

DOEACC SOCIETY

GORAKHPUR CENTRE

M.M.M. ENGINEERING COLLEGE CAMPUS, GORAKHPUR-273010

(By Regtd. Post/ By Hand)

FILE NO: DOEACC/GKP/200/C/2011-12/01

Date: 29.04.2011

To, _____

Subject: **NOTICE INVITING SHORT TERM TENDER**

Name of Work: **“Partition work for PE/Instrumentation/Hardware Lab & UPS wiring in PE Lab”**

Dear Sir,

Sealed tenders in the prescribed form are invited by the undersigned on behalf of the Director, DOEACC Society, Gorakhpur Centre from approved and eligible contractors of C.P.W.D. & those of appropriate list of Railways and State P.W.D./Irrigation/Govt. Departments, for the above mentioned work upto **15.00** hrs. on **11.05.2011**. The same will be opened in the Meeting Hall at **15.30** hrs on the same day. The terms and conditions mentioned below should strictly be adhered to, failing which the tender may not be considered:-

1. The office enquiry number and date must be invariably be printed in red on the sealed cover and should be super scribed **“Tender for Partition work for PE/Instrumentation/Hardware Lab & UPS wiring in PE Lab”**
2. The tenders submitted after due date and time may be rejected.
3. The competent authority on behalf of Director DOEACC Society, Gorakhpur Centre does not bind himself to accept the lowest or any other tender, and reserves to himself the authority to reject any or all of the tenders received without the assignment of a reason. All tenders, in which any of the prescribed conditions is not fulfilled or the tenderer puts any condition including that of conditional rebate forth, shall be summarily rejected.
4. The tender for the works shall remain open for acceptance for a period of ninety days from the date of opening of tenders. 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 the DOEACC Society, Gorakhpur Centre then the DOEACC Society, Gorakhpur Centre shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.

5. The time allowed for carrying out the work will be **3 months** from the **7th** day after the date of written orders to commence the work or from the first day of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.

6. The description of the work is as follows:

“Partition work for PE/Instrumentation/Hardware Lab & UPS Wiring in PE Lab”

Copies of other drawings and documents pertaining to the work will be open for inspection by the tenderers at the office of the Engineer-In-Charge.

Tenderers are advised to inspect and examine the site and its surrounding and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and 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. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other service required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the DOEACC Society, Gorakhpur Centre and local conditions and other factors having a bearing on the execution of the work.

7. The site for the work is available. The work will be executed in accordance with C.P.W.D/UPPWD. Specifications and Indian standard specifications in additions to Architect’s specifications if any, forming part of the tender and as per instructions of the Engineer- In-Charge.
8. The DOEACC Society, Gorakhpur Centre reserves the right of altering the drawing’s specifications, nature of work, adding to or omitting items of work or quantities and having portion carried out departmentally without prejudice to the contract.
9. The cement and steel shall be arranged by the contractor at his own cost.

10. Extension of time limit in very special condition or genuine ground may be allowed by the DOEACC Society, Gorakhpur Centre on recommendation of the Engineer-In-Charge.
11. The contractor should quote in figures as well as in words the rate and amount tendered by them. The amount for each item should be worked out and the requisite totals given.

or

The contractor should quote their rates in percentage below/ higher in figures as well in words on the estimated cost of Rs. N.A as per annexure (schedule) of tender form.
12. In case of discrepancy between the rates entered in figures and words, the lower rate given in the original tender will be taken as correct.
13. When a contractor signs a tender in an Indian language the total amount tendered in the case of item rate contract, should also be written in the same language.
14. The tender shall be accompanied by earnest money of Rs. 8,000/- in cash/ deposit at call receipt of a scheduled Bank/ Fixed Deposit Receipt of a scheduled Bank/ Demand draft of a scheduled Bank issued in favour of “The DOEACC Society, Gorakhpur Centre” The Fixed Deposit Receipt shall be accepted only if it is valid for Six months or more after the last date of receipt of tenders and is pledged in favour of “The Director, DOEACC Society, Gorakhpur Centre”.
15. The tender and the earnest money shall be placed in sealed envelope marked. In cases where earnest money in cash is acceptable, the same shall be deposited with the Cashier of the DOEACC Society, Gorakhpur Centre and the receipt placed in the envelope with the Tender.
16. The Contractor whose tender is accepted shall be required to sign the Agreement/ Contract within fifteen days from the date of written information about the acceptance of the tender, failing which the tender shall be treated as cancelled and earnest money forfeited.
17. The successful tenderer /contractor, on acceptance of his tender by the Accepting Authority, shall, sign the contract consisting of: -
 - (a) The notice inviting tender, all the documents including additional conditions, specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
 - (b) Standard Tender Form
 - (c) Conditions & Clauses of contract.

18. The contractor whose tender is accepted shall permit at the time of taking any payments to him for work done under the contract, to deduct 10% Security of every such payment until the money so deducted will within the earnest money or securities deposited by him amount to 10% of the cost of total work executed and this sum shall herein after called security deposit. The compensations or other sums of money payable by the contractor to the DOEACC Society, Gorakhpur Centre under the terms of his contract may be deducted from or paid by the sale of sufficient part of his security deposit or form the interest arising there from or from any sums which may be due or may become due to the contractor and in the event of his security being reduced by reason of any such deduction or sale as mentioned above. The contractor shall within ten days thereafter deposit in cash the amount by which his security deposit has been so reduced.
19. The security deposit shall be refunded to the contractor in installments which are as follows:-
 - (i) 50% of ten percent on actual successful completion of work.
 - (ii) 25% of ten percent after expiry of half defect liability period.
 - (iii) Balance 25% of ten percent after expiry of complete defect liability period or rectification of defects, if any, which ever is later.
20. Income tax deductions will be made as per rules. The tenderer must produce an Income-Tax clearance certificate in the revised form as modified under Ministry of Finance O.M No. 67/30/69/ITAL dated 02-07-1970 as amended from time to time before tender papers can be sold to him. **Not Needed Now.**
21. Sales tax/ Works tax on works contract will be deducted as per rules.
22. In the event of a tender being rejected, the Earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor remitting the same.
23. All materials plant and machinery required for the work shall be arranged by the contractor at his own responsibility.
24. There will be defect liability period of **Six Month** from the date of successful completion of the work.
25. Payments may be made to the contractor through running bill as per terms and conditions of the contract. The contractor shall be required to prepare bills along with details of measurements in duplicate and submit the same to the Engineer-In-Charge for payment.
26. The competent authority on behalf of Director DOEACC Society, Gorakhpur Centre reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.

27. No Engineer of gazetted rank or other Gazetted officer employed in Engineering or administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of two years after his retirement from Government service, without the previous permission of the Government of India in writing. This tender/contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.
28. The contractor shall not be permitted to tender for works in the DOEACC Society, Gorakhpur Centre if his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Assistant Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any officer in the DOEACC Society units or in the Ministry of Communication and Information Technology Govt. of India. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this DOEACC Society, Gorakhpur Centre.
29. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
30. Incomplete/Conditional tenders will be rejected.
31. The tender document may also be downloaded from our website "www.doeaccgkp.edu.in". The supporting documents confirming eligibility of the tenderer, duly attested by a gazetted Officer must also be submitted along with EMD in this case.
32. All disputes are subject to Gorakhpur (U.P) jurisdiction only.

Thanking you,

Yours faithfully

Encl. Tender Form

(Er. B. S. Shishodia)
Sr. Technical Officer (Civil)

DOEACC SOCIETY

GORAKHPUR CENTRE

M.M.M. ENGINEERING COLLEGE CAMPUS, GORAKHPUR-273010

FILE NO: DOEACC/GKP/200/C/2011-12/01

TENDER FORM

~~Percentage Rate Tender~~ / Item Rate Tender & Contract for Works

(A) Tender for the work of: -

“Partition work for PE/Instrumentation/Hardware Lab & UPS wiring in PE Lab”

- (i) To be submitted by **15.00** hours on **11.05.2011** to Tender box of DOEACC Centre Gorakhpur
- (ii) To be opened in presence of tenderers who may be present at **15.30** hours on **11.05.2011** in the office of DOEACC Society, Gorakhpur Centre

Issued to: _____
(Contractor)

Signature of officer issuing the documents -----

Designation: _____

Date of Issue: _____

TENDER

I/We have read and examined the notice inviting tender, schedules, Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the Director, DOEACC Society, Gorakhpur Centre within the time specified for the same, viz, schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule – 1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

I/We agree to keep the tender open for ninety (90) days from the due date of submission thereof and not to make any modifications in its terms and conditions.

A sum of Rs. 8,000/- is hereby forwarded in cash/Deposit at call Receipt of a Scheduled Bank as earnest money. If I/We, fail to commence the work specified I/we agree that the said Director DOEACC Society, Gorakhpur Centre or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, up to maximum of the percentage mentioned and those in excess of that limit at the rates to be determined.

I / We hereby declare that I/we shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/we am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

I/We agree that should I/we fail to commence the work specified in the above memorandum, an amount equal to the amount of the earnest money mentioned in the form of invitation of tender shall be absolutely forfeited to the Director, DOEACC Society, Gorakhpur Centre and the same may at the option of the competent authority on behalf of the Director, DOEACC Society, Gorakhpur Centre be recovered without prejudice to any other right or remedy available in law out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me/us under this contract or otherwise.

Dated: -----

Signature of Contractor

Postal Address

Witness:

Address:

Occupation:

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the Director, DOEACC Society, Gorakhpur Centre for a sum of Rs. ----- (Rupees -----)

The letters referred to below shall form part of this contract Agreement:-

a)

For & on behalf of the Director, DOEACC Society, Gorakhpur Centre

Dated: -----

Signature-----

Designation-----

DOEACC SOCIETY

GORAKHPUR CENTRE

M.M.M. ENGINEERING COLLEGE CAMPUS, GORAKHPUR-273010

TENDER-FORM (EMD)

FILE NO: DOEACC/GKP/200/C/2011-12/01

To,

The Director, DOEACC Society
Gorakhpur Centre, M.M.M. Engg. College Campus,
Gorakhpur-273010

Subject: “Partition work for PE/Instrumentation/Hardware Lab & UPS wiring in PE Lab”

Dear Sir,

I/we hereby submit tender to the DOEACC Society, Gorakhpur Centre for the executions of the work specified in the conditions of contract at the rates specified in the letter of prices attached and in accordance with the specification, design, drawing and instructions in writing as specified in the conditions of contract, accordance with such conditions so far as applicable.

MEMORANDUM

General Description

<u>S.No.</u>	<u>Particulars</u>	<u>Earnest Money (Rs.)</u>
_____	_____	_____
_____	_____	<u>8,000.00</u>

Should this tender be accepted, I/we hereby agreed to abide by and fulfill all the terms and provision of the condition of contract annexed to the approved set of contract documents or in default thereof to forfeit any part of it by DOEACC Society, Gorakhpur Centre or their nominee on account of the security as stated in the condition of contract.

Signature of witness
to the contractor's
Signature

Signature of the Contractor

Yours faithfully

(Contractor)

(Contractor)

Address: _____

Date: _____
