

KALA ACADEMY GOA
Notice Inviting Tender
Terms & Conditions

Ref No.:- KA/Tech-28/SC/2017-18/2429

dtd:- 4.10.2017

Sealed tenders are invited on behalf of the Member Secretary, Kala Academy, Campal, Panaji-Goa for “**Repairs of fiber Glass Security Cubicles for the Security Guards of Kala Academy**” as per Annexure ‘A’ Subject to the conditions as set forth in the tender documents.

All tenderers are cautioned that the offers containing any diversion from the stipulated terms and conditions specified of the requirements may be rejected as non-responsive

Sealed tenders shall be received duly superscribed in the office of the Member Secretary, Kala Academy upto **3.30 p.m.** on **16.10.2017** Documents received late on account of any reasons whatsoever will be returned to the tenderer unopened. Earnest Money @ 2.5% of the offer cost as Call Deposit receipt or Demand Draft of any nationalized bank drawn in favour of Kala Academy Goa payable at Panaji, shall accompany every tender in the envelope. Sealed tenders shall be opened by the Member Secretary or his representative on **16.10.2017** at 3.30 p.m. in the presence of the representatives of the tenderers, whoever chooses to be present.

The right of accepting or rejecting any or all the tender without assigning any reason thereof, is reserved by the Kala Academy.

Director (Admin)
KALA ACADEMY GOA

Tender Notice for “Repairs of fiber Glass Security Cubicles for the Security Guards of Kala Academy”

TERMS AND CONDITION

- 1) A) Tender shall be sealed and superscribed as “**Repairs of fiber Glass Security Cubicles for the Security Guards of Kala Academy**”
B) The rate quoted under this tender shall be subject to the terms and conditions in this part from Sr.no. 2 to18.
- 2) Tender submitted after expiry of the due date and the time i.e. at 3.30 p.m. on 16.10.2017 shall be summarily rejected.
- 3) The rates quoted in the tender shall remain valid for 60 days (Sixty days) from the stipulated date of opening of the tender.
- 4) A) The rate should be inclusive of freight, levies, transport, loading, unloading and other charges, if any.
B) Taxes, if any, to be specified separately.
- 5) The Tenderer is at liberty to be present or depute his authorized representatives on the scheduled date and time at Kala Academy, Campal, Panaji on **16.10.2017** at **3.30** p.m. for opening of tender.
- 6) A) The tender should be accompanied by a Call Deposit Receipt or Demand Draft as Earnest Money Deposit @ 2.5% of the quoted amount drawn in favour of Kala Academy Goa, Panaji and the same will be treated as part of Security Deposit, same will be refunded to the successful tenderer after supply/work/warranty/Guarantee period is completed.
B) Earnest Money Deposit will be refunded to all unsuccessful Tenderers.
C) In case of failure to adhere or breach of any terms and conditions of this tender Kala Academy reserves the right to forfeit the security deposit of the tenderer

Signature and Seal of the Tenderer

..2..

- 7) The work should be completed within the stipulated period of one month from the date of placing the order. It may please be noted that the time will be essence of the contract.
- 8) No advance will be paid to the party, the payment will be effected on bills after Delivery of materials/completion of work and duly certified by committee appointed by Kala Academy.
- 9) FOR SPECIAL ATTENTION
 - A) The accompanying **Annexure A** is to be completed in all respects, type written and submitted duly accompanied with EMD in the form of Demand draft OR pay order.
 - B) In the event, the space provided in the format for any entry is not sufficient for covering the details, and if the contractor wishes to furnish more information, additional sheets may be inserted with appropriate references.
 - C) The tenderer should also enclose attested certificates from other clients along with copies of work order. These certificates will be considered while taking a decision on allotment of the work.
 - D) Each page of all documents enclosed in cover should be signed by the Tenderer of authorized person for having agreed to terms & Condition mention therein.
 - E) The rates should be quoted separately item wise.
 - F) The contractor should give guarantee for effectiveness of the supply/repairs/ treatment during the tenure one year or as per manufacturer's manual from the date of supply of material. In case of defects noticed during the contract period, the same will be inspected by both the parties and the contractor will be required to undertake remedial measures without any delay and Kala Academy will not be liable to pay any compensation for such work.

Signature and Seal of the Tenderer

- 10) Acceptance of alternate locations/space/ specification in lieu of or in addition to items specified in this document in the Annexure A shall be at the sole discretion of the Member Secretary, Kala Academy Goa.
- 11)
 - A) The Kala Academy shall be at liberty to reject outright the whole or part of the work which do not confirm to the standard or quality or specifications, and the contractors, shall if so directed, to undertake such work again up to the satisfactory of Kala Academy
 - B) The successful tenderer shall execute a warranty clause to the effect that the work executed under this contract shall be of the best quality and workmanship for the specification indicated in Annexure I, thereof.
- 12) The tenderer should sign each page of the tender paper for having agreed to the terms and conditions mentioned therein. In case of any counter terms and conditions specified by the tenderer, then such tenders will be summarily rejected. The rates should be entered in Annexure A to the tender paper.
- 13) Failure to adhere to any of the terms and conditions from Sr.no. 1 to 12 above shall constitute a breach of this contract and will attract action under 6(A) to (C) and 11 (A) and (B) by the Member Secretary, Kala Academy Goa.
- 14)
 - A) Recovery of liquidated damages computed @ half a percent on the total value of tender value for every day of delay in completion of the work, subject to maximum of 5% and when the delay exceeds 15 days to summarily termination of the contract.

OR

- B) Execution of the said work from alternate sources will be at the cost and risk of Kala Academy as a result of action as at (A) or (B) in the connection shall be made good by the contractor successful tenderer.
- 15) The Member Secretary, Kala Academy Goa reserves the right to reject any or all the tenders without assigning any reasons.

Signature and Seal of the Tenderer

- 16) The Member Secretary, Kala Academy Goa reserves the right to accept the whole or any part of the tender irrespective of the value of such orders on account of such division of the tender.

- 17) All the clauses in this document shall be subject to all relevant laws in force in Goa State and Disputes if any shall be referred to an Arbitrator, who shall be appointed by the Kala Academy. Other terms and conditions in this regard shall be as per Arbitration Act /Arbitration guidelines.

- 18) The supply order issued will come in force subject to signing of the agreement.

(Parag Nagarcenkar)
Director (Admin.)
Kala Academy

TERMS AND CONDITIONS AS ABOVE ARE ACCEPTED

Signature of the Tenderer

Name of the Tenderer

Address of the Tenderer

Date:

Place:

