

RE TENDER NOTICE

Tender Notice No: AC/RUSA/PMU/03/NIT/2019/**991** dated: 01/08/2019

Sealed tenders affixing Court Fee of Rs. 8.25 (Rupees Eight and Twenty Five Paisa) only are invited from the qualified Firm/ Contractors (eligible as per APWD norms) having experience in similar nature of works, for the following work under RUSA grants. Detail of the bid/tender documents can be obtained from College website i.e. www.abhayapuricollege.in

1	Name of Work	Construction of Basketball Court in Abhayapuri College Campus	
2	Estimated Cost	Rs. 12,48,857.00	
3	Bid Security (EMD)	General	Rs. 24,977.00
		Reserved Category	Rs. 12,489.00
4	Bid Security to be drawn in favour of	Principal, Abhayapuri College Abhayapuri	
5	Tender Cost	Rs. 3000/-	
6	Time of Completion	90 (ninety) days from the 5 th day of issue of work order	
7	The Last date of Submission Tender Paper	19.08.2019 (Monday) upto 12 noon	
8	Place of Submission	In the Tender Box kept in the Principals' Chamber, Abhayapuri College	
9	Date, Time & Place of Opening	19.08.2019 (Monday) at 1 p.m., Office of the Principal, Abhayapuri College, Abhayapuri (Assam) - 783384	

NOTE:

1. In the event of date of bid opening being holiday, the activities will take place on next working day.
2. Documents to be submitted with the Tender Papers (Signed in declaration, Terms & Conditions in bottoms places and **Filled BOQ**) **without which tender/bid will not be accepted for evaluation.**

Signature of the Tenderer
with seal:

- a) Original Power of Attorney for signing the BID, if any
 - b) Bid Securities in the form of Original Bank Guarantee / FD from a Nationalized / Schedule Bank.
 - c) Original DD/banker's Cheque for Rs. 3000/- in favour of the "Principal, Abhayapuri College, Account No. 33933536093 of SBI, Abhayapuri Branch Code No. 8462, IFSC Code: SBIN0008462 towards cost of Bid document for the job.
 - d) Copy of valid:- **a.** Registration Certificate, **b.** PAN card, **c.** GST Registration Certificate, **d.** Labour License, **e.** Documents supporting experience.
3. The submitted bid must be valid for 120days from the date of Submission.
 4. All the interested bidders are requested to read the bid document carefully before submission of their bid.

Sd/-
Principal,
Abhayapuri College
P.O. Abhayapuri
Dist. Bongaigaon (Assam) 783384

Signature of the Tenderer
with seal:

GENERAL CONDITIONS AND INSTRUCTION TO TENDERER:

1. In the event of the tender being submitted by a firm, it must be signed separately by each member 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, authorizing him to do so. Such power of attorney to be produced with tender, must disclose that the firm is duly registered under the Indian partnership Act.
2. Receipt for payments made on account of a work, when executed by a firm, must also be signed by each of the partners, except where the contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by the person having authority to give effectual receipts for the firm.
3. The Principal, Abhayapuri College or its duly authorized person will open tenders in the presence of any intending contractors who may be present at the time, and will initial and date the tenders. In the event of a tender being accepted, a receipt for the earnest money forwarded therewith shall there upon be given to the contractor who shall there upon for the purpose of identification sign copies of the specifications and other documents as mentioned in rule in the event of a tender being rejected, the earnest money forwarded with such unaccepted tender shall there upon be returned to the contractor for making the same.
4. The Principal, Abhayapuri College / RUSA Project Monitoring Unit of the college shall have the right of rejecting all or any of the tenders without assigning any reasons and with also not be bound to accept the lowest tender.

Signature of the Tenderer
with seal:

Name of work: *Construction of Basketball Court in Abhayapuri College Campus*

I/We hereby tender for the execution, to the Principal, Abhayapuri College of the work specified in the underwritten memorandum within the time specified on such memorandum at the rates specified therein, and accordance in all respects with the true intent and meaning of the specifications, designs, designs drawing and instruction in writing referred into rule thereof and in Clause 11 of the annexed conditions and with such materials as are provided for by and in all other respects in accordance with such conditions so far as applicable.

a)	Estimated cost	Rs. 12,48,857.00 (Rupees Twelve Lakh Forty Eight Thousand Eight Hundred and Fifty Seven) inclusive all taxes
b)	Security Deposit (After selection)	Rs. 5% of tendered value
c)	Percentage if any, to be deducted from Bill (s)	5% of each Running Account bill as performance guarantee
d)	Time allowed for commencement of work	5 days from the date of issue of work order

Should this tender be accepted in whole or part, I/We hereby agree to abide by and fulfil all the terms and provisions of the said conditions of contracts annexed thereto so far as applicable and/or in default thereof to forfeit and pay to the Principal, Abhayapuri College, the sums of money mentioned in the said conditions.

Signature of the contractor
before submission of
tender

Dated, the _____ day of 2019

Witness

Address:

Occupation:

The above tender is hereby accepted by me on behalf of Abhayapuri College.

Dated, the _____ day of 2019

Signature of the In-charge by
whom accepted

Signature of the Tenderer
with seal:

General Terms and Conditions of the Contract

1. The “Contract” means the documents forming the tender and acceptance thereof and the formal agreements executed between the Principal, Abhayapuri College, Abhayapuri and the Contractor, together with the documents referred to therein including these terms and conditions, the specifications designs, drawing and instructions issued from time to time by the Principal/ RUSA PMU of the college and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

2. The “Principal” means the Principal of Abhayapuri College, Abhayapuri.

3. The “RUSA PMU” means the RUSA Project Monitoring Unit of Abhayapuri College

4. The “Engineer” means technical persons from consulting Engineering Firm and/or any technical person appointed by Abhayapuri College (herein after the College).

5. In the contract the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:

(a) The expression “Work” or “Works” shall unless there be something either in the subject or context repugnant to such condition 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.

(b) The ‘Site’ shall mean the land and/or other places on, into or through which is to be executed under the contract or any adjacent land, path or street 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.

(c) The ‘Contractor’ shall mean the individual or firm or company, whether incorporated or not undertaking the works and shall include the legal personal representative or such individual or the persons composing such firm or company, or the successors of such form or company and the permitted assignees of such individual of firm or firms or company.

Works imparting the singular number include the plural number and vice versa.

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CLAUSE- 1:**Security Deposit:**

The person/persons, whose tender may be accepted (herein after called the contractor) shall permit the Principal at the time of making any payment to his work done under the contract to deduct such sum as will amount to 5% of tendered value of the all money so payable, such deduction to be held by the College free of interest by way of performance guarantee.

Unless he/she is/they are exempted from payment of Security deposit in individual cases or has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Government securities or Fixed Deposit Receipts of any nationalized bank or State Bank of India. In case of fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the security deposit and Bank goes into liquidation or for any reason is unable to make payment against the said fixed deposit receipt. The loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the College to make good the deficit.

All compensation or the other of money payable by the Contractor to the College under the terms of this contract may be deducted from or paid by the sale of sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by the College or any account whatsoever and in the event or his Security Deposit being reduced by reason or such deductions or sale as aforesaid the contractor shall within 10 days thereafter make good in cash or guarantee Bonds in favour of the College executed or fixed deposit receipt tendered by the State Bank of India or by Nationalized Banks (in case of guarantee offered by Nationalized Bank, the amount shall be within financial limits prescribed by the Reserve Bank of India) or Government Securities (if deposited for more than 12 months) endorsed in favour of the Principal, Abhayapuri College, any sum or sums which may have been deducted from, or raised by sale of construction security deposit or any part thereof. The Security deposit shall be collected from the running bills of the Contractor at the rates mentioned above.

The security deposit will be retained by the Principal for six months after completion of works (*i.e.* after the date of issue of work completion certificate) unless after a part of the

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with seal:

work has been completed further works is postponed owing to cause outside the Contractor's control in which case Principal may refund corresponding proportionate part of the Security Deposit six months after the completion of that part of the work.

Clause 2 (Penalty for not completing the work in time):

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from five days the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to be of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to 1% percent of such smaller amount as the Principal (whose decision in writing shall be final) may decide on the amount of the estimated cost of the whole work as shown in the tender for everyday that the work remains unconvinced or unfinished, after the proper dates. And, further, to ensure good progress during the execution of the work the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month, to complete one fourth of the whole of the work before one fourth of the whole time allowed under the contract has elapsed, one half of the work before one half of such time has elapsed, and three fourths of the work before three fourths of such time has elapsed, such estimation of the amount of work done at any period being made by the Principal whose decision shall be final. In the event of the contractor failing to comply with the condition he/ she/ they shall be liable to pay as compensation an amount equal to one percent or such smaller as the Principal (whose decision in writing shall be final and conclusive) may decide on the said estimated cost of the whole for every day that the due quantity of work remains in completed. Provided, always, that the entire amount of compensation to be paid under the provisions of this clause shall not exceed 10%percent on the estimated cost of the work as shown in the tender.

Clause 3 (Right of the College to rescind the contract):

In any case in which under any clauses of this contract, the contractor shall have tendered himself / herself liable to pay compensation amounting to fifty percent or more of his / her security deposit (whether paid in one sum or deducted by instalments) Principal on behalf of the College shall have power to adopt any of the following courses, as he may deem best suited to the interest of the College.

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a) To rescind the contract, as to which decision notice in writing to the contractor under the hand of the Principal shall be final and conclusive, and in which case the security deposit of the contractor shall stand forfeited, and absolutely at the disposal of the Principal, Abhayapuri College.

b) To measure up the work of the contractor and to take such a part thereof as shall be unexecuted out of his/ her hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sums which would have been paid to the original contractor if the whole work had been executed by him as to the amount of which excess the certificate in writing of the Principal shall be final and conclusive shall be borne and paid by the original contractor and may be deducted from any money due to him by the College under the contract or otherwise, or from his / her security deposit or the proceeds the sale thereof, or a sufficient part thereof.

In the event of any of above courses being adopted by the Principal, the contractor shall have no claim to compensation for any loss sustained by him/her by reason of his/her having purchased or procured any material or entered into any engagements, or made on advances on account of or with a view to the execution of the work or the performance of contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof actually performed under this contract, unless and until the Committee shall have certificate in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to the paid the value to certified.

Clause 4 (Extension of Completion Time):

If the contractor shall desire an extension of the time for completion of the work on the ground of his /her having been unavoidable hindered in its execution or on any other grounds he / she shall apply in writing to the Principal within 30 days of the date of hindrance or date of the occurrence or commencement of the aforesaid other grounds on account of which he / her desires such extension as aforesaid and the Principal shall, if in his opinion (which shall be final and conclusive) reasonable grounds be shown therefore, authorize such extension of time, if any, as may, in his / her opinion be necessary or proper.

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Clause 5 (Completion and takeover):

The contractor shall give the Principal a notice in writing when the work is completed and on receipt so such notice, the Committee shall inspect the work and if completed verify the measurement book to this effect. The contractor shall then be furnished with a certificate by the Committee of such completion but not such certificate shall be given nor shall the work be considered to be completed until the contractor shall have removed from the premises, on which the work shall be executed all scaffolding, surplus materials and rubbish and shall have cleaned of all dirt from all wood worked doors, windows, walls, floors, or other parts of any structures in, upon, or about which the work has been executed or of which he / she may have had possession for purpose of the execution thereof, if the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish and cleaning off dirt on or before the date fixed for the completion of the work.

Clause 6 (Payment terms):

No payment shall be made for works estimated to cost less than rupees one thousand, till after the whole of the works shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees one thousand the contractor shall on submitting the bill therefore be entitled to receive a monthly payment proportionate to the part thereof then executed and passed by the Principal, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payment for work actually done and completed and shall not preclude requiring of bad unsound and imperfect or unskilful work to be removed and taken away and reconstructed, or re-erected, or be considered as an admission of the due performance of the contract, or any part therein any respect or the accruing of any claim nor shall it conclude, determine, or effect in any way the powers of Principal under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way a vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work, in default the Principal may depute Engineering Consultant appointed by the College to verify the such submitted bill and measurement book in actual and ask for certification of the total amount

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payable, and on the basis of which the decision of the Principal in this respect shall be final and conclusive.

Clause 7 (Bills and Measurements):

The contractor shall submit all bills on the printed forms to be had on application at the office the Principal, Abhayapuri College (available in the college website) and the charges in the bills shall always be entered on the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender, at the rates hereinafter provide for such work. The measurements in detail should be taken in measurement books separately which will be verified by the appointed technical person of the College.

Clause 8 (Quality assurance):

The contractor shall execute the whole and every part of the work in the most substantial and workman like manner, both as regards materials and otherwise in every respect in strict accordance with the true intent and meaning of the drawings and specification. The contractor shall also confirm exactly, fully and faithfully to the true intent any meaning of the designs, drawings and instructions in writing relating to the work signed by the Principal and lodged in Abhayapuri College and to which the contractor shall be entitled to have access at such office or on the site of work for the purpose of inspection during office hours and the contractor shall, if he/she so requires, be entitled at his/her own expense to make or cause to be made copies of the specification, and of all such designs, drawings, and instructions as aforesaid.

Clause 9 (Variation of works):

The Principal shall have power to make any alterations, in, or addition to the original specification, drawings, design and instructions that may appear to him be necessary or advisable during the progress of the work and the contractor shall bound to carry out the work in accordance with any instructions which given to him/her writing and signed by Principal, and such alteration shall not invalidated the contract; and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor the same conditions in all respects on which he agreed to do the

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main work and at the same rates as are specified in the tender for the main work. The time for completion of the work shall be extended in the proportion that the additional work bears to the original contract work and the certificate of the Principal shall be final and conclusive as to such proportion. And if the additional work, include any class of work for which no rate is provided in this contract, then such class of work shall be carried out at the rates entered in the schedule of rate of APWD, Govt. of Assam current at the time of execution and if such last mentioned class of work is not entered in the schedule of rates mentioned above, then the contractor shall within seven days of the date of his receipt the order carry out the work inform the Principal the rate which it is his intention charge for such class of work and if the Principal does not agree to this rate he shall, by notice in writing, be at liberty to cancel his order to carry out such class work, and arrange to carry it out in such manner as he may consider advisable/provided always that if the contractor shall commence work or incur any expenditure in regard thereto before the rates have been determined as lastly herein before mentioned then and in such case he/she shall only be entitled, to be paid in respect or the work carried out or expenditure incurred by him prior to the date of the determinations of the rate and aforesaid according to such rate or rates as shall be fixed by the Principal. In the event of a dispute the decision of the Principal will be final and conclusive.

Clause 10 (Right of College to do part or whole work):

If at any time after the commencement of the work the College shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out, the Principal shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever, on account of any profit or advantage, which he/she might have derived from the execution of the work, in full, but in which he/she did not derive in consequence of the full amount of the work not having been carried out, neither shall be have any claim for compensation by reason of any alternations having been made in the original specification, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

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Clause 11 (Compensation for bad/defective work):

If it shall appear to the Principal, then any work has been executed with unsound, imperfect or unskilful workmanship, or with materials of any inferior description, or that contracted for or otherwise not in accordance with the contract, the contractor shall on demand in writing from the Principal specifying the work, materials or articles complained of notwithstanding that the same may have been inadvertently passes, certified and paid for forthwith rectify or removed and reconstruct the work so specified in whole or in part, as the case may require, or as the case may be remove the materials or article so specified and provide other proper and suitable materials or articles at his own proper charge and cost, and in the event of his failing to do so within a period to be specified by the Principal to his demand aforesaid, then the contractor shall be liable to pay compensation at the rate of one percent, on the amount of the contract for every day not exceeding ten days, while his failure to do so shall continue and in the case of the contractors continued failure, the Principal may rectify or remove, and re-execute the work or remove and replace with others the materials or articles complained of, as the case may be at the risk and expense in all respects of the contractor.

Clause 12 (Right of the College to Inspect work at all times):

All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Principal and the contractor at all times during the usual working hours and at all other times at which reasonable notice of the intension of the Principal to visit the works shall have been given to the contractor, either by himself/herself to be present receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself / herself.

Clause 13 (Measurements of work):

The contractor shall give not less than 7 days notice in writing to the Principal before covering up or otherwise placing beyond the reach of measurement or inspections any work in order that the same may be inspected or measured, and correct dimension thereof be taken before the same is so covered up or placed beyond the reach if measurement or inspection and shall not cover or place beyond the reach of measurement or inspection, any work

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without the and if any work shall be covered up or placed beyond the reach measurement or inspection without such notice having been given or consent obtained in writing the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which, the same was executed.

Clause 14 (Compensation for damage):

If the contractor or his work-people or servants, shall break, deface, injure, or destroy any part of a structure in which they may be working or any building, road, fence, road curb, water pipe, cables drains, electric/Telephone post & wires, trees, enclosure, grass or grass land, or cultivated ground contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work, while shall happen to the work, progress from any cause whatever or any imperfections become apparent in it within 12 months after a certificate, final or other, of at completion shall have been given by the Principal as aforesaid, the contractor shall make the same good at his own expense, or in default, the Principal may cause the same to be made good by other workmen, and deduct the cost of (of which the certificate of the Principal shall be final and conclusive) plus 9% percent supervision charges from any sums that may be then or at any time thereafter may become due to the contractor or from his security deposits or the proceeds of sale thereof, or of a sufficient portion thereof.

Clause 15 (Labour rules to be followed):

No female labour shall be employed within the limit of a cantonment and no labourer below the age of fourteen years shall be employed on the works.

Clause 16 (No sub-letting permitted):

The contractor shall not assign or sub-let without the written approval of Principal. And if the contractor shall assign or sublet his contract attempt so to do, or become insolvent or commence any insolvency proceeding or make any composition with his creditors or attempt so to do, or if any gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly be given, promised, or offered by the contractor, or any of the servants or agents to any public officer or person in the employ of the Government in any way relating to his office or employment, or if any such officer or person shall become in any

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way directly or indirectly interested in the contract, the Principal may there upon by notice in writing rescind the contract and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of the College and the same consequences shall ensue as if the contract has been rescinded under clause 3 here of and in addition to contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

Clause 17(Authorization of work):

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Principal for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

Clause 18 (Minimum labour wages to be paid):

The contractor shall pay his labours not less than the wages paid for similar work in the neighbourhood.

Clause 19 (Specification/direction to be followed):

In the case of any class of work for which there is no such specification as is mentioned herein, such work shall be carried out in accordance with the specifications embodied in the Schedule of Rates of APWD, Govt. of Assam and in event of their not being included in the schedule of rates of APWD, Govt. of Assam, then in such case the work shall be carried out in all respect in accordance with the College authority.

Sd/-
Principal
Abhayapuri College
Abhayapuri

Signature of the Tenderer
with seal: