

सत्येन्द्र नाथ बसु राष्ट्रीय मौलिक विज्ञान केन्द्र
SATYENDRA NATH BOSE NATIONAL
CENTRE FOR BASIC SCIENCES
সত্যেন্দ্র নাথ বসু জাতীয় মৌলিক বিজ্ঞান কেন্দ্র

SNB/ENG/K.M.Lab Reno./NIQ/ 08/16-17/321

Date: 20/06.2016

NOTICE INVITING QUOTATION

Name of work: Repairing and Renovation of Dr. Kalyan Mondal's Lab near West Gate of SNBNCBS

The Centre is pleased to enclose herewith a copy of schedule of item along with terms & conditions in connection with the under mentioned work and in case you are interested in the job, you may quote your competitive and justified rate both in figure as well as in words as per the schedule attached and submit the same complete in all respect with signature on the each page of the terms & conditions, in a sealed cover addressed to the undersigned so as to reach on or before **05th July, 2016** within 3:00pm positively.

Completion Time: 45 (Forty Five) Days from date of site handover.

Please note that mere quoting of rate will not entail you to get the work as the undersigned reserves the right to reject any or all quotations or accept any quotation other than the lowest without assigning any reason.

Interested agencies may download the quotation documents from the website: wwwweb.bose.res.in/InfoAnnouncements/Tender.jsp of this Centre and submit the same within the stipulated date.

Yours sincerely,

Smajunder
Registrar 20.6.16

Enclosure: Schedule of Work & General Conditions of Contract.

Cc:

1. Director
2. DR (Finance)
3. SE
4. Notice Board
5. Central Registry

ब्लॉक-जे.डी. सेक्टर-III, सॉल्ट लेक, कोलकाता-700 106, Block-JD, Sector-III, Salt Lake, Kolkata - 700 106

दूरभाष / Phones : (00) 91-(0)33-2335 5706-8, 2335 3057/61, 2335 0312 / 1313

टेलीफैक्स / TELEFAX : +91-33-2335 3477 / 2335 1364 / 2335 9176

वेबसाइट / Website: <http://www.bose.res.in>

FUNDED BY DEPARTMENT OF SCIENCE & TECHNOLOGY, GOVERNMENT OF INDIA

निधिवद्ध विज्ञान और प्रौद्योगिकी विभाग भारत सरकार द्वारा

**Schedule of work for Repairing and Renovation of Dr. Kalyan Mondal's
Lab near west gate of SNBNCBS**

SI No	Description of Item	Unit	Qty	Rate (Rs.)	Amount (Rs.)
1	Dismantling roofing including ridges, hips, valleys and gutters etc., and stacking the material within 50 metres lead of : (i)Asbestos sheet	Sqm	32.00		
2	Dismantling aluminium/ Gypsum partitions, doors, windows, fixed glazing and false ceiling including disposal of unserviceable surplus material and stacking of serviceable material with in 50 meters lead as directed by Engineer-in-charge	Sqm	28		
3	Supply and fixing of colour coated steel roofing sheets, light weight coating Galvalume (aluminium zink alloy). The sheet shall be fixed using self drilling / self tapping screws of suitable size with EPDM seal including cutting to size and shape wherever required as per direction of Engineer-in-Charge. Make: Durashine/Durakolor/Prestar	Sqm	34.00		
4	Taking out wind ties from roof including cutting out rusted bolts, nuts etc.and removing materials to any distance within compound and stacking.	Kgs	20		
5	Fixing of new wind tie with new fittings including painting two or more coats with anticorrosive bitumastic paint of approved brand & manufacturer over and including priming coat of ready mixed zinc chromate yellow primer of approved brand.	Metre	25.00		
6	Providing and fixing aluminium work (1.5mm guage thickness) for doors, windows (sliding and casement or top hung), ventilators and partitions with extruded built up standard tubular sections/ appropriate Z sections and other sections of approved make , fixed with rawl plugs and screws or with fixing clips, or with expansion hold fasteners including necessary filling up of gaps at junctions, at top, bottom and sides with required EPDM rubber/neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, aluminium snap beading for glazing/panelling, CP brass/stainless steel screws, rollers, locking arrangement, all complete as per architectural drawings and the directions of Engineer-in-Charge (Glazing to be paid for separately).				
(i)	For fixed portion				
(a)	Anodised aluminium (anodised transparent or dyed or required shade).	Kgs	100.00		
7	For shutters of doors, windows & ventilators including providing and fixing hinges/pivots and making provision for fixing of fittings wherever required including the cost of EPDM rubber/neoprene gasket required rollers, handles locking arrangement, friction hinge and door closer etc. complete.(Required guage thickness of aluminium 1.5 mm)				
(i)	Anodised aluminium (anodised transparent or dyed or required shade).	Kgs	25.00		
8	Supplying bubble free float glass of approved make and brand .				
(i)	5 mm thick clear glass	Sqm	7		



**Schedule of work for Repairing and Renovation of Dr. Kalyan Mondal's
Lab near west gate of SNBNCBS**

SI No	Description of Item	Unit	Qty	Rate (Rs.)	Amount (Rs.)
9	Supply, fitting and fixing of 4.5 mm thick Aluminium composite panel board of approved make and brand	Sqm	8		
10	Providing and laying Vitrified tiles in different sizes (thickness to be specified by the manufacturer), with water absorption less than 0.08% and conforming to IS: 15622, of approved brand & manufacturer, in all colours and shade, in skirting, riser of steps, laid with cement based high polymer modified quick set tile adhesive (water based) conforming to IS:15477, in average 6 mm thickness, including grouting of joints (Payment for grouting of joints to be made separately). (i)Size of Tile 600x600 mm	Sqm	26		
11	Providing and fixing 1st quality ceramic glazed wall tiles conforming to IS:15622 (thickness to be specified by the manufacturer), of approved make, in all colours, shades except burgundy, bottle green, black of any size as approved by Engineer-in-Charge, in skirting, risers of steps and dados, over 12 mm thick bed of cement mortar 1:3 (1 cement : 3 coarse sand) and jointing with grey cement slurry @ 3.3kg per sqm, including pointing in white cement mixed with pigment of matching shade complete.	Sqm	24.53		
12	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level: 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size)	Cum	0.50		
13	12 mm cement plaster (i)1:4 (1 cement: 4 fine sand)	Sqm	10.00		
14	Removing dry or oil bound distemper, water proofing cement paint and the like by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete.	Sqm	86.58		
15	Painting with synthetic enamel paint of approved brand and manufacture (Asian Paints/Berger/ICI) of required colour to give an even shade including necessary surface preparation. One or more coats on old work to achieve a smooth & uniform shade (to be approved).	Sqm	125.00		
Total					
In words Rupees only					

Signature of the Bidder

Address:

Date:

Office Seal:

Note:

1. Rate shall be inclusive of all applicable taxes.
2. Rate shall remain firm and fixed during the contract period.
3. Quoted rates shall be valid for 90 days from the due date of submission.



General Conditions of Contract

Name of Work: Repairing and Renovation of Dr. Kalyan Mondal's Lab near west Gate of SNBNCBS

Except where-provided for in the description of individual items in the Schedule of Quantities and in the specification and conditions laid down herein after and in the drawings, the work shall be carried out as per standard CPWD specifications and under the direction of the Engineer-in-charge of the Centre.

A. Interpretation:

In construing these conditions, the specifications, the schedule of quantities, tender and agreement, the following words shall have the meaning herein assigned to them except where the subject or context otherwise requires:

- i) **The Centre:** The term Centre shall denote Satyendra Nath Bose National Centre for Basic Sciences, Block –JD, Sector-III, Salt Lake, Kolkata-700106 or any of its employees /representatives authorised on their behalf.
- ii) **Site Engineer:** The term Site Engineer shall mean the person/s appointed and paid by the Centre to superintend the work.
- iii) **The Contractor:** The Contractor shall mean the individual or individuals, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
- iv) **Site:** The site shall mean the site where the works are to be executed in the campus as shown in the drawing.
- v) **Drawing:** The work is to be carried out in accordance with drawing, CPWD specifications, the schedule of quantities and any further drawings, instructions etc. which may be given by the Engineer-in- charge on behalf of Centre during execution of the work.
In case any detailed drawings are necessary contractor shall prepare such detailed drawings and have it confirmed by the Centre prior to taking up such work.
- vi) **The Work:** The Work shall mean the work or works to be executed under this contract.
- vii) **The Schedule of Quantities:** The Schedule of Quantities' shall mean the schedule of quantities as specified and forming part of this contract.
- viii) **"Price Schedule of Quantities"** shall mean the schedule of quantities duly priced with the accepted quoted rates of the contractor.
- ix) The **Bid/Tender** shall mean the proposal /offer along with the supporting documents, submitted by the bidder for consideration by the Centre.
- x) The **Bid/Quotation document** shall mean the documents issued by the Centre to prospective bidders, containing various terms and conditions, scope of work, any requirements etc. or generally laid and in various sections spelling out the basis, procedure, modes, methods and



formalities of the bidder to prepare their BIDs for submission to the Centre. The BID documents shall include the invitation to BID, instructions, proposal forms and all addenda/corrigenda/amendments issued by the Centre.

- xi) The letter of acceptance of BID shall mean an official invitation from the Centre to successful bidder to the effect that his/their BID has been accepted in accordance with the provisions contained therein.
- xii) The expression works or work shall, unless there be something either in the subject or context repugnant to construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
- xiii) The **Contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between the Competent Authority of the Centre and the contractor, together with the documents referred to therein including these conditions, the specification, designs, drawings and instructions issued from time to time by the Engineer-in-charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- xiv) The **Month** shall mean the calendar month according to the Christian calendar. **Day** unless herein expressly defined otherwise shall mean Christian calendar day of 24 hours.

Scope: Repairing and renovation of Lab including repairing of roof sheet, repairing of false ceiling, repairing of inside wall plastering, fixing of wall and floor tiles, making of Aluminium partition etc.

C. Terms and Conditions:

- i) **Earnest Money : Earnest Money Deposit (EMD) of Rs. 4000.00** (Rupees Four Thousand only) is required to be submitted in the form of Demand Draft / Bankers Cheque by the Tenderer with the tender. The Demand Draft / Bankers Cheque must be issued in favour of “**Satyendra Nath Bose National Centre for Basic Sciences, Block-JD, Sector-III, Kolkata – 700 106**”. EMD deposited by the unsuccessful tenders will be refunded by way of handing over the original Demand Draft / Bankers Cheque duly endorsed by the Competent Authority of the Centre. The Earnest Money of the Successful Tenderer will be adjusted against the Security Deposit to be recovered from the running account bills. Under any circumstances, SNBNCBS will not be liable to pay any interest on the EMD. If the rates of any Contractor are found abnormally low or high, Competent Authority may review such rates and if necessary his quotation/tender may summarily be rejected though the same Contractor will be asked to justify reasonably such rates. EMD of a Quotationer will be forfeited, if the Quotationer withdraws or amends its quotation.
- ii) **Security Deposit :** The Security Deposit shall be deducted from the Running Account Bills/Final Bill at 10% of the certified bill value. The EMD shall form part of the Security Deposit.



- iii) **Refund of Security Deposit** : The Security Deposit may be refunded without any interest after the expiry of the **defect liability period (12 months)** provided the Contractor has satisfactorily carried out all work and attended to all defects in accordance with the conditions of the work.
- iv) **Arbitration** : Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before and after extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or relating to the contract or breach thereof, shall be referred to sole Arbitrator to be appointed by the Director of the Centre at the time of dispute.
It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation or arbitration under the clause.
It is a term of the contract that the cost of arbitration will be borne by the parties themselves equally.
The venue of arbitration shall be Kolkata.
Subject to aforesaid the provisions of the Arbitration and Conciliation Act 1996 and any statutory modification or re-enactment thereof rules made hereunder and for the time being in force shall apply to the arbitration proceeding under this clause.
- v) **Removal of improper Work** : The owner shall during the progress of the work have power to order in writing from time to time the removal from the work within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Centre are not in accordance with specification or instructions, the substitution or proper re-execution of any work executed with materials or workmanships not in accordance with the drawings and specifications or instructions. In case the contractor refuses to comply with the order, the Centre shall have the power to employ and pay other agencies to carry out the work and all expenses consequent thereon or incidental thereto as certified by the Centre shall be borne by the contractor or may be deducted from any money due to or that may become due to the contractor. No certificate which may be given by the Centre shall relieve the contractor from his liability of unsound work or bad materials.
- vi) **Cancellation of Work** : The Centre reserves the right to cancel the work order at any point of time without assigning any reason thereof.
- vii) **Payment** : Payment will be made after satisfactory execution of the work and after verification/ certification of bill by the Engineering Section of the Centre.
- viii) **Clearing site on completion** : On completion of the works the contractor shall clear away and remove from the site all constructional plant, surplus materials and rubbish to the satisfaction of the Centre.



- ix) **Income Tax / Sales Tax on Works Contract :** The Statutory deduction of income tax / sales Tax or any other tax as applicable on works contract will be deducted from all interim and final payment to be made to the contractor.
- x) **Brief Specification :** The work shall be carried out as per schedule of items of work, CPWD specification and direction of the Engineer-in-charge.
- xi) **Superintendence of Supervision:** The Contractor shall give all necessary personal Superintendence during the execution of the work and this obligation and liability will continue (a) till completion of the work and (b) thereafter expiration of defects liability period i.e. 12 (twelve) months after satisfactory completion of the work. The contractor shall also during the whole time of work when in progress employ a competent representative who shall be constantly in attention at the site while his men are at work. Any directions, explanations, instructions or notices given by the Owner to such representative shall be deemed to have been given and duly served on the contractor.
- xii) **Failure by Contractors to Comply with Owner's Instruction:** The quantities shown in the schedule of quantities are tentative. The Owner reserves the right to execute only a part or the whole or any excess of the work thereof without assigning any reason thereof. If the contractor after receipt of written notice or verbal order from the Owner and requiring compliance within ten days fails to comply with such further drawings and/or Owner's instructions, the Owner may employ other person to execute any such work whatsoever that may be necessary to give effect thereto and pay all cost incurred in connection therewith and same shall be recoverable from the contractor by the Owner as a debt or shall have right to deduct same from any money due or to become due to the contractor.
- xiii) **Quotationer shall visit the site:** Intending quotationer shall visit the site and make himself thoroughly acquainted with the local site condition, nature and requirements of the works, facilities of transport condition, effective labours and materials, access and storage for materials and removal of rubbish. The quotationer shall provide in their tender for cost of carriage, freight and other charges as also for any special difficulties and including police restriction for transport etc. for proper execution of works as indicated in the drawings. The successful quotationer will not be entitled to claim of compensation for difficulties faced or losses incurred on account of any site condition which existed before the commencement of the work or which in the opinion of the Owner might be deemed to have reasonably been inferred to be so existing before commencement of work.
- xiv) **Contractor to provide everything necessary:** The Contractor shall provide everything necessary for the proper execution of the work according to the intent and meaning of the drawings, schedule of quantities and specifications taken together whether the same or may



not be particularly shown or described therein provided that the same can reasonably be inferred there from and if the Contractor finds any discrepancies therein he shall immediately and in writing, refer the same to the Owner whose decision shall be final and binding. The Contractor shall provide himself for ground and fresh water for carrying out of the works at his own cost. The owner shall on no account be responsible for the expenses incurred by the Contractor for hired ground or fresh water obtained from elsewhere. If it is found that the Contractor is using Centre's water, water charges shall be recovered @ 3.0% (three percent) or gross amount of work done.

The contractor shall at his own cost arrange for necessary power for construction (i.e. welding etc.) and lighting for entire period of contract.

The rates quoted against individual items will be inclusive of everything necessary to complete the said items of work within the completion of the contract and beyond the unit price no extra payment will be allowed for incidental or contingent work, labour and/or materials inclusive of all taxes and duties whatsoever except for specific items, if any, stipulated in the contract documents.

The Contractor shall supply, fix and maintain at his own cost, for the execution of any work, all tools, tackles, machineries and equipments and all the necessary centering, scaffolding, staging, planking, timbering, strutting, shoring, pumping, fencing, boarding, watching and lighting by night as well as by day required not only for the proper execution and protection of the said work but also for the protection of the erection, matters and things and the Contractor shall take down and remove any or all such centering, scaffolding, planking, timbering, strutting, shoring etc. as occasion shall be required or when ordered so to do and shall fully reinstate and make good all matters and things disturbed during the execution of the works to the satisfaction of the Owner.

- xv) **Defects after Completion:** The contractor shall make good at his own cost and to the satisfaction of the Owner all defects, shrinkage, settlements or other faults which may appear **within 12 months after satisfactory completion of the work.** In default, the Owner may employ and pay other persons to amend and make good such damages, losses and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damages, losses and expenses shall be recoverable from him by the Owner or may be deducted by the Owner, in lieu of, such amending and making good by the Contractor, deduct from any money due to the Contractor, a sum equivalent to the cost of amending such work and in the event of the amount retained being insufficient, recover that balance from the Contractor from the amount retained under Clause No. (ii) together with any expenses the Owner may have incurred in connection therewith.
- xvi) **Escalation:** The rate quoted shall be firm throughout the tenure of the contract (including extension of time, if any, granted) and will not be subject to any fluctuation due to increase in cost' of materials, labour, sales tax, octroi, other taxes etc.



- xvii) **Compensation for Delay:** Should the work be not completed to the satisfaction of the Owner within the stipulated period, the contractor shall be bound to pay to the Owner a sum calculated as given below by way of liquidated damages and not as penalty during which the work remains uncommenced or unfinished after the expiry of the completion date.
- xviii) **Excepted Matters:** If the dispute or differences pertain to the under noted matters the decision in writing of the Officer designated in and signing the contract documents shall be final, conclusive and binding on the parties.
- i) Instructions.
 - ii) Transactions with Local Authorities.
 - iii) Proof of quality of materials.
 - iv) Assigning or underletting of the contract.
 - v) Certificate as to the causes of delay on the part of the contractor and justifying extension of time.
 - vi) Rectifying of defects pointed out during the Defects Liability Period.
 - vii) Notice to the contractor to the effect that he is not proceeding with due diligence.
 - viii) Certificate that the contractor has abandoned the contract.
 - ix) Notice of determination of the contract by the Employer.
- xix) **Protective Measures:** The contractor from time to time of being placed in possession of the site must make suitable arrangements for watching, lighting and protecting the work, the site and surrounding property by day, by night, on Sundays and other holidays.
Contractor shall indemnify the Centre against any possible damage to the building, roads , or members of the public in course of execution of the work.
Contractor shall provide necessary temporary enclosures, gates, entrances etc for protection of the work and materials and for altering and adopting the same as may be required and removing on completion of the works and making good all disturbed works.
- xx) **Materials, Workmanship and Samples:** All the works specified and provided for in the specifications shall be executed in the best and most workmanlike manner with materials of the best and approved quality.
Materials conform to the relevant I S. Standards or as specified in the specifications shall be supplied by the contractor for the execution of work at his own cost as directed by the Centre. The necessary charges for transporting etc, shall have to be borne by the contractor. No extra payment on this account should in any case be entertained. The contractor shall provide all assistance, instruments, machine labour and materials for examining measuring and testing of work and the quality, weight or quantity of any materials used and supply



samples before incorporation in the work as may be selected and required by the Centre. All materials should be carried out as per latest I.S. specifications as advised by the Centre.

All materials (except where otherwise described) stores and equipment required for the full performance of the work under the contract must be provided through normal channels and must include charge for import duties, sales tax, octroi and other charges and must be the best of their kind available and the contractor/s must be entirely responsible for the proper and efficient carrying out of the work. The work must be done in the best workmanlike manner. Samples of all materials to be used must be submitted to the Centre when so directed, by the Centre and written approval from Centre must be obtained prior to placement of order.

During the inclement weather the contractor shall suspend concreting, plastering and like for such time as the Centre may direct and shall protect from injury all work when in course of execution. Any damage (during constructions) to any part of the work for any reason due to rain, storm, or neglect of contractor shall be rectified by the contractor in an approved manner at no extra cost.

Should the work be suspended by reason of rain, strike, lock-outs or any other cause, the contractor shall take all precautions necessary for the protection of work and at his own expenses shall make good any damage arising from any of these causes.

The contractor shall cover up and protect from damage, from any cause, all new work and any other requisite protection for the execution of the work whether by himself or special tradesmen or nominated sub-contractor and, any damage caused must be made good by the contractor at his own expenses.

xxi) Variation / Deviation: The contractor on his own accord shall make no addition, omission or variation without authorisation of the Engineer-in-charge of Centre.

The rates for additional, altered, substituted work shall be arrived at in accordance with the following rules:

- i) The net rates of prices in the contract schedule shall determine the valuation of (the rates for) the extra work (items) where such extra work is of similar character and is executed under similar conditions as the work priced therein.
- ii) If the rates for the extra, altered or substituted (deviated) work are not provided for (available) in the contract schedule, they shall to the extent possible be derived out of rate given in that schedule for similar or near similar items the purpose of such deviation, where necessary and when so directed, the contractor shall furnish detailed analysis for the said similar or near similar items in the contract schedule. For such portions of the analysis for the extra, altered or substituted (deviated) work for which prices cannot be abstracted from the corresponding analysis of rates for the said similar or near similar items in the contract schedule, market rates substantiated by purchase bills/vouchers dependable printed price schedules of building materials of different types shall be adopted, using factors and constants for quantum of material, labour T & P and sundries from standard analysis of rates adopted by the National Building Organisation, Ministry of Works & Housing, Govt of India in



preparation of D.S.R. 2014 and adding 15% towards profits and overheads. When called upon to do so the contractor shall submit the required purchase bill/vouchers.

iii) In the case of additional, altered or substituted (deviated) work for which rates cannot be reasonably be derived as at (i) and (ii) above, the rates shall be worked out adopting market prices, substantiated by purchase bill/vouchers, using factors and constants for quantum of materials, labour, T & P and sundries from standard analysis of rates adopted by the Delhi Schedule of Rates, 2007 and addition 15% towards profit and overheads. When called upon to do so the contractor shall submit his purchase bills/vouchers to the architects and employer.

iv) The tender rates will hold good for any increase or decrease in the tender quantities up to a variation of 25% except in the case of item below plinth level where the variation will be up to 100% For variation beyond the above limit, rates for the respective items for quantity beyond the limits mentioned above may be worked out on market rates.

v) The question as to what particular items, being similar or near similar to the additional, altered or substituted (deviated) work in the contract schedule to be adopted for deviation of rates for the additional, altered or substituted (deviated) work and whether the said rates cannot be derived from similar or near similar items in the contract schedule will be decided by the Employer.

vi) In case, the contractor is required to submit the analysis of rates adopting the principles enunciated above and the Centre, after scrutinizing the analysis and other papers furnished will allow such rates as he considers reasonable.

vii) Where extra work is of such a nature that it cannot be properly measured valued the contractor shall be allowed day work priced at the net rates stated the tender or the priced schedule of quantities or if not so stated then in accordance with the minimum local day work rates and wage for the district notified by the concerned authority.

xxii) Action when whole of Security Deposit is forfeited: After recession of the contract the Security Deposit of the Contractor shall stand forfeited and be absolutely at the disposal of the Centre.

To measure up the work of the contractor, and to take such part thereof as shall be unexecuted, out of his hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor.

xxiii) Force Majeure: Contractor shall not be considered in default in delay in work occurs due to causes beyond his control such as acts of God, natural calamities, civil wars, fire, strike, frost, floods, riot and acts of unsurpassed power. Only those causes which have duration of more than seven (7) days shall be considered cause of force majeure. A notification to this effect duly certified by the statutory authorities shall be given by the contractor to the Centre within 10 days from the date of such Force Majeure condition by registered letter. In the event of delay due to such causes, the work schedule/completion time will be extended for a length of



time equal to the period of force majeure or at the option of the Centre the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of the Centre. In the event of such cancellation, the contractor shall refund any amount advanced or paid to them, by the Centre and deliver back any materials issued to them by the Centre and release facilities, if any, provided by the Centre.

The bidder will be solely responsible for any fatal / non fatal accident which occurs to their person during execution of work.

- xxiv) **Validity of Quotation:** The quotationer shall note that his quotation shall remain valid for a period of 90 days from the date of opening of quotation.
- xxv) **Royalties & Patents:** The quotationer shall pay all royalties & license fees. He shall defend all suits or claims for infringement of any patents rights and shall save the owner harmless from loss on account thereof.
- xxvi) **Schedule for Completion of Work:** The quotationer shall submit a time & progress chart within 15 (fifteen) days from the date of issue of work order.
- xxvii) **Labour & Payment of Wages to labour:** No labour below the age of 18 (eighteen) years shall be employed on the work. The quotationer shall pay to labour employed by him wages not less than fair wages as per provision of the Contract Labour Act, 1970 & 1971 whichever is applicable.
- xxviii) **Time of Completion:** The entire work is to be completed in all respect within the stipulated period (45 days). Time is the essence of Contract and shall be strictly observed. The work shall be commenced within 14 (fourteen) days from the date of acceptance of letter.
- xxix) **Suspension:** If the quotationer fails to start the work within 7 (Seven) days after such notice, the owner may proceed to operate the clause of Termination of Contract.
- xxx) **Termination of Contract:** If the quotationer goes into liquidation or becomes insolvent or shall use improper materials or shall fails to proceed the progress of work to the satisfaction of the owner shall abandon/terminate the Contract.
- xxxi) **Water Supply, Power & Land for Contractor's use:** If it is found that the quotationer is using the Centre's water, Water Charges shall be recovered from the quotationer @ 3% (three percent) on gross amount of work done. The quotationer shall at his own cost arrange for necessary power for construction & lighting for the entire period of Contract. For the purpose of construction the quotationer may establish Site Office, Godowns etc. with the permission of the owner.
- xxxii) **List of materials- Approved Brand or Manufacturer:** a) Cement of make Lafarge/Ambuja/ACC or any brand approved by the authority, b) Steel of make SAIL, TATA/RINL c) Paints- Asian Paints/ICI, d) Tiles- Johnsons /Kajaria etc.
- xxxiii) Cost of electricity will be recovered from the Contractor's bill if the same is used by the contractor.
- xxxiv) **Liquidated damage:** If the contractor fails to complete the work within the stipulated period, the contractor shall pay as Liquidated damage to the owner at the rate of 0.5% of the balance value of incomplete work as mentioned in the work order, for every week of delay or part



thereof provided always that the amount of such compensation shall not exceed 10% of the contract price.

xxxv) Declaration: I/We have inspected the site of works and have made me/us fully acquainted with the local conditions in and around the sites of works. I/We hereby declare that (A) I/We have gone through the conditions laid down in the General Conditions of Quotation, along with a) Interpretation, b) Scope of Work and c) Terms and Conditions. (B) Technical Specifications, items of work and understood the same. I/we on the basis of the same, quoted our rates in the schedule of quantities attached with the quotation documents. (C) I/We shall also uniformly maintain such progress with the work, as may be directed by the Centre to ensure completion of same within the target date as mentioned in the quotation document.

Signature of Tenderer

Address : _____

Date :

Seal of the Firm/Company:

