



UNIVERSITY OF KASHMIR

OFFICE OF THE EXECUTIVE ENGINEER, CONSTRUCTION DIVISION

E-TENDER NOTICE

For and on behalf of the University of Kashmir, e-tenders (**In Two cover system**) are invited on **item rate basis** from approved and eligible Contractors registered with Union Territory of J&K/ other union territories and CPWD, Railways and other State/Central Governments for the following work (fulfilling the eligibility criteria mentioned in detailed condition of contract uploaded with the Tender Notice on the web):-

S.No	Name of Work	Est. Cost (Rs. In Lacs)	Earnest Money (Rs. In Lacs)	Cost of T/Doc. (In Rs.)	Time of completion	Time & Date of Opening of Technical Bid	Class of Contract
1	2	3	4	5	6	7	8
1.	Construction of Library Cum Auditorium (Extension Portion of Library) at North Campus.	219.76	4.40	5500.00	18-Working Months	01-03-2021 (11:00AM)	"Special Class" & "AAY Class"

Position of AAA : Accorded

Position of funds : Committed under Languishing Projects

1. 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 as per schedule of dates given below:-

1.	Date of Issue of Tender Notice	02-02-2021
2.	Period of downloading of bidding documents	03-02-2021(11.00AM) to 27-02-2021 (6:00PM)
3.	Date, Time of pre-bid meeting	05-02-2021 (11:00AM)
4.	Bid submission Start Date	03-02-2021 (11:00AM)
5.	Bid Submission End Date	27-02-2021 (6:00PM)
6.	Date & time of opening of Technical Bids (Online).	01-03-2021 (11:00AM)
7.	Date & time of opening of Financial Bids (Online).	To be notified separately

2. A pre-bid meeting will be held to clarify doubts and to answer questions on any matter that may be raised at that stage by the bidders in the office chamber of Registrar/Executive Engineer University of Kashmir.
3. Bidders must upload scanned copies of all necessary documents including earnest money /Bid security in the shape of CDR / FDR/ B.G pledged to Executive Engineer, Construction Division, University of Kashmir and tender document fee in the shape of **e-Challan** which can be downloaded from <http://egov.uok.edu.in/echallan> in terms of soft copies with the e-bid. No document (s) which has / have not been uploaded upto the prescribed period shall not be entertained in the form of Hard copy. However, in case of any clarification, the bidders shall have to produce original documents in support of soft copies if need arises.
4. The date and time of opening of Bids shall be notified on Web Site www.jktenders.gov.in and conveyed to the bidders automatically through an e-mail message on their e-mail address. The **Financial bids of Responsive bidders** shall be opened online on same Web Site in the Office of the Registrar, University of Kashmir (Tender receiving authority).
5. The bids for the work shall remain **valid for a period of 120 days from the date of opening of Technical bids.**
6. The earnest money shall be forfeited, If:-
 - a. 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.
 - 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 after fixation of contract.
 - d. Failure of Successful bidder to execute the agreement within 28 days after fixation of contract.

7. Instruction to bidders regarding e-tendering process.

- 7.1. 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 acquaint bid submission process.
- 7.2. 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.
- 7.3. The bidders have to submit their bids online in electronic format with digital Signature. No bid will be accepted in physical form.
- 7.4. Bids will be opened online as per time schedule mentioned in Para-1.

Note: - Scan all the documents on 100 dpi with black and white option.

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

A) Copies of original documents defining constitution/ legal status, place of registration with up to date renewal and principal place of Business.

B) Scanned Copy of PAN/Valid GSTIN NO..

C) Latest GST Clearance Certificate form GST-3B.

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.
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 JK Tendering portal to store such documents as are required.

S.No.	Name of Work as per NIT	Advertised Amount in lacs.	Financial Turnover required	Similar Nature of works as Contractor	Remarks
1.	Construction of Library Cum Auditorium (Extension Portion of Library) at North Campus.	219.76	As per condition of contract Average Annual Financial Turnover should be at least 50% of the Advertised Cost of each work during the immediate Last Five consecutive Financial Years (2015-16 to 2019-2020).	1. The Contractor shall upload certificate/s from the appropriate authority of having successfully completed (a)single similar nature of work not less than 80% of Advertised Cost or (b)two similar nature of works of value not less than 60% of Advertised Cost or (c)three similar nature of works not less than 40% of Advertised Cost each work. All amounts in (a) (b) & (c) are rounded off to a nearest convenient full figure executed and completed during the last 5-years	Two cover system

				ending previous day of last date of submission of the bid. A Successful completion certificate shall be submitted by the participating bidder duly issued and signed by the competent authority, indicating Allotment No, Nit No, Allotted Cost, Completion Cost (Excess if any whether approved by Competent Authority), Date of Start, Date of Completion.
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12. Bid Capacity Applicable for the works costing more than Advertised cost.

13. Bidders who meet the minimum qualification criteria will be qualified only if their bid capacity is more than the total value of advertised amount. The available bid capacity will be calculated as under:-

Year Before	Multiplying factor
One	1.08
Two	1.16
Three	1.25
Four	1.36
Five	1.46
Six	1.58
Seven	1.71

Assessed Available Bid Capacity = (A x N x M - B), Where

A = Maximum value of Civil Engineering works executed in any one year during the last Five years.

(Updated to the current price level @8% per annum) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which bids are invited.

M=2.5

B = Value at current price level of the existing commitments and on-going works to be completed during the next years (Period of completion of the works for which bids are invited).

14. Qualification Information:

14.1 Report of financial standing of bidder such as profit and loss statement, Balance sheet & Auditors report, ITR/TDS of last 05 financial years i.e. **2015-2016 to 2019-2020 (Assessment Year 2016-2017 to 2020-2021)**

14.2 Availability (either owned or leased or hired) of key items of contractor's equipment essential for carrying out the works

S.No.	Type of equipment	Nos
1.	Tipper	02
2.	Excavator	01
3.	Lift Mixer	01
4.	Mixer	02
5.	Vibrator	04
6.	Generator	01

7.	Welding Machine	01
8.	Dewatering Pump 100 mm	01
9.	Water resistant shuttering ply	1000 Sqm
10.	Field Test Lab. (with all the testing equipment for quality control)	01

14.3 Qualifications and experience of key personnel required for administration and execution of the contract with bio-data.

S.No.	Personnel	Qualification	Nos.
1	Civil Engineer	Degree Holder/Diploma holder	01
2	Works Supervisor	I.T.I / 10+2	02
3	Engineering Lab. Technician	I.T.I	01

15 Evidence of access to line (s) of credit and availability of other financial resources/facilities [ten percent (10%) of proposed contract value certified by bankers (**Scheduled / Nationalized Bank**) for the work.

16. Proposed programme (schedule and Bar charts).

17. Information regarding Value at current price level of the existing commitments and on-going works to be completed during the next years (Period of completion of the works for which bids are invited).

17.1 Undertakings/ affidavit:-

- Authority to seek references from Bidders bankers.
- That the bidder would be able to invest a minimum of 15% of Contract Value.
- Information regarding any litigation current or during the last five years, in which the bidder is involved, the parties concerned and disputed amount.
- That the bidder is not black listed/debarred by any Govt. or Semi-Govt. Departments from participation in tendering.
- That bid will remain valid for a period of one hundred and twenty (120) days from the date of opening of Technical bids.
- Affirming that the information submitted by the bidder with the bid / supporting documents is true & correct to the best of his knowledge and belief.

18. Note:-Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representation in the forms, statements and attachments submitted in proof of the qualification requirement and/or record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc and/or participated in the previous bidding for the same work and has quoted unreasonably high bid prices and could not furnish rational justification to the employer.

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

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

21. All documents relating to the bid shall be in the English Language.

22.The material shall be of standard quality i.e.

I. Cement = AMBUJA/ACC/JK Cements/Max or equivalent of 53 grade.

II. Steel= TATA/Jindal /SAIL or equivalent of **FE 500 grade**

23. All Key Construction Material shall have to be arranged by the Contractor Strictly as per Specifications with the approval of EIC.

24. General Conditions of Contract:-

24.1. 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.

24.2. **Penalty for delay in completion:-**In case of delay in completion of work beyond stipulated period of completion, caused by the contractor Rs 2000 per day (Two Thousand per day) subject to the maximum of (2.00 %) Two percent of the Completion cost shall be imposed.

24.3. **Time extension:-**Suitable time extension shall be granted in case of increase in scope of work and in the event of delay beyond control of contractor to be determined by the department.

- 24.4. **Advance Payments:-**No mobilization advance/equipment advance shall be paid unless otherwise specified in the SBD.
- 24.5. **Secured Advance:-** No Secured advance shall be paid unless otherwise specified.
- 24.6. **Retention Money: -** 4% (2% Retention money/Bill Deposit deducted from each running/final bill) of the successful contractor shall be released after Successful completion of DLP.2% CDR Shall be released after the Completion of work.
- 24.7. **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.
- 24.8. **Amendment of bidding document:-**Before the deadline for submission of bids the employer may modify the bidding documents by issuing Addenda.
- 24.9. The tender receiving authority reserves the right to accept or reject any tender or all tenders without assigning any reason thereof.
- 24.10. **Unbalanced Bid:-** In case bid of the lowest bidder is found unbalanced, the successful bidder shall have to produce additional performance security in shape of CDR/FDR/BG within (10) days after opening of price bids, as per following break-up:-

S.No	Item rate of unbalance bid viz., advertised cost on account of Low rates	Additional Performance Security
1.	Upto and including 15% below	Nil
2.	Greater than 15% upto and including 20% below	5%
3.	Greater than 20% upto and including 25% below	10%
4.	Greater than 25% upto and including 30% below	15%
5.	Greater than 30% below	20%

Additional security shall be released after Virtual completion of the work.

In case the %age Item rate(Excess) quoted by the contractor over the bill of quantities is found higher than the estimated rate, then contractor will be called for negotiation of rate or will be allotted on the basis of calculations made as per book of analysis of rates CPWD keeping in view the present market rates.

- 24.11. **Restoration of work:-** On completion of contract the contractor shall be responsible to remove all un-used material and restore all work in its original position at his own cost.
- 24.12. **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.
- 24.13. **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" 11th December-1997.
- 24.14. **Defect Liability period:-** The DLP shall be Calculated from the date of certified completion of work and period shall be 18- months. *The defects noticed in the work during execution or D.L.P. shall be corrected by the Contractor within the length of time specified by the Engineer. If the contractor does not correct the defects pertaining to D.L.P. to the satisfaction of the Engineer within the time specified, the Engineer will assess the cost of having the defects corrected and contractor will pay this amount on correction of defects.*
Safety:- The contractor shall be responsible for safety of all activities at site of work.
- 24.15. **Discoveries:-** Anything of historical or other interest or of significant value unexpectedly discovered on the site shall be the property of the Govt.
- 24.16. **Tests:-**The contractor shall be solely responsible for carrying out the mandatory tests required for the quality control at his own cost.

24.17. **Termination:-** The employer may terminate the contract if the contractor causes a fundamental breach of the contract.

25. Fundamental breach of contract will include:-

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

25.2. *Contractor is declared bankrupt.*

25.3. *Any evidence of involvement of contractor in corrupt practices.*

25.4. *Contractor delays the completion of work beyond stipulated time of completion.*

25.5. *Pursuant to the process of termination of defaulted contract, the employer reserves the right to invite fresh tender for the balance work at the risk and cost of defaulting contractor.*

25.6. *If in case contractor failed to start /complete the work, within the stipulated time period, his CDR/Earnest Money/Additional Deposit shall be forfeited after termination of the contract. Besides, defaulting contractor shall be debarred from taking works in University of Kashmir at least for two year.*

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

25.8. *Workmen compensation act 1923.*

25.9. *Payment of Gratuity Act 1972.*

26.0. *Employees P.F. and Miscellaneous Provision Act 1952.*

26.1 *Maternity Benefits Act 1951.*

26.2 *Contract Labour (Regulation & Abolition) Act 1970.*

26.3 *Minimum Wages Act 1948.*

26.4 *Payment of Wages Act 1936.*

26.5 *Equal remuneration Act 1979.*

26.6 *Payment of bonus Act 1965.*

26.7 *Industrial disputes Act 1947.*

26.8 *Industrial employment standing orders Act 1946.*

26.9 *Trade Union Act 1926.*

26.10 *Child Labour (Prohibition & Regulation) Act 1986.*

26.11 *Inter State Migrant workmen's(Regulation of employment & Conditions of service)Act 1979.*

26.12 *The Building and other Construction workers (Regulation of employment and Condition of service) Act 1996 and the Census Act of 1996.*

26.13 *Factories Act 1948.*

26.14 *Compliance with Labour Regulation Laws of J&K State.*

27 **Specification/Quality Control:-** All items of works shall conform to specifications as per IRC/ MORTH/ NBO/ CPWD/ SSR/ other prescribed specifications provided by the University Consultant.

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

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

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

31 Time Extension:-

31.1. *The work is to be completed within the time limit specified in the NIT and the time of completion will also increase / decrease in proportion with additional / deleted quantum of work depending upon the actual quantum of work.*

31.2. *Request for extension of time shall be made by the contractor in writing not later than fifteen days of happening of the event causing delay. The contractor shall also indicate in such a request the period for which extension is desired.*

- 31.3. *Abnormal /bad weather or Serious loss or damage by fire or Civil commotion, strike or lockout (other than among the labour engaged by the contractor) affecting any or the trades employed on the work, or Non availability of departmental stores. Any other cause which in the absolute discretion of the accepting authority is beyond the contractor's desire.*
- 31.4. *On contractor's representation based on the grounds as detailed above the time for completion of the work may be extended by a period considered reasonable by the Department.*
- 31.5. *Extension of time shall be also admissible in the event of temporary suspension of work.*
32. *The tender / bid is liable to rejection if it does not fulfill the requirements as laid down in NIT.*
33. Special work will have other conditions as per specification and requirement at site. The special conditions if any will be incorporated in the NIT as and when such Tender Notice is issued.
34. All other terms conditions are as per PWD Form 25 (Double leaf agreement Form).

Executive Engineer

NIT No:-F (E.Tend)(Lib. Exten. NC/44/KU2020-CONS-
Dated:-01-02-2021

Copy to the: -

1. Director North Campus, for information.
2. Special Secretary to Vice Chancellor for kind information of Vice Chancellor.
3. Director, IT & SS for information .He is requested to upload the main tender notice on the University Web site for wide publicity.
4. Director/Joint Registrar (Development/Accounts) for information.
5. P.S. to Registrar for information of the Registrar.
6. Head draftsman for information and with the direction to upload the tender notice along with Rate list etc on the web site prescribed for the purpose (www.jkteders.gov.in)
7. President J&K Constructional Contractors Association, Sheikh Bagh, Srinagar for information.
8. Notice board.
9. File