

Visva-Bharati



Engineering Department

Tender Notice No. 2018-19/06

Dt. 08/10/2018

Item rate sealed tender in the prescribed form for the under mentioned works are invited from the manufacturer of the Lift (JOHNSON Private Limited).

Bids in the prescribed manner shall be received along with requisite Earnest money deposit (EMD) in the office of University Engineer ,Visva-Bharati and will be opened at 15-30 Hrs. on same day in presence of the intending bidder. Tenders received after due date & time will not be entertained. Incomplete or conditional tender is liable to be rejected.

For any clarifications / further information, the bidders may contact the undersigned.

Name of work	Fees/EMD	Amount	To be paid by
Comprehensive Annual Maintenance Contract (AMC) and operation of 3 (Three) nos. 13 passengers (Gearless with machine room) of JOHNSON make Lifts (Building elevators) at Vidya-Bhasha Bhavana, Visva-Bharati, Santiniketan, with contract period of 36 months.	EMD	Rs.10,000.00	In form of DD in favour of Accounts officer, Visva-Bharati, payable at Santiniketan.

Important dates

Last date of submission of bids : **30/10/2018 at 15.00 hrs**

Opening of bids : **30/10/2018 at 15.30 hrs**

Tender Document Details (Go through the Visva- Bharati Web site)

1. INSTRUCTION TO BIDDERS & SCOPE OF WORK - SECTION – 1
2. PREQUALIFYING REQUIREMENTS & CRITERIA - SECTION – 2
3. CONDITION OF CONTRACT - SECTION – 3
4. GENERAL TERMS AND CONDITIONS - SECTION – 4
5. BILL OF QUANTITIES - SECTION – 5

University Engineer
Visva- Bharati

Memo No. Engg./

/2018-19

Date :

copy to:

1. The Accounts Officer, Visva-Bharati.
2. Assistant Engineer (Elect.), Santiniketan.
3. Section Officer (E.A.), Engineering Department.
4. Section Officer (G), Engineering Department.
5. Estimator, Engineering Department.
6. In-charge Computer Centre/ University Webmaster- To upload it in the University Website.
7. Notice Board
8. Jhonson Private Limited,339 Laskarhat,171 Picnic Garden Road, Kolkata, W.B.
9. Work File.

University Engineer
Visva- Bharati

SECTION -1

(INSTRUCTION TO BIDDERS & SCOPE OF WORK)

A: Instruction to Bidders

Broad check list of Documents to be submitted along with Technical bid is given below. The list is indicative (not - exhaustive) for guidance only

Sl. No.	Description of Documents to be submitted along with Technical bid
1	Brief description of the methodology
2	Earnest money deposit
3	Original Bid documents duly signed and stamped on all pages by the bidder
4	Written Power of Attorney on stamp paper in favour of person signing the tender documents.
5	Copies of affidavit for sole Proprietorship / Partnership deed / Memorandum and article of Association along with the details pertaining to place of registration, principal place of business of the firm etc.
6	Copy of PAN no. allotted
7	Service tax registration certificate
8	Letter of submission as per Proforma – 1
9	Letter of acceptance as per Proforma – 2
10	List of similar works completed during last 5 years as per Proforma – 3
11	Declaration by the bidder on non-judicial stamp paper of value of Rs.10/- duly attested by notary/Magistrate as per Proforma – 4

The above list has been provided to facilitate the bidders to quickly go through the tender document before submission of bid to ensure compliance with regard to submission of documents. However, provisions in tender documents will prevail over this list.

B: Scope of Works

1.0 Scope of work

Providing Comprehensive Annual Maintenance services of 03 (three) nos. of Johnson make lifts installed at Vidya-Bhasa Bhavan of Visva-Bharati, Santiniketan, West Bengal 731 235

The objectives of the comprehensive maintenance services for electrical and mechanical equipment are to ensure the Lifts installed at Vidya-Bhasa Bhavan of Visva-Bharati, Santiniketan always remain functional and maintained to achieve optimum life and safety. To ensure safety of the personnel, required measures are to be taken and consistently maintained for efficient operations.

The scope of works for which bids have been invited will broadly be as per spectrum of services detailed in this document (please see Clause-3 of this section).

However, bidders are advised to visit the site and assess the actual quantum of work before submission of bids.

1.1 Building infrastructure details:

Visva-Bharati is a Central University having national and international importance; it's an Autonomous Institute under UGC, Govt. of India. The University has been spread over large twin campus. Vidya-Bhasa Bhavan is one the Institute of university where all language departments and their language Labs are accommodated. The complex has four storied building mainly used for Classes, seminar, workshop, Department and Principal's Office. Approximately 1500 people would occupy and work in this complex at a time. The office operating timings are from 09-00 hrs. to 18-30 hrs. However, the contractor will ensure their services under the scope this work are available as and when required at no extra cost to University. Installations will have to be maintained functional at all time for which necessary maintenance works or rectification works should be scheduled without hindrances to the functional aspects of academic and office services without any extra cost to the University.

2.0 Contract Period:

2.1 The successful bidder will be awarded the work for 36 months.

2.3 Visva-Bharati reserves the right to rescind the contract agreement at any time by giving 15 days-notice if the services of the contractor are not found satisfactory or not up to the standards OR at any stage, if it is found that bidder has secured the contract through fraudulent means, documents, information based on which the bid of the successful bidder has been accepted or non-fulfillment of any other obligation on the part of the contractor as per provision of tender/contract. The decision of Visva-Bharati in respect of above will be final in this regard **(please see clause 4 of section 3-conditions of contract)**.

3.0 The Service provider shall perform preventive maintenance (monthly / quarterly) and corrective maintenance to the equipment mentioned above and its accessories as per service manual of the OEM. The service provider shall regular examine elevator equipment and provide gear oil, lubricants, grease, break shoe, push buttons of car and landing etc. required for proper maintenance of the lifts / elevators.

Note: The contractor has to repair / replace items which are absolutely required for operation & maintenance of equipment in working condition under their scope, beyond they may obtained necessary approval from competent authority of Visva-Bharati before repairing to make good to service the equipment.

4.0 The contractor shall attend to any maintenance problems and rectify the defects within the time limit set against different classification of rectification work as stipulated below:

a) Minor/Medium rectification works- within 24 hours of notification to the contractor by Visva-Bharati such as, but not limited to,

- i. Repair / replacement of switches sockets plugs misc. electrical / mechanical faults, misc. repair/rectification works including cleaning of contacts, contact points, earthing points & filters etc.
- ii. Replacement of eyelets, socket, lugs & gaskets etc. in panels or motors.

b) Major rectification works/capital repair- within 72 hours of notification to the contractor such as but not limited to Transformer and replacement of certain non-stocked spare parts (not locally available in Santiniketan etc.) which require the justification for 72 hours work schedule.

However, in case of any doubt in classification of rectification work, contractor can give technical justification and ask for extra time for approval of Visva-Bharati who will have power to grant such extra time/change the classification of rectification work depending upon the correct technical justification and a reasonability of time scheduling for such extension/change of classification of a particular rectification work.

- a) In case of un serviceability / dysfunction of the equipment for a period longer than as stated above Penalty as detailed below shall also be imposed on the contractor and the amount will be recovered from their respective monthly bills.

Sr. No	Period	Penalty	Remarks
1	4 to 7 consecutive days in a plant	@ 20% of respective monthly bill	In case the period is repeated in the same month, penalty will be worked out on pro-rata basis.
2	8 to 15 consecutive days in a plant	@ 40% of respective monthly bill	
3	More than 15 days	Respective monthly bill	

NOTE: In exceptional cases, competent authority may consider to extend the time limit mentioned above only when reasons for delay are not attributed to the Contractor. The decision of competent authority shall be final and binding on the contractor in respect of category of rectification of defects. However, all complaints will be attended promptly and the time limit set for each category is the maximum time limit.

5.0 A snag list of the installations covered in the present scope of work shall be prepared jointly by successful bidders & Visva-Bharati so as to complete the defect-rectification work well before the actual contract period is over. However, nothing shall be paid extra for preparation of snag list and preparation of snag list will not be considered as date of start. In case contractor is asked in writing to arrange rectification of any defect at the time of accepting the work order of AMC, the cost of rectification shall be reimbursed to him on actual basis.

Note-1: Any damage to the installations during the currency of contract will be made good by the contractor without extra cost to Visva-Bharati. Further, contractor would also indemnify Visva-Bharati for the damages caused due to negligence in imparting the services.

Note-2: Successful bidder shall submit copy of agreements with specialized agencies/associates of repute duly approved by Visva-Bharati including with OEMs agencies at the time of start of work as mentioned in above sub-clauses of clause-3.0.

6.0 Responsibility of the contractor at end of the contract period:

- a. All equipment taken for maintenance during the contract period shall be handed over back to Visva-Bharati in good working condition.
- b. Any equipment taken outside for repair from Visva-Bharati Campus shall be handed over in good working condition well before the end date of contract
- c. Passes issued by Visva-Bharati to the contractor' employees if any shall be handed over to Visva-Bharati representative.
- d. In case any equipment not handed over to Visva-Bharati in good working condition, then Visva-Bharati would get them repaired/procured on its own from other sources at the risk & cost of the contractor and the cost (**along with 20% extra Charge**) incurred shall be deducted from any payment due to him/security deposit.

6.1 All the employees of the contractor shall be in proper neat & clean uniform (including shoes) and will behave courteously, disciplined and professional manner maintaining absolute integrity during their duty / service hour in Visva-Bharati Campus. The employees of the contractor shall display their photo ID cards duly issued and signed by the contractor while attending to the complaint in Visva-Bharati Campus.

6.2 Visva-Bharati can carry out any surprise inspection, without any notice and deficiencies in service equipment, spares, manpower or any other position of contract pointed out in inspection register maintained by contractor or through other means shall be made good by contractor failing which risk & cost provisions for deficient service shall be invoked.

7.0 FREQUENCY OF MAINTENANCE

The bidder shall carry out the maintenance services at the frequency detailed in **maintenance schedule** & as per guide line of OEM maintenance manual. Agencies have to attend to break- down service as and when required. The frequency may be increased depending up on requirement at site. As a whole it is to ensure that the equipment are well maintained at all the time. The work will be carried out at suitable timings to ensure that Visva-Bharati's academic and office work is not disturbed.

Note-1: The date of servicing carried out and next due date of servicing in respect of systems shall be neatly painted on assets in small fonts for effective monitoring.

Note-2: The contractor is required to submit preventive periodical maintenance schedule for approval of Visva-Bharati at the time of starting the work after attending the scheduled/routine maintenance, contractor will submit service report (s) of OEMs as and when preventive periodical maintenance of any installation becomes due/ is carried out.

7.1 Contractor will train two to four persons nominated by Visva-Bharati to make them capable for Emergency rescue of the trapped passengers, as and when necessary.

8.0 OTHER REQUIREMENTS TO BE FULFILLED BY THE BIDDER:

8.1 All liaison work in respect of legal obligations of Visva-Bharati for this Contract in terms of any accident/ incident / inspection, Govt. department's viz. WBSEDCL or Other Govt. / local authorities like: Pollution control board, Central Electricity Authority etc. shall be carried out by the contractor. However, contractor will provide / furnish such information to Visva-Bharati as may be required during investigations.

8.2 Bidder should in his technical bid provide detail of the manpower and equipment, bidder proposes to be used/ deployed by him/ those to render the Services covered in these Tender documents.

8.3 Bidder has to provide a list of spares which are to be replaced / required on a regular basis for necessary action at Visva-Bharati

8.4 An undertaking for supply of spares for various assemblies (components) & subassemblies of manufacturer obtaining a clearance from various OEMs shall be submitted.

Maintenance Schedule

Contractor has to carry out monthly / quarterly & seasonally as per guide line of OEM manual & as per schedule. In addition to it they have to attend the break down as and when required.

ITEM	METHOD OF PREVENTIVE MAINTENANCE
	MONTHLY SERVICE:
Alarm bell	The mechanic will manually test the alarm bell To make sure it is operational and that the alarm Bell is putting out the appropriate decibel level
Safety edge	Manually check safety edge for proper Retraction and make any adjustments necessary
Door open button	Test door open button. Make sure operating Correctly and freely
Call button	Test for proper operation. Check and replace if Needed indicator bulbs. Lubricate button and Replace light bulbs as needed
Car door	Check for speed and proper door torque in Accordance with ansi a17.1. Lubricate freight Door guide rollers, clean chains, brackets
Scavenger pump / Motor	Check scavenger pump for proper operation. Check & inspect scavenger pump return line to avoid obstructions for clogging. Install packing And jack head.
Lobby doors & hall doors	Check door guides, rollers and lubricate rollers and tracks
Ride	Check ride for transition leveling and floor stop acceptable tolerances
Pumping unit	Check oil level, tank heater operation, motor Starter and contacts. Check v-belt if applicable For alignment, tension and wear.
Fire service	Use appropriate keys to test operation per ansiA17.1 and those associated rules pertaining to Fire service phase i & ii. Lubricate key switches Internally as needed. Record test and test log And document test on service tickets. Test to be Performed in accordance with all government Code requirements
Car phone	Check for dial tone and appropriate connections
Car & lobby	Pi check and/or replace indicator bulbs as needed
Car top	Clean car top and inspect door operator making Needed adjustments to door operator belt and Chains. Check motor brushes and all other Operational parts, linkages, etc. Check hoist Door operator sprockets, and chains. Check Motor brushes and bearings
Starter contacts	Disassemble starter to visually inspect contacts For wear. Replace if necessary
Car key switches	Check all key switches for proper operation and Lubrication if necessary
Fan	Test fan and fan key switch for proper operation. Lubricate fan bearings as needed
Inspection service	Check inspection service key switch for proper Operation and check car top inspection service To work appropriately
Door open/ close Relay	Check all connections and tighten. Inspect Contacts for wear, adjust air gaps as necessary
Signs	Inspect hallways and car for proper signs in Accordance with ansi a17.1 and building code Requirements
Car guide shoes	Inspect guide shoes for insert wear, adjust guide Shoes for smooth operation and apply lubricant To car guide shoes and rails as needed
Sump pump	Inspect sump pump for proper operation
Hall key switches	Test, inspect and check all hall key switches for Proper operation

QUARTERLY SERVICE	
Hall position Indicators	Check and repair indicator bulbs as needed
Relief valve	Check and set relief valves in accordance with Ansi a17.1 to perform test in presence of state of Maryland inspector as required
Rails	Inspect all rail joints and alignment. File burrs And joints as needed, check automatic Lubricators and fill as needed
Traveling cable	Inspect entire length of cable for cracks, Fraying, etc. Check conduit connections, wire Baskets
Safety circuits	Check, inspect and test all safety circuits Including door locks. Relieving circuits, alarm, Limited switches, safety edge and all other Applicable safety circuits of the elevator. If required those shall be replaced immediately.
Hoist way	Inspect and thoroughly clean and paint as Needed
Door motor Brushes	Inspect and replace as needed
INSPECTION	When making an inspection of any item, the item will be visually inspected and also manually Tested to perform its intended function Correctly with applicable OEM guide line and Requirements. Example: key switches – insert Appropriate key in key switch and check intended Operation for proper operation. Visually inspect All connections and wear. Replace if necessary
ADJUSTMENT	To make repair either electrically or Mechanically to provide smoother and correct Operation. Example: door operator – properly Tighten motor drive belt to maintain proper Tension between motor sheave and operator Drive sheave
TEST	Test to manually check for proper operation and Function of that particular feature.
CLEAN	To include the following: clean elevator pits, Car top, car sills, hall sills, hall door tracks, Car door tracks, machine room floor, pumping Units, controller. Cleaning also includes Painting as needed. All electrical relay controls Etc should be kept at a dust-free level
Public Relations	Mechanic is to check with Building maintenance engineer during each visit And request information regarding any problems Or needs pertaining to the elevator

SECTION – 2

PRE – QUALIFYING REQUIREMENT & CRITERIA

1. All the information requested for pre-qualification shall be provided by the bidding firm. Failure to provide information, which is essential to evaluate the bidder's qualification, or to provide timely clarification or substantiation of the information, supplied may result in disqualification of the bidder.
2. Pre-qualification will be based on satisfying all the following essential criteria regarding the bidder's **general and special experience, personnel, equipment and financial capabilities, as demonstrated by the bidder's responses in the forms attached.**
3. The bidder must submit a self – attested copies of the work order (s) (details to be filled in the attached format -3) about the works completed within last five years as on Tender's date as a proof of similar work done in Central / state Government Organization / PSU.
4. The agency must have their office located in Kolkata/ Burdwan / Durgapur /Asansol .

5. **Annual Turnover:**

The bidder should have achieved a minimum annual turnover of **Rs.10.00 Lacs** in any one of the last 3 financial years. Bidder should submit attested copies of auditor's report along with balance sheet statement for the relevant financial year in which the minimum criteria are met. Provisional audited balance sheet/certified statement shall not be acceptable.

6. **Work Experience:**

The bidder must have satisfactorily completed, in his own name, at least two similar works each amounting to **Rs. 3.00** Lakhs per year of maintenance services during the last three calendar years prior to the date of submission of bids. Work of similar nature means – **“Providing Comprehensive Annual maintenance contract (AMC) of Building elevators** in a multistoried office – cum – laboratories building.

- Only such works will be considered, which are completed on or before Tender's date. The work(s) which is/are not similar as per above requirements shall not be considered for evaluation of bid. The works or part work(s) at different sites concurrently completed by bidder shall not be considered for evaluation of bid.

The Bidder should submit the following documentary proof in support of the above:-

The Bidder is required to submit the Completion certificate issued from client indicating above items defined for similar works. The copies of completion certificate(s) issued to the bidder by the main contractors appointed directly by the owner companies/clients (supported with attested copy of proof of such appointment of main contractor) submitted by the bidder who has completed this/these similar work(s) as a sub-contractor shall also be considered. **When the owner company/client is private one, the certificate from the company must be supported by TDS certificate issued by the company. Visva-Bharati reserves the right to verify the authenticity of completion certificates/ other documents.**

(The bidder should submit the details of such completed works as per the format at **Proforma-3** enclosed.)

An undertaking for supply of spares for various assemblies (components) & subassemblies of manufacturer obtaining a clearance from various OEMs shall be submitted.

7. General:

Even though the bidders meet the above qualifying criteria, they are subject to disqualification if they are found to:

- a. Have made misleading or false representation in the forms, statements and attachments in proof of the qualification requirements and/ or;
- b. Have performed poorly such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc. and /or
- c. Be blacklisted or business banned by any Central/State Govt. Department/ Public Sector Undertakings or any Enterprises of Central/ State Govt. And / Or.
- d. Have submitted incomplete/ inadequate supporting documents or not furnished all the relevant details as per the prescribed format and/or
- e. Have suppressed any material information/ fact(s) relevant to this bid and/or have submitted fraudulent document/ information at any stage of tender / during execution of contract.

A declaration to this effect should be submitted as per format given in **Performa-4** enclosed

SECTION – 3
CONDITIONS OF CONTRACT

A. DEFINITIONS:

- 1.0 The "**Contract**" means the documents forming the tender and acceptance thereof and the formal agreement executed between Visva-Bharati (client) and the contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together shall be deemed to form one contract and shall be complementary to each other
- 2.0 In the contract the following expressions shall, unless the context otherwise requires, have the meanings hereby respectively assigned to them.
- a) **'Employer'** shall mean Visva-Bharati, Santiniketan, West Bengal. **The 'Engineer-in-Charge' means any officer of the level of Assistant Engineer (Electrical) and above duly nominated by competent authority of Visva-Bharati who shall be in charge of execution of the work, include all officers of Visva-Bharati senior to him**
 - b) **'Engineer's representative'** shall mean the Engineer(s) authorized legal person(s) to execute the work on behalf of the Engineer-in-Charge. i.e Junior Engineer, Elec.
 - c) **Contractor'** shall mean the individual or firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representatives of such individual or the persons composing such firm or company or the successors of such firm or company and the permitted assignees of such individual or firm or firms or company.
 - d) Facility Manager (FM) agency shall mean **'Contractor'** which shall mean the individual or firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representatives of such individual or the persons composing such firm or company or the successors of such firm or company and the permitted assignees of such individual or firm or firms or company.
 - e) The expression **'works'** or **'work'** shall unless there be something either in the subject or context repugnant to such maintenance be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.
 - f) The **'Site'** shall mean the land and/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
 - g) **'Accepting Authority'** shall mean the authority duly authorized to act as such by Visva-Bharati/University Engineer.
 - h) **'Contract Value'** means the value of the entire work as stipulated in the Letter of Award subject to such additions thereto or deductions there from as may be made under the provision hereinafter contained.
 - i) **Drawings'** means the Drawings referred to in the contract and any modification of such drawings approved in writing by the Engineer-in-charge and such other drawings as may from time to time be furnished or approved in writing by the Engineer-in-charge.
 - j) **'Month'** shall mean the English Calendar month.
 - k) **'OEM'** shall mean **original equipment manufacturer**
 - l) **'Manager'** shall mean the manager appointed by the contractor for this site. m)
AMC shall mean Annual Maintenance contract
 - n) Where the context so requires, words imparting the singular number include the plural number and vice- versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
 - o) All correspondence with the VB shall be with the Administrative Officer of VB.

B. Conditions of Contract –Clauses

1.0 Security Deposit

- 1.1** Intending bidders shall have to deposit in advance Earnest Money in favour of Visva-Bharati University in D.D. original of which should be attached with the tender failing which the tender will not be considered. The receipt will be returned along with a pay order to get back the Earnest Money to the unsuccessful tenderers. Demand

Draft on a local Bank or Cheque guaranteed by Bank will also be accepted as Earnest Money in favour of the Accounts Officer, Visva-Bharati.

- 1.2 Security deposit shall in all the cases be fixed at 10% of the tendered value of the work. The amount calculated at 2% of the estimated cost deposited as Earnest Money shall on acceptance of the tender be converted into security deposit. The remaining sum shall be recovered from each Running Bill at the rate of 8% of the amount and retained as security for the fulfillment of the contract and shall be refunded on the expiry of the stipulated maintenance period for the work executed under contract.
- 1.3 Bidder whose tender is accepted shall within 7(seven) days from the date of receipt of intimation to the effect shall execute formal contract in duplicate in the prescribed tender forms which will be supplied to him at a cost of Rs. 250.00 (Rupees two hundred fifty only) per set.
Requisite stamp paper for execution of the contract shall have to be purchased by him at his own cost. In the event of his failure to execute the contract within the specified time, earnest money deposited by him shall be forfeited.
- 1.4 P. Tax / Service Tax (wherever applicable) Clearance Certificate shall be produced before the purchase of tender documents.
- 1.5 1% Cess if applicable will be effected under Building & Other Construction Worker Welfare Cess Rules, Govt. West Bengal.
- 1.6 The Security Deposit shall not be accepted in the form of Bank Guarantee.
- 1.7 The total Security Deposit shall be released to the contractor within 60 days of satisfactory completion of contract and clearance from requisite department viz. labour, etc.
- 1.8 The Security Deposit shall be refunded without any interest payable on it.
- 2.0 **Time allowed**
The contract period shall be as specified in the Notice Inviting Tender. The execution of the works shall commence within the period specified under Clause-2.1/Section-1 of tender documents. If the Contractor commits default in commencing the execution of the work within specified period, Visva-Bharati shall, without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money absolutely.
- 3.0 **Measurements of Work & Payment**
- 3.1 Payment to the contractor shall be made by Visva-Bharati against monthly bill for the work done against this contract. The contractor is required to submit along with first bill, the copy of AMC entered into with OEMs or their authorized agency (if any) or agency approved by Visva-Bharati as the case may be. The payment shall be made after deducting any amounts due from the contractor by way of taxes, security deposit, penalties/recoveries if any etc. The contractor should ensure that all employees are covered for all social benefits viz PF, EPS, EDLI and ESI. The contractor shall submit proof of recovery and remittance of the same along with the monthly/running bill for the next month. An indemnification covering Visva-Bharati shall be submitted against any claim during the execution of the contract or later stage under Employees Provident Fund and workmen Compensation Act before release of payment of First bill.
- 3.2 For any deficiency or defective service, an amount proportionate to the rates quoted by the contractor as given in his Price Bid shall be deducted from the monthly payment made to the contractor. The decision of Engineer-in-charge with concurrence of competent authority /competent authority of Visva-Bharati shall be final in this regard.
- 3.3 Due payment after completion of each month after making any recoveries etc. towards taxes, duties & non-performance as described elsewhere in the bid documents shall be made to the contractor. No payment to the contractor shall be released till the contractor submits the bill for the work done by him. The **bills shall be paid monthly after satisfactory certification by user department**. Visva-Bharati will initiate all effort to release the due payment within 10 days of receipt of certified bill from the contractor.
- 3.4 Proportionate payment shall be deducted from the contractor's bill if any work is found to be not done/is incomplete or is unsatisfactory, as adjudged by the Engineer-in-charge. In case of any difference of opinion between the engineer in charge and the contractor, regarding the non-performance or unsatisfactory performance of work, the matter will be referred to the Vice Chancellor, Visva-Bharati, whose decision on the matter shall be final. Visva-Bharati may also, at their discretion get such defective/deficiency work done at the risk & cost of the contractor and recover the actual amount spent plus 15% of actual spent amount including all actual Visva-Bharati establishment charges, from the contractor's bills. Repeated lapses in doing the work satisfactorily shall result in rescinding the contract as described in clause 4.

CLAUSE 4: When Contract can be rescinded

4.1 The Employer / Registrar Visva-Bharati, may without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date for completion has or has not elapsed, by notice in writing absolutely rescind the contract in any of the following cases:-

- a) If the Contractor has abandoned the contract
- b) If the Contractor has, without reasonable excuse, failed to commence the work considering handing over- taking over period within specified period under clause-2.1/Section-1 of tender documents or has suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Vice Chancellor Visva-Bharati (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of 7(seven) days from the University Engineer, Visva-Bharati
- c) If the Contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the University Engineer, Visva-Bharati
- d) If the Contractor persistently neglects to carry out his obligations under the Contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 (seven) days after a notice in writing is given to him in that behalf by the University Engineer, Visva-Bharati.
- e) If the contractor having been given a notice by the University Engineer, Visva-Bharati in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or other-wise improper or un- workmanship -like unprofessional manner shall omit to comply with the requirements of such notice for a period of seven days thereafter.
- f) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- g) If the contractor shall offer or give or agree to give to any person in Visva-Bharati service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for University Engineer, Visva-Bharati or
- h) If the contractor shall enter into a contract with Visva-Bharati in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Accepting Authority ie University Engineer, Visva-Bharati
- i) If the contractor shall obtain a contract with Visva-Bharati as a result of wrong tendering, fraudulent supporting documents or information or other non-bonafide methods of competitive tendering; or
- j) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport to do so, or if any application be made under any insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or
- k) If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Accepting Authority ie / University Engineer, Visva-Bharati.

4.2 When the contractor has made himself liable for action under any of the cases aforesaid, the University shall have powers:

- a. To determine or rescind the contract as aforesaid of which termination or rescission notice in writing to the contractor under the hand of the University Engineer, Visva-Bharati shall be conclusive evidence. Upon such determination or rescission the Earnest Money Deposit and/or full security deposit recoverable under the Contract shall be liable to be

forfeited and shall be absolutely at the disposal of University Engineer, Visva-Bharati. If any portion of the Security Deposit has not been paid or received it would be called for and forfeited.

d. Any excess expenditure incurred or to be incurred by Visva-Bharati in completing the works or part of the works or the excess loss or damages suffered or any may be suffered by Visva-Bharati as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Visva-Bharati in law be recovered from any moneys due to the contractor on any account and if such moneys are not sufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

4.4 In the event of any one or more of the above courses being adopted by the University Engineer, Visva-Bharati the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof, or actually performed under this contract unless and until the University Engineer, Visva-Bharati has certified in writing the performance of such work and the value to be paid the value so certified.

4.5 Provided further that if any of the recoveries to be made, while taking action as per 4.2 (b) and/or 4.2 (c) above, are in excess of the security deposit forfeited, these shall be limited to the amount by which the excess cost incurred by the VB exceeds the security deposit so forfeited.

5.0 Payment of final Bill

The final bill shall be submitted by the contractor in the same manner as **monthly bills**, after the final certificate of completion furnished by the Engineer-in-Charge. Further claims shall neither be made by the contractor nor admissible for payment after submission of the final bill and these shall be deemed to have been waived and extinguished.

6.0 Materials & Space not to be supplied by Visva-Bharti

Visva-Bharati will not supply or procure for the Contractor any material and the contractor shall make his own arrangements therefore at his own cost. No space would be made available for any office or any other purpose.

7.0 Execution of work.

7.1 The contractor shall execute the whole and every part of the work in the most professional and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the agreement, site requirements & instructions of the Engineer-in-Charge. The contractor shall comply with the provisions of the contract and with the care and diligence & execute and maintain the installations and provide all labour and materials, tools and plants in so far as necessary for providing these or as inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of maintenance.

7.2 The contractor is required to obtain approval of Engineer –in-charge in respect of Periodical preventive maintenance schedule for all the assets in the complex under the scope of this contract, within 15 days from the date of letter of award.

7.3 The contractor is required to submit the copy of the Service report of OEMs or their authorized agency (if any) or agency approved by University Engineer, Visva-Bharati (as the case may be) after attending defect/preventive maintenance as per schedule of OEMs or the schedule approved by VB for the installations for maintenance of which OEMs has not been defined in the tender documents.

7.4 The Engineer-in-Charge shall have power:-

- i) To make alteration in, omissions from, additions to, or substitutions for the original instructions that may appear to him to be necessary or advisable during the progress of the work, and

- ii) To omit a part of the works in case of non- availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work or on assessed rates.

7.5 Rates for altered or substituted or additional work or extra item shall be determined as follows;

- a) If the rate for altered or substituted item of work is specified in the schedule of quantities; the contractor shall carry out the altered or substituted items at the same rate. In the case of composite tenders, where two or more schedules of quantities may form part of the contract, the applicable rate shall be taken from the schedule of quantities of that particular part in which the deviation is involved, failing that at the lowest applicable rate for the same item of work in the other schedules of quantities.
- b) If the rate for any altered or substituted item of work is not specified in the schedule of quantities, the rate for that item shall be derived from the rate for the nearest similar item specified therein. In case of composite tenders where two or more schedule of quantities form part of the contract, the rate shall be derived from the nearest similar item in the schedule of quantities of the particular part of works in which the deviation is involved failing that from the lowest of the nearest similar items in other schedule of quantities.
- c) If the rate for any additional or substituted item of work cannot be determined in the manner specified above, the contractor shall, within 15 days of the date of receipt of the order to carry out the said work, inform the Engineer- in-Charge of the rate which he proposes to claim for such item of work, supported by analysis of the rate claimed, and the Engineer-in-Charge shall, within one month thereafter, after giving due consideration to the rate claimed by the contractor, determine the rate on the basis of market rate(s). In the event of the contractor failing to inform the Engineer-in-Charge within the stipulated period of time, the rate which he proposes to claim, the rate for such item shall be determined by the Engineer-in-Charge on the basis of market rate(s).

8.0 No compensation for alteration or restrictions of work to be carried out

If at any time after the commencement of the work, , Visva-Bharati shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works thereof as specified in the tender to be carried out, the Engineer-in-Charge shall give notice in writing of fact to the contractor who shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alternations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

9.0 Contractors to Supply Tools & Plants etc.

The contractor shall provide at his own cost all materials , plant, tools, appliances, implements, ladders, scaffolding and temporary works etc. required for the proper execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing the same may be provided by the Engineer in charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and / or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.

12.0 Settlements of Disputes & Arbitration

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such disputes or difference shall in the first instance be sought to be resolved amicably by mutual consultation with the Engineer –in- charge or University Engineer, Visva-Bharati.

CLAUSES OF THE CONDITIONS OF CONTRACT AND MATTERS DEEMED AS "EXCEPTED MATTERS"

The following shall be treated as “Excepted Matters” for the purpose of arbitration:

1. **Illegal Gratification:-** Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner, agent or servant or any one on his or on their behalf to any officer, or employee or VB or to any person on his or their behalf in the relation to the obtaining of the execution of this or any other contract with VB, shall, in addition to any criminal liability which he may incur, subject the Contractor to the rescission of the contract under the contract or any other contracts with VB. The Contractor shall not lend or borrow from or have or enter into any monetary dealings or transactions either directly or indirectly with any employees of VB and if he shall do so VB shall be entitled forthwith to rescind the contract and all other contracts with VB. Any question or dispute as to the commission of any offence or compensation payable to VB under this clause shall be settled by University Engineer VB in decision shall be final and conclusive.
2. Meaning and intent of specifications and drawings.
3. Rates for extra items of works
4. Measurement of works
5. Provisions of Payment of Wages Act
6. Payment of advances and recovery
7. Determination of contract
8. Provisions of Contract Labour/Regulation and Abolition Act 1970
9. Non- conformance of work

13.0 INDEMNITY REGARDING DAMAGE TO PERSONS AND PROPERTY:

The Contractor shall, except if and so far as the Contract provides otherwise, indemnify Visva-Bharti (through Indemnity bond on format approved by Visva-Bharti, before commencement of work) against all losses and claims whatsoever in respect of injuries or death to any person, whether Visva-Bharti or Contractor's employee or a third party, or loss / damage to any property whether of Visva-Bharti, Contractor or third party, which may arise out of or in consequence of the execution and maintenance of the works related to this contract. This indemnity shall be against all claims proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.

14.0 OTHER INDEMNITY

The contractor shall also indemnify Visva-Bharti (through Indemnity bond on format approved by Visva-Bharti, before commencement of work/release of first bill) against any fine/penalty/ prosecution levied by any government authority for any violation of environment laws, safety norms, labour laws (like workmen compensation Act etc. in respect of workers engaged by the contractor), PF laws, health laws etc. which may occur in the process of carrying out of this work or at later stage. It will be the contractor's responsibility to ensure that relevant rules & regulations are fulfilled by him.

15.0 INSURANCE:

The contractor is required to seek Insurance policy against injury or death of his own employees or any third party which may result out of execution of this contract. Contractor is liable to replace /repair VB property/equipment in the event of fault /damage etc. due to the fault of the contractor.

17.0 Force Majeure

17.1 Neither Contractor nor Owner (VB) shall be considered in default in performance of their obligations if such performance is prevented or delayed by events such as but not limited to war, hostilities, revolution, riots, civil commotion, strikes, lock-outs, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of God or for any other cause beyond the reasonable control of the party affected or prevented or delayed. However, a notice is required to be given within 30 (thirty) days from the happening of the event with complete details, to the other party to the contract, if it is not possible to serve the notice, within the shortest possible period without delay.

18.0 SUFFICIENCY OF TENDER:

18.1 The contractor shall be deemed to have satisfied himself before bidding as to the correctness and sufficiency of his bid for the works and of the rates and prices quoted in the Bill of Quantities which rates and prices shall except as otherwise provided, cover all his obligations under the Contract and everything necessary for the proper completion and maintenance of the works, if required contractor shall obtain clearances from concerned local authorities at his cost. The cost of any item for which contractor has failed to enter rate shall be deemed to be covered by other rates entered in the Bill of Quantities. The Contractor shall also co-ordinate with any other agency working in the same project, compare plans, specifications and the time schedules and so arrange his work that there will be no interference. VB shall entertain no claim on this account.

18.2 The rates quoted by the contractor shall also take into account the cost all labour materials taxes & duties etc all complete

RATES TO BE INCLUSIVE OF ALL LABOUR, MATERIAL ETC.

The rates for all items, unless clearly specified otherwise, cover all costs for proper execution of work including labour, material, hire charges of machinery etc. and any other inputs involved during execution of the works.

18.3 WATER AND ELECTRIC SUPPLY

Visva-Bharti will provide the required supply of water and electric power to the contractor at the designated point. Any further extension from that source shall be organized by the contractor at his own expense.

19.0 CONTRACT AGREEMENT:

The agreement shall be executed within 10 days from the date of issue of letter of award on a non-judicial stamp paper of appropriate value as per Indian Stamp Act applicable in the State in which works are being executed and the cost of the stamp paper shall be borne by the contractor.

20.0 PRICE ESCALATION:

Rates once accepted will remain fixed for the entire duration of the contract. No price escalation shall be applicable for this work during the stipulated or extended period, if any, of contract.

Section – 4
GENERAL TERMS AND CONDITIONS

1.2 The bid will be submitted in sealed envelope and will contain the following

Earnest money as specified

Bill of quantities duly filled up with rates and amounts

- b. Original Bid documents duly signed on all pages by the bidder.
- c. Written Power of Attorney on **stamp paper of Rs10/-** in favour of person signing the tender documents from authorized signatory of the company.
- d. Copies of affidavit for sole Proprietorship/ Partnership deed/ Memorandum and article of Association along with the details pertaining to place of registration, principal place of business of the firm etc.
- g. Duly completed Covering Letter as per Proforma – 1
- h. Duly completed Letter of unconditional acceptance as per Proforma – 2
- i. List of similar works completed during last 5 years as per Proforma – 3
- j. Declaration by the bidder on non-judicial stamp paper of value of Rs.10/- duly attested by notary/Magistrate as per Proforma – 4
- k. Copy of PAN/TAN is to be submitted.
Copy of GST registration.

Note-1 All the pages of each supporting document mentioned above as well as bid documents, submitted by the bidder shall be signed & stamped by bidder.

1.4 Bids must be received in sealed envelope & must be either delivered by hand or posted so as to reach not later than the last date/time specified in the NIT to **University Engineer, Visva-Bharti Santiniketan- 731 235**. The name and mailing address of the Applicant (bidder) shall be clearly marked on the envelopes.

2.0 EARNEST MONEY DEPOSIT (EMD)

2.1 The Bidders are required to deposit the EMD in favour of Accounts Officer, Visva-Bharti, payable at Santiniketan in form of Crossed Demand Draft of any Indian Scheduled Bank only.

2.5 The EMD of the successful bidder will be retained as part of the security deposit

3.0 VALIDITY OF BID

3.1 Bids shall remain valid and open for acceptance for a period of **Ninety days (90)** from the date of opening of Technical Bid.

3.2 In exceptional circumstances, prior to expiry of the original validity period, Visva-Bharti may request the bidders for an extension in the period of validity as may be required.

4.0 SITE VISIT

4.1 The bidder is advised to visit and inspect the site of works and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into the Contract. **No compensation will be given on account of ignorance of any of the factors during execution of the works.**

4.2 Before submitting a bid, the Bidder will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into

account and that the rates the bidder enters in the bid forms are adequate and all-inclusive for the completion of work to the entire satisfaction of Visva-Bharti

5.0 RATES AND PRICES

- 5.1 The bidders shall quote their rates for all items described in the Bill of quantities in figures and in words.
- 5.5 The rates shall be quoted only on the proper form of the bid and each page of the Bill of Quantities shall be signed. Any cutting or over-writing shall be authenticated by original signature and stamp.
- 5.7 Tendered rates must be inclusive of all taxes, duties and levies, payable under the respective statutes. However, if any new tax or increase/decrease in tax (except service tax) or levy is imposed by the statute, after the date of receipt of tenders, and the contractors thereupon necessarily and properly pay such taxes / levies, the contractor shall be reimbursed the amount so paid on production of proof of payment, **The running bill will be paid to the contractor on quarterly basis subject to satisfactory performance (maintenance) during the said period.**
- 5.9 The rates quoted by the bidders shall be firm.
- 5.10 All payments are subject to deduction of statutory taxes as applicable.
- 5.11 The Bidder/s shall not increase his/their rate/s in case of negotiation, Negotiations shall not amount to cancellation or withdrawal of original offer and incase negotiations fail rates originally quoted will be binding on the bidder(s).
- 1.12 The bidder/s shall submit an analysis of rates if called upon to do so.

6.0 SUBMISSION AND OPENING OF BIDS.

- 6.1 Bids complete in all respects shall be received in the office of University Engineer, Visva-Bharati, Santiniketan up to the date and time mentioned in the NIT.
- 6.2 The bidders shall seal the tender in envelop duly marking the Envelop as under and **addressed to University Engineer, Visva-Bharati, Santiniketan 731235**
- a. Tender for “-**AMC and operation of 3 (Three) nos. 13 passengers of JOHNSON make Lifts at Vidya-Bhasha Bhavana, Visva Bharati, Santiniketan,**
- b. Name & address of the bidder “----- “
- c. Not to be opened before date:
- 6.3 No bid shall be accepted unless it is properly sealed.

7.0 AWARD OF CONTRACT

- 8.1 Visva-Bharati reserve the right to annul the bidding process at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders for Visva-Bharati action.
- 8.3 On acceptance of the bid, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-charge shall be communicated to the Engineer-in-charge.
- 8.4 Successful bidder whom Visva-Bharati would award the contract would be liable to enter into agreement with Visva-Bharati, No payments shall be released to the contractor until the agreement is signed.

9.0 COURT'S JURISDICTION

9.1 Any suit or application, arising out of any dispute or difference on account of this bid or any matter in relation to the Award of the contract or for the enforcement of Arbitration clause under the Contract, shall be filed in a Competent Court at Bolpur, West Bengal only and no other court of any other District of the country shall have any jurisdiction in the matter.

BILL OF QUANTITIES

Name of work: **Comprehensive Annual Maintenance Contract (AMC) and operation of 3 (Three) nos. 13 passengers (Gearless with machine room) of JOHNSON make Lifts (Building elevators) at Vidya-Bhasha Bhavana, Visva Bharati, Santiniketan, with contract period of 36 months.**

Sl. No.	Details of Services	Unit	Qty.	Rate (Rs.) in words & figures	Amount (Rs.)
1	03 nos. of Passenger Lift (13 passengers)	Quarter (3 months)	12		
2	Providing trained person for operation of the lift on daily basis.	Man month per shift of 12 hrs.	36		
3	One time maintenance prior to AMC for three lifts.	Lump Sum	1		
	GST				
	Total				

Date-----

Place-----

Signature of Authorized
Representative of the bidder.....

Bidder's Stamp-----

Date:

The Registrar
Visva-Bharati
Santiniketan 731235

Sub: **Letter of submission of Bid**

Sir,

1. Having examined the scope of job, Conditions of Contract, Specifications, Bill of Quantities etc. incorporated in the bid documents for the execution of above work and having visited and examined the site of said works, I/we the undersigned, offer to execute the said works in compliance with the said conditions of contract, specifications, bill of quantities etc. for the sum as indicated in the Bill of Quantities or such sum as may be ascertained in accordance with the said conditions.
2. Should this tender be accepted I/we undertake to commence the work within the period as per date specified in the Letter of award for the said work and further undertake to perform whole of the work comprised in the contract for a period as specified. I/we agree to abide by this tender for a period of 3 months from the date of opening of Bid or such extended period as may be mutually agreed as prescribed in Instruction to Bidders and shall remain binding upon us and may be accepted at any time before the expiry of that period.
3. A sum of **Rs.10,000**(Rs. ten thousand) towards earnest money deposit in the form of demand draft/ Pay order bearing no.....drawn ondated in terms of the Instruction to Bidders is enclosed.
4. Unless and until an agreement is prepared and executed, this bid, together with VB written acceptance thereof, shall constitute a binding contract between us.
5. We understand that VB is not bound to accept the bid.
6. Name of the partner/ representative of the firm authorized to sign:

a) _____

b) _____

Or

Name of persons having power of attorney to sign the contract (certified true copy of the Power of attorney should be attached)

Yours faithfully,

Signature of bidder / Authorized Representative of the bidder

Permanent address :

Local Address :

Note: The bidder is to fill up the blanks in above form before signing & submitting the bid.

7. This application is made in the full understanding that:

- (a) Bids by pre-qualified bidders will be subject to verification of all information submitted for pre-qualification at the time of bidding.

- (b) VB reserve the right to :
 - i) Amend the scope and value of any contracts bid under this work.
 - ii) Reject or accept any bid, cancel the pre-qualification process and/or bidding process, and reject all the bids and

VB shall not be liable for any such action and shall be under no obligation to inform the bidder of the grounds for the 7(b) above.

Signature of Authorized Representative of the bidder

Bidder's Stamp

-

Letter for Unconditional acceptance of Bid Conditions

No.

Dated

To,

The University Engineer
Visva-Bharati
Santiniketan 731235

Sub: - Unconditional Acceptance of Bid Conditions

Sir,

1. I have read and examined all the conditions in the bid documents for the subject work and we hereby unconditionally accept the bid conditions entirely for the said work.
2. I/we hereby submit our Bid and undertake to keep it valid for a period of three months from the date of opening of Technical Bid.
3. I/we undertake to execute the above items strictly in accordance with the requirements and particulars/ Specifications stipulated in the Bid documents.
4. I/we hereby further undertake that during the said period:
 - a. I/we shall not vary/alter or revoke my/our bid during the validity period of Bid.
 - b. I/we have quoted for the complete scope of the said work.
 - c. I/we undertake to abide by the terms and conditions as stipulated in VB bid documents and as amended thereafter.
5. I/we have not enclosed any condition/ deviation to conditions of Bid documents in the Envelope containing Price bid.
6. This undertaking is in consideration of VB agreeing to open my bid, considering and evaluating the same for the purpose of award of work in terms of provisions of Bid documents.

Signature of Authorised Representative of the bidder.....

Designation

Date.....

Bidder's Stamp

Proforma - 3

List of similar works completed during last 3 years

Sl. No.	Client's name, Address & contact no.	Name of work	<i>Bidder's</i>						Ref to Supporting Documents submitted by bidder
			Agreement/ Letter of Award No.	Contract Value (Rs. In lacs)		Location	Date of start	Actual date of completion	
				Awarded	Actual				
1	2	3	4	5	6	7	8	9	10

- Note-1: The bidder shall produce an attested copy of the referred completion certificate from the owner companies indicating name of work, description of work done by the bidder, date of start, date of completion(contractual & actual including extensions if any), value of material supplied free of cost by the client. When the owner company is private one, the certificate from the company must be supported by TDS certificate issued by the company. Bidder should be in a position to produce the original certificate, if required.
- Note-2: VB reserves the right to cross checks the certificate(s) directly with the issuing authority /authorities/clients or any other firm/ party.
- Note-3: Information must be furnished on only works carried out by the bidder in his firm's own name. Works carried out as a partner in joint venture shall not be included in this Performa.
- Note-4: The bidder shall number the pages of the documents submitted by him against Pre-qualification requirements/Criteria and such reference number of relevant completion certificate(s) against completed work(s) if any shall be indicated under Column.no.11 of above table.

Signature of Authorised Representative of the bidder.....

Bidder's Stamp

Proforma for submission of past Contractual Performance/Declaration by the bidder

(Affidavit on non-judicial stamp paper of Rs.10/- duly attested by Notary/Magistrate)

This is to certify that we, M/s _____, in submission of this offer confirm that:

1. We have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
2. We do not have records of poor Performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.
3. Our Business has never been banned with us by any Central/State Govt. department / Public sector Undertakings or Enterprises of Central/ State Govt.
4. We have submitted all the supporting documents and furnished the relevant details as per the prescribed format.
5. The information and documents submitted with the tender by us are correct and we are fully responsible for correctness of the information and documents submitted by us.
6. We have not submitted fraudulent document/ information either in present or past tenders.

Signature of Authorized Representative of the bidder

Bidder's Stamp