

FURNITURE WORK TENDER

FOR

**The Expansion of the Hostel facility at Plot
No. – 5, Knowledge Park-II,
Greater Noida**

FOR

**M/S BIRLA INSTITUTE OF
MANAGEMENT TECHNOLOGY.**

(Plot No. 5, Knowledge Park-II Greater Noida)

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Toll-free No.1800 5723 999

Furniture Work For the Hostel at Greater Noida.

NOTICE INVITING TENDER

1. Item rate tenders are invited on behalf of the Director of **M/S Birla Institute of Management Technology** for the procurement of furniture to expand the hostel facilities for students at Knowledge Park II, Greater Noida.
2. Agreement shall be drawn with the successful tenderer on the prescribed form; the tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
3. The time allowed for carrying out the work will be 1 (One) Month from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.
4. The site for the work is available.
5. **Tenders, placed in sealed envelopes, with the name of work and due date written on the envelopes, will be received at the Office of Mr. Anil Goyal (GM Campus Admin) BIMTECH at Plot No. – 5, Knowledge Park – II, Greater Noida (U.P.) up to 5 P.M. on 26/04/2024 or before.**
6. The description of the work is as follows: -
Furniture Work for the Hostels at Greater Noida.
The BOQ document pertaining to the works will be open for inspection by the tenderer at the office of the above-mentioned officer.
7. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders the form and nature of the site, the means of access to the site, the accommodation they may require, and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers, and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer 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, inclusive of local authorities and local conditions and other factors having a bearing on the execution of the work.
8. The competent authority, on behalf of the Director of M/S Birla Institute of Management Technology, is not bound to accept the lowest or any other tender and reserves the authority to reject any or all tenders received without assigning any reason.

All tenders, in which any of the prescribed conditions are not fulfilled or any condition including that of conditional and/or unconditional rebate is put forth by the tenderer, shall be summarily rejected.

9. All tenders, in which any of the prescribed conditions are not fulfilled or any condition including that of conditional and/or unconditional rebate is put forth by the tenderer, shall be summarily rejected.
10. The notice inviting Tender shall form a part of the Contract document. The successful tenderer/contractor, on acceptance of his tender by the Accepting authority, shall within 07 days before the stipulated date of start of the work sign the Contract consisting of.
 - (a) The notice inviting tender, all the documents including special conditions, specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

**Signature of project Head
For & behalf of Director of
M/S BIRLA INSTITUTE OF MANAGEMENT TECHNOLOGY.**

AGREEMENT

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AGREEMENT

This agreement made on this ----day of -----2024 between **M/S BIRLA INSTITUTE OF MANAGEMENT TECHNOLOGY**, a company incorporated under the Companies Act, 1956, having its registered office (Hereafter called the '**Owner**') of one part and **M/s. _____**, a company incorporated under the Companies Act, 1956, having its registered office at _____ (Hereafter called the '**Contractor**') of the other part.

WHEREAS the Owner is **M/S BIRLA INSTITUTE OF MANAGEMENT TECHNOLOGY** incorporated for the purpose of "**Furniture Work for Hostel Floor**" (hereinafter referred to as the "**Project**") at Greater Noida.

NOW, this Agreement witness as follows:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the **CONDITIONS OF CONTRACT** herein referred to.
2. The following documents shall be deemed to form and be read and constitute as part of this agreement viz.
 - a) Letter of Acceptance;
 - b) The said Tender;
 - c) General Conditions, Special Conditions, Contract Security Conditions:
Labour and safety condition
 - d) Specifications
 - e) The Drawings;
 - f) The Bill of Quantities.
3. In consideration of payments to be made by the owner to the contractor as herein after mentioned the CONTRACTOR hereby covenants with the Employer to execute and complete the works and remedy any defects therein in conformity in all respects with the provision of Contract.
4. Not with standing anything contained herein this Agreement, the Contractor shall, in addition to these presents ensure the following.

4.1 Damage to Persons and Property

The Contractor shall, accept all and, indemnify the Owner & its representatives against all losses and claims in respect of

a) Death of or injury to any person, or

b) Loss or damage to any property (Other than the Works), which may arise out of or in consequence of the execution and completion of the Works and the remedying of any defects therein, and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

4.2 Third Party Insurance (including Owner's Property)

The Contractor shall, without limiting his or the Owner's obligations and responsibilities under Clause 22, insure, in the joint names of the Contractor and the Owner, against liabilities for death of injury to any person (other than as provided in Clause 24) or loss of or damage to any property.

4.3 Minimum Amount of Insurance

Such insurance shall be for at least the amount stated in the Appendix to Tender

4.4 Cross Liabilities

The insurance policy shall include a cross-liability clause such that the insurance shall apply to the Contractor and to the Owner as separate insured.

4.5 Accident of Injury to Workmen

The Owner shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor or any Subcontractor. The Contractor shall indemnify and keep indemnified the Owner & its representatives against all such damages and compensation other than those for which the Owner is liable as aforesaid, and against all claims, proceedings, damages, costs, charges, expenses whatsoever in respect thereof or in relation thereto.

4.6 Insurance against Accident to Workmen

The Contractor shall insure against such liability and shall continue such insurance throughout the contract period for to the persons employed by him on the Works, Provided that in respect of any persons employed by any of his Subcontractor, the Contractor's obligations to insure the aforesaid under this Sub-Clause shall be satisfied if the Sub-contractor shall have insured against the liability in respect of such persons in the manner so that the Owner & its representatives are indemnified under the policy. It shall be contractor's responsibility to produce his sub-contractors to the Owner when required, at the time of receipt for the payment of the current premium.

4.7 Compliance with Statutes, Regulations

The contractor shall conform in all respects, including by the giving of all notices and the paying of all fees, within the provisions of:

a) Any National or State Statute, Ordinance, or other Law, such as a provident fund to workers or any regulation, or bye-law of any local or other duty constituted authority in relation to the execution and completion of the Works and the remedying of any defects therein, and

b) The rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Works, and the Contractor shall keep the Owner & its representatives indemnified against all penalties and liability of every kind for breach of any such provisions. Provided always that the Owner shall be responsible for

obtaining any planning, zoning or other similar permission required for the Works to proceed.

4.8 Interference with Traffic and Adjoining Properties

All operations necessary for the execution and completion of the Works and the remedying of any defects therein shall, so far as compliance with the requirements of the Contract permits, be carried on so as not to interfere unnecessarily or improperly with:

- a) the convenience of the public, or
- b) the access to, use, and occupation of public or private roads and footpaths to or of properties whether in the possession of the Owner or of any other person.

The Contractor shall have harmless and indemnify the Owner & its representatives in respect of all claims, proceedings, damages, costs, charges, and expenses whatsoever arising out of, or in relation to, any such matters insofar as the Contractor is responsible, therefore.

- 5. The Owner hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and remedying of defects therein in the Contract Price or such other sum as may become payable under the provision of Contract at the time and in the manner prescribed by the Contract.

In witness where or the party hereto have caused this Agreement to be executed the day and the year first before written in accordance with their respective laws.

The Common Seal of _____ was hereunto affixed in the Presence of _____
_____. Signed and sealed and delivered by the Said
_____ In the presence of _____

Binding signature of Owner

Binding Signature of the contractor

Witness

1.

2.

SCHEDULE OF FISCAL / SALIENT ASPECTS OF CONTRACT

(In the event of any inconsistency between the terms contained herein and the terms contained in the Tender Document, the conditions contained herein shall override terms in the Tender Document to the extent of any inconsistency)

Date of Commencement:	From the Date of Award of LOI
Date of Actual Completion:	The Actual Completion date shall be a date within a maximum period of 30 days from the date of Virtual completion in which the Contractor is obligated to rectify all snags listed by Project Manager.
* Safety at Site	The Contractor shall ensure and arrange at his cost fire and safety provisions, as required by the project Charge.
* Provident Fund / ESI coverage	Shall be in the contractor's Scope.
* Withholding Taxes	Tax Deduction at source as per statutory requirements.

Special Notes

1. The Rates quoted by the contractors shall include all taxes except GST applicable as on date.
2. The mode of measurement shall be as per IS Code / CPWD.
3. Any testing of materials if required shall be borne by the contractors.
4. The materials shall be specified Make as attached in the BOQ.
5. Electric Power and potable water shall be supplied free of cost at one point with in site by the clients and its distribution and material required for that shall be contractor's scope.

All materials shall be in Your Scope. **The contractor has to submit rates considering all material in their scope on the basis of rates given above.**

6. We reserve the right to withdraw item from your scope of work in case of delay.
7. In case any dispute, the decision of the Project Head shall be final and binding on both parties.
8. The approvals/confirmation/finalization wherever required shall be obtained from Project Head.
9. The Jurisdiction court shall be Greater Noida, Distt. Gautam Budh Nagar, (U.P).

General Conditions of Contract:

- **Submission Deadline:** Bids should be submitted within 5 working days from the date of publication of this tender notice. The deadline for submission is 26th April 2024.
- **Submission Method:** Please submit your bid in two sealed envelopes with your company stamp, addressed to the GM Campus, BIMTECH (Birla Institute of Management Technology).
- **Tender Documents:** Tender documents detailing the specifications and requirements as given. We would like to take a bid for two different specifications to decide.
- **Evaluation and Negotiation:** The Evaluation Committee will review all submitted bids and may call short-listed vendors for further negotiation if required.
- Interested suppliers are encouraged to carefully review the tender documents and submit their bids in accordance with the specified requirements.
- **Time allowed for the execution of work:** 01 (One month)
- **Date of Commencement:** Within 07 days of the LOI Award Date.
- **Defects Liability Period:** 12 months commencing from the date of Virtual Completion for all works.
- **A liquidated Damages Penalty of Rs.10, 000/- per day will be levied for each delayed day beyond the agreed date of completion subject to a maximum of 5% of the contract value. This will be reviewed after every important milestone is decided.**
- **Payment Terms:**
50% against the Supply of Material at Site.
30% against Installation at Site.
20% on Handing Over

