



जम्मू केंद्रीय विश्वविद्यालय  
Central University of Jammu  
राया-सूचानी (बागला), जिला सांबा-181143, जम्मू (जम्मू एवं कश्मीर)  
Rahya-Suchani (Bagla), District: Samba – 181143, Jammu (J&K)

=====

**e-TENDER**

**FOR**

**Creation of New Prefabricated 03 Nos. of Classroom with  
Foundation Works**

**On EPC Mode for Central University of Jammu, Bagla  
Rahya-Suchani , Distt. Samba .**

**e-Tender No 24/2019-20**

**Estimated Cost**

**Rs. 29.04 lakh.**

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**SECTION 1****LIST OF IMPORTANT DATES****PRESS NOTICE****NOTICE INVITING TENDER****NIT No.:- 24/2019-20**

**Name of work :-** Creation of new Prefabricated 03 Nos. of Classroom with Foundation works on EPC mode at Central University of Jammu, Bagla Rahya suchani, Distt. Samba

**Completion Period for construction:** **60 days**

**2.1 Defect Liability period is:** **12 Month**

1. Date of Issue of Notice Inviting Bid	<b>13-03-2020</b>
2. Period of downloading Tender Documents :-	<b>13-03-2020 upto 15:00 Hrs To 04-04-2020 upto 15:00 Hrs</b>
	Places(s) <a href="https://cujammu.eunitwizarde.com">https://cujammu.eunitwizarde.com</a>
3. Time, date and Place of pre-bid Meeting	<b>19-03-2020 at 15:00 Hrs</b>
	Place : <b>Office of the Executive Engineer, Central University of Jammu</b>
4. Deadline for Receiving Bids	<b>04-04-2020</b>
	<b>15:00 Hrs</b>
5. Time and date for opening Technical Bid/Bids	<b>07-04-2020 at 13:00 Hrs</b>
6. Time and Date of opening Financial Bid	<i>To be notified after bid evaluation is completed</i>

7. <i>Place of opening Bids</i>	<p style="text-align: center;"><b><u>Place</u></b></p> <p><b>Office of the Executive Engineer, Central University of Jammu</b></p>
8. <i>Last Date of bid validity</i>	
9. <i>Officer Inviting Bids</i>	<i>Executive Engineer, CUJ</i>
	<p>Designation: Executive Engineer, <b>Central University of Jammu.</b></p>
	<p>Address.:-</p> <p>Rahya- Suchani (Village - Bagla), Distt. Samba (J&amp;K)-181143</p>

**OFFICE OF THE EXECUTIVE ENGINEER,**  
**CENTRAL UNIVERSITY OF JAMMU**

**NOTICE INVITING TENDER**

**e- NIT No.:- 24/2019-20**

Executive Engineer, Central University of Jammu (CUJ) for and on behalf of the Vice Chancellor, Central University of Jammu, invites e-tenders on **Percentage (%age ) basis** from approved and eligible Contractors registered with UT J&K . CPWD, Railways, MES, BRO and other State/Central Governments for the following work on EPC mode:-

S. No	Name of Work	Name of Division	Estimated Cost of Construction (Rs. In lac.)	Earnest Money @ 2% (Rs)	Time Allowed for completion	Schedule Time and date of opening of tender	Class of Contractor
1	2	3	4	5	6	7	8
1.	Creation of new Prefabricated 3Nos. of Classroom in Central University of Jammu, Bagla Rahya suchani , Distt. Samba Area = 2200sft	Engineering Wing, Central University of Jammu	29.04	58,085/-	60 Days	07/04/2020 at 15:00	Class C or above

1. The Bidding documents can be downloaded from the website <https://cujammu.euniwizarde.com> from 13-03-2020 (12:00 Hrs) to 04-04-2020 (12:00Hrs)
  - a. The Bids shall be deposited in electronic format on the website <https://cujammu.euniwizarde.com> from 13-03-2020 (15:00 Hrs) to 04-04-2020 (15:00Hrs). The bids received will be opened at **13:00 Hrs on 07/04/2020 on line.**
  - b. The complete bidding process will be on line.
  - c. A Pre-bid meeting will be held on **19/03/2020 at 15:00 Hrs** in the office of the Executive Engineer, Central University of Jammu to clarify the issues and to answer question on any matter that may be raised at that stage as stated in Clause 9 of Instruction to Bidders (ITB) of the Bidding documents
  - d. Technical bids of bidders shall be opened on line in the office of Executive Engineer, Central University of Jammu on or after **07-04-2020 at 13:00 Hrs**
2. Bid document can be seen at and downloaded from the website <https://cujammu.euniwizarde.com/> Bid document contain information of qualifying criteria for bidder, specifications, bill of quantities, conditions and other details.
3. The site for the work is available.

**Executive Engineer,**  
**Central University of Jammu**  
**Rahya- Suchani (Village - Bagla),**  
**Distt. Samba (J&K)-181143**

**OFFICE OF THE EXECUTIVE ENGINEER,**  
**CENTRAL UNIVERSITY OF JAMMU**

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3. Bid document can be seen at and downloaded from the website <https://cujammu.euniwizarde.com/> Bid document contain information of qualifying criteria for bidder, specifications, bill of quantities, conditions and other details.
4. In case it is observed that the bidder has uploaded fake documents, his EMD will be immediately forfeited and his case will be recommend for debarment in further tendering for one year.
5. The site for the work is available.

6. Bids must be accompanied by Bid security (EMD) as specified in column 5 of the above table, payable at Jammu & Pledged in favour of Finance Officer, Central University of Jammu as specified in the Clause 16.2 of ITB. Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid upto completion time of the work or more after last date of receipt of Bid.

The original instruments including a copy of online RTGS/NEFT/A/c Payee Demand Draft/Fixed Deposit Receipt/Bank Guarantee of Nationalised/scheduled bank drawn in favour of Finance Officer Central University of Jammu in respect of EMD and relevant technical Bid documents etc must be delivered in the Office of the Executive Engineer, Central University of Jammu (as per tender conditions) on or before 04-04-2020 upto 15:00 Hrs. by Registered Post/courier only. If the office happens to be closed on the date of receipt as specified, these shall be received on the next working day at the same time and venue document

- i. Financial Bids will be opened in the Committee room, Central University of Jammu. If the office happens to be closed on the date of opening of the bids as specified, these will be opened on the next working day or any subsequent date at the same time and venue.
  - ii. Financial bid will be downloaded and opened only after technical evaluation is complete and financial bids of only those bidders will be opened who are technically substantially responsive.
7. The bid for the work shall remain open for acceptance for a period of **120 days** from the date of opening of bids. If any bidder/tenderer withdraws his bid/tender before the said period or makes any modifications in the terms and conditions of the bid, his earnest money shall stand forfeited.
8. No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the State Government/University is allowed to work as a Contractor for a period of two years after his retirement from Government service, without permission of the Government. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government as aforesaid before submission of the tender or engagement in the Contractor's Service.
9. Tender drawings are uploaded with tender and are to be downloaded with the Bid . Bidder are also required to submit detailed construction drawings along with the bid.
10. Other details can be seen in the bidding documents.

#### 11. **INSTRUCTIONS TO BIDDERS FOR E-TENDER:**

Special Instructions for e-Tender. Submission of online Bids is mandatory for this Tender. For conducting electronic tendering, CUJ is using the portal <https://cujammu.euniwizarde.com> of M/s ITI Ltd, a Government of India Undertaking.

#### **1.0 Tender Bidding Methodology:**

The offer should be submitted through e-tendering mode in the website <https://cujammu.euniwizarde.com> containing two e-bid viz. Technical and Financial Bid. The Bids will be uploaded along with all signed and scanned documents those are required for particular tender.

#### **Digital Certificate:**

It is mandatory for all the bidders to have class-III Digital Signature Certificate – Signing + Encryption (in the name of person who will sign the Bid) from any of the licensed Certifying Agency (Bidders can see the list of licensed CA's from the link [www.cca.gov.in](http://www.cca.gov.in)) to participate in e-tendering.

## **2.0 Registration:**

To participate in the e-tendering submission, it is mandatory for applicants to get registered their firm/company in e-tendering portal of ITI. <https://cujammu.euniwizarde.com> to have user ID & password from M/s ITI Ltd., The Annual registration charges for vendors/suppliers are Rs.2000/+18%GST-per annum (Pay Online). The procedure for the registration is as under:

- 1) Go to the website <https://cujammu.euniwizarde.com> In the home page, click on "Registration"
- 2) In the Vendor Registration form, vendor has to fill up the all mandatory applicant details. After submission of registration form, you will get the verification link on your registered mail id, after verification you log in your account with your user id and password and complete the all activity related to registration etc. Document uploading, paid registration fee, after completion of registration payment, you need to send your acknowledgement copy on our held desk mail id [helpdeskeuniwizarde@gmail.com](mailto:helpdeskeuniwizarde@gmail.com) | [ewizardhelpdesk@gmail.com](mailto:ewizardhelpdesk@gmail.com) for activation of your account.

## **3.0 SEARCHING FOR ONLINE TENDER DOCUMENTS**

There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Item/work id, Title, Date, etc.

Once the bidders had selected the tenders in which they are interested, bidder can pay the processing fee **Rs. 2904 + 18% GST (NOT REFUNDABLE)** by Net-banking / Debit / Credit card then you may download the required documents / tender schedules, Bid documents etc. Once you pay both fees, tenders will be moved to the respective "Register" Tab. This would enable the e-tender Portal to intimate the bidders through e-mail in case there is any corrigendum issued to the tender document.

Please feel free to contact ITI Helpdesk (as given below) for any query related to e-tendering.

1. **Helpdesk landline No: 011-49606060**
2. **Mr. Varun Tomer +919205898229**
3. **Mr. Birendra Kumar +919205898228**



## **SECTION 2: INSTRUCTIONS TO BIDDERS (ITB)**

### **1. SCOPE OF BID**

- 1.1 The Executive Engineer as a representative of the Vice Chancellor, Central University of Jammu invites bids for the *Creation of New Prefabricated 03 Nos. of Classroom with Foundation work in Central University of Jammu, Bagla, Rahya suchani, Dist. Samba on EPC*
- 1.2 The successful Bidder will be expected to complete the work within 60 days
- 1.3 Throughout these documents, the terms “bid” and “tender” and their derivatives (bidder/tenderer, bid/tender, bidding/tendering etc.) are synonymous.

### **2. SOURCE OF FUNDS**

- 2.1 The expenditure on the budget will be met from the University **funds**.

### **3. ELIGIBLE BIDDERS**

- 3.1 This Invitation for Bids is open to all bidders as defined in the Appendix to ITB.
- 3.2 Bidders shall provide a declaration of not having declared ineligible for corrupt and fraudulent practices in the Central Government, the State Government or any public undertaking, autonomous body, authority by whatever name called under the Central or the State Government.

### **4. QUALIFICATION OF THE BIDDER**

#### **Technical Qualification:**

To qualify for award of the contract, each bidder should have completed during last five years FY: 2014-15, 2015-16, 2016-17, 2017-18, 2018-19, upto 31/03/2019:

- a. One work of similar nature costing more than or equal to 80% or
- b. Two works of similar nature each costing more than or equal to 50% or
- c. Three works of similar nature each costing more than or equal to 40%.

### **5. ONE BID PER BIDDER**

- 5.1 Each Bidder shall submit only one Bid for one work. A Bidder who submits more than one Bid will cause the proposals with the Bidder's participation, to be disqualified.

### **6. COST OF BIDDING**

- 6.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid and the Employer will, in no case be responsible or liable for those costs.

**7. SITE VISIT**

7.1 The site is located in the campus of Central University of Jammu. It is located near village Suchani about 8km from NH-44 Rahya- Morh

The Bidder, at his own cost, responsibility and risk is encouraged to visit, examine and familiarize himself with the site of works and its surroundings including source of earth, water, road aggregates etc. and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the works. The costs of visiting the site shall be at the Bidder's own expense. He may contact the Executive Engineer incharge of work for any guidance relating to site visit.

**8 PRE-BID MEETING**

8.1 If a pre-bid meeting is to be held, the bidder or his authorized representative is invited to attend it as per date, time and address

8.2 The purpose of the meeting will be to clarify issues and to answer the questions on any matter that may be raised at that stage.

8.3 The bidder is requested to submit any questions in writing or by cable so as to reach the Employer not later than one week before the meeting..

8.4 *Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.*

8.5 *The employer will not respond to any queries / request made after pre-bid meeting*

**9. AMENDMENT OF BIDDING DOCUMENTS**

9.1. Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addendum and corrigendum.

9.2 Any addendum and corrigendum thus issued shall be part of the bidding documents and shall be uploaded on the official website of the University.

9.3 To give prospective bidders reasonable time to take an addendum/corrigendum into account, in preparing their bids the Employer shall extend, as necessary, the deadline for submission of bids in accordance with Clause 20.2 of ITB.

**10. DOCUMENT COMPRISING THE BID**

**Part 1 . This shall be named technical bid and shall comprises of list of documents (Bidders are advised to use "My Documents" area in their user on Central University**

of Jammu's e-Tendering portal (<https://cujammu.eunizwizarde.com/>) to store their following documents which are used in all Tenders and attach these certificates as Non-Statutory documents while submitting their bids):

1. Copy of Registration Card duly renewed for the Current Financial year.
2. Successful completion certificate of a work \_\_\_\_\_ (specify the work) \_\_\_\_\_ of amount executed during the last five years duly issued by an officer not below the rank of Executive Engineer or equivalent
3. Earnest Money
4. Copy of Pan Card
5. Affidavit for correct information
6. Detail Drawings of the Block

**Note :- Original instrument in respect of EMD copy and relevant Technical Bid document must be delivered in the Office of the Executive Engineer, Central University of Jammu , (as per tender conditions) on or before 04-04-2020 upto 15:00 Hrs. otherwise, the tender will be rejected.**

**Part II** : It shall be named Financial Bid and will be in electronic format comprising of :

- i. Bill of quantities / Form of Bid
11. Each part shall be separately submitted online.

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12. **BID PRICES**

12.1 The Bidder shall adopt the Percentage Rate as specified in the Form of Bid

12.2 Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

***12.3 All duties, taxes, royalties and other levies including GST & 1% Labour Cess 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.***

***12.4 The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.***

13. **CURRENCIES OF BID AND PAYMENT.**

13.1 The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in India Rupees

14. **BID VALIDITY**

**14.1.***Bids shall remain valid for a period of one hundred twenty days (120) days after the deadline date for bid submission specified in Clause 20 of ITB. A bid valid for a shorter period shall be rejected by the Employer as non-responsive*

**14.2.***In exceptional circumstances, prior to expiry of the original time limit, the employer may request the bidder to extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing. A bidder may refuse the request without forfeiting his earnest money. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his earnest money for a period of the extension, and in compliance with Clause 16 of ITB in all respects.*

**15. EARNEST MONEY**

15.1. The bidder shall furnish, as part of the Bid, Earnest Money of Rs.58,085/- in electronic, as well as, Hard Copy.

15.2. The Earnest money of the Successful bidder will be discharged/ released when the bidder has signed the Agreement and furnish the required Performance Security.

15.3 . Any bid not accompanied by an earnest money shall be rejected by the employer as non – responsive.

15.4. The earnest money of unsuccessful bidders will be returned within the Bid validity period.

15.5. The earnest money will be forfeited:

- a) If the bidder withdraws the Bid after technical bid opening on cut-off date during the period of Bid validity;
- b) In the case of a successful Bidder, if the Bidder fails within the specified time limit to :
  - i) Sign the Agreement; and/or
  - ii) Furnish the required performance security

## **D. SUBMISSION OF BIDS**

### **16. SUBMISSION OF BIDS**

16.1 The Bidder shall submit separately “Technical Bid” and “Financial Bid”.

Technical Bid: to be opened on **07-04-2020 at 13:00 Hrs** in the presence of Technical Bid Opening Committee.

Financial Bid: Shall be opened of technically qualified bidders only.

### **17. DEADLINE FOR SUBMISSION OF BIDS**

17.1 Complete Bids (including Technical and Financial) must be submitted online not later than the **04-04-2020 upto 15:00 hrs**.

17.2 The employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10.3 of ITB, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

### **18. LATE BIDS**

18.1 Any Bid received by the Employer after the deadline prescribed in Clause 20 of ITB will be returned unopened to the Bidder.

## **F. AWARD OF CONTRACT**

### **19. AWARD CRITERIA**

19.1 the Employer will award the contract to the Bidder whose Bid has been determined:

- i) To be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provide that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 3 of ITB, and (b) qualified in accordance with the provisions of Clause 4 of ITB; and
- ii) To be within the available bid capacity adjusted to account for his bid price which is evaluated the lowest in any of the package opened earlier than the one under consideration.

**20. EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

- 20.1 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 the award of contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer's action

**21. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT**

- 21.1 The Bidder whose Bid has been accepted will be notified of the award by the employer prior to expiry of the bid validity period by Email and confirmed by registered letter. This letter (hereinafter and in the part I "*General conditions of contract*", called the "*Letter of Acceptance*") will state the sum that the employer will pay to the contractor in consideration of the execution, completion by the contractor as prescribed by the contract (hereinafter and in the Contract called the "*Contract Sum*").
- 21.2 The notification of award will constitute the formation of the contract subject only to the furnishing of a performance security in accordance with the provision of Clause 25.
- 21.3 The agreement will incorporate all agreements between the Employer and the successful Bidder after the performance security is furnished.
- 21.4 Upon the furnishing by the successful Bidder of the performance security, the employer will promptly notify the other bidders that their bids have been unsuccessful.

**22. PERFORMANCE SECURITY**

- 22.1 Within **10 (ten) days** after receipt of the letter of Acceptance, the successful Bidder shall deliver to employer a Performance Security @ 5% of tender cost having validity upto 14 months from the time of completion of works. EMD will be released after submission of performance security.
- 22.2 In case L-1 bidder fails to deposit the performance security within 10 days from the date of intimation, offer will be given to 2<sup>nd</sup> lowest bidder on the rates of 1<sup>st</sup> lowest bidder if acceptable to him (2<sup>nd</sup> lowest bidder). In case the 2<sup>nd</sup> lowest bidder declines the offer, the department will be at liberty to invite the fresh tenders.
- 22.3 The performance security shall be in the form of Fixed Deposit Receipts/Call Deposit Receipt/Bank guarantee (A/C PAYEE DEMAND DRAFT/FIXED

DEPOSIT RECEIPT/BANK GUARANTEE) from a scheduled nationalized bank, in the name of the Finance Officer, Central University of Jammu.

- 22.4 Failure of the successful Bidder to comply with the requirements of Clause 25.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest Money. He will also be debarred from participating in bids under requisite heads for one year.
- 22.5 If the Bid of the successful Bidder is seriously unbalanced i.e less by 15% or more of the advertised amount the of work to be performed under the contract, the employer may require the Bidder to produce detailed price analysis for any or all Items of the Bill of quantities to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, the Employer may require that the amount of the performance security set forth in Clause 25.1 of ITB be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the contract. In such case, the bidder i.e L-1 bidder shall furnish an additional Performance Security in shape of BG @ 5% of the advertised amount from any nationalized Bank , for the period exceeding Completion date by two months, after opening of financial bid.

23. **CORRUPT OR FRAUDULENT PRACTICES**

The employer requires the bidders/contractors to strictly observe the laws against fraud and corrupt practices enforce in India, namely, prevention of corruption Act, 1988.

24. Advance Payment : No Advance Payment whatsoever shall be made by the department to the Contractor.
25. Secured Advance Payment : No Secured Advance Payment whatsoever shall be made by the department to the Contractor against the material brought to site.

## APPENDIX TO ITB

The Employer should fill out this Appendix to ITB before issuing the bidding documents. The insertions should correspond to the information provided in the Invitation for Bids.

### Instructions to Bidders

#### CLAUSE REFERENCE

- (1.1) The Employer Is The Vice Chancellor, Central University of Jammu
- (1.2) The Works is : **Creation of new Prefabricated 03 Nos. of Classroom with Foundation works on EPC mode at Central University of Jammu, Bagla Rahya suchani , Distt. Samba**
- (2.1) The Place : **Rahya-Suchani , Distt. Samba-181143**
- (3.1) Eligible Bidders are: **As per tender condition in the NIT**
- (4.1). The contact person is: **Er. Vishal Bargostra**  
 Designation: **Executive Engineer**  
 Address: Rahya- Suchani (Village - Bagla), Distt. Samba (J&K)-181143  
 Telephone No. 7889841455
- (5.1). Place, Time and Date for pre-bid meeting are:  
 Office of the Executive Engineer, Central University of Jammu, Rahya- Suchani (Village - Bagla), Distt. Samba (J&K)-181143  
**Time: 15:00 Hrs**  
**Date: 19-03-2020**
- (6.1). The other documents required are: As detailed in the relevant sections of this document.
- (7.1). The date, time and place for opening of the technical Bids are:  
 (A) Technical Bids  
**Date: 07-04-2020**  
**Time: 13:00 Hrs**  
 Place: Office of the Executive Engineer, Central University of Jammu, Rahya- Suchani (Village - Bagla), Distt. Samba (J&K)-181143
- (B) Financial Bid (For qualified bidder as)  
 Date: **Qualified Bidder will be informed after bid evaluation is completed**
- Place: Committee Room, Central University of Jammu, Rahya- Suchani (Village - Bagla), Distt. Samba (J&K)-181143
- (8.1). The amount and validity period of the Performance Guarantee is:  
 Amount: *5% of total amount quoted by Bidder*



Validity period:

- (i) Performance security shall be valid upto expiry of two months after intended Defect Liability Period.
- (ii) Additional Performance Security @ 5% of tender cost shall be valid upto two months after the expiry of intended completion date.

*For and on behalf of Vice Chancellor, Central University of  
Jammu*

**Executive Engineer  
Central University of Jammu**

## SECTION: 3

### GENERAL CONDITIONS OF CONTRACT

### GENERAL CONDITIONS OF CONTRACT

#### A. GENERAL

##### 1. LANGUAGE AND LAW

1.1 The language of contract and the law governing the Contract are stated in Contract Data.

##### 2. ENGINEER-IN-CHARGE'S DECISIONS

2.1 Except where otherwise specifically stated, the Engineer-in-charge will decide contractual matters between the employer and the contractor in the role representing the employer. However, if the Engineer-in-Charge is required under the rules and regulations and orders of the employer to obtain approval of some other authorities for specific actions, he will do so before such action.

2.2 Except as expressly stated in the contract, the Engineer-In-Charge shall not have any authority to relieve the contractor of any of his obligations under the contract unless and until approved by the Accepting Authority/Employer.

##### 3. DELEGATION

3.1 The Engineer-in-charge with the approval of the Accepting Authority may delegate any of his duties and responsibilities to other people after notifying the contractor and may cancel any delegation after notifying the contractor.

##### 4. COMMUNICATION

4.1 Communication between parties that are referred to in the conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.

##### 5. OTHER CONTRACTORS

5.1 The contractor shall cooperate and share the site with other contractors, public authorities utilities and the employer between the dates given in the schedule of other contractors as referred to in the contract Data. The Contractor shall also provide facilities and services for them as described in the schedule. The Employer may modify the schedule of other contractors and shall notify the contractor of any such modification.

5.2 The contractor should take up the works in convenient reaches as decided by the Engineer-in-Charge to ensure there is least hindrance to the smooth flow of traffic including movement of vehicles and equipment of other contractors till the completion of the works.

##### 6. PERSONNEL

6.1 The contractor shall employ for the construction work, the technical personnel named in the contract data or other technical persons with the approval of the Engineer-in-Charge. The Engineer-in-Charge will approve any proposed replacement of technical personnel only if their

relevant qualifications and abilities are substantially equal to or better than those of the personnel stated in the contract data.

- 6.2 If the Engineer-in-Charge asks the contractor to remove a person who is a member of the contractor's staff or work force stating the reasons, the contractor shall ensure that the person leaves the site within seven days and has no further connection with the works in the contract.

**7. EMPLOYER'S AND CONTRACTOR'S RISKS**

- 7.1 The Employer carries the risks, which this Contract states are "Employer's risks" and the contractor carries the risks, which this Contract states are "Contractor's Risks".

**8. EMPLOYER'S RISKS**

- 8.1 The Employer is responsible for the excepted risks, which are (a) in so far as they directly affect the execution of the works in the Employer's country the risks of war, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power civil war riot commotion or disorder (unless restricted to the Contractor's employees) natural calamities and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive or (b) a cause due solely to the design of the Works other than the Contractor's design.

**9. CONTRACTOR'S RISKS**

- 9.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the contract other than the excepted risks referred to in Clause 10.1, are the responsibility of the contractor.

**10. INSURANCE**

- 10.1 The contractor at his cost shall provide in the joint names of the employer Authority and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks.

- a) Loss of or damage to the works, plant and materials
- b) Loss of damage to Equipment;
- c) Loss of or damage to property (Except the works, plant, materials and Equipment ) in connection with the contract ; and
- d) Personal injury or death

- 10.2 Insurance policies and certificates for insurance shall be delivered by the contractor to the Engineer-in-Charge for approval before the Start Date. All such insurance shall provide for compensation to be payable in India Rupees to rectify the loss or damage incurred.

- 10.3 Alterations to the terms of insurance shall not be made without the approval of the Engineer-in-Charge.

- 10.4 Both parties shall comply with any conditions of the insurance policies.

**11. SITE INVESTIGATION REPORT**

- 11.1 Site investigation report provided with the Bid document is only indicative and the Contractor in preparing the Bid may rely on any Site investigation reports referred to in the contract data supplemented by any other information available to him before submitting the bid.

## 12. List of Approved Materials: -

Sr.No	Description of Items	Make as per the tender
1	CEMENT	ULTRATECH, ACC, AMBUJA
2	ACP SHEET	ALSTRONG
3	Color coated sheet	JK SHINE
5	STEEL PRIMER	ICI, NEROLAC, ASIAN PAINTS.
6	G.I. / M.S. PIPE	G.I. / M.S. PIPE
7	Fiber sheet	
8	False Ceiling	Metal Saint Gobain, Armstrong, Aura (Asipl), Dexune, Gyptech Acoustic System.
9	Multipurpose Locks,	Godrej, DORSET.DORMA HAFELE, GEZE
10	Anodised Aluminum Hardware (Heavy Duty)	Hardima, Everite, Giesse
11	Aluminum - Windows, Glazing And Partitions.	Jindal, Indalco, Hindalco, Boruka.
12	Glazing Structural / Suspended / Skylight	Saint Gobain, Glaverbel, Pilkington
13	Float Glass, Frosted Glass	Saint Gobain, Asahi, Pilkington, Viracon
14	EPDM Gasket	Hanu/ Anand ,Raven,Zero
15	Lights with fixtures for false ceiling of 18w / 15w /tube light	Philips,Havells or Equivalent
16	1 sqm wire for light points	FRLS type Havells, Polycab or Equivalent
17	2.5 sqm wire for power point.	FRLS type Havells, Polycab or Equivalent
18	4 sqm for Ac connection	FRLS type Havells, Polycab or Equivalent
19	Fire Alarm	Apollo smoke detector or equivalent
20	3 / 6 pin sockets 6A / 16A/with full fitting	Philips or Equivalent
21	Spn 32A Full Fitting	Philips , Havells or Equivalent
22	Batten	
23	Exhaust Fan 200mm/250mm	Crompton or Havells or Equivalent

**13. QUERRIES ABOUT THE CONTRACT DATA**

13.1 The Engineer will clarify queries on the contract data.

**14. CONTRACTOR TO CONSTRUCT THE WORKS**

14.1 The Contractor shall construct and install and maintain the Works in accordance with the Specifications and Drawings

**15. THE WORKS TO BE COMPLETED BY THE INTENDED COMPLETION DATE.**

15.1 The Contractor may commence execution of the works on the start date and shall carry out the works in accordance with the programme submitted by the Contractor as updated with the approval of the Engineer-in-charge and complete them by the Intended Completion Date.

**16. APPROVAL BY THE ENGINEER-IN-CHARGE.**

16.1 The Contractor shall submit specifications and drawings showing the proposed Temporary works to the Engineer-in-Charge who is to approve them.

16.2 The contractor shall be responsible for design of Temporary works.

16.3 The Engineer-in-Charge's approval shall not alter the Contractor's responsibility for design of the Temporary works.

16.4 The Contractor shall obtain approval of third parties to the design of the Temporary works where required.

16.5 All Drawings prepared by the contractor for the execution of the temporary permanent works are subject to prior approval by the Engineer -in-charge before execution of such works.

**17. SAFETY**

17.1 The Contractor shall be responsible for the safety of all activities on the site.

**18. DISCOVERIES**

18.1 Anything of historical or other interest or of significant value unexpectedly discovered on the site shall be the property of the Employer. The contractor shall notify the Engineer-in-Charge of such discoveries and carry out the Engineer's instructions for dealing with them.

**19. POSSESSION OF THE SITE**

19.1 The Engineer-in-Charge shall give complete possession of the site to the contractor fifteen days in advance of the construction programme.

**20. ACCESS TO THE SITE**

20.1 The contractor shall allow access to the site and to any place where work in connection with the contract is being carried out, or is intended to be carried out to the Engineer-in-Charge and any person/persons/agency authorized by:

a. The Engineer-in-Charge.

b. The Employer.

**21. INSTRUCTIONS**

- 21.1 The Contractor shall carry out all instructions of the Engineer-in-Charge to comply with the applicable laws where the Site is located.

**22. A. DISPUTE REDRESSAL SYSTEM**

- 22.1 If any dispute or difference of any kind what-so-ever shall arise in connection with or arising out of this contract or the execution of works or maintenance of the works there under whether before its commencement or during the progress of Works or after the termination/abandonment or breach of the contract, it shall in the first instance be referred for settlement to the competent authority i.e. Vice Chancellor, Central University of Jammu.

The competent authority shall, within a period of forty-five days after being requested in writing by the Contractor to do so, convey his decision to the contractor in respect of every matter so referred. In case the work is already in progress, the Contractor shall proceed with the execution of the work, including maintenance thereof, pending receipt of the decision of the competent authority as aforesaid, with all due diligence. The decision of the competence authority shall be final & binding on both the parties.

**B. PROCEDURE FOR RESOLUTION OF DISPUTES.**

- 22.2 The Competent Authority mentioned in Clause 23.1 shall give a decision in writing within 45 days of receipt of a notification of dispute by adopting any procedure/process as deem fit by such authority. However, the competent authority can extend the said time limit of 45 days as deem fit in deciding the referred dispute with due intimation to both the parties.
- 22.3 In the event of any dispute or difference if arises, what so ever will be settled down amicably by negotiations. If any dispute which cannot be resolved by negotiation either party may refer the claims/dispute to be settled through the province of J&K Arbitration & Conciliation Act 1997, through an arbitrator .The Sole Arbitrator shall be any officer of university whose name is approved by Vice Chancellor and decision of such arbitrator shall be binding upon both the parties subject to Jurisdiction of courts within Jammu only.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have executed these presents (execution whereof has been approved by the Competent Authorities of both the parties) on the day, month and year first above mentioned at CUJ, Samba.

- 22.4 Performance under the contract shall continue even after reference to the dispute resolution authority and payments due to the contractor by the employer shall not be withheld unless they are the subject matter of the referred disputes.

## **B. TIME CONTROL**

### **23. PROGRAMME**

- 23.1 Within 05 days of the date of issue of allotment of the contract, the contractor shall submit to the Engineer-in-Charge for his approval, the programme showing the general methods, arrangements, order and timing for all the activities in the works, along with monthly cash flow forecasts for the construction of works.
- 23.2 An update of the programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining works, including any changes to the sequence of the activities.
- 23.3 The Contractor shall submit to the Engineer-in-Charge for approval an updated Programme at intervals no longer than **05 days**.
- 23.4 The Engineer-in-Charge's approval of the programme shall not alter the contractor's obligations. The contractor may revise the programme and submit it to the Engineer-in-Charge again at any time and the revised programme shall show the effect of variations and compensation events.
- 23.5 Labour for Traffic control/watch and ward as per necessity at site shall be supplied by the firm and nothing extra shall be paid in this behalf by the department.

### **24. EXTENSION OF THE INTENDED COMPLETION DATE**

- 24.1 The Engineer-in-charge shall extend the intended completion date if a compensation event occurs or a variation is issued which makes it impossible for completion to be achieved by the intended completion date without the contractor taking steps to accelerate the remaining works which would cause the contractor to incur additional cost.
- 24.2 The Engineer-in-Charge shall decide whether and by how much time to extend the intended completion date within 30 days of the Contractor asking the Engineer-in-Charge for a decision upon the effects of a Compensation Events of variation and submitting full supporting information. If the Contractor has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new intended completion date.

### **25. DELAYS ORDERED BY THE ENGINEER-IN-CHARGE**

- 25.1 The Engineer-in-Charge may instruct the Contractor to delay or start or progress of any activity within the works. Delay/delays totaling more than 05 days will require prior written approval of the Competent Authority.

### **26. MANAGEMENT MEETINGS**

- 26.1 The Engineer-in-Charge may require the contractor to attend a management meeting. The business of a management meeting shall be to review the progress of the works.
- 26.2 The Engineer-in-Charge shall record the business of management meetings and provide copies of the record to those attending the meeting. The responsibility of the parties for action to be taken shall be decided by the Engineer-in-Charge either at the management meeting or after the management meeting and stated in writing to all those who attended the meeting.

## C. QUALITY CONTROL

### 27. IDENTIFYING DEFECTS

- 27.1 The Engineer-in-Charge shall check the Contractor's work and notify the contractor of any defects that are found. Such checking shall not absolve the contractor from his responsibilities with regard to quality of work.
- 27.2 No payment shall be made without the required test from the authorised lab(s).

### 28. CORRECTION OF DEFECTS NOTICED DURING THE DEFECT LIABILITY PERIOD OF 12 MONTHS

- 28.1 The Engineer-in-Charge shall give notice to the Contractor of any Defects before the end of Defect Liability period which shall begin on completion of work and ends after one years. **The defects liability period shall be extended for as long as defects remain to be corrected.**
- 28.2 Every time notice of defect/defects is given to the contractor, he shall correct the notified defect/defects within the length of time specified in the Engineer-in-Charge's notice.

### 29. UNCORRECTED DEFECTS

- 29.1 If the Contractor has not corrected a defect pertaining to the defect liability period to the satisfaction of the Engineer-in-Charge within the time specified in the Engineer-in-Charge's notice, the Engineer will assess the cost of having the defect corrected and the contractor will pay this amount on correction of the defect or the same can be recovered from any amount due to him.



## **D. COST CONTROL**

### **30. BILL OF QUANTITIES**

- 30.1 The bill of quantities shall contain items for the construction, installation, testing and commissioning and **maintenance during defect liability period of one Years** separately to be done by the Contractor
- 30.2 The Bill of quantities is used to calculate the contract price and the Contractor is paid for the quantity of work done at the rates allotted to him after satisfactory completion of works.

### **31. VARIATIONS**

- 31.1 Any variation necessitated during the execution of work due to certain technical cogent reasons be resorted to only after formal approval from the Vice Chancellor, Central University of Jammu for carrying out such deviation is conveyed. The Vice Chancellor, Central University of Jammu shall then authorize Executive Engineer issue a variation order. Oral orders of the Engineer-in-Charge for Variations unless followed by written confirmation shall not be taken into account. Such variations shall form part of the Contract and the contractor shall carry them out and include them in updated programme produced by the contractor.

### **32. PAYMENT FOR VARIATIONS**

- 32.1 All Extra items if these are within the BOQ or outside the BOQ shall be measured and paid as per Delhi Schedule of Rates-2018/lowest market rates including contractor's percentage.
- 32.2 The extra Items which do not exist in the Delhi Schedule of Rates -2018 but are found necessary to be executed at site, shall be measured and paid as per analyzed rate taking into account the actual cost plus applicable taxes and 15% Contractor's overheads and profit.
- 32.3 As far as possible, the rate analysis shall be based on the standard data book and the current Delhi Schedule of Rates -2018/lowest market rates of the district of site of work i.e Samba (J&K). The decision of the Executive Engineer, CUJ on the rate so determined shall be final and binding on the Contractor.

### **33. PAYMENTS**

- 33.1 Contractor shall submit RA Bill after the end of each month for the payment. Minimum of 02 and Maximum of 03 RA bills can be submitted by Contractor.
- 33.2 Payment shall be adjusted for deductions for security deposit other recoveries in terms of the contract and taxes at source as applicable under the law.
- 33.3 The Employer may appoint Finance Officer, CUJ as specified in the Contract data (or any other competent person appointed by the Employer and notified to the contractor) to make payment certified by the Executive Engineer.
- 33.4 Items of the works for which no rate or price has been entered in the bill of quantities will not be paid for by the Engineer-in-Charge and shall be deemed covered by other rates and prices in the contract.
- 33.5 The payment of items of work when a contractor / firm has quoted rate higher than advertised rate shall be paid as per advertised rates only till such time the contractor / firm complete and the finish the items of work for which he has quoted less rate than the advertised rates.

**34. COMPENSATION EVENTS**

- 34.1 The following shall be compensation events unless they are caused by the contractor
- a) The Engineer orders a delay or delays exceeding a total of 15 days.
- 34.2 If a compensation event would prevent the works being completed before the intended completion date the intended completion date shall be extended. The Engineer shall decide whether and by how much the intended completion date shall be extended, however no claim on account of extended period of time shall be entertained.

**35. TAXES**

- 35.1 The rates quoted by the Contractor shall be inclusive of the sales / Turnover Taxes and other levies, duties, royalties, cess, toll, taxes of central and state Govt. local bodies and authorities including GST & 1% Labour Cess that the contractor will have to pay for the performance of this contract. The employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

**36. CURRENCIES**

- 36.1 All payments will be made in Indian Rupees.

**37. SECURITY DEPOSIT**

- 37.1 The Employer shall retain security deposit @ Five percent (5%) of the amount from each payment due to the contractor until Defect Liability period of the works.
- 37.2 The security deposit and EMD will be released to the contractor as under:-
- a) EMD/additional EMD as the case may be shall be released after the successful completion of work to the satisfaction of the Engineer-In-Charge and
  - b) 5% of Security Deposit of the contractor shall be released after Defect Liability period of One years, is over.

**38. LIQUIDATED DAMAGES**

- 38.1 The Time is an essence of the contract. If the contractor is not able to achieve the desired progress as stipulated in the prescribed mile stone in the contract data to general condition of the contract at S.No.25, the Engineer-in-charge shall have the authority to impose the Liquidated Damages. However, in case the Contractor achieves the next mile stone, the amount of the Liquidated Damages already withheld shall be restored to the Contractor by adjustment in the payment certificate.
- 38.2 In the event of failure on part of the Contractor to achieve timely completion of the project including any extension of time granted under Clause 26 of GCC, he shall, without prejudice to any other right or remedy available under the law to the Employer on account of such breach, pay as agreed Liquidated Damages to the Employer and not by way of penalty, as a sum calculated at the rate of 1% (one percent) per week or part thereof as stated in the Contract Data. For the period that the completion date is later than the intended completion date, Liquidated Damages at the same rate shall be levied if the Contractor fails to achieve the Mile Stones prescribed in the Contract Data. Both the parties expressly agree that the total amount of Liquidated Damages shall not exceed 10% of initial contract price and that the Liquidated Damages payable by the Contractor are mutually agreed genuine pre-estimated loss and without any proof of actual damage likely to be suffered and incurred by the

Employer & the Employer is entitled to receive the same and are not by way of penalty. The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any sum due, or to become due to the Contractor or from performance security or any other dues from Government or Semi-Government body within the State. The payment or deduction of such damages shall not relieve the Contractor from his obligations to complete the works, or from any other of his duties, obligations or responsibilities under the contract. The Contractor shall use and continue to use his best endeavours to avoid or reduce further delay to the works, or any other relevant stages.

- 38.3 It is agreed by the contractor that the decision of the Employer as to the Liquidated Damages payable by the Contractor under this clause shall be final and binding,

**39. SECURITIES**

- 39.1 The performance security equal to 5% of the contract and additional EMD for unbalanced bids shall be provided to the Employer not later than the date specified in the letter of acceptance and shall be issued in the form given in the contract data and by a schedule commercial bank.

**40. COST OF REPAIRS**

- 40.1 Loss or damage to the works or materials to be incorporated in the works between the start date and the end of the defects correction periods shall be remedied by the contractor at his cost if the loss or damage arises from the contractor's acts or omissions.

## **E. FINISHING THE CONTRACT**

### **41. COMPLETION**

41.1 The contractor shall request the Engineer-in-Charge to issue a **certificate of completion of the works** and the Engineer will do so upon deciding that the works is completed.

### **42. TAKING OVER**

42.1 The employer shall take over the site and the works within 15 days of the Engineer-in-Charge's issuing a certificate of completion. The contractor shall continue to remain responsible for its routine maintenance during the maintenance period of 12 months for main work.

### **43. FINAL ACCOUNT**

43.1 The contractor shall supply the Engineer-in-Charge with a detailed account of the total amount that the Contractor considers payable under the contract before the end of the defects liability period. The Engineer shall issue a defects liability certificate and certify any final payment that is due to the contractor within 30 days of receiving the contractor's account if it is correct and completed. If it is not, the Engineer shall issue within 30 days a schedule that states the scope of the corrections or additions that are necessary. If the final account is still unsatisfactory after it has been resubmitted the Engineer-in-Charge shall decide on the amount payable to the contractor and issue a payment certificate within 30 days of receiving the contractor's revised account. The payment will be made 30 days thereafter.

### **44. Operating and Maintenance Manuals**

44.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated by Engineer-in-Charge

44.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract Data, or they do not receive the Engineer's approval, the Engineer's approval, the Engineer shall withhold the amount stated in the Contract Data from payment due to the Contractor.

### **45. TERMINATION**

45.1 The employer may terminate the contract if the contractor cause a fundamental breach of the contract.

45.2 Fundamental breaches of contract shall include but shall not be limited to the following:

- a) The contractor stops work for 28 days when no stoppage of work is shown on the current programme and the stoppage has not been authorized by the Engineer-in-Charge.
- b) The contractor is declared as bankrupt or goes into liquidation other than for approval, reconstruction or amalgamation.
- c) The Engineer-in-Charge gives Notice that failure to correct a particular defect is a fundamental breach of contract and the contract and the contractor fails to correct it within a reasonable period of time determined by the Engineer-in-Charge.

- d) The contractor does not maintain a security which is required
- e) The contractor has delayed the completion of the works by the number of days for which the maximum amount of liquidated damages can be paid as defined in Clause 41.
- f) The contractor fails to provide insurance cover as required.
- g) If the contractor in the judgment of the Employer has engaged in the corrupt or fraudulent practice in competing for or in executing the contract. For the purpose of this Clause "corrupt practice means the offering, giving, receiving or soliciting or anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice":- means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practice among "Bidders"(prior to or after bid submission) designed to establish bid process at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- h) If the contractor has not completed at least thirty percent of the value of construction work required to be completed after half of the completion period has elapsed;
- i) Any other fundamental breaches as specified in the Contract data.

45.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.

45.4 If the contract is terminated, the contractor shall stop work immediately, make the Site safe and secure, and leave the site as soon as reasonably possible.

#### **46 PAYMENT UPON TERMINATION**

46.1 If the contract is terminated because of a fundamental breach of contract by the contractor, the Engineer-in-Charge shall issue a certificate for the value of the work done less Liquidated damages, advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. If the amount due to the Employer exceeds any payment due to the Contractor the difference shall be recovered from the security deposit and performance security. If any amount is still left un-recovered it will be a debt payable to the Employer. If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate the difference shall be a debt payable to the Employer.

46.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works less other recoveries due in terms of the contract and less taxes due to be deducted at sources as per applicable law.

**47 PROPERTY**

- 47.1 All material on the Site, Plant, Equipment, Temporary Works and Works shall be deemed to be the property of the Employer for use for completing balance construction work if the contract is terminated because of the contractor's default.

**48 RELEASE FROM PERFORMANCE**

- 48.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor the Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.
- 48.2 Death or permanent invalidity of the contractor: the contractor shall indicate nominee for the contract at the time of signing of the agreement. If the contractor dies during currency of the contract or becomes permanently incapacitated, and his/her nominee are not willing to complete the contract, the contract shall be closed without levying any damages/compensation. However, if the nominee expresses his/her intention to complete, the balance work and the competent authority is satisfied about the competence of nominee, then the competent authority shall enter into a fresh agreement for the remaining work strictly on the same terms & conditions under which the contract was initially awarded.

## F. ADDITIONAL CONDITIONS OF CONTRACT

### 49 LABOUR

The contractor shall, unless otherwise provided in the contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the site and such there information as the Engineer may require.

### 50 COMPLIANCE WITH LABOUR REGULATIONS

During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules made there under, regulation, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below. The Contractor shall keep the employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/byelaws/Acts/Rules/regulations including amendments, if any, on the part of the contractor, the engineer/employer shall have the right to deduct any money due to the contractor including his amount of performance security. The employer/engineer shall also have right to recover from the contractor any sum required or estimated to be required for making good the loss or damage suffered by the employer. The employer of the contractor and the Sub-Contractor in no case shall be treated as the employees of the employer at any point of time.

#### **SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK.**

- a) **Workmen Compensation Act 1923:** The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- b) **Payment of Gratuity Act 1972:** Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years' service or more or on death the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.
- c) **Employees P.F. and Miscellaneous Provision Act 1952:** The Act Provides for monthly contributions by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are: (i) Pension or family pension on retirement or death, as the case may be. (ii) Deposit linked insurance on the death in harness of the worker. (iii) Payment of P.F. accumulation on retirement/death etc.
- d) **Maternity Benefit Act 1951:** The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.

- e) **Contract Labour (Regulation & Abolition) Act 1970:** The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the contractor fails to provide, the same are required to be provided, by the principal employer by law. The principal employer is required to take certificate of registration and the contractor is required to take license from the designated officer. The Act is applicable to the establishments or contractor of principal employer if they employ 20 or more contract labour.
- f) **Minimum Wages Act 1948:** The employer is supposed to pay not less than the minimum wages fixed by appropriate government as per provisions of the Act if the employment is a scheduled employment. Construction of buildings, roads, and runways are scheduled employments.
- g) **Payment of Wages Act 1936:** It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- h) **Equal Remuneration Act 1979:** The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.
- i) **Payment of Bonus Act 1965:** The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.3500/- per month or less. The bonus to be paid to employees getting Rs. 2500/-per month or above upto 3500/- per month shall be worked out by taking wages as Rs.2500/- per month only. The Act does not apply to certain establishments. The newly set up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.
- j) **Industrial Disputes Act 1947:** The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock-out become illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- k) **Industrial Employment (Standing Orders) Act 1946:** It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the State and Central Government to 50). The Act provides for laying down rules governing conditions of employment by the employer on matters provided in the Act and get the same certified by the designated Authority.
- l) **Trade Unions Act 1926:** The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- m) **Child Labour (Prohibition & Regulation) Act 1986:** The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.
- n) **Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979:** The Act is applicable to an establishment, which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen,



in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, travelling expenses from home up to the establishment and back, etc.

- o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996:** All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The employer of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First-Aid facilities, Ambulance, Housing accommodation for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- p) Factories Act 1948:** The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing the prescribed minimum (say 10) persons or more with aid of power or another prescribed minimum (say 20) or more persons without the aid of power engaged in manufacturing process.

#### **51 DRAWINGS AND PHOTOGRAPHS OF THE WORKS**

The contractor shall do photograph /video photograph of the site firstly before the start of the work, secondly mid-way in the execution of different stages of work and lastly after the completion of the work. No separate payment will be made to the contractor for this and shall submit a Hard copy and soft copy of the same to the Engineer-in-charge for record and reference.

The contractor shall not disclose details of drawings furnished to him and works on which he is engaged without the prior approval of the Engineer-in-Charge in writing. No photograph of the works or any part thereof or plant employed therein, except those permitted under Clause 58.1 shall be taken or permitted by the contractor to be taken by any of his employees or any employees of his sub-contractors without the prior approval of the Engineer-in-Charge in writing. No Photographs /Video photography shall be published or otherwise circulated without the approval of the Engineer-in-Charge in writing.

#### **52 THE APPRENTICES ACT 1961**

The Contractor shall duly comply with the provision of the apprentices Act 1961 (III of 1961) the rules made there under and the orders that may be issued from time to time under the said Act and the said Rules and on his failure or neglect to do so he shall be subject to all liabilities and penalties provided by the said act and said Rules.

Death or permanent invalidity of the contractor: the contractor shall indicate nominee for the contract at the time of signing of the agreement. If the contractor dies during currency of the contract or becomes permanently incapacitated, and his/her nominee are not willing to complete the contract, the contract shall be closed without levying any damages/compensation. However, if the nominee expresses his/her intention to complete, the balance work and the competent authority is satisfied about the competence of nominee, then the competent authority shall enter into a fresh agreement for the remaining work strictly on the same terms & conditions under which the contract was initially awarded.

53 OTHER CONDITIONS

- A. The Employer / Engineer-in-Charge shall also have right to recover from the contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer

**CONTRACT DATA TO GENERAL CONDITIONS OF CONTRACT**

1. The Employer is The Vice Chancellor, Central University of Jammu (C.U.J)

Designation: Hon'ble Vice Chancellor, Central University of Jammu

Address: Central University of Jammu  
Rahya- Suchani (Village - Bagla), Distt. Samba (J&K)-181143

2. Name of authorized Representative

The Engineer is: **Er. Vishal Bargotra**

Designation: **Executive Engineer**

Address: Rahya- Suchani (Village - Bagla), Distt. Samba (J&K)-  
181143

Telephone No. 7889841455

3. The Intended Completion Date for the whole of the works is **60 days** after the start of work

4. Rectification of defects during defect liability period shall be carried out by the contractor at his own expenses to the entire satisfaction of the engineer in charge.

5. The site is located at **Central University of Jammu** Rahya- Suchani (Village - Bagla), Distt. Samba (J&K)

6. The Start Date shall be **ten days** after the date of issue of the Notice to proceed with the work.

(A) The name and identification number of the Contract is: **Creation of prefabricated 3nos. of Classroom in Central University of Jammu, Bagla Rahya suchani , Distt. Samba**

(B) The works consist of Civil works involving Providing and fixing of steel hollow pipe ACP sheet, PUFF Panels, Color coated sheet etc

(C) (a) Amount deductible for insurance : (Cl. 12)

**As per prevalent norms/rules**

- (D) Site investigation report:-----
- (E) (a) Competent authority is:  
Vice Chancellor, Central University of Jammu
- (F) (a) The period for submission of the programme for approval of  
Engineer-in-Charge shall be 05 days from the issue of letter of Acceptance.
- (b) The updated Programme shall be submitted at interval of **05 days**
- (c) The amount to be withheld for late submission of an updated programme shall be **2% of cost**
- (G) The Variation shall be paid as per Clause - 34 & 35 of GCC.
- (H) The authorized person to make payments is Finance Officer, CUJ
- (I) (a) Milestones to be achieved during the contract period
- (i) 25 % of the entire contract work upto 1/4<sup>th</sup> of the period allowed for completion of construction.
  - (ii) 50% of the entire contract work upto 1/2 of the period allowed for completion of construction.
  - (iii) 75% of the entire contract work upto 3/4<sup>th</sup> of the period allowed for completion of construction.
  - (iv) 100% of the entire contract work upto the expiry of completion period allowed for completion of construction
- (b) Maximum limit of liquidate damages for delay in completion of works is **10 percent of the Initial Contract Price, rounded off to the nearest thousand** at rate of 2% for delay of each week in the completion of work
- (J) The Standard form of Performance Security acceptable to the Employer Shall be an **A/C PAYEE DEMAND DRAFT/FIXED DEPOSIT RECEIPT/BANK GUARANTEE** of the type as presented in the Bidder Documents.
- (K) The Central University of Jammu shall not supply any construction material what so ever.

## **AFFIDAVIT**

1. I, the undersigned, do hereby certify that all the statements made in the required statements are true & correct.
  
2. The undersigned also hereby certifies that neither our firms **M/S** \_\_\_\_\_ have abandoned any work in **PWD or in any other** Department nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.
  
3. 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 authority.

\_\_\_\_\_  
**(Signed by an Authorized Officer of firm)**

\_\_\_\_\_  
**(Title of Officer)**

\_\_\_\_\_  
**(Name of Firm)**

\_\_\_\_\_  
**(DATE)**

## SECTION 4

### LETTER OF ACCEPTANCE AND OTHER FORMS STANDARD FORMS

#### (a) LETTER OF ACCEPTANCE

##### NOTES ON STANDARD FORMS OF LETTER OF ACCEPTANCE

The letter of Acceptance will be the Basis for formation of the Contract as described in Clause 31 and 32 of the instructions to Bidders. This standard Form of Letter of Acceptance should be filled in and sent to

/Letterhead paper of the Employer)

(Date)

To:

\_\_\_\_\_  
(Name of the Contractor)

\_\_\_\_\_  
(Address of the Contractor)

This is to notify you that the Employer namely \_\_\_\_\_ has

Accepted your Bid dated \_\_\_\_\_ for execution of the \_\_\_\_\_ (name of the contract) and rectification of defects of the works for one years for the Contract Price of Rupees.

\_\_\_\_\_  
(amount in figures and modified\* in accordance with the Instruction to Bidders is hereby accepted by our Agency.

You are hereby requested to sign the contract failing which action as stated in Clause 31 of ITB will be taken.

Yours faithfully,

Authorized Signature:\_\_\_\_\_

Name and Title of Signatory:\_\_\_\_\_

Name of Bidder:\_\_\_\_\_

Attachment:

\* Delete "corrected and" or "and modified" if only one of these action applies.  
Delete "as corrected and modified in accordance with the Instruction to Bidders" if corrections or modifications have not been effected.

# STANDARD FORM OF AGREEMENT

## Notes on Standard Form of Agreement

**Notes on standard form of agreement.(The Agreement should incorporate any corrections or modifications to Bid resulting from corrections of errors (Instructions to bidders, Clause 26))**

### STANDARD FORM : AGREEMENT

#### AGREEMENT

This agreement, made the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_,  
between \_\_\_\_\_ [name and address of Employer]  
(hereinafter called "the Employer") of the one part, and \_\_\_\_\_

\_\_\_\_\_ [name and address of Contractor] (hereinafter called "the Contractor" of  
the other part).

Whereas the Employer is desirous that the Contractor execute \_\_\_\_\_

\_\_\_\_\_ [name and identification number of  
Contract](hereinafter called "the Works") and the Employer has accepted the Bid by the Contractor for  
the execution and completion of such Works and the remedying of any defects therein at a cost of  
Rupees \_\_\_\_\_

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works and remedy and defects therein in conformity in all aspects the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construct as part of this Agreement , Viz:-

- i) Letter of Acceptance;
- ii) Notice to Proceed with works;
- iii) Contractor's Bid;
- iv) Contract Data;
- v) Special Conditions of Contract and General Conditions of Contract;
- vi) Specifications
- vii) Drawings;
- viii) Bill of Quantities ; and
- ix) Any other documents listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of

---

was hereunto affixed in the presence of:

signed, Sealed and Delivered by the Said

---

---

\_\_\_\_\_

in the presence of:

Binding Signature of Employer

---

Binding Signature of Contractor

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## IMPORTANT INSTRUCTIONS FOR BIDDERS

1. Bidders are advised to scan their documents on 100 dpi with Black & White option
2. Bidders are advised to download Bid Submission manual for the help of Bid Submission process from the “Downloads” option as well as from “Bidders Manual Kit” on home page of <https://cujammu.euniwizarde.com/>
3. Bidders are advised not to make any change in **BOQ (Bill of Quantity)** contents or its name. In no case they should attempt to create similar BOQ manually. The BOQ downloads from the site should be used for filling the rates and it should be saved with same name.
4. Bidders are required to quote net rate inclusive of all including GST, 1% Labour Cess etc. in **BOQ (xls)** format
5. Bidders are advised to use “My Documents” area in their user on the Central University of Jammu e-Tendering portal (<https://cujammu.euniwizarde.com/>) to store their documents which are used in all Tenders like GST certificate etc and attach these certificates as Non Statutory documents while submitting their bids
6. During scrutiny of the Technical Bids system generated e-Mails confirming acceptance of bid are to be ignored.
7. The Bid i.e Technical Bid as well as Financial Bid is to be submitted online on web portal <https://cujammu.euniwizarde.com/>. However, the firms will submit the supporting documents as required to be submitted along with Technical Bid in off-line mode in physical form in the office of the Executive Engineer, Central University of Jammu  
In case supporting documents are to be submitted offline in physical form, then it should be so specified in their Technical Bids & the supporting documents must be deposited in the office of Executive Engineer, Central University of Jammu before date & time of opening of tenders.

**PRICE BID**

Name of work : **Creation of New Prefabricated 03 Nos. of Classroom  
On EPC Mode** at Central University of Jammu Rahya-Suchani (Bagla) Distt. Samba.

Description of work	Qty. as per Drawing and rate as per BOQ based on DSR 2018/Lowest Market Rates	Percentage rates Quoted applicable on all items of BOQ uniformly ( <b>rates quoted shall be inclusive of all taxes, duties and GST etc.</b> ) (Above/Below/At Par)	
		In figures	In words
Creation of New Prefabricated 03 Nos. of Classrooms On EPC Mode at Central University of Jammu Rahya-Suchani (Bagla) Distt. Samba.	As per BOQ		