

ANNEXURE - I

भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान कोलकाता INDIAN INSTITUTE OF SCIENCE EDUCATION & RESEARCH (IISER) KOLKATA

Mohanpur Campus, Mohanpur – 741246 Dist. Nadia, West Bengal

No. : IISER-K/Civil/19-20/13

Date: 30.10.2019

WEB NOTIFICATION

1. The Superintendent Engineer invites on behalf of the Director, IISER Kolkata, bids from eligible contractors for the work mentioned below.

Name of work	:	Repainting of sports gallery .
NIT NUMBER	:	IISER-K/Civil /19-20/13
Estimated Cost	:	<u>Rs.1,34,865.00</u>
Earnest Money	:	<u>Rs. 2700.00</u>
Stipulated period of work	:	<u>21 days.</u>
Cost of tender documents	:	Rs. 500/- (Five Hundred only) (Non - refundable)
Last Date of Download of tender	:	up to 3:00 P.M. on 13/11/2019
Last date & time of submission of tender	:	Up to 5:00 P.M. on14/11/2019
Time & date of opening of tender	:	After 4:00 P.M. on 15/11/2019

Bidders should note that the fees for "**Cost of Tender Documents**" and "**Earnest Money Deposit**" must be transfer through online payments including RTGS and NEFT. Transaction details of online payment should be uploaded along with the tender documents and also original copies of the same should be submitted along with the other documents to the office of the Tender Inviting Authority. Payment through any other mode will not be accepted by the tender inviting Authority

Bank Account Details of the Institute as follows: NAME OF THE ACCOUNT HOLDER : - IISER KOLKATA

ACCOUNT NUMBER: 089301000011530

IFS CODE OF THE BRANCH: IOBA0000893

BANK NAME: INDIAN OVERSEAS BANK, SALTLAKE CITY BRANCH



- 2. Tender documents may be downloaded from the official website of IISER Kolkata (<u>http://www.iiserkol.ac.in/announcements/tenders</u>) w. e. f. 30/10/2019 to 13/11/2019. Tender should be submitted along with valid documents of eligibility criteria.
- 3. The Bidders shall submit the tender documents duly filled in and signed and stamped by the authorized signatory on each and every page. Tenders not submitted in the prescribed form and as per the terms and conditions stated in the Annexure I shall be liable for rejection.
- 4. The tender shall be submitted in the original tender document (as issued by the IISER, Kolkata) super scribing the name of work as specified below clause.
- 5. The Director, Indian Institute of Science Education & Research, Kolkata shall be the "Accepting Authority" hereinafter referred to as such for the purpose of this Contract.
- 6. The Tender document is not transferable.

भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान कोलकाता INDIAN INSTITUTE OF SCIENCE EDUCATION & RESEARCH (IISER) KOLKATA Mohanpur Campus, Mohanpur – 741246 Dist. Nadia, West Bengal TERMS AND CONDITIONS OF THE TENDER

1. COST OF TENDER FORM

Bidders should note that the fees for "**Cost of Tender Document** must be transfer through online payments including RTGS and NEFT. Transaction details of online payment should be uploaded along with the tender documents and also original copies of the same should be submitted along with the other documents to the office of the Tender Inviting Authority. Payment through any other mode will not be accepted by the tender inviting Authority.

2. BIDDERS ELIGIBILITY

2.1 Credential:

- A. Those who have completed three civil works of value not less than 40% of the estimated cost put to tender, or
- B. Those who have completed two civil works of value not less than 50% of the estimated cost put to tender, or
- C. Those who have completed one civil works of value not less than 80% of the estimated cost put to tender, all amounts rounded off to a convenient figure, in the last Five year ending of the last day of the month previous to the one in which the tenders are invited.
- D. The Bidders are supposed to fulfil the terms and conditions given in the Tender Form. **Bidders not fulfilling the said requirement shall not be considered**.

3. EARNEST MONEY DEPOSIT

Bidders should note that the fees for "**Earnest Money Deposit**" must be transfer through online payments including RTGS and NEFT. Transaction details of online payment should be uploaded along with the tender documents and also original copies of the same should be submitted along with the other documents to the office of the Tender Inviting Authority. Payment through any other mode will not be accepted by the tender inviting Authority

4. DEADLINE FOR RECEIPT OF THE TENDER

Unless otherwise specified in the Tender Form, your Tender must reach this office before **5:00 p.m.** on **14/11/2019**.

The IISER Kolkata shall not be responsible for any postal/courier delay and any Tender received after the last date and time of the Tender, shall not be entertained.

5. SECURITY DEPOSIT

10% of the value of the Bill quantity as Security Deposit will be deducted from the bill during payment and the same will be return after successful completion of maintenance period.

NOTICE INVITING TENDER



6. VALIDITY PERIOD OF TENDERS

- a) The Tenders submitted shall remain valid for acceptance for a period of 120 days from the date of opening of the Tender. If any Bidders withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the IISER, Kolkata, then the IISER, Kolkata shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. In that case Bidders shall not be allowed to participate in the re-tendering process of the work.
- b) The rates quoted in the tender shall remain valid for acceptance for 180 days from the date of submission of tender. The accepted rate shall remain valid during currency of contract. No escalation of price in any event and manner shall be allowed during the contractual period.
- c) In case the Bidders fail to meet the requirement/ quality of works for IISER Kolkata, earnest money/security deposit shall be liable to be forfeited. Thereafter, IISER Kolkata shall have right to get the required quantities of materials from any other Bidders or source without any notice.

7. PRICES

- a) The <u>basic rate</u> should be stated for each item separately as shown in the Annexure III (Schedule of Items) inclusive of education cess, excise duty and any other expenses and cash discount, if any. The <u>GST</u> and <u>carriage rate</u>, if any, may also be included in the basic rates. If no rate is specified, it will be treated as nil. If the Bidder wants to offer any discount, the same should be included in the basic rates.
- b) The rates for each item must be quoted both in words and figures. The Tender form and other document, if any, may be filled in **English** and all entries must be typed or hand-written in ink clearly readable. Overwriting of rates is not permitted. The corrections, if any, should be attested by the Bidders with their signatures.
- c) The IISER Kolkata shall not entertain any increase in the rates during the validity period of Tender stated at Para-6. However, in the event there is a reduction in Government levies/duties during the period of order, corresponding benefit of reduction shall be passed on to the IISER Kolkata. Accordingly in case of any increase in levies/duties during the period of order, the payment of such increase shall be made to the Bidders.

8. SUBMISSION OF TENDER

Tender shall be submitted by the Bidders in a single envelope and the bid shall consist of the following:

- i) **Earnest Money** As mentioned in the item No.3.
- ii) Cost of Tender Form As mentioned in the item No.1.
- iii) <u>Annexure I, II and III</u> Each page of the Annexure shall be signed and stamped by the authorized signatory.
- iv) Other Documents
 - a) Photo copy of GST Registration Certificate.
 - b) Photo copy of PAN Card.
 - c) Photo copy of IT Return for the last three financial years.
 - d) Photo copy of Trade licence
 - e) Photo copy of Credential certificate as mentioned in the item No. 2



Bid duly should be sealed in an envelope and super scribed as **Repainting of sports gallery** 14/11/2019.

Duly sealed Tender must be sent to the **Despatch Section, Admin block**, **IISER Kolkata, Mohanpur – 741 246** within the stipulated time and date. Institute will not be liable or responsible for any postal delay.

Bids not submitted in the prescribed manner and without the desired documents shall be summarily rejected.

9. OPENING AND EVALUATION OF TENDER

- a) The Bidders or their authorized representatives may, if they so desire, be present at the opening of the Tenders at the time and date specified in the open tender.
- b) In the event of the specified date for the opening of Tender is declared a holiday or due to any circumstances, if the Tenders could not be opened on the specified date by the IISER Kolkata, the Tenders will be opened at the appointed time and location on the next working date.
- c) The envelope containing the Technical Bid shall be opened first on the prescribed date after opening the seal of outer cover. Eligibility related documents shall be evaluated and parties qualified/disqualified by the competent authority. Financial bid of qualified bidders shall then be opened at notified time, date and place in presence of bidders or their representatives.
- d) Incomplete, ambiguous and Conditional tender shall be rejected. If any Tender does not contain earnest money in the manner prescribed in the tender documents, then that tender will be rejected and the Bidders will be informed accordingly. All other valid Tenders shall be considered for further process.

10. RIGHT OF ACCEPTANCE

- a) The Institute is not bound to accept the lowest quoted rate of any item, because the quality of works vis-a-vis quoted rates shall be the main criteria in the selection of works by the competent authority.
- b) Canvassing in any form at any stage shall be a disqualification and the Institute reserves the right to reject the Tender of such party without assigning any reason.
- c) The IISER Kolkata reserves the right to either accept or reject any or all the Tenders and accept the whole or any part of any Tender without assigning any reason. The competent authority on behalf of the Director, IISER-KOLKATA reserves to himself the right of accepting the whole or any part of the tender and the bidders shall be bound to perform the same at the rate quoted.
- d) Submission of a tender by a Bidders implies that he/she has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be executed and local conditions and other factors having a bearing on the execution of the works
- e) Any addendum so issued shall be part of the tender documents as well as Contract document and shall be communicated in writing or by email / fax to all the purchasers of the tendering documents. Prospective Bidders shall acknowledge receipt of each addendum by email / fax to the

IISER, Kolkata. Original addendum issued by IISER, Kolkata duly signed should be submitted along with tender documents.



11. COMMUNICATION OF ACCEPTANCE

Acceptance of terms and conditions of Tender by the Bidder shall be conveyed to IISER Kolkata by the way of signing and stamping the letter as per the format given in Annexure II. In the case of successful Bidders, acceptance of order shall be given to understand that the Bidders is willing and agree to execute the required quantity and quality of works during the validity period of Tender. No separate contract shall be signed.

12. TERMS OF EXECUTION

- a) Bidders have to ensure that the complete stock of materials, used in the work as per the standard laid down by the IISER Kolkata and BIS.
- b) The Bidders shall be responsible for all losses and damages from any cause whatsoever while the work is going on or are in the course of transact to the IISER Kolkata. The Bidders shall alone be responsible to make claim against transportation carrier or loss or damage of the goods. The cost of the transit insurance should be borne by the Contractor.
- c) Before Bidding, the Bidder(s) may visit the site, at their own cost, to satisfy themselves about the local conditions and constraints and other matters. The Bidder shall be presumed to have carefully examined Drawings, General Conditions, Technical Specifications, IS Specifications, BOQ etc. and to have fully acquainted themselves with all details of site location, work front, site constraints, communications, underground utility services, materials, labours, water supply position, electricity and any other general information pertaining to and needed for the work to be completed within stipulated period, and shall quote accordingly taking all these factors into account. No claim whatsoever on the ground of insufficient knowledge about the work site or local condition will be entertained.
- d) The time allowed for carrying out the work will be 21 days from the date of start from the first date of handing over of the site.

13. INSPECTION OF PAPER

- a) The work made by the Bidders shall be physically verified as per the set norms by the Competent Authority of the IISER Kolkata. The decision of the Competent Authority of the IISER Kolkata shall be final and binding.
- b) The Bidder or their representative should also be present at the time of physical verification of materials. At the same time, materials shall be taken out at random for the testing.
- c) In case of any variation in quality or specifications in the supply, the complete stock of materials to be used in the work may be liable for rejection. In case of minor variations, IISER Kolkata may consider to accept the supplies after imposing appropriate penalties to be decided by the Director, IISER Kolkata.
- d) Bidders shall have to lift the rejected stock of materials at his own cost on "as is where is basis" within a period of 07 days. The Bidders shall have no claim on the rejected materials if the same is not lifted within a period of 07 days and thereafter.
- e) The Employer reserves the right to exclude any of the scheduled items on reasons of the rates not being reasonable or subsequent changes in design for evaluation of tender during the execution of work



14. <u>PAYMENT</u>

- a) Payment shall be made on Work Order basis only on satisfactory compliance of all the tender conditions stipulated and performance of the job satisfactorily and submission of bill by the firm.
- b) Proportionate amount from the bill shall be deducted if the contractor fails to comply with any of the responsibilities under the work order/ contract. Such amounts shall be decided by the IISER Kolkata and shall be binding on the contractor.

15. LIQUIDATED DAMAGE

For any delay in completion of the work beyond the stipulated period, liquidated damages @ 1% per week on contract sum shall be recovered from your bill subject to a maximum of 10% of contract sum.

16. ANNUAL TURN-OVER

Average annual turn-over during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the approximate estimated amount put to tender. They should have been active business in the last three years.

18. ARBITRATION CLAUSE:

- a. All disputes or differences arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the rules of Arbitration of the Indian Council of Arbitration and the award, made in pursuance thereof shall be binding on the parties.
- b. In event of any dispute the arbitration sitting shall be in Kolkata only. The courts of West Bengal only shall have jurisdiction to entertain the matter and not in any other place. The expenditure of arbitration if any will be equally borne by both the parties. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its case prior to during and after the arbitration proceedings shall be bare by each itself.



<u>ANNEXURE – II</u>

ACCEPTANCE OF TERMS AND CONDITIONS BY THE BIDDER

To The Director IISER Kolkata Mohanpur – 741246

Sub: Submission of Tender for the work of "Repainting of sports gallery 14/11/ 2019."

NIT No. IISER-K/Civil/19-20/13 Dt. 30/10/2019

Dear Sir,

With reference to your notice inviting tender, I/We hereby agree to the complete work detailed in the Annexure III or such portion thereof as you may specify in the acceptance of Tender at the price given in the Annexure III and agree to hold this offer open as per terms and conditions stated in Annexure I. I/We have understood the terms and conditions of the Tender as given in the Annexure-I (Clause 1 to 14) and accept the same. I/We have thoroughly examined the specifications quoted in the Schedule hereto and am/are fully aware of the nature and quality of the work required and my/our offer is to execute the work strictly in accordance with the requirements.

It is certified that we have not been black-listed in any of the Government Department.

A RTGS and NEFT /pay orde	er (UTI No	for	lated Rs	_ drawn on
(Rupees enclosed. The following pages have bee) as Earnest	
Date : Place :			Signature with :	stamp
		[SI	GNATURE OF TH	IE BIDDER]

Name of the firm: _____

Address: _____

Abstract of Estimate

Name of work :- Repainting of sports gallery.

It. No.	Sub-heads and items of work	Qty	Unit	
1	Removing white or colour wash by scrapping and sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete	745	sqm	
2	12 mm cement plaster of mix :			
2	(a) 1:6(1 cement : 6 fine sand)	100	sqm	
3	Applying one coat of water thinnable cement primer of approved brand and manufacture on wall surface :			
	(a) Water thinnable cement primer	745	sqm	
4	Finishing walls with Acrylic Smooth exterior paint of required shade:			
	a) Old work (Two or more coat applied @ 1.67 ltr/ 10 sqm) on existing cement paint surface			
		745	sqm	