



**NATIONAL HIGHWAYS & INFRASTRUCTURE  
DEVELOPMENT CORPORATION LTD.  
(Ministry of Roads, Transport & Highways)  
(Govt. of India)**

**DETAILED PROJECT REPORT**

**NAME OF WORK**

**Construction of Wire Crated R/Wall in Km 24<sup>th</sup> on Khellani-Goha  
road in the state of J&K.**

**OFFICE OF THE  
GENERAL MANAGER (PROJECT)  
39/A, EXT. GANDHI NAGAR, JAMMU (J&K).**

**National Highways & Infrastructure Development Corporation Ltd.**

**(Ministry of Road Transport & Highways; Govt. of India)**

**Branch Office:- 39/A, Ext., Gandhi Nagar, Jammu (J&K). Phone No.:- 0191-2450606**

**NOTICE INVITING TENDER**

NHIDCL invites sealed tender (in anticipation of sanction) from the approved and eligible contractors registered with the State Govt. /CPWD /MES and Railways for the following works on item rate basis on 16-08-2016 upto 1200 Hrs.

S. No.	Name of Work	Estimated Cost of Construction (Rs. in lacs)	Cost of document (in Rs.)	Earnest Money (in Rs.)	Time Allowed for completion	Time and date of opening of tender	Class of Contractor
1	Construction of Wire Crated R/Wall at Km 24th on Khellani-Goha road in the state of J&K.	10.77	500.00	22000.00	20 Days	16.08.2016 (16.00Hrs)	"A,B,C,D"

1. Date of Publishing is from **09-08-2016**.
2. The Bidding documents can be downloaded from the website <http://www.nhidcl.com> from **09-08-2016 ( 1200 Hrs)** to **16-08-2016 (1200 Hrs)**.
3. The bids shall be submitted to the office of the undersigned upto **16-08-2016 (1200 Hrs)**. The complete bidding process will be offline and the bids received will be opened on **16-08-2016 (1600 Hrs)**.
4. The site for the work is available.
5. Bids must be accompanied by bid security (EMD) and cost of Tender Document as specified in the form of Demand Draft in favour of **NHIDCL BRANCH OFFICE JAMMU payable at Jammu**. The cost of downloaded tender documents and earnest money in form of DD shall be in separate envelope with cover marking cost of document and EMD.
6. The bid for the work shall remain open for acceptance 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, the said earnest money shall stand forfeited.
7. 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 a 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 the permission of the Government as aforesaid before submission of the tender or engagement in the Contractor's Service.

8. If after opening of tenders, it is found that the rates quoted by the lowest tenderer are less than 20% of the Advertised amount, it will be treated as non responsive bid and will not be considered in any case come but may even after opening of financial Bid.
9. NHIDCL reserves the right to cancel the tender any time without assigning any reason during the process of tender.

**General Manager**

National Highways Infrastructure  
Development Corporation Limited  
Branch Office: - 39A, Ext.  
Gandhi Nagar, Jammu (J&K)  
Contact No. 0191-2450606  
Email: [nhidcljammu@gmail.com](mailto:nhidcljammu@gmail.com)

## A. GENERAL INSTRUCTIONS TO BIDDER

### 1. **Scope of Bid**

- 1.1 NHIDCL invites bids for the construction of works (as described in these documents and referred to as “the works”). The name and identification number of the works is provided in the Appended NIT. The bidders may submit bids for any or all of the works detailed in the table given in the Notice Inviting Tender. Bid for each work should be submitted separately.
- 1.2 The successful Bidder will be expected to complete the aforesaid work by the intended Completion Date specified in the NIT and shall rectify all the defects during defect liability period of six months.
- 1.3 Throughout these documents the terms “bid” and “tender” and their derivatives (bidder/tenderer, bid/tender, bidding/tendering etc.) are synonymous.

### 2. **Qualification of the Bidder**

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

- i) **Attested photocopies of Registration Card duly renewed for the current financial year 2015-16.**
- ii) **Attested photocopy of valid Sale Tax certificate (Shall remain valid for one financial year) issued from the Sale Tax Department.**
- iii) **PAN Card**

And following instruments in original:-

- iv) EMD as demand draft in favour of **NHIDCL BRANCH OFFICE JAMMU payable at Jammu** from any nationalized/ scheduled Bank pledged to tender opening authority.
- v) Demand Draft of Rs. 500/- (Non refundable) as the cost of document from any nationalized/scheduled bank pledged to **NHIDCL BRANCH OFFICE JAMMU payable at Jammu..**

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- i) Made misleading or false representations in the forms, statements, affidavits **duly attested by magistrate** and attachments submitted in proof of the qualification requirements: and/or
- ii) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

### 3. **One Bid per Bidder**

Each Bidder shall submit only one Bid for one work. A Bidder who submits more than one Bid will cause the proposals with the Bidder's participation to be disqualified.

### 4. **Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will, in no case be responsible or liable for those costs.

### 5. **Site Visit**

The Bidder, at his own cost, responsibility and risk is encouraged to visit, examine and familiarize himself with the site of works and its surroundings including source of earth, water, road aggregates etc. and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the works. The costs of visiting the site shall be at the Bidder's own expense. He may contact in the office of NHIDCL at Jammu for any guidance relating to site visit.

## **B. BIDDING DOCUMENTS**

### **6. Content of Bidding Documents**

The set of bidding documents comprises the documents listed below:-

1. Notice Inviting Tender
2. Instruction to Bidders
3. General conditions of Contract
4. Bill of Quantities and Drawings etc.

7. Bidding documents can also be received from the office of NHIDCL at Jammu against the payment as specified in the NIT.

8. The bidder is expected to examine carefully all instructions, conditions of contract, terms and specifications, bill of quantities, drawings etc. in the Bid Document. Failure to comply with the requirements of Bidding Documents shall be at the bidder's own risk. Bids which are not substantially responsive to the requirements of the Bidding Documents, shall be rejected.

### **9. Clarification of Bidding Documents**

A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or by Facsimile (Fax) at the Employer's address indicated in the Notice Inviting Tenders. The Employer will respond to any request for clarification received earlier than 01 day prior to the deadline for submission of bids. Copies of the employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.

### **10. Amendment of Bidding Documents**

Before the deadline for submission of bids the Employer may modify the bidding documents by issuing addenda.

To give prospective bidders reasonable time to take an addendum into account, in preparing their bids the Employer shall extend, as necessary, the deadline for submission of bids.

### **11. Preparation of Bids**

Language of Bid is **English**

### **12. DOCUMENTS COMPRISING THE BID**

The bid submitted by the Bidder should contain the documents given in Clause 2 in a sealed envelope super scribing the name of the work.

The following documents which are not submitted with the bid will be deemed to be part of the bid.

<b>Section</b>	<b>Particulars</b>
1	Notice inviting Tender
2	Instruction to the bidder
3	Conditions of Contract
4	Specifications
5	Drawings

### **13. Bid Prices**

13.1 The Contract shall be for the whole works based on the priced Bill of Quantities submitted by the Bidder.

- 13.2 The Bidder shall adopt item rate as specified in the B.O.Q.
- 13.3 All duties taxes, royalties and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Bid price submitted by the Bidder.
- 13.4 The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.

#### **14 Currencies of Bid and payment.**

- 14.1 The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in India Rupees.

#### **15. Bid Validity**

- 15.1 Bids shall remain valid for a period of ninety (90) days after the deadline date for bid submission.
- 15.2 In exceptional circumstances, prior to expiry of the original time limit, the employer may request the bidder to extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing. A bidder may refuse the request without forfeiting his earnest money. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his earnest money for a period of the extension, and in compliance with clause 16 of ITB in all respects.

#### **16 Earnest Money**

- 16.1 The bidder shall furnish, as part of the Bid, earnest Money as specified earlier.
- 16.2 The earnest money shall, at the Bidder's option, be in the form of Demand Draft of a scheduled commercial bank, pledged in favour of as under and shall be valid for six months or more after the last date of receipt of bids in favour of NHIDCL BRANCH OFFICE JAMMU payable at Jammu.
- 16.3 Any bid not accompanied by an Earnest Money shall be rejected by the Employer as non-responsive.
- 16.4 The earnest money of unsuccessful bidders will be returned within **30 days** of the end of the Bid validity period.
- 17.1 The earnest Money of the successful Bidder will be released after successful completion of the work to be certified by the Engineer- in- charge.

#### **C. SUBMISSION OF BIDS**

##### **18. Submission of Bids**

- 18.1 The Bidder shall submit the Bid including all required documents as specified earlier in a sealed envelope super scribing the name of work.

##### **19. DEADLINE FOR SUBMISSION OF BIDS**

Complete Bid must be submitted offline on or before **16-08-2016 (1200 Hrs).**

The employer may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

**D. BID OPENING AND EVALUATION**

**20 Bid Opening**

The Employer will open the bids received in the presence of the bidders/bidder's representative who choose to attend at the time, date and place. In the event of the specified date for the submission of bid being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.

In all cases, the amount of Earnest Money, forms and validity shall be announced. Thereafter, the bidders' names and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.

At the time of the opening of the Bid, the names of the bidders whose bids were found responsive will be announced. The responsive bidders' names, the Bid prices, the total amount of each bid, and such other details as the Employer may consider appropriate will be announced by the Employer at the time of bid opening.

**21 Process to be Confidential**

Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any attempt by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.

**22. Clarification of Bids and Contacting the Employer**

No Bidder shall contact the Employer or any matter relating to its bid from the time of the bid opening to the time the contract is awarded.

Any attempt by the bidder to influence the Employer's bid evaluation, bid comparison or contract award decision may result in the rejection of his bid.

**23 Examination of Bids and Determination of Responsiveness**

During the detailed evaluation of Bids, the Employer will determine whether each Bid(a) meets the eligibility criteria defined in clause 2;(b) has been properly signed;(c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents.

A subsequently responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one(a) which affects in any substantial way, inconsistent with the bidding documents, the employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

If a Bid is not substantially responsive, it will be rejected by the employer, and may not subsequently be made responsive by corrections or withdrawal of the nonconforming deviation or reservation.

**PRICE PREFERENCE**

There will be no price preference to any bidder.

## **GENERAL CONDITIONS**

1. NHIDCL reserves the right to cancel the tender any time without assigning any reason during the process of tender.
2. If after opening of tenders, it is found that the rates quoted by the lowest tenderer are less than 20% of the Advertised amount, it will be treated as non responsive bid and will not be considered in any case come but may even after opening of financial Bid.
3. Rates quoted shall be deemed to include escalation, all taxes, duties etc. whatever during contract period.
4. Misconduct/ Misbehavior observed during the tender opening process with any officer/official shall be subject to cancellation of Bid and blacklisted for the works of this department in future upto a period of 05 years or permanently.
5. In case of firm/contractor fails to start the work within the stipulated time, a registered notice or notice sent through special messenger to the firm/contractor for non start of the work that amounts to the breach of the contractor and will be sufficient to windup or cancel his contract.
6. The accepting authority reserves the right to accept or reject any or all the tenders before or after their opening without assigning any reason thereof. The allotting authority in view of the exceptional circumstances reserves the right of granting the contract to any of the tenderer if deems proper in the interest of the work of course at the lowest received rates without assigning any reason thereof.
7. The department may execute the work left by the contractor at the risk and cost of the contractor. Any additional amount involved for execution of work shall be recovered from the contractor.
8. The contractor shall personally liable for civil and criminal prosecution under law, if specification of the work/materials used are found in contravention to the specifications prescribed during execution of work and even after completion and finalization of contract i.e. at any stage.
9. He will abide by all prevailing labour laws and will be personally responsible for any causality/ eventually/accident during the period of contract.
10. The quantities advertised in the rate list are approximate and based on tentative estimates, which can be increased or decreased by 25% as per necessity at site.
11. Any item if found not necessary at site during execution of work through advertised can be deleted and no claim what so ever shall be entertained on this account.
12. Nallah broken/crushed stone aggregate to be supplied by the contractor/agency shall confirm with standard specification as provided in the revised schedule of rates/book of specification in vogue at present and shall also confirm with the clause mentioned in the M.O.S.T. specification.
13. The watch and ward of all Material/Machinery shall be the responsibility of Contractor/ Agency.
14. No extra lead, lift or carriage if involved shall be paid other than what has been advertised in the rate list even if, it is involved at the site of work. The intending contractors/ agencies are advised to inspect the site of work and keep in view the actual conditions prevailing at site before tendering for the work.
15. Nothing extra shall be paid on account of loading/unloading of material at site of work.
16. The above work shall have to be completed by the contractor within stipulated time period mentioned above and in case of his failure penalty to the extent of 10% of the total value to the work shall be imposed upon him at the discretion of the General Manager (P), NHIDCL, Jammu.
17. For any dispute between the contractor and department the jurisdiction of Jammu Court will be applicable.
18. Service Tax shall be deducted as applicable under rule.

**BILL OF QUANTITY**

**Name of Work:** Construction of Wire Crated R/Wall in Km 24th on Khellani-Goha road in the state of J&K.

**Time Period:** 20 Days

S. No	Name of Item	Qty.	Unit	Rate per Unit  (To be quoted by bidder)	Amount quoted by bidder	
					In Figure	In Words
1	Plain cement concrete 1:3:6 nominal mix in foundation with crushed stone aggregate 20 mm nominal size mechanically mixed, placed in foundation and compacted by vibration including curing.	30.00	m <sup>3</sup>			
2.	Earthwork in excavation by manual means in trenches for foundations of drains, pipes cables etc. over areas not exceeding 1.50 mtr. in width & 10 sqm on plan.	108.00	m <sup>3</sup>			
3.	Providing and laying of Gabian Crates including cost of stones and crates.	302.40	m <sup>3</sup>			
4.	Back filling behind R/Walls, wing walls, Return wall etc.	73.95	m <sup>3</sup>			
<b>Total</b>						

(Authorized Signatory)