

**GOVERNMENT OF JAMMU AND KASHMIR**

**OFFICE OF THE EXECUTIVE ENGINEER PCD (PHQ) J&K SRINAGAR.**

**FRESH INVITING E-TENDER NOTICE**

e-NIT No/EE-PCD/PHQ/56/2019-20 Dated: - 31-07-2019

Executive Engineer PCD PHQ J&K JAMMU/ SRINAGR on behalf of Governor of J&K State invites tenders by e-tendering on **item rate basis** from approved arid eligible contractors registered with J&K State Govt. / CPWD / Railways and other State / Central Governments for the following works.

| S. No | Name of Work   | Name of Division        | Estimated Cost (Rs. In lacs) | Cost of document (In Rs) | Earnest Money (In Rs.) | Time Allowed for completion | Time and date of opening of tender | Class of Contractor |
|-------|--|-------------------------|------------------------------|--------------------------|------------------------|-----------------------------|------------------------------------|---------------------|
| 1     | 2  | 3                       | 4                            | 5                        | 6                      | 7                           | 8                                  | 9                   |
| 1     | Construction of (16 units) LSQ at Police Station Loran Poonch  | PCD (PHQ) J&K, Srinagar | 148.00 lacs                  | 4000/-                   | 296000/-               | 90 days                     | 13-08-2019                         | "A"                 |
| 2     | Construction of (16 units) LSQ at Police Station Gursai Poonch | PCD (PHQ) J&K, Srinagar | 138.00 lacs                  | 4000/-                   | 276000/-               | 90 days                     | 13-08-2019                         | "A"                 |
| 3     | Construction of Police Station at Gandoh Doda                  | PCD (PHQ) J&K, Srinagar | 140.80 lacs                  | 4000/-                   | 281600/-               | 90 days                     | 13-08-2019                         | "A"                 |

1. Date of Publishing 31-07-2019 at 1630 hours.
2. The Bidding documents can be downloaded from the website <http://jktenders.gov.in> from 1700 hours on 31-07-2019.
  - i. The Bids shall be deposited in electronic format on the website <http://jktenders.gov.in> from 02-08-2019 to 12-08-2019 upto 1600 Hrs. The bids received will be opened at 1100 hours on 13-08-2019 on line.
  - ii. The complete bidding process will be on line.
  - iii. Technical bids of bidders shall be opened on line in the office of Engineer PCD PHQ J&K Srinagar on 13-08-2019 at 1100 Hrs.
  - iv. The lowest bidder i. e. L1 shall be intimated to deposit the original copy of required earnest money in shape of CDR/ FDR and hard copies of all relevant documents as mentioned in clause 2 of general instructions to the bidders within three days from opening of financial bids.
  - v. The cost of tender documents should be submitted by the bidder in shape of treasury challan / receipt and upload the same.
3. 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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4. The site for the work is available. The intending bidders are strongly advised to inspect the site of work before bidding.
5. Bids must be accompanied by bid security in column 6 of the table payable at Jammu/ Srinagar pledged in favour of **Executive Engineer, PCD PHQ J&K Srinagar**. Bid security will have to be in form of CDR / FDR and shall have to be valid for six months or more after last date of receipt of Bid. The cost of downloaded tender documents shall be in form of treasury challan/ receipt.
  - i. Financial Bids will be opened on line in the office of the **Executive Engineer, PCD PHQ J&K Srinagar**. 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.
6. 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.
7. No Engineer of Gazetted 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 permission of the Government. 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.
8. Other details can be seen in the bidding documents.
9. **Instruction to bidders regarding e-tendering process.**
  - i. The interested bidder can download the NIT/bidding document from the website <http://jktenders.gov.in>
  - ii. 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.
  - iii. 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.
  - iv. Bids will be opened online as per time schedule mentioned in Para 2(III).
  - v. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with bid.
  - vi. The department will not be responsible for delay in online submission of bids whatsoever reasons may be.
  - vii. All the required information for bid must be filled and submitted online.
  - viii. The details of original of documents, EMD specified in the tender documents should be the same, as submitted online (scanned copies) otherwise bid will not be accepted.
  - ix. Bidders can contact the undersigned for any guidance for getting DSC or any other relevant details in respect of e-tendering process.

  
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- x. Original Registration certificate of TIN No. / GST No. shall be uploaded on line.
10. The guidelines for submission of bid online can be downloaded from the website <http://jktenders.gov.in>
11. No construction material shall be supplied by Police Construction Division, PHQ .However, the brands of the material will be approved by Engineer Incharge of the concerned site in consultation with Executive Engineer, PCD PHQ J&K.
12. In case the contractor quoted rates are unbalanced i.e. in some items very high and in other very low, the payment shall be made on estimated rates / prevalent rates for the items of higher rates till successful completion of work i. e. after executing all the items of work for which he has quoted lower rates.

No:-e-NIT/EE-PCD/PHQ/2019-20/2632-37  
Dated: 31-07-2019.

  
Executive Engineer  
PCD (PHQ) J&K Srinagar.

Copy to the:-

1. ADGP (Hqr's) PHQ J&K Srinagar for favour of information.
2. Joint Director Information's J&K Srinagar for information and publication in leading Dailies
- 3.) Assistant Executive Engineer PCSD 1<sup>st</sup> & 2<sup>nd</sup> Jammu for Information.
- ✓ 4.) C I T Section PHQ J&K Srinagar for information and necessary action.
- 5-6.) H.A / HD for information.
- 7.) Master File.

  
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**LIST OF IMPORTANT DATE**  
**PRESS NOTICE**  
**NOTICE INVITING TENDER**

e- NIT No.:-EE-PCD/PHQ/56/2019-20 DT.: 31-07-2019

- Name of work:-** 1. Mentioned column no. 02 of NIT  
2. **Completion Period for construction:** See column no. 7 of NIT

|   |  |
|---|--|
| 3. Date of Issue of Notice Inviting Bid                 | Date 31 <sup>st</sup> Month 07 Year 2019                                   |
| 4. Period of downloading Tender Documents :-            | From Date 31 <sup>st</sup> Month 07 Year 2019<br>Time 1700 Hrs             |
|   | Places(s)<br><a href="http://jktenders.gov.in">http://jktenders.gov.in</a> |
| 5. Period of Receiving Bids on line                     | Date 2 <sup>nd</sup> Month 8 Year 2019                                     |
|   | Time 0900 Hrs  |
|   | To Date 12 <sup>th</sup> Month 08 Year 2019 Upto<br>1600 Hrs               |
| 6. Time and date for opening Technical Bid/Bids on line | Date 13 <sup>th</sup> Month 08 Year 2019                                   |
|   | Time 1100 Hours  |
| 7. Time and Date of opening Financial Bid on line       | Shall be communicated  |
| 8. Place of opening Bids                                | <b>Place</b><br>Office of the Executive Engineer, PCD<br>PHQ J&K Srinagar. |
| 9. Last Date of bid validity                            | Date 13 <sup>th</sup> Month 11 Year 2019                                   |
| 10. Officer Inviting Bids                               | Executive Engineer<br>PCD (PHQ) J&K Srinagar.                              |
|   | Designation: Executive Engineer'   |
|   | Address:-<br>Police Construction Division, J&K<br>Srinagar.                |

  
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## A. GENERAL INSTRUCTIONS TO BIDDER

### 1. Scope of Bid

1.1 The Executive Engineer as a representative of the Governor of Jammu & Kashmir State invites bids for the construction of works (as described in these documents and referred to as "the works"). The name and identification number of the works is provided in the Appended NIT. The bidders may submit bids for any or all of the works detailed in the table given in the Notice Inviting Tender. Bid for each work should be submitted separately.

1.2 The successful Bidder will be expected to complete the work by the intended Completion Date specified in the NIT and shall rectify all the defects during defect liability period of twelve months.

1.3 Throughout these documents the terms "bid" and "tender" and their derivatives (bidder/tenderer, bid/tender, bidding/tendering etc.) are synonymous.

### 2. Qualification of the Bidder

In order to qualify all bidders shall upload following documents as defined below:-

- i) Registration Card duly renewed for the current financial year 2019-20.
- ii) Residence proof.
- iii) PAN Card.
- iv) C.D.R./FDR 2% of the advertised cost from any nationalized/ scheduled Bank pledged to Executive engineer PCD PHQ J&K Jammu/ Srinagar.
- v) In light of Govt. Notification issued by Finance Department Civil Secretariat Vide No. A/24(2017)-651 dated:- 07-06-2018, the bidder must upload the copy of challan / receipt on account of cost of tender documents remitted in the treasury concerned for that the bidders must write an application to be addressed to treasury officer concerned requesting therein for remittance of amount as cost of tender documents towards M. H. 0055/ Revenue (others).
- vi) The contractor / firm shall be required to submit the following documents:-  
The financial statements viz balance sheet, profit & loss account duly vetted by Chartered Accountant for last five years.
- vii) Income tax return for last five years.
- viii) The turnover certificate of the contractor duly vetted by Chartered Accountant for last five years.
- ix) In case the firm / agency is defaulter or has any outstanding on account of service tax with sales tax department after ascertaining the details from the web portal of the sales tax department, his tender shall be rejected.
- x) Original Registration Certificate of GST No.

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- i) Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements: and/or
- ii) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

### 3. One Bid per Bidder

Each Bidder shall submit only one Bid for one work. A Bidder who submits more than one Bid will cause the proposals with the Bidder's participation to be disqualified.

### 4. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will, in no case be responsible or liable for those costs.

### 5. Site Visit

The Bidder, at his own cost, responsibility and risk is encouraged to visit, examine and familiarize himself with the site of works and its surroundings including source of earth, water, road aggregates etc. and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the works. The costs of visiting the site shall be at the Bidder's own expense. He may contact the Engineer incharge of work for any guidance relating to site visit.

  
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**B. BIDDING DOCUMENTS**

**6. Content of Bidding Documents**

The set of bidding documents comprises the documents listed below:-

- 1 Notice Inviting Tender
- 2 Instruction to Bidders
- 3 General conditions of Contract
- 4 Bill of Quantities
- 5 Drawings

7. Bidding documents can be downloaded against the payment mentioned in column no. 05 of this NIT.
8. The bidder is expected to examine carefully all instructions, conditions of contract, terms and specifications, bill of quantities, drawings in the Bid Document. Failure to comply with the requirements of Bidding Documents shall be at the bidder's own risk. Bids which are not substantially responsive to the requirements of the Bidding Documents shall be rejected.

**9. Clarification of Bidding Documents**

A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or by Facsimile (Fax) at the Employer's address indicated in the Notice Inviting Tenders. The Employer will respond to any request for clarification received earlier than 10 days prior to the deadline for submission of bids. Copies of the employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.

**10. Amendment of Bidding Documents**

Before the deadline for submission of bids the Employer may modify the bidding documents by issuing addenda.

To give prospective bidders reasonable time to take an addendum into account, in preparing their bids the Employer shall extend, as necessary, the deadline for submission of bids.

**11. Preparation of Bids**

Language of Bid is English

**12. DOCUMENTS COMPRISING THE BID**

The bid submitted by the Bidder in electronic form shall be in two separate parts:

**Part I** This shall be named **Technical Bid** and shall comprise of Scanned copy of following documents

- i. Copy of EMD in the form of CDR/FDR
- ii. Copy of Tender Cost in the form of treasury challan/ receipt.

**List of Document to be enclosed with the Bidding Document by the intending Bidders**

**(Bidders are advised to use "My Documents" area in their user on Jammu & Kashmir e-Tendering portal (<http://jktenders.gov.in>) to store their following documents which are used in all Tenders and attach these certificates as Non Statutory documents while submitting their bids)**

- i. Registration Card duly renewed for the current financial year 2019-20.
- ii. PAN Card.
- iii. Registration Certificate of GST No.
- iv. The contractor / firm shall be required to submit the following documents:-

The financial statements viz balance sheet, profit & loss account duly vetted by Chartered Accountant for last five years.

- v. Income tax return for last five years.
- vi. The turnover certificate of the contractor duly vetted by Chartered Accountant for last five years.
- vii. In case the firm / agency is defaulter or has any outstanding on account of service tax with the sales tax department after ascertaining the details from the web portal of the sales tax department, his tender shall be rejected.
- viii. Any bidder who fails to properly upload scanned and legible / readable treasury Challan/ receipt on a/c of cost of tender documents, CDR and

  
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other bidding documents, his / her bid shall be rejected without assigning any reason thereof.

**Part II** It shall be named **Financial Bid** and will be in electronic format comprising of:-

i. Bill of quantities.

Each part shall be separately submitted online.

The following documents which are not submitted with the bid will be deemed to be part of the bid.

| Section | Particulars               |
|---------|---------------------------|
| 1       | Notice inviting Tender    |
| 2       | Instruction to the bidder |
| 3       | Conditions of Contract    |
| 4       | Specifications            |
| 5       | Drawings                  |

**13. Bid Prices**

13.1 The Contract shall be for the whole works based on the priced Bill of Quantities submitted by the Bidder.

13.2 The Bidder shall adopt item rate only.

13.3 All duties taxes, royalties and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Bid price submitted by the Bidder.

13.4 The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.

**14 Currencies of Bid and payment.**

14.1 The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in India Rupees.

**15. Bid Validity**

15.1 Bids shall remain valid for a period of ninety (90) days after the deadline date for bid submission.

15.2 In exceptional circumstances, prior to expiry of the original time limit, the employer may request the bidder to extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing. A bidder may refuse the request without forfeiting his earnest money. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his earnest money for a period of the extension, and in compliance with clause 16 of ITB in all respects.

**16 Earnest Money**

16.1 The bidder shall furnish, as part of the Bid, earnest Money mentioned in column no. 06 of NIT.

16.2 The earnest money shall, at the Bidder's option, be in the form of CDR / FDR of a scheduled commercial bank, pledged in favour of Executive Engineer (PCD) PHQ J&K Srinagar. The CDR / FDR shall be valid for six months or more after the last date of receipt of bids.

16.3 Any bid not accompanied by an Earnest Money, Pledged in favour of Executive Engineer (PCD) PHQ J&K Srinagar shall be rejected by the Employer as non-responsive

16.4 The earnest money of unsuccessful bidders will be returned within 30 days of the end of the Bid validity period.

16.5 The earnest Money of the successful Bidder will be released after successful completion of the work to be certified by the Engineer incharge.

**C. SUBMISSION OF BIDS**

**17 Submission of Bids**

17.1 The Bidder shall submit separately "Technical Bid" and "Financial Bid"

**Technical Bid:** to be opened on 13-08-2019 in the presence of Evaluation Committee.

**Financial Bid:** Shall be opened in case of qualified bidders only.

**18. DEADLINE FOR SUBMISSION OF BIDS**

  
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Complete Bids (including Technical and Financial) must be submitted online not later than the 12-08-2019 upto 1600 hrs.

The employer may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

**D. BID OPENING AND EVALUATION**

**19 Bid Opening**

The Employer will open the bids received in the presence of the bidders/bidder's representative who choose to attend at the time, date and place. In the event of the specified date for the submission of bid being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.

In all cases, the amount of Earnest Money, forms and validity shall be announced. Thereafter, the bidders' names and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.

At the time of the opening of the "Financial Bid", the names of the bidders whose bids were found responsive will be announced. The financial bids of only these bidders will be opened and remaining disqualified bids shall not be opened. The responsive bidders' names, the Bid prices, the total amount of each bid, and such other details as the Employer may consider appropriate will be announced by the Employer at the time of bid opening.

**20 Process to be Confidential:-**

Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any attempt by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.

**21 Clarification of Bids and Contacting the Employer:-**

No Bidder shall contact the Employer or any matter relating to its bid from the time of the bid opening to the time the contract is awarded.

Any attempt by the bidder to influence the Employer's bid evaluation, bid comparison or contract award decision may result in the rejection of his bid.

**22 Examination of Bids and Determination of Responsiveness:-**

During the detailed evaluation of "Technical Bids", the Employer will determine whether each Bid(a) meets the eligibility criteria defined in clause 2 and 4;(b) has been properly signed;(c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents.

A subsequently responsive "Financial Bid" is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one(a) which affects in any substantial way, inconsistent with the bidding documents, the employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

If a "Financial Bid" is not substantially responsive, it will be rejected by the employer, and may not subsequently be made responsive by corrections or withdrawal of the nonconforming deviation or reservation.

**23 General Experience:-**

The bidder shall meet the aggregate of the qualifying criteria for the individual contract:-

| S. No. | Nature of Works | Financial Turnover required                                | Similar Nature of works as Prime contract   | Remarks           |
|--------|-----------------|--|---|-------------------|
| 1      | Buildings       | 40% of advertised amount in anyone year during the last 05 | The contractor should have executed and completed similar nature/ building work of tender work satisfactorily | Two cover system. |

  
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|  |   |   |  |
|--|---|---|--|
|  | financial years with all relevant documents mentioned in the NIT condition No. 2 (vii-ix) & 12 (v-vii). | amounting to 50% of advertised cost as a prime contract (single allotted contract) during last 5 years (The certificate should be certified by Executive Engineer concerned). |  |
|--|---|---|--|

24.

**PRICE PREFERENCE**

There will be no price preference to any bidder.

**GENERAL CONDITIONS:-**

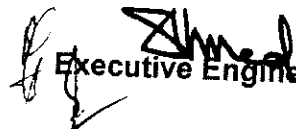
1. **Unbalanced Bid:** The bidders have to produce additional performance security in the shape of CDR/FDR of Recognize scheduled / Commercial Bank, pledged in favour of Executive Engineer PCD PHQ J&K Srinagar. The CDR/ FDR shall be valid for minimum six months or more after the last date of receipt of bids along with the bid document as per following breakup:

| S. No | Percentage of unbalance bid viz., advertised cost on account of low rates | Additional Performance Security. |
|-------|---|----------------------------------|
| 01    | Up to and including 15% below   | Nil                              |
| 02    | Greater than 15% & up to 20% below  | 5%                               |
| 03    | Greater than 20% & up to 25% below  | 8%                               |
| 04    | Greater than 25%  | 20%                              |


2. The participating bidder whose price bid is upto and including 15% below shall have to furnish the undertaking in this behalf duly signed by the bidder along with his price bid failing which the price bid shall be rejected.
3. The additional CDR/FDR in respect of the works shall be released only after successful completion in case of successful bidder (1<sup>st</sup> Lowest) 50% successful completion in case of 2<sup>nd</sup> unsuccessful bidder and within 30 days after the bid validity period on case of other unsuccessful bidders.
4. **The earnest money and additional performance security shall be forfeited if:**
  - i. Any bidder/ Tenderers withdraw his bid/ tender during the period of bid validity or make any modifications in the terms and condition of the bid.
  - ii. Failure of successful bidder to Execute the work as per agreement within 7 days after fixation of contract.
  - iii. The contractor shall be solely responsible for carrying out mandatory tests required for ensuring quality control as per specifications and codes prescribed for execution of work. No claim shall be entitled for payment without quality tests conducted for the works including RCC works and maintained by the Contractor for transparency & accountability.
  - iv. A class contractor must have to engage qualified engineer/ staff at work site, at his own cost for better execution/ monitoring of works.
5. **In addition to the above additional performance security,** the rates of all items in the itemized rate structure shall be paid at overall quoted depreciation of the tender till the executions of such items where the quoted rates are abnormally low, are executed.  
In case of failure to execute such items whose quoted rates are abnormally low, the overall quoted tender depreciation shall hold good for all items executed by the contractor.
6. **Restoration of work:-** On completion of contract the contractor shall be responsible to remove all un-used material and restore all work in its original position at his own cost.
7. **Defect liability period:** the DLP shall be calculated from date of certified completion of work and period shall be 12 Months.
8. **Safety:** The contractor shall be responsible for safety of all activities at site of work.
9. **Discoveries:** Anything of historical or other interest or of significant value unexpectedly discovered on the site shall be property of Govt.

  
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10. **Tests:** the contractor shall be solely responsible for carrying out of mandatory tests required for the quality control at his own cost.
11. **Termination:-** The employer may terminate the contract if the contractor causes a fundamental breach of the contract.
12. **Change of site.** For any unavoidable reasons or the conditions at the site in the interest of Government work the site may be altered/ cancelled abandoned by the competent authority without assigning any reason thereof to the successful bidder which he as to abide.
13. **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. Pursuant to the process of termination of defaulted contract, the employer (Executive Engineer) reserves the right to invite fresh tender for the balance work at the risk and cost of defaulting contractor.
  - vi. If in case contractor failed to start the work/ completion of work, within the stipulated period, his CDR/ Earnest money shall be forfeited after termination of the contract. Besides, defaulting contractor shall be debarred from taking works in PCD PHQ J&K Jammu/ Srinagar at least for one year.
14. Rates quoted shall be deemed to include escalation, all taxes, duties etc. whatever during contract period.
15. All other terms and conditions which are in vogue and as per PWD form 25 shall remain applicable
16. Misconduct/ Misbehavior observed during the tender opening process with any officer/official shall be dealt under rules and in terms of the enlistment of registration of contractor in the Department and shall be subject to cancellation of registration card issued by this department or any other department.
17. In case of firm/contractor fails to start the work within the stipulated time, a registered notice or notice sent through special messenger to the firm/contractor for non start of the work that amounts to the breach of the contractor and will be sufficient to windup or cancel his contract.
18. The accepting authority reserves the right to accept or reject any or all the tenders before or after their opening without assigning any reason thereof. The allotting authority in view of the exceptional circumstances reserves the right of granting the contract to any of the tenderer if deems proper in the interest of the work of course at the lowest received rates without assigning any reason thereof.
19. The department may execute the work left by the contractor at the risk and cost of the contractor. Any additional amount involved for execution of work shall be recovered from the contractor.
20. In case of any typographical error, if found in the rates, quantities or units etc. the same shall be corrected and paid as per sanctioned schedule of rates 2012 in vogue with contractor's Tender appreciation/depreciation.
21. The contractor shall personally liable for civil and criminal prosecution under law, if specification of the work/materials used are found in contravention to the specifications prescribed during execution of work and even after completion and finalization of contract i.e. at any stage.
22. He will abide by all prevailing labour laws and will be personally responsible for any causality/ eventually/accident during the period of contract.
23. The quantities advertised in the rate list are approximate and based on tentative estimates, which can be increased or decreased by 30% as per necessity at site.

  
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24. Any item or items of work found necessary during execution of work though not advertised in the Rate list shall have to be got executed and paid as per sanctioned schedule of rates 2012 wherever applicable with contractor's appreciation/depreciation.
25. Any item if found not necessary at site during execution of work though advertised can be deleted and no claim what so ever shall be entertained on this account.
26. Nallah broken/crushed stone aggregate to be supplied by the contractor/agency shall confirm with standard specification as provided in the revised schedule of rates/book of specification in vogue at present and shall also confirm with the clause mentioned in the M.O.S.T. specification.
27. The watch and ward of all Material/Machinery shall be the responsibility of Contractor/ Agency.
28. No extra lead, lift or carriage if involved shall be paid other than what has been advertised in the rate list even if, it is involved at the site of work. The intending contractors/ agencies are advised to inspect the site of work and keep in view the actual conditions prevailing at site before tendering for the work.
29. Nothing extra shall be paid on account of loading/unloading of material at site of work.
30. 50% deposit to contractor shall be released after six months of the date of the completion on the report of the AEE incharge on the settlement of penalty case etc. Any repairs if required to be got executed for defective work shall be done by the contractor at his cost during defective liability period i.e. 12 months.
31. The above work shall have to be completed by the contractor within stipulated time period mentioned above and in case of his failure penalty to the extent of 10% of the total value to the work shall be imposed upon him at the discretion of the next higher allotting authority. In case of work allotted by the Executive Engineer PCD (PHQ) J&K, the decision of the penalty will also be taken by the Executive Engineer PCD (PHQ) J&K, himself.
32. For any dispute between the contractor and the department, the Executive Engineer PCD (PHQ) J&K, shall act as an arbitrator, whose decision shall be final and binding upon both the parties, provision of J&K Arbitration Act. With latest amendments shall be applicable.
33. For any dispute between the contractor and department the jurisdiction of J&K Court will be applicable.
34. PWD account code shall be applicable for making payments to the contractor/firm that provides for withholding 10% of amount of bills as contractor deposit.
35. All terms and conditions of NIT/Agreement/ Special conditions lay down in the enclosed Rate List shall also hold good.
36. The department shall deduct the 1% access on cost of construction and deposit the same with the J&K Building and Other Construction Workers Welfare Board (Labour Department) under the provision of law in order to avoid any legal proceedings.
37. Service Tax shall be deducted as applicable under rule w.e.f. 01-04-2010.

  
Executive Engineer, PCD