



ASSAM UNIVERSITY: SILCHAR
NOTICE INVITING TENDER

Assam University, Silchar, invites sealed tender with a validity period of 90 (Ninety) days from the date of receipt of tender in prescribed format available in the Engineering Section of Assam University, Silchar from the Govt. registered contractors having Civil Registration of APWD/CPWD/MES/PSU of appropriate class and category having valid registration for the work as mentioned below:-

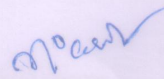
Name of Work	Estimated Cost	Time of Completion	EMD (in Rupees)	Cost of tender document	Last date of submission of tender	Due date and time for opening of sealed tender
1.Repairing of Ladies' Hostel-3 of Assam University Silchar Campus	Rs.8,19,399/-	75 (Seventy five) days	Rs. 16,400/-	Rs.500/-	12.03.2018	12.03.2018
2. Repairing of Ladies' Hostel-5 of Assam University Silchar Campus	Rs.14,51,008/-	75 (Seventy five) days	Rs. 29,050/-	Rs.500/-	12.03.2018	12.03.2018

The eligible Contractor who are financially sound and proficient in the similar nature of works are to quote their rate in item rate basis, rate should be inclusive of all taxes & incidental charges. Self attested copy of (i) Valid registration certificate (ii) PAN Card (Where PAN of the deductee is not available, Tax at higher of the prescribed rate or 20% will be deducted on all transactions) (iii) GST Registration (iv) Work experience on similar nature of work, (v) Bank solvency certificate, (vi) EPF registration (with last challan receipt copy), (vii) Certificate and undertaking of the Engineer to be employed, 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 tender can be submitted hand in the Tender Box at Engineering Section, Administrative Building, Assam University, Silchar on 12.03.2018 **up to 2 pm**. Tenders will be opened on 12.03.2018 **at 3 pm**. in presence of the tenderers or their authorized representatives.

The tender document can be downloaded from University web site www.aus.ac.in for which non refundable 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 & the Tender document can also be obtained from the Engineering Section on all working days during 01.03.2018 to 12.03.2018 **up to 12 noon**. 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.

Assam University reserves the right to accept/reject any or all tender including lowest bidder 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.


Executive Engineer

File No-AU/ENGG/MAINT/CIVIL/84/2016

Date: 01/03/2018

Copy to:-

1. P.S. to V.C. for kind information of the Hon'ble Vice-Chancellor.
2. P.S. to Registrar, AUS, for kind information of the Registrar
3. P.S. to Finance Officer, AUS, for information of the Finance Officer.
4. The Director Computer Centre, AUS, for information & with a request to upload the aforesaid notice in University website.



ASSAM UNIVERSITY: SILCHAR

TENDER

Name of Work: Repairing of Ladies' Hostel-3 of Assam University Silchar.

Estimated Amount: Rs. 8,19,399.00

Certified that the tender document contains (37) pages including the cover page.

Tender issued to:

Date of issue:

Signature of issuing Officer of the University



ASSAM UNIVERSITY: SILCHAR
(A Central University Constituted under Act. XXIII of 1989)

TENDER DOCUMENT

Name of Work: Repairing of Ladies' Hostel-3 of Assam University Silchar.

Estimated Amount: Rs. 8,19,399.00

Last date and time of **submission**
of tender paper :- 12.03.2018 up to 2 pm.

Date and time of **opening of Bid** :-12.03.2018 at 3 pm.

INSTRUCTIONS TO BE FOLLOWED:-

- **EMD** to be sealed in envelope No.1
- **Technical Bid** is to be sealed in envelope No. 2 (Page no. 1-20)
- **Price Bid** is to be sealed in envelope No.3 (Page no. 21-27)
- **Envelope No.1, 2 & 3 to be inserted in a single envelope**, properly sealed and subscribing name of work, closing date & name of agency / contractor on the cover of the envelope.
- **NB: Sealed Means:** Sealing by Wax / Gum / Any type of Adhesive Tape etc **but NOT pinned or stapled.**



CHECK LIST OF DOCUMENTS

1. Valid registration certificate (Xerox copy self attested) of
Central Govt./ State Govt./PSU (Proforma 2(a) : Yes/No
2. Experience certificate:
Experience of executing similar nature works during the last seven years
with the record of completion [Proforma 3(a) (Xerox copy self attested)] : Yes/No
3. Bank solvency from nationalized Bank within one financial year
as per prescribed Proforma-2(b) (Xerox copy self attested) : Yes/No
[at least 40% of the Estimated Cost has to be mentioned in the certificate]
4. On going works statement (Xerox copy self attested) [Proforma 3(b)] : Yes/No
5. PAN CARD (Xerox copy self attested) : Yes/No
6. GSTIN (Xerox copy self attested) : Yes/No
7. EPF registration certificate with last challan copy (Xerox copy self attested) : Yes/No
8. Certificate and undertaking from the Engineer employed : Yes/No
(Xerox copy self attested)



ASSAM UNIVERSITY: SILCHAR

(A Central University Constituted under Act. XXIII of 1989)

Name of Work: Repairing of Ladies' Hostel-3 of Assam University Silchar

Estimated Amount: Rs. 8,19,399.00

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SECTION I – NOTICE INVITING TENDER

ASSAM UNIVERSITY, SILCHAR

File No. AU/ENGG/MAINT/CIVIL/84/2016

Date: 01.03.2018

NOTICE INVITING TENDER

Sealed tenders valid for 90 days are invited from Registered Civil Contractors having valid registration of CPWD/MES/State PWD/PSU/Central Autonomous Bodies of appropriate class and category for the following work at Assam University, Silchar.

Tender No.	Name of work	Estimated Cost	Completion time	Earnest Money	Cost of tender document	Last date and time for submission of tender	Due date and time for opening of Bid
File No. AU/Engg/Maint/Civil/84/2016	Repairing of Ladies' Hostel-3 of Assam University Silchar Campus	Rs. 8,19,399.00	75 (seventy five) days	Rs 16,400/-	Rs 500/-	12.03.2018 upto 2.00 PM	Opening of Bid:- 12.03.2018 at 3.00 PM

The eligible contractors who are financially sound and proficient in the similar nature of works are to quote their rate in item rate basis. Rate should be inclusive of all taxes & incidental charges.

The tender document can be downloaded from University web site www.aus.ac.in for which non refundable 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 & the Tender document can also be obtained from the Engineering Section on all working days during 01.03.2018 to 12.03.2018 up to 12 noon. 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.

**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. Tenderers 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.
3. **The Earnest Money Deposit (EMD) of Rs 16,400/- (Rupees Sixteen thousand four hundred) only** mentioned above is absolutely mandatory and shall be enclosed along with the tender in the form of **FDR /Call Deposit drawn in favour of the Assam University, Silchar** from a scheduled /nationalized bank only, failing which the tender will not be accepted.
4. Tenders should be valid for 90 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.
5. **The time allowed for completing the work will be 75(seventy five) days from the issue of work order.**
6. 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.
7. 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.
8. The University does not bind itself to accept lowest tender and reserves the right to reject any or all the tenders received without assigning of any reason thereof. All tenders in which any of the prescribed condition is not fulfilled or any condition put forth by the tenderer, shall be summarily rejected.
9. **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.**
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. This Notice Inviting Tender shall form a part of the contract document.



12. 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.
13. No materials will be supplied by the University.
14. In case of delay in completion of the work within the stipulated time due to reasons attributable to the contractor, Standard Liquidated Damage @ 0.1% of the tender accepted value shall be recovered for each day of delay from the final bill or the part there of subject to a maximum of 10%.
15. The contractor shall obtain a valid license under the contract labour (R&A) Act, 1970, and the contract labour central rules 1971, during 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 fourteen years shall be employed on the work.
16. **The contractor should have experience of successfully completing government work either (i) single work which has 80% of estimated value, or (ii) at least two works each of 60% of estimated value, or (iii) at least three works each of 40% of estimated value, put to tender with some Central Government Department/ State Government Department/ Central Autonomous Body/ Central Public Sector undertaking. The work order as well as completion certificate (original/ self attested copy) for similar nature of works should be attached failing which the bid will not be considered.**
17. **EPF registration is mandatory which is to be submitted along with the latest challan receipt during submission of tender document.**
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 deductee 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 01(one) 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. 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.
26. **An Engineer (Civil), diploma with minimum five years experience in the required field or B.E. (Civil Engg) must be engaged by the contractor** (Whose certificate duly self-attested, one copy photo & an undertaking by the Engineer in original is to be enclosed with the technical bid failing which the tender will not be considered) to supervise the work. The Engineer engaged must be familiar with all the works specified in the contract & must be acquainted with CPWD specification, manual etc. The engagement of engineer is not mandatory for Contractor possessing technical qualification.
27. Detailed computerized measurement entry in the measurement sheet (location wise) has to be made by the contractor and to be submitted to Engineering Section (AUS) for joint verification by the University Engineers and the Contractor. The joint verification has to be arranged by the Contractor.
28. Before procuring any major items like cement/ steel/ tiles/ coarse & fine sand/ stone aggregate etc., the Contractor must take prior permission/ submit test report as per the direction of engineering section.
29. The Contractor has to arrange water supply at his own cost for his site office as well as for all construction works to be executed by him. As the University has acute water crisis problem, so University will not be able to supply water.
30. Bank solvency certificate as per our enclosed format is to be issued by any schedule/ nationalized bank which is to be enclosed by the Contractor in the Technical Bid, failing which the Bid will be rejected.
31. The successful tenderer, shall deposit an amount equal to 5% of the tendered and accepted value of the work as performance guarantee in any form like Government securities/FDR of a scheduled Bank/irrecoverable bank guarantee bond of any scheduled bank or the State Bank of India in the prescribed form of CPWD Manual. The performance guarantee shall be refunded to the Contractor soon after the completion of the work.
32. **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.**

**Sd/-
Executive Engineer**



SECTION – II: PROFORMA FOR SUBMISSION OF TENDER

To,

**Executive Engineer
Assam University, Silchar – 788 011**

Subject: Repairing of Ladies' Hostel-3 of Assam University, Silchar Campus

Sir,

Having carefully examined and read the Notice Inviting Tender, Tender documents and all other documents attached regarding Tender No. **Au/Engg/Maint/Civil/84/2016** dated I/We hereby tender for the execution of the work specified for Assam University, Silchar in the documents as per the conditions mentioned therein.

I/We enclose herewith Earnest Money Deposit of **Rs. 16,400/-** in the formfrom.....(name of bank) in favour of Assam University, Silchar.

I/We certify that we have carefully read each and every condition and Technical specifications given in this Tender Documents and understood the same, and I/ We conform our acceptance of the same.

I/We agree to abide by this tender initially for a period of **90 days** from the last day fixed for opening of Tender by the University and it shall remain binding on me/us and order may be accepted at any time before the expiry of that period.

I/We hereby undertake not to withdraw from this Tender, during this period of **90 days**. However, if I/ We withdraw it, the University shall have right to invoke the Earnest Money without reference to me/us.

Should this Tender be accepted by the University I/we hereby agree to abide by and fulfill all terms and conditions of Tender Documents and in default thereof.

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/ confidential documents and shall not communicate information derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the University.

Signature of tenderer:



SECTION – III: GENERAL RULES AND DIRECTIONS

1. SUBMISSION OF TENDER

- (a) **The General Conditions of Contract for CPWD 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 what so ever.
- (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.
- 1.2 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.
- 1.3 Insertion, postscript, addition and alteration shall not be recognized unless confirmed by the Tenderers 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.

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 effect the work or the cost thereof. The tenderer shall be deemed to have independently obtained all necessary information for the purpose of submitting 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 time for submission of tender	: Engineering Section, Assam University, Silchar by 12.03.2018 upto 2.00 PM
Date and Place of opening of Bid	: Engineering Section, Assam University, Silchar, Opening of Bid on:- 12.03.2018 at 3.00 PM



Validity of tender

: Tender shall remain valid for acceptance for a period of not less than **90 days**.

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 in item rate basis.

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 favour 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 resigns 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.

5. 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.

6. 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.

7. 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 – IV: 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 Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Executive Engineer, 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 Registrar, 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 tenderer 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 labour, 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 good 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 Executive Engineer, 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 for the work will be made on completion of the work as per approved specifications 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 one year 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 recovery shall be done from the security deposit in part or full as the case may be.

7. RELEASE OF SECURITY DEPOSIT

Release of the security deposit will be done after 12 months 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.



ANNEXURE – I

CHECKLIST

- 1. Proforma of details of Contractor's Registration – 2(a)**
- 2. Proforma of Bank Solvency Certificate – 2 (b)**
- 3. Proforma of Similar works executed during the last 7 years – 3(a)**
- 4. Proforma of list of on-going works – 3 (b)**



PROFORMA - 2 (a)

DETAILS OF CONTRACTOR'S REGISTRATION

1. Name of the agency / Contractor :

2. Name of the department issued :

Contractor's registration

3. Registration No. :

4. Class of registration :

5. Category of registration :

6. Tender limit :

7. Validity period :

Copy of Registration certificate to be enclosed

Signature of agency / contractor



PROFORMA-2 (b)

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 all partners as recorded with the Bank.

Signature of agency/contractor



PROFORMA-3 (a)

EXPERIENCE

3. (a) CIVIL WORKS :

List of similar works executed during preceding 7 years

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.

Signature of the Company/Contractor
Seal of the company / Contractor

Date :

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



PROFORMA-3 (b)

EXPERIENCE

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 phone No.

Add extra sheet if required.

Signature of the Company/Contractor

Seal of the company / contractor

Date :

NOTE : Original or self-attested copies of work order from clients shall be attached.



Price Schedule of Quantity
Estimated Cost: R. 8,19,399.00



Price Bid

Name of Work: - Repairing of Ladies' Hostel-3 of Assam University Silchar Campus

SI No	Description of Item	Quantity/ Unit	Rate (Rs)		Amount (Rs)
			In Figure	In Words	
1	<p>Earthwork in excavation for foundation trenches of walls, retaining walls, footings of column, steps, septic tank etc. including refilling (return filling) the quantity as necessary after completion of work, breaking clods in return filling, dressing, watering and ramming etc. and removal of surplus earth with all lead and lifts as directed and specified in the following classification of soils including bailing out water where necessary as directed and specified.</p> <p>(A) Up to a depth of 2.00m below the existing ground level.</p> <p>(a) In ordinary soil</p>	9.00 cum			
2	<p>Plain cement concrete works with coarse aggregate of sizes 13mm to 32mm in foundation bed for footing steps, walls, brick works etc. as directed and specified including dewatering if necessary, and curing complete (shuttering where necessary shall be measured and paid separately).</p> <p>(a) In prop 1cement: 3 sand :6 coarse aggregate by volume</p>	4.50 cum			
3	Providing soling in foundation and under floor with stone/	30.00 sqm			



	best quality picked jhama brick, sand packed and laid to level and in panel after preparing the subgrade as directed including all labour and materials and if necessary dewatering, complete. (a)Brick on flat soling.				
4	Demolishing the plastering from walls/ R.C.C. and P.C.C. members without causing any damage to the wall/ member up to any height including disposal of debris as directed for all levels. Wall damage	19.50 cum			
5	15 mm thick Cement plaster in single coat on single or half brick wall for interior plastering up to 1st floor level including arises, internal rounded angles, not exceeding 80mm girth and finished even and smooth including curing complete as directed. A) On rough side b) In cement mortar 1:4	1358.00 sqm			
6	Applying one coat of distemper primer of approved brand and manufacture on wall surface after thoroughly brushing the surfaces free from mortar droppings and other foreign matter and including preparing the surface even and sand papered smooth.	3678.48 sqm			
7	Extra over item above for applying one coat of distemper primer/alkali resistant primer over ceiling and on sloping roof.	3678.48 sqm			
8	Distemping (one coat) with	3678.48 sqm			



	oil bound distemper of approved brand and manufacture and of required shade on old wall surface to give an even shade, after thoroughly brooming the surface free from dirt, loose scales and other foreign matter and also including preparing the surface even and sand papered smooth				
9	Extra over item no (m), (n) and (o) above for every subsequent coat of distemping with oil bound distemper of approved brand and manufacture.	1497.60 Sqm.			
10	Providing and fixing flush door shutters solid core construction with frame of 1st class hard wood with cross band and face veneered ply wood face panels conforming to relevant I.S code including oxidised iron butt hinges (100mm x 75mm x 3.5mm) 6 nos with necessary wood screws. b) Non decorative type and block board core. (ii) 35 mm thick	17.64 sqm			
11	Applying priming coat over new wood and wood based surfaces over 100mm in girth/width after and including preparing the surface by thoroughly cleaning oil, grease, dirt and other foreign matter , sand papering and knotting. (b). With ready mixed paint, wood primer (white).	226.80 sqm			



12	<p>Painting one coat (excluding priming coat) on old wood and wood based surfaces with enamel paint to give an even shade including cleaning the surface of all dirt, dust and other foreign matter sand papering and stopping.</p> <p>a) General purpose (Asian paint/ Berger paint/ ICI paint/ J & N paint/ Nerolac).</p>	262.08 sqm			
13	<p>Extra over item no 13.6..6 for every subsequent coat of paint.</p> <p>a). General purpose (Asian paint/ Berger paint/ ICI paint/ J & N paint/ Nerolac).</p>	262.08 sqm			
14	<p>Applying primary coat over new steel and other metal surface over 100m in width or girth after preparing the surface by thoroughly cleaning oil,grease, dirt and other foreign matter and scoured with wire brushes, fine steels, wood scrapers and sand paper.</p> <p>a) With ready mixed "red-lead/ red oxide" primer.</p> <p>Area for window grill—</p>	324.00 sqm			
15	<p>Painting one coat (excluding priming coat) on previously painted steel and other metal surface with enamel paint of approved brand and manufacture(Asian paint/ Berger paint/ ICI paint/ J & N paint/ Nerolac) to give an even shade including cleaning the surface of all dirt, dust and other foreign matter.</p>	324.00 sqm			



16	Supplying, fitting, fixing anodised aluminium fittings of approved make, reasonably smooth, free from sharp edges and corners, flaws and other defects and with counter sunk holes for screws including necessary aluminium screws etc. complete.(anodised to bright natural matt & satin finished)				
	a) Sliding door bolts i) 300mm x 16mm	22 nos			
	b) Tower bolts ii) 250mm x 12mm	22 nos			
17	Supplying, fitting, fixing electro coloured iron fittings of approved make, reasonably smooth, free from sharp edges and corners, flaws and other defects and with counter sunk holes for wood screws including necessary screws etc. complete.				
	d) MS door handles iii) 150mm	40 nos			
18	Providing and fixing clear sheet glass bedded in putty and fixed with/without wooden bidding including necessary cutting and glass to be required sized(payment for wooden bead shall be made separately) (2) Area of glass panes exceeding 0.15m ² but not exceeding 0.52m ² . (c) 5.00mm thick.	65.81 sqm			
19	Brick work in cement mortar with 1st class brick including racking out joints and curing complete as directed.	0.56 cum			



	(I) In Sub-structure upto plinth level including dewatering if necessary (b) In proportion 1:4.				
20	Any other item from APWD (B) SOR 2013-14 Volume I & II	L-S			
	Total Amount				

Amount (In words) =.....

.....

Name:

Address:-

Ph No:-



ASSAM UNIVERSITY: SILCHAR

TENDER

Name of Work: Repairing of Ladies' Hostel-5 of Assam University Silchar.

Estimated Amount: Rs. 14,51,008.00

Certified that the tender document contains (30) pages including the cover page.

Tender issued to:

Date of issue:

Signature of issuing Officer of the University



ASSAM UNIVERSITY: SILCHAR
(A Central University Constituted under Act. XXIII of 1989)

TENDER DOCUMENT

Name of Work: Repairing of Ladies' Hostel-5 of Assam University Silchar.

Estimated Amount: Rs. 14,51,008.00

Last date and time of **submission**
of tender paper :- 12.03.2018 up to 2 pm.

Date and time of **opening of Bid** :- 12.03.2018 at 3 pm.

INSTRUCTIONS TO BE FOLLOWED:-

- **EMD** to be sealed in envelope No.1
- **Technical Bid** is to be sealed in envelope No. 2 (Page no. 1-20)
- **Price Bid** is to be sealed in envelope No.3 (Page no. 21-30)
- **Envelope No.1, 2 & 3 to be inserted in a single envelope**, properly sealed and subscribing name of work, closing date & name of agency / contractor on the cover of the envelope.
- **NB: Sealed Means:** Sealing by Wax / Gum / Any type of Adhesive Tape etc **but NOT pinned or stapled.**



CHECK LIST OF DOCUMENTS

1. Valid registration certificate (Xerox copy self attested) of
Central Govt./ State Govt./PSU (Proforma 2(a) : Yes/No
2. Experience certificate:
Experience of executing similar nature works during the last seven years
with the record of completion [Proforma 3(a) (Xerox copy self attested)] : Yes/No
3. Bank solvency from nationalized Bank within one financial year
as per prescribed Proforma-2(b) (Xerox copy self attested) : Yes/No
[at least 40% of the Estimated Cost has to be mentioned in the certificate]
4. On going works statement (Xerox copy self attested) [Proforma 3(b)] : Yes/No
5. PAN CARD (Xerox copy self attested) : Yes/No
6. GSTIN (Xerox copy self attested) : Yes/No
7. EPF registration certificate with last challan copy (Xerox copy self attested) : Yes/No
8. Certificate and undertaking from the Engineer employed : Yes/No
(Xerox copy self attested)



ASSAM UNIVERSITY: SILCHAR

(A Central University Constituted under Act. XXIII of 1989)

Name of Work: Repairing of Ladies' Hostel-5 of Assam University Silchar

Estimated Amount: Rs. 14,51,008.00

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SECTION I – NOTICE INVITING TENDER

ASSAM UNIVERSITY, SILCHAR

File No. AU/ENGG/MAINT/CIVIL/84/2016

Date: 01.03.2018

NOTICE INVITING TENDER

Sealed tenders valid for 90 days are invited from Registered Civil Contractors having valid registration of CPWD/MES/State PWD/PSU/Central Autonomous Bodies of appropriate class and category for the following work at Assam University, Silchar.

Tender No.	Name of work	Estimated Cost	Completion time	Earnest Money	Cost of tender document	Last date and time for submission of tender	Due date and time for opening of Bid
File No. AU/Engg/Maint/Civil/84/2016	Repairing of Ladies' Hostel-5 of Assam University Silchar Campus	Rs. 14,51,008.00	75 (seventy five) days	Rs 29,050/-	Rs 500/-	12.03.2018 upto 2.00 PM	Opening of Bid:- 12.03.2018 at 3.00 PM

The eligible contractors who are financially sound and proficient in the similar nature of works are to quote their rate in item rate basis. Rate should be inclusive of all taxes & incidental charges.

The tender document can be downloaded from University web site www.aus.ac.in for which non refundable 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 & the Tender document can also be obtained from the Engineering Section on all working days during 01.03.2018 to up to 12.03.2018 noon. 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.

**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. Tenderers 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.
3. **The Earnest Money Deposit (EMD) of Rs 29,050/- (Rupees Twenty nine thousand fifty) only** mentioned above is absolutely mandatory and shall be enclosed along with the tender in the form of **FDR /Call Deposit drawn in favour of the Assam University, Silchar** from a scheduled /nationalized bank only, failing which the tender will not be accepted.
4. Tenders should be valid for 90 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.
5. **The time allowed for completing the work will be 75(seventy five) days from the issue of work order.**
6. 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.
7. 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.
8. The University does not bind itself to accept lowest tender and reserves the right to reject any or all the tenders received without assigning of any reason thereof. All tenders in which any of the prescribed condition is not fulfilled or any condition put forth by the tenderer, shall be summarily rejected.
9. **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.**



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. This Notice Inviting Tender shall form a part of the contract document.
12. 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.
13. No materials will be supplied by the University.
14. In case of delay in completion of the work within the stipulated time due to reasons attributable to the contractor, Standard Liquidated Damage @ 0.1% of the tender accepted value shall be recovered for each day of delay from the final bill or the part there of subject to a maximum of 10%.
15. The contractor shall obtain a valid license under the contract labour (R&A) Act, 1970, and the contract labour central rules 1971, during 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 fourteen years shall be employed on the work.
16. **The contractor should have experience of successfully completing government work either (i) single work which has 80% of estimated value, or (ii) at least two works each of 60% of estimated value, or (iii) at least three works each of 40% of estimated value, put to tender with some Central Government Department/ State Government Department/ Central Autonomous Body/ Central Public Sector undertaking. The work order as well as completion certificate (original/ self attested copy) for similar nature of works should be attached failing which the bid will not be considered.**
17. **EPF registration is mandatory which is to be submitted along with the latest challan receipt during submission of tender document.**
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 deductee 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 01(one) 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. 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.
26. **An Engineer (Civil), diploma with minimum five years experience in the required field or B.E. (Civil Engg) must be engaged by the contractor** (Whose certificate duly self-attested, one copy photo & an undertaking by the Engineer in original is to be enclosed with the technical bid failing which the tender will not be considered) to supervise the work. The Engineer engaged must be familiar with all the works specified in the contract & must be acquainted with CPWD specification, manual etc. The engagement of engineer is not mandatory for Contractor possessing technical qualification.
27. Detailed computerized measurement entry in the measurement sheet (location wise) has to be made by the contractor and to be submitted to Engineering Section (AUS) for joint verification by the University Engineers and the Contractor. The joint verification has to be arranged by the Contractor.
28. Before procuring any major items like cement/ steel/ tiles/ coarse & fine sand/ stone aggregate etc., the Contractor must take prior permission/ submit test report as per the direction of engineering section.
29. The Contractor has to arrange water supply at his own cost for his site office as well as for all construction works to be executed by him. As the University has acute water crisis problem, so University will not be able to supply water.
30. Bank solvency certificate as per our enclosed format is to be issued by any schedule/ nationalized bank which is to be enclosed by the Contractor in the Technical Bid, failing which the Bid will be rejected.
31. The successful tenderer, shall deposit an amount equal to 5% of the tendered and accepted value of the work as performance guarantee in any form like Government securities/FDR of a scheduled Bank/irrecoverable bank guarantee bond of any scheduled bank or the State Bank of India in the prescribed form of CPWD Manual. The performance guarantee shall be refunded to the Contractor soon after the completion of the work.
32. **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.**

**Sd/-
Executive Engineer**



SECTION – II: PROFORMA FOR SUBMISSION OF TENDER

To,

**Executive Engineer
Assam University, Silchar – 788 011**

Subject: Repairing of Ladies' Hostel-5 of Assam University, Silchar Campus

Sir,

Having carefully examined and read the Notice Inviting Tender, Tender documents and all other documents attached regarding Tender No. **Au/Engg/Maint/Civil/84/2016** dated I/We hereby tender for the execution of the work specified for Assam University, Silchar in the documents as per the conditions mentioned therein.

I/We enclose herewith Earnest Money Deposit of **Rs. 29,050/-** in the formfrom.....(name of bank) in favour of Assam University, Silchar.

I/We certify that we have carefully read each and every condition and Technical specifications given in this Tender Documents and understood the same, and I/ We conform our acceptance of the same.

I/We agree to abide by this tender initially for a period of **90 days** from the last day fixed for opening of Tender by the University and it shall remain binding on me/us and order may be accepted at any time before the expiry of that period.

I/We hereby undertake not to withdraw from this Tender, during this period of **90 days**. However, if I/ We withdraw it, the University shall have right to invoke the Earnest Money without reference to me/us.

Should this Tender be accepted by the University I/we hereby agree to abide by and fulfill all terms and conditions of Tender Documents and in default thereof.

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/ confidential documents and shall not communicate information derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the University.

Signature of tenderer:



SECTION – III: GENERAL RULES AND DIRECTIONS

1. SUBMISSION OF TENDER

- (a) **The General Conditions of Contract for CPWD 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 what so ever.
 - (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.
- 1.2 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.
- 1.3 Insertion, postscript, addition and alteration shall not be recognized unless confirmed by the Tenderers 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.

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 effect the work or the cost thereof. The tenderer shall be deemed to have independently obtained all necessary information for the purpose of submitting 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 time for submission of tender	: Engineering Section, Assam University, Silchar by 12.03.2018 upto 2.00 PM
Date and Place of opening of Bid	: Engineering Section, Assam University, Silchar, Opening of Bid on:- 12.03.2018 at 3.00 PM



Validity of tender

: Tender shall remain valid for acceptance for a period of not less than **90 days**.

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 in item rate basis.

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 favour 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 resigns 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.

5. 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.

6. 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.

7. 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 – IV: 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 Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Executive Engineer, 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 Registrar, 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 tenderer 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 labour, 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 good 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 Executive Engineer, 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 for the work will be made on completion of the work as per approved specifications 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 one year 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 recovery shall be done from the security deposit in part or full as the case may be.

7. RELEASE OF SECURITY DEPOSIT

Release of the security deposit will be done after 12 months 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.



ANNEXURE – I

CHECKLIST

- 1. Proforma of details of Contractor's Registration – 2(a)**
- 2. Proforma of Bank Solvency Certificate – 2 (b)**
- 3. Proforma of Similar works executed during the last 7 years – 3(a)**
- 4. Proforma of list of on-going works – 3 (b)**



PROFORMA - 2 (a)

DETAILS OF CONTRACTOR'S REGISTRATION

1. Name of the agency / Contractor :

2. Name of the department issued :

Contractor's registration

3. Registration No. :

4. Class of registration :

5. Category of registration :

6. Tender limit :

7. Validity period :

Copy of Registration certificate to be enclosed

Signature of agency / contractor



PROFORMA-2 (b)

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 all partners as recorded with the Bank.

Signature of agency/contractor



PROFORMA-3 (a)

EXPERIENCE

3. (a) CIVIL WORKS :

List of similar works executed during preceding 7 years

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.

Signature of the Company/Contractor
Seal of the company / Contractor

Date :

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



PROFORMA-3 (b)

EXPERIENCE

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 phone No.

Add extra sheet if required.

Signature of the Company/Contractor

Seal of the company / contractor

Date :

NOTE : Original or self-attested copies of work order from clients shall be attached.



Price Schedule of Quantity
Estimated Cost: Rs 14,51,008.00



Price Bid

Name of Work: - Repairing of Ladies' Hostel-5 of Assam University Silchar Campus

SI No	Description of Item	Quantity/ Unit	Rate (Rs)		Amount (Rs)
			In Figure	In Words	
1	Earthwork in excavation for foundation trenches of walls, retaining walls, footings of column, steps, septic tank etc. including refilling (return filling) the quantity as necessary after completion of work, breaking clods in return filling, dressing, watering and ramming etc. and removal of surplus earth with all lead and lifts as directed and specified in the following classification of soils including bailing out water where necessary as directed and specified. (c) In soft or laminated rock or medium shale	13.82 Cum.			
2	Plain cement concrete works with coarse aggregate of sizes 13mm to 32mm in foundation bed for footing steps, walls, brick works etc. as directed and specified including dewatering if necessary, and curing complete (shuttering where necessary shall be measured and paid separately). (a) In prop 1cement: 3 sand :6 coarse aggregate by volume	3.16 Cum			
3	Providing soling in foundation and under floor with stone/best quality picked jhama brick, sand packed and laid to level and in panel after preparing the subgrade as directed including all labour	11.52 Sqm			



	and materials and if necessary dewatering, complete. (a) Brick on flat soling.				
4	Brick work in cement mortar with 1st class brick including racking out joints and curing complete as directed. (I) In Sub-structure upto plinth level including dewatering if necessary (b) In proportion 1:4	5.62 Cum			
5	Demolishing the plastering from walls/ R.C.C. and P.C.C. members without causing any damage to the wall/ member upto any height including disposal of debris as directed for all levels.	34.56 Cum			
6	15 mm thick Cement plaster in single coat on single or half brick wall for interior plastering up to 1st floor level including arises, internal rounded angles, not exceeding 80mm girth and finished even and smooth including curing complete as directed. A) On rough side b) In cement mortar 1:4	2304.00 Sqm			
7	40 mm thick cement concrete floor consisting of 25 mm under layer of cement concrete in prop. 1:3:6 (1cement : 3 coarse sand : 6 coarse aggregate of 12.5 mm and down) and 15 mm thick wearing layer in cement concrete in prop. 1:1:2 (1cement : 1 coarse sand : 2 coarse aggregate of size 10mm down) finished with a floating coat of neat cement finish using cement slurry for bond	5.76 Sqm			



	@ 2.75 kg. per square metre of floor area , wearing layer is to be laid in panels including curing etc. complete as directed.				
8	Providing drain with cement concrete (1:3:6) 10cm thick sides 10cm thick bed over brick flat soling including 15mm thick cement plastering in prop. 1:3 finished with a floating coat of cement slurry as directed with necessary shuttering for sides and earth work in excavation of foundation trenches and refilling the sides after completion of work etc. as specified.	20.00 Rm			
	<p>i) 300mm wide and average 150mm deep with bed slope 1 in 150 with initial depth of 100mm.</p> <p>ii) 300mm wide and average 250mm deep with bed slope 1 in 150 with initial depth of 100mm.</p>	10.00 Rm			
9	Providing plinth protection 50mm thick to cement concrete 1 : 3 : 6 with coarse agg.of 20mm nominal size including finishing the surface with 10mm thick cement plaster in proportion 1:3 with a floating coat of neat cement finished.	33.00 Sqm			
10	Providing and fixing flush door shutters solid core construction with frame of 1st class hard wood with cross	10.08 Sqm			



	band and face veneered ply wood face panels conforming to relevant I.S code including oxidised iron butt hinges (100mm x 75mm x 3.5mm) 6 nos with necessary wood screws. b) Non decorative type and block board core. (ii) 35 mm thick				
11	Supplying, fitting, fixing anodised aluminium fittings of approved make, reasonably smooth, free from sharp edges and corners, flaws and other defects and with counter sunk holes for screws including necessary aluminium screws etc. complete.(anodised to bright natural matt & satin finished)				
	a) Sliding door bolts i) 300mm x 16mm	8 nos			
	b) Tower bolts ii) 250mm x 12mm	10 nos			
	iv) 150mm x 10mm	08 nos			
12	Applying one coat of distemper primer of approved brand and manufacture on wall surface after thoroughly brushing the surfaces free from mortar droppings and other foreign matter and including preparing the surface even and sand papered smooth.	6737.50 sqm			
	e) Extra over item above for applying one coat of distemper primer/alkali resistant primer over ceiling and on sloping roof. Ceiling Area: 125x1x2.40x4.30=1290.00sqm	1290.00 Sqm			



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13	(o) Distempering (one coat) with oil bound distemper of approved brand and manufacture and of required shade on old wall surface to give an even shade, after thoroughly brooming the surface free from dirt, loose scales and other foreign matter and also including preparing the surface even and sand papered smooth.	6737.50 sqm			
	p) Extra over item above for every subsequent coat of distempering with oil bound distemper of approved brand and manufacture.	6737.50 Sqm			
	r) Extra over item no (o) above for distempering with oil bound distemper of approved brand and manufacture on ceiling and sloping roof. Ceiling	1290.00 Sqm			
14	Applying priming coat over new wood and wood based surfaces over 100mm in girth/width after and including preparing the surface by thoroughly cleaning oil, grease, dirt and other foreign matter , sand papering and knotting. (b). With ready mixed paint, wood primer (white).	630.00 Sqm			
15	Painting one coat (excluding priming coat) on old wood and wood based surfaces with enamel paint to give an even shade including cleaning the surface of all dirt, dust and other foreign matter sand papering and stopping.	630.00 Sqm			



	a) General purpose (Asian paint/ Berger paint/ ICI paint/ J & N paint/ Nerolac).				
16	Extra over item no 13.6..6 for every subsequent coat of paint. a). General purpose (Asian paint/ Berger paint/ ICI paint/ J & N paint/ Nerolac).	630.00 Sqm			
17	Applying primary coat over new steel and other metal surface over 100m in width or girth after preparing the surface by thoroughly cleaning oil,grease, dirt and other foreign matter and scoured with wire brushes, fine steels, wood scrapers and sand paper. a) With ready mixed "red-lead/ red oxide" primer.	729.00 Sqm			
18	Painting one coat (excluding priming coat) on previously painted steel and other metal surface with enamel paint of approved brand and manufacture(Asian paint/ Berger paint/ ICI paint/ J & N paint/ Nerolac) to give an even shade including cleaning the surface of all dirt, dust and other foreign matter.	729.00 Sqm			
19	Supplying fitting and fixing approved uPVC Pipes of different sizes, with all necessary 'R' brand or similar approved P.V.C. Fittings such as bend, tee, elbow, reducer, nipple, plug, long screw fitting, clamps etc. complete at all levels including below G.L. as directed and specified.				



	(B) Concealed by chieselling or breaking brick wall/ C.C. wall/ R.C.C. wall and making good to the damaged structure. SUPREME/ PRINCE/ SFMC BRAND or other equivalent approved brand (High presure pipe Sch-40)				
	20 mm dia	25.00 Rm			
	15 mm dia	30.00 Rm			
20	Supplying, fitting and fixing PVC flushing cistern with all internal fittings with CI brackets including fitting and fixing standard size CP flush pipe, union clamps etc. compete as directed and specified (pipes will be measured separately) i) Parryware make (i)Economy Single Flush (Cat No.C8090/C8055)	02 Nos.			
21	Providing fitting and fixing Mirror with plastic frame of size 500x400mm complete as directed and specified.	02 nos			
22	Supplying fitting and fixing C.P. bib cock 15mm dia of approved brand directed and specified. (G.I. & C.P pipes will be measured separately) Jaquare make (i)Standard	05 Nos.			
23	Supplying fitting and fixing stop-cock of approved brand of size as mentioned below and directed and specified (G.I. & C.P. pipes will be measured and paid separately) (i)15mm dia	05 nos			
24	Supplying and fitting fixing C.P. pillar cock of 15mm dia	05 nos			



	of approved brand as specified and directed. SONA make (b) Heavy type				
25	Supplying, fitting, fixing electrocoloured iron fittings of approved make, 29reasonably smooth, free from sharp edges and corners, flaws and other defects and with counter sunk holes for wood screws including necessary screws etc. Complete. d) MS door handles iii) 150mm	120 nos			
26	Providing and fixing clear sheet glass bedded in putty and fixed with/without wooden bidding including necessary cutting and glass to be required sized(payment for wooden bead shall be made separately) (2) Area of glass panes exceeding 0.15m ² but not exceeding 0.52m ² . (c). 5.00mm thick.	43.26 Sqm			
27	Providing, fitting and fixing 40mm x 48mm wood reinforced PVC chowkhats fixed to the columns / stiffeners / walls with necessary holdfast / sleeves etc. as specified and directed at all levels.	31.50 Rm.			
28	Providing, fitting and fixing 24mm/ 29mm thick polymer reinforced moulded PVC door shutters fixed to the chowkath with necessary hinges, screws, bolts etc. as specified and directed at all levels (Door fixtures and fittings to be measured and paid separately)	12.915			



	b) 29mm thick				
29	Any other item from APWD (B) SOR 2013-14 Volume I & II	L-S			
	Total Amount				

Amount (In words) =.....

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Name:

Address:-

Ph No:-