



MIRANDA HOUSE

UNIVERSITY OF DELHI

Phone: 91-11-27666201, 91-11-27667367, Fax: 27667437

Email: projects@mirandahouse.ac.in

**REPAIR OF TEACHER FLATS CHAJJAS, BALCONIES &
MISCELLANEOUS REPAIR OF BUILDING INTERIOR & EXTERIOR**

INDEX

Name of work: Repair of Teacher Flats Chajjas, Balconies & Miscellaneous Repair of Building Interior & Exterior.

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**MIRANDA HOUSE
UNIVERSITY OF DELHI**

REF.NO.: 0007F.VI/T.Elec./2019-20/

23 August 2019

Notice Inviting E-Tender

1. Online bids are invited from the specialized agencies in two cover system for “**Repair of Teacher Flats Chajjas, Balconies & Miscellaneous Repair of Building Interior & Exterior.**” at Miranda House, University of Delhi.

2. **Tender documents may be downloaded from CPPP site <https://eprocure.gov.in/eprocure/app> as per schedule given here under.**

Publishing Date	26.08.2019	10.00 AM
Bid Document Download Start Date	26.08.2019	10.00 AM
Estimated Cost	Rs. 16,79,119/-	
Earnest Money	Rs. 33,582/-	
Tender Fee	Rs. 500/-	
Completion Time	45	days
Bid Submission start date	26.08.2019	10.00 AM
Bid Submission end date	06.09.2019	03.00 PM
Bid Opening date	09.09.2019	03.00 AM

3. **Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>.**

Bidder/Contractors are advised to follow the instructions provided in the ‘Instructions to the Contractors/Bidder for e-submission of the bids, online, through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>’.

Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4. Not more than one tender shall be submitted by one contractor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

5. Bidder who has downloaded the tender /quotation from the Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, <https://eprocure.gov.in/epublish/app> **shall not tamper/modify the tender /quotation form including downloaded price bid template in any manner.** In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and the Bidder is liable to be banned from doing business with Miranda House, University of Delhi.

6. Intending Bidders are advised to visit University of Delhi website www.du.ac.in and CPPP website <https://eprocure.gov.in/eprocure/app> at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.

7. **Mode of payment of tender fee:** - The bidder shall furnish the tender fee of **Rs. 500/-** in the following manner:-

(a) The tender fee in the event of uploading on website should be paid in the form of Crossed Demand Draft / Bankers Cheque issued by any Nationalized / Scheduled Bank in favour of Principal, Miranda House, University of Delhi, Delhi 110 007.

(b) The tender fee is non-refundable & non-transferable.

(c) The above draft/ banker's cheque should reach Miranda House, University of Delhi, Delhi 110007 by post, or in person on or before 06.09.2019 upto 03.00PM.

8. Bids will be opened as per date/time as mentioned above. After online opening of Technical-Bid the results of their qualification as well Price-Bid opening date will be intimated later.

9. Brief particulars of Work

Repair of Teacher Flats Chajjas, Balconies & Miscellaneous Repair of Building Interior & Exterior.

Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

1. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
2. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
3. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
4. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
5. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
4. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
5. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opens public keys.
6. Upon the successful and timely submission of bids (ie after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
7. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk

PRE-QUALIFICATION CRITERIA

CRITERIA FOR ELIGIBILITY FOR PRE-QUALIFICATION

1. The bidder should have the following documents
 - i. Pan Number
 - ii. Latest Income Tax Return / Clearance
 - iii. TIN Number/GST Registration
 - iv. Latest ITR and VAT Return
 - v. Undertaking stating that the bidder / contractor has not been black listed from any authorities.
2. Price bid and undertaking form should be duly filled in.
3. The bidder should upload the scanned copies of all the documents during online bid submission.
4. The bidder/ contractor should submit the Tender Fee Deposit as per the details given in the NIT
5. Contractor should have completed three similar works of Rs. 7.00 lakh each or two similar work of Rs. 10.00 lakh each or one similar work of Rs. 13.50 lakh during the last five year ending 31st March 2019.

OPENING OF FINANCIAL BID

Pre-qualified agencies will be intimated the time and date for opening of Financial bid.

GENERAL CONDITIONS OF CONTRACT

1. The tenderers should read all the instructions, nomenclature of items, specifications etc. contained in the tender documents very carefully, before quoting the rates.
2. For general rules and direction, conditions of contract, the tenderer shall refer to “**CPWD General Conditions of contract – 2014.**” except for exceptions mentioned in this document, which will form a part of the Agreement with up to date correction slips.
3. The tender process shall be carried out as a **Two Folder system.**
4. Rate quoted by tenderers are fixed for the whole duration of execution of work; no escalation shall be payable on any account.
5. In the case of any tender where unit rate of any item/items appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation, such a tender is liable to be disqualified and rejected.
6. The Contractor whose tender is accepted, will be required to furnish **performance guarantee** of 5% (Five Percent) of the tendered amount within 10 days from award of work. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at call receipt of any scheduled bank/Banker’s cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form.

The contractor whose tender is accepted will also be required to furnish by way of **Security Deposit** for the fulfillment of his contract, an amount equal to 2.5% of the tendered value of the work. The Security deposit will be collected by deductions from the running bills as well as final bill of the contractor at the rates mentioned above. The Security amount will also be accepted in cash or in the shape of Government Securities. Fixed Deposit Receipt of a Scheduled Bank or State Bank of India will also be accepted for this purpose provided confirmatory advice is enclosed.

All Taxes applicable in respect of this contract shall be payable by the Contractor and Miranda House will not entertain any claim whatsoever in respect of the same. However, in respect of GST, same shall be paid by the contractor to the concerned department on demand and it will be reimbursed to him by the employer after satisfying that it has been actually and genuinely paid by the contractor.

SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

1.1 This tender covers Repair of Teacher Flats Chajjas, Balconies & Miscellaneous Repair of Building Interior & Exterior at Miranda House, University of Delhi

2. COMMERCIAL CONDITIONS

2.1 Type of Contract

The work to be awarded by this tender shall be treated as indivisible works contract.

2.2 Submission and Opening of Tenders:

2.2.1 The tender is in two parts:

- (a) Part-I Technical-cum-Unpriced Commercial Bid
- (b) Part-II Price Bid

2.2.2 The tender shall be submitted duly completed in two separate sealed folders as below:

2.2.2.1 Folder – A

This folder shall be superscribed as **“Technical and Unpriced Commercial Bid”** on top and name of work.

This folders should contain:

- (i) The terms and conditions and technical specifications of this tender as purchased from the college including the schedule of work (without indication of the price) and tender documents duly stamped and signed on form CPWD-7/8 in token of acceptance of tender conditions without making any changes.
- (ii) Make and model of all equipments offered along with technical catalogues/pamphlets showing complete specification of the equipment.

2.2.2.2 Folder – B

This folder shall be superscribed as **“Price Bid”** and name of work and shall contain the price bid document exactly in the same format as the schedule of quantities given in the tender documents but with rates filled up.

2.2.3 The tenderers are advised not to deviate from the technical specifications/items, commercial terms and conditions of NIT.

2.2.4 Folder ‘A’ containing technical-cum-unpriced commercial bid only shall be opened on the due date and time and Scrutiny/ evaluation of the technical-cum-commercial bid shall be done by the department. In case it is found that the technical-cum-commercial bid of a tenderer is not in line with NIT specifications/requirements and / or contains too many deviations, the department reserves the right to reject the technical bid of such firms(s) without making any reference to the tenderer(s).

2.2.5 Necessary clarifications required by the department shall have to be furnished by the tenderer within the time given by the department for the same. In case, in the opinion of the department a tenderer is taking undue long time in furnishing the desired clarifications. His bid will be rejected without making any reference.

2.2.6 The price bids of only those tenderers shall be opened whose technical bids are found to be technically acceptable and the time and date of opening of price bid shall intimated to them.

2.2.7 The department reserves the right to reject any or all the price bids and call for fresh price bids/ tenders as the case may be without assigning any reason.

3. RATES

The rates to be quoted by the intending tenderer shall include the supply at the site of all component and ancillary material as specified in the tender. The rates quoted by the tenderer, shall be firm and inclusive of all taxes (including GST), duties levies, etc. and all charges for packing, forwarding, insurance, freight and delivery etc. at site.

Variation in Quantities – The quantities mentioned in the BOQ are approximate and can vary on either sides. Payment will be made on the basis of actual quantity of work executed at site.

4. COMPLETION PERIOD

The completion period indicated in the tender documents is for supply of material delivered at site including transportation and handing over to the Engineer-in-charge.

5. GUARANTEE

The contractor shall guarantee that all the material and components supplied by him shall be free from defects due to faulty design material and/or workmanship, that the system shall perform satisfactorily and the efficiency and functioning of the system and all the components shall not be less than the parameters laid down in the specifications and the performance shall be within the specified design limits. All manufacturer's warranty shall be extended to the college

In case of any shortcoming the contractor shall replace the necessary components at no extra cost. If the defects are not removed within a reasonable time the Owner may arrange to do so at the contractor's risk and cost, without prejudice to any other rights.

6. VALIDITY

Tenderers shall be valid for a period of Ninety days from date of opening.

7. INDEMNITY

The successful tenderer shall at all times indemnify the department, consequent on this works contract.

8. INSURANCE AND STORAGE

All consignments are to be duly insured upto the destination from warehouse at the cost of the contractor. The insurance covers shall be valid till the equipment is handed over.

9. VERIFICATION OF CORRECTNESS OF EQUIPMENT AT DESTINATION

The contractor shall have to produce all the relevant records to certify that genuine equipment from the manufacturers has been supplied and erected.

10. DISPUTES

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing

whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

i. If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Principal of Miranda House, in writing for written instruction or decision. Thereupon, the Principal's office shall give written instructions or decision within a period of one month from the receipt of the contractor's letter. If the Principal's office fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the Principal, either party may within a period of 30 days from the receipt of the decision of the Principal, give notice to the Principal, Miranda House, for appointment of arbitrator on prescribed proforma as per Appendix XV, failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

It is a term of contract that each party invoking arbitration must exhaust the aforesaid mechanism of settlement of claims/disputes prior to invoking arbitration.

ii. Except where the decision has become final, binding and conclusive in terms of Sub Para (i) above, disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Principal, Miranda House, University of Delhi. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Principal, Miranda House of the appeal. It is also a term of this contract that no person, other than a person appointed by the Principal, Miranda House, as aforesaid, should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all. It is also a term of this contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer-in-charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the Principal, Miranda House shall be discharged and released of all liabilities under the contract in respect of these claims. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause. It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs. 1,00,000/-, the arbitrator shall give reasons for the award. It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be Delhi. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.