

TENDER FORM

Date:

To
The Registrar,
Indian Association for the Cultivation of Science (IACS)
2A & B, Raja S.C. Mullick Road, Jadavpur,
Kolkata-700 032.

Dear Sir,

I/We having examined the drawings, specifications, designs relating to the works specified in the memorandum hereinafter set out and having visited and examined the site conditions of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the works specified in the said memorandum and in accordance in all respects with the specifications, designs, drawings, and instructions in writing referred to in conditions of tender, the Articles of agreement, Terms and conditions and General Rules and Directions of the tender and with such materials as are provided for, by, and in all other respects in accordance with such conditions so far as they may be applicable.

1. **MEMORANDUM**

- | | |
|----------------------------|---|
| (a) Description of work: | Proposed repair, renovation and water proofing of Main Building roof, external side wall, parapet wall, at IACS, Jadavpur, Kolkata – 700 032. |
| (b) Location of work: | 2A, Raja S. C. Mullick Road. |
| (c) Earnest Money Deposit: | Rs. 65,000/- |
| (d) Estimated Cost: | Rs. 25,68,360/- |
| (e) Security deposit: | 10% (Ten percent) of the executed value of the work |
| (f) Completion period: | 60 Working days. |

2. Should this tender be accepted, I/We hereby agree to abide by and fulfill the terms and provisions of the said conditions of Contract hereto so far as they may be applicable or in default thereof to forfeit and pay to the Employer the amount mentioned in the said conditions.

3. We understand that the drawings, which are attached in the tender, are only to give an idea about the nature and magnitude of construction work. Therefore, Engineer in-charge reserves the rights to amend, add, alter or delete any construction details, which are deemed to be necessary for the proposed execution, and implementation of proposed scheme and the tender rates would not be altered thereby. The work can be decided to be executed in more than one location, within the campus of IACS including its original location as mentioned in the Notice Inviting Tender, if so decided by Engineer in-Charge for the best interest of the Institute, the same should also be agreed to by the contractor in writing on such occasion. No claim for compensation for loss of profit or otherwise shall be raised by us on such occasion. We agree that we shall not raise any claim for price escalation on building materials and labour or due to any other reasons during the tenure of the contract or its legitimate extended periods.

4. I/We have deposited by Demand Draft/Banker's Cheque as Earnest Money Deposit. I understand that Earnest Money Deposit will not bear any interest. Should I/We fail to execute the Contract when called upon to do so, I/We do hereby agree that this sum in full shall be forfeited by the Employer.

4. The list showing the particulars of large works carried out by me/us and the names of manufacturers of specialized items that will be used by me/us in the work are given below/enclosed.

5. Our Bankers & their address are:

(I)

(II)

3. The name of Proprietor/partners/Directors of our firm as applicable are :

(I)

(II)

Name of the partner of the firm authorized to sign

OR

Name of person having power of attorney to sign
the Contract (certified true copy of power of
attorney should be attached).

Yours faithfully,

Signature of Contractor with official stamp

TERMS AND CONDITIONS

1. Submission of a tender/quotation by a tenderer/ quotationer implies that they have inspected and examined the site and its surroundings and satisfied themselves as to the nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves, obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender.
2. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools and plants, water electricity, access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract document.
3. The tender/quotation for the work shall remain open for acceptance for a period of Ninety days from the date of opening of tender/quotation. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to IACS, then the IACS shall without prejudice to any other right or remedy is at liberty to forfeit the said earnest money as aforesaid.
4. All conditions/terms listed under “Terms and conditions” are applicable for all tenders/ quotations.
5. The successful tenderer /contractor, on acceptance of his tender by the accepting Authority, shall within 15 (Fifteen) days from the stipulated date of start sign the agreement on Non judicial stamp paper of requisite value.
6. The Registrar/ or Director of “Indian Association for the Cultivation of Science (IACS)” does not bind himself to accept the lowest or any tender and reserves to himself the authority to reject or cancel any or all tenders received without the assignment of any reason whatsoever.
7. The successful tenderer should submit “No- Claim Certificate” before submitting the Final Bill. The successful bidder should indemnify IACS from any claim of its suppliers or authorized sub-Contractors of the contractor.

TENDER

I/We have read and examined the notice inviting tender schedule of quantities, terms and conditions and all other contents of the tender document.

I/We hereby tender for execution of the work as per schedule of quantities as per specification, drawing and instructions.

I/We agree to keep the tender open for Ninety days from the date of submission and not to make any modifications in its terms and conditions.

A sum of Rs. _____ is hereby forwarded in Demand Draft/ Bankers cheque of a Scheduled Bank as earnest money which shall be retained by IACS towards Security Deposit to execute all the works as per schedule of quantities, any authorized deviation of schedule quantities, and non schedule items cropped up during the progress of the work.

I/We agree that should I/We fail to commence the work within stipulated period specified in the tender, an amount equal to the amount of the earnest money deposit mentioned above shall be absolutely forfeited by the IACS without prejudice to any other right or remedy available in law.

Date _____

Signature of Contractor
Postal address

Witness _____

Address/Occupation _____

Acceptance

The above tender is accepted by me for and on behalf of “Indian Association for the Cultivation of Science” for a sum of Rs. _____ (Rupees _____). The letters referred to below shall form part of this contract agreement.

a) _____

b) _____

Date : _____

For and on behalf of
Indian Association for the Cultivation of Science

Signature _____

Designation _____

General Rules and Directions

1. The tenderer shall fill in the rates both in words and figures. The amount against each item is also to be filled in. In case of any discrepancy, the rates quoted by contractor in words shall be taken as correct.
2. Sales Tax, purchase tax, turnover tax, Service tax or any other taxes and duties prevailing in respect of this contract shall be payable by the contractor. IACS will not entertain any claim whatsoever in respect of the same. the contractor should quote the rates / price comprising of the cost of all taxes including service tax and Labour Welfare Cess @ 1% of the value of the work done, duties, materials, labour, loading, unloading, Octroi etc. all inclusive.
3. Canvassing whether directly or indirectly in connection with tenders is strictly prohibited and the tender submitted by the contractor who resorts to canvassing will be liable for rejection.
4. The contractor whose tender is accepted will be required to furnish by way of Security Deposit for the fulfillment of his contract, an amount equal to 10% of the tendered value of the work. The Security Deposit will be collected by deductions from the running bills and Final bill of the contractor at the rates mentioned above and the Earnest money deposited in cash at the time of tenders will be treated as part of the Security Deposit.
5. On acceptance of tender, the name of the accredited representative of the contractor who would be responsible for taking instructions from the Engineer in Charge shall be communicated in writing to the Engineer in Charge.
6. All the works shall be carried out as per latest CPWD specification 2007 corrected up to date. Where CPWD specification is silent Indian standard specifications of B.I.S./National Building Code of India latest published and/or as laid down by West Bengal PWD / IACS are to be followed.
7. If the contractor fails to maintain the required rate of progress to complete the work and clear the site on or before the contract or extended date of completion, he shall without prejudice to any other right or remedy available under the law, pay compensation the amount calculated at the rates stipulated below or such smaller amount as the Director may decide (whose decision in writing shall be final and binding) on the amount of the tendered value of the work for every completed day/week (as applicable) that the progress remains below or that the work remains incomplete.
Liquidated Damage shall be deducted from the bill @ 1.00 % per Week of Delay subjected to maximum of 5% of the Value of the work done.
8. The Engineer in Charge 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 state

of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases.

- (i) If the contractor fails to rectify/replace the defects despite of written notice by Engineer in Charge.
- (ii) If the contractor suspends the progress of work so that in the opinion of the Engineer in Charge he will be unable to secure completion of the work by the date of completion and do not improve performance even after written notice.
- (iii) If the contractor neglects to carry out his obligations under the contract and/or commits fault in complying with any of the terms and conditions and does not make for remedy, even after written notice.

When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer in Charge on behalf of IACS shall have powers

- (a) To determine or rescind the contract. Upon such rescission, the full security deposit recoverable under the contract shall be liable to be forfeited and shall be absolutely at the disposal of IACS.
- (b) After giving notice to the contractor to measure up the work done by him, get the balance work done by another contractor. Any expenses which may be incurred in excess of the sum which would work had been executed by him, shall be borne and paid by the original contractor and may be deducted from any of his dues.

- 9. The time allowed for execution of the work or the extended time in accordance with these conditions shall be the essence of the contract.
- 10. The contractor shall submit "Running Account Bill" and Final bill supported by detailed measurements and shall provide necessary assistance deploying staff knowledgeable in taking measurements & Labour and tools for checking the measurement and quality of work whenever required.
- 11. The splashes and droppings from cement work, white wash colour wash painting etc. on walls, floors, windows etc. shall be removed and the surface cleaned as soon as these items are completed in individual rooms, quarters or premises etc. In case the contractor fails to comply with the requirement, the Engineer in Charge shall have the right to get this work done at the cost of the contractor either departmentally or through other agency after notice to the original contractor.

12. The contractor shall execute the whole and every part of the work in the most substantial and workman like manner both as regards materials and otherwise in every respect in accordance with specifications. Unless otherwise given in the contract documents the specification will mean standard specification and manual of Central Public Works Department corrected up to date, Bureau of Indian Standard Specifications, and/or any other published standard and National Building code of India.

13. The Engineer in Charge shall have the power to make alteration in, omission from, additions to, or substitutions for the original specifications drawings, design and instructions that may appear to him to be necessary, advisable, and unavoidable.

The rates for such altered, additional or substituted work shall be determined by the Engineer in Charge as under.

- (i) Rates present in the schedule of rates mentioned which was used “in general” for making the estimation of the said work, Plus/minus the percentage by which the tendered amount of the works awarded is higher or lower than the corresponding estimated amount.
- (ii) Market rate analysis of the items, where the rate is non-schedule.

14. Deviation limit for individual item is plus/minus 50% (fifty per cent). In case the total final bill value is within 10 per cent positive deviation, no separate approval is required for processing the bill. In case the Final bill value exceeds 10 % positive variation with respect to its work order value, separate approval from Registrar and Director is required to process the bill.

No extra claim or escalation of price whatsoever will be entertained in this regard.

15. The contractor shall provide all necessary superintendence during execution of work and as along there after as may be necessary for proper fulfilling of the obligations under the contract.

16. 53 grade ordinary Portland cement conforming to IS 12269 or Portland slag conforming to IS: 455 to be procured from authorized dealers of Ultra Tech./A.C.C./ Lafarge/ or equivalent manufacturers. TMT reinforcement steel or M.S. Sections of SAIL/ TICO /RINL or equivalent will be used in construction. The sample should be produced to Engineer in-Charge beforehand for approval. Any material used in construction shall be produced to Engineer in-Charge beforehand for approval.

17. (i) The contractor shall pay their workers as per the provisions of Minimum wages Act fixed and notified by the Government from time to time. No person below the Age of 14 years shall be employed to act as a workman. Contractor should conform to all other labour Laws prevailing at the time of execution of the Work.
- (ii) First AID Box shall be made available by the contractor at all work sites.
- (iii) The contractor shall provide all safety measures to his workmen like working platform, suitable scaffolding, gangways, ladder, helmets, gumboots, gloves safety belts, insurance coverage etc. according to the situation and nature of work.
- (iv) In every case where compensation is to be paid to a workman employed by the contractor, as per provisions of Workmen's Compensation Act. The contractor shall arrange to pay such compensation in full and IACS will recover the same from the dues and/or security deposit of the contractor and make arrangement to pay the same to the concerned.
18. In case of any dispute arising out of this contract during the progress of the work or after the cancellation, termination, completion or abandonment, the case may be referred to the Director IACS for conciliation.

The Indian Arbitration and conciliation Act – 1996 shall be applied to this contract. The legal jurisdiction is Calcutta High Court.

It is also a term of the contract that if the contractor does not raise any claim in writing within 90 days from the date of cancellation, termination, completion or abandonment, the claim of the contractor shall be deemed to have been waived.

19. Labour Welfare Cess @ 1% (**under the Building and other Construction Workers Welfare Cess Act, 1996**) of the value of the work done shall be deducted from the Bill(s) of the contractor while releasing payment.
20. The Successful Contractor shall enter into Formal Agreement with “Indian Association for the Cultivation of Science (IACS)” within 15 days from the date of placement of the Work Order on a Non-Judicial Stamp Paper.
21. In the case of item rate Tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved to be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates

quoted by the contractor in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

22. As soon as possible after the Contract is concluded, the Contractor shall submit a Time and Progress chart for each mile stone and get it approved by the Department.

23. If the work(s) be delayed by:-

- (a) force majeure, or
- (b) abnormally bad weather
- (c) serious loss or damage by fire, or
- (d) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the works, or
- (e) delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the contract, or
- (f) any other case which, in the absolute discretion of the Engineer-in-Charge is beyond the contractor's control.

Then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the authority but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the work.

24. Security Deposit:

(a) A sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor including the Final bill. The EMD amount shall be adjusted with the Security amount so that the total security shall be 10% of the executed value of the work.

IACS will release 5% of the security deposit after one year or one monsoon period, whichever is later, from the date of virtual completion of the work.

Balance 5% of the security deposit shall be returned after 2 year or 2 monsoon periods whichever is later, reckoned from the virtual completion of the work.

(b) The contractor shall deposit an amount equal to 5% of the tendered value of the work as performance guarantee in the form of an irrevocable Bank Guarantee bond of any scheduled Bank in accordance with the prescribed form within 3 days of issue of letter of intent but before award of work. The period can be further extended by the Engineer in-Charge up to a maximum period of 3 days on written request of the contractor.

After recording the completion certificate for the work by the competent authority, the performance Guarantee (PBG) shall be returned within 15 days from virtual completion of the work.

25. Performance Guarantee:

The successful bidder on completion of the work shall submit **“Performance Guarantee Bond”** towards efficient performance of the waterproofing system for a period of 10 year on a non judicial stamp paper of Rs. 100/- as per the standard format attached with tender document.

Performance guarantee bond for the work “Proposed repair, renovation and waterproofing of Main Building Roof, external side wall, parapet wall, at IACS, Jadavpur, Kolkata – 700 032. Ref. Work Order No: ADM/CIVIL/ /2013 – 14 dated.....

The agreement made this of 2014(Two thousand fourteen) between M/s.(hereinafter called the Guarantor of the one part) and the Registrar (herein after representing Indian Association for the Cultivation Of Science(IACS) of the other part).

Whereas this agreement is supplementary to the contract vide work order no- ADM/CIVIL/ /2013-14 dated.....(herein after called the contract) dated and made between the Guarantor of the one part and the IACS of the other part, where by the contractor interalia, undertake to render the buildings and structures in the said contract completely water and leak proof.

And Whereas the Guarantor agreed to give a guarantee to the effect that the said structures will remain water and leak proof for ten(10) years from the date of completion of water proofing treatment.

Now the Guarantor here by guarantees that water proofing treatment given by him will render the structures completely leak proof and the minimum life of such water proofing treatment shall be ten years to be reckoned from the date of virtual completion of the work.

Provided that the Guarantor will not be responsible for leakage caused by earth quake or structural defects or misuse of roof or alteration and for such purpose

- (a) Misuse of roof shall mean any operation which will damage water proofing treatment, like chopping of firewood and things of the same nature which might cause damage to the roof.
- (b) Alteration shall mean construction of an additional storey or a part of the roof or construction adjoining to existing roof whereby proofing treatment is removed in parts.
- (c) The decision of the Engineer in charge with regard to cause of leakage shall be final.

During this period of Guarantee, the guarantor shall make good all defects and in case of any defect being found, render the building water proof to the satisfaction of the Engineer in charge at his cost and shall commence the work for such rectification within seven days from the date of issue of the notice from the Engineer-in-Charge calling upon him to rectify the defect, failing the work shall be got done by IACS by some other contractor at the GUARANTOR'S risk and cost. The decision of the Engineer-in-Charge as to the cost payable by the Guarantor shall be final and binding.

That if the Guarantor fails to execute the water proofing or commits breach there under, then the Guarantor will indemnify the Principal and his successors against all loss, damage, cost, expense or other wise which may be incurred by him by reason of any default on the part of the Guarantor in performance and observance of this supplementary agreement. As to the amount of loss and /or damage and/or cost incurred by the Government, the decision of the Engineer in charge will be final and binding on the parties.

In witness whereof these presents have been executed by the Obligor *M/s*..... and by the *Registrar*, for and on behalf of IACS on the day, month and year first above written.

Signed, sealed and delivered by Obligor in the presence of:

- 1.
- 2.

Signed for and on behalf of IACS by the Registrar in the presence of:

- 1.
- 2.