



ENGINEERING WING PALAKKAD

ISO 9001: 2008 CERTIFIED

TENDER DOCUMENT

VOL- II

CONDITIONS OF CONTRACT

PRICE BID

Name of work: Extension for the labour rest shed at
F S D Nileshwaram

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This tender document containing..... Pages and..... Fly leaves has been issued to M/s/ Shri

.....
..... vide cash receipt No. datedfor Rs
.....

Signature:

Date:

Designation: ASSISTANT GENERAL MANAGER (CE)

FOOD CORPORATION OF INDIA

PALAKKAD

FOOD CORPORATION OF INDIA

State: Kerala

Region: Kerala

Zone: South

Works Division: Palakkad

PERCENTAGE RATE TENDER & CONTRACT FOR WORKS

General Rules & Directions for the Guidance of Contractors

1. All works proposed for execution by contract will be notified in a form of invitation to tender posted in public place signed by the Assistant General Manager (CE.), Food Corporation of India, Engineering wing palakkad. This form will state the work to be carried out as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenderer and the percentage at which the security deposit shall be deducted from the bills of the successful tenderer. Copies of the specifications designs and drawings and a schedule of quantities and of rates of the various descriptions of works and any other documents required in connection with the work signed for the purpose of identification by the Assistant General Manager (CE.), Food Corporation of India, Engineering wing palakkad. shall also be open for inspection by the Contractor at the office of the Assistant General Manager (CE.), Food Corporation of India, Engineering wing palakkad. during office hours.
2. In event of the tender being submitted by a firm, it must be signed separately by each partner there of, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power - of - attorney authorizing him to do so, such power - of - attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act.
3. Receipts for payments made on account of work, when executed by a firm, must also be signed by the several partners, except where the contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.
4. Any person who submits a tender shall fill up the usual printed form, stating at how much percent above or below the estimated rates specified in Rule I, he is willing to undertake the work. Only one rate of percentage more or less over the estimated rates/schedule rates shall be named. Tenders which proposed any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more work shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer, written outside the envelopes.

4A. The rate (s) and / or amount (s) must be quoted in decimal coinage.

5. Assistant General Manager (CE.), Food Corporation of India, Engineering wing palakkad. or his duly authorized assistant will open tenders in the presence of any intending contractors who may be present at the time and will enter the amount of the several tenders in a Comparative Statement in suitable form. In the event of a tender being accepted, a receipt for the earnest money forwarded therewith shall be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule I. In the event of a tender being rejected, the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor making the same.

6. The Food Corporation of India shall have the right of rejecting all or any of the tenders, and will not be bound to accept the lowest tender.

7. The receipt of an accountant or clerk for any money paid by the contractor will be not considered as any acknowledgement of payment to the Food Corporation of India, and the contractor shall be responsible for seeing that the procures a receipt signed by the Assistant General Manager (CE.), Food Corporation of India, Engineering wing palakkad duly authorised cashier.

8. The memorandum of work tendered for, and the schedule of materials to be supplied by the Corporation and their issue rates shall be filled in and completed in the office of the Assistant General Manager (CE.), Food Corporation of India, Engineering wing palakkad before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and completed he shall request the office to have this done before he completes and delivers his tender.

Signature of Assistant General Manager (CE),
For and on behalf of the
FOOD CORPORATION OF INDIA

PERCENTAGE RATE TENDER FOR WORKS

I/We hereby tender for the execution for the Food Corporation of India of the work specified in the underwritten memorandum within the time specified in such memorandum at an amount of Rs.

(Rupees

i.e. (1) at estimated rate

(2) At % ()

Above estimated rates

(3) At % ()

Below estimated rates

(strike out whichever is not applicable entered in the Schedule mentioned in Rule I and in accordance in all respects with the specifications, designs drawings and instructions in writing referred to in Rule I hereof and in clause I of the conditions of contract, and with such materials as are provided for, by, and in all other respects in accordance with such conditions so far as applicable. I/We hereby agree to the percentage mentioned above being deducted from/added to the gross amount of the bills for work done.

Memorandum

- a) General description..... **Name of work:- Extension for the labour rest shed at F S D Nileschwaram**
- b) Estimated Cost **Rs. 73262/- (Rupees. Seventy three thousand two hundred and sixty two only)**
- c) Earnest Money **Rs.1470/- (Rupee One thousand four hundred and seventy only)**
- d) The successful tenderer hereafter referred to as the Contractor shall deposit an amount equal to 5% of the tendered and accepted value of the work put to tender (without limit) as Performance Guarantee as mentioned at Para 9(a) in form No. CE-5.
- e) Security deposit @ 5% of the tendered value of work put to tender without any limit in addition to the Performance Guarantee.

The Security deposit will be collected by deduction form the running bills of the contractor at the rates mentioned above and the earnest money, deposited at the time of tender, will be treated as part of the security deposit.
- f) Time allowed for the work from the 7th day after the date of written order to commence is

Should this tender be accepted, in whole or in part, I/We hereby agree (i) to abide by and fulfill all the terms and provision of the said conditions annexed hereto and all the terms and provisions contained in notice inviting tenders so far as applicable, and / or in default thereof to forfeit and pay to the Food Corporation of India, the sum of money mentioned in the said conditions. A sum of Rs..... is hereby forwarded in the form of Demand Draft of a Scheduled Bank as earnest money. If I/We failed to commence the work specified in the above Memorandum, I/We agree that the said Food Corporation of India shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money along with performance guarantee absolutely, otherwise the said earnest money shall be retained by them towards security deposit along with Performance Guarantee mentioned against clause (e) of the above mentioned Memorandum; (ii) to execute all the works referred to in tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered up to a maximum of **Twenty five** percent, at the rates quoted in the tender documents and those in excess of that limit, at the rates to be determined in accordance with the provisions contained in clause 12-A of the tender form.

Dated.....

The day of..... 20.....

Witness*

Address.....

Occupation

.....**

Contractor (s)

The above tender is hereby accepted by me on behalf of the Food Corporation of India.

Dated.....

The day of..... 20.....

Designation of the Officer ***

* Signature of witness to contractor's signature

** Signature of the Contractor (s)

*** Signature of the Officer by whom accepted.