INDIAN INSTITUTE OF ENGINEERING SCIENCE AND TECHNOLOGY, SHIBPUR HOWRAH – 711 103, WEST BENGAL

NOTICE INVITING TENDER

Tender Advt. No. DE/D(AA)/16/68 dated 02.12.2016

NAME OF WORK "Roof top water proofing with 3 mm. thick APP

modified bituminous water proofing membrane with mineral finish over the roof of Civil Engineering department and drawing hall at Main building inside

the campus."

PLACE OF WORK Indian Institute of Engineering Science & Technology,

Shibpur, Howrah-711 103.

ESTIMATED VALUE Rs. 2,20,367.60 (Rupees two lakh twenty thousand three

hundred sixty seven and paise sixty only)

PERIOD OF COMPLETION 30 (Thirty) days.

COST OF TENDER PAPER: Rs. 500/- (Rupees five hundred only)

BID SECURITY Rs 2,200/- (Rupees two thousand two hundred only).

LAST DATE AND TIME

FOR RECEIPT OF BIDS

Date: 12/12/2016 Time: 13:00 Hours

Place: Office of the University Engineer

TIME AND DATE OF OPENING OF BIDS

Date: 12/12/2016 Time: 13.30 Hours

PLACE OF OPENING OF BIDS Office of the University Engineer

OFFICER INVITING BIDS Dean. IPM.

Indian Institute of Engineering Science & Technology,

Shibpur, Howrah-711103

TENDER DOCUMENT

Tender Advt. No. DE/D(AA)/16/68 dated 02.12.2016

For the work of:- Roof top water proofing with 3 mm. thick APP modified bituminous water proofing membrane with mineral finish over the roof of Civil Engineering department and drawing hall at Main building inside the campus.

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Part – II Detailed Bill of Quantities with estimated rates and amount.

Part – III Instruction to bidders (in two sections)

Part – IV Draft Agreement Form.

INDIAN INSTITUTE OF ENGINEERING, SCIENCE & TECHNOLOGY, SHIBPUR, HOWRAH-711103

BOQ FOR THE WORK OF: Roof top water proofing with 3 mm. thick APP modified bituminous water proofing membrane with mineral finish over the roof of Civil Engineering department and drawing hall at Main building inside the campus

Sl No	Description of items of work (Based on PWD schedule of rates w.e.f. 01.12.2015.)	Unit	Unit Rate (Rs)	Quantity	Amount (Rupees)
1	Stripping off worn out plaster and raking out joints of walls, celings etc. upto any height and in any floor including removing rubbish within a lead of 75m as directed. Stripping off worn out plaster and raking out joints of walls, celings etc. upto any height and in any floor including removing rubbish within a lead of 75m as directed. (Page 9, Item 10)	Sqm.	19.00	227.50	4322.50
2	Plaster (to wall, floor, ceiling etc.) with sand and cement mortar including rounding off or chamfering corners as directed and raking out joints including throating, nosing and drip course, scaffolding/staging where necessary (Ground floor).[Excluding cost of chipping over concrete surface] (i) With 1:6 cement mortar (b) 20 mm thick plaster (Page 164, Item 2)	Sqm.	174.00	227.50	39585.00
3	Supplying & laying 3mm thick pre-fabricated plastomeric water proofing membrane conforming to EN 12311-1 & ASTMD 5147, manufactured with atactic poly propylene (APP) modified premium grade asphalt, specially reinforced with non-woven polyester core with polyester reinforcement @160 gms per sqm & both faces covered with thermo-fusible polyethylene film /MineraL on top face over a coat of primer @ 0.40 lit/sqm of manufacturer's specification on smooth,clean dry surface prepared wherever required.Lap joint shall be provided of 75 mm in longitudinal & 100 mm in transverse direction and fused using LPG/ Propane torch employing extra care ensuring full bondage,complete removal of entrapped air and sealing edges into grooves in appropriate manner as per direction of Engineer -in-charge all complete including materials,labour and applicable taxes. (Payment shall be made on the basis of finished surface area.). Membrane Property: Softening Point > 150 deg C, Cold Flexibility < -6 deg C, Tensile Strength, N/cm: 600 (longitudinal), 450 (transverse), Tearing Strength, N: 300 (longitudinal), 200 (transverse) (Page 302, Item 97)	Sqm.	466.00	374.65	174586.90

Page 2 of 2

Sl No	Description of items of work (Based on PWD schedule of rates w.e.f. 01.12.2015.)	Unit	Unit Rate (Rs)	Quantity	Amount (Rupees)		
4	Removal of rubbish,earth etc. from the working site and disposal of the same beyond the compound, in conformity with the Municipal / Corporation Rules for such disposal, loading into truck and leaning the site in all respect as per direction of Engineer in charge (Page 10, Item 13)	Cum.	168.00	11.15	1873.20		
				Total	220367.60		
	(Rupees two lakh twenty thousand three hundred sixty seven and paise sixty only)						

I / We offer to execute the Works described in the Bill of Quantities in Partyour letter / tender no referred to above in accordance with the Conditions percentage above / below (*) the estimated rates, i.e. for a to	of Contract enclosed therewith a
Rs	[in figures] *
Rs	[in words]"
Authorized Signature :	Date:

PART-III: Instructions to Bidders

SECTION - A

1. Scope of Works

The Dean, IPM, Indian Institute of Engineering Science & Technology, Shibpur, Howrah-711103 invites item rate tender for the works as detailed in the table given below

Tender No	Brief Description of the Works	Value of Works (Rs)	Period
			of Completion
	Roof top water proofing with 3 mm. thick APP modified bituminous water proofing membrane with mineral finish over the roof of Civil Engineering department and drawing hall at Main building inside the campus.	Rs. 2,20,367.60 (Rupees two lakh twenty thousand three hundred sixty seven and paise sixty only)	30 (thirty) days.

The successful bidder will be expected to complete the works by the intended completion date specified above.

- **Qualification of the bidder**: The bidder shall provide qualification information which shall include:-
 - (a) total monetary value of construction works performed for each year of the last 3 years:
 - (b) (i) Copy of the up to date Income Tax return submitted to the concerned I.T.O
 - (ii) Copy of PAN Card & VAT Registration Certificate
 - (c) Valid trade licence of similar work.
 - (d) Report on his financial standing; and
 - (e) Details of any litigation, current or during the last 3 years in which the bidder is involved, the parties concerned and disputed amount in each case.

3. To qualify for award of the contract the bidder: -

(a) should have satisfactorily completed as a prime contractor at least one similar work of value not less than Rs. 2,00,000/- (Rupees two lakh only) in last three years;

4. Bid Price

- a) The contract shall be for the whole works as described in the Bill of Quantities, drawings and technical specifications. Corrections, if any, shall be made by crossing out, initialling, dating and rewriting.
- b) The tenderers are required to quote their rates, both in amount as well as in the percentage below/above the rates entered in the Schedule. In the event of arithmetical error committed in working out the amount by the contractor, the tendered percentage and not the amount should be taken into account.
- c) All duties, taxes and other levies payable by the contractor under the contract shall be included in the total price.
- d) The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
- e) The rates should be quoted in Indian Rupees only.

5. Submission of Quotations

- 5.1 The bidder is advised to visit the site of works at his own expense and obtain all information that may be necessary for preparing the quotation.
- **5.2** Each bidder shall submit only one quotation.
- 5.3 The quotation submitted by the bidder shall comprise the following:-
 - (a) Quotation in the format given in Section **B**.
 - (b) Priced Bill of Quantities duly signed by the bidder; and
 - (c) Qualification information form given in Section B duly completed.
 - (d) A **DD** of Rs. 500/- (Rupees five hundred only) in favour of "Registrar, IIEST, Shibpur" payable at Kolkata has to be submitted along with the tender as a cost of tender document.
 - (e) Bid security of Rs 2,200/- (Rupees two thousand two hundred only) in the form of Bank Draft drawn on any nationalised bank in favour of "Registrar, IIEST, Shibpur" account payable at Howrah.

5.3.1 Bid Security:

- a) The Bid Security shall have to be valid for a period not less than 45 days after the deadline date specified for submission.
- b) The Bid Security of the unsuccessful bidders will be returned within 28 days of the end of bid validity period specified in Clause no 6
- c) The Bid Security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security.
- The bidder shall seal the quotation in an envelope addressed to "Dean, IPM, Indian Institute of Engineering Science & Technology, Shibpur, Howrah-711103".

 The envelope will also bear the following identification: -

Quotation for: "Roof top water proofing with 3 mm. thick APP modified bituminous water proofing membrane with mineral finish over the roof of Civil Engineering department and drawing hall at Main building inside the campus"

Do not open before	hours dated	(time and date of
quotation opening).		

- Quotations must be received in the office of *The University Engineer*, *Indian Institute of Engineering Science & Technology, Shibpur, Howrah-711103* latest by the specified time and date. If the specified date is declared a holiday, quotations shall be received up to the appointed time on the next working day.
- 5.6 Any quotation received by the University Engineer, *Indian Institute of Engineering Science & Technology, Shibpur, Howrah-711103* after the deadline for submission of quotations will be rejected and returned unopened to the bidder.

6. Validity of Quotation

Quotation shall remain valid for a period not less than 45 days after the deadline date specified for submission.

7. Opening of Quotations

Quotations will be opened in the presence of Bidders or their representatives who choose to attend at the specified time and date in the office of "University

Engineer, Indian Institute of Engineering Science & Technology, Shibpur, Howrah-711103"

8. Information relating to evaluation of quotations and recommendations for the award of contract shall not be disclosed to bidders or any other persons not officially concerned with the process until the award to the successful bidder is announced.

9. Evaluation of Quotations

The Employer will evaluate and compare the quotations determined to be substantially responsive i.e. which

- (a) meet the qualification criteria specified in clause 3 above;
- (b) contains the bid security as specified in clause 5.3 above;
- (c) are properly signed; and
- (d) conform to the terms and conditions, specifications and drawings without material deviations.

10. Award of contract

The Employer will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated quotation price and who meets the specified qualification criteria and provided the bid security.

- 10.1 Notwithstanding the above, the Employer reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.
- 10.2 The bidder whose bid is accepted will be notified of the award of contract by the Employer prior to expiration of the quotation validity period.

11. Performance Security

Within 15 days of receiving letter of acceptance, the successful bidder shall deliver to the *Registrar, Indian Institute of Engineering Science & Technology, Shibpur, Howrah-711103*, the performance security either a bank guarantee or a bank draft drawn on any nationalized bank in favour of "*Registrar, IIEST, Shibpur*" account payable at Kolkata for an amount equivalent of 3 % of the contract price. The Performance Security shall be valid until a date 28 days from the intended date of Completion in the case of a Bank Guarantee. On receipt of the 3 % performance

security and signing of the Agreement the Employer will discharge the Bid Security.

12. Retention

An additional amount @ 7% shall be retained from each bill of the Contractor, 50% of which shall be released on completion of the initial period of maintenance & balance @ 25%, 12.5%, 6.25% & 6.25% on expiry of 2nd, 3rd, 4th & 5th year respectively after taking over possession and certification by the Engineer that all defects notified to the Contractor before the end of these period have been corrected.

13. Period of Maintenance:

This shall comprise the two periods termed as "Initial Period of Maintenance" & "Final period of maintenance"

- 13.1 The "Initial Period of Maintenance" for the work is one year from the date of taking over possession or one full monsoon season whichever occurs later. During the period of maintenance, the contractor will be responsible for rectifying any defects in the works free of cost to the Employer.
- 13.2 The "Final Period of Maintenance" for the work is nine years from the date of completion of "Initial Period of Maintenance" or nine full monsoon season whichever occurs later. During the period of maintenance, the contractor will be responsible for rectifying any defects in construction free of cost to the Employer
- **14.** Purchase of all construction materials including cement and steel as per the specifications (ISI certification marked goods wherever available) shall be the responsibility of the contractor.

SECTION - B

- 1. Format for Qualification Information.
- 2. Format for Submission of Quotation.
- 3. Format of Letter of Acceptance.

QUALIFICATION INFORMATION

1	For Individual Bidders	
1.1	Principal place of business:	
	Power of attorney of signatory of Quotation. [Attach copy]	
1.2	Total value of Civil Engineering construction work performed in the last three years (in Rs. Lakhs)	2013 – 2014 2014 – 2015 2015 – 2016

1.3 Work performed as prime contractor (in the same name) on works of a similar nature over the last three years.

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

Existing commitments and on-going works:

Description of Work	Place & State	Contract No. & Date	Value of Contract (Rs. Lakh)	Stipulated period of completion	Value of works* remaining to be completed (Rs. Lakhs)	Anticipated date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)

^{*} Enclose a certificate from Engineer concerned.

1.4 Proposed subcontracts and firms involved.

Sections of the works	Value of Sub- contract	Sub-contractor (name & address)	Experience in similar work
*	*	*	*
	*	*	
*	*	*	*
	*	*	
*	*	*	*
	*	*	

- **1.5** 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.
- 1.6 Name, address, and telephone, telex, and fax numbers of the Bidders' bankers who may provide references if contacted by the Employer.
- **1.7** Information on litigation history in which the Bidder is involved.

Other party(ies)	Employer	Cause of dispute	Amount involved	Remarks showing present status

QUOTATION

10:	Ine Dean, IP. Institute of Er Howrah-7111	ngineering Scien	ce & Technology, Shibpu	ır,
	ing membrane	with mineral	with 3 mm. thick APP is finish over the roof of ding inside the campus	v
Reference:	Letter No / Te from		dated	
Document in Contract encl	your letter / ter	nder no referred at	n the Bill of Quantities in to above in accordance w _ percentage above / bel	with the Conditions of
Rs				[in figures] ** [in words] **
			ce of it shall constitute t bound to accept the lov	
•	ertify that we ha	-	o ensure that no person a	cting for us or on our
We hereby co Instructions to		quotation is va	lid for 45 days as require	ed in Clause 6 of the
Yours faithfu	lly,			
Authorized S	ignature	:	Date:	
Name & Title	e of Signatory	:		
Name of Bide	der	:		
Address		:		
* Put 🗸	mark & Strike	out as applicabl	e	
	filled in by the		er with his particulars an	nd date of submission

Note: the Bidder shall attach duly priced and duly signed Bill of Quantities in Part-II of Tender Document

LETTER OF ACCEPTANCE CUM NOTICE TO PROCEED WITH THE WORK

(LETTERHEAD OF THE EMPLOYER)

	Dated :
To:	[Name and address of the Contractor]
Dear Sirs,	
This is to notify you that your execution of the	Quotation dated for for
the contract price of Rupees	[amount
in words and figures], is hereby accepted b	by us.
receipt of the letter. The Performance Sedraft in favour of The Registrar, <i>BESU SI</i> date 28 days from the intended date of Co	o 3% of the contract price) within 15 days of the curity in the form of Bank guarantee or a Bank hibpur payable at Howrah shall be valid until a completion i.e. up to urity will entail cancellation of the award of
later than	agreement form and proceed with the work not under the instructions of the Engineer, sure its completion within the contract period.
With the issuance of this acceptar Security, contract for the above said work	nce letter and your furnishing the Performance stands concluded.
Yours faithfully,	
Authorized Signature	
Name and title of Signatory	

PART-IV Draft Agreement form

ARTICLES OF AGREEMENT

1.	This	deed of agreement is made in the form of agreement on day month 2016, between <i>The Dean, IPM, Indian</i>
	(Empl	over) or his authorized representative (hereinafter referred to as the first party) (Name of the Contractor), S/O
	reside Roof i memb drawi	(hereinafter referred to as the second party), to execute top water proofing with 3 mm. thick APP modified bituminous water proofing trane with mineral finish over the roof of Civil Engineering department and any hall at Main building inside the campus" (hereinafter referred to as works) a following terms and conditions.
2.	Co	st of the Contract
		e total cost of the works (hereinafter referred to as the "total cost") is Rsreflected in Annexure - 1.
3	Pa	yments under this contract:
	-	yments to the second party for the construction work will be released by the first ty in the following manner:
	3.1	Contractor will raise bills in an interval of not less than 15 days, along with details of measurement of the executed quantities of items of works in the Bill of Quantities, in a tabulated form as approved by the Engineer, nominated by the first party (who is responsible for supervising the contractor, administering the contract, certifying the payments due to the contractor, issuing and valuing variations to the contract, awarding extensions of time etc.)
	3.2	The Engineer shall check the Contractor's bill and within 14 days certify the amount to be paid to the Contractor
	3.3	The value of the work executed shall be determined by the Engineer
	3.4	The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
	3.5	The Engineer may exclude any item certified in a previous bill or reduce the proportion of any item previously certified in any bill in the light of later information.

4. Notices by Contractor to Engineer

The second party will issue notice to the first party or the Engineer to visit the site and record the measurement of the quantity of the items of works completed for raising the bill.

5. Completion time

The works should be completed in 30 (<u>thirty</u>) days from the date of notice to proceed with the work. In exceptional circumstances, the time period stated in this clause may be extended in writing by mutual consent of both the parties.

- 6. If any of the compensation events mentioned below would prevent the work being completed by the intended completion date, the first party will decide on the intended completion date being extended by a suitable period:
 - a) The first party does not give access to the site or a part thereof by the agreed period.
 - b) The first party orders a delay
 - c) Payments due to the second party are delayed without reason.
 - d) Ground conditions are substantially more adverse than could reasonably have been assumed before issue of letter of acceptance and from information provided to second party or from visual inspection of the site.
- 7. Any willful delay on the part of the second party in completing the construction within the stipulated period will render him liable to pay liquidated damages. @ Rs. *_____ per day which will be deducted from payments due to him. The first party 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.

(Note: The amount of liquidated damages per day should be determined at 0.05% of the contract value of the works and indicated here).

8. Duties and responsibilities of the first party

8.1 The first party shall be responsible for providing regular and frequent supervision and guidance to the second party for carrying out the works as per specifications. This will include written guidelines and regular site visit of the authorized

personnel of the first party, for checking quality of material and construction to ensure that it is as per the norms.

8.2 Deleted

- 8.3 The Engineer or such other person as may be authorized by the first party shall hold meeting where the second party 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.
- 8.4 The Engineer shall record his observations/instructions at the time of his site visit in a site register maintained by the second party. The second party will carry out the instructions and promptly rectify any deviations pointed out by the engineer. If the deviations are not rectified, within the time specified in the Engineer's notice, the first party as well as the engineer nominated by it, may instruct stoppage or suspension of the construction. It shall thereupon be open to the first party or the engineer to have the deviations rectified at the cost of the second party.

9. Duties and responsibilities of the second party

- **9.1** The second party shall:
 - a) take up the works and arrange for its completion within the time period stipulated in clause 5;
 - b) employ suitable skilled persons to carry out the works;
 - c) regularly supervise and monitor the progress of work;
 - d) abide by the technical suggestions / direction of supervisory personnel including engineers etc. regarding building construction;
 - e) be responsible for bringing any discrepancy to the notice of the representative of the first party and seek necessary clarification:
 - f) ensure that the work is carried out in accordance with specifications, drawings and within the total of the contract amount without any cost escalation;
 - g) keep the first party informed about the progress of work;
 - h) be responsible for all security and watch and ward arrangements at site till handing over of the building to the first party; 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.

- j) pay all duties, taxes and other levies payable by construction agencies as per law under the contract (First party will effect deduction from running bills in respect of such taxes as may be imposed under the law).
- k) clear the site on completion of work.

10. Variations / Extra Items

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

- a) The second party shall provide the Engineer with a quotation for carrying out the Variation when requested to do so by the Engineer. The Engineer 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 second party is unreasonable, the Engineer may order the Variation and make a change to the Contract Price which shall be based on Engineer's own forecast of the effects of the Variation on the Contractor's costs.
- c) The second party shall not be entitled to additional payment for costs, which could have been avoided by giving early warning.

11. Securities

- a) 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 intended date of Completion in the case of a Bank Guarantee.
- b) The employer shall retain 7% from each payment due to the contractor as security deposit which shall be released when the Period of Maintenance has passed and Engineer has certified that all defects notified by the Engineer to the Contractor before the end of this period have been corrected.

12. Termination

- 12.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 12.2 Fundamental breaches of Contract include, but shall not be limited to the following:

- (a) the contractor stops work for 07 days and the stoppage has not been authorized by the Engineer;
- (b) the Contractor has become bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (c) the Engineer 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 Engineer;
- (d) the Contractor does not maintain a security which is required;
- 12.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 12.4 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.

13. **Payment upon Termination**

- 13.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer 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.
- 13.2 If the Contract is terminated at the Employer's convenience, the Engineer 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.

14. 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 first party. 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.

15. Period of Maintenance:

This shall comprise the two periods termed as "Initial Period of Maintenance" & "Final period of maintenance"

- 13.1 The "Initial Period of Maintenance" for the work is one year from the date of taking over possession or one full monsoon season whichever occurs later. During the period of maintenance, the contractor will be responsible for rectifying any defects in the works free of cost to the Employer.
- 13.2 The "Final Period of Maintenance" for the work is nine years from the date of completion of "Initial Period of Maintenance" or nine full monsoon season whichever occurs later. During the period of maintenance, the contractor will be responsible for rectifying any defects in construction free of cost to the Employer

Annexure I

BILL OF QUANTITIES

Sl.No.	Description of	ion of Estimated Cost						
Work		Qty.	Unit	Rate in figure (Rs)	Rate in Words	Amount (Rs.)		

Gross Total Cost:	Rs

We agree to execute the works in accordance with the approved drawings and technical specifications at percentage above/below the estimated rates, i.e., for a total contract price of Rs.(amount in figures) (Rs. amount in words).

Signature of Contractor

DRAFT GURANTEE BOND

This agreement made this day of 2016 between Contractor (hereinafter called the Guarantor of the one part) and the DEAN, IPM, IIEST Shibpur, Howrah (hereinafter called the employer of the other part)

Whereas the agreement is supplementary to the contract (hereinafter called the Contract) dated , 2016, made between the Guarantor of the one part and the Registrar, Bengal Engineering and Science University, Shibpur, Howrah of the other part, whereby the contractor, inter-alia, undertook to render the roof of the building in the said contract recited completely water and leak proof.

And whereas the Guarantor agreed to give a guarantee to the effect that the said roof will remain water proof for ten years to be reckoned from the date after the completion of work as prescribed in the contract.

During the period of guarantee the Guarantor shall make good all defects and for that matter, shall replace / rectify at his risk and cost to the satisfaction of the Engineer and shall commence the works of such rectification within seven days from date of issuing notice from the Engineer calling upon him to rectify the defects failing which the work shall be done by the Department by some other Contractor at the Guarantor's cost and risk and in the latter case the decision of the Engineer as to the cost, recoverable form the Guarantor shall be final and binding.

That if the Guarantor fails to execute the Water proofing work or commits breaches hereunder then the Guarantor will indemnify principal and his successors, against all loss, damage, cost, expense or otherwise which may be incurred by him by reason of any, default on the part of the Guarantor in performance and observance of this supplemental agreement. As to the amount of loss and / or damage and /or cost incurred by the Bengal Engineering and Science University, Shibpur, the decision of the Engineer will be final and binding on the parties.

In	witness	whereof	these	presents	have	been	exec	uted	by	the	Obl	igor
											and	by
							for	and	on	behalf	of	the
IIE.	ST, Shibpi	ur , Howral	h on the	day, mont	h and y	ear first	above	e writ	ten			

SIGNED, SEALED and delivered by OBLIGOR in the presence of

2.

SIGNED for and on behalf of IIEST, Shibpur, Howrah in presence of

1.

2.