

ASSAM UNIVERSITY, SILCHAR

File No.AU-Engg/Const-13/2009/Pt – I

Date: 14/07/2015

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/Const-13/2009/Pt – I | C/o GPS Pillar & Instrument Room near Earth Science Building, AUS including Compound Wall. | Rs. 4,80,931/- | 45(Forty Five) days | Rs. 9,650/- | Rs. 500/- | 04/08/2015 up to 2 pm | Technical Bid:- 04/08/2015 at 3.00 PM Price Bid:- 04/08/2015 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 detail NIT can be downloaded from University web site www.aus.ac.in and the tender document can be obtained from the Engineering Section during working days from 14/07/2015 to 04/08/2015 upto 12 noon for which non refundable tender fees of Rs500/- per tender is to be deposited at the Cash Counter. The University reserves the right to accept or reject any or all tenders and does not bind itself to accept the lowest quoted rate without assigning any reasons whatsoever.

Sd/-
Deputy Registrar (Engg)

ASSAM UNIVERSITY: SILCHAR

TENDER

Name of Work: C/o GPS Pillar & Instrument Room near Earth Science Building, AUS including Compound Wall.

Estimated Amount: Rs. 4, 80,931/-

Certified that the tender document contains (25) pages of Technical Bid & Price Bid 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: C/o GPS Pillar & Instrument Room near Earth Science Building, AUS including Compound Wall.

Estimated Amount: Rs. 4, 80,931/-

Last date and time of **submission**
of tender paper :- 04/08/2015 up to 2 pm

Date and time of **opening of Technical Bid** : - 04/08/2015 at 3 pm

Date and time of **opening of Price Bid** : - 04/08/2015 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
- **Price Bid** is to be sealed in envelope No.3
- **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 as per prescribed Proforma-2(b)
(Xerox copy self attested) : Yes/No

4. On going works statement (Xerox copy self attested) proforma 3(b) : Yes/No

5. PAN CARD (Xerox copy self attested) : Yes/No

6. W/C form or VAT (Xerox copy self attested) : Yes/No

ASSAM UNIVERSITY: SILCHAR

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

Name of Work: C/o GPS Pillar & Instrument Room near Earth Science Building, AUS including Compound Wall.

Estimated Amount: Rs. 4, 80,931/-

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NOTICE INVITING TENDER

ASSAM UNIVERSITY, SILCHAR

File No.AU-Engg/Const-13/2009/Pt – I

Date: 14/07/2015

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Sd/-
Deputy Registrar (Engg)

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. 9,650/- (Rupees Nine thousand Six hundred 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 45 (Forty 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 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.
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.
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 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. The Contractor has to employ at least one experienced Civil Engineer (B.E./ Diploma with three years of work experience) and Electrical Engineer(B.E./ Diploma with three years of work experience) for a single

site having requisite knowledge in relevant field who will be supervising the construction site, will record the measurements regularly and will prepare the progress report along with Bar chart as per the direction of Engineering Section. The Contractor has to submit their Bio-data along with a colour photograph.

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. 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.
27. 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.
28. For execution of the work, the Contractor has to follow the procedure laid down in CPWD Works Manual and CPWD Specification.
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. 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/-
Deputy Registrar (Engg)

SECTION – II : PROFORMA FOR SUBMISSION OF TENDER

To,

The Deputy Registrar (Engg)
Assam University, Silchar – 788 011

Subject: C/o GPS Pillar & Instrument Room near Earth Science Building, AUS including Compound Wall.

Sir,

Having carefully examined and read the Notice Inviting Tender, Tender documents and all other documents attached regarding Tender No. **AU-Engg/Const-13/2009/Pt-I** dated **7th July'2015** 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. 9,650/-** 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 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.

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 tenderer 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 time for submission of tender : Engineering Section, Assam University, Silchar by 04/08/2015 **upto 2.00 PM**

Date and Place of opening of Bid : Engineering Section, Assam University, Silchar, **Technical Bid on:- 04/08/2015 at 3.00 PM &Price Bid on:- 04/08/2015 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 reserves the right to accept any Tender it considers advantageous / superior and is not bound to accept the lowest alone and need not assign any reasons for non-acceptance.

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 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 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 would be made by Cheque / Demand Draft in favour 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.**

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 the Security Deposit will be forfeited.

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 :

8. Electrical registration/ License :

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 Bid

Name of Work: C/o GPS Pillar & Instrument Room near Earth
Science Building, AUS including Compound Wall.

Estimated Amount: Rs. 4, 80,931/-