



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

SNB/ENG/NIQ/17-18/02/207

Date: 19.05.2017

NOTICE INVITING TENDER

To

Dear Sir,

1. Sealed tenders are hereby invited for the under mentioned work:
Name of the Work: **Area Development of the Campus by Utilizing of Existing Available Earth.**
2. **Completion period:** Completion period of the above work is Four (04) months from the date of issuing letter of award.
3. You are requested to quote your competitive and justified rate and price (inclusive of all applicable taxes) as per the schedule attached and submit the same in a sealed cover addressed to the undersigned so as to reach on or before 5 p.m. on 2nd June, 2017. The quoted rate/price shall remain valid for 90 days from the due date of opening of quotation.
4. Please note that the Centre reserves the right to reject any or all tenders without assigning any reason thereof.

Shohini Majumdar
19.5.17
Shohini Majumdar
Registrar

Encl.: 1) Interpretation,
2) Terms & Conditions including Annexure A & B,
3) Schedule of Quantities

Copy to:
Director
DR (Finance)
DR (Admin.)
CR
Notice Board

ब्लॉक - जे.डी. सेक्टर - III, सॉल्ट लेक, कोलकाता - 700 098, Block - JD, Sector - III, Salt Lake, Kolkata - 700 098

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>

भारत सरकार के विज्ञान एवं प्रौद्योगिकी विभाग के अंतर्गत एक स्वायत्त संस्थान

AN AUTONOMOUS INSTITUTE UNDER DEPARTMENT OF SCIENCE & TECHNOLOGY, GOVERNMENT OF INDIA

A. Interpretation

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

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 authorized on their behalf.

Site Engineer: The term Site Engineer shall mean the person/s appointed and paid by the Centre to superintendent the work.

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.

Site: The site shall mean the site where the works are to be executed in the campus.

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.

The Work: The Work shall mean the work or works to be executed under this contract.

The Schedule of Quantities: The Schedule of Quantities' shall mean the schedule of quantities as specified and forming part of this contract.

Price Schedule of Quantities shall mean the schedule of quantities duly priced with the accepted quoted rates of the contractor.

The **Bid/Tender/Quotation** shall mean the proposal /offer along with the supporting documents, submitted by the bidder for consideration by the Centre.

The **Bid/Tender/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.

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.

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.

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.



B. TERMS AND CONDITIONS**1. Earnest Money :**

Earnest Money Deposit (EMD) of **Rs. 4700.00** (Rupees Four Thousand Seven Hundred only) is required to be submitted in Demand Draft/ Bankers Cheque by the tenderer with the quotation. The Demand Draft/Bankers Cheque must be issued in favour of "S. N. Bose National Centre for Basic Sciences, Salt Lake, Sector-III, Block-JD, kolkata-700106". EMD deposited by the unsuccessful tenderer 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 deducted from the running account bills. Under any circumstances, SNBNCBS will not be liable to pay any interest on the EMD.

2. Security Deposit:

The Security Deposit shall be deducted from the Running Account Bills at 10% of the certified bill value. The EMD shall form part of the Security Deposit.

3. Refund of Security Deposit :

The Security Deposit may be refunded after the expiry of the defect liability period 03 (three) months provided the Contractor has satisfactorily carried out all work and attended to all defects in accordance with the conditions of the work.

4. Working Hours:

Working hours on all working days (between and including Mondays and Fridays) of the week shall be from 8:00 a.m. to 6:00 p.m. In case the contractor is required to work on holidays, prior permission in writing has to be obtained by the contractor. But the contractor has to plan his program without considering such exceptions.

5. Cancellation of Work:

The Centre reserves the right to cancel the work order at any point of time without assigning any reason thereof.

6. Payment:

- i. Payment will be made after satisfactory execution of the work and after verification/certification of bill by the Engineering Section of the Centre, subject to recording of pre-level and post-level taken jointly by the contractor as well as the Centre in the level book.
- ii. The contractor has to provide Auto-level machine and all other accessories as well as competent manpower to take pre-level and post-level measurements and also submit drawing sheets indicating the plotting in the drawing sheets corresponding to the level book to be issued by the Centre.
- iii. The contractor has to submit bills (R.A or Final) in duplicate in measurement sheets and abstract as per the prescribed format enclosed (**Annexure A & B**) which, after verification, will be sent to the accounts department for payment. Copy of the payment certificate and the measurement sheet may be collected by the contractor, if desired, for his records.

7. 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.

8. Income Tax/ Sales Tax on Works Contract:

The Statutory deduction of income tax / sales Tax as applicable on works contract will be deducted from all interim and final payment made to the contractor.



9. Taxes and Duties:

The quoted price should be inclusive of all taxes, duties, cess etc.

10. Brief Specification:

The work shall be carried out as per schedule of items of work, CPWD specification and direction of the Engineer-in-Charge.

11. Superintendence of Supervision:

The Contractor shall provide all necessary supervision during the execution of the work and this obligation and liability will continue (a) till completion of the work and (b) thereafter till expiry of defects liability period i.e. 03 (three) 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.

12. 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.

13. Tenderer shall visit the site:

Intending bidder shall visit the site and make himself/herself thoroughly acquainted with the local site condition, nature and requirements of the works, facilities of transport condition, effective labors 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 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.

14. 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.

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, labor 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.

15. 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, labor, sales tax, octroi, etc.

16. 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 under letting 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.

17. 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.

18. 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 Indian 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.

19. Variation / Deviation:

The contractor on his own accord shall make no addition, omission or variation without authorization.

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, labor T & P and sundries from standard analysis of rates adopted by the National Building Organization, Ministry of Works & Housing, Govt. of India in preparation of latest D.S.R. or on market rate analysis adding 15% towards profits and overheads for items not available in the DSR. 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) with 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, labor, T & P and sundries from standard analysis of rates adopted by the Delhi Schedule of Rates, 2016 and addition 15% towards profit and overheads. When called upon to do so the contractor shall submit his purchase bills/vouchers to the the Centre.

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 for 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.

20. 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.

21. 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.

22. Validity of Quotation:

The tenderer shall note that his quotation shall remain open for consideration for a period of 90 days from the date of opening of quotation.

23. Schedule for Completion of Work:

The work should be completed within 03 (three) months (unless time extension is granted) from the date of handing over of site or 10 days of issuance of work order whichever is earlier.

24. Labour & Payment of Wages to labour:

No labour below the age of 18 (eighteen) years shall be employed on the work. The tenderer 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.

25. Suspension:

If the tenderer fails to start the work within 7 (Seven) days after issuance of the work order, the owner may proceed to operate the clause of Termination of Contract.

26. Termination of Contract:

If the tenderer goes into liquidation or shall use improper materials or shall fails to proceed the progress of work to the satisfaction of the Engineer-in-Charge, the Centre shall have right to terminate the Contract.

27. Compensation for Delay:

If the contractor fails to maintain the required progress in terms of clause 23 or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Centre on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the authority specified (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day/month (as applicable) that the progress remains below or the work remains incomplete.

This will also apply to items or group of items for which a separate period of completion has been specified.

Compensation
for delay of work

@ 1.5% per month of delay
to be computed on per day basis



Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Tendered Value of work or the Tendered Value of the Item or group of items of work for which a separate period of completion is originally given.

The amount of compensation may be adjusted or set-off against any sum payable to the contractor under this or any other contract with the centre.

28. Arbitration:

All disputes or differences of any kind whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof of this contract or the rights touching or concerning the works or the execution of maintenance thereof of this contract or the construction remaining operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after determination foreclosure or branch of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice by either party to the contract to the other of them and to the Employer hereinafter mentioned be referred for adjudication to a sole Arbitrator.

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 of 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 as aforesaid, the provisions of the Arbitration and Conciliation Act 1996 and any statutory modification or re-enactment rules made hereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

29. Extension of Time:

The contractor, due to any delay in the work beyond the date of scheduled completion, shall have to apply before expiry of the scheduled time, for time extension of work up to a reasonable period by citing valid reasons/documents for such delay which the Centre may, at its discretion grant with or without LD depending on the correctness of the constraints/hindrance. The decision of the Centre in this regard shall be final and binding on the contractor.

30. Declaration:

I/We have inspected the site of works and have made me/us fully acquainted with 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: _____



C. Price Schedule of Quantities

Area Development of the Campus by Utilizing of Existing Available Earth.
 NIQ Ref.- SNB/ENG/NIQ/17-18/02/207 dated 19.05.2017

Sl. No	DESCRIPTION OF ITEMS	UNIT	Quantity	RATE Rs.	AMOUNT Rs.
1	Taking out from existing stack the good and usable earth and Filling the low areas and rock in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, manually or mechanically, consolidating each deposited layer by ramming and watering, lead up to 150m and lift up to 1.5m.	Cum	350.00		
2.	Demolishing cement concrete manually/by mechanical means including disposal of material within 50m lead as per direction of Engineer-in-Charge. 1:3:6 or richer mix	Cum	90.00		
3.	Earth work in excavation by mechanical means (hydraulic excavator)/manual means including disposal of excavated earth as directed at disposal area (out side of the Centre premises) all kinds of soil.	Cum	550.00		
4.	Hire charges for hydraulic excavator including fuel and operator charges all expenses.	Hour	24.00		
5	Hire charges for Auto-level machine (in good working condition) and other accessories i.e. tape, rope, ranging rods, stuff, pegs, nails etc. including required manpower for taking measurements of pre-level and post-level works and also charges for preparation of drawing sheets.	Lump sum	-		
	Total				

In words:

Signature with date of Tenderer
 Address:
 Office Seal:

1. Rate shall be inclusive of all applicable taxes.
2. Rate shall remain firm and fixed during the contract period including extended period.
3. Quoted rate shall be valid for 90 days from the date of opening.

