



Hamdard Institute of Medical Sciences & Research & Associated HAH Centenary Hospital

Hamdard Nagar, New Delhi-110062

Website: www.himsr.co.in

TENDER DOCUMENT

FOR

**DEVELOPMENT OF TWO LECTURE THEATRES ON
DESIGN & BUILT MODE AT 3RD FLOOR OF HIMSR
BUILDING, HAMDARD NAGAR, NEW DELHI - 110062**



Ref: HIMSR/DEVELOPMENT OF LT-3&4/05/2022

Date: 04.06.2022

NOTICE INVITING TENDER

Sealed tenders (Two bid – Technical Bid & Financial Bid) are hereby invited on behalf of HIMSR from experienced and interested Contractors.

Name of the work	:	Development of Two Lecture Theatres on Design & Built Mode at 3rd floor of HIMSR Building, Hamdard Nagar, New Delhi – 110062
Tender Fee	:	Rs. 2,500/- (Rupees two thousand five hundred)
Earnest Money Deposit	:	Rs. 2,00,000/- (Rupees two Lakh)
Completion Time	:	45 days
Issue of Tender Document	:	04.06.2022
Last Date of Submission	:	14.06.2022

1. The Contractors having relevant experience in such field may download tender documents from the institute's official website www.himsr.co.in. The filled tender along with the prescribed Earnest Money Deposit and Tender Fee should be submitted in the tender box at 9th floor of HAHC Hospital 'B' Block on or before 14.06.2022 upto 3:00 PM. The technical bids will be opened on the same day at 3:30 PM.
2. HIMSR reserves the right to reject any or all the tenders without assigning any reason thereof and also not bound to accept lowest tender. Tenders in whom any of the prescribed conditions are not fulfilled or found incomplete in any respect are liable to be rejected.
3. Canvassing whether directly or indirectly in connection with tender is strictly prohibited and the tender submitted by the contractors who resort canvassing will be liable to be rejected.

Sd/-

DEAN / PRINCIPAL, HIMSR
NEW DELHI



INSTRUCTIONS TO TENDERERS

1.0 GENERAL INTRODUCTION & BRIEF SCOPE OF WORK

Hamdard Institute of Medical Sciences & Research proposes to develop the two Lecture Theatres on Design & Built Mode at 3rd floor of HIMSR Building, Hamdard Nagar, New Delhi-110062.

Brief scope of work involves the following:

- a. Design of class rooms (see note of para 2.0)
- b. Dismantling of existing MS windows and doors
- c. Dismantling of old existing gypsum and tile false ceiling
- d. Demolishing of brick walls
- e. Demolishing of existing flooring, if required.
- f. Providing and fixing of new sliding type aluminium windows and doors
- g. Providing and fixing of PVC laminated tile false ceiling
- h. Supplying and laying of heavy duty vinyl flooring
- i. Provision of sitting arrangement of 180 capacity in each LTs
- j. Installation of Electrical fitting and fixtures
- k. Finishing works etc.

Tenderers are advised to acquaint themselves fully with the description of work, scope of services, time schedule and terms and conditions including all the provisions of the tender document before framing up their tender.

2.0 SITE PARTICULARS

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to nature of work, site conditions, means of access to the site etc. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the work in strict conformity with the specifications.

HIMSR has already two Lecture Theatres in the existing building, the tenderer are advise to inspect the same and observe the design / model of the existing Lecture Theatres.

Note: The bidder selected will be required to propose Architectural design regarding a layout drawing with section / elevations of the class rooms incorporating finish, fitting & fixtures related specifications etc. and submit the same for approval of client before executing the works.

For site visit and any clarification / information/Assistance, the intending tenderers may contact to Mr. Harendra Kumar Singh, JE, HIMSR (M. 7290971558).



3.0 SUBMISSION OF TENDER

- (i) **Before submitting the Tender, the Tenderer shall visit the site at their own cost and expenses** and understand the scope of work, examine and satisfy as to the nature of the work for procuring various construction and other material and their availability, and shall obtain information on all matters and conditions as they may feel necessary for the execution of the works as intended by HIMSR and shall also satisfy of the availability of suitable water for construction of civil works and for drinking purpose and power required for fabrication work etc. Tenderer, whose tender may be accepted and with whom the Contract is entered into shall not be eligible and be able to make any claim on any of the said counts in what so ever manner for what so ever reasons at any point of time and such a claim shall not be raised as a dispute and shall not be arbitrable.
- (ii) The tender complete in all respects shall be submitted in two bid system (Technical Bid & Financial Bid) along with Earnest Money as stipulated in the Notice / Letter Inviting Tender ONLY. Tenders without Earnest Money Deposit will be outrightly rejected.

Tenders shall be submitted in two separate sealed envelopes Super scribing as following: -

ENVELOPE – I (TECHNICAL BID)

Name of work :
Tender ref. no. :
Addressed to : The Dean/Principal,
Hamdard Institute of Medical Sciences &
Research, Hamdard Nagar, New Delhi – 110 062

From:
Name & address of the tenderer

This envelope shall contain the following:-

- Technical Bid as per Annexure-I.
- EMD in the form of Demand Draft drawn on a scheduled/nationalized bank in favour of 'HIMSR.' payable at New Delhi. Cheque will not be accepted.

NOTE:

1. All the photocopies of the documents enclosed with the technical bid in support of technical eligibility criteria should be signed by the bidder/ authorized person.
2. The technical bid (Envelope-I) should not contain any financial information related to rates of items etc. The price bid must be submitted in a separate sealed envelope (i.e. Envelope-II).



ENVELOPE – II

(PRICE BID)

Name of work :
Tender ref. no. :
Addressed to : The Dean/Principal,
Hamdard Institute of Medical Sciences &
Research, Hamdard Nagar, New Delhi – 110 062

From:

Name & address of the tenderer

This envelope shall contain the following:-

- Financial Bid as per Annexure-II.
- (iii) The dimensions and quantities given in the BOQ and drawings are indicative only. The actual quantity and dimensions at site may vary. Payment shall be made on the basis of actual work carried out and certified by the joint measurement of the contractor and HIMSR officer in charge.
- (iv) The Rates quoted by the Tenderer shall include Costs and expenses on all counts viz. cost of materials, transportation of machine(s), tools, equipments, labour, power, administration charges, price escalations, profits etc. Rates thus quoted are fixed and no escalation, whatsoever or labour, materials shall be payable. However, water and power may be provided by HIMSR as per availability. Shortage, if any will be arranged by the contractor. The description given in the schedule of quantities shall unless otherwise stated be held to include wastage on materials, carriage and cartage, carrying in and return of empties, hoisting, setting, fitting and fixing in position and all other expenses necessarily and for the full and complete execution and completion of works and in accordance with good practice and recognized principles in that regard.
- (v) The works shall be carried out strictly as per approved specifications and drawings and as per Standard Engineering Practice and shall conform to National Building Code of India. Deviations, if any, shall have to be authorized by HIMSR Engineer in writing prior to implementing deviations. The price benefit, if any, arising out of the accepted deviation shall be passed on to HIMSR. The decision of competent authority of HIMSR shall be final in this matter.

4.0 QUALIFICATION CRITERIA

Tenderers having following valid documents will be technically qualified and considered for opening of their price bid. Technically qualified parties have no right to claim for award of the work. HIMSR reserves the right to cancel or award the work to any party/tenderers.

- i) Duly filled tender bids as prescribed.



- ii) EMD & the Tender fee payment should be issued in the name of the intending tenderer/firm/proprietor only.
- iii) Details of the similar works executed by the tenderer in reputed organizations/institutions/hospitals etc.
- iv) Business turnover certificate of last five years duly attested by CA.
- v) The Annual Turnover of the firm should be Rs 45 Lakhs (minimum).
- vi) **The intending tenderers should have satisfactorily completed at least one similar nature work of 80% of the estimated cost put to tender or two similar nature works each of 60% of the estimated cost put to tender or three works each of 40% of the estimated cost put to tender during last five years. Similar nature work means building works/interior works/renovation works only.**
- vii) Intending tenderers should have valid registration with tax authorities.

5.0 ABNORMAL RATES

The tenderer is expected to quote rate for each item after careful analysis of costs involved for the performance of the complete item considering technical specifications and conditions of contract. This will avoid a loss of profit or gain in case of curtailment or change of specifications for any item. If it is noticed that the unit rates quoted by the Tenderer for any items are usually high or unusually low, it will be sufficient cause for rejection of the tender unless the HIMSR is convinced about the reasonableness of the unit rates on scrutiny of the analysis for such unit rate to be furnished by the tenderer on demand. Notwithstanding anything here in stated, the rates once accepted by the HIMSR shall be final and shall not be subject to any change either on account of un-workability of unit rates or on any other ground whatsoever.

6.0 DEVIATIONS TO TENDER CLAUSES:

Tenderers are advised to submit the tender strictly based on the terms and conditions and specification contained in the Tender Document and not to stipulate any deviation. Conditional tenders are liable to be rejected.

7.0 VALIDITY OF OFFER

Tender submitted by tenderers shall remain valid for acceptance for a minimum period of 60 days from the date of opening of the tenders. The tenderers shall not be entitled during the said period of 60 days, to revoke or cancel their Tender or to vary the Tender given or any term thereof, without the consent in writing of the Owner. In case of tenderers revoking or canceling their tenders or varying any terms in regard thereof without the consent of owner in writing, HIMSR shall forfeit Earnest money paid by them along with their tender without giving any notice.



8.0 AWARD OF WORK

HIMSR reserves the right to split the job into two or more parts and to award the work to separate agencies/contractors. Work shall be awarded to the lowest bidder, subject to the work experience and fulfillment of other terms & conditions and specifications.

9.0 ACCEPTANCE / REJECTION OF TENDER

9.1 HIMSR does not bind itself to accept the lowest tender.

9.2 HIMSR also reserves the right to accept or reject any tender in part or full without assigning any reason whatsoever.

9.3 HIMSR also reserves the absolute right to reject any or all the tenders at any time solely based on the past unsatisfactory performance by the bidder(s) the opinion/decision of competent authority of HIMSR regarding the same shall be final and conclusive.

9.4 The successful bidder shall have to deposit Performance Guarantee of 5% of tendered cost in the form of a Bank Guarantee within 3 days of award of work. The Bank Guarantee will be valid for the period of completion of work plus the defect liability period of the work as per CPWD norms.

10.0 EXECUTION OF WORK

- i) All the works shall be executed in strict conformity with the provisions of the contract documents and with such explanatory details, drawings, specifications and instructions as may be furnished from time to time to the Contractor by HIMSR's Engineer, whether mentioned in the Contract or not.
- ii) The Contractor shall be responsible for ensuring that works throughout are executed in the most proper and workman- like manner with the quality of material and workmanship in strict accordance with the specifications and to the entire satisfaction of HIMSR.
- iii) For working on Sundays/Holidays, the contractor shall obtain the necessary permission from competent authority of HIMSR in advance. The contractor shall be permitted to work beyond the normal hours with prior approval of competent authority and the contractors quoted rate is inclusive of all such extended hours of working and no extra amount shall be payable by HIMSR on this account.
- iv) The Contractor shall be entirely and exclusively responsible for the horizontal and vertical alignment, the levels and correctness of every part of the work and



shall rectify effectually any errors or imperfections therein. Such rectifications shall be carried out by the Contractor, at his own cost.

- v) In case any doubts arise in the mind of the Contractor in regard to any expressions, interpretations, statements, calculations of quantities, supply of material rates etc., the contractor shall refer the same to HIMSR's Engineer for his clarification, instructions, guidance or clearing of doubts. The decision of HIMSR's Engineer shall be final and the contractor shall be bound by such a decision.
- vi) The Contractor shall take adequate precautions, to ensure that his operations during office hours donot create nuisance or misuse of the work space that shall cause unnecessary disturbance or inconvenience to the staffs and visitors at office and others at the work site. Proper housekeeping of the siteshall be done on a regular basis.
- vii) The contractor shall furnish to HIMSR's Engineer for approval when requested or required adequate samples of all materials and finishes to be used in the work.

11.0 ALTERATIONS AND ADDITIONS TO SPECIFICATIONS, DESIGNS AND WORKS

HIMSR's Engineer shall have powers to make any alterations, additions and/or substitutions to the schedule of quantities, the original specifications, drawings, designs and instructions that may become necessary or advisable or during the progress of the work and the Contractor shall be bound to carry out such altered/extra/new items of work in accordance with instructions which may be given to him in writing signed by the Engineer-in-Charge. Such alterations, omissions, additions or substitutions shall not invalidate the contract. The altered, additional or substituted work which the Contractor may be directed to carryon in the manner as part of the work shall be carried out by the Contractor on the same conditionsin all respects on which he has agreed to do the work except the applicability of rates, which will not be decided by the Engineer-in-charge if found necessary, as per rate analysis based on prevailing market rates.

12.0 DEFECT LIABILITY PERIOD

The contractor shall guarantee the work executed for a period of 12 months from the date of completion of the job. Any damage or defect that may arise or lie undiscovered at the time of completion of the job shall berectified or replaced by the contractor at his own cost. The decision of HIMSR's Engineer shall be the final indeciding whether the defect has to be rectified or replaced. Equipment or spare parts replaced underwarranty/guarantees shall have further warranty for a mutually agreed period from the date of acceptance. HIMSR shall intimate the defects noticed in writing and the contractor within 15 days of receipt of the intimation shall start the rectification work and complete within the time specified by HIMSR failing whichHIMSR will get



the defects rectified by themselves or by any other contractor and the expenses incurred in getting the same done shall be paid by the Contractor under the provision of the Contract.

Thus, defect liability is applicable in case of job/works contract where any damage of defect may arise in future (i.e. within 12 months from the date of completion of job) or lie undiscovered at the time of completion of job.

13.0 DOCUMENTS CONCERNING WORKS

The contractor shall submit the detailed drawings, blue prints, designs, models, plans duly prepared by an Architect after the award of contract for the purpose of execution of works which shall require to be approval of the competent authority of HIMSR.

14.0 CORRECTIONS

No corrections or overwriting will be entertained in schedule of rates by using correcting fluid. All correction in the schedule of rate should be initialed.

15.0 FIRM RATES

The rates quoted by bidder shall remain firm till completion of all works even during the extended period, if any, on any account what so ever. It may be noted that no deviation on this account will be acceptable and offer not containing firm price shall not be considered.

16.0 It will be obligatory on the part of the tenderer to sign the tender documents for all the components & parts. After the work is awarded, he will have to enter into an agreement on proforma to be provided by the HIMSR for work awarded, on a non-judicial stamp paper of requisite value at his own cost within ten days from date of receipt of acceptance order or before the work is undertaken.

17.0 Any addendum/ corrigendum issued shall form a part of the tender document. There will not be any press notification on amendment/ corrigendum. The purchasers of the tender document/ the prospective tenderers are required to visit HIMSR website for all such amendments/ corrigenda to NIT as well as the tender document.

18.0 EMD of the unsuccessful bidders shall be refunded without any interest after completion of the tendering process.

19.0 APPLICABILITY OF CPWD GUIDELINES

The above contract shall be guided generally by CPWD norms viz CPWD specifications, General Condition of Contract, manual of works etc. for general guidelines, which will not supercede the express provisions given in the various clauses of this tender.



GENERAL TERMS AND CONDITIONS OF CONTRACT

1. Sealed Tenders (Two Bid- Technical & Financial Bids) are invited for the Development of Two Lecture Theatres on Design & Built Mode at 3rd floor of HIMSR Building, Hamdard Nagar, New Delhi - 110062.
2. The existing building is an occupied building and continuously used for Medical College. The building consists of B + G + 3 floors, stair headroom. The interested Applicants / Bidders can inspect the building for gathering necessary information before submission of the bids.
3. The work is to be completed in all respect within 45 days from the date of handing over the site. The work shall commence within 3 days from the date of issue of work order or the date of handing over of site whichever is later.
4. The time is the essence of the contract and shall be strictly observed by the Contractor.
5. The intending applicant / bidder shall visit the site and make himself thoroughly acquainted with the local site condition, nature and requirement of the works, facilities for transport, nature of labour / equipments required, access and storage for materials and removal of wastes. The Bidders should quote taking into account all the site conditions, for proper execution of the work. The successful Bidders will not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site condition.
6. HIMSR is not responsible for any loss or devaluation or the quality of the materials found during the work and it will be at the total responsibility of the Contractor. The Contractor should carry out the job within the given time limit at his risk and cost and with all safety provisions required for the execution of the job. The Contractor will be responsible for any type of accident and compensation / claims which may arise as per laws of Contract.
7. Any type of failure in carrying out the jobs will result into Arbitration Proceedings as mentioned in Arbitration Clause and any such failure will also attract forfeiture clause of EMD / Security Deposit.
8. The Contractor shall not be allowed to lift the materials without the permission of the competent authority of HIMSR.
9. The Bidders shall submit his quotation in Indian Currency.



- 10.** Earnest money of Rs. 2,00,000/- (Rupees two lakh only), in the form of Demand Draft / pay order drawn in favour of "HIMSR" payable at New Delhi is to be submitted along with the tender document. The tenders not accompanied with the EMD amount shall be summarily rejected. The EMD of the unsuccessful Bidders will be refunded without any interest within 30 days, subsequent to decision of awarding the work.
- (i) Earnest money of the bidders shall be forfeited in the following events and reasons:
- a) If the bidder withdraws the offer within validity of tender.
 - b) If the bidder after submission of the tender, imposes condition(s).
- (ii) Earnest money of the contractor, whose tender is accepted, shall be forfeited in full in case he does not remit the security deposit within the stipulated period and/or start the work by stipulated date mentioned in the award/acceptance letter issued by the HIMSR and if case of failure/ deviation to perform or complete the work within stipulated period as per the agreed terms and conditions the EMD/ Security Deposit shall be forfeited.
- 11.** The discretion of acceptance or rejection of the tender will rest with the HIMSR and HIMSR shall not be bound to accept any tender and it may reject the same without assigning any reason whatsoever. All tenders in which any of the prescribed conditions are not fulfilled or incomplete in any respect, are liable to be rejected. Canvassing in connection with tenders is strictly prohibited. Tenders submitted by the Contractors who resort to canvassing are liable for rejection.
- 12.** (i) The Contractor shall follow/ obey the provisions of all local Bye-laws or safety measures /acts and to the regulations etc. of the Government and Local Authorities including cordoning off the surrounding areas with proper arrangement like zinc sheet barricading to avoid dust, noise to the occupants of the buildings etc., The amount should be quoted after taking into account the cost and liabilities for license fees etc. if any, in complying the regulations of local authorities.
- (ii) Before actually taking up the work the Contractor shall ensure the safety requirements laid down by the local authority and/or National Building Code and National Green Tribunal (NGT). If, any loss, damages, legal cost is suffered by the HIMSR in the event of defective or inferior quality of work/ non- compliance of rules, bye-laws or loss suffered to any person or entity due to direct or indirect consequence of work executed by the Contractor, the Contractor shall indemnify up to the extent of such loss / damages and keep harm less to The HIMSR, incurring all expenses and consequences of such loss / damages and legal cost.



(iii) Contractor shall have to provide all safety appliances i.e. safety helmet, safety belt etc. to his workers while working at height with his own cost and follow all safety rules regulation and all statutory provisions etc. in force. He shall be liable for accident, injury, losses due to any accident or negligence of his workers and he shall be liable to incur all the expenses in consequence thereof and Institute is in no way responsible for any damages arising out of this work contract.

13. The Earnest money deposit will be refunded to the Contractor only after the completion of the work in all respect and all the debris are cleared from the site to the satisfaction of the HIMSR and also duly certified by the Sr. Consultant (Project)/ Engineer In charge within the stipulated period. If the work is not completed in all respect within the time schedule mentioned above, the HIMSR will forfeit the Earnest money deposit and terminate the contract.
14. All taxes including G.S.T. or any other tax like work contract tax, turn-over-tax, etc., in respect of this contract shall be payable by the Bidders and the HIMSR will not entertain any claim whatsoever in this respect.
15. The tender shall remain open for acceptance for a period of 30 days from the date of opening of tenders. If any Bidders withdraw his tender before the said period, then the HIMSR shall be at the liberty to forfeit Earnest Money paid along with the tender.
16. The tender document consists of Notice inviting tender, Instruction to Bidders, General Rules, terms and conditions of contract, bidding schedule, Indemnity Bond and tender offer. All these components form part of the tender. It is obligatory on the part of the Bidders and sign for all the component parts.
17. The tender for the work shall not be witnessed by a Contractor or Contractors who himself / themselves has/have tendered for the same work. Failure to observe this condition shall liable to be rejected.
18. The contractor will ensure following safety measures for the development of Lecture Theatres.
 - i) Prior to commencement of work all material of fragile nature shall be removed.
 - ii) Dust should be controlled by suitable means to prevent harms to workers.
 - iii) The dismantling work shall be protected with in such a way that,



- (a) It causes least damage and nuisance to the adjoining areas / buildings members of public.
- (b) It satisfies all safety requirements to avoid any accidents.
- iv) When walls are being demolished it shall be ensured that they are not allowed to fall as a single mass upon floors of the building. Walls shall be removed part by part. Adequate lateral bracing shall be provided for walls which are unsound.
- v) Brick walls shall be dismantled by ceiling with diamond cutter. No hammering shall be allowed, no vibration should be caused during dismantling of walls.

19. PAYMENT TERMS

After successful completion and handing over of both Lecture Theatres, the HIMSR agrees to refund the EMD of successful Contractor without any interest. The completion certificate shall be certified by the Sr. Consultant (Project)/ Engineer In charge. The decision of the competent authority of HIMSR shall be final in this regard. In case the Contractor fails to complete the work and clear the debris in time, in such an event HIMSR shall forfeit the EMD and shall get the uncompleted work done through some other agency at the cost of the Contractor. Any expenditure incurred by the HIMSR in undertaking the incomplete works shall be borne by the Contractor.

20. LIQUIDATED DAMAGES:

If the Contractor fails to complete the work within the completion period as stipulated in the bid documents, penalty @ of Rs. 1,000/- per day (Rupees one thousand) shall be imposed for the period exceeding stipulated time.

21. ARBITRATION

In case of any dispute or difference arising in relation to meaning or interpretation of the agreement or purported failure or breach or meaning thereof, such disputes, both the parties will address the disputes/ differences for mutual resolution and failing which the matter shall be referred to the Sole Arbitrator who shall be nominated by the competent authority of HIMSR. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable to the arbitration proceedings. The venue of the arbitration shall be at New Delhi. The decision / award of the arbitrator shall be final and binding.



22. JURISDICTION

All disputes arising out of this agreement are subject to the jurisdiction of Courts in New Delhi.

23. FORCE MAJEURE

The Parties shall not be liable for any failure to perform, any of its obligations under this Agreement if the performance is prevented, hindered or delayed by a Force Majeure event and in such case its obligations shall be suspended for so long as the Force Majeure Event continues. Each party shall promptly inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution. "Force Majeure Event" means any event due to any cause beyond the reasonable control of the Party, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, civil commotion, riots, insurrection, war or acts of government.

24. For any clarification, the Sr. Consultant (Project) / Engineer In charge may be contacted.

Sd/-

Dean / Principal, HIMSR
NEW DELHI



Declaration of the tenderer:

This is certify that I/We before signing this tender have and fully understood all the terms and conditions and instructions contained herein and undertake myself/ourselves abide by the said terms and conditions.

Date:

Place:

Name:

Designation:



ANNEXURE-I

TECHNICAL BID

- 1 Name of the firm M/s.....
- 2 Address of the firm.....
.....
- 3 Registration No of the Firm/Agency.....
- 4 Please specify as to whether tenderer is a sole proprietor/partnership or company
.....
- 5 Name, email & Telephone No. of Director/partner should be specified
(a) (b)
.....
- 6 Name, Designation, Address and Telephone No of authorized person of firm/agency to deal with
.....
- 7 PAN..... GST
- 8 Details of;
(i) Tender fee (ii) EMD
(a) Amount
(b) DD Number
(c) Issuing Bank.....
- 9 Business turnover certificate (attested by CA) for last five years
(Minimum turnover should be Rs 45 Lakh per annum)
- 10 Total experience (in year)
- 11 Details of the work executed in last three years (Provide the work orders / completion certificates)
- 12 Any other information important in the opinion of the tenderer