



## Indian Association for the Cultivation of Science

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No. EL/ 054/ ADM/13

Date: 30.03.2013

### **MINUTES OF THE PRE-BID MEETING** **HELD ON 28.03.2013**

Name of Work: Annual Maintenance Contract for Electrical Distribution Network of the entire campus and round the clock operation & maintenance of indoor Electrical Substation including DG set of IACS, Jadavpur,

REF: NIT No. **El/047/13/14 Dated 21/03/2013**

As per terms of the above NIT, the pre-bid meeting was held on 28.03.2013 at IACS with the prospective bidders where the queries as raised by them were duly addressed. The gist of discussions is as under:

- i) **Regarding, workmen compensation under workmen compensation Act. 1923:**  
It was explicitly explained that, the workmen compensation under W.C. Act. is totally different from E.S.I. Scheme. The entrusted contractor for the above job shall have to provide the same for their employees to be posted at IACS, in addition to the E.S.I. facility.
- ii) **Regarding manpower deployment for the AMC of Sub-station & Elect. Dist. Network:**  
It was also explicitly mentioned that, the manning for sub-station would be on round the clock basis (7x24) wherein the manning for Elect. Dist. Network maintenance would be made only on general shift basis. In this context, it is mentioned that, beyond the working hours of general shift, the maintenance of Elect. Dist. Network for the entire campus of IACS will be looking after by the maintenance personnel of sub-station.

Apart from the above points, it is intended to bring to the notice of the prospective bidders that, the following terms & conditions / regulations to be observed by the entrusted contractor for the above noted works:

- i) **Tender Agreement:** A Tender agreement on non judicial stamp paper of Rs. 100/- to be arranged by the contractor for execution of an agreement between the contractor and IACS as per the prescribed format of Tender Agreement as enclosed herewith.
- ii) **Penalty on failure to maintain the desired power factor:** The maintenance of desired power factor for availing the maximum possible power factor rebate through operation of capacitor banks (manual) will be the sole responsibility of the maintenance staff on duty for sub-station work. IACS is already enjoying power factor rebate to its maximum possible extent on regular basis for the last one decade. This has become possible due to intensive care & close monitoring of the system parameters on round the clock basis by the maintenance personal. Accordingly, it is communicated that, in the event of any deviation from availing the benefit of power factor rebate, the entrusted contractor shall be responsible to compensate the same, in case the deviation is due to negligence in duty on the contractor's part.
- iii) **Penalty on un-wanted interruption of power supply:** IACS is having a number of state-of-the-art laboratories equipped with various costly equipments which need un-interrupted power supply. To facilitate the same, the maintenance personnel are to keep close monitoring on round-the-clock basis for 365 days in a year. Necessary corrective actions are to be taken by them accordingly to restore power supply as early as possible. DG set is required to be started within 5 minutes of interruption of power from CESC end or else one. The scope of work under

this contract also includes time to time communication / interactions with CESC Authority towards restoration of the supply at the earliest. On the other hand, preventive maintenance works has to be carried out on regular basis to keep the electrical distribution system healthy to avoid unwanted interruption of supply of power. However, matching penalty (based on the loses to be incurred by IACS in terms of financial & intellectual property loses) will be imposed upon the contractor where the decision of the Director of IACS will be final and binding to the contractor, in case the lose is due to negligence in duty on the part of the contractor.

- iv) **Payment of Bonus:** Annual Festival Bonus has to be paid to all the eligible contractor's employees by the Agency as per the provisions as contained in the "payment of bonus act. 1965" with latest amendments. The amount paid towards bonus will be reimbursed by IACS on actual basis.
- v) **Workmen Compensation Act.:** Workmen compensation act. denotes workmen compensation act. 1923 with latest amendments.
- vi) **Compliance of I.E. Rules & Acts:** The contractor is liable to comply with the provisions of the Indian Electricity Rules 1956 (amended upto date) and Acts 2003 during the currency of contractor and extended period if any thereof.
- vii) **Execution of the order of IACS:** The contractor shall be liable to carry out the operation & maintenance work as per the order of the Engineer-In-Charge or his Authorised Representative of the work. Necessary reporting to the Engineer-In-Charge from time to time (shift wise) by the employees of the contractor or supervisor or the contractor himself or herself is mandatory failing which appropriate action will be initiated which may even prompt IACS to cancel the work order also.
- viii) **Display of I. Card:** The contractor shall issue service Identity Card for their employees to be posted at IACS as per terms of the NIT which specify that, the employees while on duty should have to wear the said I. Card in order to display the same.
- ix) **Selection of Lowest bidder in case of equal quoting:** If the priced offers from more than one bidder are found to be same and stand lowest (L 1), then the comparison & the selection will be made on the basis of the total score obtained out of 100 marks in the Technical Bid. The break up of score will be as follows:
  - a) Financial Strength: 20 marks
  - b) Experience in similar nature of work during last 5 years: 30 marks.
  - c) Performance of works: 30 marks.
  - d) Personnel & Establishment: 10 marks.
  - e) Tools & Equipments including Transportations facilities: 10 marks.

However, assessment & marking to be made by IACS will be final and binding to the bidder and no appeal for review in this regard will be accepted.

- x) Please visit our website ([www.iacs.res.in](http://www.iacs.res.in)) on regular basis to get the up-to-date information until finalisation of the Tender.

**NOTE:** It is for the information to all concerned that, this minutes of the Pre-Bid meeting will form a part of the NIT & agreement to be executed thereon.

T.O. (Electrical)  
IACS, Jadavpur

## FORMAT OF TENDER AGREEMENT

ARTICLE OF AGREEMENT made at Kolkata this .....day of .....(Month)'2013 between **Indian Association for the Cultivation of Science (IACS) at Jadavpur, Kolkata-700 032**, a society under the Society Registration Act 1860 (hereinafter referred to as the **Employer** which expression shall include its successors and assigns and all the persons for the time being in management of the Society) of the one part and **M/s .....** (**Name of the Contractor**) (hereinafter referred to as the **Contractor** which expression shall include their respective heirs, executors, administrators and its successors and assignees) of the other part.

WHEREAS the Employer is desirous of getting the work of “.....(**Name of Work**)” as per the Schedule of the tender of IACS with specific terms & conditions as laid down thereon in the tender.

AND WHEREAS the contractor has agreed to execute the above stated work amounting to a contract value of approximately **Rs. ....(Rupees in Words)** or some other sum as may be arrived due to any amendment / adjustment or at by the final measurement at the unit contractual rates (hereinafter called the “Contract Value”) as will be arrived.

NOW IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:-

1. In consideration of payment of the said contract value or such other sum as may be arrived at the final measurement at unit prices, the contractor will, upon subject to the general terms and condition of the tender, execute and complete the work described in the schedule of work and shown in the drawing etc complying relevant rules and regulations in this regard with such variations by way of alterations and additions to, or deductions from the said work and method of payments therefore as are provided for in the said conditions.
2. This work is a manpower based job and its deployment on time based manner is the essence of the agreement and the contractor shall agree to do the same and shall abide by all rules & regulations in this regard accordingly.
3. The employer shall pay the contractor the said contract amount or such other sum as shall be payable at the time and the manner therein after specified in the said general terms & conditions of the tender.
4. All disputes & differences of any kind whatsoever arising out of or in connection with the contract of carrying out the works (whether during the progress of work or after the determination abandonment for breach of contract) shall be referred to Arbitration. The provision of Arbitration Act 1940 or statutory modifications or re-enactment thereof and or the rules made their under for the time being in force shall apply to Arbitration proceedings under this clause.
5. This agreement comprises of the following documents which shall be deemed to form and be read and constitutes as part of these presence viz.
  - a) Tender Notice /Enquiry notice with Schedule of Work
  - b) Tender/ Quotation offer accepted by the employer
  - c) Work order of the employer (order no. \_\_\_\_\_ )
  - d) General terms and Conditions of the tender
  - e) Drawing/Sketches/Layout etc (if any)
  - f) All correspondences by which the contract is added to or amended varied or modified in any way by mutual consent.

IN WITNESS WHEREOF THE PARTIES TO THESE PRESENCE HAVE HERE TO BE SAID AND SUBSCRIBED THEIR RESPECTIVE HAND THE DAY MONTH AND YEAR FIRST ABOVE WRITTEN.

In witness of:

1. \_\_\_\_\_  
For and on behalf of the employer  
  
Signed by.....
- For and on behalf of the contractor
2. \_\_\_\_\_  
Signed by.....