

TENDER DOCUMENTS

FOR

**Interior Whitewashing and other
Miscellaneous works at Central Library
Building, Jamia Hamdard Campus**

**JAMIA HAMDAD HAMDARD
NAGAR, NEW DELHI-110062**

JAMIA HAMDARD, HAMDARD NAGAR, NEW DELHI-110062

NOTICE INVITING TENDER

Date: 26.04.2023

NIT No. JH/CIVIL/CLB/Painting/23/10

Jamia Hamdard invites sealed items rate Tenders in two bids system (Technical & Financial Bid) from Registered/ Working/worked Contractors at Govt./Semi Govt./State Govt. Departments/Higher Educational Institutions or Working/worked Agencies at Jamia Hamdard for the below mentioned work. The Tender documents and other details are available on the website: www.jamiahamdard.edu. Last date of submission of the Tender **08.05.2023** up to 3.00 pm.

The bidders are also advised to visit site to satisfy themselves before submitting the bids. Bidders not fulfilling the eligibility criteria may be rejected.

NAME OF WORK:	Interior Whitewashing and Other Misc. works at Central Library Building.
ESTIMATED COST:	Rs. 32.10 Lakhs
EARNEST MONEY:	Rs. 64,200.00
TENDER COST:	Rs. 2500. only (Non- Refundable)
TIME PERIOD:	35 days

The Tender duly filled should be dropped in the Tender Box kept in Purchase Section, Admin. Block on or **before 08.05.2023** up to 3.00 PM along with demand draft of Earnest money & Tender fee in sealed envelope clearly specifying the name of work. The D.Ds shall be in favour of "JamiaHamdard" payable at New Delhi. The Tender (technical bid) shall be opened on **08.05.2023** at 3.30 PM by the tender committee in the presence of available interested parties in the Office of Executive Engineer and the Financial bid of the eligible parties will be opened after technical bid opening with due information to eligible parties. In case, the required procedure is not followed, the tender can be rejected. Jamia Hamdard reserves the right to reject any or all tenders or split the tenders without assigning any reason whatsoever.

Registrar

Copy to:

1. System Analyst, Computer Center, to kindly upload the NIT with tender documents on the University's website.
2. PA to Finance Officer for kind information
3. Executive Engineer for kind information
4. Notice board of Admin. Block

(1) **SCOPE OF WORK**

- Interior Whitewashing, Spray Painting, as per BOQ.
- PVC Flooring and some fabrication works, as per BOQ.
- Renewing of Glass panes & False ceiling at different locations, as per BOQ.
- Curtains with fittings. as per BOQ.

(2) **ELIGIBILITY CRITERIA**

- Contractors should have executed similar nature of works of at least one contract of 80% value of estimated cost of works or two contracts of similar nature of works of 60% value of estimated cost of works or three contracts of similar natures of works of 40% value of estimated cost of works in the last 05 years in any Govt./Semi Govt./State Govt. Departments/Institutional Buildings, Universities and produce credentials in support thereof.
- The bidder should be a single Company. No consortium is allowed. The firm should have average annual financial turnover of at least Rs. 15 Lakhs on Repair and Painting works during the preceding last 3 consecutive financial years. This should be duly audited by a Chartered Accountant. Year in which no turnover is shown would also be considered for working out the average. Copies of the audited balance sheet of the vendor/bidder for the last three financial years, details of Permanent Account Number and ITR (Income Tax Return) for last 3 financial years must be attached by the Bidder.
- The Bidders must have G.S.T & PAN No., ESI, EPFO, Current Challan, company website and other necessary registrations.

Note: - Tenders shall also be liable for rejection on any of the following grounds:

- a) Tenders submitted late.
- b) Tenders containing remarks uncalled for.
- c) Conditional tenders
- d) Tenders not submitted on prescribed Performa.
- e) Telegraphic tenders.
- f) Tender submitted without E.M.D. and Cost of tender document.

(3) **SUBMISSION OF BIDS**

Submission of Tender: Tenders should be submitted in two Parts i.e. "Technical bid" (Part-A) and "Price bid" (Part-B) in two separate sealed envelopes. Both the parts should be further put in a single sealed envelope super-scribing NIT No. & name of work, due date for opening, bidder's name & address. The tender duly filled should be dropped in the tender box kept in the Purchase Section; It should not be handed over to any employee of the Jamia Hamdard. No tender shall be accepted later than the time schedule specified above. Any clarifications/amendments/corrigenda etc., to NIT before last date of submission of bid will only be available on our website: www.jamiahamdard.edu. Therefore bidders are advised to keep visiting our website.

Technical Bid (Part-A):

In this bid, the bidder shall submit the following:

- a. Covering letter on Company's Letter head
- b. Bio data of company (Company profile, organizational setup, credentials, list of plant, machinery & tools in his possession).
- c. D.D.s of Tender Fee & Earnest Money Deposit.
- d. Copies of GST no., PAN no., ESI, EPFO Registration with Current Challan etc.
- e. Company's financial performance documents (Audited balance sheet, and profit and loss statement)
- f. Copies of work orders for similar nature of works of at least one contract of 80% value of estimated cost of works or two contracts of similar nature of works of 60% value of estimated cost of works or three contracts of similar natures of works of 40% value of estimated cost of works in the last 05 years.

Note: Similar nature works means experience of execution of exterior Paint of buildings, Repairing of Grit plaster, Repairing/construction of sunshade and balconies etc.

If Name of Work is not clearly defining scope of work as specified in the definition of similar work, bidders are advised to upload copy of Agreement/ final bill or any other relevant document in support of their proposed completed work conforming to the definition of similar work

- g. Entire NIT (except Price bid) duly signed & stamped by the bidder.
- h. Experience of having successfully completed works during the last 05 years ending last day of the month previous to the one in which applications are invited.
- i. Average annual financial turn over on said work should be at least Rs. 15 Lakhs during the last 3 financial years. Documents in support should be attached. This should be duly audited by a Chartered Accountant. Year in which no turnover is shown would also be considered for working out the average.

Note

1. Completion certificate submitted should be issued by an officer not below the rank of Executive Engineer.
2. All documents submitted by the bidder should be self-attested along with stamp

Price Bid (Part-B):

- BOQ is attached herewith at **Annexure “X”**.
- In this bid, the related works' bidders are required to quote his item rates in the above said attached BOQ in accordance with the scope of works, terms & conditions & technical specifications enclosed. The rates/price quoted by contractor should be all inclusive i.e. should include all material cost, labour, services, plant/machinery/tools & tackles, ladders & scaffolding required for work, freight, Insurance, Octroi, Govt. duties & levies, GST, Service Tax, Sales Tax etc.), transport/cartage of materials/labour and all other expenses not specifically mentioned but reasonably implied. Nothing over and above these rates shall be payable to contractor. Further nothing extra in rates will be considered for any variations in tender quantities or due to any site difficulties. It is mandatory for bidder to quote all items rate as asked for in the BOQ/ PRICE schedule. Failure in not filling some item rates will lead to rejection of tender. The bidders should quote unconditional rates, neatly written without any overwriting and all pages should be duly signed & stamped. Tenderer should quote their rates in both in figure and words in computerized/printed form.

4. GENERAL TERMS & CONDITIONS

- I. **Earnest Money:** An earnest money of **Rs. 64,200.00** for the Interior Whitewashing and Misc. works at Central Library Building works have to be enclosed along with the Technical bid (Part-A). The EMD shall only be in the form of Bank Draft in favour of Jamia Hamdard, New Delhi. No Cheques/Cash shall be accepted as EMD. The refund of EMD to the technically disqualified shall be made within 15 days from the date of opening of price bid. The EMD of the successful lowest bidder (L1) shall be held back and will be released after completion of the works and site clearance.
- II. **Validity of Tender:** Tender shall be valid for our acceptance without any change in rates and NIT conditions for a period of 90 days from the date of opening of price bid.
- III. **Escalation:** No escalation over and above items rates quoted by the bidder shall be paid during the execution of contract.
- IV. **Completion time:** The time shall be the essence of this contract and entire work as titled above is to be completed in all respects within a period of **30** days from 3rd day of the date of receipt of work order. Any delay in completing the work for reasons attributable to the Contractor is liable for liquidated damages. The contractor shall not be entitled to any compensation for any loss suffered by hindrance on account of delay in commencing or executing the work, whatever the cause for such delays may be including delays in procuring Government controlled or other materials. Under the force-majeure conditions or delay due to reasons beyond control of the contractor, Jamia Hamdard may grant suitable time extension without penalty for which the contractor has to request along with the justification/ reasons well in advance to Jamia Hamdard for approval without any prejudice to price escalation. No time extension request shall be considered after the expiry of completion period/contract. The decision of Executive Engineer (E & M) regarding Time extension will be final and binding on the contractor.
- V. **Rates:** The rates shall be inclusive of all taxes (Service Tax, GST etc.) duties and cartage etc. Jamia Hamdard welfare Relief Fund will be deducted @ 0.25% of the amount of total bill claimed.
- VI. **Deviations:** No deviation from the stipulated terms and conditions will be allowed. Tender will be unconditional.

- VII. **Site Conditions:** Contractor shall acquaint himself fully with the site conditions and the working environment of Jamia Hamdard before quoting his rates. No Compensation on account of any site difficulties will be entertained, at a later date, after award of the work. Site will be handed over as it is where it is and nothing extra shall be paid for clearing and disposal of Rubbish & Malba.
- VIII. **Joint Measurements- Counter signature of Contractor:** If the Contractor fails to counter signed the joint measurements, or fail to record the difference within a week of verification by the Site Engineer in the manner required then in any such event the measurement as recorded in MB's by the Site Engineer shall be final and binding on Contractor and the Contractor shall have no right to dispute the same.
- IX. Before tendering, the Contractor shall visit and examine the site and satisfy himself as to the site conditions, the correct dimensions of the work and facilities. The rates of different items are for all heights, depth, curvature and width unless otherwise specified against the item. In case of any doubt, may be clarified from the office of the Assistant Engineer (Civil).
- X. **Bar Chart:** The detailed schedule of program in the form of BAR CHART for the awarded work shall be drawn and submitted by the contractor within 04 days of the acceptance of tender. The work shall be executed and completed in order and according to the schedule after approval of the same by Jamia Hamdard. For this a Bar Chart showing the program and progress achieved will be submitted every fifteen days on the date fixed by Jamia Hamdard.

XI. **Water & Electricity:**

Electricity: Temporary Electric Connection if required will be supplied by the Jamia Hamdard. The necessary cabling and metering etc. will be done by the contractor at his own cost. He shall be pay for the consumption at the prevailing rates of charges as per bills of Jamia Hamdard.

Water: Contractor to make their own arrangement of potable water for execution of work and drinking of labours by or arrange from outside at their own cost. The Contractor will ensure by Laboratory test that water is fit for construction and drinking purpose, if required.

- XII. **Correspondence:** All the correspondence in respect of tender/award of work shall be made to Executive Engineer (E & M).
- XIII. The Contractor shall not be allowed to possess any space or rooms inside the building.
- XIV. No work shall be done at night (8 PM to 9 AM) or as decided mutually and on National Holidays without the instruction in written of Jamia Hamdard.
- XV. **Terms of Payment:** The payment shall be made on submission of the bills in proper format by the contractor after due certification by the engineer responsible for supervision of the work. Contractor can submit one interim or running bill and one final bill after completion of work for claiming payment based on actual quantities of items of work executed as per BOQ and Engineer's instructions. 05 % deductions will be made towards the security deposit from each running bill.

Running bills shall be prepared based on joint measurements of individual item executed at site by Site Engineer and authorized representative of contractor duly accepted in the MB. But such intermediate running payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done & completed, and shall not preclude the requiring of bad, unsound, and imperfect or unskilled work to be removed and taken away and re-erected or be considered as an admission of the due performance of the contractor, or any part thereof in any respect or the accruing of any claim, nor shall it conclude.

- XVI. **Labour Laws:** The contractor will abide by all the rules and regulations related to labour laws, accident, workmen compensation act, workmen insurance etc. This will be the sole responsibility of the contractor. Jamia Hamdard will not be a party at any stage in any of the disputes relating to the above. In case, Jamia Hamdard has to bear any expenditure due to non-conformance of the above provisions by the contractor, the same will be recovered from contractor's bills.
- XVII. **Minimum Wages Act:** The Contractor shall comply with all the provision of the latest minimum Wages Act, Contractor labour (Regulation & Abolition) Act and rule framed thereunder and other labour laws affecting contract labour that may be brought from time to time.
- XVIII. **Work not to be sublet:** If the Contractor shall assign or sublet this contractor, or attempt so to do, or become in solvent or commence any insolvency proceeding of, if any bribe, gift, loan, given promised or offered by the Contractor to any person in the employ of Employer, then Jamia Hamdard shall have power to termination of contract.
- XIX. Rules governing the Contractor's employees working in the Jamia Hamdard Premises: The contractor's employees working inside the Jamia Hamdard campus will abide by the Centre's rules & regulations for works inside the campus. Any damage to the Jamia Hamdard property due to mishandling, carelessness on the contractor's or his workmen's part will be recoverable from the contractor's bills.
- XX. **Liquidated damages:** In case the work is delayed beyond the specified completion period for reasons attributable to the contractor, deductions on account of Liquidated damages @0.5% of the contract value per week will be deducted subject to a maximum of 5% of the contract value. However, during the delayed period, Jamia Hamdard also reserves the right to get some portion of work done by any other contractor at the risk and cost of the existing contractor and amount to that effect alongwith 10% overhead charges will be deductible from his bills/dues.
- XXI. **Extra or substituted item:** If any extra or substituted item appears in the work, contractor shall submit its rate analysis supported with documents which shall be approved by Engineering Department. Analysis of rates will be based on DSR document of CPWD or based on market rates for determining item rate and pay to contractor accordingly.
- XXII. **Defect Liability period:** Defect liability period shall be **06 months** from the date of completion of entire work. Any defect arising in this period will be rectified by him at his own cost. Failure to do so, shall lead to forfeiture of security deposit.
- XXIII. **Security Deposit:** A security deposit equal to **05 %** of the gross value of work done will be deducted from Contractor's bills.
- XXIV. **Release of Security Deposit:** after the completion of the Defect liability period of 06 months, subject to satisfactory rectification of all defects. Contractor should depute a qualified supervisor dedicated for this work, who will monitor and coordinate the works from contractor's side and interact with the Jamia Hamdard Engineers, responsible for supervision of work, on regular basis.
- XXV. Contractor will take due permission for entry of all his workmen in Jamia Hamdard. No unauthorized person will be allowed to work inside.
- XXVI. The contractor will arrange all necessary materials, tools, equipment, shuttering, centering access ladders & scaffolding, measuring instruments and working consumables etc. needed for execution of the works. Safe custody of all such material will be contractor's sole responsibility. No extra charges will be paid for the same. Watch and ward of all material till the system is taken over by Jamia Hamdard shall be the sole responsibility of the contractor and pilferage etc. shall be entirely to his account.

- XXVII. During execution of work, Engineer can make minor changes in the scope of work as per site conditions or other reasons. Contractor will have no extra claim in his rates for the same.
- XXVIII. If during the execution of works, any damage is caused to Jamia Hamdard property by contractor's/contractors' workers, contractor will duly make good the loss. Jamia Hamdard has the right to make suitable deduction from contractor's bills along with penalty, if contractor fails to make good the loss.
- XXIX. During execution of work, the contractor/contractors should follow all standard norms of safety measures/precautions as per relevant IS codes and CPWD specifications to avoid accidents/damages to man, machines and buildings, at his own cost. Contractor will have his own arrangement to escort the labour to the nearest hospital for treatment in case any injury happens to any worker during execution of work.
- XXX. Manpower deployed by the contractor at our site for carrying out contract works is strictly prohibited being associated with any other works on the campus.
- XXXI. No material belonging to the contractor whether consumable or non-consumable should be brought inside the Jamia Hamdard campus without proper entry at the Main Gate nor any material should be taken out without proper gate pass issued by the authorized representatives of the Centre.
- XXXII. During execution of the work, contractor should dispose of waste material on regular basis and should keep the area of work properly cordoned off and neat and clean as far as possible. After completion of work, contractor should clear the site completely of all unwanted and junk material before submitting his final bill.
- XXXIII. Jamia Hamdard will provide electricity, if needed, the electrical energy meter will be provided by the contractor and necessary deduction will be made as per the actual consumption of electricity during execution of work. The contractor has to make his own arrangements for water.
- XXXIV. Tender once submitted will remain with the Jamia Hamdard and will not be returned to the bidders.
- XXXV. **Termination of Contract:** The Jamia Hamdard reserve the right to terminate the contract on account of poor workmanship, failure to mobilize site within 15 days, non-compliance of specifications for the works, abnormal delay in progress of work, violation of any contract provisions by the contractor. In such case, contractor's EMD and security deposit deducted so far will be forfeited.
- XXXVI. The contract can also be terminated on the request of contractor. In such cases the contractor is liable to pay Liquidated damages @ 5% of tendered value besides forfeiture of EMD & security deposit recovered so far.
- XXXVII. Any dispute arising out of this contract will be subjected to jurisdiction of New Delhi/Delhi.
- XXXVIII. Tenders not complying with any of the provisions stated in this tender document are liable to be rejected. Jamia Hamdard also reserves the right to accept or reject any or all the tenders without assigning any reason and does not bind himself to accept the lowest tender or split the work in two or three parts.
- XXXIX. That in the event of any difference, or dispute arising between the parties to this Agreement for any reasons whatsoever relating to the contract, whether during the substance of this Agreement or thereafter, it has specifically been agreed that the party will endeavor to amicably resolve the difference, but in case if dispute or differences still remain unresolved, the same shall be referred to the sole Arbitrator appointed with the mutual consent of both the parties where decision shall be final and binding upon the parties concerned.

The parties shall act strictly according to provisions of Indian Laws while implementing and interpreting this MoU/agreement, NIT etc. The Courts at New Delhi shall have exclusive pecuniary and territorial jurisdiction for the purpose of this MoU/agreement, NIT etc.

(5) TECHNICAL SPECIFICATIONS

As per attached BOQ and CPWD Specifications.

(6) CHECK LIST

TO BE SUBMITTED ALONG WITH BID

The tenderers are requested to ensure the submission of the essential documents to avoid disqualification of the bid. However, the check list is not exhaustive and the tenderer are requested to go through to NIT & related documents carefully and completely for fulfillments of tenderers requirement.

S. No.	Enclosures	Submitted
1.	Cost of tender document/ Tender fee, in form of DD	
2.	EMD, in form of DD	
3.	Experience of execution of Similar nature of works (Work orders and completion certificates)	
4.	Annual turnover certificate for the last three years with duly audited by a Chartered Accountant.	
5.	Copy of Contractor registration letter	
6.	GST, EPF, ESIC Registrations	
7.	Signature with stamp in all pages of tender documents.	
8.	Bank account detail	
9.	E-mail address	
10.	Address for communication	
11.	Phone no, Mobile no, Landline no.	

Signature of the
Tenderer

ANNEXURE-"B"

(7) LIST OF APPROVED MAKES

1.	Ordinary Portland Cement	Ultra Tech, ACC, of 53 Grade or other equivalent brands approved by the Engineer in-charge
2.	Gypsum False	Ceiling Gipro or as approved by the Engineer in-charge
3.	POP	Birla, JK Cement or as approved by the Engineer in-charge
4.	Putty	Birla, JK Cement or as approved by the Engineer in-charge
5.	Acrylic Distemper	Asian, ICI, Berger, Nerolac or as approved by the Engineer in-charge
6.	Enamel Paint	Asian, ICI, Berger, Nerolac or as approved by the Engineer in-charge
7.	Acrylic emulsion paint	Asian, ICI, Berger, Nerolac or as approved by the Engineer in-charge
8.	Glass panes	Modiguard or as approved by the Engineer in-charge.
	Tiled False Ceiling	Armstrong or as approved by the Engineer in-charge
	Roller blinds	Vista, MA, Hunter Dougl's

Note: -Contractors are requested to read the complete tender documents and visit the site before submission of Bids.