

NOTICE INVITING TENDER

e-NIT NO:24 of 2018-19

Dated: 07-01-2019

On behalf of the Managing Director J&K PCC Ltd. e-tenders on item rate basis are invited from approved and eligible contractors registered with J&K State Govt., CPWD, Railways, for the work mentioned below:-

S. No.	Name of work	Approx. cost	Earnest Money	Tender Cost	Time of completion
1.	Construction of Cafeteria in Govt. Polytechnic College, Samba (Structure Only) inclusive of all Taxes.	~ 8.50 lacs	~ 17000	~ 1000	03 months

Scope of work:

Construction of Cafeteria in Govt. Polytechnic College, Samba (Structure Only)

The complete bidding process will be **online**.

1. The bidding documents can be downloaded from the website <http://jktenders.gov.in> from **08-01-2019 1200 Hrs to 28-01-2019 1600 Hrs**
2. The bids shall be deposited in electronic format on the website <http://jktenders.gov.in> from **08-01-2019 1200 Hrs to 28-01-2019 1600 Hrs**
3. The original instruments in respect of cost of bid documents and EMD must be delivered to the Deputy General Manager, Unit-5th Kathua by L1 bidder before allotment.
4. Bids must be accompanied by bid security as specified payable at Kathua pledged in favour of **Dy. General Manager, JKPCCLtd., Unit-5th Kathua** and cost of tender document as specified shall be deposited in J&K bank Branch New Secretariat road Srinagar a/c No. 0084010100002408 IFSC code JAKA0PROMPT having Account title Financial Controller, JKPCCLtd. (Current Account) SWIFT Code JAKABBINRSGR(Optional).The scanned copy of payment acknowledge slip shall be uploaded.

Bid security will have to be in shape of CDR/FDR shall have to be valid for 9 months or more after last date of receipt of Bid.
5. The Pre-bid meeting will be held in the office of Deputy General Manager JKPCCLtd., Unit-5th Kathua on 16-01-2019 at 1200 hrs to clarify the issues and to answer question on any matter that may be raised.

6. Technical bids of bidders shall be opened online on **30-01-2019**

7. Financial bids will be opened online at the date convenient to the Department and will be intimated later on.
8. The bid for the work shall remain open for acceptance for a period of 90 days from the date of opening of bids. If any bidder/ tenderer withdraws his bid/ tender before the said period or makes any modifications in the terms and conditions of the bid, the said earnest money shall stand forfeited.
9. Bid documents can be seen at and downloaded from the website <http://jktenders.gov.in> Bid documents contain qualifying criteria for bidders, specifications, bill of quantities, conditions and other details.
10. The site for the work is available
11. A bidder shall not be permitted to bid for works in the jurisdiction of officer responsible for award and execution of contract in which his or his spouse's near relative (defined as first blood relations, and their spouses) is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Assistant Engineer (both inclusive)
12. No engineer of gazette rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering department of the State Government is allowed to work as a contractor for a period of two years after his retirement from Government service, without Government permission. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the government as aforesaid before submission of the tender or engagement in the contractor's service.
13. Other details can be seen in the bidding documents.
14. Any other information regarding e-tendering process can be had from the Office Deputy General Manager, JKPCCLtd., Unit Vth Kathua.

15. Instruction to bidders regarding e-tendering process

- a) 1. The interested bidder can download the bid from the website <http://jktenders.gov.in>.

2. Bidders are advised to download bid submission manual for the help of bid submission process from the Downloads option as well as from Bidders Manual Kit on website <http://jktenders.gov.in>
- b) To participate in bidding process, bidders have to get digital signature certificate card 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 signature certificate card from any approved vendors. The bidders who already possess valid digital signature certificates card, need not to procure new digital signature certificate card.
- c) The bidders have to submit their bids online in electronic format with digital signature. The bids proposed without digital signature will not be accepted.

- d) Bids will be opened online as per time schedule mentioned in para 2 (a).
 - e) Before submission of online bids, bidders must ensure that scanned copy of all the necessary documents have been attached with bid.
 - f) The department will not be responsible for delay in online submission due to any reasons.
 - g) All required information for bid must be filled and submitted online. The bidder should recheck his online document before submission on line otherwise damaged/ corrupt document shall not be considered in any case.
 - h) The details of hard copies of original instruments in respect of cost of bid Documents & EMD specified in the tender documents should be the same as submitted online otherwise tender will summarily be rejected.
 - i) Bidders can contact the undersigned or concerned DGM any guidance for getting DSC or any other relevant details in respect of e- tendering process.
 - j) Bidders are advised to use My Documents area on their used on JK tender e- tendering portal to store important documents which are used in all tenders like VAT Certificate, sales Tax clearance Certificate, Pan Card etc and attach these certificate as Non Statutory Documents while submitting their bids.
 - k) Bidders are advised not to make any change in BOQ contents or its name in no case they should attempt to create similar BOQ manually. The BOQ downloaded should be used for filling the net item rate inclusive of all taxes excluding Service Tax and it should be saved with the same name as it contains.
17. Bidders are advised to scan their documents at 100 DPI (Dots per inch) resolutions with Black and white, JPEG scan properly convert scanned images to PDF .
18. The guidelines for bidders to submit bid online can be downloaded from website <http://jktenders.gov.in>.

Dy. General Manager,
JKPCC Ltd. Unit 5th,
Kathua

Copy to:

- 1) Managing Director, JKPCC Ltd., Jammu for information.
- 2) Executive Director, JKPCC Ltd., Jammu for information.
- 3) Financial Controller, JKPCC Ltd., Jammu for information.
- 4) Accounts Officer, JKPCC Ltd., Jammu for information.
- 5) e-tendering Cell for uploading the tender on www.jktenders.gov.in.

QUALIFICATION CRITERIA

A) Bidder must upload the following documents online on www.jktenders.gov.in for their eligibility for participation.

1. Scanned copy of Receipt of deposit for tender document cost.
2. Scanned copy of Earnest Money-CDR/FDR
3. Registration Certificate duly renewed for the current year as Contractor/ Firm with State/ Central Govt.
4. Pan Card Copy
5. GST Registration Certificate.
6. BOQ duly uploaded after quoting rates in words and figures.(inclusive of all taxes)

B. Specification:

All the items of works shall conform to specification as per BOQ

C. Penalty for delay in completion:-

In case of delay in completion of work beyond stipulated period of completion, penalty @ 1% of Contract Value of delay subject to maximum of 10% of contract value shall be imposed.

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

E. Restoration of work: -

On completion of contract the contractor shall be responsible to remove all un-used material and restore the site in its original position at his own cost.

F. Defect Liability period:-

The DLP shall be calculated from date of certified completion of work and period shall be 12 months from the certified date of completion by JKPCCLtd.

G. Taxes

All duties, taxes, royalties, Toll and other levies / GST payable by the Contractor under the contract, or for any other cause shall be included in the rates, prices submitted by the bidder. The Department will not entertain any claim in this regard what so ever.

H. Discoveries

Anything of historical or other interest or of significant value unexpectedly discovered on the site shall be the property of the Govt.

I. Tests

The contractor shall be solely responsible for carrying out the mandatory tests required for the quality control at his own cost and shall submit a test report regarding the physical/ chemical properties as well as structural strength of material.

J. Termination

The employer may terminate the contract if the supplier causes a fundamental breach of the contract. 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. If In case contractor fails 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 JKPCC Ltd., at least for one year and shall be recommended for blacklisting as well.

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

The date of start of the work shall be reckoned within 07 Days from the date of issuance of LOI/Contract allotment as the case may be.

K. MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENT ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK:-

- a) Compliance with Labour Regulation Laws of J&K State.

L. Specification/Quality Control:- All items of works shall conform to specifications as per BOQ

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

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

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

P. All other terms and conditions are as same as are in vogue in JKPCC Ltd.

Q. Other conditions:

- 1) The supplier / agency failing to execute the work in part or in full. Action will be taken against him according to the following conditions:-
 - a. A registered notice or notices sent through special messenger by the Manager I/c to the supplier for non-start of work will amount to breach of contract.
 - b. The corporation may execute the work left by the supplier at his risk and cost. Any additional amount involved for execution of work will be recovered from other claims/resources of the contractor available with the department.
 - c. In case supplier evades the receipt of notice or deliberately gives wrong address for the communication where it is not possible to deliver registered letter, the notice will be pasted on the entry gate of his premises in presence of a witness. This will be treated as notice being served upon the supplier.
- 2) Tenderer shall not be entitled for any claim what so ever on account of expenses incurred by him on submission of the tender.
- 3) All terms and conditions of NIT/ Agreement to be drawn by the supplier / agencies shall be binding upon the contractor/ agencies as soon as the allotment of contract is awarded in favour of contractor/ agency. The terms and conditions contained in other similar nature of contracts of this corporation shall also be applicable.
- 4) Misconduct/ Misbehavior observed during the tender opening process, during the execution of work with any officer / official shall be dealt under rules. He shall be disqualified in the tendering process / his contract shall be liable for termination.
- 5) The accepting authority reserves the right to accept or reject any or all the tender before or after their opening without assigning any reason thereof. The allotting authority in view of exceptional circumstances reserves the right of granting the contract to any of the tenderer it deems proper in the interest of the work without assigning any reasons thereof.
- 6) The successful tenderer will abide by all labour laws and will be personally responsible for any casualty/ eventuality/ accident during the period of contract. For such eventualities he will have to insure his all workmen and machinery deployed on the work.
- 7) The watch & ward of the material during execution shall be sole responsibility of the successful tenderer.

- 8) Before supplying the material, the site measurement/ openings shall be properly measured.

R. Performance security (unbalanced bids)

If the bid of the successful bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract the employer may require the bidder to produce detailed price analysis for any or all items of the bill of quantities to demonstrate the internal consistency of these prices with the construction methods and schedule proposed in such case the tenderer is bound to deposit the cost difference between his tendered cost and the advertised cost with the department as a guarantee against the successful performance of his contract in the event of failure of tenderer to abide by this clause the tender shall be liable for rejection.

S. Deviation items:

No deviation items shall be executed by the contractor unless until it is approved in writing by the engineer-in-charge (i.e., Dy. General Manager).

T. Security Deposit

1. The earnest money of the successful tenderer shall be retained and released after the successful completion of work.
2. 5% security deposit deductions shall be made from all interim bills including final bill.
3. The security deposit at the credit of the contractor shall be refunded to the contractor after the date of expiry of defect liability period of one year from the date of taking over of the work and removal of defects after conducting necessary repair to the entire satisfaction of the Engineer-in-charge.
4. The security deposit shall not bear any interest.
5. The security deposit shall be liable to forfeit as per the discretion of the Engineer-in-charge if the contractor fails to carry out work or perform/ observe any of the conditions of the contract.

U. Time of completion

The time being essence of any contract, the work is to be completed within 03 Months period reckoned after 07 day from the date of issue of allotment order or letter of intent.

V. Replacement of defective work and material

The contractor shall also be personally liable for civil and criminal prosecution under law if the specifications of the materials used are found in contravention to the specification prescribed during execution of the work even after completion and finalization of the contract i.e., at any stage during the prescribed life of the structure.

The tenderers shall in their own interest examine the conditions of the contract and specifications of the work. They shall also inspect the site and satisfy themselves (on their own) as to the climate and other conditions prevailing at the site. The nature and extent of the work, all existing and required roads and other mean of communication and access to site, availability of housing and other facilities, availability of different material, labour and probable sites, for labour camps, stores and godowns etc. They shall themselves obtain all necessary information as to the risks, contingencies and other circumstances which may effect of influence their tender, No extra charges consequent to any misunderstanding or otherwise no on this account shall be allowed.

W. PAYMENTS SCHEDULE:-

- All the payments during execution of work shall be based on the actual measurement.
- Final payment on account of this work and deposit shall be release only after test reports from recognized laboratory is furnished for the quality i.e. gauge and grade.
- The material i.e. Cement & Steel reinforcement shall be supplied by the Department (JKPCC Ltd.,) and Cost thereof shall be deducted from the bill at following rates:
 1. Cement @ Rs.430/Bag
 2. Steel reinforcement all dia @ Rs. 56/KG

**Deputy General Manager,
J&K PCC Ltd. Unit 5thKathua.**