

GOVERNMENT OF JAMMU & KASHMIR
POWER DEVELOPMENT CORPORATION J&K SRINAGAR.
OFFICE OF THE EXECUTIVE ENGINEER CIVIL CONSTRUCTION DIVISION 2nd
NGHEP GANDERBAL

Term Notice

N.I.T No. 04 of 2012

DATED:- 18 .01.2012.

For and on behalf of the Managing Director Jammu & Kashmir State Power Development Corporation sealed tender affixed with four Rupee Revenue Stamps are invited from approved Contractors for the works reflected in the enclosed annexure. The detailed tender documents can be had from the office of the Ex.Engineer civil construction division-IInd NGHEP Ganderbal from 30.01.2012 to 02.02.2012 on cash payment for an amount as shown against each. For date and place of receipt of tenders please refer Annexure "A". The tender document shall be issued only on production of valid Registration Card and proper CDR for prescribed amount issued by recognized bank. The tenderers are advised to go through terms and conditions of NIT (attached with tender document) thoroughly before quoting of rates & must visit the site also.

NO:-CCD-II/NGHEP/GBL/ 728-41

Dated:- 18/01/2012

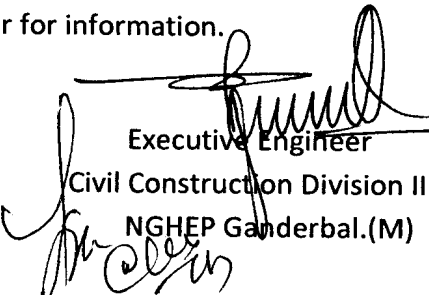

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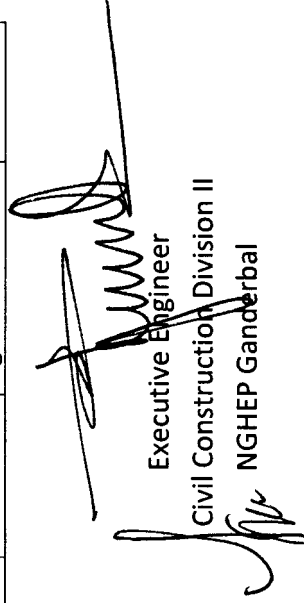
- 1 Managing Director J&K SPDC Srinagar for favour of information.
- 2 Chief Engineer Civil Invest.& Design. Wing PDC Srinagar for inf.and necessary action.
- 3 Director Finance JKSPDC Srinagar for inf.
- 4 Company Secretary JKSPDC for information and hoisting the NIT on corporate website.
- 5 Director Information Srinagar with the request that the NIT be published in two local dailies twice with a copy to this office.
- 6-10. Executive Engineer CCD/Ist NGHEP/ Generation Gbl./Kangan/USHP-II/CMD Sindh project Kangan/ for inf.
11. Assistant Executive Engineer Tunnel/Head works/Colony for inf.
12. Chief Pay and Accounts Officer PDC Kangan for information.
13. Contractors Association Ganderbal/ Srinagar for information.
14. Tender Notice board.

J&K State Power
Development Corporation Ltd.
Ashok Nagar Saitwan Jammu 180004
Receipt No 1273
Date 28-1-2012
Exst. _____
Corporate Office JKSPDC


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ANNEXTURE "A" TO NIT NO. 4 OF 2012 DATED:- 18.01.2012.

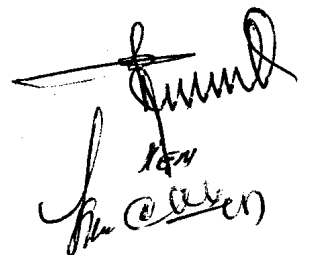
S. no.	Name of work	Advertised cost (Rs. In lacs)	Earnest money (Rs.in lacs)	Class of contract.	Time of completion	Cost of tender document	Date of Receipt of Tender	Place of receipt of Tender	Position of funds.
1.	Completion of balance work 2x25 M span steel bridge at prang over nallah sindh including up gradation of prang Akhal road up to S.P Canal and black topping upto 01 KM.	59.00 lacs	118000/=	"AYY"	3 Month	1300=00 Non-transferable & Non-refundable	04.02.2012	Office of Chief Engineer Civil Invest.& Design. PDC Bemina Sgr.	Demanded


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TERMS AND CONDITION.

1. In case the tenders receiving date happen to be a holiday or a strike call day, the same (tenders) shall be received on immediate next working day at same time.
2. The contractors shall have to produce his registration card in the office for verification of capacity and eligibility. The intending tenders shall ensure that the card is duly renewed up to date and has the requisite capacity.
3. All other particulars and specifications of the work/works are given in the tender document.
4. The tender document should be supported by an earnest money in shape of CDR (bearing the same No. & amount as produced at the time of purchase of document) for an amount equal to 2% of advertised cost from recognized Bank pledged to the Executive Engineer Civil Constt. Divn. IInd NGHEP Ganderbal for Tenders which are to be received by XEN & for Tenders which are to be received by Chief Engineer CI&D kmr. The CDR's shall be pledged to "A.O to Chief Enginer CI&D kmr".Tenders not accompanied with CDR shall be rejected straight away even if the same is worked out lowest one.
5. Earnest money in the shape of cash or reference to any CDR/CDR's already lying in any office of PDC shall not entertained.
6. Tenders will be opened on the same day or any other subsequent date convenient to the opening authority in presence of the tenderer or his representative who may choose to be present.
7. Tenderers should quote their rate on prescribed format dully covered with transparent tape. Tendered rate/percentage should be written clearly and legibly.
8. As soon as the acceptance of the tender is communicated to the successful lowest tenderer, the contract shall be deemed complete and shall be binding upon him. In case he is not available to take the allotment letter; the same shall be sent to him by post on the address given in the tender form.
9. A formal agreement incorporating the terms and conditions of the contract will be executed by the successful tenderer as may be notified in the allotment letter but failure to execute such formal deed shall not prevent the contractor from being enforced against him.
10. In case the successful tenderer backs out from the contract or fails to start/complete the work as per the directions of the JKSPDC or its representative/s according to the approved design/specification, the corporation shall be free to get the work(s) completed by any other agency and any extra cost that may be involved to complete the work shall be recovered from the backing out contractor using all legal ways and means.
11. The work shall have to be completed as per the approved design drawing/specifications within the stipulated period mentioned above failing which penalty up to a maximum of 10% of the value of work shall be imposed on the contractor at the direction of the allotting authority besides initiating other action if so deemed necessary. The codonation of delays if causal shall be decided by the competent officer on report submitted by subordinate office based on ground realities.
12. On failure of the contractor to carry out or comply with any of the conditions of the contract he will be deemed to have backed out from the contract and all the penalties under the terms and conditions of the tender notice PWD form 25 and rules for registration of the contractors will be enforced on the contractor.

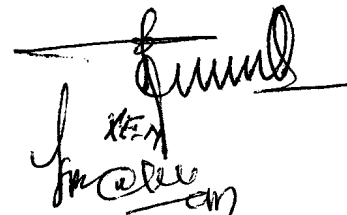
Sign. of Contractor



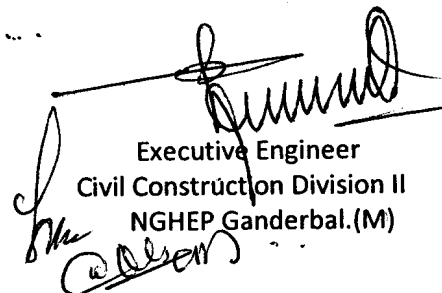
Handwritten signature of the contractor, appearing to be 'S. Kumar', with a date '15/11/2017' written below it.

13. If at any time after the work is started by the contractor the corporation does not require to complete the work, or any item/items of the work due to any reason the corporation shall have the right to abandon the work by giving seven days notice to the contractor. However work done by the contractor so far will be paid and contract closed.
14. If the work is suspended by the PDC for any reason, no compensation on this account shall be payable to the contractor. However, extension in the time of completion of work may be granted by the contract allotting authority at the request of the contractor provided there are genuine reasons to grant extension in time limit. In case the completion of the work gets delayed beyond the schedule period due to the reasons other than those which involved departmental delegations like finalizing the design, availability of the departmental stores etc, extension in time limit may be granted to the contractor on his written request to Executive Engineer.
15. The contractor shall have to arrange cement, steel and C.G.I Sheets (usually supplies by the deptt.) of his own from Govt. cement factory ^{Cheruvu} ~~Wuyen~~ and steel authority of India (SAIL) respectively. And he shall have to produce the chalang/bills issued by the above named agencies as a proof of having material purchased from there.
16. The contractor is bound to possess or arrange at his own cost mechanical equipment, tools and plants for work. The Executive Engineer may at his discretion hire out to the contractor T&P or other equipments on such terms and conditions as may be specified by the division and the contractor makes written requisitions to the Executive Engineer for the same well in time. Allotment of such equipment shall be subject to availability.
17. If the work increases or decreases by 25%, the contractor will be allowed to execute the work on the terms, conditions and rates of original allotment/agreement and for decrease of work no compensation shall be paid to contractor.
18. The department will not be responsible for any loss or damage that may be caused by the floods, rains, storms or any other natural catastrophe to the work during its execution and upto its completion.
19. The contractor shall have to make and timely payments to all the labours engaged by him and if Executive Engineer/Assistant Executive Engineer Incharge of the work receive any complaint from labourers for non payments, the Executive Engineer will pay all the labourers by debit to deposits/dues of the contractor.
20. If any item of work not included in the advertised rate list but found necessary to be executed will be paid according to the sanctioned scheduled rates 2008 with allotted appreciation or depreciation or on analysed rates which ever is applicable at the time of fixing of the contract.
21. It is the duty of the contractor to sign the works register, measurement book. Wherein measurements are being recorded and in case of his failure to do so, measurement as recorded by the departmental staff supervising the work viz Junior Engineer and the Assistant Executive Engineer will be final and the Executive Engineer's decision in this behalf will be binding upon the contractor and no claim on this account will be entertained by the department.
22. Sub standard or defective work shall be rejected straightway and no payment shall be made unless the contractor removes such defective work at his own cost within the specified time. Sub standard work shall not be paid for even on reduced rates. If he fails to rectify the defective work, it shall be removed or dismantled at risk and cost of the contractor besides addition suitable penalty may be imposed on him as per rules at the discretion of the Executive Engineer.

Sign. of Contractor



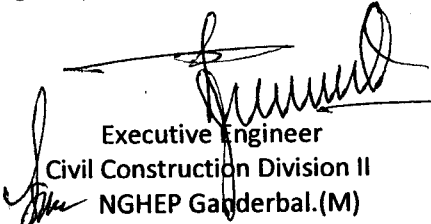
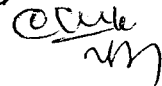
23. Any levies that may be charged by the Geology and Mining department or any other Government department, Agency, for the materials supplied by the contractor and other taxes chargeable under rules shall be deducted from the contractor's bill, if so requested by that department or agency.
24. For any dispute between the contractor and the department, the decision of the Chief Engineer civil Invest.& Design. wing Power Development Corporation PDC will be final and binding upon the contractor.
25. The contractor will be paid for the work done as per conditions given in PWD Form-25.
26. The specifications for materials and workmanship shall be governed by the "Book of standard specifications" which forms basis for sanctioned schedule of rates.
27. All other conditions will be same as per the J&K Registration of contract rules issued by the Government from time to time and also the conditions laid in PWD Form 25.
28. The contractor shall have to maintain smooth and regular progress of work during all seasons. The reasons of labour shortages due to sowing/cultivating or harvesting or any other reasons shall not be entertained. The department shall be free to make arrangements at the cost of the contractor in case of slow progress.
29. The classifications for earth work and mileage for carriage of materials indicated in rate list are firm and final.
30. The contractors are advised to inspect the site/sites of works and also examine the SSR of 2008 in vogue in the department before tendering for the work and no excuse whatsoever shall be entertained on this account after issue of proper allotment.
31. Any typical error in the rate list or NIT shall be corrected as per corrected figure or language or nomenclature of SSR 2008. The tenderers are requested to attend Divisional office to sought any clarification regarding any items/rate/terms and condition before quoting their rates or otherwise. The interpretation of the department regarding any item/rate/terms and condition shall be binding upon the tenderer.
32. The work shall be considered complete only after the same is handed-over to PDC and D.L.P shall start from that day.
33. The corporation does not guarantee or make any commitment for supply of electricity to the contractor at site. However it can be provided against charges fixed by M&RC subject to availability.
34. All items of work are to be executed as per relevant ISI code specifications.
35. Dismantled material steel or timber shall have to be properly stacked at site and handed over to corporation against proper receipt.


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Sign. of Contractor

Special condition.

1. The contractor shall have to arrange cement, steel and C.G.I Sheets (usually supplied by the deptt.) of his own from Govt. cement factory wuyen and steel authority of india (sail) respectively and he shall have to produce the chalans/bills issued by the above named agencies as a proof of having material purchased.
2. The successful tenderer will have to get the design and drawing (for deck slab) prepared and get it approved by design directorate Kmr. Before the execution is started.
3. 'Provided the Arbitral Tribunal shall not have any right/jurisdiction to award any interest on claim. Which is determined by it in the arbitration proceedings conducted by the Tribunal'
4. No escalation on rates shall be allowed/paid at any stage for any reason what so ever.
5. It shall be prime responsibility of the contractor to protect the S.P Canal during earth work excavation or otherwise against getting it filled or damaged by any operation at site.


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