

BHOPAL MEMORIAL HOSPITAL & RESEARCH CENTRE
UNDER DEPARTMENT OF HEALTH RESEARCH, MINISTRY OF HEALTH & FAMILY WELFARE,
GOVERNMENT OF INDIA
Raisen Bye Pass Road, Bhopal – 462038 (M.P.)
Phones :- + 91 755 2742212 – 16, Fax :- + 91 755 2748309
Website : www.bmhrc.org

TENDER DOCUMENT

"Tender for Painting works at BMHRC Hospital, Residential Complex & Health Centres"

Tender No.:BMHRC/Tender/ES/Civil/Painting/2017-18/05

LAST DATE & TIME

SALE OF TENDER DOCUMENT	: 24-07-2017 to 12-08-2017
BID SUBMISSION	: 14-08-2017 upto 14:00 hrs
BID OPENING	: 14-08-2017 at 15:30 hrs
TENDER DOCUMENT PRICE	: Rs. 1000/- (Rs. One Thousand Only)

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RAISEN BY PASS ROAD KAROND BHOPAL – 462 038 (M.P)
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NOTICE INVITING TENDER

Sealed tenders are invited on behalf of Director BMHRC Bhopal from approved & eligible contractors of CPWD / PWD / Railway / P&T / Nationalised Bank's / PSU's and Autonomous bodies of State and Central Govt for the below mentioned works:

Sl no	Name of works & tender no	Estimates cost (in Rs)	EMD amount (in Rs)	Sale of tender document	Last date & time for submission of tender	Bid opening date & time	Amount of Solvency certificate (in Lacs)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
1	Tender for Painting works at BMHRC Hospital, Residential Complex & Health Centres. (Tender no: BMHRC/Tender/ES/Civil/Painting/2017-18/05)	29.31 Lacs	59,000/-	From 24-07-2017 to 12-08-2017	14-08-2017 upto 14:00 hrs	14-08-2017 at 15:30 hrs	29.31 lacs

Detailed specifications, terms and conditions are given in the tender document which can be obtained from the office of Dy Director Engineering Services, BMHRC, Bhopal against payment of non refundable tender fee of Rs 1000/- . The tender document can also be downloaded from the official website of BMHRC: www.bmhrc.org, *tender documents fee would not be applicable if downloaded from BMHRC website.*

Director BMHRC reserves the right to reject any or all tender without assigning any reasons(s) there of.

Note: All subsequent corrigendum / amendmends shall be published only on website and not in press. Hence participants are advised to always be in touch with our website untill the tender / bid is finally opened.

**Director,
BMHRC, Bhopal**

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NOTICE FOR INVITING TENDER

"Tender for Painting works at BMHRC Hospital, Residential Complex & Health Centres"

Sealed Tenders are invited on behalf of Director BMHRC Bhopal from approved & eligible contractors of CPWD/PWD/ Railways/ P&T/ Nationalized Banks/ PUS's and autonomous bodies of State and Central Government for the work of painting and white washing of BMHRC Hospital and Health Centres, the estimated cost of works is **Rs. 29.31 Lacs.**

1) ELIGIBILITY CRITERIA

The tenders shall be considered in technical evaluation of only those contractors, if they produce definite proof from the appropriate authority to the satisfaction of the competent authority of BMHRC regarding satisfactory completion of similar works of specified magnitude mentioned below during the last 3 years (2013-14, 2014-15, 2015-16), **similar works means the works of "Painting and white washing works including Renovation & finishes, interiors works of building excluding electrical works."**

One similar work	not less than 80% of Estimated cost.
Two similar works	not less than 60% of Estimated cost
Three similar works	not less than 40% of Estimated cost.

2) The bidder should furnish attested copies of following documents:-

- i) Copy of Registration of firm, establishment, company.
- ii) Copies of turnover certificate for the latest Three Years (2013-14, 2014-15 & 2015-16).
- iii) Copy of the PAN CARD of the Proprietor/Partner/Company.
- iv) Copy of PF Registration certificate.
- v) Copy of Registration under Service Tax & TIN No.
- vi) Solvency certificate from any of Commercial Banks of **Rs. 29.31 lacs.**
- vii) Copy of documentary proof mentioning the work experience of bidder as per similar work clause mentioned in NIT.
- viii) Satisfactory completion of contract certificate from previous organization (Minimum three).
- ix) Non blacklisting declaration.
- x) Declaration regarding no ongoing police case/ vigilance inquiry. (*on letter head*)

3) Detailed specifications, Terms and Conditions are given in the tender document which can be obtained from BMHRC, BHOPAL against payment of non refundable tender fee of **Rs. 1000/-** for each tender document.

The tender documents may also be downloaded from the official website of BMHRC, Bhopal "www.bmhrc.org" and the tender fee would not be applicable in case the tender documents are downloaded from BMHRC website.

- 4) The tender documents / forms are not transferable.
- 5) Offers should be submitted alongwith D.D. For **Rs. 59,000/- (Rs. Fifty Nine Thousand Only)** drawn in favor of "Director BMHRC" payable at Bhopal towards E.M.D.
- 6) The agencies/ firms registered under MSME/SSI shall be exempted from submission of tender document fee/ EMD.
- 7) The agencies/ firms registered under "Make in India" scheme of Govt. of India would be eligible for relaxations under the scheme.
- 8) **Schedule dates for Tender :**
 1. **Sale of Tender documents for Painting works from 24-07-2017 to 12-08-2017.**
 2. **Last Date for submission of Painting works offers upto 14:00 hrs on 14-08-2017.**
 3. **Opening of Technical bid at 15:30 hours on 14-08-2017.**

Note : All subsequent corrigendum/amendment shall be published only on website and not in press. Hence, bidders are advised to always be in touch with our said website until the tender is finally opened

**DIRECTOR
BMHRC**

GENERAL TERMS AND CONDITIONS IN RESPECT OF TENDERS

"Tender for Painting works at BMHRC Hospital, Residential Complex & Health Centres"

1. GENERAL:

The bidder is expected to examine all instructions, forms, terms and conditions and specifications in the tender document. Failure to furnish complete information as required with reference to the tender document shall result in rejection of the bid.

2. TENDER FORM :

The tender application form (**Annexure -A**) and related documents along with the earnest money is to be Submitted in a sealed cover superscribed "**Tender for Painting works at BMHRC Hospital, Residential Complex & Health Centres**" addressed to **DIRECTOR**, Bhopal Memorial Hospital & Research Centre (**BMHRC**), **BHOPAL** and it will be dropped in the Tender Box kept for the purpose in the Admin Block of BMHRC upto **14:00 hrs.** on **14/08/2017** and the tenders will be opened on the same day at **15:30 hours** in presence of bidders/their authorized persons, who may willing to be present.

The tender shall be submitted in two bid system in different sealed envelopes marked as Technical Bid (**Envelop-1**) and Financial Bid (**Envelop-2**). The Technical Bid (**Envelop-1**) will be opened first and if found in order, the financial bid (**Envelop-2**) of the bidder shall be considered.

Details of Technical & Financial Bids is as mentioned below.

I) Envelop – 1: (Technical Bid)

EMD of Rs. 59,000/- (Rs. Fifty Nine Thousand Only) in the form of Bank Draft in favour of **Director, Bhopal Memorial Hospital & Research Centre**, payable at Bhopal along with the authentic copies of following documents shall be submitted in sealed envelop marked as '**Technical Bid**'.

- i) Copy of Registration of firm, establishment, company.
- ii) Copies of turnover certificate for the latest Three Years (2013-14, 2014-15 & 2015-16).
- iii) Copy of the PAN CARD of the Proprietor/Partner/Company.
- iv) Copy of PF Registration certificate.
- v) Copy of Registration under Service Tax & TIN No.
- vi) Solvency certificate from any of Commercial Banks of **Rs. 29.31 lacs**.
- vii) Copy of documentary proof mentioning the work experience of bidder as per similar work clause mentioned in NIT.
- viii) Satisfactory completion of contract certificate from previous organization (Minimum three).
- ix) Non blacklisting declaration.
- x) No ongoing police case/ vigilance inquiry declaration. (*on letter head*)

II) Envelop -2 : (Financial Bid)

'**Price bid**' shall be in second envelop containing the filled up schedule of rates duly superscribed as Financial Bid.

- i) The bidder shall indicate in the price schedule **Annexure - D** of the tender document, the complete filled up rates of each items mentioned in the Financial Bid without any omission.

Signature of Bidder

- ii) All prices must be mentioned both in figures and words. The bidder must make sure that there is no discrepancy between the two. In case of discrepancy lower rate will be taken for consideration.
- iii) Arithmetical errors, if any, in any part of the bid will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total shall be corrected. If there is any discrepancy between the figures and words, the amount in words will be taken as correct. If the bidder does not accept the correction of errors, the bid shall be rejected.
- iv) The tender should be typewritten/legibly written and free from overwriting/cutting. Alteration unless legibly attested by the bidder shall disqualify the tender.
- v) The tender document alongwith all necessary relevant documents attached by the bidder shall be page numbered along with index indicated on the front page.
- vi) All pages of the tender and related papers are to be duly authenticated by bidder or authorized Signatory on behalf of bidder and affixing the seal of the firm.
- vii) The bidder shall complete the tender form and the appropriate (Financial Bid) furnished in the tender documents for all the works as required by the BMHRC.
- viii) The tender shall be submitted as per two bid system i.e. Technical Bid & Financial Bid. The Technical Bid envelop shall comprises of EMD and tender document cost in form of DD/ Banker's Cheque/ Receipts and credentials of bidder alongwith duly signed & sealed tender set. Financial Bid shall be separately submitted in sealed envelop, both envelop superscripted with name of bidder, tender details and shall be kept in a bigger envelop and superscripted with name of bidder and tender description.

3. EARNEST MONEY DEPOSIT (E.M.D) :

- i) The bidder shall furnish, as part of his bid an EMD of **Rs. 59,000/- (Rs Fifty Nine Thousand only)** in the form of a Bank Draft of any Commercial Bank, in favor of "**Director, Bhopal Memorial Hospital & Research Centre**" **payable at Bhopal. No interest shall be payable by BMHRC on this amount.**
- ii) Unsuccessful bidder's EMD will be returned.
- iii) The successful bidder's EMD will be discharged upon the bidder signing the contract and furnishing the performance security.
- iv) The EMD shall be forfeited :
 - a) If the bidder withdraws his bid during the period of bid validity specified by the bidder on the tender form ; OR
 - b) In case of a successful bidder, if the bidder fails: To sign the contract and/or to furnish performance security.

4. **SOLVENCY CERTIFICATE** : The tenderer must submit solvency certificate of the amount specified in the NIT as per the attached format (**Annecure – C**). The solvency certificate of any commercial banker shall be addressed to the Tender Inviting Authority (Director, BMHRC) and should be in a sealed cover.

Signature of Bidder

5. PERFORMANCE SECURITY DEPOSIT

- i) Successful bidder will be required to deposit security deposit (interest free) @10% of contract value out of this, the successful bidder will have to submit DD of **Rs. 1,50,000/-** whereas the remaining will be deducted by way of 10% deduction of each running bill of contractor till it reaches to 10% including **Rs.1,50,000/-** of contract value. The amount of EMD of the successful bidder can be adjusted and merged with the security deposit.
- ii) The security deposit of 5% value of contract in the form of DD shall remain with BMHRC for entire defect liability period beyond the date of completion of contract subject to adjustment of any claim of Hospital, arising out of terms & conditions pertaining to the tender.
- iii) The security deposit of 5% of running account bill shall be released on satisfactory completion of all contractual obligations.
- iv) No interest shall be payable on the security deposit.
- v) The remaining security deposit i.e. 5% will be released beyond 60 days of defect liability period.

6. PERIOD OF VALIDITY OF BIDS:

- i) Bids shall remain valid for a period of ***One year*** after the date of tender opening prescribed by the BMHRC. Bid valid for a shorter period shall be rejected by the BMHRC as non responsive.
- ii) **In exceptional circumstances BMHRC may solicit the bidders consent to an extension of the period of validity. The request and the response thereto shall be made in writing. The EMD provided shall also be suitably extended.**
- iii) The contractor shall not be permitted to tender for works in BMHRC responsible for award and execution of contracts in which his near relative is posted as assistant Account Officer or as an officer in any capacity. He shall also intimate the name of persons who are subsequently employed by him and who are near relatives to any gazetted officer in BMHRC. Any breach of this condition by the contractor would render him liable to be debarred.
- iv) No Engineer of gazetted rank or other Gazetted Officer employed in Engineering or Administrative Duties in an Engineering Department of the Govt of India is allowed to work as a contractor for a period of two years after his retirement from Govt service, without the prior permission of the Govt of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Govt of India as aforesaid before submission of the tender or engagement in the contractor's service.

7. BMHRC's RIGHT TO ACCEPT OR REJECT ANY BID :

The **BMHRC** reserves the right to accept or reject any bid without assigning any reason at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the grounds for BMHRC's action.

Signature of Bidder

8. SIGNING OF CONTRACT :

- i) At the same time as the **BMHRC** notifies the successful bidder that his bid has been accepted, **BMHRC** will send the bidder the contract form "**Annexure - B**", draft of which is provided in the tender document incorporating all agreements between the parties.
- ii) Within 10 days (or within the period if and as extended by the **BMHRC**) of receipt of the contract form, the successful bidder shall sign and date the contract on non-judicial stamp paper of **Rs.100/-** or amount requisite denomination and return it to the **BMHRC**.
- iii) Cost incurred in this connection shall be borne by the contractor.

9. CONTRACT AMENDMENTS

Terms and conditions of the contract may be modified by the **BMHRC** without effecting the basic nature of contract. All the condition as per the tender documents will also be applicable. No variation in/or modification of the performance of the contract shall be made except by written amendment signed by the parties.

10. TIME OF COMPLETION

The contractor is required to complete all the painting work in a duration of 18 (Eighteen) months including rainy season from the date of issue of work order. .

11. TERMS OF PAYMENTS

The payment shall be made to the contractor against the completed painting works in accordance with clause 4 of Special Condition of contract.

12. CORRUPT OR FRAUDULENT PRACTICES

BMHRC requires that the Hospital as well as bidder/contractors under this contract observe the highest standard of ethics during the execution of contracts. In pursuance of this policy, **BMHRC** will reject a proposal for award, if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. It will declare a firm ineligible either indefinitely or for a stated period of time for award of the **BMHRC** contract if, at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the **BMHRC** contract.

13. RESOLUTION OF DISPUTES

In case of a dispute or difference between the **BMHRC** and the contractor relating to any matter arising out of or connected with this agreement such dispute or difference shall be referred to an arbitrator to be nominated by the **DIRECTOR, BMHRC**. The award of the arbitrator shall be final and binding on the parties of this contract. It is the term of this contract that in the event of such arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for time of such transfer or vacation of office or inability to act, the **DIRECTOR, BMHRC** shall appoint another person to act as an arbitrator in accordance with the terms of this contract. Such arbitrator shall be entitled to proceed with the reference from the stage at which his predecessor left it. It is also term of this contract that no person other than a person appointed by the **DIRECTOR, BMHRC** as aforesaid should act as an arbitrator.

Signature of Bidder

14. JURISDICTION

This contract shall be deemed to have been concluded at Bhopal for all purposes and therefore only courts of Bhopal shall be having the jurisdiction for the purpose of any adjudication where some dispute/difference remain unsolved in spite of arbitration.

15. RIGHT TO MODIFY OR RELAX :

BMHRC reserves the right to modify and / or relax any of the terms and conditions of the tender/contract.

16. MANNER OF PERFORMANCE

It is specifically agreed and understood between the parties that this contract create a principal to principal relationships between the contractor and that the contractor shall not be treated as Supervisor or Agent of the BMHRC. BMHRC shall not be liable for any deeds, offenses or misconduct committed by the contractor or any of his employees or any promises made by the contractor to any of his employees.

17. KNOWLEDGE OF ALL NECESSARY INFORMATION RELATED TO THE WORKS.

The bidder must gain knowledge himself & it is his own responsibility, at his own expenses to take all the information which may be necessary for the purpose of making a tender and for entering into a contract. He must examine the Drawings as well as inspection of site and acquaint himself with all local conditions, means of access to the work, nature of the work, working condition including stacking of materials, installation of T&P conditions affecting accommodation and movement of labour etc. required for satisfactory execution of work. In no case for execution of work the Hospital facility shall be closed at our end. No claim whatsoever on such account shall be entertained by Employer in any circumstances.

18. STAUTORY OBLIGATIONS OF CONTRACTOR

- a) Contractor shall be responsible for various statutory obligations under the various Labour Laws.
- b) It will be the sole responsibility of the contractor to abide by the provisions of the following acts as to the workers engaged by him for performance of this contract.
 - i) Employment of Children Act.
 - ii) Workmen Compensation Act.
 - iii) Employment of Labour/ Contract Labour Act.
 - iv) Industrial Employment Act.
 - v) Contract Labour Abolition and Regulation Act, 1970.
 - vi) Minimum Wages Act.
 - vii) Employee Provident Fund & ESI Act.
 - viii) Any other Act or Legislation which may govern the nature of the contract.

19. **FORCE MAJEURE:** If the performance of any party to the contract is prevented, restricted, delayed or interfered by reason of Fire, explosion, cyclone, floods, War, revolution, blockage or embargo, any law, order, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrict trade practices or regulations, Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein, or any other circumstances beyond the control of the party affected, then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected uses its best efforts to remove such cause of non-performance and when removed the party shall continue performance with utmost diligence.

Signature of Bidder

Special terms and conditions

1. Scope of works

Scrapping of old paint and preparation of surfaces, all the visible cracks in walls and ceilings to be properly opened and filled with approved cracks fillers, without any additional charges, application of primer and putty on prepared wall & ceilings surfaces as per the specifications and instructions of Engineer In-charge, then the application of specified item in required coats as per the specification, manufacturer guide lines and instruction of Engineer In-charge, cleaning of site including cleaning of windows its glasses, floors, door panels and the adjacent areas.

2. Time for completion of contract, extension thereof, defaults and compensation for delay.

Time is the essence of the contract and as such all works shall be completed within the time stipulated in the contract/work order.

Immediately after the contract is executed and the work order is issued, the Engineer In-charge and the contractor shall agree upon a detailed time and progress chart prepared based on BAR CHART/PERT CPM techniques on the basis of a Painting schedule submitted by the contractor at the time of executing contract showing the order in which the work is proposed to be carried out within the time specified in the contract document/work order.

2.1 If the contractor, without reasonable cause or valid reasons, commits default in commencing the work within the aforesaid time limit, BMHRC shall without prejudice to any other right or remedy, be at liberty, by giving 15 days notice in writing to the contractor to commence the work, to forfeit the Earnest Money deposited by him and to rescind the Letter of Acceptance of Tender/Work Order.

2.2 Compensation for delay.

If the contractor fails to maintain the required progress in terms of the agreed time and progress chart or to complete the work and clear the site on or before the contract of extended date of completion, he shall without prejudice to any other right or remedy available under the law to BMHRC on account of such breach, pay as compensation (Liquidated Damages) @ half percent (1/2%) of the contract price per week of delay. The aggregate of such compensation/ compensations shall not exceed 10 (ten) percent of the total value as shown in the contract.

2.3 **Extension of date of completion:** on occurrences of any events causing delay as stated here-under, the contractor shall intimate immediately in writing to the Engineer In-charge.

a) Force Majeure :

- i) Natural phenomena, including but not limited to abnormally bad weather, unprecedented flood and draught, earthquakes & epidemics.
- ii) Political upheaval, Civil commotion, strikes, lockouts acts of any Govt. (Domestic/ foreign) including but not limited to war, proprieties, quarantine embargoes.

Signature of Bidder

In the event of delay due to Force Mejeure for more than one month the contract may be terminated at the discretion of the BMHRC. Termination under such circumstances will be without any liability on either side.

- b) Serious loss or damage by fire.
- c) Any other causes which, at the sole discretion of BMHRC, is beyond the control of the contractor's.

3. Quality Assurance – Materials and Workmanship

The contractor shall carry out and complete the work in every respect in accordance with the contract and shall ensure that the work conforms strictly to the specifications, instructions of the Engineer In-charge. The Engineer In-charge may issue, from time to time, further detailed instructions/directions in writing to the contractor. All such instructions/directions shall be consistent with the contract documents and should be reasonably inferable therefrom, alongwith clarifications/ explanations thereof, if necessary.

3.1 All materials to be provided by the contractor shall be in conformity with the specifications/ schedule of work as per the contract and the contractor shall furnish proof, if so required by the Engineer – In- charge to his satisfaction that the materials do so comply.

3.2 The contractor shall immediately after the award of work, draw up a schedule giving dates for submission of samples of painting materials as required or necessary as per the specification for approval of Engineer In- charge who shall approve, if found acceptable, promptly so that there is no delay in the progress of the work of the contractor or the work of any of the sub-contractor.

3.3 BMHRC through the Engineer In- charge, shall have full powers to reject any materials or work due to a defect therein for not conforming to the required specification, or for materials not being of the required quality and standard or for reasons of poor workmanship or for not being in accordance with the sample approved by him. The contractor shall forthwith remedy the defect/replace the materials at his expense and no further work shall be done pending such rectification/replacement of materials, if so instructed by the Engineer – In- charge.

In case of default on the part of the contractor, the Engineer – In- charge shall be at liberty to procure the proper materials for replacement and/or to carry out the rectifications in any manner considered advisable under the circumstances and the entire cost & delay for such procurement / rectification shall be borne by the contractor. Liability on this account will be limited to the amount of performance guaranty.

3.4 **Access to the work** : the Engineer – In- charge and any person authorised by BMHRC shall at all times have access to the works and to all locations and places where work is being prepared or from where materials, manufactured articles are being obtained for the work and the contractor shall provided every facility for and every assistance in or in obtaining the right to such access.

3.5 **Inspection of works** : The authorised representative from BMHRC may at any time visit the works underway and issue necessary instructions, the contractor or his authorised representative/ supervisor shall be present at the site of work for receiving the instructions/remarks from BMHRC representative and to comply with it.

Signature of Bidder

3.6 **Final Inspection of works** : The Engineer In-charge and any other officer nominated by BMHRC for the purpose shall make final inspection of all work included in the contract/work order, or any portion thereof, of the contract, as soon as practicable after notification by the contractor that the work is completed and ready for acceptance. If the work is not acceptable to the Engineer In-charge at the time of such inspection, he shall inform the contractor in writing as to the particular defects to be remedied before final acceptance.

3.7 **Defects appearing after acceptance** : Any defect which may appear within the defect liability period and arising, in the opinion of the Engineer In-charge, from lack of conformance with the specifications, shall if so required by the Engineer In-charge in writing, be remedied by the contractor at his own cost within the time stipulated by the Engineer In-charge. If the contractor fails to comply, the Engineer In-charge may employ other persons to remedy the defects and recover the cost thereof from the dues of the contractor including performance security.

3.8 **Site Order Book** : A site order book shall be maintained in the form of Register duly certified by the Engineer In-charge regarding number of pages it contains, each page being numbered, name of work, name of contractor, reference of contract/work order and the aforesaid certificate should be recorded on its first page.

3.9 **Storage of Materials** : The proper storage of materials is entirely the responsibility of contractor, and the materials shall be so stored as to ensure the preservation of the quality and fitness for the work. When considered necessary by the Engineer In-charge, they shall be placed on wooden platforms or other hard, clean surfaces and not directly on the ground.

3.10 **Defective Materials** : All materials not conforming to the requirements of the specifications shall be considered as defective, and all such materials, whether in place or not shall be rejected. They shall be removed immediately by the contractor at his expenses and replaced with acceptable material.

4. **Measurement and Payments**

Except where any general or detailed description of the work in the Bill of Quantities or specifications of the contract/work order provides otherwise, measurement of work done shall be taken in accordance with the relevant standard method of measurement published by the Bureau of Indian Standards (BIS) and CPWD, if not covered by the above other relevant Standards/practices shall be followed as per instructions of the Engineer In-charge.

4.1 Measurement shall be taken jointly by the Engineer In-charge or his authorised representative and by the contractor or his authorised representative.

4.2 Before taking measurements of any work, the Engineer In-charge or the person deputed by him for the purpose shall intimate the contractor to attend or to send his representative to attend the measurement. Every measurement thus taken shall be signed and dated by both the parties on the site on completion of the measurement. If the contractor objects to any measurement, a note to that effect shall be made in the Measurement Book and signed and dated by both the parties.

Signature of Bidder

4.3 The measurement of the portion of work/items of work objected to, shall be remeasured by the Engineer In- charge himself or the authority nominated by BMHRC competent authority for the purpose in the presence of the contractor or his authorised representative and recorded in the M.B which shall be signed and dated by the both the parties. Measurement so recorded shall be final and binding upon the contractor and no claim whatsoever shall thereafter be entertained.

In case the contractor or his authorised representative does not attend to the joint measurement at the prefixed date and time after due notice, the measurements taken by the Engineer In- charge or his representative shall be final and binding on the contractor.

4.4 **Payments :** The running account payments may be made once in a month or at intervals stipulated in the work order / contract agreement and against the completed works or portions of work.

4.5 BMHRC reserve the right to recover/enforce recovery of any over payments detected after the payment as a result of post payment audit or technical examination or by any other means, not withstanding the fact that the amount of disputed claims, if any, of the contractor exceeds the amount of such overpayment and irrespective of the facts whether such disputed claims of the contractor are the subject matter of arbitration or not.

The amount of such over payments shall be recovered from subsequent bills under the contract.

4.6 Income tax deduction as applicable of the gross value of each bill or at the rate as amended from time to time, shall be made unless exempted by the competent authority of the Income Tax Department.

Sales tax on works contract shall be payable by the contractors. If , however, BMHRC is asked to make deduction from the contractors bills the same be done and a certificate to this effect shall be issued to the contractor for dealing with the State Govt. and BMHRC does not take any responsibility to do anything further in this regard.

4.7 No interest shall be payable on the amounts withheld, under the terms of the contract agreement/work – order.

5. **Termination, Cancellation, Suspension and Foreclosure of Contract.**

BMHRC shall, in addition to other remedial steps to be taken as provided in the conditions of contract be entitled to cancel the contract in full or in part, if the contractor :-

a) Makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the Engineer In- charge, then on the expiry of the period as specified in the notice.

b) Commits default/breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the Engineer In- charge.

Signature of Bidder

6. **Defect Liability Period** : In addition to the defects to be rectified by the contractor as per terms of the contract/work order, the contractor shall be responsible to make good and remedy at his own expense the defects mentioned hereunder within such period as may be stipulated by the Engineer In-charge in writing.

a) Any defect/defects in the work detected by the Engineer In-charge within a period of 6 (six) months from the date of issue of completion certificate.

b) In the case any defect in the work detected by the Engineer In-charge within a period of 6 (six) months from the date of issue of completion certificate or before the expiry of one full monsoon period i.e. June to October whichever is later in point of time.

The defect liability period can be extended by BMHRC on getting request from the contractor only for valid reasons.

Technical Specifications of materials & workmanship

All workmanship, material and items of work shall conform to relevant BIS standards and description of items of the tender document (BOQ). In case of items not covered either by Indian standards or other relevant standards, the CPWD specification and practices shall be followed.

Signature of Bidder

Annexure – A

TENDER APPLICATION FORM

Tender No : BMHRC/Tender/ES/Civil/Painting-Hospital, Residential Complex & Health Centres/2017-18/05

Date : _____

Sir,

Having examined the tender documents, the receipt of which is hereby duly acknowledged, I, the undersigned, offer to supply, deliver, commission the services in conformity with the said tender documents, for a total sum of money to be arrived at and agreed upon between the BMHRC and the agency on the basis of the prices of the painting works quoted in the Financial Bid and made a part of this bid attached herewith, or such other sums as may be agreed to between the BMHRC and the agency as signed contract.

I /We undertake, if my/our bid is accepted, to deliver the services in accordance with the painting work schedule specified in the bid documents or agreed upon, in writing, with the **BMHRC**.

I/ We agree to abide by this bid for a period of ***One year*** after the date fixed for bid opening under clause **5** , General Terms and Conditions and it shall remain binding upon me and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.

I/We undertake that, in competing for (and, if the award is made to me/us, in executing) the above contract, I/we will strictly observe the laws against fraud and corruption in force in India, namely” Prevention of Corruption Act 1988”.

I/We understand that you are not bound to accept the lowest or any bid you may receive.

I/We declare that the information stated above and in the enclosed attachment and copy of certificates/documents supplied herein is complete and absolutely correct and any error or omission therein, incidental or otherwise, will be sufficient justification for the BMHRC to reject my/our offer and/or to cancel the award and forfeit my/our earnest money at the BMHRC absolute discretion.

I/We understand that you are not bound to accept this or any bid you may receive.

Dated this _____ day of _____

Signature

(in the capacity of)

Seal of the company

Duly authorized to sign the bid for and on behalf of

Seal of the company

Signature of Bidder

Annexure - B

CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 2016 between the DIRECTOR, BMHRC (hereinafter "the BMHRC") of the one part and _____ (Name of agency of _____ (city) (herein after "the contractor") of the other part:

WHEREAS the BMHRC is desirous of outsourcing Painting works and has accepted a bid by the agency for the Painting works as per the Prices quoted in Financial Bid (hereinafter called the "Contract Price")

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to .
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a) Tender Notice ;
 - b) The entire tender document;
 - c) The Bid Form and the Price Schedule (Financial Bid) submitted by the Bidder ;
 - d) The Specifications of works given in various sections of the tender document ;
 - e) The Terms and Conditions of Contract ;
 - f) The BMHRC Notification of Award ;
 - g) The agency's acceptance of the award ;

In consideration of the payments to be made by the BMHRC to the agency as hereinafter mentioned, the contractor hereby covenants with the BMHRC to undertake the Painting works and to remedy defects therein in conformity in all respects with the provisions of the contract.

BMHRC hereby covenants to pay the **Contractor** in consideration of the Painting work completed and the remedying of defects herein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the Contract .

Brief particulars of the works which shall be undertaken by the agency is as per the whole set of tender documents.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the Indian laws the day and year first above written.

Signed, Sealed and Delivered by the Said _____ (for the BMHRC)

In the presence of _____ Signed, Sealed and Delivered by the

Said _____ (for the AGENCY) In the presence of

Witness (1) Witness (2)

Signature of Bidder

Annexure – C

PROFORMA FOR SOLVENCY CERTIFICATE

This is to certify that to the best of our knowledge and information M/s
having marginally noted address, a customer of our bank are/is respectable and can be treated as
good for any engagement up to a limit of Rs. (Rupees).
This certificate is issued without any guarantee or responsibility on the Bank or any of the officers.
This certificate is issued on the request of Shri/Smt/M/s-----for the purpose of
tendering in BMHRC.

Bank Seal

**(Signature with rubber stamp of
Branch Manager)**

Note : 1) In case of partnership firm, certificate to include names of all partners as recorded with
Bank.

Signature of Bidder

CHECK LIST OF THE DOCUMENTS TO BE SUBMITTED WITH THE TENDER

Confirm the enclosure of all the below documents without which tenderer may not be eligible to participate in the tender.

S.No.	Items	Confirm
1	EMD	
2	Tender form with complete technical bid and Financial Bid, with all pages serially numbered, signed and stamped on each page.	
3	Registration certificate of Firm OR Establishment.	
4	Copies of turnover certificate certified by the Chartered Accountant of duration (2013-14, 2014-15 & 2015-16).	
5	Self Attested Photo Copy of PAN Card.	
6	EPF Registration Certificate Copy.	
7	Service Tax Registration Certificate & Tin No.	
8	Solvency certificate from any commercial bank of Rs.29.31 lacs	
9	Documents in support of contract fulfilled in last 3 year along with their values in support of the experience and Financial credibility.	
10	Satisfactory completion of contract certificate from previous organization (Minimum three).	
11	Non blacklisting declaration.	
12	No ongoing police case/ vigilance inquiry declaration. (on letter head)	

Signature of Authorised Person

Date :

Full Name:

Place :

Company's Seal:

FINANCIAL BID

**BHOPAL MEMORIAL HOSPITAL & RESEARCH CENTRE
UNDER DEPARTMENT OF HEALTH RESEARCH, MINISTRY OF HEALTH &
FAMILY WELFARE, GOVERNMENT OF INDIA**

Raisen Bye Pass Road, Bhopal – 462038 (M.P.)

Phones :- + 91 755 2742212 – 16, Fax :- + 91 755 2748309

Website : www.bmhrc.org

FINANCIAL BID

For Painting works at BMHRC Hospital, Residential Complex & Health Centres.

S. N	Description of Items	Unit	Qty.	Rate		Amount
				In Figures	In words	
1	Providing & applying white cement based putty of average thickness 1mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete	Sqm	3010.00			
2	White washing with lime to give an even shade : Old work (two or more coats)	Sqm	12403.00			
3	Removing white or colour wash by scrapping and sand Papering and preparing the surface smooth including necessary repairs to scratches etc. Complete.	Sqm	3810.00			
4	Distempering with oil bound washable distemper of approved brand and manufacture to give an even shade : Old work (one or more coats)	Sqm	39424.00			
5	Distempering with oil bound washable distemper of approved brand and manufacture to give an even shade : Old work (Two or more coats)	Sqm	3449.00			
6	Wall painting with plastic emulsion paint of approved brand and manufacture to give an even shade : One or more coats on old work	Sqm	1324.00			
7	Painting with synthtic enamel paint of approved brand and manufacture of required colour to give an even shade : One or more coats on old work	Sqm	9253.00			

Signature of bidder
with seal

FINANCIAL BID

For Painting works at BMHRC Hospital, Residential Complex & Health Centres.

S. N	Description of Items	Unit	Qty.	Rate		Amount
				In Figures	In words	
8	Finishing walls with Acrylic Smooth exterior paint of required shade : Old work (One or more coats) on existing cement paint surface)	Sqm	4985.00			
9	Finishing walls with premium Acrylic Smooth exterior paint of required shade: Old work (Two or more coats) on existing cement paint surface)	Sqm	1100.00			
10	Painting (one or more Coats) on rain water,soil,waste and vent pipes & fittings with black anti corrosive bitumastic paint of approved brand and manufacture on old work :					
a	75 mm diameter pipes	Mtr.	2720.00			
b	100 mm diameter pipes	Mtr.	3734.00			
11	Painting with synthtic enamel paint of approved brand and manufacturer of required colour to give an even shade : One or more coats on old work (applicable of paint on the equipment's shall be through spray jet machine with compressor)					
i)	Patient Bed	Each	120.00			
ii)	Bed Side Locker (0.40mx.40mx.72m)	Each	120.00			
iii)	Patient Table	Each	120.00			
iv)	Stool with steel top (0.50m ht.)	Each	120.00			
v)	Bed Partition (Screen)	Each	30.00			
vi)	Stretcher	Each	20.00			
vii)	Rack 6 panels (0.90mx 0.60mx1.80m)	Each	24.00			
viii)	Rack 6 panels (0.90mx 0.45mx1.80m)	Each	24.00			

ix)	Six door personal Lockers (0.40mx0.48mx1.80m)	Each	24.00			
x)	Storewell (0.90mx2.0mx0.50m)	Each	24.00			
xi)	I.V Stand	Each	120.00			
	GRAND TOTAL (In words)					

The rates quoted above are inclusive of all the taxes, such as works contract tax, VAT, Service Tax, Labour Welfare Charges levies etc. as applicable.

In case of any dispute, ambiguity in specification of any items the resolution shall be as per the specifications and mode of measurements of CPWD which has to be agreed upon by me/us.

Signature of bidder
with seal