

GOVERNMENT OF JAMMU AND KASHMIR
OFFICE OF THE CHIEF EXECUTIVE OFFICER
YOUSMARG DEVELOPMENT AUTHORITY
DAK BUNGLOW CHARAI-SHARIEF

NOTICE INVITING TENDER
e.N.I.T No. 01/YDA/2017-18 Dated: -06/ 05/2017

For and on behalf of the Governor of Jammu and Kashmir State, the Executive Engineer, Yousmarg Development Authority, hereby invites e-tenders (in Single cover System) on item rate basis from the eligible Private professional Agencies/registered firms/NGO's having sufficient experience in the field of sanitation in a fixed time.

S. No.	Name of Work	Est. Cost (In lacs)	Cost of Tender Documents	Earnest Money	Time of completion	M.H. of Account
1.	Cleanliness/Sanitation upkeep and maintenance of various parking areas, picnic spots, meadows road etc. falling under Yousmarg Development Authority	13.87	1000/-	25000/-	One year on daily basis	5452-TSM Plan

Position of funds: Demanded

1. The Bidding documents consisting of qualifying information, eligibility criteria, specification, drawing bill of quantities (B.O.Q), set of terms & conditions of contract and other details can be seen/downloaded from the website www.jktenders.gov.in and office site www.Yousmarg Development Authority as per schedule of dates given below:

01.	Date of issue of Tender Notice	06-05-2017
02.	Period of downloading of bidding documents.	08-05-2017 to 18-05-2017
03.	Bid submission Start date	08-05-2017 upto 2.00 pm
04.	Bid submission end date	18-05-2017 upto 3.00 pm
05.	Deadline for receiving the hard copy (Original DD & EMD)	20-05-2017 upto 2.00 pm in the CEO's office at Tourist Bunglow Charari-Sharief/ by post
06.	Date & time of opening of Bids (on line)	22-05-2017 at 2.00 pm in the CEO's office

2. Bids must be accompanied with cost of tender documents in shape of demand draft in favour of Accounts Officer Y.D.A and Earnest Money/Bid Security in shape of CDR pledged to Executive Engineer Yousmarg Development Authority (Tender inviting authority)
3. The date and time of opening of Bids shall be notified on website www.jktenders.gov.in and conveyed the bidders automatically through and e-mail message on their e-mail address. The bids of responsive bidders shall be opened online on the same website in the office of the Chief Executives Officer, Yousmarg Development Authority at Dak Bunglow Charar-i-Sharief.
4. The bids for the work shall remain valid for a period of 120 days from the date of opening of Technical Bids.
5. The Earnest money shall be forfeited if :
- Any bidder/Tenderer withdraws his bid/tender during the period of bid validity or makes any modification in the terms and conditions of the bid.
 - Failure of successful bidders to furnish the required performance security / Additional security deposit within the specified time limit.
 - Failure of successful bidder to execute the agreement within 28 days after fixation of contract.
6. All Other terms and conditions shall remain same as advertised vide this office Nit No. 01/YDA of 2017-18 and detailed e-Nit No. 12/YDA/2016-17 Dated: 16-02-2017.

No. EE/YDA/2017-18/44-53

Dated: 06 -05-2017

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Executive Engineer
Yousmarg Development Authority

Copy to the:-

1. Managing Director, J&K State Cable Car Corporation (Nodal Agency for Swedash Darshgan) under Himalayan Circuit.
2. Chief Executive Officer, Yousmarg Development Authority
3. Joint Director Information Deptt, J&K State Sgr. for publishing the NIT in two leading dailies before due date.
4. Accounts Officer, Yousmarg Development Authority for information.
5. DM/SA for information.
6. Notice Board.

GOVERNMENT OF JAMMU AND KASHMIR
OFFICE OF THE EXECUTIVE ENGINEER
YOUSMARG DEVELOPMENT AUTHORITY
Camp Office Tourist Dak Bungalow Charar-i-Sharief

TERMS AND CONDITIONS FOR THE YEAR 2017-18 FOR VARIOUS CONTRACTS OF THIS AUTHORITY

1. The tenders will be opened on the same date or any other subsequent date convenient to the opening authority in presence of the contractor who may like to be present. In case the last date of the receipt of tenders is declared holiday/hartal the same will be received on next working day upto 2 p.m.
2. The tender forms received without affixed revenue stamp of Rs. 6/- and without CDR / lack of specified CDR amount shall be rejected.
3. The envelopes containing the tender must bear the name of work for which the tender has been offered and NIT No. with advertised cost of the work.
4. Tenders written partly in pencil, partly typed or partly written in ink will be rejected.
5. The tendered rates should be written against items or of quantity schedule issued with the tender documents clearly and legibly both in words as well as in figures without over writing or corrections. Any correction carried out by the tenderer in the offered rates should be Authenticated by him with his signature and covered with **transparent texo-tape** otherwise the same will be rejected.
6. No correction slips shall be entertained. Tenders received late (i.e. after 2 p.m) or received telegraphically shall be deemed nul and void.
7. Tenders shall be valid for a period of three months from the date of opening of tenders, in case the work could not be allotted because of non-availability of funds or completion of pre-requisite formalities. The tenders will be valid for two months more than the specified time period.
8. The tendering Authority reserves the right to accept/reject any tender of Tenderers in part or in full without assigning any reason thereof.
9. The exact location of the advertised work to be taken up for necessary execution falls within the purview of incharge site Engineers while as the estimates and requisite drawings can be seen from the office of the undersigned on any working day during office hours on production of renewed enlistment card/ tender document issued for the specified work.
10. The tender document shall be issued to the contractors in person / authorized representative after verification of capacity / validity of their registration card on the production of same for purchase of tender documents along with production of attested Photostat copy of permanent account PAN / TIN.
11. The contractor should quote the rates as above / below / at par the advertised rate list of SSR-2012 for the items covered in sanctioned schedule of rates. Also the contractor shall have to quote rate separately in respect of item for which rate has been asked for. In case he fails to quote his own rate for such items, he has to execute the same free of cost however for evaluation / HTR shall be charged for the said item.
12. the quotations advertised are approximate and are subject to increase or decrease.
13. Normally the contractor is bound to engage local labourers only but in special circumstances outsider can also be engaged / deployed with prior approval of competent authority.
14. The contractor will be responsible for behaviour of the labour engaged by him whether skilled, unskilled in case of any misbehaviour of the labour towards the Departmental officers/ officials or sub-ordinate field staff the contractor will be held responsible.
15. The contractor is bound to register labourers establishment in labour department and obtain necessary license before starting of work.
16. In case of injury or death of any skilled / unskilled labour at the site of work, the contractors shall have to pay the compensations to the dependants of the deceased labourers as per labour rules.
17. Dispute between the department and the contractor, the decision of the competent authority i.e. next higher authority even the allotting authority shall be final and binding upon both the parties.

18. The successful tenderer / contractors's representative shall have to remain present at the site of work to receive the timely instructions from the officer-in-charge.
19. Bad or defective work will not be entertained / paid under any circumstances and will be totally rejected. No compensation on this account shall be paid to the concerned contractor.
20. In all the works the agency shall conduct at his own expenses all requisite tests of the samples taken during the execution of work and the same must conform to I. S. Standard specification.
21. the work will have to be started by the contractor within the specified time in the letter of indent / allotment order. In case of any delay caused in the commencement of the work the contract will be cancelled at the discretion of the allotting authority and the work get done through some other agency at the risk and cost of the original contractor.
22. The successful tenderer after receiving the allotment order of the work shall have to draw the agreement with the Department within seven days from the date of receipt of allotment order, without which no payment shall be released.
23. The Department will not be responsible for any loss or damage caused to the work or materials used for the work /dumped by the contractor at the site of work due to floods, rains, theft or any other natural calamity upto such time, the work is taken over by the Department.
24. If the work is suspended for some time or abandoned partly or altogether no compensation will be payable to the contractor except what will be due to him by actual measurement.
25. During the execution any item or items advertised but not necessary to be executed, the contractor shall have no claim on this account against the department.
26. Used CDRs cannot be accepted.
27. Insurance of works during execution shall be binding on the contractor.
28. If after physical completion of the work in all respects any defect or imperfect in the work done by the contractor becomes apparent on account of bad workmanship use of substandard materials or inadequate materials as specified in the prescribed specifications or any other account the contractor shall make the same good at his own expenses and in default the same shall be executed through any agency at the risk and cost of the original contractor and recovered from his dues and deposits.
29. The bills showing the use of timber shall be accompanied with **form 25** issued by the Forest Department.
30. The work has to be completed in accordance with the PWD specifications and within the time specified against each work failing which the penalty upto a limit of 10% of total amount of work will be imposed upon the contractor at the discretion of Chief Executive Officer/ Executive Engineer. A penalty of Rs. 500/- per day shall be imposed for delayed period.
31. The contractor will have to make the reasonable and timely payments to the labourers engaged by him on a particular work. Any complaint in this regard found genuine by the undersigned will be paid to the concerned and recovered from dues and deposits of the concerned contractor.
32. Sub-letting of work or any part thereof shall be considered as a breach of contract and the allotting authority shall have the right to get the work executed through other agency at the risk and cost of the original contractor.
33. If the work is not handed over to the department within the stipulated time the contract shall be treated as cancelled and the contractor shall be blacklisted.
34. "Taxes which are admissible for deduction shall be deducted at source at the rates admissible. Service tax plus surcharges as required under rules conveyed by the government shall be deducted from the bills of the contractor, in case Government increases the rate of service tax, the contractor has to pay the same of his own cost. No claim whatsoever will be entertained on this account.
35. The rates quoted shall be inclusive of all, for entire completion of the work including all taxes, OCTROI, Royalties, Quarry Fee/Terminal Tax/Sales Tax/Income Tax/Water Tax and equipment incidental charges etc.
36. All conditions and rules laid down by the Govt. regarding registration & classification of contract will be binding upon the intending tenders.
37. The Department will not be responsible for any damage/destruction caused to the work or any material for the work during its execution by flood, fire, earthquake/theft or any other reason whatsoever & other natural climates.

38. The contractor is required to abide by the labour laws enforce in respect of Labour engaged by him.
39. The material like CGI Sheets, iron of sorts, Asphalt etc., required for the work will not be supplied departmentally to the contractor due to non availability of divisional store facility. Hence the contractor is bound to arrange the material which is required for the works at his own level subject with the condition as under.
Cement from JK Cement Ltd, Iron from steel authority of India, Tar from stores procurement / Indian oil corporation/BPCL.
40. Safe custody of the material and cost on account of watch and ward shall be borne by the contractor.
41. The work is completed within the time limit as specified in NIT which will be reckoned from the date of issue of the L. O. I / allotment orders to commence the work. The time of completion has been assessed on the advertised cost and nature of work.
42. 10 % of the payable amount as admissible shall be kept back as security deposit at the time of payment. The same will be released after satisfactory completion of the work and the expiry of the defect liability period. This will be in addition to the earnest money deposited and any other deposit to be retained due to other reason.
43. The contractors shall in no case quote their rates free of cost / lump sum rate or conditional one which will be considered liable for rejection.
44. The materials of approved sources are admissible as under:-
(i) Metal from Wuyan (ii) Metal Grade-III from Athwajan / Lasjan (iii) Binding material from Athwajan/Lasjan (iv) Stone dust from Lasjan/ Athwajan (v) Sand from Lasjan.
45. All other terms and conditions shall remain same as per P. W. D form No. 25 double leaf.
46. Any employee / labourer engaged having involvement in any anti-national activities/ subversive activity / adverse police record shall not be accepted by the authority if so allottee shall be wholly and solly responsible for its consequences.

For and on behalf of Governor of J & K

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**Draftsman /Camp Clerk
Yousmarg Dev. Authority**

**Executive Engineer
Yousmarg Dev. Authority**

No: - EE/YDA/2017-18/44-53

Dated: 06-05-2017

Copy to the:

1. Chief Executive Officer, Yousmarg Development Authority.
2. Assistant Executive Engineer, Yousmarg Development Authority for information.
3. Accounts Officer, Yousmarg Development Authority for information.
4. Assistant Engineer (Electric), Yousmarg Development Authority for information.
5. The President Contractors Union Charar-i-Sharief / Budgam / Chadoora / Sheikh Bagh Srinagar.
6. Notice Board/ Office copy.

Terms and Conditions

Terms and conditions for maintaining cleanliness/sanitation, upkeep and maintenance of various areas falling under Yousmarg Development Authority to be executed through private professional agencies/registered experienced NGO's on contract basis in a fixed time frame in various areas of the Yousmarg and in and around Pakherpora shrine.

1. The validity period of contract will remain in force for a period of one year.
2. The total number of labourers to be engaged for the task should not be less than 20 labourers for the summer season (from June, 2017 upto ending October, 2017) and 5 labourers for the winter months upto ending April 2018. The labourers should be with best physique and of matured mentality in accordance with the prescribed rules and laws of labour department.
3. Agency has to provide uniform to the persons engaged for the job as per the specifications provided by Yousmarg Development Authority. The name of Y.D.A will have to be made visible either on the cap or uniform shirt. Person without uniform shall not be allowed to work.
4. The agency has to provide/utilize their own boarding and lodging facilities to the persons (engaged for the said job).
5. The agency has to provide/utilize their own machinery/equipment / detergents etc. for the said purpose.
6. The agency nominated for the job shall have to execute the said nature of job as per directions and to the entire satisfaction of authorities of Yousmarg Development Authority. In case of any complaint of any nature, the contract shall be immediately cancelled without any notice with forfeiture of security deposit.
7. The agency or his representative has to be present always at Yousmarg in order to carry out the work as per instructions of Officers of Yousmarg Development Authority.
8. Nothing in this contract authorizes the contractor or his employees to trespass upon or damage any property belonging to the State or the private individuals. In the event of injury/damage being done by him or his employees to such property, the Chief Executive Officer, Yousmarg Development Authority shall recover the amount from the dues of the agency on this account.
9. The agency shall not in any case sublet the contract and no such person shall be recognized as agent of the agency.
10. The agency fixed for the purpose shall have to deposit CDR worth Rs. 25,000/- (Rupees Twenty Five Thousand only) pledged to Accounts Officer, Yousmarg Development Authority, as an earnest money which shall be released only after the expiry/successful completion of the contract.
11. The successful tenderer will have to execute an agreement with the Executive Engineer, Yousmarg Development Authority for covering all terms and conditions within 07 days from the date of dispatch of allotment.
12. In case of any untoward / undesired commission of an act by the successful tenderer or any of his staff member during the contract period the dispute have to be resolved by the successful tenderer / agency and at his own for which Department will not be responsible.
13. The labour engaged by the agency must be well behaved, well mannered, polite and must not cause any kind of inconvenience to tourists/visitors.
14. The firm should be registered with the sales tax as well as Income Tax Department. No tender/quotation shall be accepted/ entered without sales tax clearance certificate which shall be enclosed with the tender document.
15. Working hours shall start from 8.30 a.m with half an hour lunch break.

**Executive Engineer,
Yousmarg Development Authority**

16. The working of the agency shall be monitored regularly and incase it will not be found to the entire satisfaction of authorities of Yousmarg Development Authority, the contract can be cancelled without issuing any notice in advance.
17. The successful agency shall have to engage the workers for the said job, preferably amongst the local youth.
18. Yousmarg Development Authority reserves the right to accept or reject any offer without assigning any reasons thereof.
19. The Yousmarg Development Authority shall provide / install the dustbins/garbage bins at vantage points and the successful agency shall arrange for the transportation of the waste to designated areas for waste management as deemed necessary.
20. Bio degradable waste shall have to be segregate and buried in layers for decomposition into compost.
21. Non Bio degradable material like polythene, HDPE, plastics, glass etc shall have to be kept separately and disposed off as directed.
22. The agency shall have to ensure that resort is free from cow and horse dung and make necessary arrangements to prevent their entry into the resort area.
23. The details regarding the area under reference can be had from the camp office of the Executive Engineer, Yousmarg Development Authority during working days till 2.OOP.M
24. The terms and conditions as mentioned above shall be binding upon all the quotationers / tenderers.
25. The successful agency shall have to make arrangements for scientific disposal of waste collected from the area.
26. The payment to the agency shall be made only when the funds are made available to this authority by the Administrative Department and only inaccordance of production of daily basis attendance of labours engaged on specified sites / paths as per the instructions of site engineer.
27. The agency shall maintain a register with themselves as record of the persons engaged and will be checked by the Executive Engineer/ Assistant Executive Engineer or his representative as and when required/demanded.
28. The agency has to provide the hand carts to the labours for carrying the cow dung / garbage etc to the dumping places.
29. Any employee / labourer engaged having involvement in any anti-national activities/ subversive activity / adverse police record shall not be accepted by the authority if so allottee shall be wholly and solly responsible for its consequences.

Areas of Work.

1. Toilets blocks at Yousmarg and Nilnag.
2. Picnic spots / parks and lawns from Bon-Yousmarg to Yousmarg.
3. Meadows / landscapes.
4. Roads / tracks.
5. Parking area.
6. Doodhganga area.
7. Yousmarg Development Authority Hutment Area.
8. TRC area at Yousmarg.
9. Rose Park
10. Pakherpora Shrine Area.

No: - EE/YDA/2017-18/44-53

Dated: 06/05/2017

Executive Engineer,
Yousmarg Development Authority.