



Indian Association for the Cultivation of Science
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NIT No: IACS/ELEC/2018-19/108

Date: 18.03.19

NOTICE INVITING TENDER

Sealed tender in single envelope is invited from bonafide, resourceful and eligible contractors to carry out the following job at IACS, Jadavpur, Kolkata.

Name of Work: Non-Comprehensive AMC for BOSCH make, intelligent addressable fire Detection & alarm system in the Main Building of IACS, Jadavpur, Kolkata.

Estimated Cost : Rs. 1,17,528/- Per Annum (inclusive of GST).

Earnest Money Deposit: **Rs. 2,350/-** (Rupees two thousand three hundred fifty only) has to be submitted as EMD with the bid document in a separate envelop marked as “EMD”. The EMD should be in the form of Demand Draft/Banker’s Cheque/Pay Order of a Scheduled Bank drawn in favour of “**Indian Association for the Cultivation of Science**” payable at Kolkata. The EMD will be released to the unsuccessful bidders within 45 days from the date of opening of tender. No interest shall be paid by IACS in this regard. However, in respect of the successful bidder, the EMD will be refunded after execution of Agreement between IACS & the bidder herein to be referred as Contractor. Tender submitted without the prescribed EMD in proper form & shape shall be summarily rejected.

Validity of offer & quoted rated: The offer should be valid & remain open for acceptance for a minimum period of 60 (sixty) days from the date of opening of the tender. The offer should be complete in all respects. **The quoted AMC service charge shall be inclusive of all taxes & duties including labour welfare cess etc.**

Currency of contract : The contract shall remain valid for a period of 12 (twelve) months from the date of handing over/taking over of site between IACS & the successful bidder subject to fulfillment of the terms & conditions as laid down in this tender document.

Termination of Contract: The contract may be terminated by serving one month’s notice from either side.

Cost of Tender Form : The intending bidders may submit the tender documents, downloaded from our Website (www.iacs.res.in), against a payment of Rs. 500/- + 5% GST = Rs.526/- (CGST & SGST @ Rs.12.50 rounded to Rs.13.00 each), per Set (Non refundable), in favour of “Indian Association for the Cultivation

of Science”, Payable at Kolkata. The payment should be made in the form Of Demand Draft/Pay order/Banker’s cheque (non- refundable) of a Scheduled Bank. The cost of tender should be sent in a separate envelope, along with the “Tender papers”. Tender paper, submitted without the Cost of tender shall be summarily rejected.

Tender Notice No.	NIT NO: IACS/EL/2018-19/108, Dated:18.03.19
Tender issue date and time	19.03.19 to 27.03.19 (up to 2.00PM on each working day)
Last date and time of application for physical sale	27.03.19 (up to 1.00 PM). Application should be made on printed letter head of the firm mentioning the NIT no. and name of work.
Date of site visit	25.03.19 at 3.30PM
Last date & time of submission of complete tender documents	27.03.19 (up to 3.00PM).
Date and time of Opening tender	27.03.19 at 4.00 PM
Place of pre bid meeting and Opening of Tender	Workshop conference room
Contact No.	Tel. +9133 2473 4971 (Extn. 1730/1720)

Tender Submission Date: On or before 27.03.19 (up to 3.00 PM). The offer shall be submitted in a sealed envelope. The outer envelope shall bear the Name of work, NIT No., due date, sender’s name etc. on the top of the envelope which would be addressed to the Registrar, IACS, Jadavpur, Kolkata-32. The complete tender has to be submitted to the Despatch & Receiving Section of IACS within the prescribed time & date.

Date of Opening : The Tender will be opened on 27.03.19 at 4.00 P.M. in presences of the intending bidders. If Holiday is declared on the Scheduled date of openings, the tenders will be opened on the next working day at the same time in presence of the intending bidders.

Eligibility Criteria :

- (a) The participating bidder should have Successfully completed one similar nature of work where, the value of the work should not be less than 80% of the estimated cost put to tender under Central/State Government, Semi-Government, PSU, Govt. funded Autonomous Body, large corporate or Industrial House in last 7 (seven) years to be reckoned from the date of issue of this NIT.

OR

- (b) The participating bidder should have Successfully completed two similar nature of work where, the value of each work should not be less than 60% of the estimated cost put to tender under Central/State Government, Semi-Government, PSU, Govt. funded Autonomous Body, large corporate or Industrial House in last 7 (seven) years to be reckoned from the date of issue of this NIT.

OR

- (c) The participating bidder should have Successfully completed three similar nature of work where, the value of each work should not be less than 40% of the estimated cost put to tender under Central/State Government, Semi-Government, PSU, Govt. funded Autonomous Body, large corporate or Industrial House in last 7 (seven) years to be reckoned from the date of issue of this NIT.

Definition of 'similar work':

Here, similar work shall mean, AMC for microprocessor based/conventional fire detection or alarm system. Installation, repair & maintenance of fire/smoke/heat detectors, hooters, Manual call points, response indicators, programming/addressing of the main fire detection panel/Repeater panels etc.

Mode of payment:

On monthly/quarterly basis through e-payment (within 45 days from the date of receipt of Complete & error free Bill in duplicate) against production of bill with all necessary supporting documents like field service reports etc. after successful completion of AMC for each month/quarter. Incomplete & erroneous bill will be kept pending until compliance report is submitted by the contractor.

Acceptance of Tender:

The IACS authority reserves the right to accept the lowest or any tender or can reject any or all the tenders without assigning any reason thereof.

Details of Bid Documents:

The "Bid documents" shall consist of the following documents:

Photocopy of (a) PAN Card, (b) Valid Trade License, (c) Valid Electrical Contractor's license, (d) GST registration certificates, (e) Bank Solvency Certificate. (f) Company Profile, (h) Credentials/experience certificates etc. and any other documents found to be suitable in support of their technical competency. Proofs of eligibility criteria i.e. copy of "Work Orders" and "Completion Certificates" thereof are required to be submitted.

Bank Name, Branch Name, IFS Code and MICR Code may be required for making payment through RTGS/NEFT.

Note: Each & every page of the tender documents must contain company's seal & signature of the bidder or their authorized representative. Letter of authority in the form of power of attorney has to be submitted with the tender documents in case the tender is signed by the authorized representative.

Complete Tender Document will also be available on the Website of I.A.C.S. at www.iacs.res.in which may be downloaded for submission. However, the downloaded tender must contain the requisite tender fees of Rs. 526.00 (Rupees five hundred twenty six only) in the form of Demand Draft/PAY ORDER /Banker's Cheque as mentioned in the EMD Column in a separate Envelope failing which the tender may be cancelled.

Conditional tender including conditional rebates shall not be accepted and shall be liable for rejection.

In case of any discrepancy is noticed, the office copy the NIT/tender documents will be considered as reference and shall be binding to the contractor.

The IACS Authority reserves the right to accept the lowest tender, reject any or all the tenders and to place the order on one or more firms without assigning any reason thereof. All the tenders should be in conformity with this NIT. Non-compliance may be the cause of rejection of tender.

Acting Registrar

Scope of work

The scope of work includes at least one visit in every month to check the healthiness of the whole intelligent AFD system contains the following

- 7 numbers of modules (LSN 0300A)
- FPA-1200-MPC-C Fire panel controller housed in FPA-5000 housings.
- Electrical wiring of the multisensory heat cum smoke detectors (FAP-425-OT), response indicators, Manual Call point, Hooters etc.
- Programming/addressing of the main control panel/repeater panel.
- Battery charging unit and other accessories of the AFD system, as required.

TOOLS, TACKELS & SAFETY ARTICLES

- Standard measuring instruments e.g. Tong Tester, Multi Meter, Megger Insulation Tester, Megger earth tester, phase sequence indicator, line tester etc should be provided by the Agency.
- Standard Tools i.e. Pliers, Chisels, Screwdrivers, Hammers, Hacksaw, Files, Brushes, all types of Wrenches, Cable Crimping m/c., including Neon Tester and Test Lamps, , should be provided by the Agency.
- Portable power blower, portable hammer drill machine, cutting & drill machine etc.
- Any other tools and tackles as may be necessary for break-down or periodic maintenance work should be provided by the Contractor at the time of requirement on urgent basis.
- All types of safety articles like safety gloves, safety belts, safety shoes, safety apron, helmet etc .are required to be provided by the contractor.

SPARES & CONSUMABLES

All consumables, tools & tackles, required for the AMC work have to be provided by the agency. However, if any hardware of the AFD system demands replacement due to wear & tear, malfunction, alterations shall be paid by IACS, subject to obtaining prior approval of the Competent Authority of IACS.

STATUTORY OBLIGATIONS

Person deployed for maintenance / operation work should be covered with insurance by the Contractor against any accident for which personal injury or loss of life may take place. No compensation will be given by the IACS for any reason what so ever.

It is to be explicitly undertaken by the Contractor that all statutory and legal requirements in respect of the manpower deployed by the Contractor shall be fulfilled by the Contractor themselves and IACS shall not be responsible in any manner directly or indirectly.

Any statutory obligation as may be required by the Government including Govt. of India / Govt. of W.B. should be fulfilled by the Contractor on their part.

SPECIFICATIONS AND OTHER TERMS & CONDITIONS

Unless otherwise specified in this tender, the work shall be governed as per CPWD Specifications and CPWD WORKS MANUAL. Also, IE Rules, IS Specifications etc. has to be followed as applicable. The Engineer-in-Charge should be consulted before taking any decision in this regard.

DETERMINATION OF CONTRACT

IACS may without prejudice to its other rights or remedy against the contractor in respect of inferior workmanship or any other provisions of this contract or otherwise may issue a notice in writing to absolutely determine the contract for the following case. If the contractor neglects to carry out his obligation under this contract and / or commits faults in complying with the terms & conditions of this contract even after giving written notice.

When the contractor has been made liable for action under the aforesaid cases, the IACS shall have powers:

- a. To determine or rescind the contract. Upon such rescission, the full security deposit recoverable under the contract shall be liable to be forfeited and shall be absolutely at the disposal of IACS.
- b. After giving notice to the contractor to measure up the work done by him in order to get the balance work done by another contractor. Any expenses which may be incurred in excess of the sum which would work had been executed by him, shall be borne and paid by the original contractor and may be deducted from any of his dues.

TERMINATION

The IACS authority reserves the right to terminate the Contract at any time by serving one month's notice without showing any reason whatsoever. Also, the contractor may serve one month's notice to get their contract terminated.

SPECIAL CONDITION OF CONTRACT

- The contractors should quote the rate in figures as well as in words, and amount tendered by them. The amount for each item should be worked out and the requisite total is given.
- All corrections shall be attested by the initials of the bidders with the seal of the firm. In case any discrepancy/difference is found on checking between rates quoted by the contractor in words and figures or in the amount worked out by him, the following procedure shall be followed:
 - When there is a difference between the rates in figures and in words, the rate which corresponds to the amounts worked out by the contractor, shall be taken as correct.
 - When the amount of any item is not worked out by the contractor or it does not correspond with the rate written either in figures or in words, then the rate quoted by the contractors in words shall be taken as correct.
When the rate quoted by the contractor in figures and in words tallies but the amount is not worked out correctly, rate quoted by the contractor shall be taken as correct and not the amount.
 - Amendments as mentioned above shall be based on the tender marked "Original" only.
- When a contractor signs a tender in an Indian language the tendered amount and the total amount tendered should also be written in the same language. In the case of illiterate contractors the rates or the amounts tendered should be attested by a witness.
- The IACS Authority is not bound to accept the lowest tender, and reserves the right to reject

any or all the tenders received and to place the order on one or more firms without assigning any reason. All tenders in which any of the prescribed conditions are not fulfilled or found incomplete in any respect shall be liable for rejection.

- The IACS reserves the right to accept the tender in full or in part and the bidder shall have no claim for revision of rates or other conditions if his tender is accepted in parts.
- Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing will be liable to rejection.
- All rates shall be quoted on the proper form of the tender alone
- An unconditional rebate which may be offered during submission of tender will be accepted and shall be considered during evaluation of the tender bid. However, after opening of tender, rebate may be considered only from the lowest bidder.
- Special care should be taken to write the rates in figures as well as in words and the amounts in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the words 'Rs.' should be written before the figure of rupees and words 'P' after the decimal figures, e.g. Rs. 2.15 P. and in case of words, the word 'Rupees' should be precede and the word 'Paisa' should be written at the end, unless the rate is in whole rupees and followed by the words 'only' it should invariably be up to two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.
- The contractor shall give a list of his relatives working with the IACS (if any) along with their designations and addresses.
- No employee of the IACS is allowed to work as a contractor for a period of two years of his retirement from IACS service, without the previous permission of the IACS. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the IACS as aforesaid before submission of the tender or engagement in the contractor's service.
- The intending bidders who will participate in the tender are allowed to witness the tender opening by putting their signature on the prescribed tender opening register/bid opening minutes.
- It will be obligatory on the part of the bidder to tender and sign the tender documents for all the component parts and that, after the work is awarded, he will have to enter into an agreement for each component with the competent authority in the IACS.
- The notification of award of contract will be made in writing to the successful bidder by Indian Association for the Cultivation of Science.
- The Employer concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers non-payment of wages or of deductions made from his or their wages which are not justified by their terms of contract or non-observance of the Regulations as mentioned above.
- The contractor shall keep the Employer saved harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the Employer in connection with any claim that may be made by any workmen.
- The contractor shall on the request of the Employer immediately dismiss from works any person employed thereon by him, who may in the opinion of the Employer be unsuitable or incompetent or who may misconduct himself. Such discharges shall not be the basis of any claim for compensation or damages against the Employer or any of their officer or employee.
- The whole of the works included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or underlet the contract or any part, share or interest therein nor, shall take a new partner, without written consent of the

Employer and no subletting shall relieve the contractor from the full and entire responsibility of the contract or from active superintendence of the work during their progress.

- The contractor shall be responsible for all injury to the work or workmen to persons, animals or things and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of himself or any sub-contractor or of any of his or a subcontractor's employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract. The clause shall be held to include interalia, any damage to buildings whether immediately adjacent or otherwise, and any damage to roads, streets, foot paths or ways as well as damages caused to the buildings and the works forming the subject of this contract by rain, wind or other inclemency of the weather. The contractor shall indemnify the Employer and hold harmless in respect of all and any expenses arising from any such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of compensation or damages consequent upon such claim.
- The Employer shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or accruing from or in respect of any such claim or damages from any sums due or to become due to the contractor.
- Statutory deduction of Income Tax/works contract tax as applicable shall be made from all interim and final payments as per extend statute.
- The successful contractor will be required to enter into an agreement in accordance with the Draft Agreement form enclosed & the schedule of conditions within 15 days from the date of the contractor is advised by the Employer/Architect that his tender has been accepted and he shall pay for all stamps & legal expenses incidental thereto. However, the written acceptance by the Employer of a tender will constitute a binding contract between the Employer and the person so tendering whether such formal agreement is or is not subsequently executed.
- All disputes or differences of any kind whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof of this contract or the rights touching or concerning the works or the execution of maintenance thereof of this contract or the construction remaining operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after determination foreclosure or branch of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice by either party to the contract to the other of them and to the Employer hereinafter mentioned be referred for adjudication to a sole Arbitrator to be appointed as hereinafter provided.
- For the purpose of appointing the sole Arbitrator referred to above, the Employer will send within thirty days of receipt of the notice to the contractor a panel of three names of persons who shall be presently unconnected with the organization for which the work is executed.
- The contractor shall on receipt of the names as aforesaid, select any one of the person's name to be appointed as a sole Arbitrator and communicate his name to the Employer within thirty days of receipt of the names. The Employer shall thereupon without any delay appoint the said person as the Sole Arbitrator. If the contractor fails to communicate such selection as provided above within the period specified, the Employer shall make the selection and appoint the selected person as the Sole Arbitrator.
- If the Employer fails to send to the contractor the panel of three names as aforesaid within the period specified, the contractor shall send to the Employer a panel of three names of persons who shall all be unconnected with either party. The Employer shall on receipt of the named as aforesaid select any one of the persons names and appoint him as the Sole Arbitrator. If the Employer fails to select the person and appoint him as the Sole Arbitrator within 30 days of receipt of the panel and inform the contractor accordingly, the contractor shall be entitled to

appoint one of the persons from the panel as the Sole Arbitrator and communicate his name to the Employer.

- If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another Sole Arbitrator shall be appointed as aforesaid.
- The work under the Contract shall, however, continue during the arbitration proceedings and no payment due to be payable to the contractor shall be withheld on account of such proceedings.
- The Arbitrator shall be deemed to have entered on the reference on the date he issued notice to both the parties fixing the date of the first hearing.
- The Arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing the award.
- The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The Arbitrator shall decide each dispute in accordance with the terms of the contract and give a reasoned award. The venue of arbitration shall be such place as may be fixed by the Arbitrator in sole discretion.
- The fees, if any, of the Arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award including the fees, if any, of the Arbitrator who may direct to and by whom and in what manner, such costs or any part thereof shall be paid and may fix or settle and amount of costs to be so paid.
- The fees, if any, of the Arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award including the fees, if any, of the Arbitrator who may direct to and by whom and in what manner, such costs or any part thereof shall be paid and may fix or settle and amount of costs to be so paid.
- The award of the Arbitrator shall be final and binding on both the parties.
- Subject to aforesaid the provisions of the Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force, shall apply to the arbitration proceeding under this clause.
- The Employer and the contractor hereby also agree that arbitration under clause shall be a condition precedent to any right to action under the contract with regard to the matters hereby expressly agreed to be so referred to arbitration.
- The intended bidders may inspect the site of works.
- All necessary personal safety equipment as considered adequate by the Engineer should be kept available for the use of the person employed on the site and maintain in a condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by those concerned.
- IACS Canteen facility may not be available for the contractor's employees.

TENDER

I/We have read and examined the notice inviting tender schedule of quantities, terms and conditions and all other contents of the tender document.

I/We hereby tender for execution of the work as per schedule of quantities as per specification and instructions.

I/We agree to keep the tender open for Sixty days from the date of submission and not to make any modifications in its terms and conditions.

A sum of Rs. _____ is hereby forwarded in Demand Draft/ Bankers cheque of a Scheduled Bank as earnest money which shall be retained by IACS towards security Deposit to execute all the works as per schedule of quantities.

I/We agree that should I/We fail to commence the work specified in the schedule of quantities an amount equal to the amount of the earnest money mentioned above shall be absolutely forfeited to the IACS without prejudice to any other right or remedy available in law.

Date _____
Contractor
Postal address

Signature of

Witness _____

Address/Occupation _____

Acceptance

The above tender is accepted by me for and on behalf of Indian Association for the Cultivation of Science for a sum of Rs. _____ (Rupees _____).

The letters referred to below shall form part of this contract agreement.

b) _____

For and on behalf of Indian Association for the Cultivation of Science

Date: _____
Signature _____
Designation _____