

Government of Jammu & Kashmir
OFFICE OF THE DEPUTY GENERAL MANAGER JKPC UNIT LEH
(LADAKAH)
NOTICE INVITING TENDERS

E- NIT No. No104/e-tendering/DGM/LEH/JKPC of 2019-20 dated:13-12-2019

For and on behalf of the Managing Director, J&KPCC Ltd e-tenders (in Single Cover System) are invited on **item rate basis** from approved and eligible contractors registered with J&KPCC Ltd / J&K

S No	Name of Work	Est. Cost (Rs. In Lacs)	Cost of T / DOC (In Rs)	Earnest Money	Time of Completion In days	Class of Contractor
1	2	3	4	5	6	7
01	Supplying fabricating & Erecting of steel truss over Administrative Block of Government Degree College at Zanskar.	27.56	1000/-	Rs.55,120/-	60 Working days	A/B registered with PWD(J&K)/SSI Unit Holders/Piece Workers registered with JKPC

Position of funds: Demanded:-

Critical Dates:

01.	Date of issue of Tender Notice	13-12-2019
02.	Date of uploading Tender notice	13-12-2019
03.	Period of downloading of bidding documents	From 13-12-2019 (04.00 P.M) to 30-12-2019 (4.00P.M)
04.	Bid submission start date	13-12-2019 from (04.00 P.M)
05.	Bid submission end date	30-12-2019 upto (04.00 P.M)
06.	Date & time of opening Bids (on line)	31-12-2019 at (2.30 P.M) in the Office of the GENERAL MANAGER (Central)J&KPCC Jammu
07.	Earnest money deposit (EMD)	To be pledged to General Manager(Central), JKPC Ltd
08.	Cost of tender document	In favour of Financial Controller, J&KPCC Limited
09.	Bid validity period	120-days from the date of opening of technical Bids.
10.	Location of Project with pin code	Kargil-194103
11.	Checklist of documents required for bidder to be uploaded online	i). Document fee receipt ii). EMD (CDR/FDR) iii). Registration Certificate duly renewed for the current financial year. iv). Valid PAN No & GST Certificate v). Experience certificate with similar nature of work.

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Dy. General Manager
Unit-Leh. J&KPCC Ltd.
Leh.

Copy to the:

- 1** Managing Director J&KPCC Srinagar / Jammu for information.
- 2** Chief Engineer PW-(R&B) Department Kashmir for information.
- 3** Executive Director J&KPCC Ltd kashmir for information.
- 4** District Development Commissioner Kargil for information
- 5** General Manager-(C), J&KPCC Limited jammu/Kashmir for information.
- 6** Superintending Engineer R&B Circle Kargil for information.
- 7** Financial Controller J&KPCC Limited Jammu/ Srinagar for information.
- 8** Joint Director Information Department, J&K State for publishing the NIT in two leading dailies before due date..
- 9** Accounts officer-, J&KPCC Ltd Srinagar for information.
- 10** Computer Programmer Jammu, J&KPCC Ltd for uploading NIT.
- 11** Notice Board.

TERMS AND CONDITIONS

1. 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 as per schedule of dates given below:-
2. The date and time of opening of Bids shall be notified on web Site www.jketenders.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 the Tender receiving authority).
3. The bids for the work shall remain **valid for a period of 120 days from the date of opening of technical Bids.**
4. The earnest money shall be forfeited if:-
 - a. 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.
 - b. Failure of Successful bidder to furnish the required performance security within the specified time limit.
 - c. Failure of Successful bidder to execute the agreement within 28 days after fixation of contract
5. **Penalty for delay in completion:-**In case of delay in completion of work beyond stipulated period of completion, penalty of Rs.3000/- per day shall be imposed to the maximum of 10% of the contract value.
6. **Instruction to bidders regarding e-tendering process.**
 - 7.1. 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 acquaint bid submission process.
 - 7.2. 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.
 - 7.3. The bidders have to submit their bids online in electronic format with digital Signature. No Financial bid will be accepted in physical form.
 - 7.4. Bids will be opened online as per time schedule mentioned in **Para-I**
 - 7.5. Bidders must ensure to upload scanned copy of all necessary documents with bid. Beside, original/Photocopies of documents related to the bid be submitted physically on demand after opening of the bids.
 - 7.6. Bidders must ensure to upload scanned copy of all necessary documents in terms of soft copies with the technical bid and no documents in terms of Hard copies shall be entertained. However, the earnest money and tender document fee is to be submitted in both soft as well as Hard copies on demand. However, in case of any clarification, the bidders shall have to produce original documents in support of soft copies if need arises.
 - 7.7. The Earnest ensuring money in favour of unsuccessful/ Non responsive bidders shall be released only after ensuring submission of Tender document fee in original, irrespective of submission of tender document fee by the bidder using the site shall entail him or blacklisting.
8. **Note: - Scan all the documents on 100 dpi with black and white option.**
9. The department will not be responsible for delay in online submission due to any reasons.

10. A) The cost of bidding document must be credited in the following account through cash, RTGS/ NEFT and the proof of the same must be uploaded along with the prequalification documents.

Name of the Bank: J&K Bank Ltd.

Branch: New Secretariat Road, Srinagar

Account Title: Financial Controller, JKPCC Ltd.

Account Type: Current

Account No: 0084010100002408

IFSC Code: JAKAOPROMPT

Swift Code: JAKABBINRSGR

- B). The earnest money shall be pledged to the General Manager central , J&KPCC Ltd Kashmir and the bidders shall upload the scan copy of the same along with the prequalification documents and the original instrument of the same shall be demanded only from the successful bidder before allotting the work in favour of the successful bidder or before issuing the supply order since the receiving of hard copies has been dispensed with vide O.MNo:A/24(2017)-651, dated:07/06/2018 and head office Circular No: PS/MD/2879-2909,dated:7-6-2018.
11. 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.
12. **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.
13. Bidders are advised to use "**My Documents**" area in their user on R&B e-Tendering portal to store such documents as are required.
14. In case of CRF and any other specified project the relevant guidelines/standard bidding document shall be followed.
15. **Instructions to Bidder (ITB)**
- 15-1. All bidders shall include the following information and documents with their bids:-
- Self attested photo copies of original documents defining constitution/legal status, place of registration and principal place of Business.
 - Valid GST registration & Pan No. along with latest acknowledgement receipt of GST return.
- 15-2. The bidder at his own responsibility and risk should visit and examine the site of work and its surroundings before submission of bid.
- 15-3. Non attendance of pre-bid meeting will not be cause of disqualification of the bidder.
- 15-4. All documents relating to the bid shall be in English Language.
16. **(In case of non-availability of stocks in Divisional Stores the contractor shall have to purchase the required material of quality & specifications prescribed to be certified by Manager in-charge after getting non-Availability certificate from Dy.GeneralManager &**

shall not be entitled for any type of excessive rates on this account and also shall have no bearing on stipulated date of completion & other terms and conditions of the contract.

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 .No rate shall be allowed for such item/items in the allotment of contract.

18. General conditions of Contract:-

18-1. 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.

18-2. 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.

18-3 Advance Payments:- No mobilization advance/equipment advance shall be paid unless otherwise specified in the SBD.

18-4. secured advance: No secured advance is admissible unless otherwise specified.

18.5. Schedule Payment: The Payment schedule shall be fixed 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,

18.6. Amendment of bidding document: Before the deadline for submission of bids the employer may modify the bidding documents by issuing addenda.

18.7 The tender receiving authority reserves the right to accept or reject tender or all tenders without assigning any reason thereof.

18.8. Unbalanced bids: In case of the lowest bidder is found unbalanced, the successful bidder shall have to produce additional performance security in shape of CDR.FDR/B.G within 07 days after opening of price bids as per following breakup.

S.No.	Percentage of unbalanced bid, viz, advertised cost on account of low rates	Additional performance security on Advt. Cost
1	Upto and including 15% below	Nil
2.	Greater than 15% below & upto 20 % below	5%
3	Greater than 20% & upto 25% below	10%
4	Greater than 25% & upto 30% below	15%
5	Greater than 30% below	20%

Additional performance security shall be released after successful completion of the work.

18.9 **Restoration of work:-** On completion of contract the contractor shall responsible to remove all un-used material and restore all work in its original position at his own cost.

18.10 **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.

18.11 **Arbitration:-** The arbitration shall be conducted is 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)

18.12. The date of start of work shall be reckoned within seven days of issuance of allotment/

letter of intent. In case the agency fails to execute the work, the deposits in the shape of CDR and Additional Performance shall be liable for forfeiture besides initiating other punitive actions against the defaulter without any notice.

- 18.13. All Key construction materials shall have to be strictly as per prescribed specifications and approval of the Engineer in-charge
- 18.14 The CDR shall be released after (18) eighteen months from completion of the work and Satisfactory maintenance for such period.
- 18.14-A The normal bill deposit which shall be deducted from each running bill @10% and same shall be released after the expiry of the DLP of 18 months.
- 18.15 Failure on part of the contractor to fulfill his obligations of maintenance schedules shall result in forfeiture of the deposits held for this purpose as well as the CDR for this work.
- 18.16 **Safety:-** The contractor shall be responsible for safety of all activities at site of work.
- 18.17 **Discoveries:-** Anything of historical or other interest or other interest or of significant value unexpectedly discovered on the site shall be the property of the government.
- 18.18 **Tests:-** the contractor shall be solely responsible for carrying out the mandatory tests required for the quality control at his own costs.
- 18.19 **Termination:-** The employer may terminate the contract if the contractor causes a fundamental breach of the contract
- 18.20 **Fundamental breach of contract will include:-**
 - a. Continuous stoppage of Work for a period of 30 days without authorization of Engineer in-charge.
 - b. Contractor is declared bankrupt.
 - c. Any evidence of involvement of contractor in corrupt practices .
 - d. If the contractor indulges in willful disregard of the quality control measures put in place by the department.
 - e. Contractor deploys the completion of work beyond stipulated time of completion.
 - f. Pursuant to the process of termination of defaulted contractor, the employer reserves the right to invite fresh tender for the balance work at the risk and cost of defaulting contractor.
 - g. 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 J&KPCC Ltd at least for one year.

18.21 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.

18.22 Specification/Quality Control: - All items of works shall conform to Specifications as per IRC/MORTH/NBO/CPWD/SSR/ Any other prescribed specifications.

18-23 Insurance: - Insurance cover to Labour / Machinery / Work / Plant material / Equipment by the contractor shall be mandatory.

18-24 Laws Governing the Contract:-The contract shall be governed by Laws of the land.

18-25 Court's Jurisdiction:-In case of any disputes/differences between contractor and Department the jurisdiction shall be J&K State

18.26 Time extension:-

- a. The work is to be completed within the 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. 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.
- c. 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.
- d. On contractor's representation based on the grounds as details 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

19. The tender/bid is liable to rejection if it does not full fill the requirements as laid down in NIT.

20. The earnest money in favour of unsuccessful/ Non-responsive bidders shall be released only after ensuring submission of tender document fee in original with the tender receiving authority, irrespective of submission of hard copies and failure of submission of tender document fee be bidder using the site shall entail him or blacklisting.

21. All other terms, conditions shall remain same as per form-25 (Double agreement form)

22. If the contractor quotes rate for any item of work in his tender as free of cost at the time of Tendering process, his tender shall be rejected out rightly.

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**Deputy General Manager,
J&KPCC Ltd Unit-leh**

Annexure -B

AFFIDAVIT

1. I, the undersigned, so hereby under oath certify that all the statements recorded are true & correct
2. The undersigned also hereby certifies that neither our firm M/s_____ have abandoned any work in JKPCC.Ltd or any other Department nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid
3. The undersigned hereby authorize(s) and request(s) any bank, person, firm or Corporation to furnish pertinent information deemed necessary & requested by the department to verify this statement or regarding any (our) competence and general reputation
4. The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the department/ project implementing authority
5. The undersigned certifies that the bidder would be able to invest a minimum of 25% of the contract value.
6. The undersigned certified that the bidder is not blacklisted/ debarred by any unit of JKPCC.Ltd or by any government department from participating in tendering process
7. The undersigned certifies that any information regarding any litigation current or during the last five year s(if any) in which the bidder is involved shall be informed to the tender inviting authority
8. The bid will remain valid for a period of 120 days from the date of opening of current tender:
9. My / our tender along with the terms & conditions with relevant columns & annexure duly filled in under my /our attestation and with each page of the tender papers including the enclosed terms and conditions signed by me /us (in the capacity sole owner /general or special /attorney in proof of which power of attorney is attached) is submitted for your favourable consideration.
10. I / we have read the enclosed terms and conditions carefully and have signed the same in token of their absolute and unqualified acceptance. My / our tender constitute a "firm" offer under the J&K Contract Act and is open to an acceptance, in whole or in part. My/our offer, if accepted on the attached terms & conditions will constitute a legal binding, contract and shall operate as contract as defined in the J&K Contract Act and the sales of Goods Act.
11. i/ we understand that Managing Director, JKPCC.Ltd reserves the rights to accept to reject the tender without giving any reason thereof.

Thanking you,

Yours faithfully,

Signature

Name & full address of tender with stamp.