

Government of Jammu & Kashmir
OFFICE OF THE DEPUTY DIRECTOR TOURISM (M&W) KASHMIR, SRINAGAR
SHORT NOTICE INVITING TENDER

e-NIT No. DT/M and W/K/11 of 2019-20 Dated 09.05.2019

For and on behalf of the Governor, J&K State, e-tenders are invited by Deputy Director Tourism (M&W), Kashmir by e-tendering mode on item rate basis from Registered and eligible Manufacturers/dealers of tendered items for the following works:-

S. No	Name of Work	Cost of T/Doc	Earnest Money In Rs.	Time of Completion	Date of Opening of Bid	Class of Contract	Major Head of Account
1	2	4	5	6	7	8	9
1	Supply / installation of mobile Bio-toilet van (4-cabins) at different spots on National Highway from Qazigund-Srinagar and Anantnag-Pahalgam. 06 Nos (Group D)	600	40000/-	15 days	17.05.2019	Registered Manufacturers/dealers of tendered item/s	State Plan
2	Supply / installation of mobile Bio-toilet van (4-cabins) at different spots on Srinagar - Gulmarg Highway and Ganderbal-Sonmarg National Highway 06 Nos (Group E)	600	40000/-	15 days			
3	Supply / installation of mobile Bio-toilet van (4-cabins) at different spots on Mughal Road from Pir Ki Gali to Pulwama . 3 Nos. (Group F)	300	20000/-	10 days			

Position of AAA/TS: Submitted

Position of Funds: Demanded

Special conditions :-

- I. Tenders without Treasury Receipt shall not be entertained.
- II. The rate shall be quoted for one Unit of mobile Bio-toilet van (4-cabins) complete as per specifications given in the BOQ.
- III. The undersigned reserves the right to accept or reject any tender or all tenders without assigning any reason thereof.
- IV. Clarifications, if any, shall be sought from 11.05.2019 to 15.05.2019

The Bidding documents 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 www.jktenders.gov.in as per schedule of dates given below:-

1.	Date of Issue of Tender Notice	09.05.2019
2.	Period of downloading of bidding documents	09.05.2019 6.00pm to 16.05.2019 04.00 P.M
3.	Bid submission Start Date	10.05.2019 From 11.00 A.M.
4.	Bid Submission End Date	16.05.04.2019 Up to 04.00 P.M
5.	Date & time of opening of Bids(Online)	17.05.2019 at 11.00 P.M in the Office of Dy. Director Tourism, (M&W) Srinagar at TFC Nowgam

General Conditions:

- a. The Department shall frame trial directives to facilitate board of officers to carry out physical / technical evaluation of tender sample of Mobile toilet van at the time of procurement.
- b. This trial directive is issued to assist and guide the evaluation committee. The evaluation committee to carry out additional test which they consider necessary to satisfy about the quality of the tender sample is up to the relevant specification.

- c. The evaluation committee should ensure proper safety of men and equipment during valuation to avoid any damage.
- d. Trial / evaluation will be conducted in presence of firm representatives only.
- e. The physical evaluation of the tender sample of Mobile toilet will be carried out by the board of officers detailed by the competent authority.
- f. Following test instruments / materials should be available during the trial / evaluation:-
- g. A. Measuring Tapes. B. Standard MT Tool kit.

Other conditions:

1. The successful bidder shall submit original **Treasury Receipt (1452-Tsm Revenue Head)/CDR** and copies of Registration Certificate and PAN/TIN/GST No. in person within two days from the opening of the bids failing which proceeding as warranted under rules shall be initiated in the matter. No Demand Drafts shall be entertained.
2. The bidders will provide email ID and complete postal address including cell numbers.
3. 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 an e-mail message on their e-mail address. The **bids of Responsive bidders** shall be opened online on same Website in o/o **Dy. Director Tourism, (M&W) Kashmir, Srinagar (Tender Receiving Authority)**.
4. The bids for the work shall remain **valid for a period of 90 days from the date of opening of Bids**
5. 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.

Instruction to bidders regarding e-tendering process.

- 6.1. 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.
- 6.2. 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.
- 6.3. The bidders have to submit their bids online in electronic format with digital Signature. No bid will be accepted in physical form.
- 6.4. Bids will be opened online as per time schedule mentioned in Para-1.
- 6.5. Bidders must ensure to upload scanned copy of all necessary documents with the bid. Besides, original / photocopies of documents related to the bid .

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 favor of Deputy Director Tourism, (M&W) Sgr and Earnest Money /Bid Security in shape of CDR/FDR if applicable pledged to Dy. Director Tourism, (M&W) Srinagar must be uploaded with the documents of the bid of tender/as per time schedule specified.

Rates

9. If the bidder has not uploaded rate for any item/items of the rate list/quantity schedule, the item for which no rate has been quoted/uploaded deemed at HTR (Highest Tendered Rate) received for the particular work at the time of evaluation while preparing comparative statement, however, LTR (Lowest Tendered Rate) shall be allowed in the allotment of the contract as per standard practice, in case such bidder is successful bidder. Furthermore in case the tenderer has uploaded/ quoted rates as "Free of cost" or "nil rates" against all items of the work, the tenderer shall be out rightly rejected.

The rates uploaded/quoted by the tenderer for the items/items shall be entertained upto 2 digits only after decimal for the calculation purposes. However, in case the rate quoted is equivalent to zero value, the same shall be calculated on HTR basis.

10. 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.

11. **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.

12. Bidders are advised to use "My Documents" area in their user on e-Tendering portal to store such documents as reqd.

13. The bidder at his own responsibility and risk should visit and examine the site of work and its surroundings before submission of bid.

14. Non attendance of pre-bid meeting will not be cause of disqualification of the bidder.

15. All documents relating to the bid shall be in the English Language.

16.1 In case the quoted amount of lowest tenderer is unbalanced, the tenderer shall have to deposit additional security performance in the shape of CDR/FDR, pledged to Deputy Director Tourism, M&W, separately in addition to earnest money as per the breakup given below, before issuance of allotment, failing which tender shall be rejected and CDR forfeited including other penalties imposed as per norms in vogue. However, the same shall be released after completion of work, in all respects as per Chief Engineer, PW(R&B) circular issued under No. CE/RBK/HD/13271 dated 03-08-2018. Besides special conditions shall be incorporated if the offered is found to be unbalanced:-

S.No	Below %age of un-balanced against the advertised cost of the work.	Additional security to be deposited.
1.	Upto and including 15% below	Nil
2.	> 15% upto and including 20% below	5.00 % of advertised cost
3.	> 20% Upto and including 25% below	10.00 % of advertised cost
4.	> 25% Upto and including 30% Below	15.00 % of advertised cost
5	>30% Below	20.00 % of advertised cost

16.2 Any bid/s received beyond 15% above the advertised cost of the work shall not be entertained and fresh tenders shall be invited without any further notice.

17. 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. **Penalty for delay in completion:-**In case of delay in completion of work beyond stipulated period of completion, penalty upto Rs.5000/- per day shall be imposed.

19. **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.

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

21. The earnest money of all bidders except the 1st two lowest bidders shall be released after the contract for the work is fixed.

22. Bids from joint ventures are not allowed.

23. **Retention Money:-**10% shall be deducted from each running bill of the successful contractor which shall be released after virtual completion of work in all respects.

25. **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.

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

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

28. **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.

29. **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.

30. **Discoveries:-** Anything of historical or other interest or of significant value unexpectedly discovered on the site shall be the property of the Govt.
31. **Tests:-**The contractor shall be solely responsible for carrying out the mandatory tests required for the quality control at his own cost.
32. **Termination:-** The Department may terminate the contract, if the contractor causes a fundamental breach of the contract and misconduct of behavior.
33. Pursuant to the process of termination of defaulted contract on midway, the Department reserves the right to invite tender for the balance work at the risk and cost of defaulting contractor.
34. **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.
35. **Specification/Quality Control:-** All items of works shall conform to specifications as per IRC/ MORTH/ NBO/ CPWD/ SSR/ Any other prescribed specifications.
36. **Insurance:-** Insurance cover to Labour / Machinery / Work / Plant material / Equipment by the contractor shall be mandatory.
37. **Laws Governing the Contract:-**The contract shall be governed by Laws of the land.
38. **Court's Jurisdiction:-**In case of any disputes/differences between contractor and Department the jurisdiction shall be J&K State.
39. The tender / bid is **liable to rejection** if it does not fulfill the requirements as laid down in NIT.
40. Conditional tenders shall not be entertained at all.
41. All other terms conditions are as per PWD Form 25 (Double agreement Form) and General eNIT.
42. For SSI Unit Holders the CDR should be Rs.5000/- and tender document fee is Rs.100/-
43. **Deductions of Taxes** shall be made from the bills of contractors on gross amount of the bills as per the rates prevailing at the time of recovery, as admissible under rules.
45. Defect Liability period (DLP) shall be one year or (as per company standards) calculated from the date of completion of work, if after physical completion of work in all respects, any defect/imperfection in the work done by the contractor becomes apparent on account of bad workmanship or use of sub-standard materials or on any other account within a period of one year, the contractor shall make the same good, at his own expenses. If the Department deems it proper to restore the damages / defects through other agency, the expenses incurred therein shall be recovered from payment amount that may be due to contractor at any time or from the security deposit. The Security deposit of the contractor shall not be refunded before the expiry of (DLP).
46. The CDRs in respect of unsuccessful & untendered bidders shall be released only after depositing of Demand Draft in original (cost of Tender Document) in the office of Dy. Director Tourism (M&W).

47. In case the **IRREVOCABLE POWER OF ATTORNEY** is executed by the successful contractor in favour of any other person or Bank, the same shall be entertained subject to acceptance by the competent authority.

**Deputy Director Tourism
(M&W), Srinagar
Dated 9.05.2019**

NIT No:- DT/M&W/K/11/79-85

Copy to the: -

1. The Director Tourism, Kashmir for favour of information .
2. Chief Engineer, Mechanical Srinagar.
3. Joint Director, J&K information with the request that the e-NIT be published in two leading Dailies.
4. ADT(M&W) Civil for information,
5. Head Draftsman, M&W Office for publication in website www.jktenders.gov.in.
6. Notice Board.