



Department of Wildlife Protection J&K Government
Office of the Additional Wildlife Warden,
Jambu Zoo

Manda Hills, Near Hotel Ashok Jammu. Ph/Fax. 0191-2520247.

Email: wlujammu@gmail.com

E-TENDERING

Tender Notice : e-NIT No.:- 22/WLW/JZ of 2022-23 dated: 16-08-2022

For and on behalf of the Lt. Governor, Jammu & Kashmir UT, e-tenders are invited from approved and eligible contractors registered with J&K UT Govt. / Central Govt. Organizations for the following works:

Name of work	Adv. Cost (₹. in lacs)	Earnest Money (in Rs.)	Class of Contractor	Cost of Tender Document (in Rs.)	Time of completion	Receiving /Opening Authority
Construction and Laying of the Rising Mains and Allied Works at Jambu Zoo	347.798	6,95,596	A	6000	60 days	Tender opening committee

The e-NIT consisting of qualifying information, eligibility criteria, specifications, bill of quantities, (B.O.Q), set of Terms & Conditions of contract and other details can be seen/downloaded from the departmental Website:- <http://jktenders.gov.in>

Position of funds: JKIDFC. LUP 2545

Position of AA : Accorded vide Order No. 232 of 2022 dated 13-08-2022 of the Office of Chief Wildlife Warden, J&K Govt.

Position of TS : Accorded vide Order No. 233 of 2022-23 dated 13-08-2022 of the Office of Chief Wildlife Warden, J&K Govt.

Publishing Date	16-08-2022
Download Start Date	16-08-2022
Bid Submission Start Date	16-08-2022
Bid submission End Date	06-09-2022 up to 04:00 PM
Date of opening of Technical Bid	07-09-2022 at 12:00 AM (In the Office of Regional Wildlife Warden, Jammu, Manda Hills, Jammu)
Date of opening of Financial (online)	07-09-2022 at 01:00 PM (In the Office of Regional Wildlife Warden, Jammu, Manda Hills, Jammu)

Bid documents can be seen at and download from the website: - <https://jktenders.gov.in>. Bid documents contain qualifying criteria for bidder, specifications, bill of quantities, conditions and other details.

Terms & Conditions:

1. Bids uploaded must accompany Govt. Treasury Receipt (cost of tender document) in shape of Treasury Challan for the amount shown against the work above to be deposited in Govt. Treasury under Account Head 0406-Forest and earnest money in shape of CDR/FDR pledged to Additional Wildlife Warden Jambu Zoo. The bids for the work shall remain valid for a period of 90 days from the date of opening of bids.
2. The Bid Security/Earnest Money Deposit (EMD) has to be uploaded at the time of bidding.
3. The price bids uploaded on the website in time will be opened after the evaluation of the Technical Bids by the Tender Opening Committee of the Department. The dates of opening of price bids as per NIT. The price bids will also be opened in the office of Conservator of Forest/Wildlife (Regional Wildlife Warden, Jammu), Manda Hills, Jammu.
4. The bids for the work shall remain valid 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, then the earnest money shall stand forfeited.
5. 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 the 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 permission from the government as aforesaid before submission of the tender or engagement in the contractor's service.
6. The interested bidder can download the NIT / Bidding documents from the website:- <https://jktenders.gov.in>.
7. To participate in bidding process, bidders have to get (DSC) Digital signature Certificate as per the information technology Act 2000 to participate online bidding. The certificate will be required for digitally signing the Bid Bidders can get above mentioned digital certificate from any approved vender. The Bidders who already possess valid (DSC) Digital signature Certificate need not to procure new Digital signature Certificate.
8. The bidders have to submit their bids online in electronic format with Digital signature. The bids cannot be uploaded without Digital signature, no bid will be accepted in any physical form.
9. Before submission of online bids, Bidders must ensure that scan copies of all their necessary documents have been attached with bid.
10. The Department will not be responsible for delay in online submission of bids whatsoever reason may be.
11. All the required information for bid must be filled and submitted online.
12. Bidder should be ready with the Original Copies of documents, EMD as uploaded online as specified in the tender documents. The original copies of documents, EMD and relevant documents be submitted to the tender inviting

authority within seven days after opening of financial bid, otherwise the tender will be cancelled and the bidder will not be allowed to participate in any further/future tendering process in the Division for a period of One year.

13. The Original Documents, submitted by L-1 should be same as uploaded on-line (scanned copies) otherwise the allotment will not be issued, the tenders will be cancelled and the bidders will not be allowed to participate in any further/future tendering process in the Division for a period of One year.
14. In case original CDR/FDR and Treasury Challan is not received by this office within 7 days from the date after opening of financial bid, the fresh tender shall be invited without any further correspondence with the L-1 Bidder and the work shall be got executed on his risk and cost and original CDR shall be fortified in conveyance with the concerned bank authorities and the same amount shall be credited to Revenue Head of the Department.
15. The detail of cost of documents, EMD specified in the tender documents should be the same as submitted online (Scanned copies) otherwise bid will not be accepted.
16. The Department will not be responsible for any delay in online submission of the bid due to any reason (Technical or otherwise).
17. The Department shall not be held responsible for selection criteria/policy matter being adopted by the Directorate of Information regarding publishing the e-NIT, in any of the newspaper under circulation.
18. The accepting department however reserves the right to reject any or all the tenders without assigning any reasons thereof, at any stage.
19. The contractor shall arrange the key materials like Cement, Steel on his own from authorized dealers for the above said work and quality of material shall be ISI marked and have to be verified / passed by the concerned Engineering wing and Officers of the department before the start of work.
 - a. Cement: As per ISI mark
 - b. Steel/Mesh: As per ISI mark/Hard dip
20. Bidder shall quote their rates complete inclusive of all carriages, loading, unloading of material and the rates quoted shall interalia deemed to include price escalation and all taxes, cess & charges upto the completion of the work and other over heads. The rates are inclusive of all taxes and charges for designing and vetting from the IIT and quality test check from the govt. approved laboratories or DIQC, if required .
21. Bidders shall also provide their 16 digit J&K Bank Account No. and Contact No. (Mobile/Landline) and e-mail.
22. The tenderers are advised to furnish earnest money in the shape of the CDR /FDR duly pledged in favour of the Additional Wildlife Warden, Jambu Zoo.
23. All other terms and conditions shall remain same as per PWD Form 25(double leaf) and as per the detailed document.
24. The Lowest Bidder/ Contractor should ensure that the allotted work be started with in seven days after getting the work order / Letter of Intent/acceptance, if

failed to do so, the work order/ Letter of Intent will be cancelled. The letter of Intent/Acceptance or work order allotment will be send through *E-Mail* to the Contractor by the Authority or can be collected from the Office of Additional Wildlife Warden, Jambu Zoo.

25. The Contractor shall have to take **e-photographs** of each work before execution, during execution and after completion of work.

26. **Defect Liability Period** is 01 year after the date of Completion.

27. The Contractor has to pay for all the Quality Test Checks as felt necessary by the Engineering Wing.

28. Funds availability is under Languishing Project.

29. **Debar Clause:** Those agencies/firms/contractors whose allotments have been terminated and their Earnest money, Security Deposits have been forfeited due to the poor performance, by this department are bared to take part in the fresh tenders of this department. Those Contractors/Agencies/Firms cannot participate even through their sister concerns or its Principals, affiliates or associates.

30. **Payment:** The CC1st will be uploaded on JKIDFC portal after the completion of 60% of the work.

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Amit Sharma (ACF)

Additional Wildlife Warden

Jambu Zoo

Dt: 16-08-2022

NO.: WLW/JZ/682-86

Copy submitted to the:

1. Regional Wildlife Warden Jammu for favour of information please.
2. Joint Director, Information Department, Jammu for favour of information and necessary action with the request that the above notice may kindly be got published in reputed newspapers consecutively for two or three days.
3. AEE, Wildlife Protection, Jammu for information and necessary action.
4. Computer Operator, O/o the Chief Wildlife Warden, J&K Govt., to upload the tender on the Official Website.
5. Notice Board.

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Additional Wildlife Warden

Jambu Zoo.

GOVERNMENT OF JAMMU & KASHMIR
Office of the Additional Wildlife Warden, Jambu Zoo
TENDER DOCUMENT

Tender Notice

e-NIT No.:- 22/WLW/JZ of 2022-23 Dated:- 16-08-2022

FOR

Construction and Laying of the Rising Mains and Allied Works at Jambu Zoo.

I) Location: - Jambu Zoo, Nagrota

II) Name of Works: - Construction and Laying of the Rising Mains and Allied Works at Jambu Zoo

iii) DEFINITIONS of TERMS

A) PCCF/ Chief Wildlife Warden J&K: Principal Chief Conservator of Forests, /CWLW J&K, Department of Wildlife Protection.

B) Conservator of Forests, Wildlife Jammu: Regional Wildlife Warden/Conservator of Forests (Wildlife), Jammu.

C) Engineering Wing: Engineering wing shall mean the Assistant Engineer/Junior Engineer/Draftsman for technical check from the Department.

D) Department: Department shall mean the Department of Wildlife Protection, J&K Govt.

E) Additional Wildlife Warden Jambu Zoo: Additional Wildlife Warden, Jambu Zoo, Department of Wildlife Protection.

Contractor/Agency: Contractor/Agency shall mean the tenderer whose tender has been accepted by the Department and who is authorized to enter in to agreement with the Department for execution and completion of the work tendered by him.

- a. **Works:** Works shall mean works to be executed in accordance with approved drawings, design, plan and specification.
- b. **Site:** Site shall mean the place at which the works are to be executed.
- c. **Completion:** Completion shall mean when the works specified in the contract are completed in all respects, fit for use. It shall also mean removal of tools and plants, scaffolding, surplus material, rubbish etc. and cleaning of the work site from debris, dust etc. and making it fit for being taken over by the Department as assessed by Engineering Wing.

IV) INSTRUCTIONS FOR TENDERERS

General instructions to bidder regarding e tendering process:

- The interested bidder can download the NIT / Bidding documents from the website: - <https://jktenders.gov.in>.
- To participate in bidding process, bidders have to get (DSC) Digital signature Certificate as per the information technology Act 2000 to participate online bidding the certificate will be required for digitally signing the Bid Bidders can get above mentioned digital certificate from any approved vender. The Bidders who already possess valid (DSC) Digital signature Certificate need not to procure new Digital signature Certificate.

- The bidders have to submit their bids online in electronic format with Digital signature. The bids cannot be uploaded without Digital signature no proposal will be accepted in physical form.
 - Before submission of online bids, Bidders must ensure that scan copies of all their necessary documents have been attached with bid.
 - The Department will not be responsible for delay in online submission of bids whatsoever reason may be.
 - All the required information for bid must be filled and submitted online.
 - Bidder should get ready with the scan copies of cost of documents & EMD as specified in the tender documents. The original instruments in respect of cost of documents EMD, Performance security and relevant documents be submitted to the tender inviting authority by registered post/ courier as per time schedule specify.
 - The detail of cost of documents EMD specified in the tender documents should be the same as submitted online (Scanned copies) otherwise bid will not be accepted.
 - Bidder can contact the under signed for any guidance for getting DSC or any other relevant detail in respect of E-tendering process.
1. The tenderer should in his own interest thoroughly, inspect and examine the site, its surroundings, nature of ground, climatic conditions, accessibility and other relevant parameters for deciding the strategy to be adopted for successful execution/completion of the work, at his own expenses and responsibility to satisfy himself fully before tendering for the advertised work.
 2. The tenderer should carefully study the document and prepare his tender with consideration of all provisions of the document. He should fully acquaint himself with site conditions and all other factors which may influence preparation of his tender.

3. Technical Bid :

- a. Bids uploaded must accompany Govt. Treasury Receipt (cost of tender document) in shape of Treasury Challan for the amount shown against the work above to be deposited in Govt. Treasury under Account Head 0406-Forest and earnest money in shape of CDR/ FDR pledged in favour of Additional Wildlife Warden, Jambu Zoo.

b. The technical bid uploaded should contain the copies of the following documents and other documents mentioned in the terms and conditions (read the e-NIT carefully).

1. Scanned copy of **Tender Fee** in shape of Govt. Treasury/challan (Fresh challan of date between 16-08-2022 to 06-09-2022).
2. Scanned copy of the **EMD (Previous date published e-NIT EMDs will also be accepted)**.
3. Scanned copy of **Valid Registration Card** issued by PWD/CPWD duly renewed for the current year (2022-23).
4. Scanned copy of the **GST Number** with the latest **GSTR-3B**.
5. Scanned copy of the **PAN** Card.
6. Latest **IT return**.
7. An **Affidavit** with points:- **1. Correctness of Documents submitted 2. Not Being Black Listed by any institution.**
9. Mobile No. & Aadhar Copy.
10. Any other document /s as mentioned in the terms and conditions/e-NIT.

4. PRICE BID :

Explanation:-

1. The price bid should be absolute and unconditional. Conditional bids shall be rejected.
2. The price bid shall be opened only in favour of bidders who qualify in the technical bid.
3. Rate is required to be quoted strictly as per prescribed BOQ.
4. Rates, if any, in addition to those required, shall render the offer ambiguous and void. Rates if quoted against one item only shall also render the offer ambiguous and void.
5. Price bids not conforming to above standards or suffering from any flaw shall be rejected.
6. Item if any beyond scope of NIT is to be executed will be paid as per quoted rates above/below S.S.R 2020

5. Validity of Tender :

It will be obligatory for the tenderers to keep offer of their quotation valid for a period of 90 days from the date opening of tenders.

6. Time Limit :

The works covered in his tender document are required to be completed in all respects within the specified time as mentioned in NIT from the day of issue of letter of intent or allotment whichever is earlier.

7. Award of contract :

- The successful tenderers will be notified by the Department.
- A formal deed that is, the agreement incorporating all the terms and conditions of contract shall have to be executed by successful tenderer within seven days from the date of allotment.

8. **Date of Commencement**: The date of commencement of work, under this contract shall be reckoned from the third day of the letter of intent/acceptance or work allotment order issued by the Department, whichever is earlier.

9. **Default**:- In the event of failure on the part of contractor to achieve the required periodical progress or complete the contract in time, the Department shall without prejudice to the remedies available to the Government under any law for the time being in force, be competent to adopt all or any of the following courses.

- Rescind the contract for which rescission notice of 10 days in writing to the contractor shall be conclusive and in which case the security deposit and CDR of the contractor shall be forfeited and be at the disposal of the Department.
- Employ labour and supply materials to carry out works or any part of the work debiting the contractor with cost of the labour and the price of the material. Certificate of the Engineering Wing in respect of the cost of the material and wages of labour shall be final and conclusive against the contractor.
- Measure up the work executed by the contractor and to take such part thereof as shall be unexecuted out of his hand and get the same executed / completed through alternate means/agency/contractor, at the risk and cost of the original contractor.

- Impose and recover such penalty as may be determined by the Engineering Wing in addition to the forfeiture of security deposit.
- In the event of any of the above courses being adopted by the Department, the contractor shall have no claim to compensation for any loss sustained by him for reasons of his having purchased or procured any material/equipment or entered in to agreement or paid any advance on account of or with a view to the execution of the work. In case the contract is rescinded under aforesaid provisions, the contractor shall not be entitled to be paid any sum for any work actually performed by him under this contract.

In any case, in which the powers conferred upon the **Conservator of Forest/Wildlife, Manda Hills, Jammu** / Engineering wing, by any clause under this notice shall have become exercisable, the non exercise thereof shall not constitute waiver of any of the conditions.

In the event of the Department putting in force any of the powers vested in it under the preceding clauses, it may, if so desired, take possession or order to take possession of any materials, tools, plants, stores, etc lying in or upon the works or the site thereof, belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof. The Department may choose to remove them at the contractor's expenses or sell them by auction or private sale and debit the amount towards contractor penalty. The certificate of the Engineering wing in respect of expenses incurred or the amount debitable to the contractor on account of any such sale shall be final, conclusive and binding on the contractor.

10. **Claim:**

- The contractor shall send to the Engineering wing once a month an account giving full and detailed particulars of all claims pertaining to any additional expenses to which he may consider entitled on account of extra or additional work ordered in writing by the Engineering Wing which he has executed during the preceding month.
- If the contractor considers that any work ordered in writing to be executed by him, to be outside the scope of this contract or any direction or order of Engineering Wing to be unfair, he shall immediately upon such work being ordered to be executed proceed with the execution of the work without delay. The contractor may if he so desires file a protest with the Engineering Wing stating clearly and in detail, basis of his objection or claims. The written protest filed by the contractor shall be forwarded to the Engineering Wing/Additional Wildlife Warden, Jammu Zoo with a copy to **Conservator of Forest/Wildlife, Manda Hills, Jammu** within one week with his remarks. The decision taken by the Chief Wildlife Warden, J&K Govt., Jammu in this behalf shall be final and binding upon the contractor.

11. **Payments:** No advance payments shall be made. Payments will be made to the contractor only against work done or after completion of work in all respects as per specifications. The Security Deposit of 10% on every bill shall be deducted.

12. **Taxes:-** Payments of service tax/income tax and levies etc. whether Central or State have to be borne by the contractor under rules. Income tax etc and service tax shall have to be deducted from running bills of the contractor. If there is any escalation in taxes (Central or State) or if any, new tax becomes applicale during the course of execution of work, the same shall be borne by the contractor.

13. **Escalation** :- During the period of completion of work, no price escalation in respect of material, machinery, equipment, labour etc. shall be entitled to the contractor.
14. **Recovery of due amount:** Whenever any claim against the contractor for the payment of any sum of money arises out under this contract, the Department shall be entitled to recover such sum by appropriating in part or in whole from the security deposit of the contractor or from any sum that may be due to him should the aforesaid sum be insufficient to cover the full recovery, the contractor shall pay to the Department on demand the balance amount or the same shall be recovered from him as arrears of land revenue. However, no such claim shall be entertained by the Department after final payment are made to the concerned contractor there after the contractor shall be solely liable for bearing all claims and consequence thereof.
15. **Indemnity:** In case of any dispute, accidents during the course of execution of the contract, the contractor shall be bound and solely responsible to meet and settle down all the claims at his own risk and cost.
16. **Patent of Royalties:** The contractor under this contract shall indemnify and save harmless the Government against all claims arising from infringements of patents and royalties covering tools, machinery process, appliances devices or material used in connection with the work and the Department may retain out of money which may be due and become due to contractor a sum sufficient to cover all such claims, when and if preferred until the claims are paid or satisfactory settled. However, no such claim shall be entertained by the Department after final payment are made to the concerned contractor there after the contractor shall be solely liable for bearing all claims and consequence thereof.
17. **Facilities at site:** The contractor shall visit the site and apprise himself about the site conditions prior to uploading of the Bids and has to arrange and maintain at his cost necessary tracks/paths/vehicular tracks, walkway / platform, ladders, stairways, water pumps, water, electricity and other facilities of usual and suitable character required for all operations of work and inspection, in such away as not to affect or cause inconvenience to other contractors/public.
18. **Work to be open to inspection:** All works in the course of execution in pursuance of this contract shall at all times be open to the inspection and supervision of department, Engineering Wing and their representatives and the contractor shall make all the necessary facilities at all times during the usual working hours and at all other times for which reasonable notice shall be given to the contractor.
19. **Examination/ Inspection Before covering up:** No work shall be covered up or put out of view without approval of the Engineering Wing/Department/Concerned authorities of the works and contractors shall afford full opportunity to him to examine and measure any such work before permanent work is placed thereon.
20. **Defective and Bad work:** If it shall appear to Engineering Wing that any work has been executed with unsound, imperfect or bad workmanship or with materials of any inferior description, the contractor shall when directed in writing by the Engineering Wing, forthwith rectify with sound and specified material and workmanship or remove or re-execute the part of work so specified as the case may be or remove the materials/ articles at his own cost notwithstanding the fact that the same may have been inadvertently passed/ certified or paid for previously. In the event of his failing to do so within the specified period, the contractor shall be liable to penalty provided for in the contractor/ document and the Department shall get it rectified or removal and re-execute the work or remove and replace the same as the case may be at the risk and cost of the contractor.

21. **Damage to work during or after execution:** If the contractor or his workers and servants break, deface or destroy any part or work or any other property in the vicinity of the works belonging to any person or on which they may be working, such structure , road curbs, embankments, fence enclosures, water pipes, cable, drains, electric or telephone posts or wires, trees, grass or grassland or cultivated ground etc, shall make the same good on his own cost and on failure of the contractor to do so, the Engineering Wing shall cause the same to be made good and deduct the cost thereof from any sums that may be due to the contractor under the contract or from his security deposits.
22. **Keeping works free from Water:** The contractor shall provide and maintain at his cost and expenses electricity or other power driven pumps and/ or other plant to the satisfaction of the Engineering Wing for keeping works free from water, until the works are taken over by the Department duly completed. The Contractor shall arrange for the disposal of water accumulated at the site of works (without affecting the other contractors/works lying adjacent and in vicinity of his work site/public) to the satisfaction of Engineering Wing and the authorities concerned.
23. **Temporary Suspension of work:** The Engineering Wing may suspend the work wholly or in part for such period as he may deem necessary, due to unsuitable weather or natural calamity, or for such other causes as are considered unfavorable for the execution of the work or for such times as is necessary due to failure of the contractor to carry out orders given to him. No compensation shall be paid on this account to the contractor.
24. **Extension of time :** No extension of time specified for the completion works shall be granted or claimed by the contractor as a matter of right. However, if the work is suspended for some time on account of bad weather, floods, earthquake or fire or non-availability of materials or tools and plants etc or due to any cause beyond the control of the contractor and the Department, no compensation shall be paid to the contractor on account of the aforesaid reasons but reasonable extension in time shall be considered at the request of the contractor and discretion of the Department.
25. **Equipment and Material:** The contractor shall at his cost procure, supply and transport to site all materials etc for the works and bear all loading and unloading storage and other taxes payable thereof. The contractor shall arrange on his own all machinery like lifting and hauling equipments, welding and pneumatic equipments, special tools/plants and Engineering stores required for the work.
26. **Contractors Representative/Site Engineer:** The contractor shall keep on the site of works during its execution, competent and authorized Supervisors/Engineer to whom instructions concerning the works may be given from Engineering Wing of the works or his subordinates. The notices and written orders served and instructions given by the Engineering Wing/authorities concerned upon such supervision shall be deemed to have been served upon the contractor.
27. **Payment to Labour:** The contractor shall have to make timely payments to all labours engaged by him. In case the Engineering Wing receives a complaint from labours for payment being withheld or deducted, he will pay the due wages to the labour himself, after due enquiry and deduct the amount from the dues/deposits of the contractor. However no such claim, what so ever, shall entertain after final payments are made to concerned contractor. Thereafter the contractor shall be solely liable for bearing the labour claim and consequence thereof.
28. **Character of Workmen:** Contractor shall be bound to employ competent workmen for every kind of work. Any person employed on the work who refuses or neglects to obey the directions

of the Engineering Wing/any other official of the Department, or who is considered incompetent to execute any part of the work or is disorderly or causes nuisance or who commits trespass upon public or private property in the vicinity of the works, shall be dismissed when the Engineering Wing so intimates and shall not be reemployed unless permission in writing is given in this behalf by the concerned Engineering Wing.

29. **Housing Accommodation and Sanitary Convenience:** The contractor shall provide and furnish proper housing accommodation and sanitary convenience for labours engaged on the works and these shall be maintained in a manner that will be inoffensive to the public and in compliance with local sanitary regulations.
30. **Alterations/Additions/Variations:** The Engineering Wing with the approval of Department may make any variation of the form, quality and quantity of work or any part thereof that may, in his opinion be necessary and desirable. The Engineering Wing shall be empowered with the prior permission of the Department to order the contractor to do any of the following:-
- Increase or decrease the quantity of any work included in the contract.
 - Omit any portion of work.
 - Change the character or quality or kind of any work.
 - Change the levels, lines, positions and dimensions of any part of the works and No such variations as aforesaid shall in any way violate the contract.

No such variation shall be made by the contractor of his own without an order in writing of Engineer. If at any time after the commencement of the works, the Engineering Wing for any reason whatsoever does require the above mentioned changes to be carried out the (Engineering Wing) shall give notice in writing in this behalf to the contractor. The contractor shall not also claim any compensation by reasons of any alteration having been made in the original specification, drawing, design and instructions which involve any curtailment or an addition, of the works as originally contemplated of his own.

The variations in quantities if any arise while desiging and vetting of the drawing from the IIT/DIQC Jammu/Govt. Institutions of equal stature shall be brought up into the notice of the Higher Authorities and inclusion or exculsion of any item/ quantity of any item shall be considered only after the prior approval of the Authorities of the Department.

31. **Valuation of Extra Items:** The Engineering Wing with the prior approval of Department shall authorize the contractor in writing to perform any extra item of work or furnish extra material not covered by the specification or not included in this contract but forming inseparable part of the works under this contract.

If the contract does not contain any rates applicable to the extra or additional work, then reasonable rates as specified hereunder shall be fixed by the Department.

- By analysis from the nearest item in the contract.
- Items not covered by the above provisions shall be paid on analysis bases on rate of labour and material required for completion of work at market rates plus 10% contractor's profit. For this purpose, a contractor shall keep and maintain in such form, as the Department shall direct, a correct account of cost supported by sufficient details. The rates for these extra items as approved by the Department shall be final and binding on the contractor.

32. **Local Laws and Rules:** The contractor shall abide by all regulations and laws of Forest, Wildlife (civil/criminal) Revenue, Fisheries and other Authorities, including Municipalities, Town Area Committees etc. For any violation he shall be liable to be dealt with under the relevant laws/Acts. No compensation whatsoever on this account shall be payable to the contractor by the Department.
33. **Protection of Works and Adjoining Property:** The contractor shall be responsible for the care of materials partially or wholly completed works until same are taken over by the Department duly completed by the contractor in accordance with the terms of the contract. The contractor shall make goods at his own expenses for the damages which the work may sustain from any cause whatsoever prior to the taking over of the same by the Department. The contractor shall also be responsible to make good at his own expenses, the damages caused to the adjacent property, due to this act or negligence of his employee or caused in the course of execution of contract. The Department shall not entertain any claim in this regard.
34. All materials taken out of site of the work is and shall be property of the Department.
35. **Subletting:** The contractor shall not assign or sublet the work in whole or part to any agency without written orders of the Department and if the contractor shall assign or sublet this contract, or attempt to do so or becomes insolvent or commences any insolvency proceedings to make any composition with his creditors or attempt to do so, or if any bribe gratuity, gift, lone, pre-requisite reward, or advantage pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any public officer or person in the employment of Government in any way relating to this office, the contractor shall be solely responsible for the consequences which besides other penalties/actions may entail termination of contract and forfeiture of deposit, bank guarantees and other due payments if any.
36. **Works Register:** It is the duty of the contractor to maintain/sign the works register and measurement book, wherein measurements are recorded. In case of his failure to do so, the measurements recorded by the Department staff will be binding upon the contractor. No claim whatsoever on this account will be entertained by the Department.
37. **Clearance of Work Site:** Contractor shall not deposit materials on site which will cause inconvenience to the public or which is in contravention of the orders of the Engineering Wing/Department/Wildlife Warden. The Engineering Wing/ Department/Wildlife Warden may direct the contractor to remove any materials, which are considered by him to be a source of danger or inconvenience to the public or other contractors in contravention of his orders and cause them to be removed at the contractors cost.
38. The contractor shall be duly bound to maintain his allotted work and keep it weed free at all times and till release of final payments in case of failure of the contractor on this account, the Department shall be at liberty to maintain and clean up the block/section at the risk and cost of the contractor.
39. **Certificate of Completion:** The works shall be deemed to have been duly completed when the Department certifies in writing that the works have been completed in all respects by the contractor. But no such certificate shall be given or the works shall not be considered to be duly completed until the contractor commissions the work to the entire satisfaction of the Department, removes materials, rubbish and cleans off debris and weeds from the site and all parts of the structure as per the requirements of the Department. If the contractor fails to comply with the requirements of this clause as to the removal of scaffolding, surplus materials, rubbish and cleaning of debris and weeds on or before the date fixed for the completion of the work, the Engineering Wing/Department shall remove such scaffolding materials and rubbish, weeds and

dispose of the same as he thinks fit and clean up such debris at the cost of contractor. The contractor shall have no claim in this respect.

40. Insurance: Any accidental or incidental occurrence during the course of execution shall be entirely liability of the contractor. The contractor has to observe due care and caution as not cause damage to life/honour/property or cause mishap, nuisance. The insurance cover of the team members working for the project shall be responsibility of the contractor.

41. Clarification: For any further information/explanation/clarification, if required, the intending tenderers may contact Additional Wildlife Warden, Jambu Zoo, Department of Wildlife Protection, Jammu during office hours at office of Chief Conservator of Forest/Wildlife, Manda Hills Jammu or Wildlife Warden Jambu Zoo.

42. Decision of Chief Wildlife Warden, Jammu & Kashmir to be final:

Except where otherwise specified in this contract, the decision of **Chief Wildlife Warden Jambu Zoo** & Kashmir shall be final, conclusive and binding upon the contractor on all questions relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality, the workmanship or materials used for the work.

43. Demarcation Boundary wall shall be strictly constructed on the alignment provided by the Engineering wing (AEE/JE) concerned. In case of any disputes related to demarcation, CF (Wildlife)/ RVLW will be the final authority to settle demarcation disputes.

44. No contractor shall participate in this tender who has been already been black listed by an Govt. agency/ office.

45. The accepting department however reserves the right to reject any or all the tenders without assigning any reasons thereof at any stage.

46. The work order will be issued after requisite clearances under various act from the concerned authorities.

47. The Labour certificate is not a pre-condition / necessary at the time of submission of bids. However the successful bidder has to provide the labourer certificate within a week time after the allotment of works order.

48. Bidder shall quote their rates complete inclusive of all carriages, loading, unloading, of material and other overheads.

49. Bidders shall also provide their 16 digit J&K Bank Account No. and Contact No. (Mobile/Landline) & e-mail I.D.

50. The Department shall not be held responsible for selection criteria/policy matter being adopted by the Directorate of Information regarding publishing the e-NIT, in any of the newspaper under circulation.

51. Guarantee Period: The tenderer shall guarantee all the materials/equipment's supplied by him & works executed by him against any defective design, manufacture & workmanship for a period of 12 months from the date of handing over to the department.

52. The tenderer shall quote for the complete scope of the work as per price schedule advertised rate list in words & figures. The offer with insufficient particulars in any respect shall lead to rejection even if the offer is competitive. The rates to be quoted shall be in percentage (below or above) over CPWD schedule of rates 2016 Electrical & FIRM rates for other than the items not covered under CPWD schedule of rates 2016 Electrical.

53. The tenderer shall quote FIRM rates for all items as per the price schedule/advertised rate list.
54. The contractor shall be responsible for all the losses/damage during transit of the supplies/material at site, till handing over of the system to concerned department. The department shall not be responsible for any work man's compensation, 3rd party liability etc. & the contractor shall obtain the policies to cover all the risk upto final handing over the system to the department.
55. The contractor shall make his own arrangement for water, electricity, storing facility, watch & ward of the material till handing over the system to the concerned department.
56. The department may revise or amend the specifications & other condition to the date notified for receiving of tenders. Such revisions & amendments shall be communicated to the prospective tenderers.
57. **Arbitration:-** In case of any doubt, dispute or difference what so ever shall arise between contractor & the department either of the parties give the other notice in writing & same shall be referred to Chief Wildlife Warden J&K, who shall nominate any officer for arbitration under J&K Arbitration Act. The decision of the arbitrator shall be final & binding on parties.
58. **Termination of Contract:-** In case the contractor fails to comply to the terms & condition of the contract or fails to replace defective materials/equipments, within the stipulated period, the department shall without prejudice to other remedies available to it under law, be competent to terminate the contract after 30 days clear notice to contractor & forfeited of security deposited and EMD, thereof. Penalty of 10 % of the value of contract shall be imposed if contractor fails to execute the work in time or fails to maintain the system during the guarantee period.
59. In addition to the terms covered in the schedule of work & specification, the extra necessary work required shall be included in the scope of work within the quoted rates.
60. **Clarifications of Bidding Documents:-** A prospective bidder requiring any clarification of the bidding, documents may notify the employer in writing or by e-mail at the Employer's address indicated in the Notice Inviting tenders. The Employer will respond to any request for clarification received earlier than 10 days prior to the deadline for submission of bids.
61. **General condition:**
Any item of work which is not advertised in the rate list but found necessary during execution shall be got executed and shall be paid with contractors tender appreciation/depreciation as offered by the contractor on whole tender.
However Earnest Money Deposit (EMD) shall be released once the quantum of bill processed by the Department reaches 80% of contract amount. The intending tenders have necessarily to adhere to the entire technical/commercial and general clauses as embodied in the tender document and no deviation whatsoever shall be accepted.
62. **Penalty:Penalty Clause:** In the event of the successful Tenderer failing, declining, neglecting or delaying execution of work in time and in the event of any damage occurring/being caused by the successful Tenderer or in the event of any default or failure by the successful tenderer in complying with any terms and conditions of the contract, the department shall without prejudice to any other remedy available to it under the law for the time being in force:
- a. Terminate the contract after 10 days notice and/or

- b. Recover the amount of loss caused by damage/failure or default as may be determined by the depts. and /or
- c. Impose a penalty @0.25% of the amount of the contract for delay upto a week subject to maximum of 5% of the value of the contract
- d. Forfeit the performance security deposit.

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**Amit Sharma (ACF)
Additional Wildlife Warden,
Jambu Zoo.**