

UNIVERSITY OF KASHMIR

Office of the Executive Engineer, Construction Division

FRESH NOTICE INVITING E-TENDER

For and on behalf of the University e-tenders (in Single Cover System) are invited on item rate basis from approved and eligible Authorized Dealers of Air Conditioners Registered with Union Territory J&K Govt., PD/PW departments, Railways and Other State/ Central Governments for the following work:-

S.No:	Name of the work	Estimated Cost of the work (Rs. In Lacs)	Cost of tender document (In RS) In shape of E-Challan	Time allowed for completion of the work	Time and date of opening of tender
1.	Supply, Installation, Testing and Commissioning fully Inverter type Ac,s in Conference Hall of the Department of Earth Science, VC Lodge and office of AEE Civil.	6.69	Rs.300/-	20-Days	27-09-2021 (11.00 AM)

Position of A.A = Accorded

Position of funds = Available

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:-

S.No:	Particulars	Date and Time
1.	Date of Issuance of Tender Notice	15-09-2021
2.	Period of downloading of bidder documents.	15-09-2021 to 24-09-2021 (6.00 PM)
3.	Bid submission start date.	15-09-2021
4.	Bid submission end date.	24-09-2021 (6.00 PM)
5.	Date and time of opening of bid (online).	27-09-2021(11.00 AM)

1. **Dealers must upload scanned copies of Cost of Tender Document 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 dealers shall have to produce original documents in support of soft copies if need arises**
2. **All the Dealers have to submit Bid Security Declaration Form instead of Earnest money as per the Circular of Finance Department (Bid Security Declaration Form List as per Annexure "A.**
3. **The 1st Lowest bidder has to produce an amount equal to 3% of Contract Cost as performance Security in shape of CDR/FDR/BG pledged to Executive Engineer University of within 03 Days before fixation of Contract and shall be released after Success (6) Six Months from completion of Work and Satisfactory Maintenance for such Period.**
(Note: - Scan all the documents on 100 dpi with black and white option.)
4. The date and time of opening of Bids can be available on Web Site www.jktenders.gov.in and conveyed to the dealers automatically through an e-mail message on their e-mail address. The **bids of Responsive dealers** shall be opened online on same Web Site in the Office of **Executive Engineer, Construction Division, University of Kashmir.**

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 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.*
7. **Instruction to dealers regarding e-tendering process.**
- 7.1. Dealers are advised to download bid submission manual from the "Downloads" option as well as from "Dealers Manual Kit" on website www.jktenders.gov.int acquaint bid submission process.
- 7.2. To participate in bidding process, dealers have to get 'Digital Signature Certificate (DSC)' as per Information Technology Act-2000. Dealers can get digital certificate from any approved Vendor.
- 7.3. The dealers 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. The Department will not be responsible for delay in online submission due to any reasons.
8. Dealers 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 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.
10. Dealers are advised to use "**My Documents**" area in their user on e-Tendering portal to store such documents as are required.
11. **In case of any specified project the relevant guidelines / standard bidding document shall be followed.**
12. **Instructions to Bidder (ITB)**
- 12.1. *All dealers 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 with up to date renewal and principal place of Business.***
 - b. ***Valid GSTIN Registration with latest clearance certificate/Acknowledgement receipt of GST return copy GST-3B and PAN Card.***
- 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.*
14. ***The Bidder shall have to use good quality approved materials at his own cost, no departmental supplies shall 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.***
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 of Rs. 2000/- per day but up to maximum of 10% of the total contract 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. **Secured Advance:**-No secured advance is admissible unless otherwise specified.
- 13.6. **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.
- 13.7. **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.
- 13.8. **Amendment of bidding document:**-Before the deadline for submission of bids the employer may modify the bidding documents by issuing Addenda.
- 13.9. **The tender receiving authority reserves the right to accept or reject any tender or all tenders without assigning any reason thereof.**
- 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. **Defective Liability period:** - The DLP shall be commenced from the date of certified completion of work and period shall be 6 months.
- 13.14. In case the agency fails to execute the work, the deposits in the shape of CDR shall be liable for forfeiture besides initiating other punitive actions against the defaulter without serving any notice.
- 13.15. **ALL KEY CONSTRUCTION MATERIAL shall have to be strictly as per prescribed specifications and approval of the Engineer In-charge.**
- 13.16. The CDR shall be released after (6) six months from completion of the work and satisfactory maintenance for such period.
- 13.17. 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.
- 13.18. **Safety:** - The contractor shall be responsible for safety of all activities at site of work.
- 13.19. **Discoveries:** - Anything of historical or other interest or of significant value unexpectedly discovered on the site shall be the property of University.
- 13.20. **Tests:**-The contractor shall be solely responsible for carrying out the mandatory tests required for the quality control at his own cost (if applicable).
- 13.21. **Termination:** - The employer may terminate the contract if the contractor causes a fundamental breach of the contract.
- 13.22. **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.*

13.23. 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.*

13.24. Specification/Quality Control: -All items of works shall confirm to specifications as per IRC/ MORTH/ NBO/ CPWD/ SSR/ Any other prescribed specifications and quantities may vary $\pm 10\%$ to the estimated quantities.

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

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

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

13.28. 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.*
 - f. The works shall be subject to the inspection by State Inspection Authority if applicable at the time of completion of work for clearance and all charges on account of inspection shall be borne by the contractor.*
14. *The tender / bid is liable to rejection if it does not fulfil the requirements as laid down in NIT.*
 15. *All other terms conditions are as per PWD Form 25 (Double agreement Form)*

Executive Engineer

NIT No: - F(Fresh)(E.Tend)(UCD)KU/39/21
DATED: -15-09-2021

Bid Security Declaration

I hereby submit a declaration that the bid submitted by the undersigned, on behalf of the bidder, _____ either sole or in JV, shall not be withdrawn or modified during the period of validity i.e. not less than 120 (One Hundred Twenty only) days for the bid due date.

I, _____, also accept the fact that in case the bid is withdrawn or modified during the period of its validity or if we fail to sign the contract in case the work is awarded to us or we fail to submit a performance security before the deadline as per NIT & SBD, then - _____ will be suspended for participation in the tendering process for the works of PWD/MORTH/NHAI/NHDCL/ and works under other Centrally Sponsored Schemes, for a period of one year from the bid due date of this work.

(Signature of the bidder or his Authorized Signatory)

Seal of bidder