



SATYENDRA NATH BOSE NATIONAL CENTRE FOR BASIC SCIENCES

[Funded by the Department of Science & Technology, Government of India]

BLOCK JD, SECTOR III, SALT LAKE, KOLKATA- 700 106

PHONE: +91-(0) 33-2335 5706-08, 2335 3057/61, 2335 0312/1313

FAX: +91-(0) 33-2335 3477/1364

EMAIL: sujit@bose.res.in

Ref. SNB/ENGG/NIT/2017-18/09

Dated: 22.11.2017

E-Tender is hereby invited for the following work in two parts (Technical and Price Bids) through E-Tender mode available at <http://eprocure.gov.in/eprocure/app> or click at SNBNCBS@CPPP with <http://newweb.bose.res.in/InfoAnnouncements/Tender.jsp>

Sl. No.	Name of Work
01	Supply, Installation, Testing and Commissioning of Air-Conditioners in the Dinning Halls for the newly Constructed Integrated Hostel Building and Transit Quarter Complex of SNBNCBS, Salt Lake, Kolkata

You are requested to visit <http://eprocure.gov.in/eprocure/app> or click at SNBNCBS@CPPP within www.bose.res.in to participate in the E-Tender.

For participation in E-Tendering process, one time registration is to be made in the Central Public Procurement Portal (CPPP), if not already registered.

Schedule of Dates for E-Tendering:

Sl. No.	Activity	Date & Time
01	Publication Date	22.11.2017 at 10:00 Hrs.
02	Document Download Start Date	22.11.2017 at 16:00 Hrs
03	Pre-bid Discussion	27.11.2017 at 15:00 Hrs.
04	Bid Submission Start Date	28.11.2017 at 15:00 Hrs
05	Bid Submission End Date	12.12.2017 at 17:00 Hrs.
06	Last Date of Physical Submission of EMD and hard copy of scanned document	14.12.2017 at 17:00 Hrs.
07	Technical Bid Opening Date	18.12.2017 at 15:00 Hrs.

Sd/-
Registrar

Abridged version of the above advertisement is published in the following newspapers on 22th November, 2017 (Wednesday):

1. THE TIMES OF INDIA (Kolkata Edition)
2. ANANDABAZAR PATRIKA (Bengali)
3. SANMARG (Hindi)



SATYENDRA NATH BOSE NATIONAL CENTRE FOR BASIC SCIENCES

[Funded by the Department of Science & Technology, Government of India]

BLOCK JD, SECTOR III, SALT LAKE, KOLKATA- 700 106

PHONE: +91-(0) 33-2335 5706-08, 2335 3057/61, 2335 0312/1313

FAX: +91-(0) 33-2335 3477/1364

EMAIL: sujit@bose.res.in

Ref: SNB/ENGG/NIT/2017-18/09

Date: 22.11.2017

Notice Inviting e-Tender

Name of Work: Supply, Installation, Testing and Commissioning of Air-Conditioners in the Dinning Halls for the newly Constructed Integrated Hostel Building and Transit Quarter Complex of SNBNCBS, Salt Lake, Kolkata.

1. E-tenders are invited under Two-bid system from bona-fide, resourceful and experienced contractor firms in prescribed format by the Registrar on behalf of SNBNCBS for "Supply, Installation, Testing and Commissioning of Air-Conditioners in the Dinning Halls for the newly Constructed Integrated Hostel Building and Transit Quarter Complex of SNBNCBS, Salt Lake, Kolkata." Firms satisfying the following criteria may apply in the format given at **Annexure-I** along with relevant documents and testimonials.
 - 1.1 Qualifying criteria:
 - i. Firms should have relevant experience of having successfully completed similar works in last five (05) years. Minimum single work order value should be Rupees 9 lakh or for two similar works value Rs 5.40 lakhs each or three similar works value 3.60 lakhs each.
 - ii. Firms should have working experience with CPWD / State PWD / MES / Railways / BSNL / Reputed Central or State PSUs /Autonomous Body.
 - iii. Average annual financial turnover during last 3 (three) years ending 31.03.2017 should be minimum of Rupees 25 Lakhs. Firms should furnish either audited or certified by a Chartered Accountant in support of above criterion.
2. The Firms are requested to visit <http://eprocure.gov.in/eprocure/app> or click at SNBNCBS@CPMP within www.bose.res.in to participate in the E-Tender. For participation in E-Tendering process, one time registration is to be made in the Central Public Procurement Portal (CPMP).
3. The last date of submission of tender is as per schedule in page-1.
4. Regarding Details about Date of submission and opening etc. refer NIT.
5. In the event of any difficulties while uploading the e-tender, the tenderer may contact the help desk number of NIC i.e; 1800111555 or any other valid number.

**Sd/-
Registrar**

Annexure-I

Pre-Qualification of Contractors for Supply, Installation, Testing and Commissioning of Air-Conditioners in the Dinning Halls for the newly Constructed Integrated Hostel Building and Transit Quarter Complex of SBNBCBS, Salt Lake, Kolkata.

Advertisement Ref

1. Name of the Firm :

2. Address :

3. Email :

4. Contact No. :

5. Contact Person :

6. PAN :Enclose Proof

7. GST Reg No. :Enclose Proof

8. Document checklist: (Strike out which is not applicable)

Attachment	Document	Submitted	
		Yes	No
A	List of relevant work executed during last five years indicating Executed / Order value. Completion Certificate for completed jobs and Work Order for ongoing job (if any) to be furnished in support as per criteria.	Yes	No
B	Valid Registration for Trade licence, PAN, GST, etc .	Yes	No
C	Certificate (either Audited or CA Certified) in support of last 3 years average annual turnover.	Yes	No

Note: Offer received without any of the relevant information / certificate / document asked in the above may not be considered. The Centre reserves the right to accept or reject offer of the tenderer. The Centre's decision shall be final and binding on the tenderer.

Signature by authorized signatory of the firm with Official Seal and Date

S. N. BOSE NATIONAL CENTRE FOR BASIC SCIENCES

Block JD, Sector III, Salt Lake, Kolkata -700 106.

E-Tenders are invited from bidder for the following work:

1. **Name of Work** : **Supply, Installation, Testing and Commissioning of Air-Conditioners in the Dinning Halls for the newly Constructed Integrated Hostel Building and Transit Quarter Complex of SNBNCBS, Salt Lake, Kolkata.**
2. **Time of Completion** : 45 Days (Forty Five Days)
3. **Estimated Cost in Rs.** : Rs.8,80,000.00
4. **Earnest Money Deposit** : Rs. 17600.00/- (Rupees Seventeen Thousand and Six Hundred only) in the form of Demand Draft in favour of "S. N. Bose National Centre for Basic Sciences", payable at Kolkata.
5. **Cost of tender documents** : NIL
7. **Last date and time of submission of tenders** : Soft copy as per schedule in page-1 & Hard copies and EMD as per schedule in page-1.
8. **Address of correspondence** : Registrar, S. N. Bose National Centre for Basic Sciences ,Block-JD, Sector-III, Salt Lake, Kolkata- 700 106.
9. **Date of Pre Bid Discussion** : As per schedule in page-1.
10. **Date and time of opening of Technical Bid** : As per schedule in page-1.
11. **Date & Time of Price Bid opening** : To be notified later.
12. **Hard Copy Submission** : Cover- I shall contain EMD and Cover-II shall contain all other documents which may be placed in the large envelope by super-scribing the name of work, Tender ref no, Contact details of the agency etc.
13. **Place of opening tenders** : At the reception of S N Bose National Centre for Basic Sciences, Block-JD, Sector-III, Salt Lake, Kolkata 700 106. (Not in Tender Box).

Note:

- I. The Centre reserves the right not to open the Technical Bid if sufficient numbers of valid offers are not received.
- II. The Centre will not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders received and to place order to one or more firms without assigning any/one reason thereof. The notification of award of contract will be made in writing to the successful tenderer by the Centre.
- III. All corrigendum / addendums/ extension etc, will be notified only through Centre's website as well as CPP Portal.
- IV. In case of any conflict in similar terms between Special Conditions of Contract and General Conditions of Contract, Special Conditions of Contract shall prevail.

**Sd/-
Registrar**

INSTRUCTIONS TO BIDDERS for E-tendering

Instructions/ Guidelines for electronic submission of the tenders are mentioned below for assisting the bidders to participate in e-Tendering.

1. Registration of bidder:

Any bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the e-Procurement system, through logging on to <http://eprocure.gov.in/eprocure/app>

2. Digital Signature certificate (DSC):

Each bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of bids.

3. The bidder can search and download NIT & Tender Documents electronically from the website mentioned in <http://eprocure.gov.in/eprocure/app> using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

4. Submission of Tenders:

a) General process of submission

Bid to be submitted online through the website <http://eprocure.gov.in/eprocure/app>. All the documents uploaded by the Tender Inviting Authority form an integral part of the contract. Tenderers are required to upload all the tender documents along with the other documents, as asked for in the tender, through the above website within the stipulated date and time as given in the Tender. Tenders are to be submitted in two folders - one is Technical Bid and the other is Financial Bid. The tenderer shall carefully go through the documents and prepare the required documents and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid for the following :-

- i) Certificates of Experience
- ii) Audited or CA certified statement in support of last three years' turn-over
- iii) Trade Licence
- iv) PAN
- v) GST Registration Certificate.
- vi) Electrical Licence as per DOE. (If Any)
- vii) Any other document the tenderer wishes to submit.

The bidder needs to download the Forms / Annexures, fill up the particulars in the designated Cell and upload the same in the designated location of Technical Bid. Bidder needs to download the BOQ, fill up the rates of items in the BOQ in the designated Cell and upload the same in the designated location of Financial Bid.

The documents uploaded shall be virus scanned and digitally signed using the Digital Signature Certificate (DSC). Tenderers should take note of all the addendum/corrigendum related to the tender and upload the latest documents as part of the tender.

5. Technical Bid:

The Technical Bid shall contain scanned copies and/or declarations in the following standardized formats in two covers (folders).

5.1 The **Statutory Cover** should contain the following documents:

Folder Name	Sn	Document Description
NIT	1	NIT Document
EMD	2	Scanned copy of Earnest Money Deposit (EMD) in the form of Demand Draft in favour of "S. N. Bose National Centre for Basic Sciences", payable at Kolkata.
Item Details along with Terms & conditions	3	Technical details of the offered item in compliance with the specification mentioned in the NIT along with bidders terms & conditions to be furnished on bidders letter head duly sealed and signed.
Annexure	4	Duly filled ANNEXURE-I in the prescribed format with seal & signature

5.2 **Non-Statutory Cover (My Documents)**

S/n	Category	Sub Category	Sub Category Description
01	Certificate Details	Bidders Address	Bidders Address Format Details
		Experience Certificate	Completion certificate from the clients with their contact number and address.
		Permanent Account Number	PAN & Trade License Certificate
		Company Registration Certificate	Registration Certificate Details
		GST	GST Registration Certificate
02	Financial Details	Bank details	Bank details of the beneficiary to be mentioned.
		Annual Turn Over certificates from CA	Firms should furnish either Audited or certified by a Chartered Accountant in support of the criterion.
		Audited / Certified Profit & Loss Account and Balance sheet details for last 3 years.	Average annual financial turnover during the last three (03) years ending 31.03.2017 should be minimum of Rupees 40 Lakhs.

6. Submission of original copies of documents of Earnest Money Deposit :

6.1 Place of submission: The original copy of the Demand Draft towards Earnest Money Deposit shall be submitted in the following office to the:

Registrar
S. N. Bose National Centre for Basic Sciences;
Block-JD, Sector-III; Salt Lake;
Kolkata – 700106.

NB: In case the original EMD is not received within due date, the technical bid of the concerned tenderer will not be opened.

6.2 Procedure for submission of Bids:

- a) **Technical Bid:** The Techno-commercial part has to be submitted in the Technical Bid Folder on CPP Portal enclosing all the documents as described in the clause no 5.1 & 5.2.
- b) **Price Bid:** The Price-bid has to be submitted in the Financial Bid Folder on CPP Portal only. **Hard copy of the price-bid must not be submitted in the envelope under any circumstances and this will make the offer liable for rejection.**

6.3 Time of submission of hard copies: The original DD of EMD along with hard copies of uploaded scanned documents shall be submitted in a sealed envelope in the office as stated above within the date and time as specified in the NIT. If the bidder fails to submit the EMD within the due date and time his tender will not be opened and his bid will stand rejected. The tender reference no. should be mentioned on top of the EMD envelope.

7. Opening and evaluation of tender:

7.1 Opening of Technical Bid

- i. Technical Bid will be opened by the Tender Inviting Authority or his authorised representative electronically from the website stated above, using their Digital Signature Certificate.
- ii. Technical Bid for those tenders whose original copies of DD towards EMD have been received will only be opened. Bid corresponding to which original copy of DD of EMD has not been received, will not be opened and will stand rejected.
- iii. Decrypted (transformed into biddable format) documents of the statutory and non-statutory Covers will be downloaded for the purpose of evaluation.

7.2 Techno-commercial Evaluation of Tender

- i) While evaluation, the Tender Inviting Authority or his authorised representative may summon of the tenderers and seek clarification / information or additional documents or original hard copy of any of the documents already submitted and if these cannot be produced within the stipulated timeframe, their proposals will be liable for rejection.
- ii) The list of tenderers, whose bids will be found technically eligible, will be uploaded in the web portals. Date of opening of financial bid will be intimated to the techno-commercially qualified tenderers.

7.3 Opening and evaluation of Financial Bid

- i. Financial Bid of the tenderers declared technically eligible, will be opened electronically by the Tender Inviting Authority from the web portal stated above on the prescribed date.
- ii. The encrypted copies will be decrypted and after opening of the Financial Bid the preliminary summary result containing inter-alia, name of bidders and the rates quoted by them will be uploaded.
- iii. The Tender Accepting Authority may ask any of the tenderers to submit analysis to justify the rate quoted by that tenderer.

SPECIAL CONDITION OF CONTRACT

Name of Work: Supply, Installation, Testing and Commissioning of Air-Conditioners in the Dining Halls for the newly Constructed Integrated Hostel Building and Transit Quarter Complex of SNBNCBS, Salt Lake, Kolkata..

1. **Scope of work:** SITC of 2 nos. of Ductable Air-Conditioners of 8.5 Tonnage capacity each for the big dining hall and 04 nos. of 2 Tonnage 5 –Star (Copper Coil) Split Air-conditioners for the small dining hall at the newly Constructed Integrated Hostel Building and Transit Quarter Complex of SNBNCBS, Salt Lake, Kolkata. The model and make of the items shall approved by the EIC.
2. **Location :** Integrated Hostel Building and Transit Quarter Complex.
3. **EMD :** 17600=00 (Rs Seventeen thousand and Six hundred only) to be adjusted with the Security deposit.
4. **Time of completion :** 45 days (including holidays)
5. **Taxes and duties:** The rates quoted by the contractor shall be inclusive of all taxes and duties as per rules. (However, Service tax will be paid extra, if applicable).
6. **Security Deposit :** The Security Deposit shall be deducted from the Running Account Bills/Final Bill at 10% of the certified bill value. The EMD shall form part of the Security Deposit.
7. **Refund of Security Deposit :** The Security Deposit may be refunded without any interest after the expiry of the **defect liability period (12 months)** provided the Contractor has satisfactorily carried out all work and attended to all defects in accordance with the conditions of the work.
8. **Payment :**
 - a) Earnest efforts will be made to release the payment within 21 days, if the same is found to be in order and does not need re-submission. Security deposit and IT shall be deducted from the bill as per contract.
 - 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. Preferred makes of materials to be used:
 - a) 2 Ton 5-Star Split AC: Carrier/Daikin/Mitsubishi Heavy Industries/O-General.
 - b) 8.5 Ton R-22 Ductable AC: Carrier/Daikin/Mitsubishi Heavy Industries/O-General.
 - c) Electrical Wire/ Cable: Havells/ Finolex/ Polycab.
 - d) GSS Ducting Sheet: As per IS 655.
 - e) Copper Pipe : IS Approved standard.

- f) Any other item to be used by the contractor will require prior approval from EIC.
- 10. Timing of working hours :** The contractor will be allowed to work generally on all working days of Centre between 9 AM to 5-30 PM. However, in case of exigencies, the contractor may be permitted to work beyond office hours or on holidays on prior and due permission from the Centre.
- 11. Accommodation for workmen :** No accommodation for the labours or any other representative of the contractor will be allowed inside the Campus.
- 12. Entry of contractor's labours and supervisors:** Being a protective zone, the entry to the centre will be allowed only against a valid Gate pass issued by the Security personnel at the Gate. However, the contractor is to make work-passes for his labours for daily work inside the Campus by depositing the valid ID and a photograph of his workmen and representatives. No workmen under the age of 18 will be allowed to work inside the Campus.
- 13. No-Smoking Zone :** The contractor is to note that the entire Campus of the Centre is Tobacco-free zone and in case of any labours or representative is found to violating the rules, the contractor will be subjected to penalty in the form of fine etc,
- 14. Power and Water :** Power required for carrying out the job (for illumination and drilling etc) and drinking water will be provided free of cost.
- 15. Entry and exit of Construction and other materials :** While bringing the materials inside the Campus, the contractor is to make Challans which will retained by him for reconciliation of consumption and also for taking out his own construction equipments, tools and tackles, surplus materials etc.
- 16. Bid Validity :** 90 days from the date of submission of Technical Bid
- 17. Taxes and duties :** The quoted rate should be inclusive of all taxes and duties.
- 18. Drawings:** AC-Ducting drawings should be submitted to the EIC before commencement of the work.

S. N. BOSE NATIONAL CENTRE FOR BASIC SCIENCES

Block JD, Sector III, Salt Lake, Kolkata -700 106

General Conditions of Contract

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

A. 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:** The Contractor shall mean the individual or individuals, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
- iv) **Site:** The site shall mean the site where the works are to be executed in the campus as shown in the drawing.
- v) **Drawing:** The drawings needs to be submitted by the Contractor after receiving of the Work Order and final as built drawings shall be submitted after successful completion of the work.
- vi) **The Work:** The Work shall mean the work or works to be executed under this contract.
- vii) **The Bill of Quantities:** 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/Quotation document** shall mean the documents issued by the Centre to prospective bidders, containing various terms and conditions, scope of work, any requirements etc. or generally laid and in various sections spelling out the basis, procedure, modes, methods and formalities of the bidder to prepare their BIDs for submission to the Centre. The BID documents shall include the invitation to BID, instructions, proposal forms and all addenda/corrigenda/amendments issued by the Centre.
- xi) The letter of acceptance of BID shall mean an official invitation from the Centre to successful bidder to the effect that his/their BID has been accepted in accordance with the provisions contained therein.
- xii) The expression works or work shall, unless there be something either in the subject or context repugnant to construction, be constructed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
- xiii) The **Contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between the Competent Authority of the Centre and the contractor, together with the documents referred to therein including these conditions, the specification, designs, drawings and instructions issued from time to time by the Engineer-in-charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- xiv) The **Month** shall mean the calendar month according to the Christian calendar. **Day** unless herein expressly defined otherwise shall mean Christian calendar day of 24 hours.

B. Scope:

Terms and Conditions:

- i) **Earnest Money : Earnest Money Deposit (EMD)** of appropriate value is required to be submitted in the form of Demand Draft / Bankers Cheque/Digital Transfer by the Tenderer with the tender. The Demand Draft / Bankers Cheque must be issued in favour of “**Satyendra Nath Bose National Centre for Basic Sciences, Block-JD, Sector-III, Kolkata – 700 106**”. EMD deposited by the unsuccessful tenders will be refunded within 30 days after the award of the contract. The Earnest Money of the Successful Tenderer will be adjusted against the Security Deposit to be recovered from the running account bills / final bill. Under any circumstances, SNBNCBS will not be liable to pay any interest on the EMD. If the rates of any Contractor are found abnormally low or high, Competent Authority may review such rates and if necessary his quotation/tender may summarily be rejected though the same Contractor will be asked to justify reasonably such rates.

- ii) **Forfeiture of EMD** : EMD of a Tenderer will be forfeited, if the Tenderer withdraws or amends the quotation or impairs or derogates from the tender in any respect within the period of validity of the tender.
Further, if the successful tenderer fails to furnish the required PBG (if applicable) or does not start the work within the specified period, the EMD will be forfeited.
- iii) **Security Deposit** : The Security Deposit @ 10% shall be deducted from the Final Bill of the certified bill value. The EMD shall form part of the Security Deposit. The ceiling limit of deduction of Security Deposit is 10% of Work Order value.
- iv) **Refund of Security Deposit** : The Security Deposit may be refunded without any interest after the expiry of the defect liability period as mentioned in Special condition of contract provided the Contractor has satisfactorily carried out all work and attended to all defects in accordance with the conditions of the work.
- v) **Arbitration** :
- a) Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before and after extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or relating to the contract or breach thereof, shall be referred to sole Arbitrator to be appointed by the Director of the Centre at the time of dispute.
 - b) It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation or arbitration under the clause.
 - c) It is a term of the contract that the cost of arbitration will be borne by the parties themselves equally.
 - d) The venue of arbitration shall be Kolkata.
 - e) Subject to aforesaid, the provisions of the Arbitration and Conciliation Act 1996 and any statutory modification or re-enactment thereof rules made hereunder and for the time being in force shall apply to the arbitration proceeding under this clause.
- vi) **Removal of improper Work** : The owner shall during the progress of the work have power to order in writing from time to time the removal from the work within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Centre are not in accordance with specification or instructions, the substitution or proper re-execution of any work executed with materials or workmanships not in accordance with the drawings and specifications or instructions. In case the contractor refuses to comply with the order, the Centre shall have the

power to employ and pay other agencies to carry out the work and all expenses consequent thereon or incidental thereto as certified by the Centre shall be borne by the contractor or may be deducted from any money due to or that may become due to the contractor. No certificate which may be given by the Centre shall relieve the contractor from his liability of unsound work or bad materials.

- vii) Cancellation of Work :** The Centre reserves the right to cancel the work order, without assigning any reason thereof, if the contractor fails to i) submit the requisite amount of Performance guarantee in the form of DD or BG within a stipulated time period or ii) If the contractor fails to commence the work within 15 days of issue of LOI/Work order or iii) if the progress is found to be extremely poor without a valid reason.
- viii) Payment :** Payment will be made after satisfactory execution of the work and after verification/ certification of bill by the Engineering Section of the Centre on the bills submitted by the contractor in the prescribed format..
- ix) 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.
- x) Income Tax / Sales Tax on Works Contract :** The Statutory deduction of income tax / GST or any other tax as applicable on works contract will be deducted from all interim and final payment to be made to the contractor.
- xi) Brief Specification :** The work shall be carried out as per schedule of items of work, CPWD specification and direction of the Engineer-in-charge.
- xii) Superintendence of Supervision:** The Contractor shall give all necessary personal Superintendence during the execution of the work and this obligation and liability will continue (a) till completion of the work and (b) thereafter expiration of defects liability period i.e. 12 (twelve) months after satisfactory completion of the work. The contractor shall also during the whole time of work when in progress employ a competent representative who shall be constantly in attention at the site while his men are at work. Any directions, explanations, instructions or notices given by the Owner to such representative shall be deemed to have been given and duly served on the contractor.
- xiii) 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.

xiv) Tenderer shall visit the site: Intending Tenderer shall visit the site and make himself thoroughly acquainted with the local site condition, nature and requirements of the works, facilities of transport condition, effective labours and materials, access and storage for materials and removal of rubbish. The Tenderer 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 Tenderer will not be entitled to claim of compensation for difficulties faced or losses incurred on account of any site condition which existed before the commencement of the work or which in the opinion of the Owner might be deemed to have reasonably been inferred to be so existing before commencement of work.

xv) 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 (except for the purpose of drinking), water charges shall be recovered @ 1.0% (one percent) or gross amount of work done.

Unless otherwise mentioned, the contractor shall at his own cost arrange for necessary power required for running heavy equipment for construction purpose (i.e. welding etc.) and construction lighting for entire period of contract.

The rates quoted against individual items will be inclusive of everything necessary to complete the said items of work within the completion of the contract and beyond the unit price no extra payment will be allowed for incidental or contingent work, labour

and/or materials inclusive of all taxes and duties whatsoever except for specific items, if any, stipulated in the contract documents.

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

- xvi) Defects after Completion:** The contractor shall make good at his own cost and to the satisfaction of the Owner all defects, shrinkage, settlements or other faults which may appear **within 12 months after satisfactory completion of the work**. In default, the Owner may employ and pay other persons to amend and make good such damages, losses and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damages, losses and expenses shall be recoverable from him by the Owner or may be deducted by the Owner, in lieu of, such amending and making good by the Contractor, deduct from any money due to the Contractor, a sum equivalent to the cost of amending such work and in the event of the amount retained being insufficient, recover that balance from the Contractor from the amount retained under Clause No. (ii) together with any expenses the Owner may have incurred in connection therewith.
- xvii) Escalation:** The rate quoted shall be firm throughout the tenure of the contract (including extension of time, if any, granted) and will not be subject to any fluctuation due to increase in cost' of materials, labour, overhead, GST, other taxes etc.
- xviii) Excepted Matters:** If the dispute or differences pertain to the under noted matters the decision in writing of the Officer designated in and signing the contract documents shall be final, conclusive and binding on the parties.
- i) Instructions.
 - ii) Transactions with Local Authorities.
 - iii) Proof of quality of materials.
 - iv) Assigning or 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.

xix) Protective Measures: The contractor from time to time of being placed in possession of the site must make suitable arrangements for watching, lighting and protecting the work, the site and surrounding property by day, by night, on Sundays and other holidays.

Contractor shall indemnify the Centre against any possible damage to the building, roads, or members of the public in course of execution of the work.

Contractor shall provide necessary temporary enclosures, gates, entrances etc for protection of the work and materials and for altering and adopting the same as may be required and removing on completion of the works and making good all disturbed works.

xx) Materials, Workmanship and Samples: All the works specified and provided for in the specifications shall be executed in the best and most workmanlike manner with materials of the best and approved quality.

Materials conform to the relevant I.S. Standards or as specified in the specifications shall be supplied by the contractor for the execution of work at his own cost as directed by the Centre. The necessary charges for transporting etc, shall have to be borne by the contractor. No extra payment on this account should in any case be entertained. The contractor shall provide all assistance, instruments, machine labour and materials for examining measuring and testing of work and the quality, weight or quantity of any materials used and supply samples before incorporation in the work as may be selected and required by the Centre. All materials should be carried out as per latest I.S. specifications as advised by the Centre.

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

During the inclement weather the contractor shall suspend concreting, plastering and like for such time as the Centre may direct and shall protect from injury all work when in course of execution. Any damage (during constructions) to any part of the work for

any reason due to rain, storm, or neglect of contractor shall be rectified by the contractor in an approved manner at no extra cost.

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

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

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

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

i) The net rates of prices in the contract schedule shall determine the valuation of (the rates for) the extra work (items) where such extra work is of similar character and is executed under similar conditions as the work priced therein.

ii) If the rates for the extra, altered or substituted (deviated) work are not provided for (available) in the contract schedule, they shall to the extent possible be derived out of rate given in that schedule for similar or near similar items the purpose of such deviation, where necessary and when so directed, the contractor shall furnish detailed analysis for the said similar or near similar items in the contract schedule. For such portions of the analysis for the extra, altered or substituted (deviated) work for which prices cannot be abstracted from the corresponding analysis of rates for the said similar or near similar items in the contract schedule, market rates substantiated by purchase bills/vouchers dependable printed price schedules of building materials of different types shall be adopted, using factors and constants for quantum of material, labour T & P and sundries from standard analysis of rates adopted by the National Building Organisation, Ministry of Works & Housing, Govt of India in preparation of D.S.R. 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, labour, T & P and sundries from standard analysis of rates adopted by the Delhi Schedule of Rates, 2007 and addition 15% towards profit and overheads. When called upon to do so the contractor shall submit his purchase bills/vouchers to the architects and employer.

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

v) The question as to what particular items, being similar or near similar to the additional, altered or substituted (deviated) work in the contract schedule to be adopted for deviation of rates for the additional, altered 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.

xxii) 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.

xxiii) Validity of Quotation: The Tenderer shall note that his quotation shall remain valid for a period of 90 days from the end date of submission of bid.

xxiv) Royalties & Patents: The Tenderer 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.

- xxv) Schedule for Completion of Work:** The Tenderer shall submit a time & progress chart within 15 (fifteen) days from the date of issue of work order.
- xxvi) 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.
- xxvii) Time of Completion:** The entire work is to be completed in all respect within the stipulated period. Time is the essence of Contract and shall be strictly observed. The work shall be commenced within 14 (fourteen) days from the date of issue of commencement letter.
- xxviii) Suspension:** If the Tenderer fails to start the work within 14 (fourteen) days from the date of issue of commencement letter, the owner shall reserve the rights to proceed to invoke the clause of Termination of Contract.
- xxix) Termination of Contract:** If the Tenderer goes into liquidation or becomes insolvent or uses improper materials or fails to proceed with the progress of work to the satisfaction of the owner, the owner shall reserve the rights to abandon/terminate the Contract on one months' notice period.
- xxx) Water Supply, Power & Land for Contractor's use:** The Tenderer shall at his own cost arrange for necessary power and lighting for the entire period of Contract. For the purpose of the job, if necessary, the Tenderer may establish Site Office, Godowns etc. with the permission of the owner. If it is found that the Tenderer is required to use the Centre's water (if separable) for work purpose, (except for drinking and washing purpose), Water Charges shall be recovered from the Tenderer @ 1% (one percent) on gross amount of relevant item of work done..
- xxxi) List of materials-** The contractor is to use the Approved Brand of materials as indicated in the list of preferred make.
- xxxii) Cost of electricity for operating heavy equipments like welding machine, pump, motor, grinding machines etc, will be recovered from the Contractor's bill if the same is used by the contractor.**
- xxxiii) Liquidated damage:** If the contractor fails to maintain the required progress or to complete the work 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 any prejudice to any other right or remedy available under the law on account of any breach, pay as agreed compensation the amount at the rates stipulated below as the Authority may decide on the account of tendered value and rates of work for every complete day/month (as applicable) calculated on the total contract value / tendered value of the work that the progress remains below the specified work value. This will also apply to items or group of items for which 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.

xxxiv) Agreement : The successful contractor is to enter into an agreement with the Centre as per a prescribed Proforma (as per Annexure "A") on a Non-judicial Stamp paper of minimum value of Rs 100=00 without which the work order will not be placed and no bills will be accepted for payment. Cost of Stamp paper will be borne by the contractor.

xxxv) Declaration: I/We have inspected the site of works and have made me/us fully acquainted with the local conditions in and around the sites of works. I/We hereby declare that (A) I/We have gone through the conditions laid down in the General Conditions of Tender 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 Tender 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 Tender document.

(To be typed on a Non-judicial Stamp paper of appropriate value)

FORM OF AGREEMENT

This agreement made the day of 20 BETWEEN THE Satyendra Nath Bose National Centre for Basic Sciences, Block –JD, Sector-III, Salt Lake, Kolkata-700106 (Herein after called the Employer) of the one part
And

M/s .(Name of the Contractor..... of.....(Address).....in the state of West Bengal (there in after called "the Contractor") of the other part WHEREAS as the employer is desirous that certain works should be constructed, viz (Name of the work).....and has accepted a tender by the contractor for the construction, completion and maintenance of such woks.

NOW THIS AGREEMENT WITNESSETH as follows :

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract-hereinafter referred to.

2. The following documents shall be deemed to form and be read and construed as part of this agreement, viz :

- (a) The said Tender
- (b) Invitation to Tender
- (c) Instructions to Tenderers.
- (d) General Conditions of Contract for construction works
- (e) Special Conditions of Contract
- (f) Specifications
- (g) Tender Schedule, Bill of quantities, quoted rate and amount against each item.
- (h) Drawings
- (i) Letter of Intent/Award

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned the contractor hereby covenants with the employer to construct, complete and maintain the works in conformity in all respect with the provisions of the contract.

4. The Centre hereby covenants to pay the contractor in consideration of the construction completion and maintenance of the works the contract price at the times and in the manner prescribed by the contract.

5. In witness whereof the parties hereto of SNBNCBS and the Contractor subscribe their respective hands, sign and seal in token of having accepted the aforesaid terms and conditions of the day, month and year mentioned above.

Signed, sealed and delivered by SNBNCBS Signed, sealed and delivered by contractor

Signed and delivered in Kolkata
in the presence of :

Witness 1 :
Name and address

Witness 2
Name and address