



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

SNB/ENGG/NIQ/06/CRDS Lab and Protein Lab/21-22/763

Date: 12.01.2022

NOTICE INVITING QUOTATION

Name of the Work: Repairing of furniture at CRDS Lab and Protein Lab at 2nd floor of Main Building.

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 27th January, 2022 positively.

Completion Period: Completion period of the above work is 30 (Thirty) days from the date of handing over of site. 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,

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 repairing of Furniture including dismantling of old lamination from the furniture and fixing the new lamination with approved make glue etc. and polishing at the required places. Some fittings are required to be changes with new one.

2. Earnest Money:

Based on the office memo no-F9/4/2020-PPD dated 12.11.2020 from Ministry of Finance, Govt. of India, no Earnest Money Deposit (EMD) is required to be submitted but the bid security declaration enclosed herewith should be filled up by the agency.

3. Security Deposit:

Based on the office memo no-F9/4/2020-PPD dated 12.11.2020 from Ministry of Finance, Govt. of India, the Security Deposit shall be deducted from the Running Account/Final Bills at 3% of the certified bill value including GST component. The Centre will not be liable to pay any interest on the SD.

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 after the expiry of the defect liability period of 1 (one) year subject to the condition that the Contractor has satisfactory carried out all works and attended to all defects in accordance with the conditions of the work during the defect liability period.

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:

Payment will be made after satisfactory execution of the work and after verification/ certification of bill by the Engineering Section of the Centre. Efforts would be made to release of the bill within 21 days from submission of clear and mistake-free bills.

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:

The entire work is to be completed in all respect within the time stipulated in the NIQ. Time is the essence of Contract and shall be strictly observed. The work should be completed within 30(Thirty) Days (unless time extension is granted) from the date of handing over of site.

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 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 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.



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:

The Contractor shall maintain all the safety security of men and materials and properties of the Centre as per provision relevant IS safety code. 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 Securing Declaration Form

Date: _____ Tender No. _____

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: _____ (insert signature of person whose name and capacity are shown)
in the capacity of _____ (insert legal capacity of person signing the Bid Securing Declaration)

Name: _____ (insert complete name of person signing he Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of _____ (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of joint Venture, the Bid Securing Declarations must be in the name of all partners to the joint Venture that submits the bid)

