



BHADERWAH DEVELOPMENT AUTHORITY

BHADARWAH.

TENDER DOCUMENT FOR

Development of Park by way of land leveling, landscaping and beautification near newly constructed building and channel at lake View Resort Gatha Bhadarwah.

*Chief Executive Officer
Bhadarwah Dev. Authority*

SALE AND ISSUE OF TENDER DOCUMENT

FOR

Development of Park by way of land leveling, landscaping and beautification near newly constructed building and channel at lake View Resort Gatha Bhadarwah.

Reference to NIT No: 05 of 10/2018

Issued to	
Registration Card No:	
Cost of Document	
Received Vide Receipt No:	
Dated:	

Signature of the issuing Authority

Sd/-
*Chief Executive Officer
Bhadarwah Dev. Authority*



**GOVERNMENT OF JAMMU AND KASHMIR
OFFICE OF THE CHIEF EXECUTIVE OFFICER
BHADERWAH DEVELOPMENT AUTHORITY
BHADERWAH, DISTRICT DODA.**

Tele/Fax 01997-244049



**SHORT NOTICE INVITING TENDER
NIT No: 05 of 10/2018**

Chief Executive Officer, Bhadarwah Development Authority, Bhadarwah on behalf of the Governor of Jammu and Kashmir, invites sealed item rates tender affixed with Rs 6/- revenue stamps from the reputed, approved, and eligible Contractors/Firms registered with State Govt. for the following work..

S. No	Name of work	Estimated Cost (Rs. In Lacs.)	Earnest Money (in Rs) @ 2%	Time of Completion	Cost of Tender Documents (in Rupees)	Last Date for receipt of application and issue of Tender Documents	Class of contractor
I	Development of Park by way of land leveling, landscaping and beautification near newly constructed building and channel at lake View Resort Gatha Bhadarwah.	0.89 lacs	1800.00	10 days	300.00	08-11-2018	D class/ Firm registered with State Govt. / Govt. Institute.

Other relevant information:-

Position of AAA	:	Accorded
Position of funds	:	demandd
Position of Land	:	Available

- The tender Documents can be purchased from the office of the Chief Executive Officer, Bhadarwah Development Authority, Bhadarwah, District Doda, J&K, against payment of specified cost (nonrefundable) by bank draft in favour of Accounts Officer Bhadarwah Dev. Authority or by furnishing the receipt of equal amount deposited in to the Account No. **0030040100023389** of J&K Bank Ltd, Branch Bhadarwah by indicating the name of work or the same can be downloaded from our official website [www. bhadarwahheavens.com](http://www.bhadarwahheavens.com) up to **08-11-2018** and the cost of tender document (nonrefundable) be deposited in J&K Bank against Account No. **0030040100023389** . The receipt in original needs to be enclosed along with technical bid, otherwise the bid should not be considered for evaluation.
- The tender should be addressed to the Chief Executive Officer, Bhadarwah Development Authority, and sent under Registered post in one envelope containing and superscribed with technical bid and financial bid which should reach in the office of the Chief Executive Officer Bhadarwah Development Authority on or before **09-11-2018 up to 2 pm**.
- The tender shall be opened by the authority level tender opening committee in the office chamber of Chief Executive Officer , Bhadarwah Dev Authority on **09-11-2018 at 3pm** in presence of the contractors or their authorized representatives who may like to be present. If there is any change it will be intimated accordingly.
- The financial bid shall be opened and evaluated only for those bidders who are/shall be found technically qualified by Tender Opening committee of BDA.

TERMS AND CONDITIONS:-

- The contractor shall adopt three envelope system containing and super scribed with technical bid and financial bid.
 - 1st envelope shall contain technical bid comprising of following documents:
 - Attested photocopies of Registration Card duly renewed for the current financial year 2018-19
 - GST No.
 - PAN Card Copy.
 - Experience of having executed and completed a similar kind of work.
 - Cost of tender document in shape of bank draft/bank receipt (original) in favour of AO BDA.
 - CDR/FDR @ 2% of the advertised cost from any Nationalize Bank /scheduled Bank pledged to Accounts officer BDA.
 - 2nd envelope shall contain financial bid/price bid.

(c) 3rd envelope shall contain both envelopes i.e 1st envelope containing technical bid and 2nd envelope containing financial bid

6. Qualification of the bidders.

In order to qualify, all bidders shall provide copies of documents as defined below:-

- i) Attested photocopies of Registration Card duly renewed for the current financial year 2018-19
 - ii) GST No.
 - iii) PAN Card Copy.
 - iv) Experience of having executed and completed a similar kind of work.
 - v) Cost of tender document in shape of bank draft/bank receipt (original) in favour of AO BDA.
 - vi) CDR/FDR @ 2% of the advertised cost from any Nationalize Bank /scheduled Bank pledged to Accounts officer BDA.
7. Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:
- i) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.
8. **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.
9. **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.
10. **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 civil works. The costs of visiting the site shall be at the Bidder's own expense. He may contact the Executive Engineer incharge of work for any guidance relating to site visit.
11. 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.
12. 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.
13. Additional CDR to the tune of 5% on the advertised amount, shall be submitted by the L1 bidder before the issuance of allotment within seven days of issue of letter of offer in case the lowest tenderer quotes the rates less than 15% on the advertised amount, otherwise the tender will be treated as non-responsive and 2% CDR deposited by the tenderer will be forfeited and the rates quoted by the such tenderer will have no bearing on the rates of other tenders what so ever.
14. The materials to be used shall be of ISI mark/standard make quality. The quality of materials shall have to be verified/passed by the Assistant Executive Engineer concerned before start of work. The approved brand of cement/tar steel are as under:-
- i) Cement of Ambuja, ACC, Birla Plus, JP, Bangur, Ultratech or equivalent brand as approved by AEE BDA.
 - ii) Tar Steel of SAIL, TATA TISCON, Rashtriyal ispat or equivalent brand as approved by AEE BDA.
17. **Content of Bidding Documents.**
The set of bidding documents comprises the documents listed below:-
1. Notice Inviting Tender
 2. Terms and Conditions.
 3. General conditions of Contract.
 4. Bill of Quantities
 5. Drawings.
18. The bidders are advised to examine carefully all instructions, condition of contract, terms and specification, 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.
19. **Bid prices.** The Contract shall be for the whole works based on the priced Bill of Quantities submitted by the Bidder.
20. 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.
21. 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.
22. **Currencies of Bid and payment.** The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in India Rupees.
23. **Bid Validity :-**Bids shall remain valid for a period of ninety (90) days after the deadline date for bid submission.
24. 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.
25. **Earnest Money:-**The bidder shall furnish, as part of the Bid, earnest Money.

- 26 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 Accounts Officer Bhadarwah Dev. Authority Bhaderwah . The CDR / FDR shall be valid for six months or more after the last date of receipt of bids.
- 27 Any bid not accompanied by an Earnest Money, pledged in favour of Accounts Officer, Bhadarwah Dev. Authority Bhaderwah shall be rejected by the Employer as non-responsive
- 28 The earnest money of unsuccessful bidders will be returned within 30 days of the end of the Bid validity period.
- 29 The earnest Money of the successful Bidder will be released after successful completion of the work to be certified by the Engineer- in- charge.

GENERAL CONDITIONS

- 1 (i) Rates quoted shall be deemed to include escalation, all taxes, duties etc. whatever during contract period.
- (ii) All other terms and conditions which are in vogue and as per PWD form 25 shall remain applicable
- 2 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.
- 3 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.
- 4 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.
- 5 Chief Executive officer Bhadarwah Development Authority (or)/ and Tender Inviting Authority shall have to right change any term and condition/ and scope of work (or) /and) quantum of work (or) any other condition of NIT, besides to cancel the bid in part (or) in toto at any stage of bidding till the finalization of tender/issuance of work order, without assigning any reason (s) in the interest of Authority/Government.
6. 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.
- 7 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 in vogue with contractor's Tender appreciation/depreciation.
- 8 The contractor shall be personally liable for civil and criminal prosecution under law, if specifications 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.
- 9 He will abide by all prevailing labour laws and will be personally responsible for any causality/ eventually/accident during the period of contract.
- 10 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.
- 11 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 with contractor's appreciation/depreciation which shall be worked out on the basis of overall appreciation/Depreciation other than of any individual item .
- 12 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.
- 13 The watch and ward of all Material/Machinery shall be the responsibility of Contractor/ Agency.
- 14 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.
- 15 Nothing extra shall be paid on account of loading/unloading of material at site of work.
- 16 50% Deposit to contractor shall be released after 12 month 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.
- 17 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 CEO, BDA the decision of the penalty will also be taken by the CEO BDA himself.
- 18 For any dispute between the contractor and the department, the CEO, BDA 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.
- 19 For any dispute between the contractor and department the jurisdiction of Jammu Court will be applicable.
- 20 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.
- 21 All terms and conditions of NIT/Agreement/ Special conditions lay down in the enclosed Rate List shall also hold good.

- 22 The department shall deduct the 1% cess 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.
- 23 Service tax/Income Tax shall be deducted as applicable from time to time.

Sd/-

(Dr. Rajinder Kumar Khajuria) KAS

Chief Executive Officer

Bhadarwah Dev. Authority

No: BDA/2018-19/_1246-51_

Dated: 27-10-2018

Copy to the:-

1. Secretary to Government, Tourism Department, J&K Govt. Civil Secretariat, Jammu for information.
2. Executive Engineer BDA for information.
4. Publicity Manager BDA for uploading of NIT **05 of 09/2018** on our official website. The process of downloading should be stopped **on 08-11-2018**.
5. Notice Board.
6. Office file

BILL OF QUANTITIES					
Name of Work :- Development of park by way of land leveling , landscaping and beautification of newly constructed building and channel at lake View Resort Gatha Bhadarwah.					
Adv. Cost : 0.89 lacs			Ref. of NIT: NIT 05 of 10/2018		Item rate to be quoted by the tenderer
S. No	Description	Unit	Qty	Rate in figure(In Rs)	Rate in words (Rs)
1	Dry random rubble masonry with hard stone in foundation and plinth using nallah stone without bond stone including carriage from source up to site of work including carriage complete	cum	26.48		
2	Supply and stacking of good earth at site including royalty and carriage complete (earth measured in stacks will be reduced by 20% for payment)	cum	65.09		
3	Spreading of sledge, dumping manure or /good earth in required thickness as per the direction of officer in charge (cost of sledge, dump manure or/and good earth to be paid separately).	cum	65.09		
4	PVC pipe 100 mm dia 6 m long	mtrs	6.00		

Note: Any typographical error in respect of unit, Qty, or nomenclature the same shall be corrected and paid as per estimate.

Signature of the Contractor

Sd/-
Executive Engineer
Bhadarwah Dev. Authority