Sher-e-Kashmir
University of Agricultural Sciences & Technology of Kashmir
Estates Wing, Shalimar Campus – 190 025

****

STANDARD BIDDING DOCUMENT (Two-Cover System)

for

Construction of Hostel at MLRI Manasbal, SKUAST-K (CAPEX).

SCOPE: **STRUCTURAL, ARCHITECTURAL, PLUMBING**

DLP: **12 Months after Handover/Takeover**

E-NIT No. 72 of 2026-27 dated: 29.10.2026

TABLE OF CONTENTS

S.No.	*Reference to Instruction*	*Page No.*
	Notice Inviting e-Tenders	*3 – 6*
A	**General**	
1.	Definitions	
2.	Scope of Bid	
3.	Source of funds	
4.	Eligibility Criteria	
5.	Cost of Bidding	
6.	Site Visit	
B	**Bidding Document**	
1.	Contents of Bidding document	
2.	Clarification of Bidding document	
3.	Amendment of Bidding document	
C	**Preparation of Bid Document**	
1.	Language of Bid Document	
2.	Bid price	
3.	Currencies of Bid	*7 – 14*
4.	Bid validity	
5.	Performance security	
6.	Alternative proposal by a bidder	
D	**Bid Opening & Evaluation**	
1.	Bid opening	
2.	Process to be confidential	
3.	Clarification of bids	
4.	Examination of Bids and Determination of Responsiveness	
5.	Evaluation and Comparison of Technical &Financial Bid	
E	**Notification of Award& Signing of Contract**	
1.	Verification of original documents	
2.	Letter of Award	
3.	Performance security.	
4.	Signing of Contract	
5.	Publication of Tender Result	
F	**General Conditions of Contract**	*15 – 24*
G	**Annexures**	
	Letter of Bid (Technical)	*25- 26*
	Letter of Bid (Financial)	*27 – 28*
	Qualification Information (Technical Bid Format)	*29 – 30*

Sher-e-Kashmir University of Agricultural Sciences &Technology of Kashmir
Estates Wing, Main Campus Shalimar – 190 025

Notice Inviting e-Tender

E-NIT NO. 72 of 2026-27 **Dated: 29.10.2026**

For and on behalf of Vice-Chancellor, SKUAST(K), e-tenders **(two-cover system)** are invited ***on single percentage basis*** from eligible contractors/firms having executed similar nature of work whose registration is valid up to 31-03-2027 and are registered with State PWD, CPWD, Railways and other State/Central Govt. departments for the following work: -

S.No	Name of the work	Estimated Cost *(Rs. in lakhs)*	Earnest Money *(Rs.)*	Cost of Tender document	Class of Contractor	Time of completion
1.	**Construction of Hostel at MLRI Manasbal, SKUAST-K (CAPEX).**	1075.75	21,51,500/-	20,000/-	A Class	30 months

a) **Position of AAA:** **Accorded**
b) **Position of T.** S: **Accorded**
c) Position of funds: **Available**

1. The Bidding document consisting of qualifying information, eligibility criteria, specifications, set of terms and conditions and other details can be downloaded from the departmental website www.jktenders.gov.in as per following schedule:-

1.	Date of issue of Tender Notice	29.10.2026
2.	Date of start of downloading	29.10.2026
3.	Pre-bid meeting date	NA
4.	Bid submission start Date	04.11.2026
5.	Bid submission end date	21.11.2026
6.	Date & Time of opening of Technical bid (online)	23.11.2026 (12. 00 P.M)
8.	Date & Time of opening of Financial bid of qualifying bidders (online)	27.11.2026

2. Each Bid must be accompanied with the proof of Earnest Money @ 2% of advertised cost in the shape of CDR/TDR/FDR/BG pledged to Assistant Comptroller, Estates SKUAST-K at the time of bidding and the scanned copy of the same be uploaded with the technical bid while tendering for the work, failing which tender of the defaulter shall be rejected.

3. Each Bid must be accompanied with proof of cost of Tender document fee to be deposited in the official **A/C Number 0242040100003481** in favour of Assistant Comptroller, Estates SKUAST-K and the folio of the Pay-in-Slip or the ID Number of M-Pay, if any, be uploaded while tendering for the work, failing which tender of the defaulter shall not be entertained.

4. Financial Bids of those bidders who qualify technical bidding will be opened online on the website www.jktenders.gov.in in the office of Estates Officer SKUAST-K Shalimar Campus (Tender receiving authority) as per the schedule.

5. The successful bidder shall be intimated to deposit the original hard copies of all required and relevant documents as mentioned in this tender document, within 03 days of the opening of financial bid.

6. The bids for the work shall remain valid for a period of 120 days from the date of opening of financial bids.

7. The bidder is advised to visit the site of work at his own expense and obtain all information that may be necessary for preparing the quotation.

8. **Agreement: -** ***The successful bidder shall execute an agreement with the University within the time mentioned in this tender document after fixation of contract, failing which no payment shall be authorized.***

9. **Instructions to bidders: -**
    a. 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.
    b. 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.
    c. The bidder has to submit his bid online in electronic format with digital signature. No bid will be accepted in physical form.
    d. Bids will be opened online as per time schedule mentioned in Para-1.
    e. Bidders must ensure uploading scanned copy of all necessary documents with the financial bid including folio of the Pay-in-Slip/ID Number of M.Pay.

Note:- Scan all the documents on 100dpi with black and white option.

10. **Price escalation and Taxes:** Price escalation, whatsoever, shall not be allowed in any case. Deduction on account of taxes as applicable shall be made from the bills of the contractor on gross amount of the bill as per the rates prevailing at the time of deduction.

11. Bidders are advised to use **'My Document'** area in their use on JK tenders e-tendering portal to store such documents as are required.

12. The documents to be submitted with the Technical bid shall include:
    a. Copies of original documents defining constitution/legal status/place of registration and principal place of Business with latest renewal.
    b. Valid GST& PAN Number along with latest acknowledgement receipt of GST return.
    c. Scanned copy of CDR/FDR/TDR/BG (Earnest Money) from any scheduled or nationalized bank.
    d. Scanned copy of folio of the Pay-in-Slip or ID No. of M-Pay, if any, (cost of tender document) for downloading of tender document.
    e. Scanned copy of Turn Over, similar nature of work/s *during the last five financial years*.
    f. The contractor shall upload his complete address, Mobile No. and Email address along with the bid.
    g. Information as per Technical / Financial Evaluation Sheet and Qualification Information given with this tender document.
    h. Scanned copy of all other necessary documents mentioned in the S B D

16.01 Self-attested Affidavit on stamp paper to the extent that: -

i. The bidder would be able to invest a minimum of 25% of contract value before billing for his work-done, if allotted the contract of this work under rules.

j. Information regarding any litigation current or during the last five years, in which the bidder is involved, the parties concerned and disputed amount.

k. The bidder is not black-listed/debarred by any Govt. or Semi-Govt. Department for participation in tendering.

l. The information submitted by the bidder with his bid is correct and absolute, not subject to any variation/change.

13. **Performance Security: The successful bidder** ***shall deposit performance security @ 5% of his offered cost in the shape of CDR/FDR/TDR/BG pledged to Assistant Comptroller, Estates SKUAST-Kashmir before issuance of formal allotment of work. Performance security thus deposited shall be released after successful completion of the DLP. His EMD shall be released on the receipt and verification, if any, of the performance security.***

14. **Abnormally Low Bid Price:**

The additional performance security in case abnormally low bids shall be taken as per the Circular instructions of Finance Deptt. Vide NO. FD-Code/441/2021-02-158 Dated:08.08.2025, which are reproduced as: -

a. Where the bid price is below 10% but not below 20% of the Project Cost put to bid, the additional Performance Guarantee/ Security Percentage shall be incremented by 0.1% for every percentage of bid price below 10% of the project cost put to bid starting at 11% with the additional bid performance guarantee being 0.1% and this additional performance guarantee percentage shall be applied on the bid price.

b. Where the bid price is 20% or more below of the project cost put to bid, the additional performance guarantee percentage shall be incremented by 0.2% for every percentage of bid price below 20% of the project cost put to bid in addition to 1% of the bid price and this additional performance guarantee percentage shall be applied on the bid price.

c. The additional performance security shall be treated as part of the performance security and shell be released after completion of DLP

15. **Clearance of Site: -** On completion of contract the contractor shall be responsible to remove all debris etc. and restore all work in its original position.

16. **Defect Liability Period**: - The DLP shall be calculated from the date of certified completion of work and period shall be 12 months.

17. **Retention Money**: - Retention Money will be realized by deduction from the running bills @ 8% of the value of work done as certified by the Engineer In charge from time to time and shall be released after successful Completion of the work both physically and financially.

18. Any typographical error if found in the Bill of Quantities (BOQ), shall be allowed/corrected as per original estimate/book of specifications/schedule of rates.

19. Any Contractors having poor performance in any SKUAST-K work/s, his financial bid shall be opened or not considered at the discretion of Tender Opening Committee, Estates Wing.

20. If any dispute arises between the Contractor/s and the University, the decision of the Vice-Chancellor of SKUAST-K shall be final and binding upon the parties.

21. Tender Opening Committee of Estates SKUAST-K reserves the right to accept or reject any or all tender/s without assigning any reason thereof.

22. **As per University Order No. 11 (Acad.) of 2026 dated 23.02.2026, "contractors shall be charged @ Rs.5000/- for the work (above Rs. 5.00 Lakh)" in all tenders related to the Upgradation of Campus Development cell to "Green Campus & Waste Management Cell" at SKUAST-K, Shalimar Campus.**

Sd/-
Estates Officer
SKUAST-K

No. Au/Estates/e-NIT(72)/796-805
Dated: 29.10.2026

Copy for information to: -

1. Director, (Planning & Monitoring) SKUAST Kashmir
2. Executive Engineer, SKUAST-Kashmir.
3. Assistant Executive Engineer, Electric SKUAST-Kashmir.
4. Assistant Executive Engineer, Civil SKUAST- Kashmir
5. Deputy Comptroller Estates SKUAST- Kashmir
6. Secretary to Vice-Chancellor for information of Hon'ble Vice-Chancellor
7. Drawing Branch, Estates SKUAST Kashmir
8. I/C ARIS Shalimar for up-loading the tender notice on University website
9. Notice Board
10. Office file

A GENERAL:

1. DEFINITIONS: -

In constituting the terms and conditions of this tender document or of the documents forming part thereof, unless the context otherwise requires, the following words and expressions shall have the meanings hereinafter assigned to them:

Term/Expression		Definition
a) Vice-Chancellor	:	The Vice-Chancellor, Sher-e-Kashmir University of Agricultural Sciences & Technology of Kashmir at Shalimar, Srinagar (J&K)
b) Estates Officer	:	Estates Officer, SKUAST-Kashmir Shalimar, Srinagar (J&K)
c) Executive Engineer	:	Executive Engineer, SKUAST-Kashmir Shalimar, Srinagar (J&K)
d) Engineer In charge	:	A Civil/Electric Engineer or Consultant appointed from time to time by the Estates Officer/Executive Engineer to perform the duties as set forth in connection with this contract.
e) Department	:	Sher-e-Kashmir University of Agricultural Sciences & Technology of Kashmir at Shalimar, Srinagar (J&K)
f) P.W.D	:	Public Works Department of the UT of Jammu & Kashmir
g) Contractor	:	The Bidder whose bid has been accepted by SKUAST-Kashmir and who is authorized to enter into agreement with the University for execution and completion of the work/s tendered for by him.
h) Works	:	All works to be executed by the successful Contractor/bidder in accordance with the drawings, designs, plans and specifications described in this contract document.
i) Site	:	The buildings and other places on/under/in or through which the works are to be executed or carried out for the purpose of this Contract Document.
j) Drawings	:	The drawings referred to in the specifications and any modifications of such drawings approved in writing by the Consultant with the consent of the Estates Officer/Executive Engineer and such other drawings as may from time to time be furnished in writing by the Consultant with the approval of Estates Officer.
k) Notice in writing	:	A Notice or a communication in writing, typed, hand-written or printed sent either under registered post or ordinary post to the last known private or business address of or delivered personally by hand to the Contractor/bidder.

l) Virtual Completion : Completion of work in all respects and handing over the whole work to SKUAST-Kashmir under this contract and the work is in the opinion of Estates Officer/Executive Engineer fit for use, taken over by the University after removal of scaffolding, plants, surplus materials and rubbish and cleaning of dirt from works and site including texting, etc.

Words importing the singular only also include the plural and vice-versa.

The marginal headings and notes shall not be deemed to be the part of this contract or taken into consideration in the interpretation or construction of this Contract.

2. SCOPE OF BID

The work covered under this tender comprises of **"Construction of Hostel at MLRI Manasbal, SKUAST-K (CAPEX)."** strictly in accordance with specifications, designs, plans and drawings approved for the work.

The actual location of site within the campus for the execution of work shall be decided by Vice-Chancellor/Estates Officer/Executive Engineer SKUAST-Kashmir.

In case any modification is warranted in the works according to the assessment of the Contractor before or during execution of the work, which the Vice-Chancellor/Estates Officer/Executive Engineer approves, then such modifications shall be carried out by the Contractor and time thus consumed in the modification of the design shall be allowed but such extension in time shall not entitle the Contractor for any increase in the rate approved or to any other compensation whatsoever.

The date of commencement of works under this contract shall be reckoned within seven days of issuance of the Letter of Intent or Allotment Order.

If the Vice-Chancellor/Estates Officer/Executive Engineer at any time during execution of work is of the opinion that the progress of work will or may not match or keep pace with, due to natural (uncontrolled) reasons, the schedule of programme as approved, the Contractor shall promptly submit for the approval of the Vice-Chancellor/Estates Officer/Executive Engineer a revised time schedule setting out operations, methods and added equipment, the number of labour and working shifts so that the time cost is made up.

Time being the essence of the Contract, the work under this contract shall be completed within a period of 30 **(Thirty) months** from the date of start of work.

The completion schedule is subject to the operation of the Force Majeure Clause which for the purpose of this contract is defined as acts of God, civil commotion, sabotage, fires, floods, earthquakes, explosions or other catastrophes, epidemics, quarantines, restrictions, strikes and other labour troubles, transportation delays beyond the control of the contractor for which only extension in time considered reasonable by the university shall be granted and the Contractor shall have no claim for compensation or increase in rates, etc. or shortages for restoring damages to works, plant and material.

3. SOURCE OF FUNDS

The project is funded by the J& K Govt through CAPEX Budget. Funds shall be released against work-done billing on BEAMS portal. Budget Estimation, Allocation & Monitoring System (BEAMS) is an online computerised system to distribute the budget and to authorize expenditure.

4. ELIGIBILITY CRITERIA

This Bid is open to all Bidders as mentioned in the E-NIT-- Individual as well as Partnership firm. If the bidder is a firm, it should be registered under Registration of Firms (Section 58 of Indian Partnership Act 1932).

1. To qualify for Contract for which bids are invited in the Notice Inviting Tender, the bidder must demonstrate having work experience, financial capability and resources sufficient to meet the aggregate of the qualifying criteria. Failure to produce the certificates and documents shall make the bid non-responsive.
2. JVs or any other arrangement other than sole bidder is not allowed. Experience and resources of proposed sub-contractor, if any shall not be taken into account in determining the bidder's compliance with the qualifying criteria.
3. **Joint venture bidding is allowed for the works costing Rs.15.00 Crores and above in J&KUT.**
4. The intending bidder should be a well-established and experienced agency specialized in similar/related building works.
5. The bidder should have satisfactorily completed or substantially completed **one similar nature of work of 80% value**, two **similar works of 50% value** each or **three similar works of 40% value each** of the estimated cost of this work during the last 05 financial years. (self-attested completion/substantially-completion certificate/s to be attached).
6. Substantial completion shall be based on 80 (eighty) percent (value-wise) or more works completed under the contract. for contracts under which the applicant (bidder) participated as a joint venture member, only the applicant's share, by value, shall be considered to meet this requirement. For arriving at cost of similar work, the value of work executed shall be brought to current costing level by enhancing the actual value of work at simple rate of seven percent (7%) per financial year, as per SBD.
7. The bidder should be registered under Registration of Firms (Section 58 of Indian Partnership Act 1932) if the bidder is a firm.
8. Similar works would mean building work/s to include all civil works of the Universities, Educational/Research Institute/organization of National/International repute.
9. **Annual Turnover**

   The applicant should have achieved minimum annual value of general construction work (as certified by Chartered Accountant, and at least 50(fifty) percent of which is from Engineering (Civil/ Electrical/ Mechanical as relevant to the work being procured) construction works) carried out in any of the year over a stated period (normally five to seven years, ending 31st March of previous year), calculated by applying an appropriate multiplier to the projected annual construction expenditure on the subject contract. The multiplier of 2 may be used, but for very large contracts should not be less than 1.5.

10. *All works related to placing and laying of concrete shall be carried out by mobile batching plant only and as and when required, concrete pumps shall be used for transporting of the concrete. However, the list of the machinery is not exhaustive and based on the site requirement. The contractor shall furnish necessary machines/tools for smooth execution of the work "fit for purpose" without any additional financial Implication to SKUAST-Kashmir. The machinery must*

be owned by the Bidder for which following documents be submitted online without fail.

In case the machinery is taken on lease, the bidder shall submit an affidavit from the owner of the batching plant confirming the availability of the machinery for the entire duration of the work.

- *Proof of ownership (e.g. purchase invoice, certificate of title)*
- *Machinery specifications (e.g., model, serial number, capacity)*
- *Maintenance records*
- *Insurance certificates*
- *Any other relevant documentation*

11. Notarized Affidavit on Rs 100 stamp paper mentioning that:
    - The bidder is able to invest a minimum of 25% of contract value of this work.
    - Information regarding any litigation current or during the last five years, in which the bidder is involved, the parties concerned and disputed amount.
    - The bidder has not been black-listed/debarred by any Govt. Organization, PSU, Research/Education Institute for participation in tendering.
    - The information submitted by the bidder in his bid is correct & absolute not subject to any variation/change.
12. The intending bidder should be profit making agency/company during the past 5 years.
13. The intending bidder should be of a sound financial background. The bidder should produce a certificate to this effect duly issued by his banker as per Qualification Format
14. Bidder/s shall ensure submission of qualification bid as per given format with relevant documents.
15. The bidder should have facility of capable engineering staff to be deployed at the site of work during execution for proper supervision.

5. COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of his bid and SKUAST-Kashmir shall in no case be responsible or liable for those costs. Besides, each bidder has to pay document fee of Rs. 20,000/- as per the details given in the tender notice. *No exemption, whatsoever, shall be entertained on this account.*

6. SITE VISIT

The Bidder can visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid. The costs of visiting the Site shall be at the Bidder's own expense.

B. BIDDING DOCUMENT

1. CONTENTS OF BIDDING DOCUMENT

i) Table of Contents
ii) General Conditions of the Contract
iii) Bill of Quantities
iv) Drawings

The bid document is available online on the website http://www.jktenders.gov.in. The bid document can be downloaded free of cost, however, the submission of bid on-line is subject to payment of document fee Rs. 20,000/- as per the details given in the tender notice.

The Bidder is advised to go through all given instructions and terms of reference before bidding for the instant work. Failure to comply with the requirements of bid submission will be at the bidder's own risk. Bids which are not substantially responsive to the requirements of the bidding document shall be summarily rejected.

2. CLARIFICATION OF BIDDING DOCUMENT

The electronic bidding system provides for online clarification. A prospective bidder requiring any clarification of the bidding document may notify online the authority inviting the bid. The authority inviting the bid will respond to any request(s) for clarification received during the validity period of bid-submission and the response of the authority inviting the bid will be uploaded for information of the public or other bidders without identifying the source of request for clarification. The authority inviting the bid shall not be liable to response for the clarification, if any, received after bi-submission end date.

3. AMENDMENT OF BIDDING DOCUMENT

Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing online corrigendum. The corrigendum will appear on the web page of the website **www.jktenders.gov.in** under the "Latest Corrigendum" and e-mail notification is also automatically sent to those bidders who have moved this tender to their "My tenders" area.

Any addendum thus issued shall be part of the bidding document and shall be deemed to have been communicated to all the bidders who have moved this tender to their "My Tenders" area. In case of any addendum/Corrigendum, the system will automatically send e-mail to all bidders who have downloaded the bidding document.

To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer, if felt necessary, shall extend the deadline for submission of bids, in accordance with essence of such addendum.

C. PREPARATION OF BID DOCUMENT

1. LANGUAGE OF BID DOCUMENT

All documents related to this Bid shall be in English Language only.

The bid to be uploaded by the bidder shall be uploaded in two separate titles—one Technical Bid and the other Financial Bid. **"Technical Bid"** shallcomprise :

i) Qualification Information and supporting documents as specified in SBD.
ii) Certificates, undertaking, affidavits in SBD.
iii) Any other information as per e-NIT and SBD.

Financial Bid to form Part II shall comprise 'Cost offer (in single percentage) for the tendered work to include all prices till completion of the project in all respects along with DLP cost.

2. BID PRICE

The bid shall be for the whole works till completion of the project in all respects taken alongwith the Defects Liability Period. All duties, taxes and other levies payable by the Bidder under this contract and any other charges, whatsoever, till completion of DLP shall form Bid-Price without keeping any room for extra charges over and above the Bid-Price.

Bid-Price of the Bidder shall be absolute and fixed, not subject to any change and/or adjustment on any account during contract including DLP.

3. CURRENCIES OF BID

Bid-Price and Payment against work-done shall be in Indian Rupees entirely.

4. BID VALIDITY

Bids shall remain valid for a period not less than 120 days (One hundred twenty days) from the date of opening of Financial bid as specified in the e-NIT.

In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' response/s shall be made in writing or by cable. A bidder agreeing to the request will not be required or permitted to modify his bid. However, Bid evaluation will be based on the bid prices without taking into consideration the extension in validity period of the bid.

5. PERFORMANCE SECURITY

The successful bidder, once conveyed Letter of Acceptance (LoA) for execution of this contract, shall be liable to deposit **performance security @ 5% of his offered price (Bid Price)** in the shape of CDR/FDR/TDR/BG pledged to Assistant Comptroller, Estates SKUAST-Kashmir. Performance Security thus deposited shall be released to the contractor after successful completion of the work, duly certified by the Executive Engineer, SKUAST-Kashmir. However, his EMD shall be released after the receipt and verification, if any, of the performance security.

6. ALTERNATIVE PROPOSAL BY A BIDDER

The bidder is liable to tender for this work as per the requirements and guidelines of SKUAST-Kashmir and he shall not submit alternative proposal of his own, unless otherwise asked for the same by the Employer in writing elucidating the need and urgency of such alteration.

D. BID OPENING & EVALUATION

1. BID OPENING

Bids received shall be opened online at the specified date and time given in the e-NIT. If the office is closed on the specified date of opening of the bids, the opening shall be done on the next working day at the same time.

2. PROCESS TO BE CONFIDENTIAL

The Tender Document and associated correspondence are subject to copyright laws and shall always remain the property of SKUAST-Kashmir and must not be shared with third parties or reproduced, whether in whole or part, without the Employer's prior written consent.

However, a Bidder may share these with his employees, subcontractor(s) to prepare and submit his bid.

This condition shall also apply to bidders who are not awarded a contract in the process.

The obligation of the Bidders under this clause, however, shall not apply to information that:

- now or hereafter is or enters the public domain through no fault of Bidder;
- is legally possessed by Bidder at the relevant time and was not previously obtained, directly or indirectly, from SKUAST-Kashmir; or
- otherwise lawfully becomes available to Bidder from a third party that has no obligation of confidentiality.

The provisions of this clause shall survive completion or termination for whatever reason of the Tender Process or the contract respectively.

3. CLARIFICATION OF BIDS

1) During the evaluation of Technical or Financial Bid, SKUAST-Kashmir may, at its discretion, but without any obligation to do so, ask a Bidder to clarify his bid by a specified date. The Bidder should answer the clarification within that specified date (or, if not specified, 3 days from the date of receipt of such request). The request for clarification shall be submitted in writing or electronically, and no change in prices or substance of the bid shall be sought, offered, or permitted that may grant any undue advantage to such bidder.

2) If discrepancies exist between the uploaded scanned copies and the Originals submitted by a bidder, the original copy's text, etc., shall prevail. Any substantive discrepancy shall be construed as a violation of the Code of Integrity, and the bid shall be liable to be rejected as nonresponsive in addition to other punitive actions under the Tender Document for violation of the Code of Conduct.

4. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

From the time of bid submission to awarding the contract, no Bidder shall contact SKUAST-Kashmir on any matter relating to the submitted bid. If a Bidder needs to contact SKUAST-Kashmir for any reason relating to this tender and/or his bid, he should do so only in writing or electronically. Any effort by a Bidder to influence the Department during the processing of bids, evaluation, bid comparison or award decisions shall be construed as a violation of the Code of Integrity, and bid shall be liable to be rejected as non-responsive in addition to other punitive actions for violation of Code of Integrity as per the Tender Document.

A substantively responsive bid is complete and conforms to the Tender Document's essential terms, conditions, and requirements, without substantive deviation, reservation, or infirmity.

Only substantively responsive bids shall be considered for further evaluation.

The following are some of the crucial aspects for which a bid shall be declared as non-responsive and thus rejected:

1) The bid is not in the prescribed format or is not submitted as per the stipulations in the Tender Document.
2) EMD (Earnest Money Deposit) has not been provided.
3) Bidder is not eligible to participate in the bid as per laid down eligibility criteria;
4) Bidder has quoted conditional bids or more than one bid or alternative bids without explicit permission from the Employer in writing.
5) The bid departs from the essential requirements stipulated in the bidding document;
6) Submission of illegible scanned copies of stipulated documents/declarations

5. EVALUATION AND COMPARISON OF TECHNICAL & FINANCIAL BIDS

5 (a) Evaluation of Technical Bids

Only substantively responsive bids shall be evaluated for techno-commercial evaluation. In evaluating the **Technical Bids**, conformity to the eligibility/ qualification criteria, technical specifications, and Quality Assurance to those in the Tender Document is ascertained. Additional factors incorporated in the Tender Document shall also be considered in the manner indicated therein. Bids with substantive deviations from set requirements in this tender document shall be rejected as non-responsive. SKUAST-Kashmir reserves its right to consider and allow minor deviations in technical Conditions as per given format.

Tenders that do not meet the required eligibility criteria as prescribed shall be rejected as non-responsive.

SKUAST-Kashmir shall determine, to its satisfaction, whether the Bidders are qualified and capable in all respects to perform the contract satisfactorily. This determination shall, inter-alia, consider the Bidder's Experience/Past Performance, and Financial Capabilities; for satisfying all requirements incorporated in the Tender Document. The determination shall not consider the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.

5 (b) Evaluation of Financial Bids

Bids that succeed in the above technical evaluation shall be considered for financial evaluation. The list of such technically suitable bidders shall be communicated on-line and the process of opening of financial bids of qualified bidders shall take place as per given schedule.

Complete in all respects and unconditional financial bid shall be considered for evaluation by the Tender Opening Committee, Estates Division SKUAST-Kashmir.

The comparison of the responsive Bids shall be on total outgo from the pocket of SKUAST-Kashmir, to be paid to the contractor or any third party, including all elements of costs as per the terms of the proposed contract, duly delivered, completed in all respects, etc. including all taxes, duties, levies, and/or extra charges whatsoever.

E. NOTIFICATION OF AWARD AND SIGNING OF CONTRACT

SKUAST-Kashmir shall award the contract to the Bidder whose bid is Techno-commercially suitable and bid price is lowest and reasonable.

1. Verification of Original Documents

Before issuing a Letter of Award (LoA) to the successful Bidder(s), SKUAST-Kashmir may, at its discretion, ask Bidder to submit for verification the originals of all such documents whose scanned copies were submitted online along with the Technical bid. If so decided, the photocopies of such self-certified documents shall be verified and signed by the competent officer and kept in the records as part of the contract agreement. If the Bidder fails to provide such originals or in case of substantive discrepancies in such documents, it shall be construed as a violation of the Code of Integrity. Such bid shall be liable to be rejected as nonresponsive in addition to other punitive actions under rules.

2. Letter of Award (LoA)

The Bidder, whose bid has been accepted and documents verified (at the discretion of SKUAST-Kashmir), shall be notified of the award before the expiry of the bid validity period by written or electronic means. This notification (hereinafter called the "Letter of Award - LoA") shall state the sum (hereinafter called the "Contract Price") that the University shall pay the contractor in consideration of delivery of Services and execution of the contract. The Letter of Award (LoA) shall constitute the legal document of the contract, subject only to the furnishing of performance security by the bidder as per the T&C of this tender document.

3. Performance Security

1) Within 14 days (or any other period stipulated in the LoA) of receipt of the Letter of Award (LoA, or the contract if LoA has been skipped), performance Security as per details in the e-NIT shall be submitted by the contractor in the shape of CDR/FDR/TDR/BG pledged to Assistant Comptroller Estates SKUAST-Kashmir @ 5% of his bid-price.
2) If the contractor, having been called upon by SKUAST-Kashmir to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the Department at its discretion to annul the award and enforce forfeiture of the contractor's EMD, besides taking any other administrative punitive action like 'Removal from List of Registered Bidders' etc.

4. Signing of Contract

1) Within seven working days of receiving performance security, SKUAST-Kashmir shall send formal Allotment of Contract duly completed and signed, by registered/ speed post or by suitable digital means to the successful Bidder.
2) The contract shall be taken to be legally effective from the date of signing Letter of Acceptance (LoA) by Estates Officer, SKUAST-Kashmir.

5. Publication of Tender Result

The name and address of the successful Bidder(s) receiving the contract(s) shall be published in the Portal and notice board/ bulletin/website of SKUAST-Kashmir.

F. GENERAL CONDITIONS OF CONTRACT

1. PENALTY FOR DELAY

The works shall throughout the stipulated period of the contract be proceeded with expedition and diligence and the contractor shall be liable to pay to the University an amount as the Vice-Chancellor/Estates Officer/Executive Engineer whose decision in writing in this behalf shall be final may decide, for every day on which the work remains un-commenced, delayed or unfinished after the specified dates for various stages of the work under contract.

2. DEFAULT

In the event of failure or default on the part of the Contractor to fulfil any of the terms and conditions of the contract, including delay in completion of the works, the Vice-Chancellor/ Estates Officer/Executive Engineer shall in addition to the penalty provided for here-in-above and without prejudice to the remedies available to the University under any law for the time being in force, be competent to adopt all or any of the following courses:

a) Rescind the Contract (of which rescission notice in writing of 10 days duration to the contractor under the hand of the Vice-Chancellor/Estates Officer/Executive Engineer shall be conclusive evidence) and in which case the performance security of the contractor shall be forfeited and be at the disposal of the University, and/or
b) Employ labour and supply materials to carry out the works, or any part of the work, debiting the Contractor with the cost of the labour and the price of the materials (certificate of the Estates Officer/Executive Engineer in respect of cost of materials and wages of labour shall be final and conclusive against the Contractor) and crediting him with the value of work done, in the same manner and at the same rates as it has been carried out by the Contractor under the terms of this contract. The certificate of the Vice-Chancellor/Estates Officer/ Executive Engineer as to the value of the work done shall be final and conclusive against the Contractor, and/or
c) Measure up the work executed by the Contractor and to take such part thereof as shall be unexecuted out of his hands and to give it to another Contractor for completion in which case expenses incurred in excess of the sum which would have been paid to the Contractor, if the whole work were executed by him, (the certificate, in writing, of the Vice-Chancellor/Estates Officer/Executive Engineer in respect of the excess amounts involved shall be final and conclusive) shall be borne and paid by the Contractor or may be deducted from any money due to him from University under this contract or otherwise, or from his performance security deposit, and/or
d) Impose and recover such penalty as may be determined by the Vice-Chancellor/Estates Officer/Executive Engineer in addition to the forfeiture of performance security deposit.

In the event of any of the courses being adopted by the **Vice-Chancellor/Estates Officer/Executive Engineer**, the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or prepared any material/equipment or entered into engagements or paid any advance on account of, or with a view to the execution of the works. In case the contract is rescinded under the aforesaid provisions, the contractor shall not be entitled to recover or be paid any sum for any work actually performed under this contract, unless and until the **Vice-Chancellor/Estates Officer/Executive Engineer** has certified in writing regarding the quantum of performance of such work and the value payable in respect thereof.

In the event of the **Vice-Chancellor/Estates Officer/Executive Engineer** putting in force any of the powers (a) to (d) vested in him under the preceding clauses he may, if so desired, take possession or order to take possession of any materials, tools, plant, stores, etc. lying in or upon the works, or the site thereof belonging to the Contractor or procured by him and intended to be used for the execution of the works or any part thereof paying or allowing for the same at the contract rates, to be certified by the Estates Officer whose certificate thereof, shall be final. The Estates Officer may by notice in writing to the Contractor or his representative require him to remove such tools, plants, materials or stores from the premises (within a time specified in such notice) and in the event of Contractor's failure to comply with any such orders, the Vice-Chancellor/Estates Officer/Executive Engineer may cause to remove them at the Contractor's expense or sell them by auction or private sale. The certificate of the **Vice-Chancellor/Estates Officer/Executive Engineer** in respect of expenses incurred or the amount debitable to the Contractor on account of any such sale shall be final, conclusive and binding on the Contractor.

3. DEFECTS LIABILITY PERIOD

In or during a period of 12 months (which shall be considered as the Defects Liability Period) from the date of the virtual completion and handing over of the works, if any defect is found in the works or in any part thereof which may have been caused by bad workmanship, use of inferior materials or otherwise or if in the opinion of the Vice-Chancellor/Estates Officer/Executive Engineer/Engineer-in-Charge any repairs are required to be made in any work done, the Contractor shall be liable to remove the defects or make repairs good at his own cost and expense within a period of 30 (thirty) days of the issue of notice from the Engineer-in-Charge. In the event of failure on the part of the Contractor to remove these defects or make repairs good within the stipulated period, the Engineer-in-Charge may cause the defects removed or repairs made good by any other agency and the cost thereof shall be recoverable from the performance security deposit of or any amounts due to the Contractor. The defects or repairs shall be deemed to have been removed/made when the **Vice-Chancellor/Estates Officer/Executive Engineer/Engineer-in-Charge** certifies that the defects have been removed or the repairs have been made to his entire satisfaction.

4. SETTING OUT

The Contractor shall be responsible for the true and proper setting out of the works and for the correctness of the positions, levels, alignments and dimensions of the works and for the provision and maintenance of all necessary instruments, appliance, labour, etc. in connection therewith.

5. TEMPORARY SUSPENSION OF WORK

The Engineer-in-Charge may suspend the work wholly or in part for such period as he may deem necessary, due to unsuitable weather, or for such other causes as are considered unfavourable for the execution of the work, or for such time as is necessary due to failure of the Contractor to carry out any orders given to him.

6. WORKS TO BE OPEN TO INSPECTION

All works during the course of execution in pursuance of this contract shall at all times be open to the inspection and supervision of the **Vice-Chancellor/Estates Officer/Executive Engineer/Site Engineer** or their representative/s and the Contractor shall afford necessary facilities at all times during the usual working hours and at all other times for which reasonable notice shall be given to the Contractor. The Contractor shall afford facilities and every assistance for inspection, examination and test of the materials and workmanship. Orders given to the Contractor or his agent on spot shall be binding on him. Expenditure involved in this behalf shall be borne by the Contractor.

7. EXAMINATION/INSPECTION BEFORE COVERING UP

No work shall be covered up or put out of view without the approval of the Engineer-in-Charge of the works and the Contractor shall afford full opportunity to him to examine and measure any such work before covering-up. The Contractor shall give notice in writing to the Engineer-in-Charge, whenever any such work/s is or are ready for examination and the Engineer-in-Charge shall without any unreasonable delay attend for the purpose of examining or measuring such work/s.

8. UNCOVERING AND MAKING OPENINGS

The Contractor shall for the purpose of inspection and tests uncover any part or parts of the works as the **Vice-Chancellor/Estates Officer/Executive Engineer/Engineer-in-Charge** may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of the Estates Officer/Executive Engineer/Engineer-in-Charge. All expenditure incurred in this behalf, shall be borne by the Contractor and in case of failure, the same shall be got done by the Department at the cost and expense of the Contractor.

9. INSPECTION AND TESTING OF MATERIAL

Testing of materials supplied by or to the Contractor shall be conducted in presence of the Contractor or his representative at the testing laboratories approved by the Engineer-in-Charge of the works.

Nothing extra will be payable to the Contractor for any such tests.

10. EQUIPMENT AND MATERIALS

The Contractor shall at his own cost procure, supply and transport to site all materials, etc. required for the works and bear all loading and unloading, storage and other incidental charges and taxes payable thereof.

11. REMOVAL OF DEFECTIVE WORK

If any material used in any part of the work is declared defective-in-quality by the **Estates Officer/Executive Engineer/Engineer-in-Charge**, the Contractor shall replace free of charge the same and shall bear the cost of dismantling the defective work and redoing the same.

12. WATER AND POWER ARRANGEMENTS

The Contractor shall make arrangements at his own cost and expense for the supply of water required for works or for the use of his staff and workmen. The expenses for use of electric energy for either to operate any appliance or for any other purpose in connection with the execution of this contract shall be borne by the Contractor.

13. MINIMUM FAIR WAGES PAYABLE TO LABOUR

The Contractor shall pay to labour engaged by him at site wages not less than minimum fair wages fixed under the law for the time being in force in the State. He shall have no claim whatsoever if on account of any local regulations or otherwise he is required to pay wages in excess of minimum wages.

14. WATCH AND WARD OF PLANT/EQUIPMENT/MATERIALS

The Contractor shall provide necessary arrangements with the approval of the Estates Officer/Executive Engineer/Engineer-in-Charge for storage at site in specified areas for all materials such as cement, timber, metals, lime, bricks and ballast and such other materials which are likely to deteriorate due to exposure in the open. The materials shall be stored in such a manner that they are duly protected from damages and are easy for check and count at all times.

The Contractor shall be responsible for the watch and ward of his aforesaid plant/ equipment/ materials. In case of any loss or damage to the said equipment/materials, etc. on any account, the department shall in no case be liable to pay any compensation.

15. DEVIATION FROM SPECIFICATION AND PLANS

No deviation from plans, drawings, design and specifications shall be allowed without permission in writing of the **Vice-Chancellor/Estates Officer/Executive Engineer**. The Contractor shall not take advantage of any errors or discrepancies, occurring in the plants, drawings, designs or specifications but shall report the same and Engineer-in-Charge will make the corrections, if necessary, after prior approval of Estates Officer/Executive Engineer.

16. PROTECTION OF WORKS AND ADJOINING PROPERTY

The Contractor shall be responsible for the care of materials and partially or wholly completed works until the same are taken over by the University duly completed in accordance with the terms of the contract. The Contractor shall make good at his own expenses, any damage which the works may sustain from any cause whatsoever prior to the taking over of the same by the University. He shall also be responsible to make good at his own expenses all damages to the adjacent property, if any occurred due to the acts and negligence of his employees or in the course of execution of work.

17. INSURANCE

The Contractor shall at the time of execution of the agreement insure at his cost the works and keep them insured until the virtual completion and taking over of the works by the university against loss or damage by fire, etc. in an office to be approved by the University in the joint names of the SKUAST(K) and Contractor (the name of the former being placed first in the policy) for the amount of the works done at any stage. The Contractor shall deposit the policy and receipts for the premiums paid by him with the University.

18. CONTRACTORS REPRESENTATIVE

The Contractor shall keep on the site of work during its progress, a competent supervisor who shall be his official representative to whom instructions concerning the works may be given from time to time by the **Estates Officer/Executive Engineer/Engineer-in-Charge** and notices and written orders served by the Estates Officer/Executive Engineer/ Engineer In-charge upon such supervisor shall be deemed to have been served upon the Contractor.

The Contractor shall inform in writing within a fortnight of the execution of the agreement, the name of such official representative on the works.

19. CHARACTER OF WORKMEN AND PERFORMANCE OF EQUIPMENT

The Contractor shall be bound to employ competent and efficient workmen for every kind of work. Any person employed on the works who refuses or neglects to obey the directions of the Estates Officer/Executive Engineer/Engineer-in-Charge or who is considered incompetent to execute any part of the works or is disorderly or who commits trespass upon public or private property in the vicinity of the works shall be dismissed when the Estates Officer so intimates and shall not be re-employed. The labour from outside State shall be employed only with the prior permission in writing of the University.

20. FACILITIES AT SITE

The Contractor shall arrange, construct and maintain at his cost necessary walkways, platforms, ladders, stairways and other facilities of usual and suitable character for all operations of construction and inspection. The Contractor shall arrange, provide and maintain facilities including site office at the site of work to the representatives of the Department who are deputed for the supervision of work.

21. HOUSING ACCOMMODATION AND SANITARY CONVENIENCES

The Contractor shall provide and furnish proper housing accommodation and sanitary conveniences, properly secluded, for the labour engaged on the works and those shall be maintained in a manner that will be inoffensive to the public and in compliance with local sanitary regulations.

22. PATENT AND ROYALTIES

The Contractor under this contract shall indemnify the SKUAST(K) against all claims arising from infringements of patents and royalties, covering tools, machinery, processes, appliances, devices, or materials used in connection with the works and the SKUAST(K) may retain out of the moneys which may be due and become due to the Contractor a sum sufficient to cover all such claims, when and if preferred until the claims are paid or satisfactorily settled.

23. EXTRA WORK, ALTERATIONS, ADDITIONS, OMISSIONS AND VARIATIONS

The Engineer-in-Charge with the approval of **Estates Officer/Executive Engineer** may make any variation in the form, quality and quantity of the works or any part thereof that may in his opinion be necessary or desirable. The Engineer-in-Charge shall be empowered to order to the Contractor to do any of the following:

a) Increase or decrease the quantity of any work included in the contract;

b) Omit any portion of work;

c) Change the character or quality or kind of any such work;

d) Change of levels, lines, positions and dimensions of any part of the works; and

e) Execute additional works of any kind necessary for the completion of the project.

No such variation as aforesaid shall in anyway vitiate or invalidate the contract. The value, if any, of such variation shall be taken into account in ascertaining the amount of the contract price and determined as per original contract. No such variation shall be made by the Contractor of his own without any order in writing of the Engineer-in-Charge.

If at any time after the commencement of the works, the Engineer-in-Charge for any reason whatsoever does not require the whole works as specified in this agreement to be carried out, then he shall give notice in writing, in this behalf to the Contractor who shall not claim any payment or compensation whatsoever. The

Contractor shall not also claim any compensation by reason of any alteration having been made in the original specifications, drawings, designs and instructions which involve any curtailment of the works originally contemplated/ estimated.

24. VALUATION OF EXTRA ITEMS

The Engineer-in-Charge with the approval of Vice-Chancellor/Estates Officer/Executive Engineer shall authorize the Contractor in writing to perform any extra item/s of work or furnish extra materials not covered by the specifications or not included in the BoQ but forming inseparable part of the works under this contract. The Vice-Chancellor/Estates Officer/Executive Engineer shall determine the amount (if any) to be added to or deducted from the approved cost in respect of any extra/additional work done or work omitted by his order. All such works shall be valued at the rates set out in the contract, if in the opinion of the Vice-Chancellor/Estates Officer the same are applicable. If the contract does not contain any rates applicable to the extra or additional work, then reasonable rates as specified hereunder shall be fixed by the Estates Officer.

i) By analysis from the nearest item in the contract.

ii) Items not covered by the above provision shall be paid by analysis based on rates of labour and materials required for the completion of works at market rates, plus 15% (fifteen percent) contractor's profit and overheads. For this purpose, the Contractor shall keep and present in such forms as the Estates Officer shall direct, a correct account of cost together with challans. The rates for these extra items as approved by the Vice-Chancellor/Estates Officer/Executive Engineer shall be final and binding on the Contractor.

25. CLAIMS

i) The Contractor shall send to the Engineer-in-Charge, with a copy to the Vice-Chancellor/Estates Officer/Executive Engineer monthly account statement giving full and detailed particulars of all claims pertaining to any additional expense to which he may be considered entitled on account of extra or additional work ordered in writing by the Engineer-in-Charge which he has executed during the preceding month. No claim for payment for any such work will be entertained unless certified by Engineer-in-Charge and approved by Estates Officer/Executive Engineer.

ii) If the Contractor considers any work ordered in writing to be executed by him to be outside the scope of this contract or any direction or order of the Engineer-in-Charge to be unfair, he shall immediately upon such work being ordered to be executed, ask for instructions or decisions in writing which shall be promptly furnished to him by the Engineer-in-Charge and thereafter he shall proceed with the execution of the works without delay.

26. DEFECTIVE AND BAD WORK

If it shall appear to the Estates Officer/Executive Engineer that any work has been executed with unsound, imperfect or bad workmanship or with materials of any inferior description or that any materials or articles provided by the Contractor for the execution of the works are of a quality inferior to the quality specified, the Contractor shall when directed in writing by the Engineer-in-Charge forthwith rectify with sound and specified materials and workmanship, or re-execute the part of works so specified, as the case may be, or remove the materials or articles specified and provide proper and suitable materials or articles at his own cost, notwithstanding the fact that the same may have been inadvertently passed, certified or paid for

previously. In the event of his failing to do so within the specified period then the Contractor shall be liable to the penalty provided for in this contract and the Vice-Chancellor/Estates Officer/Executive Engineer may cause to rectify or remove and re-execute the work or remove and replace the same, as the case may be, at the risk and cost of the Contractor.

27. DAMAGES TO WORK DURING OR AFTER EXECUTION

If the Contractor or his workers or servants break, deface, injure or destroy any part of the structure or other property in the vicinity of the works belonging to any person in or on which they may be working, such structure, road, road kerbs, embankments, fence enclosure, water pipes, cables, drains, electrical or telephone posts or wires, trees, grass or grassland or cultivated ground contiguous to the premises on which the work or any part of it is being executed, the Contractor shall make the same good at his own cost and in default, the Engineer-in-Charge shall cause the same to be made good and deduct the cost thereof from any sums that may be due to the Contractor under this contract or from his performance security deposit.

28. MATERIALS, PLANTS AND APPLIANCES

The Contractor shall arrange at his cost all materials, plants, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works required for the execution of the works. The Contractor shall also arrange without charge, requisite number of persons with means and materials necessary for the purpose of setting out works, counting, weighing and assisting in the measurement or examination thereof at any time, failing which the same may be arranged by the Engineer-in-Charge at the cost and risk of the Contractor and deduct such expenditure from any money due to the Contractor under this contract or from his performance security deposit or from the sale proceeds of the Contractor's materials or a portion thereof.

29. SUBLETTING

The Contractor shall in no case assign or sublet the works in whole or in part under this contract.

The Contractor may adopt piece work system in respect of supply of materials but he shall be fully responsible to the University for the acts, omissions and commissions of the piece worker and of the person employed either directly or indirectly.

30. RECOVERY OF DUE AMOUNTS

Whenever any claim against the Contractor for the payment of any sum or money arises out of or under this contract, the University shall be entitled to recover such sum by appropriating in part or in whole the performance security of the Contractor or from any sum that may be due to him. Should the aforesaid sums be insufficient to cover the full amount recoverable, the Contractor shall pay to the University on demand the balance remaining due.

31. CLEARANCE OF WORK SITE

The Contractor shall not deposit materials on site which will cause inconvenience to the public or which is in contravention of the orders of the Engineer-in-Charge. The Engineer-in-Charge may require the Contractor to remove any materials, which are considered by him to be a source of danger or inconvenience to the public, or in contravention of his orders may cause them to be removed at the Contractor's cost.

32. **WORKING DRAWINGS**

The Contractor shall prepare detailed working drawings to enable him to fabricate, erect and construct all parts of the works in conformity to the plans and specifications.

33. STOPPAGE OF WORK

If the work is suspended for sometime on account of bad weather, floods, outbreak of fire, or non-availability of materials or tools and plants, etc., or due to any cause beyond the control of the Contractor, no compensation shall be paid to the Contractor on account of the aforesaid reasons but reasonable extension in time shall be granted at the request of the Contractor.

34. LOCAL LAWS AND RULES

The Contractor shall abide by all the rules, regulations and laws of Forest, Game, Revenue, Fisheries and other Departments including Municipalities, Town Area Committees, etc. For any violation, he shall be liable to be dealt with under the relevant laws. No compensation whatsoever on this account shall be payable to the Contractor by the University.

35. EXTENSION IN TIME

If the Contractor shall desire an extension in time for completion of the works on the grounds of his having been unavoidably hindered in its execution or on any reasonable ground certified as such by Engineer-in-Charge, he shall apply to the Vice-Chancellor/Estates Officer/Executive Engineer before 15 days of the date of such extension, giving reasons on account of which he desires such extension and the Vice-Chancellor/Estates Officer shall if in his opinion, which shall be final, on reasonable grounds shown therefore authorize such extension in time as in his opinion is necessary for completion of the work in its entity.

36. KEEPING FOUNDATION AND WORKS FREE FROM WATER

The Contractor shall provide and maintain at his cost and expense electricity or other power driven pump and/or other plant to the satisfaction of the Engineer-in-Charge for keeping the foundation and works free from water, until the works are taken over by the University duly completed. The Contractor shall arrange for the disposal of the water accumulated at the site of works to the satisfaction of Engineer-in-Charge and the authorities concerned.

37. CERTIFICATE OF VIRTUAL COMPLETION

The works shall be deemed to have been duly completed when the Vice-Chancellor/Estates Officer/Executive Engineer certifies in writing that the works have been completed by the Contractor. But no such certificates shall be given nor shall the works be considered to be duly completed until the Contractor removes materials and rubbish and cleans off the dirt from the site and all parts of the structures. If the Contractor fails to comply with the requirements of this clause as to the removal of scaffolding, surplus materials, rubbish and cleaning of dirt on or before the date fixed for the completion of works/handing over, the **Vice-Chancellor/Estates Officer/Executive Engineer** may at the cost and expense of Contractor cause to remove such scaffolding, surplus materials and rubbish and dispose of the same at his discretion. The Contractor shall have no claim in respect of any such removal of scaffolding or surplus materials, etc., as aforesaid except for any sum actually realized by the sale thereof.

38. DECISION OF VICE-CHANCELLOR/ESTATES OFFICER/EXECUTIVE ENGINEER TO BE FINAL

Except where otherwise specified in this contract the decision of the **Vice-Chancellor/Estates Officer/Executive Engineer** shall be final, conclusive and binding upon the Contractor on all questions relating to the meaning of the specifications, deigns, drawings, described in schedules annexed hereto and instructions hereinbefore mentioned and as to the quality of workmanship or materials used for the works.

39. PRICE ESCALATION

No price escalation whatsoever shall be allowed under this contract.

40. ARBITRATION

a) If at any time doubt, question or difference whatsoever, shall arise between the Contractor and the University, upon or in relation to or in connection with this contract, either of the parties may give the other notice in writing of the existence of such doubt, question, dispute or difference and the same shall be referred to **Vice-Chancellor, Sher-e-Kashmir University of Agricultural Sciences & Technology of Kashmir** for nomination of an arbitrator for arbitration under the Jammu & Kashmir Arbitration Act and all rules framed there-under. The decision of the arbitrator thereon shall be final, conclusive and binding upon the parties.

b) The Contractor shall not delay the carrying out the works or any part thereof by reason of any reference to arbitration and shall proceed with the works with due diligence and shall, until the decision of the arbitrator, abide by the decision of the **Vice-Chancellor/Estates Officer/Executive Engineer/Engineer-in-Charge**.

41. JURISDICTION COURT

For any dispute arising out of this contract, the Courts of Jammu & Kashmir at Srinagar only shall have jurisdiction.

42. SITE ORDER BOOK

A site-order book shall be maintained by the Engineer-in-Charge at the site of works in which instructions of the Executive Engineer/Engineer-in-Charge shall be entered and communicated to the Contractor as and when necessary. These orders shall be signed in token of receipt and complied with by the Contractor and nothing shall be written by him in reply. If the Contractor desires to represent any matter entered in the said order books, he may do so by a separate communication.

BID FORM

(on Company Letter-head)

****

Letter of Bid

(Technical)

Bidder's Name_____

[Address and Contact Details]

Bidder's Reference No._____ Date……

To

Estates Officer,
SKUAST-Kashmir,
Shalimar Srinagar (J&K)
India – 190 025

Ref: E-NIT No. 72 of 2026-27 dated: 29.10.2026 for "**Construction of Hostel at MLRI Manasbal, SKUAST-K (CAPEX).**"

Sir,

With reference to your Standard Bidding Document (SBD) for the captioned work issued under endorsement No. Au/Estates/e-NIT(72)/796-805 dt: 29.10.2026, I/We having examined the Bidding Documents and understood their contents, hereby submit my/our BID for the aforesaid Project. The BID is unconditional and unqualified.

1. I/We acknowledge that **SKUAST-Kashmir** (through the Tender Opening Committee, Estates Division for selection of the successful bidder for this project) will be relying on the information provided in the BID and the documents accompanying the BID for selection of the Contractor for the aforesaid Project, and we certify that all information provided in the Bid along-with the supporting documents/Annexure are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the BID are true copies of the respective originals.
2. This statement is made for the express purpose of my/our selection as the Contractor for the instant project viz; "**Construction of Hostel at MLRI Manasbal, SKUAST-K (CAPEX).**"
3. I/We shall make available to **SKUAST-Kashmir** (through Bid-Inviting Authority) any additional information it may find necessary or require to supplement or authenticate the BID.
4. **I/We acknowledge the right of SKUAST-Kashmir (through the Tender Opening Committee, Estates Division for selection of the successful bidder for this project) to reject our BID without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.**
5. I/We declare that:

(a) **I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and**

(b) I/We do not have any conflict of interest in accordance with relevant applicable clauses of the Bidding Document; and

(c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice,

fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any Agreement entered into with the SKUAST-Kashmir or any other public sector enterprise or any government, Central or State; and

(d) I/We hereby certify that no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and

(e) The undertakings given by us alongwith the information in response to Technical Qualification Requirement for the Project are true and correct as on the date of submission of this bid by me/us or under my/our supervision and are also true and correct as on the BID Due Date and I/we shall continue to abide by them.

6. **I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any BID that you may receive nor to invite the Bidders to BID for the Project, without incurring any liability to the Bidders, in accordance with Terms of Reference of this SBD.**

7. I/We believe that I/we satisfy the Threshold Technical Capacity, Net Worth criteria and meet the requirements as specified in the SBD.

8. I/We further certify that no investigation by a regulatory authority is pending either against me/us or against our CEO or any of our managers/employees.

9. I/We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to in the SBD, we shall intimate SKUAST-Kashmir (through Bid Inviting Authority) of the same immediately.

10. **I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.**

In witness thereof, I/we submit this BID under and in accordance with the terms of the SBD.

Yours faithfully,

(Signature with date)

……..

(Name and designation)

Duly authorized to sign bid for and on behalf of……

[name & address of Bidder/Managing Partner)]

Dated on ……. day of …….. [insert date of signing]

Place……[insert place of signing]

BID FORM

(on Company Letter-head)

****

Letter of Bid

(Financial)

Bidder's Name_____

[Address and Contact Details]

Bidder's Reference No._____ Date…….

To

Estates Officer/Chief Engineer,
SKUAST-Kashmir,
Shalimar Srinagar (J&K)
India – 190 025

Ref: E-NIT No. 72 of 2026-27 dated: 29.10.2026 for **"Construction of Hostel at MLRI Manasbal, SKUAST-K (CAPEX)."**

Sir,

With reference to your Standard Bidding Document (SBD) for the captioned work issued under endorsement No. Au/Estates/e-NIT(72)/796-805 dt: 29.10.2026, and subject to my/our selection in the Technical Bidding by Tender Opening Committee, Estates SKUAST-Kashmir, I/We authorize SKUAST-Kashmir (through the said committee) open my/our financial bid (on-line) on scheduled date/time or on any other day/time as subsequently scheduled/published by the bidding Authority.

I/We further declare that:

a. I/We do not have any conflict of interest in accordance with relevant applicable clauses of the Bidding Document;

b. The BID Price has been quoted by me/us after taking into consideration all the terms and conditions stated in the SBD, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.

c. The Bid Price quoted by me/us covers all the costs till successful completion of the project in all respects and DLP (Defects Liability Period). No Price-escalation, whatsoever, shall be claimed on any account during the entire period of execution and Defects Liability Period (DLP).

d. **I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.**

e. In the event of my/our being declared as the Selected Bidder, I/we agree to enter into an Agreement in accordance with the terms and conditions of this SBD.

f. I/ We agree that in the event of my/our being declared as the Selected Bidder we are bound to deposit Performance Security in strict compliance to the terms and conditions of this SBD.

g. I/We agree that except to the extent as expressly set for in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Agreement.

h. **I/We agree and undertake to abide by all the terms and conditions of the S B D .**

In witness thereof, I/we submit this Financial BID under and in accordance with the terms of the SBD.

Yours faithfully,

(Signature with date)

……..

(Name and designation)

Duly authorized to sign bid for and on behalf of……

[name & address of Bidder/Managing Partner)]

Dated on ……. day of …….. [insert date of signing]

Place……[insert place of signing]

QUALIFICATION INFORMATION (Technical Bid Format)

The following information to be filled in by bidders will be used for purposes of qualification of Technical bidding

1	Constitutional or legal status of Bidder: 1.1 Name & style _____ _____ (**Attach self-attested copy)** 1.2 Registration/GST No. _____ _____ (**Attach self-attested copy)**

2. Volume of Work/s performed (in the same name & style) on construction works of a similar nature over the last 05 financial years. Attach self-attested order copy/copies from concerned department/allotting authority:

Project Name	**Name of Employer**	**Description of work**	**Value of contract**	**Allotment No. & Date**	**Completion cost with date of completion**

3. **Reference No. & Date of the notarized Affidavit (on Rs. 100 stamp paper) mentioning as under:**
   a. The bidder is able to invest a minimum of 25% of contract value.
   b. Information regarding any litigation current or during the last five years, in which the bidder is involved, the parties concerned and disputed amount.
   c. The bidder has not been black-listed/debarred by any Govt. Organization, PSU, Research/Education Institute for participation in tendering.

4. **Annual Turnover**

S. No.	Financial Year	Turn Over (Rs. In Lacs)	Reference to Document enclosed	Remarks

5.	**Financial background (E**vidence of access to line(s) of credit facility certified by the Bankers (Not more than 3 months old) **(solvency certificate shall not be entertained)**			
	Reference to Banker's certificate: No._____ Date: _____			
6.	Availability of major equipment proposed for carrying out the works. List all information requested below			
	List of equipments		Condition (New/good/poor) and number available	
7.	Qualification of technical personnel for the contract			
	Position	Name	Qualification	Years of experience
8.	Technical support office available in UT of J&K (Y/N)			
	If yes, full particulars of the office with the details of technical staff:			
9.	The Bidder shall provide preliminary description of the proposed work method and schedule, including drawings and charts, as necessary. The proposed methodology should include programme of construction backed with equipment planning and deployment duly supported with broad calculation and quality assurance procedures alongwith Quality Assurance Plan (QAP), proposed to be adopted justifying their capability of execution and completion of work as per specifications, within stipulated period of completion.			

Note: In the event that pre-qualification of the bids has been undertaken, bids of prequalified bidders only will be considered for financial bidding.