



NOTICE INVITING E-TENDER



SINGLE COVER SYSTEM

NIT No_ F(E.Tend)(UCD)/KU/18/23

DATED:02/05 /23

For and on behalf of the University of Kashmir, e-tenders (In single cover system) are invited on **Percentage (%age) Basis** from approved and eligible Authorized Dealers/Distributors of Air Conditioners (AC's) for U.T of J&K / Central Governments for the following works:-

S.No	Nome of Work	Adv. Cost (Rs.In Lacs)	Cost of T/Doc. (In Rupees)	Earnest Money in Rs.	Time of completion	M.H ofAccount
1.	2	3	4	5	6	7
1.	Supplying, Installation, Testing and Commissioning of Wall Mount (Split) Fully Inverter Type A.C's Hot and Cold Operation (5 No) for Health Centre at Main Campus, University of Kashmir.	4.69Lacs	Rs.300/-	Rs.9,380/-	10-Days	"Consolidated Funds"
2.	Supplying, Installation, Testing and Commissioning of 2No. Split Ac's at Dining Hall for Sheikh Hamzah Makhdoom ^{RA} Guest House, Naseem Bagh Campus, University Of Kashmir.	1.75Lacs	Rs.200/-	Rs.3,500/-	5-Days	"Local Funds"

Position of AAA: - 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--

1.	Date of Issue of Tender Notice	04/05/2023
2.	Period of downloading of bidding documents	From 04/05/2023, to 16/05/2023, 6.00 P.M
3.	Bid submission Start Date	04/05/2023
4.	Bid Submission End Date	16/05/2023 up to 6.00 P.M
5.	Date & time of opening of Financial Bids (Online)	17/05/2023 In the office of Executive Engineer University of Kashmir

2. Bids must be accompanied with cost of Tender document (as mentioned above) in shape of E-Challan only **which can be downloaded from** <http://egov.uok.edu.in/echallan> in terms of soft copies with the e-

bid. **The tender document fee in any other form shall not be accepted.**

3. **The successful Dealer (L-1) shall have to produce CDR and E-challan in original in the office of the undersigned before allotting the work or issuance of Supply order. pledged to Executive Engineer University of Kashmir within 03 Days before fixation of Contract besides 1st lowest Dealer has to produce an amount equal to 3% of contract as Performance Security in the shape of CDR/FDR/BG in favour of Executive Engineer University of Kashmir Division within 10 (ten) days after the date of receipt of letter of acceptance and EMD of 2% will be released after receipt of 3% performance Security. The Bank Guarantee should be valid for 45 days beyond bid validity.**

Note:- The Date of e-Challan must be between the date of start of bid and Bid Submission end date. **Any deviation shall render the Dealer as Non-responsive.**

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

4. The date and time of opening of Financial Bids of a responsive Dealer shall be notified on Website. www.jktenders.gov.in and conveyed to the Dealers automatically through an e-mail message on their e-mail address.
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:-**
- Any Dealer/ tenderer withdraws his bid/ tender during the period of bid validity or makes any modifications in the terms and conditions of the bid.
 - Failure of Successful Dealer to furnish the required performance security within the specified time limit.*
 - Failure of Successful Dealer to execute the agreement within 28 days after fixation of contract.*
 - The tenders without E.Challan and EMD shall be summarily rejected. No exemption for EMD and E.Challan will be entertained.*

6(A). Instruction to Dealers regarding e-tendering process

6.1 Dealers are advised to download bid submission manual from the "Downloads" option as well as from "Dealers Manual Kit" on website www.jktenders.gov.info acquaint bid submission process.

6.2 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.

6.3 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 Dealers must ensure to upload scanned copy of all necessary documents with the bid. Besides, original documents related to the bid shall be submitted by L1 before issuance of Allotment in his favour.

6.6. **Dealers must ensure to upload scanned copies of all necessary documents including, tender documents fee in terms of soft copies and all other documents required as per NIT with technical bid. No document (s) which has/have not been uploaded shall be entertained for technical evaluation in the form of hard copy. However in case of any clarification the Dealers have to produce original documents in support of soft copies if need arises.**

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

6.6(a) **Dealers should note that if the documents uploaded/submitted on the basis of which the contract has been awarded are found forged/fake/not genuine at any time, the contract shall be cancelled and the Dealer/Dealer shall be recommended for blacklisting and debarred from taking part in tendering in University of Kashmir/Other Departments for a period of one year in the first instance, besides the performance security deposited for the said work shall be forfeited.**

7. The department will not be responsible for delay in online submission due to any reasons.
8. **For item rate method** the unit rates and prices shall be quoted by the Dealer entirely in Indian Rupees and the rates quoted shall be deemed to include price escalation and all taxes upto completion of the work. Deduction on account of taxes shall be made from the bills of the Dealer on gross amount of the bill as per the rates prevailing at the time of recovery.
- The %age rate method** requires the Dealer to quote a percentage above / below / at par at the bottom of the BOQ percentage template for the work. The percentage quoted by the Dealer shall be deemed to include price escalation and all taxes upto completion of the work. Deduction on account of taxes shall be made from the bills of the Dealer on gross amount of the bill as per the rates prevailing at the time of recovery.
10. 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.
11. **Price escalation and Taxes:** No price escalation shall be permissible. The deduction on account of taxes shall be made for the bills of the Dealer for the gross amount of the bill as per the rates prevailing at the time of recovery.
12. Dealers are advised to use "**My Documents**" area in their user on e-Tendering portal to store such documents as are required.
13. In case of CRF and any other specified project. The relevant guidelines standard bidding document shall be followed.
14. Instructions to Dealer (ITB)

14.1 All Dealers shall upload the following information and documents along with qualification criteria/qualification information with their bids:-

- a) All Dealers shall upload Copies of original documents defining constitution/ legal status, place of registration and principal place of Business with Cell No. and correspondence address.
- b. Authorized Dealers / Distributors of Air Conditioners (AC's) duly renewed/valid for the year 2022-23.
- c. All Dealers shall upload **e-challan and EMD as per NIT.**
- d. All Dealers shall upload Valid **GSTIN Registration & PAN Card.**
- e. **All Dealers shall upload Scanned copy of GSTIN registration and latest clearance certificate FORM GST-3B of the last quarter/preceding Month to the Issuance of NIT.**

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

14.3 Non attendance of pre-bid meeting will not be cause of disqualification of the Dealer.

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

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.

Penalty for delay in completion: - In case of delay in completion of work beyond stipulated period of completion, **penalty up to maximum of 10% of the contract shall be imposed.**

15.2 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 Dealer to be determined by the department.

15.3 Advance Payments:-No mobilization advance/equipment advance shall be paid.

15.4 Secured Advance:-No secured advance is admissible.

15.5 Schedule of Payment:-The payment schedule shall be fixed after award of contract in favour of

successful Dealer, **on the basis of availability of funds** and value of work executed, shall be determined by the Engineer.

15.6 Amendment of bidding document:-Before the deadline for submission of bids the employer may modify the bidding documents by issuing Addendum.

15.7(a) The tender receiving authority reserves the right to accept or reject any tender or all tenders without assigning any reason thereof.

15.7(b)The Employer reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Dealer or Dealers or any obligations to inform the affected Dealer or Dealers of the grounds for the

Employer's action.

16. Restoration of work:- On completion of contract the Dealer shall be responsible to remove all unused material and restore all work in its original position at his own cost.

17. Traffic regulations:-The Dealer 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.

18. 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.**

19. Defect Liability period:- The DLP shall be Calculated from date of certified completion of work and period shall be **06 months**. The defects noticed in the work during execution or D.L.P. shall be corrected by the Dealer within the length of time specified by the Engineer. If the Dealer 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 Dealer will pay this amount on correction of defects.

20. The date of start of work shall be reckoned within 07 (seven) days from the date of issuance of allotment/ Letter of intent.

21. In case the agency fails to execute the work, the performance security in the shape of CDR/FDR/BG and normal deposit shall be liable for forfeiture besides initiating other punitive actions against the defaulter without serving any notice.

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

22. The Earnest Money of the Successful shall be released after successful completion of DLP Failure on part of the Dealer to fulfill his obligations of maintenance schedules shall result in forfeiture of the deposits held for this purpose as well as the CDR/FDR/BG for this work.

23. Safety:- The Dealer shall be responsible for safety of all activities at site of work.

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

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

26. Termination:- The employer may terminate the contract if the Dealer causes a fundamental breach of the contract.

27. Fundamental breach of contract will include:-

- a) Continuous stoppage of Work for a period of 30 days without authorization of Engineer in- charge.
- b) Dealer is declared bankrupt.

- c) **Any evidence of involvement of Dealer in corrupt practices.**
- d) If the Dealer indulges in willful disregard of the quality control measures put in place by the department.
- e) Dealer 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 Dealer.**
- g) If in case Dealer failed to start /complete the work, within the stipulated time period, his Performance Security shall be forfeited after termination of the contract. Besides, the Dealer shall be debarred from taking part in tendering of works in R&B Department/other departments for a period of one year.

⌘ 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.

29. Specification/Quality Control:-

A) All items of works shall conform to specifications as per IRC/MORTH/ NBO/ CPWD/ SSRI Any other prescribed specifications.

B) All items should be approved by the concerned Department before use.

C) Certification of Material shall be submitted for reference and record.

30. Insurance:- Insurance cover to Labour / Machinery / Work / Plant material / Equipment by the Dealer shall be mandatory.

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

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

32. 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 Dealer in writing not later than fifteen days of happening of the event causing delay. The Dealer 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 Dealer) affecting any or the trades employed on the work, or Non availability of departmental stores.

- d) Any other cause which in the absolute discretion of the accepting authority is beyond the Dealer's desire.
- e) On Dealer'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.
- f) Extension of time shall be also admissible in the event of temporary suspension of work.

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

All other terms conditions are as per PWD Form 25 (Double agreement Form) and detailed NIT issued vide this office No. F(E.Tend)(UCD)/KU/18/23 DATED:02/05/23.

**Executive Engineer
University of Kashmir**

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DATED: 02/05/23