



ASSAM UNIVERSITY: SILCHAR
NOTICE INVITING TENDER

Assam University, Silchar, invites sealed tender with a validity period of 180 (One hundred eighty) days from the date of receipt of tender in prescribed format available in the Engineering Section of Assam University, Silchar from the Govt. Registered Electrical contractors of APWD/CPWD/APDCL enlisted of appropriate class and category having valid registration for the work as mentioned below:-

Name of Work	Estimated Cost	EMD	Time of Completion	Cost of Tender Paper	Last date of submission of Tender	Due date and time for opening of sealed tender Paper
Supply and fitting fixing of LED light in the B.C. Paul Seminar Hall & Administrative building, AUS.	₹ 3,10,725/-	₹ 6,500/-	30 (thirty) Days	₹ 500/-	08.03.2018 up to 2.00pm	08.03.2018 at 3.00pm

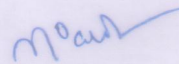
The eligible Contractor who are financially sound and proficient in the similar nature of works are to quote their rate in item wise basis and rate should be inclusive of all taxes & incidental charges. Self-attested copy of (i) Valid registration certificate (ii) GST Registration (iii) PAN Card (Where PAN of the deducted is not available, Tax at higher of the prescribed rate or 20% will be deducted on all transactions) (iv) Bank Solvency (V) Work experience on similar nature of work duly signed are to be enclosed with the tender without which the tender will not be accepted.

The interested bidder may examine the nature of work available in Engineering Section and visit the site to satisfy them about the scope of the work before submitting the tender. The duly filled in tenders can be submitted by hand in the Tender Box at Engineering Section, Administrative Building, Assam University, Silchar on 08.03.2018 up to 2.00pm. Tenders will be opened on 08.03.2018 at 3.00pm in presence of the tenderers or their authorized representatives.

The detail NIT may be obtained from the Engineering Section, Assam University, Silchar on all working days from 01.03.2018 to 08.03.2018 upto 12.00 noon by submitting necessary application fees in Cash at the cash counter of the University and Tender document can also be downloaded from University web site www.aus.ac.in for which nonrefundable tender fees of Rs.500/- per tender payable in DD (Drawn in favour of Assam University, Silchar) to be enclosed as application fees along with tender document. If the office remains close for any reason, the tender will be received/opened on next working day at same time and place. The contractor will have to pay AGST and other Taxes as per Govt. Notification prevailing in the state.

The University does not bind itself to accept lowest tender and reserves the right to reject any or all the tenders received by recording clear, logical reasons. Canvassing in any form will be a disqualification for submission of the tender including submission of tender to the university in future.

No. AU/ENGG/MAINT/ELEC-03/2018


Executive Engineer
Date :-28.02.2018

Copy to:-

1. PS to VC for kind information of the Hon'ble Vice-Chancellor.
2. PS to Finance Officer, AUS, for kind information of the Finance Officer.
3. PS to Registrar, AUS, for kind information of the Registrar.
4. The Director Computer Centre, AUS, for information & with a request to upload the aforesaid notice in University website
5. Notice Board.
6. File.


Section Officer (Engg)



TECHNICAL BID

Tender for Supply and fitting fixing of LED light in the B.C.

Paul Seminar Hall, AUS.



ASSAM UNIVERSITY, SILCHAR

(A Central University Established by an Act of Parliament)

Silchar-788011, Assam, India.

Certified that both Technical & Price Bid contains (20) pages including the cover page.



ASSAM UNIVERSITY, SILCHAR

(A Central University Constituted under Act. XXIII of 1989)
Silchar – 788011, Assam, India.

File No:-**AU/ENGG/MAINT/ELEC-03/2018**

Date:-28.02.2018

NIT/ TENDER PAPER

Name of works: - Supply and fitting fixing of LED light in the B.C. Paul Seminar Hall, AUS.

- Cost of Tender Paper: Rs.500/-
- Estimated Cost: Rs.1,57,475/-
- Earnest Money: Rs.3,200/-
- Last date of issue of tender paper: 08.03.2018 up to 12 noon.
- Last date of submission of tender paper: 08.03.2018 up to 2 pm.
- Date and Time of Opening Bid: 08.03.2018 at 3 pm.

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- ❖ SECTION-1 : Notice Inviting Tender & Tender Condition.
- ❖ SECTION-2 : Proforma Of Submission Of Quotation.
- ❖ SECTION-3 : General Rules & Direction.
- ❖ SECTION-4: Terms & Conditions Governing the Tender and Execution of Contract Thereof.



Check List:

1. Valid Registration certificate of Central Govt. / State Govt./PSU , as per pro forma 2(a).
2. Certificate in respect to satisfactory completion of similar nature of works under Central Govt./ State Govt. / Central PSU department during last 7(Seven) years ending 31.01.2018 , as per pro forma 3(a).
 - i. Three works costing not less than the amount equal to 40 % of estimated cost.

Or
 - ii. Two works costing not less than the amount equal to 60 % of estimated cost.

Or.
 - iii. One work costing not less than the amount equal to 80 % of estimated cost.

Note: Works completion Certificate should be issued by officer not below the rank of Executive Engineer or equivalent. Work order shall not be considered as proof for works completion.

3. Financial Solvency certificate @ 40% or more of the estimated cost for each work , issued in the current financial year from any nationalized bank, as per pro forma 2(b).
4. Service Tax Registration No (Copy to the enclosed).
5. PAN /GST/TIN Details (Xerox copy self-attested)

Signature of Agency / Contractor



SECTION -1

File No. **AU/ENGG/MAINT/ELEC-03/2018**

Date:- 28.02.2018

NOTICE INVITING TENDER

Sealed Item rate tenders in two bid system valid for 180 days are invited from Registered Electrical Contractors having valid registration & license of CPWD/MES/State PWD/PSU of appropriate class and category for the works of "Supply and fitting fixing of LED light in the B.C. Paul Seminar Hall, AUS.

Last Date of submission of bid is 08.03.2018 up to 2 pm.

Sd/-

Executive Engineer



TENDER CONDITIONS:

1. The Tenderer shall quote his rate as per NIT & the Terms and Conditions enclosed in the Tender document.
2. Tender Documents can be obtained from the Engineering Section of Assam University during working hours against written request and on payment of **Rs.500/- (Five hundred only)** either in cash or by demand draft drawn in favor of Assam University, Silchar, payable at Silchar.
3. **The Earnest Money Deposit (EMD) of Rs.3,200/-** mentioned above is absolutely mandatory and shall be enclosed along with the tender in the form of **Bank Draft/ FDR /Call Deposit drawn in favor of the Assam University, Silchar** from a scheduled /nationalized bank only, failing which the tender will not be accepted.
4. **Mode of Submission of tender Document:**
 - A. **EMD to be sealed in Envelop No-1**
 - B. **Technical Bid is to be sealed in Envelop No-2**
 - C. **Price Bid is to be sealed in Envelop No-3**
 - D. **Envelop No-1,2&3 to be inserted in a single Envelop-4 , properly sealed and super scribing Name of Work, Closing Date & Name of Agency/Contractor on the cover of the Envelop-4**
 - E. **The tender submitting parties should confirm submission of tenders through email to AUS ID : ps_vc@aus.ac.in**
 - F. **N.B Sealed Means: Sealing by Wax/Gum/Any Type of Adhesive Tape etc. but not pinned or stapled.**
5. Tenders should be valid for 180 days from the date of opening of the tenders and may have to be extended further if considered necessary by the University. No reasons will be assigned for extension and no withdrawal shall be allowed. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, which-ever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the University, then the University shall, without prejudice to any other right or remedy, be at liberty to forfeit the said Earnest Money Deposit.
6. **The time allowed for completing the work will be 30 (thirty) days from the day of written order to commence the work.**
7. Tenderer are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), 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 risks, contingencies and other circumstances which may influence or affect their tender. A tenderer 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 tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents and has made himself aware of the scope and specifications of the work to be done



and of conditions and rates at which stores, tools and plant, etc. Will be issued to him by the University and local conditions and other factors having bearing on the execution of the work.

8. No Telex/ Tele fax/ Telegram/ E-mail of the Techno-Commercial and Price bids will be accepted. The University is not responsible for Postal. Courier delays. The parties have to ensure the receipt of bids well in time.
9. If the date of tender submission and opening happens to be unforeseen holiday, the same will be postponed to the next working day without any further intimation.
10. The University does not bind itself to accept lowest tender and reserves the right to reject any or all the tenders received by recording clear, logical reasons.
- 11. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tender submitted by the contractors who resort to canvassing will be summarily rejected.**
12. The competent authority on behalf of the University reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
13. This Notice Inviting Tender shall form a part of the contract document.
14. The successful tenderer/ contractor, on acceptance of his tender by the University, shall within 15 days from the stipulated date of start of the work sign the contract agreement in standard form consisting of the notice inviting tender, all the documents including additional conditions, specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
15. No materials will be supplied by the University.
16. In case of delay in completion of the work within the stipulated time due to reasons attributable to the contractor, Standard Liquidated Damage @ 1% of the tender accepted value shall be recovered for each day of delay from the final bill or the part there of.
17. The contractor shall obtain a valid license under the contract labour (R&A) Act, 1970, and the contract labour central rules 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986 and other labour laws. Any failure to fulfill this requirement shall attract the penal provisions of this contract arising out of the resultant no execution of the work. No labour below the age of eighteen years shall be employed on the work.
18. During Opening of tender only representative duly authorized by the agency / contractor will be allowed to be present.
19. All relevant documents submitted with the tender should be self-attested (by the agency/ contractor) and on demand original copy must be produced failing which tender will not be considered.
20. Authenticity of signatory (contractor) of tender document will be verified before finalization of tender document.
21. Tax at higher of prescribed rate or 20% will be deducted on all transactions liable to TDS, where the permanent Account Number (PAN) of the deducted is not available.



22. In case of any dispute, it would be referred to a sole Arbitrator to be appointed by the University authority. The decision of the sole Arbitrator will be final and binding to both the parties.
23. 10% security money will be retained by the University from the bill value which shall be released after 02(two) year of satisfactory completion of work.
24. EMD of unsuccessful bidder shall be released within 02 (two) months after issue of work order to the successful bidders.25.
25. **The tender shall include the condition of buy back offer of the existing Fluorescent TL/Ballast/CFL fittings/TL fittings etc as applicable that are replaced by LED luminaries.**
26. If the work is found not as per specification or abandoned by the executing contractor/agency, same will be cancelled and remaining work will be done through other contractor/agency at their cost & risk.
27. **Those bidders who accept the above terms and conditions, may submit their tender along with all relevant documents and a copy of above terms and conditions of the tender duly signed**
28. **Contractors are requested to visit & inspect the site/dept/office to access the condition of the existing electrical items – FLT/Ballast/CFL fitting etc to be replaced under buy back condition**

**Sd/
Executive Engineer**



SECTION-2

PROFORMA – 2(a)

DETAILS OF CONTRACTOR'S REGISTRATION

1. Name of Agency/ Contractor :
2. Name of the Department issued contractor's registration :
3. Registration No :
4. Class of Registration :
5. Category of Registration
6. Valid Electrical License Registration No :
7. Tender limit :
8. Validity period :

Copy of Registration certificate to be enclosed

Signature of Agency/ Contractor



PROFORMA –2(c)

FORM OF SOLVENCY CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information M/S/ Sri -----
----- having marginally noted address, a customer of our bank are /is respectable
and can be treated as good for any engagement up to a limit of Rs----- (Rupees-----
-----)

This certificate is issued without any guarantee or responsibility on the Bank or any of the officers.

**(Signature)
For the Bank**

Note : In case of partnership firm, certificate to include names of all partners as recorded with the bank .

Signature of agency / contractor



PROFORMA – 3(a)

List of Similar nature of works executed during preceding 3 years under Central Govt. /State Govt. /Central PSU/ central autonomous body.

Sl.No	Name of work with brief particular thereof	Date of Commencement	Date of Completion as per work order	Actual date of completion	Contract Amount (Rs)	Name of client, contact with his complete address Phone No.

Add extra sheet if required

Sign of the company/Contractor

Date :

Note: Original or self-attested copies of work order & completion certificates from client shall be attached.



PROFORMA – 3 (b)

3. B List of ongoing works:-

Sl.No	Name of work with brief particular thereof	Date of commencement	Date of completion as per work order	Contract Amount (Rs)	Name of client , contact with his complete address and Phone No.

Add extra sheet if required.

Seal & Signature of the company/Contractor

Date:

Note : Original or self-attested copies of work order from client shall be attached.



TENDER

I/We have read and examined the notice inviting tender, schedule, specifications applicable, General Rules and Directions, Conditions of contract and special conditions , schedule of rate and other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work .

I/We hereby tender for the execution of the work specified for AUS , Silchar within the time specified and in accordance in all respects with the specification, designs drawings and instructions in writing referred to in General Rule and Directions and in the conditions of contract and with such materials as are approved by the University Authority, and in respects in accordance with, such conditions so far as applicable .

I/We agree to keep the tender open for -----days from the due date of submission thereof and not make any modifications in its terms and conditions.

A sum of **Rs.3,200/-** is hereby forwarded in FDR/ Call deposit in favour of Assam University, Silchar of scheduled Bank as earnest money. If I/We, fall to commence the work specified I/We agree that the A.U. Silchar or his authorized officer successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to therein and to carry out such deviations as may or orders, up to maximum of the percentage mentioned in the conditions of contract and those in excess of limit at the rates to be determined in accordance with the provision mentioned in the tender form.

I/We agree that should I/We fall to commence the work specified in the above memorandum, an amount equal to the amount of the earnest money mentioned in the form of the invitation of tender shall absolutely be forfeited to the Silchar and the same may be the option of the competent authority on behalf of the A.U. Silchar be recovered without prejudice to any other right or remedy available in law out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me/ us under this contract or otherwise.

Date :-

Signature of Contractor

Postal Address & Tele No.



SECTION –3

GENERAL RULES AND DIRECTIONS

1. SUBMISSION OF TENDER

- (a) The General Conditions of Contract for Central PWD /APWD Works shall be the guiding principles for this work. Tenderers are advised to procure the same and familiarize themselves with the provisions of the above mentioned Conditions of Contract.
- (b) The University reserves the right to alter, modify any Tender Conditions, technical specifications etc., before tender opening and may seek fresh quotation depending upon necessity, and may even withdraw/ cancel the tender, without assigning any reason.
- (c) All amendments/ revisions to tender documents issued by the University, if any, must be signed and submitted along with the tender. The tenderers are advised to submit the tender based strictly on the terms and conditions and specifications contained in the tender documents, and not to stipulate any deviations.

2. (a)Tenders shall be prepared and submitted in sealed envelope super scribed as “Tender No..... Dated:..... DUE FOR OPENING ON FOR THE WORK “. The full name, Postal address, telegraphic address and telex/ telefax /telephone No. of the tenderer shall be written at the bottom left corner of the sealed envelope.

b) Insertion, postscript, addition and alteration shall not be recognized unless confirmed by the Tender’s signature.

In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney.

3. TENDERER TO INFORM HIMSELF FULLY:

The tenderer is required to carefully examine the technical specifications and other details relating to the work given in the Tender documents and fully inform himself as to all conditions and matters that may in any effect the work or the cost thereof. The tender shall be deemed to have himself independently obtained all necessary information for the purpose of preparing the tender and his tender as accepted shall be deemed to have taken into account all contingencies as may arise due to such information or lack of the same.



PARTICULARS OF TENDER:

Last Date and Place of Tender Submission : Engineering Section, Assam University,
Silchar by **08.03.2018 up to 2.00 P.M.**

Date and Place of opening of Technical Bid : Engineering Section, Assam University,
Silchar on **08.03.2018 at 3.00 P.M**

Validity of tender: Tender shall remain valid for acceptance for a period of not less than **90 days** from the date of opening of tenders which may be required to be extended in public interest at the discretion of the University Authority.

CLARIFICATIONS:

The Tender Document issued is complete in all respect and no further clarifications are elaborated. However, in so far Technical Clarifications if any are concerned even though not binding on University can be ascertained from the University.

QUOTATION OF PRICE / RATES

This being Item Rate Tender, the tenderer shall state at what rate he will be willing to undertake the work. Rate should be quoted both in figure & words.

COMPLETION TIME:

The completion time is the essence of the contract. The Tenderer shall complete the work within the period indicated in the Notice Inviting Tender.

TRANSFER OF TENDER DOCUMENTS/ TENDERS:

Transfer of tender documents purchased by one tenderer to another is not permissible. Similarly transfer of tenders submitted by one tenderer to another is not permissible under any circumstances. The alteration of essence of tender once submitted is also not permissible.

LANGUAGE:

The Tender shall be submitted in English language only.



EARNEST MONEY DEPOSIT:

1. The tender must be accompanied by the Earnest Money Deposit pledged in favor of **Assam University, Silchar**, in the form of Demand Draft / FDR/Call Deposit as indicated in the Notice Inviting Tender. If the tenderer after submitting his tender release from his offer or modify the Terms and Conditions thereof in a manner not acceptable to the University, the Earnest Money will be forfeited. Tenders not accompanied by the earnest money deposit will not be considered and will be summarily rejected.
2. On Non-acceptance of tender, but in any case not earlier than the expiry date of the period for which the tender is kept open, the Earnest Money shall be discharged.
3. Should the Tender in question be withdrawn or cancelled by the University, which the University shall have the right to do at any time, Earnest Money will be discharged.
4. Should the successful tenderer fail or refuse to duly sign the contract within the period fixed by the University or fail/refuse to commence the work within the stipulated time, the Earnest Money shall be forfeited without prejudice to his being liable for any further loss or damage incurred in consequence by the University.

NO CLAIM FOR COMPENSATION FOR SUBMISSION OF TENDER:

The Tenderer whose tender is not accepted shall not be entitled to claim any costs, charges and expenses of any incidental to or incurred by him thorough or in connection with his submission of tender, even though the University may modify/ withdraw the Tender.

LOWEST TENDER NOT NECESSARILY TO BE ACCEPTED:

The University does not bind itself to accept lowest tender and reserves the right to reject any or all the tenders received by recording clear, logical reasons.

TENDER EVALUATION:-

The Tenders received and accepted will be evaluated to ascertain the best and lowest workable tender in the interest of the University, for the complete work covered under the technical specifications and documents.



SECTION – 4

TERMS AND CONDITIONS GOVERNING THE TENDER AND EXECUTION OF CONTRACT THEREOF.

1. DEFINITIONS:

a) Unless otherwise required by the subject or context the terms herein below shall have the following meanings.

The **Contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of Assam University and the Contract, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Registrar, Assam University and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

b) **Client** means Assam University acting through The Executive Engineer Assam University, Silchar.

c) The **Contractor** shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assigns of such individual, firm or company,

d) The expression **works** or **work** shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.

e) The **site** shall mean the land/ or other places, on, into or through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.

f) **Tender Value** means the value of the entire work as stipulated in the letter of award.

g) Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.

h) As stated in Section III, Clause 1.1, the General Conditions of Contract for Central PWD Works shall be the guiding principles for this tender. The Clauses of Contract mentioned therein shall also be applicable herein and only those Clauses that need addition, emphasis and modification in context of this tender are enumerated below. Contractors are once again advised to familiarize themselves with the General Conditions of Contract for Central PWD Works.



2. SIGNING OF CONTRACT AGREEMENT

i. On the tender being accepted by the Client, a formal contract may be signed and executed by and between the Client and the successful tendered within a time to be fixed by the Client, which shall anyhow be within 15 days from the stipulated date of start of the work.

ii. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

3. SCOPE OF WORK

i. The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labor, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with food practice and recognized principles.

ii. The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in price bid which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

4. DISCREPANCIES AND ADJUSTMENT OF ERRORS

i. The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.

ii. If there are varying or conflicting provisions made in any one document forming part of the contract, the Registrar, Assam University shall be the deciding authority with regard to the intention/ interpretation of the document and his decision shall be final and binding on the contractor.

iii. Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contracts.



5. TERMS OF PAYMENT

Subject to any deduction, which the client may be entitled to make under the Contract, **all payments to contractor on completion of the work as per approved specifications will be made through digital mode by direct credit to the bank account of the contractor on satisfactory completion report and signing of the computerized Measurement Book & bill by Site (i/c) of the proposed work and Executive Engineer without which payment will not be released. The Computerized measurement sheet must be submitted by the concerned contractor of the work for verification by the site i/c and Executive Engineer before finalization of payment of bill.**

6. SECURITY DEPOSIT

10% Security Deposit will be retained by the University from the bill value, which shall be released after two years from the date of completion of the work. During this defect liability period, any defect(s) in the work done shall be rectified by the Contractor at his/her own cost and expenses, failing which the Security Deposit will be forfeited.

7. RELEASE OF SECURITY DEPOSIT

Release of the security deposit will be done after 02 years of final acceptance of the work by the Assam University, Silchar.

8. SUB CONTRACTING OF THE WORK

The Contractor is not permitted to assign or transfer his/ their obligation or benefit under the contract either in full or in part to other individuals/ firms / agencies. However, under extreme circumstances where sub-contracting of part of the work is unavoidable, prior written permission of Client shall be taken by the Contractor.



Price Bid

Name of Work: - Supply and fitting fixing of LED light in
the Administrative building, AUS.

Estimated Cost – 1,57,475/-



Price Bid

Supply and fitting fixing of LED light in the Administrative building, AUS.

Sl No	Item Description	Quantity	Rate		Amount
			In figure	In words	
1	Supplying fitting & fixing of LED Tube Light, 20 W (Single Side Connection) tube light in the existing tube light fittings fixtures with all accessories electronic drivers, holders required for completing the installation & as directed by department..(Make: Havells (LHLDCCLXNUL8X020)/Bajaj/Phillips/jaguar)	100 Each			
2	Supplying fitting & fixing of LED Tube Light, 20 W (Double Side Connection) tube light in the existing tube light fittings fixtures with all accessories electronic drivers, holders required for completing the installation & as directed by department.(Make: Havells (LHLDDDBXEUL7Z020)/Bajaj/Phillips)	100 Each			
	Supplying fitting & fixing of 18 W LED (300 X300 mm) fixtures in CRCA corrosion resistant recess mounting IP54, in the existing CFL light fittings fixtures of 300X200 mm with all accessories electronic drivers, holders required for completing the installation with necessary cutting and fixing and making good of damage and cut with white cement/POP /Paint etc as required & as directed by department.(Make: Havells (LHECDML7PW5W018)/Bajaj/Phillips/jaguar)	43 Each			
Total					

Total Amount

=.....

Total Amount (In words) =.....

Name:-

Address:-

Ph No:-



TECHNICAL BID

Tender for Supply and fitting fixing of LED light in the
Administrative building, AUS.



ASSAM UNIVERSITY, SILCHAR

(A Central University Established by an Act of Parliament)

Silchar-788011, Assam, India.

Certified that both Technical & Price Bid contains (20) pages including the cover page.



ASSAM UNIVERSITY, SILCHAR

(A Central University Constituted under Act. XXIII of 1989)
Silchar – 788011, Assam, India.

File No:-**AU/ENGG/MAINT/ELEC-03/2018**

Date:-28.02.2018

NIT/ TENDER PAPER

Name of works: - Supply and fitting fixing of LED light in the Administrative building, AUS.

- Cost of Tender Paper: Rs.500/-
- Estimated Cost: Rs.1,53,250/-
- Earnest Money: Rs.3,100/-
- Last date of issue of tender paper: 08.03.2018 up to 12 noon.
- Last date of submission of tender paper: 08.03.2018 up to 2 pm.
- Date and Time of Opening Bid: 08.03.2018 at 3 pm.

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- ❖ SECTION-4: Terms & Conditions Governing the Tender and Execution of Contract Thereof.



Check List:

1. Valid Registration certificate of Central Govt. / State Govt./PSU , as per pro forma 2(a).
2. Certificate in respect to satisfactory completion of similar nature of works under Central Govt./ State Govt. / Central PSU department during last 7(Seven) years ending 31.01.2018 , as per pro forma 3(a).
 - i. Three works costing not less than the amount equal to 40 % of estimated cost.

Or
 - ii. Two works costing not less than the amount equal to 60 % of estimated cost.

Or.
 - iii. One work costing not less than the amount equal to 80 % of estimated cost.

Note: Works completion Certificate should be issued by officer not below the rank of Executive Engineer or equivalent. Work order shall not be considered as proof for works completion.

3. Financial Solvency certificate @ 40% or more of the estimated cost for each work , issued in the current financial year from any nationalized bank, as per pro forma 2(b).
4. Service Tax Registration No (Copy to the enclosed).
5. PAN /GST/TIN Details (Xerox copy self-attested)

Signature of Agency / Contractor



SECTION -1

File No. **AU/ENGG/MAINT/ELEC-03/2018**

Date:-28.02.2018

NOTICE INVITING TENDER

Sealed Item rate tenders in two bid system valid for 180 days are invited from Registered Electrical Contractors having valid registration & license of CPWD/MES/State PWD/PSU of appropriate class and category for the works of “Supply and fitting fixing of LED light in the Administrative building, AUS”.

Last Date of submission of bid is 08.03.2018 up to 2 pm.

Sd/-

Executive Engineer



TENDER CONDITIONS:

1. The Tenderer shall quote his rate as per NIT & the Terms and Conditions enclosed in the Tender document.
2. Tender Documents can be obtained from the Engineering Section of Assam University during working hours against written request and on payment of **Rs.500/- (Five hundred only)** either in cash or by demand draft drawn in favor of Assam University, Silchar, payable at Silchar.
3. **The Earnest Money Deposit (EMD) of Rs.3,100/-** mentioned above is absolutely mandatory and shall be enclosed along with the tender in the form of **Bank Draft/ FDR /Call Deposit drawn in favor of the Assam University, Silchar** from a scheduled /nationalized bank only, failing which the tender will not be accepted.
4. **Mode of Submission of tender Document:**
 - A. **EMD to be sealed in Envelop No-1**
 - B. **Technical Bid is to be sealed in Envelop No-2**
 - C. **Price Bid is to be sealed in Envelop No-3**
 - D. **Envelop No-1,2&3 to be inserted in a single Envelop-4 , properly sealed and super scribing Name of Work, Closing Date & Name of Agency/Contractor on the cover of the Envelop-4**
 - E. **The tender submitting parties should confirm submission of tenders through email to AUS ID : ps_vc@aus.ac.in**
 - F. **N.B Sealed Means: Sealing by Wax/Gum/Any Type of Adhesive Tape etc. but not pinned or stapled.**
5. Tenders should be valid for 180 days from the date of opening of the tenders and may have to be extended further if considered necessary by the University. No reasons will be assigned for extension and no withdrawal shall be allowed. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, which-ever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the University, then the University shall, without prejudice to any other right or remedy, be at liberty to forfeit the said Earnest Money Deposit.
6. **The time allowed for completing the work will be 30 (thirty) days from the day of written order to commence the work.**
7. Tenderer are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), 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 risks, contingencies and other circumstances which may influence or affect their tender. A tenderer 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 tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents and has made himself aware of the scope and specifications of the work to be done



and of conditions and rates at which stores, tools and plant, etc. Will be issued to him by the University and local conditions and other factors having bearing on the execution of the work.

8. No Telex/ Tele fax/ Telegram/ E-mail of the Techno-Commercial and Price bids will be accepted. The University is not responsible for Postal. Courier delays. The parties have to ensure the receipt of bids well in time.
9. If the date of tender submission and opening happens to be unforeseen holiday, the same will be postponed to the next working day without any further intimation.
10. The University does not bind itself to accept lowest tender and reserves the right to reject any or all the tenders received by recording clear, logical reasons.
- 11. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tender submitted by the contractors who resort to canvassing will be summarily rejected.**
12. The competent authority on behalf of the University reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
13. This Notice Inviting Tender shall form a part of the contract document.
14. The successful tenderer/ contractor, on acceptance of his tender by the University, shall within 15 days from the stipulated date of start of the work sign the contract agreement in standard form consisting of the notice inviting tender, all the documents including additional conditions, specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
15. No materials will be supplied by the University.
16. In case of delay in completion of the work within the stipulated time due to reasons attributable to the contractor, Standard Liquidated Damage @ 1% of the tender accepted value shall be recovered for each day of delay from the final bill or the part there of.
17. The contractor shall obtain a valid license under the contract labour (R&A) Act, 1970, and the contract labour central rules 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986 and other labour laws. Any failure to fulfill this requirement shall attract the penal provisions of this contract arising out of the resultant no execution of the work. No labour below the age of eighteen years shall be employed on the work.
18. During Opening of tender only representative duly authorized by the agency / contractor will be allowed to be present.
19. All relevant documents submitted with the tender should be self-attested (by the agency/ contractor) and on demand original copy must be produced failing which tender will not be considered.
20. Authenticity of signatory (contractor) of tender document will be verified before finalization of tender document.
21. Tax at higher of prescribed rate or 20% will be deducted on all transactions liable to TDS, where the permanent Account Number (PAN) of the deducted is not available.



22. In case of any dispute, it would be referred to a sole Arbitrator to be appointed by the University authority. The decision of the sole Arbitrator will be final and binding to both the parties.
23. 10% security money will be retained by the University from the bill value which shall be released after 02(two) year of satisfactory completion of work.
24. EMD of unsuccessful bidder shall be released within 02 (two) months after issue of work order to the successful bidders.
25. **The tender shall include the condition of buy back offer of the existing Fluorescent TL/Ballast/CFL fittings/TL fittings etc as applicable that are replaced by LED luminaries.**
26. If the work is found not as per specification or abandoned by the executing contractor/agency, same will be cancelled and remaining work will be done through other contractor/agency at their cost & risk.
27. **Those bidders who accept the above terms and conditions, may submit their tender along with all relevant documents and a copy of above terms and conditions of the tender duly signed**
28. **Contractors are requested to visit & inspect the site/dept/office to access the condition of the existing electrical items – FLT/Ballast/CFL fitting etc to be replaced under buy back condition**

**Sd/
Executive Engineer**



SECTION-2

PROFORMA – 2(a)

DETAILS OF CONTRACTOR’S REGISTRATION

1. Name of Agency/ Contractor :
2. Name of the Department issued contractor’s registration :
3. Registration No :
4. Class of Registration :
5. Category of Registration
6. Valid Electrical License Registration No :
7. Tender limit :
8. Validity period :

Copy of Registration certificate to be enclosed

Signature of Agency/ Contractor



PROFORMA –2(c)

FORM OF SOLVENCY CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information M/S/ Sri -----
----- having marginally noted address, a customer of our bank are /is respectable
and can be treated as good for any engagement up to a limit of Rs----- (Rupees-----
-----)

This certificate is issued without any guarantee or responsibility on the Bank or any of the officers.

**(Signature)
For the Bank**

Note : In case of partnership firm, certificate to include names of all partners as recorded with the bank .

Signature of agency / contractor



PROFORMA – 3(a)

List of Similar nature of works executed during preceding 3 years under Central Govt. /State Govt. /Central PSU/ central autonomous body.

Sl.No	Name of work with brief particular thereof	Date of Commencement	Date of Completion as per work order	Actual date of completion	Contract Amount (Rs)	Name of client, contact with his complete address Phone No.

Add extra sheet if required

Sign of the company/Contractor

Date :

Note: Original or self-attested copies of work order & completion certificates from client shall be attached.



PROFORMA – 3 (b)

3. B List of ongoing works:-

Sl.No	Name of work with brief particular thereof	Date of commencement	Date of completion as per work order	Contract Amount (Rs)	Name of client , contact with his complete address and Phone No.

Add extra sheet if required.

Seal & Signature of the company/Contractor

Date:

Note : Original or self-attested copies of work order from client shall be attached.



TENDER

I/We have read and examined the notice inviting tender, schedule, specifications applicable, General Rules and Directions, Conditions of contract and special conditions , schedule of rate and other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work .

I/We hereby tender for the execution of the work specified for AUS , Silchar within the time specified and in accordance in all respects with the specification, designs drawings and instructions in writing referred to in General Rule and Directions and in the conditions of contract and with such materials as are approved by the University Authority, and in respects in accordance with, such conditions so far as applicable .

I/We agree to keep the tender open for -----days from the due date of submission thereof and not make any modifications in its terms and conditions.

A sum of **Rs.3,100/-** is hereby forwarded in FDR/ Call deposit in favour of Assam University, Silchar of scheduled Bank as earnest money. If I/We, fail to commence the work specified I/We agree that the A.U. Silchar or his authorized officer successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to therein and to carry out such deviations as may or orders, up to maximum of the percentage mentioned in the conditions of contract and those in excess of limit at the rates to be determined in accordance with the provision mentioned in the tender form.

I/We agree that should I/We fall to commence the work specified in the above memorandum, an amount equal to the amount of the earnest money mentioned in the form of the invitation of tender shall absolutely be forfeited to the Silchar and the same may be the option of the competent authority on behalf of the A.U. Silchar be recovered without prejudice to any other right or remedy available in law out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me/ us under this contract or otherwise.

Date :-

Signature of Contractor

Postal Address & Tele No.



SECTION -3

GENERAL RULES AND DIRECTIONS

1. SUBMISSION OF TENDER

- (a) The General Conditions of Contract for Central PWD /APWD Works shall be the guiding principles for this work. Tenderers are advised to procure the same and familiarize themselves with the provisions of the above mentioned Conditions of Contract.
- (b) The University reserves the right to alter, modify any Tender Conditions, technical specifications etc., before tender opening and may seek fresh quotation depending upon necessity, and may even withdraw/ cancel the tender, without assigning any reason.
- (c) All amendments/ revisions to tender documents issued by the University, if any, must be signed and submitted along with the tender. The tenderers are advised to submit the tender based strictly on the terms and conditions and specifications contained in the tender documents, and not to stipulate any deviations.

2. (a)Tenders shall be prepared and submitted in sealed envelope super scribed as “Tender No..... Dated:..... DUE FOR OPENING ON FOR THE WORK “. The full name, Postal address, telegraphic address and telex/ telefax /telephone No. of the tenderer shall be written at the bottom left corner of the sealed envelope.

b) Insertion, postscript, addition and alteration shall not be recognized unless confirmed by the Tender’s signature.

In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney.

3. TENDERER TO INFORM HIMSELF FULLY:

The tenderer is required to carefully examine the technical specifications and other details relating to the work given in the Tender documents and fully inform himself as to all conditions and matters that may in any effect the work or the cost thereof. The tender shall be deemed to have himself independently obtained all necessary information for the purpose of preparing the tender and his tender as accepted shall be deemed to have taken into account all contingencies as may arise due to such information or lack of the same.



PARTICULARS OF TENDER:

Last Date and Place of Tender Submission : Engineering Section, Assam University,
Silchar by **08.03.2018 up to 2.00 P.M.**

Date and Place of opening of Technical Bid : Engineering Section, Assam University,
Silchar on **08.03.2018 at 3.00 P.M**

Validity of tender: Tender shall remain valid for acceptance for a period of not less than **90 days** from the date of opening of tenders which may be required to be extended in public interest at the discretion of the University Authority.

CLARIFICATIONS:

The Tender Document issued is complete in all respect and no further clarifications are elaborated. However, in so far Technical Clarifications if any are concerned even though not binding on University can be ascertained from the University.

QUOTATION OF PRICE / RATES

This being Item Rate Tender, the tenderer shall state at what rate he will be willing to undertake the work. Rate should be quoted both in figure & words.

COMPLETION TIME:

The completion time is the essence of the contract. The Tenderer shall complete the work within the period indicated in the Notice Inviting Tender.

TRANSFER OF TENDER DOCUMENTS/ TENDERS:

Transfer of tender documents purchased by one tenderer to another is not permissible. Similarly transfer of tenders submitted by one tenderer to another is not permissible under any circumstances. The alteration of essence of tender once submitted is also not permissible.

LANGUAGE:

The Tender shall be submitted in English language only.



EARNEST MONEY DEPOSIT:

1. The tender must be accompanied by the Earnest Money Deposit pledged in favor of **Assam University, Silchar**, in the form of Demand Draft / FDR/Call Deposit as indicated in the Notice Inviting Tender. If the tenderer after submitting his tender release from his offer or modify the Terms and Conditions thereof in a manner not acceptable to the University, the Earnest Money will be forfeited. Tenders not accompanied by the earnest money deposit will not be considered and will be summarily rejected.
2. On Non-acceptance of tender, but in any case not earlier than the expiry date of the period for which the tender is kept open, the Earnest Money shall be discharged.
3. Should the Tender in question be withdrawn or cancelled by the University, which the University shall have the right to do at any time, Earnest Money will be discharged.
4. Should the successful tenderer fail or refuse to duly sign the contract within the period fixed by the University or fail/refuse to commence the work within the stipulated time, the Earnest Money shall be forfeited without prejudice to his being liable for any further loss or damage incurred in consequence by the University.

NO CLAIM FOR COMPENSATION FOR SUBMISSION OF TENDER:

The Tenderer whose tender is not accepted shall not be entitled to claim any costs, charges and expenses of any incidental to or incurred by him thorough or in connection with his submission of tender, even though the University may modify/ withdraw the Tender.

LOWEST TENDER NOT NECESSARILY TO BE ACCEPTED:

The University does not bind itself to accept lowest tender and reserves the right to reject any or all the tenders received by recording clear, logical reasons.

TENDER EVALUATION:-

The Tenders received and accepted will be evaluated to ascertain the best and lowest workable tender in the interest of the University, for the complete work covered under the technical specifications and documents.



SECTION – 4

TERMS AND CONDITIONS GOVERNING THE TENDER AND EXECUTION OF CONTRACT THEREOF.

1. DEFINITIONS:

a) Unless otherwise required by the subject or context the terms herein below shall have the following meanings.

The **Contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of Assam University and the Contract, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Registrar, Assam University and all the these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

b) **Client** means Assam University acting through The Executive Engineer Assam University, Silchar.

c) The **Contractor** shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assigns of such individual, firm or company,

d) The expression **works** or **work** shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.

e) The **site** shall mean the land/ or other places, on, into or through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.

f) **Tender Value** means the value of the entire work as stipulated in the letter of award.

g) Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.

h) As stated in Section III, Clause 1.1, the General Conditions of Contract for Central PWD Works shall be the guiding principles for this tender. The Clauses of Contract mentioned therein shall also be applicable herein and only those Clauses that need addition, emphasis and modification in context of this tender are enumerated below. Contractors are once again advised to familiarize themselves with the General Conditions of Contract for Central PWD Works.



2.SIGNING OF CONTRACT AGREEMENT

i. On the tender being accepted by the Client, a formal contract may be signed and executed by and between the Client and the successful tendered within a time to be fixed by the Client, which shall anyhow be within 15 days from the stipulated date of start of the work.

ii.The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

3. SCOPE OF WORK

i. The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labor, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with food practice and recognized principles.

ii.The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in price bid which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

4. DISCREPANCIES AND ADJUSTMENT OF ERRORS

i. The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale e drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.

ii. If there are varying or conflicting provisions made in any one document forming part of the contract, the Registrar, Assam University shall be the deciding authority with regard to the intention/ interpretation of the document and his decision shall be final and binding on the contractor.

iii. Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contracts.



5. TERMS OF PAYMENT

Subject to any deduction, which the client may be entitled to make under the Contract, **all payments to contractor on completion of the work as per approved specifications will be made through digital mode by direct credit to the bank account of the contractor on satisfactory completion report and signing of the computerized Measurement Book & bill by Site (i/c) of the proposed work and Executive Engineer without which payment will not be released. The Computerized measurement sheet must be submitted by the concerned contractor of the work for verification by the site i/c and Executive Engineer before finalization of payment of bill.**

6. SECURITY DEPOSIT

10% Security Deposit will be retained by the University from the bill value, which shall be released after two years from the date of completion of the work. During this defect liability period, any defect(s) in the work done shall be rectified by the Contractor at his/her own cost and expenses, failing which the Security Deposit will be forfeited.

7. RELEASE OF SECURITY DEPOSIT

Release of the security deposit will be done after 02 years of final acceptance of the work by the Assam University, Silchar.

8. SUB CONTRACTING OF THE WORK

The Contractor is not permitted to assign or transfer his/ their obligation or benefit under the contract either in full or in part to other individuals/ firms / agencies. However, under extreme circumstances where sub-contracting of part of the work is unavoidable, prior written permission of Client shall be taken by the Contractor.



Price Bid

Name of Work: - Supply and fitting fixing of LED light in
the Administrative building, AUS.

Estimated Cost – 1,53,250/-



Price Bid

Supply and fitting fixing of LED light in the Administrative building, AUS.

Sl No	Item Description	Quantity	Rate		Amount
			In figure	In words	
1	Supplying fitting & fixing of LED Tube Light, 20 W (Single Side Connection) tube light in the existing tube light fittings fixtures with all accessories electronic drivers, holders required for completing the installation & as directed by department..(Make: Havells (LHLDCCLXNUL8X020)/Bajaj/Phillips/jaguar)	100 Each			
2	Supplying fitting & fixing of LED Tube Light, 20 W (Double Side Connection) tube light in the existing tube light fittings fixtures with all accessories electronic drivers, holders required for completing the installation & as directed by department.(Make: Havells (LHLDDDBXEUL7Z020)/Bajaj/Phillips)	100 Each			
	Supplying fitting & fixing of 18 W LED (300 X300 mm) fixtures in CRCA corrosion resistant recess mounting IP54, in the existing CFL light fittings fixtures of 300X200 mm with all accessories electronic drivers, holders required for completing the installation with necessary cutting and fixing and making good of damage and cut with white cement/POP /Paint etc as required & as directed by department.(Make: Havells (LHECDML7PW5W018)/Bajaj/Phillips/jaguar)	43 Each			
Total					

Total Amount

=.....

Total Amount (In words) =.....

Name:-

Address:-

Ph No:-