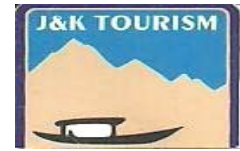




**GOVERNMENT OF JAMMU AND KASHMIR  
OFFICE OF THE CHIEF EXECUTIVE OFFICER,  
BHADERWAH DEVELOPMENT AUTHORITY  
BHADERWAH, DISTRICT DODA.**

Tele/Fax 01997-244128



**NOTICE INVITING TENDER**

**NIT No: 06 of 06/2013**

For and on behalf of the Governor of Jammu and Kashmir, Bhadarwah Development Authority invites sealed item rates tender affixed with Rs 5/- revenue stamps from the reputed, approved, and eligible Contractors/Firms SSI unit holder registered with State Govt./ CPWD/Irrigation/BRO/MES/NHPC/PSU or any other Govt. agency for the below mentioned work. The work is to be executed in accordance with the terms and conditions, Drawings, specifications, and design prescribed in tender document.

<i>S. No</i>	<i>Name of work</i>	<i>Approx. Cost (Rs. In Lacs.)</i>	<i>Earnest Money (Rs in Lacs.)</i>	<i>Time of Completion</i>	<i>Cost of Tender Documents (in Rupees)</i>	<i>Last Date &amp; Time for receipt of application and issue of Tender Documents</i>	<i>Class of Contractor</i>
1	Providing CGI sheets roofing to existing rain shelter at holy Kailash Kund Bhadarwah.	Rs 35.00 lacs	0.70 lacs	30 days	3000.00	03-07-2013	<i>Registered SSI fabrication unit holder</i>
2	Construction of toilet facility at Kailash Kund Bhadarwah.	Rs 10.00 lacs	0.20 lacs	30 days	1000.00	03-07-2013	<i>AAA, CEE &amp; DEE</i>

**Terms & Conditions:**

- The tender document can be had from the office of the Chief Executive Officer Bhadarwah Development Authority Bhaderwah, District Doda, J&K, against payment of specified cost (nonrefundable) in cash or by bank draft or the same can be downloaded from the web site of Bhadarwah Development Authority [www. bhadarwahheavens.com](http://www.bhadarwahheavens.com) from **25-06-2013 up to 03-07-2013 and the cost of tender document of specified amount (nonrefundable) shall be accompanied with the tender document dated up to 03-07-2013.**
- The tender document shall be issued only to the original contractor after production of the attested copy of ownership of registered SSI fabrication unit for the work falling at S. No 1 and the attested copy of valid registration certificate for the work falling at S. No 2 duly renewed for the year 2013-14, sale tax clearance certificate ending last quarter issued by sale tax department with PAN No/TIN.
- The tender must be accompanied by Earnest Money in the form of a Call Deposit Receipt for amount shown against the work of any scheduled Bank pledged to the Chief Executive Officer, Bhaderwah Development Authority, Bhaderwah, without which no tender shall be entertained
- The tender should be addressed to the Chief Executive Officer, Bhaderwah Development Authority, and sent under Registered Cover, which should reach in this office on or before **06-07-2013** up to 2 pm.
- The tender will be opened by the authority level tender opening committee headed by Chief Executive Officer , Bhadarwah Dev Authority, at Bhadarwah in his office chamber on **06-07-2013 at 3 PM** in presence of the contractors or their authorized representatives who may like to be present.
- The earnest money will be released to the unsuccessful tenderers after 28 days from the date of acceptance of tender and in the case of successful tenderer it will be accounted towards security deposit. The earnest Money may be forfeited if the tenderer withdraws the tender after tender opening during the period of validity. No duplicate document shall be issued in lieu of reportedly issued and lost document.

- As soon as acceptance of the tender is communicated to the successful tenderer, the contract shall be complete and binding on him. The successful tenderer shall execute an agreement with the Bhaderwah Development Authority within 7 days of the communication of acceptance of his tender to him. The expenses on that account and incidental charges shall be born by the tenderer. Failure to execute such an agreement shall not, however, prevent the contract from being enforced against him. The date of start of work shall be reckoned after seven days from the date of issue of allotment letter or actual start of work which ever is earlier.
  - In case of failure of the contractor to execute the work in part or in full the act shall amount to breach of contract. A registered notice or notice sent through a special messenger to the contractor for breach of contract shall be sufficient for authority to wind up or cancel his contract. In case contractor avoids receiving the notice or deliberately gives wrong address for communication where it becomes practically difficult to deliver the notice, the same shall be pasted on the entry gate of his known address in presence of a witness and the notice shall be treated as service notice to the contractor. His earnest money will be forfeited and he will be blacklisted for future. The BDA will be at liberty to get the left over work executed at his risk and cost. Any additional amount involved for such execution may be recovered from other claims/ resources of the contractor.
  - Misconduct or Misbehavior if any observed during the tender opening process with any officer/ official shall be dealt in terms of the enlistment & registration of contractors rules in the PWD and may result in recommendation for cancellation of registration card issued by any department.
10. The tenders shall be valid for at least 120 days from the date of opening. In the event of successful tenderers failing, declining or delaying the execution of the agreement, the Authority shall, without prejudice to any other remedy available to it under any law, for the time being in force in the state, be entitled to forfeit the earnest money in full or in part and impose such penalty as may be determined by the Authority.
  11. The tenders on plain paper/ telegraphic tenders/ conditional tenders shall be rejected. Tenderers are advised to quote complete item rates (including material carriages & incidentals) against the advertised Bill of quantities. Tenders written in pencil shall be rejected. Tenders should be clearly written and writing sealed with transparent tape.
  12. The tenders accepted will be checked by the Authority for any arithmetical errors. Errors will be corrected by the Authority as follows:
    - where there is a discrepancy between the rates in figures and in words, the rates in words will govern; and
    - Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
    - The amount stated in the tender will be adjusted by the Authority in accordance.
  13. The Authority reserves the right to itself to accept or reject any tender or part thereof or allot the contract to any contractor in full or in part without assigning any reason thereof.
  14. In case of any dispute arising at any time between the tenderer and the Authority regarding interpretation of any of the terms and conditions of this notice, the same shall be referred to an officer of the Government as the concerned Minister In-charge may nominate for arbitration under the law for arbitration for the time being in force in the state. The decision thereon of the Arbitrator shall be final, conclusive and binding on the parties. During arbitration case the Authority will not withhold the payment of undisputed items nor will the contractor stop the work till decision of the Arbitration.
  15. Any clarification required by the tenderer in regard to the technical points etc. mentioned in the tender or the annexure hereto or otherwise pertaining to the works may be sought from the consultant or Executive Engineer, Bhaderwah Development Authority, Bhaderwah on any working day.
  16. The tenderer may in his own interest inspect and examine the site and its surroundings, as also means or access to site and satisfy him-self before tendering as to the nature of ground, climatic conditions, the form and nature of site, by making prior appointment with the Executive Engineer, BDA, Bhaderwah well in time.
  17. The following requirements should be adhered to:
    - The tender document should be signed and dated on each page by the tenderer or his duly authorized agent.
    - The tender document should be accompanied by a certified true copy of Power of Attorney of the signatory to the document. The Power of Attorney should include the power to agree to refer disputes to arbitration.
  18. The tenderer shall not be entitled to any cost, charges or expenses incurred by them, or incidental to, or in connection with the preliminary investigations, surveys and preparation of design or submission of tender etc. In case the tender submitted by the tenderer is not accepted, tender document will not be returned to him.

19. The tender submitted by an individual shall be signed with his full name and his complete address shall be recorded thereon. If it is submitted by a firm, it shall be signed by a member of the firm who is duly authorized to enter into the contract. He shall sign his own name and give the name and address of each member of the firm and shall furnish power of Attorney along with the tender.
20. No foreign exchange shall be made available to the tenderer in connection with the execution of the work.
21. The work shall be carried out strictly according to the terms and conditions, specifications, design, drawing and plans described in Annexure. Where specifications do not cover any item, the specifications, terms and conditions of State PWD in force shall be made applicable.
22. Immediately after the communication of the acceptance of the tender, the contractor shall submit for approval the proposed methodology and program of construction backed with equipment and material planning and deployment duly supported with broad calculations and quality management plan proposed to be adopted justifying their capability of execution and completion of the work as per technical specifications and within stipulated period of completion. No payment shall be made to the contractor on any account until such a programme has been submitted and approved.
23. The time being the essence of the contract, the work under this contract shall be completed within stipulated time. The contractor is required to plan and manage his resources by way of multiple working shifts arrangement to meet time targets. No extra shall be paid for such arrangement; if the Executive Engineer, at any time during execution of the work is of the opinion that the contractor will or may fall behind the schedule of programme, a revised programme will be required to be submitted with added men, machines and working shifts.
24. All other terms and conditions if not covered but in vogue in State PWD shall hold good and form part of this NIT.
25. After opening the tenders the committee reserve the rights to reject the tender of the lowest tenderer if the tendered amount works out below 10% of the advertised cost without assigning any reason thereof.
26. The contractor/firm shall be paid for the actual quantity of work executed and as measured at the site at the rate accepted by the deptt. The Deptt; reserves the right to increase or decrease any item or items of work. Any claim by the firm/Agency on this account shall not be entertained. The rates quoted shall hold good for any increase/decrease in quantity.

Sd/-  
Executive Engineer  
Bhaderwah Development Authority

**No: BDA/2013-14/1096-1108:**

**Dated: \_19-06-2013**

Copy to the:-

1. Commissioner Secretary to Government, Tourism & Culture Department, J&K Govt. Civil Secretariat, Jammu for information.
2. The District Development Commissioner, Doda for information.
3. Director Tourism Jammu for favour of information.
4. Additional District Development Commissioner Doda for information.
5. Sub Divisional Magistrate Bhaderwah for information.
- 6- Chief Executive Officer Bhaderwah Development Authority Bhadarwah/Kishtwar Dev. Authority for information.
8. Executive Engineer R&B Div. Bhaderwah.
- 9-10 President Contractor Association Bhadarwah/Doda for information.
11. Publicity Manager BDA for uploading of NIT 06 of 06/2013 in our official website. The process of downloading should be stopped on 03-07-2013 at 4 pm.
- 12 Notice Board
13. Office file