



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

SNB/ENGG/NIQ/04/Valve/21-22/712

Date: 16.12.2021

**NOTICE INVITING QUOTATION**

**Name of the Work: Replacing of 200mm Dia Sluice Valve Near Pump House and 75mm dia Sluice Valve Near Car Parking Area in place of Damaged Valves, SNBNCBS**

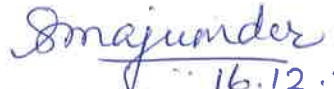
The Centre is pleased to enclose herewith a copy of schedule of item along with terms & conditions in connection with the above mentioned work and in case you are interested in the job, you may quote your competitive and justified rate both in figure as well as in words as per the schedule attached and 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 within 5.00pm, on **31<sup>st</sup> December, 2021** positively.

**Completion Period:** Completion period of the above work is 1 (one) month including holidays from 15 days of issuance of work order or from the first date of handing over of the site whichever is earlier. The quoted rate/price shall remain valid for 120 days from the due date of submission of quotation.

Please note that the Centre reserves the right to reject any or all tenders without assigning any reason thereof.

Interested agencies may download quotation documents from the Centre's Official website <http://newweb.bose.res.in/InfoAnnouncements/Tender.jsp> and submit the same within the stipulated date.

Yours sincerely,

  
16.12.2021  
Shohini Majumdar  
Registrar

**Enclosure: General Conditions of Contract & Bill of Quantity.**

CC:

1. Director
2. DR (F)
3. DR (Admin.)
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

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

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

### Interpretation

In construing these conditions, the specifications, the Bill 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 superintendent the work.
- iii) **The Contractor/Agency/Vendor:** The Contractor/Agency/Vendor 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 Bill 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/approved 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 Bill of Quantities (BOQ):** The Bill of Quantities' shall mean the schedule of quantities as specified and forming part of this contract.
- viii) **"Price Schedule of Quantities"** shall mean the Bill 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/Tender 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 Work Order** shall mean an official document from the Centre to successful bidder to the effect that his/their BID has been accepted by the Centre and the contractor is informed to commence the work after handing over the site by the Centre.
- xii) **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.
- xiii) **Tender value** means the value of the entire work as stipulated in the letter of acceptance / award.
- 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.
- xv) **Engineer in-Charge:** The technical representative as appointed by the Centre, being in charge of the work from the Engineering Section of the Centre.



## TERMS AND CONDITIONS

1. **Scope of Work:** The work consists of replacing of sluice valves in place of damaged valves near pump house including earth cutting, earth filling, joining of pipes and valves junction leak free and making good of any damages occurred during execution etc. complete the job in all respect for fit to use.
2. **Earnest Money:**

No EMD is required to be furnished. Instead Bid Security Declaration is required to be submitted in lieu of EMD.
3. **Security Deposit:**

The Security Deposit for the work shall be 3% of the contract value (including GST) of the work. The rate of recovery shall be @ 5% of the gross bill value from the Running Account Bills/Final Bill including GST till the full security deposit is recovered.
4. **Price:**

The price quoted by the party will include the cost of all the materials, labour, transportation, handling, overhead and all other taxes excluding GST which will be paid extra as per prevailing statutory provision.
5. **Refund of Security Deposit:**

The Security Deposit may be refunded without any interest after the expiry of the **defect liability period of 12 months** from the date of actual completion of work provided that the Contractor has satisfactorily carried out all work and attended to all defects in accordance with the conditions of the work during the Defect liability period and no complaint has remained pending.
6. **Working Hours:**

Normal working hours shall be from 7:00 a.m. to 6:00 p.m. on workdays. However, the agency may be allowed, against prayer of the agency, to work for additional hours and/or on holidays depending on the urgency of the work.
7. **Cancellation of Work:**

The Centre reserved its right to cancel the work order or to terminate the contract at any time after giving due notice without assigning any reason thereof. The contractor will not be entitled to claim any compensation against such cancellation of work order or termination. However, while terminating the contract, if any payment is due to the contractor for the work already performed in terms of the contract, these would be paid after certification of the bill by the concerned department as per the contract terms.
8. **Payment:**
  - a) On completion of the work to a reasonable extent, the contractor may submit Running bills as per the Bill format enclosed as annexure B (Measurement Sheet) and C (Abstract) in duplicate which, after due verification of the measurements and being jointly signed by the representative of the contractor and the EIC. The bill will be forwarded to the accounts section for processing of payment.
  - b) The contractor is advised to provide the details of his Bank account to which the payment will be directly credited. A copy of the certified bill will be provided to the contractor for record.
  - c) The payment made against any Running bill shall be considered as advance which will be adjusted against the subsequent and final bills. By getting payment against any item shall not relieve the Contractor from his overall contractual obligations for the entire contract as a whole and defect liability period will be counted after satisfactory completion of the work as recorded by the EIC.





**9. Clearing site on Completion:**

On completion of each quarter of the work, the contractor shall clear away and remove, from the site, all constructional plant, surplus materials and rubbish to the satisfaction of the Centre.

**10. Statutory deduction under Income Tax:**

The Statutory deduction of Income Tax, Labour Welfare Cess (if applicable), GST-TDS etc. as applicable shall be made from all interim and final payments as per Income Tax Act & Rules and GST Act & Rules and as per other Government rules. The rate of GST mentioned in the BOQ is as per present rule. In case of any variation (+/-) as per statutory notification, the same will be payable consistent with the prevailing statutory provision.

**11. Brief Specification:**

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

**12. 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.

**13. 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.

**14. Tenderer 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.

**15. Contractor to provide everything necessary:**

The Contractor shall provide everything necessary for the proper execution of the work according to the intent and as per instruction of EIC and making sure that the day to day working of the Centre is not hampered.

**16. 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 1 (one) year after satisfactory completion of the work.

**17. 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, tax, octroi, etc.

**18. Validity of Quotation:**

The contractor shall note that his quotation shall remain open for consideration for a period of 120 days from the date of opening of quotation.



**19. Labour & Payment of Wages to Labour:**

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

**20. Completion of Time:**

Completion period of the above work is 1 (one) month including holidays from 15 days of issuance of work order or from the first date of handing over of the site whichever is earlier.

**21. 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.

**22. Compensation for Delay:**

If the contractor fails to maintain the required progress or to complete the work and clear the site as per the terms of the work order/agreement within the stipulated date of completion or the extended date of completion, the contractor shall without prejudice to any other right or remedy available under the law on account of such breach, pay as agreed compensation the amount at the rates stipulated below as the Authority may decide (whose decision in writing shall be final and binding) on the amount of tender value of the work for every complete day/month (as applicable) that the progress remains below that specified in any clauses or that the works remain incomplete.

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

- |                                      |   |
|--------------------------------------|---|
| i) Compensation<br>for delay of work | @1.5% per month of delay<br>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 Tender Value of work or of the Tender value of the item or group of items of work for which a separate period of completion is 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. In case, the contractor does not achieve a particular approved milestone, or the re-scheduled milestone(s) in terms of any referred Clause, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of Extension of Time. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

**23. 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 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.

#### **24. 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/hindrances. The decision of the Centre in this regard shall be final and binding on the contractor.

#### **25. 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, 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. 2016 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, 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.

#### **26. Action when whole of Security Deposit is forfeited:**

If the agency fails to fulfill the contractual obligations in respect of quality, quantity, time and conduct in spite of several notices, the contract shall be liable for termination and the Security Deposit of the Contractor shall stand forfeited and be absolutely at the disposal of the Centre.



The Centre reserves the right to get the balance work executed by another agency of its choice after measuring the completed work of the Contractor, in which case any expenses which may be incurred in excess of the contract value, shall be at the risk and cost of the defaulting original contractor.

**27. 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.

**28. Safety:**

a) The contractor shall maintain all the safety security of men and materials and properties of the Centre as per provision relevant IS safety code.

b) The contractor and his all workmen should follow all COVID-19 norms including wearing mask, maintaining social distancing etc. as per orders from the Govt. from time to time. They are also required to get vaccinated against COVID-19 pandemic for seeking entry in the campus.

**29. New Entrant:**

The agencies who have not done any work satisfactorily in the Centre in the past 5 years or not registered, may be asked to submit documents in support of their credentials in support of their past experience in any Govt. dept/PSU, Local or Statutory Body or a highly reputed private organization and failure to submit such satisfactory document might debar the agency's bid from opening.

**30. 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.

(d) I/we understand that The Centre may summon the bidders for the verification of original documents during any time before and after issuance of work order and if the document is found to be false, fabricated or forged, strict action will be taken against me/us by cancellation of tender/work order and forfeiture of EMD and I/we will be debarred from participation in all future tenders.



Signature of Tenderer

Address: \_\_\_\_\_

Date: \_\_\_\_\_

**Bid Security Declaration**

I/We, M/s \_\_\_\_\_ am/are aware that I/We have been exempted from submission of Bid Security/Earnest Money Deposit in lieu of this Bid Security Declaration. I/We understand and accept that if I/We withdraw my/our bid within bid validity period or if awarded the tender and on being called upon to submit the Performance Guarantee/Performance Security fail to submit the same within the stipulated time period mentioned in tender documents or on being called upon to sign the contract agreement fail to sign the same within stipulated period mentioned in tender documents,

I/We i.e., the bidder shall be banned from submission of bids in any Works / Service Tender issued by the Centre for a period of 3 years from the date of such banning.

Signature of Tenderer

Address: \_\_\_\_\_  
\_\_\_\_\_

Date:

Seal of the Firm/Company





**MEASUREMENT SHEET**

Name of the Job :

Contract No and Date:

Name of Agency:

Date of Commencement

Date of completion:

Measurement taken upto :

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

Measurement certified By



Stamped signature of the contractor

Measurement countersigned by

Designation:

Designation:



**Bill of Quantity**

Sl. No.	DESCRIPTION OF ITEMS	UNIT	QUANTITY	RATE (Rs.)	AMOUNT (Rs.)
1	Earth work in excavation by mechanical/manual means including disposal of excavated earth lead up to 50m and lift up to 1.5m, disposed earth to be leveled neatly.	Cum	14.40		
2	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundation etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50m and lift up to 1.5.	Cum	14.40		
3	Dismantling C.I. pipes and taking out the pipes, manually/ by mechanical means breaking lead caulked joints, melting of lead and making into blocks including stacking of pipes & lead at site within 200 metre lead as per direction of Engineer-in-Charge: Above 150mm dia up to 300 mm diameter	M	6.00		
4	Dismantling of C.I. sluice valve including stacking of useful materials within a lead of 50 metres				
	i) Up to 150 mm diameter	Each	1.00		
	ii) Above 150 mm diameter	Each	1.00		
5	Supplying and installation of new 200mm dia C.I Sluice valve (IS:780, PN-I) including loading, unloading, transportation etc. all complete.	Each	1.00		
6	Supplying and installation of new 75mm dia C.I Sluice valve (IS:180) including loading, unloading, transportation etc. all complete.	Each	1.00		
7	Supplying of rubber gasket	Kg.	3.00		
8	Supplying of MS nut-bolts, washers,	Kg.	20.00		
9	Supplying and fixing of mechanical joint for 3" dia pipe including loading, unloading, transportation etc. all complete	Each	1.00		
	<b>Total</b>				
	<b>Add GST @ 12%</b>				
	<b>Grand Total</b>				

In words: Rupees

Note:

1. The quoted price is inclusive of all taxes.
2. The quoted price shall remain firm during the contract period and any extension thereof.



Signature of Tenderer with seal