UNIVERSITY OF KASHMIR

Office of the Executive Engineer, Construction Division

NOTICE INVITING E-TENDER

NIT No: - F (E.Tend)(Res. Sant.Kgl & Leh)(UCD)KU/ 41/18 DATED: -07-08-2018.

For and on behalf of the University of Kashmir, e-tenders (**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 works:-

S.No	*Name of Work*	*Est. Cost (Rs. In Lacs)*	*Earnest Money (In Rs.)*	*Cost of T/Doc. (In Rs.)*	*Time of completion*	*Time &Date of Opening of Bid*	*Class of Contractor*
1	*2*	*3*	*4*	*5*	*6*	*7*	*8*
1.	Restoration of Damaged water supply and other items at Leh campus.	5.10	Rs.10,200/-	Rs.200/-	01-Month	18-08-2018 (11.00 AM)	CEE & DEE
2.	Restoration of Damaged Plumbing and Sanitary Items at Kargil campus.	3.00	Rs.6000/-	Rs.200/-	01-Month	18-08-2018 (11.00 AM)	DEE

Position of AAA/TS Submitted

Position of funds Demanded

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	08-08-2018
2.	Period of downloading of bidding documents	From09-08-2018 (11 AM) to 16-08-2018 (6.00 PM)
3.	Bid submission **Start Date**	09-08-2018 (11.00 AM)
4.	Bid Submission **End Date**	16-08-2018 (6.00 PM)
5.	Deadline for receiving the Hard Copy **(Original DD & EMD) - [The date should be one day after bid submission end date]**	17-08-2018 (2.00 PM) in the Office of the Executive University of Kashmir
6.	Date & time of opening of Bids **(Online) - [The date should be one day after deadline for receiving of hard copies]**	18-08-2018 (11.00 AM)

2. Bids must be accompanied with cost of Tender document in shape of demand draft in favor of **Registrar University of Kashmir** and Earnest money / Bid security in shape of CDR / FDR/ B.G 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.jktenders.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 **Executive Engineer, Construction Division, University of Kashmir**
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:-
   a. *Any bidder/ tenderer withdraw his bid/ tender during the period of bid validity or make 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 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.into 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 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 the bid. Besides, original / photocopies of documents related to the bid be submitted physically / by registered post / through courier before the date specified in Para-1.

6.6 "**Bidders must ensure to upload scanned copies of all necessary documents including earnest money and tender document fee in terms of soft copies with technical bid and submit the Hard Copies of all the uploaded documents duly attested under the hand and seal of the tenderer. No document (s) which has / have not been uploaded shall 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".**

6.7. The Earnest money in favour of unsuccessful / Non-responsive bidders shall be released only after ensuring submission of Tender document Fee in original, irrespective of Hard copies; failure of submission of Tender document fee by the bidder using the site shall entail him for blacklisting.

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

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 favor of **Registrar University of Kashmir**and Earnest Money / Bid Security in shape of CDR/FDR/B.G if applicable pledged to **Executive Engineer, Construction Division, University of Kashmir** must be uploaded with the documents of the bid. The original Demand Draft (cost of tender document), CDR / FDR /B.G (earnest money/bid security) and relevant bid 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 including CGST and SGST 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. **In case of any specified project the relevant guidelines / standard bidding document shall be followed.**

13. **Instructions to Bidder (ITB)**

13.1. All bidders shall upload the following information and documents along with qualification criteria / qualification information with their bids:-

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

b. ***Valid GST No. & PAN No. Acknowledgement receipt of Sales Tax Return Filed.***

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

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

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

14. ***The Bidder shall have to use good quality approved materials at his own cost, no departmental supplies be made by the University***

14. 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.*

15. **General Conditions of Contract:-**

15.1. 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.

15.2. **Penalty for delay in completion:-**In case of delay in completion of work beyond stipulated period of completion, penalty of Rs. 2000/- per day but up to maximum of 10% of the total contract shall be imposed.

15.3. **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.

15.4. **Advance Payments**:-No mobilization advance/equipment advance shall be paid unless otherwise specified in the SBD.

15.5. **Secured Advance**:-No secured advance is admissible unless otherwise specified.

15.6. **Retention Money: -** 10% shall be deducted from each running bill of the successful contractor which shall be released after virtual completion of work in all respects/when recommended.

15.7. **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.

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

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

15.10. **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 /B.G within (7) days after opening of price bids, as per following break-up:-

S.No	***Percentage of unbalance bid viz., advertised cost on account of Low rates***	***Additional Performance Security***
01.	Upto and including 15% below	Nil
02.	Greater than 15%and up to 20% below.	3%
03.	Greater than 20% and up to 25% below.	3.5%
04.	Greater than 25% to 30% below	4%
	Greater than 30% below.	5%

Additional security shall be released after successful completion of (6) months maintenance liability period.

In case the rate/Rates quoted by the contactor to any item/items in the bill of quantities has/have been 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 2016 CPWD keeping in view the present market rate.

15.11. **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.

15.12. **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.

15.13. **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.

15.14. **Defective Liability period:** - The DLP shall be commenced from the date of certified completion of work and period shall be 6 months.

15.15. The date of start of work shall be reckoned within seven days from the date of issuance of allotment/ Letter of intent. In case the agency fails to execute the work, the deposits in the shape of CDR and Additional performance guarantee shall be liable for forfeiture besides initiating other punitive actions against the defaulter without serving any notice.

15.16. **ALL KEY CONSTRUCTION MATERIALshall have to be strictly as per prescribed specifications and approval of the Engineer In-charge.**

The CDR shall be released after (6) six months from completion of the work and satisfactory maintenance for such period.

15.17. Failure on part of the contractor to fulfill his obligations of maintenance schedules shall result in forfeiture of the deposits held for this purpose as well as the CDR for this work.

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

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

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

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

15.22. **Fundamental breach of contract will include:-**

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

b. *Contractor is declared bankrupt.*

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

d. *If the contractor indulges in willful disregard of the quality control measures put in place by the department.*

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

f. *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.*

g. *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 R&B Department at least for one year.*

15.23.

Major Labor 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 Labor (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 Labor (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 Labor Regulation Laws of J&K State*.

15.24. **Specification/Quality Control: -**All items of works shall conform to specifications as per IRC/ MORTH/ NBO/ CPWD/ SSR/ Any other prescribed specifications and quantities may vary ± 10% to the estimated quantities.

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

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

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

15.28. **Time Extension**:-

a. 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.

b. 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.

c. 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.

d. *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.*

e. *Extension of time shall be also admissible in the event of temporary suspension of work.*

16. *The tender / bid is* ***liable to rejection*** *if it does not fulfill the requirements as laid down inNIT.*

17. **All other terms conditions are as per PWD Form 25 (Double agreement Form)**

Executive Engineer

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