

TENDER FORM

Date :

To
The Registrar,
Indian Association for the Cultivation of Science,
2A & B, Raja S.C. Mullick Road, Jadavpur,
Kolkata-700 032.

Dear Sir,

I/We having examined the drawings, specifications, designs relating to the works specified in the memorandum hereinafter set out and having visited and examined the site conditions of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the works specified in the said memorandum and in accordance in all respects with the specifications, designs, drawings, and instructions in writing referred to in conditions of tender, the Articles of agreement, Special conditions and conditions and conditions of Contract and with such materials as are provided for, by, and in all other respects in accordance with such conditions so far as they may be applicable.

1. **MEMORANDUM**

- (a) Description of work: **“Renovation works of Glass blowing section of the workshop comprising of Civil and Electrical works in workshop of IACS, Jadavpur”**.
- (b) Location of work: 2A, Raja S. C. Mullick Road, Kolkata – 700 032.
- (c) Earnest Money Deposited: **Rs. 14,800.00**
- (d) Estimated cost: **Rs. 5,90,454.00**
- (e) Total Security Deposit: 10% of the Bill Value.
- (f) Completion Period: **45 working days**.

2. Should this tender be accepted, I/We hereby agree to abide by and fulfill the terms and provisions of the said conditions of Contract hereto so far as they may be applicable or in default thereof to forfeit and pay to the Employer the amount mentioned in the said conditions.

3. We understand that the drawings, which are attached in the tender, are only to give an idea about the nature and magnitude of construction work. Therefore, Architect/owner reserves the rights to amend, add, alter or delete any construction details, which are deemed to be necessary for the proposed execution, and implementation of proposed scheme and the tender rates would not be altered thereby. No claim for compensation for loss of profit or otherwise shall be raised by us. We agree that we shall not raise any claim for price escalation on building materials and labour or due to any other reasons.
4. I/We have deposited by Demand Draft/Banker's Cheque as Earnest Money Deposit. I understand that Earnest Money Deposit will not bear any interest. Should I/We fail to execute the Contract when called upon to do so, I/We do hereby agree that this sum shall be forfeited by the Employer.
5. The list showing the particulars of large works carried out by me/us and the names of manufacturers of specialized items that will be used by me/us in the work are given below/enclosed.
6. Our Bankers & their address are :
 - (I)
 - (II)
7. The name of Proprietor/partners/Directors of our firm as applicable are :
 - (I)
 - (II)

Name of the partner of the firm authorized to sign

OR

Name of person having power of attorney to sign
the Contract (certified true copy of power of
attorney should be attached).

Yours faithfully,

Signature of Contractor

TERMS AND CONDITIONS

1. Submission of a tender/quotation by a tenderer/ quotationer implies that they have inspected and examined the site and its surroundings and satisfied themselves as to the 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.
2. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools and plants, water electricity, access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract document.
3. The tender/quotation for the work shall remain open for acceptance for a period of Ninety days from the date of opening of tender/quotation. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to IACS, then the IACS shall without prejudice to any other right or remedy is at liberty to forfeit the said earnest money as aforesaid.
4. All conditions/terms listed under “Terms and conditions” are applicable for all tenders/ quotations.
5. The successful tenderer /contractor, on acceptance of his tender by the accepting Authority, shall within 15 (Fifteen) days from the stipulated date of start sign the agreement on Non judicial stamp paper of requisite value.
6. The Director, Indian Association for the Cultivation of Science (IACS) does not bind himself to accept the lowest or any tender and reserves to himself the authority to reject or cancel any or all tenders received without the assignment of any reason whatsoever.
7. The successful tendered should submit “No- Claim Certificate” before submitting the Final Bill. The successful tenderer should indemnify IACS from any claim of the suppliers or authorized sub-Contractors of the contractor.

TENDER

I/We have read and examined the notice inviting tender schedule of quantities, terms and conditions and all other contents of the tender document.

I/We hereby tender for execution of the work as per schedule of quantities as per specification, drawing and instructions.

I/We agree to keep the tender open for Ninety days from the date of submission and not to make any modifications in its terms and conditions.

A sum of Rs. _____ is hereby forwarded in Demand Draft/ Bankers cheque of a Scheduled Bank as earnest money which shall be retained by IACS towards security Deposit to execute all the works as per schedule of quantities.

I/We agree that should I/We fail to commence the work specified in the schedule of quantities an amount equal to the amount of the earnest money mentioned above shall be absolutely forfeited to the IACS without prejudice to any other right or remedy available in law.

Date _____

Signature of Contractor
Postal address

Witness _____

Address/Occupation _____

Acceptance

The above tender is accepted by me for and on behalf of Indian Association for the Cultivation of Science for a sum of Rs. _____ (Rupees _____
_____). The letters referred to below shall form part of this contract agreement.

a) _____

b) _____

Date : _____

For and on behalf of
Indian Association for the Cultivation of Science

Signature _____

Designation _____

General Rules and Directions

1. The tenderer shall fill in the rates both in words and figures. The amount against each item is also to be filled in. In case of any discrepancy, the rates quoted by contractor in words shall be taken as correct.
2. Sales Tax, purchase tax, turnover tax, Service tax or any other taxes and duties prevailing in respect of this contract shall be payable by the contractor. IACS will not entertain any claim whatsoever in respect of the same. the contractor should quote the rates / price comprising of the cost of all taxes including service tax and Labour Welfare Cess @ 1% of the value of the work done, duties, materials, labour, loading, unloading, Octroi etc. all inclusive.
3. Canvassing whether directly or indirectly in connection with tenders is strictly prohibited and the tender submitted by the contractor who resorts to canvassing will be liable for rejection.
4. The contractor whose tender is accepted will be required to furnish by way of Security Deposit for the fulfillment of his contract, an amount equal to 10% of the tendered value of the work. The Security Deposit will be collected by deductions from the running bills and Final bill of the contractor at the rates mentioned above and the Earnest money deposited in cash at the time of tenders will be treated as part of the Security Deposit.
5. On acceptance of tender, the name of the accredited representative of the contractor who would be responsible for taking instructions from the Engineer in Charge shall be communicated in writing to the Engineer in Charge.
6. All the works shall be carried out as per latest CPWD specification 2007 corrected up to date. Where CPWD specification is silent Indian standard specifications of B.I.S./National Building Code of India latest published and/or as laid down by West Bengal PWD / IACS are to be followed.
7. If the contractor fails to maintain the required rate of progress or to complete the work and clear the site on or before the contract or extended date of completion, he shall without prejudice to any other right or remedy available under the law, pay compensation the amount calculated at the rates stipulated below or such smaller amount as the Director may decide (whose decision in writing shall be final and binding) on the amount of the tendered value of the work for every completed day/week (as applicable) that the progress remains below or that the work remains incomplete.

Liquidated Damage shall be deducted from the bill @ 1% per Week of Delay subjected to maximum of 5% of the Value of the work done.
8. The Engineer in Charge may without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the state of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases.
 - (i) If the contractor fails to rectify/replace the defects despite of written notice by Engineer in Charge.
 - (ii) If the contractor suspends the progress of work so that in the opinion of the Engineer in Charge he will be unable to secure completion of the work by the date of completion and do not improve performance even after written notice.
 - (iii) If the contractor neglects to carry out his obligations under the contract and/or commits fault in complying with any of the terms and conditions and does not make for remedy, even after written notice.

When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer in Charge on behalf of IACS shall have powers

 - (a) To determine or rescind the contract. Upon such rescission, the full security deposit recoverable under the contract shall be liable to be forfeited and shall be absolutely at the disposal of IACS.
 - (b) After giving notice to the contractor to measure up the work done by him, get the balance work done by another contractor. Any expenses which may be incurred in excess of the sum which would work had been executed by him,

shall be borne and paid by the original contractor and may be deducted from any of his dues.

9. The time allowed for execution of the work or the extended time in accordance with these conditions shall be the essence of the contract.

In case of any event causing delay for which the contractor is not responsible, the contractor shall immediately give notice thereof in writing to the Engineer in charge but shall nevertheless make best endeavors to prevent or make good the delay.

The Director, IACS may consider the notice and allow suitable extension of time for completion of work.
10. The contractor shall submit "Running Account Bill" and Final bill supported by detailed measurements and shall provide necessary assistance deploying staff knowledgeable in taking measurements & Labour and tools for checking the measurement and quality of work whenever required.
11. The splashes and droppings from cement work, white wash colour wash painting etc. on walls, floors, windows etc. shall be removed and the surface cleaned as soon as these items are completed in individual rooms, quarters or premises etc.

In case the contractor fails to comply with the requirement, the Engineer in Charge shall have the right to get this work done at the cost of the contractor either departmentally or through other agency after notice to the original contractor.
12. The contractor shall execute the whole and every part of the work in the most substantial and workman like manner both as regards materials and otherwise in every respect in accordance with specifications. Unless otherwise given in the contract documents the specification will mean standard specification of Central Public Works Department 2007, corrected up to date, Bureau of Indian Standard Specifications, and/or any other published standard or National Building code.
13. The Engineer in Charge shall have the power to make alteration in, omission from, additions to, or substitutions for the original specifications drawings, design and instructions that may appear to him to be necessary or advisable.

The rates for such altered, additional or substituted work shall be determined by the Engineer in Charge as under.

 - (i) Rates present in the schedule of rates mentioned which was used "in general" for making the estimation of the said work, Plus/minus the percentage by which the tendered amount of the works awarded is higher or lower than the corresponding estimated amount.
 - (ii) Market rates analysis, where the rate is non-schedule.
14. Deviation limit for individual item, trade and contract as a whole, is 50% (fifty percent) plus/minus. No claim whatsoever will be entertained in this regard.
15. The contractor shall provide all necessary superintendence during execution of work and as along there after as may be necessary for proper fulfilling of the obligations under the contract.
16. 53 grade ordinary Portland cement conforming to IS 12269 or Portland slag conforming to IS: 455 to be procured from authorized dealers of ultra Tech./A.C.C./Ambuja only. Purchase documents are to be produced along with bills. Only Thermo Mechanically treated (T.M.T) rods from authorized dealers of Tata/ Rashtriya Ispat Nigam are to be procured for steel reinforcement. Samples of all materials are to be got approved from the Engineer in Charge in advance.

17. After completion of the work reconciliation of materials account for materials like cement, steel, paint etc. shall be done. The theoretical requirement of these materials obtained from CPWD Delhi schedule of rates or any other published standard document shall be matched with the actual procurement/consumption.

Permissible variation on theoretical quantities

- 1) Cement 3% plus/minus
- 2) Steel reinforcement 2% plus/minus
- 3) Bitumen 2.5% plus and NIL on minus side
- 4) Paint/Primer etc..... NIL [No variation allowed]

If the actual consumption falls below the permissible variation limit, the item as a whole will be considered as sub standard. The competent authority will decide acceptability and reduced rate for such item of work. The decision of the competent authority shall be final and binding on the contractor.

18. Security deposit will be refunded to the contractor if no complaint is pending on record till after 6 (six) months after completion of the work and no labour complaint is pending against the contractor in respect of the work.
- 19) (i) The contractor shall pay their workers as per the provisions of Minimum wages Act fixed and notified by the Government from time to time. No person below the Age of 14 years shall be employed to act as a workman. Contractor should conform to all other labour Laws prevailing at the time of execution of the Work.
- (ii) First AID Box shall be made available by the contractor at all work sites.
- (iii) The contractor shall provide all safety measures to his workmen like working platform, suitable scaffolding, gangways, ladder, helmets, gumboots, gloves safety belts, insurance coverage etc. according to the situation and nature of work.
- (iv) In every case where compensation is to be paid to a workman employed by the contractor, as per provisions of Workmen's Compensation Act. The contractor shall arrange to pay such compensation in full and IACS will recover the same from the dues and/or security deposit of the contractor and make arrangement to pay the same to the concerned.
20. In case of any dispute arising out of this contract during the progress of the work or after the cancellation, termination, completion or abandonment, the decision of the Director, IACS, shall be final and binding on the contractor.

It is also a term of the contract that if the contractor does not raise any claim in writing within 90 days from the date of cancellation, termination, completion or abandonment, the claim of the contractor shall be deemed to have been waived and absolutely barred and IACS shall be discharged and released of all its liabilities under the contract in respect of these claims.

21. Labour Welfare Cess @ 1% (**under the Building and other Construction Workers Welfare Cess Act, 1996**) of the value of the work done shall be deducted from the Bill(s) of the contractor while releasing payment.