

HIMSR
JAMIA HAMDARD
HAMDARD NAGAR, NEW DELHI-110062
TENDER DOCUMENT
FOR

**Renovation and upgradation of the existing Medical Council
Room at Ground floor, HIMSR Building.**

Naseem Khan
Civil Engineer

ISSUED TO: M/S _____

CONTRACTOR SIGNATURE
AND ADDRESS

(1)

(Part-1)

HIMSR
JAMIA HAMDARD
HAMDARD NAGAR, NEW DELHI-110062

Ref. no. HIMSR/JH/Council Room /01/2018

Date: 08.10.2018

SHORT TERM TENDER NOTICE

The Head (Finance & Admin) HIMSR, Jamia Hamdard invites sealed item rate tender from the University pre-listed contractors and interested agencies for the execution of below work. The tender document will be obtained from the office of the Engineering Department from 09.10.2018 to 12.10.2018 up to 1:00 PM and also the Tender document may be downloaded from the institute's official website: www.himsr.org

Name of work: Renovation and upgradation of the existing Medical Council Room at Ground floor, HIMSR Building

Estimated Cost: Rs. 3.97 Lakhs

Earnest Money: Rs.8000.00 (in favour of HIMSR)

Tender cost: Rs.500.00 only (Non Refundable)

Time Period for completion of work 20 days (from the issue of work order)

The contractors should submit the tenders in the sealed cover superscripting on envelop tender for "**Renovation and upgradation of the existing Medical Council Room at Ground floor, HIMSR Building**" and deposit in the Tender Box placed at Ground Floor, Office of the Head (Finance & Admin), HAHC Hospital Block-B, up to **12.10.2018 at 3:00 PM**. The earnest money & Tender fee shall be submitted in the favour of HIMSR payable at New Delhi.

The tender shall be opened on the same day i.e. **12.10.2018 at 3:30 PM** in presence of available interested parties. HIMSR reserves the right to reject any or all tenders without assigning any reason.

Head (Finance & Admin)

CC to:

1. PA to Director General HIMSR
2. PA to Dean HIMSR
3. PA to Finance Section
4. Assistant Manager, IT Dept for publication on the HIMSR website.
5. Concerned Engineer HIMSR
6. Notice Board of HIMSR

HIMSR

JAMIA HAMDARD

HAMDARD NAGAR, NEW DELHI-110062

APPENDIX SUMMARY OF A VARIOUS CLAUSES

1. Tender For : **Renovation and upgradation of the existing Medical Counseling Room at ground floor HIMSR Building**
2. Earnest money deposit: Rs. 8000.00 (in the favour of HIMSR)
3. Completion Time : 20 Days (from the issue of work order)
4. Cost of Tender : Rs. 500.00 (non-refundable)
5. Date of Submission of Tender : 12.10.2018 at 3:00 PM (in the office of Head, F & A)
6. Date of Opening of tender : 12.10.2018 at 3:30 PM
7. Defects Liability Period : 6 Months
8. Period of Final Measurement : 15 Days (after the completion of work)
9. Date of Commencement : 7 days from the receipt of work order
10. Liquidated Damages : 1% per day subject to max of 10% of the contract value.
11. Retention money : 5% from each running bill of total work done shall be retained up to six months from the date of completion as security money.
12. Escalation : No escalation on any account shall be payable to the contractor.
13. Extra Items : As per the analysis on market rate
14. Supply of Material : To be arranged by the Contractor as approved by the Engineer-In-Charge of work.
15. Water Supply : To be arranged by Contractor.
16. Taxes : Income tax and others taxes as per GOI shall be deducted from the bills.

Contractor Signature and Seal

(3)

GENERAL TERMS & CONDITIONS OF THE TENDER

The work shall be executed strictly in accordance with the specifications given in schedule of quantities and instruction of Engineer-In-Charge of work. The not covered or clarified by these specifications the same shall be carried out as per instruction of Engineer-In-Charge of work.

NAME OF WORK:

Sealed item rate quotations are for the work of **“Renovation and upgradation of the existing Medical Counseling Room at ground floor HIMSR Building.”**

2. FILLING OF TENDER/QUATATIONS

Tenders not properly filled mutilated with incorrect calculations or generally not complying with the condition may be rejected. Tenderers should quote their rates both in figures and in words. The schedule or the previous page shall be given in ink and signed by the tender. No blank spaces shall be left.

3. PROPERTY OF TENDER:

If the tender/quotations is made by or on behalf of a Company incorporated under the companies Act it shall be signed by the Managing Director or by one of the Directors duly authorized on that behalf. If it is made by a partnership firm it shall be signed with the Co-partnership name by a member of the firm who shall sign his own name and give the name and address of each partner of their firm and attach copy of Power of Attorney with the tender/quotations authorizing him to sign on behalf of the other partners. A certified copy of the registered partnership deed shall also be submitted along with the tender.

The work shall execute as per specification entered in quotation/tender document and instruction of In-charge. The contractor is presumed to have studied the tender document and its specification, nothing extra will be paid for any item on account or its shape, size, location or other difficult circumstances even if the scheduled make no distinction, as long as entered in the quotation/tender.

4. ACCEPTANCE PERIOD

The tender/quotations shall remain valid for acceptance for a period of 90 days from the date of opening of tender.

5. SITE INSPECTION

Every tenderer is expected to inspect the site of the proposed work before quoting his rates. He must also go through and see the site of for the execution of work.

6. SCHEDULE OF QUANTITIES

A schedule of approximate quantities for various items accompanies this tender/quotations. It shall be definitely understood that the owner does not accept any responsibility for the correctness or completeness of the schedule in respect of items and quantities and this schedule is liable to alterations by omissions, deductions or additions at the discretion of the owner without affecting the terms of the contract.

7. CONTRACTOR'S RATES

The contractors rates must include the cost of transportation of material to the site, all taxes such as GST, Income Tax etc. and the fixing or placing in position for which the items of work is intended to be operated. The rate shall be exclusive of all height, lead, lift and scaffolding etc. complete, no extra payment shall be made except specified in the item.

8. ACCEPTANCE OF TENDER/QUOTATIONS

The acceptance of the tender/quotations will rest with the competent authority of the HIMSR Jamia Hamdard, who does not bind himself to accept the lowest tender/quotations and reserves to himself the authority to reject any or all of the tenders/quotations received without assigning any reason (s).

9. QUALITY

The competent authority of the HIMSR Jamia Hamdard, decision regarding the quality of the material and workmanship will be final and binding. The Engineer-In-Charge of work shall during the progress of the work have power to order in writing form time to time the removal of the work, within such reasonable time or times as may be specified in the order, of any material which in the opinion of Incharge of work is not in accordance with specification or instructions. The substitution or proper re-execution of any work or replacement of bad material shall be borne by the contractor.

10. DISMISSAL OF WORK

The Contractor shall on the instruction of competent authority of the HIMSR Jamia Hamdard, immediately dismiss from work any person employed thereon by him, who way in the opinion of the owner be unsuitable or in competent or who may misconduct himself. Such discharges shall not be the basis of any claim for compensation of damages against the owner or any of their officers or employee.

11. COMMENCEMENT OF WORK

The Contractor shall commence the work on site within 7 days from the date of receipt of work order/Letter of Intent.

12. INCOME TAX AND OTHER TAXES

Statutory deduction of Income tax/sales tax on work, contact shall be made from all interim and final payments as per GOI.

13. DEFECTS LIABILITY PERIOD 6 MONTHS

Any defects developed within 'Defect Liability period' of 6 months from the date of COMPLETION will have to be rectified by the contractor. In the rectification of such defects shall be taken immediately on receipt of written notice from the Owner and such defects may extend liability period. In case of failure to do so the competent authority of the HIMSR Jamia Hamdard, shall get the rectification work done by any other agency at the risk and cost of the contractor.

14. SECURITY MONEY

The security money @5% of each running bills shall be deducted up to the final bill and the same shall be retained up to six month against defect liability period. The security money may be release after completion of successful defect liability period without any interest.

15. SUPPLY OF MATERIALS AND TOOLS & PLANTS

The contractor shall arrange all the material required for the work.

16. PAYMENTS

The payment shall be made against the bill submitted by the Contractor and after the verification by the Engineer Incharge, based on the joint measurement by the contractor. Contractor shall submit 3 copies of the measurement sheets. Payment can be released within 15 days after submitting the bill to the department.

17. LIQUEDATED DAMAGES

Entire work will be completed and handed over within stipulated period as mention in the work order/letter of intent, failing which the competent authority of the HIMSR Jamia Hamdard can levy liquidated damages a the rate of 1% of the total contract value. Per day week of delay, up to a maximum of 10% of the total value of the work.

18. EXTRA ITEMS

(a) The rates of all authorized extra items or additional, altered or substituted work, shall be worked out as follows:

(i) The rates shall be based on or derived from the existing rates in the contract as far as and to the maximum extent possible from the same class & nature of work.

(ii) Where the rates cannot be derived in the manner of (i) above, the same shall be worked out on the basis of Market Rates or actual expenditure incurred in the execution of the items inclusive of any taxes Octroi etc. plus 15% contractor's profit, overheads and supervision charges etc.

(b) The rates of extra item as decided by the competent authority of the HIMSR Jamia Hamdard shall be binding to both the parties and shall not be subject to Arbitration.

19. WATER AND ELECTRICITY

The contractor will arrange at his own expense, Jamia Hamdard shall not take any responsibility for the same.

20. SAFE STORAGE OR MATERIALS

The contractor shall be responsible for the safe storage of material use in the work. The HIMSR Jamia Hamdard is not responsible for any damage or loss of the contractor material bring for the work by the contractor.

21. SITE TO BE KEPT CLEAR

The surplus/dismantled debris shall be remove to a place as directed by the Incharge of work stacked, leveled and dressed as directed within the campus premises.

22. AGE LIMIT OF LABOUR

The age limit for employment of labour shall be in strict accordance with the existing labour Legislations.

23. COST OF SAMPLES

The Contractor at his own cost shall supply all samples.

24. QUALITY OF MATERIALS, WORKMANSHIP AND TESTS

All materials and workmanship shall be of the respective kinds described in the contract and in accordance with Incharge of work or his Representative may direct at the place of manufacture of fabrication or on the site or at all or any of such places. The Contractor shall provide such assistance instruments, machines, labour and materials, as are normally required for examining, measuring, and testing any work and the quality, weight or quantity of any material used and shall supply samples of materials be-fore in corporation in the works for approval as maybe required by the Incharge of work or his Representatives.

25. COST OF TESTS

The cost of making any test except in respect of the materials supplied by the Employer shall be borne by the Contractor, if such test is intended by or provided for in the contract.

Contractor Signature and seal

AGREEMENT FORMATE

Article of Agreement this _____ between HIMSR Jamia Hamdard, Hamdard Nagar, New Delhi (hereinafter called "The Employer") of the one part and _____(or whose registered office is situated at _____New Delhi hereinafter called the Contractor of the other part.

WHEREAS the Employer is desirous for "**Renovation and upgradation of the existing Medical Counseling Room at ground floor HIMSR Building.**" and has caused specifications and schedules of Quantities describing the works in tender/quotations.

AND WHEREAS the Contractor has agreed to execute upon and subject to conditions set forth herein (hereinafter referred to as the said conditions) the works described in the specifications and included to the said schedule of quantities at rates therein set forth amounting to the sum of Rs. _____.

HEREINAFTER referred to as ("the said contract amount") **AND WHEREAS** the contractor has deposited with HIMSR Jamia Hamdard, New Delhi the sum of Rs. _____ as the security to be retained until the expiry of the defects liability period for the due observance and performance of this contract.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of said contract amount to be paid at the times and in the manner set forth in the said conditions, the contractor shall upon and subject the said conditions execute and complete the work shown and described in the said specification and/or the schedule of Quantities.
2. The Employer shall pay the contractor the said contract amount or such other sum as shall become payable at the time and in the manners hereinafter specified in the conditions.
3. The said terms and conditions and schedule of quantities shall be read and construed as framing part of this agreement and the parties here to shall respectively avoid by submit themselves to the condition and perform the agreements of their part respectively in such conditions contained.
4. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in DELHI and only the courts in Delhi shall have jurisdiction to determine the case.

As witness our hands this _____ day of _____ 2018

Signed by the said _____

(Employer)

In the presence of _____

Address _____

Singed by the said _____

(Contractor) _____

In the presence of _____

Address _____