

JAGADIS BOSE NATIONAL SCIENCE
TALENT SEARCH

1300, RAJDANGA MAIN ROAD
KOLKATA - 700 107

TENDER DOCUMENTS

FOR

BUILDING REPAIRING WORKS

AT

THE OFFICE BUILDING OF

JAGADIS BOSE NATIONAL SCIENCE
TALENT SEARCH (JBNSTS)

AT

KOLKATA

N.I.T. NO. :- JB/Bldg/repr. & maint/16-17/01 dt. January 09, 2017

ISSUED TO :-

ADDRESS :-

1. NOTICE INVITING TENDER

Sealed percentage rate tenders are invited by the Director on behalf of JAGADIS BOSE NATIONAL SCIENCE TALENT SEARCH, Kolkata from reliable & resourceful civil construction agency / firms for the work “ **Buiding Repairing Works**” at its office at 1300, Rajdanga Main Road, Kolkata – 700 107.

Intending Civil Contractor (Agency / Firm) should possess the following documents & attached one photocopy (Self attested) of each document with tender documents :-

- a) Income Tax PAN Card.
- b) Valid Trade Licence Certificate.
- c) VAT registration certificate

1.1 **Collection of Tender Documents :-** The tender document can be obtained from the official website of JBNSTS i.e www.jbnsts.org or may be obtained from its office at 1300, Rajdanga Main Road, Kasba, Kolkata-700 107 from 09.01.2017 (Monday) to 24.01.2017 (Tuesday) on all working days between the hours of 12.00 P.M. to 03.00 P.M..

1.2 **Amendment of Tender Documents :-** JBNSTS, Kolkata -700 107 reserves the right to modify the Tender Document before the last day of submission tenders by issuing Addenda which shall be part of the Tender Documents. The amendment, if any, will be notified.

1.3 **Pre Bid Inspection :-** Intending agency / firm may visit the site to inspect or for any quires related to the work from 16.01.2017 (Monday) to 18.1.2017 (Wednesday) between the hours of 12.00 P.M. to 03.00 P.M.

Signature of Contractor

Director, JBNSTS

Contd.- P/2

- 1.4 **Validity :-** The Price Offer must remain valid for Ninety (90) days from the date of opening the tender, otherwise the same will not be considered at all.
- 1.5 **Submission :-** The tender should be dropped in the tender box kept at the JBNSTS ground floor office in a sealed envelop . The last date of the tender submission is on **24.01.2017 up to 12.00 hours IST.** Tenders will be opened on **25.01.2017 at 3.00 pm.** In case of any change of time & date of tender opening, contractor /Agency / Firm will be informed (Notice /Phone / SMS) about any change. For details , please refer to clause 3.6 (Instruction to tenderers)
- 1.6 **Rejection :-** If the tender documents are not received according to the instructions detailed herein, or are conditional, they shall be liable for rejection. The correction or remarks, if any, shall be clearly legibly handwritten and signed by the authorized signatory. JBNSTS reserves the right to reject any or all tender(s) without assigning any reason thereof.
- 1.7 **Facility :-** Store, Electric Power (220V) & Water Supply.

2. WORK DESCRIPTION AND SCOPE OF WORK

- 2.1 **Work Description :-** As stated in the “SCHEDULE OF QUANTITIES AND RATES” given in Annx. 1
- 2.2 **Scope of Work, Specifications :-**

As stated in the “SCHEDULE OF QUANTITIES AND RATES” given in Annx. 1. However, the quantity and items of work are indicative in nature only. For details , see clause 4.9 (Variation and its Valuation)
- 2.3 **Site Consultation :-** The work shall be carried out in consultation with the authorised officer / agency of JBNSTS.

Signature of Contractor

Director, JBNSTS

Contd.- P/3

3. INSTRUCTIONS TO THE TENDERER

- 3.1 **Return of Tender Documents :-** Tenderer must return / submit the complete tender documents alongwith all documents as mentioned in clause 1 (a), (b) and (c) duly signed with official stamp on each page. Alterations to the conditions of contract, specifications, etc. will not be entertained. Any tender not so signed on all the pages is liable to be rejected.
- 3.2 **Completion Period :-** The completion period of the work is 30 (Thirty) Days. The time allowed to start the work will be 7 (Seven) Days from the receipt of Work Order & to be completed within 30 (Thirty) Days after that.
- 3.3 **Filling in Contract Price Schedule :-** Tenderer must fill the percentage rate both in figure & words. Also write the total figure & words after calculating their percentage rate offer with estimated amount.
- 3.4 **Taxes & Duties :-** Tenderer's contract price offer shall be fully inclusive of all applicable taxes & duties. No other allowances or expenses shall be admissible in this matter.
- 3.5 **Mode of Submission of Tender :-** Tenders should be submitted in a sealed envelope and to be addressed to "The Director, Jagadis Bose National Acience Talent Search, Kolkata – 700107. The envelop should contain the N.I.T. No. JB/Bldg/repr. & maint/15-16/03 and to be endorsed "**Building Repairing work at JBNSTS Building**" on it. **The tender should be** dropped in the Tender Box kept at the JBNSTS ground floor office on or before the due date & time of the Tender submission i.e. 12.00 pm (IST) of January 24, 2017.

Signature of Contractor

Director, JBNSTS

Contd.- P/4

- a) If the offers are not received according to the instructions detailed herein, they shall be liable for rejection. The quotation & remarks must be legibly written in ink. Any alterations to the percentage rates entered should be stamped and initialled by the tenderer, otherwise they shall not be considered. The specifications, quantities & units must not be altered.
- b) The Tender will be opened by the Director, JBNSTS or any other officer / person duly authorised for that purpose on **January 25, 2017 at 3.00 pm**. Tenderers or their authorised representatives may remain present at the time of opening the tender

4. GENERAL CONDITIONS OF CONTRACT

- 4.1 **Application :-** 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 **Contractor to Satisfy Himself on All Points :-** The Tenderer shall inspect and examine (As per clause no.- 1.3) area of work & surroundings & shall satisfy himself or shall be deemed to have satisfied himself before submitting his Tender Documents as to the form & nature of the site & 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.
- 4.3 **Performance Guarantee / Security Deposit :-**
 - a) Security Deposit : The successful tenderer shall need to deposit an amount equal to 10 % (ten percent) of the tender amount as security deposit. This amount shall be retained as the security money for defect liability period of one year from the date of the approval of the final bill.
 - b) This amount shall be returned, without any interest, after one year provided that no defect in the job, either quantitatively or qualitatively , is occurred and the job has been completed in full satisfaction of JBNSTS and in compliance of the specifications given herein.
 - c) In case any defect is noticed in the job during the defect liability period , the tenderer shall remain responsible for rectification of the defect at free of cost. Otherwise, the JBNSTS may engage any other agency for rectification of the said defect and the cost of the work shall be recovered from the security deposit.

Signature of Contractor

Director, JBNSTS

Contd.- P/5

- d) If the Contractor fails to carry out the work or perform or observe any of the Conditions of Contract, the said Performance Guarantee / Security Deposit shall be liable to forfeiture at the option of the JBNSTS. The JBNSTS will also be at liberty to deduct from the Performance Guarantee / 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 JBNSTS by virtue of any of the terms hereof.

4.5 The Contract & General Obligations of the Contractor (Agency / Firm) :-

- a) The contract shall be governed by acts as applicable only within jurisdiction of the High Court at Kolkata, India.
- b) The Contractor (Agency / Firm) shall at all times indemnify the JBNSTS 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 consequences of any accident or injury of any workmen, or other person whether in the employment of the Contractor (Agency / Firm) or not, and also against all cost, expenses or charges of any suit, action or proceeding arising out of such accident or injury & against all sums or sums which may with the consent of the Contractor (Agency / Firm) be paid to compromise any such claim suit or proceedings.
- c) Labour to be employed by the Contractor (Agency / Firm) on Daily Work Basis.
- d) Any labour / worker supplied by the Contractor (Agency / Firm) for the work on a daily work basis either wholly or partly under the direct orders & control of the Contractor (Agency / Firm) or his Representative, shall be still deemed to be person employed by the Contractor (Agency / Firm).
- e) The Contractor (Agency / Firm) shall employ no workmen below the age of 18 years on the work in construction of any nature.
- f) The Contractor (Agency / Firm) shall observe all the safety precautions as stipulated & necessary to ensure safety of his staff / workers as well as material. Appropriate Personal Protective Equipment (PPE), and other necessary safety equipment is to be provided to staff / workers while working and the staff / workers are to be properly trained to use such safety equipment & observe the safety norms.

Signature of Contractor

Director, JBNSTS

- g) The Contractor (Agency / Firm) shall not directly or indirectly transfer, assign or sublet the contract or any part thereof without the written permission of the JBNSTS. Even if such permission be granted, the contractor shall remain responsible (a) for the act, defaults and neglect for 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 contractor 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 (Agency / Firm) part.

- h) Contractor's (Agency / Firm) 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 be 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.

- i) The Contractor (Agency / Firm) shall provide necessary and adequate supervision during the execution of the work.

4.6 Commencement, Execution and completion of Work :-

- a) The Contractor (Agency / Firm) shall mobilize and commence on the commencement date within 7 (seven) days of the date of the work order. The Contractor (Agency / Firm) shall then proceed with the work with due expedition and without delay, except as may be expressly sanctioned or ordered by the E-I-C or his Representative, time being deemed the essence of the Contract on the part of the Contractor (Agency / Firm).

- b) Contractor to observe JBNSTS working hours. Unless specified otherwise in the Contract or prior permission of the JBNSTS has been taken, the Contractor (Agency / Firm) shall not execute the work beyond the working hours. The agency shall mutually extend all cooperation for smooth functioning of the office without interrupting its normal work.

- c) Contractor (Agency / Firm) 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 (Agency / Firm) with the approval of the E-I-C or Authority, JBNSTS . The E-I-C or Authority, JBNSTS shall exercise his sole discretion to accept and / or reject any such materials. They also arrange for ladder, scaffolding, platforms etc. For execution of the job

Signature of Contractor

Director, JBNSTS

- d) Materials / Work not acceptable :- The E-I-C or Authority, JBNSTS 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 any material which in his opinion is not the accordance with the Contract or the instruction of the E-I-C or Authority, JBNSTS (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 E-I-C or Authority, JBNSTS. The Contractor (Agency / Firm) shall comply with such order at his own expense and within the time specified in the order. If the Contractor (Agency / Firm) fails to comply, the E-I-C or Authority, JBNSTS 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 (Agency / Firm) and after giving him a written prior notice of 7 days. The Contractor (Agency / Firm) shall extend his full assistance as required by the E-I-C or Authority, JBNSTS during inspection.
- e) In order to derive Rates of Extra Items,if any, which are not included in schedule of work , E-I-C deployed by the JBNSTS at his sole discretion may adopt the following :-
- i) The Government norms shall be adopted for labour, materials content respectively.
 - ii) Where rates for extra item of works cannot be established by rate analysis as per (a) above then rate for such item shall be estimated and fixed by the E-I-C based on the market rates and assessment for labour, materials and other factor involved thereon.

4.7 Terms of Payment :-

- a) All payments shall be made on the basis of actual work done.
- b) The following payment schedule shall be followed :
 - 1st. RA bill may be submitted after completion of atleast 50% of the work.
 - 2nd. RA bill may be submitted after completion of atleast 75% of the work
 - The final bill may be submitted after completion of the job in all respect.

Payment against R.A bills and the final bill shall be made only after the job is certified by the E.I.C or any other authorised personnel, both qualitatively and quantitatively Deduction in form of security deposit and statutory deductions shall be made from each and every bill before payment. All payments shall be made by a/c payee cheque only.

Price Escalation :-

- a) 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, taxes, etc. unless specifically provided in these documents.

Signature of Contractor

Director, JBNSTS

4.8 Variation and its Valuation :-

- a) The Director, JBNSTS & the authorized person, JBNSTS shall have the power to order the Contractor (Agency / Firm) in writing to make any variation of the quantity, quality or from the works or any part thereof that may, in his / her opinion, be necessary and the Contractor (Agency / Firm) upon receipt of such an order shall act as follows :-
- (i) Increase or decrease the quantity of any work included in the Contract.
 - (ii) Omit any work included in the Contract.
 - (iii) Change the character or quality of kind of any work included in the Contract.
 - (iv) Execute extra and additional work of any kind necessary for completion of the works, that will be charges extra.
- b) 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 The Director, JBNSTS & The Authorized Person, JBNSTS.

4.9 Liquidated Damage :-

- a) Liquidated Damage or other Compensation.
- b) If the Contractor (Agency / Firm) fails to complete the work within the stipulated date as per Contract, the Contractor (Agency / Firm) shall pay as compensation (Liquidated Damage) to the JBNSTS and not as penalty at the rate of One (1.00 %) Percent of the total value of work (Contract Price) for every week of delay or part thereof provided always that the amount of such compensation shall not exceed 5% of the Contract Price.

4.10 Termination of Contract :-

- a) Without being liable for any compensation to the Contractor (Agency / Firm), The Director, JBNSTS may, in his / her absolute discretion, terminate the Contract in part or as a whole after giving the Contractor (Agency / Firm) a minimum Seven (7) days notice in writing, due to occurrence of any of the following reasons and decision of The Director, JBNSTS in this respect shall be final and conclusive ;

Signature of Contractor

Director, JBNSTS

- (i) The Contractor (Agency / Firm) has abandoned the Contract.
 - (ii) In the opinion of The Director, JBNSTS, 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 (Agency / Firm) lapses.
 - (iii) The Contractor (Agency / Firm) 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 work order from The Director, JBNSTS or The Authorized Person's, JBNSTS written notice to precede with the work.
 - (iv) The Contractor (Agency / Firm) has failed to remove materials from site.
 - (v) The Contractor (Agency / Firm) is not executing the works in accordance with the Contract or is persistently or flagrantly neglecting to carry out his obligations under the Contract.
 - (vi) The Contractor (Agency / Firm) is adjudged insolvent or enters in to composition with his creditors or being a company goes in to liquidation either compulsorily or voluntarily.
- b) Upon receipt of the letter of termination of work, which may be issued by the JBNSTS, the Contractor (Agency / Firm) shall hand over all the JBNSTS tools, plant and materials issued to them at the place to be ascertained from The Director, JBNSTS or The Authorized Person's, JBNSTS, within Seven (7) Days of receipt of such letter.
- c) In all such cases of Termination of work The Director, JBNSTS or The Authorized Person of JBNSTS shall have the power to complete the work through any other agency or departmentally at the Contractor's (Agency / Firm) risk and expense and the Contractor(Agency / Firm) 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 they duly completed the whole of the work in accordance with Contract.
- d) Upon termination of Contract, the Contractor (Agency / Firm) shall be entitled to receive payment of only 90% of the value of work actually done or materials actually supplied by them and subject to recoveries as per Contract, provided the work done and materials conform to specifications at the time of taking over by the JBNSTS. 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 E-I-C. The payment for materials supplied shall be at the rates as decided by the E-I-C, which shall in no case be more than market rates prevailing at the time of taking over by the JBNSTS. However, taking over of materials brought to site but not consumed in the work shall be at the discretion of The Director, JBNSTS or The Authorized Person, JBNSTS and The Director, JBNSTS or The Authorized Person, JBNSTS at their absolute discretion may ask the Contractor (Agency / Firm) to remove such unutilized materials from the work Site. The Director, JBNSTS or The Authorized Person, JBNSTS decision in all such cases shall be final, binding & conclusive.

Signature of Contractor

Director, JBNSTS

Contd.- P/10

- e) The Director, JBNSTS or The Authorized Person, JBNSTS shall have the power to retain all amounts due to the Contractor (Agency / Firm) until the work is completed by the other Contractor (Agency / Firm) and the Contractor's (Agency / Firm) liabilities to the JBNSTS are known in all respect.

4.11 Defect Liability & Refund of Performance Guarantee / Security Deposit :-

- a) Contractor's (Agency / Firm) obligation for Defect Liability :- The work are to be guaranteed for satisfactory performance for the period of Twelve (12) Months from the date of receiving completion certificate from E-I-C, JBNSTS or from the date of payment of the final bill, whichever is later, will be deemed as the " Defect Liability Period".
- b) Any defect / fault, which may appear in the work during aforesaid guarantee period / defect liability period, arising, in the sole opinion of The Director, JBNSTS or The Authorized Person, JBNSTS from the defective material and or due to faulty workmanship, be made good & rectify by the Contractor (Agency / Firm) at his / their own cost within Seven (7) days from written intimation of JBNSTS.
- c) Refund of Performance Guarantee / Security Deposit :- On completion of the defect liability period in the manner aforesaid, the Contractor (Agency / Firm) may apply for the refund of his Performance Guarantee / Security Deposit without any interest.

4.12 Clearance of Site :-

- a) Upon receiving the Completion Certificate by JBNSTS, the Contractor (Agency / Firm) shall remove any remaining Contractor's (Agency / Firm) equipment, surplus material, wreckage and rubbish from the Site.
- b) If all the aforesaid items have not been removed within Ten (10) Days after the JBNSTS receives a copy of the Completion Certificate, the JBNSTS may sell or otherwise dispose of any remaining items without any notice to the Contractor (Agency / Firm). JBNSTS shall be entitled to be paid the costs incurred in connection with, or attributable to, such sale or disposal and restoring the Site.

Signature of Contractor

Director, JBNSTS

Contd.- P/11

Definitions and Interpretation :-

1. **JBNSTS** :- Jagadis Bose National Science Talent Search.
1300, Rajdanga Main Road
Kolkata – 700 107
2. **E-I-C** :- Engineer in Charge engaged by JBNSTS
3. **EMD** :- Earnest Money Deposit.
4. **IST** :- Indian Standard Time.
5. **N.I.T.** :- Notice Inviting Tender.

To be filled by the JBNSTS.

Remarks (if any) :-

Signature of Contractor

Director, JBNSTS