# The British India Corporation Ltd.

(A Government of India Company) Cawnpore Woollen Mills Branch P.O.Box No. 5, Kanpur-208001

## **TENDER NOTICE FOR CIVIL WORK**

Sealed tenders are invited for Repairing of old reinforced brick slab roof of single floor Sulzer Department shed containing approx 21000 sq ft. plain surface area. The details of work is mentioned herein below. In case of further information/clarification etc. the same can be discussed with our I/c Civil/ I/c General Office on any working day from 9.00 a.m. to 4.00 p.m.

## SCHEDULE OF JOBS TO BE EXECUTED

- 1. Removing of old tarfelt.
- 2. Scraping of floor and making the roof surface clean and dustfree.
- 3. Minor repairing of pot holes.
- 4. Water proofing of roof mother surface.
- 5. Piling of Iron Bar
- 6. Laying of CC work minimum 30mm thickness on plane roof, ratio 1:1.5:3.
- 7. Tarfelting work on north inclined area.

Please quote your rates per square feet for labour, masons, T&P etc. excluding material. All material for the above work will be provided by the company. Tender forms can be obtained from our General Office on any working day.

Sealed tender may be submitted alongwith earnest money of Rs. 10000/- (Rs. Ten thousand) only by mode of Demand Draft/Bankar Cheuqe in favour of "Cawnpore Woollen Mills Branch" payable at Kanpur latest by 1.00 p.m. on 20<sup>th</sup> June 2016.

Tender Form can be downloaded from our website: <a href="www.lal-imli.com">www.lal-imli.com</a>, or can be purchased from our General Office on payment of Rs. 200/-. The envelope should be supercribed with "Tender for repairing of Sulzer Roof", and dropped in the Tender Box kept in the Store Purchase Department on or before the stipulated date and time. Tenders will be opened on 20<sup>th</sup> June 2016 at 3.00 p.m. The management reserves the right to accept or reject any or all the offers without assigning any reason what so ever.

Thanking you,

(S.K. Upadhyay) Manager (Admn.)

# The British India Corporation Ltd.

(A Government of India Company) Cawnpore Woollen Mills Branch P.O.Box No. 5, Kanpur-208001

**Price Rs. 200/-**

#### TENDER FORM

# **CONTRACT FOR CIVIL WORK**

1.	Name of the Contractor(s)	:	
2.	PAN No.	•	
3.	Sales Tax No.	:	
4.	Solvency Certificate No.		
5.	Registration No.		
6.	Complete Postal address of the Contractor(s)	:	
7.	Telephone Nos: (a) Office (b) Residence	:	
8.	Terms & conditions	:	Terms and conditions governing the contract annexed as AnnexI
9.	Earnest Money	:	Bank Draft/Banker's Cheque No
10.	Tender for the job	:	Civil work as per schedule of jobs to be executed annexed as AnnexII.

#### **UNDERTAKING BY THE CONTRACTORS:**

- 1. I/We hereby offer to execute the works comprised and described in the specification hereto attached at the rates entered in the schedule of work signed by me/us annexed hereto.
- 2. I/We have examined the plans of the works and the details of all portions of the works and have carefully noted the conditions and specifications for the contract, and I/We do hereby agree to abide by and comply with all the stipulations therein contained, and I/We undertake to carry out and complete the contract within the period specified by the company from the date order, which will be the essence of the contract, and do undertake to complete the work within the prescribed time and also any additional work within the time allotted for such additional work. If I/We am/are unable to complete the work within the scheduled time, I/We will apply in writing to the authorities concerned for an extension of the period, otherwise I/We will pay the penalty imposed by the authorities concerned.
- 3. I/We have attached herewith a bank draft/banker's cheque for Rs. 10,000/- (Rs. Ten thousand) only payable to Cawnpore Woollen Mills Branch, Kanpur being the earnest money against my/our tender offer, which may be forfeited to the benefit of Cawnpore Woollen Mills Branch, Kanpur in case I/We fail to execute the agreement in the prescribed manner within the specified time limit from the date of acceptance of my/our tender by the company, and if I/we fail to deposit the requisite security money.

- 4. I/We agree to deposit with the Cawnpore Woollen Mills Branch, a cash security deposit of Rs. 10,000-00 (RsTen thousand) only strictly within 7 (seven) days from the date of award of the contract to me/us.
- 5. The Security Deposit thus furnished by me/us will not accrue any interest and shall be refundable only after 6 (six) months to be reckoned from the successful expiry of the contract period.
- 6. I/We have read and understood the terms and conditions annexed hereto, and I/We agree to bind myself /ourselves to the terms and conditions setforth therein if the work entrusted to me/us for execution. I/We shall pay for all stamps and legal expenses incident to the execution of the agreement referred to above.
- 7. I/We hereby agree to keep my/our tender offer open for acceptance by the company for a period of 45 (forty five) days to be reckoned from the date of the opening of the tenders. In case my/our tender offer is accepted within thus period, I/We will be bound by the conditions mentioned above.
- 8. I/We am/are registered as A class Contractor (s) for the building roads/sewer/ water supply works under PWD/ MES/ Railways/ Nagar Mahapalika Department/ Cawnpore Woollen Mills Branch for the current year and are authorized to quote for the tender for this work according to my/our registration. The under mentioned works are carried out/carrying on:

	registration. The under mentioned works are carried out/carrying on:
a	
b	
c	
d	
d	
e	
	Signature of the Contractor(s)
	Status of the person signing the Tender documents.

Place: Date:

Proprietor

## TERMS AND CONDITIONS GOVERNING THE CONTRACT:

- 1. Attention of the contractor(s) is invited to the fact that they must seal their tenders, as unsealed tenders and those received late will not be considered.
- 2. The Tenderer should be an approved contractor of the PWD/MES/Railway/ Nagar Mahapalika /Cawnpore Woollen Mills Branch/Local Textile Mills, and the Tenderer shall write his full name and address in the tender form at the space provided for.
- 3. The earnest money shall accompany each tender. No tender will be considered without the earnest money. It shall be deposited in the shape of a bank draft/banker's cheque payable to Cawnpore Woollen Mills Branch, Kanpur on any scheduled Bank at Kanpur.
  - NO EARNEST MONEY IN THE SHAPE OF CHEQUES WITH THE TENDER SHALL BE ACCEPTABLE.
- 4. The work must be completed to the satisfaction of the Civil Engineer of the Mills, within the period specified on the work order.
- 5. Incomplete, irrelevant, conditional tenders are liable to be rejected. Tenders not submitted in proper form or without the requisite earnest money shall not be considered.
- 6. The contractors are required to fill in all the columns meant for them. Tenders are liable to be rejected if this is not complied with.
- 7. All the documents of the tenders should bear the dated signature of the tenderer. All the entries by the tenderer should be in single coloured ink and legibly written.
- 8. The work given in the schedule is liable to vary and the contractor will be bound to execute the same at the tendered rates.
- 9. If the rates quoted in figures and words in any tender differ, any of the lowest rates shall be considered.
- 10. The rates once given by the contractors shall remain firm and no change on any account will be entertained after the tenders have been opened.
- 11. The earnest money deposited along with the tender will be forfeited in case the contractors fail to start the work after the issue of the work order within the period allowed or fail to deposit the prescribed security after the signing of the agreement or found to be willfully evading it.
- 12. The charges for any other tools and plants, such as concrete mixer etc which the contractor brings for executing the work will be borne by the contractor at his own expenses.
- 13. The tenderer should examine the site of work and tender their own rates. Drawings can be seen in the office during office hours. Changes of site and drawings will not entitle the contractors to any compensation.
- 14. The stairs/premises will be cleared of all materials, dust, debris etc. which is produced during the execution of the work, by the contractors on completion of the work and no extra payment shall be made for the same.

- 15. The contractors shall be bound to pay not less than the fair wages to the labourers engaged by them on the work for which the contract has been awarded by us directly in accordance with Govt. directions/G.Os on the concerned subject. All statutory deduction and liability regarding work force employed by the contractor in execution of the contract shall be the sole responsibility of the contractor and before execution of the contract, the Contractor shall have to produce all the required registration certificates under various Labour laws time being enforced in the region. He will also have to comply with the provisions of the minimum wages act 1948 as amended in dealing with their labourers and any one failing to comply with the Government orders and/or any part of the act, will make themselves liable to the forfeiture of their security deposit and cancellation of the contract and in addition they may also be black listed or prosecuted by the Corporation or its agency.
- 16. The Contractors will be fully responsible for payment of wages to their labourers and employees and will also be responsible to comply with the provisions of ESI act, workmen compensation act, employees provident fund act, factories act, and other relevant enactments and laws in respect of the employees and labourers engaged by them.
- 17. The contractor should be registered from ESIC having own employer Code of his firm. He shall provide the names of all his employees who will be engaged in the execution of the tendered work in the mill premises. All such employees of the contractor should have I.P. Name and I.P. Number a list of which will have to be provided to the mills. In case any employee is replaced the IP names and IP No. of new employees will have to be immediately provided to the mills.
- 18. In case of any accident due to which any of the contractor's employee suffers any injury, or dies, or suffers any injury which causes death, the contractor shall be responsible for any liability arising out of the same and shall bear all expenses/compensation thereof on his own risk and cost for which the mills shall in no way be responsible.
- 19. As soon as the tender is accepted, the contractors shall have to notify the name of their two (2) authorized representatives with their specimen signatures duly attested, one of whom will always be available at the site of work and the other for any other miscellaneous work. The contractors shall be responsible for the materials and orders received by these two representatives.
- 20. The work shall be completed within the stipulated time. In default the penalty clause shall strictly be put in force.
- 21. The contractors must take into consideration all fluctuations in the rates of labour during the currency of the contract between 2014-15 and 2015-16 before submitting the tender form.
- 22. The tenderer shall employ qualified men for the proper execution of the works as per specifications and instructions received from the Civil Engineer. No work shall be transferred to any other agency without the prior sanction of the Civil Engineer.
- 23. The written notices should be deemed to have been duly served if delivered in person to the contractors or their authorized agent or representative for whom it is intended or if sent by registered post to the last business address known to the Civil Engineer. All notices, orders, directions, consents, authorities, certificates, extension of time and the likewise, which are to be given or may be given under this specification shall be in writing under the hand of the person authorized to give notices etc. and unless so given shall be invalid and of no effect.
- 24. Any verbal instructions issued by the Civil Engineer from time to time in connection with the change in design or specification which the contractors think entitle them for extra

payment, shall be got confirmed in writing by the contractors, failure to do this will on no account entitle them for extra payment.

- 25. If the Civil engineer shall at any time during the execution of the work, be dissatisfied with the rate or progress, he shall have full power after a notice of three days to employ any other agency for the execution of the work and the cost so incurred shall be deducted from any amount due to the contractors. The contractors shall have no claim, whatsoever, for any relief.
- 26. The Factories act and rules will be followed as the work will be carried out inside the mill premises.
- 27. The defiance of the instructions of the Civil Engineer to the contractors will make the contract liable to be terminated entirely at the risks and responsibilities of the contractors, themselves.
- 28. The contractors shall have to deposit the security money of Rs.10,000/- (Rs. Ten thousand) only before starting the work.
- 29. If during the progress of the work or within 12 (twelve) months after the completion and taking over the work and plant, it is found that the contractors have executed any unsound or imperfect work to that specified in the contract the Engineer in charge shall decide and notify in writing to the Contractors. On receiving the details of such defects or deficiency the contractor shall at his own expense within such time as may be reasonably necessary for making it good, proceed to alter reconstruct or remove such work upto the standard of the specifications, and in case the contractors fail to do so, the Cawnpore Woollen Mills may, on giving the contractors 15 (fifteen) days notice in writing of his intention proceed to remove, alter, reconstruct the work complained of, at the cost of the contractor.
- 30. All the cost of damages or expense which the Cawnpore Woollen Mills Branch may have incurred or paid, for which under the contract the contractors are liable, may be deducted by the Cawnpore Woollen Mills Branch from any moneys due or which may become due to the contractors under the contract or may be recovered by suit or other wise from the contractors. Any money due or payable to the contractors including security deposit (refundable to them) under this contract may be appropriated by the Cawnpore Woollen Mills Branch and set off against any claim under any other contract by Cawnpore Woollen Mills Branch with the Contractors.
- 31. The running payment can be made in the middle upto the extent of 70% of the work executed by the contractor during the ongoing work.
- 32. The payment shall become due by the Cawnpore Woollen Mills Branch in accordance the terms of contract within 30 (thirty) days of the presentation of the Bills.
- 33. The contractors will have to start the work within a week from the date of the receipt of the work order by the contractors.
- 35. In case any dispute arises under the agreement, it shall be referred for Arbitration to the General Manager, Cawnpore Woollen Mills Branch who shall decide the matter after hearing the contractors, and his decision shall be final and binding under the Indian Arbitration Act.

- 36. All the contractors must remain present, at the time of opening of the tenders. The rates will be read out to them at the time of opening of the tenders. Incomplete tenders will be rejected and not considered if no valid reasons are given at the time of opening the tenders. The contractors must give the rate in words as well as in figures and cutting and over writings should be completed avoided.
- 37. The mills reserve the right to reject any tender or all the tenders without assigning any reason or giving any explanation thereof.
- 38. The contractors responsibility will continue till the work is executed by them and handed over in full to the civil Engineer and the site is cleared absolutely.
- 39. The Tenderers are advised to, ensure that their tender quotations should be sealed in an envelope, superscribed on the top "Tender for civil work repair of Sulzer Shed".

Signature of the Tenders under	
their proper Rubber stamp	
Status of the person signing the	
tender documents.	
Place:	
Date:	

#### SCHEDULE OF JOBS TO BE EXECUTED

Repairing of old reinforced brick slab roof of single floor Sulzer Department shed comprising of the following:-

- 1. Removing of old tarfelt.
- 2. Scraping of floor and making the roof surface clean and dustfree.
- 3. Minor repairing of pot holes.
- 4. Water proofing of roof mother surface.
- 5. Piling of Iron Bar
- 6. Laying of CC work minimum 30mm thickness on plane roof, ratio 1:1.5:3.
- 7. Tarfelting work on north inclined area.

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