



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



SHORT NOTICE INVITING TENDER

e-NIT 09 of 07/2022-23

For and on the behalf of Lieutenant Governor of Union Territory of Jammu, Tourism Development Authority, Bhadarwah invites tenders by e-tendering on item rate basis for finalization of Annual item(s) Rate Contract from approved and eligible Nurseries/suppliers/dealers/contractors registered with U.T of J&K. CPWD, Railways and other State/Central Governments of the J&K for the supply of winter and summer annual seeds, herbal/ornamental plants all varieties, flower pots and other allied items for parks and garden of Bhadarwah Development Authority, Bhadarwah.

S. No	Name of work	Cost of tender document	Earnest money (In Rs)	Time and date for opening of tender	Class of Contractor
1	2	3	4	5	6
1	Supply of Plants	500/-	2000/-	18-07-2022	A,B,C & D/ Nursery Owners /Suppliers/ Dealers
(i)	Ornamental Plants (all varieties)				
2	Supply of Seeds				
(i)	Winter annual seeds (all varieties)				
(ii)	Summer annual seeds (all varieties)				
(iii)	Flower pots of different sizes				
(iv)	Pot Plant /Indoor/Outdoor plants				
3.	Organic manure (Cow dung) rotted at least one year old .				
4.	Supply of Good earth (Black soil) for nursery purpose				
5.	Supply of fertilizer DAP per kg.				
6.	Supply of Urea/kg				
7.	Supply of garden tools.				
(i)	Cutting scissors 1.5 ft				
(ii)	Dratl				
(iii)	Khurpi normal size				
(iv)	Kudal /kg				
(v)	Ganti/kg				
(vi)	Balcha/No small/big size TATA Make				
(vii)	Manual grass cutter 16", 18" make Falcon/International				
(viii)	Manual grass cutting Talvar 3ft with handle				
(ix)	Garden pipes /kg PVC dia one inch.				

NB:- Rates to be quoted verity-wise
General Terms and Conditions

1. The bidding document can be downloaded from the website <http://jktenders.gov.in> from **06-07-2022 to 16-07-2022 up to 1600 hours.**
2. The bid shall be deposited in electronic format on the website: <http://jktenders.gov.in> **06-07-2022 to 16-07-2022 up to 1600 hours.**
3. Technical bids of bidders shall be opened online in the presence of Authority Level Contract committee on **18-07-2022** at **1100** hours.
4. Bid documents can be seen at and downloaded from website <http://jktenders.gov.in>. Bid documents contain qualifying criteria for bidder, specifications, bill of quantities, conditions and other details.
5. Bids must be accompanied by bid security & cost of Tender Document as specified in column **04 & 03** of the table payable at Bhaderwah (CDR) pledged in favour of **Chief Executive Officer, Bhadarwah Development Authority Bhaderwah**. Bid security will have to be in form of CDR/FDR and shall have to be valid for one year or more after last date of receipt of Bid. The cost of downloaded tender documents shall be in form of Bank Receipt in favour of **Chief Executive Officer, Bhadarwah Development Authority Bhaderwah** indicating name of work by depositing the requisite amount in Bhadarwah Development Authority's bank Account **No 0030040100023389 at J&K Bank Main Branch Bhadarwah, IFSC Code NO. JAKAOBHADR**. The bidder shall upload the copy of bank receipt for cost of tender documents along with technical bid.
 - a. The original instruments in respect of cost of Documents, EMD and relevant technical bid documents must be delivered by L1 to the Chief Executive Officer BDA Bhaderwah within 10 days of opening of financial bid online. No separate intimation about opening of financial bids will be sent by this office/by the tender Opening Authority. In case the original documents are not submitted by the L1 bidder within ten days after opening of financial bid the tender will be cancelled and the bidder will not be allowed to participate in any further/future tendering process in the Bhadarwah Dev. Authority for a period of one year.
 - b. Financial Bids will be opened online in the office of the Chief Executive Officer Bhadarwah Dev Authority Bhadarwah. If the office happens to be closed on the date of opening of the bid as specified, the bid will be opened on the next working day at the same time and venue.
6. The validity of tender shall be for a period of 90 days from the date of opening of technical 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. The rates for supply of material should be FOR Bhadarwah at different sites as mentioned in work order. The damages if any occurred during transportation the agency shall be personally responsible.
8. Rates should be inclusive of all taxes, transportation etc
9. Payment shall be made to the agency only after the receipt of material in full.
10. All plants/seed should be free from disease.
11. The earnest money will be released to the unsuccessful tenderers after 30 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.
12. As soon as Letter of Intent (LOI) is issued to the successful tenderer. The successful tenderer shall execute an agreement with the Bhadarwah Development Authority within 7 days after the issuance of the letter of intent. The expenses on that account and incidental charges shall be

borne 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 whichever is earlier.

13. 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.
14. The tenders shall be valid for at least 90 days from the date of opening of technical bid. 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 which may be forfeiting the contractor to participate in any of the BDA for a period of minimum 2 years (or) as deemed fit by CEO, BDA.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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.
20. The following requirements should be adhered to:
 - The tender document should be signed and dated on each page by the tenderer.
 - 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.

21. 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, for which legal documental procedure to be submitted along with uploading of technical documents and the original needs to be submitted along with hard copy for evaluation/reference. 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.
23. The work shall be carried out strictly according to the terms and conditions, specifications, design, and plans described in Annexure whenever applicable.
24. The contractor/firm shall be paid for the actual quantity of work executed/supplied 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.
25. It is only a rate contract, Chief Executive Officer, Bhadarwah Development Authority shall have right to increase (or) decrease any quantity (ies) of items (or) not to issue work order for any (or) all item (s) depending upon funds available, climatic conditions (or) for any other reason (s) not specified in the tender.
26. Rate contract shall be valid for a period of 12 months, extendable by another one year with mutual consent of both the parties.

GENERAL INSTRUCTION TO BIDDER.

1. Qualification of the Bidder

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

- i) *Registration Card duly renewed for the current financial year 2022-23..*
- ii) *GST No.*
- iii) *PAN Card*

Add following document in original

- iv) *C.D.R /F.D.R of Rs 2000/- from any Nationalized/scheduled Bank pledged to Tender Opening Authority i.e CEO, BDA.*
- v) *Cost of tender document in the form of Bank receipt in favour of Tender Opening Authority i.e AO, BDA.*

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.

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 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.
- 6 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.
- 7 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.
- 8 He will abide by all prevailing labour laws and will be personally responsible for any causality/eventually/accident during the period of contract.
- 9 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.
- 10 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 of J&K PWD with contractor's appreciation/depreciation.
- 11 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.
12. The watch and ward of all Material/Machinery shall be the responsibility of Contractor/ Agency.
- 13 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.
- 14 Nothing extra shall be paid on account of loading/unloading of material at site of work for civil work except sanitary fitting, electrifications for which deposit shall be released six months after the successful completion of comprehensive and maintenance period.
- 15 50% deposit to contractor shall be released after one year 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.
- 16 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.
- 17 For any dispute between the contractor and the department, the Secretary Tourism Department 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.

- 18 For any dispute between the contractor and department the jurisdiction of Jammu Court will be applicable.
- 19 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.
- 20 All terms and conditions of NIT/Agreement/ Special conditions lay down in the enclosed Rate List shall also hold good.
- 21 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.
- 22 Service tax/Income Tax shall be deducted as applicable from time to time.

(Navdeep Wazir) JKAS
Chief Executive Officer,
Tourism Development Authority
Bhadarwah

No: BDA/2022-23/497-500

Dated:06-07-2022

Copy to the:-

1. Secretary to Government, Tourism Department, J&K Govt. Civil Secretariat, Srinagar..
2. Executive Engineer, BDA Bhadarwah.
- 4 Accounts officer, BDA Bhadarwah.
5. Notice Board/Office file