

# **FLUID CONTROL RESEARCH INSTITUTE PALAKKAD**

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## **GENERAL RULES AND DIRECTIONS FOR GUIDENCE OF CONTRACTORS**

1. Tenders shall be placed in sealed covers superscribing the tender number and name of the work tendered for and addressed legibly to the officer inviting the tender. Full name and address of the tenderer should be written on the envelope as well as on the tender below the signature.
2. The specified amount of earnest money must be deposited either in cash or by a demand draft crossed "Account payee" drawn in favour of " Fluid Control Research Institute " payable at Palakkad. Cash should be paid to the cashier of the office and receipt obtained duly signed by the accountant. The cash receipt or the demand draft should be enclosed with the tender. Cheque will not be accepted.
3. The earnest money of the successful tenderer will be retained towards security deposit and in the case of others, will be returned on application.
4. Tenderers or their authorised representatives may present themselves at the time of opening the tenders.
5. No single tender should include more than one work. Separate tender should be submitted for each work.
6. All the pages of the tender documents and any other enclosures submitted by the tenderer must be properly signed or initialed and dated at the bottom right hand corner of each page, and also signed and dated at the place mentioned in the documents by the tenderer of such person or persons on his behalf as are legally authorised or required to sign for the tenderer. The tenderer shall in particular, satisfy the Institute that he is competent and authorised to submit the tender and to enter into a legally binding contract with the company on behalf of himself, his firm, company or corporation as the case may be. A person signing the tender or any document forming part of the tender on behalf of another shall be deemed to warrant that he has the requisite authority of sign for such other, and if, on enquiry, it appears that the person so signing has no authority to do so. The Institute may without prejudice to any other civil and criminal remedies, cancel the contract and hold the signatory liable for all costs and damages.
7. The schedule of quantities and rates should be carefully and properly filled in. All rates should be indicated in words as well as in figures. Erasures and alterations in the tender documents should be avoided. If any corrections are necessary, the original entry should be scored off and new entry legibly made duly attested by the full signature of the tenderer with date. Failure to do so may cause rejection of the tender by the Institute at its position. Additional conditions or stipulations, if any must be entered below the schedule or attested thereto, duly authenticated by the tenderer. Any statement and/cr letters signed separately and issued to the Institute either before or after the tender may not be considered.

8. If the tenderer be a firm, all partners of the firm or such person or persons as may be legally competent to sign for the firm should sign the tender documents. If the tenderer be a company, the common seal of the company should be affixed to the tender documents and the documents should be signed by such person or persons as may be authorised by the articles of association of the company to sign for and on behalf of the company. A copy of the articles of association should be sent with the tender. In any case, the tenderer should disclose his constitution and copies of all necessary legal documents in support thereof such as the duly registered partnership deed in the case of partnership firm should be submitted with the tender and the originals thereof should be produced as and when called for by the Institute.

9. Each tenderer, shall submit a declaration as to whether he is an individual, firm or association of firms, company or corporation and that he has successfully carried out works of the type and magnitude covered by these tender documents and has the requisite organisation including technical and other personnel and financial and other resources to handle the work. Full information, supported by documentary evidence shall be furnished by the tenderer in regard to the following, among other things, so as to demonstrate his ability to undertake the work as specified.

a) In the case of firm, company or corporation:-.

- i) The legal name, the nature of the business and the date and place of registration (including the state of incorporation where it is a corporation).
- ii) The authorised, subscribed and paid-up capital and
- ii) The names and addresses of all directors including those of the chief executive, president, secretary or the person authorised to bind the firm, company or corporation in the matter.

b) In the case of partnership the names and addresses of all the partners.

c) In the case of an association of firms, the details of all participating firms.

d) Previous experience, with details of work of the type and magnitude covered by those tender documents executed already together with a certificate of satisfactory execution of the works from a person not less than a rank of the executive engineer.

e) Details of other works, if any, tendered for and in hand on the date of submission of the tender.

f) Full details of technical personal of the tenderer who will be assigned to this work.

g) Complete details (with full specifications) of equipment which will be employed by him on the works covered by those tender documents.

h) Sufficient facts concerning financial resources with a certificate from his bankers regarding his credit worthiness and financial standing.

i) Certified copies of the registration as a contractor in any PWD, Railways or MES.

Non submission of documentary evidence on any of the aforementioned aspects may render the tender liable to summary rejection. The institute will be the sole judge as to the merits of the tenderer's ability to perform the work.

10. Unless specifically exempted, every tenderer shall enclose with the tender a proper income tax clearance certificate and sales tax certificate from the approved authority without which the tender may not be considered.

11. The quantities of work given in the schedule of quantities are approximate and are subject to variation depending upon the ground, strata and other conditions under which the works are actually carried out and cannot and shall not form the basis of a dispute regarding the rates to be paid or give rise to any claim for compensation on any account. The engineer also reserves the right to add, substitute or delete any of the items in the schedule of quantities and no extra claim on this account shall be entertained. Such variations shall form part of the contract and shall not be called in question.

12. Item-rate Tenders:

- a) The total amount calculated on the basis of the unit rates should be shown against each component item of works in the schedule of quantities and rates, and the final total of the contract price indicated at the end, as those are required for the purpose of comparing various tenders received. Tenderers are informed that the unit rates quoted by them will form the basis of payment for the actual quantities of work done and that no alternation therein or corrections thereto will be allowed after the tender has been delivered to the Institute.
- b) Unit rates should be expressed in words as well as in figures.
- c) If it is found on examination of a tender that there is any discrepancy in the total amount inserted in the schedule of quantities and rates. The Institute will correct the said details in accordance with the unit rates which will be binding on the tenderer as if set down by him.
- d) The unit rates inserted in the schedule of quantities and rates shall be all inclusive, covering the cost of personal equipment, materials, and other facilities and operations necessary for the satisfactory completion of the work and shall include all charges for handling, transport, land, lift, labour housing, sanitation and medical facilities for labour, construction tools and plant, electric power and water, consumable stores, workshop, insurance, payment of taxes and duties, watch and ward arrangements, lighting, pumping and all other expenses of every description which under the contract act are to be borne by the contractor.
- e) Tenders must cover the entire schedule of quantities and rates and addenda if any thereto. The institute will not entertain tenders for individual items of schedule.

13. When tenderer signs a tender in an Indian language, the total amount tendered should be written in the language also.

14. The contractor to whom the contract is awarded shall so arrange and plan the progress of work that the entire work is completed in all respects and handed over to the Institute within the period specified in the tendered notice reckoned from the date of the written order conveying acceptance of the tender. On this respect the time as against the contractor shall be of the essence of the contract.

15. The earnest money shall be liable to be forfeited without prejudice to the other rights and remedies of the Institute in the event of the tenderer failing ( a ) to keep his tender valid and open for acceptance by the Institute for and during the period of three months reckoned from the date of opening of tenders, or ( b ) to execute a formal instrument of agreement governing the contract within 15 days of the date of intimation of acceptance of tender, or ( c ) to furnish, the requisite certificates etc. within the specified time limits, or ( d ) to commence the work within fifteen days from the date of intimation of acceptance of tender. In the event of default on the part the successful tenderer as at (b) and (d) above the acceptance of the tender by the Institute may at the discretion of the company be demand to have been with drawn and cancelled. The Institute shall have the right to make other arrangements for execution of the work covered by the contract at the risk and cost of the selected contract or without prejudice to such other rights and remedies as the company may have against the contractor.

16. Successful and unsuccessful tenders will be advised of the result by the institute by a letter.

17. Should the tenderer have relative or relatives, or in the case of a firm or company of contractors, one or more of its shareholders or a relative or relatives of the shareholders employed in any capacity in the company, the tenderers should furnish complete information to that effect at the time of submission of the tender.

18. The work shall be executed as per the schedule of construction. The contractor may however, submit a phased programme of construction for the approval of the engineer and such an approved programme shall be strictly adhered to by the contractor or his representative at site who will also fix up with the engineer for a review of the progress of construction work daily and weekly. Notwithstanding the approved programme, the contractor shall carry out the work as per instructions from time to time for completing the works or part of the work of times of work required urgently, failing which the same will be got done through other agencies at the cost and responsibility of the contractor. Relevant clauses for compensation for delay may also be refunded to.

19. The Institute reserves the right to consider the tender as a whole or split up tender at its discretion and award the work / works to different contractors for which the contractors shall have no additional claims what so ever on that account.

20. Receipts for payment made on account of a 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 such receipts for the firm.

21. Tenders which do not fulfil all or any of the above conditions or are incomplete in any respect are liable to be rejected.
22. The right of accepting any tender or rejecting any or all tenders without assigning any reason is reserved.
23. The successful tenderer shall be required to execute an agreement in the prescribed proforma on a stamped paper of requisite value (at his cost) within 15 days from the date of issue of the letter of acceptance of his tender.
24. The contract, agreement or instrument, executed by the successful tenderer is subject to the General Condition of contract set out by the Institute which is a priced publication of the Institute and can be had on payment of Rs.50/- (Rupees fifty only).
25. For the work being tendered through these papers, all expressions therein as 'Institute' shall be considered as referring to 'Fluid control Research Institute', Kanjikode West, Palakkad – 678 623, Kerala.

**26. COMPENSATION FOR DELAY – LD (Liquidated Damages) Clause**

The time laid down for carrying out the work as entered in the time schedule for completion of work attached to the tender shall be strictly observed by the contractor and the work shall be completed in all respects within the dates stipulated therein. The work shall throughout the stipulated period in the contract be proceeded with all due diligence, (time being deemed to be of the essence of the contract on the part of the Contractor) and the contractor shall pay as compensation an amount equal to one percent or such smaller amount as the Engineer, whose decision in writing shall be final, may decide, of the tendered amount for the whole work for every week, or part there of, the work remains un-commenced or unfinished after the proper dates as aforesaid. The contractor shall further ensure that the work is executed with due diligence throughout so as to maintain a uniform rate of progress. Provided always that the entire amount of compensation to be paid under this clause shall not exceed 10% of the estimated cost as shown in the tender.

**SIGNATURE & ADDRESS OF  
CONTRACTOR**