



# UNIVERSITY OF KASHMIR

Office of the Executive Engineer, Construction Division

## FRESH E-TENDER NOTICE FOR CIVIL AND SANITARY STAGE WORKS FOR THE YEAR 2017-18

For and on behalf of the University e-tenders **for Civil and Sanitary Stage Works for the year 2017-18**(in Single Cover System) are invited on item rate basis from approved and eligible Contractors registered with J&K State Govt., CPWD, Railways and other State/Central Governments for the following segments:-

S.No:	Name of the work	Earnest Money (L.S.)In (Rs.)	Cost of tender document (In Rs.)	Time and date of opening of tender	Class of contract
1.	All buildings in Main Campus, University of Kashmir. (Group A)	Rs.1.00Lacs	Rs.1000/-	31-08-2017 (11.00 AM)	A&B
2.	All buildings in Mirza Bagh, Naseem Bagh, Zakura, North and South Campuses (Group B)	Rs.1.00Lacs	Rs.1000/-	31-08-2017 (11.00 AM)	A&B

Position of A.A./T.S= Accorded

Position of funds = Demanded

- The Bidding documents consisting of qualifying information, eligibility criteria, specifications, Drawings, bill of quantities (B.O.Q), Set of terms and conditions of contract and other details can be seen/downloaded from the departmental website [www.jktenders.gov.in](http://www.jktenders.gov.in) as per schedule of dates given below:-

S.No:	Particulars	Date and Time
1.	Date of Issuance of Tender Notice	<b>11-08-2017</b>
2.	Period of downloading of bidder documents.	<b>12-08-2017 to 25-08-21-017 (6.00 PM)</b>
3.	Bid submission start date.	<b>12-08-2017 (11.00 AM)</b>
4.	Bid submission end date.	<b>25-08-2017 (6.00 PM)</b>
5.	Deadline for receiving the Hardcopy (Original DD and EMD)	<b>29-08-2017 (2.00PM)</b>
6.	Date and time of opening of bid (online).	<b>31-08-2017 (11.00 PM)</b>

- Bids must be accompanied with cost of Tender document in shape of demand draft in favour of **Registrar, University of Kashmir** and Earnest money /Bid security in shape of CDR/FDR pledged to **Executive Engineer, Construction Division, University of Kashmir.**

3. The date and time of opening of Bids shall be notified on web Site [www.jketenders.gov.in](http://www.jketenders.gov.in) and conveyed to the bidders automatically through an e-mail message on their e-mail address. The bids of Responsive bidders shall be opened online on same web site in the office of the **Registrar/Executive Engineer.**

4. The bids for the work shall remain valid for a period of 120 days from the date of opening of bids.

5. The Earnest Money Shall be forfeited if:-

a. If any bidder/ tenderer withdraws his bid/ tender during the period of bid validity or makes any Modifications in the terms and conditions of the bid the earnest money shall be forfeited.

b. Failure of Successful bidder to furnish the required performance security within the specified time limit.

c. Failure of Successful bidder to execute the agreement within 28 days after fixation of contract.

6. Instruction to bidders regarding e-tendering process.

6-1 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](http://www.jktenders.gov.in) acquaint bid submission process.

6-2 To participate in bidding process, bidders have to get 'Digital Signature Certificate (DSC)' as per Information Technology Act-2000. Bidders can get digital certificate from any approved vendor.

6-3 The bidders have to submit their bids online in electronic format with digital Signature. No Financial bid will be accepted in physical form.

6-4 Bids will be opened online as per time schedule mentioned in Para-1.

6-5 Bidders must ensure to upload scanned copy of all necessary documents with bid. Beside, original/Photocopies of documents related to the bid be submitted physically/by registered post/through courier before the date specified in Para-1.

7. The department will not be responsible for delay in online submission due to any reasons.

8. Scanned copy of cost of tender document in shape of Demand Draft in favour of **Registrar** and Earnest Money/Bid Security in shape of CDR/FDR if applicable pledged to **Executive Engineer** must be uploaded with the bid. The original Demand Draft (cost of tender document), CDR/FDR (earnest money/bid security) and relevant documents to be submitted to the tender opening authority by registered post/Courier /by hand before due date of submission of tender/as per time schedule specified.

9. Bidders are advised not to make any change in BOQ (Bill of Quantities) contents. In no case they should attempt to create similar BOQ manually. The BOQ downloaded should be used for filling the item rate inclusive of all taxes and it should be saved with the same name as it contains.

10. Price escalation and taxes:-The unit rates and prices shall be quoted by the bidder entirely in Indian Rupees and the rates quoted shall be deemed to include price escalation and all taxes upto completion of the work unless otherwise, specified. Deduction on account of taxes shall be made from the bills of the contractor on gross amount of the bill as per the rates prevailing at the time of recovery.

11. Bidders are advised to use "My Documents" area in their user on R&B e-Tendering portal to store such documents as are required.

## **12. Instructions to Bidder (ITB)**

12-1. All bidders shall include the following information and documents with their bids:-

a. Copies of original documents defining constitution/legal status, place of registration and Principal place of Business.

b. Valid TIN No. & PAN No. along with latest sales Tax clearance certificate/acknowledgment receipt of sales Tax return file.

12-2. The bidder at his own responsibility and risk should visit and examine the site of work and its surroundings before submission of bid.

12-3. Non attendance of pre-bid meeting will not be cause of disqualification of the bidder.

12-4. All documents relating to the bid shall be in the English Language.

13. If the bidder does not quote rate for any item of the rate list/quantity schedule, cost of such item/items shall be deemed to be part of the overall/total contract value .No rate shall be allowed for such item/items in the allotment of contract.

## **14. General conditions of Contract:-**

14-1. The date of start of the work shall be reckoned within one week from the date of issuance of LOI/Contract allotment as the case may be.

14-1.a.Only one segment shall be allotted to one agency.

14.1.b. If the bidder does not quote rate for any item of item of the rate list, HTR will be loaded for comparative purpose. But bidder has to execute the item at free of cost basis.

14-2 **Schedule of payment**:- The payment schedule shall be fixed after award of contract in favour of successful bidder, on the basis of availability of funds and value of work executed, shall be determined by the Engineer.

14-3 **Amendment of bidding documents**:- Before the dealing for submission of bids the employer may modify the bidding documents by issuing addendum.

14-4 The tender receiving authority reserves the right to accept or reject any tender or all tenders without assigning any reason thereof.

14-5 **Restoration of work**:- On completion of contract the contractor shall responsible to remove all un-used material and restore all work in its original position at his own cost.

14-6 **Traffic regulations**:- The contractor is bound to adhere to traffic regulations as is applicable from time to time and ensure arrangements of smooth regulation of traffic during execution of work.

14-7 **Arbitration**:- The arbitration shall be conducted in accordance with the arbitration procedure stated in the J&K conciliation and arbitration Act No. xxxv of 1997 issued vide SRO No.403 vide notification of J&K Govt. "Law Department" 11<sup>th</sup> December-1997)

14-8 **Defect Liability period**. The DLP shall be calculated from date of certified completion of work and period shall be **6 months**.

14-9 **Safety**:- The contractor shall be responsible for safety of all activities at site of work.

14-10 **Discoveries**:- Anything of historical or other interest or other interest or of significant value unexpectedly discovered on the site shall be the property of the government.

14-11 **Termination**:- The employer may terminate the contract if the contractor causes a fundamental breach of the contract in any way.

14-12 **Fundamental breach of contract will include**:-

a. Continuous stoppage of Work for a period of 30 days without authorization of Engineer in-charge.

b. If In case contractor failed to start /complete the work, within the stipulated time period, his CDR/Earnest Money shall be forfeited after termination of the contract. Besides, defaulting contractor shall be debarred from taking works in Public Works Department at least for one year.

14.13 Major Labour Laws applicable to establishment engaged in building and other construction Work:-

a) **Workmen compensation act 1923.**

b) **Payment of Gratuity Act 1972.**

c) **Employees P.F. and Miscellaneous Provision Act 1952.**

- d) **Maternity Benefits Act 1951.**
- e) **Contract Labour (Regulation & Abolition) Act 1970.**
- f) **Minimum Wages Act 1948.**
- g) **Payment of Wages Act 1936.**
- h) **Equal remuneration Act 1979.**
- i) **Payment of bonus Act 1965.**
- j) **Industrial disputes Act 1947.**
- k) **Industrial employment standing orders Act 1946.**
- l) **Trade Union Act 1926.**
- m) **Child Labour (Prohibition & Regulation) Act 1986.**
- n) **Inter State Migrant workmen's (Regulation of employment & Conditions of service) Act 1979.**
- o) **The Building and other Construction workers (Regulation of employment and Condition of service) Act 1996 and the Census Act of 1996.**
- p) **Factories Act 1948.**
- q) **Compliance with Labour Regulation Laws of J&K State.**

14.14 **Specification/Quality Control:** - All items of works shall conform to Specifications as per IRC/MORTH/NBO/CPWD/SSR/ Any other prescribed specifications.

14.15 **Insurance:** - Insurance cover to Labour / Machinery / Work / Plant material / Equipment by the contractor shall be mandatory.

14.16 **Laws Governing the Contract:-**The contract shall be governed by Laws of the land.

14.17 **Court's Jurisdiction:-**In case of any disputes/differences between contractor and Department the jurisdiction shall be J&K State

15.1 **Schedule of payment:-** The payment schedule shall be fixed after award of contract in favour of successful bidder, open the basis of availability of funds and value of work executed shall be determined by the Engineer.

15.2 **Amendment of bidding document:-** Before the deadline for submission of bids the employer may modify the bidding documents by issuing Addenda.

15.3. The tender receiving authority reserves the right to accept or reject any tender or all tenders without assigning any reason thereof.

15.4. **Un Balanced Bid.** In case bid of the lowest bidder is found unbalanced the bidder shall have to produce additional performance security in shape of CDR/FDR before issuance of contract allotment as mentioned below:-

**15.5**

**a. up to and including 15% below Nil.**

**b. Greater than 15% and up to 20% below. 3%**

**c. Greater than 20% and up to 25% below. 3.5%**

**d. Greater than 25% to 30% below 4%**

**e. Greater than 30% below. 5%**

15.6 **Restoration of work:-** on completion of contract the contractor shall be responsible to removal all unused material and restore all work in its original position at his own cost.

15.6. **Traffic regulations:-** The contractor is bound to adhere to traffic regulations as is applicable from time to time and ensure arrangements of smooth regulation of traffic during execution o work.

15.7 **Arbitration :-** The arbitration shall be conducted in accordance with the arbitration procedure stated in the J&K conciliation and Arbitration Act. xxxv of 1997 issued vide SRO.403 vide Notification of J&K Govt."Law Department 11<sup>th</sup> December -1997)

15.8 **Safety:-** The contractor shall be responsible for safety of all activities at site of work.

15.9. **Discoveries:-** Anything of historical or other interest or of significant value unexpectedly discovered on the site shall be the property of the Govt.

15.10 **Tests:-** The contractor shall be solely responsible for carrying out the mandatory tests required for the quality control at his own cost.

15.11 If the bidder quotes his rates for any item more than that of estimated rate or found unrealistic such rates will be calculated on the basis of latest analysis of rate (CPWD) with respect to current market rate.

Executive Engineer

No: F (UCD) KU/20/17

Dated:-09-08-2017