



SHRI MATA VAISHNO DEVI UNIVERSITY

P.O. KAKRYAL- 182 320,, KATRA (J&K)

TENDER FOR

- a) Supply, Installation, Testing & Commissioning of Fire Fighting System (WET/DRY)*
- b) Annual Maintenance Contract (AMC) for 5 Years of Fire Fighting System (WET/DRY) Of Basohli Boys Hostel Block C&D and connecting Dining Hall Block (G+4) at SMVDU University Campus, Katra.*

*TENDER DOCUMENT
May 2017*

NOTICE INVITING TENDER

Shri Mata Vaishno Devi University, established under the Act No. XII of 1999 of J&K Legislature, invites sealed item Rate Tenders affixed with revenue Stamp of Rs 6/- and accompanied with earnest money in the form of DD of the amount mentioned below pledged to the Registrar SMVDU from reputed and experienced approved & eligible contractors registered with the Registrar of the Companies of J&K State Government, CPWD, Railways or equivalent for the work to be executed as detailed below:

| S. No. | Description of work | Approx. Cost(in Lakhs) | Time of Completion | EMD | Class of contractor |
|--------|---|------------------------|--------------------|----------|---|
| 1 | a) <i>Supply, Installation, Testing & Commissioning of Fire Fighting System (WET/DRY)</i> b) <i>Annual Maintenance Contract (AMC) for 5 Years of Fire Fighting System (WET/DRY) Of Basohli boys Hostel Block C&D and connecting Dining Hall Block (G+4) at SMVDU University Campus, Katra.</i> | 30.90 Lakhs | 45 Days | 62,000/- | Class-A/specialized in similar type of work in the field of fire fighting system. |

TERMS AND CONDITIONS

1. The tenders complete in all respects should reach to the office of the Registrar, SMVDU, Katra by or before 30.05.2017 upto 3:00 P.M. IST. The tenders will be opened on the same day or any other subsequent day convenient to the undersigned in the presence of such tenderers as may like to be present on spot.

The Tender Documents containing detailed Terms & Conditions can be had from the office of the University Engineer Katra against a cash payment of Rs.1000/- (Rupees One Thousand only) (Non-transferable and non-refundable) on any working day and the same can also be down loaded at our website www.smvdu.net.in. Cost of Tender Documents in the shape of Demand Draft drawn at Katra must accompany the downloaded Tender Form.

Tenders complete in all respects must be sent to the undersigned through speed post/registered A.D. / reputed courier service or be put in the sealed Tender Box available in SMVDU Campus at Kakryal Katra.

2. Rate to be quoted by the contractor in figures & words in the BOQ enclosed.
3. The Earnest Money Deposit in the shape of DD drawn on a scheduled or nationalized bank in favour of Registrar, SMVD University must accompany with each tender, failing which the tender will be summarily rejected.
The Earnest Money will be returned to unsuccessful Tenderers after the issue of the Letter of Allotment of work order to the successful Tenderer. The Earnest Money will not bear any interest.
4. Income Tax Return for last 03 years shall be submitted along with tender documents.
5. Latest Sale Tax Clearance Certificate shall also be submitted.
6. Sealed Tenders in the prescribed Tender Form addressed to 'The Registrar, SMVD University Campus, P.O. Kakryal – 182 320, Katra (J&K), in a sealed envelope and super scribed with "Tender for each work is mentioned for a) Supply, Installation, Testing & Commissioning of Fire Fighting System (WET/DRY). b) Annual Maintenance Contract (AMC) for 5 Years of Fire Fighting System (WET/DRY).

Of Basohli boys Hostel Block C&d and connecting Dining Hall Block (G+4) at SMVDU University Campus, Katra shall be submitted in his office on or before 30/05/2017 Time 3:00 P.M. IST.

7. The tender shall be opened on 31.05.2017 at 3:00 P.M. IST in presence of such tenderer who may choose to be present at the time of opening.
8. Any further information required may be obtained from the office of the University Engineer, SMVD University Campus, P.O. Kakryal -182 320, Katra (J&K).
9. The telephone numbers of The University Engineer, SMVD University Campus, and P.O. Kakryal – 182 320, Katra (J&K), are given hereunder: -

Telephone No. (BSNL) : 01991- 285687 Ext. 2764 & 2760.

For and on behalf of
Shri Mata Vaishno Devi University

Registrar
SMVD University

Detailed Terms and Conditions

01) For and on behalf of Vice-Chancellor, Shri Mata Vaishno Devi University sealed item rate tenders are invited from the approved & eligible contractors registered with J&K State Government, CPWD, Railways or equivalent for the following work to be executed for: Supply, Installation, Testing, Successful Commissioning and 05 Years Annual Maintenance Contract (AMC) of Kakryal, Katra. Tentative Quantities of various items of work are given in Annexure –‘A’

02) The successful tenderer will be required to accept all the terms and conditions of the NIT and enter into an Agreement with the University within a period of 15 Days from the date of Award of the Contract.

03) Tenderers shall submit their offers in two parts in the following manner: –

ENVELOP NO. 1 (TECHNO-COMMERCIAL)

1. Attested copy of Contractor / Firm / Agency Registration Certificate duly renewed upto date.
2. Present address of the tenderer duly verified by the 1st Class Magistrate / Notary or a Gazetted Officer.
3. Attested copy of PAN Card and TIN No. issued by the concerned Department.
4. Documentary proof of having executed similar **works in Government / Semi-Government / Quasi-Government / Autonomous Bodies etc valuing not less than Rs.90.00 Lakh during the last three years (since 2014–15 till date). The Tenderer shall submit the relevant Letters of Award and Completion Certificates in this regard.**
5. EMD in shape of DD for Rs.60, 000/-.
6. Background of the tenderer namely full name, postal address, contact number, authority letter for signing the tender documents.

ENVELOP NO. 2

- a) This envelop shall contain **Price Bid** of the tenderer as per Annexure-‘A’.

ENVELOP NO. 3

Envelop No. 1 and Envelop No. 2 duly sealed shall then be put in Envelop No. 3 and sealed. It shall be super scribed as under:

Tender for:-

- a) Supply, Installation, Testing & Commissioning of Fire Fighting System (WET/DRY).
- b) Annual Maintenance Contract (AMC) for 5 Years of Fire Fighting System (WET/DRY)

Of Basohli boys Hostel Block C&d and connecting Dining Hall Block (G+4) at SMVDU University Campus, Katra and also contain the following information:

- c) Name and address of tenderer.
- d) Due date and time of opening.

04) The tenderer shall have to submit a Earnest Money Deposit for Rs.62,000/- (Rupees Sixty two thousand Only) in the shape of a Fixed Deposit Receipt / Call Deposit Receipt of any nationalized / scheduled bank pledged to the Chief Accounts Officer, Shri Mata Vaishno Devi University, Katra. The DD of the successful bidder shall be retained and eventually refunded / adjusted after the successful commissioning and handing over of the system with all required formalities/documents/drawings solely to the satisfaction of the Engineering Wing of SMVDU, Kakryal. EMD amounts lower than the prescribed amount shall not be accepted in any case.

05) Before offering the sealed tenders, the tenderers are advised to visit the site to acquaint themselves about the condition of site, its surroundings terrain, climate, availability of labour, power, water, communication facilities etc. Later on, no claim or any excuse shall be entertained on any account.

06) The rates quoted shall be F.O.R. providing and Fixing at work site – SMVDU, Kakryal, Katra inclusive of all taxes / charges/ Carriages and Lifts at all floor levels..

07) Nothing extra shall be paid on account of carriage of mechanical transport / head load including loading / unloading of any type of materials including clearance of the site.

08) The time of completion of the work in all respects shall be 45 days which shall be reckoned from the date of issue of allotment of work contract and for delay, **a penalty @ 0.5% (half percent) per week of unfinished work subject to a maximum of 5% of the cost of unfinished portion of the contract shall be levied at the discretion of the University Authorities.**

09) In case the successful tenderer fails to complete the work even after delaying the work beyond 45 days from the stipulated date of completion, his / her security deposit shall be forfeited and the balance work shall be executed at his / her risk and cost, apart from debarring the firm's participation in the bidding of any future project of University atleast for the next 03 years.

10) Tenderers shall enumerate the operational experience in similar environment along with the names, addresses of users installations and shall submit relevant Letter of Award and Completion Certificates in regard to the proof of having executed similar works valuing not less than Rs.90.00 lakh during the last three years (since 2014–15 till date).

11) Late, delayed, incomplete tenders and amendments and additions to the tender after opening will not be accepted.

12) The material quoted for should conform to highest Standards / Certificates.

13) The successful bidder shall have to execute the job under strict supervision and to the best satisfaction of Engineer Incharge.

14) No extra payment shall be made to the successful tenderer on account of escalation of material cost, transportation / labour charges during the period of contract.

15) The successful tenderer shall in respect of labour employed by him comply with all labour regulations in vogue.

16) The advertized quantities of individual items may increase or decrease upto 25% for which the successful tenderer shall have no claim and shall execute the extra quantities over the advertized quantities at the same rates. For the items executed lesser than the advertized quantities, the payment shall be made as per the actual quantity executed and verified at site by the Engineering Wing of University, Kakryal.

17) Successful tenderer shall have to execute the above work strictly as per the CPWD specifications prescribed for the items involved in the work. The Tenderer shall have to arrange inspection and obtained the necessary NOCs from the concerned departments at the time of handing over.

18) The Electricity and Water required shall be in the scope of the Tenderer. The Tenderer has to use the DG Set as per the Environment Laws of J&K for the construction purpose at site. In case Electricity/ Water required by the Tenderer on request basis, the same shall be Charged as per General rules and shall be deducted from the bills of the Contractors.

19) **Warranty / Defect Liability Period**

The tenderer shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of all the material, accessories etc. covered by the tender for a period of atleast 12 months from the date of successful commissioning and handing over the job to the satisfaction of the Engineering Wing of University, Kakryal. The tenderer shall be fully responsible for providing the free of cost repair / rectification / replacement of any part of the system during the warranty / defect liability period. However the cost of Gas / Powder for refilling (if not due to leakage) if requires shall be borne by the University.

20) **Prices**

Prices quoted must be firm and FOR work site at SMVDU, Kakryal, Katra and it should include all the components of Taxes, Local Levies (Entry Tax and Toll Tax Payable at Lakhapur), Prices for Transit Insurance, Freight, Labour Cess, Installation, etc. at destination site, Discount, if any, should be shown separately while quoting rates per unit.

WCT, Income Tax, Sales Tax, J&K GST, Service Tax or any Other Taxes chargeable at present rates shall be borne by the tenderer. However any variation in taxes during execution of work shall be borne by the University.

21) **Maintenance of Fire Fighting System**

- a) The tenderer shall specifically spell out the arrangements envisaged for carrying out the maintenance of the installed Fire Fighting System.
- b) The successful tenderer shall ensure proper functioning of the system as a whole during the Warranty / Defect Liability Period including the Annual Maintenance Contract period of five years, which shall begin after the completion of Warranty / Defect Liability Period of at least 12 Months. All preventive / routine maintenance and breakdown/ corrective maintenance required for ensuring maximum uptime shall have to be provided by the successful tenderer. During the Annual Maintenance Contract period, all service and labour cost related to repair / rectification / replacement of any part / component of the system shall be responsibility of the tenderer, however, the cost of spare parts, Gas / Powder for refilling, if requires shall be borne by the University.
- c) The preventive / routine maintenance (including live demonstration to our staff) shall be undertaken by the successful tenderer at least once in every month during the Warranty / Defect Liability Period and Annual Maintenance Contract period. The maintenance record shall be properly maintained and submitted from time to time to the University Engineer, SMVDU, Kakryal. In case, the routine visit is not conducted as per the mandated schedule, suitable penalty shall be imposed by the University for each such deviation and the amount in respect thereof shall be debited to the tenderer from their Warranty/Defect Liability Period amount / Annual Maintenance Contract amount.
- d) During the period of Warranty / Defect Liability Period and Annual Maintenance Contract, in respect of any breakdown / corrective maintenance, whenever a complaint is lodged by the University, the successful tenderer shall attend to the same within a period of 48 hours and in case of failure to attend the breakdown within a period not exceeding 05 days from the date of lodging of complaint, a penalty of Rs.1000/- per day shall be imposed by the University during the non-compliance period, which shall have to be paid by the firm, failing which it shall be recovered from the Warranty / Defect Liability Period amount and Annual Maintenance Contract amount of the tenderer.
- e) If the system is found damaged / defective due to non-maintenance, the cost for correcting the breakdown system will be deducted from the payment due to the firm / retention amount / Defect Liability Period amount / Annual Maintenance Contract amount.

22) **Earnest Money**

- a) Tenders shall be accompanied with earnest money amounting to Rs.60,000/- in the form of DD pledged to the Registrar, Shri Mata Vaishno Devi University, Katra.
- b) The EMD deposit will be released within one month from the date of successful commissioning and handing over the system along with all required formalities / documents / drawings to the satisfaction of the Engineering Wing of SMVDU, Kakryal.

23) **Validity of the offer**

The offer should be valid for a period of 60 days from the specified date of opening of the tenders.

24) **Terms of Payment**

The payment shall be released on the certification of University Engineer, SMVDU, Kakryal in the following manners:

1. Upto 90% shall be released after testing, successful commissioning and handing over the system along with all required documents / formalities / drawings to the satisfaction of the Engineering Wing of University, Kakryal and
2. The balance 10% shall be retained and released only after the completion of Warranty / Defect Liability Period of atleast 12 Months.
3. The Annual Maintenance Contract charges in terms of percentage of the Work Contract for 05 years maintenance (AMC) period, shall be quoted separately by the tenderer as per given price bid format. The payment under AMC period shall be released on quarterly basis (at the end of each quarter) only after a satisfactory performance report/certificate in this regard from the Engineering Wing of SMVDU, Kakryal. In case of failure to provide satisfactory AMC services, the University reserves the right to cancel the Annual Maintenance Contract of the tenderer without any notice in this regard.

25) **Jurisdiction**

All questions, disputes, or difference arising under and out of, in connection with the contract, if concluded, shall be subject to the jurisdiction of Courts at Reasi / Katra / Jammu (J&K).

26) **Terms & Conditions of Tendering Firms**

Printed terms and conditions of the tenderers will not be considered as forming part of their tenders. In this tender the competent authority of University shall not be bound to give reasons for his refusal to consider the tender with such deviations. No deviation to the Terms & Conditions of this NIT shall be acceptable. Tenders with deviation shall be liable for rejection at the discretion of authority of University.

27) **Signing of the Tender**

Individual signing the tender or other documents in connection with the contract must be a duly authorized attorney, a copy whereof shall be enclosed with the tender.

28) **Delivery of Tender**

Bids are to be submitted in two parts separately.

Part – A: Technical Bid and

Part – B: Price Bid.

The tender in a sealed cover superscribing in the manner prescribed in condition No. 03 may be sent to: –

**The Registrar,
Shri Mata Vaishno Devi University,
Katra, (J&K) India**

Phone: 01991-285535, 285634, Fax: 01991-285573 Tele-Fax: 0191-2470067

29) **Latest Hour for Receipt of Tender**

- a) The tender must reach the office of the Registrar, Shri Mata Vaishno Devi University, Katra not later than the specified date and time as stipulated in the NIT.
- b) The technical bid of the tender will be opened at the date and time specified in the NIT and price bid shall be opened subsequently after evaluation of the technical bid.
- c) The tenderers or their authorized representatives are at liberty to be present at the time of opening of the tender.

30) The Shri Mata Vaishno Devi University reserves the right to reject or accept any tender without assigning any reason what so ever and also reserves the right to re-tender at its sole discretion.

31) **Right of Acceptance**

The competent authority of University does not bind itself / himself to accept the lowest or any tender in full and reserves the right of accepting the whole or any part of the tender or portion of the quantity offered and the bidder shall provide / supply the same at the quoted rate.

32) **Indemnity and Insurance**

The successful tenderer shall keep indemnified Shri Mata Vaishno Devi University against all the losses, claims, injuries or damages to any persons or property which may arise out of or in consequences of this contract at his/her own cost.

33) **Termination of Contract**

Foreclosure in full or in part due to abandonment or reduction in scope of work:

- i) If the work is not completed even after six weeks after due date of completion, the contract shall be terminated and fresh tenders invited at the risk and cost of the contractor to an extent of 20% cost of the unfinished works. The liquidated damages and penalty imposed shall be adjusted against this amount and balance if any, shall be recovered from other dues (work done or deposit) of the contractor.
- ii) If at any time after acceptance of the tender University decides, to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer shall give notice in writing to that effect to the contractor and the contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full, but which he did not derive in consequence of the foreclosure of the whole or part of the works.

- iii) The contractor shall be paid at contract rates full amounts for works executed at site and in addition a reasonable amount as certified by the University Engineer for the items hereunder mentioned which could not be utilized on the work to the full extent because of the foreclosure.
- iv) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarter and site office storage accommodation and water storage tanks.
- v) The University shall have the option to take over contractor's materials or any part thereof either brought to site provided the material conforms to specified standards or meant to be used for the work allotted.
- vi) For materials taken over or to be taken over by the University, the cost to be paid shall take into account purchase price, cost of transportation.
- vii) For materials not retained by the University, no compensation on this account will be paid any such material will be lifted by the contractor at his cost and site cleaned neatly.

34) Cancellation of the Contract in Full or in Part

- a. If the contractor: -
 - i. at any time makes default in proceeding with the works with due diligence and continues to do so even 15 days after a notice in writing from the Engineer; or
 - ii. Commits defaults in complying with any of the terms and conditions of the contract and does not remedy it within 15 days after a notice in writing is given to him in that behalf by the Engineer; or
 - iii. fails to complete the works or any part of the work on or before the date of completion and does not complete them within the period specified in notice give in writing in that behalf by the Engineer; or
 - iv. has obtained a contract with the University as a result of ring tendering or other non-bonafide methods of competitive tendering; or
 - v. The University shall cancel the contract by a written notice to the contractor and the contractor shall have no claim on any sort on this account.
- b. The University shall on such cancellation have powers to:
 - i. Take possession of the site and any materials, constructional plants, implements, stores, etc. thereon, and make out a list of such material in presence of the representative of the contractor who shall have to be present on one day notice and in case of non compliance of the notice measurements taken by the University representative, shall be considered as final and contractor will have no claim of any sort regarding this..
 - ii. Carry out the incomplete work by any means at the risks and cost of the contractor.
 - iii. On cancellation of the contract in full or in part, the Engineer shall determine what amount, if any, is recoverable from the contractor for completion of the works or in case the works or part of the works not to be completed, the loss or damage suffered by University. In determining this amount, credit shall be given to the contractor for the value of the work executed by him up to the time of cancellation, the value of the contractor's materials taken over and incorporated in the work, and use of machinery belonging to the contractor.

- iv. Any excess expenditure incurred or to be incurred by the University in completing the works or part of the works or the excess loss or damage suffered or may be suffered by the University as aforesaid after allowing such credit shall be recovered from any amount due to the contractor on any account, and if such amount is not sufficient, the contractor shall be called upon in writing to pay the same, within 30 days of the notice given to that effect by the 'Engineer'.
- v. If the contractor shall fail to pay the required sum within the aforesaid period of 30 days, the University shall have the right to sell any or all of the contractor's unused materials, constructional plant, implements, temporary buildings; etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the contractor under the contract and in accordance with the provisions thereof.
- vi. Any sums in excess of the amounts due to the University and unsold materials constructional plant, etc. shall be returned to the contractor, provided always that if cost or anticipated cost of completion by the University, of the works is less than the amount which the contractor would have been paid had he completed the works, such benefit shall not accrue to the contractor.

35) **Force Majure** If during the currency of contract, there is any outbreak of war, which whether financially or otherwise affect the execution of the contract, the tenderer unless contract is terminated under provision of this clause shall make his / her best efforts to complete the contract. However after outbreak of such war, Shri Mata Vaishno Devi University shall be entitled to terminate the contract at any time by giving notice in writing. Force Majure is hereby defined as a clause which is beyond the control of SMVDU / Tenderer and which consequently affects the performance of the contract.

36) **Arbitration** Any dispute or difference what so ever arising between the parties relating to the work shall be submitted for arbitration to an arbitrator to be nominated by Vice Chancellor, Shri Mata Vaishno Devi University, Katra. The venue of the Arbitration shall be at Jammu.

Sig. of Tenderer