



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/16-17/18/ 1139

Date: 17.01.2017

NOTICE INVITING QUOTATION

To

Dear Sir,

1. Sealed quotations are hereby invited for the under mentioned work:

Name of the work: Protective Coating on Steel Structures in Krishnachura Hostel and Other Locations, SNBNCBS.

2. **Completion period:** Completion period of the above work is three (03) 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 31 January, 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 quotations without assigning any reason thereof.

Shojumdar
16.1.17
Shohini Majumdar
Registrar

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

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

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

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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 agreement, 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-700098 or any of its employees /representatives authorised on their behalf.

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

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. 2600.00** (Rupees Two Thousand Six Hundred only) is required to be submitted in Demand Draft/ Bankers Cheque by the quotationer 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 quotationer 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 quotationer 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 within the expiry of the defect liability period (Six months) provided the Contractor has satisfactorily carried out all work and attended to all defects in accordance with the conditions of the work.

4. Liquidated damage :

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, against the balance work value that remains un-commenced or unfinished after the expiry of the completion date.

For contracts having stipulated time of completion not exceeding 6 (six months):

The Contractor should pay compensation for delay of work @ 1.5 % per month of delay to be computed on per day basis which shall not exceed 10 % of the balance un-commenced or unfinished work value.

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

6. 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 of the owner, 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.

7. **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.
8. **Cancellation of Work:**
The Centre reserves the right to cancel the work order at any point of time without assigning any reason thereof.
9. **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.
 - ii. 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.
10. **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.
11. **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.
12. **Brief Specification:**
The work shall be carried out as per schedule of items of work, CPWD specification and direction of the Engineer-in-charge.
13. **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. 06 (six) 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.
14. **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.



15. Quotationer shall visit the site:

Intending quotation 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.

16. 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, 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.

17. 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 06 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.

18. 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.



19. 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.

20. 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.

21. 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.

22. 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 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) 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, 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 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.

23. 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.

24. 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.

- 25. Validity of Quotation:**
The quotationer shall note that his quotation shall remain open for consideration for a period of 90 days from the date of opening of quotation.
- 26. 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.
- 27. Schedule for Completion of Work:**
The quotationer shall submit a work program before commencement of work and progress chart within three (03) months from the date of commencement of work.
- 28. 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.
- 29. 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.
- 30. Termination of Contract:**
If the quotationer goes into liquidation 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.
- 31. 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.
- 32. List of materials- Approved Brand or Manufacturer:**
Cement of make Lafarge/Ultratech/ACC or any brand approved by the authority, b) Steel of make SAIL, TATA/RINL, c) Paint of make Asian Paints/ICI/Burger.
- 33. 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.
- 34. 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:



MEASUREMENT SHEET

Name of the Job:

Work Order No and Date:

Name of Agency:

Date of Commencement:

Date of completion:

Measurement taken up to:

Bill No..... RA/Final Bill:

Measurement Sheet Page Ref :

Item No	Particulars	Unit	Details of actual measurement				Quantity	Remarks
			No	L	B	H		

The measurement recorded above are accepted with full satisfaction

Stamped signature of the contractor

Measurement certified By

Measurement countersigned by



Designation:

Designation:

C. Price Schedule of Quantities

Protective Coating on Steel Structures in Krishnachura Hostel and Other Locations,
SNBNCBS.

NIQ Ref.- SNB/ENG/NIQ/16-17/18/ 1139

Date: 17.01.2017

Sl. No	DESCRIPTION OF ITEMS	UNIT	Quantity	RATE Rs.	AMOUNT Rs.
1	Removing dry or oil bound distemper, enamel paint and like by scrapping, sand papering and preparation of surface smooth etc. complete.	Sqm	976.980		
2.	Applying single priming coat with ready mixed red oxide zinc chromate primer of approved brand and manufacturer on steel galvanized iron/steel works.	Sqm	976.980		
3.	Painting with double coat synthetic enamel paint of approved brand and manufacturer to give an even shade on steel galvanized iron/steel works.	Sqm	976.980		
4.	Finishing walls with Acrylic Smooth Exterior Paint of required shade - New work (two or more coat applied @ 1.67 Lt/10sq.m over and including base coat of water proofing cement paint applied @ 2.20 kg/10sq.m)	Sqm	48.000		
	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.
3. Quoted rate shall be valid for 90 days from the date of opening.

