

NOTICE INVITING FRESH TENDERS

NIT No: -Fresh-24/ET/SSA-RMSA/Kmr of 06/2022

Dated: 16/06/2022.

(Single Cover System)

For and on behalf of the President of India, e-tenders (In single cover system) are invited on **Percentage basis** from approved and eligible Contractors registered with J&K UT Govt. CPWD, Railways and other State/UT/Central Government Departments for the following works: -

SNo	Name of Work	Est. Cost (Rs. in Lacs) Includ. C/O Stores	Cost of T/Doc. (In rupees)	EMD (Earnest Money Deposit)	Time of Completion in (days)	Tender Opening Date	Class of Contract	MH of Account	Remarks
1	2	3	4	5	6		8	9	
01	Construction of Boundary wall at BMS Khadinyar, GMS Check Shutloo and BMS Wanawar District Baramulla	15.96	800	Rs. 31920	120 Days	23-06-2022	B/C	PAB	3 rd Fresh
02	Construction of Boundary wall at BMS Mayan, GMS Mayan and BMS Gujjarnallah District Baramulla	15.96	800	Rs. 31920	120 Days	23-06-2022	B/C	PAB	3 rd Fresh
03	Construction of Boundary wall at MS Kalsan Nowgam and MS Nowgam District Baramulla	10.64	600	Rs. 21280	90 Days	23-06-2022	B/C/D	PAB	3 rd Fresh
04	Construction of Boundary wall at MS Nangaran and MS Mir Patti Khahmoh District Baramulla	10.64	600	Rs. 21280	90 Days	23-06-2022	B/C/D	PAB	3 rd Fresh
05	Balance work for construction of Art/Craft Room at HS Kanthpora Lolab District Kupwara.	Rs 1.53	Rs.200	Rs 3060	30 Days	23-06-2022	D	PAB	2 nd Fresh
06	Balance work for construction of Art/Craft Room at HSS Nagri District Kupwara	Rs 1.86	Rs.200	Rs 3720	30 Days	23-06-2022	D	PAB	2 nd Fresh
07	Construction of Girls toilet and tile path at HSS Drung , Upgradation of SB at PS Nasarpora Khag and construction of fencing wall & Gate at at MS Nussu Khag District Budgam.	Rs. 6.08	Rs.300	Rs 12160	90 Days	23-06-2022	C/D	District Capex	2nd Fresh
08	Construction of Girls Toilet at HS Jawalapora District Budgam	Rs 1.94	Rs.200	Rs 3880	30 Days	23-06-2022	D	District Capex	2nd Fresh
09	Construction of Girls toilet at PS Mangralcheck Shunglipora , Construction of tile path and levelling of Ground at HSS Khag and Construction of Protection wall at back side of MS Bathipora Khag District Budgam	Rs 6.32	Rs 300	Rs 12640	60 Days	23-06-2022	C/D	District Capex	2nd Fresh
10	Upgradation of classroom at MS Ramhama , construction of Protection wall at HS Aripanthan and construction of fencing at MS Dajimalikgund District Budgam	Rs. 6.78	Rs.300	Rs 13560	90 Days	23-06-2022	C/D	District Capex	2nd Fresh
11	Construction of boundary wall at back side at HSS Soibugh and MS Hatharan District Budgam	Rs 4.79	Rs.200	Rs 9580	60 Days	23-06-2022	D	District Capex	2nd Fresh
12	Construction of boundary wall and stair steps at MS Wadipora , construction of protection wall at MS CG DHAR Kakawring and PS Charikhhal Darwan District Budgam	Rs. 8.86	Rs.300	Rs 17720	90 Days	23-06-2022	C/D	District Capex	2nd Fresh

13	Construction of Bathroom at PS Astan Mohalla Dachan ,Construction of Chainlink Fencing at PS Kralnewa and Construction of Chainlink Fencing at Bail Mohalla PS Zoogo District Budgam	Rs 6.45	Rs 300	Rs 12900	60 Days	23-06-2022	C/D	District Capex	2nd Fresh
14	Upgradation of School Building at PS Thagpora Gudsathoo ,Upgradation of Laboratory Block at HS Choon and Upgradation of Class Rooms at MS Budibagh District Budgam	Rs 6.22	Rs 300	Rs 12440	60 Days	23-06-2022	C/D	District Capex	2nd Fresh
15	Construction of Additional Accomodation at PS Hazerpora District Budgam	Rs. 27.58	Rs.1100	Rs 55160	120 Days	23-06-2022	A/B	District Capex	2nd Fresh
16	Construction of Balance work of Science lab and library Room at High school Punzwa District	Rs. 3.84	Rs.200	Rs 7680	60 Days	23-06-2022	D	District Capex	2nd Fresh
17	Construction of Additional Accomodation for Darwan Nowgam District Budgam	Rs 40.0	Rs.1100	Rs 80000	180 Days	23-06-2022	A/B	District Capex	2nd Fresh
18	Upgradation of Classroom at MS Kheerigund,Construction of Girls Toilet At HS Dadaompura and Construction of Fencind at HS Rangar District Budgam	Rs. 8.08	Rs 600	Rs 16160	90 Days	23-06-2022	C/D	District Capex	2nd Fresh

Position of AAA: Accorded

Position of funds: Committed

Head of Work: - PAB AND District CAPEX

Note: -- As per Circular issued by the Government of Jammu and Kashmir Civil Secteriat Finance department vide No.OM No.A/24(2017)-651 dtd.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 and should be obtained from the bidders who is declared first lowest (L1) after opening of financial bids.

B) (i) All bidders have to pay 2% of Advertised Cost of the Work as earnest money deposit (EMD) in shape of CDR/FDR pledged to Executive Engineer Education Division-I Srinagar at the time of tendering.

(ii) . The successful Bidder has to produce Performance Security Deposit @5% of contract value in the shape of CDR/FDR/BG Pledged to Executive Engineer Education Division-I Srinagar within 03 days after opening of Bids which shall be released after successful completion of work with DLP. This will replace the EMD@ 2% of the Advertised cost uploaded by the Bidder.

C) The earnest money may be forfeited if: -

a. Any bidder /tenderer withdraws his bid/tender during the period of bid validity or makes 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.

1. 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 the departmental website www.jktenders.gov.in as per schedule of dates given below

1.	Date of issue of Tender Notice	16/06/2022
2.	Period of downloading of bidding documents.	From 16/06/2022 to 22/06/2022 up to 4:00 PM
3.	Bid submission Start Date	16/06/2022.
4.	Bid submission End Date	22/06/2022 up to 4:00 PM
5.	Date &Time of opening of Bids (Online)	23/06/2022 at 10:30 AM Office of the Executive Engineer School Education Division 1st Kashmir

2. Bids must be accompanied with cost of Tender document to be deposited in the official Bank Account No: - **053504051000002 Branch office J&K Bank Khayam Chowk Srinagar**, and the bank receipt as per the amount deposited and mentioned against the relevant work should be uploaded along with the other required documents in shape of bank receipt in favour of **Executive Engineer School Education Deptt. Div1st** **It is important to mention name of Bidder, Name of work and NIT No/S.No on the bank receipt counter file which has to be attached with the bid.**
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 Web Site in the Office of the **Executive Engineer School Education Division - 1st Kashmir (tender receiving authority)/other competent authority to do so.**
4. The bids for the work shall remain **valid for a period of 60/120/30 days from the date of opening of financial bids.**
5. The earnest money shall be forfeited, If: -
a) Any bidder/ tenderer withdraws 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 15 days after fixation of contract.

6. 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 to 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 vendors.

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 are submitted physically by(L1) first lowest bidder before the date specified in para-1. **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 bank receipt in favour of **Executive Engineer School Education Deptt. Div 1st** and must be uploaded with the document of the bid. The original bank receipt (cost of tender document) CDR (earnest money) and relevant bid documents to be submitted to the tender opening authority by Registered post/ Courier/by hand before the date of submission of tender/as per time schedule specified by (L1).

9. 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.

10. **Price escalation and all 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 up to** completion of the work Deduction on account of taxes and other services as levied by the government time to time shall be made from the bills of the contractor on gross amount of the bill as per rates prevailing at the time of recovery.

11. Bidders are advised to use "**My Documents**" area in their user on R&B e-Tendering portal to store such documents as are required.

Instructions to Bidder (ITB)

All bidders shall include the following information and documents with their bids: -

a) **Scanned Copies of original documents defining constitution/legal status, place of registration and principal place of Business with registered E-mail address and Mobile No. of the bidder / Firm/SHG.**

b) **Valid PAN No.**

c) **GST registration acknowledgement receipt along with latest GST (3B) and GST (R1) shall be furnished in soft copies of ending previous month & quarterly respectively.**

d) Affidavit on Rs 10 Stamp paper: -

To submit original copy of attested affidavit on Rs 10 Stamp paper to the effect that: -

- 1) The Documents / Certificates etc. enclosed with the technical Bid are genuine and have not been tempered or fabricated.**
- 2) That I have not been debarred or black listed by any Govt. / semi-Government (incl central & UT) department.**
- 3) That I have not fallen into litigation with any Govt. or semi-Govt. department.**
- 4) That my tender / bid shall remain valid for 120 days from the date of opening of technical bid.**
- 5) That the information supplied with the tender is correct and nothing has been concealed and for any misrepresentation of facts I shall be responsible and liable for action.**
- 6) I submit/upload document for NIT: _____ S.No:- _____ for the work Name of Work _____ Under _____ (MH of account)**

Note: - (Failure to produce the affidavit shall make the bid as non-responsive)

Note for Bidders Upload the Documents.in one pdf file.

1.Scanned copy of Tender document fee with Name of Bidder, NIT No and S.No in the NIT is mandatory Failing of which will make bid Non Responsive.

2.Scanned Copy of EMD (Earnest Money Deposit) EMD Uploaded should be dated between the 1st day and last day of bid submission.

3.Scanned copy of Registration card with up-to-date renewal

4.Scanned copy of Pan Card

5.Scanned copy of GST Acknowledgement, GST Return (3B) and GST (R1) i.e., (Latest 3B and R1)

6. Affidavit on stamp paper Rs 10 as mentioned in NIT condition in para ITB part e. (E-Stamp is mandatory)

7. Bill of quantities (BOQ)

8. All Bidders should upload up to date verification of card issued by card issuing authority

Note for Bidders: - 1 Submission of registered Address/e-mail/GST/PAN/Cell No contact No is must, otherwise bid of the contractor shall be rejected if contact No, correspondence address and E-Mail is not uploaded.

12.2. The bidder should visit and examine the site of work and its surroundings before submission of bid.

12.3. All the documents relating to pre-bid meeting will not be the cause of disqualification of the bid if needed in NIT

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

12.5 It is mandatory for all bidders participating to submit all documents in terms of soft copies in e-tendering website.

12.6 All Bidders should upload up to date verification of card issued by card issuing authority.

13. The contractor may purchase required material of quality and specifications prescribed, to be certified by Engineer in-charge with documentary proof if asked for as and when desired.

14. If the bidder does not quote rate for any item of the rate list/quantity schedule, 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 contract.

15. General conditions of contract: -

15.1. 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.

15.2. Penalty for delay in completion: -In case of delay in completion of work beyond stipulated period of completion, penalty up to maximum of 10% of the contract shall be imposed.

15.3. 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.

15.4. Advance payments: - No mobilization advance/equipment advance shall be paid un-less otherwise specified in the SBD.

15.5. Secured Advance: - "No secured advance is admissible under any circumstances.

15.6. 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 except in exceptional cases where funding delays are deserved.

15.7. Schedule of Payments: -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.

15.8. Amendment of bidding document: -Before the deadline for submission of bids the employer may modify the bidding documents by issuing Addenda.

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

15.10. The Contractor/ Agency who have failed to execute the allotted works through this division Or their security deposit /CDR's have been forfeited or Black listed cannot participate for the tenders for a period of one year from the date of forfeiture / black listing.

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

15.12. 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 and should have registered with the concerned labour department.

15.13. 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.

15.14. Defect Liability period: - The DLP shall be Calculated from date of certified completion of work and period shall be 06 months for minor works/repair and renovation / ACR's etc., and 12 months for major works exceeding Rs 30.00 Lacs.

15.15. Safety: - The contractor shall be responsible for safety of all activities at site of work.

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

15.17. Tests: -**The contractor shall be solely responsible for carrying out the mandatory tests (Concrete Blocks etc) required for the quality control at his own cost including that of material supplied test reporting cost there off.**

15.18. Termination: - The employer may terminate the contract if the contractor causes a fundamental breach of the contract.

15.19. Fundamental breach of contract will include: -

- a. **Continuous stoppage of Work for a period of 30 days without authorization or justifiable reason to be decided by the allotment issuing authority.**
- b. **Contractor is declared bankrupt.**
- c. **Any evidence of involvement of contractor in corrupt practices.**
- d. **Contractor delays the completion of work beyond stipulated time of completion.**

- e. 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.
- f. 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 portion works in Education Department & it shall be recommended to the other sister departments like PW (R & B), PHE, Irrigation for debarring the contractor at least for one year or as deemed necessary.
- 15.20. Major Labour Laws applicable to establishment engaged in building and other construction work: -
- Workmen compensation act 1923.
 - Payment of Gratuity Act 1972.
 - Employees P.F. and Miscellaneous Provision Act 1952.
 - Maternity Benefits Act 1951.
 - Contract Labour (Regulation & Abolition) Act 1970.
 - Minimum Wages Act 1948.
 - Payment of Wages Act 1936.
 - Equal remuneration Act 1979.
 - Payment of bonus Act 1965.
 - Industrial disputes Act 1947.
 - Industrial employment standing orders Act 1946.
 - Trade Union Act 1926.
 - Child Labour (Prohibition & Regulation) Act 1986.
 - Inter State Migrant workmen's (Regulation of employment & Conditions of service) Act 1979.
 - The building and other Construction workers (Regulation of employment and Condition of service) Act 1996 and the Census Act of 1996.
 - Factories Act 1948.
 - Compliance with Labour Regulation Laws of J&K State.
- 15.21. **Specification/Quality Control:** All items of works shall conform to specifications as per IRC/MORTH/NBO/CPWD/ SSR/Any other prescribed specifications.
- 15.22. **Insurance:** - Insurance cover to Labour / Machinery / Work / Plant material / Equipment by the contractor shall be mandatory.
- 15.23. **Laws Governing the Contract:** -The contract shall be governed by Laws of the land.
- 15.24. **Court's Jurisdiction:** -In case of any disputes/differences between contractor and Department the jurisdiction shall be J&K State within the Kashmir Division.
- 15.25. **Time Extension:** -
- The work is to be completed within a 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.
 - 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.
 - 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.
 - 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.
 - Extension of time shall be also admissible in the event of temporary suspension of work.
16. 50% of the normal deposits (deducted at 10% from running bills) to be released after virtual completion of the work and Balance 50% after completion of DLP).
17. Additional performance security required as per NIT Conditions shall be released after virtual completion of the work.

18. Earnest money in the Shape of CDR shall be released after DLP is over successfully.
19. The tender/bid is liable to rejection if it does not fulfill the requirements as laid down in NIT.
20. All other terms conditions are as per PWD Form 25 (Double) Agreement Form.

Sd/=

**Executive Engineer, School
Education Div. 1st Kashmir**

No: EDU/XEN/DIV-I/254-264/2022-23

Dated: 16 /06/2022

Copy to the: -

1. Secretary to Govt. School Education Department Civil Secretariat Srinagar for information.
2. State Project Director SAMAGRA for information.
3. Director School Education Kashmir for information.
4. Director Information Srinagar for publication in two leading newspapers.
5. Chief Engineer PW (R&B) Department Kashmir for favour of kind information.
6. District Development Commissioner Budgam, Baramulla and Kupwara favour of information.
7. Chief Accounts Officer/ AO, SAMAGRA for information.
8. Chief Education Officer Budgam, Baramulla and Kupwara favour for information.
9. Assistant Engineer Engineering Sub-Division Budgam, Baramulla and Kupwara favour for information
10. Head Draftsman, Divisional Office for information.
11. President, Contractors Association for information.
12. Notice Board