

# UNIVERSITY OF KASHMIR

## Office of the Executive Engineer, Construction Division

### FRESH E-TENDER NOTICE

For and on behalf of the University 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 the work	Estimated Cost of the work (Rs. In Lacs)	Earnest Money @ 2% (amounting in Rupees ),	Cost of /- tender document (In Rs.)	Time allowed for completion of the work	Time and date of opening of tender	Class of contract
1.	Fixing of ceiling over Porch and other misc. Works at Distance Education in Naseembagh Campus	3.71	7420	200	10-days	14-07-2016	D

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

**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](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	29-06--2016
2.	Period of downloading of bidder documents.	30-06-2016 to 09-07-2016 (6.00 Pm)
3.	Bid submission start date.	30-06-2016 (11.00 am)
4.	Bid submission end date.	09-07-2016 (6.00 pm)
5.	Deadline for receiving the Hardcopy (Original DD and EMD)	11-07-2016 (2.00 pm)
6.	Date and time of opening of bid (online).	14-07-2016 (11.00 am)

2. 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.

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.

5. Instruction to bidders regarding e-tendering process.

5-1 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.

5-2 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.

5-3 The bidders have to submit their bids online in electronic format with digital Signature. No Financial bid will be accepted in physical form.

5-4 Bids will be opened online as per time schedule mentioned in Para-1.

5-5 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.

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

7. 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.

8. 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.

9. 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 contactor on gross amount of the bill as per the rates prevailing at the time of recovery.

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

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

11-1. 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.

11-2. The bidder at his own responsibility and risk should visit and examine the site of work and its surroundings before submission of bid.

11-3. Non attendance of pre-bid meeting will not be cause of disqualification of the bidder.

11-4. All documents relating to the bid shall be in the English Language.

12. 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.

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

13-1. 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.

13-2 **Penalty for delay in completion**:-In case of delay in completion of work beyond stipulated

period of completion, penalty upto maximum of Rs. 2000/- per day shall be imposed

13-3. **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.

13-4 **Advance Payments**:- No mobilization advance/equipment advance shall be paid unless otherwise specified in the SBD.

13-5 **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.

13-6 **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.

13-7 **Amendment of bidding documents**:- Before the dealing for submission of bids the employer may modify the bidding documents by issuing Addenda.

13-8 The tender receiving authority reserves the right to accept or reject any tender or all tenders without assigning any reason thereof.

13-9 **Unbalanced bid**:- In case bid of the lowest bidder is found unbalanced i.e 15% below than advertised cost the bidder shall have to produce additional performance security of 3% of contract in shape of CDR/FDR before issuance of contract allotment.

13-10 **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.

13-11 **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.

13-12 **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)

13-13 **Safety**:- The contractor shall be responsible for safety of all activities at site of work.

13-14 **Discoveries**:- Any thing of historical or other interest or of significant value unexpectedly discovered on the site shall be the property of the government.

13-15 **Tests**:- the contractor shall be solely responsible for carrying out the mandatory tests required for the quality control at his own costs.

13-16 **Termination**:- The employer may terminate the contract if the contractor causes a fundamental breach of the contract.

13-18 **Fundamental breach of contract will include**:-

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

15-19 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.**

**15-21 Specification/Quality Control:** - All items of works shall conform to Specifications as per IRC/MORTH/NBO/CPWD/SSR/ Any other prescribed specifications.

**15-22 Insurance:** - Insurance cover to Labour / Machinery / Work / Plant material / Equipment by the contractor shall be mandatory.

**15-23 Laws Governing the Contract:**-The contract shall be governed by Laws of the land.

**15-24 Court's Jurisdiction:**-In case of any disputes/differences between contractor and Department the jurisdiction shall be J&K State

**15-25 Time extension:-**

a. The work is to be completed within the 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'. 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 details 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.

**16.3. 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.

**16.4.Advance payments.** No mobilization advance/equipment advance shall be paid unless otherwise specified in the SBD.

**16.5. Retention money:-** 10% shall be deducted from each running of the successful contractor which shall be released virtual completion of work in all respects.

**16.6 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.

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

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

**16.9.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:-

**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%**

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

**16.12.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 o work.

**16.13.Arbitration :-** the arbitration shallbe 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 Gott.”Law Department 11th December -1997)

**16.14.Defect Liability period.** The DLP shall be circulated from date of certified completion of work and period shall be 6-months.

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

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

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

**17. Special Conditions regarding specifications and quality control for machine laid B-T works:-**

a. All the components of the work shall be executed strictly as per specification laid down in the ministry of Road transport and Highways publication “specifications for road and bridge.

b. All materials for use shall conform to the specifications laid down in “Rural Roads manual” a publication of I-RC.

c. For items not covered in Rural Roads manual , the Ministry of Road Transport & high ways (MORTH) Specifications for road and bridge work-Latest edition shall be followed.

d. Physical properties of aggregates for bituminous works i.e Shape , Strength, durability and strip in value should satisfy the requirements prescribed in I-R-C SP:20/National Building Code/C.P.W.D./SSR.

e. Periodic sieve analysis of each type of aggregate an periodic check f aggregates at the gradation control unit shall be carried out to ensure that the proportion of the aggregates as specified is complied with.

f. Conducting of mandatory quality tests for various components of the advertised work like thickness tests, testes for impact value, stripping, flakiness, gradation of aggregates as determination of Binder content in bituminous mix, tests for density other tests as determination of binder content bitumen's mix ,tests for density and other test s as prescribed in IRC;SP : 20 a per frequency recommended therein ,during and after execution of the work will be sole responsibility of the contractor as well as the correctness of the test results weather performed in his laboratory or elsewhere.

g. The location of the hard mix plant of adequate capacity and capable of yielding mix of proper and uniform quality from which bitumen's macadam is to be transported to the site in clean insulated vehicles / tippers shall be so placed that the manufacturing laying /spreading and rolling temperatures within the specified limits down in IRC SP 20/CPWD specifications/SSR.

h. The spreading of mix compaction quality control during these operations shall be done as prescribed norms of IRC.

i. The longitudinal profile of the finished surface shall be tested within a street edge and the transverse profile with a camber template. Any irregularity greater than 6mm shall be rectified.

j. The defects noticed in the work during execution or DLP shall be corrected by the contractor within the length of time specified d by the Engineer. If the contractor does not correct the defects pertaining to the DLP to the s 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.

18. The works shall be subject to the inspection by State Inspection Authority at the time of completion of work for clearance and all charges on account of inspection shall be borne by the contractor.

19. The tender/bid is liable to rejection if it does not full fill the requirements as laid down in NIT.

**Executive Engineer**

No:-F(E.Tend)(Misc. DDE)13/KU2016-CONS-

Dated:-28-06-2016