

**SHRI MATA VAISHNO DEVI UNIVERSITY (SMVDU) CAMPUS KAKRYAL
NEAR KATRA, JAMMU (J&K)**

NOTICE INVITING TENDER

Shri Mata Vaishno Devi University, established under the Act No. XII of 1999 by the J&K Legislature, invites sealed item rate Tenders in a two bid format from reputed Plant holder: -

S.No	Description of work	Approx. Cost (in Lakh)	E. M .D (in Lakh)	Stipulated Time of Completion	Eligibility Criteria
1.	<p>Providing and laying of 25mm semi-dense bituminous concrete on existing roads in SMVDU campus Kakryal Katra.</p> <ul style="list-style-type: none"> • Approaches to gate no. I to Domail side & Panthal Side. • Helipad approach road and Limb road from Gate No. I to Gate No.II and other side internal road & parking area. • Approaches road to Nilgiri Hostel. • Residential area from entrance Gate towards residential, Level-I, II, III, IV & Level-V internal roads. 	167.87	3.50	25 days	<p>Firms/Agencies having their own hot mix plant shall be considered.</p>

The tender document is to be downloaded from University website www.smvdu.net.in in which case the cost of tender in the form of DD shall have to be enclosed along with the tender. Amounting to Rs 2000/- (Two thousand only). (non-refundable / non-transferable) drawn on any Scheduled/Nationalized bank in favour of 'The Registrar SMVD University payable at Kakryal Katra.

The sealed tender shall be submitted up to **1500 hrs.** By or before **10-03-2017** in the office of the Registrar, SMVDU, Katra J&K. The tender shall be opened on the same day at 1500 Hrs or any other convenient day as may be decided by the "Tender opening committee".

Detailed Terms and Conditions

- 01) For and on behalf of Shri Mata Vaishno Devi University sealed item rate tenders are hereby invited in **Two Bid Format** – **Technical and Price bid** from eligible firms for following works:–
- i) Providing and laying of 25 mm semi-dense bituminous concrete. The tentative Bill of Quantity of various items of work is given at 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 10 days from the date of award of the contract.
- 03) The tenderer shall submit his / her offer in two parts i.e. Part–1 containing **Technical bid in Schedule–A** and Part–2 containing **Price bid in Schedule–B** separately in English and for each work separately.
- a. Part–1 shall contain the Technical bid indicating all relevant details, with supporting documents, Earnest Money Deposit for the prescribed amount, the background of the firm/organization/individual and shall be sealed in the **Envelop No. 1**.
- b. Part–2 shall contain the Price bid sealed in the **Envelop No.2**. Both the covers sealed independently shall then be sealed together in the **Envelop No.3** for the work. The same must be properly sealed and subscribed as mentioned in the **Clause No.1**.

ENVELOP NO. 1 Superscribed as Technical Bid for the work namely – “Providing and Laying of SDBC at SMVDU University, Campus Kakryal by way of 25 mm semi-dense Bituminous concrete”

The following shall be eligibility conditions for the tenderers:

- i) Attested copy of Contractor’s Registration Certificate duly renewed upto date.
- ii) Present address of the tenderer duly verified by the 1st class Magistrate / Notary or a Gazetted Officer/Self Attested.
- iii) Attested copy of PAN Card issued by the Income Tax Department.
- iv) Attested copy of J & K Service tax registration document (Tin No.)
- v) Documentary proof of having executed similar nature of works valuing in total not less than Rs.150.00 Lakh during the last three years (2013-14, 2014-15, 2015–16) in Govt./Semi Govt. Departments. The Tenderer shall submit the relevant Letters of Award and Completion Certificates in this regard.
- vi) Background of the tenderer namely full name, postal address, contact number, authority letter for signing the tender documents.
- vii) EMD in the form of Demand Draft as shown against each work.

ENVELOP NO. 2 superscribed as Price Bid:

- a) This envelop shall contain **Price Bid** in Schedule “B”.

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 superscribed as under:

Tender for Providing and Laying of SDBC At SMVDU Campus Kakryal by way 25 mm semi-dense Bituminous concrete.

It shall also contain the following information:

- a) Name and address of tenderer.
 - b) Due date and time of opening.
- 04) The tenderer shall deposit an amount as indicated in the tender notice as Earnest Money **separately** in the shape of Demand Draft of any nationalized / scheduled bank pledged to Registrar, Shri Mata Vaishno Devi University, Katra without which no tender shall be considered. There shall be no relaxation/ concession to any Unit/ Agency whatsoever with regard to the submission of EMD.
- 05) The amount of Earnest Money of the successful bidder shall be retained and eventually refunded / adjusted after the end of the satisfactory completion of the contract including defect liability period of 3 year and the same shall be released only after duly verified/ certified by the Engineer In-charge, SMVDU and handing over of the executed work to the client (SMVDU). The amount of Earnest Money in respect of un-successful tenderers shall be released immediately after issuance of Letter of Award to the successful tenderer.
- 06) The Price Bids of the eligible tenderer only shall be opened after evaluations of Technical bids and the date for opening of Price bids shall be communicated to such eligible tenderers only.
- 07) The tenderers / bidders 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. before submission of tenders. Later on no claim or any excuse shall be entertained on any account.
- 08) 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.
- 09) The time of completion of the work in all respects indicated in the tender notice reckoned from 7th day from the date of issue of letter of award and for delay, a penalty @ 0.5% (half percent) per week of unfinished work subject to the maximum of 5% of the cost of unfinished portion of the contract shall be levied at the discretion of SMVDU.
- 10) In case the successful tenderer fails to complete the work even after delaying the work beyond one month from the stipulated date of completion his / her EMD shall be forfeited, and balance work shall be executed at his / her risk and cost.
- 11) Late, delayed, incomplete tenders and amendments and additions to the tender after opening will not be accepted. Conditional Tenders shall not be accepted.

- 12) The material should conform to I.S specification as per Bill of Quantity.
- 13) The successful bidder shall have to execute the job under strict supervision and to the best satisfaction of Engineer Incharge, SMVDU.
- 14) No extra payment shall be made to the successful tenderer on account of escalation of material cost, transportation / labour charges, tax etc. 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 20% for which the successful tenderer shall execute the extra quantities over the advertized quantities at the same rates. For the items executed lesser than the advertized quantities, actual payment of work executed at site shall be made.
- 17) Successful tenderer shall have to execute the above work strictly as per the terms & conditions at the Contract / PWD specifications prescribed for the items involved in the work.
- 18) **Warranty / Defect Liability Period**
The tenderer shall be fully responsible for the manufacturer's warranty / Defect Liability Period in respect of complete work, quality and workmanship of all the material, accessories etc. covered by the tender for a period of 36 months from the date of satisfactory completion of the job.
- 19) **Rates**
 - i) Rates quoted must be firm and FOR work site and it should include all the components of taxes, local levies (entry tax and toll tax), prices for transit insurance, freight, installation, etc. at destination site. Discount, if any, should be shown separately while quoting rates per unit. Sales Tax, J&K GST, Service Tax or any other tax during the period of execution shall be borne by the tenderer.
 - ii) In event no rate has been quoted for any item(s), leaving space both the figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.
- 20) **Validity of the offer**
The offer should be valid for a period of 90 days from the specified date of opening of the tenders.
- 21) **Terms of Payment**
With a view to ensure expeditious completion of the work, the contractor shall be allowed part payments as under:

- i) Part Payments shall be made against running A/c bills for completed items of work after joint measurement of the work done (to be carried out by the contractor and the Engineer In-charge, SMVDU).
- ii) Final payment shall be released after successful completion of the work in all respects and to the entire satisfaction of the Engineer In-charge, SMVDU and its due handing over to the client (SMVDU).
- iii) Security Deposit @10% shall be deducted from each running account bill and the same shall be released after expiry of the defect liability period of 36 months from the date of completion of work.
- iv) No payment shall be made to the executing agency without the receipt of affirmative test report from PWD Material Test Laboratory.

22) **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 Jammu District (J&K), India.

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

Printed terms and conditions of the tenderers will not be considered as forming part of their tenders. In case terms and conditions of the contract applicable to this invitation to tender are not acceptable to any bidder, he should clearly specify deviations. 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.

24) **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.

25) **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,

Kakryal, Katra (J&K) India

Ph.: +91-1991-285535, 285634, Fax: +91-1991-285573

26) **Last date 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.
- 27) 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.
- 28) **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.
- 29) **INDEMNITY AND INSURANCE**
The successful tenderer shall keep indentified 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.
- 30) **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.
- 31) **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 University, Katra. The venue of the Arbitration shall be at SMVDU Campus.

Registrar

Sig. of Tenderer

