TENDER DOCUMENT

FOR

CIVIL WORKS, ELECTRICAL & SERVICES FOR THE

RENOVATION & UPGRADATION OF

DEPARTMENT OF CHEMISTRY
NOTICE INVITING TENDER

Sealed tenders are invited from specialized agencies in two parts, (I - Technical Bid and II – Price Bid) on behalf of the Registrar, Jamia Hamdard University, Hamdard Nagar, New Delhi – 110062 for the “CIVIL WORKS, ELECTRICAL AND SERVICES FOR RENOVATION & UPGRADATION OF THE DEPARTMENT OF CHEMISTRY AT JAMIA HAMDARD UNIVERSITY.” as per schedule of work, specification and General Terms & Conditions given in the Tender document which can be downloaded from the university website http://jamiahamdard.edu or purchased from the University office.

Name of Work : - CIVIL WORKS, ELECTRICAL AND SERVICES FOR RENOVATION & UPGRADATION OF THE DEPARTMENT OF CHEMISTRY AT JAMIA HAMDARD UNIVERSITY

1- Estimated Cost: - Rs.98,68,361/-
2- Earnest Money: - Rs.2,47,000/-
3- Last Date of sale of tender: - 03/04/2015
4- Last date of receipt of tender: - 07/04/2015
(Both Technical & Price Bids)
5- Date of opening of tender: - 08/04/2015
(Technical Bid only)
6- Date of opening of tender: - 10/04/2015
(Price Bid of Technically qualified vendors only)
7- Time of completion of job: - 120 DAYS
8- Cost of tender: - Rs. 3,000/- (Non- refundable)
9- Prequalification criteria:
   a) Agencies must produce definite proof from appropriate authority, which shall be to the satisfaction of the competent authority of having satisfactorily completed one similar work costing not less than Rs.79.00 lakhs or two similar works each costing not less than
Rs.59.00 lakhs or three similar works each costing not less than Rs.40.00 lakhs during the last seven years. Similar works means very high quality interior work of laboratory and office including aluminium work, false ceiling, painting and plumbing for water and gas line, Electrical installation, fittings and fixtures, data communication and air-conditioning. The completed works will be open to inspection. Attested copies of the completion certificates are required to be enclosed. Agency should also give complete details of the concerned authority such as name with designation, valid address, telephone/mobile number etc. Copy of complete schedule of works also to be attached.

b) Self attested photo copy of the balance sheet / profit and loss account for the relevant years. Average annual turnover for the last three years, ending 31st march of the previous financial year should not be less than Rs.3.00crores per year).

c) No subletting or subcontracting of the work will be permitted.

d) An affidavit on e-stamp paper of Rs. 50/- duly notarized to the effect that the bidder undertakes that the documents submitted by him are genuine and undisputable and in the event of it coming to notice at a later date that the documents are not genuine the bidder shall be liable for criminal action and such compensation payable to Jamia Hamdard University as may be decided by its competent authority.

e) The Company shall give an undertaking that for carrying out electrical works, they shall employ workman having valid electrical license from competent authority

f) (i) The Tenderer/Bidder will not withdraw his/their Tender after opening of technical bid and if done so; his/their EMD may be forfeited.

(ii) The Bidder has not been black listed by any of the Govt. Deptts./Govt. Institutions etc. during last three years.

(iii) There is no complaint against the Tenderer/ Bidder such as ‘delayed supply, non-supply/non-completion of work, non- submission of performance bank guarantee and refusal of supply etc. and for which ‘no punishment of any type’ has been given by any of the Govt. Deptts./ Govt. Institution etc.
(iv) Names of all companies/firms where the bidder is the promoter / director / partner and/or proprietor.

Name of companies / firms, where the bidder was/is operating their Bank Accounts. 
Bank Account No. of the bidder’s Company/Agency and names of authorized persons (with copy their identification), who were/are operating its Bank account.

Copy of all documents of pre-qualification criteria and as asked for in the tender may please be attached with the Technical Bid ONLY. In case of short fall of any documents/cost of tender/EMD/fake documents etc. tender will summarily be rejected and no queries will be entertained in this regard. Decision of the Jamia Hamdard University authority shall be final in this regards. ALL DOCUMENTS PERTAINING TO THE REQUIREMENT OF THE PREQUALIFICATION CRITERIA ARE TO BE FURNISHED IN THE TECHNICAL BID ENVELOPE ONLY.

The offer shall remain open for at least 90 days from the date of opening of Technical Bids. The Cost of tender (if down loaded from web site) and Earnest money shall be accepted only in the form of demand draft/Pay order drawn in favour of the Registrar, Jamia Hamdard University, failing which the bid will summarily be rejected.

GENERAL TERMS AND CONDITIONS

Name of Work: - CIVIL WORKS, ELECTRICAL AND SERVICES FOR RENOVATION & UPGRADATION OF THE DEPARTMENT OF CHEMISTRY AT JAMIA HAMDARD UNIVERSITY.

1. The work shall be carried out strictly in accordance with the specification, schedule of work and as directed by Engineer – in - Charge.

2. The cost of tender is Rs. 3,000/- (Non refundable). The tender document may be down loaded from the web site http://jamiahamdard.edu, CPPP and the above mentioned cost of the tender document will have to be paid through a separate Demand-Draft drawn in favour of “Registrar, Jamia Hamdard University” payable at New Delhi along with the Technical Bid, failing which the bid will summarily be rejected.
3. Earnest Money Deposit (EMD) of Rs.2,47,000/- (Rupees Two lac forty seven thousand only) has to be enclosed along with the Technical Bid (Part-I). The EMD shall be only in the form of Demand Draft drawn in favour of “Registrar, Jamia Hamdard University”, payable at New Delhi, along with the Technical Bid, failing which the bid will summarily be rejected. No Cheque / Cash shall be accepted as EMD.

4. The rates shall be inclusive of all taxes (Including Service Tax), duties and cartage etc. No escalation of taxes shall be payable by the Jamia Hamdard University during the contract period.

5. The tenderers shall attach copy of PAN Card.

6. Duly sealed tenders shall be dropped in the tender box placed at the reception counter of the Administration building. Technical Bid MUST contain one Xerox copy of the unfilled bid document duly signed and stamped on each page as a token of acceptance of all terms and conditions / clauses of the tender enquiry.

7. The conditional bids shall not be considered under any circumstances and rejected without any notice or assigning any reasons therefore.

8. All bids shall be the property of Jamia Hamdard University, and bidders will lay no claim whatsoever on the same.

9. Registrar, Jamia Hamdard University, reserves the right to reject any or all the tenders in full or in part without assigning any reasons whatsoever, and the decision of the University in this regard will be binding on all the bidders. Tenderers not complying with any of the provisions stated in this tender document are liable to be rejected. Registrar, Jamia Hamdard University, reserves the right to accept or reject any tender without assigning any reason and does not bind himself to accept the lowest tender.

10. Water & electricity required for the job shall be made available at actual cost by the Institute or the contractor may arrange for the same at their own cost. However, necessary piping, valve, wiring, cabling, lamps, switches & sockets, main switches, halogen/tube light fitting and tapping from existing line/connection including labour have to be arranged by the contractor at their own risk & cost.

11. No advance payment shall be allowed. However running account payment will be made as per actual work executed and measured.

12. No T & P shall be supplied by the University.

13. Income tax shall be deducted from the contractor bill as per Govt. of India rules.
14. (i) Successful bidder shall deposit an amount equal to 5% of the tendered and accepted value of the work as performance guarantee within 10 days of issue of letter of acceptance. The performance guarantee shall be valid up to the completion of defect liability period. 
(ii) Security shall be deducted @ 5% of value of work done and total amount of security & performance guarantee shall be released after expiry of the defect liability period of one year effective from date of completion.
15. Earnest money deposited by the successful tenderer shall be converted in to security deposit & is adjustable against the actual amount to be deducted under clause 14 above.
16. The time allowed for completion of work shall be (120 days) which shall be reckoned from 10th (tenth) day from the date of letter of intent.
17. Time allowed for the work shall be strictly followed otherwise the contractor shall be liable to pay compensation at the rate of 1.5% of the tendered value of the work per week of delay on the part of the contractor. The decision of Engineer-in-charge about the delay shall be final and binding. However, for any reason beyond the control of the contractor the extension of time shall be granted upon application by the contractor in prescribed format. No claim for any compensation during the extended period shall be entertained and the University’s decision in this regard shall be final.
18. No escalation in any form either of material or labour shall be payable by the Institute.
19. All material brought at site shall be as per contract specification & schedule of quantities and shall be got entered in the site book and approved by Engineer-In-charge before being used.
20. Mandatory tests have to be carried out as asked for by the Consultant/Engineer-In-Charge. Nothing extra shall be paid for such purpose.
21. In case the successful bidder resiles from the offer within one month of the work offer, the earnest money will be forfeited. Similarly if successful bidder fails to commence the work after issue of award letter, the amount of earnest money will also be forfeited.
22. Any violation of instruction/agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period and in such case the amount of earnest money will be forfeited.
23. If agency at any time makes default during currency of work or does not execute any part of the work with due diligence or Commits default in complying with any of the terms and conditions of the contract and does not initiate any remedy for it or takes effective steps for its remedy or Fails to complete the work(s) or items of work within date of completion,
on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in their behalf by the Engineer-in-Charge.

The Engineer-in-Charge without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to the Government, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.

24. Registrar, Jamia Hamdard University reserves the right to terminate the contract without any reference or any notice period on account of poor workmanship, non-compliance of set norms/specifications for the works, delay in progress of work, violation of any contract provisions by the contractor, failure to start the work at Jamia Hamdard University, within 20 days from date of issue of Letter of Intent (L.O.I). In such cases the contractor is liable to pay Liquidated Damages @ 5% of tendered value besides security deposit.

25. Decision of Registrar, Jamia Hamdard University in regard to interpretation of the terms and conditions and the Agreement shall be final and binding on the Agency.

26. The tenderer shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it at Jamia Hamdard University. The Jamia Hamdard University shall have no liability in this regard.

27. The personnel provided by the agency will not claim to become the employees of Jamia Hamdard University and there will be no Employee and Employer relationship between the personnel engaged by the Agency and Jamia Hamdard University.

28. No tent or hut shall be allowed to be put up for workers to stay within the campus. The contractor is deemed to have inspected the site and thoroughly acquainted himself with the site conditions, availability of storage space for materials etc.

29. The tenderer should take extra precaution to ensure that there is absolutely no damage to the surrounding structure/existing system etc. If any damage made by agency, it will be got repaired/replaced/rectified by the agency itself at no extra cost.

30. The tenderer shall depute their own security staff for watch and ward of their materials supplied/installed at site till the final handing over of the complete work and temporary lockable shed/Almirah etc. shall be arranged by contractor at his own risk and cost. No
accommodation/ staff/ lockable space will be provided by Jamia Hamdard University under any circumstances.

31. It may here be noted, that the entire staff and labour of the Agency will follow all the security instructions issued by Jamia Hamdard University from time to time and these instructions may include the provisions to make suitable barricades or temporary wall fence to ensure that the labour confines itself to the area of the work ONLY. Serious action will be taken in case any of the contractor’s workmen are found to be tampering with the Laboratory equipment and property of the University. Suitable damages will be recovered from the contractor’s bills if anyone is found to do so. All decisions of the Engineer-in-Charge in respect of the same will be final and binding on the contractor.

32. On completion of all work, Agency shall remove all surplus materials & leave the site in a broom clean condition, failing which the same shall be done at Agency’s risk & cost.

33. The Agency shall ensure compliance of all statutory laws & bye laws of the central govt./ state govt./Municipal authorities related to the employment of their staff and all obligations under Minimum Wage Act, Workman Compensation Act, Provident Fund & Miscellaneous Provision Act, Bonus Act & Contract Labour Act 1970 etc. Jamia Hamdard University will not be responsible for such purposes in anyway.

34. Any claim, dispute or difference arising out of or in connection with this agreement and which cannot be settled by mutual consultations, shall be referred to sole Arbitration or an Arbitrator to be appointed by the Registrar, Jamia Hamdard University. The award of the Arbitrator shall be final and binding between the parties as per the terms and conditions of the Agreement to be executed on award of contract. The Arbitrator proceeding shall be governed by the Arbitration and Conciliation Ordinance dated 26th March, 1996 and shall be conducted in Delhi.

The agreement drawn shall be subjected to the jurisdiction of the courts at Delhi.

35. Shop Drawing:- (i) The shop drawing for all works as required by Engineer-in-charge shall be submitted in quadruplicate at no extra cost by the contractor and in the manner so required by them. The contractor shall proceed with the works only after approval by the Engineer-in-charge. Such drawings shall be coordinated with all disciplines if work

GENERAL CONDITIONS FOR SUBMISSION OF TENDER
1.0 Submission of Tender:
Tenders should be submitted in sealed envelopes in two parts separately, i.e. "Technical Bid" (Part-I) and "Price bid" (Part-II). Both the parts should be Further sealed in an envelope superscribing name of work, due date for opening, bidders name & address. The tender duly filled in should be sent to above mentioned address either by post or hand delivered in the tender box kept in the area of reception, Jamia Hamdard University after ensuring that due entries are made in the register kept at the counter. Jamia Hamdard University will not be responsible for tenders lost in postal transit or otherwise. Any clarifications / amendments / corrigenda etc., to NIT before last date of submission of bid will be available on our website http://jamiahamdard.edu and CPPP. Bidders are therefore advised to keep visiting our website. It should not be handed over to any employee of the Jamia Hamdard University. No tender shall be accepted later than the time schedule specified above. Tender once submitted will remain with the Jamia Hamdard University and will not be returned to the bidder.

2.0 Technical Bid (Part-I) :
In this bid, the bidder should submit his company profile, organizational setup, credentials, list of plant, machinery & tools in his possession. The bidders are required to attach entire NIT (except the price bid part) duly signed & stamped as a token of acceptance of NIT conditions with this bid. Jamia Hamdard University reserves the right to visit the working site mentioned by bidders to find out the quality of services rendered. The following documents are essentially to be submitted with Technical Bid for qualifying.

1) **Earnest Money Deposit (No exemption on EMD) of Rs.2,47,000/- (Rupees One Lac Sixty Thousand only).**
2) Entire NIT (except Price bid) & other tender documents should be duly signed & stamped by the bidder.
3) All document as asked in the prequalification criteria.
4) Copy of PAN Card.
5) Cost of tender document Rs. 3,000/- (One Thousand only) shall be paid through demand draft/ pay order, if tender is downloaded from website.
6) Copy of TIN & Service tax registration.

2.1 Evaluation Criteria

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<th>Parameters</th>
<th>Marks</th>
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<td>1. Companies who have completed successfully</td>
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9
Civil, Plumbing & Electrical and Interior works of high finish in respect of research Laboratories of institution and hospitals.

a. Completed works in 2 laboratories & above. 30
b. Completed works in 1 laboratory and more. 20
c. Completed works not related to laboratories. 10

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<th>2. Turnover.</th>
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<td>a. Companies having annual turnover of Rs.5.00crores and above</td>
<td>20</td>
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<tr>
<td>b. Companies having annual turnover of Rs.3.00crores and above</td>
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**Maximum Marks -50.** Companies scoring 40 marks and above i.e 80% of total marks will only qualify for further consideration.

3.0 Price Bid (Part-II):

In this bid the bidder is required to quote his items rates/prices for the “CIVIL WORKS, ELECTRICAL AND SERVICES FOR RENOVATION & UPGRADEATION OF THE DEPARTMENT OF CHEMISTRY AT JAMIA HAMDARD UNIVERSITY” in the schedule of work attached. The scope of work & technical specifications are provided for your reference. The quoted prices shall be including all the taxes levied by statutory Govt. bodies. It is mandatory on bidder to quote all items rate as asked for in the BOQ/ Schedule of work. Failure to adhere to this condition may lead to rejection of tender. The bidders should quote unconditional rates, neatly written without any overwriting and duly signed & stamped in all pages.

4.0 Earnest Money :

An earnest money of Rs.2,47,000 /-(Rupees Two Lac Forty Seven Thousand only) has to be enclosed along with the Technical Bid (Part-I). The EMD shall be only in the form of Bank Draft in favour of “Registrar, Jamia Hamdard University”, payable at New Delhi. No Cheques / Cash shall be accepted as EMD. EMD of technically disqualified bidders will be returned within 15 days from the date of evaluation of the Technical Bids. The refund of EMD to the lowest 4th
bidders onwards shall be made within 15 days from the date of opening of price bid. The refund of EMD of the 2nd & 3rd lowest bidders shall be made after award of work and site mobilization by the successful bidder. The EMD of the successful bidder (L1) shall be held back as security deposit.
5.0 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 Technical Bid.

Declaration by the Tender

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Encls:
1. DD/Pay Order No……………
2. Terms & conditions (each page must be signed and stamped with the seal)
3. Financial Bid.
(Signature of Tenderer with seal)

Name:
Address:
Date:
Phone No:

NOTE: Submission of all the documents mentioned above along with declaration, is mandatory. Non submission of any of the documents above will render the bid to be rejected.