

ALL INDIA INSTITUTE OF MEDICAL SCIENCES BHOPAL
Saket Nagar, Bhopal M.P. 462024

No. 2004/AIIMS / Residential//EE(C)/AIIMS/BPL/2015-16/
Date:07.07.2015

Notice inviting Tender for Labour Rate

On behalf of The Director AIIMS Bhopal. Sealed Tender is invited by Executive Engineer (Civil) AIIMS BHOPAL which will be received at the above office, from experienced Civil Contractor Firms / Agencies who has done similar type of works. For detail design & specification contact to The Executive Engineer (Civil), AIIMS Bhopal.

Sl. No.	Name of work	Approximate Cost	EMD in Rs.	Period of Completion
1	Fabrication work in Type-III & IV for protecting Balcony	3.24 Lakhs	6500/-	30 days

Important Dates:

Last date of sale of tender	Date of submission of tender	Date of opening of technical bid
17.07.2015 Time 2:30 PM	17.07.2015 Time 3:00PM	17.07.2015 Time 3:15 PM

The cost of tender form Rs.525/- non refundable

Executive Engineer (Civil),
AIIMS Bhopal

TENDER DOCUMENT

AIIMS, BHOPAL invites
TENDER FOR PROVIDING “Fabrication work in Type-III & IV for protecting
Balcony.”
(Documents related to Eligibility Criteria)
TECHNICAL BID

(In separate sealed Cover-I super scribed as “Technical Bid”)

1. Name & Address of the Tenderer Organization/Agency with phone number, email etc. <u>and</u> name, address and telephone/mobile number of contact office at Bhopal.						
2. Experience in the Civil Construction Work Particulars of experience in accordance with eligibility criteria (Attach certificates, testimonials). This shall cover the details of works of similar nature, approximate magnitude and duration carried out				In following format		
S. No.	Name of Organization with complete address and telephone numbers to whom services provided	From	To	Total Contract period (in Yr/month)	Total Contract Amount (In Rs.)	Reason for Termination
3. Set-up of your firm, also indicate the number of artisan carpenters available for performing this service: (a) Is the establishment registered; (b) Undertaking of the Agency confirming the availability of the adequate manpower of requisite experience for deployment in AIIMS, BHOPAL.						
4. PAN No. (Please attach copy)						
5. Acceptance of terms & conditions attached (Yes/No). Please sign each page of terms and conditions as token of acceptance and submit as part of tender document.						
6. Power of Attorney/authorization for signing the bid documents						

7. Please submit an undertaking that no case is pending with the police against the Proprietor/firm/partner or the Agency.	
8. Following details of the DD Rs./- of towards bid security (EMD). DD No. Date: Drawn on:	

Declaration by the Tenderer:

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

Encls:

1. DD Order No. _____

2. Terms & Conditions (each page must be signed and sealed)

3. Financial Bid.

Place:.....
Date:.....

(Signature of Tenderer with seal)
Name:
Address
Phone No (O):
Fax No. (O):
E-mail:

FINANCIAL BID

(In sealed Cover-II super scribed "Financial Bid")

PERCENTAGE RATE TENDER FOR PROVIDING "Fabrication work in Type-III & IV for protecting Balcony"

Item No.	Sub-heads and items of work	Total Amount of as per BOQ	Percentage rate Quoted (+/-) to be quoted by the bidder	Total Tender as per quoted by bidder
संख्या 1.	Providing M.S. Fabricated shed on top floor balcony as per design enclosed (14 Nos.) frame 50x50x5 MS angle, 25mm square tube frame, using 25x5 MS flag on top hard PVC sheet 1.5mm thick terracotta colour, Clay tile pattern to be fixed by appropriate hilty fastener, complete work.	324969		
	Total in Figure			
	Total in Word			

Declaration by the Bidder:

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

Note:

- (i) No other charges would be payable by Client.
- (ii) There would be no increase in rates during the Contract period.

Place:

Date:

(Signature of Bidder with seal)

Name:

Seal:

Address :

Phone No (O): Fax No. (O): E-mail:

(To be made on Rs 100.00 Non Judicial Stamp Paper)
DRAFT AGREEMENT FORMAT

This agreement is made at Bhopal on the _____ day of _____ Two thousand Fourteen between the Director, All India Institute of Medical Sciences, Bhopal, **acting through Executive Engineer (Civil), AIIMS, Bhopal, having its office at AIIMS, SaketNager, Bhopal-462 026** (*hereinafter* called 'Client' which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the **First Part**.

Second Part

M/s _____, having its registered office at _____

(*Here in after* called the '**Agency**' which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the **Second Part** .

WHEREAS the 'Client' is desirous to engage the 'Agency' for providing Manpower for AIIMS, BHOPAL at Bhopal on the terms and conditions stated below:

1. The Agency shall be solely responsible for compliance to provisions of various Labour, Industrial and any other laws applicable and all statutory obligations, such as, Wages, Allowances, Compensations, EPF, Bonus, Gratuity, ESI, etc. relating to personnel deployed at AIIMS, Bhopal site. The Client shall have no liability in this regard.
2. The Agency shall be solely responsible for any accident / medical / health related liability / compensation for the personnel deployed by it at AIIMS, Bhopal site. The Client shall have no liability in this regard.
3. Any violation of instruction / agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
4. In case of non-compliance with the contract, the Client reserves its right to:
 - a. Cancel / revoke the contract; and / or
 - b. Impose penalty up to 10% of the Total Value of contract

5. **PAYMENT TERMS: - The tenderer** may submit running account bills after completion of major works, as per satisfaction of the competent authority.

Payment shall be released after the successful completion of the part of work/work, full satisfaction of the Competent Authority & receipt of bill, after deducting TDS as per Income tax Rules and any other deductions as per Government rules. However the work shall have to be completed within the stipulated period. 100% PAYMENT WILL BE MADE AFTER work subject to submission of Security Deposit for 5% value of the order Amount of EMD of successful bidder can be included in Security Deposit in contractor's request. This Security Deposit shall be in the form of Deposit at Call receipt of any scheduled bank/Banker's cheque/Demand Draft /Pay order of any Scheduled Bank or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank in accordance with the prescribed form valid for four months. OTHERWISE 95% PAYMENT WILL BE RELEASED AFTER SUPPLY&BALANCE 5% PAYMENT/ (or Security Deposit & Performance Guarantee if submitted) WILL BE RELEASED AFTER THREE MONTHS after full satisfaction of competent authority.

Payment shall be made through Account Payee Cheque or Electronic Clearing System only by DDO, AIIMS Bhopal and the charges shall be deducted from the bill.

6. The Agency shall be fully responsible for timely payment of wages and any other dues to the personnel deployed by it at AIIMS, BHOPAL site.
7. The Agency also agrees to comply with annexed Terms and Conditions and amendments thereto from time to time.
8. Decision of Client in regard to interpretation of the Terms and Conditions and the Agreement shall be final and binding on the Agency.
9. The Agency shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The Agency shall keep Client fully indemnified against liability of tax, interest, penalty etc. of the Agency in respect thereof, which may arise.
10. In case of any dispute between the Agency and Client, Client shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Bhopal.
11. 5% Performance Guaranty should be deposited by Contractor within 7 days of receiving of NOA. EMD will be returned after receiving the performance guaranty or will be adjusted with performance guaranty.

THIS **AGREEMENT** will take effect from _____ day of _____ Two thousand Fourteen and shall be valid for one year.

IN WITNESS WHEREOF both the parties here to have caused their respective common seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year mentioned above in Bhopal in the presence of the witness

For and on behalf of the ‘**Agency**’

For and on behalf of the ‘**AIIMS, Bhopal**’

Signature of the authorized Official

Signature of the authorized Official

Name of the Official

Name of the Official

Stamp / Seal of the ‘**Agency**’

SIGNED, SEALED AND DELIVERED

By the said

By the said _____
_____(Name)
_____ on
behalf of the ‘**Agency**’ in presence of

_____(Name)
_____ on behalf of the ‘**AIIMS, Bhopal**’ in presence
of

Witness _____

Witness _____

Name _____

Name _____

Address _____

Address _____

ANNEXURE
TERMS & CONDITIONS OF CONTRACT
(Annexure to Agreement)

A. Scope of Work:

Following are the specifications of work – As per CPWD specification 2009.

B. Eligibility Criteria:

1. The Bidder may be a registered individual or a proprietary firm, Partnership firm, Pvt. Ltd., Company.
2. Conditional bids shall not be considered and will be out rightly rejected in very first instance.
3. The bidder must have PAN or other required registration document.
4. Experience of Similar nature work as follows:-
 - . Three similar works each of value not less than 40% of estimated cost or two similar work each of value not less than 60% of estimated cost or one similar work of value not less than 80% of estimated cost in last 7 years ending last day of the month previous to the one in which the tenders are invited.

C. Information and Conditions relating to Submission of Bids

1. Work should be completed within 60 days from award of tender or as specified in work order.
2. The tender document containing eligibility criterion, scope of work, terms & conditions and draft agreement can be purchased from AIIMS, Bhopal on any working day between 10.30 hrs and 17.00 hrs on payment of non-refundable charges of Rs 500/- only.
3. The interested agencies are required to submit the Technical and Financial Bids separately in the format enclosed. The bids in sealed Cover-I containing “**Technical Bid**” and sealed Cover-II containing “**Financial Bid**” should be placed in a third sealed cover superscribed “**Fabrication work in Type-III & IV for protecting Balcony**” should reach AIIMS, Bhopal at specified tender closing time. The Technical bids shall be opened as specified in the table or informed date at AIIMS, Bhopal in presence of the bidders or their authorized representatives who choose to remain present.
4. All the pages of the tender should be signed by the owner of the firm or his Authorized signatory. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/authorization may be enclosed along with tender. A copy of the terms & conditions shall be signed on each page and submitted with the technical bid as token of acceptance of terms & conditions.
5. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected. However, the cuttings, if

any, in the Technical Bid application must be signed by the person authorized to sign the tender bids.

6. The bidder shall pay Bid Security (EMD) as mentioned in notice along with the Technical Bid by Demand Draft Banker check /Fixed deposit receipt in favour of "AIIMS, Bhopal" drawn on any Nationalized Bank / Scheduled Bank and payable at Bhopal. Bids received without Earnest Money deposit (EMD) shall stand rejected and thus shall not be considered for evaluation etc. at any stage. Amount of EMD of successful bidder can be included in Performance guarantee in contractor's request
7. The bid security (EMD) without interest shall be returned to the unsuccessful bidders after finalization of contract.
8. PAYMENT TERMS:- The tenderer may submit running account bills after completion of major works, as per satisfaction of the competent authority. Payment shall be released after the successful completion of the part of work/work, full satisfaction of the Competent Authority & receipt of bill, after deducting TDS as per Income tax Rules and any other deductions as per Government rules. However the work shall have to be completed within the stipulated period. 100% PAYMENT WILL BE MADE AFTER work subject to submission of Security Deposit for 5% value of the order. Amount of EMD of successful bidder can be included in Security Deposit in contractor's request. This Security Deposit shall be in the form of Deposit at Call receipt of any scheduled bank/Banker's cheque/Demand Draft /Pay order of any Scheduled Bank or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank in accordance with the prescribed form valid for four months. OTHERWISE 95% PAYMENT WILL BE RELEASED AFTER SUPPLY&BALANCE 5% PAYMENT/ (or Security Deposit & Performance Guarantee if submitted) WILL BE RELEASED AFTER THREE MONTHS after full satisfaction of competent authority. Payment shall be made through Account Payee Cheque or Electronic Clearing System only by DDO, AIIMS Bhopal and the charges shall be deducted from the bill.
9. The EMD shall be forfeited if successful bidder fails to undertake the work or fails to comply with any of the terms & conditions of the contract.
10. The bid shall be valid and open for acceptance of the competent authority for a period of 90 days from the date of opening of the tenders and no request for any variation in quoted rates and / withdrawal of tender on any ground by successful bidder shall be entertained.
11. To assist in the analysis, evaluation and computation of the bids, the Competent Authority, may ask bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.
12. After evaluation, the work shall be awarded normally to the Agency fulfilling all the conditions and who has quoted the lowest rate (inclusive for all categories) after complying with the all the Acts / provisions stated / referred to for adherence in the tender. In case two or more agencies are found to have quoted the same rates, the Director, AIIMS, Bhopal shall decide about the Agency to which the offer shall be granted based on the report on the past performance of the firm, and length of experience etc. Such decision by such authority shall be final.

The Director, AIIMS, Bhopal, have discretionary right to award on the same rate parallel contract to any of the willing agency(ies) found to have quoted the same rates, in

case, the agency with lowest rate at any stage after award of contract fails to perform successfully / satisfactorily.

13. The payment to labourers should not be less than minimum wages of Govt. of India (prescribed for skilled, unskilled, highly skilled categories).
14. AIIMS, Bhopal reserves the right to accept or reject any or all bids without assigning any reasons. AIIMS, Bhopal also reserves the right to reject any bid which in his opinion is non-responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.
15. Canvassing in any form is strictly prohibited and the renderers who are found canvassing are liable to have their tenders rejected out rightly.
16. After successful and satisfactory completion of this work, tender can be extended for similar works to be carried in various hostels/ residential complex/ guest house of AIIMS Bhopal in future.

Terms and Conditions:

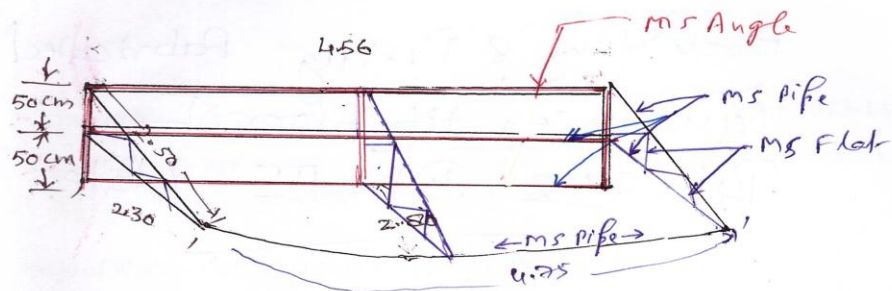
The services and provisions for the labour rates for making hostel wardrobes shall be as under:-

1. Work has to be completed within 60days from the date of award of work order
2. The full particulars of the personnel to be deployed by the Agency including their names & addresses shall be furnished to the Executive Engineer (civil), AIIMS, Bhopal
3. The Agency shall be solely responsible for compliance to the provisions of various Labour and industrial laws.
4. In case of any loss that might be caused to the AIIMS, Bhopal due to lapse on the part of the personnel discharging their responsibilities will be borne by the Agency and in this connection, AIIMS, Bhopal shall have the right to deduct appropriate amount from the bill or from the Performance Bank Guarantee submitted by the contracting agency to make good such loss to AIIMS, Bhopal besides imposition of penalty. In case of frequent lapses on the part of the personnel deployed by the agency, Director, AIIMS, Bhopal shall within its right terminate the contract forthwith or take any other action without assigning any reason whatsoever. Such penalties / termination shall be binding on the agency.
5. AIIMS, Bhopal shall pay the agreed amount on production of bill (in duplicate) for the amount due towards work completed duly verified by the Administrative Officer, AIIMS, Bhopal and other requisites. No other charges of any kind shall be payable. There would be no increase in rates payable to the
6. **In case of non-compliance / non-performance of the services according the terms of the contract, the AIIMS, Bhopal will In case of delay on the part of the vendor, penalty @ ½% per week of the total order value will be deducted from the supplier's bill subject to maximum of 10 % without prejudice to other terms & conditions of the order.**
7. The decision of the Director AIIMS, Bhopal in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.

8. In case of any dispute between the Agency and AIIMS, Bhopal, the Director, AIIMS, Bhopal shall have the right to decide. However all matters of jurisdiction shall be at the local courts located at Bhopal.
9. In case of any dispute or differences arising under the terms of this Agreement the same shall be settled by reference to arbitration by a Sole Arbitrator to be appointed by Deputy Director (Admin.), AIIMS, Bhopal. The provisions of Arbitration and Conciliation Act 1996 shall be applicable.
10. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
11. An agreement shall be signed with the successful bidder as per specimen enclosed.
12. **The bidders are advised to see Website regularly as the Corrections / modifications in the Schedule of items, terms, conditions / NIT shall only be made through website at any time but before the last date of receipt of tender.**

Note: These terms and conditions are part of the Contract/Agreement as indicated in the Agreement between 'Client' (First Part) and the 'Agency' (Second Part) and any non-compliance shall be deemed as breach of the Contract/Agreement.

Type III & IV Fabrication work



3 Angle	50 X 50 X 5 mm	1.0	3.00	
1 Angle	50 X 50 X 5	4.56	4.56	
3 angle	- do -	2.30	6.90	
25 mm MS Pipe		2.50 X 3	14.46	Rmt
25 x 5 mm ms flat		4.50 X 2	7.50	
		4.75 X 1	4.75	
		2.30 X 3	6.90	
		2.00		
				2.00 Mc
				20.75
				27.65

And Sheet - 4.60 x 3 Meter 1.5 mm thick

Rate:

8-10-13
10/6/13

Yogesh Purswani
5.8.13

YOGESH PURSWANI
Executive Engineer (Civil)
MOH & FW (GOI)
AIIMS, BHOPAL

Drawing