

#### **SCOPE OF WORK**

#### Repairing & interior painting work at various floor of HIMSR Building.

#### **ELIGIBILITY CRITIERIA**

- 1. Bidders must have Registered Contractors at Govt./Semi Govt./State Govt. Departments/Higher Educational Institutions or working Agencies at HIMSR worked with Govt./Semi Govt./State Govt. Departments/ Higher Educational Institutions. Bidders have to submit the related copies of the documents and other Registration Certificates justifying the eligibility criteria along with the Tenders documents. The original will have to be produced when asked for verification.
- 2. Contractors should have executed similar nature of works of at least one contract of 80% value of estimated cost of works or two contracts of similar nature of works of 60% value of estimated cost of works or three contacts of similar natures of works of 40% value of estimated cost of works in the last 3 years in any institutional Buildings, Universities and produce credentials in support thereof.
- 3. The Bidders must have current PAN, GST Registration Certificates.

### Note: - Tenders shall also be liable for rejection on any of the following grounds:

- a) Tenders submitted late.
- b) Tenders containing remarks uncalled for.
- c) Conditional tenders
- d) Tenders not submitted on prescribed Performa.
- e) Telegraphic tenders.
- f) Tender submitted without E.M.D. and Cost of tender document.

#### **SUBMISSION OF BIDS**

- 1. Submission of Quotations: Quotations should be submitted in sealed envelope superscribing NIQ name of work, due date for opening, bidder's name & address. The Quotations duly filled should be dropped in the Tender box kept in the Purchase Section on the 9<sup>th</sup> floor of HAHC Hospital Block-B. It should not be handed over to any employee of the HIMSR. No tender shall be accepted later than the time schedule specified in the NIQ. Any clarifications/amendments/corrigenda etc., to NIQ before last date of submission of bid will only be available on our website himsr.co.in. Therefore bidders are advised to keep visiting our web site. In this bid, the bidder shall submit the following:
  - a. Covering letter on Company's Letterhead
  - b. Earnest Money Deposit.
  - c. Copies of PAN, GST Registration Certificate.
  - d. Entire NIQ duly signed & stamped by the bidder.
  - e. BOQ is cited on Annexure" II"

In this bid, the related works' bidders are required to quote his item rates in the attached BOQ (Annexure 'II') in accordance with the scope of works, terms & conditions & technical specifications enclosed. The rates/price quoted by contractor should be all inclusive i.e. should include all material cost, labour, services, plant/machinery/tools & tackles, ladders & scaffolding required for work, freight, Insurance, Octroi, Govt. duties & levies, GST, Service Tax, Sales Tax etc.), transport/cartage of materials/labour and all other expenses not



specifically mentioned but reasonably implied. Nothing over and above these rates shall be payable to contractor. Further nothing extra in rates will be considered for any variations in Quotation quantities or due to any site difficulties. It is mandatory for bidder to quote all items rate as asked for in the BOQ/ PRICE schedule. Failure in not filling some item rates will lead to rejection of Tender. The bidders should quote unconditional rates, neatly written without any overwriting and all pages should be duly signed &stamped.

## **GENERAL TERMS & CONDITIONS**

- I. Earnest Money: An earnest money of Rs. 20,000/- has to be enclosed along with the Bid. The EMD shall only be in the form of Bank Draft in favour of "HIMSR" payable "New Delhi". No Cheque/Cash shall be accepted as EMD. The refund of EMD to the unsuccessful bidder shall be made within 15 days from the date of issue of work order to the successful bidder. The EMD of the successful lowest bidder (L1) shall be held back and will be released after completion of the works and site clearance.
- **II.** Validity of Quotations: Quotations shall be valid for our acceptance without any change in rates and NIQ conditions for a period of 45 days from the date of opening of price bid.
- **III. Escalation**: No escalation over and above items rates quoted by the bidder shall be paid during the execution of contract.
- IV. Completion time: The time shall be the essence of this contract and entire work as titled above is to be completed in all respects within a period of 10-15 days from the date of issue of the work order. Any delay in completing the work for reasons attributable to the Contractor is liable for liquidated damages as per clause XI of NIQ. Under the force-majeure conditions or delay due to reasons beyond control of the contractor, HIMSR may grant suitable time extension without penalty for which the contractor has to request along with the justification/ reasons well in advance to HIMSR for approval without any prejudice to price escalation. No time extension request shall be considered after the expiry of completion period/contract except any genuine reason. The decision of the Dean HIMSR regarding Time extension will be final and binding on the contractor.
- V. The bidder should quote unconditional rates inclusive of all taxes (Service Tax, GST etc.) duties and cartage etc. Bidders should quote their rates both in figure and words.
- VI. Site Conditions: Contractor shall acquaint himself fully with the site conditions and the working environment of HIMSR before quoting his rates. No Compensation on account of any site difficulties will be entertained, at a later date, after award of the work.
- VII. Before quoting the rate, the Contractor shall visit and examine the site and satisfy himself as to the site conditions, the correct dimensions of the work and facilities. In case of any doubt, it may be clarified by the office of the Engineer in charge.

  Correspondence: All the correspondence in respect of Quotation/award of work shall be made to Engineer Incharge.



- VIII. Terms of Payment: The payment shall be made on submission of the bills by the contractor after due certification by the engineer responsible for supervision of the work. Contractor can submit full and final bill after completion of work for claiming payment based on actual quantities of items of work executed as per BOQ and Engineer's instructions.
- **IX.** Security shall be deducted @ 5% of value of work done and total amount of security shall be released after expiry of defect liability period of Six month effective from date of completion
- X. Labour Laws: The contractor will abide by all the rules and regulations related to labour laws, accident, workmen compensation act, workmen insurance etc. This will be the sole responsibility of the contractor. HIMSR will not be a party at any stage in any of the disputes relating to the above. In case, HIMSR as to bear any expenditure due to non-conformance of the above provisions by the contractor, the same will be recovered from contractor's bills.
- XI. Rules governing the Contractor's employees working in the HIMSR Premises: The contractor's employees working inside the HIMSR campus will abide by the Centre's rules & regulations for works inside the campus. Any damage to the HIMSR property due to mishandling, carelessness on the contractor's or his workmen's part will be recoverable from the contractor's bills
- XII. Liquidated damages: In case the work is delayed beyond the specified completion period for reasons attributable to the contractor, deductions on account of Liquidated damages @0.5% of the contract value per week will be deducted subject to a maximum of 5% of the contract value. However, during the delayed period, HIMSR also reserves the right to get some portion of work done by any other contractor at the risk and cost of the existing contractor and amount to that effect along with 10% overhead charges will be deductible from his bills/dues.
- XIII. Extra or substituted item: If any extra or substituted item appears in the work, contractor shall submit its rate analysis supported with documents which shall be approved by Engineering Department. Analysis of rates will be based on DSR document of CPWD or based on market rates analysis for determining item rate and pay to contractor accordingly.
- **XIV. Deviation**: No deviation from the terms and condition will be allowed. Tender will be unconditional.
- XV. The contractor will arrange all necessary materials, tools, equipment, access ladders & scaffolding, measuring instruments and working consumables etc. needed for execution of the works. Safe custody of all such material will be contractor's sole responsibility. No extra charges will be paid for the same. Watch and ward of all material till the system is taken over by HIMSR shall be the sole responsibility of the contractor and pilferage etc. shall be entirely to his account.
- XVI. During execution of work, Engineer can make minor changes in the scope of work as per site conditions or other reasons. Contractor will have no extra claim in his rates for the same.
- **XVII.** If during the execution of works, any damage is caused to HIMSR property by contractor's/contractors' workers, contractor will duly make good the loss. HIMSR has the right to make suitable deduction from contractor's bills along with penalty, if contractor fails to make good the loss.



- **XVIII.** Manpower deployed by the contractor at our site for carrying out contract works is strictly prohibited being associated with any other works on the campus.
- **XIX.** During execution of the work, contractor should dispose of waste material on regular basis and should keep the area of work properly cordoned off and neat and clean as far as possible. After completion of work, contractor should clear the site completely of all unwanted and junk material before submitting his final bill.
- **XX** Quotations once submitted will remain with the HIMSR and will not be returned to the bidders.
- **XXI.** Cleaning up & Handing Over: Upon completion of the work all the areas should be cleaned. All floors, doors, windows, surface etc. shall be cleaned in manner which will render the work acceptable to the Employer. All rubbish shall be removed from the site at any distance and for these items/work nothing extra shall be paid.
- **XXII.** Quotations not complying with any of the provisions stated in this Quotations document are liable to be rejected. HIMSR also reserves the right to accept or reject any or all the Quotations without assigning any reason and does not bind him-self to accept the lowest bidder.

# **SPECIAL TERMS AND CONDITIONS**

- 1. Work shall be done as per specification, specified in the BOQ.
- 2. Work shall be completed within stipulated period failing which 0.5% penalty per week to maximum of 5% on the total work amount, shall be imposed.
- 3. Applicable taxes will be deducted as per Govt. norms.
- 4. No Escalation shall be considered during the execution period of the work.
- 5. Work shall be organized in such a manner which does not disturb the work of the department.
- 6. Full and final bill will be paid after satisfactory completion of work.
- 7. Extra work if any, executed during the course of execution of work with the permission of Head of the Department, the payment will be made as per CPWD rule.
- 8. Time stipulated for completion of work is 15 days from the 3rd day of issuing date of work order.