

BOSE INSTITUTE
KOLKATA

Tender No.	BI/T/OVR/04/2017
Tender Date	02-02-2017
Tender Type	Limited

Tender Title	Construction of platform beside Vermi Compost site at Falta Experimental Farm, Bose Institute
Schedule of Work	Annexure-II
Quantity	Please refer to Annexure II

Last Date & Time for submission	10.02.2017 upto 2:00 p.m.
Date & Time for opening bids	10.02.2017 at 2:30 p.m.
Submission of Tender (address)	Tender box at Overseer Cell, (Room No. 114) Main block ground floor at Centenary Building, Bose Institute, P-1/12, CIT Scheme VII- M, Kolkata 700054
Venue of bid opening	Annexe Block, Centenary Building 033-
For any query the interested bidders may contact (Dept./Section/Div./Unit)	033-25693212

General & Special Terms & Conditions	Annexure-I
Time of completion of the work	15 (fifteen) days from the 3 rd day of receiving the work order
Bid security (earnest money deposit) if applicable	N.A.
Any other information (if applicable)	N.A.

<p>Name of the job and submission of tender should be mentioned on the envelope positively.</p> <p>Director, Bose Institute reserves the right to accept or reject any or all tenders either in part or in full. The reasons for rejecting the tender of the prospective bidder will be disclosed only when enquiries are made.</p>

Sr. Professor & In-charge, Registrar's Office

Schedule for platform beside vermi compost site at Falta Experimental Farm, Bose Institute

SL No.	Description	Qty	Unit	Rate	Amount
1.	Earth work in excavation of foundation trenches or drains, in all sorts of soil (including mixed soil but excluding laterite or sandstone) including removing, spreading or stacking the spoils within a lead of 75 m. as directed. The item includes necessary trimming the sides of trenches, levelling, dressing and ramming the bottom, bailing out water as required complete. (a) Depth of excavation not exceeding 1,500 mm	24	Cum		
2.	Ordinary Cement concrete (mix 1:1.5:3) with graded stone chips (20 mm nominal size) excluding shuttering and reinforcement if any, in ground floor as per relevant IS codes. (i) Pakur variety	16	Cum		
3.	Single Brick Flat Soling of picked jhama bricks including ramming and dressing bed to proper level and filling joints with local sand.	160	Sqm		
4.	Neat cement punning about 1.5mm thick in wall, dado, window sill, floor etc. NOTE: Cement 0.152 cu.m per100 sq.m.	180	Sqm		

**GENERAL RULES AND DIRECTION
FOR THE GUIDANCE OF CONTRACTOR**

Annexure I

1. Contractor tendering for the work should visit the site make himself thoroughly acquainted with the nature requirement of the case, facilities for access of materials source of water supply for boring purposes, removal of rubbish, working facilities, cost of carriage, freight and other charges necessary for the execution of work and shall take into consideration in their tender for any special difficulties they might encounter although these may not be mentioned in the specification, and no claim on any such accounts will be entertained.
2. Tenderer is to include in their all the Govt. taxes as will be applicable viz. Sales tax, Income Tax, all duties, Labour welfare Cess and/or any other taxes or local charges payable and no separate claim on any such account can be considered.
3. Tenderer should invariably **quoted the rates both in figures and/in words**. Tenders which do not comply with this rule will be liable to rejection.
4. Tenderer should sign each and every page of the attached specifications, conditions and schedule of items.
5. The tendered rates for the work shall be taken to be firm. The contractor shall not be entitled to any price variation or escalation on any account whatsoever.
6. Sealed tender duly signed should be submitted in triplicate in a sealed cover, super-scribed with the name of the work and addressed to the Registrar, Bose Institute, 93/1, A.P.C Road, Kolkata – 700 009.
7. The Institute reserves the right to reject any or all the tenders and is not bound to accept the lowest tender.

- : TENDER FOR THE WORK : -

I/We hereby tender for the execution for the Bose Institute of the work specified in the under-written memorandum within the time specified in such memorandum at the rate specified therein, and in accordance in all respects with the specification, designs, drawings and instruction in writing mentioned in the conditions of contract, and with such materials as are provided for, by and in all respects in accordance with such conditions so far as possible.

-: MEMORANDUM : -

- | | |
|--------------------------------------|--|
| (a) General description of the work. | : Schedule for platform beside vermi compost site at Falta Experimental Farm, Bose Institute |
| (b) Estimated Cost | : Rs 1,60,952/- (Rupees One lakh sixty thousand nine hundred fifty two) only |
| (c) Earnest Money | : |
| (d) Security Deposit | : 10% of Bill amount. |

The security deposit will be collected by deduction from the running bills of the contractor at the rates mentioned above and the earnest money will be treated as part of the security deposit.

Contd..2

(e) Time allowed for the work is within 15 (fifteen) days from the 3rd of receiving the work order.

The tender will remain open for acceptance for 3 (Three) months from date of receipt of this work order , in whole or in part, I/We hereby agree (i) to abide by and fulfill all the terms and provisions of the said conditions annexed hereto and all the terms and provisions in notice inviting tenders so far as applicable and/or in default thereof to forfeit and pay to the Institute the sum of money mentioned in the conditions.

If I/We fail to commence the work specified in the above memorandum, I/We agree that the said Director without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money or to execute all the work referred to in the tender documents upon the terms and conditions contained or referred to therein.

Dated :

Witness :

Address :

Signature of the Contractor

Occupation :

The above tender is hereby accepted by me on behalf of the Bose Institute.

Dated : the Day of200

Signature

At Bose Institute
93/1, Acharya Prafulla Chandra Road,
Kolkata – 700 009

- : SPECIFICATION AND CONDITIONS DEFINITIONS : -

1. **INSTITUTE:** the term "Institute" hereinafter referred to shall mean Bose Institute, 93/1, Acharya Prafulla Chandra Road, Kolkata – 700 009, or its Director.
2. **ENGINEER-IN-CHARGE:** The Engineer-in-Charge shall mean the person employed by Institute for the purpose of superintending the works.
3. The "Contract" means the documents forming the tender and acceptance thereof together with the document referred to therein including these conditions, the specifications, designs, drawings, and instructions issued from time to time by the director, Bose Institute or his authorized representative or the Engineer-in-charge and all these documents taken together shall be deemed to form one contract.
4. The expression work shall be construed and taken to mean the work by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.
5. The "Site" shall mean the land and/or other places on, into or through which work is to be executed.

6. The "Contractor shall mean the individual or firm or Company, whether incorporated or not, undertaking the works and shall include the legal personal representative or such individual or the successors of such firm or company.

Words imparting the singular number include the Plural number and vice versa.

- : **CLAUSES** : -

1. The time allowed for carrying out the work shall be 15 (fifteen) days from the 3rd day of receiving the work order. The work shall through out the stipulated period of the contract be processed with due diligence and the contractor shall pay or allow the institute to realize the sum equivalent to 1% of the total cost of work per week subject to a maximum limit of 10% of the Order value or final bill amount whichever is greater as agreed compensation for delay for the period during which the said work shall remain incomplete beyond the time of completion. Notwithstanding above, the director, Bose Institute may at his discretion reduce the amount of compensation and his decision in writing shall be final provide always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed ten percent on the estimated cost of the works as shown in the tender.
2. The employer may without prejudice to his right against the contractor in respect of any delay or inferior workmanship or otherwise or to any claims or damage in respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in the following cases: -
- (i) If the contractor having been given by the Engineer-in-charge a notice in writing to rectify reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or un-workman –like manner shall omit to comply with the requirement of such notice for a period of 7 day thereafter or if the contractor shall delay or suspend the execution of the work so that either in the judgment of the employer (which shall be final and binding) he will be unable to secure completion of the work by the date of completion or he has already failed to complete the work by that date.
- (ii) If the contractor commits breach of the terms and conditions of this contract.
3. When the contractor has made himself liable for action under (2) above the employer shall have power: -
- (a) To determine or rescind the contract as aforesaid (of which termination or recession notice in writing to the contractor by the Institute shall be conclusive evidence). Upon such determination or rescission the security deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of the Institute, and
- (b) After giving notice to the contractor to measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if, the whole work had been executed by him (of the amount of which excess the certificate in writing of the Engineer-in-charge shall be final and conclusive) be deducted from any money due to him by the Institute under this contract.

In the event of above course being adopted by the institute the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of contract. And in case action is taken as aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work there to or actually performed under this contract unless and until the Engineer-in-charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value as certified.

4. If the contractor shall beside extension of time of completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Director, Bose institute within thirty days of the date of hindrance on account of which he desires such extension, the director shall if in his opinion (which shall be final) grounds are reasonable authorize such extension of time if any as may in his opinion be necessary and proper, without however involving any escalation of cost or compensation thereof.

5. Within one week of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-Charge and within 10 days of the receipt of such notice the Engineer –in-Charge shall inspect the work and if there is no defect in the work shall furnish the contractor with a certificate of completion, otherwise a provisional certificate and/or (b) for which payment will be made at reduced rates, shall be issued but no certificate of completion, provisional or otherwise shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed, where all scaffoldings, surplus materials, rubbish and all huts and sanitary arrangements required for his work people on the site in connection with the execution of the works as shall have erected for constructed by the contractor and cleaned off the dirt from all wood work, doors, windows, walls, floors or other parts of any building, in upon or about which the work is to be executed or of which he may have had possession for the execution thereof and not until the measurements of the work certified by the Engineer-in-Charge. If the contractor shall fail to comply with requirements of this clause on or before the date fixed for the completion of the contractor remove such scaffolding surplus materials rubbish etc. and dispose of the same as he thinks fit and the contractor shall have no claim in respect of any such scaffoldings or surplus, materials as aforesaid except for any sum actually realized by the sale thereof.
6. A bill shall be submitted by the contractor each month, duly supported by detailed measurements, which will be certified by the Engineer-in-charge and the bill adjusted as far as possible before the expiry of fifteen days from the presentation of the bill.
7. All intermediate payment shall be regarded as payments by way of advance against the final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed, or re-erected or be considered as an admission of the due performance of the contract, or any part thereof in any respect or the accruing of any claim not shall it conclude, determine, or affect in any way the powers of the Institute under these conditions or any of them as to the final settlement and adjustment of the accounts or in any other way very or affect the contract.
8. The final bill shall be submitted by the contractor with in one month of the date of completion of the work or of the date of certificate of completion furnished by the Engineer-in-Charge and payment shall be made within 6 (Six) weeks of the date of certificate of completion furnished by the Engineer-in-Charge.
9. The contractor shall provide all materials and labour of every description except the materials shown in the attached schedule which will be supplied by the Institute at the rates mentioned therein and all tools, plants and transport necessary for the proper carrying on execution and completion of the work to the satisfaction of the Institution.
10. For materials supplied by the Institute to the contractor, the cost thereof will be progressively deducted from the contractor's bill in accordance with the quantities consumed in the work and item or items relating to these being included in the bill.
11. All materials supplied to the contractor by the Institute shall remain the absolute property of the Institute, and shall not be removed on any account from, the site of the work land shall be at all times open to inspection by the Engineer –in-Charge.
12. The Contractor shall treat all materials obtained during dismantling a structure, excavation of the site for a work etc. as Institute's property and such materials shall be disposed of to the best advantage of the institute according to instruction issued in writing by the Registrar.
13. The Contractor shall give at least seven days notice in writing to the Engineer-in-Charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof recorded before the same is covered up or placed beyond the reach of measurement, and shall not cover up and place beyond the reach of measurement any work without the written consent of the Engineer-in-Charge. If any such work shall be covered up or placed beyond the reach of measurement without such notice and the Engineer-in charge's consent the same shall be uncovered at the contractor's expenses, or in default thereof no payment or allowances shall be made for such work or the materials with which the same laws executed.

14. The Engineer-in-Charge shall have power to make any alterations in omissions from additions to or substitution for the original specification, drawings, designs and instructions that may appear to him to be necessary during the progress of the work and the contractor shall carry out the work in accordance with any such instruction given to him, in writing by the Engineer –in-Charge. Such alterations, omissions, additions or substitutions will not invalidate the contract and shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work. The rates for such additional, altered or substituted work under this claim shall be priced at the contract rates and for any such work which does not exactly agree with the description in the tender the contractor within seven days of receipt of the order to carry out such work inform the Engineer-in-Charge of the rate which it is his intention to charge, supported by analysis of the rate claimed and the Engineer-in-Charge, shall determine the rate on the basis of prevailing work market rates and pay the contractor accordingly.
15. The tender rates for the work shall be taken to be firm. The contractor shall not be entitled to any price variation or escalation of materials and labour on any account whatsoever.
16. The contractor shall not sublet or assign any portion of the work to others without written consent of the Institute.
17. The contractor shall, on the request of the Engineer-in-Charge immediately remove from the works any person employed there on by him, who may, in the opinion of the Engineer-in-Charge, be incompetent or misconducts himself.
18. The contractor shall, during the course of execution, be responsible for all damage to property and for any injury or loss caused to the work or workmen, to persons, animals, or things and also for any damage caused by fire, burglary, theft, earthquake, civil connection and other extraneous causes. He shall effect any insurance necessary and indemnify the Institute against any damage to any building, road, road curb, fence, enclosure, water pipe, cable drains, electric or telephone post or lines, trees, grassland or cultivated ground, contiguous to the premises on which the work on any part of it is being executed.
19. The security deposit, mentioned in clause 1 of this contract, shall not be refunded after the expiry of 6 (Six) months after the issue of the certificate, final or otherwise, of completion of work.
20. The contractor will remain responsible for any defect arising out of defective or improper materials or workmanship in the work for a period of six months from the date of issue final certificate by the Engineer-in-Charge to contractor shall make the same good at his own expense or in default the Engineer-in-Charge may cause the same to be made good by other workman and deduct the expense from any sum that may be there or at any time thereafter may become due to the contractor or from security deposit.
21. The contractor will have to confirm to the provisions of all local bye-laws acts relating to work and to the regulations and bye-laws etc. of the Govt. and local authorities and of any company with whose system the installations are proposed to be connected.
22. The contractor shall keep a competent, responsible and approved foreman on the works, who shall be available at all times at the site of work and who will be responsible for carrying out the true meaning of the drawings and specifications schedule of quantities and any direction and instruction given to in writing by the Engineer-in-Charge.
23. The contractor shall keep a competent, responsible and approved foreman on the works, who shall be available at all times at the site of work and who will be responsible for carrying out the true meaning of the drawings and specifications schedule of quantities and any direction and instruction given to in writing by the Engineer-in-Charge.
24. The contractor shall make his own arrangements for storage for tools, materials etc. including accommodation for their labours. The Institute, if possible, will provide space for storage of tools and materials free of charge. The Institute, however, does not guarantee providing such space and if it is not possible to provide such space, the contractor will have to make his own arrange at his own cost. No space will be provide in the Institute area for accommodation of labour and the contractor will have to make his own arrangement at his own cost.

25. Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings, and instructions herein before mentioned and as to the quality of workmanship or materials used on the works or as to any other question, claim, right matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same weather arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the person appointed by the Director, Bose Institute. The arbitrator to whom the matter is originally referred being unable to act for any reason, the said director shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with reference from the stage at which it was left by his predecessor.
26. The contractor will remain responsible for the safety and security of his own materials procured/ stacked a site for execution of works. Institute will not be responsible for any loss or thefts No complain will be entertained in this respect.
27. **Final payment may be released after compliance satisfactory report of the work provided by the respective committee.**
28. **The total work should be completed as per the AERB guide line.**
29. **If any technical assistance is required at the time of execution of the work by the vender is requested to contact with Prof. Sujoy Kr. Dasgupta / Prof. Subrata Sau or their nominated representative**