

MINUTES OF THE PRE-BID MEETING

Name of Work: AMC for round the clock operation & maintenance of 3 MVA, 6KV/415V Substation along with one no. 200 KVA DG set with AMF Panel including maintenance of the power Distribution Network spread over the entire campus of IACS (2A & 2B, Raja S.C. Mullick Road), Jadavpur, Kol-32

Ref: Tender Notice No. EL/017/Adm/10 Dated: 28.02.2011

As per terms of the NIT, a pre-bid meeting was held on 11.03.2011 at IACS, Jadavpur, where various queries as raised by the representatives of the intending bidders were duly addressed. Accordingly, the following decisions have been taken for incorporation of the same in the tender for quoting of rates etc /participation in this tender:

Format for tender agreement: The standard “**Format of Tender Agreement**” is enclosed herewith for your information in advance.

Employer’s EPF Contribution: As discussed, the “**Revised Annexure-I**” is enclosed herewith which is required to be considered **during calculation of “cost per day”** to put into the same in the “**Schedule of Works**” to work out the total cost for 365 days. Hence, the original “**Annexure-I**” **as enclosed with the tender documents is hereby cancelled and rejected.** Therefore, all the intended bidders are requested to consider the “**Revised Annexure-I**” only for quoting rates.

Penalty on failure to maintain the desired Power Factor: The background of maintenance of desired power factor through manually operated capacitor banks have been discussed where it has been mentioned that IACS is availing maximum possible rebates (as per the tariff approved by the Hon’ble WBERC applicable for M/s CESC’s consumers) i.e. full rebates (100%) on monthly electricity bills credited by CESC Ltd in favour of IACS. During discussion, it has been mentioned that, the same has become possible due to intensive care & close monitoring of the system parameters on round the clock basis. **Accordingly, it has been decided & communicated that, deviation from the said limit of Power factor rebate (100%) will attract pro-rata penalty, if the failure is found on the contractor’s part.**

Penalty on unwanted interruption of power supply: IACS is having a no. of state-of-the-art laboratories equipped with various costly equipments which need un-interrupted power supply. To facilitate the same, the Substation Maintenance Personnel are to keep close monitoring on round the clock basis for 365 days in a year. Necessary corrective actions are to be taken by them to restore the supply just after 5 minutes of the interruption of the CESC Supply i/c starting operation of the DG set and allied switching operation etc to supply the emergency power with next 5 minutes maximum. The scopes of work also include time-to-time communication/ interactions with CESC authority towards restoration of supply at the earliest. However, matching penalty (based on the losses if incurred by the IACS in terms of financial losses & intellectual property losses, where the decision of the Director, IACS is final & binding to the contractor) will be imposed upon the contractor for the failure of power supply/to restore at a reasonable time as stated above is found on contractor’s part.

Selection of lowest bidder in case of equal quoting:

If the price offered **from more than one bidders are found to be same and lowest (L1)** then the comparison & selection will be made on the basis of total score obtained out of total 100 in the technical bid.

The break-up of score will be as follows:-

- | | | |
|------|---|--------------------|
| i. | Financial Strength | : 20 marks maximum |
| ii. | Experience in similar nature of works during last 5 years | : 30 marks maximum |
| iii. | Performance on Works | : 30 marks maximum |
| iv. | Personnel & establishment | : 10 marks maximum |
| v. | Tools & equipments including transportation facility | : 10 marks maximum |

However, assessment & marking in this regard by the IACS will be final & binding to the agency and no appeal for review in this regard will be accepted.

Change of Statutory rates of wages etc:

This will be governed as per Note (2) of the “schedule of work.”

Apart from the above decisions, it is also mentioned that the followings are to be observed by the entrusted AMC Contractor:

Compliances of IE Rules: The contractor is liable to comply with the provisions of the Indian Electricity Rules-1956 (amended up to date) & Act during the currency of contract and extended period (if any) thereof.

Execution of the order of IACS: The contractor shall be liable to carry out the operation & maintenance work as per the order of the Engineer-in-Charge of the work. Necessary reporting Engineer-in-Charge from time to time (shift wise) by the employees of the contractor or supervisor or the contractor himself/herself is mandatory failing which appropriate action will be initiated which may even prompt us to cancel the work order also.

Display of I-Card: The contractor shall issue necessary service Identity Card for their employees as mentioned under Clause-B of Man Power Deployment Scope which should incorporate that the employees while on duty should have to wear the said I- Card in order to display the same .

Site Visit:

At the end of the meeting, a site visit was arranged to make it conversant to the intending bidders to know the jurisdiction of their services to be extended in terms of operation & maintenance of Substation, DG set & other building services in the campus of IACS as per the terms & conditions of the NIT.

Note: It is for the information to all concerned that, this “minutes of the pre-bid meeting” will form a part of the NIT & Agreement to be made thereon.

T.O. (Electrical)

FORMAT OF TENDER AGREEMENT

ARTICLE OF AGREEMENT made at Kolkata thisday of(Month)'2011 between **Indian Association for the Cultivation of Science (IACS) at Jadavpur, Kolkata-700 032**, a society under the Society Registration Act 1860 (hereinafter referred to as the **Employer** which expression shall include its successors and assigns and all the persons for the time being in management of the Society) of the one part and **M/s(Name of the Contractor)** (hereinafter referred to as the **Contractor** which expression shall include their respective heirs, executors, administrators and its successors and assignees) of the other part.

WHEREAS the Employer is desirous of getting the work of “.....(Name of Work)” as per the Schedule of the tender of IACS with specific terms & conditions as laid down thereon in the tender.

AND WHEREAS the contractor has agreed to execute the above stated work amounting to a contract value of approximately **Rs.(Rupees in Words)** or some other sum as may be arrived due to any amendment / adjustment or at by the final measurement at the unit contractual rates (hereinafter called the “Contract Value”) as will be arrived.

NOW IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:-

1. In consideration of payment of the said contract value or such other sum as may be arrived at the final measurement at unit prices, the contractor will, upon subject to the general terms and condition of the tender, execute and complete the work described in the schedule of work and shown in the drawing etc complying relevant rules and regulations in this regard with such variations by way of alterations and additions to, or deductions from the said work and method of payments therefore as are provided for in the said conditions.
2. This work is a manpower based job and its deployment on time based manner is the essence of the agreement and the contractor shall agree to do the same and shall abide by all rules & regulations in this regard accordingly.
3. The employer shall pay the contractor the said contract amount or such other sum as shall be payable at the time and the manner therein after specified in the said general terms & conditions of the tender.
4. All disputes & differences of any kind whatsoever arising out of or in connection with the contract of carrying out the works (whether during the progress of work or after the determination abandonment for breach of contract) shall be referred to Arbitration. The provision of Arbitration Act 1940 or statutory modifications or re-enactment thereof and or the rules made their under for the time being in force shall apply to Arbitration proceedings under this clause.
5. This agreement comprises of the following documents which shall be deemed to form and be read and constitutes as part of these presence viz.
 - a) Tender Notice /Enquiry notice with Schedule of Work
 - b) Tender/ Quotation offer accepted by the employer
 - c) Work order of the employer (order no. _____)
 - d) General terms and Conditions of the tender
 - e) Drawing/Sketches/Layout etc (if any)
 - f) All correspondences by which the contract is added to or amended varied or modified in any way by

mutual consent.

IN WITNESS WHEREOF THE PARTIES TO THESE PRESENCE HAVE HERE TO BE SAID AND SUBSCRIBED THEIR RESPECTIVE HAND THE DAY MONTH AND YEAR FIRST ABOVE WRITTEN.

In witness of:

1.

For and on behalf of the employer

Signed by.....

For and on behalf of the contractor

2.

Signed by.....

LACS