

Tender Ref: SNB/ENGG/NIT/2011/16
Dec 2011

CONSTRUCTION OF STORES
TENDER DOCUMENTS

**Construction of masonry stores building with CGI roof sheeting
at S N Bose National Centre for Basic Sciences**

Satyendranath Bose National Centre for Basic Sciences
Block-JD, Sector-III, Salt Lake, Kolkata-700098

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TENDER DRAWING

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PART - I

1 NOTICE INVITING TENDER

Sealed Tenders are invited by the Registrar on behalf of Satyendra Nath Bose National Centre for Basic Sciences from reliable and resourceful contractors having experience of working in Govt / PSU for the work of **Construction of Stores,** at SNBNCBS, Salt Lake, Kolkata-98.

Firms satisfying the following criteria shall be considered for participating in the tender.

i. The Bidder/firms should have at least 5 (five) years of experience having successfully completed works of similar nature, having registered with CPWD/State PWD/MES/Railways/BSNL/PSUs and value of work, as indicated below, during last 3 (three) years ending last day of month previous to the one for which applications are invited.

(A) 3 (three) similar completed work costing not less than Rs. 3 (three) lakh each

or

(B) 2 (two) similar completed work costing not less than Rs. 5 (five) lakh each

or

(C) 1 (one) similar completed work costing not less than Rs. 6 (six) lakh

ii. Intending bidder should possess proof of the following:-

- (a) Professional Tax registration
- (b) Income Tax Pan No.
- (c) Trade License Certificate
- (d) Service Tax registration

Technical evaluation of the firm will be undertaken based on documents submitted in support of above eligibility criteria after opening of the technical bid. Price bid of technically qualified bidders only will be considered.

1.1 Tender Documents

1.1.1 The tender document can be downloaded from the Centre's official website www.bose.res.in.

1.1.2 Amendment of Tender Documents: SNBNCBS reserves the right to modify the Tender Documents before the last date of submission of tenders by issuing Addenda which shall be part of the Tender Documents. The Amendment, if any, will be notified at the Centre's website. The bidder should visit the website for latest updates.

1.2 Earnest Money

1.2.1 Tender must be made in the prescribed form and accompanied by a deposit of **Rs. 15,500** /- as Earnest Money. Earnest Money Deposit will be accepted only in the form of Crossed Account Payee Banker's Cheque or Demand Draft or Banker's Pay Order from Nationalised /schedule Banks payable at Kolkata and drawn in favour of "**S. N. Bose National Centre for Basic Sciences, Kolkata-98**". EMD shall be put in an envelope, clearly super-scribed with Tender reference number, title and "Earnest Money Deposit" in bold letters.

1.3 Validity

- 1.3.1 The Price Offer must be valid for ninety (90) days from the date of opening of the Technical Cover of the Tender; otherwise the same will not be considered at all.

1.4 Submission

- 1.4.1 The tender shall be dropped in the Tender Box kept at the ground floor of the Centre. The due date of Tender Submission is 06 Jan 12 up to 14-00 hours IST. Technically qualified bidders will be invited to be present during opening of the price bid.

1.5 Rejection

- 1.5.1 If the bids are not received according to the instructions detailed herein, or are conditional, they shall be liable for rejection. The corrections or remarks, if any, shall be either clearly typewritten or legibly handwritten and signed by the authorised signatory. The Centre reserves the right to reject any or all tender(s) without assigning any reason thereof.

Sd/-

Registrar

Satyendra Nath Bose National Centre for Basic Sciences

2 WORK DESCRIPTION AND SCOPE OF WORK

2.1 Work description

- 2.1.1 Construction of masonry stores building with CGI roofing at S N Bose National Centre for Basic Sciences, salt Lake Kolkata.

2.2 Scope of Work

- 2.2.1 Construction of masonry stores building with CGI roofing in accordance with approved drawing, schedule of work, specifications stipulated in relevant IS codes and best engineering practices.

2.3 Site Consultations

- 2.3.1 The work shall be carried out in consultation with the Engineer-in-Charge or his nominated representative.

3 INSTRUCTIONS TO TENDERER

3.1 Earnest Money Deposit (EMD)

3.1.1 No bid will be considered which is not accompanied by a sum of Rs. 15500/- (Rupees fifteen thousand & five hundred only) as Earnest Money which is lodged on understanding that in the event of the bidder withdrawing the bid before the expiry of 90 days from the last date of submission of the bid, the bid shall be cancelled and the Earnest Money deposited shall be forfeited.

3.1.2 The EMD must be lodged by adopting following steps:

- (A) Earnest Money will be accepted only in the form of Crossed Account Payee Banker's cheque or Demand Draft or Banker's Pay order from any Nationalised/ scheduled Bank payable at Kolkata. EMD in cash will not be accepted.
- (B) The EMD shall be submitted as per the procedure laid down in the Tender notice.
- (C) Bids if not accompanied by the requisite EMD shall be treated as invalid and shall not be opened. The Earnest Money will be returned to the unsuccessful bidders on their request without interest after the bids are settled. The Earnest Money will be retained in case of successful bidder and will form a part of the Security Deposit.

3.2 Return of Tender Forms

3.2.1 TENDERER MUST RETURN THE COMPLETE TENDER DOCUMENTS DULY SIGNED. ALTERATIONS TO THE CONDITIONS OF CONTRACT, SPECIFICATIONS, ETC. WILL NOT BE ENTERTAINED. ANY TENDER NOT SO SIGNED ON ALL THE DOCUMENTS IS LIABLE TO BE REJECTED.

3.2.2 The Form of Tender at **Annexure – A** and other documents annexed hereto shall not be defaced in any way or detached one from the other.

3.3 Security Deposit

3.3.1 Please refer to Clause 4.4 of Conditions of Contract.

3.4 Completion Period

3.4.1 The completion period of the work is **3 calendar months** from the date of commencement of issue of Work Order.

3.5 Filling in Contract Price Schedule

3.5.1 Tenderer must fill in the rates both in figure & words against all the items of works given in the price schedule and write the total figure.

3.6 Taxes and Duties

3.6.1 Tenderer's rates and amounts shall be fully inclusive of all applicable taxes and duties.

3.7 Mode of Submission of Tender

3.7.1 Tenders enclosed in a sealed cover as mentioned in the “ Tender Notice” indicating on the envelope the Tender No. and due date and time and endorsed “**Construction of Stores**” and addressed to the Registrar, S. N. Bose national Centre for Basic Sciences will be dropped in the Tender Box kept at the at the ground floor of the Centre on or before the due date and time of the Tender submission.

3.7.2 Tender shall be submitted in sealed covers separately as mentioned below:

3.7.3 (i) The first cover shall contain EMD (in the manner prescribed in clause **3.1.2**) and Technical Offer (**Part – I**) that includes complete tender document duly signed (with blank Price Schedule) by authorised signatory of the firm on all pages and all documentary proof as stated in Clause 1 of the NIT and shall be sealed and super-scribed as shown below:

“EARNEST MONEY & TECHNICAL BID”

“Construction of Stores”

TENDER REFERENCE _____

CLOSING DATE _____ **AT** _____ **HOURS**

(ii) The second cover shall contain only the Price Offer (**Part - II**), in original, duly signed by the authorised signatory of the firm, and shall be sealed, super-scribed as shown below:

“PRICE OFFER”

“Construction of Stores”

TENDER REFERENCE _____

CLOSING DATE _____ **AT** _____ **HOURS**

(iii) The third cover shall contain the above two covers and shall be super-scribed with Tender No. title and “Complete Offer” as shown below :

“COMPLETE OFFER”

“Construction of Stores”

TENDER REFERENCE _____

CLOSING DATE _____ **AT** _____ **HOURS**

- 3.7.4 If the offers are not received according to the instructions detailed herein, they shall be liable for rejection. The quotation and remarks shall either be typewritten or must be legibly written in ink. Any alterations to the rates entered should be stamped and initialled by the Tenderer, otherwise they shall not be considered. The specifications, quantities and units must not be altered.
- 3.7.5 The Tender will be opened by the Registrar or his authorized representative in the presence of the Tenderers or their authorised representatives who may wish to be present on the due date and time of opening the Tenders.

4 GENERAL CONDITIONS OF CONTRACT

4.1 Application

4.1.1 Unless otherwise provided for in the Contract Documents, these Conditions shall apply to the work of all sections of the Specifications attached herewith.

4.2 Definitions and Interpretation

4.2.1 Whenever the following words and expressions occur in the Contract Documents, they shall have the meanings herein assigned to them except where the context otherwise requires:

4.2.1.1 Owner / Purchaser

The 'Owner' / 'Purchaser' means S N Bose National Centre for Basic Sciences, an autonomous Institution funded by Department of Science & Technology, Government of India, having its premises at Block-JD, Sector-III, Kolkata-700098. The word 'Owner' or 'SNBNCBS' when used in conjunction with the words 'as directed', 'where directed', 'approved', 'subject to approval', 'satisfactory', 'accepted', 'equal to', 'proper', 'determined by' shall mean the Registrar of SNBNCBS or any other executive nominated by the Owner / Purchaser from time to time.

4.2.1.2 The Centre

The Centre shall mean Satyendra Nath Bose National Centre for Basic Sciences with its premises located at Block-JD, Sector-III, Salt Lake, Kolkata-700098 and shall include its authorized representatives, successors and assignees.

4.2.1.3 Engineer

The term 'Engineer' means the Superintending Engineer / Campus Engineer of the Centre.

4.2.1.4 Engineer's Representative

The 'Engineer's Representative' shall be the person or persons to whom the Engineer may delegate his authority in writing for day-to-day supervision.

4.2.1.5 Contractor

The 'Contractor' is the successful Tenderer who is awarded the Contract by the Owner to perform the Works covered by this Contract and shall be deemed to include the Contractor's successors, heirs, executors, administrators, representatives or assignees approved by the Owner and will be referred to throughout in these Documents.

4.2.1.6 Sub-Contractor

The term 'Sub-Contractor' used herein refers to a party or parties having a direct Contract with the Contractor to whom any part of the contract has been sublet by the Contractor with the consent in writing of the Consultant / Owner.

4.2.1.7 Work

'Work' means the work to be executed in accordance with the Contract and includes extra works and temporary works.

4.2.1.8 Contract Price

'Contract Price' means the sum agreed to and named in the Letter of Award of Contract.

4.2.1.9 Drawing

'Drawing' means all drawings, calculations and technical information of a like nature provided by the Engineer to the Contractor under the Contract and all drawings, calculations and technical information of a like nature submitted by the Contractor and approved by the Engineer.

4.2.1.10 Site

'Site' means the lands and other places, on, under, in or through which the works are to be executed or carried out and any other lands or places provided by the Owner for the purpose of the Contract.

4.2.1.11 Month and Week

'Month' means English Calendar month; 'week' means calendar week.

4.2.1.12 Excepted Risks

The 'Excepted Risks' are riot (in so far as it is uninsurable), war (whether war be declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection or military or usurped power or acts of God such as earthquake, floods, cyclone, hurricane etc., or use or occupation by the Owner of any portion of the Works in respect of which a certificate of completion has been issued (all of which are herein collectively referred to as the 'Excepted Risks').

4.2.1.13 Commencement Date

'Commencement Date' means the date for the commencement of the contract as stated in the Letter of Award (LOA).

4.2.1.14 Letter of Award (LOA)

'Letter of Award' means a letter issued by the Owner to the successful Tenderer to notify him that he is awarded the contract.

4.3 Contractor to Satisfy Himself on All Points

4.3.1 The Tenderer shall inspect and examine the Site and its surroundings and shall satisfy himself or shall be deemed to have satisfied himself before submitting his Tender as to the form and nature of the Site, ground and nature of the work, the means of access to the Site, the means of disposal of debris, the working space he may require, any other local conditions and in general shall himself obtain all necessary information as to risks, contingencies and any other circumstances which may influence or affect his Tender. No extra claim whatsoever shall be entertained on account of misunderstanding or otherwise of the prevailing conditions as well as scope of work.

4.4 Earnest Money and Security Deposit

4.4.1 Earnest Money, the amount of which is specified in the Invitation to Tender, deposited in any one of the ways specified in the Instructions to Tenderer must accompany the Tender without which the Tender will not be considered at all.

- 4.4.2 Security Deposit shall be deducted from the progressive bills including final bill at five per cent (5%) of each R.A. Bill/ Final bill value till such time the total deduction together with Earnest Money already deposited shall constitute five percent (5%) of the total contract value.
- 4.4.3 Security Deposit which shall be refunded after completion of Defect Liability Period without interest and after deduction, if any, made there-from under the provision of Clause 4.6.4 below, on due successful completion of the work.
- 4.4.4 If the Contractor fails to carry out the work or perform or observe any of the Conditions of Contract, the said Security Deposit may be liable to forfeiture at the option of the Owner. The Owner will also be at liberty to deduct from the Security Deposit or from any sum due or to become due or under any other Contract with the Contractor sums that may become due to SNBNCBS by virtue of any of the terms hereof.

4.5 Performance Guaranty

- 4.5.1 The successful tenderer shall deposit within 15 days of issue of LOA an amount equal to five per cent (5 %) of tendered and accepted value of the work as Performance Guarantee as Demand Draft/ Bankers Cheque from a scheduled bank in favour of " S N Bose National Centre for Basic Sciences, Kolkata-98 " which shall be refunded after defect liability period subject to satisfactory completion of work.

4.6 The Contract and General Obligations of the Contractor

- 4.6.1 Applicability of Laws on the Contract
- 4.6.1.1 The Contract documents shall be drawn-up in English language.
- 4.6.1.2 The contract shall be governed by acts as applicable only within the jurisdiction of the High Court at Kolkata, India.
- 4.6.1.3 The Contract shall be governed by the following Indian Acts :
- a) The Indian Contract Act, 1872.
 - b) The Workmen's Compensation Act, 1923.
 - c) The Minimum Wages Act, 1948.
 - d) The Contract Labour (Regulation & Abolition) Act, 1970.
 - e) The Arbitration and Conciliation Ordinance, 1996 (Ordinance No. 8 of 1996).
 - f) Payment of Wages Act, 1936.
 - g) The ESI Act, 1948.
 - h) Child Labour Act 1986
 - j) Factories Act 1948
 - k) Employees P.F. & Miscellaneous Provision Act 1952
 - l) Any other Act as may be applicable under the statutes from time to time.
- 4.6.2 Unless otherwise stated in the Conditions of Contract:

- a) the Owner shall have obtained (or shall obtain) the planning, zoning or similar permission for the Permanent Work, and any other permissions described in Specification as having been (or being) obtained by the Owner; and the Owner shall indemnify and hold the Contractor harmless from and against the consequences of any failure to do so; and
- b) the Contractor shall give all notices, pay all taxes, duties and fees, and obtain all permits, licences and approvals, as required by the Laws in relation to the execution and completion of the Work and the remedying of any defects; and the Contractor shall indemnify and hold the Owner harmless from and against the consequences of any failure to do so.

4.6.3 Compensation to Workmen and Others

The Contractor shall at all times indemnify the Owner against all claims, damages or compensation under the provision of the Workmen's Compensation Act, 1923, or any other law for the time being in force as consequence of any accident or injury of any workmen, or other person whether in the employment of the Contractor or not, and also against all cost, expenses or charges of any suit, action or proceeding arising out of such accident or injury and against all sums or sums which may with the consent of the Contractor be paid to compromise any such claim suit or proceedings.

4.6.4 Labour Employed by the Contractor on Day Work Basis

4.6.4.1 Any labour supplied by the Contractor for the work on a day work basis either wholly or partly under the direct orders and control of the Contractor or Engineer, or his Representative, shall be still deemed to be person employed by the Contractor.

4.6.4.2 The Contractor shall employ no workmen below the age of 16 years on the work in construction of any nature.

4.6.5 Care of Contractor's Staff

4.6.5.1 The Contractor shall observe all the safety precautions as stipulated and necessary to ensure safety of his staff as well as material. Appropriate Personal Protective Equipment (PPE), and other necessary safety equipment is to be provided to staff while working and the staff are to be properly trained to use such safety equipment and to observe the safety norms.

4.6.6 Subletting by Contractor

The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part thereof without the written permission of the Engineer. Even if such permission be granted, the Contractor shall remain responsible (a) for the act, defaults and neglect of any Sub-Contractor, his agents, servants or workmen as fully as if these were the acts, defaults or neglects of the Contractor himself or his agents, servants or workmen, and (b) for his full and entire responsibility of the Contract and for active superintendence of the works by him despite being sublet, provided always that the provision of labourers on a "piece rate" basis shall not be deemed to be subletting under this clause. However, all lapses delays due to sub-contractor will be treated as contractual failure solely on Contractor's part.

4.6.7 Contractor's Rates to be Fully Inclusive

Unless otherwise specified, the Contractor shall be deemed to have included in this Tender / Offer all his costs for supplying and providing all constructional plant, temporary work, materials both for temporary and permanent works, labour including supervision thereof, transporting to and from the Site and in and about the work, including loading, unloading, fencing, watching, lighting, payment of fees, taxes and duties to the appropriate authorities,

Insurance and other things of every kind required of the construction, erection, completion and maintenance of the work including contractor's overhead and profit.

In case of any statutory or imposition of new taxes and duties after submission of the bid due to notification of Government of India during the contract period and if applicable to the end product, the same may only be considered by Owner against documentary evidence.

4.6.8 Contractor to be Fully Responsible

4.6.8.1 The Contractor shall be solely responsible for the adequacy, stability and safety of all site operations and methods of construction, even if any prior approval thereto has been taken from the Engineer or his Representative. The Contractor shall be fully responsible for the correct implementation thereof, as also for any design and specification prepared / proposed / used by the Contractor.

4.6.9 Programme of work to be submitted by the Contractor

4.6.9.1 The Contractor shall submit to the Engineer or his representative the details of his (a) programme for execution of the work in the form of Bar Chart / CPM net work within Seven (7) days from the Commencement Date, The submission to and/or any approval by the Engineer or his Representative to any such programme or particulars shall not relieve the Contractor of any of his obligations under the Contract.

4.6.10 Supervision by Contractor

The Contractor shall provide necessary and adequate supervision during the execution of the works and as long thereafter as the Engineer or his authorised Representative shall consider necessary during the Defect Liability Period.

The Contractor or his competent and authorised agent or representative shall be constantly at site and instructions given to him by the Engineer or his Representative in writing shall be binding upon the Contractor. The Contractor shall inform the Engineer or his Representative in writing about such representative / agent of him at site. Replacement of any of the authorised agent of the Contractor during the Contract period shall only be with prior written approval of the Owner / Engineer.

4.6.11 Site Order Book and Hindrance Register

The Contractor shall maintain a '**Site Order Book**' at the work site to keep record of the order/instructions issued by Engineer/Owner and its compliance by the Contractor and a '**Hindrance Register**' to record hindrances, if any, duly countersigned by Engineer.

4.6.12 Safety

The Contractor shall strictly follow and maintain the safety measures while executing the work at site as per standard safety measures and rules.

4.6.13 Work Site

All the work sites are within the compound of a running research centre and Contractor's works will have to be carried out in a manner so as to avoid interruption in the normal activities of the Centre.

4.6.14 Gate Pass

The Contractor shall apply for Gate Passes for taking out any materials, tools, tackles, etc. brought by him inside the Centre premises based on Contractor's copy of Inward Pass.

4.6.15 Centre's Rules & Regulations to be followed

The Contractor and all his agents / employees at the Site or, in and about the work shall be controlled and governed by the rules and regulations of the Centre restricting the conduct of persons within the Centre's Premises.

The Contractor shall ensure that all persons employed by him in connection with this project work have understood and shall be under the purview of Indian Official Secret Act 1923 (XIX of 1923).

4.6.16 Accidents

The Contractor shall within 24 hours of the Occurrence of any accident at or about the Site or in connection with the execution of the work, report such accident to the Engineer / Owner and shall take all steps as is required by the prevailing law.

4.6.17 Contractor to find for Cause of Defect

The Contractor shall when required in writing and as directed by the Engineer, or his Representative find for the cause of any defect, imperfections or fault that the Engineer or his Representative may reasonably suspect.

4.7 Commencement, Execution and Completion of Work

4.7.1 Contractor to Commence Work

The Contractor shall mobilise and commence on the Commencement Date stated in the LOA or other order to commence the work issued by the Owner / Engineer whichever is earlier. The Contractor shall then proceed with the work with due expedition and without delay, except as may be expressly sanctioned or ordered by the Engineer or his Representative, time being deemed the essence of the Contract on the part of the Contractor.

4.7.2 Contractor to Observe Owner's Working Hours

Unless specified otherwise in the Contract or prior permission of the Engineer has been taken, the Contractor shall not execute the work beyond the working hours observed by the Engineer's Representative and on weekly and other official Holidays observed in the Owner's system, except in so far as it becomes essential on account of safety of the work. If the progress of the work lags behind schedule or the work has been endangered by any act or neglect on the part of the Contractor, then the Engineer or his Representative shall order and the Contractor at his own expense shall work by day and by night and on Sundays and Public Holidays. Any failure of the Engineer or his Representative to pass such an order shall not relieve the Contractor from any of his obligations. The Engineer's decision in this regard shall be final, binding and conclusive.

4.7.3 Contractor to Supply all Materials

Unless stipulated otherwise in the Contract, all materials of approved make / brand required for the work shall be procured and supplied by the Contractor with the approval of the Engineer or his Representative and subject to subsequent testing as may be required by the

Engineer or his Representative, The Engineer shall exercise his sole discretion to accept and / or reject any such materials.

4.7.4 Contractor to Submit Sample for Approval

Samples shall be prepared and submitted for approval of the Engineer or his Representative, whenever required to do so, all at the Contractor's cost.

4.7.5 Cost of Testing

Unless stipulated otherwise in the Contract, the cost of any test required by the Engineer or his representative in respect of materials and workmanship deployed on the work shall be borne by the Contractor.

4.7.6 Materials / Work not Acceptable to Engineer

The Engineer or his Representative shall have the power to inspect any material and work at any time and to order at any time – (a) for removal from the Site of any material which in his opinion is not in accordance with the Contract or the instruction of the Engineer or his Representative, (b) for the substitution by the proper and suitable materials, or (c) the removal and proper re-execution of any work, which in respect of material and workmanship is not in accordance with the Contract or the instructions of the Engineer. The Contractor shall comply with such order at his own expense and within the time specified in the order. If the Contractor fails to comply, the Engineer shall be at liberty to dispose any such materials and re-do any work in the manner convenient to the Owner by engaging any outside agency at the risk and expense of the Contractor and after giving him a written prior notice of 7 days. The Contractor shall extend his full assistance as required by the Engineer during inspection.

4.7.7 Suspension of Work

On a written order of the Engineer or his Representative with the expressed consent of the Owner, the Contractor shall delay or suspend the progress of the whole work or part till such time the written order to resume the execution is received by him. During such suspension the Contractor shall protect and secure the work to the satisfaction of the Engineer or his Representative.

4.7.8 Resumption of Work

After the permission or instruction to proceed is given, the Contractor and the Engineer shall jointly examine the Works and the Plant and Materials affected by the suspension. The Contractor shall make good any deterioration or defect in or loss of the Works or Plant or Materials, which has occurred during the suspension.

4.7.9 Rates for Extra Items

In order to derive Rates of Extra Items which are not included in schedule of work, Engineer at his sole discretion may adopt the following:-

- a) The CPWD norms shall be adopted for labour, materials content respectively.
- b) Where rates for extra item of works can not be established by rate analysis as per (a) above, then rate for such item shall be estimated and fixed by the Engineer based on the market rates and assessment for labour, materials and other factors involved thereon.

4.8 Terms of Payment

- 4.8.1 Progressive payment shall be made through Running Account bill on submission of bill by the Contractor after satisfactory completion of work or part thereof in accordance with schedule of work/items duly certified by the Engineer and after necessary deduction for Security Deposit or any other dues and taxes as applicable.

4.9 Price Escalation

- 4.9.1 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, sales tax, octroi, etc. unless specifically provided in these documents.

4.10 Excess Payment and Interest

- 4.10.1 In case Excess Payment is made to Contractor due to any reason, and detected latter on, Contractor should immediately pay-back / return to the owner the excess amount or the same shall be adjusted from his due payment.

No Certificates of the Engineer or his Representative shall protect the Contractor against or prevent the Owner from obtaining repayment from the Contractor, in case the Engineer or his Representative should over-certify for payment or the Owner should over-pay the Contractor on any account.

- 4.10.2 Interest

No claim for interest shall be admissible to the Contractor at any stage and in respect of any money or balance, which may be due to the Contractor from the Owner, owing to any dispute or otherwise.

4.11 Variation and its Valuation

- 4.11.1 Engineer's Power to Vary the Work

The Engineer shall have the power to order the Contractor in writing to make any variation of the quantity, quality or form of the works or any part thereof that may, in his opinion, be necessary and the Contractor upon receipt of such an order shall act as follows:

- a) Increase or decrease the quantity of any work included in the Contract.
- b) Omit any work included in the Contract.
- c) Change the character or quality of kind of any work included in the Contract.
- d) Execute extra and additional work of any kind necessary for completion of the works.
- e) If needed substituted item shall be executed based on reasonable rate of DSR 2007 or Market Rate.

- 4.11.2 Variation by Engineer does not vitiate the Contract

No such variation shall in any way vitiate or invalidate the Contractor be treated as revocation of the Contract, but the value (if any) of all such variations evaluated in accordance with the Engineer's sole decision shall be taken into account and the Contract Price shall be varied accordingly.

- 4.11.3 Payment for Extra, Additional, Omitted, Substituted Work.
- 4.11.3.1 The Contractor shall not be entitled to any claim of extra, additional or substituted work unless they have been carried out under the written orders of the Engineer.
- 4.11.3.2 The Engineer shall solely determine the amount (if any) to be added to or deducted from the sum named in the Tender in respect of any additional work done or work omitted by his order.
- 4.11.3.3 All additional or substituted work done or work omitted by order of the Engineer shall be valued on the basis of the rates and prices set out in the Contract, if in the opinion of the Engineer, the same shall be applicable. If the Contract does not contain any rates or prices directly applicable to the extra, additional or substituted work, the Engineer shall solely determine suitable rates in the manner deemed by him as fair and reasonable, and his decision shall be final, binding and conclusive.

4.12 Extension of Completion Time / Liquidated Damage / Risk Purchase/ Termination of Contract

4.12.1 Extension of Completion Time

Should the quantum of additional work of any kind and/or for the reasons of 'Excepted Risks' cause delay in completion of the work, the Contractor shall apply to the Engineer in writing for suitable extension of completion time within 7 days from the date of occurrence of the reason and the Engineer shall there upon consider the stated reasons in the manner deemed necessary and shall either reject the application or determine and recommend to the Owner in writing the extension period as he would deem proper for completion of the work, with or without the imposition of 'Liquidated Damage' on the Contractor. The decision of the Owner shall be binding on the Contract. If an extension of completion time is granted by the owner without imposition of Liquidated Damage, the Liquidated Damage shall apply from the date of expiry of the extended period, if the work were not completed within the extended time.

4.12.2 Liquidated Damage or Other Compensation

- 4.12.2.1 If the Contractor fails to complete the work within the stipulated date as per Contract, the Contractor shall pay as compensation (Liquidated Damage) to the Owner and not as penalty at the rate of 1% (One percent) of the total value of work (Contract Price) as mentioned in the or LOA, for every week of delay or part thereof provided always that the amount of such compensation shall not exceed 10% of the Contract Price.

4.12.3 Risk Purchase

- 4.12.3.1 Without prejudice to any of his legal rights, the Owner shall have the power to recover the said amount of compensation / damage, from any amount due or likely to become due to the Contractor. The payment or deduction of such compensation / damage shall not relieve the Contractor from his obligation to complete the work or from any of his other obligations / liabilities under the Contract and in case of the Contractor's failure and at the absolute discretion of the Engineer, the work may be ordered to be completed by some other agency or departmentally at the risk and expense of the Contractor, after a minimum 3 days notice in writing has been given to the Contractor by the Engineer or his Representative.

4.12.4 Termination of Contract

Without being liable for any compensation to the Contractor, the Owner may, in his absolute discretion, terminate the Contract in part or as a whole after giving him a minimum 7 days notice in writing, due to occurrence of any of the following reasons and decision of the Owner in this respect shall be final and conclusive:

- a) The Contractor has abandoned the Contract.

- b) In the opinion of the Engineer, either the progress of work is not satisfactory or the work is not likely to be completed within the agreed period on account of Contractor's lapses.
- c) The Contractor has failed to commence the works or has without any lawful excuse under these conditions, has kept the work suspended for at least 15 days despite receiving the Engineer's or his Representative's written notice to proceed with the work.
- d) The Contractor has failed to remove materials from Site or to dismantle or demolish and replace work for 7 days after receiving from the Engineer or his Representative the written notice stating that the said materials or work were condemned and rejected by him under these conditions.
- e) The Contractor is not executing the works in accordance with the Contract or is persistently or flagrantly neglecting to carry out his obligations under the Contract.
- f) Any bribe, commission, gift or advantage is given, promised or offered by or on behalf of the Contractor to any officer, servant or representative of the Owner and / or the Engineer or to any person on his or their behalf in relation to the execution of the Contract.
- g) The Contractor is adjudged insolvent or enters into composition with his creditors or being a company goes into liquidation either compulsorily or voluntarily.

4.12.4.1 Upon receipt of the letter of termination of work, which may be issued by the Owner, the Contractor shall hand over all the Owner's tools, plant and materials issued to him at the place to be ascertained from the Engineer, within 7 days of receipt of such letter.

4.12.4.2 In all such cases of Termination of work, the Owner shall have the Power to complete the work through any other agency or departmentally at the Contractor's risk and expense and the Contractor shall be debited any sum or sums that may be expended in completing the work beyond the amount that would have been due to the Contractor, had he duly completed the whole of the work in accordance with the Contract.

4.12.4.3 Upon termination of Contract, the Contractor shall be entitled to receive payment of only 90% of the value of work actually done or materials actually supplied by him and subject to recoveries as per Contract, provided the work done and materials conform to specifications at the time of taking over by the Owner. The payment for work shall be based on measurements of actual work done and priced at approved Contract rates or other rates, as decided by the Engineer. The payment for materials supplied shall be at the rates as decided by the Engineer, which shall in no case be more than market rates prevailing at the time of taking over by the Owner. However, taking over of materials brought to Site but not consumed in the work shall be at the discretion of the Owner, and the Owner at his absolute discretion may ask the Contractor to remove such unutilised materials from the work Site. The Owner's decision in all such cases shall be final, binding and conclusive.

4.12.4.4 The Owner shall have the power to retain all amounts due to the Contractor until the work is completed by other agency and the Contractor's liabilities to the Owner are known in all respect.

4.13 Defect Liability and Refund of Performance Guarantee

4.13.1 Contractor's Obligation for Defect Liability

The work including equipment or any component thereof are to be guaranteed for satisfactory performance for the period of six (6) Calendar months from the date mentioned in the Completion Certificate, unless otherwise agreed in writing by the OWNER / ENGINEER will be deemed as the 'Defect Liability Period'. Any defect / fault, which may appear in the work during

aforesaid guarantee period, arising, in the sole opinion of the Owner/Engineer, from the defective material and or due to improper design and or due to defective drawing or due to faulty workmanship, or not in accordance with the Contract or the instruction of the Engineer or his Representative and shall, upon the written notice of the Owner / Engineer, be amended and made good by the Contractor at his own cost within seven days of the date of such notice, to the satisfaction of the Owner / Engineer, failing which the Owner / Engineer shall have the defects amended and made good through other agency or departmentally at the Contractor's risk and cost and all expenses, consequent thereon or incidental thereto, shall be recoverable from the Contractor in any manner deemed suitable by the Engineer. During the above guarantee period, the contractor shall assume full responsibility for rectifications of any defective equipment or components thereof including all direct expenses relating to removal and repositioning of replacement/repaired equipment or component thereof and subsequent test and trial, incurred thereon without any financial implication to Owner.

4.13.2 Refund of Performance Bond

On completion of the Contract in the manner aforesaid, the Contractor may apply for the refund of his Performance Guarantee by submitting to the Engineer (a) The Receipts granted for the amount of Security held by the Owner, and (b) his 'No further claim' Certificates where upon the owner shall issue Certificate and within two months of the Engineer's recommendation, the Owner shall refund without interest the balance due against the Performance Guarantee to the Contractor, after making deduction there from in respect of any sum due to the Owner from the Contractor.

4.14 Extension of Defect Liability Period

4.14.1 The Owner shall be entitled to an extension of the Defect Liability Period for the Works or a Section if and to the extent that the Works, Section or a major item of Plant (as the case may be, and after taking over) cannot be used for the purposes for which they are intended by reason of a defect or damage. Except that a Defect Liability Period shall not be extended by more than two years.

4.15 Contractor to Search

4.15.1 The Contractor shall, if required by the Engineer, search for the cause of any defect, under the direction of the Engineer.

4.16 Clearance of Site

4.16.1 Upon receiving the Completion Certificate, the Contractor shall remove any remaining Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works from the Site.

4.16.2 If all these items have not been removed within 28 days after the Owner receives a copy of the Completion Certificate, the Owner may sell or otherwise dispose of any remaining items. The Owner shall be entitled to be paid the costs incurred in connection with, or attributable to, such sale or disposal and restoring the Site.

4.16.3 Any balance of the moneys from the sale shall be paid to the Contractor. If these moneys are less than the Owner's costs, the Contractor shall pay the out-standing balance to the Owner.

4.17 Settlement of Disputes

- 4.17.1 The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof during the tenure of after expiration/termination of this Contract.
- 4.17.2 Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party to arbitration in accordance with the provisions of Clauses hereinafter.
- 4.17.3 Any dispute pursuant to Clause 4.17.2 submitted to arbitration shall be subject to the provisions of the Arbitration and Conciliation Act, 1996 including any modification or amendment thereof for the time being in force shall apply, subject to Arbitration proceedings being held in Kolkata, India.
- 4.17.4 The matter under dispute shall be referred to an arbitral tribunal of three arbitrators, one to be appointed by each Party by designation/name and the third by the arbitrators so appointed.
- 4.17.5 In any arbitration proceeding hereunder, proceedings shall be held in Kolkata, India; the English language shall be the official language for all purposes; the decision of the arbitral tribunal shall be final and binding and shall be enforceable in the court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

SATYENDRA NATH BOSE NATIONAL CENTRE FOR BASIC SCIENCES

FORM OF TENDER
(To be filled up by the Bidder)

NAME OF WORK.....

Date _____

Tender ref No. _____

Name of Work _____

To,
The Registrar
SNBNCBS
Salt Lake, Kolkata-700098

Sir,

1. I/We the undersigned having examined the Tender Documents and the Site of Works as above hereby submit this Tender amounting to the sum as indicated in Envelope-2 and should the same be accepted hereby undertake to execute and complete all the relevant works as set forth in the Tender Documents or in default thereof to forfeit and pay to SNBNCBS, the sum of money mentioned in the aforesaid Documents.

2. I/We agree to keep the Tender open for acceptance for the period of 90 days from the due date of submission of the same and in default agree that the amount of Earnest Money deposited along with the Tender may be forfeited.

3. I/We undertake to complete and deliver the whole of the Works covered under this Tender within a period of from the Date of Commencement.

4. The Earnest Money as required in NIT is being enclosed duly endorsed in favour of SNBNCBS, Kolkata, the full value of which may be retained by SNBNCBS, in part payment of the Security Deposit as called for and in case this Tender is accepted. We also undertake, as required, to deposit, within 15 days from the date of issue of LOI or LOA (whichever is earlier), the Performance Guarantee amounting 5% of contract value as required by the terms of the Contract failing which my Earnest Money Deposit submitted herewith shall be liable for forfeiture.

5. I/We also undertake to enter into a Contract with SNBNCBS, by executing an Agreement in the prescribed Contract Agreement Form with such additions and alterations thereto which may be necessary to give effect to the acceptance of the Tender.

6. I/We hereby agree that until such Contract Agreement is executed, the said Tender Documents together with all correspondence, minutes of meeting, acceptance, etc. thereof in writing by or on behalf of the SNBNCBS, shall be the Contract.

7. My/our Sales Tax Registration no. is _____.

8. My/our Sales Tax Registration No. under Works Contract Tax is _____.

9. My/our Permanent Income Tax Account No. is _____.

Dated.....day of20..

Witness _____

Name _____

Address _____

Signature of Tenderer

Name _____

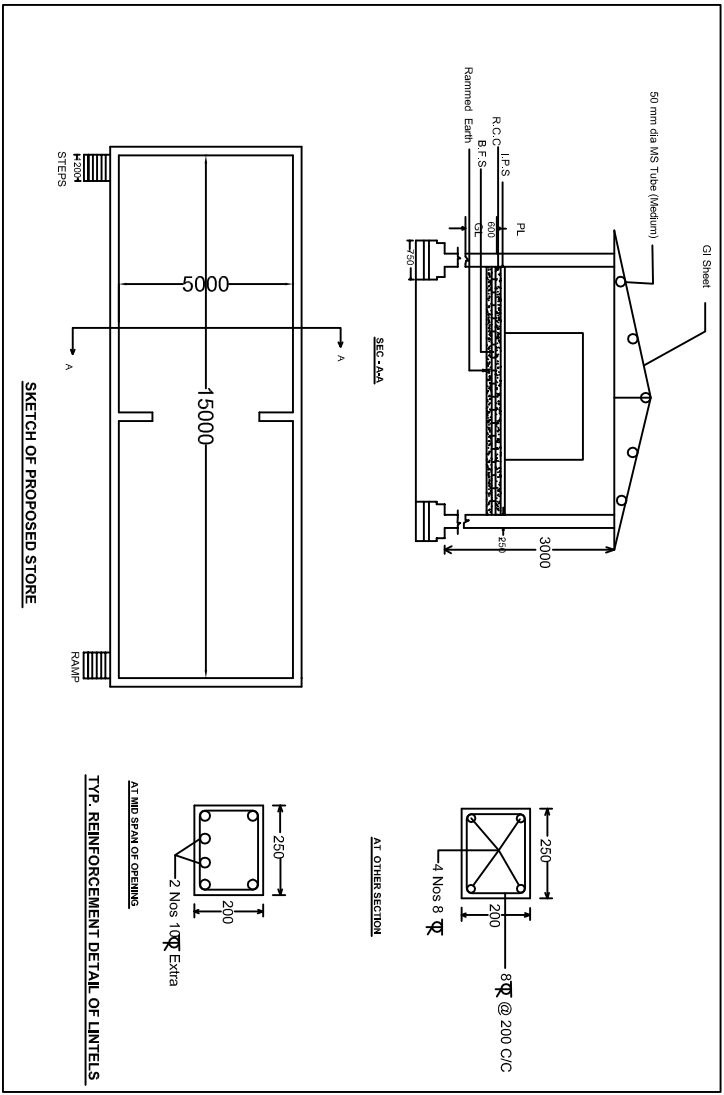
Designation _____

Address _____

Telephone No. _____

Fax No. _____

TENDER DRAWING



PRICE SCHEDULE

Tender Ref :SNB/ENGG/NIT/2011/16

Date: 23 Dec 11

Price Schedule for construction of stores at SNBNCBS

SI No	Item Description	Unit	Qty	Rate	Amount (Rs.)
1	Earth work in excavation by mechanical means (Hydraulic excavator/manual means) over areas (exceeding 30 cm in depth 1.5 m in width as well as 10 sqm, on plan) including disposal of excavated earth, lead upto 50 m and lift upto 1.5m, disposed earth to be levelled and neatly dressed. All kinds of soil	cum	25		
2	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20 cm in depth, consolidating each deposited layer by ramming and watering, lead upto 50 m and lift upto 1.5 m	cum	30		
3	Supplying and filling in plinth with silver sand under floors including, watering, ramming consolidating and dressing complete	cum	10		
4	Treatment of soil under floors using chemical emulsion @ one litre per hole , 300 mm apart including drilling 12 mm diameter holes and plugging with cement mortar 1:2 (1 cement:2 coarse sand) to match the existing floor. with chlorphriphos lindane E.C. 20% with 1% concentration	sqm	50		
5	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level: 1:3:6 (1 cement : 3 coarse sand : 6 graded stone aggregate 20 mm nominal size)	cum	5.8		
6	Providing and laying Single Brick Flat Soling	sqm	75		
7	Providing and laying in position specified grade of reinforced cement concrete excluding the cost of centering sw shuttering finishing and reinforcement - All work up to plinth level : 1:1.5:3 (1 cement : 1.5 coarse sand : 3 graded stone aggregate 20 mm nominal size)	Cum	8		
8	Brick work with FPS brick of class designation 75 in foundation and plinth in: Cement mortar 1:4 (1 cement : 4 coarse sand)	Cum	10		

SI No	Item Description	Unit	Qty	Rate	Amount (Rs.)
9	Brick work with FPS bricks of class designation 75 in superstructure above plinth level up to floor V level in all shapes and sizes in: Cement mortar 1:6 (1 cement : 6 coarse sand)	Cum	28		
10	Half Brick massonary with FPS Bricks of class designation 75 in superstructure above plinth level up to floor V level. Cement mortar 1:4 (1 cement : 4 coarse sand)	sqm	20		
11	Providing and laying damp-proof course 50 mm thick with cement concrete 1:2:4 (1cement:2 coarse sand:4graded stone aggregate 20mm nominal size)	sqm	10		
12	Centering and shuttering including strutting, propping etc. and removal of form for: Lintels, beams, plinth beams, girders, bressumers and cantilevers	sqm	25		
13	Reinforcement for RCC work including straightening, cutting, bending, placing in position and binding all complete. Thermo Mechanically Treated Bar	Kg	1000		
14	Reinforced cement concrete work in beams, suspended floors roofs having slope upto 15° landings, balconies, shelves, chajjas, lintels, bands plain window sills, staircases and spiral stair cases upto floor ive level excluding the cost of centering, shuttering, finishing and reinforcement with 1:2:4 (1 cement : 2 coarse sand ; 4 graded stone aggregate 20 mm nominal size)	Cum	4		
15	12 mm cement plaster of mix- 1:4 (1 cement : 4 coarse sand)	sqm	150		
16	20 mm cement plaster of mix 1:4 (1 cement : 4 coarse sand)	sqm	150		
17	cement plaster skirting (upto 30 cm height) with cement mortar 1:3 (1 cement : 3 coarse sand) finished with a floating coat of neat cement. 18 mm thick	sqm	25		
18	Providing and fixing G.I. pipes complete with G.I. fittings and clamps, including cutting and making good the walls etc.(TATA /JINDAL make) 75 mm dia nominal bore	metre	125		

SI No	Item Description	Unit	Qty	Rate	Amount (Rs.)
19	Providing corrugated G.S. sheet roofing including vertical / curved surface fixed with polymer coated J or L hooks, bolts and nuts 8 mm diameter with bitumen and G.I. Limpet washers or with G.I. Limpet washers filled with white lead and including a coat of approved steel primer and two coats of approved paint on overlapping of sheets complete (upto any pitch in horizontal / vertical or curved surfaces) excluding the cost of purlins rafters and trusses and including cutting to size and shape wherever required. 0.63 mm thick with zinc coating not less than 275 gm / m ² . (TATA / JINDAL make)	sqm	80		
20	Cement concrete flooring 1:2:4 (1cement:2coarse sand:4 graded stone aggregate) finished with a floating coat of neat cement including cement slurry, but excluding the cost of nosing of steps etc. complete. 40 mm thick with 20 mm nominal size stone aggregate	sqm	75		
21	Making plinth protection 50mm thick of cement concrete 1:3:6 (1cement: 3coarse sand: 6 graded stone aggregate 20 mm nominal size) over 75 mm bed by dry brick ballast 40 mm nominal size well rammed and consolidated and grouted with fine sand including finishing the top smooth	sqm	20		
22	White washing with lime to give an even shade New work (three or more coats)	sqm	200		
23	Wall painting with plastic emulsion paint of approved brand and manufacture to give an even shade. Two or more coats on new work	sqm	200		
24	supplying and fixing Rolling shutters of approved make, made of requited size M.S laths interlocked together through their entire length and jointed together at the end by end locks mounted on specially designed pipe shaft with brackets, side guides and arrangements for inside and outside locking with push and pull operation complete including the cost of providing and fixing necessary 27.5 cm long wire springs grade no 2 and MS top cover of required thickness for rolling shutters. 80 X 1.25 mm M.S. laths with 1.25 mm thick top cover.	sqm	5		
25	Providing and fixing jafri 5" X 3" in walls as a ventilator and make good the opening and finished.	Each	6		

SI No	Item Description	Unit	Qty	Rate	Amount (Rs.)
26	Providing and fixing 1mm thick M.S. sheet door with frame of 40 X 40 X 6 mm angle iron, 3mm M. S. gusset plates at the junctions and corners, all necessary fittings complete, including applying a priming coat of approved steel primer. Using flats 30 X 6 mm for diagonal braces and central cross piece	sqm	3		
27	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade. Two or more coats on new work over an under coat of suitable shade with ordinary paint of approved brand and manufacture	sqm	20		
Total					
In words Rupees.....only					

Signature of the Bidder

Address :

Date :

Office Seal :