INVITATION TO TENDER

GENERAL CONDITIONS OF CONTRACT

FOR

INTERIOR & FURNISHING IN MOOT COURT HALL, SEMINAR HALL & CLASS ROOM, LIBRARY & OFFICE WOODEN FURNITURE IN LAW DEPARTMENT OF JIWAJI UNIVERSITY, GWALIOR

ADDRESS: THE REGISTRAR,
JIWAJI UNIVERSITY,
UNIVERSITY ROAD,
GWALIOR

I N D E X

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No-Store/11/187 Dated 19.01.2011

TENDER NOTICE

Sealed tenders on item wise rate basis are invited for Institute of Law Jiwaji University, Gwalior from reputed Furnishing contractors having past experience in having executed similar works for leading govt. undertakings, nationalized institutions and reputed autonomous institutions etc. The contractor should preferably also have an experience of executing of similar type of work for the District courts/H'nble High Courts .The contractor is required to provide interior furnishing of moot court hall, seminar hall, class room, library and office wooden furniture thereof.

S.No.	Item	Probable Amount in Lacs	Earnest Money of DD in favor of Registrar Jiwaji University, Gwalior	Completion period of work	Cost of Tender Form (Cash Deposit, non refundable)
1	Interior & furnishing in moot court hall, seminar hall, class room, library and office wooden furniture thereof.	Rs. 20.00	Rs. 40000/-	Three Months	Rs.1000.00

Tender documents can be obtained from the OFFICE of THE STORE DEPARTMENT of Jiwaji University, Gwalior in the working hours on or before 4-02-2011 upto 3PM.

The tender form completed in all respects (sealed) should reach

THE REGISTRAR, JIWAJI UNIVERSITY, UNIVERSITY ROAD, GWALIOR.

latest by 10.02.2011 before 5.30 P.M

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The bidder should note that they submit the Bid in two separate sealed covers one super-scribed as “Technical Bid” while the other as “Commercial Bid. The earnest money should be in seperate envelope. The technical and commercial bids of the Tender shall be opened on the 11-02-2011 at 3.00 p.m. in the presence of the intending bidders at the above given address.

The REGISTRAR, JIWAJI UNIVERSITY reserves the right to reject any or all the tenders without assigning any reason whatsoever.

Registrar

S E C T I O N - 1

TENDER NOTICE

Sealed tenders on item wise rate are invited from reputed Furnishing contractors having past experience in having executed similar works for leading nationalized institutions , govt. undertakings such as District Courts/H'nble High Courts and reputed autonomous institutions etc. for providing interior furnishing of moot court hall, seminar hall, class room, library, office and wooden furniture thereof for Institute of Law, JIWAJI UNIVERSITY, GWALIOR.

Earnest Money Deposit: By way of DD favoring The Registrar, Jiwaji University Gwalior , and payable at Gwalior.

Name of job :	Interior & Furnishing
EMD :	Rs. 40000/-
Probable Amount	20.00 lacs
Time of Completion	3 months

Tender documents can be obtained from THE STORE DEPARTMENT of the University against payment of tender fee of Rs.1000 in cash.

Date of commencement of work : 7 days, from the date of signing of the agreement/from the date of handing over the premises whichever is earlier.

Defects Liability Period : 12 months from date of completion of work.

Tenders submitted without Tender Fee\ earnest money by way of Demand Draft/Pay order will not be considered. Incomplete Tender and any correction in the tender by the contractor will disqualify the Tenderer. All the tender sheets should be signed and sealed by the Tenderer or else the tender will be disqualified.

The tender form completed in all respects (sealed) should reach THE REGISTRAR, JIWAJI UNIVERSITY, UNIVERSITY ROAD, GWALIOR latest by **10.02.2011** before 5.30 P.M The technical bids of the Tender shall be opened on 11.02.2011 at 3.00p.m. in the presence of the intending bidders at the above given address.

Contractor's representative can be present during the Tender opening. All Prospective tenderers are requested to inspect the site during working hours and get all the clarification cleared from the HOD/DIRECTOR, Institute of Law, JIWAJI UNIVERSITY, GWALIOR before quoting the tender. Incomplete Tender will be rejected after scrutinizing the Tender by the JIWAJI UNIVERSITY TENDER COMMITTEE. No variation what so ever from the specification of materials will be entertained unless given written permission from the REGISTRAR, JIWAJI UNIVERSITY. The REGISTRAR, JIWAJI UNIVERSITY reserves the right to reject any or all the tenders without assigning any reason whatsoever.

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SECTION 2

TENDER FORM

From

Dear Sir,

Sub: Interior FURNISHING of moot court hall, seminar hall, class room, library , office and wooden furniture thereof.

I/we hereby confirm having gone through the tender notice, prequalification criteria, specifications of materials, drawings etc. as per details of work specified in the tender documents\bill of quantities.

I/we have gone through all the terms and conditions of the contract. If this tender is accepted I hereby agree to abide by and fulfill all the terms and conditions of this agreement.

In case of concealment of any information in our prequalification criteria and in case if the work is awarded to us and the same is not accepted or if accepted the same is not executed by us, we hereby undertake that the EMD of Rs.40000/- submitted along with the tender be forfeited by the university and also indemnify the JIWAJI UNIVERSITY towards any \all loss arising of events as mentioned above.

Place : Yours faithfully,
Date

(signature & seal of the tenderer)

Witness : (Name & Address) (Signature)

1.

2.

S E C T I O N - 3

(INSTRUCTION TO TENDERERS)

3.1 TENDERERS ARE EXPECTED TO VISIT THE SITE BEFORE QUOTING THE RATES AND SHOULD SATISFY THEMSELVES AS TO THE NATURE AND CONDITIONS OF THE WORK AND FACILITIES AVAILABLE ETC.

3.2 The tenderers are required to examine the enclosed general plan and tender form and conditions mentioned in the tender.

3.3 The tenderer should quote the rates in figures and words.The amount for each item should be worked out and the requisite totals shall be given. The total amount shall be written both in figures and words.

3.4 The rates quoted in this tender shall be for measured finished work and shall include charges including cost of materials, transportation, labour, freight charges ,taxes etc complete.

3.5 No additional clauses, alterations in specifications by the tenderer will be accepted. If done the Tenderer is disqualified.

3.6 The successful tenderer shall execute an agreement with The Registrar, JIWAJI UNIVERSITY, GWALIOR a specimen of which is given in this tender document. EMD is refunded to the tenderer after the issue of the certificate of actual completion of work by the HOD/DIRECTOR of Institute of Law, JIWAJI UNIVERSITY GWALIOR.

3.7 The work is to be completed within 3 months from the date of signing the agreement with the REGISTRAR, JIWAJI UNIVERSITY.

3.8 The successful tenderer shall give all necessary personal attention to the work during the progress of work and also until the expiry date of "Defects Liability Period" which is twelve months from the completion of work.

3.9 The REGISTRAR, JIWAJI UNIVERSITY, GWALIOR reserves the right to reject any portion of work or materials which is found unsatisfactory and not up to the standard on inspection by the experts.

3.10 A retention amount of 5% will be retained from each running bill, final bill and shall be paid to the tenderer after relating 5 percent due retained amount will be paid after twelve months from date of completion and duly certified by the HOD/DIRECTOR OF INSTITUTE OF LAW, JIWAJI UNIVERSITY,GWALIOR.

3.11 TDS as per applicable rates shall be deducted from each running bill.

3.12 The rates quoted shall be inclusive of all taxes, VAT etc. Income tax will be retained from each running bill.

3.13. The preference shall be given to the tenderer who has an experience of working in District Courts/H'nble High Court. The tenederers are required to produce the experience certificate for carrying out this type of work, duly certified by the competent authorities.

3.14 The successful tenderer shall have to pay a sum of Rs.500.00 (Rupee five Hundred only) per day for delay of work as liquidity damages for first fifteen days and thereafter at Rs.1000 per day up to 30 days. In case of delay beyond 30 days the REGISTRAR, JIWAJI UNIVERSITY reserves the right to get the work executed by any other party and claim the cost from the contractor.

3.15 Rates are negotiable at the option of The Tender Committee.

3.16 The tenderers shall supply photocopy of PAN, SALES TAX REGISTRATION CERTIFICATE along with the certified copy of last Income Tax Return.

Date Signature & stamp of contractor

LIST OF APPROVED MATERIALS

MATERIAL	MANUFACTURER / BRAND NAME
Ply	Anchor/Century/Multiply/Kit/ Green Equivalent Isi Mark
Teak-Wood	First Quality, Seasoned Wood Free From All Defects
Mortice Locks, Night Latch	Godrej/Laxmi/Vijayan/Equivalent
Multi Purpose Locks	Godrej/Laxmi/Vijayan/Equivalent
Mouldings	Mouldings - T.W. Wood
Laminate	Formica /Newmika /Amulya /Signature,/Euro, ISI Mark
Glass	Modi Guard
Screw / Nail	G.K.W., Nelle Fold
Hinges	Ozone, Magnum
Hardware	Ozone, Magnum, Everite
Floor Spring	Hemco, Ozone
Door Closure	Magnum,Everite
Adhesive	Fevicol
Paints	Asian, Deluxe
Cement	L&T, Acc
Vitrified Tiles	Bell, Nitco
Ceramic Tiles	Nitco, Kajaria
False ceiling	Gypsum, Armstrong
PVC / Vinyl Flooring	Armstrong
Sand	River Sand Screened
Banding/Water Proofing Chemical	Bal/Roffo/Sunanda/Ciba

S E C T I O N - 4

(GENERAL CONDITONS OF CONTRACT)

1. DEFINITIONS

a) THE REGISTRAR,JIWAJI UNIVERSITY, GWALIOR shall mean The REGISTRAR, JIWAJI UNIVERSITY, GWALIOR.

b) THE CONTRACT mean the notice inviting the tender, the tenderer's acceptance there of and the formal agreement executed between. The REGISTRAR, JIWAJI UNIVERSITY, GWALIOR and the tenderer.

c) The contractor together and the documents referred to there including these conditions with appendices and any special conditions, the detail specifications and design working drawing. All these documents taken together shall be deemed to form one contract and shall compliment to one another.

d) THE CONTRACTOR shall mean the individual, firm or a Company whether incorporated or not, undertaking the works and shall include legal representative of such individual or persons composing such firms or successors of such firm or Company as a case may be and permitted assigns of such individual of firm or Company.

e) THE SITE shall mean the site of contract work allotted by the REGISTRAR JIWAJI UNIVERSITY,GWALIOR for the contractor's use.

f) THE WORK shall mean the work to be executed in accordance with the contract and shall include all extra or additional, altered or substitute works as required for performance of the contract.

2. SCOPE OF CONTRACT:

The contractor shall carry out and complete the works in every respect in accordance with this contract and in accordance with the directions and to the satisfaction of The HOD/DIRECTOR, INSTITUTE OF LAW, JIWAJI UNIVERSITY, GWALIOR. The REGISTRAR,JIWAJI UNIVERSITY, GWALIOR may in his absolute discretion from time to time issue further drawings or written instructions, details, directions & explanations which are hereafter collectively referred to as "Employer's Instructions"

3. DRAWINGS & SPECIFICATIONS:

One complete set of drawings & specifications shall be furnished by The REGISTRAR,JIWAJI UNIVERSITY, GWALIOR to the contract, and The REGISTRAR,JIWAJI UNIVERSITY, GWALIOR shall furnish within such time he may considered reasonable, one copy of any additional drawings which in his option may be necessary for the execution of any part of the work. Such copies shall be kept on the work site and The REGISTRAR,JIWAJI UNIVERSITY, GWALIOR and his representatives shall at all reasonable time have access to the same. This contract and signed drawings and specifications shall remain in the custody of The REGISTRAR,JIWAJI UNIVERSITY, GWALIOR and shall be produced as and when required by the contractor.

4. THE CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

The contractor should provide all the items necessary for the proper execution of work according to the specifications given. There should not be any discrepancy therein. In all drawings figured dimensions shall be read of and followed in preference to scaling off. The REGISTRAR,JIWAJI UNIVERSITY, GWALIOR shall not charge the contractor for his own unrented space or for electricity. The contractor shall supply, fix and maintain at his own cost, all the necessary facility including lighting by night as well as day for the proper execution of work.

5. MATERIALS & WORKMANSHIP

All materials and workmanship of the respective clients should be in accordance with the specifications and REGISTRAR’S, JIWAJI UNIVERSITY instructions The contractor shall at his own cost arrange for and carryout any test of materials which The REGISTRAR,JIWAJI UNIVERSITY, GWALIOR may require.

6. CONTRACTOR'S SUPERVISION :

The contractor should employ a competent, qualified person approved by The REGISTRAR,JIWAJI UNIVERSITY, GWALIOR until the expiration of the defects liability period.

7. REMOVAL OF WORKMEN:

The contractor shall on request of The REGISTRAR,JIWAJI UNIVERSITY, GWALIOR remove from work any person who may in the opinion of The REGISTRAR,JIWAJI UNIVERSITY, GWALIOR be unsuitable or incompetent.

8. ACCESS FOR EMPLOYER TO SITE:

The REGISTRAR,JIWAJI UNIVERSITY, GWALIOR and his representative shall at all reasonable time have free access to the site and to the factory's and for places where materials are prepared or constructed.

9. ASSIGNMENT AND SUBLETTING:

The entire work in the contract shall be executed by the contract and shall not transfer assign or underlet the contract or any partner without the written consent of The REGISTRAR,JIWAJI UNIVERSITY, GWALIOR.

10. REMOVAL OF IMPROPER WORK:

The REGISTRAR,JIWAJI UNIVERSITY, GWALIOR shall, during the progress of work have power to order in writing the removal of work or material which is not in accordance with the specifications and instructions given. In case of default on part of the contractor, The REGISTRAR,JIWAJI UNIVERSITY, GWALIOR shall have the power and employ and pay the other person to carryout the same and all expenses incurred by The REGISTRAR,JIWAJI UNIVERSITY, GWALIOR shall be born by the contractor or deducted from the contractor's amount. The REGISTRAR,JIWAJI UNIVERSITY, GWALIOR shall have, the right to remove or change the items as mentioned in the schedule of quantity.

11. DEFECTS LIABILITY:

All the defects due to materials or workmanship should be rectified by the contractor immediately at his own cost for a period of 12months.

12. MODE OF PAYMENT:

Payment shall be made to the contractor after certification by The HOD/DIRECTOR of LAW DEPARTMENT, JIWAJI UNIVERSITY, GWALIOR . Interim bills based on the completion of work shall be raised every fortnight. 5

% will be retained from each bill as retention and will be paid after the period of defects liability of 12 months after completion of work.

13. FINAL BILL:

The final bill by the contractor should be submitted within 20 days of virtual completion of work. No further claims shall be made by the contractor after the submission of final bill. The Earnest Money Deposit shall be paid after the Defects Liability Period.

14. PENALTY FOR TIME DELAY FOR COMPLETION

An amount of Rs.500/- day from contract value will be deducted for every additional day or part of the delay of work taken by the contractor for the satisfactory completion of the work. If the delay occur due to a reason beyond his control the contractor, should immediately apply for an extension to The REGISTRAR,JIWAJI UNIVERSITY, GWALIOR. A limited extension of time may be given by The REGISTRAR, JIWAJI UNIVERSITY, GWALIOR in writing, after getting the opinion of the Tender Committee.