



## Tender Form for Civil Work

**Name of the Work- - Vitrified flooring of Cyber hostel**

**Name of the Bidder: -** \_\_\_\_\_

**Address: -** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Phone No.: -** \_\_\_\_\_

**Mobile: -** \_\_\_\_\_

**Email: -** \_\_\_\_\_



Walchand College of Engineering, Sangli

**Invitation of tenders for Vitrified flooring of cyber hostel**

**Ref. No.:** - WCE/Hostel-Cyber/

**Date:** - 17/11/2011

To

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Dear Sirs,

**Sub: Letter of invitation for tenders for vitrified flooring of cyber hostel.**

1. You are invited to submit your most competitive tender for the following work:-

<b>Brief Description of the Works</b>	<b>Period of Completion</b>
vitrified flooring of cyber hostel	<b>15 days</b> from the Date of letter of acceptance cum notice by the college to proceed with the work

2. To assist you in the preparation of your tender, we are enclosing the following:

- i. Detailed Bill of Quantities with estimated rates;
- ii. Instructions to Bidders (in two sections as Section-A & Section-B).
- iii. Draft Contract Agreement format for finalizing the agreement for this Contract.

3. Blank tenders will be available at the college office with the cashier between 11:00 am to 5:00 pm on working days by paying Rs. 500/- towards cost of tender form, **OR** tender form can be downloaded from [www.walchandsangli.ac.in](http://www.walchandsangli.ac.in). The cost of such downloaded forms shall be attached as D.D. along with D.D. of earnest money.

4. Amount paid towards cost of tender form is Non refundable.

4. You are requested to provide your offer latest by **5:30 p.m. on Wednesday 23<sup>rd</sup> November 2011.**

**Date:** -

**Bidder**  
Page 1

**Director**



**Walchand College of Engineering, Sangli**

5. Tenders will be opened (in the presence of Bidders or their representatives who choose to attend) at **12:15 pm on Thursday 24<sup>th</sup> November 2011** in the office of the Director Walchand College of engineering, Sangli
6. We look forward to receiving your tenders.

**Employer:** Director  
Walchand College of engineering,  
Vishrambag, Sangli 416405  
**Tel. No.:** (0233) 2300383  
**Fax No.:** 91-233-2300831

**Date: -**

**Bidder**  
**Page 2**

**Director**



Walchand College of Engineering, Sangli

## **Instructions to Bidders**

### **SECTION - A**

#### **1. Scope of Works**

The Director Walchand College of Engineering, Sangli 416415 (Employer) invites tenders for the construction of work as detailed in the table given below

<b>Brief Description of the Works</b>	<b>Period of Completion</b>
Vitrified flooring of cyber hostel	15 days from the Date of letter of acceptance cum notice to proceed with work

The successful bidder will be expected to complete the works by the intended completion period specified above.

#### **2. Qualification of the bidder:** The bidder shall provide qualification information, which shall include: -

- (a) Total monetary value of construction works performed for each year of the last 3 years, which exceed estimated cost of present work.
- (b) Income tax clearance certificate from the concerned IT circle;
- (c) Report on his financial standing; and
- (d) Details of any litigation, current or during the last 3 years in which the bidder is involved, the parties concerned and disputed amount in each case.

#### **3. To qualify for award of the contract the bidder: -**

Should have satisfactorily completed as a prime Bidder at least one work of value not less than Rs.2,00,000 in the last three years;(Xerox copy of the certificate from the concerned about satisfactory completion of work to be attached)

**Date: -**

**Bidder**  
**Page 3**

**Director**



#### 4. Bid Price

- a) The contract shall be for the whole works as described in the Bill of quantities, drawings and technical specifications. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.
- b) All duties, taxes and other levies payable by the Bidder under the contract shall be including in the total price.
- c) The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
- d) The rates should be quoted in Indian Rupees only.

#### 5. Submission of Tenders

- 5.1 The bidder is advised to visit the site of work at his own expense and obtain all information that may be necessary for preparing the tender.
- 5.2 Each bidder shall submit only one tender. Submission of more than one tender for the same work by the same bidder shall automatically lead to disqualification for the bid.
- 5.3 The tender submitted by the bidder shall comprise of two sub envelopes sealed in one main envelope  
**Sub Envelope No 1:** - (Technical bid): - Shall consist of **D.D. of Rs 4500/- towards earnest money**, Bidders Qualification information. (Xerox copies of - filled up tender pages no 8 to 10 along with documental proofs) and Receipt or D.D. of Rs.500/-for cost of the tender form.  
**Sub Envelope no 2:** - (Financial bid): -Shall consists of **duly stamped and signed tender form** as completed tender bid (pages 1 to 21, drawing and covering page) by the bidder.
- 5.4 The bidder shall seal the tender in main envelope. The envelope will also bear the following identification: -
  - (a) **Address to "The Director, Walchand College of Engineering, Sangli"**
  - (b) **Write at top of envelope " vitrified flooring of cyber hostel", WCE/Hostel-cyber**
  - (c) **Do not open before 12.15 pm on Thursday 24<sup>th</sup> November 2011.**
- 5.5 Tenders must be received in the office of the Director Walchand College of engineering, Sangli, not later than the time and date given in the letter of invitation. If the specified date is declared a holiday, tenders shall be received upto the appointed time on the next working day.

Date: -

Bidder  
Page 4

Director



5.6 Any tender received by the Director, Walchand College of engineering, Sangli ) after the deadline for submission of tenders will be rejected.

**6. Validity of Tender**

Tender shall remain valid for a period of 30 days.

**7. Opening of Tenders**

Tenders will be opened in the presence of bidders or their representatives who choose to attend on the date and time and at the place specified in the **letter of invitation**.

8. Information relating to evaluation of tenders and recommendations for the award of contract shall not be disclosed to bidders or any other persons not officially concerned with the process until the award to the successful bidder by letter of acceptance.

**9. Evaluation of Tenders**

The Employer will evaluate and compare the tenders determined to be substantially responsive i.e. which

- (a) Meet the qualification criteria specified in clause 2 & 3 above;
- (b) Are properly stamped and signed; and
- (c) Conform to the terms and conditions, specifications and drawings without material deviations.

**10. Award of contract**

The Employer will award the contract to the bidder whose tender has been determined to be substantially responsive and who has offered the feasible lowest evaluated tender price and who meets the specified qualification criteria and relevant clauses in section A & B.

10.1 Notwithstanding the above, the Employer reserves the right to accept or reject any tenders and to cancel the bidding process and reject all tenders at any time prior to the award of contract.

10.2 Notwithstanding the above, the Employer reserves the right to omit any item/work from the tender at any time without giving any reasons.

10.3 The bidder whose bid is accepted will be notified of the award of contract by the Employer prior to expiration of the tender validity period.

Date: -

Bidder  
Page 5

Director



**11. Performance Security**

Within 5 days of receiving letter of acceptance, the successful bidder shall deliver to the Director Walchand College of engineering, Sangli (Employer) payment towards performance security 5% will be deducted from bills. The Performance Security shall be valid till the expiry of the period of maintenance of the work, specified in clause 12.

**12. Period of Maintenance:**

The “Period of Maintenance” for the work is **12 months from** the date of taking over possession. During the period of maintenance, the Bidder will be responsible for rectifying any defects in work, free of cost to the Employer.

**13.** Purchase of all construction materials as cement, steel, sand, tiles, grit, aggregate of all sizes etc. as per the specifications and to the satisfaction of the engineer incharge, shall be the responsibility of the Bidder. The Bidder shall get the reinforced concrete tested by paying appropriate testing fees in Walchand College of engineering, Sangli, Applied mechanics department and shall submit the test results to the employer.



Walchand College of Engineering, Sangli

**Instructions to Bidders**  
**SECTION - B**

1. **Format for Qualification Information.**
2. **Format for Submission of Tender.**
3. **Format of Letter of Acceptance.**

**Date: -**

**Bidder**  
**Page 7**

**Director**





**QUALIFICATION INFORMATION FOR BIDDER**  
**(to be supplied by the bidder along with bid document)**

**1 Name of bidder:**

\_\_\_\_\_

**1.1 Address of bidder:**

\_\_\_\_\_

**1.2 Total value of Civil Engineering** 2008-2009

\_\_\_\_\_ Construction work performed in the last 2009-2010

\_\_\_\_\_ Three years (in Rs. Lakhs) 2010-2011

**1.3 Work performed as prime Bidder (in the same name) on works of a similar nature over the last three years.**

Project Name	Name of Employer	Description of work	Value of contract (Rs. Lakhs)	Date of issue of work order	Stipulated period of completion	Actual date of completion*	Remarks explaining reasons for delay and work completed

**\* Completion Certificate from engineer shall be attached**

**Date: -**

**Bidder**  
**Page 8**

**Director**



**Information about Existing commitments and on-going works:**

Project Name	Name of Employer	Description of work	Value of contract (Rs. Lakhs)	Date of issue of work order	Stipulated period of completion	Value of total work completed *	Remarks explaining reasons for delay and work completed

\* Certificate from engineer shall be attached

**1.4 Proposed subcontracts and firms involved in the present work.**

Sections of the works	Value of Sub-contract	Sub-Bidder (name & address)	Experience in similar work

**1.5** Evidence of access to financial resources to meet the requirements of working capital: cash in hand, lines of credit, etc. List them below and attach copies of support documents.

**Date: -**

**Bidder**  
Page 9

**Director**



**Walchand College of Engineering, Sangli**

**1.6** Name, address, and telephone, telex, and fax numbers of the Bidders' bankers who may provide references if contacted by the Employer.

**1.7** Information on litigation history in which the Bidder is involved.

<b>Name of the party</b>	<b>Cause of dispute</b>	<b>Amount involved</b>	<b>Remarks showing present status</b>

**Date: -**

**Bidder  
Page 10**

**Director**



Walchand College of Engineering, Sangli

**FORMAT OF SUBMISSION OF TENDER**

**(To be completed by the bidder)**

**Description of the Works: vitrified flooring of cyber hostel**

To: The Director,  
Walchand College of Engineering,  
Vishrambag, Sangli 416415

**Subject : Tender for vitrified flooring of cyber hostel**

Reference :- Letter No WCE/Hostel-Cyber/vitrified floor dated 17/11/2011  
from Director W.C.E., Sangli.

Sir,

We offer to execute the Works described in your letter referred to above in accordance with the Conditions of Contract enclosed there with at ----- % above/below the estimate -bill of quantities i.e. for a total Contract Price of -

Rs. \_\_\_\_\_ [ in figures ]

Rs. \_\_\_\_\_ [ in words ].

This tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any tender you receive.

We hereby confirm that this tender is valid for 30 days as required in Clause 6 of the Instructions to Bidders.

Yours faithfully,

Authorized Signature : Date: \_\_\_\_\_

Name of Signatory : \_\_\_\_\_

Name of Bidder/Firm : \_\_\_\_\_

Address : \_\_\_\_\_

**Date: -**

**Bidder  
Page 11**

**Director**



Walchand College of Engineering, Sangli  
**DRAFT LETTER OF ACCEPTANCE  
CUM NOTICE TO PROCEED WITH THE WORK**

Dated: \_\_\_\_\_

To : \_\_\_\_\_ [Name and address of the Bidder]  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sirs,

This is to notify you that your Tender dated \_\_\_\_\_ for execution of \_\_\_\_\_ the \_\_\_\_\_ for the contract price of Rupees \_\_\_\_\_ [amount in words and figures], is hereby accepted by us.

You are hereby requested to furnish part performance security for an amount of 5% of contract value in the form of Bank draft in favor of Director W.C.E., Sangli (Employer) within 2 days of the receipt of this letter. This part Performance Security shall be valid till the expiry of the period of maintenance. Failure to furnish the Performance Security will entail cancellation of the award of contract and forfeiture of earnest money.

You are also requested to sign the agreement form on court stamp value of Rs 100/- stamp on the day of furnishing performance security and proceed with the work not later than 3 (three) days from signing the agreement under the instructions of the Engineer , and ensure its completion within the contract period.

With the issuance of this acceptance letter, furnishing the part Performance Security and signing the agreement, contract for the above said work stands concluded.

Yours faithfully,

**Director**  
**Walchand College of Engineering, Sangli**

Date: -

**Bidder**  
Page 12

**Director**



Walchand College of Engineering, Sangli

**Draft Agreement form**  
**ARTICLES OF AGREEMENT**  
**(On a stamp of Rs. 100.00/-)**

This deed of agreement is made in the form of agreement on \_\_\_\_\_ day  
\_\_\_\_\_ month \_\_\_\_\_ 200 \_\_\_\_, between the  
\_\_\_\_\_ (Employer) or his authorized representative  
(hereinafter referred to as the first party) and \_\_\_\_\_ (Name of the  
Bidder), S/O \_\_\_\_\_ resident of \_\_\_\_\_ (hereinafter referred to as  
the second party), to execute the work of \_\_\_\_\_ (hereinafter  
referred to as works) on the following terms and conditions.

**2. Cost of the Contract**

The total cost of the works (hereinafter referred to as the “total contract price”) is  
Rs. - \_\_\_\_\_ as reflected in Annexure – 1 (Bill of Quantities).

**3.1 Payments under its contract:**

The first party will release payments to the second party after completion of total  
work.

**Date: -**

**Bidder**  
**Page 13**

**Director**



**4. Notice by Bidder to Engineer**

The second party, on the works reaching each stage of construction, shall submit a R.A. bill along with a notice to the Engineer nominated by the first party (who is responsible for supervising the Bidder, administering the contract, certifying the payments due to the Bidder, issuing and valuing variations to the contract, awarding extensions of time etc.), to visit the site for certification of stage completion and RA. Bill. Within 5 days of the receipt of such R.A. Bill, the engineer nominated by it, will ensure issue of stage completion certificate after due verification. Within 15 days of the receipt of final bill, the engineer/I/C work nominated by it, will ensure issue of completion certificate and final bill certification after due verification.

**5. Completion time**

The works should be completed in **15 days** from the date of letter of acceptance. In exceptional circumstances, the time period stated in this clause may be extended in writing by mutual consent of both the parties.

**6.** If any of the compensation events mentioned below would prevent the work being completed by the intended completion date, the first party will decide on the intended completion date being extended by a suitable period:

- a) The first party does not give access to the site or a part thereof by the agreed period.
- b) The first party orders a delay or does not issue completed drawings, specifications or instructions for execution of the work on time.
- c) Ground conditions are substantially more adverse than could reasonably have been assumed before issue of letter of acceptance and from information provided to second party or from visual inspection of the site.
- d) Payments due to the second party are delayed without reason.
- e) Certification for stage completion of the work is delayed unreasonably.

**7.** Any willful delay on the part of the second party in completing the construction within the stipulated period will render him liable to pay liquidated damages. @ Rs. 1000/- per day, this will be deducted from payments due to him. The first party may cancel the contract and take recourse to such other action as deemed appropriate once the total amount of liquidated damages exceeds 2 % of the contract amount.



## **8. Duties and responsibilities of the first party**

- 8.1** The first party shall be responsible for providing regular and frequent supervision and guidance to the second party for carrying out the works as per specifications. This will include written guidelines and regular site visit of the authorized personnel of the first party, for checking quality of material and construction to ensure that it is as per the norms.
- 8.2** The first party shall supply 2 sets of drawings wherever necessary, specifications and guidelines to the second party for the proposed works.
- 8.3** Possession of the site will be handed over to the second party within 3 days of signing of the agreement.
- 8.4** The Engineer or such other person as may be authorized by the first party shall hold meeting once in a week where the second party or his representative at site will submit the latest information including progress report and difficulties if any, in the execution of the work. The whole team may jointly inspect the site on a particular day to take stock of activities.
- 8.5.1** The Engineer shall record his observations/instructions at the time of his site visit in a site register maintained by the second party. The second party will carry out the instructions and promptly rectify any deviations pointed out by the engineer. If the deviations are not rectified, within the time specified in the Engineer notice, the first party as well as the engineer nominated by it, may instruct stoppage or suspension of the construction. It shall thereupon be open to the first party or the engineer to have the deviations rectified at the cost of the second party.

## **9. Duties and responsibilities of the second party**

- 9.1** The second party shall:
- a) Take up the works and arrange for its completion within the time period stipulated in clause 5;
  - b) Employ suitable skilled persons to carry out the works;
  - c) Regularly supervise and monitor the progress of work;
  - d) Abide by the technical suggestions / direction of supervisory personnel including engineer etc. regarding building construction;
  - e) Be responsible for bringing any discrepancy to the notice of the representative of the first party and seek necessary clarification:





**Walchand College of Engineering, Sangli**

- f) Ensure that the work is carried out in accordance with specifications, drawings and within the total of the contract amount without any cost escalation;
- g) Keep the first party informed about the progress of work;
- h) Be responsible for all security and watch and ward arrangements at site till handing over of the building to the first party; and
- i) Maintain necessary insurance against loss of materials/cash, etc. or workman disability compensation claims of the personnel deployed on the works as well as third party claims.
- f) Pay all duties, taxes and other levies payable by construction agencies as per law under the contract (First party will effect deduction from running bills in respect of such taxes as may be imposed under the law).

**10. Variations / Extra Items**

The second party in accordance with the approved drawings and specifications shall carry out the works. However, if, on account of site conditions or any other factors, variations are considered necessary, the following procedure shall be followed:-

- a) The second party shall provide the Engineer with a tender for carrying out the Variation when requested to do so by the Engineer. The Engineer shall assess the tender, which shall be given within seven days of the request before the Variation is ordered.
- b) The tender given by the second party is will be technically assessed by engineer/ Construction committee and financial feasibility will also be checked. The first party has all right to alter the tender on technical realistic grounds.

On mutual approval of altered tender the content price shall be varied and first party at the mutually accepted tender/ rate shall execute the work.

- c) If the alteration in the tender is net acceptable to second party, the first party has every right to deploy the other agency to get executed the deviated/ extra item and for which no claim of first party will be entertained. In the said situation the first party will cooperate the other agency to complete the whole of the work in stipulated time period.

**Date: -**

**Bidder**  
**Page 16**

**Director**



## 11. Securities

The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer. The Performance Security shall be valid until period of maintenance from the date of issue of the Certificate of Completion in the case of a Bank Guarantee.

## 12. Termination

- 12.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 12.2 Fundamental breaches of Contract including, but shall not be limited to the following:
- (a) The Bidder stops work for 7 days and the stoppage has not been authorized by the Engineer;
  - (b) The Bidder has become bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
  - (c) The Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Bidder fails to correct it within a reasonable period of time determined by the Engineer/I/C work;
  - (d) The Bidder does not maintain a security, which is required;
- 12.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 12.4 If the Contract is terminated the Bidder shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

## 13. Payment upon Termination

- 13.1 If the Contract is terminated because of a fundamental breach of Contract by the Bidder, the Engineer shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law.

Date: -

Bidder  
Page 17

Director



Walchand College of Engineering, Sangli

- 13.2 If the Contract is terminated at the Employer's convenience, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Bidder's personnel employed solely on the Works, and the Bidder's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

#### **14. Dispute settlement**

If over the works, any dispute arises between the two parties, relating to any aspects of this Agreement, the parties shall first attempt to settle the dispute through mutual and amicable consultation.

In the event of agreement not being reached, the matter will be referred for arbitration by a Sole Arbitrator not below the level of retired Superintending Engineer, PWD to be appointed by the first party. The Arbitration will be conducted in accordance with the Arbitration and Conciliation Act, 1996. The decision of the Arbitrator shall be final and binding on both the parties.

**Date: -**

**Bidder**  
**Page 18**

**Director**



**Annexure I**

**BILL OF QUANTITIES**

Sr. No.	Description of Work	Qty.	Unit	Estimated Cost		Amount
				In figure (Rs.)	In Words	
As per Separate sheet of B.O.Q attached						

Date: -

Bidder  
Page 19

Director



Walchand College of Engineering, Sangli

**Annexure – 2**

**Format of certificate**

To,  
The Director,  
W.C.E., Sangli.

Subject: - About R.A/Final bill of vitrified flooring of cyber hostel

Certified that the works of Rs. \_\_\_\_\_ in respect of vitrified flooring of cyber hostel, at Walchand College of Engineering, Sangli have been executed in accordance with the approved drawing and technical specifications

Signature

**Engineer**

Place:

Date:

Office seal

*WCE-Hostel-Cyber*

**Date: -**

**Bidder**  
**Page 20**

**Director**



Walchand College of Engineering, Sangli

# Walchand College Of Engineering, Sangli

## Bill of Quantities

### Annexure – 1

NAME OF WORK: - VITRIFIED FLOORING OF CYBER HOSTEL

Sr. No.	Item	Qty in sqft.	Rate	Per	Amount
1.	Providing and fixing first quality Vitrified tiles of 0.60m X 0.60m size as per pattern indicated in architectural drawing of make Kajaria as approved by engineer for flooring & skirting in required position on existing rough Shahabad flooring using tile on tile and plaster of cm 1:4 bedding if necessary, neat cement float, filling joints with neat cement slurry, mixed with approved shade of pigment to match the colour of tiles, curing etc. complete as directed by engineer in charge. Including – Removing the material safely and properly from hostel rooms such as furniture, cupboards and bunk beds etc and stacking the material at suggested location and again placing at original position in hostel etc. complete with all leads and lifts as directed by engineer in charge. Tile Basic Rate 50/Sqft	5700.00	80.00	Sqft	4,56,000.00
<b>Total estimated cost of work Rs</b>					<b>4,56,000.00</b>

We agree to execute the works in accordance with the approved drawings and technical Specifications at ----- % above/below to the estimate – bill of quantities i.e. Rs...../- to the estimated costs, i.e., for a total contract (Rs. ....amount in words).

Signature of Bidder

Date: -

Bidder  
Page 21

Director