

## Section 2: Instructions to Bidders

1.0 The tenderers, who have down loaded the tenders from the web, should read the following important instructions carefully before actually quoting the rates & submitting the tender documents: -

- 1.1 The tenderer should see carefully & ensure that the complete tender document including schedule of Quantities have been down loaded & there are .....61+2 ..... Pages in all in the tender document.
- 1.2 The printout of tender document should be taken on A4 size paper only.
- 1.3 The tenderer should ensure that no page of the down loaded tender document is missing.
- 1.4 The tenderer should ensure that all pages of the down loaded tender document are legible & clear & are printed on a good quality paper.
- 1.5 The tenderer should ensure that every page of the downloaded tender document is signed by Tenderer with stamp (seal).
- 1.6 The tenderer should ensure that the down loaded tender document is properly bound and sealed before submitting the same.
- 1.7 The loose tenders not properly sealed shall be summarily rejected.
- 1.8 In case of any correction / addition / alteration / omission in the downloaded tender document, it shall be treated as non-Responsive and shall be summarily rejected.
- 1.9 The tenderer shall furnish a declaration to this effect that no addition / correction / alteration / omissions have been made in the tender document submitted, and it is identical to the tender document appearing on Web site *(9. Declaration)*.
- 1.10 The tenderer should read carefully and sign the declaration given before submitting the tender.
- 1.11 In case of partnership firm, an attested copy of partnership deed must be given along with eligibility credentials in envelope - 1.
- 1.12 In case of any doubt in the down loaded tender, the same should be got clarified from the O/o Dean (Planning & Development), IWD, SPA, Bhopal before submitting the tender.

2.0 Item rate tenders are invited on behalf of SCHOOL OF PLANNING AND ARCHITECTURE, BHOPAL (Founded by MHRD, Government of India) from approved, eligible and registered contractors of Public works organizations like CPWD, MES and local State P.W.D (B&R) for the work of “Aluminium partition & Vertical Blinds work in Quality Improvement Program (QIP) Centre at SPA Bhopal at Bhauri. ”

- 1.1 **The work is estimated to Cost Rs. 7.12 Lac (approx.)/- (Rs. Seven Lac Twelve Thousand only)**
- 1.2 To qualify for award of the Contract, each bidder should have in the last five years:

a. Achieved in any one year during last 5 years (including current year) a minimum financial turnover volume of similar work of at least the amount equal to the estimated cost of works (excluding maintenance cost for five years) for which bid has been invited. The turnover will be indexed at the rate of 8 percent for a year.

b. Satisfactorily completed, as prime Contractor, at least one similar work equal in value to one-third of the estimated cost of work for which the bid is invited.

It is clarified that the works should be in Central Government/Central Autonomous Bodies/Central Public Sector Undertakings/State Government and the certificate should be issued by the officer not below rank of Executive Engineer/ Project Manager or equivalent.

c. **Similar works:** Means the execution of aluminium partition work building including building services.

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3 The time allowed for carrying out the work shall be **30 days** from the 15th day after the date of issue of letter of award of work, or, from the first day of handing over of the site, whichever is later.

4 The site for the work is available.

5 The last date of receipt of application for participation in tender will be as follow:

(i) Last date and time of submission of tender ...**28<sup>th</sup> June 2016**..... up to **17:00** hrs

(ii) Date and time of opening of tender ...**29<sup>th</sup> June 2016**..... at **10:00** hrs

6 Tender documents consisting of following:

(a) Tender form

(b) Instructions to bidders

(c) Forms of Bid & Forms of Securities

(d) Bill of Quantities for works (BOQ)

(e) Technical Specifications

(f) Drawings

6.1 Following important documents can be seen in the office of the Dean (Planning & Development), Institute Works Department (IWD) SCHOOL OF PLANNING AND ARCHITECTURE, BHOPAL (MP) Between 11.00 hours. & 17.00 hours every day except on Saturday, Sundays and Public Holidays.

(a) General condition of the contract,

(b) Annexure for safety measures, labour provisions, model codes,

(c) Various forms for bid etc.

6.2 Tender document can be downloaded from the internet [www.spabhupal.ac.in](http://www.spabhupal.ac.in).

6.2.1 The cost of the downloaded tender document (Rs. 1500/-) should be submitted along with the EMD in the form of separate Demand Drafts / Pay Orders of a Scheduled Bank drawn in favor of Director, SPA Bhopal.

7 Tenders, which should always be placed in sealed envelope, in the manner described at para 9 below with the name of work and due date written on the envelopes, will be received by the **Dean (Planning & Development),**

**School of Planning & Architecture Bhopal,**

**Neelbad Road, Bhauri, Bhopal (M.P.) – 462030** Up to 17.00 Hrs. on ... **28<sup>th</sup> June, 2016** (Date) and will be opened by him or his authorized representative in his office on **29<sup>th</sup> June 2016** at 10:00 Hrs.

The financial bid shall be opened on ... **30<sup>th</sup> June 2016...** (Date) at 10:00 Hrs by Dean (Planning & Development), or his authorized representative.

- i). After opening the main envelope 3, the envelope 1 containing the “Earnest money” and eligibility credentials shall be opened first.
- ii). The envelope 2 containing tender shall be opened only for those tenderers whose Earnest money and eligibility is found in order.
- iii). The unopened tenders shall be returned to the tenderers after the final decision on the tender is reached.

8. The description of the work is as follows: - **“Aluminium partition & Vertical Blinds work in Quality Improvement Program (QIP) Centre at SPA Bhopal at Bhauri”**

9.0 **Submission of tender:** The tender shall be submitted in the following manner:

9.1 The Bidder shall place the three separate envelopes (called inner envelopes) marked “EMD”, “Technical Bid” and “Financial Bid” in one outer envelope. The inner envelopes will have markings as follows:

- (a) EMD.
- (b) Technical Bid: To be opened on **29<sup>th</sup> June 2016** at 10:00 Hrs.
- (c) Financial Bid: Not to be opened except with the approval of the Employer.

**Note: The priced BOQ should be placed only with Financial Bid envelope, failing which the tender shall be rejected.**

9.1.1 The contents of the Technical bid shall be as follows:

- (a) Properly filled tender document. (Except Form – 8)
- (b) Qualification information, supporting documents, affidavit and undertaking as specified in *Form 3.Bidder Information*
- (c) Undertaking that the bid shall remain valid for the period specified in *Form 4.Declaration Statement*
- (d) Any other information/documents required to be completed and submitted by bidders, as specified in the Tender Document, and
- (e) An affidavit affirming that information he has furnished in the bidding document is correct to the best of his knowledge and belief. (*Form 13. Affidavit by contractor*)

9.1.2 The contents of the Financial Bids shall be as follows:

- (i) Form of Bid as specified in Section 5 (form 8. Letter of financial bid)
  - (ii) Priced bill of quantities for Non Scheduled items specified in Section 6;
- 9.2 All the three envelopes EMD, Technical & Financial Bids shall be superscripted with following data.
- (i) Name of work
  - (ii) Name of tenderer
  - (iii) Last date of receipt of tender

**Note:** In case the eligibility credentials are not found in order at any stage i.e. before award of work or during execution of the work or after completion of the work, the contractor will be debarred from tendering in SPA Bhopal for three years including any other action under the contract or existing law.

- 9.3 The tender in which rates are to be quoted should be properly bound and sealed.
10. Copies of other drawings and documents, if any, pertaining to the work will be open for inspection by the tenderers at the office of the above-mentioned officer.
- 10.1 Tenderers are advised to inspect and examine the topography of the site and satisfy themselves before submitting their tenders as to the nature of the terrain and sub-soil in general (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general, shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. Tenderer shall be deemed to have full knowledge of the site & its location whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials tools & plants, water, electricity, access facilities for workers and on all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the SPA Bhopal and local conditions and other factors having a bearing on the execution of the work.
11. The competent authority on behalf of SPA Bhopal does not bind himself to accept the lowest or any other tender, and reserves to himself the authority to reject any or all of the tenders received without the assignment of a reason. Any tenders, in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer, shall be summarily rejected.
12. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.

13. The competent authority on behalf of the SPA Bhopal reserves with himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
14. The company or firm or any other person shall not be permitted to tender for works in SPA Bhopal in which his near relative (s) (directly recruited or on deputation in SPA Bhopal) is/are posted in any capacity either non-executive or executive employee. Near relative (s) for this purpose is/are defined as: –

(i) Member of Hindu Undivided family (HUF).

(i) They are Husband and Wife.

(ii) The one is related to other in the manner as father, mother, son(s) & Son's wife (daughter-in-law), Daughter(s), Daughter's husband (son-in-law), brother(s), brother's wife, sister(s), sister's husband (brother-in-law).

The contractor shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relative to any executive employee/ officer in the SPA Bhopal.

All the intending tenderers will have to give a certificate that none of his/her such near relative (s) as defined above is/are working in the concerned department where he is going to apply for tender/work. The format of the certificate is to be given as:-

“I, \_\_\_\_\_ S/O Shri \_\_\_\_\_ Resident of \_\_\_\_\_ hereby certify that none of my relative (s) as defined in clause 14 of the notice inviting tender of NIT No. ----- is/are employed in concerned SPA Bhopal. In case at any stage, it is found that the information given by me is false / incorrect, SPA Bhopal shall have the absolute right to take any action as deemed fit without any prior intimation to me”.

The certificate in case of Proprietorship Firm shall be given by the proprietor; for Partnership Firm certificate shall be given by all partners and in case of Limited Company, by all Directors of the company. However, Government of India / Financial Institutions nominees and independent non-official part-time Directors appointed by Govt. of India or the Governor of the State are excluded from the purview of submission of this certificate while submitting tenders by Limited Companies.

Any breach of these conditions by the Company or Firm or any other person, the tender / work will be cancelled and Earnest Money / Security Deposit will be forfeited at any stage, whenever it is so noticed. The department will not pay any damages to the company or Firm or the concerned person. The Company or Firm or the person will also be debarred for further participation in the tender in the concerned SPA Bhopal. Further, any breach of this condition by the tenderer would also render him liable to be removed from the approved list of contractors of this Department. If however the contractor is registered in any other Department he shall also be debarred from tendering in SPA Bhopal for any breach of this condition.

15. No Engineer of Gazetted rank or other Gazetted Officer employed in engineering or administrative duties in an Engineering Department of the Government of India or SPA Bhopal is allowed to work as a contractor for a period of two years after his retirement from Govt. service, without previous permission of the Govt. of India or SPA Bhopal 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 or SPA Bhopal as aforesaid before submission of the tender or engagement in the contractor's service.
16. The tender for the work shall remain open for acceptance for a period of 30 days from the date of opening of the tenders. If any tenderer withdraws his tender before the said period issues of letter of acceptance / intent, whichever is earlier or makes any modifications in the terms and conditions of the tender which are not acceptable to the SPA Bhopal, then the SPA Bhopal shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.
17. In case of works having estimated cost below Rs.15,00,000/-, the successful tenderer shall be required to execute an agreement with the SPA Bhopal in the Performa annexed to the tender document, within 15 days of the issue of letter of award by the SPA Bhopal. In the event of failure on the part of the successful tenderer to sign the agreement, the earnest money will be forfeited and tender cancelled. In case of works of estimated to cost Rs.15, 00,000/- and above, the successful tenderer shall, upon issue of letter of acceptance of Tender, shall be required to furnish **Performance Guarantee@ 5% of the tendered value in the form of** irrevocable Bank Guarantee of requisite amount to the SPA Bhopal in the Performa annexed to the tender document or **in the form of fixed deposit receipts**, within 15 days of the issue of letter of acceptance of Tender by the SPA Bhopal. In the event of failure on the part of the successful tenderer to furnish the Bank Guarantee within 15 days, the earnest money will be forfeited and tender cancelled.
18. This Notice Inviting Tender shall form a part of the Contract Document. In accordance with clause 1 of the contract, the letter of acceptance shall be issued first in favour of the successful Tenderer/Contractor. After submission of the performance guarantee, the letter of award of work shall be issued. The contract shall be deemed to have come into effect on issue of letter of acceptance of the tender. On the issue of letter of award, the successful Tenderer/Contractor shall, within 15 days from such date, formally sign the agreement consisting of: -
  - a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender, and, as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
  - b) Standard "General Conditions of Contract for Civil Works & particular specification, safety code, Model rule for the protection of health & sanitary arrangement for workers, labour regulation, and various other Proforma are available in the offices of the Institute works department of SPA Bhopal.

- c) Agreement signed on non-judicial stamp paper as per Proforma annexed to the tender document.
19. Payment to the contractors shall be made through e-payment system like ECS & EFT as detailed below: -
- (a) In cities/areas where ECS/EFT facility is provided by Banks, the tenderer must have Account in such ECS/EFT facility providing Banks and that Bank A/c No shall be quoted in the tender by the tenderer.
- (b) The cost of ECS/EFT will be borne by SPA Bhopal in all cases where the payment to contractor is made in a local Branch i.e. tenderer is having bank account in the same place from where the payment is made by SPA Bhopal.
- (c) In case payment is made to outside branch i.e. tenderer is having bank account not in the same place from where the payment is made by SPA Bhopal, the crediting cost will have to be borne by the tenderer only.
- (d) The payments to contractors will compulsorily be made through ECS/EFT in respect of all contracts where the value of the contract is more than Rs. 10 lakhs. First running account bill shall be paid only after
- (i) Signing of the Agreement/Contract by both the parties, and
- (ii) Progress chart has been prepared as required under Clause 5 and approved by the competent authority.
20. If a contractor after purchasing the tender does not quote consecutively on three occasions, the contractor may be debarred for further purchase of tenders for a period of six months.
21. The contractor should furnish following details to establish their eligibility and capabilities for the project in Performa given herewith
- (a) Bidder, Qualification and other information: performa-3
- (b) Declaration: performa-4
- (c) Bankers authority: performa-5
- (d) Financial capabilities: performa-6 & 7
- (e) Letter of financial bid: performa-8
- (f) Declaration: performa – 9
- (g) Confirmation letter: performa – 10
- (h) Agreement: performa – 11
- (i) Performance Guarantee: performa – 12
- (j) Affidavit: performa – 13

**Dean (Planning & Development)**

Institute Works Department

SPA Bhopal