UNIVERSITY OF KASHMIR

OFFICE OF THE EXECUTIVE ENGINEER, CONSTRUCTION DIVISION

NOTICE INVITING E-FINANCIAL BID

For and on behalf of University of Kashmir the Executive Engineer Construction Division University of Kashmir Hazratbal, Srinagar invites sealed item rate **e-tenders** from those contractors/firms/agencies who have **qualified the Technical Bid for Expression of Interest for various Turnkey Building (P.E.B.) projects in University of Kashmir** invited by the this office vide No: F(EOI)(Turnkey-build)(UCD)Ku/16 dated 15-10-2016 for the below mentioned projects:-

S.No	*Name of Work*	*Est. Cost (Rs. In Lacs)*	*Cost of T/Doc. (In Rs.)*	*Earnest Money (Rs. In Lacs)*	*Time of completion*	*Time & Date of Submission of Financial Bid*	*Class of Contractor*
1	*2*	*3*	*4*	*5*	*6*	*7*	*8*
1.	Construction of Law School Block (P.E.B. Structure) at Main Campus	556.00	10000/-	11.12	09 months	03-12-2016 To 14-12-2016 (4.00 pm)	Special class

Position of AAA/TS : Accorded
Position of funds : Demanded

1. The Bidding documents Consisting of Bill of Quantities (B.O.Q.), specifications, Drawings 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 Issuance of Tender Notice	30-11-2016
2.	Period of downloading of bidding documents	From 03-12-2016 to 14-12-2016 4:00 P.M
3.	Date, Time and place of pre-bid meeting	03-12-2016 at 11.00 A.M in the Office of the Executive Engineer.
4.	Bid submission **Start Date**	03-12-2016 From 11.00 A.M
5.	Bid Submission **End Date**	14-12-2016 upto 4.00 P.M
6.	Deadline for receiving the Hard Copy including Original DD & EMD.	15-12-2016 upto 2.00 P.M in the Office of the Executive Engineer (Tender inviting authority)
8.	Date & time of opening of Bids **(Online).**	17-12-2016 (11.00 am)

2. A pre-bid meeting will be held to clarify issued and to answer questions on any matter that may be raised at that stage by the bidders.
3. 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/BG pledged to **Executive Engineer Construction Division, University of Kashmir.**
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.*
   a. *Failure of Successful bidder to furnish the required performance security within the specified time limit.*
   b. *Failure of Successful bidder to execute the agreement after fixation of contract.*

7. <u>Instruction to bidders regarding e-tendering process.</u>

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.into 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.

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

9. The 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 if applicable pledged to Executive Engineer University of Kashmir must be uploaded with the Financial documents of the bid. The original Demand Draft (cost of tender document), CDR / FDR (earnest money/bid security) and relevant bid documents to be submitted to the tender opening authority (Registrar) by registered post/Courier /by hand before due date of submission of tender/as per time schedule specified above.

10. 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.

11. **<u>Price escalation and Taxes:-</u>** The unit rates and prices shall be quoted by the bidder entirely in **<u>Indian Rupees</u>** and the rates quoted shall be deemed to include **<u>price escalation and all taxes upto</u>** 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.

12. Bidders are advised to use **<u>"My Documents"</u>** area in their user on JK Tendering portal to store such documents as are required.

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.

13. *The bidder at his own responsibility and risk should visit and examine the site of work and its surroundings before submission of bid.*
14. *Non attendance of pre-bid meeting will not be cause of disqualification of the bidder.*
15. *All documents relating to the bid shall be in the English Language.*

16. ***The material*** *shall be of standard quality i.e.*
    I. ***<u>Cement =</u> AMBUJA/ACC/JK Cements***
    II. ***<u>Steel=</u> TATA/SAIL/Reputed make***

17. ***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.*

18. 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, penalty upto maximum of 10% of the contract 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% CDR +2% retention money) shall be deducted from each running bill of the successful contractor which shall be released after virtual completion of work in all respects.

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:-

.No	***Percentage 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**	**3%**
3.	**Greater than 20% upto and including 25% below**	**3.5%**
4.	**Greater than 25% upto and including 30% below**	**4%**
5.	**Greater than 30% below**	**5%**

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 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 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.

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

26.1. Workmen compensation act 1923.

26.2. Payment of Gratuity Act 1972.

26.3. Employees P.F. and Miscellaneous Provision Act 1952.

26.4. Maternity Benefits Act 1951.

26.5. Contract Labour (Regulation & Abolition) Act 1970.

26.6. Minimum Wages Act 1948.

26.7. Payment of Wages Act 1936.

26.8. Equal remuneration Act 1979.

26.9. Payment of bonus Act 1965.

26.10. Industrial disputes Act 1947.

26.11. Industrial employment standing orders Act 1946.

26.12. Trade Union Act 1926.

26.13. Child Labour (Prohibition & Regulation) Act 1986.

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

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

26.16. *Factories Act 1948.*

26.17. *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/ Any other prescribed specifications.

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

Executive Engineer

No:-F(E.Tend) (LAW School Block-PEB)UCD/Ku/23

Dated:- 30-11-2016

Copy to the: -

1. Director, I.T. & S.S. for information and for uploading of the tender notice on the university web site.
2. S.S./P.S. to Vice-Chancellor for kind information of the Vice-Chancellor.
3. Joint/Deputy Registrar (Development/Accounts) for information.
4. P.S. to Registrar for information of the Registrar.
5. Head draftsman for information and with the direction to upload the tender notice along with Rate list on the web site prescribed for the purpose.
6. Notice board.
7. File