

*Government of Jammu and Kashmir***OFFICE OF THE EXECUTIVE ENGINEER HYDRAULIC DIVISION URI**

email: urihydraulic@gmail.com

NOTICE INVITING e-TENDER**e_NIT_No._06/Hyd/Uri_of_2024-25,Dated: 13/08/2024**

For and on behalf of Hon'ble Lieutenant Governor of Jammu & Kashmir Union Territory, e-Tenders on item rate basis are invited from approved and eligible contractors registered with Jammu and Kashmir UT Government, for the following works: -

Position of AAA =Accorded Vide No: 101/DDC/ of 2023 Dated:- 08/07/2023 and No: 57/DDC of 2024 Dated:- 09/08/2023.

Position of TS = Submitted ,Position of funds: 100% Budgetary provision 2024-25

S. No.	Name of work	Adv. Cost (Rs. in Lacs)	Earnest Money (In Rupees)	Time of Completion	Class of Contract	Major Head	Cost of Tender document (In Rs.)	TENDER-ID
1.	Construction/Improvement to Jabla Salamabad Khul by way of construction of L/W, B/W, and R/wall etc at spots (Upper and Lower) (Under SSY)	27.28	54560/-	30-days	AAY/BEE	(Seema Smridhi Yojna)	1100	2024_IFC_256907_1
2.	Construction of Flood Protection wall/Bund at W-7 and Imp of Drain/Khul from Land of Qazi Abdul Rashid Onwards	6.00	12000/-	10-days	CEE/DEE	PRI Grants	300	2024_IFC_256907_2

The NIT consisting of Qualifying information, eligibility criteria specifications, 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 from: -

1.	Publishing Date	13/08/2024 from 04.00PM
2.	Download Date Start	13/08/2024 from 04.00PM
3.	Tender Submission date Start	13/08/2024 from 04.00PM
4.	Tender Submission date Ends	22/08/2024 up to 04:00 PM
5.	Date of Opening	23/08/2024 at 12:00PM, in the Office of the Executive Engineer Hydraulic Division Uri (H.Q. Chandanwari)

Sd/-
Executive Engineer
Hydraulic Division Uri

Note:-

- 1) :-**The Bidders are advised to read all conditions laid down in the eNIT carefully before uploaded soft copy any shortfall if any found in the soft copy the tender shall be rejected**
 - 2) **As per Circular issued by the Government of Jammu and Kashmir Civil Sectt. Finance department vide No.OM No.A/24(2017)-651dtd.07-06-2018 which reads as under :-**
 - a) **Furnishing of Hard Copies of bids immediately after submission of E-tenders is dispensed with. The same should be obtained only from the Bidder who's declared Ist Lowest(L-1) after opening of financial bids.**
 - b) **The Cost of tenders should be collected by uploading a copy of necessary Treasury Challan/Receipt.**
 1. **Bids must be accompanied with cost of Tender document in shape of Treasury Challan/Receipt (Debited to M.H.0702 –Rev. Misc) and Earnest Money in the shape of CDR/FDR in favour of Executive Engineer Hydraulic Division Uri failing which the tender will be rejected outrightly. The issuing date of CDR/FDR uploaded must be between issuing date to Bid Submission end date of eNIT. CDR/FDR(Earnest money/Bid security) and relevant bid document shall be obtained from the lowest bidder before the fixation of contract.**
 2. The date and time of opening of Bids shall be notified on Web site www.jktenders.gov.in and conveyed to the bidders automatically through and e-mail message on their e-mail address. The bids of responsive bidders shall be opened online in the office of Executive Engineer Hydraulic Division Uri
 3. The bids for the work shall remain valid for a period of 90 days from the date of opening of bids.
 4. The normal deposits to be deducted as per GFR2017 rules from running bills to be released after total completion of the work.
 5. The tender opening authority reserves the right to accept or reject any or all tenders or any part of any tender without assigning reason thereof.
 6. **Instruction to bidders regarding e-tendering process.**

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 to acquaint bid submission process.

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.

The bidders have to submit their bids online in electronic format with digital Signature. No financial bid will be accepted in physical form.

Bids will be opened online as per time schedule mentioned inPara-1.
 - 7.5. Bidders must ensure to upload scanned copy of all necessary documents with the bid.
- Note:-Scan all the documents on 100dpi 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 Treasury Challan/Receipt (**Debited to M.H.0702 -Rev.Misc**) in favour of Executive Engineer Hydraulic Division Uri and Earnest Money in the shape of CDR/FDR in favour of Executive Engineer Hydraulic Division Uri failing which the tender will be rejected outrightly.
 9. Bidders are advised not to make any change in BOQ (Bill of Quantities)

contents. The BOQ downloaded should be inclusive of all taxes.

10. Bidders should note that if the documents uploaded/submitted on the basis of which the contract has been awarded are found fake/not genuine at any time, the contract shall be cancelled and the contractor/ bidder shall be blacklisted for participation in this division for a period of **One year** besides the performance security deposited for the said work shall be forfeited.
11. **Price escalation and Taxes:-** The %age quoted by the bidder shall be deemed to include price escalation and all taxes upto completion of the work. 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.
12. Bidders are advised to use “My Documents” area in their user on www.jktenders.gov e-Tendering portal to store such documents as are required.
13. **Instruction to Bidder(ITB)**
The Bidder must have to upload (soft copies) of the following documents (Photostat/Original should be clearly seen in all respect with Ink Signed and Seal):-
 - **Valid Original Treasury Challan/Receipt (MH. 0702-Rev Misc).**
 - **Earnest Money in the shape of CDR/FDR in favour of Executive Engineer Hydraulic Division Uri**
 - **Registration Card valid & renewed for the year in which bids are invited.**
 - **Valid GSTIN Registration Certificate.**
 - **PAN Card With No.**
 - **Bidder shall furnish proof of latest returns (i.e. latest clearance certificate) inform of:-**
 - **GSTR-I of the latest quarter/latest month which ever is applicable to the bidder.**
 - **GSTR-3B of the latest quarter/latest month which ever is applicable to the bidder.**
 - **(Note:-The GSTR-I/GSTR-3B Confirmation status will be checked online. If GSTR-I/GSTR-3B found invalid, the Card will be Barred for further tendering Process in the concerned Division)**
 - **Other Relevent Documents accordingly NIT.**
 - **The lowest Tender will have to submit hard copies of all documents uploaded one-tendering portal before issuance of LOI or Allotment.**
14. **The department will not be responsible for delay in online ubmission due to any reasons.**
15. The bidder at his own responsibility and risk should visit and examine the site of the work and its surroundings before submission of bid.
16. **The Departmental material** shall be supplied to the contractor as per the stock rate in vogue for financial year 2024-25 . In case of non availability of stocks in divisional stores the contract or may purchase required material of quality and specifications prescribed, to be certified by Engineer Incharge after getting non availability certificate from Executive Engineer and shall not be entitled for any type of excessive rates on this account
17. 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 and no rate shall be allowed for such item/items In the allotment of contract.
18. The work should be executed within the time limit as stipulated in the NIT.

19. In case if the contractor fails to execute the work as per condition and time limit prescribed in the NIT. The work shall be put to fresh tenders at his risk and cost, besides debarring from participation in tendering process. In addition to imposition of penalty as warranted under rules.
20. The Labour Cess/Service Tax will be deducted from the gross amount as per the rates in vogue at the time of payment.
General Conditions of Contract:-
21. The date of start of the work shall be reckoned from the starting date of next financial year or from three days after the issuance of LOI/Contract allotment as the case may be.
22. **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.
23. **Advance Payments:-**No Mobilization/Equipment Advance shall be paid .
24. **Secured Advance:-**No Secured Advance is admissible/Payable.
25. **Schedule of payment:-**The payment shall be made on the basis of availability of funds and value of work executed, shall be determined by the Engineer I/C.
26. **Amendment of bidding document:-**Before the deadline for submission of bids the employer may modify the bidding documents by issuing Addenda.
27. **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.
 - a. **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"11th December-1997.
 - b. **Safety:-**The contractor shall be responsible for safety of all activities at site of work.
 - c. **Discoveries:-**Anything of historical or other interest or of significant value unexpectedly discovered on the site shall be the property of the Govt.
 - d. **Tests:-**The contractor shall be solely responsible for carrying out the mandatory tests required for the quality control at his own cost.
 - e. **Termination:-**The employer may terminate the contract if the contractor causes a fundamental breach of the contract.
 - f. The date of start of the work shall be reckoned from the starting date of next financial year or from three days after the issuance of LOI/Contract allotment as the case may be. In case the agency fails to execute the work, the deposits in the shape of performance Security shall be liable for forfeiture besides the Contractor will be suspended for participation in the tendering process in this department for a period of one year from the bid due date of this work without serving any notice.
 - g. **ALL KEYCONSTRUCTION MATERIAL shall have to be strictly as per prescribed specifications and approval of the Engineer In-charge.**
 - h. Satisfactory maintenance for such period.
 - i. Failure on part of the contractor to fulfill his obligations of maintenance schedules shall result in for feature of the Performance Security deposits held for this purpose for this work.
 - j. **Fundamental breach of contract will include.**
 - i. Continuous stoppage of Work for a period of 30days without authorization of Engineer in- charge.

- ii. Contractor is declared bankrupt.
- iii. Any evidence of involvement of contractor incorrupt practices.
- iv. If the contractor indulges in willful disregard of the quality control measures put in place by the department.
- v. Contractor delays the completion of work beyond stipulated time of completion.
- vi. 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 defaulter contractor.
- vii. Major Labour Laws applicable to establishment engaged in building and other construction

work:-

- a) Workmen compensation act 1923.
 - b) Payment of Gratuity Act 1972.
 - c) Employees P.F. and Miscellaneous Provision Act 1952.
 - d) Maternity Benefits Act 1951.
 - e) Contract Labour (Regulation & Abolition) Act 1970.
 - f) Minimum Wages Act 1948.
 - g) Payment of Wages Act 1936.
 - h) Equal remuneration Act 1979.
 - i) Payment of bonus Act 1965.
 - j) Industrial disputes Act 1947.
 - k) Industrial employment standing orders Act 1946.
 - l) Trade Union Act 1926.
 - m) Child Labour (Prohibition & Regulation) Act 1986.
 - n) Inter State Migrant workmen's (Regulation of employment & Conditions of service) Act 1979.
 - o) The Building and other Construction workers (Regulation of employment and Condition of service) Act 1996 and the Census Act of 1996.
 - p) Factories Act 1948.
 - q) Compliance with Labour Regulation Laws of J&K State.
28. **Insurance:-** Insurance cover to Labour/Machinery/Work/Plant material/ Equipment by the contractor shall be mandatory.
29. **Laws Governing the Contract:-** The contract shall be governed by Laws of the land.
30. **Courts Jurisdiction:-** In case of any disputes/differences between contractor and Department the jurisdiction shall be J&K State.
31. **Time Extension**
- a. 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.
 - b. Requested 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 requested the period for which extension is desired.
 - c. Abnormal/bad weather of serious loss of damage by fire of Civil commotion, strike or lockout (other than among the labour engaged) 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.
 - d. On contractor's representation based on the grounds as detailed above the time for completion of the work may be extended by a period considered reasonable by the Department.
 - e. Extension of time shall be also admissible in the event of temporary suspension of work.
32. The tender/bid is liable to rejection if it does not fulfill the requirements as laid down in NIT.

All other terms and conditions same as laid down in the PWD Form 25 Double shall also remain in force.

For and on behalf of the Hon'ble Lieutenant Governor of Jammu & Kashmir.

No: HDU/CC-02/1622-41

DATED: -13/08/2024

**Sd/-
Executive Engineer,
Hydraulic Division Uri**

(Syed Safat)

Copy to the

01. Chief Engineer Kmr. I&FC Department Srinagar for favour of information with the request that said NIT be got uploaded on our official website.
02. Chief Engineer Kmr. P. H. E. Department Srinagar for favour of information.
03. District Development Commissioner, Baramulla for favour of information.
04. Superintending Engineer Hydraulic Circle District Baramulla, H.Q. Sopore for favour of information (Rate Lists enclosed)
05. Dy. Director Information Department Srinagar for favour of information with the requested that eNIT may kindly be published in at least two leading Daily Newspapers (English/Urdu) of the valley before the online tender's submission ends and a copy of the Newspapers in which the NIT is published be sent to this office for record and reference, please.
06. Executive Engineer R&B Special Sub Division Uri for favour of information.
- 07-10. Executive Engineer, I&FC Division Baramulla/Sopore/ P. H. E. Division Baramulla/Sopore for favour of information.
- 11-13. Assistant Executive Engineer Flood Control Sub Division Uri/ Irrigation Sub Division Uri/ PHE Sub Division Uri for information
- 14-20. Contractor Association, Baramulla/ Sopore/ Uri/ Sheikh Bagh, Court Road/Narbal/ S.H.G of Engineers Association Uri.
21. Notice Board.
22. NIT File.