

Rural Electrification Corporation limited
(A Government of India Enterprise)
Bangalore Project Office

Annexure-I
(BID FORM (Total four pages))

(The bidders should submit their acceptance only in Bid Form for the acceptances of REC's terms and conditions of Bid)

Name of the work :

Rain Water Harvesting and sump for drinking water at HIG House and other miscellaneous/petty work; i.e. Civil, Carpentry, plumbing, electrical, etc. at Office Building at 1/5, Ulsoor Road, 5 MIG and 3 LIG Quarters at BTM Layout and HIG House No.7, RMV Extn II Stage, Dollars Colony. **(as per detail given in Annexure-II)**

REC's Terms and conditions of Tender

1. Rate / Price

- i. The rates quoted by the bidder shall be firm rate without the price variation clause. The bidders should not claim for any price variation/escalation.
- ii. The bid submitted with a price variation/escalation clause will be treated as non-responsive and rejected.
- iii. Bid / rates quoted by the bidder shall remain valid for 180 days from the date of opening of bids for the purpose of acceptance and award of work; validity beyond 180 days from the date of opening shall be by mutual consent. No price variation/ cost escalation is accepted.
- iv. The rates quoted by the bidder should be inclusive of all the tax applicable, levies, excise duties, transit, insurance and freight etc.
- v. The Income Tax and any other taxes or charges as applicable will be deducted at source by REC from the successful bidder while making final payment.
- vi. The price quoted by the bidder shall remain firm during the entire period of contract and shall not be subject to variation on any account.
- vii. The bidder should quote the rate as specified in the scope of work. The bids submitted other than in the specified scope of work at **Annexure-II** shall be summarily rejected.

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2. Execution of work:

- i. **Time period of completion:** The successful bidder shall execute and complete the work as per specification/Scope of work mentioned in **Annexure-II** to the satisfaction of REC **within a period of 90 days from the date of award of work.**
- ii. The successful bidder to whom the work is awarded shall have to execute the work as per the work order.
- iii. REC is not responsible for the breakage/damage during the transit. In that case, it is the responsibility of the firm/contractor to whom the work has been awarded.
- iv. No extra cost shall be given for transportation, cost of laboureres, insurance etc., as the rates quoted is an all inclusive price.
- v. The contractor shall have to bring all the supporting materials for carrying out the above work.
- vi. The EMD will be released after a month from the date of successful completion of work.

3. Variation in square feet area / scope of work:

- i. The area mentioned in the scope of work is approximate. If there is any variation in the square feet of the measurement / scope of work, REC reserves the right at the time of award of the contract to vary the quantity specified in the scope of work without any change in the rate of square feet rate/scope of work.
- ii. The successful bidder to whom work is awarded shall be paid the full rate for the actual work done.

4. Performance Guarantee

- a) Performance Guarantee may be prescribed keeping in view the requirement of the procurement on case to case basis. On acceptance of tender, the successful bidder is required to submit the prescribed Performance Guarantee of 10% of the value of work order within 10 days of intimation of acceptance of tender for due and proper fulfillment of contract.
- b) The Performance Guarantee can be by way of Bank Guarantee in the prescribed format (Annexure-5) to be provided to REC Ltd. It should be by a Scheduled Commercial Bank and having its branch at Bangalore or in the form of Bank Draft in favour of REC Ltd drawn on a scheduled Commercial Bank, payable at Bangalore.

- c) In case, the supplier is called upon to deposit the Performance Guarantee and if the supplier fail to furnish the same within the prescribed period, such failure will constitute a breach of the conditions and REC Ltd shall be entitled to forfeit the EMD without prejudice to any other right to damage that the company may have in the matter.

5. Liquidated damages

For delay in completion of work, the liquidated damage @ 1% of order value per week or part thereof subject to the maximum of 10% of the order value shall be deducted.

6. Extension of time

Ordinarily no time extension shall be granted.

7. Payment terms

- i.. Normally the payment shall be made after completing the entire work to the satisfactions of the work. The payment shall be made by cheque by REC after deducting the applicable tax. However, part payment can be made for the satisfactorily completed work as per the discretion of REC.

- ii. Normally no advance payment is made. However, where this is no alternative but to make advance payment in the case of supply and completion of the work then such advance payment should not normally exceed the following limits :

(a) 30% value of the contract to private firms.

(b) 40% contract value to a State / Central Govt. agency

For advance payment shall be made against submission of Bank Guarantee for an amount equivalent to the advance released.

- iii. Balance and final payment will be made after completing the work within one month from the date of submission of Bill and Completion Certificate.

8. Completion Certificate

Within one month of the completion of the work the contractor shall be furnished a certificate for such completion.

9. Guarantee Period

Guarantee period should be 06 months from the date of completion of the works against any manufacturing defect/poor workmanship, poor performance., and in case of deficiencies are found during guarantee period, the same shall be repaired/rectified/replaced free of cost by the Contractors at their own risk.

10. Quality assurance:

The successful contractor should ensure the quality of material as per the requirement / discretion of REC.

11. Right to accept or reject tender

The right of acceptance of tender will rest with REC.

12. Insurance

Contractor shall at his own expenses carry and maintain insurance with reputable Insurance Companies for : (i) Employees State Insurance Act, (ii) Workmen's Compensation & Employer's Liability Insurance, (iii) Any other Insurance required under Law or Regulations or by Owner and (iv) Automobile Liability Insurance

13. Safety Regulations

Contractor shall adhere to safe construction practice and guard against hazardous and unsafe working conditions and shall comply with safety rules.

14. Other conditions

Qualification Criteria :

- (a) Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year should be atleast 70% of the estimated cost.
- (b) Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following :
 - (i) Three similar completed works costing not less that the amount equal to 40% of the estimated cost. OR
 - (ii) Two similar completed works costing not less that the amount equal to 50% of the estimated cost. OR
 - (ii) One similar completed works costing not less that the amount equal to 80% of the estimated cost

All the above terms and conditions of the tender as mentioned above are duly accepted.

Signature

Name of the authorized signatory

Name of the Company

Date

