

REGIONAL INSTITUTE OF MEDICAL SCIENCES

SUBMISSION OF TENDER

To,

**THE DIRECTOR
REGIONAL INSTITUTE OF MEDICAL SCIENCES,
LAMPHELPAT – 795004
MANIPUR**

(Please fix a photo)

SUBJECT:

.....

Sir,

I beg to submit my tender for the above mentioned work after going through the details of the tender and duly signed by me for favour of your kind consideration and further disposal.

Enclose:

1. Tender paper sheets
2. Money Receipt (EMD) Rs..... No.

Yours faithfully,

Signature of contractor _____

Date_____

Name of contractor
(In Block Letters)
Sri/Smti _____

Full Postal Address _____

Registration No: _____

Contact No: _____

GENERAL CONDITIONS OF CONTRACT (GCC)

1. The Tender is a Two Bid System. All technical, commercial documents are to be enclosed in **Envelope -1** & only the Price Bid is to be enclosed in **Envelope -2**.
2. The Tender Reference & name of work is to be mentioned clearly on each envelope.
3. Intermixing of envelopes will tantamount to rejection.
4. The site is located at Lamphelpat.
5. The tender is allowed to apply only the registered contractors of RIMS.
6. The work should be completed within the stipulated period from the date of issue of commencement work order.
7. EMD to be deposited in the form of FD/Call Deposit to be duly pledged in favour of **“the Director RIMS, Imphal”**.
8. Contractors shall be deemed to have inspected and examined the site of work and its surroundings before submitting the tenders.
9. Tenderers will have to submit attested copy of their registration along with a recent passport size photograph duly attested by a gazetted officer.
10. Intending tenderers have to quote their rates both in figure and in words item wise basis. Rates to be quoted separately for Non Schedule Items (if any) as indicated in the Price Bid.
11. If during the execution of the work the contractor encounters physical obstructions or physical conditions other than climatic conditions on the site, which obstructions or conditions were in his reasonable opinion not foreseeable by the contractor, the contractor shall forth with give notice thereof to the Head, Engineering Section, RIMS, Imphal. On receipt of such notice, the AE shall , in his opinion feel that such obstructions/conditions could not have been reasonably foreseen by the contractor, after due consultation with the contractor determine any extension of time with no financial bearing to which the contractor is entitled.
12. During the execution of the works, the contractor shall keep the site reasonably free from all unnecessary obstructions and shall store or dispose of any contractors equipment and surplus materials and clear from the site any wreckage, rubbish or temporary works in consultation with the Sanitary Supt of the Institute.
13. Before issue of any completion certificate, the contractor shall clear away and remove from that part of the site to which the completion certificate relates all contractors' equipment, surplus material, rubbish and temporary works of every kind.
14. The contractor while employing labour should ensure that all the statutory labour laws and regulations are adhered to.
15. In the event of
 - a. The amount or nature of extra or additional work(s)
 - b. Exceptionally adverse climatic conditions
 - c. Other special circumstances which may occur other than through a default or breach of contract by the contractor or for which he is responsible. Being such as fairly to entitle the contractor to extension of time for completion of the works or any section or part thereof, the Institute shall after due consultation with the contractor and subject to clause 12 determine the amount of such extension with no financial bearing and shall notify the contractor accordingly.
16. If the contractor fails to complete the execution and completion of the works as specified in the work order and if extension of time is granted if any in accordance with clause 12 and 16 of the GCC, the contractor shall be bound to pay as liquidated Damages a sum of 0.5 % (percent) per week of delay for such default subject to a maximum of 5 % of the contract price.
17. When whole of the works have been substantially completed, the contractor shall give a notice to the Head, Engineering Section of the Institute, accompanied by a written undertaking to finish with due

expedition any outstanding work during the defect Liability period. Such notice and undertaking shall be deemed to be a request by the contractor to the Assistant Engineer © to issue a taking over certificate.

18. Defect liability period shall be 6 (six) months calculated from the date of completion of the works certified by the Head, Engineering Section in the completion certificate.
19. If the contractor fails to fulfill any of the obligations under this contract, the Institute shall be at liberty to terminate the contract thereby avoiding the contract and will be at liberty to allot the whole work or balance works to any other party at the risk and cost of the first party.
20. All works are to be carried out as per current specifications prevailing in the state of Manipur (MPWD & CPWD) and when directed by the Institute.
21. In submitting tender the registered contractor should mention registration number and class with full present address and should submit attested copy of the registration certificate.
22. All the relevant documents required to be submitted along with the tender including the EMD should be submitted in the first envelope marked as **Envelope I** and only the price quoted should be submitted in another envelope marked as **Envelope II (form annexed to these conditions)**
23. The Envelopes should clearly indicate the name of work, name, address and contact number of the contractor. Tenders not submitted in the said format will be rejected.
24. Every page of the tender paper to be signed by the contractor as a token of acceptance of the terms and conditions before submission of tender, failing which the tender will be rejected.
25. **Average Annual Financial Turnover** during the last three years ending 31st March of the previous financial year should be at least **30 % of the estimated cost**.
26. The contractors who are already registered to RIMS in different category such as Spl class, 1st Class & 2nd Class category with their ceiling limit as per **Contracts & Contractor Enlistment Rules of RIMS** under clause 3.0 of ANNEXURE-I are eligible to tender.
27. Completion Certificates are to be signed by Officers not below the rank of Executive Engineers however, in the case of RIMS, the Assistant Engineer of RIMS (being the HOD of Engineering section) will sign the certificate.
28. Completion Certificates should indicate the items of works executed along with the date of award of work & time of completion as per work order & actual time of completion (**FORMAT-A**)
29. Payments can be made to the contractor subject to certification by the Head, Engineering Section after completion of about 50 % of the work and final payment will be paid after completion of the work after due certification and satisfaction of the Head, Engineering Section.
30. Rates once accepted will not be enhanced due to variation in the rate of materials, labour and Government taxes.
31. No tools and plants will be supplied by the Institute.
32. No materials will be supplied by the Institute.
33. Contractors should clearly mention the name of work for which they are quoting for in both the Envelopes.
34. While submitting price bids, contractors should not use correction fluid. Price bids where correction fluid has been used will not be accepted.
35. The quoted rates shall be firm, fixed and binding on the contractor irrespective of any variation in the quantities stated in the contract upto \pm 20 % variation of the contract value as a whole.
36. Successful Non –Tribal tenderers should submit the valid Trading license within 7 (seven) days from the date of issue of preliminary work order.
37. Any dispute arising in the part of the contract shall be settled by the Director, RIMS, Imphal.

38. The specifications and mode of measurement for civil works shall be in accordance with PWD/CPWD specifications unless otherwise specified.
39. If there is any excess payment on any item etc made to the contractor, the contractor shall not hesitate to cooperate in adjusting / deducting the same from either the running bills or final bills.
40. The rates written in words shall prevail in case of any variation between the rates mentioned in figure and in words.
41. The Institute reserves the right to accept or reject any or all tenders without assigning any reason thereof
42. All the above requirements are compulsory for fulfillment as part of the tenders failing which tenders will be rejected.
43. All documents, registrations should be valid as on the date of tender.
44. In the event of responsive parties quoting same rates, the Institute will have the right to decide on the allotment of the work to any of the responsive party/parties without assigning any reasons thereof.
45. Manipur Value Added tax, as applicable will be deducted from the bills of the contractor.
46. The rate quoted for the additional/non-scheduled item should be quoted as per the price bid format annexed to this tender failing which tenders will be rejected.
47. Tenders documents can be downloaded from the Institute's website www.rims.edu.in .Downloaded tender documents will have to be accompanied with a DD/bankers cheque of Rs 500.00 towards the cost of the tender.
48. The Party shall be responsible for the safety of all its workmen/employees during the period of execution of the work. The party shall provide all safety materials, gadgets, equipments etc to all its workmen/employees to ensure their safety during execution of the work. The Institute shall not be held responsible in case of any accidents, mishaps etc to the party and its employees.
49. Any delay in completion of the works beyond the stipulated date due to reasons attributable to the contractor may eventually lead to cancellation of letter of award for which the contractor is not entitled to any compensation. The cancellation of letter of award would lead to forfeiture of performance security.
50. Contractors will have to get their labour registered with the Labour Department. Supporting documents to be furnished along with the tender. 1% cess will be deducted from the bills of the contractor for depositing with the Labour Department in accordance with the Building and other construction workers welfare Cess Act 1996.

DOCUMENTS TO BE SUBMITTED ALONG WITH THE TENDER:

51. The contractor/firm has to submit latest VAT clearance certificate.
52. The contractor/firm has to submit PAN Card
53. Registration order copy duly attested by any Gazette officer.
54. An affidavit on a non-judicial stamp paper that there is no police/vigilance/CBI case pending against him/them.
55. The firm/contractor has to submit the list of technical staff, equipments and organization chart. Attested copy of diploma/degree certificates to be enclosed. Undertaking in the form of affidavit to be submitted.
56. Balance sheet indicating the Financial turnover for the last five (5) years i.e 2009-10, 2008-09, 2007-2008, 2006-2007, 2005-2006.

Check List of documents to be submitted along with the tender:

Envelope I

- | | |
|--|--------------------------|
| 1. Earnest money Deposit | <input type="checkbox"/> |
| 2. Attested copy of registration and a recent passport size photograph duly attested . | <input type="checkbox"/> |
| 3. Undertaking not to sub-let the work.
(format enclosed with the tender) | <input type="checkbox"/> |
| 4. Valid Trading license in case of non-tribal contractors. | <input type="checkbox"/> |
| 5. Pan Card. | <input type="checkbox"/> |
| 6. Latest Vat Clearance certificate | <input type="checkbox"/> |
| 7. Documentary proof of work orders, completion certificates as specified in clause 29 of the GCC. | <input type="checkbox"/> |
| 8. Tender papers to be signed on all pages. | <input type="checkbox"/> |
| 9. The Envelopes should clearly indicate the name of work, name, address and contact number of the contractor. | <input type="checkbox"/> |
| 10. Average Annual Financial Turnover during the last three years | <input type="checkbox"/> |
| 11. List of technical staff with undertaking | <input type="checkbox"/> |
| 12. Affidavit of no vigilance/police/CBI case pending against them | <input type="checkbox"/> |

FORMAT - A.

Sl. No.	Name of Contractor	Name of Work	Agreement No. with date	Name of division in which work was executed	Tender Cost	Stipulated date of Start (as per w/o)	Stipulated date of Completion (as per w/o)	Actual date of Completion

Signature of Contractor

Signature of Officer issuing the Completion Certificate