



No. JVM/OT-06/2021-22

Date: 17-09-2021

INVITATION TO TENDER

Principal, JVM invites tender for the subject given below. Salient feature are given in the table and detail of scope of work and tender conditions are given in " invitation to tender "dated17-09-2021 enclosed herewith.(Total pages -9) which earlier tender floated on 23-08-2021.

Subject: Re-Tender for dismantling of old steel window and replaced by two track UPVC sliding window in JVM premises.

Salient Features of the Invitation to Tender

| | | |
|---|---|---|
| 1 | Tender Enquiry No. & Date | No. JVM/OT-06/2021-22 Date: 17-09-2021 |
| 2 | Project Description | Re-Tender for Dismantling of old steel window, supply and fixing by two track UPVC sliding window, 225 number in JVM premises. |
| 3 | Pre Bid Meeting | 28.09.2021 at 1.00 PM |
| 4 | Last date & time of submission of tender document | 29.09.2021 by 01.00 PM |
| 5 | Date & Time of Opening of Tender | On 29-09-2021 at 5.00 PM. The representatives from the tenderer may be present while opening of the tender. |
| 6 | Validity of tender | 03 (Three) months from the due date of opening of Techno-Commercial part of the tender document. |
| 7 | Completion Time | Six month from the date of issue of work order. |
| 8 | Earnest Money Deposit | Rs. 87,500/- (Eighty seven thousand five hundred only) |
| 9 | Cost of the tender document | Rs. 2000/- (Two thousand) only |

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Dated: 17.09.2021

INVITATION TO TENDER

Subject: Re-Tender for Dismantling of old steel window, supply and fixing by two track UPVC sliding window, 225 number in JVM premises.

Sealed tenders are invited for award of **Dismantling of old steel window, supply and fixing by two track UPVC sliding window, 225 number in JVM premises**, Ranchi as per the Technical Specification attached as Annexure- I from registered, reputed, experienced and eligible firms who have executed similar nature of work in Schools/ Institutions/Organizations and satisfying all the terms and conditions in this tender document.

Instructions to Tenderer

- 1.1 Tenderer are advised to go through the entire documents completely before quoting for the tender.
- 1.2 Tenders are invited in two bid system (i) Techno-commercial Bid & (ii) Price Bid. The 'Techno-commercial Bid' will be made and put in the first envelope containing the title '**Techno-commercial Bid**'. It should contain full information as required in Techno Commercial Bid Declaration by the Bidder. The 'Price Bid' will be made and put in the second envelope containing the title '**Price Bid**'. It could include full information as required in Annexure-1. Both bids should be put in the third envelope which should be prominently super-scribed as "**Re-Tender for dismantling of old steel window, supply and fixing by two track UPVC sliding window, 225 number in JVM premises, Ranchi.**" and addressed to "The Principal, JawaharVidyaMandir, Shyamali colony, Ranchi – 834002" on or before **29.09.2021 till 1.00 PM**. The tenders will be opened on same date at **5.00 PM**.
- 1.4 Tenders received after due date and time mentioned above, as well as those received without separate sealed envelopes as specified above will not be accepted.
- 1.5 It may be noted that incomplete in any respect or conditional tender will not be accepted.

1.0 Eligibility Criteria

- 2.1 Bidder must be registered in PF and ESIC, and also to submit proof of remittance proceedings last financial year.
- 2.2 All documents shall be attached in support of eligibility
- 2.3 The Bidder should have the GST and PAN (*Copies of GST Regn. and PAN*).
- 2.4 Experience of supply and installation of UPVC window in last seven years.

- 3.0 **Earnest Money Deposit:** All the tenderers shall be accompanied by EMD (Earnest money deposit) of Rs. 87500/- (Rupees eighty seventhousands five hundred only) payable to "JawaharVidyaMandir, Shyamali Ranchi" in the form of "demand draft" or at par cheque. Tenders received without EMD are liable to be rejected. EMD shall be refunded to successful bidder after execution of order and to unsuccessful bidder after finalization of work order.

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- 4.0 Cost of the Tender :** The cost of the tender will be Rs.2000/- (Two thousand only) non-refundable in the form of a Demand draft/ At PAR CHEQUE drawn on any Nationalized/ Schedule Bank in favour of JawaharVidyaMandir.

IF A FIRM FILING TENDER DOES NOT FULFILS ALL OR ANY OF THE ABOVE ELIGIBILITY CRITERIA MENTIONED ABOVE, THE TENDER OF THE FIRM WILL NOT BE CONSIDERED.

5.0 SCOPE OF WORK:

| Sl. No. | Description | Make /Model No. | Quantity |
|---------|--|---|----------|
| 1. | Dismantling of old steel window, supply and fixing by two track UPVC sliding window, 225 number in JVM premises. | Duroplast/ NCL Veka/ Encraft or equivalent | 225 |

- 6.0 PRICE::** The Tenderer shall quote for the items indicated above on for JVM, Shyamali, Ranchi basis. The quoted price shall be firm and binding and shall not be subject to any variation whatsoever on any account till completion of supply. All applicable taxes & duties shall be indicated separately. **(Un-priced copy of Price Bid indicating "quoted" against each item should be submitted along with Techno-commercial bid).**

- 7.0 TAXES & DUTIES:** Except as otherwise specifically provided in the order, the Tenderer shall bear and pay all taxes, duties, levies as charges for the subject work.

- 8.0 VALIDITY OF RATES:** The rate quoted by the Tenderer shall remain valid for a period of 6 (six) months from the date of opening of quotation.

9.0 TIME SCHEDULE:

- 9.1** The successful Tenderer shall be required to complete the job within 6 (six) month from the date of receipt of order.

- 9.2** In the event the supplied material is not conforming to the ordering specification and approved make/brand, the material so supplied will be rejected without paying any price/ compensation. The decision of JVM in this regard will be final.

10.0 PAYMENT TERMS:

- 10.1** 30% of total value of work as advance, against delivery of material at site .
- 10.2** The balance payment shall be released as R.A Bill against submission of bill with measurement basis Certified by Supervisor / Engineer in-charge of JVM Shyamali.

- 11.0 INSPECTION:** The inspection of materials shall be carried out by JVM after receipt of materials at destination.

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- 12.0 LIQUIDATED DAMAGES:** Time and date stipulated in the Contract for completion of delivery shall be deemed to be the important activity of the Contract. If, however, the Tenderer fails to fulfill the completion within the time schedule, or within such extended time schedule as may be further granted, the Tenderer shall be liable to pay as Liquidated Damages (LD) and by way of penalty a sum of 0.5% of the contract price per week of delay or part thereof, and such liquidated damages shall be limited to a maximum ceiling of 5% of the Contract Price
- 13.0 ACCEPTANCE OF ORDER:** JVM is not bound to accept lowest or any Tender or to assign reasons whatsoever for non-acceptance. JVM also reserves the right to cancel the tender without assigning any reason whatsoever.
- 14.0 EVALUATION OF TENDER:** Tenderer should quote for all the items as per enclosed price bid format (Annexure-I). Part offer or incomplete offer shall be liable to be rejected. Price of the techno-commercially eligible tenderer shall be evaluated on overall basis.
- 15.0 NO CLAIM OR COMPENSATION FOR SUBMISSION OF TENDER:** The Tenderer whose Tender is not accepted shall not be entitled to claim any costs, charges, expenses of and incidental to or incurred by him through or in connection with his submission of Tender, even though JVM may elect to withdraw the Invitation of Tender
- 16.0 TRANSIT INSURANCE:** Tenderer shall arrange transit insurance on his own and at his own cost for transportation of equipment to JVM, Ranchi.
- 17.0 NEGLIGENCE, DEFAULT AND RISK PURCHASE**
- 17.1** If the Tenderer fails to execute the work with due diligence or expedition or shall refuse or neglect to comply with any order given to him in writing by JVM in Contract, JVM may give notice in writing to the Tenderer calling upon him to make good the failure, neglect or contravention within such time as may be deemed reasonable and in default of the compliance with the said notice, JVM without prejudice to its rights under the Contract, may rescind or cancel the Contract holding the Tenderer liable for the damages that JVM may sustain in this regard.
- 18.0 SUSPENSION AND TERMINATION**
- 18.1** JVM may at any time temporarily stop the work under the Contract or any part thereof by serving notice in writing to the Tenderer. Work so suspended shall be resumed by the Tenderer on receipt of instructions from JVM in writing. JVM will not be liable to the Tenderer for any damage or loss caused by such period of suspension of work.
- 18.2** JVM will be at liberty to terminate the Contract without prejudicing its right and affecting the obligations of the Tenderer by giving 15 days' notice in writing in the following events:
- a) If the Tenderer fails to comply with the provision/provisions of the Contract.
- b) If the Tenderer is involved in any action involving moral turpitude.

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19.0 ARBITRATION:

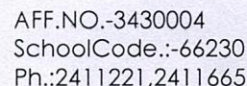
- 19.1 Any disputes, differences, whatsoever, arising between the parties, the arbitration shall be governed and regulated in all respect according to Laws of India.
- 19.2 The Arbitration proceedings in case of other Indian companies shall be regulated and governed by Indian Arbitration and Conciliation Act 1996, or such modification thereof.
- 19.3 The venue of arbitration proceeding shall be Ranchi.
- 19.4 Work under this Order shall be continued by the Tenderer during the arbitration proceedings, unless otherwise directed in writing by PURCHASER or unless matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.

The tenderers are requested to confirm acceptance of all terms & conditions as per tender enquiry.

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General Condition of Contract (G.C.C.)

1. Your scope of work shall include all workers, suppliers and services for completion of entire work as directed through site order.
2. The contractor shall have own site office, stores, godown as may required for carrying out the subject work.
3. Provision of all labours, skilled, semi skilled, as may be required to complete the work.
4. Providing adequate tools, instruments, tackles, scaffolding etc. for completion of entire work.
5. Procurement of all the materials, as may be required for carrying out the work.
Abide by statutory regulations, labours rules, safety codes during execution of work.
6. Abiding by all statutory obligations including ESI, EPF etc . during execution of work and shall submit all evidence in this respect such as ESI, EPF certificates and minimum wage certificate along with each and every bill.
7. Contractor shall make arrangement at his own cost for drawing and distributing water and power from single point each where water and power will be provided by JVM free of cost.
8. Undertaking all works including repairs and renovation work for completion to the satisfaction of JVM.
9. Agency and/or the worker engaged by agency will not have any claim for payment employment in JVM. The age limit of worker shall be between 19 yrs. and 60 yrs.
10. Rate of wage shall not be less than the minimum wages plus prevailing percentage of EPF, FP, ESI, EDLI, Bonus etc. as required under the law.
11. Agency shall ensure fulfillment of al labour regulations/rules under the Labour Act and all other statutory requirement of Government of India and Government of Jharkhand.
12. Monthly bill based on actual deployment of worker shall be submitted by Agency statutory payment) viz. EPF, FP, ESI,EDLI, bonus etc.) including taxes payable if any.
13. Unit rates of all the items shall remain firm, fixed and binding on the contractor during entire period of execution of work and shall not be subjected to any variation whatsoever on any account.
14. This being a unit rate contract, the payment shall however be released against actual quotations of work however be released against actual quantities of work executed duly certified by the JVM.
15. Unless other wise specified, measurement of work shall be carried out at site jointly by JVM & Contractor.
16. **Liquidated damages for non-fulfillment of completion schedule.** If the completion of work is delayed beyond the scheduled date for any reason other than due to force major condition or for those attributable to the contractor, then the contractor shall pay 1% per month of delay on total value of work up to a maximum of 5% of the final contract price.
17. The contractor shall not sublet/sub contract the whole or any part of work failing which the contract may be terminated.
18. No completion certificate shall be issued or shall be work be considered to be complete until the contractor removes from the site all scaffolding, surplus materials, rubbish etc.
19. **Maintenance Guarantee Period (defect liability period):** The contractor guarantees that for a period of 12 (twelve) months commencing from the date of completion of contract. He shall undertake reconstruction rectification, replacement of all regular schedule work and any other work to make good the faulty work as stated under completion certificate for period of 06 (six) months from the date of issue of commissioning certificate.

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20. The contractor shall have a valid labour license and shall also maintain al records/ register/return/cards under state contract labour (R&A) rules act such as :-
- i) Register of workmen employed by contractor : Form - 9
 - ii) Employment card : Form – 10
 - iii) Muster roll : Form - 12
 - iv) Register of wages-cum-muster roll : Form - 13
 - v) Wage slip : Form – 15
 - vi) Register of over time : Form – 19
 - iii) Submission of Return in Form – 20
21. All materials supplied to the site shall be of good quality as per latest revision of CPWD specification. Any material not approved by the Engineer shall be removed from the site at his own cost by the Contractor.
22. The work carried at site as per latest edition of CPWD specification.
23. **Time schedule of contract** : Total time schedule of contract will be Six months from the date of placement of work order.
24. Further, JVM also reserves the right to cancel the tender without assigning any reasons for the same. In such event JVM shall return the Earnest money deposit.

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Special condition of contract (S.C.C.)

Work : Aluminum work for Partition, doors, Providing and Fixing false ceiling, flooring, painting and electrical fitting and construction work, Jawahar Vidya Mandir, Shyamali, Ranchi -2

1. The contractor may be asked to carry out the above mentioned work The contractor is to execute the work as per existing UPVC window . The changes in quantity may increase or decrease as given in BOQ.and contractor should do the work as per direction/ requirement of site engineer/supervisor.
2. The work will be executed on firm item rates basis as quoted. The contractor will be issued with site order indicating various works to be taken up by the contractor.
3. Any defect found within the guarantee period shall have to be attended by the contractor at their own cost and risk.
4. The institutional building regulations of the safety code shall have to be strictly followed by the contractors.
5. The work is to be executed as per specifications mentioned in BOQ and direction of site engineer. **The quantity mention in BOQ is tentative, it may increase or decrease. The payment will be on actual measurement and consumption of items.**
6. Terms of payment : 95% value bill/tax invoice shall be paid within (15) fifteen days after completion of work. Contractor shall submit Bill in triplicate along with measurement sheet/abstract of the quantity being executed by the contractor at site, Income Tax Registration no. (PAN) and Service tax registration no.
8. Work measurement sheet should be on printed form/letter head of the contractor duly signed and stamped by the contractor and certified by JVM site engineer.
9. T.D.S. will be affected from all payments as per prevailing rules.
10. 5 % (five percent) work value shall be paid after completion of warranty period/ maintenance guarantee period (6 months)and submission of pre-receipted invoice and completion of all his contractual certified by JVM along with submission of following documents :-
 - a) Completion certificate issued by JVM – original
 - b) No dues certificate from JVM
 - c) No claim/no demand certificate by the contractor – original
 - d) Copies of all statutory documents to be provided by the contractor as required by JVM
11. JVM shall deduct taxes at source as per prevailing status from the payment to be made to the contractor. JVM shall deposit amount thus deducted with the concerned authorities and issue necessary certificates to the contractor to this effect.

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