

Details of Bid Document

***To Engage an Agency for
Carrying out Construction of Toilets
in MAEF***



Maulana Azad Education Foundation (MAEF)
Maulana Azad Campus, Chelmsford Road
Opp. New Delhi Railway Station
New Delhi – 110055

Department Name	Maulana Azad Education Foundation (MAEF)
Type of Organisation	Under Aegis of Ministry of Minority Affairs (MoMA), GoI
Address	Maulana Azad Campus, Chelmsford Road, Opposite New Delhi Railway Station, New Delhi – 110055. Phone: +91-11- 23583788, 23583789.
Name of Work	To Engage an Agency for carrying out Construction of Toilets in MAEF
Tender Currency Settings	Indian Rupee (INR)
Joint Venture\Consortium	Not Applicable
Tender Details :	
Bid Processing Fee	Rs. 500/- (Rupees Five Hundred Only) in form of Demand Draft (Non Refundable)
Bid Processing Fee Payable to	Non-refundable by Demand Draft in favour of “Maulana Azad Education Foundation” payable at New Delhi.
Earnest Money Deposit	Rs.5000 /- (Rupees Five Thousand Only) as Demand Draft in favour of “Maulana Azad Education Foundation” from any Nationalized Bank/scheduled bank.
Expected Cost of the Work	Rs. 1,75,000/- Approx. (Rupees One Lakh Seventy Five Thousand only)
Work Completion Time	15 days
Bid upload Date	30.12.2020
Last Date & Time for Submission of Technical Bid & Financial Bid	12.01.2021, 2020 at 11:30 AM
Date of Tender opening	12.01.2021 at 12:00 noon
Bid Validity Period	90 days from opening of price bid
Remarks	Tenders will be opened on 12.01.2021 at 12:00 noon Representatives of the bidders are invited to attend the bid opening meeting. The technical bids will be opened and scrutinized with regard to the eligibility criteria as mentioned in the Tender Document under the heading “Instructions to Bidders”. Bidders who meet the qualification criteria under the technical bidding process will be processed for financial bid. Thereafter, the Financial Bids of technically qualified bidders will be opened on subsequent date. Agency which quotes the lowest price (L-1) will be considered for the issuance of Work Order.

A. ELIGIBILITY CRITERIA

Have successfully completed or substantially completed similar works during last three years ending last day of month previous to the one in which applications are invited should be either of the following: -

- a. Three similar works each completed and each costing not less than 40% of the estimated cost.
or
- b. Two similar works each completed and each costing not less than 50% of the estimated cost.
or
- c. One similar work completed and costing not less than 80% of the estimated cost.
- d. The bidder has average annual turnover of Rs 5 Lakh per year in the last three financial years ending 31.03.2020.
- e. The Agency should be G.S.T. compliant.

B. SUBMISSION OF OFFER:

Bidder has to submit hard bound document duly numbered. Loose documents shall be out-rightly rejected. The Tender should be submit its offer in in three (3) envelopes in the following manner:-

- a. 1st sealed **Envelope** is marked as “**Envelop No.-1 (Technical Bid)**”. This shall contain complete supporting documents fulfilling eligibility, like copy of work orders bringing out the relevant experience of similar work with at least one PSU/Govt. department during last 3 years alongwith its completion certificate, CA Certificate/financial statements for annual turnover, signed copy of downloaded bid documents for bringing out the fact that they meet the eligibility criteria as above. There should be no mention of the prices in the Technical Bid Document. All documents with signature & seal of the submitting company shall be considered as authentic. **Filling up the prices with Technical Bid will disqualify the Bidder.** It shall contain:
 - i. EMD, Bid cost and documents in support of Eligibility of the Agency as mentioned above.
 - ii. Entire Bid documents duly signed either purchased from MAEF office or downloaded from website and papers showing eligibility as per tender documents.
 - iii. The Bid documents should be spiral bound, properly stapled. Loose documents shall not be accepted.
- b. 2nd sealed **Envelope**, marked as “**Envelope No. 2 (Price Bid)**” shall contain the Financial Offer. Financial Offers of those agencies shall be opened who meet the eligibility criteria.
- c. 3rd sealed **Envelope** should contain the **Bid Processing Fee** of **Rs. 500/-**

(Non Refundable) and **EMD of Rs.5000 /- (Rupees Five Thousand Only)** in form of Demand Draft drawn in favour of 'Maulana Azad Education Foundation' payable at New Delhi.

- d. The first, second & third sealed envelopes should be enclosed in a larger envelope duly sealed. All pages of the offer must be signed & stamped. The bids complete in all respect must be submitted through **Speed Post/Courier or by hand** by depositing in the Tender Box kept at the reception in the office of MAEF marking **"Offer for File No. IX/2/ADMN-REPAIR/MT/MAEF/20"**

C. SCOPE OF WORK:

- a. Bidders are required to visit the site before submission of the bid to understand the quantum of job so as to check the inclusion/exclusion of the item specifications of the bid, if required.
- b. Develop the work plan, execute and manage, resources and scope of the project to enable the successful completion of the work of finishing the required job of Repair and Renovation work in MAEF office campus.
- c. The Agency shall provide a full time supervisor or representative on site at all times. During the working hours, discipline should be maintained for the corresponding office hours and no noise should be made meanwhile. The work shall be completed within the specified time limit and be totally free from any faults.
- d. If any other activity which is out of the BoQ/specifications becomes mandatory for execution, it should be informed and notified to the concerned person of MAEF. Further, any damages must be rectified immediately or it will be surcharged by deduction on the quoted invoice.
- e. The Agency shall clean up and properly dispose of any excess materials and debris resulting from the work. The cost of cleanup and disposal and all other costs, taxes and contingencies shall be included in the cost of the BoQ.
- f. Safety must be ensured in all aspects.
- g. The work shall be carried out in accordance with CPWD specifications.

D. Items mentioned in the bid shall be as per prescribed terms and conditions and Technical specifications.

E. A person signing the Bid form and other documents forming part of the contract on behalf of the Bidder shall be deemed to guarantee that he has authority to bind the Bidder and if it subsequently comes to light that the person so signed had no authority to do so, MAEF may without prejudice to any other civil and criminal remedies cancel the contract or the Bid and hold the Bidder liable for all costs, charges and damages.

F. Nothing extra shall be paid on account of any discrepancy in nomenclature of the item. The Bidder shall seek clarifications if any before submitting the Bid.

G. Any cutting, overwriting etc. in bid must be signed by the Bidder.

H. MAEF reserves the right to split the order to more than one Agency and increase

or decrease the quantity without assigning any reason.

I. EARNEST MONEY:

Earnest Money Deposit (EMD) amounting to Rs.5000/- (Rupees Five Thousand Only) shall be submitted in the form of Demand Draft along with the Bid in favour of "Maulana Azad Education Foundation" payable at New Delhi. *Exemption from submission of EMD would be allowed if the Agency is registered with MSME as per GFR.*

J. VALIDITY OF OFFERS:

The Bidder agrees that the rates submitted shall remain valid for acceptance for a period of 90 days from the date of opening of the Bids.

K. ACCEPTANCE OF BIDS:

The acceptance of bid will rest with MAEF and does not bind to accept the lowest bid and reserves the authority to reject any or all of the bids received, without assigning any reason.

Bids in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected. MAEF does not bind itself to accept the lowest or any bid and reserves to itself the right of accepting the whole or any part of the bid and the Bidder shall be bound to perform the same at the rates quoted. If any Bidder stipulates any conditions of his own, such conditional bid is liable to be rejected. Upon acceptance of the Bid by MAEF, the Bidder shall undertake to agree with terms and conditions of MAEF's Award Letter for the works awarded to him under the Bid.

L. INSPECTION & TESTING:

The MAEF representatives or ultimate client or inspecting authorities shall have the right to inspect and test the services for their conformity to the specifications. Where MAEF decides to conduct such tests on the premises of the Supplier, all reasonable facilities and assistance like testing instruments and other test gadgets including access to the drawings and production data shall be furnished to the Inspector free of cost. In case the tested goods fail to conform to the specifications, the Inspector may reject them and the Supplier shall either replace the rejected goods or make alteration necessary to meet the specifications requirements free of cost to the Purchaser.

M. PAYING AUTHORITY: CEO & Secretary, MAEF.

Payment Terms: 90% of the payment will be made on successful completion of the work subject to satisfactory inspection report and receipt of the final bill within thirty (30) days. No advance payment would be done. All payments to Agency will be subjected to TDS as applicable.

N. The time allowed as mentioned in the award letter shall be deemed to be the essence of the contract. Any failure on adherence to the schedule will invoke the liquidated damages clause.

O. TAXES:

The rates quoted by the Bidder shall be deemed to be inclusive of the GST and other

levies, VAT, duties, royalties, cess, labour cess, toll, taxes of Central and State Governments, local bodies and authorities that the Bidder will have to pay for the performance of this contract.

P. DISPUTES / ARBITRATION:

In the event of any dispute or difference arising between MAEF and the Bidder in any matter covered by this contract or arising directly or indirectly therefrom or connected or concerned with the said contract in any manner of implementation of contract, in any manner of the implementation of any terms and conditions of the said contract, the matter shall be referred to the Secretary, MAEF, within 30 days of occurring of dispute who may himself act as sole arbitrator or may name as sole arbitrator an officer of MAEF notwithstanding the fact that such officer has been directly or indirectly associated with this contract and the provisions of the Indian Arbitration Act shall apply to such arbitration. The Bidder expressly agrees that the arbitration proceedings shall be held at New Delhi. In case the Bidder wants to take the dispute to a court of law after arbitration award as aforesaid, it is clearly understood that only courts in Delhi shall have the jurisdiction.

Q. FORCE MAJEURE:

1. Apart from and in addition to what is stipulated in the Civil Court of New Delhi the following occurrence may according to the circumstances constitute a case of Force Majeure and absence of Force Majeure.
 - a. The unforeseen act of the third party for which the Agency is not responsible
or
 - b. An official prohibition preventing the performance of the order
Or A natural catastrophe such as an earthquake, lightning or civil war.
2. The absence of Force Majeure;
 - a. A strike or lockout taking place in the undertaking of the Agency or affecting the branch of business in which he carries out its activities,
or
 - b. An increase or reduction in the price of raw material or labour etc. necessary for the performance of the order, or the enactment of new legislation whereby the obligations of the Agency become more onerous.

R. AGENCY'S RISK:

All risks of loss of or damage to physical property and of personal injury and death, which arise during and in consequence of the performance of the Contract other than the excepted risks which are:

1. In so far as they directly affect the execution of the Works, the risks of war, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Agency's employees), natural calamities and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive,
or
2. A cause due solely to the design of the Works, other than the Agency's design is the responsibility of the Bidder.

S. TERMINATION OF CONTRACT:

In case of failure of the Bidder to perform the contract as per the terms and conditions and to the satisfaction of MAEF, MAEF reserves the right to terminate the contract without assigning any reason. MAEF shall have a right to complete the work through any Agency at the risk and cost of the Agency.

**Technical Bid Format
(on Letter Head of the Agency)**

Date_____

To,
The Secretary ,
Maulana Azad Education Foundation,
Maulana Azad Campus, Chelmsford Road,
Opposite New Delhi Railway Station
New Delhi -110055

Subject: Technical Bid for Engagement of an Agency for carrying out Construction of Toilets in MAEF.

Sir,

Please find enclosed Technical Bid in response to Bid Documents issued by Maulana Azad Education Foundation for Engagement of an Agency for the aforesaid work.

We agree and undertake to abide by all these terms and conditions stipulated in the Bid Document issued by MAEF. The information/ documents submitted along with the Proposal are complete/ true to the best of our knowledge.

We acknowledge that MAEF reserves the right to accept or reject the proposal without assigning any reason or otherwise.

Thanking you.

For and on behalf of

Signature of Authorized Representative/Signatory

Name

Designation

(Company Seal)

**Financial Bid Format
(on Letter Head of the Agency)**

Date_____

To,
The Secretary,
Maulana Azad Education Foundation,
Maulana Azad Campus, Chelmsford Road,
Opposite New Delhi Railway Station,
New Delhi -110055

Subject: Financial Bid for Engagement of an Agency for carrying out Construction of Toilets in MAEF.

Sir,

Please find enclosed Financial Bid as per the Terms of Reference given in this Tender Document of MAEF, within the time specified and in accordance with the specifications, themes/designs and instructions as per general terms and conditions. The detailed price bid in prescribed format is enclosed herewith.

Thanking you.

For and on behalf of

Signature of Authorized Representative/ Signatory

Name

Designation

(Company Seal)

Details of Agency

S. No.	Particular	Details
1	Name of Agency	<i>Enclose Registration Certificate</i>
2	Type of Agency: Proprietorship / Partnership / Pvt. Ltd. /Public Ltd. Company/ Society/Trust	<i>Enclose Registration Certificate</i>
3	Registration No. & Date of Registration of Agency	<i>Enclose Registration Certificate</i>
4	Name of Director(s)/CEO/President/Head	
5	Contact Details of Director(s)/CEO/President/Head	<i>Contact No./ Email id</i>
6	Registered Head Office Address	<i>As per Registration Certificate</i>
7	Correspondence Address	
8	Name of Authorized Representative	
9	Mobile No. of Authorized Representative	
10	Email id of Authorized Representative	
11	Fax No.	
12	Website Address of Agency (if available)	
13	PAN Card Number	<i>Enclose copy of PAN card</i>
14	GST No.	<i>Enclose GST Certificate</i>
15	Registration with MSME	<i>Enclose Copy</i>

Prior Exposure of the Agency

Details of similar work executed in last three (3) years

S. No.	Financial Year	Name of Funding Agency	Description of Work	Location of Event	Value of Contract in Rs.
1					
2					
3					

- Each of the listed works shall be supported with the copy of the work order or work completion certificate. **Work completion certificate shall mention the nature of work, value of work completed.**
- Non-disclosure of any information in the schedule will result in disqualification of the Agency.

Financial Details of the Agency

(On the Letterhead of Chartered Accountant with date, Signature, Registration No. and Seal)

This is to certify that the (Name of Agency) having its registered office at (Address) has an average turnover of 5 lakh or more in the last three consecutive years (FY1, FY2, FY3). The annual turnover of the Agency is as under –

S. No.	Financial Year	Annual Turnover (INR)
1		
2		
3		

For and on behalf of

Chartered Accountant Signature

Name

Registration No.

(Company Seal)

(An affidavit on a non-judicial stamp paper of Rs.100/- by the Agency)

AFFIDAVIT for NON-BLACKLISTED/NON-BANNED PARTY

(Name of Agency) having its registered office at (Office address) hereby confirm that we have not been blacklisted/banned/debarred by any Central Government/State Government/Semi Government Organization/PSU or any other Agency.

It is also certified that we have not directly/indirectly engaged or indulged in any kind of fraudulent, corrupt or undesirable practices.

The information/documents submitted along with the Proposal are complete/true to the best of our knowledge.

For and on behalf of

Signature of Authorized Representative/ Signatory

Name

Designation

(Company Seal)

Annexure:Scope of Work

Construction of toilets (2) in MAEF: The scope of work should contain but not limited to the following activities:

- a. Providing and Fixing quality ceramic glazed wall tiles of approved make by MAEF.
- b. Providing and Laying vitrified floor tiles of approved make by MAEF.
- c. Providing and fixing white vitreous china pedestal type water closet with seat and lid.
- d. Providing and fixing wash basin (white vitreous china wash basin) with brass pillar taps.
- e. Providing and fixing SS Jet with flexible tube.
- f. Providing and fixing PVC waste pipe for wash basin.
- g. Providing and fixing mirrors, glass shelves, aluminium doors.