



**Shri Mata Vaishno Devi University, Kakryal,
Katra**

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NOTICE INVITING E-TENDER
E-NIT 43 of 2023 dated: 23.12.2023

Shri Mata Vaishno Devi University referred here after as SMVDU invites tender by e-tendering mode on **percentage basis** tenders from experienced and eligible Contractors for the work “**Repair and maintenance (Civil work) of Shivalik Girls Hostel (Block A & B) and Vaishnavi Girls Hostel at SMVDU, Kakryal Katra**” through open tender under single-bid system on behalf of SMVDU, Kakryal, Katra..

Tender document can be viewed and downloaded from J&K E-tender portal <http://jktenders.gov.in>. The bids are to be submitted online at <http://jktenders.gov.in> up to the stipulated last date and time of submission of bids mentioned in the table below. **Sale of hard copy of the tender document is not applicable.**

SECTION 1

Details of Tender

(a) The brief details of the tender are as under

<u>S.No.</u>	<u>Description</u>	<u>E-NIT details</u>
<u>1</u>	<u>University Name</u>	Shri Mata Vaishno Devi University
<u>2</u>	<u>Name of Department</u>	Engineering wing
<u>3</u>	<u>Tender No.</u>	SMVDU/Engg/Tenders/23/43 Dated 23-12-2023
<u>4</u>	<u>Tender Subject</u>	Repair and maintenance (Civil work) of Shivalik Girls Hostel (Block A & B) and Vaishnavi Girls Hostel at SMVDU, Kakryal Katra
<u>5</u>	<u>Tender Type</u>	Open E-tender system
<u>6</u>	<u>Earnest Money Deposit</u>	EMD of Rs. 5000/- to be deposited online in the University Bank A/c No. SB-0477040520000029 , IFSC JAKA0SMVDUN of J&K Bank Ltd. in favour of “SMVDU Retention Money” (Proof of remittance is to be uploaded.
<u>7</u>	<u>Tender fee (non-refundable)</u>	•Rs. 600/- (Rupees Six hundred only) be deposited online in the University A/c no. 0477040100000023 , IFSC Code JAKA0SMVDUN in favour of “Registrar, SMVDU” (Proof of remittance to be uploaded)

		<ul style="list-style-type: none"> • <u>In retender case: In case of bid not opened,</u> tender cost deposited for the same work shall be considered also.
<u>8</u>	<u>Availability of tender document</u>	Tender document can be viewed and downloaded from JKUT e-tendering portal http://jktenders.gov.in
<u>9</u>	<u>Contract period</u>	Three Months
<u>10</u>	<u>Validity of Bids</u>	120 days from the last date of submission.
<u>11</u>	<u>Tender inviting authority</u>	Executive Engineer, SMVDU, Kakryal, Katra, Distt. Reasi -182320 Email – rajinder.gupta@smvdu.ac.in
<u>12</u>	<u>Contact Details</u>	01991-285524 (Ext. 2765)

(b) The critical dates of the tender are as under:

<u>S.No.</u>	<u>Particulars</u>	<u>Date & Time</u>
<u>1</u>	<u>Publish date and time</u>	<u>23-12-2023</u> <u>1500 hrs</u>
<u>2</u>	<u>Document Download Start Date & time</u>	<u>23-12-2023</u> <u>1500 hrs onwards</u>
<u>3</u>	<u>Document Download End Date & time</u>	<u>08-01-2024</u> <u>1500 hrs</u>
<u>4</u>	<u>Online Bid submission Start Date & Time</u>	<u>23-12-2023</u> <u>1500 hrs onwards</u>
<u>5</u>	<u>Online Bid submission End Date</u>	<u>08-01-2024</u> <u>1500 hrs</u>
<u>6</u>	<u>Bid Opening Date & Time</u>	<u>10-01-2024</u> <u>1500 hrs</u>

Executive Engineer
SMVD University

NOTICE INVITING TENDER

E-NIT No: SMVDU/Engg/Tenders/23/43

Dated: 23-12-2023

E-tenders under single-bid system are invited on behalf of Shri Mata Vaishno Devi University, Kakryal, Katra (J&K) on **percentage basis** from the approved and eligible contractors registered with Union Territory of J&K, CPWD, Railways and other State / Central Governments for the following work:-

:-

S.No	Name of the work	Estimated cost of the work (In Lakh)	Earnest Money @ 2% (In Rs.)	Cost of tender Document (In Rs.)	Time allowed for completion of work	Date & Time for opening of tender	Class of Contractor
1	2	3	4	5	6	7	8
1.	Repair and maintenance (Civil work) of Shivalik Girls Hostel (Block A & B) and Vaishnavi Girls Hostel at SMVDU, Kakryal Katra	2.4991	5000/-	600/-	3 months	10-01-2023	A/B/C/D

Relevant Information:-

Position of A.A: **Accorded**
Technical Sanction: **Accorded**
Position of Funds: **Available**
Site of work **Available**

1. Date of Publishing 23-12-2023 (1500 hours).

2. The Bidding documents can be downloaded from the website www.jktenders.gov.in from 23-12-2023 (1500 hours) to 08-01-2024 (1500 hours).

i. The Bids shall be submitted in Electronic Format only through the website www.jktenders.gov.in from 23-12-2023(1500 hours) to 08-01-2024 upto 1500 hours.

ii Technical Bids of bidders shall be opened online on 10-01-2024 at 1500 hours.

3. Bid documents are available which can be downloaded from the website www.jktenders.gov.in Bid documents contain qualifying criteria for bidder, bill of quantities, conditions and other details.

4. Bids must be accompanied by EMD and proof of remittance of cost of tender document in f/o the **Registrar SMVDU** as specified in column 4 & 5 of the Table.

- *Financial Bids will be opened after opening of technical bid on any convenient date and time. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day.*

5. The bid for the work shall remain open for acceptance for a period of 120 days from the date of opening of the bids.

6. No Engineer of Gazetted Rank or other Gazetted Officer employed in Engineering and Administrative duties in an Engineering Department of State Government/ SMVD University is

allowed to work as a contractor for a period of two years after his retirement from Institutions, without permission of the Competent Authority.

7. In case the work is not started within the prescribed time, the work shall automatically be treated as cancelled and no correspondence shall be made for the same and EMD will be forfeited without any notice.
8. Instructions to bidders regarding e-tendering process.
 - i. The interested bidder can download the NIT/bidding document from the website www.jktenders.gov.in.
 - ii. To participate in bidding process, bidders have to get (DSC) "Digital Signature Certificate" as per Information Technology Act-2000, to participate in online bidding. This Certificate is required to sign the bid digitally. Bidders can get the above mentioned digital certificate from any of the approved vendors. The bidders, who already possess valid Digital Signature Certificate (DSC) need not to procure new Digital Signature Certificate.
 - iii. The bidders have to submit their bids online in electronic format with Digital Signature. The bids cannot be uploaded without Digital Signature. No Proposal shall be accepted in physical form.
 - iv. Bids shall be opened online as per schedule mentioned in Part 2 (ii).
 - v. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with the bid.
 - vi. The Department will not be responsible for any delay in online submission of bids whatsoever reasons may be.
 - vii. All the required information for the bid must be filled carefully.
 - viii. Bidders should get ready with the scanned copies of cost of documents & EMD as specified in the tender documents. The detail of cost of documents and EMD as specified in the tender documents should be the same, as submitted online (scanned copies) otherwise bid will not be accepted.
 - ix. Proof of EMD /Tender Fee along with the Technical Bid has to be uploaded online on the e-tendering portal <http://jktenders.gov.in>
9. The bidder / contractor shall have to deposit EMD @ 2% in the University Bank A/c No. SB-0477040520000029, IFSC JAKA0SMVDUN of J&K Bank Ltd. in favour of "Registrar SMVDU, which shall be released after successful completion of defect liability period i.e. 01 year.
10. The successful bidder / contractor shall have to deposit performance security in any of the required forms (CDR/FDR/BG) for an amount equivalent to 3% of the contract price before award of contract, **pledged to Registrar, Shri Mata Vaishno Devi University**. The performance security shall be released after successful completion of defect liability period i.e. 01 year.
11. There is no need of furnishing of hard copies of bids after submission of e-tender. The same should be obtained only from the bidder who is declared as L1 after the opening of financial bid as per the instructions of Finance Department vide O.M. No. A/24(2017)-651 Dated 07-06-2018.
12. In case of tie, allotment of bids shall be decided in transparent manner as decided by the Competent Authority.
13. The guidelines for submission of online bid can be downloaded from the website www.jktenders.gov.in.

A. GENERAL INSTRUCTIONS FOR THE BIDDER

1. Qualification of the bidder

In order to qualify, all bidders shall upload the self-attested copies of following documents:-

- a) Self attested photo copy of registration card duly renewed for the current financial year 2023-24.
- b) Self attested photo copy of PAN Card.
- c) Self attested photocopy of GSTIN Registration with GST return of preceding month.
- d) Proof of deposition of Earned Money Deposit (uploading of receipt).
- e) Tender cost (Receipt mentioned the name of the work for which tender fee was deposited) (uploading of receipt).
- f) Affidavit with nomenclature of work for correct information duly signed by the contractor/agency (As per Annexure-A).

2. Disqualification of the bidder(s), even though the bidder(s) meet (s) the above qualifying criteria, if they have:

- i) Made misleading or false information in the forms, statements, affidavits duly attested by magistrate and proof of the qualification requirements; and/or
- ii) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

3. Site Visit

The Bidder, at his own cost, responsibility and risk is encouraged to visit, examine and familiarize himself with the site of work(s) and its surroundings including source of building and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the work(s). The site visit shall be at the bidder's own expenses. The bidder(s) may contact the Executive Engineer/Incharge of the work for any guidance relating to site visit.

B. BIDDING DOCUMENTS

(i). *Content of bidding Documents*

The set of bidding documents shall be:-

- (i) Notice Inviting Tender.
- (ii) Bill of Quantities.

(ii) . *Amendment of Bidding Documents*

Before the deadline for submission of bid the Employer may modify the bidding documents by issuing addendum.

To give prospective bidders a reasonable time to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids.

(iii). *Preparing of Bids*

Language of the Bid is English only.

C. DOCUMENTS COMPRISING THE BID

The bid submitted by the Bidder(s) in electronic format shall be in two separate parts:-

PART I- The first part shall be named as Technical Bid which shall comprise of scanned copies of following documents:-

- a) Self attested photo copy of registration card duly renewed for the current financial year 2023-24.
- b) Self attested photo copy of PAN Card.
- c) Self attested photocopy of GSTIN Registration with GST return of preceding month.
- d) Proof of deposition of Earned Money Deposit (uploading of receipt).
- e) Tender cost (Receipt mentioned the name of the work for which tender fee was deposited) (uploading of receipt).
- f) Affidavit with nomenclature of work for correct information duly signed by the contractor/agency (As per Annexure-A).
- g) Copy of verification certificate from card issuing authority for the registration card issued from Kashmir Division also to be uploaded.

PART II- The second part shall be named as (BOQ) Financial Bid and will be a part of the bid.:

D. BID PRICES

- (i) All duties taxes, royalties and other levies payable by the contractor under the contract, or for any other cause shall be included in the rates, prices and total bid price submitted by the Bidder.
- (ii) The rates and prices quoted by the Bidder shall be fixed for the duration of the contract.

General Conditions:-

1. The tender opening committee reserves the right to reject any/ all the tenders without assigning any reason thereof.
2. In case of Firm/Contractor fails to start the work within the stipulated time, a registered notice or notices sent through special messenger to the Firm/Contractor for non start of the work that amounts to breach of the contract and will be sufficient to windup or cancel his contract.
3. The Department may execute the work left by the contractor at his risk and cost. Any additional amount involved for execution of work shall be recovered from the contractor's dues lying with the University.
4. The contractor shall be personally liable for civil and criminal prosecution under law, if specification of the work/materials used is found in contravention to the specifications prescribed during execution of work and even after completion and finalization of contract i.e. at any stage.
5. In case of delay in execution of work, a penalty up to 10% of the value of the work shall be imposed @ ½ % per week or part there of and the same shall be recovered from the contractor from any money due or which becomes due to him from the University.

6. The defective work will be rejected and got done through some other agency at the risk and cost of the contractor, in case the contractor fails to rectify the defects during the currency of the contract and defect liability period.
7. 10% deposit shall be deducted from each running bill. First 50% amount shall be released after the successful completion of the work and remaining 50% shall be released after the successful completion of defect liability period of **12 months**.
8. The EMD of the successful bidder will be released only after the successful completion of the defect liability period of the work.
9. The contractor is required to complete the work in a time bound manner and within stipulated period of time of completion as advertised in the e-NIT and in no case an extension in time period for completion of work shall be granted beyond the time period specified.
10. The bidder (s) are requested to go through the e-NIT thoroughly prior to submission of the bid.

11. Material:-

- a) Engineer Incharge shall approve the sample. The contractor will submit samples before supplying at site. The decision of Engineer Incharge shall be final and binding on the contractor.
12. The work will have to be executed strictly in accordance with the Engineering wing of SMVDU.
13. The contractor shall enter into a contract agreement with the SMVDU within 07 days from the date of letter of award. The cost of stamp paper, duty registration shall be borne by the Contractor.
14. All the materials shall be approved by the Executive Engineer whose decision shall be final and binding on the contractor.
15. The water/electricity required for the work shall have to be arranged by the contractor at his own in sufficient quantity. The water should be free from all dust, rubbish, mud etc. and unwanted salts also. In case the contractor uses **Water/Electricity** from the University sources, extra payment as per bill produced by the University on account of **Water/Electricity** charges shall be deducted from the running bills of the contractor. In case the contractor manages water/electricity required for the work at its own level and the Engineer-in-charge certifies it, then no deduction shall be made from the claims of the contractor.
16. In case of any typographical error/omission is found in the rate list or tendered documents in respect of any item of the work, the nomenclature/rates/unit of applicable JKSSR2022 shall be applicable. In case, any ambiguity is observed in scheduled BOQ items, nomenclature, unit and rates of relevant JKSSR item will hold good.
17. No escalation shall be paid during the contract period for completion of the work on the quoted rates.

18. The GST, Construction Workers Welfare Cess and other taxes leviable shall be recovered on the Govt. prescribed rates from time to time till completion of the project.
19. The firms/ contractors registered with the GST shall only be eligible to the cast the tender for the work.
20. In case of last date having declared as Gazetted Holiday, the next working day shall be considered as last date for receipt of tender.
21. The contractor will abide by all labour laws and will be personally responsible for any accident/casualty caused during the period of execution and completion of work.
22. The quantities advertised in the rate list are approximate and based on tentative estimate, which can be increased or decreased by 25% as per necessity at site.
23. Items not covered in the advertised rate list but found necessary during execution of work at the site, the same shall be paid on the basis of J&K SSR, 2022 with appreciation/depreciation on the basis of rates quoted by the contractor and if not covered in the advertised rate list/J&K SSR, 2022 the same shall be paid on the basis of analysis of rates duly prepared/verified by the concerned Engineer-in-charge on the rates prevalent in the market with 15% contractor's profit.
24. J&K SSR 2022 allow carriages, lead & lift for building materials from the source of supply to the site of work but in this contract nothing extra shall be paid on account of lead, lift & carriages etc. The Contractors/firms are therefore required to visit the site of work and quote their rates accordingly.
25. The successful bidder L1 shall have to deposit an additional performance security in the shape of CDR/FDR/BG before award of contract in case the bid of the successful bidder is found to be unbalanced and the following scale shall apply there to:-

S.No.	Percentage of unbalanced bid viz-a-viz Adv.cost	Additional performance security to be deposited on quoted bid by L1
1	Upto and including 15% below	Nil
2	>15%upto and including 20% below	5%
3	>20%upto and including 25% below	10%
4	>25% upto and including 30% below	15%
5	>30% below	20%

The additional performance security shall be released only after successful completion of work.

26. In case the lowest bidder quotes higher rates than the estimated rates against any item mentioned in the BOQ, shall be paid at the estimated rates temporarily and the balance payment of these items (i.e. Quoted rates minus Estimated rates) shall be released after successful completion of the contract i.e. after executing all the items of work for which the lowest bidder quotes lower rates.

27. Nothing extra on account of scaffolding/formwork/bamboo stair-cases shall be paid.
28. Any item, if not found necessary at site during execution of work although advertised can be deleted and no claim whatsoever shall be entertained on this account.
29. The contractor shall have no claim whatsoever for compensation or idle charges against SMVDU on any ground or for any reason.
30. All tests of building material shall be got done by the contractor from any Govt. approved material testing laboratory as per the instructions of the Engineer-in-charge and cost of the same including transportation charges be borne by the contractor.
31. The construction materials of the approved brands shall be used by the contractor for the construction of the work.
32. All terms and conditions of NIT/Agreement/Special conditions as laid down in the enclosed BOQ / Rate List shall also part of the contract/agreement.
33. The watch and ward of all materials/machinery shall be the responsibility of contractor/executing agency.
34. Any repair, if required, to be got executed for defective work shall be done by the contractor at his cost during defect liability period i.e. **12 months** after satisfactory completion of work.
35. **Refund of EMD:** - The EMD of successful bidder will be refunded after the expiry of the defect liability period (**12 months**) after satisfactory completion of work. The EMD of unsuccessful bidders will be released after selection of successful bidder.
36. **Time Extension:** - Suitable Time extension shall be granted in case of increase in scope of work and in the event of delay beyond the control of contractor to be determined by the department.
37. **Restoration of work:-** On completion of contract, the contractor shall be responsible to remove all unused material, clearing of site and restore all work in its original condition at his own cost.
38. **Submission of final Bill:-** The Final Bill will be submitted by the contractor within 30 days from the date of completion and acceptance of the work accompanied by the following documents.
 - a) Work completion certificate issued by the University authorities specify the satisfactory completion of the work.
 - b) No claim certificate by the contractor.
39. **Arbitration:-** In case of any disputes arising out of the contract shall be referred to the Arbitrator i.e. Vice-Chancellor, SMVD University . The decision of the arbitrator shall be final and binding upon the parties concerned. The arbitration shall be conducted in accordance with the arbitration procedure stated in the Arbitration and Conciliation Act.1996 as amended from time to time.

40. **Defect Liability Period:-** The period of Defect Liability shall be **12 months** from date of satisfactory completion of work.
41. **Safety:-** The contractor shall be responsible for safety of all activities at site of work.
42. **Treasures & Fossils:-** Anything of historical or other interest or of significant value unexpectedly found on the site shall be the property of the SMVD University (Works Department).
43. **Termination of Contract:-** The Employer may terminate the contract, if the contractor causes a fundamental breach of the contract. Fundamental breach of contract will include:-
- (i) Continuous stoppage of Work for a period of 30 days without authorization of Engineer in-charge.
 - (ii) Contractor is declared bankrupt
 - (iii) Any evidence of involvement of contractor in corrupt practices.
 - (iv) Contractor delays the completion of work beyond stipulated time of completion.
 - (v) Pursuant to the process of termination of contract, the University reserves the right to invite fresh tender for the balance work at the risk and cost of the defaulter/contractor.
 - (vi). In case contractor failed to start /complete the work, within the stipulated time period, his Earnest Money shall be forfeited without any further notices, besides, the defaulter shall be debarred to participate in tendering process at least for one year..
44. **Labour Laws:-** The following Major Labour Laws are strictly applicable to all the manpower engaged by the contractor:-
- (i) Workmen compensation Act 1923.
 - (ii) Payment of Gratuity Act 1972.
 - (iii) Employees P.F and Miscellaneous Provision Act 1952.
 - (iv) Maternity Benefits Act 1961.
 - (v) Contract Labour (Regulation & Abolition) Act 1970.
 - (vi) Minimum Wages Act 1948.
 - (vii) Payment of Wages Act 1936.
 - (viii) Equal remuneration Act 1976.
 - (ix) Payment of bonus Act 1936.
 - (x) Industrial Disputes Act 1947.
 - (xi) Industrial Employment standing orders Act 1946.
 - (xii) Trade Union Act 1926.
 - (xiii) Child Labour (Prohibition & Regulation) Act 1986.
 - (xiv) Inter-state Migrant workmen's (Regulations of employment and conditions of service) Act 1979.
 - (xv) The Building and other construction workers (Regulation of employment and condition of service) Act 1996.
 - (xvi) Factories Act 1948.
 - (xvii) Compliance with Labour Regulation Laws of J&K State.

(xviii) Building & Construction Cess @ 1% to be paid to CEO, Jammu & Kashmir construction Welfare Board shall be deducted from the bills of the contractor.

45. **Insurance:-** The Labour/Machinery/Work/Plant Material/Equipment of the contractor should be covered under Insurance Plan.
46. **Law Governing the Contract:-** The contract shall be governed by Laws of the land.
47. **Court's Jurisdiction:** - In case of any disputes/differences arises between the contractor and the University, the same shall be settled in jurisdiction of the Courts in Jammu District only and no other Court shall have the jurisdiction.

Executive Engineer
SMVD University, Kakryal
Katra

Affidavit on correctness of Information furnished with the Bid.

Name of work :-

- 1/ I/We, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
- 2/ The undersigned also hereby certifies that neither our firm **Sh.** _____ have abandoned any work on National Highways in India /any other work of state Government or central Govt. nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.
- 3/ That my/our firm has not been black listed or debarred in any state or central Govt. Department Neither my/our firm has any history of litigations.
- 4/ In case the contract for the work is awarded in my/our favour I/we shall invest a minimum cash up to 25% of value of the contract during the implementation of work.
- 5/ I/We authorize the department to seek references from our bankers
Name of bank is _____ Branch _____ Account No. _____
- 6/ The undersigned hereby authorize (s) and request (s) any bank, person, firm or Corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
- 7/ The undersigned understand and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department/Project implementing agency.
- 8/ The undersigned is submitting the bid after conducting site visit assessing site condition as per NIT, the leads & carriages, the weather condition & by accepting all the condition of tender documents

I/We solemnly affirm that the information given in the bid is correct to the best of my knowledge and belief and nothing of any sort has been concealed.

Note: Affidavit to be notarized.

(Signed by an Authorized Officer of the Firm)

Title of Officer

Name of Firm

Date _____