

NOTICE INVITING TENDERS FOR WORK AND TENDER
CONDITIONS

1. Sealed tenders are invited by the Managing Director, Rubber Mark from contractors with sufficient experience and financial capacity for the work construction of a lift well at the office of the Rubber Mark, Kadavanthara.
2. The items and sub-heads of works to be done are enumerated in the subjoined schedule. Unless other wise specified the tender must be for the whole work and part tenders are liable to rejection.
3. All works shall be done inconformity with the specifications and conditions of contract. Contractors must quote their own rate specifically for each item. The rates quoted shall be inclusive all the operations contemplated in the specifications and tender schedule and all incidental work necessary for such operations such as shoring, bailing from work, scaffolding etc. The rates quoted shall be inclusive of VAT, Income Tax , Service Tax and contribution to Worker's Welfare fund etc. The rates accepted and specified in the agreement shall not be varied on any account whatever.
4. Tender sealed and endorsed as such with the name of work clearly written thereon, should be delivered at the office of Rubber Mark, Gandhi Nagar, Kadavanthara, Kochi -20 on or before the date and time mentioned in the Tender Notice. The same will be opened at the Registered Office Rubber Mark, Gandhinagar, Kadavanthara, Cochin, on the date and time mentioned in the Tender Notice by the Managing Director or by such officer as may be authorized in this behalf in the presence of such those tenderers or their authorized agents as may be present. In case it is not possible to open the tenders on the specified date due to any valid reason, the tender will be opened on the next working day at the same time for tender opening. The total amount of each tender will be read out and all correction in the tender will be attested by the tender opening officer with date and initials. Details of individual rates will be treated as confidential. Each tender should be accompanied by a receipt for an earnest money deposit of Rs.25,000/-, earnest money to be produced in the following forms:
 - (a) Demand draft on any scheduled bank in favour of Rubber Mark and payable at Ernakulam.
 - (b) Tenders not accompanied by EMD will not be considered.

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5. Selected contractor will be required to produce Income - Tax and Sales tax clearance certificates before final payment is made for the work, and before security deposits released.
6. Materials used for the work should conform to the Indian Standard Specification and the tenderer shall quote his rate accordingly.
7. Every tenderer is expected before quoting his rate to inspect the site of the proposed work. He should also inspect the quarries and satisfy himself about the quality and availability of materials. Samples of materials as called for by the officer in charge shall be submitted for approval before the supply to site.
8. In consideration of the tenderer being allowed to quote for the work, he should keep the tender firm for a period of 4 months from the date of opening the tender during which period or till the tenders are decided whichever is earlier he will not be free to withdraw the tender. Any such withdrawal will entail forfeiture of the earnest money deposited for the work.
9. Before commencing work or within a week after the date when the acceptance of the tender has been intimated to him, the tenderer shall deposit a sum sufficient to make up the balance of **5 percent of the probable value of contract together with the amount of earnest money deposited and it shall be treated as security deposit for the proper** fulfillments of the same. The tenderer shall execute an agreement for the work before starting the work.
10. The acceptance of the tender rests with the Managing Director Rubber Mark who does not undertake to accept the lowest or any particular tender.
11. The right to carry out the work in conformity with or in a manner entirely different from the terms of this notice inviting tenders for work and tender conditions that may be considered most suitable subsequent to the receipt of tenders due to exigencies of work, is reserved with the Rubber Mark.
12. Drawings, Schedule of quantities/specifications of work to be done and conditions of contract to be entered into selected from the seen at the office of the undersigned on payment of cost of tender form. It shall be definitely understood that the Rubber Mark does not accept any responsibility for the correctness or completeness of the schedule and that the schedule is liable to alteration by omissions, deductions or additions at the discretion of the officer in charge or as set forth in the conditions of contract.

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13. The earnest money deposit of the unsuccessful tenderers, will be refunded immediately after tabulating tenders, keeping only the earnest money of the lowest three tenders.

The earnest money deposit of the remaining unsuccessful tenderers will also be refunded within a week from the date of acceptance of the tender and executor of the agreement by lowest tender.

14. The successful tenderer will have to, if so required carry out 25% more of the estimated quantity of every item at his agreed rates.

15. Any further information necessary can be obtained at the office of the undersigned on all working days during office hours.

16. The work should be completed in all respects with in the agreed time of completion specified in the work order issued to the contractor.

17. Payments shall be on the basis of measurement at unit prices:

(a) It shall be accepted as a condition of the contract that the payment of the final bill to the contractor and his acceptance there of shall constitute a full and absolute release of Rubber Mark from all further claims by the contractor under the contract.

(b) No authorized variation shall vitiate the contract but additions and omissions shall be measured and paid as extra items. Items of work not expressly or implicitly described in the schedule, plans or specifications will be treated as "extras". They will include only items of work, which though highly necessary for the proper execution of the work and its completion, and were not provided for in the original contract.

(b) i) In the case of all extra item whether additional altered or substituted, if accepted rates for identical items are provided for in the contract, such rates shall be applicable.

(b) ii) In the case of extra items whether altered or substituted, for which similar items exists in the contract, the rates shall be derived from the original item by appropriate adjustment of cost of affected components.

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(b) iii) In the case of extra items, not covered by the above rates shall be determined by the officer in charge on the basis of the prevailing market rates giving due consideration to the analysis of the rate furnished by contractor with supporting documents, including contractors profit.

18. The Contractor shall not without the previous sanction in writing of the authority accepting the tender, execute any power of attorney in respect of any matter, touching this contract, and any such power of attorney executed without such sanction shall not be recognized by or be binding upon the Rubber Mark. It shall be entirely within the discretion of the authority accepting the tender either to grant such sanction or to refuse if or to revoke a sanction once again.

19. No part of the contract shall be sublet without written permission of the officer in charge not shall transfer be made by power of attorney authorizing to receive payment on the contractors behalf.

20. Tenders should declare that they are not related to any company employee who is charge of or having control of the work.

21. The Contractor will provide his own tools and machineries store sheds to store his own materials and will be entirely responsible for the proper use and safe custody of the latter and also for any loss, damage, theft, mishandling, weathering or any cause whatsoever.

22. The Contractor shall be responsible for the safety of the labor employed by him and he shall be liable to pay the necessary compensation in case of accidents, as per the workmen's Compensation Act. The Contractor will also be liable to abide by the fair wage conditions notified by the authorities. The Contractor shall employ his own technical personnel according to the tenure of the contract.

23. Tenders, which are not in conformity with this tender notice, are liable to rejection.

24. This tender notice with the conditions stated herein will form part of the contract documents.

25. In cases when the rates quoted for a particular item in figures and words disagree; the rates quoted in words will be taken for the purpose of the settlement of the contract.

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26. The entries in the tender schedule issued by Rubber Mark is in no way to be corrected by the tenderers.

27. The quantities provided in the schedule may vary and the contractor should be prepared to do excess upto 25% (Twenty five percent) over the schedule quantities at this quoted rate the works.

SPECIAL CONDITIONS

1. The earnest money deposit receipt should be attached to the tender properly pledged lest the tender will be rejected.
2. The payment of the earthwork items will be made as per level measurements or tape measurement as decided by the officer in charge.
3. All items should be carried out as per the relevant specification in ISS and all clauses of preliminary specification should be complied with.
4. The mould, shuttering, etc. required for the work should be made by the contractor and got approved by the officers at site before use.
5. It shall be the contractor's responsibility to protect public and his employees against accident from any cause during execution of the work and he shall indemnify the Rubber Mark any claims for injury to person or property resulting from any such accident, and he shall, observe provisions of the "Workmen's Compensation Act" apply, take steps to properly insure against any claims there under.
6. The contractor shall be liable for any loss caused to the company on account of the above work including any that arise due to non-fulfillment of the contract. He should comply with the rules laid down in the general contract regulations regarding fair wages.
7. The work shall be completed in all respects and also at the rate of progress within the time stipulations.
8. Defects, if any noticed within 12 months from the date of completion of the work, will be got rectified by the contractor. In cases of default this will be attended by the Rubber Mark and the cost made good from the contractor.

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9. All sums due to the company under or by virtue of this contract shall be recoverable first from the security furnished by the contractor and if the same is found insufficient such deficit amount shall be recoverable under the provisions of the revenue recovery Act for the time being in force as though the same were arrears of land revenue or in any other manner as the company deem fit.
10. The Contractor agree that before final payment shall be made on the contract, he will sign and deliver to the Managing Director either in the measurement book or otherwise as demanded, a valid release and discharge from, any and all claims and demands what so ever for all matters arising out of the contract provided that nothing in this clause shall discharge or release the contractor from his liabilities under the contract.
11. The notice inviting tenders and the conditions therein shall form part of the agreement.
12. The date fixed for the commencement and the completion of works as entered in the agreement shall be strictly observed by the contractor who shall pay damages at the rate of one percent on the estimated value of the contract for every week not exceeding five weeks that work remains not commenced or unfinished after the proper date.
13. The method of measurements will be as per Indian Standard 1200-1958.
14. All concrete should be machine mixed and vibrated.
15. Fair Wage Clause: The Contractor shall pay not less than fair wage to laborers engaged by him on the work.
16. No modifications in the rates will be admissible in case of variations to the size or shape or both of R.C.C. items are made during execution and rate per unit is binding in all cases.
17. The Contractor should clear all debris from site at no rates cost.
18. All sums found due to the Company under or by virtue of these presents shall be recoverable first from the security furnished by the contractor under the provisions of the Revenue Recovery Act for the time being in force as though the same were arrears of land revenue or in any other manner as the Company deem fit.

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19. If it shall appear to the Officer in charge or his subordinates in charge of the work that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of the inferior description, the contractor on demand in writing forthwith rectify, remove or reconstruct the same in whole or in parts, as the case may require at his own cost, and in the event of his refusing to do so within a period to be specified by the Officer in charge or his subordinates or if he shall fail to remove from the site of the work within a specified period, any materials or articles which are considered by the same Officer unsound or bad in quality or not agreeable to the terms of the contract and to provide immediately suitable materials in lieu of those condemned, then the Contractor shall be liable to pay damages for every day not exceeding ten days that he fails to comply with the written demand of the Officer in charge or his subordinates.

20. The Officer in charge shall also have power to measure the work of the Contractor and to take such part thereof as shall be unexecuted out of his hand, and to give it to another contractor to complete in which case any excess which may be incurred in excess of the sum, which would have been paid the original contractor, if the whole work has been executed by him (of the amount of which in excess, the Certificate in writing of the Officer in Charge shall be final and conclusive) be born and paid by the original contractor and may be deducted from any money due to him by the Company under the contract, or from his security deposit, or from the proceeds of sale thereof or a sufficient part thereof.

The maximum period of retaining the security deposit is 12 months from the date of the completion of the work. The Security amount will if necessary, be released earlier at the direction of the Officer in charge provided he is convinced that the amount as per the final bill cover all liabilities of the contractor and records a certificate to that effect and provided further that the contractor has produced the latest clearance certificate to Income Tax, agricultural income tax and sales tax. Till then the responsibility for the structure will rest with the contractor. If the contractor or his work people break, deface or injure any part of a building they may be working in or any building, road fence, enclosure or glass, and or cultivated ground further damage, shall happened to the work while in progress from any cause whatever or any imperfection becomes apparent within 12 months after a certificate final or otherwise of completion shall have been issued by the Officer in charge as aforesaid, the contractor shall make the same good at his own expense. The contractor shall be liable for any loss caused to the Rubber Mark on account of the above work including any that may arise due to non-fulfillment of the contract. He should comply with the rules laid down in the Rubber Mark contract regarding fair wages.

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The Contractor agrees that before final payment shall be made on the contract, he will sign and deliver to the Officer in charge either in the measurement book or otherwise as demanded whatsoever for all matters arising out or connected with the contract provided that nothing in this clause shall discharge or release the contractor from his liabilities under the contract. It is further expressly agreed that the officer in charge in supplying the final measurement certificate need not be bound by the proceeding measurements and payments. The final measurements, if any, of the Officer in charge shall be final, conclusive and binding on the contractor.

21. When excavations have been made put in then public through fares or in places where there is any likelihood of accidents, the contractor shall comply with any requirement of law on the subject, and shall provide suitable hoarding, lighting and watchmen as necessary.

22. It shall be the contractor's sole responsibility to protect the public and his employees against accidents from any cause and he shall indemnify Company against any claims for damage of injury to person or property, resulting, from any such accidents; and shall observe the provision the Workmen's compensation Act, apply and take steps to properly insure against any claims there under.

23. If the Contractor is an individual of proprietary concern and the individual or the proprietary dies, and if the contractor is a partnership concern and one of the partners dies than all sums payable under this contract will be paid to nominees of the individual contractor/proprietor if there is one or to his/her legal representative in the cause of partnership to the surviving partners. Also a nomination should be duly filled up and signed by the contractor.

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FORM OF NOMINATION

Ido
 hereby nominate and authorize Shri./Smt.....
 Son of / daughter of Sri.
 HouseVillage
TalukDistrict
residing at(to
 receive all or any sum due to me under the terms of contract. Agreement No. &
 details of contract) In the
 event of my death before the amount has become payable, or have become
 payable, but has not been paid.

Signature:

In the presence of witnesses:

1.

Name:

Address:

2.

24. Extension of time completion of work and fine:

a) To take care of any departmental delays or delay occurring due to unexpected technical problems faced during execution of a work, a grace period of 20% of the original time of completion will be allowed, if found necessary, to complete the work. The Officer granting grace period will record in detail the reasons for allowing the extension in detail. The graze period will not be granted if the extension is necessitated due to the default on the part of the Contractor.

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b) For Extension of time of completion beyond the grace period, fine will be imposed at the following rates:

Period of Extension	Rate of fine
First three months	1% of the PAC subject to a minimum of Rs.10,000/-
For every three months beyond the first three months	2% of the PAC subject to a minimum of Rs.20,000/-

For extension of time of completion for part of the said period, proportionate amount of fine will be levied.

25. ***Responsibility for safe custody of materials at work site/stores:***
The responsibility for safe custody of materials at work site and during transit will be vested with the Contractors.

26. ***Performance guarantee:*** The Contractor who quote very low rates will have to remit performance guarantee to curb the tendency to quote low rate and execute the works unsatisfactorily.

- a) If the quoted rate of work is below 50% it will be rejected.
- b) If the quoted rate is between 25% and 50% below estimate rate the contractor will have to remit performance guarantee equal to the difference between estimate PAC and quoted PAC. This will be released after satisfactory completion of the work.

27. ***Time for executing agreements:***

Execution of agreements for works will be made within the time limit prescribed as follows:

- a) Time allowed for executing agreement without fine will be 10 days from the date of Receipt of tenders of work order after acceptance tenders.
- b) Further time of 10 days shall be allowed to execute agreement of realizing a fine of 1% of the PAC subject to a minimum of Rs.500/- and maximum of Rs.15,000/-
- c) Tender will be rejected if agreement is not executed within 20 days and work will be awarded to the next lowest tender.

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28. **Handing over site of works:** The Contractor will take over charge of the site immediately after executing the agreement.

29. ***Tender Condition:*** All Disputes and difference arising out of the contract act that may be executed in pursuance of this notification shall be settled only by the Civil Court in whose jurisdiction the contract was entered into.

30. ***Special Condition towards contribution to Kerala Construction Workers Welfare Fund Board:***

1% (One percent) of the bill amount will be recovered towards the contribution to Kerala Construction Workers Welfare Fund Board as per Kerala Construction Workers Welfare Fund Act 1989 & Kerala Construction Workers W.F.S. 1990.

31. ***Special Condition for VAT***

VAT shall be deducted as per the prevailing tax rules when the bill for the work is passed for payment and the amount retained will be credited to the Sales Tax Department.

In assessing the tax liability, percentage will be worked with reference to the Contractors value of the work whether it below or above the estimate amount.

32. The guarantee period for building works will be one year from the date of completion of then work as certified by the agreement authority.

33. The \security deposit of Contractors for works will be refunded after one year from the date of completion of works as certified by the agreement authority.

34. The works having guarantee period of more than one year, the security deposit will be released after execution of indemnity bond in the specified from for an equal amount for the remaining guarantee period.

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35. TENDERS/CONTRACTORS CERTIFICATE

I do hereby declare that I have perused in detail and examined closely the Tender Specification / will examine all for items for which tender, before I submit such tender and I agree to be bound to comply all such specifications and other clauses relating to arbitrations contained therein all agreements executed in the Rubber Mark. I have signed these below in acknowledgement thereof.

- Encl: - 1) E.M.D. - in favor of M.D. Rubber Mark, Kadavanthara.
2) Signed and Sealed Copy of Tender Schedule.
3) Signed and Sealed Copy of Tender Conditions.
4) Signed and Sealed Copy of the Civil Drawings.
5) Signed and Sealed Copy of the Machine Drawings.
6) Copy of the Work completion Certificate of the last major two works Executed by the Contractor showing value of work and time of completion.

(Seal)

(Signature)

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