

**OFFICE OF THE EXECUTIVE ENGINEER, DIVISION NO. II,
JAMMU DEVELOPMENT AUTHORITY JAMMU.**

SHORT NOTICE INVITING TENDER

e-NIT No.JDA/II/e_NIT/2017-18/54 Dated 24-08-2017

Executive Engineer, JDA Division No. II, Jammu on behalf of Vice Chairman, JDA, invites tenders by e-tendering on item Rate from approved and eligible REGISTERED CIVIL CONTRACTOR for the following work:-

S. No	Name of Work	Name of Div.	Estimated Cost (In lacs)	Cost of tender document (In Rs)	Earnest Money (In Rs.)	Time Allowed for completion	Class of Contractor	"AAA"	Position of funds
1	2	3	4	5	6	7	8		
1.	Development of Park Near Dewana Mandir at Kachi Chowni, Jammu (Phase-II)	JDA Division No. II, Jammu	Rs.3.38 Lacs	600/- (Non-refundable)	Rs.6760/-	30 days	A, B, C & D	Accorded	Funds demanded

1. Date of Publishing: 24-08-2017.
2. The Bidding documents can be seen and downloaded from the website <http://jktenders.gov.in> from 25-08-2017(1000 Hrs) to 05-09-2017(1600 Hrs)
3.
 - a. The Bids shall be deposited in electronic format on the website <http://jktenders.gov.in> from 25-08-2017(1000 Hrs) to 05-09-2017(1600 Hrs)
 - b. The last date for submission of bids in hard copy containing all the required documents is 06-09-2017(1400 Hrs) No bids in hard copy shall be received, thereafter.
 - c. The bids received will be opened on 08-09-2017(1000 Hrs)
 - d. The complete bidding process will be on line.
4. Bid documents can be seen at and downloaded from the website <http://jktenders.gov.in> Bid documents contain qualifying criteria for bidder, specifications, bill of quantities, conditions and other details.
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6. The site for the work is available. The intending bidders are strongly advised to inspect the site of work before bidding.

26/8/2017



7. Bids must be accompanied by cost of Tender document in form of DD as specified and drawn in favour of Financial Advisor & CAO, JDA, Vikas Bhawan Rail Head Complex, Jammu and Security Deposit (EMD) in form of CDR / FDR payable in favour of Executive Engineer, JDA Division No.-II, Nehru Market, Jammu.

8. The original instruments in respect of cost of Tender Document, EMD and self attested copies of all other required documents, must be delivered in sealed envelope with name of work duly mentioned on the cover, in the office of Executive Engineer, Division-II, JDA, Nehru Market, Jammu to either Sh.Uttam Chand, Tracer (Mob. No. 9858037521) OR Sh. Ramesh Parihar, Camp Clerk (Mob. No.9419205671). upto the last date for submission of bids. Thereafter, the Department shall not be responsible for any delay, what so ever.

The Technical Bids shall be opened in the office of **Executive Engineer, Division-II, JDA Jammu, Nehru Market, Jammu.** The Financial Bids shall be opened on next convenient day by the Tender Opening Authority.

If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.

9. Other details can be seen in the bidding documents.

10. The contractor shall submit the test reports of the material used at site.

11. The contractor should have adequate trained supervisory staff in his establishment.

12. **Instructions to bidders regarding e-tendering process:**

a. The interested bidder can download the NIT/bidding document from the website <http://jktenders.gov.in>

b. To participate in bidding process, bidders have to get (DSC) "Digital Signature Certificate" as per Information Technology Act-2000, to participate in online bidding. This certificate will be required for digitally signing the bid. Bidders can get above mentioned digital certificate from any approved vendors. The Bidders, who already possess valid (DSC) Digital Signature Certificates, need not to procure new Digital Signature Certificate.

c. The bidders have to submit their bids online in electronic format with Digital Signature. The bids cannot be uploaded without Digital Signature. No Proposal will be accepted in physical form.

d. Bids will be opened online as per time schedule mentioned in Para 3(c).

e. **Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with the bid, failing which, their offer shall be rejected.**

f. The department will not be responsible for delay in online submission of bids whatsoever reasons may be.

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- g. All the required information for bid must be filled and submitted online.
- h. Bidders should get ready with the scanned copies of cost of documents & EMD as specified in the tender documents. The original instruments in respect of cost of documents, EMD and relevant documents are submitted to the Tender Inviting Authority prior to the opening of the tender. The Department shall not be responsible for any delay.
- i. The details of instruments of cost of Tender Document and EMD as specified in the tender document should be the same as submitted online (scanned copies) & submitted in original otherwise, bid will not be rejected as Non-responsive.
- j. Bidders can contact the undersigned for any guidance for getting DSC or any other relevant details in respect of e-tendering process.
13. The guidelines for submission of bid online can be downloaded from the website <http://jktenders.gov.in>
14. The specifications for execution of works shall conform to the provisions of relevant clauses of Engineering codes/ specifications.



Executive Engineer
Division No II, JDA
Jammu

No. - JDA/R/2895-2903
Dt. - 24-8-2017.

Copy for information to the :-

- 1/- Vice Chairman, Jammu Dev. Authority for information please.
- 2/- Superintending Engineer, JDA for information please.
- 3/- Financial Advisor & CAO, JDA for information
- 4/- Executive Engineer, JDA, Div. No. I, Jammu for information.
- 5/ Asstt Ex-Engineer, JDA Sub-Div. No. I, Jammu for information.
- 6/ Sr. Programmer, JDA for information. He is requested to upload the tender of JDA website for its wide publicity.
- 7/ Head Draftsman/Asstt. Accounts Officer JDA Division No II Jammu.
- 9/ President Contractor's Association, Jammu for information.


INSTRUCTIONS TO THE BIDDERS

Tenders to be submitted under two cover system

A) COVER 1st (Technical Cover) containing following documents:-

1. Scanned copy of Tender Fee.
2. Scanned copy of EMD (Security Deposit).
3. Self attested and Scanned copies of below mentioned documents shall be attached from My Document area for bidders:-
 - i) PAN Card.
 - ii) Registration Certificate renewed for the year 2017-18.
 - iii) Income Tax Return Certificate for the Assessment Year 2016-17.
 - iv) Residence Proof (Any one of the below mentioned documents).
 - a) Driving License.
 - b) Ration Card.
 - c) Passport.
 - d) Voter Card.
 - e) Affidavit duly attested by Notary.
 - f) Aadhaar Card./ Any other Relevant document issued by the Govt. Department.

- Note: -1. The Tenderer shall scan all the documents mentioned in cover 1st above and upload on the website.**
- 2. All the Documents mentioned at Sr. No. 3 above should be Self-attested.**


Executive Engineer,
JDA Division No. II,
Jammu.

TERMS AND CONDITIONS:

- 1/- The successful bidder whose bid amount works out to be 15% or more below the advertised amount shall have to deposit an amount @ 5% of the advertised amount as additional Performance Security in addition to the earnest money, in shape of CDR/FDR/Bank Guarantee (BG) pledged to the Executive Engineer, Division-II, JDA, at the time of allotment of contract, failing which, the tender will be treated as non responsive and the rate quoted by such tenderer will have no bearing on other tenders what so ever and also, the EMD shall be forfeited.
This Performance Security should be valid for six months from the date of opening of bids or the date as intimated by the Engineer-in-Charge.
- 2/- The tenders received after expiry of due date and time shall not be entertained. In case of holiday, the tenders shall be received on next working day.
- 3/- In the event of due date of opening of tenders declared as holiday, the tenders shall be opened on next working day or any other convenient date.
- 4/- In case of last date of receipt of tenders being declared as holiday, the next working day shall be considered as last date of receipt of tenders.
- 5/- The date of start of the work shall be reckoned from the 7th day from the date of issue of allotment.
- 6/- The opening authority reserves the right to accept or reject any or all the tenders without assigning any reasons thereof.
- 7/- a) The quantities advertised are tentative and may increase or decrease at the time of execution of the work. However, the payment shall be made accordingly as per actual work executed at site on the rates quoted by the bidder & accepted by the department.
b) All extra items shall be measured and paid as per the J&K Sanctioned Schedule of Rates 2012 AT PAR i.e without any above/below percentage.
c) The Extra items which do not exist in the J&K Sanctioned Schedule of Rates 2012 but are found necessary at site shall be measured and paid as per analyzed rate taking into account the actual cost plus applicable taxes and 15% Contractor's overheads and profit.
- 8/- In case of delay in completion of the work, penalty @ Rs.500/-per day shall be imposed for the delayed period upto a maximum of 10% of the contract value.
- 9/- The work shall be executed by the contractor as per approved Engineering specifications and Engineering Codes.
- 10/- In case of any material found defective/sub-standard or not conforming to engineering codes and specifications, the same shall be rejected and have to be immediately replaced by the contractor for which no extra charges shall be paid by the department
- 11/- The tenderer shall be responsible for settlement of claims arising, due to accident during the execution of the work and all labour claims of this work shall be settled by the contractor at his risk and cost.
- 12/- JDA shall be at liberty to terminate the contract before the expiry of contract period, if contractor violates any of the contractor's obligations. In such case, the penalty as warranted under rules shall be imposed upon the contractor, which includes forfeiture of his security deposit/CDR.



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- 13/- JDA discourages stipulation of additional conditions by the tenderer.
- 14/- The conditional tenders shall be liable for rejection by the opening authority
- 15/- All corrections, interpolation or cutting in the tender shall be attested with the date and signatures.
- 16/- The tenders not properly filled, mutilated with incorrect and generally not complying with the conditions may be rejected.
- 17/- The Contractor shall be bound by all labor laws in force with the amendments made there of from time to time. Further, the allottee / contractor shall arrange for the Registration of the Workers / Labours engaged for the work, in the Office of Additional Provident Fund Commissioner/Labour commissioner, Jammu at his own Level under rules.
- 18/- No extra lead, lift or carriages of any material and water charges shall be paid other than advertised in the rate list, even if involved at site work. The intending tenderers are advised to inspect the site and assess the actual carriage involved before tendering for the work.
- 19/- In case of any typographical error if found in the rate list or in the agreement in respect of rates, quantities or units etc. the same shall be corrected and paid as per PWD SSR 2012 (as in vogue with contractor's appreciation/depreciation).
- 20/- **INDEMNITY AND INSURANCE;** The contractor shall keep indemnified the JDA against all the losses and claim or injuries or damages to any persons or property which may arise out of or in consequences of this contract.
- 21/- **ARBITRATION:** The contractor shall not (except with the consent in writing of JDA) refer any matter for arbitration. In case of arbitration, the Vice-Chairman, JDA shall be the sole authority and decision of the Vice-Chairman, JDA shall be binding on both the parties. The venue of the arbitration shall be at Jammu.
- 22/- **LEGAL DISPUTES;**
The jurisdiction for all legal disputes if any shall be of Jammu courts.
- 23/- **FORCE MAJURE;**
If during the currency of contract, there is any out break of war, which whether financially or otherwise affect the execution of the contract, the contractor unless contract is terminated under provision of this clause, shall make his best efforts to complete the contract. However after out break of such war, JDA shall be entitled to terminate the contract at any time by giving notice in writing. Force Majure is hereby defined any clause which is beyond the control of JDA/Contractor and which consequently affects the performance of the contract.
- 24/- The intending tenderer should inspect the site in order to acquaint himself with the nature of the job involved.
- 25/- **The rate will cover all transportation charges and local taxes and other taxes including loading and unloading at the site of the work.**
- 26/- The work shall be deemed to be completed only after the site has been cleared of all dismantled useable/un-useable material and the required formation level is achieved.
- 27/- **If during the currency of contract, the price of any material increases, no claim on this account shall be entertained.**
- 28/- Any item found necessary at site of work, though not advertised, shall have to be executed by the contractor and the same shall be paid as per actual after authentication by the Engineer- Incharge.
- 29/- 10% deposit shall be kept from each bill of the contractor, out of which 50% shall be released on virtual completion of the work, if no penalty is involved and balance 50% deposit shall be released after defects liability period of six months is over.

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- 30/- Income Tax, Service Tax and other taxes as admissible under rules shall be deducted on gross amount of the contractor's bill as per prevalent scale.
- 31/- It shall be presumed that the address for correspondence given by the tenderer in his tender form is complete and is correct. Every correspondence by this office shall be made on the same address. Non-delivery or receipt of letter by the contractor because of wrong/incorrect address given by him in the tender shall not be responsibility of this organization.
- 32/- The rates are inclusive of hire charges of special tools, plants, machinery required for completion of the work.
- 33/- The rates are inclusive of Toll Tax, Royalty, Sales Tax, Octroi Charges and other local taxes to be paid by the contractor in bringing the material at the site of the work.
- 34/- The intending tenderer will examine carefully the general conditions of the contract, the specifications and the drawings in the office of the Executive Engineer, JDA Div. No.II on any working day during office working hours. He will visit the site and inspect the site on his own expenses/responsibility and obtain all the information which may be necessary for purpose of making the tender. No excuse of ignorance of any conditions by the tenderer shall be accepted.
- 35/- If any error/omission is found in the rate list or in the agreement due to typing, oversight or otherwise, the same shall be corrected and allowed in accordance with the J&K SSR of 2012 with the contractor's appreciation/depreciation.
- 36/- In case of any item not required to be executed, the same shall be deleted and no claim of the contractor on this account shall be entertained.
- 37/- In case of construction material dumped at site by the contractor during the execution of work is damaged or washed away due to torrential rains, floods or any other reasons what so ever, no claim/compensation on this account shall be paid to the contractor.
- 38/- The contractor is bound to start the work within the time stipulated in the allotment, after drawl of agreement with the department. In case of failure on part of the contractor to execute the work in part or full shall amount to breach of the contract.
- 39/- All terms and conditions of the NIT/Agreement shall be binding upon the contractor. The terms and conditions contained in the general conditions of JDA contract shall also be applicable to the contractor.
- 40/- In case the contractor fails to start the work within the stipulated time, a registered Notice or notice through special messenger shall be served upon the contractor for non-fulfillment of his contractual obligation and breach of contract to start the work in time, which shall form substantial/sufficient reason for annulment of contract.
- 41/- The accepting authority reserves the right to accept or reject any or all the tenders before or after their opening without assigning any reasons thereof. The allotting authority in exceptional circumstances reserves the right for granting the contract to any of the tenderer if deemed proper in the interest of the work, of course at the lowest rates received without assigning any reasons thereof.
- 42/- The department may execute the work left over by the contractor at his risk and cost. Any additional amount involved for execution of such work shall be recovered from the contractor.
- 43/- The contractor shall be personally liable for civil and criminal persecution under law, if at any stage during the execution of the work or even after completion of the work, specification of the work/material used are found in contravention to the prescribed specifications.
- 44 /- The watch and ward of the material shall be the responsibility of the contractor.

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- 45/- Any item found not necessary for execution at site can be deleted and no claim what so ever, of the contractor shall be entertained on this account
- 46/- All other terms and conditions as are in vogue in this office shall form part of this NIT.
- 47/- **The defects liability period shall be for one year during which, the contractor has to correct/rectify/set right all the defects in the work which shall be brought to his notice by the department. These defects shall be repaired/rectified by the contractor, free of cost.**
- 48/- The successful tenderer shall furnish an indemnity Bond and keep indemnified the JDA against all losses and claims for any injuries or damages to any person or property, which may arise out of or in consequence of this contract.
- 49/- The contractor have to quote their rates inclusive cost of steel and cement and also have to arrange/procure at their own level of the following makes only & also have to produce the test report as under.
- 1. Cement:-**
- i) A.C.C. 43 grade
 - ii) Ultra Tech 43 grade
 - iii) Ambuja 43 grade or of equivalent reputed brand.
- 2. Steel:**
- TMT Fe-415(Steel Authority of India)/ TATA/JSW or of equivalent reputed brand.
- 50/- The contractor shall use all the material conforming to engineering codes/specifications.
- 51/- The contractor shall provide to the Engineer-in-Charge the test reports of key material to be used at site.
- 52/- a) The contractor should not have been black listed by any Govt. Department in the past.
b) If at any time during the currency of the contractor , the information/documents submitted by the contractor during the Tendering process is/are found to be untrue/fake, the contract shall be terminated and penalty as deemed fit by JDA shall be levied beside forfeiting the CDR/ Deposit..
- 53/- Dewatering if required at site during any stage of the work, shall be done by the contractor for which no payment shall be made to the contractor by JDA.
54. All the relevant tests shall be conducted by the contractor/Agency at his own cost. No payment shall be made with the test report.
55. The Contractor/Agency shall take video & Photograph of the work before start the work, during the work and after completion of work and they should be enclosed along bills, other wise payment shall not be made.


Executive Engineer,
Division No II, JDA
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