

## **NOTICE INVITING BID**

Notice No:	MY/D(AA)/16/24 Date: 01.06.2016
Location of Work:	Indian Institute of Engineering Science and Technology, Shibpur
	Post: Botanic Garden, Howrah: 711103
Name of Work:	Door to door collection of biodegradable & non-biodegradable garbage from different buildings/areas within IEST, Shibpur campus and loading/unloading and transporting the same by suitable vehicles to different vats and dumping sites as directed by the Authority.
Date of N. I. T. Publication:	Date: 01.06.2016
Date of Upload of Bid Document in the Institute Website:	Date: 01.06.2016, Time 11.00 Hours
Time and Date of Pre-Bid meeting:	Date: 14.06.2016, Time 17.00 Hours Place: Alumni Seminar Room at 1 <sup>st</sup> floor of the 8-storied Administrative Building, IEST, Shibpur
Last Date of Submission of Bid:	Date: 21.06.2016, Time 16.00 Hours
Bids shall be submitted to:	The Office of the Dean, Infrastructure Planning and Management, IEST, Shibpur
Date of Opening of Part-1 of the Bids:	Date: 21.06.2016, Time 17.00 Hours
Date of Opening of Part-2 (Financial Bids):	Will be opened on subsequent date in respect of only those bidders who will qualify for bidding on the basis of the information furnished in <b>Part-1</b> . The date of opening of the <b>Part - 2</b> will be communicated by post / notice in the Institute's website.
Place of Opening of Bids:	The Office of the Dean, Infrastructure Planning and Management, IEST, Shibpur
Clarification needed on Bidding Documents to be notified in writing and email to:	The Dean, Infrastructure Planning and Management, IEST, Shibpur Email: dean.ipm@iests.ac.in & bandyopadhyay.aditya@gmail.com
Enquiry seeking clarification on tender document should reach to the employer not later than:	Date: 13.06.2016, Time 17.00 Hours
Officer Inviting Bid:	<b>Dean, Infrastructure Planning and Management, IEST, Shibpur</b>

## **INVITATION FOR BID**

**(IFB)**

INVITATIONS FOR BIDS (IFB)

Date:  
 Bid No.:

1. The Dean, Infrastructure Planning and Management, IEST, Shibpur invites sealed **item rate tender** for the construction of work detailed in the table and scope of work/s.
2. Bidders are advised to note the minimum qualification criteria specified in Clause 4 of the Instructions to Bidders to qualify for the award of the contract.
3. Bidding documents (and additional copies) are to be downloaded from the website [www.iiests.ac.in](http://www.iiests.ac.in) . Cost of the bid documents is Rs. 500/- (Rupees five hundred only). This amount is payable at the time of submission of tender, in the form Demand Draft on any Scheduled bank payable at Kolkata in favour of “*The Registrar, Indian Institute of Engineering Science & Technology, Shibpur*”.
4. **The Bid will be received in two parts in two separate envelopes. Part-1: Documents related to qualification criteria and Part-2: The Financial Bid**
5. Bids must be accompanied by security of the amount specified for the work in the table below, drawn in favour of *The Registrar, Indian Institute of Engineering Science & Technology, Shibpur*. Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid.
6. Bids must be delivered to the Dean, IPM, IEST, Shibpur on or before 16.00 hours on 21.06.2016 and Part-1 of the Bid will be opened on the same day at 17.00 hours, in the presence of the bidders who wish to attend. If the office happens to be closed on the date of receipt of the bids as specified, the bids will be received and opened on the next working day at the same time and venue.
7. **Part-2** of the bid will be opened on subsequent date in respect of only those bidders who will qualify for bidding on the basis of the information furnished in Part-1. The date of opening of the **Part -2** will be communicated by post / notice in the Institute’s website.
8. A pre-bid meeting will be held on 14.06.2016 at 17.00 hrs at the Alumni Seminar Room at 1<sup>st</sup> floor of the 8-storied Administrative Building, IEST, Shibpur to clarify the issues and to answer questions on any matter that may be raised at that stage as stated in Clause 9.2 of ‘Instructions to Bidders’ of the bidding document.
9. Other details can be seen in the bidding documents.

**TABLE-1**

<u>Description of work</u>	<u>Area of the campus</u>	<u>Estimated quantity of the garbage</u>	<u>Approx. value of the work</u>	<u>Bid security</u>	<u>Cost of bid document</u>	<u>Duration of the Contract</u>
1	2	3	4	5	6	7
Door to door collection of biodegradable & non-biodegradable garbage from different buildings/areas within IEST, Shibpur campus and loading/unloading and transporting the same by suitable vehicles to different vats and dumping sites as directed by the Authority.	114 Acre (approx)	4.00 ton (approx.) per day	Rs. 40 (forty) lakh	Rs. 1.00 (one) lakh	Rs. 500/-	12 (twelve) months

Note: 1. Values of the work shown in column 4 are approximate and indicative only. Quotations may vary as per the bidder’s decision.

2. A sample filled up FORMAT OF PRICED BILL OF QUANTITIES as specified in 1(b) (ii) is furnished in page no. 24, *For convenience*.

Seal of office

Cleaning of Garbage

10. Scope of Work:

a) Introduction

IEST, SHIBPUR has under taken a scheme for management of the solid waste generated from staff quarters, hostels, academic, office and other service buildings / set ups, etc., located inside the campus.

The present contract broadly deals with the collection of the wastes, sorting & separation to biodegradable & non-biodegradable components, transfer of the biodegradable component at the vats inside the campus for processing, transfer and disposal of the non-biodegradable component at the HMC approved dumping yard located outside the IEST Campus.

b) Quantity and Nature of the Waste:

The estimated quantity of solid waste generation is about 3.00 ton to 4.00 ton per day, of which the quantity of biodegradable component may vary within 50% - 75% range.

The waste may contain in general, but not limited, to the following classes of materials in varying proportions:

- |                                     |   |
|-------------------------------------|---|
| <u>Biodegradable Component:</u>     | Food and kitchen waste, green waste, paper  |
| <u>Non-biodegradable Component:</u> | <ul style="list-style-type: none"> <li>i) Synthetic paper, glass, bottles, cans, certain plastics, fabrics, clothes, etc.</li> <li>i) Construction and demolition waste, dirt, debris.</li> <li>ii) Waste clothing, tetra packs, waste plastics such as toys.</li> <li>iii) Light bulbs, fluorescent tubes, spray cans and containers</li> <li>iv) Medical waste</li> </ul> |

c) Work Requirements

Daily door to door collection of biodegradable and non-biodegradable wastes/garbage separately from every residential, non-residential, service buildings and strategic locations within the IEST, Shibpur campus, loading/unloading and transporting of the garbage by suitable vehicles/carts to the specified vats or outside of the campus as directed by concerned authority, including supply of coloured bins in required sizes and numbers suitable for collection of two types of garbage from each and every buildings and locations as stated above, with all necessary manpower / labours, tools and machineries, vehicles, carts, etc., throughout the period of one year.

d) Items of Activities & schedule

Sl. No.	Item of Activity	Work Schedule
1	Daily collection of the deposited biodegradable garbage from the specified garbage bins placed at the each and every buildings and strategic locations of the campus and transferring the collected garbage by suitable vehicle/ cart to the compost plant site vats, including supply of coloured garbage bins of required number and sizes as necessary for the entire contract period.	Twice Daily: a) Within 10 A.M. from all areas. b) Within 5-30 P.M. from hostels, office buildings, canteens, guest house & other eateries, *hospital.

2	Daily collection of the deposited non-biodegradable garbage from the specified garbage bins placed at each and every buildings and strategic locations of the campus and transportation and unloading of the garbage by suitable vehicle/ cart at the HMC approved dumping yard or any other vats as directed by the authority and including supply of coloured garbage bins of required number and sizes as necessary for the entire contract period.	Twice Daily: a) Within 10A.M. from all areas. b) Within 5-30P.M. from hostels, office buildings, canteens, guest house & other eateries and *hospital.
3	Keeping the dumping areas/vats in clean and hygienic condition by spreading necessary chemicals and insecticides as per direction of the authority.	Daily before 10-00A.M. once.

### 11. Relevant Issues:

The prospective Contractor should deploy adequate manpower, garbage bins, garbage carts and adopt suitable methods of operation to achieve required level of productivity as well as control in safeguarding of the environment on and off the Site.

The Contractor's management and supervisory team should have suitable expertise to manage site activities and logistics safely and efficiently.

The work is to be carried out carefully to prevent any damage to the existing water storage / water supply system, electrical systems and other services inside the Institute campus. Any damage to these services out of negligence may result in imposition of financial penalty to compensate the cost of rectifying the damage.

The contractor is to co-operate with the IEST, Shibpur to minimise disruption of other activities & work.

The prospective bidders / contractors shall consider that accommodation of their personnel and labours is not allowed at IEST SHIBPUR premises.

Seal of office

**SECTION 1: INSTRUCTIONS TO BIDDERS**  
**(ITB)**

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## **A. General**

### **1. Scope of Bid**

- 1.1** The Dean, Infrastructure Planning and Management, IEST, Shibpur (referred to as Employer in these documents) invites bid for the work (as defined in these documents and referred to as "the work") detailed in the table given in IFB.
- 1.2** The successful bidder will be expected to complete the works during the period of the contract.

### **2. Deleted**

### **3. Eligible Bidders**

- 3.1** This *Invitation for Bids* is open to all bidders from the Indian Republic.
- 3.2** Deleted
- 3.3** Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices in accordance with sub-clause 37.1.

### **4. Qualification of the Bidder**

- 4.1** All bidders shall provide in Section 2, Forms of Bid and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 4.2** In the event that Pre-qualification of potential bidders has been undertaken, only bids from prequalified bidders will be considered for award for Contract. These qualified bidders should submit with their bids any information updating their original prequalification applications or, alternatively, confirm in their bids that the originally submitted prequalification information remains essentially correct as of date of bid submission. The update or confirmation should be provided in Section 2.
- 4.3** If the Employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids in Section 2:
- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
  - (b) total monetary value of work performed for each of the last five years;
  - (c) experience in works of a similar nature and size for each of the last five years, and details of works under way or contractually committed; and clients who may be contacted for further information on those contracts;
  - (d) major items of equipment proposed to carry out the Contract;
  - (e) deleted
  - (f) reports on the financial standing of the Bidder;
  - (g) evidence of adequacy of working capital for this contract (access to line (s) of credit and availability of other financial resources);

- (h) authority to seek references from the Bidder's bankers;
- (i) information regarding any litigation or arbitration resulting from contracts executed by the Bidder in the last five years or currently under execution. The information shall include the names of the parties concerned, the disputed amount, cause of litigation, and matter in dispute;
- (j) deleted
- (k) the proposed methodology of execution of the contract backed with equipment planning and deployment, duly supported with broad calculations justifying their capability of execution and completion of the work.

**4.4** Bids from Joint ventures are not acceptable.

**4.5 A. To qualify for award of the contract, each bidder in its name should have in the last five years i.e 2011-12 to 2015-16**

- (a) achieved, in at least two financial years, a minimum annual financial turnover (in all classes of civil engineering construction works only) of Rs 80.00 lakh @ at 2016-16 price level;
- b) satisfactorily completed (not less than 90% of contract value), as a prime contractor, at least **one similar work** of value not less than Rs 30.00 lakh @ at 2015-16 price level;
- (c) deleted
- (d) deleted
- (e) deleted

(@) *at 2016-17 price level. Financial turnover and cost of completed works of previous years shall be given weightage of 5% per year based on rupee value to bring them to 2016-17 price level\*.*

**4.5 B. Each bidder should further demonstrate:**

- (a) Deleted
- (b) Deleted
- (c) Liquid assets and/or availability of credit facilities of no less than Rs. 4.00 lakh in the format given in Section 2.  
**(Credit lines/letter of credit/certificates from Banks for meeting the funds requirement etc.)**

**4.5 C. Deleted**

**4.6 Deleted**

**4.5.1 Deleted**

**4.7 Deleted**

**4.8** Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or



- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- participated in the previous bidding for the same work and had quoted unreasonably high bid prices and could not furnish rational justification to the employer.

**5. One Bid per Bidder**

5.1 Each bidder shall submit only one bid.

**6. Cost of Bidding**

6.1 The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs.

**7. Site visit**

7.1 The Bidder, at the Bidder’s own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Works. The costs of visiting the Site shall be at the Bidder's own expense.

**B. Bidding Documents**

**8. Content of Bidding Documents**

8.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with Clause 10:

Invitation for Bids

Section	1	Instructions to Bidders
	2	Forms of Bid and Qualification Information
	3	Conditions of Contract
	4	Bills of Quantities
	5	Forms of Securities

8.2 Deleted.

**9. Clarification of Bidding Documents**

9.1 A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing and also through email in PDF format at the Employer's address indicated in the Notice Inviting Bid. Employer will give clarification in the pre-bid meeting to any such enquiry which they received before three days of the pre-bid meeting.

**9.2 Pre-bid meeting**

9.2.1 The bidder or his official representative is invited to attend a pre-bid meeting which will take place at address of venue and on date and time specified in the Invitation For Bid (IFB)

9.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

9.2.3 The bidder is requested to submit any questions in writing and by email to reach the Employer not later than three days prior the pre-bid meeting.

**9.2.4** Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be uploaded in the Institutes website. Any modification of the bidding documents listed in Sub-Clause 8.1 which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 10 and not through the minutes of the pre-bid meeting.

**9.2.5** Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

**10. Amendment of Bidding Documents**

**10.1** Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.

**10.2** Any addendum thus issued shall be part of the bidding documents and shall be uploaded in the Institute website.

**10.3** To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend as necessary the deadline for submission of bids, in accordance with Sub-Clause 20.2.

**C. Preparation of Bids**

**11. Language of the Bid**

**11.1** All documents relating to the bid shall be in the English language.

**12. Documents comprising the Bid**

**12.1** Bidders shall be required to submit the bids in two envelopes, marked as Part-1 & Part-2 which shall comprise the following:

a) **Part - 1** of the bid shall contain

- i) The Technical Bid (in the format indicated in section 2)
- ii) The qualification information Form and Documents listed under Sections 2 of Sub-Clause 8.1
- iii) The Bid Security
- iv) Any other materials required to be completed and submitted by bidders in accordance with these instructions.
- v) A set of bidding document duly signed and stamped by the bidder as token of acceptance of the entire bidding document.

*Note: Part-1 must not contain any price*

b) **Part - 2** of the bid shall contain

- i) The Financial Bid (only in the format indicated in section 2)
- ii) Priced Bill of Quantities (only in the format indicated in section 2)

**12.2** Deleted

**13. Bid Price**

**13.1** The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Bidder.

**13.2** In the Priced Bill of Quantities (only as per format indicated in section 2), the bidder shall fill in rates and prices and line item total (both in figures and words) for all items of the Works described in the **Bill of Quantities** along with total bid price (both in figures and words). *Items for which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the other*

*rates and prices in the Bill of Quantities.* Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

- 13.3** All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause shall be included in the rates and total Bid Price submitted by the Bidder.

Note: Deleted

- 13.4** The rates and prices quoted by the bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.

**14. Currencies of Bid and Payment**

- 14.1** The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.

**15. Bid Validity**

- 15.1** Bids shall remain valid for a period not less than ninety (90) days after the deadline date for bid submission specified in Clause 20. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

- 15.2** In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by email. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid.

**15.3** Deleted

**15.4** Deleted

**16. Bid Security**

- 16.1** The Bidder shall furnish, as part of his Bid, a Bid security in the amount as shown in column 5 of the table of IFB for this particular work. This bid security shall be in favour of "The Registrar, IEST, Shibpur" and may be in one of the following forms:

- a bank guarantee issued by a nationalized / scheduled bank located in India in the form given in Section 5; or
- Certified cheque, Bank draft or Letter of Credit in favour of "The Registrar, IEST, Shibpur" payable at Kolkata

- 16.2** Bank guarantees issued as surety for the bid shall be valid for 45 days beyond the validity of the bid.

- 16.3** Any bid not accompanied by an acceptable Bid Security and not secured as indicated in Sub-Clauses 16.1 and 16.2 above shall be rejected by the Employer as non-responsive.

- 16.4** The Bid Security of unsuccessful bidders will be returned within 28 days of the end of the bid validity period specified in Sub-Clause 15.1.

- 16.5** The Bid Security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security.

- 16.6** The Bid Security may be forfeited

- (a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
- (b) if the Bidder does not accept the correction of the Bid Price, pursuant to Clause 27; or
- (c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to

- (i) sign the Agreement; or
- (ii) furnish the required Performance Security.

**17. Deleted**

**18. Format and Signing of Bid**

**18.1** The Bidder shall prepare the documents comprising the bid as described in Clause 12 of these *Instructions to Bidders*, bound with the volume containing the Form of Bid.

**18.2** The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clauses 4.3. All pages of the bid where entries or amendments have been made shall be initialed by the person or persons signing the bid.

**18.3** The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

**18.4** Deleted

**D. Submission of Bids**

**19. Sealing and Marking of Bids**

**19.1** The Bidder shall seal the Part-1 and Part-2 of the Bid in separate envelopes. These envelopes are called as inner envelopes.

**19.2.1** The **PART-1** inner envelope shall

- (a) be addressed to the Employer at the following address:  
 The Dean, Infrastructure Planning and Management,  
 Indian Institute of Engineering Science and Technology, Shibpur  
 Post: Botanic Garden, Howrah: 711103  
  
 , and
- (b) bear the following identification:  
**PART-1: Technical Bid**
  - Bid for .....[name of contract]
  - Bid Reference No.....[insert number]
  - DO NOT OPEN BEFORE.....[time and date for bid opening, per Clause 23]

**19.2.2** The **PART-2** inner envelope shall

- (a) be addressed to the Employer at the following address:  
 The Dean, Infrastructure Planning and Management,  
 Indian Institute of Engineering Science and Technology, Shibpur  
 Post: Botanic Garden, Howrah: 711103  
  
 , and
- (b) bear the following identification:  
**PART-2: Financial Bid**
  - Bid for .....[name of contract]

- Bid Reference No.....[insert number]

**19.3 The inner envelopes shall then be put inside one **outer envelope****

The outer envelope shall

(a) be addressed to the Employer at the following address:  
 The Dean, Infrastructure Planning and Management,  
 Indian Institute of Engineering Science and Technology, Shibpur  
 Post: Botanic Garden, Howrah: 711103

, and

(b) bear the following identification:

- Bid for .....[name of contract]
- Bid Reference No.....[insert number]
- DO NOT OPEN BEFORE.....[time and date for bid opening, per Clause 23]

**19.4** In addition to the identification required in Sub-Clause 19.2, & 19.3 the inner and outer envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late, pursuant to Clause 21.

**19.5** If the inner and outer envelopes are not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

**20. Deadline for Submission of the Bids**

**20.1** Bids must be received by the Employer at the specified address no later than the deadline date and time as specified in the Invitation For Bid (IFB). In the event of the specified date for the submission of bids declared a holiday for the Employer, the Bids will be received up to the appointed time on the next working day.

**20.2** The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

**21. Late Bids**

**21.1** Any Bid received by the Employer after the deadline prescribed in Clause 20 will be returned unopened to the bidder.

**22. Deleted**

**E. Bid Opening and Evaluation**

**23. Bid Opening**

**A. Opening Part-1 of the Bid**

**23.1** The Employer will open **PART-1** of all the Bids received (except those received late), in the presence of the Bidders or their representatives who choose to attend at 17.00 hours on the date and the place specified in Clause 20. In the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.

23.2 Deleted

23.3 The Bidders' names, the presence or absence of Bid security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No bid shall be rejected at bid opening except for the late bids pursuant to Clause 21. Late bids will be returned un-opened to bidders.

23.4 The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Sub-Clause 23.3.

**B. Opening Part-2 of the Bid**

23.5 **PART-2 (financial bid)** will be opened on subsequent date in respect of only those bidders who will qualify for bidding on the basis of the information furnished in **Part-1**. The date of opening of the **Part -2 (financial bid)** will be communicated to the bidders by post and notice in the Institute's website.

23.6 The Employer will open **PART-2** of all the qualified Bids pursuant to Clause 23.4 in the presence of the Bidders or their representatives who choose to attend on the specified date.

23.7 Deleted

23.8 The Bidders' names, the Bid prices, the total amount of each Bid will be announced by the Employer at the opening.

23.9 The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Sub-Clause 23.8

**24. Process to Be Confidential**

24.1 Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.

**25. Clarification of Bids**

25.1 To assist in the examination, evaluation, and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of the unit rates. The request for clarification and the response shall be in writing or by email, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause 27.

25.2 Subject to sub-clause 25.1, no Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.

25.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders' bid.

**26. Examination of Bids and Determination of Responsiveness**

26.1 Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clause 3; (b) has been properly signed; (c) is accompanied by the required securities and; (d) is substantially responsive to the requirements of the Bidding documents.

**26.2** A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

**26.3** If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

**27. Correction of Errors**

**27.1** Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer **as follows**:

- (a) where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
- (b) where there is a discrepancy between the unit and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

**27.2** The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount the Bid will be rejected, and the Bid security may be forfeited in accordance with Sub-Clause 16.6 (b).

**28. Deleted**

**29. Evaluation and Comparison of Bids**

**29.1** The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 26.

**29.2** In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

- (a) making any correction for errors pursuant to Clause 27; or
- (b) Deleted
- (c) Deleted

**29.3** Deleted

**29.4** Deleted

**29.5** If the Bid of the successful Bidder is seriously unbalanced in relation to the estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the execution methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 34 be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

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**30. Deleted****F. Award of Contract****31. Award Criteria**

**31.1** Subject to Clause 32, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 3, and (b) qualified in accordance with the provisions of Clause 4.

**31.2 Deleted****32. Employer's Right to Accept any Bid and to Reject any or all Bids**

**32.1** Notwithstanding Clause 31, the Employer reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

**33. Notification of Award and Signing of Agreement**

**33.1** The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by e-mail or FAX confirmed by registered letter. This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

**33.2** The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 34.

**33.3** The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and kept ready for signature of the successful bidder in the office of employer within 28 days following the notification of award along with the Letter of Acceptance. Within 14 days of receipt, the successful Bidder will sign the Agreement and deliver it to the Employer.

**33.4** Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

**34. Performance Security**

**34.1** Within 7 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in any of the forms given below for an amount equivalent to 3% of the Contract price plus additional security for unbalanced Bids in accordance with Clause 29.5 of ITB and Clause 7 of Conditions of Contract:

- a bank guarantee in the form given in Section 5; or
- Certified cheque/Bank draft, in favour of the Registrar, IEST, Shibpur payable at Kolkata -

**34.2** If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued by a Nationalized/Scheduled Indian bank.



**34.3** Failure of the successful bidder to comply with the requirements of sub-clause 34.1 shall constitute a breach of contract, cause for annulment of the award, forfeiture of the bid security, and any such other remedy the Employer may take under the contract, and the Employer may resort to awarding the contract to the next ranked bidder.

**35 Advance Payment and Security**

**35.1** The Employer will not provide any Advance Payment.

**36. Deleted**

**37. Corrupt or Fraudulent Practices**

**37.1** The Employer requires that the Bidders, Suppliers, Contractors, and Consultants observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Employer:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
  - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
  - (iii) “collusive practice” means a scheme or arrangement between two or more Bidders, designed to establish bid prices at artificial, non competitive levels; and
  - (iv) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;
- (d) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, if it at any time determines that they have, directly or through an agent, engaged, in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract; and
- (e) will have the right, requiring Bidders, Suppliers, Contractors and Consultants to permit the Employer to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the Employer.

**37.2** Furthermore, Bidders shall be aware of the provision stated in sub-clause 8.2 of the Conditions of Contract.

## **SECTION 2: FORMS OF BID, QUALIFICATION INFORMATION AND LETTER OF ACCEPTANCE**

### **Table of Forms:**

- 1 - CONTRACTOR'S BID
- 2 - QUALIFICATION INFORMATION
- 3 - LETTER OF ACCEPTANCE
- 4 - NOTICE TO PROCEED WITH THE WORK
- 5 - AGREEMENT FORM

**1(a) FORMAT OF THE CONTRACTOR'S TECHNICAL BID****(IN THE LETTERHEAD OF THE BIDDER)**

**Description of the Works:** Door to door collection of biodegradable & non-biodegradable garbage from different buildings/areas within IEST, Shibpur campus and loading/unloading and transporting the same by suitable vehicles to different vats and dumping sites as directed by the Authority.

**TECHNICAL BID**

To : The Dean, Infrastructure Planning and Management [the Employer]

Address : Indian Institute of Engineering Science and Technology, Shibpur  
Howrah - 711103

GENTLEMEN,

Having examined the bidding documents including addendum, we are hereby submitting our qualification information form and documents listed under Sections 2 of the bidding document along with the specified amount of bid security and all other materials required to be completed and submitted in accordance with the instructions.

We hereby declare that all the information and statements made in this offer are true and accept that any misinterpretation contained in it may lead to our disqualification.

If the award is made to us we shall execute the works described above in accordance with the Conditions of Contract, Specifications, Drawings and Bill of Quantities accompanying this Bid.

This Bid and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

We also undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Bid complies with the Eligibility, Bid Validity and Bid Security required by the Bidding documents.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory:

Name of Bidder :

Address :

**1(b) (i) FORMAT OF THE CONTRACTOR'S FINANCIAL BID**

**(IN THE LETTERHEAD OF THE BIDDER)**

**Description of the Works:** Door to door collection of biodegradable & non-biodegradable garbage from different buildings/areas within IEST, Shibpur campus and loading/unloading and transporting the same by suitable vehicles to different vats and dumping sites as directed by the Authority.

**FINANCIAL BID**

To : The Dean, Infrastructure Planning and Management [the Employer]

Address : Indian Institute of Engineering Science and Technology, Shibpur  
Howrah - 711103

GENTLEMEN,

Having examined the bidding documents including addendum, we offer to execute the works described above in accordance with the Conditions of Contract, Specifications, Drawings and Bill of Quantities accompanying this Bid for the Contract Price of \_\_\_\_\_ [in figures] (\_\_\_\_\_ ) [in words].

This Bid and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid Validity required by the Bidding documents.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory:

Name of Bidder :

Address :

**1(b) (ii) FORMAT OF PRICED BILL OF QUANTITIES**

Sl. No.	Description	Unit	Quantity	Unit Rate (Rs./Unit)		Amount (Rs.)
				In figures	In words	
1	Daily collection of the deposited biodegradable garbage from the specified garbage bins placed at the each and every buildings and strategic locations of the campus and transferring the collected garbage by suitable vehicle/ cart to the compost plant site vats, including supply of coloured garbage bins of required number and sizes as necessary for the entire contract period.  <b>Work Schedule:</b> Twice Daily: a) Within 10 A.M. from all areas. b) Within 5-30 P.M. from hostels, office buildings, canteens, guest house & other eateries, *hospital.	Job Per Month	12			
2	Daily collection of the deposited non-biodegradable garbage from the specified garbage bins placed at the each and every buildings and strategic locations of the campus and transportation and unloading of the garbage by suitable vehicle/ cart at the HMC approved dumping yard or any other vats as directed by the authority and including supply of coloured garbage bins of required number and sizes as necessary for the entire contract period.  <b>Work Schedule:</b> Twice Daily: a) Within 10A.M. from all areas. b) Within 5-30P.M. from hostels, office buildings, canteens, guest house & other eateries and *hospital.	Job Per Month	12			
3	Keeping the dumping areas/vats in clean and hygienic condition by spreading necessary chemicals and insecticides as per direction of the authority.  <b>Work Schedule:</b> Once daily Before 10-00A.M. once.	Job Per Month	12			
<b>Total Bid Price Rs. (In figures)</b>						.....
<b>In Words: Rupees</b>						

Authorized Signature:

Name & Title of Signatory:

Name of Bidder:

Address:

Cleaning of Garbage

**Note:**

- 1) Bidders may submit their bids for any number of works if they fulfill the respective required qualification criteria.
- 2) Bidders should quote only in the respective columns & rows of the items of the works for which he intends to bid & mark the other Columns / Rows as **"NOT QUOTED"**.
- 3) Item/s (belonging to any work) for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities (refer: ITB Clause 13.2)
- 4) Unit rates and prices shall be quoted by the bidder in Indian rupee [ITB Clause 14.1].
- 5) Where there is a discrepancy between the rate in figures and words, the rates in words will govern.[ITB Clause 27.1(a) ]
- 6) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [ITB Clause 27.1 (b)]

**2. Qualification Information**

The information to be filled in by the Bidder in the following pages will be used for purposes of post qualification as provided for in Clause 4 of the Instructions to Bidders. This information will not be incorporated in the Contract.

1.	<b>For Individual Bidders</b>	
1.1	Constitution or legal status of Bidder <b>[Attach copy]</b>	
	Place of registration:	
	Principal place of business:	
	Power of attorney of signatory of Bid <b>[Attach]</b>	
1.2	Total value in all classes of Civil Engineering Construction during the last five years** (in Rs. Lakh) β	
	2011-2012	
	2012-2013	
	2013-2014	
	2014-2015	
	2015-2016	
Note	** immediately preceding the financial year in which bids are received. β Attach certificate from Chartered Accountant.	

1.3.1 Work performed as prime contractor (in the same name) on works of a similar nature over the last five years. \*\* (2010-11 to 2014-15)

Project Name	Name of the Employer*	Description of work	Contract No.	Value of contract (Rs. Lakh)	Date of issue of work order	Stipulated period of completion	Actual date of completion*	Remarks explaining reasons for delay and work completed

\*Attach certificate(s) from the Engineer(s)-in-Charge

\*\* immediately preceding the financial year in which bids are received.

*β Attach certificate from Chartered Accountant.*

1.3.2 Deleted

1.4 Deleted.

1.5 Major items of equipment, vehicle /cart, etc., proposed to carry out the Contract. The Bidder should list all the information requested below regarding the major items which they have planned to deploy for carrying out the contract. *Refer to Sub Clause 4.3 (d) of the Instructions to Bidders.*

Item of equipment	Requirement		Availability proposals			Remarks (From whom to be purchased)
	No.	Capacity	Owned/leased/ to be procured	No. /capacity	Age/ condition	
1						
2						
3						
4						

1.6 Deleted

1.7 Deleted

1.8 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports (in case of companies/corporation), etc. List them below and attach copies.

1.9 Evidence of access to financial resources to meet the requirements of working capital: cash in hand, lines of credit, etc. List them below and attach copies of support documents *[sample format attached]*.

1.10. Name, address, and telephone, e-mail ID and fax numbers of the Bidders' bankers who may provide references if contacted by the Employer.



1.11 Information on litigation history in which the Bidder is involved.

<u>Other party(ies)</u>	<u>Employer</u>	<u>Cause of dispute</u>	<u>Amount involved</u>	<u>Remarks showing Present status</u>
-------------------------	-----------------	-------------------------	------------------------	---------------------------------------

1.12 Deleted.

1.13 Proposed work method. The Bidder should attach descriptions, drawings, calculation and charts as necessary to comply with the requirements of the Bidding documents. [Refer ITB Clause 4.1 and 4.3 (k)].

2. Joint Ventures - Deleted

3. Additional Requirements

3.1 Bidders should provide any additional information required to fulfill the requirements of Clause 4 of the Instructions to the Bidders, if applicable.

**SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT FACILITIES CLAUSE 4.5 [B] [c] OF ITB**

**BANK CERTIFICATE**

This is to certify that M/s. .... is a reputed company with a good financial standing.

If the contract for the work, namely ..... is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. 4.00 lakh to meet their working capital requirements for executing the above contract.

\_\_ Sd. \_\_

Name of Bank

Senior Bank Manager

Address of the Bank

**3. Letter of Acceptance**  
(letterhead of the Employer)

\_\_\_\_\_ [date]

To: \_\_\_\_\_ [name and address of  
the Contractor]

Dear Sirs,

This is to notify you that your Bid dated \_\_\_\_\_ for execution of the \_\_\_\_\_  
\_\_\_\_\_ [name of the contract and identification  
number, as given in the Instructions to Bidders] for the Contract Price of Rupees \_\_\_\_\_  
\_\_\_\_\_ (\_\_\_\_\_) [amount in words and figures], as corrected and  
modified in accordance with the Instructions to Bidders<sup>1</sup> is hereby accepted by our Institute.

You are hereby requested to furnish Performance Security, in terms of ITB clause 29.5, in the form  
detailed in Para 34.1 of ITB for an amount of Rs. \_\_\_\_\_ within 7 days of the receipt of this letter of acceptance  
valid up to 28 days from the date of issue of the Certificate of Completion i.e. up to ..... and sign the contract,  
failing which action as stated in Para 34.3 of ITB will be taken.

We have reviewed the work execution methodology submitted by you alongwith the bid in response to ITB  
Clause 4.3[k] and our comments are given in the attachment. You are requested to submit the revised execution  
methodology within 14 days of receipt of this letter.

Yours faithfully,

Authorized Signature

Name and Title of Signatory

Name of Agency

1 Delete "corrected and" or "and modified" if only one of these actions applies. Delete "as corrected and  
modified in accordance with the Instructions to Bidders" if corrections or modifications have not been effected.

**4. Issue of Notice to proceed with the work**

(letterhead of the Employer)

----- (date)

To

----- (name and address of the Contractor)

-----

-----

Dear Sirs:

Pursuant to your furnishing the requisite security as stipulated in ITB clause 34.1 and signing of the contract agreement for the construction of ----- @ a Bid Price of Rs.-----, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory  
authorized to sign on behalf of Employer)

---

**5. Agreement Form**

**Agreement**

This agreement, made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_,  
between \_\_\_\_\_

\_\_\_\_\_ [name and address of Employer]

(hereinafter called "the Employer") of the one part and \_\_\_\_\_

\_\_\_\_\_ [name and address of contractor] (hereinafter called  
"the Contractor" ) of the other part.

Whereas the Employer is desirous that the Contractor execute \_\_\_\_\_

\_\_\_\_\_ [ name and  
identification number of Contract] (hereinafter called "the Works") and the Employer has accepted the Bid by the  
Contractor for the execution and completion of such Works and the remedying of any defects therein, at a contract  
price of Rs.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - i) Letter of Acceptance;
  - ii) Notice to proceed with the works;
  - iii) Contractor's Bid;
  - v) Conditions of contract (including Special Conditions of Contract);
  - viii) Bills of Quantities; and
  - ix) Any other document listed in the Contract as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of \_\_\_\_\_

was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

in the presence of:

Binding Signature of Employer \_\_\_\_\_

Binding Signature of Contractor \_\_\_\_\_

## **SECTION 3: CONDITIONS OF CONTRACT**

---

**General Conditions of Contract****1. Payments under this contract:**

Payments will be made to the Contractor for the work in the following manner :-

- a) The Contractor shall submit to the Employer monthly statements of the estimated value of the work completed less the cumulative amount certified previously along with details of measurement of the quantity of works executed in a tabulated form as approved by the Employer.
- b) The Employer shall check the details given in the Contractor's monthly statement and certify the amounts to be paid to the Contractor.
- c) The value of work executed shall be determined by the Employer after due check measurement of the quantities claimed as executed by the contractor.
- d) The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed..
- e) The Employer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- f) Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

**2. Contract Period**

Within **two weeks** of mobilization period from the date of the Agreement the contractor shall mobilize the required set up, including manpower and commence the work. The contract period is 12 months from the date of commencement. The contract period stated in this clause may be extended in writing by mutual consent between the Employer & the Contractor.

**3. Liquidated Damages**

Any willful delay on the part of the contractor in maintaining the daily work schedule will render him liable to pay liquidated damages up to @ Rs. 2500/- (Rupees two thousand five hundred) per day which will be deducted from payments due to him. The employer may cancel the contract and take recourse to such other action as deemed appropriate once the total amount of liquidated damages exceeds 2 % of the contract amount.

Time is the essence of the contract and payment or deduction of liquidated damages shall not relieve the contractor from his obligation to complete the work as per agreed program and work schedule or from any other of the contractor's obligations and liabilities under the contract.

**4. Duties and responsibilities of the employer**

- 4.1** The employer shall be responsible for providing regular and frequent supervision and guidance to the contractor for carrying out the works as per norms & schedule. This may include written guidelines and regular inspection of the authorized personnel of the employer.
- 4.2** The employer or such other person as may be authorized by the employer shall hold meeting once in a month where the contractor or his representative at site will submit the latest information including progress report and difficulties if any, in the execution of the work. The whole team may jointly inspect the site on a particular day to take stock of activities.

**4.3** The employer or his authorized representative shall record his observations/instructions at the time of his visit in a site register maintained by the contractor. The contractor will carry out the instructions and promptly rectify any deviations pointed out by the employer. If the deviations are not rectified, within the time specified in the employer's notice, the employer as well as the representative nominated by him, may instruct stoppage or suspension of the work. It shall thereupon be open to the employer to have the deviations rectified at the cost of the contractor.

**5. Duties and responsibilities of the contractor**

**5.1** The contractor shall :

- a) take up the works and arrange for its execution within the daily time schedule stipulated;
- b) employ suitable manpower to carry out the works ;
- c) regularly supervise and monitor the progress of work ;
- d) abide by the direction of supervisory personnel ;
- e) be responsible for bringing any discrepancy to the notice of the representative of the employer and seek necessary clarification :
- f) ensure that the work is carried out in accordance with specifications and within the total of the contract amount without any cost escalation ;
- g) keep the employer informed about the progress of work ;
- h) be responsible for all security and watch and ward arrangements at site ; and
- i) maintain necessary insurance against loss of materials/cash, etc. or workman disability compensation claims of the personnel deployed on the works as well as third party claims.
- f) Pay all duties, taxes and other levies payable as per law under the contract (Employer will effect deduction from running bills in respect of such taxes as may be imposed under the law).

**6. Variations / Extra Items**

The works shall be carried out by the contractor in accordance with the specifications. However, if, on account of site conditions or any other factors, variations are considered necessary, the following procedure shall be followed:-

- a) The contractor shall provide the Employer with a quotation for carrying out the Variation when requested to do so by the Employer. The Employer shall assess the quotation, which shall be given within seven days of the request before the Variation is ordered.
- b) If the quotation given by the contractor is unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer's own forecast of the effects of the Variation on the Contractor's costs.
- c) The contractor shall not be entitled to additional payment for costs which could have been avoided by giving early warning.

**7. Securities**

The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer.



The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee.

**8. Termination**

8.1 The Employer may terminate the Contract if the Contractor causes a fundamental breach of the Contract.

8.2 Fundamental breaches of Contract include, but shall not be limited to the following:

- (a) the contractor stops work for 28 days and the stoppage has not been authorized by the Employers authorized representative;
- (b) the Contractor has become bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (c) the Employer’s authorized representative gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the said representative;
- (d) the Contractor does not maintain a security which is required;

8.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.

8.4 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

**9. Payment upon Termination**

9.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law.

9.2 If the Contract is terminated at the Employer’s convenience, the Employer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor’s personnel employed solely on the Works, and the Contractor’s costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

**10. Dispute settlement**

If over the works, any dispute arises between the two parties, relating to any aspects of this Agreement, the parties shall first attempt to settle the dispute through mutual and amicable consultation.

In the event of agreement not being reached, the matter will be referred for arbitration by a Sole Arbitrator not below the level of retired Superintending Engineer, PWD to be appointed by the employer. The Arbitration will be conducted in accordance with the Arbitration and Conciliation Act, 1996. The decision of the Arbitrator shall be final and binding on both the parties.

**Special Conditions of Contract**

**1. LABOUR :**

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

**2. COMPLIANCE WITH LABOUR REGULATIONS :**

During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all existing labour enactments and rules made thereunder, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

**SALIENT FEATURES OF SOME MAJOR LABOUR LAWS**

- a) Workmen Compensation Act 1923: The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- b) Payment of Gratuity Act 1972: Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more or on death the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.
- c) Employees P.F. and Miscellaneous Provision Act 1952: The Act Provides for monthly contributions by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are :
  - (i) Pension or family pension on retirement or death, as the case may be.
  - (ii) Deposit linked insurance on the death in harness of the worker.
  - (iii) payment of P.F. accumulation on retirement/death etc.
- d) Maternity Benefit Act 1951: The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.

- e) Contract Labour (Regulation & Abolition) Act 1970: The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more contract labour.
- f) Minimum Wages Act 1948: The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of Buildings, Roads, Runways are scheduled employments.
- g) Payment of Wages Act 1936: It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- h) Equal Remuneration Act 1979: The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.
- j) Payment of Bonus Act 1965: The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.3500/- per month or less. The bonus to be paid to employees getting Rs.2500/- per month or above upto Rs.3500/- per month shall be worked out by taking wages as Rs.2500/- per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.
- k) Industrial Disputes Act 1947: The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- l) Industrial Employment (Standing Orders) Act 1946: It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.
- m) Trade Unions Act 1926: The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- n) Child Labour (Prohibition & Regulation) Act 1986: The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.
- o) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979: The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, travelling expenses from home upto the establishment and back, etc.
- p) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996: All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the Building or construction work

and other welfare measures, such as Canteens, First-Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

- q) Factories Act 1948: The Act lays down the procedure for approval at plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

**3. Deleted**

**4. Deleted**

**5. PROTECTION OF ENVIRONMENT:**

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

During continuance of the contract, the contractor shall abide at all times by all existing enactments on environmental protection and rules made thereunder, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

Salient features of some of the major laws that are applicable are given below :

The Water (Prevention and Control of Pollution) Act, 1974, This provides for the prevention and control of water pollution and the maintaining and restoring of wholesomeness of water. 'Pollution' means such contamination of water or such alteration of the physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water (whether directly or indirectly) as may, or is likely to, create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial, industrial, agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms.

The Air (Prevention and Control of Pollution) Act, 1981, This provides for prevention, control and abatement of air pollution. 'Air Pollution' means the presence in the atmosphere of any 'air pollutant', which means any solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or property or environment.

The Environment (Protection) Act, 1986, This provides for the protection and improvement of environment and for matters connected therewith, and the prevention of hazards to human beings, other living creatures, plants and property. 'Environment' includes water, air and land and the inter-relationship which exists among and between water, air and land, and human beings, other living creatures, plants, micro-organism and property.

The Public Liability Insurance Act, 1991, This provides for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for matters connected herewith or incidental thereto. Hazardous substance means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act 1986, and exceeding such quantity as may be specified by notification by the Central Government.

**6. Deleted**

**7. Deleted**

## SECTION 4: BILL OF QUANTITIES

Sl. No.	Description	Unit	Quantity	Unit Rate (Rs./Unit)		Amount (Rs.)
				In figures	In words	
1	Daily collection of the deposited biodegradable garbage from the specified garbage bins placed at the each and every buildings and strategic locations of the campus and transferring the collected garbage by suitable vehicle/ cart to the compost plant site vats, including supply of coloured garbage bins of required number and sizes as necessary for the entire contract period.  <b>Work Schedule:</b> Twice Daily: a) Within 10 A.M. from all areas. b) Within 5-30 P.M. from hostels, office buildings, canteens, guest house & other eateries, *hospital.	Job Per Month	12			
2	Daily collection of the deposited non-biodegradable garbage from the specified garbage bins placed at the each and every buildings and strategic locations of the campus and transportation and unloading of the garbage by suitable vehicle/ cart at the HMC approved dumping yard or any other vats as directed by the authority and including supply of coloured garbage bins of required number and sizes as necessary for the entire contract period.  <b>Work Schedule:</b> Twice Daily: a) Within 10A.M. from all areas. b) Within 5-30P.M. from hostels, office buildings, canteens, guest house & other eateries and *hospital.	Job Per Month	12			
3	Keeping the dumping areas/vats in clean and hygienic condition by spreading necessary chemicals and insecticides as per direction of the authority.  <b>Work Schedule:</b> Once daily Before 10-00A.M. once.	Job Per Month	12			
	<b>Total</b>					
	<b>Rupees:</b>					

**Note:**

- 1) Bidders may submit their bids for any number of works if they fulfill the respective required qualification criteria.
- 2) Bidders should quote only in the respective columns & rows of the items of the works for which he intends to bid & mark the other Columns / Rows as "NOT QUOTED".
- 3) Item/s (belonging to any work) for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities (refer: ITB Clause 13.2)
- 4) Unit rates and prices shall be quoted by the bidder in Indian rupee [ITB Clause 14.1].
- 5) Where there is a discrepancy between the rate in figures and words, the rates in words will govern.[ITB Clause 27.1(a) ]
- 6) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [ITB Clause 27.1 (b)]

## **SECTION 5: FORMS OF SECURITIES**

**Forms of Securities**

Acceptable forms of securities are annexed. Bidders should not complete the Performance Securities at this time. Only the successful Bidder will be required to provide Performance Security in accordance with one of the forms, or in a similar form acceptable to the Employer.

- Annex A:** Bid Security (Bank Guarantee)
- Annex B:** Performance Bank Guarantee
- Annex B1:** Performance Bank Guarantee for Unbalanced Items
- Annex C:** Deleted
- Annex D:** Deleted



**Annex A**

**BID SECURITY (BANK GUARANTEE)**

WHEREAS, \_\_\_\_\_ [name of Bidder] (hereinafter called "the Bidder") has submitted his Bid dated \_\_\_\_\_ [date] for the work of \_\_\_\_\_ [name of Contract] (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We \_\_\_\_\_ [name of bank] of \_\_\_\_\_ [name of country] having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto \_\_\_\_\_ [name of Employer] (hereinafter called "the Employer") in the sum of \_\_\_\_\_<sup>1</sup> for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

THE CONDITIONS of this obligation are:

- (1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the Form of Bid;
- or
- (2) If the Bidder having been notified of the acceptance of his bid by the Employer during the period of Bid validity:
    - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
    - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or
    - (c) does not accept the correction of the Bid Price pursuant to Clause 27;

we undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date \_\_\_\_\_<sup>2</sup> days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE \_\_\_\_\_ SIGNATURE OF THE BANK \_\_\_\_\_

WITNESS \_\_\_\_\_ SEAL \_\_\_\_\_

\_\_\_\_\_  
 [signature, name, and address]

- 1 The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 16.1 of the Instructions to Bidders.
- 2 45 days after the end of the validity period of the Bid.

**Annex B**

**PERFORMANCE BANK GUARANTEE**

To: \_\_\_\_\_ [name of Employer]  
\_\_\_\_\_ [address of Employer]

WHEREAS \_\_\_\_\_ [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to execute \_\_\_\_\_ [name of Contract and brief description of Works] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of \_\_\_\_\_ [amount of guarantee] <sup>1</sup> \_\_\_\_\_ [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ [amount of guarantee]<sup>1</sup> as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until ..... (i.e.) 28 days from the date of issue of the certificate of completion of works.

Signature and seal of the guarantor \_\_\_\_\_  
Name of Bank \_\_\_\_\_  
Address \_\_\_\_\_  
Date \_\_\_\_\_

\_\_\_\_\_

1 An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.

**Annex B1**

**PERFORMANCE BANK GUARANTEE (for unbalanced items)**

To: \_\_\_\_\_ [name of Employer]  
 \_\_\_\_\_ [address of Employer]

WHEREAS \_\_\_\_\_ [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to execute \_\_\_\_\_ [name of Contract and brief description of Works] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of \_\_\_\_\_ [amount of guarantee] <sup>1</sup> \_\_\_\_\_ [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ [amount of guarantee]<sup>1</sup> as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until ..... (i.e.) 28 days from the date of issue of the certificate of completion of works.

Signature and seal of the guarantor \_\_\_\_\_  
 Name of Bank \_\_\_\_\_  
 Address \_\_\_\_\_  
 Date \_\_\_\_\_

\_\_\_\_\_

1 An amount shall be inserted by the Guarantor, representing additional security for unbalanced Bids, if any and denominated in Indian Rupees.