



FACT – RCF BUILDING PRODUCTS LTD.

AMBALAMEDU – KOCHI. 682 303.

NOTICE INVITING TENDER

Sealed and competitive tenders in the prescribed forms super scribing the tender number thereon are invited from reliable and experienced contractors of sound financial standing for undertaking the works **as per the scope, schedule and terms and conditions** of contract etc. attached so as to reach the undersigned not later than **11.30 AM on 14-06-2019**

Tender No. : **FRBL/TEND042 dt. 28-05-2019**
Name of work : **Construction of new open drying Rack identical to the existing new drying rack.**
Cost of Tender document : **Rs. 100/-**
EMD : **Rs.12000/- in the form of DD in favour of FRBL Ambalamedu, exempted for MSME.**
Security Deposit : **10 % of the awarded amount which will be released on success full completion of guarantee period.**
Validity of the offer : **Two months.**
Period of contract : **One month..**
Date & time for issue of Tender forms : **up to 14-06-2019, 11 AM on all working days and working time (9.30 a m to 4.30 p m)**
Date & time for receipt of filled tenders : **14-06-2019– 11.30 AM at the HR/Administrative office tender Box. (Both PQ and Price part of the Bid) Two part bid system. 1st – Unpriced bid with all specifications and conditions and with declaration 1 & 11 duly filled. 2nd part – Price bid. Both in separate envelopes.**
Date, time & place of opening of tender : **14-06-2019 1.30 PM, at General Manager's office, (FRBL)'s**

Ambalamedu

29-05-2019

Dr. Anilkumar.N

General Manager (FRBL)

Scope of work

Construction of New open Drying Rack identical to the existing drying rack, including supply of all items except structural steel, for storing GFRPG Panels as per schedule of work , drawing and as per instruction of Engineer in charge. Major works are detailed below. Most of the items are included in the schedule and if any further item is required it has also to be arranged by the contractor. Any additional works or item supply required for completing the work is under the scope of the contractor.

- 1 Site clearing :Clearing and removing existing debris from proposed site to out of periphery.
- 2 Earth work : As required for foundation.
- 3 Foundation : RCC footing 12 Nos. as per structural drawing including supply and fixing of bolts for structural erection after demolishing the existing PCC floor.
- 4 Superstructure: Using structural steel work including primer and enamel finishing as per the drawing.
- 5 Floor beam: RCC beam with ISMC 150 at the top for supporting panel as per structural drawing / as In the existing / as per instructions. Any plate/ bolt required for fixing the ISMC 150 over the concrete floor beam are also to be supplied by the contractor at his own cost. . ISMC 150 shall be widened by welding ISA 65X65X6 at both ends. Top surface of the ISMC including the widened portion shall be at the same water level all over the drying rack. Top surface of the ISMC 150 with the added angle for widening shall be perfectly smoothed any welding projections shall be ground smooth. Providing 1200 nos drilled holes each on the top and bottom ISMC 150 for positioning the 15 mm GI pipe to support the panels are also comes under the scope of the Contractor. Drills holes provided at the top and bottom ISMC shall be on the same line so that 15 mm GI pipe will be perfectly vertical, when positioned. . Supply and positioning the 15 mm GI pipe is not under the scope of the contractor.

Special conditions

1. Quotation shall be submitted in two part bid system (refer clause 2 and its sub clauses – The Bid and its acceptance – FRBL General terms & conditions of contract.). 1st part (Technical unpriced bid)and 2nd part (Price bid) shall be submitted in two separate sealed envelopes clearly marked with tender number name of work, due date, name and address of the tenderer with phone number, Part 1 or Part 2 of the bid. Both the envelopes shall be put in another envelope super scribing all details as above. All PQ documents as specified in clause 2.5 FRBL General terms and conditions of Contract shall be submitted in Part 1 of the bid. Declaration -1 and 2 duly filled, signed and stamped (strike out the conditions which are not applicable in the declaration) shall also be submitted in Part 1 of the bid. Special conditions of contract, general terms and conditions of contract and schedule of work signed and stamped by the bidder shall also be submitted in Part 1 of the bid
2. Tenderer should visit the site and study about the construction of the existing new drying rack, assess the work involved, site conditions, labour situations etc. before submitting the tender.
3. FRBL will supply Electricity at one point only. Necessary distribution arrangements shall be done by the contractor at his own cost.
4. FRBL will supply the required structural for the super structure including the ISMC 150 and ISA 65X65 for the floor beam as free issue. All other required material shall be arranged by the contractor at his own cost. Work shall be done as per CPWD norms.
5. Free supply material shall be issued from FRBL Stores / yard and shifting the items to

6. Free supply material issued by FRBL shall be used in the most economical way to minimise wastage. A material reconciliation statement shall be furnished on completion of work for the free supply material.
7. All the required equipment, tools and tackles including welding and cutting sets, painting brush, welding and grinding consumables, crane etc shall be arranged by the contractor at his own cost.
8. The Contractor shall strictly observe all the safety and security regulations followed by the company. Personal safety protection equipments (PPE's) like safety shoes, safety helmets, full body harness etc. shall be arranged by the contractor, at his own cost as required.
9. Employees with ESI & PF No. alone will be permitted to work inside the Factory.
10. If Contractor has his own ESI and PF Codes then proof of remittance of ESI and PF contribution shall be submitted along with wage bills on 22nd of subsequent month. Employees drawing monthly salary above Rs.21,000/- but never been a member of PF Fund / Employees Pension fund shall be covered under appropriate policy like Employees compensation policy and health insurance policy. The details of such employees, designation, validity and the policy shall be furnished to HR department of FRBL for scrutiny and approval prior to commencement of work at FRBL.
11. If the contractor has not taken his own EPF and ESI code then necessary statutory forms duly signed by the workers such as EPF Form 11 and ESI I form 1 shall be submitted covering the workers under EPF and ESI by FRBL as principal employer. In such case the EPF and ESI contributions shall be deducted from the payment due to the contractor, according to the wage bill submitted by the contractor. Wage bill of preceding month shall be submitted on or before 5th day of every month.
12. The contractor should have their own EPF and ESI code numbers, in case the contractor is engaging his workers to more than one organization during the same wage period.
13. The contractor should provide an undertaking that they will ensure at least minimum wage to their workers. Contractor should give an undertaking that if any loss is incurred to the company as principal employer on account of any noncompliance of the statutory obligations by the contractor then it shall be recovered from any amount payable to the contractor.
14. Vehicles shall be fitted with spark arresters before entering FRBL premises.
15. Safety permit shall be taken from the concerned department before starting the work in each shift.
16. Security deposit – 10% of the contract amount shall be remitted before starting the work. EMD remitted shall be adjusted towards security deposit. Balance to form 10% of the contract amount shall be remitted as security deposit, before starting the work. Security deposits shall be released on successful completion of guarantee period. Agreement in stamp paper shall also be executed as per preform of agreement before starting the work.
17. Work shall be guaranteed against defective material / poor workmanship for a period of 12 months on completion of work.
18. Payment: Monthly Part payments up to 90% of the work done shall be made against bills certified by FRBL Engineer in charge. Balance payment shall be made on completion and certification by FRBL engineer in charge.
19. Our general terms and conditions of contract shall be applicable to this work also. If any condition in FRBL General Terms and conditions of Contract contradicts with any condition in this special condition then special condition shall be effective.
20. Quotation shall be submitted in the attached proforma for schedule of work/rates.

FRBL
GENERAL TERMS & CONDITIONS OF CONTRACT

1.0 SCOPE

- 1.1 To carry out the works as mentioned in the schedule of work. The contractor should attend to the works immediately to avoid production loss even if at odd hours or on holidays. All materials, tools, cutting torch, welding set, grinding set, consumables such as wires, welding rods, welding gas, gaskets etc. should be supplied by the contractor unless specified in the schedule. If any item to be supplied by FRBL is not available, it can be procured by the contractor after getting prior approval from FRBL, the amount will be reimbursed. Materials to be supplied by the contractor shall be got inspected by our engineer and only approved materials shall be used for the work. Material test certificates wherever asked for shall be produced.
- 1.2 Qualified and well experienced workers shall be engaged for the work under supervision of qualified and experienced supervisor.
- 1.3 Details of works to be undertaken with brief specifications are given in the schedule of work enclosed. The quantum of work indicated in the schedule of work may vary. Variation in quantities of individual items will be adjusted pro-rata. Some items may not be required to be executed and some items not included in the schedule of items may be required to be done as extra items, if found necessary during execution of work.
- 1.4 If any extra item of work is found necessary during the course of execution, the Contractor shall carry out such works also as per the instructions of the Engineer-in-charge. The rates for such items will be worked out in the following manner:
- i Based on allied items in the contract or
 - ii Based on FACT schedule of rates/DSR and quoted rates of contractor or
 - iii Based on actuals if the rates cannot be arrived at in any of the above manner. In this case the actual cost of materials, labour, incidental charges plus 10 % towards overheads and profit will be paid to the Contractor. For working out rates on the basis of actuals, the Contractor shall produce documentary evidence of various expenses incurred to him and details such as labour engaged shall be reported to Engineer-in-charge as and when engaged.

2.0 THE BID AND ITS ACCEPTANCE

- 2.1 The bids shall be submitted together with the required earnest money deposit before the due date and time. Delayed tenders are not likely to be considered.
- 2.2 Bidders shall be registered under the KVAT Act and shall furnish the registration number in their bids. Bids of parties not registered are likely to be rejected without assigning any reasons.
- 2.3 The Company reserves the right to reject any or all the tenders in full or in part without assigning any reason thereof.
- 2.4 There shall be two bid system followed for all tenders, in that the PQ documents shall for one part of the bid and the price part shall form the second part of the bid. Both parts of the bid shall be separately submitted in sealed covers before the last date-time of receipt of the bid indicated. On the date of opening of the tender, the price bid part shall be opened only after opening and duly satisfied on the PQ part of the bid, verified OK for all the Specific participants of the tender. Unless the PQ part of the bid is satisfactory, the price part of the bid shall not be opened for the particular bidder, which is binding on each bid participant. Also no more time shall be allowed to satisfy the PQ part of the tender for the failed participant in the bid, in that PQ bid part shall be opened

- first and the price bid part opened later if satisfactory on the very same day listed for Bid opening.
- 2.5 The PQ part of the bid shall contain following documents like., DD for EMD, Copy of PAN Card and GST Certificate, Registration/Constitution documents of the contractor, ESI and PF registration of contractor or in case ESI/PF codes/registration is not available, signed declarations I & II as per FRBL format, documentary proof of undertaking similar works for past two years, copy of balance sheet for past 2 years if available, list of employees, equipment/machinery deployment plan against schedule of work with timeline.(copy of Declarations I & II are attached).
 - 2.6 The Price part of the bid shall contain price quotation only as per the format prescribed with unit/lump sum rates as applicable with GST extra in INR.

3.0 RATES:

- 3.1 The rates quoted is for all the operations as per schedule and shall include labour charges inclusive of daily wages, holiday wages, leave wages, canteen subsidy, bonus, retrenchment benefits, incidental charges, profits etc. It shall also include elements of accident and medical expenses of labour.
- 3.2 The rates specified in the schedule of work shall include all royalties, taxes, octroi, duties, levies, service tax and license fees that the contractor may have to incur in performing the work including purchase of materials to be provided by the contractor unless specified otherwise. It is understood that the contract is a 'Works Contract' and is inclusive of Sales Tax on the consideration receivable by the contractor unless specified otherwise.
- 3.3 The rates quoted shall be firm till the completion of the works including extended period if any, and no claim for revision of rates on any account will be entertained. Also no claim due to variation of individual quantities will be entertained.

4.0 THE CONTRACTOR TO INFORM HIMSELF:

- 4.1 The contractor intending to quote shall before quoting study the tender terms and conditions, visit the work site and also the Engineer-in-charge and get a clear idea of the nature and scope of work, probable area of work, working space restrictions, labour situation with respect to availability, working hours, wages, benefits, terms of service, statutory and safety rules in the company etc. No claim on the grounds of ignorance of above conditions or change in above conditions will be entertained by the Company at any stage.

5.0 EMD, SECURITY DEPOSIT AND RETENTION MONEY:

- 5.1 The EMD shall be by Demand Draft from a Scheduled Bank drawn in favor of the F R B L and payable at Ambalamedu. When the EMD exceeds Rs.10,000/- a Bank Guarantee from any Scheduled or Foreign Bank registered in India as per our proforma shall also be accepted. The Bank Guarantee so furnished shall be valid for a period of Six months from the date of opening the tender and shall be extended for further periods in case of extension of validity of tender. No interest will be paid on the EMD. On the successful tenderer entering into the agreement and providing the Proforma bond, the EMD will be returned after acceptance of a tender is finally settled. Quotations not accompanied by EMD will be rejected.
- 5.2 Within 20 days of the receipt of the order, the contractor shall remit Security Deposit of a sum calculated at 10% of Work Order value including the EMD already with F R B L towards security for due and faithful performance of the contractor. The Security Deposit shall be as Demand Draft drawn in favour of F R B L, payable at any

Bank Guarantee as per our proforma from a Nationalised Bank, valid until all obligations of contractor including all warranties if any, are fulfilled.

- 5.3 The completed works shall be maintained for a period of three months from the date of completion of the work and taking over by F R B L. Defects noted in the work due to poor quality of materials and/ or workmanship during this period shall be rectified by the Contractor at his cost. The Security Deposit will be released only on completion of the maintenance period, provided the Contractor has cleared all dues and rectified defects, if any.

6.0 PAYMENT

- 6.1 Interim payments will be made depending on progress of work against running bills at 90 % of the value of part of work executed after deducting Income tax and any other amounts due to F R B L. However, the frequency of such bills shall be limited to once in three months.
- 6.2 Final contract value based on work actually performed and measured will be paid after completion of work in all respects, settlement of all pending claims on account of labour employed by contractor and after deducting all payments already made, liquidated damages, if any, Income tax, any other amount due to F R B L, etc.
- 6.3 The Contractor should provide detailed measurements of the work done in forms as per standard formats of F R B L. Bills shall be prepared by the Contractor in standard formats in quadruplicate and submitted in triplicate. The bill should contain the statements of detailed measurements with the computation of quantities for the part of work covered by the bill. Periodic statements of free issue of materials for verification shall be submitted indicating the quantity drawn, used and stock in hand.
- 6.4 Quantities shown in the schedule are tentative and can vary based on site requirement. Payment will be made for actual work done only. F R B L will have the right to omit or cancel any portion of the work or full work without giving any reasons and also for alteration or modification of any part of the work lay out etc. and the same shall be carried out by the contractor at the same rates quoted. No compensation will be paid to the contractor for the omitted /cancelled work. Scrap materials generated out of the work by way of dismantling of old items or waste from the new work shall be transported to the scrap yard.

7.0 TIME OF COMPLETION AND LIQUIDATED DAMAGES

- 7.1 The total period of completion of the work will be **one month** ~~±~~ from the date of receipt of Work Order / date stipulated in the Work to Proceed Notice.
- 7.2 If the works are delayed due to reasons attributable to F R B L or due to force majeure conditions, the contractor will be given suitable extension of time and will not be eligible for any other claim or compensation.
- 7.3 The Company will not be responsible for payment of any compensation for any hold-up of work due to a general strike or situation beyond the control of the Company.
- 7.4 If the work is delayed due to reasons attributable to the contractor, liquidated damages will be recovered from the contractor at the rate of 0.5% (half percentage) per week or part thereof for the value of delayed portion of work/ value of actual work done/ total contract value, subject to a maximum of 7.5% of the total contract value.
- 7.5 If in the opinion of the Engineer-in-charge the works are unduly delayed, F R B L will have the right to get such delayed items of work executed through any other agencies of their choice at the risk and cost of the contractor after giving seven days notice. The Company will have the right to terminate the contract if the works are unduly delayed after giving seven days notice. If loss or damages are caused to F R B L in the above process, the same shall be made good from the contractor.

- 8.1 The material issued by the Company will be available at Stores/ Workshop of F R B L. The contractor shall arrange transportation of these materials to the work site, at his own cost. JCB/Forklift facility and also electricity and water will be arranged by FRBL on free of cost. The balance materials should be returned to store/workshop.
- 8.2 The Contractor shall furnish a Material Reconciliation statement showing the details of materials drawn Versus Consumed for the work.
- 8.3 If the Contractor brings any material inside the factory, he should give a declaration at the security gate indicating the name of work, Work Order Number and the list of materials in triplicate and the triplicate must be kept by the Contractor.

9.0 SAFETY AND SECURITY:

- 9.1 The Contractor shall strictly observe all the safety and security regulations followed by the Company. The Contractor shall agree to faithfully observe the security regulations of the Company and any loss or damages incurred by the Company on account of the failure of the Contractor or his employees to observe the security regulations of the Company shall be on the account of the Contractor.
- 9.2 The Contractor shall conform to the provisions of Laws, Rules and Regulations in force for the time being with reference to the Factories Act, Kerala Workmen Compensation Act etc.
- 9.3 The Contractor shall ensure that his employees follow the Rules and Regulations of the Company. Safety gears, such as Helmet, goggles, glasses, shoes, belts, masks etc shall be provided by the contractor.
- 9.4 The Contractor shall comply with the provisions of all local/ state and other Government Rules and Regulations, byelaws and Orders etc. for the time being in force in the execution of works under the contract.
- 9.5 Any work connected with the electrical installation of the Company shall be done only after getting specific clearance from the Electrical Engineer of the Company.

10.0 TERMS OF ENGAGING LABOUR

- 10.1 The contractor shall observe all statutory labour laws/ regulations. Payment of daily wages, holiday wages, leave salary, bonus, retrenchment compensation etc. will be the responsibility of the contractor. The Contractor will be liable for payment of all claims or damages, compensation or expenses payable as a result of any accident or injury sustained by the workmen employed or hired by him in the execution of the contract which he is liable to pay by rule, law and order of the Government. The expenses if any, incurred by the Company on the above will be realised from the Contractor from any amount that is due to the Contractor.
- 10.2 Normally the contractor should have ESI and PF registration and only ESI and PF covered employees shall be engaged for execution of the work inside FRBL. The Contractor shall be responsible for all obligations statutory under ESI Act, PF Act, Rules and Regulations thereunder and such other Acts and Regulations as may be relevant. Deduction towards ESI, PF, required as per applicable statutory regulations shall be made by the Contractor and the amounts so deducted along with the Contractor's own contribution as applicable shall be deposited with appropriate authorities. Evidence of this shall be produced by the Contractor when called upon to do so by the Company and in any case every quarter. In case F R B L is called upon to pay any such expenses, these shall be reimbursed fully by CONTRACTOR, and F R B L shall be entitled to recover the same from CONTRACTOR's Bills. However the proof of remittance of ESI and PF under the contractor's ESI and PF codes shall be submitted to FRBL each month. All passes shall be obtained from the HR& Admin dept of FRBL before engaging the labor for work and wage rolls shall be submitted each month.

