
	Client Name : TERNA PUBLIC CHARITABLE TRUST	 Terna Public Charitable Trust
Doc. No. TPC/17-18/TENDER/004	Document Title : RENOVATION WORK FOR LIBRARY AND ADMINISTRATION OFFICE AT TERNA MEDICAL COLLEGE	Rev. No. : R0 Date : 4 th Dec, 2017

ITEM – RATE TENDER FORM

From :

.....

Date :

To,

**TERNA PUBLIC CHARITABLE TRUST,
TERNA ENGINEERING COLLEGE,
2ND FLOOR, PLOT NO-12, SECTOR-22,
PHASE-II, NERUL (W), NAVI MUMBAI - 400706**



Dear Sir / Madam,

**Sub : RENOVATION WORK FOR LIBRARY AND
ADMINISTRATION OFFICE AT TERNA MEDICAL COLLEGE**

For : TERNA PUBLIC CHARITABLE TRUST.

We have pleasure in submitting herewith our Tender Quotation for the above mentioned works, duly completed in all respects.

- (1) We have read and studied the General Conditions of Contract, Articles of Agreement, Specifications, Bills of Quantities, Tender Conditions and the drawings for the proposed construction. We agree to abide by them.
- (2) We also agree to complete the proposed construction works within **1 (One) calendar months** from the date of commencement, as mentioned in the Appendix.

	Client Name : TERNA PUBLIC CHARITABLE TRUST	 Terna Public Charitable Trust
Doc. No. TPC/17-18/TENDER/004	Document Title : RENOVATION WORK FOR LIBRARY AND ADMINISTRATION OFFICE AT TERNA MEDICAL COLLEGE	Rev. No. : R0 Date : 4 th Dec, 2017

- (3) We agree to execute and complete the proposed construction works at the rates quoted in the ' Bills of Quantities and Rates ', herewith.
- (4) We have inspected the site of works and acquainted ourselves with the local conditions. We will not claim any extra amounts for reasons arising out of site conditions. Rates quoted by us include all such eventualities.
- (5) The rates quoted in the tender shall be valid for three months from the date of opening of the tender.



Thanking you,

Yours faithfully,

Seal of Contractor

(Signature of Contractor)

Date : _____

	Client Name : TERNA PUBLIC CHARITABLE TRUST	 Terna Public Charitable Trust
Doc. No. TPC/17-18/TENDER/004	Document Title : RENOVATION WORK FOR LIBRARY AND ADMINISTRATION OFFICE AT TERNA MEDICAL COLLEGE	Rev. No. : R0 Date : 4 th Dec, 2017



TENDER CONDITIONS

(I) GENERAL CONDITIONS



- (1) Sealed Tender in the form of **soft copy on CD** as well as duly filled up & signed **hard copy** shall be submitted in the office of **TERNA PUBLIC TRUST, TP OFFICE NERUL**,
- (2) Before filling the Tender, the Tenderer must examine the 'Drawings' and inspect the site of works and acquaint himself with all the local conditions and matters pertaining thereto. No claim for damage or compensations will be entertained in case of any failure on the part of Tenderer regarding such examination and inspection.
- (3) Drawings and other papers attached to the Tender Form must be returned along with the sealed tender.
- (4) Tender shall be filled in with ink. No eraser shall be made in the tender. Any correction that may be necessary shall be made by crossing of words / figures, across incorrect portion and writing the correct portion above and shall be initialed by the tenderer.
- (5) The Tenderer shall sign various documents of the tender wherever a place for his signature is indicated and also shall sign each and every page of ' Bills of Quantities and Rates '.

(II) RATES QUOTED IN THE TENDER

- (6) Rates quoted in the Tender for each item are binding on the Contractor, the total cost being for guidance only. The Owner / Employer and the Architect has the right to modify any of the Bills of Quantities or omit any of the items of works for which no compensation or damages of any kind shall be allowed / paid to the contractor.
Quantities are liable to alterations by omissions, additions and / or deductions.

	Client Name : TERNA PUBLIC CHARITABLE TRUST	 Terna Public Charitable Trust
Doc. No. TPC/17-18/TENDER/004	Document Title : RENOVATION WORK FOR LIBRARY AND ADMINISTRATION OFFICE AT TERNA MEDICAL COLLEGE	Rev. No. : R0 Date : 4 th Dec, 2017

- (7) Rates quoted in the ‘ Bills of Quantities and Rates ‘ are inclusive of all freights, taxes such as Octroi, Royalties,GST etc. as well as transportation, handling and storage of materials and any other charges including any enhanced labour rates etc. which may be enacted from time to time by the State and / or Central Government. Our clients are not concerned with any fall or rise in prices of any materials except those for which ‘basic-rates’ are specified in the ‘ Bills of Quantities and Rates ‘. Under no circumstances shall our clients be held responsible for compensation or loss to the contractor due to any increase in cost of labour and / or materials, except as stated in the escalation clause.
- (8) Water Supply: Water for construction shall be supplied by the Owner / Employer during specified hours every day at a fixed point on site. Further arrangements shall be made by the Contractor at his own cost.
- (9) Electric Power: Electric power connection for construction shall be made available by the Owner / Employer at a fixed point on the site through his licensed electrical Contractor.
- Arrangements for conveying and using it, shall be made by the Contractor at his own cost.
- (10) Empty Cement Bags shall be the property of the Contractor.
- (11) Clearing the site: General cleaning of site before starting the works and leaving the site clean after completion of the works shall be the responsibility of the Contractor, for which no extra payment shall be allowed to the Contractor.
- (12) Workmanship & Materials: The materials to be used on the site of the work shall be new, as per the specifications and of the best quality procurable. Workmanship of all the building work items shall be of very good quality.
- (13) Site Records: The Contractor shall maintain proper site records in the manner directed by the Architect regarding materials and its consumption, for inspection and verification by the Architect. ‘Instruction – Book ‘ shall be maintained at site by the Contractor. Measurements shall be recorded by the Contractor in ‘Measurement – Book ‘, while taking joint measurements at site, as directed by the Architect.

	Client Name : TERNA PUBLIC CHARITABLE TRUST	 Terna Public Charitable Trust
Doc. No. TPC/17-18/TENDER/004	Document Title : RENOVATION WORK FOR LIBRARY AND ADMINISTRATION OFFICE AT TERNA MEDICAL COLLEGE	Rev. No. : R0 Date : 4 th Dec, 2017

(14) Arrangements for site office and for storage of materials shall be done by the Contractor at his own cost, including sanitation and water supply for labourers of Contractor. Client is not providing any space for labor camp, contractor has to make his own arrangements outside the campus. Which shall be removed and the area left clean. The Contractor shall get all his labourers and staff out from the site at the end of project works. No additional payment of any kind on this account shall be made to the Contractor, either for erecting or removal of the same.

(15) Qualified & Experienced Engineer-in-Charge shall be constantly present on site of work employed and paid by the Contractor at his own cost.

(III) CONTRACT DRAWING & SPECIFICATIONS

(16) (a) A set of Drawings is made available along with the tender. These Drawings must be returned along with the sealed tender.

(b) Plans and details shown on Drawings are accurate as far as can be envisaged at present. These are liable to be altered.



(c) Where the mode of measurements is not specified, the latest relevant mode of measurements of Indian Institute of Architects shall be adopted.

(IV) MODE OF PAYMENT

(17) (a) An amount representing (5 %) FIVE PERCENT of the value of work done shall be deducted from the first and further interim account bills of the Contractor, till the total amount so retained by way of such deductions and the deposits as aforesaid, taken together, reaches the Total Retention Fund as mentioned in the Appendix hereafter.

(b) On Architect's certifying to the ' Virtual Completion ' of works, the Contractor shall be paid fifty percent of the total Retention Fund and the remaining fifty percent shall be retained till the expiry of ' Defects-Liability-Period ', as mentioned in the Appendix, hereafter.

(c) The Contractor shall submit his interim bills for the works completed upto the 'value of work for interim certificate ', as mentioned in the Appendix hereinafter. He shall be paid by the Owner on due certification in writing by

	Client Name : TERNA PUBLIC CHARITABLE TRUST	 Terna Public Charitable Trust
Doc. No. TPC/17-18/TENDER/004	Document Title : RENOVATION WORK FOR LIBRARY AND ADMINISTRATION OFFICE AT TERNA MEDICAL COLLEGE	Rev. No. : R0 Date : 4 th Dec, 2017



the Architect.

(V) TAXES, COMPENSATION & OTHER ENACTMENTS

- (18) (a) Income-Tax Deduction at source at 2.2 % (or as per prevalent rules at the time of last date of submitting the tender) of total amount payable against contractor's bills, will be made by the Owner / Employer and paid to the Government, according to the Act. This shall be taken note of and considered by the Contractor, while submitting his tender.
- (b) Works-Contract-Tax (GST): While quoting the rate, the contractor should not consider the works contract tax. The contractor should mention it separately in the schedule of quantities & rates (or as per prevalent rules at the time of last date of submitting the tender)
- (c) GST : While quoting the rate, the contractor should not consider the works GST tax. The contractor should mention it separately in the schedule of quantities & rates (or as per prevalent rules at the time of last date of submitting the tender)
- (19) The Contractor shall comply with all requirements of State Govt., Central Govt. Acts regarding labour and personnel employed by him on site of work, such as Workmen's Compensation Act, E.S.I.S. and Contract Labour Act. He shall also abide by the rules and regulations of Minimum Wages Act, shall maintain necessary registers for attendance, wages, holidays etc. of all labour employed by him. The Owner / Employer is in no way responsible for any claims or compensations on this account.
- (20) The Owner / Employer is entitled and shall have the right to recover from the Contractor, any claims made against the contractor arising out of this contract, from any money due or that may become due to the Contractor.

(VI) EXTRA ITEM RATES

- (21) In case where extra items are to be carried out, the rate analysis for such items submitted by the Contractor shall be checked by the Architect. The decision of the Architect in finalising rates of such extra items of work shall be final and binding on both, the Owner / Employer and the Contractor. Rate analysis will comprise of actual materials, labour cost and reasonable percentage of overheads and profits, only.

	Client Name : TERNA PUBLIC CHARITABLE TRUST	 Terna Public Charitable Trust
Doc. No. TPC/17-18/TENDER/004	Document Title : RENOVATION WORK FOR LIBRARY AND ADMINISTRATION OFFICE AT TERNA MEDICAL COLLEGE	Rev. No. : R0 Date : 4 th Dec, 2017

SPECIAL NOTES



- (22) **MODE OF MEASUREMENTS:** Mode of measurements for all items of works shall be as per Indian Standards: 1200, latest issued.

The Owner / Employer will NOT, however, after acceptance of contract rates, pay any extra charges for lead, testing or any such other reasons. The Contractor must arrange for all transport of materials and equipment required for installations and testing and include all such cost in the rates quoted for the work.

Although specific items of work have been included in the Schedule annexed hereto, the contractor should note that all incidental and allied works arising out of the schedule items are deemed to be included in the said items. The contractor shall take into account while quoting that miscellaneous allied works, such as cleaning of the site including cutting of trees and shrubs, leveling and compacting for convenience of access, finishing of edges and corners wherever necessary, repairing of any adjacent work / area damaged due to the work in hand, refilling etc., shall be carried out by the Contractor without any extra charge or liability to the Owner / Employer. No extras shall be payable on account of any such work not included in the schedule.



ONLY PLAN AREA WILL BE CONSIDERED FOR MEASUREMENTS, contractor has to treat side walls in same rate, for Toilet 2 feet wall and for Terrace 1 feet walls to be treated minimum.

- (23) The Contractor shall prepare ' Time & Progress Schedule ' with ' BAR-CHART ' for the whole of the contract works immediately after signing of the Contract and submit the same for the approval of the Architects. The Schedule shall be finalised in consultation with the Architects. It is contractor's responsibility to see that these schedules are complied with, within normal conditions.
- (24) **TIME IS THE ESSENCE OF CONTRACT.** Delay in payments will not be treated as reason for delay in work and therefore contract period will not be extended on this account. Contractor may claim interest against delay in payments, as per the standard General Conditions of Contract.
- (25) It is clearly understood that all the drawings and decisions will not be given to the Contractor at the start of the project. Contractor may request the Architects for such drawings that may be essential for executing the project to avoid any delay.

	Client Name : TERNA PUBLIC CHARITABLE TRUST	 Terna Public Charitable Trust
Doc. No. TPC/17-18/TENDER/004	Document Title : RENOVATION WORK FOR LIBRARY AND ADMINISTRATION OFFICE AT TERNA MEDICAL COLLEGE	Rev. No. : R0 Date : 4 th Dec, 2017

Such requests must be made well in advance, so that the Architects will get a minimum of 15 days to issue such drawings / decisions.

- (26) Materials and workmanship of each item shall be as per relevant I. S. Codes, where specifications are not available in this tender.
- (27) No Liquor Or Tobacco Products Allowed Carrying & Consuming On Site Otherwise Contractor Will Be Fined For Every Person Found As Rs. 500/- Per Day. The contractor will have to follow all the rules and regulations regarding safety codes. Adequate safety measures shall have to be taken by contractor. Helmets, safety belts, safety nets etc. shall be procured by the contractors wherever required. In case of failure they may be issued by the employer/owners and double the cost for the same will be deducted from contractors account. In this context it is necessary to adhere strictly to safety measures & must avail the use of such tools. Contractors shall note that TRUST will be compelled to impose suitable penalty if these instructions are not followed.
- (28) Contractor shall cover all workers with proper insurance policy to be approved by the TRUST such as CAR / WCA etc. for their materials, labour and equipment etc. and indemnify the Company for any accident occurring at site. TRUST and his representative shall not be held responsible for any accident occurred at site. The TRUST accepts no liability for any accident to the contractor's labour and material or outside labour employed by contractor for erection of scaffolding or such activities. The accidents major or minor should be reported to our site office immediately..
- (29) Coordination With Other Contractors To Be Done For Smooth Execution. Architects, Consultants, Clients & Engineers Incharge's Instructions To Be Followed Strictly.
- (30) If Any Of The Works Not Done Properly To Satisfaction Of PMC/Architect/Client, Contractor Has To Break And Rework Without Any Extra Cost. If Client, Architect, Consultants Demands Any Third Party Test Report shall be provided. The Safety Norms And Practices To Be Followed Strictly On Site Architect / Consultants Not Responsible For Any Mishap Or Accidents On Site.
- (31) For Any Of The Extra Items Other Than BOQ Is To Be Executed, Than It Should Be First Approved From Architects Office With Proper Supporting Documents.

	Client Name : TERNA PUBLIC CHARITABLE TRUST	 Terna Public Charitable Trust
Doc. No. TPC/17-18/TENDER/004	Document Title : RENOVATION WORK FOR LIBRARY AND ADMINISTRATION OFFICE AT TERNA MEDICAL COLLEGE	Rev. No. : R0 Date : 4 th Dec, 2017

(32) Material Loading / Unloading And Its Security Is In Scope Of Contractor.

(33) Interpretation by the Architect only :
In case of any dispute regarding interpretation of ‘ Drawings ‘ , ‘ Specifications ‘ and of ‘ Bills of Quantities and Rates ‘ , the interpretation by the Architect shall be final and binding on both the Owner / Employer and the Contractor.
All the tolerances shall be as per relevant I. S. Codes and in special cases as per direction of the Architect.
It shall be noted that “ the General Conditions of Contract “ as adopted by the Indian Institute of Architects shall form the basis of this tender and the Contract Document to be executed between the Owner / Employer and Contractor. The appendix hereinafter referred to mentions the Clause Numbers from these “General Conditions of Contracts “.



DECLARATION TO BE SIGNED BY THE TENDERER / CONTRACTOR WITH SEAL AND STMAP OF OFFICE / FIRM.

I / We have read the above conditions carefully and I / We hereby agree to abide by them.

Seal of Contractor

(Signature of Contractor)

Date : _____

	Client Name : TERNA PUBLIC CHARITABLE TRUST	 Terna Public Charitable Trust
Doc. No. TPC/17-18/TENDER/004	Document Title : RENOVATION WORK FOR LIBRARY AND ADMINISTRATION OFFICE AT TERNA MEDICAL COLLEGE	Rev. No. : R0 Date : 4 th Dec, 2017

APPENDIX HEREINBEFORE REFERRED IN

<u>Sr. No.</u>		<u>Clause</u>
(a)	Defects Liability Period	<u>12 Months</u>
(b)	Period of Final Measurements and Validation	<u>2 Months</u>
(c)	Date of Commencement	<u>From date of Works-Order / Letter Of Intent</u>
(d)	Date of Completion	<u>1 (One) Calendar Months</u>
(e)	Agreed Liquidated Damages / Penalty	0.5% per week of delay for the value of that section/ cumulative value up to maximum of 5% of the Value of Contract.
(f)	Value of work for Interim Certificate	ADVANCE - NIL RA-1 After 10% work completion RA-2 After 25% work completion RA-3 After 50% work completion RA-4 After 75% work completion RA-5 After 100% work completion
(g)	Retention Percentage	<u>5 % (Five Percent)</u> (from 1 st Interim Bill onwards)
(h)	Limit of Retention Fund	<u>5% of Final Bill</u>
(i)	Period of Honoring Certificate	<u>10 Days</u>

Seal of Contractor

(Signature of Contractor)

Date : _____