

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,

1. 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 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.

MEMORANDUM

- (a) Description of work: Proposed repair, painting and making platform for service area rear side of Main Building and Computer Building at IACS, Jadavpur, Kolkata – 700 032
- (b) Location of work: 2A, Raja S. C. Mullick Road, Kolkata – 700 032.
- (c) Earnest Money Deposited: Rs.55,500.00
- (d) Estimated cost: Rs.22,17,906.00
- (e) Total Security Deposit: 10% of the Bill Value.
- (f) Completion Period: 90 working days from the date of issue of the work order or handing over the site, whichever is later.

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 the construction work. Therefore, 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 or 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 reason.

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 partners of our firm 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 be at liberty to forfeit of the said earnest money as aforesaid.
4. The time of completion is **90 working days** from the date of placement of the order. **The EMD is Rs.55,500.00** to be paid in favour of **“Indian Association for the Cultivation of Science” in form of Demand Draft. No interest will be payable on the EMD amount.**
5. The Technical Bid(Part-I)will be opened at **3.30P.M on 10.01.2013** & the Financial Bid(Part-II) will be opened at **3.30 P.M. on 17.01.13** in presence of the intending bidders/ their authorized representatives.
6. All conditions/terms listed under “Terms and conditions” are applicable for all tenders/ quotations.
7. The successful tenderer /contractor, on acceptance of his tender by the accepting Authority, shall, within 15 days from the stipulated date of commencement, sign this contract/agreement.
8. 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 any or all tenders received without the assignment of any reason.

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 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

- a. 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.
- b. Sales Tax, purchase tax, turnover tax , service tax or any other tax on in respect of this contract shall be payable by the contractor. Contractor should quote the item rates considering all the tax parameters. IACS will not entertain any claim whatsoever in respect of the same. Deduction of statutory taxes as per the prevailing rules shall be made from the bills. Also **Labour Welfare Cess @ 1%** shall be deducted from this bill.
- c. 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 to rejection.
- d. 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 if deposited in cash at the time of tenders will be treated as part of the Security Deposit.
- e. 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.
- f. All the works shall be carried out as per CPWD specification 1996 and 2007 corrected up to date. Where CPWD specification is silent, Indian Standard specifications of B.I.S./ Specification laid down by IACS is to be followed.
- g. 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.
 - i. Rate of compensation will be @ 0.5% per week would be calculated from the schedule date of completion.
Provided always that the total amount of compensation for delay to be paid under this condition shall not be exceeded 10% of the tendered value of work.

- h. 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 inspite 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 default in complying with any of the terms and conditions and does not remedy it 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

- 1. 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.
 - 2. 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.
- i. 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.

- j. The contractor shall submit “first & final bill” in duplicate supported by detailed measurements and shall provide necessary assistance, labour and tools for checking the measurement and quality of work.

- k. The splashes and dropping 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.
- l. 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 code.
- m. 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) Rate entered in the schedule of rates mentioned in the award letter
 - a. 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.
- n. 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.
- o. 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.

- p. 53-grade ordinary Portland cement conforming to IS:12269 or Portland Slag Conforming to IS: 455 is to be procured from authorized dealers of Ultratech./Lafarge-Concreto/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/ SAIL/ VIZAG of Rashtriya Ispat Nigam Limited (RINL) are to be procured for steel reinforcement. Samples of all materials are to be got approved from the Engineer-in-charge in advance.
- q. 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.
- r. (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 labour below the age of 14 years shall be employed to act as a workman.
(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.
- s. 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.
- t. 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.
- u. A cess @ 1% shall be deducted from the bills for "West Bengal Building & Other Construction Workers' Welfare Fund" under Building & Other Construction Workers' Welfare Cess Act, 1996.