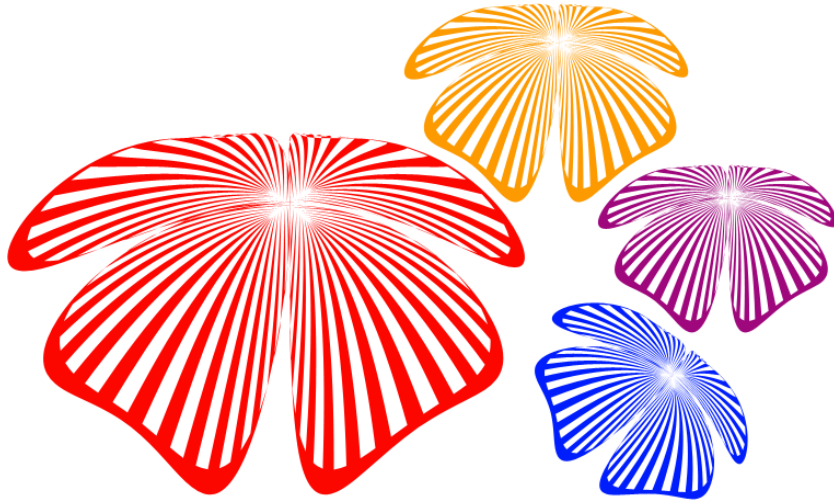


NOTICE INVITING TENDER

“Transformation of Overhead Tank to Artistic Monument by Painting at Cultural Street at Bhawartal Garden Jabalpur”



JABALPUR
SMART CITY LIMITED

TENDER NOTICE

Online rate bids for the following works are invited from registered contractors and firms of repute fulfilling registration criteria:-

Sr.no	Name of Work	Probable Amount of Contract (in Rupees)	Earnest Money Deposit (EMD) (in Rupees)	Cost of Bid Document (in Rupees)	Period of completion
1	“ TRANSFORMATION OF OVERHEAD TANK TO ARTISTIC MONUMENT BY PAINTING AT CULTURAL STREET AT BHAWARTAL GARDEN JABALPUR”	Rs. 13.00 Lacs	Rs. 26,000.00	Rs. 2,000/-	6 Months

1. All details relating to the Bid Document(s) can be viewed and downloaded free of cost on the website.
2. Bid Document can be purchased after making online payment of portal fees through Credit/Debit/Cash Card/ internet banking.
3. Earnest money should be in the form of fixed deposit receipt (or similar) of nationalized bank in favour of the EXECUTIVE DIRECTOR JABALPUR SMART CITY.
4. The Bid Document can be purchased only upto _____, 05:30 pm. Other key dates may be seen in bid data sheet.
5. Tenderer /Contractors should submit their original Earnest Money Deposit (EMD) and copy of other tender document Speed / Registered Post only, office of General Section , JABALPUR SMART CITY LIMITED on or before _____ up to 5:30 PM.
6. Due to unforeseen condition, if the opening date of technical bid id declared holiday, then in that case bids will be open on next working day at the same time and place.

7. JSCL will not be responsible for any delay in receiving the Bid Documents and reserves the right to accept / reject any or all bids without assigning any reasons thereof.
8. The JSCL reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer's action.
9. Any bid not accompanied by an acceptable bid security as indicated in NIT as above shall be rejected by the Employer as non- responsive.
10. Bid Opening shall be carried out in two stages. Firstly, technical bid of all the bids received (except those received late) shall be opened on the date and time mentioned above. Financial Bid of those bidders whose technical bid has been determined to be substantially responsive shall be opened on specified date or as notified.
11. Any effort by the bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bidders bid.
12. Artistic Painting is to be done as directed by the **JABALPUR SMART CITY LIMITED**.
13. Expenses regarding Contract Agreement shall be payable by the successful bidder.
14. Successful bidder must submit the 5 % of the contract Amount as Performance Guarantee in the form of Bank Guarantee / FDR valid for one year, in favour **EXECUTIVE DIRECTOR JABALPUR SMART CITY**.
15. Deduction shall be done as per rules.
16. Rates should be including of all taxes.

**Chief Executive Officer
Jabalpur Smart City Limited
Jabalpur**

Eligibility Criteria Qualification:-

Contractor Must submit the following documents:-

- A. Field work experience of minimum 10 years. (Attached Photographs)
- B. Awards (State / National)
- C. Public Shows (Solo) at least one.
- D. Firm should be registered.
- E. CV of the artist or owner of firm.
- F. If the firm doesn't comes under GST, declaration in the form of affidavit on Rs. 100.00 Stamp Paper should be submitted along with the bid.
- G. Undertaking affidavit that firm is not blacklisted on Rs. 100.00 Stamp Paper should be submitted along with the bid.

Cancellation of Contract in Full or in Part:

If the Contractor:

- a) At any time makes defaults in proceeding with the Works with due negligence and continues to do so even after a notice in writing of 7 days from the Chief Executive Officer; **or**
- b) Commits default in complying with any of the terms and conditions of Contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer / Concern Authority ; **or**
- c) Fails to complete the works or items of work on or before the date(s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge; **or**
- d) Violates any of the terms and conditions stipulated in this agreement.
- e) Being a company, passes a resolution or the Court makes an order for liquidation of its affairs, or a receiver or manager on behalf of the debenture holders is appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or

SPECIAL TERMS AND CONDITIONS

1. Makes of various paints to be used by contractor will be according to the list of approved makes given. No other makes will be used by the contractor.
2. Contractor will first submit the shade cards of relevant make of paint to IUAC for approval of colour before procuring the paint in bulk.
3. No mixing will be allowed with strainer to achieve a particular colour. Contractor will procure direct colour paint of approved shade and apply directly.
4. Contractor will thoroughly clean all paint marks left here and there due to spilling and splashes of paint at no extra cost.
5. Contractor's job will also include removing of all malba and debris arising in the process of painting including washing of floor to remove stains of paint, at no extra cost.
6. No extra measurement factor will be applied for measurement of paint done on sand faced and rough cast plaster. Contractor will be paid on the basis of plain elevation area. Contractor, if he so desires can visit the site and see the actual surfaces of walls before quoting.
7. Contractor will arrange proper ladders, scaffolding and jhoolas (for painting at higher levels) at his own cost and will take all safety measures like safety belts.
8. Payments against running bills may be released in accordance.
9. Payment will be made on actual measurement as carried out at the site.
10. All items having a financial value shall be entered in Measurement Book, etc
11. The Contractor shall arrange, at his own expense, all tools, plant and equipment hereafter referred to as (T & P) labour, P.O.L. & electricity required for execution of the work.

Liquidated Damages for Delay

Time is essence of the contract. In case the Contractor fails to complete the whole work within the stipulated period, he shall be liable to pay liquidated damages @ 0.5% (One Half of one percent only) of the value of contract per week and or part thereof of the delay subject to a maximum of 10% (ten percent only) of the value of the contract. The amount of Compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the JSCL.

Defect Liability Period

The Contractor shall be responsible to make good and remedy any defect in the work executed within defect liability period of one year which shall be reckoned from the date of completion of the works to the JSCL.

Foreclosure of Contract in Full or in Part due to Abandonment or Reduction in Scope of Work.

If at any time after acceptance of the tender JSCL shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the Works to be carried out the Executive Director / Concern Authority shall give notice in writing to that effect to the Contractor and Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

(ON A STAMP PAPER OF Rs.100/-)
UNDERTAKING

To

(Designation and Name of the concerned Department)

Name of the firm/Agency_____

Name of the tender_____ Due date: _____

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
3. I /We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time.
4. I/We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any Violation.
5. That the firm is not blacklisted in Government or in any other State Governments/Union Government

(Signature of the Bidder)

Name and Address of the Bidder.

Telephone No

FORM OF AGREEMENT

THIS AGREEMENT is made on the ____ day _____ (Month) _____ (Year)
Between the _____ (Name and address of the Department)
hereinafter called "the Department", which expression shall, unless excluded by
or repugnant to the context, be deemed to include its successor in office and
assigns of the one part AND _____

(Name and address of the contractor) through Shri _____,
the authorized representative (hereinafter called "the contractor") (which
expression shall, unless excluded by or repugnant to the context, be deemed to
include its/their heirs, successors, executors, administrators, representatives and
assigns) of the other part. Under which the contractor shall provide uniformed
and trained personnel and will use its best endeavours to provide Artistic Painting
Services to the _____ (Name of the Department) for providing a neat and
clean environment to the Department.

NOW THIS AGREEMENT WITNESSE as follows:-

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:
 - a. Letter of acceptance of award of contract;
 - b. Terms and Conditions;
 - c. Notice inviting Tender;
 - d. Bill of Quantities;
 - e. Scope of work;
 - f. Addendums, if any;
 - g. Any other documents forming part of the contract.
3. In consideration of the payments to be made by the Department to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the employer to execute and Artistic Painting W.e.f _____ as per the provisions of this Agreement and the tender documents.
4. The Department hereby covenants to pay the contractor in consideration of the execution and completion of the works/services as per the provisions of this Agreement and the tender documents, the contract price of Rs. _____. (_____ Rupees in words).

5. Being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the contract at the times in manner prescribed by the contract.

IN WITNESS WHEREOF the parties hereto have signed the Agreement the day and the year first above written.

For and on behalf of the Contractor

For and on behalf of JSCL

Signature of the authorized official

Signature of the authorized Officer

Name of the official

Stamp/Seal of the Contractor

By the said

_____ Name

on behalf of the Contractor in
the presence of:

Witness _____

Name _____

Address _____

Telephone No: _____

Name of the Officer

Stamp/Seal of the Employer

By the said

_____ Name

on behalf of the Employer in
the presence of:

Witness _____

Name _____

Address _____

Telephone No: _____

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY
(To be stamped in accordance with Stamps Act of India)

1. THIS DEED of Guarantee made this day of _____ between _____ (Name of the Bank) (hereinafter called the “Bank”) of the one part and _____ (Name of the Department) (hereinafter called the “Department”) of the other part.
2. WHEREAS _____ (Name of the Department) has awarded the contract for Artistic Painting services contract for Rs. _____ (Rupees in figures and words) (hereinafter called the “contract”) to M/s _____ (Name of the contractor) (hereinafter called the “contractor”).
3. AND WHEREAS THE Contractor is bound by the said Contract to submit to the Department a Performance Security for a total amount of Rs. _____ (Amount in figures and words).
4. NOW WE the Undersigned _____ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee the Department the full amount of Rs. _____ (Amount in figures and words) as stated above.
5. After the Contractor has signed the aforementioned contract with the Jabalpur Smart City Limited , the Bank is engaged to pay the JSCL, any amount up to and inclusive of the aforementioned full amount upon written order from the Department to indemnify the JSCL for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Department immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Department any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. THIS GUARANTEE is valid for a period of 12 months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least six months longer than the anticipated expiry date of the Contract period).
7. At any time during the period in which this Guarantee is still valid, if the Department agrees to grant a time of extension to the contractor or if the contractor fails to complete the works within the time of completion as stated in the contract, or fails to discharge himself of the liability or damages or debts as stated under para-5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Department and at the cost of the contractor.

8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the contractor.

9. The neglect or forbearance of the Department in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Department for the payment hereof shall in no way relieve the Bank of their liability under this deed.

10. The expressions "the Department", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns. IN WITNESS whereof I/We of the bank have signed and sealed this guarantee on the _____ day _____ (Month) _____ (year) being herewith duly authorized.

**For and on
behalf of the
_____ Bank**

Signature of authorized Bank official
Name _____

Designation _____

I.D. No. _____

Stamp/Seal of the Bank.

Signed, sealed and delivered for and on behalf of the Bank by the above name _____ in the presence of:

Witness-1.

Signature _____

Name _____

Address _____

Witness-2.

Signature _____

Name _____

Address _____

Schedule of Quantities

Transformation of Overhead Tank to Artistic Monument by Painting at Cultural Street at Bhawartal Garden Jabalpur

Sr. No.	Description of Item	Qty	Rate (In Per Sq.ft)	Amount	Amount in words
1	Artistic Painting of overhead water storage tanks including columns, beams, bracing etc. complete from top to bottom (Aprox. 22000 Sq.ft. and nearly 22m height) after cleaning the surface with wire brush, scrubber etc. Including painting the patches with cement primer if necessary, including painting the pump rooms attached to water tank of aprox. size (6 x 3 m) outside with artist acrylic paint of approved quality and colour etc. painting the handrail and stair of overhead tanks after necessary repairs if required paint after applying of primer wherever necessary etc. complete including cost and conveyance of all materials, labour, hire charges of tools & plants, all consumables, cost of all necessary safety arrangements, etc. complete for the successful completion of work. The work shall include cost of all safety arrangements like scaffolding, hanging arrangements etc. for completing the work.	1 Nos