

**OFFICE OF THE EXECUTIVE ENGINEER JAMMU DEVELOPMENT
AUTHORITY, DIVISION NO.I. RHC JAMMU.**

NIT NO:-JDA-I/Quotation/11-12/122

Dated:- 8-2-2012

NOTICE INVITING SHORT QUOTATION

For and behalf of the Jammu Development authority, Jammu sealed tenders affixed with Revenue stamps worth Rs.5/- and valid for a period of 90 days from the date of opening are invited from the REGISTERED CONTRACTORS/FABRICATORS/INTRESTED PARTIES the work whose particulars are given below:-

THE TENDERS SHOULD BE SENT THROUGH REGISTERED/SPEED POST ONLY AND SHALL BE ENTERTAINED ONLY IF RECEIVED WITH IN DUE DATE AND TIME.

S NO:	Name of the work:-	Approx. cost.	Period of Contract.	Class of contractor
1/-	Providing, fixing and hoisting complete job of steel girder of section 15-M, 300 MB at Rani Mahal, Bahu Fort, Jammu.	Rate to be quoted by the tenderer.	20 days.	Regd. Contractors/ Fabricators/Interested parties

The tender document for the work containing all the terms and conditions, technical specifications can be down loaded from the web site of JDA (www.jdajammu.in). Any person who is not having access to internet or website of JDA can get the copy of the tender document/form from the Computer section of JDA, Head office Vikas Bhawan, RHC, Jammu.

The tenders duly filled in should be addressed to the official designation of the Executive Engineer, Jammu Dev. Authority, Division No.I, Rail Head Complex, Jammu and should reach on or before **18.02.2012** upto 1400 hours. The tender should be opened on the same day or any other subsequent convenient date in presence of such tenderers or their representative who may like to remain present at the time of opening. The tenders shall be submitted by adopting three envelop system as per the procedure marked envelop No.1 i.e. "qualification bid", envelop No.2 i.e. "Price bid" and both these envelops i.e. envelop No.1 and No.2 shall contained in 3rd envelop. Envelop No.1 and envelop No.2 shall contained following documents.

ENVELOP No.1:-

This envelop super scribed as " Qualification criteria, shall contain the following information and documents.

- ii) Attested copy of Registration Card/Registration as Regd. Steel Fabricator duly renewed upto date.
- iv) Attested copy of Income Tax (PAN NO).

ENVELOP NO.2:-

1. This envelop shall contained price bid of the tenderer. The tenders should be quoted with item rates only shall be accepted and the one with appreciation/depreciation shall be rejected. However appreciation/depreciation can be quoted for unforeseen items.

ENVELOP NO.3:- This envelop shall contain the above said envelop No.1 and envelop No.2

- a) Name of the work,
- b) Name/address of the tenderer,
- c) Due date and time of opening.

Contd. Page No...2..


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d) If the outer envelop is not sealed and marked as above, the opening authority will assume no responsibility for the misplacement or premature opening of bid.

SPECIAL CONDITONS:-

- i) The contractor shall be to deposit 10% as performance security in addition to his earnest money who shall quoted his rates less than 10% below the advertised amount before issuance of the allotment.
- ii) Cement, steel and machinery required for construction/completion of job shall be arranged by the contractor at his own expenses.
- iii) Only ACC/Ambuja-43 grade OPC cement shall be used for the contraction.
- vi) Steel conforming to specification of Fe-415 shall be allowed for construction and has to be procured from Steel Authority of India/ TATA steel.

GENERAL CONDITONS:-

- 1/- The tenders received after expiry of due date and time shall not be entertained. In case of holiday, the tenders shall be received on next working day.
- 2/- In the event of due date of issue/receipt of tenders being declared/falls as holiday, the tenders shall be issue/receipt on next working day or any other convenient date.
- 3/- The date of start of work shall be reckoned from the 3rd day from the date of issue of allotment.
- 4/- The opening authority reserves the right to accept or reject any or all the tenders without assigning any reasons thereof.
- 5/- The quantities advertised are tentative and may increased or decreased during actual execution of the work upto 25%.
- 6/- In case of delay in completion of the work, penalty @ Rs.500/- per day shall be imposed for the delayed period.
- 7/- The intending tenderer are advised to inspect the site so as to acquaint themselves with the nature of job involved.
- 8/- The tenderer shall be responsible for any settlement of claims arising, due to accident during the execution of the work and all the labour claims of this work shall be settled by the contractor at his own risk and cost.
- 9/- JDA shall be liberty to terminate the contract before the expiry of the contract period, if contractor violates any of the contractors obligations. In such case penalty as warranted under rules shall be imposed upon the contractor, which includes forfeiture of his security deposit/CDR.
- 10/-JDA discourages stipulation of additional conditions by the tenderer.
- 11/-The conditional tenders shall be liable for rejection by the opening authority.
- 12/-The tenderer shall quote his/her rates both in words and figures.
- 13/-All corrections, interpolation or cutting in the tender shall be attested with the dated signatures.
- 14/-The tenders not properly filled, mutilated with incorrect and generally not complying with the conditions may be rejected.
- 15/-The allottee shall be bound by all labour laws in force with amendments made thereof from time to time.
- 16/-Income Tax, Service Tax, Cess and other taxes as admissible under rules shall be deducted on gross amount of the bill as per prevalent scale.
- 17/-No extra lead, lift or carriages of any material and water charges shall be paid other than the advertised in the rate list, even if involved at site, the intending teneers are advised to inspect the site

and kept in mind the actual carriage involved before tendering for the work.

19/- In case of any typographical error if found in the rate list or in the agreement in respect of rates, quantities or units etc. the same shall be corrected and paid as per PWD S-R-2008/LMR certified by the Engineer Incharge as the same may be.

20/-The intending tenderer are advised to inspect the site so as to acquaint themselves with the nature of job involved.

21/-**INDEMNITY AND INSURANCE:** The contractor shall keep indemnified the JDA against all the losses and claims or injuries or damages to any persons or property which may arise out of or in consequences of this contract.

22/-**ARBITRATIONS:** The contractor shall not (except with the consent in writing of JDA) refer any matter for arbitration. The venue of the arbitration shall be at Jammu.

23/-**LEGAL DISPUTES:** The jurisdiction for all legal disputes if any shall be of Jammu courts.

24/-**FORCE MAJURE:** If during the currency of the contract, there is any out break of war, which whether financially or otherwise effect the execution/running of the contract, the allottee unless contract is terminated under provision of this clause shall make his best efforts to complete/carry out the contract. However after out break of such war, JDA shall be entitled to terminate the contract at any time by giving notice in writing. Force Majure is hereby defined any clause which is beyond the control of JDA/allottee and which consequently affects the performance of the contract.

25/-The rate will cover all transportation charges and local taxes including loading and un-loading at the site of work.

26/-The work shall be deemed to be completed, only after the site has been cleared of all dismantled useable/un-useable materials.

27/-If during the currency of contract, the price of any material increased, no claim on this account shall be entertained.

28/-10% deposit shall be kept from each running of the contractor, out of which 50% shall be released on virtual completion of the work, if no penalty is involved and then 50% deposit shall be released after expiry of defects and liability period of 6 months is over.

29/-Any item of the work found necessary during the execution but not covered within the advertised schedule of quantities shall have to be executed by the contractor as per the instructions of the Engineer Incharge and the same shall be paid in the following manners in order of performance.

i) At the allotted appreciation/depreciation on PWD S-R 2008.

ii) As per the analysis of rates prepared by the Engineer Incharge and approved by the competent authority.As per actual duly authenticated by the Engineer Incharge.

30/-It will be presumed that contractor has given correct address on the tender. In case the notice/letters do not reach or are delivered at his address, because of incomplete or wrong address given by him the contractor will be held responsible for non-delivery of notice, any correspondence sent at address at the given in the offer shall be deemed to be received.

31/-The rates are inclusive of hire charges of special tools, plants, machinery if any required for completion of the work.

32/-The rates are inclusive of tool tax, sales tax, octroi charges and other local taxes to be paid by the contractor in bringing the material at the site of work.

33/-The intending tenderer will examine carefully the general conditions of the contract, the

specifications from the office of the undersigned on any working day during office working hours before the last date of issue of tender form.. he will visit the site and inspect the site on his own expenses/responsibility and obtain all the information which may be necessary for purpose for making the tender. No excuse of ignorance of any conditions of the tenderer shall be accepted.

34/-If any error/omission if found in the rate list or in the agreement due to typing, oversight or otherwise, the same shall be corrected and allowed in accordance with the J&K S-R 2008 with the contractor's appreciation/depreciation.

35/-In case of any item is not required to be executed, the same shall be deleted and no claim on this account shall be entertained.

36/-In case of construction material dumped at site by the contractor during the execution of the work is damaged or washed away due to torrential rains, floods or any other reasons what so ever, no claims/compensation on this account shall be paid to the contractor.

37/-The contractor is bound to start the work with in the time stipulated in the allotment, after drawal of agreement with the department, In case of failure on part of the contractor to execute the work in part or full shall amount to breach of the contact.

38/-All terms and conditions of the NIT/agreement shall be binding upon the contractor. The terms and conditions contained in the general conditions of the JDA contract shall also be applicable to the contractor.

39/-In case of contractor fails to start the work within stipulated time a Registered notice or notice through special messenger sent to the contractor for non-compliance of this work shall be served upon the contractor for such breach of contract forming subsential/sufficient reasons for annulment of the contract.

40/-The accepting authority reserves the right to accept or reject any or all the tenders before or after their opening assigning any reason thereof, the allotting authority in exceptional circumstances reserved the right or granting the contract to any of the tenderer if deemed proper in the interest of the work, of course at the lowest rates received without assigning any reason thereof.

41/-In case of contractor/agency/firm has fails to execute the work, action will be taken against him according to the following conditions:-

- a) In case of failure of the contractor to execute the work that amount to be breach of the contract.
- b) His CDR/FDR will be forfeited and he will be debarred from tendering for the works in future.
- c) His case will be recommended for black listing for breach of the contract.
- d) A registered notice sent through special messenger to the contractor for non-start of the work that amount to breach of the contract will be sufficient to wind up or cancel his contract.
- e) In case of failure to start of the work within ten days from the issue of the allotment letter his contract will be cancelled and allotted to the 2nd lowest tenderer at the risk and cost of the tenderer.
- f) The department may execute the work left over by the contractor and any additional amount involved for execution of the work will be recovered from other claims/resources of the contractor.

42/-Correction slip if any found in the tender, offering raising or lowering their rates of dealing with any point or points, the concerned will not be considered at all nor will be allotment of work be influenced by these correction slips.

43/-The department may execute the work left over by the contractor at his risk and cost, any additional amount is involved for execution of such work shall be recovered from the contractor.

44/-The contractor/firm shall be personally liable for civil and criminal persecution under law, if at any stage

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during the execution of the work or even after completion of the work specifications of the work/material used are found contravention to the prescribed specifications.

45/-The contractor/firm will provide all the necessary assistance to the Engineer-Incharge for inspection of his plant/work and will be responsible for any indiscipline by him or his agent at the site of work.

46/-The rates are inclusive of hire charges of special tools, plants, machinery if any required for completion of the work.

46/-The accepting authority reserves the right to accept or reject any or all the tenders before or after their opening assigning any reason thereof, the allotting authority in exceptional circumstances reserved the right or granting the contract to any of the tenderer if deemed proper in the interest of the work, of course at the lowest rates received without assigning any reason thereof.

47/-Correction slip if any found in the tender, offering raising or lowering their rates of dealing with any point or points, the concerned will not be considered at all nor will be allotment of work be influenced by these correction slips.

48/-Nothing extra shall be paid on account of dewatering even if required at site, contractor should quote his rates accordingly after site inspection.

49/-For any disputes between the contractor and the department, the Vice-Chairman, JDA shall be at an arbitrator whose decision shall be final and binding upon both the parties. Provision of J&K Arbitrations Act with latest amendments shall be applicable.

50/-Payment shall be made on the basis of satisfactorily test report of samples. The contractor/firm either should have its own arrangements of testing or he shall have to bear the cost of test in the laboratory to be chosen by the department.

51/-For any disputes between the contractor and the department, the Vice-Chairman, JDA shall be at an arbitrator whose decision shall be final and binding upon both the parties. Provision of J&K Arbitrations Act with latest amendments shall be applicable.

52/-All other terms and conditions as are in vogue in this office shall form a part of this NIT.

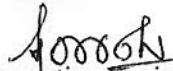
53/-Watch and ward of the premises shall be responsibility of the contractor.

NO: JDA-I/7304-23

Dated:- 9-2-2012

Copy to the:-

- 1/- Vice-Chairman, JDA, Jammu for inf. Pl.
- 2/- Superintending Engineer, JDA, Jammu for inf.pl.
- 3/- Financial Advisor and CAO, JDA, Jammu for inf.pl.
- 4/- Senior Programmer, JDA, Jammu for inf.pl.
- 5/- Executive Engineer, JDA Div. No.II, Nehru Market, Jammu for inf.
- 6/-9/- Executive Engineer, PWD R&B Div. No.I,II,III and Medical College Div.Jammu.
- 10/-11/- Ex. Engineer, Jammu Municipal Corp. Div.(C) and Trikuta Complex Dogra Hall, Jammu for inf.
- 12/-15/- Asstt.Ex.Engineer, JDA Sub Div.I, II, III and Electrical for inf.
- 16/-18/- Asstt.Acctt.Officer/Head Draftsman/Head Asstt.
- 19/- Divisional office tender notice board.


Executive Engineer,
Jammu Dev. Authority
Division No. I, Jammu.