



# UNIVERSITY OF KASHMIR

## Office of the Executive Engineer, Construction Division

### E-TENDER NOTICE FOR ELECTRIC STAGE WORKS FOR THE YEAR 2022-23

For and on behalf of the University e-tenders **for Electric Stage Works for the year 2022-23 Electric(In Single cover system)** are invited on **(Percentage % age) basis** from approved and eligible Electric Contractors registered with Govt. of Union Territory of J&K/ other union territories and CPWD, Railways and other State/Central Governments for the following:-

S.No:	Name of the work	Earnest Money (L.S.)In (Rs.)	Cost of tender document (In Rs.)	Time and date of opening of tender	Class of contract
1.	Electric Stage Works for the Year 2022-23 in all Campuses.	Rs.1.00Lacs	Rs.1000/-	19-04-2022 (11.00 AM)	AAY

Position of A.A = Accorded  
Position of funds = Available

- 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](http://www.jktenders.gov.in) as per schedule of dates given below:-

S.No:	Particulars	Date and Time
1.	Date of Issuance of Tender Notice	29-03-2022
2.	Period of downloading of bidder documents.	29-03-2022 to 18-04-2022 (6.00 PM)
3.	Bid submission start date.	29-03-2022
4.	Bid submission end date.	18-04-2022 (6.00 PM)
5.	Date and time of opening of bid (online).	19-04-2022(11.00 AM)

- Bidders must upload scanned copies of all necessary documents including earnest money in the shape of CDR / FDR/ B.G pledged to Executive Engineer, Construction Division, University of Kashmir and tender document fee 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 up to the prescribed period shall not be entertained in the form of Hard copy. However, in case of any clarification, the bidders shall 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.)**

- The date and time of opening of Bids shall be notified on webSite [www.jktenders.gov.in](http://www.jktenders.gov.in) and conveyed to the bidders automatically through an e-mail message on their e-mail address. The bids of Responsive bidders shall be opened online on same website in the office chamber of the **Executive Engineer.**
- The bids for the work shall remain valid for a period of 120 days from the date of opening of bids.
- The Earnest Money shall be forfeited if:-
  - Any bidder/ 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 bidder to execute the agreement within 28 days after fixation of contract.
- Instruction to bidders regarding e-tendering process.

7 Bidders are advised to download bid submission manual from the "Downloads" option as well as from "Bidders Manual Kit" on website [www.jktenders.gov.in](http://www.jktenders.gov.in) acquaint bid submission process.

8 To participate in bidding process, bidders have to get 'Digital Signature Certificate (DSC)' as per Information Technology Act-2000. Bidders can get digital certificate from any approved vendor.

8-1 The bidders have to submit their bids online in electronic format with digital Signature. No Financial bid will be accepted in physical form.

8-2 Bids will be opened online as per time schedule mentioned in Para-1.

8-3 Bidders must ensure to upload scanned copy of all necessary documents with bid.

9. The department will not be responsible for delay in online submission due to any reasons.

10. Bidders 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.

11. Price escalation and taxes:- The rates quoted by the bidder in terms of (%age) Percentage (Excess/Less) shall be deemed to include price escalation and all taxes including CGST and SGST up to 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. The quoted percentage (%age) should preferably be in fractional form in order to minimize concurrence of similar quoted rates/Percentage.

12. Bidders are advised to use "My Documents" area in their user on e-Tendering portal to store such documents as are required.

### **13. Instructions to Bidder (ITB)**

14. All bidders shall include the following information and documents with their bids:-

a. Copies of original documents defining constitution/ legal status, place of registration, renewal up to date and principal place of Business

b. ***Valid GSTIN Registration with latest clearance certificate/Acknowledgement receipt of GST return copy form GST-3B and PAN Card.***

14-2. The bidder 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 bidder.

14-4. All documents relating to the bid shall be in the English Language.

### **16. General conditions of Contract:-**

14-1. 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.

14-2 **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.

14-3 **Amendment of bidding documents**:- Before the dealing for submission of bids the employer may modify the bidding documents by issuing addendum.

14-4 The tender receiving authority reserves the right to accept or reject any tender or all tenders

without assigning any reason thereof.

14-5 **Restoration of work**:- On completion of contract the contractor shall responsible to remove all un-used material and restore all work in its original position at his own cost.

14-6 **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.

14-7 **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" 11<sup>th</sup> December-1997)

14-8 **Defect Liability period.** The DLP shall be calculated from date of certified completion of work and period shall be **6 months.**

14-9 **Safety:-** The contractor shall be responsible for safety of all activities at site of work.

14-10 **Discoveries:-** Anything of historical or other interest or of significant value unexpectedly discovered on the site shall be the property of the government.

14-11 **Termination:-** The employer may terminate the contract if the contractor causes a fundamental breach of the contract in any way.

14-12 **Fundamental breach of contract will include:-**

a. Continuous stoppage of Work for a period of 30 days without authorization of Engineer in-charge.

b. 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 Public Works Department at least for one year.

14.13 **All Major Labour Laws of establishment engaged in building and other construction Works at present will be applicable on the contract/ contractor:-**

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 Union Territory of J&K.**

14.14 **Specification/Quality Control:** - All items of works shall conform to

Specifications as per IRC/MORTH/NBO/CPWD/SSR/ Any other prescribed specifications.

14.15 **Insurance:** - Insurance cover to Labour / Machinery / Work / Plant material /

Equipment by the contractor shall be mandatory.

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

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

15.3 **Restoration of work:**- on completion of contract the contractor shall be responsible to removal all unused material and restore all work in its original position at his own cost.

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

15.5 If the bidder quotes his rates for any item more than that of estimated rate or found unrealistic such rates will be calculated on the basis of latest analysis of rate (CPWD) with respect to current market rate.

16. The Stage contractor will be required to keep sufficient stock of materials available with him.

17. Besides attending the repair work of all nature the successful tenderer will be bound to execute works of petty original nature amounting upto Rs.5000/= in each individual case under stage rates which may extend upto Rs.50,000/=.

18. The work required to be executed through the stage contractor should be taken up in hand by the stage contractor within two days from the date of written order from the EXEN/AE concerned and to complete the same as per the time limit given under:-

a. For works valuing	Re.1/- to Rs.500/=	1 day
b. For work valuing	Rs.501/- to Rs.1000/=	3 days
c. For work valuing	Rs.1000/- to Rs.2000/=	5 days
d. For additional	Rs.1000/=	2 days.

19 The electric stage contractor will be responsible for any damage done by him during execution and shall have to set right/replace at the contractor/firms cost. In case of the further failure the same shall be got done though some other agency by the University. The cost involved for restoration of such damages shall be recovered from the stage contractor.

20. Materials available in the stores of the construction Division. University of Kashmir will be supplied departmentally on the stock rates in vogue in the Division and shall have to be used by the contractor ordered by the department and shall used such materials most economically and exclusively for the purpose of work for which it has been issued. In the event of loss or damage to the departmental stores the cost thereof will be recovered from the contractor at double the stock rates. All the unconsumed materials (Departmental) shall be returned by the contractor to the stores at once. In case of his failure to do so he will be liable to pay the cost of the same at double rates assessed by Engineer-in-Charge.

21. The University will not be responsible for any damage or loss to the materials of the stage contractor at site of work during execution of work. No claims whatsoever, on this account will be entertained, Bad and defective work will not be accepted even on reduced rates.
22. The cost of old materials shall be recovered as under:-
23. In case of replacement where the existing materials are either damaged or broken, cracked or having become unserviceable, the cost of old materials @ 10% shall be recovered from the contractor.

**Executive Engineer**

**No: F (UCD) (Electr. Stage 2022-23)KU/107/21**  
**Dated:-29-03-2022**