1

TENDER DOCUMENT

Construction of Jogging track at IMG, Bartonhill Hostel Campus, Thiruvananthapuram

INSTITUTE OF MANAGEMENT IN GOVERNMENT

THIRUVANANTHAPURAM
Re-tender for Construction of Jogging track at IMG hostel campus,
Bartonhill Thiruvananthapuram

Owner : The Director,
        IMG, Thiruvananthapuram

Time of completion : 30 DAYS from the date of work order

Date of receipt of tender : 5 pm on 27/3/2020

Date of opening of tender : 11am on 30/3/2020

Experience: The contractor should have valid Licence A/B/C issued by PWD to take up this work.
NOTICE INVITING TENDER

Sealed competitive tenders are invited by the Director, IMG, Thiruvananthapuram (hereinafter referred to as the ‘OWNER’) for the work “Construction of Jogging track at IMG hostel campus, Bartonhill Thiruvananthapuram ” from Leading Contractors who are having Valid Licence Issued from the PWD to carry out this type of works.

The tender documents can be downloaded from the IMG website www.img.kerala.gov.in

The envelopes containing the tender should bear superscription “Re-Tender for Construction of Jogging track at IMG hostel campus, Bartonhill Thiruvananthapuram”

ESTIMATED COST: Rs.4,74,186/-

Tender should be sent to the Secretary, IMG, Thiruvananthapuram so as to reach before 5.00 pm on 27/3/2020. Late tenders will not be accepted. The tender will be opened at 11 am on 30/3/2020.

The rates quoted should be including GST. Tender will be opened in the presence of tenderers or their authorized representatives on the same day. They shall submit the proof of identity/authorization letter at the time of opening.

IMG reserves the right to reject all or any of the tenders and to accept in whole or part of any of the tenders or to reject the tender without assigning any reason for so doing.

The successful tenderer will be required to sign an agreement in a form approved by the Owner for the fulfilment of the contract. But the written acceptance of the tender by the Owner will constitute a binding agreement between the Owner and the person so tendering whether such formal contract is or is not subsequently entered into.

Secretary
IMG
TERMS AND CONDITIONS

EMD/SECURITY DEPOSIT

EMD

Earnest Money Deposit is 2.5% of quoted amount in the form of demand draft from a scheduled bank, Deposit at call receipt or post office/National savings/Treasury savings certificate duly pledged in favour of the Director, IMG, Thiruvananthapuram.

E.M.D of the unsuccessful tenders will be refunded without any interest within the firm period of 120 days from the date of opening of the bid. E.M.D may be forfeited due to the following:

If a bidder withdraws his bid during the period of validity specified.

If the successful bidder fails within the time limit to sign the contract document or fails to furnish the required security deposit.

A Preliminary Agreement to be executed on Kerala stamp paper worth '500/- and submitted along with tender.

SECURITY DEPOSIT

The successful tenderer will deposit an amount equal to 5% of contract.

The security deposit will be released after expiry of 12 months of the defect liability period from the date of completion of the work.

All the deposits of E.M.D. and SECURITY DEPOSIT will not bear any interest whatsoever.

a) Income-tax and work contract tax at the rate prevailing at the time of payment will be deducted from each running bill and final bill.

b) All statutory payments in connection with the employment of the workmen for this work will be borne by the contractor.

PERIOD OF VALIDITY

The tender shall remain valid for acceptance for a period of 120 days from the date of opening of the tenders.
**INSPECTION OF SITE**

Every tenderer is expected to inspect the site of the proposed work and acquaint himself with the site conditions, approaches etc. before quoting his rates. No claim whatsoever should be entertained later on the plea of any difficulties involved in the execution of work, which was or was not foreseen by the tenderer.

**ALL INCLUSIVE RATES**

The contractor’s rate must be firm and include the cost of transportation of material to the site, all taxes such as VAT, service tax, Excise and Octroi etc. The rates quoted by the Contractor shall be firm throughout the contract period and there shall be no upward revision of the rates quoted by the contractor for any reason whatsoever. It should be clearly understood that any claims for extra Sales Tax, Excise duty, Construction tax or any additional tax etc. shall not be entertained in any case whatsoever once tenders are opened.

**GENERAL TERMS AND CONDITIONS**

For this contract and subsequent contract, unless inconsistent with or otherwise indicated by the context, the following terms shall have the meaning defined here under:-

`'The Owner’ shall mean the Director , IMG, Thiruvananthapuram or his representative duly authorized to deal with matters regarding this work on his behalf.

` Consultant Engineer’ shall mean Assistant Engineer authorized by IMG.

`Tenderer` shall mean person, firm or corporation who has submitted a tender against invitation to tender and shall include his legal representative, successors and assigners.

`Contractor` shall mean person, individual or firm or company whose tender with or without later amendments has been accepted and to whom a letter of intent/work order has been issued.

`Contract‘ shall mean and include the tender notice/invitation to tender, the tender and all pertaining documents, the letter of intent, the purchase order, the correspondence exchanged after receipt of tenders and before issue of the letter of intent, the drawings, technical specifications and standard relating to the contract work and the formed agreement executed by the successful Tenderer/vendor with the purchaser.

`Work/works` means and include all the work specified or set forth and required if any by the specification, drawings and other documents which form part of this contract or to be implied thereof or incidental thereof to be hereafter or required in such further
explanatory instructions, drawings etc., as shall from time to time during the progress of the work be given by the Assistant Engineer.

GENERAL CONDITIONS OF CONTRACT

The following general conditions of the contract shall be read in conjunction with the Special Conditions of the contract. The following clauses shall be considered as extent and not limitations of the obligations of the contractor.

Tenderer should quote both in figures as well as in words the rates and amount tendered by him for each item in such a way that interpolation is not possible. All corrections and alterations in the entries of tender papers will be signed in full by the tenderer with the date. The tenderer shall sign at the right hand bottom of each page of the tender document.

Tenders, which are incomplete in any respect, are liable to be rejected.

Electric power if required for the work shall be provided by IMG, Thiruvananthapuram.

In case of delay in work beyond the specified date agreed in planning programme, penalty @1% per day or part thereof on outstanding value of works, will be recovered from bills.

The contractor/Supervisor should be qualified and have valid certificate of license.

HEALTH & SAFETY

It is contractor’s responsibility to ensure safe working environment to the labourers and other site staff. All safety equipments such as helmet, safety belt, boots etc. should be provided by the contractor. For any accidents in site and for any loss of life or property, IMG will not be responsible. IMG will not provide any monitory compensation for such losses or damages/accidents.

INSPECTION AND TESTING

Owner/authorized representative shall have all powers to inspect any portion of the work, examine the materials and workmanship of the contractor’s work at the site or any other place.

MATERIALS, TOOLS AND PLANT

All materials required for the execution of the works other than those mentioned in the Special Conditions shall be supplied by the Contractor. Materials so supplied shall have the approval of the Assistant Engineer before using on the works. All the rejected materials shall be removed at once from the site of work at the Contractor’s own cost.
Tollages etc

The contractor shall pay all tollages and other royalties, rent and other payments or compensation, if any for getting all the materials required for the works.

Supplying requisite agency with necessary equipments for setting out and of facilitate checking of accuracy as and when necessary should be the contractors responsibility and no extra cost will be paid for that.

The work site should be always kept clean of unwanted materials, rubbish etc., and all necessary safety precautions should be taken by the contractor as safety rules.

The final clearing will include dismantling and removing all the temporary structures put up by the contractor from the premises and cleaning off the area of work so as to make it neat and tidy to the full satisfaction of the Owner.

REJECTION OF DEFECTIVE EQUIPMENT & MATERIALS

If the materials there of before it is taken over, is found to be defective or fails to fulfill the extent of the requirements, the contractor on receipt of a written notice from the Owner, shall forthwith make good the defective materials within the stipulated period mentioned in the written notice.

MAINTENANCE

For a period of twelve months commencing immediately after taking over of the work by the Owner” Contractors liability shall be to replace the defective parts, rectify/reconstruct the defective work that may develop of his own construction or those of his sub contractors approved by the “Owner” arising solely from faulty materials or workmanship.

If it is necessary for the Contractor to rectify/reconstruct any defective portions of the work under the contract, the provision of this condition shall apply to the portions of work so replaced or renewed until the expiration of three months from the date of such replacement or renewal until the end of the above mentioned period of eighteen months, whichever may be later. If any defects be not remedied within a reasonable time the “Owner” may proceed to do the work at Contractor’s risk and expense, but without prejudice to any other rights which the “Owner” may have against the contractor in respect of such defects.

DEFECTS LIABILITY PERIOD

Any defect developed within ’Defect Liability Period’ of twelve months will have to be rectified by the contractor at their own cost and in case the defects are not rectified by the contractor, Consultant Engineer/”Owner” or their representative shall get the work done at the risk and cost of the contractor.
Work Treated as complete

i) The site is clear from all materials, site shed, etc. and the Consultant Engineer is satisfied with the job done by the Contractor.

ii) The contractor has submitted the reconciliation statement regarding the stores received from the “Owner” and all the surplus and salvaged materials are returned to the stores.

iii) Any other materials, taken on loan/transfer from other agency have been returned by the contractor.

iv) All power and water supply connections taken for the execution of the works have been disconnected by the contractor.

v) Rectifications of any damage done by the contractor to the work executed have been satisfactorily done by the contractor.

vi) The works shall not be considered as complete until the Consultant Engineer has certified in writing that they have been virtually completed and the Defects Liability Period shall commence from the date of such certificate.

BY LAWS

The contractor shall comply with by-laws and regulation of local and statutory authorities having jurisdiction over the work and shall be responsible for payment of all fees and other charges and the giving and receiving of all necessary notices and the Owner shall be kept informed of the said compliances with by-laws, payment made, notices issued and received.

COMPLETION TIME

The work covered by the contractor shall be commenced and executed in accordance with the drawings within 30 days from the date of award of work

EXTENSION OF TIME

If the contractor shall desire extension of time for completion of the work on the grounds of his having been unavoidably hindered in its execution or on any other grounds, he shall apply in writing to the Owner.

CANCELLATION OF CONTRACT AND ALTERNATIVE ARRANGEMENT FOR AFFECTING THE SUPPLY OF THE WORK.

In case of the failure of the contractor to keep up to the execution and delivery schedules and if in spite of a written notice given to him by the Owner, he fails to improve his rate of performance of work within reasonable period thereafter (one week) the Owner can terminate the contract immediately without any legal notice and work shall be completed through other agency or agencies. Further, any loss or extra cost that has to be borne by the Owner to higher charges or price to pay to get the work completed, the Owner could deduct
such amount from the contractor and contractor will have no claim of any gains on such alternative arrangements.

**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 fulfillment of his obligations under the contract.

**MEASUREMENT AND BILLING**

Wherever mode of measurement is specified, the measurement will be taken at site as per the latest IS code of practice for measurement. The contractor or his representative shall accompany the Consultant Engineer/"Owner" or their representative in taking measurements and shall agree to the measurements taken on spot. All necessary tapes shall be of steel and shall be supplied by the Contractor. The contractor shall raise bills upon the completion of the entire works. If the contractor fails to accompany the “Consultant Engineer/Owner” for measurements, then he shall be bound by the measurements taken by the “Consultant Engineer/Owner”.

Payment towards the bills will be made by the “Owner” within a time limit of 30 days of presentation by the Contractor.

Period of final measurement shall be one month from the time of completion of the project.

**POWER TO MAKE ALTERATIONS**

The Owner shall have the power to make in writing any alterations, omissions, additions or substitutions for original specifications, drawings, designs, patterns and instructions that may appear to him necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with the instructions which may be given to him by the Owner or his representative.

Such alterations, omissions, additions, substitutions shall not invalidate the contract. Any altered additional or substituted work which the contractor may be required to do in the manner specified above as part of the work shall be carried out by the contractor on the same conditions in all respect on which the main works was agreed to be done and at the rates derived according to relevant clause.

**EXTRA ITEMS**

Extra items may be classified as additional, substituted, or altered items, depending on their relation or otherwise to the original item or items of work.

Rates for authorized extra items, additional, altered or substituted work as may be ordered shall be determined by the Consultant Engineer/"Owner” as follows:

a. In the case of all extra items whether additional, altered or substituted, if accepted rates
for identical items provided for in the contract, such rates shall be applicable.

b. In the case of extra item whether additional, altered, substituted, for which the rates cannot be derived either from similar item of work in the contract or from the departmental schedule of rates, the contractor shall within 14 days of the receipt of order to carry out the said extra item of work, communicate to the Consultant Engineer the rate which he proposes to claim for the item, supported by analysis of the rate claimed and the `Owner'/Consultant Engineer shall within one month thereafter, determine the rate on the basis or the market rate giving due consideration to the rate claimed by the contractor.

**SPECIAL CONDITIONS**

Time is the essence of the contract. Time of completion allowed is 30 days.

The letter of intent shall be issued soon followed by the formal work order.

Only first quality materials shall be allowed for the work. The samples of all materials shall be got approved by the Consultant Engineer before supplying for the work.

The payment shall be made as per prevailing PWD rules

The rates quoted by the contractor shall include conveyance, loading and unloading charges, labour supervision thereof, hire of all tools and implements, incidental charges and all that is required for the complete work.

The contractor is expected to visit the site and study the probable routes of transportation of material to the site before quoting.

All the items of the work are to be executed as per relevant IS specifications.

The Contractor has to agree and strictly abide to all the conditions stipulated in the tender and any offers with deviation or request for deviation are liable to be rejected.

The guarantee shall be 12 months from the date of handing over.

The contractor has to prepare a time schedule for the complete work in detail and submit to Owner in triplicate within 10 days from the day of letter of intent. This shall be modified to suit the civil construction work.

All conditions/specifications specified in PWD for this work of similar nature shall be applied to this work also
6.0 PROFORMA OF CONTRACT AGREEMENT

Contract agreement entered into on this ........................... between Secretary, I.M.G, Thiruvananthapuram (Hereinafter called owner on one part and ........................................................., ........................................................., ........................................................., .........................................................,(name and address of the Contractor) (Hereinafter called the Contractor) on the other part for the execution of the agreement as well as the……………………………………………………………………………………
dated ...................... And where as the notice inviting tenders it is stated as follows. Before commencing the work of within a week of the date when the acceptance of tender has been intimated to him, the tenderer shall deposit an additional sum of 5% of the contract value subject to a maximum of `1,00,000/- which together with the amount of earnest money deposited shall treated as security for the proper fulfillment of the same and he shall execute an agreement for the work in the schedule form of agreement. If he fails to do this or fail to maintain a specified rate of progress, the security deposit shall be forfeited to I.M.G and fresh tenders shall be called for or the matter otherwise disposed. If as a result of such measures due to the default of the tender to pay the requisite deposit sign contracts to take possession of the work any loss to the IMG results, the same will be recovered from him as arrears of revenue but should it be a saving to I.M.G the original contractor shall have no claim whatever to the difference. Recoveries to this or any other account will be made from the sum that may be due to contractor on this or any other contracts or under the Revenue Recovery Act or otherwise as the I.M.G may decide.

Now therefore these present witnesses and it is mutually agreed as follows:

1. The terms and condition for the said contract having been stipulated in the said tender form to which the contractor has agreed, a copy of which is appended, and which forms part of this permanent. It is agreed that the terms and conditions stipulated there in shall bind the parties to this agreement, except to the extent to which they are abrogated or altered by express terms and conditions herein, agreed to and in which respect the express provisions herein shall supersede those of the said tender form.

2. The Contractor hereby agree and under take to perform and fulfil all the operation and obligations connected with the execution of the said contract work viz”……………………………… “ awarded in favour of the contractor

3. If the Contractor does not complete the agreed scope of works within the period stimulated by IMG and agreed by the contractor at the time of execution of this agreement(30 days) then IMG may re-arrange the works otherwise or get it done departmentally at the risk and cost of the contractor and the loss so sustained by I.M.G can be recovered from the contractor, taking into consideration the prevailing Public Works Department rates after giving due notice to the contractor.. OTHERWISE penalty for the delay in completion of the balance works will be applied in the payment as per the prevailing PWD rates. The decision taken by such authority, officer or officers shall be final and conclusive and shall be binding on the contractor.
4. The contractor further agrees that any amount found due to I.M.G under or by virtue of this agreement shall be recoverable from the Contractor from his E.M.D. and his properties, movable and immovable as arrears of land revenue under the provision of the Revenue Recovery Act for the time being in force or in any other manner as I.M.G may deem fit in this regard.

5. The contractor further assures that it is clearly understood that the settlement of the claims either part bill or final bills will be made only according to the availability of the budget provision and allotment of funds of account in such work is sanctioned and arranged and also subject to the seniority of such bills. No claims for interest or foe damages what so ever shall be made for the belated settlements of claims of bills.

6. IMG shall release an amount of Rs. .......... in two installments as shown below

   A) 50% on signing the agreement.
   B) Balance installment after successful completion of work.

7. The work will be completed within 30 days from the date of handing over the site to the contractor.
   Progress of works
   First 2 weeks -50% of work
   Upon 30 days –All works to be completed and site cleared.

8. The contractor shall strictly adhere to the Workmen’s Compensation Act, 1923 as applicable at P.W.D norms.

9. The contractor shall be liable for the delay in completion of work within the time allowed and liable to pay penal interest of 2%

Contractor                                                                 Secretary, I.M.G.
Signed by Sri................................. (Officer/officers of IMG on behalf of Director IMG)
In the presence of witness
1. ........................................
2. ........................................
Signed and delivered by Sri................................., (Contractor) in the presence of witness.
1.................................
2.................................

Contractor                                                                 Secretary, I.M.G.
### SCHEDULE OF WORK

<table>
<thead>
<tr>
<th>Length of Jogging Track</th>
<th>320M</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Tiling cost for 1.2M width</td>
<td>320*1.2 @ Rs.850</td>
<td>Rs.3,26,400/-</td>
</tr>
<tr>
<td>Site clearing for 280 M</td>
<td>280*1.0 @Rs.10</td>
<td>Rs. 2,800/-</td>
</tr>
<tr>
<td>Earthwork for leveling to 0.2M</td>
<td>0.20<em>280</em>1.2@Rs.600</td>
<td>Rs. 40,170/-</td>
</tr>
<tr>
<td>Interlock side packing concrete</td>
<td>280<em>0.2</em>0.2@Rs.6256</td>
<td>Rs. 70,000/-</td>
</tr>
<tr>
<td>Plastering</td>
<td>320*0.40@Rs.272</td>
<td>Rs. 34,816</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>Rs.4,74,186 /-</strong></td>
<td></td>
</tr>
</tbody>
</table>