

**INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR e-TENDERING
FORMING PART OF BID DOCUMENT AND TO BE POSTED ON WEBSITE**

PRESS NOTICE

Online percentage rate tender are invited by the I/C Civil Engineering Department, NIOH, Kolkata from eligible agencies who have carrying out similar type of work in PWD/CPWD or any other Govt organisation to undertake following work.

Sl No	N.I.T No	Name of Work & Location	Estimated Cost put to bid	Earnest Money	Period of Completion	Last Date & time of submission of bid, original EMD, copy of receipt or deposition of original EMD and other documents as specified in the press notice	Time and Date of opening of bid
1	2	3	4	5	6	7	8
1	C- Maint/M/246/CE/2000/ NIOH/Part III/	Repairing and distemping of 4 (four) nos of B-type quarters (B1, B7, B6&B11) and 1(One) no of C type quarter (C4) in NILD, Kolkata.	Rs 4,25,352.00	Rs 10,700.00	1(One) Month	26.12.2017 at 11.00 AM	27.12.2017 at 03.30 PM

1. The intending bidder must read the terms and conditions carefully. He should only submit his bid if he considers himself eligible and he is in possession of all all the documents required.
2. Information and Instructions for bidders posted on website shall form part of bid document.
3. The bid document consisting of schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website .
4. Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.

5. The intending bidder must have valid class-III digital signature to submit the bid.
6. Contractors can upload documents in the form of PDF format.
7. Contractor must ensure to quote rate in the column meant for quoting rate in figures and words in the space provided in price schedule
8. The EMD can be paid in the form of Demand Draft or Banker's Cheque of any scheduled bank and to be drawn in favour of the Director, National Institute of orthopaedically handicapped. Kolkata .
9. The cost of Tender document of Rs. 500/- can be paid in the form of Demand Draft or banker's cheque of any scheduled bank & to be drawn in favour of the Director, National Institute of orthopaedically handicapped. Kolkata.

List of Documents to be scanned and uploaded within period of bid submission:

1. Demand Draft / Banker's Cheque of any scheduled Bank against EMD.
2. Credential Certificate
- A) One Similar work of value not less than 3.40 lakh in any government/ semi government or autonomous body during last seven years ending on 30th November, 2017.
OR
- B) Two similar work of value not less than 2.55 lakh in any government/ semi government or autonomous body during last seven years ending on 30th November, 2017.
OR
- C) Three similar work of value not less than 1.70 lakh in any government/ semi government or autonomous body during last seven years ending on 30th November, 2017.
3. Certificate of Registration for GST and acknowledgement of upto date filed return.
4. Certificate of registration of Service Tax.

NOTICE FOR e-TENDERING

1. Percentage rate bids are invited from eligible contractors for the work :-
2. The work is estimated to cost Rs. 4,25,352.00. This estimate, however, is given merely as a rough guide.
3. Agreement shall be drawn with the successful bidder. Bidders shall quote their rates as per various terms and conditions of the said form which will form part of the agreement.
4. The time allowed for carrying out the work will be 1(One) month from the date of start Which will be reckoned from the 7(seven) days from the date of work order.
5. The price schedule consists of schedule of quantities of various types of items to be executed and set of terms and conditions of the contract to be complied with and other necessary documents.
6. Earnest money in the form of Demand Draft or Banker's cheque (drawn in favour of the Director, , National Institute of orthopaedically handicapped. Kolkata .) shall be scanned and uploaded to the e-tendering website within the period of Bid submission.

7. The physical EMD of the scanned copy of EMD uploaded shall be deposited by the lowest tenderer within a week after opening of financial bid failing which the tender shall be rejected.

Copy of certificate of work experience and other documents as specified in the press notice shall be scanned and uploaded to the e-tendering website within the period of bid submission. However, certified copy of all the scanned and uploaded documents as specified in press notice shall have to be submitted by the lowest bidder only along with physical EMD of the scanned copy of EMD uploaded within a week physically in the office of tender opening authority.

Online bid documents submitted by intending bidders shall be opened only of those bidders, who has deposited e-Tender processing fee with M/s ITI Limited and Earnest money Deposit and other documents scanned and uploaded are found in order.

The bid submitted shall be opened at 03.30 PM on 27/12/2017.

8. The bid submitted shall become invalid if:
 - I) The bidder is found ineligible.
 - II) The bidder does not upload all the documents (including GST registration) as stipulated in the bid document including the undertaking about deposition of physical EMD of the scanned copy of EMD uploaded.
 - III) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest tenderer in the office of tender opening authority.
 - IV) The lowest bidder does not deposit physical EMD within a week of opening of tender.
9. The contractor whose bid is accepted will be required to furnish performance guarantee of 5% (Five Percent) of the bided amount within the period of 7 days. This guarantee shall be in the form of Banker's cheque / Demand draft / Pay order of any scheduled bank. In case the contractor fails to deposit the said performance guarantee within the period indicated above, the Earnest money deposited by the contractor shall be forfeited automatically without any notice to the contractor.
10. Intending bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids .A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidders shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for the workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done.
11. The competent authority does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.

12. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.
13. The competent authority reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
14. The bid for the works shall remain open for acceptance for a **period of ninety (90) days** from the date of opening of bids. If any bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then the government shall, without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money as aforesaid. Further the bidder shall not be allowed to participate in the rebidding process of the work.
15. The notice inviting bid shall form a part of the contract document. The successful bidder/ contractor, on acceptance of his bid by the accepting authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of :-
 - a) The notice inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
16. Sales Tax, Purchase Tax, Turnover Tax/VAT on works contract tax, VAT or any other tax on materials, statutory charges (except service tax), duties, west Bengal construction worker's welfare cess, Education Cess etc shall be payable by the contractor and government will not entertain any claim whatsoever in respect of the same.

NATIONAL INSTITUTE FOR THE ORTHOPAEDICALLY HANDICAPPED, KOLKATA

Percentage Rate e-Tender & Contract for Works

Tender for the work of: Repairing and distempering of 4 (four) nos of B-type quarters (B1,B7,B6&B11) and 1(One) no of C type quarter (C4) in NILD, Kolkata.

TENDER

I/We have read and examined the notice inviting tender, conditions of contract, clauses of contract, special conditions, schedule of rate & other documents and rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified within the time specified in schedule 'A', schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in general rules and directions and conditions of contract.

I/We agree to keep the tender open for 90 (ninety) days from the due date of its opening and not to make any modifications in its terms and conditions.

A sum of Rs. 10,700.00 is hereby forwarded in deposit of call receipt of a scheduled bank / as Earnest money. If I/We fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the Director, NIOH, Kolkata shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that the Director, NIOH, Kolkata shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said performance guarantee shall be guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained in the tender form. Further, I/We agree that in case of forfeiture of earnest money or performance guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/ confidential documents and shall not communicate information/ derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the state.

Dated

Signature of Contractor

Witness: #

Postal Address : #

Address :

Occupation :

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for a sum of Rs _____ (Rupees _____).

The letters referred to below shall form part of this contract agreement :-

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*

*

Signature:

Dated:

Designation:

*To be filled by Director

#To be filled by the contractor

PROFORMA OF SCHEDULES

SCHEDULE "A"

Schedule of quantities :- As per price Schedule attached

SCHEDULE "B"

Extra schedule for specific : Special conditions, Particular specifications conditions
Requirements / documents for the and/ documents for the work, if any, attached herewith
Work, if any.

NAME OF WORK:

Estimated Cost of work : Rs 4,25,325.00

- i) Earnest Money : Rs 10,700.00 (To be adjusted with security Deposit)
- ii) Performance Guarantee : 5% of tendered amount. (will be return after satisfactory completion of work)
- iii) Security Deposit : 10% of tendered value. The security Deposit will be deducted at the rate of 10% of gross amount of each running and final bill till the sum deducted will be the amount to security deposit of 10% of tendered value work.
- iv) Penalty for delay in completion of work : - At the rate of ½ % per week of delay subject to 10% of gross amount of bill.

SCHEDULE "C"

GENERAL RULES & DIRECTIONS :

- I) Officer inviting tender - : I/C Civil Engineering Dept, NIOH

Definition

- II) Engineer in charge : I/C Civil Engineering Dept, NIOH
- III) Accepting Authority : Director, NIOH
- IV) Standard schedule of rates : DSR 2014 CPWD with upto date correction slips.
- V) Department : NIOH

CLAUSE 1

- i) Time allowed for submission of : 07 (Seven) days
Performance guarantee from
The date of issue of letter of
Acceptance, in days
- ii) Maximum allowable extension : 03 (three) days
With late fee @ 0.1% per day of
Performance guarantee amount
Beyond the period provided in (i)
Above in days

CLAUSE 2

Authority for imposing penalty for
Delay in completion of work : Director, NIOH

CLAUSE 3

Number of days from the date of : 7 days
Issue of letter of acceptance for
Reckoning date of start.
Time allowed for execution of work : 1 (One) month

CLAUSE 4

Authority to decide
Extension of Time : Director , NIOH

CLAUSE 5

Specification to be followed for: C.P.W.D. specifications 2009 vol I to II with upto date
Execution of work. Correction slips issued upto the last date of receipt of
tender and additional conditions and specifications as
attached in the tender.

CLAUSE 6 Calcutta High Court at Kolkata will only be the jurisdiction to deal with and decide on
any dispute whatever arising out of this tender.

CLAUSE 7 The Engineer- in- charge shall have power to make any alteration, addition or
substitution of item of works that may appear to him necessary during progress of work
and contractor shall bound to carry out the work in accordance with any instruction give
to him. If the altered, additional or substituted work includes any class of work shall be
carried out at the rates entered in the DSR'2014 plus cost index at the time of acceptance
of tender minus/plus the percentage of the entire work put to tender, and if the altered,
additional or substituted work is not available in DSR,14 the rate will be determine
analysis worked out from (a) basic rate of labour and material of DSR'2014 duly enhanced
by cost index plus/minus the percentage of the entire work put to tender (b)the current
market rate of material and labour in case basic rate of labour and materials are not
available in DSR'2014. In the event of any dispute regarding rates determined on analysis,
the decision of the Engineer-in-charge shall be final and binding.

CLAUSE 8 If the contractor or his workmen shall break, deface, injured or destroy/damage any part
of building in which they may be working from any cause what ever or any imperfections
become apparent on it within twelve months from the date of completion given by the
Engineer-in- charge, the contractor shall made the same good at his expense.
The security deposit of the contractor shall be refundable after expiry of Six months after
the issue of completion certificate or after passing of final bill which ever is later. The
contractor shall be responsible for rectifying defects noticed during defects liability period at
his own cost.

SPECIAL CONDITIONS

The agency is advised to inspect the site before tendering.

Unless otherwise provided in the schedule of quantities the rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the building and nothing extra shall be payable to him on this account. Payment for centering, shuttering, however if required to be done for floor to floor heights greater than 3.5 m shall be admissible at rates arrived at in accordance with clause 12 of the agreement if not already specified.

The contractor shall make his own arrangements for obtaining electrical service connection if required and make necessary payments directly to the department concerned.

Any cement slurry added over base surface (or) for continuation of concreting for better bond is deemed to have been included in the items and nothing extra shall be payable (or) extra cement considered in consumption on this account.

Testing of materials:

Samples of various materials required for testing shall be provided free of charge by the contractor. Testing charges, if any, shall be borne by the department. However in case samples fail in testing, the testing charges if any shall be borne by the contractor. All other expenditure required to be incurred for taking the samples, conveyance, packing etc shall be borne by the contractor himself.

The contractor shall bear all incidental charges for cartage, storage and safe custody of materials issued by the department or procured by the contractor and nothing extra shall be payable to the contractor on their accounts.

The contractor or his authorized representative should always be available at the site of work to take instructions from department officers, and ensure proper execution of work.

No payment will be made to the contractor for damage caused by rains, or other natural calamity during the execution of the works and no such claim on this account will be entertained.

All construction work shall be supervised by the contractor including his duly authorized engineers/representatives. Contractor shall provide materials and workmanship to the best of their representative kind, and shall be fully responsible for executing the work as per prescribed specifications, latest BIS codes of practice and drawings.

The contractor shall take instructions from the engineer-in-charge for stacking up materials in any place. No excavated earth or building material shall be stacked over areas where other buildings, roads, service of compound walls are to be constructed.

All materials shall be got checked by the junior engineer-in-charge of the works on receipt of the same at site before use.

ADDITIONAL TERMS AND CONDITIONS

1. Work should be carried out as per CPWD specification 2009 Volume 1 & 2 with upto date correction slips.
2. The works is to be executed in such a manner that day to day activities of the institute may not hamper.
3. Work may be require to execute on emergency basis i.e. on Sundays/holidays/beyond office hours depending upon the situation without any extra claim/ charge.
4. Shifting of furniture, machinery etc. before and after execution of work shall be a part of tender work.
5. Shifted materials may be kept under the custody of contractor till those are handed over to the in charge of respective unit for whom work executed.
6. Any damage occurs during shifting of Government article should be make good by the contractor.
7. Building rubbish/ malba/ similar unserviceable dismantled or waste materials are to be disposed outside the NILD campus and no extra payment will be made in this regard.
8. Useful materials available by dismantling are to be shifted in a place within the NILD campus as per direction of the Engineer-in-charge.
9. **(a)** The contractor shall have to make own arrangement of water and electricity for which nothing extra will be paid on that account subject to the condition that the water used shall be fit for construction purpose.
(b) Water and electricity if possible may be supplied to the contractor on request. Water charges @ 1% of gross amount of bill and electricity charges at prevailing CESC rate as per actual consumption will be recover from the bill. But in case of any disruption of supply the contractor shall make his own alternative arrangement. No claim of damage or refund of water and electrical charge will be entertained on account of such occasion.
(c) Construction cess @ 1% of gross amount of bill will be recovered from the bill.
- 10 Security deposit deducted will be returned after 6 months from the date of completion of work or after payment of final bill whichever is later.

I/C CE DEPARTMENT
NILD , KOLKATA

