

**PART-I**  
**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 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 petty civil works in IACS.
- (b) Location of work: 2A & 2B, Raja S. C. Mullick Road, Kolkata – 700 032.
- (c) Earnest Money Deposited: Rs.38,000.00
- (d) Estimated cost: Rs.15.00 Lakh (Approx.)
- (e) Total Security Deposit: E.M.D. will be kept as security deposit during the tenure of the work.

2. Should this tender be accepted, I/We hereby agree to abide by and fulfil 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. I/ We shall not 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 during the tenure of the work.

4. I/We have deposited the amount 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. Our Bankers & their address are:

(I)

(II)

7. The name of partners 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)

## GENERAL TERMS AND CONDITIONS (I)

1. Submission of a tender/quotation by a tenderer/ quotationer implies that they have inspected and examined the site and its surroundings 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 acceptance 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 any other right or remedy be at liberty to forfeit 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.38,000.00** to be paid in favour of “**Indian Association for the Cultivation of Science**” in form of **Demand Draft/ Pay Order**. **In view of the satisfactory performance by the contractor, extension of AMC may be granted with the approval of the competent authority.**
5. The Part-I of the tender will be opened at **3.30P.M on 06.03.2011** 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 Director, 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.

### **-3-General terms & conditions (II)**

In order to carry out day-to-day repair & maintenance works as well as urgent addition & alteration jobs, quotations are invited from bonafied, resourceful, eligible and experienced contractors to carry out works on job card basis of maximum value of Rs.5,000.00 each case, as and when required under the Civil Engineering Section IACS. The maintenance contract shall continue for a minimum period of one year commencing from the date as mentioned in the work order. The contract shall 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 items w.r.t the current WB-PWD schedule of rates effective from August '2010 including all civil works including original or maintenance items and Sanitary & Plumbing works etc. The rates indicated against each item should be comprehensive inclusive of all materials, labour, transportation, taxes, duties, or any other inputs unless mentioned otherwise. Bill shall be raised on monthly basis and will be paid after proper scrutinization from our end. Statutory deduction of taxes shall be made at source.
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 in vogue.
5. The material and spares used shall be of standard ISI marked and as 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-Cards shall be issued from time to time depending on the requirement.

7. During execution or after completion of work, site is to be properly cleaned from any unwanted materials, debris etc. up to the satisfaction of the Engineer-in-Charge.

8. IACS reserves 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 prior notice of one month.

9. IACS shall not necessarily provide storage/office/accommodation space to the contractor. Contractor on his own shall arrange necessary store, office etc. for day to day monitoring of works under qualified supervising personnel. IACS will not responsible for loss or damage of any property belonging to the contractor.

10. The contractor(s) to whom the job shall be awarded is required to attend the Engineering office daily and during any exigency as deemed necessary by owner and attend the complaints on regular basis.

11. IACS reserves the right to engage more than one contractor for this maintenance contract. IACS also reserves the right to split the order, dividing it to different sub heads as deemed fit or suitable to more than one 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 of age should be employed by the contractor.

13. Security of keeping any material belonging to the contractor within the campus of IACS shall be the sole responsibility of the contractor.

14. 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.

**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 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. \_\_\_\_\_ 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 an amount equal to the amount of the earnest money mentioned above shall be absolutely forfeited to IACS without prejudice to any other right or remedy available in law.

Date \_\_\_\_\_

Signature of Contractor

Postal address

and stamp

Witness \_\_\_\_\_

Address/Occupation \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### **General Rules and Directions**

- a. The tenderer shall fill in the rates both in words and figures. The amount against each item is also to be filled in. In case of any discrepancy, the rates quoted by contractor in words shall be taken as correct.
  - b. Sales Tax, Income tax, purchase tax, turnover tax, Vat, service tax or any other tax in respect of this contract shall be payable by the contractor. IACS will not entertain any claim whatsoever in respect of the same.
  - c. Canvassing whether directly or indirectly in connection with tenders is strictly prohibited and the tender submitted by the contractor who resorts to canvassing will be liable to rejection.
  - d. The Earnest money deposit would be kept as Security Deposit for the successful bidder and the same would be released after satisfactory completion of full tenure of the Annual Maintenance Contract.
  - e. On acceptance of tender, the name of the accredited representative of the contractor who would be responsible for taking instructions from the Engineer in Charge shall be communicated in writing to the Engineer in Charge.
  - f. All the works shall be carried out as per W.B.PWD Schedule of Rates- August' 2010.
  - g. The contractor shall submit the bill for individual jobs in duplicate supported by detailed measurements in due course and shall provide necessary assistance, labour and tools for checking the measurement and quality of work.
  - h. The splashes and dropping from cement work, white wash colour wash painting etc. on walls, floors, windows etc. shall be removed and the surface cleaned as soon as these items are completed in individual rooms, quarters or premises etc. In case the contractor fails to comply with the requirement, the Engineer-in-charge shall have the right to get this work done at the cost of the contractor either departmentally or through other agency after notice to the original contractor.
  - i. 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. Unless otherwise given in the contract documents the specification will mean standard specification of West Bengal Public Works Department 2010. Plus/minus the percentage by which the tenderers agrees to execute the works on the basis of PWD-2010 Schedule of Rates.
  - j. The contractor shall provide all necessary superintendence during execution of work and as along thereafter as may be necessary for proper fulfilling of the obligations under the contract.
  - k. Security deposit will be refunded to the contractor if no complaint is pending till expiry of the contract.
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- i. (i) The contractor shall pay their workers as per the provisions of Minimum wages Act fixed and notified by the Government from time to time. No labour below the age of 14 years shall be employed to act as a workman.

(ii) First AID Box shall be made available by the contractor at all work sites.

(iii) The contractor shall provide all safety measures to his workmen like working platform, suitable scaffolding, gangways, ladder, helmets, gumboots, gloves safety belts, insurance coverage etc. according to the situation and nature of work.

(iv) In every case where compensation is to be paid to a workman employed by the contractor, as per provisions of Workmen's Compensation Act. The contractor shall arrange to pay such compensation in full and IACS will recover the same from the dues and/or security deposit of the contractor and make arrangement to pay the same to the concerned.

m. In case of any dispute arising out of this contract during the progress of the work or after the cancellation, termination, completion or abandonment, the decision of the Director, IACS, shall be final and binding on the contractor.

n. It is also a term 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.