

# Central Power Research Institute

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Post Box No: 8066, Bengaluru 560 080  
Civil Engineering Division

CPRI/CED/WORKS/1332/2019-20

20<sup>th</sup> February 2020

## **NOTICE INVITING QUOTATION (NIQ)**

**Name of the work :** A/R & M/O CPRI Staff Colony at New BEL Road, Bengaluru 2019-20. SH: Labour charges for exterior wall painting of Type IV (9-16) at CPRI Colony.

**Estimated cost put to quotation - Rs.1,37,426/-**

**Period of work allowed – Two months**

**Security Deposit - @ 5% of the accepted quoted value of the work**

**EMD to be deposited : Rs.2,750/-**

Sealed item-rate quotations on behalf of Director General, Central Power Research Institute are hereby invited (item –rates to be quoted in the following Schedule-A), from approved and eligible contractors of CPWD and those of appropriate list of MES, Railways, State PWD (B &R) , or State Government department dealing with civil and construction works or specialized agency dealing with painting works for the following work “A/R & M/O CPRI Staff Colony at New BEL Road, Bengaluru 2019-20. SH: Labour charges for exterior wall painting of Type IV (9-16) at CPRI Colony.” Prescribed blank quotation forms can be obtained from the office of the Engineer-In-Charge, Civil Engineering Division, Central Power Research Institute, Bengaluru on production of necessary documentary proof of having executed at least one similar work, i.e. Painting work of magnitude not less than Rs.1,10,000/- during the past seven years ending on January 31, 2020. Blank quotations will be issued to eligible contractors on application, on all working days during office hours, up to 11.00 a.m. on **28.02.2020** , provided they produce definite proof from appropriate authority, which shall be to the satisfaction of the Engineer-in-Charge. The completed quotations along with relevant documents have to reach the office of the undersigned on or before 3.00 p.m. on **02.03.2020**. The quotations shall be opened on the same day at 3.30 p.m. by the Quotation Opening Committee in the presence of the Quotationers. The competent authority reserves the right to accept or reject any or all quotations, without assigning any reason thereof. All quotations in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.

**Engineer-in-Charge**

## **SCHEDULE-A**

### **Specifications, terms and conditions:**

1. Unless otherwise specified, all items of work shall be executed as per CPWD specification 2009.
2. The scope of the work includes,
  - Removing white or colour wash and preparing the surface.
  - Finishing with exterior emulsion paint with one or more coats.
3. Period allowed for completion of work shall be two months which shall be reckoned from the date of issue of work order or the actual date of handing over of work whichever is later.
4. The time allowed for completion of work is two months & shall be strictly observed by the contractor and shall be deemed to be the essence of the contract / work order. The contractor shall pay as compensation an amount equal to 0.25% of the estimated cost put to quotation or such smaller amounts to CPRI for every week the work remains unfinished after the proper dates, provided that the maximum amount of compensation under the provision of this clause does not exceed 2.5% of estimated amount put to quotation of Rs.1,37,426/-.The actual quantum of compensation payable by the contractor to CPRI for delayed performance shall be decided by the Chairman, High Power Committee CPRI, Bengaluru.
5. The contractor must strictly follow the provisions of contract Labour (Regulation & Abolition) Act, 1970 of Government of India and The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996.
6. The contractor shall comply with the provisions of the Payment of Wages Act 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Dispute Act, 1947, Maternity Benefits Act, 1961, or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.
7. The contractor shall indemnify CPRI against payments to be made under and for the observance of the laws aforesaid and the Contractor's Labour regulations, without prejudice to his right to claim indemnity from his sub-contractors.
8. Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen, directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.
9. The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.
10. The contractor shall follow the provision of CPWD safety code contained in GCC for CPWD Works-2010 incorporating amendments upto O.M. No. DGW/CON/280 dated 25.06.2014 with upto date amendments.
11. The Engineer-in-Charge may without prejudice to his right against the contractor in respect of any delay or inferior workmanship or otherwise or to any claim for damages in respect of any breaches of the contract/work order and

without prejudice to any rights or remedies under any of the provisions of the work order/contract or other wise and whether the date of completion has or has not elapsed by notice in writing absolutely determine or rescind the contract/work order.

12. Income tax at the prescribed rate shall be deducted from the contractor, at source, from the bills payable to him.

13. The contractor must arrange all the tools and plant, required for execution of the work at his own cost.

14. Water & Electricity required for the above said work shall be provided by CPRI free of cost. The contractor shall make his own arrangement for tapping it from the specified source at his own cost.

15. The rate quoted for the item of work shall be inclusive of all taxes and levies, but excluding GST, payable under respective statute. However, if any further tax or levy or cess is imposed by statute, after the last stipulated date for receipt of quotations, including extensions, if any, and the contractor thereupon necessarily and properly pays such taxes/levies/cess, the contractor shall be reimbursed the additional tax amount so paid, provided such payments, if any, is not, in the opinion of The Chairman, High Power Committee ( HPC) ( whose decision shall be final and binding on the contractor) attributable to delay in execution of work, within the control of the contractor.

(a) The onus of complying with the statutory obligations of making payment of GST to the GST department lies with the contractor. The contractor shall make mention of his GST No. and CPRI's GST No. in the invoice to be raised after completion of work.

16. Quotationers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their quotations as to the condition of the buildings, the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to the risks, contingencies and other circumstances which may influence or affect their quotation. A quotationer shall be deemed to have full knowledge of the site, whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The quotationer shall be responsible for arranging and maintaining at his own cost all materials, tools and plants, electricity access, facilities for workers and all other services required for executing the work, unless otherwise specifically provided for in the quotation document.

17. Earnest money for an amount of Rs.2,750/- should be deposited along with the filled quotation in the form of DD / Banker's Cheque issued by any of the Scheduled bank guaranteed by Reserve Bank of India. DD shall be drawn in favour of the Accounts Officer , CPRI ,Bangalore against EMD.

“ The quotation for the work / ~~supply~~ shall have validity for 15 days from the date of opening of quotations. CPRI shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the earnest money if any quotationer withdraws his quotation during validity period or makes any modification in the terms and conditions of the quotation which are not acceptable to the department , and to forfeit absolutely if the quotationer, whose quotation is accepted, fails to commence the work / ~~supply~~ specified in the NIQ (along with changes in the scope , if any) in the prescribed time or abandons the work / ~~supply~~ before its completion.

18. Security deposit (SD) of 5% of gross value of the bill shall be recovered from the bill/s payable to the contractor. The EMD of the contractor whose quotation is accepted shall be adjustable against the SD. The same shall be refunded to the contractor after successful completion of the work and after making good of any defects in the work noticed during the maintenance liability period of one month from the actual date of completion of the work, among other conditions.

19. The decision of the Engineer-In-Charge in all the matters arising out of the operation of the work order shall be final and binding.

20. Settlement of disputes and arbitration: In case of arising of any dispute on account of operation of this work order, based on this quotation the same shall be resolved in accordance with the provisions of clause 25 of CPWD general conditions of the contract Form 7/8 of the edition CPWD GCC 2014 form-8 , incorporating amendments upto O.M. No. DGW/CON/280 dated 25.06.2014 with upto date amendments.

21. Deviation limit applicable: 50% applicable for individual items of work. Any item of work executed beyond the stipulated deviation limit shall be paid based on the local market rate in accordance with provision of clause 12.2 of CPWD General Condition of contract -2014 incorporation Amendment upto O.M. No. DGW/CON/280 dated 25.06.2014 with upto date amendments

22. (a) After completion of the work and also at any intermediate stage in the event of non-reconciliation between materials issued or consumed or balance in accordance with provision of Clause10 of CPWD GCC-2010 incorporating amendments upto O.M. No. DGW/CON/252 dated 08.01.2010; theoretical quantity of materials issued by the Central Power Research Institute for use in the work shall be calculated on the basis and method given hereunder:

Schedule / statement for determining theoretical quantity of paints for exterior emulsion paint and external primer is stipulated hereunder. Variation on consumption of paint on the lower side of theoretical requirement shall not be accepted. In case of acceptance of any substandard work, suitable cost compensations towards saving in labour charges (based on local market rates) on account of use of less quantity of paint with reference to the theoretical requirement would be recovered from the bills payable to the contractor. The decision of the Engineer-in-Charge on the issue of acceptance of substandard work and in determining suitable deduction in rate(s) in the case of substandard works shall be final and binding.

Sl No.	Description of material	Coefficients for paint consumption
1.	Exterior emulsion	0.73 litre/ 10 sqm

(b) All materials so supplied to the contractor shall remain the absolute property of CPRI and the contractor shall be trusty of the stores / materials and the said stores or materials shall not be removed / disposed of from the site of the work on any account and shall be at all times open to inspection by the Engineer-In-Charge or his authorized agent. Any such stores / materials remaining unused shall be returned to the Engineer-In-Charge as in good condition in which they were originally supplied at a place directed by him, at a place of issue or any other place

specified by him as he shall require at his (contractor's) cost . Issue of all materials specified to be issued to the contractor by the department for use in the execution of the work, in requisite quantities, will be issued to the contractor at the beginning of the working day, and he shall have to return the unused materials at the end of the day, in good condition to the department at the specified or designated stores of the department at his own cost.

© Recovery of material and recovery for excess material issued: The difference in the net quantity of materials actually issued to the contractor and the theoretical quantities including authorized variation and wastage, if not returned by the contractor or if not fully reconciled to the satisfaction of the Engineer-In-Charge, within 15 days of issue of written notice by the Engineer-In-Charge to this effect shall be recovered at the rates specified hereunder.

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION AND WASTEAGE:

- (i) Permissible variation on the lower limits of theoretical requirement: Nil
- (ii) Permissible variation on the higher limit of theoretical requirement:
  - (a) Exterior emulsion : 15%

Sl.No.	Description of item	Rates in figures and words at which recovery shall be made from the Contractor	
		Excess beyond permissible Variation on lower side	Excess used beyond permissible variation on upper side
1.	Exterior emulsion	Not applicable	Rupees five hundred and eighty per litre

23. The following declaration shall be furnished by the quotationer at the time of quoting for the work

DECLARATION

I / We declare that I / We have not been black listed by any of the State Governments / Central Governments / Public Sector Undertakings.

(Signature of Authorized person along with agency seal)

SIGNATURE OF THE CONTRACTOR

ENGINEER-IN-CHARGE

Date:

Place: