



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/20-21/06/261

Date: 03.09.2020

**NOTICE INVITING QUOTATION**

Name of Work: **Repairing of AC machines at various locations at SNBNCBS, Salt Lake, Kolkata**

1. 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 14<sup>th</sup> September, 2020** positively Sealed quotations are hereby invited for the under mentioned work..
2. **Completion period:** Completion period of the above mentioned work is 21 days from the date of issuing Work order. The quoted rate/price shall remain valid for 90 days from the due date of opening of quotation
3. Please note that mere quoting of rate may not entitle you to get the award of work as the undersigned reserves the right to reject any or all quotations or accept any quotation other than the lowest without assigning any reason thereof.
4. Interested agencies may download quotation documents from the Centre's Official website <http://newweb.bose.res.in/InfoAnnouncements/Tender.jsp> and submit the same at the Centre within the stipulated date.
5. The agency having requisite experience in executing similar nature of jobs, shall be eligible technically and the bids of tenderers without any such relevant experience shall stand disqualified and their EMD's shall be refunded.

Yours sincerely

*Shohini Majumder*  
3.9.2020  
Shohini Majumder

Registrar

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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

Schedule of Item for the work: Repairing of AC machines at various locations at SNBNCBS, Salt Lake, Kolkata

Sl. No.	Details of items with all specification	Unit	Qty.	Rate Rs.	Amount Rs.
1.	Rewinding of 2.5 H.P. 1 phase outdoor unit fan motor including fitting fixing etc. All complete at AMRU cluster room.	set	01		
2.	Supply, installation & testing commissioning of 2.5 Tr. capacity Rotary compressor at inner server room of Computer Centre (Make: Emerson/Highly )	set	01		
3.	Supply, installation & testing commissioning of 2.0 Tr capacity Compressor unit at Director's Board room. (Make: Emerson/Highly )	set	01		
4.	Supply & fixing of new fan blade suitable for 3 phase 3 Tr of Blue Star make AC machine at Optical Lab.	set	01		
5.	Rewinding of 3 Tr capacity (Blue Star make) AC outdoor unit fan motor at Magnet Lab.	set	01		
6.	Supply and fixing of outdoor unit fan motor at room no. 427 of main building.	set	01		
7.	Supply and fixing of outdoor unit fan blade at room no. 427 of main building.	set	01		
8.	Supply, installation & testing commissioning of 4.0 Tr. capacity Reciprocating compressor at XRD room (Make: Emerson/Highly )	set	01		
9.	Supply and necessary gas R-22 charging.	Kg.	15		
	<b>Total</b>				

In words:.



### 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.
- 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 AC machines by means of Supply, installation, testing and commissioning of the repaired AC machines as per BOQ enclosed. The work shall be treated as complete only after the successful commissioning of AC system.

### 2. **Earnest Money:**

Earnest Money Deposit (EMD) of **Rs. 1955.00** (Rupees One Thousand Nine Hundred Fifty Five only) is required to be submitted in Demand Draft/ Bankers Cheque or copy of MSME certificate by the tenderer with the quotation. The Demand Draft/Bankers Cheque must be issued in favour of "**S N Bose National Centre for Basic Sciences**". EMD deposited by the unsuccessful tenderer will be refunded by way of handing over the original Demand Draft/ Bankers Cheque duly endorsed by the Competent Authority of the Centre. The Earnest Money of the Successful tenderer will be adjusted against the Security Deposit to be deducted from the running account bills. Under any circumstances, SNBNCBS will not be liable to pay any interest on the EMD.

### 3. **Security Deposit:**

The Security Deposit shall be deducted from the Running Account/Final Bills at 10% of the certified bill value including GST component. The EMD shall form part of the Security Deposit and 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 including GST.

### 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 satisfactorily 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 and as per other Government rules. 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. 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.

**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 etc.

**18. Validity of Quotation:**

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

**19. Labour :**

No labour below the age of 18 (eighteen) years shall be employed on the work 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 21 (Twenty One ) days (unless time extension is granted) from the date of issuance of work order .

A handwritten signature in black ink is written over a circular stamp. The stamp contains some illegible text and a central emblem, possibly a logo or official seal.

## 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
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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.

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#### **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 of different types shall be adopted, using factors and constants for quantum of material, labor T & P and sundries from standard analysis of rates adopted by the National Building Organization, Ministry of Works & Housing, Govt. of India in preparation of D.S.R. 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 or 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:**

All necessary measures to ensure safety and security of the workmen and the property of the Centre have to be taken by the agency during the work. The bidder will be solely responsible for any fatal / non fatal accident which occurs to their person during execution of work.

**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 with similar nature of jobs 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.

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Signature of Contractor

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

Date:

Office Seal:

