



SRI GURU NANAK DEV KHALSA COLLEGE
(UNIVERSITY OF DELHI)
NAAC Accredited B++
Dev Nagar, New Delhi-110005

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Ref. No. SGND/ADMN/22/8671

Dated: 21.02.2022

E-tendering
For
Repair and Painting Work

Sealed tenders are invited in two bid system (Technical Bid and Financial Bid) for **Repair and Painting work** at Sri Guru Nanak Dev Khalsa College, University Of Delhi, Dev Nagar, New Delhi from reputed building contractors.

The tender form/document can be obtained through college website www.sgndkc.org & CPPP (<https://eprocure.gov.in/eprocure/app>)

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Notice Inviting e-Tender

Item rates e-tenders in two bid system (Technical Bid and Financial Bid) are invited by the Principal, Sri Guru Nanak Dev Khalsa College for **Repair and Painting work** at Sri Guru Nanak Dev Khalsa College, University Of Delhi, Dev Nagar, New Delhi from reputed building contractors.

Tender document can be downloaded from the college website <https://www.sgndkc.org> & CPPP (<https://eprocure.gov.in/eprocure/app>) from 21/02/2022 to 07/03/2022. Downloaded e-tender shall be uploaded with copy of DD of Rs. 1000/- in favour of "Principal, Sri Guru Nanak Dev Khalsa College" (non-refundable).

Tender Schedule and important information

1.	Name of work	Repair and Painting work at SGND Khalsa College, University of Delhi
2.	Estimated Cost of the Work	Rs, 33,10,060/- (Rupees Thirty three lakhs, ten thousand and sixty only)
3.	Earnest Money Deposit	Rs 66,200/- (Rupees sixty six thousand two hundred only)
4.	Completion Time	40 days
5.	Cost of Tender Document	Rs 1000/- (Rupees One Thousand only)
6.	Date of start of issuing of tender	21 February 2022
7.	Last date of Submission of Tenders	7 March 2022 up to 3:00 pm
8.	Date of Opening of Technical Bid	8 March 2022 at 3:00 pm
9.	Defects Liability Period	One year (365 days)
10.	Address for correspondence	Principal Sri Guru Nanak Dev Khalsa College University of Delhi Dev Nagar, Delhi 110005

Important terms and conditions for the tender

1. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. Bidders/Contractors are advised to follow the instructions provided in the 'Instructions to the Contractors/Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>'.
2. The Bidder should upload the scanned copies of all the documents during online bid submission. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
3. 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. This will not apply in case of registered partnerships or limited company.
4. Bidder who has downloaded the tender from the Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited and Bidder is liable to be banned from doing business with Sri Guru Nanak Dev Khalsa College, University of Delhi.
5. Intending Bidders are advised to visit College website <https://www.sgndkc.org/> and CPPP website <https://eprocure.gov.in/eprocure/app> till closing date of submission of tender for any corrigendum / addendum/ amendment.
6. *Mode of payment for tender fee:* The bidder shall furnish the tender fee of **Rs.1000/-** in following manner:
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, Sri Guru Nanak Dev Khalsa College, payable at Delhi. The tender fee is non-refundable & non-transferable.
7. The above draft / banker's cheque should reach the Office of Principal, Sri Guru Nanak Dev Khalsa College by post or in person on or before 07/03/2022 by 03.00 pm.
8. *BID Security / EMD:* The bidder shall furnish the bid security / Earnest Money Deposit (EMD) of Rs. 66,200/- (Rupees sixty six thousand two hundred only) in following manner:

Demand Draft / Banker's Cheque issued by any Nationalized/Scheduled Bank drawn in favour of Principal, Sri Guru Nanak Dev Khalsa College, payable at Delhi. The draft / banker's cheque should reach the Office of Principal, Sri Guru Nanak Dev Khalsa College by post or in person on or before 07/03/2022 by 03.00 pm.

9. Sri Guru Nanak Dev Khalsa College, New Delhi will return the EMD where applicable, to every unsuccessful Contractor without any interest.
10. Bids will be opened as per date/time as mentioned above. After online opening of Technical-Bid the results of their qualification as well as Price-Bid will be intimated later.
11. A contractor shall submit the Tender which satisfies each condition laid down in this notice, failing which the Tender will be liable to be rejected.
12. Sri Guru Nanak Dev Khalsa College, New Delhi does not bind itself to accept the lowest or any tender or to give any reasons for their decision.
13. Sri Guru Nanak Dev Khalsa College, New Delhi reserves the right of accepting the whole or any part of the Tender and Contractor shall be bound to perform the same at his quoted rates.
14. The works are required to be completed within a period of 40 days from the date of issue of work order.
15. The work shall be carried out in accordance with the phasing plan approved by the college authorities to avoid disturbance to the normal working of the College. The site is expected to be handed over immediately after completion of work.
16. Submissions of the Tender by the Contractor implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors bearing on the execution of the works.
17. All pages of the bid being submitted must be signed and sequentially numbered.

Eligibility criteria

1. The bidder / contractor should have registration with CPWD/ MES/Railways/ Delhi PWD/Delhi University in appropriate category & class.
2. The bidder should not be black listed from any authorities
3. The following signed and scanned copies of the documents are to be uploaded by the bidder as part of Technical Bid as per the tender document:
 - a) Company Registration Certificate

- b) Complete company profile
- c) Valid GST Registration certificate and latest GST returns.
- d) PAN Card
- e) ESIC Registration
- f) EPFO Registration along with copy of latest EPF returns/ ECR (latest)
- g) Registration with Labour Department
- h) Power of attorney / Authority letter in case person other than the bidder has signed the tender documents.
- i) Proof of payment of EMD of **Rs. 66,200/-** (Scanned and uploaded. Original to be submitted to Principal SGNDKC)
- j) Copy of DD of **Rs. 1000/-** (Tender document fee: non-refundable)
- k) 3-year ITR of the company (most recent)
- l) Proof of experience of similar works done (copy of purchase order issued during each of last three years)
- m) Price Bid Undertaking (Annexure A)

FINANCIAL BID

Schedule of Rate/Price Bid is in the form of "BOQ.xls"

INSTRUCTIONS TO THE BIDDERS

- 1) Sealed quotations are invited under two bid system from experienced and established contractors empanelled with Delhi University / Delhi Government /Central Government agencies for **Repair and painting work** at Sri Guru Nanak Dev Khalsa College, Delhi. The Tender shall be submitted online in two Parts, viz., Technical Bid and Financial Bid.
- 2) The tender should include Earnest Money Deposit (EMD: refundable) and Cost of Tender (non-refundable), both in the form of Bank Draft drawn in favour of "**Principal, Sri Guru Nanak Dev Khalsa College**". The unsuccessful bidders will get their EMD returned within 30 days of opening of bids whereas the EMD of successful bidder shall be retained by the college till the work is over for which no interest shall be paid.
- 3) The EMD shall be forfeited:
 - if the bidder withdraws his bid during the period of bid validity.
 - in the case of successful bidder, if he fails to furnish the required Performance Guarantee within the specified time limit.
- 4) The work is required to be completed within a period of 40 days from issue of work order.
- 5) The work shall be carried out in accordance with the phasing plan approved by the college authorities to avoid disturbance to the normal working of the College. The contractor will prepare and submit a Phasing Plan of all work activities with targeted dates of completion for all the work activities and get it approved from the college authorities
- 6) Completed Tender should accompany PAN number, GSTN number, email address, phone number and registered address of the Contractor (as part of the technical Bid).
- 7) CONTRACTORS are advised to inspect and examine the site and the surroundings and satisfy themselves before submitting their Tender as to the nature of the work (so far as practicable), the form and the nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain necessary information as to the risks, contingencies and other circumstances which may influence or affect their Tender. CONTRACTOR shall be deemed to have full knowledge of the site, whether he inspects it or not and no extra charge consequent to any misunderstanding or otherwise shall be allowed.
- 8) Submissions of the Tender by the CONTRACTOR implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors bearing on the execution of the works.

- 9) T.D.S. for VAT/WCT/GST/INCOME TAX etc. as applicable to union territory of Delhi shall be deducted from the payments to be made to the Contractor and tax deduction certificate shall be issued by Sri Guru Nanak Dev Khalsa College, New Delhi as per govt. guidelines.
- 10) The work would include scraping the existing white wash / removal/clearing of all furniture, movable fittings / fixtures, equipment / appliances etc. from the site of whitewashing and covering of all immovable articles to avoid lime-stains / paint on those.
- 11) The college shall retain 10% as security money from each running bill which will be refunded after the expiry of six months of the defect liability period from which no interest shall be paid.
- 12) The Bid shall remain valid and open for acceptance for a period of 120 days from the last date fixed for opening the same.
- 13) The rates of the tender shall be valid for one year from the date of its opening.
- 14) The college shall charge 1.5% towards water/ electricity charges, which will be deducted from the bills.
- 15) The rates quoted in the tender shall include all charges for clearing of site before commencement and after completion, necessary scaffolding equipment, storage sheds, security and safety as well as working on all days including Sunday and holidays, protection of the public and safety of adjacent roads, walls, houses and buildings etc. The contractor shall take down and remove any or all such scaffolding, etc, as occasion shall require or when ordered to do so and fully reinstate all things disturbed during the execution of the work to the satisfaction of the college.
- 16) The College reserves their right to negotiate the quoted prices with L1 bidder before award of work.
- 17) Payment terms: Payment will be made in instalment subject to the judicious accomplishment of work. Full and final payment will only be made after successful completion of each work and on submission of satisfactory work report in this regard.
- 18) The payment will be made to the firm at any Bank Account maintained in India by way of NEFT/RTGS after statutory deductions as applicable laws.
- 19) The work shall be carried out to the entire satisfaction of the undersigned or any other expert/ engineer nominated by the Principal for the purpose. For any defects, the Principal has right to reject the work at the risk and responsibility of the contractor for which no appeal will be entertained.
- 20) The decision of the Principal shall be final and binding.
- 21) This notice of Tender shall form part of the contract documents.

TERMS AND CONDITIONS

Definitions: the contract document consists of the agreement, the special and general conditions of the contract, specifications and bills of quantities.

- a) **The site:** shall mean the site of contract work at Sri Guru Nanak Dev Khalsa College, New Delhi.
 - b) **Sub-Contractor:** includes those who have a direct contract with the Contractor.
 - c) **Owner:** Principal, Sri Guru Nanak Dev Khalsa College, New Delhi.
 - d) **Work:** the term “work” includes both labour and material of the Contractor/Sub-Contractor.
 - e) **Law:** Law of the place of work shall govern the construction under this contract.
 - f) **Contract documents:** shall consist of the following
 - a) Articles of agreement
 - b) General and special conditions of contract
 - c) Technical specifications
 - d) Bills of quantities
1. The work shall be carried out as per specifications in the Tender schedule/latest C.P.W.D./DSR Specifications and IS code, along with the correction slips; issued up to date of acceptance of Tender in case of doubt the decision of the Engineer/College shall be final and binding on the Contractor.
 2. The Contractor shall carryout the work in stages as to cause minimum disturbance to the working of Sri Guru Nanak Dev Khalsa College, New Delhi and other organizations. He shall be responsible for any damage to the equipment or structures, injury to the personnel during the progress of the work and he shall be liable to pay compensation as may be decided by the Principal or his authorized representative in respect of such damages /injuries.
 3. Schedules of quantities given in the contract bill are provisional and are meant to indicate the intent of the work and to provide a uniform basis for the contract. The Owner reserves the right to increase or decrease any of the quantities or to totally omit any of them. Contractor shall be bound to carry out the same without claiming any extras.
 4. The serviceable materials out of the dismantled materials, if any, will be the property of the college and properly stacked by the Contractor as directed by the college. Decision of Principal or his authorized representative on the

serviceability of the dismantled materials shall be final and binding on the Contractor.

5. All labour Employed by the Contractor shall be covered by the workman's compensation act. Any death, injury or mishap to the workmen of the Contractor will entirely be the Contractor's responsibility and the College, shall not be liable to pay any damages for the same.
6. Contractor shall take adequate safety precautions to avoid any accident etc. at site. Shall erect proper barricades, sign boards, lights, etc. shall provide safety belts, safety shoes, head gears (helmet I.S.I standard) and shall be fully responsible for any criminal & civil liabilities. All safety arrangements are to be made by contractor at his own cost.
7. No labour or material rate escalation claims will be entertained from the contractor as this work has to be completed within one month from the date of commencement of work.
8. Rates quoted shall be applicable equally to all floors and shall include all lifts and leads. No extras on this account shall be payable.
9. Contractor shall submit only computerized Bills supported with computerized measurement sheets in A4 size hard copy prints and soft copy in Microsoft Excel Format. Manual Handwritten bills or measurement sheets will not be accepted.
10. Principal, Sri Guru Nanak Dev Khalsa College reserves the right to decrease the items of work, change the specifications of works or remove the entire section of work as may be deemed necessary to finish the works within the available budget.
11. Whether specified elsewhere in the Agreement or not, the CONTRACTOR shall provide all materials (including steel and cement unless specifically spelt out in the agreement otherwise), labours of every description, energy and water and all tools, tackles, plant and transport necessary for proper execution of the work to the entire satisfaction of the OWNER.
12. Taxes: Service tax, purchase tax, turnover tax, income tax or any other tax applicable in respect of this contract shall be payable by the Contractor and Sri Guru Nanak Dev Khalsa College will not entertain any claim whatsoever in respect of the same except GST.
13. The Contractor shall in respect of labour employed by him either directly or through subcontractors, comply with or cause to be complied with the following statutory provisions and rules and in regard to all matters provided therein.
 - a) The Contract Labour (Regulation & Abolition) Act 1970
 - b) The Minimum Wages Act 1948 and related Central Rules.

- c) The Payment of Wages Act 1936 and related Central Rules.
- d) The Employee's Provident Fund & Miscellaneous Provisions Act 1952.
- e) The Employees State Insurance Act 1948.
- f) The Workmen Compensation Act 1923.
- g) The Industrial Disputes Act 1947.
- h) The payment of bonus act 1965

And any other law or modifications to the above or to the Rules made there under from time to time.

14. If the Contract work or any portion thereof, at any time, is found to be defective or fails to fulfill the requirements of the agreement, the Principal shall give the CONTRACTOR notice in writing setting forth of such defects or failure and the CONTRACTOR shall forthwith make good the defects or replace or alter the same to make it comply with the requirements of the agreement.
15. All materials and work, whether at the site or in the CONTRACTOR's /Sub-Contractor's premises shall be subject to inspection and test by the Principal (or authorized representative). Any materials, equipment, etc. brought to the site and found to be not satisfactory in accordance with the agreement, shall be rejected by the Principal (or authorized representative) and the CONTRACTOR shall remove the materials from the site within the period specified. The CONTRACTOR shall take adequate steps to rectify the defects or to replace such materials and work which have failed during inspection /testing. The CONTRACTOR shall not be entitled to any extension of time or extra cost for rejection as per above.
16. In the case of extra item(s) (items that are completely new, and are in addition to the items contained in the contract), the contractor will submit rates, supported by rate analysis, for the work and the Principal after giving consideration to the analysis of the rates submitted by the contractor, will determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.
17. **Maintenance guarantee / Defects liability period:** Maintenance Guarantee period will be one year from the actual date of completion and handing over to the OWNER.
 - a) The CONTRACTOR guarantees that within the maintenance guarantee period, the contract work shall not show any signs of defects, cracks, settlements, disfigurations, shrinkage, leakage, dampness or any other defects.
 - b) The CONTRACTOR shall maintain and satisfactorily execute, at his own cost, all such works of repair, amendment, re-construction, rectification, replacement and any other work to make good the faulty work as stated in Article (a) during the maintenance guarantee period.

- c) At the end of the maintenance guarantee period, the CONTRACTOR, along with Principal (or authorized representative) shall carry out final inspection of the contract work to prove that no defects had appeared or that all defects which appeared in the contract work have been rectified to the entire satisfaction of the College. If during the final inspection it is found that the defects still remain in the contract work, the period of maintenance guarantee shall be extended at the discretion of the College and the CONTRACTOR shall be liable to make good the defects and be responsible for the maintenance of the work till the defects have been fully rectified.
 - d) Upon successful completion of the maintenance guarantee period the Principal shall issue final acceptance certificate to the CONTRACTOR
- 18. The College may withhold or on account of subsequently discovered evidence nullify the whole or part of any certificate to such an extent as may be necessary in his reasonable opinion to protect the Owner from loss, for defective work, non- payment to Subcontractors, or other claims connected to this work.
 - 19. The Contractor shall indemnify the Owner against any liability, loss, claim or proceedings whatsoever arising under any statutory or common law in respect of personal injury to or the death of any person, whomsoever arising out of or in the course of or caused by carrying out the work.
 - 20. Contractor shall not employ child labour under 18 years of age and if female workers are employed, he should make provision for safeguarding the small children to keep them clear of the site. All labour shall wear proper safety gear to protect them from any head injury.
 - 21. In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per C.P.W.D. Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith.
 - 22. **Force majeure**
In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts.

The term "Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire affecting the performance of the Contract, Flood and Acts and Regulations of respective government of the two parties, namely SRI GURU NANAK DEV KHALSA COLLEGE and the Contractor.

Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said clause by giving notice to the other party within 72 hours

of the ending of the cause respectively. If deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, SRI GURU NANAK DEV KHALSA COLLEGE shall have the option of cancelling this contract in whole or part at its discretion without any liability at its part.

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

23. **Arbitration:** All matters connected with this shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at Delhi. In case of dispute, the difference of opinion on any matter pertaining to the works, the decision of the Principal/ College shall be final and binding on the contractors and the owners. If either party is not satisfied with the decision, within 28 days, a notice to this effect will be sent to the College in writing. Decision of Principal Sri Guru Nanak Dev College shall be final and binding in this regard.

PRICE BID UNDERTAKING
(To be given on Company letterhead)

From: (Full name and address of the Bidder)

To,
Principal
Sri Guru Nanak Dev Khalsa College
University of Delhi
Dev Nagar, Delhi

Dear Sir/Madam,

1. I submit the Price Bid for _____ and related activities as envisaged in the Bid document.
2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.
3. I offer to work at the rates as indicated in the price Bid, BOQ inclusive of all applicable taxes.
4. I am / we are not blacklisted in any authorities/ Departments.

Yours Faithfully,

Signature of the Authorized Representative