



Department of Wildlife Protection J&K Government

Office of the Wildlife Warden Jammu

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

Email: wlwjammu@gmail.com

E-TENDERING

For and on behalf of the Hon'ble Lieutenant Governor Jammu & Kashmir State, e-tenders are invited from approved and eligible contractors registered with J&K State Govt./Central Govt. Organizations for the following work: -

S.No.	Name of work	Adv. Cost (₹. in Lacs)	Earnest Money (in ₹.)	Class of Contract or	Cost of Tender Document	Time of completion	Receiving /Opening Authority
1	Construction of Veterinary Hospital building at Khanpur, Nagrota, Jammu	99.00 Lacs	1,98,000/	"A "	Rs.1000/-	06 Months	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>

Publishing Date	15-02-2020
Download Start Date	15-02-2020 from 6:00 PM
Bid Submission Start Date	15-02-2020 from 6:00 PM
Bid submission End Date	29-02-2020 up to 6:00 PM
Date of opening of Technical	02-03-2020 at 10:00 AM (in the Office of the Regional Wildlife Warden, Jammu)
Date of opening of Financial Bid(online)	02-03-2020 at 11:00 AM (in the Office of the Regional Wildlife Warden, Jammu)

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TS and AA: Accorded

01. The bids shall be deposited in electronic format on the departmental website: - <https://jktenders.gov.in> . The complete bidding process will be online.
02. The date for opening of Technical & Financial bids through online shall be as per time. Schedule mentioned above.
03. The lowest bidder i. e. L1 shall be intimated to deposit the original copy of required earnest money in shape of CDR/ FDR and hard copies of all relevant documents within three days from opening of financial bids.
04. In light of Govt. Notification issued by Finance Department Civil Secretariat Vide No. A/24(2017)-651 dated:- 07-06-2018, the bidder must upload the copy of challan / receipt on

account of cost of tender documents remitted in the treasury concerned for that the bidders must write an application to be addressed to treasury officer concerned requesting therein for remittance of amount as cost of tender documents towards M. H. 0406 -Forest.

- 05.** 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 Jammu under Account Head 0406- Forest and Bid security in shape of **CDR/FDR** Pledged in favour of **Wildlife Warden Jammu**. The bids for the work shall remain valid open for acceptance for a period of 90 days from the date of opening of bids.
- 06. Unbalanced Bid:** In case the bidder quoted his rates below 15% of advertised amount, the bidder shall have to upload with additional performance security in shape of CDR/FDR in advance with their bid as per the following break up, otherwise the bid will be cancelled.

<i>S.No</i>	<i>Percentage of unbalance bid viz., advertised cost on account of Low rates</i>	<i>Additional Performance Security</i>
01	Up to and including 15% Below	Nil
02	>15% upto and including 20% Below	5% of advertised cost
03	>20% upto and including 25% Below	10% of advertised cost
04	>25% upto and including 30% Below	15% of advertised cost
05	> 30% Below	20% of advertised cost

The additional CDR/FDR in respect of Para above shall be released only after successful completion of the work

- 07.** Bidders are advised to download bid submission manual from the “Downloads” option as well as from “Bidders Manual Kit” on website www.jktenders.gov.in.
- 08.** To participate in bidding process bidders have to get Digital Signature Certificate (DSC) as per Information Technology Act Bidders can get Digital Certificate form approved vendor.
- 09.** The bidders have to submit their Technical & Financial bids on line in electronic format with digital signature. No Technical or financial bid will be accepted in physical/hard form.
- 10.** Bids will be opened online as per time schedule mentioned above.
- 11.** Bidders must ensure to upload scanned copies of all necessary documents i.e. CDR, Valid Registration Card issued by PWD/CPWD duly renewed for the current year 2019-20, PAN, Valid GST Registration, Govt. Treasury receipt (cost of Tender Document), Additional Security etc.
- 12.** The successful bidder has to produce Valid Labour Registration Certificate issued by Labour Department before/ at the time of issuance of award of contract.
- 13.** The key construction materials shall be procured by the contractor as per specifications mentioned below:

S.No	Material	Supplier, Manufacturer, Vendor
1	Cement	Shree ultra, Ultratech, Ambuja & ACC Brand
2	TMT Steel	TATA TISCON, SAIL, RINL & JINDAL PANTHER
3	Brick and Aggregates	As per PWD/CPWD norms

The specification and quality of materials shall have to be verified by the Engineer Incharge before the start of the work and during the execution of the work. The other materials used shall be of ISI mark.

14. Regarding financial turn over/performances certificates (qualification criteria)

S no.	Particulars	Amount of work	Financial turn over	Similar nature work
1	2	3	4	5
1.	Civil work	Upto 100.00 lacs	40%	Should have at least completed one work of similar nature the value of which should not be less than 1/5th of advertised amount as a prime contractor in any one year during last three years.

The said certificate should be attested by the Officer not below the rank of Executive Engineer.

- 15.** The Department will not be responsible for any delay in online submission of the bid due to any reason (technical or otherwise).
- 16.** 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.
- 17.** The tender accepting Authority however, reserves the right to reject any or all the tenders without assigning any reason thereof.
- 18.** All other terms and conditions shall remain same as per PWD form 25 (double leaf) and as per the detailed document.

**Wildlife Warden
Jammu.**

NO.: WLWJ/3433-37

Dt: 15-02-2020

Copy submitted to the:

1. Chief Wildlife Warden, J&K for favour of information please
2. Regional Wildlife Warden Jammu for favour of information please.
3. 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.
4. Wildlife Warden Jammu Zoo for information.
5. Assistant Engineer, Wildlife Protection, Jammu for information and necessary action.
6. Notice Board.

**Wildlife Warden
Jammu**

GOVERNMENT OF JAMMU & KASHMIR

Office of the Wildlife Warden Jammu TENDER DOCUMENT

Tender Notice

e-NIT No.:-WLWJ/25 of 2019-20 Dated:- 15-02-2020

FOR

Construction of Veterinary Hospital building at KhanpurNagrota, Jammu

I) Location: - Khanpur, Jammu

II) Name of Works: - Construction of Veterinary Hospital building at KhanpurNagrota, Jammu

iii) DEFINITIONS of TERMS

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

B) **Conservator of Forests, Wildlife Jammu:**Conservator of Forests, Regional Wildlife Jammu.

C) **Engineering Wing:**Engineering wing shall mean the I/C 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) **Wildlife Warden Jammu:** Wildlife Warden Jammu, Wildlife Protection Department.

a. **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.

b. **Works:** Works shall mean works to be executed in accordance with approved drawings, design, plan and specification.

c. **Site:** Site shall mean the place at which the works are to be executed.

d. **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.

II) INSTRUCTIONS FOR TENDERERS.

1. The tenderer should in his own interest thoroughly, inspect and examine the site, its surroundings, nature of ground, climate 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 and terms and conditions shall be binding upon the bidder.

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 Jammu under Account Head **MH0406- Forest** and bid security in shape of **CDR/FDR** pledged in favour of **Wildlife Warden Jammu**.
- b. The technical bid uploaded should contain the copies of the following documents.
 - I. Valid Registration Card issued by PWD/CPWD duly renewed for the current year 2019-20
 - ii. Residence Proof along with registered Mobile number.
 - iii. PAN Card.
 - iv. Original registration certificate of TIN No. /GST No.
 - V. Govt. Treasury receipt (cost of Tender Document).
 - vi. CDR/FDR for 2% of advertised cost(earnest money) from any Nationalized/Scheduled Bank Pledged in favour of Wildlife Warden Jammu.
 - VI Additional Performance Security etc.

4. Labour Registration Certificate.

The lowest bidder has to produce Valid Labour Registration Certificate issued by Competent Authority of Labour Department before or at the time of issuance of award of contract.

5. PRICE BID:

Explanation:-

- The price bid should be absolute and unconditional. Conditional bids shall be rejected.
- The price bid shall be opened only in favour of bidders who qualify in the technical bid.
- Rate is required to be quoted strictly as per prescribed BOQ (Bill of Quantities). 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.
- Price bids not conforming to above standards or suffering from any flaw shall be rejected.
- Items if any, beyond scope of NIT is to be executed will be paid as per rate analysis/ market study and in reference with SSR 2012.
- In case the bidder quoted his rates below 15% of advertised amount, the bidder shall have to uploaded with additional performance security in shape of CDR/FDR in advance with their bid, otherwise the bid will be cancelled as per following break-up:

S.No	Percentage of unbalance bid viz., advertised cost on account of Low rates	Additional Performance Security
01	Up to and including 15% Below	Nil
02	>15% upto and including 20% Below	5% of advertised cost
03	>20% upto and including 25% Below	10% of advertised cost
04	>25% upto and including 30% Below	15% of advertised cost

05	> 30% Below	20% of advertised cost
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6. 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.

7. Time Limit:

The works covered in this tender document are required to be completed in all respects within the specified time as mentioned in e-N I T from the seventh day of issue of letter of intent or allotment whichever is earlier.

8. Technical Bid:

The Technical bid shall be opened through online in the office of the **Regional Wildlife Warden, Jammu**. In case of a public holiday on the dates of opening of these bids, the same shall be opened on the next working day at same venue and time.

9. Price Bid

Price bid of only those bidders shall be opened whose technical bid are found responsive/technically qualified. The Price bids shall be opened through online in the Office of **Regional Wildlife Warden, Jammu**. The Tender accepting Authority however reserves the right to reject any or all the tenders without assigning any reason thereof.

10. 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.

11. Date of Commencement: *The date of commencement of work, under this contract shall be reckoned from the 7th day letter of intent or allotment is issued by the Department, whichever is earlier.*

12. Defect Liability Period:

The defect liability period shall be 12 months from the date of completion of work in all respects and shall be reckoned from the date of actual completion and handing over of work at site. 10% Security Deposit deducted from the bills of contractors shall be released after expiry of defect liability period.

13. 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 7 days in writing to the contractor shall be conclusive evidence and in which case the security deposit and CDR of the contractor shall be forfeited and shall be at the disposal of the Department and OR*
- *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 Incharge Engineer 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 Incharge Engineer 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 Chief Wildlife Warden Jammu and Kashmir, 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 In charge Engineer 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.

14. Claim:

- *The contractor shall send to the In charge Engineer 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 Incharge Engineer 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 Incharge Engineer 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 Incharge Engineer stating clearly and in detail, basis of his objection or claims. The written protest filed by the contractor shall be forwarded by the Incharge Engineer/Wildlife Warden Jammu to Regional Wildlife Warden, Jammu and within one week with his remarks. The decision taken by the Regional Wildlife Warden Jammu in this behalf shall be final and binding upon the contractor.*

15. 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.

16. Taxes:-

Payments of service tax/income tax/GST and levies etc, whether central or State have to be borne by the contractor under rules. All applicable taxes etc 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 applicable during the course of execution of work, the same shall be borne by the contractor.

17. 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.

18. Recovery of due amount:-

Whenever any claim, against the contractor for the payment of any sum of money arises 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.

19. Indemnity:

In case of any disputes, accidents, during the course of execution of the contract, the contractor shall be bound and solely responsible to meet and settle all the claims at his own risk and cost.

20. Patent of Royalties:

The contractor under this contract shall indemnify and save harm to 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 or become due to the contractor a sum sufficient to cover all such claims, when and if preferred until the claims are paid or satisfactorily settled. However no such claim shall be entertained by the Department after final payments are made to the concerned contractor there after the contractor shall be solely liable for bearing all claims and consequence thereof.

21. Facilities at site: *The contractor shall arrange and maintain at his cost necessary tracks/paths/vehicular tracks, walkway/platform, ladders, stairways, water pumps, electricity and other facilities of usual and suitable character required for all operations of work and inspection, in such a way as not to affect or cause inconvenience to other contractors/public.*

22. Work to be open to Inspection:

All works in the course of execution in pursuance of this contract shall at all-time be open to the Inspection and supervision of Department, Incharge Engineer and his representatives. The contractor shall make all the necessary facilities at all time during the usual working hours and at all other times for which reasonable notices shall be given to the contractor.

23. Examination/Inspection Before Covering Up:

No work shall be covered up or put out of view without approval of the Incharge Engineer of the works and contractors shall afford full opportunity to him to examine and measure any such work before any work is placed thereon.

24. Defective and Bad Work:

If it shall appear to Incharge Engineer 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 Incharge Engineer, forthwith rectify with sound and specified materials 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 contract/document and the Department shall get it rectified or remove and re-execute the work or remove and replace the same as the case may be at the risk and cost of the contractor.

25. Damage to Work during or after Execution:

If the contractor or his workers or servants break, deface or destroy any part of 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, cables, 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 Incharge Engineer 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.

26. 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 Incharge Engineer 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 Incharge Engineer and the authorities concerned.

27. Temporary Suspension of Work:

The Incharge Engineer 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.

28. 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.

29. Equipment and Material:

The contractor shall at his cost procure, supply and transport to site all materials as per estimate like Cement, iron, bricks, Steel, Barbed Wire etc for the works and bear all loading and unloading storage and other taxes payable thereof. The contractor shall arrange of his own all machinery like lifting and hauling equipments, welding and pneumatic equipments, mixers/vibrators, gunny bags, special tools/plants and Engineering stores required for the work.

30. 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 Incharge Engineer of the works or his subordinates. The notices and written orders served and instructions given by the Incharge Engineer upon such supervision shall be deemed to have been served upon the contractor.

31. Payment to Labour:

The contractor shall have to make timely payments to all labours engaged by him. In case the Incharge Engineer 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.

32. 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 Incharge Engineer/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 Incharge Engineer so intimates and shall not be reemployed unless permission in writing is given in this behalf by the concerned Incharge engineer. Local labour shall be given preference to the labour from outside the State.

33. Housing Accommodation and Sanitary Convenience:

The contractor shall provide and furnish proper housing accommodation and sanitary convenience for labourers 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.

34. Alterations/Additions/Variations:

The Incharge Engineer 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 Incharge Engineer 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 Incharge Engineer for any reason whatsoever does require the above-mentioned changes to be carried out he (Incharge Engineer) shall give notice in writing in this behalf to the contractor. The contractor shall also not claim any compensation for 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.

35. Valuation of Extra Items:

The Incharge Engineer 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 based on rate of labour and material required for completion of work at market rates plus 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.*

36. 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. No compensation whatsoever on this account shall be payable to the contractor by the Department.

37. 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 good at his own expenses damage 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.

38. *All materials taken out of site of the work are and shall be property of the Department.*

39. 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, loan, 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.

40. 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.

41. Photographs:

Before processing the bills, the contractor shall submit the Geo-tagged photographs of all the three stages of work viz. before execution, during execution and after completion of work which shall be forwarded to the competent authority, if required.

42. TESTS:

The contractor shall be solely responsible for carrying out of mandatory tests required for the quality control at his own cost.

43. 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 Incharge Engineer. The Incharge Engineer 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 contractor's cost.

44. The contractor shall be duty bound to maintain his allotted work and keep it clean 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 work at the risk and cost of the contractor

45. 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 debris 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 on or before the date fixed for the completion of the work, the Incharge Engineer shall remove such scaffolding materials and rubbish 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.

46. 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 to 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.

47. Clarification:

For any further information/explanation/clarification, if required, the intending tenderers may contact I /C Assistant Engineer, Wildlife Department Jammu during office hours at office of Wildlife Warden Jammu.

48. Decision of Chief Wildlife Warden (APCCF) Jammu & Kashmir to be final:

Except where otherwise specified in this contract, the decision of Chief Wildlife Warden Jammu & 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.

49. No contractor shall can participate in this tender who has been already been black listed by an Govt. agency/ office. The bidder has to submit self attested certificate that his has not been black listed by any government agency.

50. 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.

51. Bidder shall quote their rates complete inclusive of all carriages, loading, unloading, of martial and other over heads.

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

53. 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.

54. Defect Liability Period: The tenderer shall guarantee all the materials/equipments 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.

55. 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.

56. The tenderer shall quote FIRM rates for all items as per the price schedule/advertised rate list.

57. 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.

58. 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.

59. 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.

60. 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.

61. 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 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.

62. In addition to the terms covered in the schedule of work & specification, the following shall be included in the scope of work within the quoted rates.

63. 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.

The performance security shall be furnished by the lowest bidder before allotment of contract.

However Earnest Money Deposit (EMD) of 2% (One percent) shall be released only after the completion of "Defect Liability Period" i.e. 12 months.

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.

**Wildlife Warden,
Jammu.**