

**Government of Jammu & Kashmir**  
**OFFICE OF THE EXECUTIVE ENGINEER DEPARTMENT OF FLORICULTURE KASHMIR**  
**SRINAGAR**

SHORT TERM NOTICE INVITING TENDERS

E-tender NIT No: 18 of 2018-19

Dated: 13.06.2018

For and on behalf of the Governor, J&K State, e-tenders (In single cover system) are invited on item rate basis from approved and eligible Contractors registered with J&K State Govt., CPWD, Railways and other State/Central Governments for the following works:-

S. No	Name of Work	Est. Cost (Rs. In lacs)	Cost of T/Doc. (In Rs.)	Earnest Money (In Rs)	Time of completion	Class of Contractor	Major Head of Account
1	2	3	4	5	6	7	8
1	Construction of six seated lavatory block at Tulip Garden Srinagar.	29.00	2000/-	58000/-	45 days	BEE/AAV (Civil/ Sanitary)	4406-Co

**Administrative Approval: Awaited**

**Position of funds: Demanded,**

- The Bidding documents Consisting of qualifying information, eligibility criteria, specifications, Drawings, bill of quantities (B.O.Q), Set of terms and conditions of contract and other details can be seen / downloaded from the departmental website [www.jktenders.gov.in](http://www.jktenders.gov.in) as per schedule of dates given below:-

1.	Date of publication of Tender Notice	13.06.2018	3.30 PM
2.	Document downloading Start Date.	13.06.2018	From 4.00 P.M
3	Bid submission Start Date.	13.06.2018	From 4.30 PM
4	Bid Submission End Date.	23.06.2018	upto 4.00 P.M
5	Date & time of opening of Bids (Online)	25.06.2018	2.00 PM

- Bids must be accompanied with cost of Tender document in shape of **Demand Draft** in favour of **Executive Engineer** (tender inviting authority) and Earnest money/Bid security in shape of **CDR/FDR** pledged to **Executive Engineer Department of Floriculture Kashmir Srinagar** (tender receiving authority).
- The date and time of opening of technical Bids as notified on Web Site [www.jktenders.gov.in](http://www.jktenders.gov.in) and conveyed to the bidders automatically through an e-mail message on their e-mail address. The bids of Responsive bidders shall be opened online on same Web Site in the Office of Executive Engineer Department of Floriculture Kashmir Srinagar (tender receiving authority).
- The bids for the work shall remain valid for a period of 120 days from the date of opening of Technical bids.
- The earnest money shall be forfeited , If:-
  - ANY bidder/ tenderer withdraw his bid/ tender during the period of bid validity or make any modifications in the terms and conditions of the bid.
  - Failure of Successful bidder to furnish the required performance security within the specified time limit.
  - Failure of Successful bidder to execute the agreement within 28 days after fixation of contract.
- Instruction to bidders regarding e-tendering process.**
  - Bidders are advised to upload all requisite documents and hard copy need to be submitted on call by the successful bidder only.**
  - Bidders are advised to download bid submission manual from the "Downloads" option as well as from "Bidders Manual Kit" on website [www.jktenders.gov.in](http://www.jktenders.gov.in) to acquaint bid submission process.

- 6.3** To participate in bidding process, bidders have to get 'Digital Signature Certificate (DSC)' as per Information Technology Act-2000. Bidders can get digital certificate from any approved Vendor.
- 6.4** The bidders have to submit their bids online in electronic format with digital Signature. No bid will be accepted in physical form
- 6.5** Bids will be opened online as per time schedule mentioned in Para-1.
- 6.6** Bidders must ensure to upload scanned copy of all necessary documents with the technical bid.
- 6.7** Bidders must ensure to upload scanned copy of all necessary documents in terms of soft copies with the technical bid and documents without which tender shall be rejected. However, the earnest money and tender document fee uploaded along with registration, renewal, PAN, GST and affidavit to the effect that information uploaded is true and correct. However, in case of clarification, the bidders shall have to produce original documents in support of soft copies if need arises.
- 6.8** The earnest money in favour of unsuccessful / Non responsive bidders shall be released only after ensuring submission of tender documents fee by the bidder for using the site.

**Note:** - Scan all the documents on 100 dpi with black and white option.

7. The department will not be responsible for delay in online submission due to any reasons.
8. Scanned copy of cost of tender document in shape of Demand Draft in favour of Executive Engineer Department of Floriculture Kashmir Srinagar and Earnest Money / Bid Security in shape of CDR/FDR if applicable pledged to Ex. Engineer Department of Floriculture, Kashmir, Srinagar must be uploaded with the technical documents of the bid.
9. Bidders are advised not to make any change in BOQ (Bill of Quantities) contents. In no case they should attempt to create similar BOQ manually. The BOQ downloaded should be used for filling the item rate inclusive of all taxes and it should be saved with the same name as it contains.
10. **Price escalation and Taxes:-** The unit rates and prices shall be quoted by the bidder entirely in Indian Rupees and the rates quoted shall be deemed to include price escalation and all taxes upto completion of the work, unless otherwise specified. Deduction on account of taxes shall be made from the bills of the contractor on gross amount of the bill as per the rates prevailing at the time of recovery.
11. Bidders are advised to use "**My Documents**" area in their user on Floriculture e-Tendering portal to store such documents as are required.

**12. Instructions to Bidder (ITB).**

*13.1. All bidders shall upload the following information and documents along with qualification criteria / qualification information with their bids: -*

- a) *Copies of original documents defining constitution/ legal status, place of registration and principal place of Business.*
- b) *Valid GST No. & PAN No. including tax clearance certificates or its paid acknowledgment receipts including affidavit to the effect that the documents produced are genuine and the bidder will abide by all the terms and conditions of NIT.*
- c) *The bidder at his own responsibility and risk should visit and examine the site of work and its surroundings before submission of bid.*
- d) *All documents relating to the bid shall be in the English Language.*

*If the bidder does not quote rate for any item of the rate list/quantity schedule, cost of such item/ items shall be deemed to be part of the overall/total contract value. No rate shall be allowed for such item / items in the allotment of contract. However, at the time of his total cost will be enhanced by the highest quoted rate for the item for the purpose of comparative statement only and his quoted cost shall not be entertained even if 1st lowest.*

**14. General Conditions of Contract:-**

- a) The date of start of the work shall be reckoned within one week from the date of issuance of LOI/Contract allotment as the case may be.
- b) **Penalty for delay in completion:-**In case of delay in completion of work beyond stipulated period of completion, penalty upto maximum of 10% of the contract shall be imposed.
- c) **Time extension:-**Suitable time extension shall be granted in case of increase in scope of work and in the event of delay beyond control of contractor to be determined by the department.
- d) **Advance Payments:-**No mobilization advance/equipment advance shall be paid unless otherwise specified in the SBD.
- e) **Schedule of Payment:-**The payment schedule shall be fixed after award of contract in favour of successful bidder, on the basis of availability of funds and value of work executed, shall be determined by the Engineer.
- f) **Amendment of bidding document:-**Before the deadline for submission of bids the employer may modify the bidding documents by issuing Addenda.
- g) **The tender receiving authority reserves the right to accept or reject any tender or all tenders without assigning any reason thereof.**
- h) **Unbalanced Bid:-** In case bid of the lowest bidder is found unbalanced, the successful bidder shall have to produce additional performance security in shape of CDR/ FDR within (21) days after opening of price bids, as per following break-up:-

S.No	Percentage of unbalance bid viz., advertised cost on account of Low rates	Additional Performance Security
01.	Upto and including 10% below	Nil
02.	For every 1% decrease less than 10% below	½%

- i) **Restoration of work:** On completion of contract the contractor shall be responsible to remove all un-used material and restore all work in its original position at his own cost.
- j) **Traffic regulations:-**The contractor is bound to adhere to traffic regulations as is applicable from time to time and ensure arrangements of smooth regulation of traffic during execution of work. `
- k) **Arbitration:-** The arbitration shall be conducted in accordance with the arbitration procedure stated in the J&K conciliation and Arbitration Act No:-xxxv of 1997 issued vide SRO No:-403 vide Notification of J&K Govt., "Law Department" 11<sup>th</sup> December-1997.
- l) **Defect Liability period:-** The DLP shall be Calculated from date of certified completion of work and period shall be 06 months. *The defects noticed in the work during execution or D.L.P. shall be corrected by the Contractor within the length of time specified by the Engineer. If the contractor does not correct the defects pertaining to D.L.P. to the satisfaction of the Engineer within the time specified, the Engineer will assess the cost of having the defects corrected and set them corrected by any other agency at his risk and cost.*
- m) **Safety:-** The contractor shall be responsible for safety of all activities at site of work.
- n) **Discoveries:-** Anything of historical or other interest or of significant value unexpectedly discovered on the site shall be the property of the Govt.
- o) **Tests:-**The contractor shall be solely responsible for carrying out the mandatory tests required for the quality control at his own cost.
- p) **Termination:-** The employer may terminate the contract if the contractor causes a fundamental breach of the contract.
- q) **Fundamental breach of contract will include:-**
  - I. Continuous stoppage of Work for a period of 30 days without authorization of Engineer in-charge.
  - II. Contractor is declared bankrupt.
  - III. Any evidence of involvement of contractor in corrupt practices.
  - IV. Contractor delays the completion of work beyond stipulated time of completion.
  - V. Pursuant to the process of termination of defaulted contract, the employer reserves the right to invite fresh tender for the balance work at the risk and cost of defaulting contractor.
  - VI. If in case contractor failed to start /complete the work, within the stipulated time period, his CDR/Earnest Money shall be forfeited after termination of the contract. Besides, defaulting contractor shall be debarred from taking works in Floriculture Department at least for one year.
15. **Major Labour Laws applicable to establishment engaged in building and other construction Work:-**
  - I. Workmen compensation act 1923.
  - II. Payment of Gratuity Act 1972.
  - III. Employees P.F. and Miscellaneous Provision Act 1952.
  - IV. Maternity Benefits Act 1951. Contract Labour (Regulation & Abolition) Act 1970.
  - V. Minimum Wages Act 1948.
  - VI. Payment of Wages Act 1936.
  - VII. Equal remuneration Act 1979.
  - VIII. Payment of bonus Act 1965.
  - IX. Industrial disputes Act 1947.
  - X. Industrial employment standing orders Act 1946.
  - XI. Trade Union Act 1926.
  - XII. Child Labour (Prohibition & Regulation) Act 1986.
  - XIII. Inter State Migrant workmen's (Regulation of employment & Conditions of service) Act 1979.
  - XIV. The Building and other Construction workers (Regulation of employment and Condition of service) Act 1996 and the Census Act of 1996.
  - XV. Factories Act 1948.
  - XVI. Compliance with Labour Regulation Laws of J&K State.
16. **Specification/Quality Control:-** All items of works shall conform to specifications as per IRC/ MORTH/ NBO/ CPWD/ SSR/ Any other prescribed specifications.
17. **Insurance:-** Insurance cover to Labour / Machinery / Work / Plant material / Equipment by the contractor shall be mandatory.
18. **Laws Governing the Contract:-**The contract shall be governed by Laws of the land.
19. **Court's Jurisdiction:-**In case of any disputes/differences between contractor and Department the jurisdiction shall be J&K State, Kashmir Division.
20. **Time Extension:-**

20.1 The work is to be completed within the time limit specified in the NIT and the time of completion will also increase /decrease in proportion with additional / deleted quantum of work depending upon the actual quantum of work.

20.2 Request for extension of time shall be made by the contractor in writing not later than fifteen days of happening of the event causing delay. The contractor shall also indicate in such a request the period for which extension is desired.

20.3 Abnormal /bad weather or Serious loss or damage by fire or Civil commotion, strike or lockout (other than among the labour engaged by the contractor) affecting any or the trades employed on the work, or Non availability of departmental stores. Any other cause which in the absolute discretion of the accepting authority is beyond the contractor's desire.

21. The tender / bid is **liable to rejection** if it does not fulfill the requirements as laid down in NIT.

22. All other terms conditions are as per PWD Form 25 (Double agreement Form).

No:- EE/FD/893-99

Dated: 13 .06.2018

Sd/-  
Executive Engineer  
Deptt: of Floriculture,  
Kashmir.

Copy to the: -

1. Director Department of Floriculture Kashmir Srinagar for information.
2. Joint Director Information Department Kashmir Division Srinagar for information and necessary action. He is requested to please to get the NIT published in three leading local newspapers for wide publicity.
- 3-4 Assistant Executive Engineer Floriculture Sub Division Ist and IInd sgr. For information
5. Assistant Accounts Officer Divisional Office Srinagar for information.
6. Head draftsman Divisional Office Srinagar.
7. Notice Board.