

TENDER FORM

Date :

To
The Registrar,
Indian Association for the Cultivation of Science,
2A & B, Raja S. C. Mullick Road, Jadavpur,
Kolkata – 700 032.

Dear Sir,

1. I/We having examined the drawings, specifications, designs relating to the works specified in the memorandum hereinafter set out and having visited and examined the site conditions of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender. I/We hereby offer to execute the works specified in the said memorandum and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in conditions of tender, the Articles of agreement, special conditions and 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 they may be applicable.

MEMORANDUM

(a). Description of work :- **“Annual Maintenance Contract for Fume Hood & allied laboratory furniture, equipment, duct etc. at different laboratories of Indian Association for the Cultivation of Science, Jadavpur, Kolkata – 700 032”.**

(a) Location of work : - 2A, Raja S. C. Mullick Road, Kolkata – 700 032.

(b) Estimated cost :- Rs. 7,00,000.00 per annum. (Approx.)

(c) Total Security Deposit :- Rs.14,000/- (E.M.D will be kept as security deposit for the entire period of contract.)

(d) Tenure of the A.M.C :- 1(One) year. (Extendable for further period on satisfactory performance, if agreed)

2. Should this tender be accepted, I/We hereby agree to abide by and fulfill the terms and provisions of the said conditions of contract hereto so far as they may be applicable or in default thereof to forfeit and pay to the Employer the amount mentioned in the said conditions.

3. We understand that the drawings, which are attached in the tender, are only to give an idea about the nature and magnitude of the construction work. Therefore, Owner reserves the rights to amend, add, alter or delete any construction details, which are deemed to be necessary for the proposed execution, and implementation of proposed scheme and the tender rates would not be altered thereby. No claim for compensation for loss or profit or otherwise shall be raised by us. We agree that we shall not raise any claim for price escalation on building materials and labour or due to any other reason.

4. I/We have deposited by Demand Draft/ Banker's Cheque as Earnest Money Deposit. I understand that Earnest Money Deposit will not bear any interest. Should I/We fail to execute the Contract when called upon to do so, I/We do hereby agree that this sum shall be forfeited by the Employer.

5. The list showing the particulars of large works carried out by me/us and the names of manufacturers of specialized items that will be used by me/us in the work are given below/ enclosed.

6. Our Bankers & their address are:

(I)

(II)

7. The name of partners/ Director / Proprietor of our firm are:

(I)

(II)

Name of the partner of the firm authorized to sign

OR

Name of person having power of attorney to sign

The contract (certified true copy of power of attorney
Should be attached)

Yours faithfully,

(Signature of Contractor)

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 Ninety days from the date of submission and not to make any modifications in its terms and conditions.

A sum of Rs.____14000.00_____ is hereby forwarded in Demand Draft/ Pay Order / 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_____

Signature of Contractor

Postal address

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.

a) _____

b) _____

For and on behalf of

Indian Association for the Cultivation of Science

Date : _____

Signature _____

Designation _____

General Rules and Conditions

In order to carry out day-to-day repair & maintenance works as well in the Lab. Fume Hood, allied Lab. furniture, equipment, duct, etc. quotations are invited from bonafide, resourceful, eligible and experienced contractors to carry out works on job card basis as and when required under the Civil Engineering Section of IACS. This maintenance contract shall continue for a period of one year commencing from the date mentioned in the work order. The contract will be subject to the following guidelines and other terms & conditions as mentioned below :-

1. Contractor should quote rate as percentage above or below or at par against all items of the BOQ. The rate indicated against each item should be comprehensive inclusive of all materials, labour, transportation, taxes inclusive service tax and VAT, duties or any other inputs unless mentioned otherwise. Bill shall be raised on quarterly basis and will be paid after proper securitization from our end. Statutory deduction of taxes shall be made at source as per prevailing Govt. rules.
2. Accessories like scaffolding, tools & tackles and suitable safety measures etc. required to execute the work is to be arranged by the contractor at no extra cost.
3. Water and electricity required shall be arranged by the contractor from the existing service points and this cost is treated to be included in the quoted rates.
4. While working the agency shall conform strictly to the safety and security norms & stipulations of the Institution.
5. The material and spares used shall be of ISI marked/best of quality and standard as per recommended by the Engineer – In – Charge.
6. The price quoted shall be valid for 3 months for acceptance by owner and the contract / prices will remain valid for another one year from the date of placement of work order. Placement of work order does not constitute any guarantee for any particular work. Separate Job-Card shall be placed from time to time depending on the actual requirements.
On satisfactory performance during one year, the tenure of AMC may be extended for further one year, if the agency agrees to carry out the work at the same price and terms & conditions.
7. During execution or after completion of work, site is to be properly cleaned.
8. IACS reverses the right to discontinue any / or all agencies from carrying out jobs at any time on the basis of unsatisfactory performance, misconduct or any other relevant reasons with a notice of one month.
9. IACS shall not necessarily provide storage/office/accommodation space to the contractor. Contractor on his own shall arrange necessary storage, office etc. for monitoring of works under qualified supervising personnel. IACS will not responsible for loss or damage of any property belonging to the contractor.

10. IACS reserves the right to engage more than one contractor for this maintenance contract.
11. Security of keeping any material belonging to the contractor within the campus of IACS shall be the sole responsibility of the contractor.
12. The contractor should comply minimum wages Act, workman compensation Act and any other labour act or regulations applicable with this contract. No. person below 14 years age should be employed by the contractor.
13. The contractor should always be ready with proper manpower for execution of emergency works. IACS reserves the right to place order for three or six months initially to examine or judge the capability of the contractor.
14. Canvassing whether directly or indirectly in connection with tenders is strictly prohibited and tender submitted by the contractor who resorts to canvassing will be liable to rejection.
15. Income Tax, Sales Tax, purchase Tax, Turnover Tax, Vat, Service Tax or any other Tax on material and labour in respect of this contract shall be payable by the contractor. Contractor should quote the price including all taxes as mentioned and as applicable. IACS will not entertain any claim whatsoever in respect of the same.
16. The Earnest Money would be kept as Security Deposit for the successful bidder and the same would be released after satisfactory completion of full tenure of the A.M.C.
17. The contractor shall submit the bill for individual jobs supported by detailed measurement in due course and shall provide necessary assistance, labour and tools for checking the measurement and quality of work.
18. The contractor shall execute the whole and every part of the work in the most substantial and workman like manner both as regards materials and otherwise in every respect in accordance with specifications.
19. Security deposit will be refunded to the contractor if no complaint is pending till expiry of the contract.
20. The contractor shall provide all safety measures to his workmen.
21. First AID Box shall be made available by the contractor.
22. It is also a term of the contract of the contract that if the contractor does not raise any claim in writing within 90 days from the date of cancellation, termination, completion or abandonment, the claim of the contractor shall be deemed to have been waived and absolutely barred and IACS shall be discharged and released of all its liabilities under the contract in respect of these claims.

TERMS AND CONDITIONS

1. Submission of a tender/quotation by a tenderer /quotationer implies that they have inspected and examined the site and its surrounding and satisfied themselves as to the nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves, obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender.
2. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools and plants, water electricity, access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract document.
3. The tender/quotation for the work shall remain open for a period of ninety days from the date of opening of tender /quotation. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to IACS, then the IACS shall without prejudice to nay other right or remedy be at liberty to forfeit of the said earnest money as aforesaid.
4. The tenure of the Annual Maintenance Contract is 1 (one) year from the date of placement of the order. The EMD is Rs. 14,000.00 to be paid in favour of **“Indian Association for the Cultivation of Science”** in form of Demand Draft/Pay Order / Bankers Cheque.
On satisfactory performance during one year, the tenure of AMC may be extended for further one year, if the agency agrees to carry out the work at the same price and terms & conditions.
5. The Part I (Tech. Bid) of the tender will be opened at 3.30 P.M on 10.05.2017 in presence of the intending bidders/ their authorized representatives.
6. All conditions/terms listed under “Terms and Conditions” are applicable for all tenders/ quotations.
7. The successful tenderer/contractor, on acceptance of his tender by the accepting Authority, shall within 15 days from the stipulated date of commencement, sign the contract/agreement on non-judicial stamp Paper.
8. Indian Association for the Cultivation of Science (IACS) does not bind himself to accept the lowest or any tender and reserves to himself the authority to reject any or all tenders received without the assignment of any reason.
9. The successful bidder shall submit Rs. 20,000/- as the initial Security deposit after placement of letter of Indent before placement of work order. This Rs. 34,000/- (Rs. 20,000.00 as security deposit and Rs. 14,000.00 as EMD) kept as Security Deposit during the complete tenure of contract.

