

Eastern Zonal Cultural Centre
(Ministry of Culture, Govt. of India)
Bharatiyam Cultural Multiplex
IB-201, Sector-III, Saltlake, Kolkata-700106
Ph.-(033)2335-3093/6796/6797, fax 033-23350262

ENQUIRY LETTER

F-EZCC/BDW/AMC/18

To
M/s

.....
.....
.....
.....

Sub : Renovation of Boundary wall near gate no 8 at EZCC premises.

Sir,

Please quote your rate for renovation of Boundary wall near gate no 8 at EZCC premises. Please send the sealed quotation in favour of The Director, Eastern Zonal Cultural Centre Kolkata, on and before 13th November 2018. at 1.0 pm. The quotation will be opened on the same day at 3.0pm. in front of quotationer.

Asst. Manager Tech.(Civil)

Rate quoted for renovation of Boundary wall near gate no8

Sl. No.	Description of item	Unit	Qty.	Rate	Amount
1.	Dismantling all types of masonry excepting cement concrete plain of reinforced, stacking serviceable materials at site and removing rubbish as directed within a lead of 75m. In ground floor	Cu.m	15.0		
2.	Plain Cement concrete with 40mm down graded excluding shuttering.6:3:1 proportion in ground floor	Cu.m.	0.50		
3.	Hire and labour charges for shuttering with centering and necessary staging upto 4m. using approved stout props and thick hard wood planks of approved thickness with required bracing for concrete slabs, beams, columns, lintels,, curved or straight including fitting, fixing, and striking out after completion of works(upto roof of ground floor) a) 25mm to30mm thick wooden shuttering as per	Sq.m.	10.0		
4.	Nominal mix M-20 cement concrete with graded stone chips(20mm size) excluding shuttering and reinforcement if any in ground floor	Cu.m.	1.0		
5.	Brick work with 1 st class bricks in cement mortar (6:1) a) In foundation and plinth b) In superstructure and ground floor	Cu.m. Cu.m.	6.50 1.50		
6.	Plaster(to wall, floor, ceiling, etc) with sand and cement mortar including rounding off and chamfering corners of concrete surface including throating, nosing and deep coarse where necessary(ground floor) i) With 6;1 cement mortar a) 25mm thick plaster	Sq.m.	68.0		
7.	With supply of Reinforcement including cutting, bending and transportation	Qtl.	1.2		
8.	Exterior paint	Sq.m.	68.0		
				Total	

Total.....

Signature of the agency
With seal

CONDITIONS OF Quotationer

01. Sealed quotation with Bill of Quantities, will be received by the Director, EZCC at their office upto 13.11.2018 till 1.00pm hours and the quotation will be opened on the same day at their office by the Director.
02. There should be no writings/corrections/erasures in the quotation nor any statements in regard to terms/conditions which the quotationer wishes to stipulate. These should be stated in the covering letter.
03. Quotation will be opened in the office of The Director, Eastern Zonal Cultural Centre,IB-201,Salt Lake City. Kolkata-700106, at the same day in the presence of the quotationer who may choose to be present..
04. At the time of quotation opening only the total amount will be read out twice. No break up figures or other information will be given to the quotationers.
05. The quotationers must quote his rate only on the proper form of the quotation, both in figures and words and both in decimal coinage in the respective spaces provided therefore. If the rates are not quoted in words the quotation is liable to rejection.
- 06. Sales Tax/Income Tax deduction from bills will be made as per statutory laws**
- 07. P.Tax certificate and G.S.T certificate must submitted in the quotation.**
- 08. 3 years I.T return must submitted in the quotation.**
- 09. 3 years credentials of that type job stipulated in the quotation must be submitted.**
10. The quotation submitted shall remain open for acceptance for a period of 7 days from the date of their opening.
- 11. The Owner does not bind himself to accept the lowest tender and reserves to himself the right to reject any or all of the tenders received without assignment of reason therefore.**
12. The Owner further reserve the right to delete or reduce any item or section of the bill of quantities without assigning any reason whatsoever therefore and no claim will be entertained in this regard.
- 13. The total Security Deposit shall be calculated as 10 percent(10%) on the value of work done and the same shall be deducted from the bill and pay after six month which is defect liability period.**
14. The successful quotationer, within seven days of award of the work to him.

15. The work is to be carried out as per specifications given in the tender document, in its absence the specifications of P.W.D.(standard specifications) shall be followed. The work is to be carried out generally in accordance with National Building Code(standard specifications), the West Bengal P.W.D. or specifications as the case may be and the I.S.Code in addition to the consultant's specifications, if any, forming part of the documents.
16. The contractor shall be required to cooperate and work in co-ordination with and afford reasonable facilities to other agencies/specialists as may be employed by the Owner.

CONDITIONS OF CONTRACT

Each section of the conditions of contract shall be read in conjunction with the other section of conditions of contract, special conditions of contract. specifications of work,specific requirements, drawings and any other documents forming part of this contract wherever the context so requires.

DISMISSAL OF WORKMEN

The contractor shall on the request of the Owner immediately remove from the works any person employed thereon by him who may in the opinion of the Owner, be incompetent or misconduct and such person shall not be again employed on the works without the permission of the Owner.

ASSIGNMENT AND SUB-LETTING

The whole of the works included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or sublet the contract or any part thereof or interest therein without the written consent of the Owner and so undertaking shall relieve the contractor from the full and entire responsibility of the contract or from active superintendence of the works during their progress.

NOMINATED SUB CONTRACTOR

No nominated sub contractor shall be employed on or in connection with the works against whom the contractor shall make reasonable objection or (save where the consultant and contractor shall otherwise agree) who will not enter into a contract provided.

Payment

Payment shall be made to the agency within fourteen days of the receipt of the bill.

OTHER PERSONS ENGAGED BY THE OWNER

The Owner reserves the right to issue the premises and any portions of the site for the execution of any work not included in this Contractor shall allow all reasonable facilities for the execution of such work but is not required to provide any plant or materials for the execution of such work except by special arrangement with the Owner.

SAFETY REGULATIONS

In respect of all labour, directly or indirectly employed in the work for the performance of the Contractor's part of his agreement, the contractor shall at his own expense arrange for all the safety provisions as per safety provisions as per safety codes of CPWD, Bureau of Indian Standards, the Indian Electricity Act, the mines Act and such other Acts as applicable.

SETTING OUT WORKS

The contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the position, levels, dimensions and alignment of all parts thereof. If at any time any error in this respect shall appear during the progress of the works the contractor shall at his own expense rectify such error if so require to the satisfaction of Owner

MATERIALS AND WORKMANSHIP TO CONFIRM TO DESCRIPTION

All materials and workmanship shall so far as procurable be of the respective kinds and of specifications described in the Schedule of Quantities and/or specifications and in accordance with the Owner's instructions, and the contractor shall upon the request of the Owner furnish him with all invoices, accounts, receipts and other vouchers to prove that materials comply herewith. The Contractor shall at his own cost arrange for and/or carryout any test of any materials which the Owner may require.

DEFECTS AFTER COMPLETION

Any defect, shrinkage, settlement or other faults which may appear within the Defects Liability Period as per PWD norms after the virtual completion of the works arising in the opinion of the owner from materials or workmanship[not in accordance with the Contract, shall upon the directions in writing of the Owner and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost unless the Owner shall decide that he ought to be paid for such amending and making good, and in case default the Owner may employ and pay other persons to amend and make good such defects, shrinkage, settlement or other faults and all damage, loss, and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor and such damage, loss and expenses shall be recoverable from him by the Owner or may be deducted by the Owner from any money due or that may become due to the Contractor, or the Owner may in lieu of such amending and making good by the Contractor deduct from any money to the contractor a sum, equivalent to the cost of amending such recover the balance from the contractor, together with any expenses the Owner may have incurred in connection herewith.

CERTIFICATE OF VIRTUAL COMPLETION

The works shall not be considered as completed until the owner has certified in writing that they have been virtually completed and the defects liability period shall commence from the date of such certificate.

DATE OF COMMENCEMENT AND COMPLETION

The contractor shall be allowed admittance to the site on 'Date of Commencement' he shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same (except such painting or other decorative work) as the Owner may desire to delay on or before the "Date of Completion" subject nevertheless to the provisions for extension of time hereinafter contained.

DAMAGES OF NON-COMPLETION

If the Contractor fails to complete the works by the due date or within such extended time and the Owner's certificates in writing that in his opinion the same ought reasonably so to have been completed the contractor shall pay or allow to the Owner the sum named as "Liquidated Damages": for the period during which he said works shall so remain incomplete and the Owner may deduct such damages from any money due to the Contractor.

DELAY AND EXTENSION OF TIME

If in the opinion of the Owner the works be delayed

- a) by force majeure/or
- b) by reason of any exceptionally inclement weather/or
- c) by reason of proceedings taken or threatened by or dispute with adjoining or neighbouring owners or public authorities arising otherwise than through the Contractor's own default/or
- d) by the works or delays of other contractors or trademen engaged or nominated by the Owner and not referred to the Schedule of Quantities and or/specifications or
- e) by reason of Civil commotion, local combination of workmen or strike or lockout affecting of the building traders/or
- f) in consequence of the Contractor not having received in due time necessary instructions from the Owner for which he shall have specially applied in writing.

The Owner shall make a fair and reasonable extension of time for completion of the contract works, in case of such strike or lock-out the contractor shall, as soon as may be, give written notice thereof to the Owner but the Contractor shall nevertheless constantly use this endeavour to prevent delay and shall do all that may reasonably be required to the satisfaction of the Owner to proceed with the work.

COMPENTATION FOR DELAY

The time allowing for carrying out the work as entered in the tender shall be strictly observed by the contractor shall be reckoned from the date on which the order of commence work is given to the Contractor. The works shall through out the stipulated period on contract be proceeded with all due diligence and the contractor shall pay as compensation for the work remain uncommenced, or unfinished after the proper dates. And further to ensure good progress during the execution of the work, the actor shall be bound in all cases in which the time allowed For any work exceeds one month to complete one fourth of the whole time allowed under the contract has elapsed, one half of the work before one half of such time has elapsed work, before three fourth of such time has elapsed. In the event of the contractor ailing to comply with any of the conditions herein he shall be liable to pay as compensation an amount equal to one percent, or such smaller amount as the Director (whose decision should be final) may be decide on the said estimated cost of the whole work for everyday that the due quantity of the works remains incomplete.

INSURANCE

The contractor shall a time of signing the contract insure the work and kept them insured until the virtual completion of the contract against loss of damage by fire, storm, tempest, lighting ,flood, earthquake or any other act of the God, aircraft, or any thing dropped there from aerial objects, riots, and civil commotion, in an office in the joint names of the contractor for the full amount of the contract and for any further sum if called upon do so by the Owner only, fees for assessing the claim in connection with his services generally therein, and shall not cover any property of the Owner only, fees for assessing the claim in connection with his services generally therein, and shall not cover any property of the Contractor or a Sub –Contractor or employees.

SETTLEMENT OF DISPUTES/ARBITRATION

All disputes between the parties shall be referred to the sole arbitration of The Director, EZCC or a person to be appointed resigns his appointment or vacates his office or is unable to and unwilling to act due to any reason whatsoever the Authority appointing him may appoint a new Arbitrator to act in his place. The arbitrator so appointed may from time to time with the consent of the parties enlarge the period of time for making and publishing the award. The Arbitrator shall on all matters referred to him indicate his findings giving out reasons along with the sum awarded separately on each individual items of dispute and the venue of Arbitration shall in all cases, subject to the convenience of the Arbitrator is to be a speaking order and shall be final and binding subject to the provisions of the Indian Arbitration Act 1940 or any statutory modification or re-enactment thereof.(Jurisdiction of Court of Kolkata only)

INSURANCE FOR WORKERS

The Contractor after signing the agreement, should also take up Insurance for Workman's Compensation in the joint name of the Owner and the Contractor. The premises of such Insurance polices shall be borne by the Contractor till the completion of the project. No extra claim whatsoever in this regard shall be allowed.

Eastern Zonal Cultural Centre
(Ministry of Culture, Govt. of India)
Bharatiyam Cultural Multiplex
IB-201, Sector-III, Saltlake, Kolkata-700106
Ph.-(033)2335-3093/6796/6797, fax 033-23350262

ENQUIRY LETTER

F-EZCC/RAF/AMC/18
Dt.02nd Nov.2018

To
M/s

.....
.....
.....
.....

Sub : Renovation of P.V.C Floor works at Bharatiyam and Aikatan complex.

Sir,

Please quote your rate for renovation of P.V.C floor works at Bharatiyam and Aikatan complex at EZCC premises. Please send the sealed quotation in favour of The Director, Eastern Zonal Cultural Centre Kolkata, on and before 13th November 2018 at 1.0 pm. The quotation will be opened on the same day at 3.0pm. in front of quotationer.

Asst. Manager Tech.(Civil)

Rate quoted for P.V.C Floor works at Bharatiyam and Aikatan Complex

Sl. No.	Description of item	Unit	Qty.	Rate	Amount
1.	Supplying and fixing of 2mm thick(Deco foot floor make) 450mm X 450mm P.V.C floor tiles including taking out existing damaged carpet and clean the area also repairing the damage the broken edges of the steps with sand cement mortar where necessary at Purbasree Auditorium of EZCC complex	Sqft	8000.0		
2.	Supplying and fixing of 2mm thick(Deco foot floor make) 450mm X 450mm P.V.C floor tiles including taking out existing damaged carpet and clean the area also repairing the damage the broken edges of the steps with sand cement mortar where necessary at Naatghar of EZCC complex	Sqft	1500.0		
3.	Supplying and fixing of 2mm thick(Deco foot floor make) 450mm X 450mm P.V.C floor tiles including repairing the damage the broken edges of the steps with sand cement mortar where necessary at Aikatan Auditorium of EZCC complex	Sqft	2200.0		

Total.....

Signature of the agency
With seal

CONDITIONS OF Quotationer

17. Sealed quotation with Bill of Quantities, will be received by the Director, EZCC at their office upto 13.11.2018 till 1.00pm hours and the quotation will be opened on the same day at their office by the Director.
18. There should be no writings/corrections/erasures in the quotation nor any statements in regard to terms/conditions which the quotationer wishes to stipulate. These should be stated in the covering letter.
19. Quotation will be opened in the office of The Director, Eastern Zonal Cultural Centre,IB-201,Salt Lake City. Kolkata-700106, at the same day in the presence of the quotationer who may choose to be present..
20. At the time of quotation opening only the total amount will be read out twice. No break up figures or other information will be given to the quotationers.
21. The quotationers must quote his rate only on the proper form of the quotation, both in figures and words and both in decimal coinage in the respective spaces provided therefore. If the rates are not quoted in words the quotation is liable to rejection.
- 22. Sales Tax/Income Tax deduction from bills will be made as per statutory laws**
- 23. P.Tax certificate and G.S.T certificate must submitted in the quotation.**
- 24. 3 years I.T return must submitted in the quotation.**
- 25. 3 years credentials of that type job stipulated in the quotation must be submitted.**
26. The quotation submitted shall remain open for acceptance for a period of 7 days from the date of their opening.
- 27. The Owner does not bind himself to accept the lowest tender and reserves to himself the right to reject any or all of the tenders received without assignment of reason therefore.**
28. The Owner further reserve the right to delete or reduce any item or section of the bill of quantities without assigning any reason whatsoever therefore and no claim will be entertained in this regard.
- 29. The total Security Deposit shall be calculated as 10 percent(10%) on the value of work done and the same shall be deducted from the bill and pay after six month which is defect liability period.**
30. The successful quotationer, within seven days of award of the work to him.

31. The work is to be carried out as per specifications given in the tender document, in its absence the specifications of P.W.D.(standard specifications) shall be followed. The work is to be carried out generally in accordance with National Building Code(standard specifications), the West Bengal P.W.D. or specifications as the case may be and the I.S.Code in addition to the consultant's specifications, if any, forming part of the documents.
32. The contractor shall be required to cooperate and work in co-ordination with and afford reasonable facilities to other agencies/specialists as may be employed by the Owner.

CONDITIONS OF CONTRACT

Each section of the conditions of contract shall be read in conjunction with the other section of conditions of contract, special conditions of contract. specifications of work, specific requirements, drawings and any other documents forming part of this contract wherever the context so requires.

DISMISSAL OF WORKMEN

The contractor shall on the request of the Owner immediately remove from the works any person employed thereon by him who may in the opinion of the Owner, be incompetent or misconduct and such person shall not be again employed on the works without the permission of the Owner.

ASSIGNMENT AND SUB-LETTING

The whole of the works included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or sublet the contract or any part thereof or interest therein without the written consent of the Owner and so undertaking shall relieve the contractor from the full and entire responsibility of the contract or from active superintendence of the works during their progress.

NOMINATED SUB CONTRACTOR

No nominated sub contractor shall be employed on or in connection with the works against whom the contractor shall make reasonable objection or (save where the consult and contractor shall otherwise agree) who will not enter into a contract provided.

Payment

Payment shall be made to the agency within fourteen days of the receipt of the bill.

OTHER PERSONS ENGAGED BY THE OWNER

The Owner reserves the right to issue the premises and any portions of the site for the execution of any work not included in this Contractor shall allow all reasonable facilities for the execution of such work but is not required to provide any plant or materials for the execution of such work except by special arrangement with the Owner.

SAFETY REGULATIONS

In respect of all labour, directly or indirectly employed in the work for the performance of the Contractor's part of his agreement, the contractor shall at his own expense arrange for all the safety provisions as per safety provisions as per safety codes of CPWD, Bureau of Indian Standards, the Indian Electricity Act, the mines Act and such other Acts as applicable.

SETTING OUT WORKS

The contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the position, levels, dimensions and alignment of all parts thereof. If at any time any error in this respect shall appear during the progress of the works the contractor shall at his own expense rectify such error if so require to the satisfaction of Owner

MATERIALS AND WORKMANSHIP TO CONFIRM TO DESCRIPTION

All materials and workmanship shall so far as procurable be of the respective kinds and of specifications described in the Schedule of Quantities and/or specifications and in accordance with the Owner's instructions, and the contractor shall upon the request of the Owner furnish him with all invoices, accounts, receipts and other vouchers to prove that materials comply herewith. The Contractor shall at his own cost arrange for and/or carryout any test of any materials which the Owner may require.

DEFECTS AFTER COMPLETION

Any defect, shrinkage, settlement or other faults which may appear within the Defects Liability Period as per PWD norms after the virtual completion of the works arising in the opinion of the owner from materials or workmanship[not in accordance with the Contract, shall upon the directions in writing of the Owner and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost unless the Owner shall decide that he ought to be paid for such amending and making good, and in case default the Owner may employ and pay other persons to amend and make good such defects, shrinkage, settlement or other faults and all damage, loss, and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor and such damage, loss and expenses shall be recoverable from him by the Owner or may be deducted by the Owner from any money due or that may become due to the Contractor, or the Owner may in lieu of such amending and making good by the Contractor deduct from any money to the contractor a sum, equivalent to the cost of amending such recover the balance from the contractor, together with any expenses the Owner may have incurred in connection herewith.

CERTIFICATE OF VIRTUAL COMPLETION

The works shall not be considered as completed until the owner has certified in writing that they have been virtually completed and the defects liability period shall commence from the date of such certificate.

DATE OF COMMENCEMENT AND COMPLETION

The contractor shall be allowed admittance to the site on 'Date of Commencement' he shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same (except such painting or other decorative work) as the Owner may desire to delay on or before the "Date of Completion" subject nevertheless to the provisions for extension of time hereinafter contained.

DAMAGES OF NON-COMPLETION

If the Contractor fails to complete the works by the due date or within such extended time and the Owner's certificates in writing that in his opinion the same ought reasonably so to have been completed the contractor shall pay or allow to the Owner the sum named as "Liquidated Damages": for the period during which he said works shall so remain incomplete and the Owner may deduct such damages from any money due to the Contractor.

DELAY AND EXTENSION OF TIME

If in the opinion of the Owner the works be delayed

- g) by force majeure/or
- h) by reason of any exceptionally inclement weather/or
- i) by reason of proceedings taken or threatened by or dispute with adjoining or neighbouring owners or public authorities arising otherwise than through the Contractor's own default/or
- j) by the works or delays of other contractors or trademen engaged or nominated by the Owner and not referred to the Schedule of Quantities and or/specifications or
- k) by reason of Civil commotion, local combination of workmen or strike or lockout affecting of the building traders/or
- l) in consequence of the Contractor not having received in due time necessary instructions from the Owner for which he shall have specially applied in writing.

The Owner shall make a fair and reasonable extension of time for completion of the contract works, in case of such strike or lock-out the contractor shall, as soon as may be, give written notice thereof to the Owner but the Contractor shall nevertheless constantly use this endeavour to prevent delay and shall do all that may reasonably be required to the satisfaction of the Owner to proceed with the work.

COMPENTATION FOR DELAY

The time allowing for carrying out the work as entered in the tender shall be strictly observed by the contractor shall be reckoned from the date on which the order of commence work is given to the Contractor. The works shall through out the stipulated period on contract be proceeded with all due diligence and the contractor shall pay as compensation for the work remain uncommenced, or unfinished after the proper dates. And further to ensure good progress during the execution of the work, the actor shall be bound in all cases in which the time allowed For any work exceeds one month to complete one fourth of the whole time allowed under the contract has elapsed, one half of the work before one half of such time has elapsed, before three fourth of such time has elapsed. In the event of the contractor ailing to comply with any of the conditions herein he shall be liable to pay as compensation an amount equal to one percent, or such smaller amount as the Director (whose decision should be final) may be decide on the said estimated cost of the whole work for everyday that the due quantity of the works remains incomplete.

INSURANCE

The contractor shall a time of signing the contract insure the work and kept them insured until the virtual completion of the contract against loss of damage by fire, storm, tempest, lighting ,flood, earthquake or any other act of the God, aircraft, or any thing dropped there from aerial objects, riots, and civil commotion, in an office in the joint names of the contractor for the full amount of the contract and for any further sum if called upon do so by the Owner only, fees for assessing the claim in connection with his services generally therein, and shall not cover any property of the Owner only, fees for assessing the claim in connection with his services generally therein, and shall not cover any property of the Contractor or a Sub –Contractor or employees.

SETTLEMENT OF DISPUTES/ARBITRATION

All disputes between the parties shall be referred to the sole arbitration of The Director, EZCC or a person to be appointed resigns his appointment or vacates his office or is unable to and unwilling to act due to any reason whatsoever the Authority appointing him may appoint a new Arbitrator to act in his place. The arbitrator so appointed may from time to time with the consent of the parties enlarge the period of time for making and publishing the award. The Arbitrator shall on all matters referred to him indicate his findings giving out reasons along with the sum awarded separately on each individual items of dispute and the venue of Arbitration shall in all cases, subject to the convenience of the Arbitrator is to be a speaking order and shall be final and binding subject to the provisions of the Indian Arbitration Act 1940 or any statutory modification or re-enactment thereof.(Jurisdiction of Court of Kolkata only)

INSURANCE FOR WORKERS

The Contractor after signing the agreement, should also take up Insurance for Workman's Compensation in the joint name of the Owner and the Contractor. The premises of such Insurance policies shall be borne by the Contractor till the completion of the project. No extra claim whatsoever in this regard shall be allowed.

