

TENDER DOCUMENT

Tender Document No. _____	Receipt No. _____
Date of Issue _____	
For Rs.500/- (non refundable)	Paid by: Cash / Demand Draft / Pay order
Name and address of the Bidder	

Contact No.	

Reference to NIT: 169/14/04/N6/07(5) dated	



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TEXTILES COMMITTEE
GOVERNMENT OF INDIA, MINISTRY OF TEXTILES
OFFICE OF THE CLUSTER DEVELOPMENT PROGRAMME (IHCDS)
1ST FLOOR, CAD CENTER, SHANTIPUR HANDLOOM OFFICE, NR. SHANTIPUR COLLEGE
SHANTIPUR-741404; NADIA, WEST BENGAL STATE, INDIA
E- MAIL: - saumen01@gmail.com MOBILE: - 0 97 32 33 95 15

Tender No.169/14/04/N6/07(5) dated 12/04/2010 of the above office I/We hereby tender for the execution of the work specified below within the time specified at the rates specified in schedule in all respect with specification design drawing & in all other respect in accordance with such so far as applicable.

- A. Name of the Work : Construction of Dyeing shed
B. Estimated Cost : **Rs.5,11,650.00**
C. Security Deposit (EMD) : **Rs.15,000.00**
D. Time allowed for the work
From the date of issue work order : **35 days**
E. Cost of the tender form : Rs.500/- (non refundable)
F. Bill of Quantities : Enclosed

ITEM NO.	ITEM OF WORK	RATE TENDER
1.	All items	@ -----Percent Below/At par/Above

Should this tender be accepted, I/We hereby agree to abide by & fulfil all the terms & provisions of the said conditions of the contract.

Name of the contractor with address

Signature of contractor
with seal

The above tender is hereby accepted or rejected by me for on behalf of the Implementing Agency

TENDER SHOULD BE SUBMITTED IN ONE SEALED ENVELOPE MARKED AS“TENDER FOR CONSTRUCTION OF DYEING SHED” CONTAINING TWO SEPARATE SEALED ENVELOPES ONE MARKED AS “QUALIFY BID” & ANOTHER HAVING MARKED AS “FINANCIAL BID”.

1. *Qualify bid envelop should contain* (a): Latest IT clearance certificate for last 2 years b) Valid W.B.S.T. Regd. No. (c) Completion Certificate along with payment of similar type of works for 3 works minimum 70% of value of above estimated cost.

2. *Financial bid envelop should contain* (a) Notice of inviting tender
(b) Bill of Quantities and (c) EMD

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1. Notice Inviting Tender

- 1.1 Sealed item rate tenders are invited for the proposal construction of **Construction of Dyeing Shed at Shantipur Kuthirpara Cooperative Ltd., Shantipur**
- 1.2 Tender not properly filled, mutilated, with incorrect calculations or generally not complying with the conditions may be the rejected.
- 1.3 Tenderers should quote their rates both in figures and in words. The schedule of quantities must be fully priced and the total of each page along with carried over figures of the previous page shall be given in ink and signed by the tendered. No blank space shall be left.
- 1.4 If the tender is made by or on behalf of a company incorporated under the Companies Act (of 1956), it shall be signed by their Managing Director or one of the Directors duly authorized on that behalf. If it is made by a partnership, it shall be signed with co-partnership name by a member of the firm who shall sin his own name an give the name and address of each partner of the firm and attach a copy of Power of Attorney with the tender authorizing him to sign of behalf of the other partners (+A). Certified copy of the registered partnership deed shall also be submitted along with the tender.
- 1.4(a) The tender will be received up to 4th May 20010 3:00 PM and will be opened on the same day at 4:00 PM in front of the tenderers who are interested to remain present at the time of tender opening.
- 1.4(b) The tender should in "Sealed Cover" superscribed with the name of the work, reference Tender No. and the tenderer is to quote his rates in figures as well as in words on percentage (%) basis.
- 1.4(c) The tenderer shall have to submit credential certificates and copy of work order having list of experiences in building works successfully completed 3 similar works in last four years and the value of the each work should be not less than 70% of the value put to the tender.
- 1.4(d) All mandatory/registrations papers should be enclosed along with the tender documents.

1.5 Site Inspection

Every tenderer is expected to inspect the site of the proposed work before quoting his rates. He must also go through all the drawings and documents. It will be construed that the contractor has studied the soil report and satisfied himself at his own cost as to the nature of soil and the quoted rates shall hold good in all conditions.

1.6 Schedule of Quantities :

A schedule of approximate quantities for various items accompanies this tender. It shall be definitely understood that the Employer/Consultant do not accept any responsibility for the correctness or completeness of the

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schedule, in respect of items and quantities and this schedule is liable to alterations by omissions, deductions or additions at the discretion of the Employer/Consultant without affecting the items of the contract.

Executive officer shall have power to make any alternations, in omission from addition to or substitutions for the original specifications, drawings & instructions that may appear to him to be necessary or advisable during the progress of the work in

1.7 Contractors' Rate

The contractor' rates must include the cost of transportation of material to the site, storage at site, all taxes such as Sales Tax, Excise an Octroi etc and the fixing or placing in position for which the items of work is intended to be operated.

1.8 Alterations in N.I.T

No alterations shall be made by the tenderer in the Notice Inviting Tenders Instructions to the contractors, Contract form, conditions of the Contract, Drawings and specifications, and if any such alterations are made or any special condition attached/. The tender is liable to be rejected.

1.9 Acceptance of Tender

The acceptance of the tender will rest with the Employer, who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all of the tenders received without assigning any reason (s).

The Employer reserves the right of accepting the whole of any part of the tenders received and the tenders shall be bound to perform the same at quote rates.

1.10 Site Supervision

The work shall be carried out under the direction and supervision of the employer consultant or their representative at site. On accepting the tender, the contractor shall intimate the name of his accredited representative who would be supervisory the construction and would be responsible for taking instructions for carrying out the work on day to day basis.

The Employer/ Consultant or their representative at site shall have access to the workplace of the successful tenderers so as to ensure themselves of the quality of material and workmanship.

1.11 Quality

The Employer's Consultant's decision with regard to the quality of the material and workmanship will be final and binding any material rejected

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by the Employer Consultant shall be immediately removed by the contractor from the site.

1.12 Commencement of work / Period of completion

The contractor shall commence work on site within 10 days from the date of signing of the Agreement. This date shall be considered as the date of Commencement of the said work.

This is the essence of the Contract. All works as per this tender will be completed in **35 days** from the date of commencement.

1.13 Income Tax

Employer will deduct amount towards Tax Deducted at Source (TDS) as per the latest Income Tax Rules, and other taxes as per law applicable from time to time from all payments made to the contractor.

1.14 Defects Liability Period

Any defects developed within '**Defect Liability Period**' of **3 months** from the date of completion, will have to be rectified by the contractor, In case of failure to do so, the clients with the concurrence of the Consultants, shall get the rectification work done by some other agency at the risk and cost of the contractor. The rectification of such defects shall be taken immediately on receipt of written notice from the employer/consultant and such defects may extend "Liability period" water proofing work shall be guaranteed for 10 years.

1.15 Contract signing

After acceptance of the tender the tenderer shall sign the necessary contract papers within 10 days of the intimation. Expenses for the agreement including cost of stamp papers etc shall be borne by the contractor. In case of delay the 'Earnest Money' may be forfeited and the tender cancelled or the contract enforced as per terms of the tender and the tenderer shall thus be bound even though the formal agreement has not been executed and signed by the tenderer.

1.16 EMD

EMD of Rs.15,000.00 (Rupees Fifteen thousand only) in the form of Bank Draft only in favour of **Textiles Committee, Mumbai** submitted along with the tender document.

1.17 Refund of Deposit

- (a) 50% of the retention money shall be returned after the virtual completion of the project against a Bank Guarantee, for an equal amount valid upto the completion of the defects liability period and balance 50% shall be

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returned after the defects liability period of 3 months from the date of virtual completion.

1.18 Payments

Three running bills shall be prepared upon the joint measurement, by the contractor and employers' representative. Contractor shall submit 3 copies of the bill and 3 copies of the measurement sheets. Payment shall be made within 15 days after the submission of bills. Necessary deductions will be made from each running bill as per Government rules.

1.19 Liquidated Damages

Entire Project will be completed and handed over within the months in a phased manner. Employer shall levy liquidated damages by way of penalty a sum **at the rate of 5000/- (five thousand) per day.**

1.20 Extra Items

Any extra work other than the one awarded as per the drawing, shall be carried out by the contractors with the prior approval of the principal along with bill of quantity & rates must be from the implementing agency.

1.21 Water and Electricity

Water and Electricity if arranged by the owner the same shall be supplied at one point only, and contractor shall make its own arrangements for distribution lines required for the work. In case of failure of Power the contractor shall have alternate arrangements (DG set etc.) to keep the work in progress at his own cost and owner does not have any responsibility for the same.

1.22 Escalation

No escalation on labour, material including Cement, steel or any other statutory levy/tax will be paid to the contractor during the duration of the project. No alternation in this clause will be acceptable to the employer.

1.23 Mobilization Advance :

Mobilization advance to the qualified contractor shall be given up to **3% of the contract value against bank guarantee**, till the project completion the advance will be deducted through running bills of contractor in 3 parts up to maximum 1.1% of contract.

1.24 Reporting Accident of Labour :

The contractor shall be responsible for the safety of all employees and/or workers employed or engaged by him on and in connection with the works and shall forthwith report all cases of accidents to any of them, however caused and whenever occurring to the authorities concerned required as per law and to the Architect/Employer or his representative and shall make

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every arrangement to render all possible assistance and aid to the victim of the accident.

1.25 Construction of prototypes or samples of work :

The contractor shall construct prototypes or samples of work as laid down in the contract or as instructed by the architect. Such prototypes or samples of work, after approval by the Architect/Employer shall serve as the standards to be achieved in the final construction.

1.26 Cost of samples

All samples shall be supplied by the contractor at his own cost.

1.27 Termination of Contract :

A) *Termination of contract:*

If the contractor has abandoned the contract or has failed to proceed with the work with due diligence or the progress or any particular item or items is slow or he has failed to execute the work in accordance with the terms and conditions of the contract, is persistently or flagrantly neglecting to carry out his obligation under the contract, then it shall be lawful for the Employer to terminate the contract forthwith under written notice and to proceed with the balance of the work through any other agencies. During the course of execution of the job, in case the contractor has done any substandard work, he shall be asked in writing to dismantle and re-do the same at his own expenses. If the contractor fails to comply with the above instructions immediately, then the Employer shall proceed with the above rectification work, through another agency or agencies. Similarly, if the contractor goes slowly on any particular item or item of work, the Employer shall have the right to execute this item or items through another agency or agencies including its own department at the cost and risk of the Contractor.

B) *Back charging the contractor*

Extra cost and expenses incurred for completing the work or balance work or carrying out the rectification of any work as mentioned above through another agency and agencies including its own department shall be debited to contractors account and shall be recovered from any money due or that may become due to the contractor without prejudice to any other remedy that may be available to the Employer in law.

C) *Alterations, Additions and Omissions:*

Variation: The Architect/Employer shall be entitled to make any variation of the quality of quantity of the works or any part thereof that may in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion be desirable, he shall have power to order the contractor to do and the contractor shall do the following:-

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- i) Increase or decrease the quantity of any work included in the contract.
- ii) Omit any such work
- iii) Change the character or quality of kind of any such work.
- iv) Change the levels, lines, position and dimensions of any part of the works and
- v) Execute additional work of any kind necessary for the completion of the works and no such variation shall in any way initiate or invalidate the contract but the value. If any, of all such variations shall be taken into account in ascertaining the amount of the Contract Price.

1.28 Measurements;

Quantities: The quantities set out in the bill of quantities are the estimated quantities of the work. They are not to be taken as the actual and correct quantities, of the works, to be executed by the contractor in fulfilment of his obligation under the contract.

1.30 Method of Measurement:

The works shall be measurement in accordance to IS: 1200 (all parts), notwithstanding any general or local custom, except where otherwise specifically described or prescribed in the contract.

1.29 Settlement Of Disputes

Matter to be settled by employer: All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the works or after their completion shall be referred by the contractor to the Employer and the Employer shall within a reasonable time after their presentation make and notify decisions thereon in writing.

The decision, directions, clarifications with respect to any matter, the decision for which is specially provided for by these or other special conditions to be given and made by the employer or by the architect on behalf of the Employer are matters which are referred to hereinafter as Excepted matters and shall be final and binding upon the contractor and shall not be set aside on account of non-observance of any formality, any omission delay or error in proceed in or about the same or on any other ground or for any reason and shall be without Appeal.

In the event of any dispute or difference between the parties here to as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the Employer of any certificate to which the contractor may claim go be entitled to or if the Employer fails to make a decision within a reasonable time, then and in any such case, but except in any of the Executed matters referred to in the above clause, the contractor after 90 days of his presenting his final claim on the disputed matters may demand in writing that the dispute or difference be referred to arbitration. Such demand for arbitration shall specify the matter which are in question, dispute or difference, and only such dispute or difference

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other than Excepted Matters of which the demand has been made and no other dispute or difference shall be referred to the arbitration of an officer to be nominated by the consent of both the parties and the provisions of the Indian Arbitration Act 1940. for the time being in force or of any other Act of the Legislature passed in substitution thereof or modification thereof and for the time being in force shall apply to such arbitration.

1.30 Arbitration

The contractor shall not except with the consent in writing of the Employer, or the architect, in any way delay the carrying out of the work by reason of any such matter, question or dispute being referred to arbitration but shall proceed with the work with all due diligence and shall, until the decisions of the arbitration is given, abide by the decision of the architect and no award of the arbitrator shall relieve the contractor of his obligation to adhere strictly to the Architects instructions with regard to the actual carrying out of the work except as specifically affected by such award.

1.31 E.S.I (Employees state insurance)

ESI charges, if applicable, shall be born by the contractor.

1.32 Work Tax

Work tax if levied by the government, the same shall be born by the contractor.

1.33 Service Tax

Service tax levied by the government, the same shall be born by the employer.

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APPENDIX

SUMMARY OF VARIOUS CLAUSES

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|----|--|--|
| 1. | Defects Liabilities periods | 3 months |
| 2. | Period of final measurements and valuation | 12 days |
| 3. | Mobilization Advance | 3% of Tender cost against bank guarantee |
| 4. | Date of commencement | 10 days from the date of issue of work order |
| 5. | Date of completion | 35 days from date of award |
| 6. | Liquidated damages | 5000/- per day |
| 7. | Earnest Money Deposit | Rs 15000.00 along with tender in form of Bank Draft |
| 8. | Retention Money | 5% of the certified gross value from each R.A. bill upto a maximum of Rs.-25000.00 |

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BILL OF QUANTITIES

Name of the work: Construction of Dye Shed

SI No.	Description of Items	Qty	Rate	Amount (Rs.)
1	Earth work in excavation of foundation trenches of drains. In all sorts of soil (including mixed soil but excluding laetrile or sandstones) including removing, spreading or stacking the spoils within a lead of 75m as directed. The item included necessary trimming the sides of trenches, levelling, dressing and ramming the bottom, bailing out water as required complete. a) Depth if excavation bit exceeding 1.500m. [Vide page No.:-68 & item No.:-1]	4.24 cum	@ Rs. 4187.00 per CuM.	177.63
2	Single brick flat soling of picked jhama bricks including ramming and dressing bed to proper level and filling joints with powdered earth or local sand. [Vide page No :- 84 & item No :- 1]	72.89 Sqm	@ Rs. 126.00 per Sq. m.	9184.14
3	Cement concrete with graded stone ballest (40 mm. Size) excluding shuttering In ground floor and foundation a)6:3:1 proportion Under Foundation [Vide page No :- 945 & item No.:- 14(i)(A)]	0.70 Sqm	@ Rs. 3187.35 per CuM.	2231.15
4	Brick work with 1# class bricks in cement mortar (6.1) in Ground Floor :- a) In foundation and plinth [Vide page No :- 106 & item No.:- 26 (a)]	2.61 Cum	@ Rs. 2542.40 per CuM	6634.62
5	25mm. Thick demp proof course with cement concrete with alone chips (4:2:1) and admixture of water proofing compound as per manufacturer's specification over a coat of polymer based paint double chequered complete as directed (cost of water proofing compound & polymer based paint to be paid separately) [Vide page No :- 136 & item No.:- 11]	1.56 Sqm	@ Rs. 99.90 per Sqm	155.84
6	Brick work with 1 st class bricks in cement mortar (4.1) a) In superstructure wall [Vide page No :- 104& item No.:- 25(b)]	18.22 Cum	@ Rs. 2877 per Sqm	46664.94
7	Artificial stone in floor, dado, staircase etc. with cement concrete (4:2:1) with stone chips, laid in panets as directed with topping made with ordinaly or white cement (as necessary) and marble dust in proportion (2:1) including smmoth finishing and roundking off corners and including application of cement slurry before flooring works. Using cement @ 1.75 kg/sq.m. all complete including ass materials and labour. In ground floor:- 25mm thick with ordinary cement [Vide page No. 128 & item No :- 3]	68.26 Sqm	@ Rs. 1894.20 per Sqm	129298.09

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SI No.	Description of Items	Qty	Rate	Amount (Rs.)
8	Hire and labour charges for shuttering with centring and necessary staging up to 4m using approved stout props and thick hard wood pinks of approved thickness with required bracing for concrete slabs, beams, columns, lintea curved or straight including fitting, fixing and striking out after completion of works (up to roof of ground floor) (a) 25mm ti 30mm thick wooden shuttering For Ground floor: [Vide page No :- 98 & item No. :- 15]	133.44 Sqm C/o to P-2=Rs.	@ Rs. 150.70 per Sqm 214455.42	20109.10
9	Controlled cement concrete grade M25 mix with well graded stone chips (20mm, Grade) , Excluding shuttering & reinforcement, with complete design of concrete mix as per I.S.I codes and relevant special publication submission of job mix formula after preliminary mix	21.83 Cum	@ Rs. 5233.20 per Cum	114240.76
10.	Reinforcement for reinforced concrete work in all sorts of structures including distribution bars, stirupa, brinders etc. including supply of rods, initial straightening and removal of loose rust (if neceasry), cutting to requisite length , hooking and bending to correct shape, placing in proper position and binding with 16 gauge black drawing and direction. a)For works in foundation, basement and upto roof of ground floor / upto 4m. i) Tor steel / Mild steel :[Vide page No :- 100 & item No. :- 19]	2328 M.T	@ Rs. 44,600.00 per M.T	104294.40
11	M.S. of W.I. ornamental grill or approved design joints continuously welded with M. S W.I flats and bars for windows, ralling etc. fitted and fixed with necessary screws and lugs in ground floor. Grill weighing above 10kg/Sq.m and above In Ground floor :[Vide page No :- 190 & item No. :- 10 (a)]	435.77 Kg	@ Rs. 57.40 per Kg	25013.20
12	Plaster (to wall, floor, ceiling etc.) with sand and cement mortar including rounding off or chamfering corners as directed and raking out joints or roughening of concrete surface, including throating, nosing and drip course where necessary (ground floor) With 3:1 cement mortar (a)20mm, thickplaster In Ground floor :- Inside :- Outside :- :[Vide page No :- 342 & item No. :- 1]	133.60 Sqm 123.39	@ Rs. 135.00 per Sqm	18036.20 16657.45
13	Colour washing with pigments of any shade with a coat of white wash priming including cleaning and smoothening surface thoroughly : - (i) Internal surface (all floors) (ii) Two coats of colour wash For Ground floor	133.60 Sqm 123.39 Sqm	@ Rs. 1000.00 per Sqm @ Rs. 1000.00 per Sqm	1336.02 1233.88

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SI No.	Description of Items	Qty	Rate	Amount (Rs.)
	: [Vide page No :- 354 & item No. :- 5]			
14	Terraced flooring of time concrete with jhama khos surki and stone lime (7:2:1 ½) 100mm thich : [Vide page No :- 126 & item No. :- 1]	72.811 Sqm	@ Rs. 225.00 per Sqm	16382.52
	Say Total Rs.5,11,650.00			5,11,649.84

Total estimated amount is Rupees Five Lakhs Eleven Thousand Six Hundred and Fifty only (Rs.5,11,650/-).

Note: The estimate has been prepared on the basis of P.W.D. (W.B.) schedule of rates for building works, materials and labours, effective from 1st April 2007, with revised corrigendum on 09/07/2008

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