



**UNIVERSITY WORKS DEPARTMENT  
GAUHATI UNIVERSITY  
GUWAHATI-14**

**SHORT TENDER NOTICE NO. T/16-17/449**

1. Sealed Tenders in F-2 Form is hereby invited from the reputed Firms/contractors of relevant categories registered under Gauhati University, P.W.D.; C.P.W.D., M.E.S. and any other State or Central Govt. undertaking having experience in execution of similar type of work. The tenders will be issued from 20/02/2016 upto 25/02/2017 and received at the office of the Registrar, Gauhati University up to 2 p.m. on 28/02/2017 and shall be opened on the same day & at 2-30 p.m. Contractors or their authorized representative may present at the time of opening of tenders.

1.	Name of Work :	Construction of public toilet (Gents & Ladies) near Art's Canteen
2.	Approximate value of the work:	Rs. 12,64,182/-
3.	Time Allowed for completion of the work	60 (sixty) Days
4.	Earnest Money to be deposited	General : Rs.25,284/- & ST/SC/OBC/ UGE/UDE Category Contractor: Rs.12,642/-

2. Further particulars may be ascertained from the office of the Registrar, Gauhati University during office hours and the site of work may be seen before submission of the tender. Tenders may be submitted in ordinary paper but the formal tender shall be submitted before commencement of work. Earnest Money may be furnished in Demand Draft/ Call deposit receipt or University Cash receipt duly pledged in favour of the Registrar, Gauhati University. Non refundable a sum of Rs.500/-(five hundred) for Tender fee shall be deposited in University and the receipt attached to the Tender. The Tender without Tender fee and Earnest Money will not be taken into consideration. New Tenderers should attached certificate of past experience, copies of work orders and proficiency duly attached by a Notary/Gazetted officer in support of execution of similar type of work along with his valid registration certificate. The formal tender shall be executed on Non-Judicial Court paper of Rs.10/- (ten) to be purchased by the contractor.

3. The Tenders shall be submitted for whole items of work and the rates expressed both in figures and words, and the unit written in words. Every page of the tenders and every correction shall be attached by dated initial of the contractor. The rates shall be quoted either on percentage basis on schedule of rates of Assam P.W.D. ( Buildings) for (Civil, Sanitary & water supply works) for the year 2013-14 or Against every individual; item of schedule of works as attached and should include the cost of the complete item of work including cost of materials, labour, royalty and other incidental charges if any.

4. All work shall be executed according to the Assam P.W.D. specification or as specified & directed by the department and completed within the specified time In the event of delay in submission of the formal tender and / or commencement of execution of the work the contractor shall be liable to penalty and the earnest money shall be forfeited to the University.

5. The firm submitting tenders shall enclose a copy of the firm's constitution & certified copy of the power of Attorney duly attested by a Notary or Gazetted Officer. The Proprietorship firm shall submit affidavit of proprietorship. The University reserves the right not to accept the lowest or any tenders without assigning any reasons thereof.

6. Tenders submitted by the bidders shall remain valid for acceptance for a period of 180 (One hundred eighty ) days from the date of opening of such tenders. The bidder/s shall not be entitled to revoke or cancel his/ their / tender/s or to vary any of the terms thereof during the said period of validity.

7. The period of liability shall be 12(Twelve) months reckoned from the date of issue of completion certificate on virtual completion of the work.

8. The Tender shall superscribe the name of the work on the envelope. Full address & contact no. etc of the Tenderer should be written in tender.

9. The Tenders not properly sealed shall not be considered.

10. No modification and enhancement of rates shall be considered after opening of tenders.

11. VAT & Income Tax will be deducted from total bill value as per prevailing Govt. Rule.

12. Quoted rate shall be inclusive of Service Tax

**13. Qualifying criteria for issue of Tender Document:**

- Registered with Gauhati University /Govt. / Semi Govt. Department and Autonomous Body appropriate class.
- Experience of successfully completing at least one similar work of value not less than Rs. 5 lakhs against single work order during last 5(five) years in Govt. /Semi Govt. Department, Autonomous Body. Copy of work order & proof of completion i.e. completion certificate/ Final Bill must be submitted. Work under private sectors will not be considered.

14. Tender shall be submitted in the order of the following attachment, specifying attachment number for each contents.

**ATTACHMENT**

- Submission of tender letter along with original set of tender document and drawings duly sealed & signed.
- Earnest Money Deposit and its details.
- Valid Registration Certificate of the Contractor.
- Organization details .
- Caste Certificate if applicable.
- Details of Past experience as required

Memo. No. T1/16-17/ 5687-93  
Copy forwarded to:

- The Secy. To V.C, for favour of information to the Hon'ble Vice- Chancellor G.U .
- The Registrar, G.U. for information
- The Finance Officer, GU for information
- The Jt. Registrar, G.U with a request to place the tender in the G.U. website.
- The project Manager, G.U for information.
- The D.U.E ( T/C) G.U for information.
- Notice Board ( works Department).

Self  
Superintending Engineer i/c  
Gauhati University  
Date. 16/2/17

Superintending Engineer i/c  
Gauhati University

Work call  
16/2/17  
28/2/17

**Schedule of Works.**

Ref. NIT No. T/16-17/ 449

Name of Work : Construction of public toilet( Gents & Ladies) near Art's Canteen

<u>Sl.no</u>	<u>Description of Works</u>	<u>Unit/ Qty</u>	<u>Estimated Amount</u>	<u>Quoted Rate</u> (to be quoted as percentage basis as at par/Above/Below the APWD Schedule of Rate for Building (Civil/ Sanitary & Water Supply Works) for year 2013-14 both in figure & words.)	<u>Total Tended Amount.</u>
A.	<b><u>Civil Works</u></b> All items of work as covered under APWD schedule of rates for Building (Civil Works) for year 2013-14	As per Estimate	Rs. 10,59,893/-		
B.	<b><u>Sanitary &amp; Water Supply Works</u></b> All items of work as covered under APWD schedule of rates for Building (Sanitary & Water Supply Works) for year 2013-14	As per Estimate	Rs. 2,04,289/-		
C.	<b>Total Cost:</b>				
D.	*Rebate If Any ( to be quoted as % basis over the total Cost)				

\*Conditional Rebate will not be accepted

  
Superintending Engineer i/c  
Gauhati University.

Signature of contractor

Name.....

Address:.....

.....

Cont. No.- .....

Date:-.....



**UNIVERSITY WORKS DEPARTMENT  
GAUHATI UNIVERSITY**

Tender No. :	
Reference to comparative statement :	
Reference to Work Order No. :	

(Form-2)

**ITEM RATE TENDER AND CONTRACT FOR WORKS**

Name of The work :	
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**GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS**

1. All works proposed for execution by the contract will be notified in a form of Notice Inviting Tender (NIT) signed by the Superintending Engineer displayed on the notice board in the office of University Works Department and or published in news paper.

This Notice Inviting Tender will state the works to be carried out, the date of submitting and opening tenders, the time allowed for carrying out the work, the amount of earnest money to be deposited with the tender, the amount of security deposit to be deposited by the successful tenderers and the percentage, if any to be deducted from bills and any special condition of contract required to be signed. Detailed estimate, Bill of quantities, specifications, designs and drawings and any other documents required in connection with the work duly signed by the Superintending Engineer shall also be kept opened for inspection by the contractor at his office during office hours.

2. **Signing of Tender:**

2.1 The Tender shall contain the name, residence and place of business of person or persons submitting the tender and shall be signed by the bidder with his usual signature.

2.2 In the event of the tender being submitted by a Partnership firm, it must be signed separately by the each member or by the duly authorized partner holding a power of attorney authorizing him to do so followed by the name and designation of the person signing. Partnership firms shall furnish the full name and particulars of all partners and the name and designation of person holding power of attorney. The certified copy of the partnership deed together with a certified extract from the register of firms containing names and addresses of all the partners of the firm should be furnished along with the tender.

2.3 A Tender by a Company shall be signed in name of the Company by a person duly holding the power of attorney to do so. In case of a company (whether private or public), certified copy of the certificate of incorporation together with certified Memorandum of Articles of Association and a list containing names and addresses of all the partners/ directors should accompany the tender.

2.4 In case of Proprietorship Firm, affidavit of the proprietorship duly notarized by a Notary shall be submitted with the tender.

2.5 All documents duly attested by a Notary Public or Gazetted Officers shall be submitted along with the Tender.

2.6 All pages of the Tender shall be signed in full at lower right hand corner or signed wherever required in the tender documents, all signatures shall be dated.

2.7 Any person who submits a tender shall fill up the usual printed form stating at what rates he is willing to undertake each item of the work. Tenderers who propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable for rejection. No tenderer shall submit more than one tender against each work but contractors who wish to tender for two or more works shall submit a separate tender for each work. Tender must be submitted in a sealed envelope and Tenderers shall have his name & address, name of the work and Tender No. to which they refer written outside the envelope without which tender is liable for rejection. The Tenderer shall mention all his documents submitted along with the tender.

### 3 Commencement of Work :

The work covered by this contract shall be commenced from the 7<sup>th</sup> day from the date of issue of the Letter of Intent and be completed in stages on or before the dates as mentioned in the time schedule of completion of work. The Contractor should bear in mind that time is the essence of this agreement, unless such time be extended pursuant to the provision of clause of the contract agreement. Request for revision of completion of time after tenders are opened will not receive any consideration.

### 4 Earnest Money

The tenderer must pay earnest money as given in the notice inviting tender with the tender failing which the tender is liable to be rejected. The earnest money can be paid in Demand Drafts or Banker's cheque only from any Nationalised / Schedule 'A' Bank in favour of "The Registrar, Gauhati University" payable at Guwahati. EMD submitted in the form of Bank Guarantee will not be accepted and the tender will be summarily rejected. **Note :** No interest shall be paid by the Owner on the earnest money deposited by the tenderer. **The earnest money of the unsuccessful tenderers will be refunded within a period of 75 days from the date of award of the contract.**

The earnest money deposited by successful tenderer will remain towards the security deposit for the fulfillment of the contract but shall be forfeited if the tenderer fails to deposit the requisite initial security deposit as per clause no. 6 hereof and or fails to execute the agreement within 7 days from the date of issue of the Letter of Intent.

### 5. Tender Fee

All tenders must pay the non refundable requisite Tender Fee as mentioned in the Notice Inviting Tender in the form GU cash receipt.

### 6. Security Deposit.

6.1 A sum of 10% of the accepted value of the tender shall be deposited by the Tenderer (hereafter called Contractor) whose tender has been accepted as security deposit with the Gauhati University. This may be deposited initially at 2% of the value of the contract (referred as initial Security Deposit) within 7 days from the date of issue of Letter of Intent and the balance 8% will be recovered in installments through deductions @ 10% of the value of each running account bill till the total security deposit amount is collected, after which no further deductions from bills will be made on this account.

6.2 The earnest money deposited with the tender shall be adjusted towards security deposit, provided it is furnished in demand draft only.

6.3 The Security deposit & Earnest Money Deposit shall not bear any interest.

### 7 Additional Performance Security

7.1 In case the quoted rate is +10% or -10% of the estimated rate and the tender is considered for acceptance, the Gauhati University may decide to ask the tenderer to deposit performance security as per prevailing approved rate in addition to the Security Deposit in clause 6 above.

7.2 The performance security will be released after satisfactory completion of the work only.

## 8 Submission of Tenders:

8.1 Tenderers must submit tender including queries if any, at the office as mentioned in the Notice Inviting Tender

8.2 In case, the day of submission of the tender happens to be a holiday on account of Govt. notification and tender cannot be opened the tender shall be opened on the next working day at 2.00p.m. or at the date & time as notified by the Superintending Engineer.

## 9 Rates to be in Figure & Words:

9.1 The Bidders should quote in English both in figure and words the rates and the amounts tendered by him/them in schedule of Quantities for each item and in such a way that the interpolation is not possible.

9.2 In case there is any discrepancy between the rates quoted in figure and words, the rate quoted in words shall be taken as correct. If there is any discrepancy between rate and the amount, the amount shall be modified in accordance with the rate written in words. In case the amount derived is found to be wrong, the amount shall be corrected on the basis of the rate quoted. In case any ambiguity is found in the rates the tender may liable to be rejected.

## 10 Correction in Entries of Tender Document.

All correction and alteration in the entries of tender document shall be signed in full by the bidders with date mentioned thereon. No erasure or over writing and /or writing over correction fluid shall be accepted.

## 11 Alteration of Tender Document

The Tender Documents shall not be altered in any way and the whole set of documents in original shall be submitted after being fully filled in and signed.

## 12 Transfer of Tender Documents

Transfer of Tender Document issued to intending bidders to another is not permissible.

## 13 Period of validity:

Tenders submitted by the bidders shall remain valid for acceptance for a period of 180 (One hundred eighty) days from the date of opening date of opening of such tenders. The bidder/s shall not be entitled to revoke or cancel his/ their / tender/s or to vary any of the terms thereof during the said period of validity.

## 14 Signing of Contract:

The tenderer, whose tender the Gauhati University has accepted, shall enter into formal agreement with owner as per terms of these tender documents.

The successful bidder shall be required to executed an agreement as per proforma attached with the tender document at his own cost on a non judicial stamp paper of Rs.10/- (Rupees ten) only within 7 days from the date of issue of the Letter of Intent. In the event of failure of the selected bidder to execute the said agreement within stipulated period, the Gauhati University reserves right to forfeit the earnest money deposit and cancelled the acceptance of such tender. The contractor's responsibility in respect of this work shall commence from the date of issue of the letter of Acceptance of the Tender/ Work Order.

## 15 Right of Owner to Accept or Reject the Tender:

The acceptance of tender will rest with the authority of Gauhati University who does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all the tenders received without assigning any reason thereof. Further the Gauhati University authority reserves the right to allot the work in part or whole.

**Canvassing in connection with tenders is strictly prohibited and tender submitted by the Tenderer who resort to canvassing will be liable to rejection.**

## 16 Collection of Data Tenderer's Responsibility

The tenderer shall visit the site and should get acquainted himself fully with the site condition and type of construction etc. before tendering and no claims/request of any change in rates or condition whatsoever will be entertained on the plea of ignorance or difficulties involved in execution of work or carriage of materials after receipt of the tender.

To:

The Superintending Engineer  
G.U. Works Department  
Gauhati University

Guwahati - 781 014, Assam, India

SUBMISSION OF TENDER

Name of Work: .....

1. I/We hereby tender for execution of the above work as per tender document within the time schedule mentioned therein and accepted by me/us, at the schedule of rates quoted by me/us for the whole work in accordance with terms and conditions, specifications, drawings, as detailed in the tender document.
2. It has been explained to me/ us that the time stipulated for job and completion of works in all respects as per the "Time schedule" of completion of work and accepted by me/us is the essence of the Contract. I/We agree that in the case of failure on my/ our part to strictly observe the time of completion mentioned for work or any of them and to the final completion of works in all respects according to the "Time Schedule of Completion of work", I/We shall pay compensation to the Owners as per provision and stipulations contained in clause-2.2 & 2.5 of General Conditions of Contract and I/We agree to the recovery being made as specified therein.
3. I/We agree to pay the earnest money and security deposit and accept the terms and conditions laid down in the memorandum below in this respect.

MEMORANDUM

- (a) General description of work : .....
- (b) Earnest Money : Rs.....  
(Rupees).....  
.....(only).  
The Earnest money is payable in the manner set out in Para 5, below. The Earnest money, if the tender is accepted, will be retained against the security deposit.
- (c) Security Deposit : 10% of the contract amount which will be paid in the manner set out in clause (1) in section 2 of the General Conditions of Contract
- (d) Time allowed for starting of work : Seven (7) days from the date of issue of letter of acceptance of the tender

Item No.	Item of Work	Qty	Unit	Rate Tendered	
				In Figure	In Words

Note: To be continued on additional sheets as found necessary

4. Should this tender be accepted I /We hereby agree to abide by and fulfill all terms and conditions of the said condition of contract annexed hereto so far as applicable or in default thereof, to forfeit and pay to the Gauhati University such sums of money as are stipulated in conditions contained in Notice Inviting Tender and other tender documents.
5. I/We hereby pay the earnest money of Rs..... Rupees.....) in the form of Banker's cheque / Demand Draft/ GU Cash Receipt No. .... of ..... (Name and Office of the State Bank of India or any Schedule 'A' Bank) in favour "The Registrar, Gauhati University", Guwahati payable at Guwahati.
6. If I/We fail to commence the work specified in the memorandum in para (3) above, or I/We fail to deposit the amount of security deposit specified in the Memorandum in para (3) above, I/We agree that the Gauhati University without prejudice to any other right or remedy be at liberty to forfeit the said earnest money in full otherwise the said earnest money shall be retained by the Gauhati University towards the security deposit specified in para (3) above. The Gauhati University shall also be at liberty to cancel the notice of acceptance of tender if I/We fail to deposit the security amount as aforesaid or to execute an agreement or to start work as stipulated in the tender documents.
- I/We enclose herewith evidence of my/our experience of execution of work of similar nature and magnitude carried out by me/us in the prescribed proforma and also the Income Tax and Sales Tax Clearance Certificate.

Date.....day of.....20.....

Signature of Tenderer(s), with the seal

Name of Tenderer ( In Block Letter)

Full Address:

Village/Town:

Street No.:

Post Office:

PIN :

Mobile/Telephone no:

E-mail :

**Signature of Witness to Contractor's signature:**

Witness-1

Name ( In Block Letter)

Full Address:

Occupation :

Witness-1

Name ( In Block Letter)

Full Address:

Occupation :

The above tender is hereby accepted by me on behalf of the Gauhati University.

Suprintending Engineer  
Gauhati University  
Dated the

Registrar  
Gauhati University  
day of 20.....

## SECTION - 1

### 1. Definition of Terms

In the contract document as herein defined where the context so admits, the following words and expressions will have the following meanings:

- 1.1 "The Owner" means the Gauhati University Guwahati having its registered office at Guwahati-781014.
- 1.2 "The Contractor" means the person or the persons, firm or company whose tender has been accepted by the Owner and includes the Contractor's legal representative, his successor and permitted assignees.
- 1.3 The "Engineer-in-Charge" shall mean the Superintending Engineer designated as such by the Owner and shall include those who are expressly authorised by the Owner to act for and on his behalf for operation of this contract.
- 1.4 The "Work" shall mean works to be executed in accordance with the contract or part thereof as the case may be and shall include all extra, additional altered or substituted works as required for the purpose of the contract.
- 1.7 "Construction Equipment" means all applications and equipment of whatsoever nature for the use in or for the execution, completion, operation or maintenance of the work unless intended to form part of the Permanent work.
- 1.8 "Site" means the areas on which the permanent Works are to be executed or carried out and any other places provided by the Owner for purpose of the contract.
- 1.9 "Contract Document" means collectively the Tender Document, Designs, Drawings, Specifications, agreed variations, if any, and such other documents constituting the tender and acceptance thereof.
- 1.10 "The Sub-Contractor" means any person or firm or Company (other than the Contractor) to whom any part of the work has been entrusted by the Contractor, with the written consent of the Engineer-in-Charge, and the legal personal representatives, successors and permitted assigns of such person, firm or company.
- 1.11 The "Contract" shall mean the Agreement between the Owner and the Contractor for the execution of the works including therein all contract documents.
- 1.12 The "Specification" shall mean the various technical specifications attached and referred in the tender documents. It shall also include the latest edition including all addenda/corrigenda of relevant Indian Standard Specifications published before entering into Contract.
- 1.13 "The Drawings" shall include maps, plans and tracings or prints thereof with any modifications approved in writing by the Engineers-in-Charge and such other drawings as may required , from time to time, or furnished or approved in writing by the Engineer-in-Charge.
- 1.14 The "Tender" means the tender submitted by the Contractor for acceptance by the Owner.
- 1.15 The "Alteration Order" means an order given in writing by Engineer-in-Charge to effect additions to or deletion from and alteration in the work.
- 1.16 The "Completion Certificate" shall mean the certificate to be issued by the Owner when the works have been completed to his satisfaction.
- 1.17 The "Final Certificate" in relation to a work means the certificate issued by the Owner after the period of liability is over.
- 1.18 The "Period of Liability" in relation to a work means the specified period from the date of issue of completion certificate up to the date of issue of final certificate during which the Contractor stands responsible for rectifying all defects that may appear in the works.
- a. The "Appointing Authority" for the purpose of arbitration shall be the Vice Chancellor, Gauhati University, Guwahati or any other person so designated by the Owner.
- b. 'Tendering period' means the period from the date of invitation of tender to date of submission of tender.



## SECTION - 2

### CONDITION OF CONTRACT

Clause-2.1

#### **Security Deposit:**

The person/persons whose tender may be accepted (hereinafter called the contractor) shall, within seven days of the receipt by him of the notification of the acceptance of his tender, deposit with the Registrar, Gauhati University in Govt./G.U. securities endorsed to him a sum sufficient with the amount of the earnest money already deposited to make up the full security deposit specified in the tender or permit the Gauhati University at the time of making any payment for work done under the contract to deduct such sum as will (with the earnest money already deposited) amount to ten percent, of all money so payable, such deductions to be held by the Gauhati University by way of security deposit. Provided always that in the event of the contractor depositing a lump sum or equivalent of securities as contemplated above, then and in such case, if the sum so deposited or the value of the securities at any time shall not amount to ten percent of the total estimated cost of the work, it shall be lawful for the Gauhati University at the time of making any payment to the contractor for work done under the contract to make up the full percentage of ten percent by deducting and retaining, free of interest, a sufficient sum for every such payment as last aforesaid. All compensation or other sums of money payable by the contractor to the Gauhati University under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising there from or from any sums which may be due or may become due to the contractor by the Gauhati University on any account whatsoever, and at the event of his security deposit being reduced by reason of any such deduction or sale of aforesaid, the contractor shall within ten days thereafter make good in G.U. securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. No interest shall be payable by the Gauhati University from sums deposited as security deposit.

Clause-2.2 :

#### **Compensation For Delay**

The time allowed for carrying out the works as entered in the Contract shall be strictly observed by the Contractor. The work shall throughout the stipulated period of the contract be proceeded with all the diligence (time being deemed to be the essence of the contract), and the Contractor shall pay to the Owner as compensation, an amount equal to 1% or such smaller amount as the Engineer-in-charge (whose decision in writing shall be final), may decide on the amount of the contract value for every week that the work may remain incomplete as per the time schedule, subject to a maximum compensation of 10% of the contract value after which period action will be taken by the Engineer-in-Charge under the provisions of the Contract.

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-fifth of the work before one-fourth of the time allowed under the contract has elapsed, three-eighth of the work before one-half of such time has elapsed and three-fourth of the work before three-fourth of such time has elapsed. In the event of the Contractor failing to comply with this condition, he shall be liable to pay as compensation an amount as stipulated above. The compensation so paid shall not relieve the Contractor from his obligations to complete the work or from any other obligations and liabilities under the contract.

Clause-2.3

#### **Sum Payable by Way of Compensation to be considered as Reasonable Compensation Without Reference to Actual Loss**

All sums payable by way of compensation under any of the conditions shall be considered as reasonable compensation without reference to the actual loss or damage, which shall have been sustained.

Clause-2.4

#### **Rights of the Owner to Forfeit Security Deposit**

Wherever any claim against the Contractor for the payment of a sum of money arises out of or under the contract, the Owner shall be entitled to recover such by appropriating in part or whole, the security deposit of the Contractor, and to sell any Government Securities etc. forming whole or part of such security. In the event of the security being insufficient or if no security has been taken from the Contractor, then the balance or the total sum recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Contractor. The Contractor shall pay to the Owner on demand any balance remaining due.

**Action when 50% percentage or more of security deposit is forfeited**

In any case in which under any clause or clauses of this contract the Contractor shall have rendered himself liable to pay compensation amounting to 50% (fifty percent) or more of his security deposit (whether paid in one sum or deducted by installments) the Superintending Engineer on behalf of the Gauhati University shall have power to adopt any of following courses as he may deem best suited to the interest of the Gauhati University.

(a) To rescind the contract, as to which rescission notice in writing to the contract under the hand of the Superintending Engineer shall be final and conclusive and in which case the security deposit of the contractor shall stand forfeited, and be absolutely at the disposal of the Gauhati University.

b) To employ labour paid by the Gauhati University and to supply materials to carry out the work, or any part of the work debiting the contractor the cost of the labour and the price of the materials plus twenty four percent on the total of the aforesaid cost and price to cover the cost of supervision (as to the amount of which cost price a crediting certificate of the compensation shall be final and conclusive) and crediting him with the value of the work done in all respects in the same manner and at the same rates as if it had been carried out by the Contractor under the terms of his contract and the certificate of the Superintending Engineer as to the value of the work done shall be final and conclusive.

(c) To measure & take over the work remaining unfinished by the contractor and to complete the same through a fresh contractor, 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 Superintending Engineer shall be final and conclusive) shall be done and paid by the original contractor and may be deducted from any money due to him by the Gauhati University under the contract or otherwise or from his security deposit or the proceed of sale thereof, or sufficient part thereof.

In the event of any of the courses being adopted by the Superintending Engineer, the contractor shall have no claim to compensation for any loss sustained by him reason of his having purchased or procure any materials or entered into any engagements, or made any advance on account of, or with a view to the execution of the work or the performance of the contract. In case the contract shall be rescinded under the provision aforesaid clause, the amount that may have become due to the Contractor on account to work already executed by him shall not be payable to him until after the expiry of six (6) calendar months reckoned from the date of termination of Contract or from the taking over the WORK or part thereof by the Owner as the case may be, during which period the responsibility for faulty materials or workmanship in respect of such work shall under the Contract, rest exclusively with the contractor. This amount shall be subject to deduction of any amounts due from the Contractor to the Owner under the terms of the Contract authorised or required to be reserved or retained by the owner.

**Contractor Remains Liable to Pay Compensation if Action not Taken under Clause -2.5**

In any case in which any of the powers conferred upon the Owner by clause 2.5 thereof shall have become exercisable and the same had not been exercised, the non exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the Contractor for which by any clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the Contractor for past and future compensation shall remain unaffected. In the event of the Superintending Engineer putting in force either of the powers (a) or (c) vested in him under the preceding clause he may, if he so desires, take possession of all or any tools & plants, materials and stores in or upon the works or the site thereof belonging to the Contractor or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates or in case of these not being applicable at current market

rates to be certified by the Superintending Engineer whose certificate thereof shall be final, otherwise the Superintending Engineer may give notice in writing to the Contractor or his clerk of the works, foreman or other authorised agent, requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice), and in the event of the Contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the Contractor's expense or sell them by auction or private sale on account of the Contractor and at his risk in all respects without any further notice as to the date, time or place of sale and the certificate of the Superintending Engineer as to the expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the Contractor.

Clause-2.7

#### **No Compensation for Alteration in or Restriction of Work**

If at any time from the commencement of the work the Owner shall for any reason whatsoever not require the whole or part thereof as specified in the tender to be carried out the Engineer-in-Charge 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 might have derived from the execution of the work in full, but which he did not derive in consequence of full amount of the work not having been carried out neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

Clause-2.8

#### **Time Schedule of Construction**

The general time schedule of construction is given in the tender notice. The Contractor should prepare a detailed monthly or weekly construction programme jointly with the Engineer-in-Charge within one month from the date of issue of Letter of Intent or acceptance of tender. The work shall be executed strictly as per the time schedule given in this document. The period of construction given includes the time required for testing, rectifications, if any, retesting and completion in all respects to the entire satisfaction of the Engineer-in-Charge.

Clause-2.9

#### **Force Majeure**

Any delays in or failure of the performance of either party hereto shall not constitute default hereunder or give rise to any claims for damages, if any, to the extent such delays or failure of performance is caused by occurrences such as Acts of God or the public enemy, expropriation or confiscation of facilities by Government authorities, compliance with any order or request of any Governmental authorities, acts of war, rebellion or sabotage or fires, floods, explosions, riots or illegal strikes.

Clause -2.10

#### **Extension of Time**

If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other grounds he shall apply in writing to the Superintending Engineer within 10 days of the date of the hindrance or date of occurrence or commencement of the aforesaid other grounds on account of which he desires such extension as aforesaid and the Superintending Engineer 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 opinion be necessary or proper.

Clause-2.11

#### **Contractor's Subordinate Staff and their Conduct**

a) The Contractor, on or after award of the work shall name and depute a qualified engineer having sufficient experience in carrying out work of similar nature, to whom the equipments, materials, if any, shall be issued and instructions for works given. The Contractor shall also provide to the satisfaction of the Engineer-in-charge sufficient and qualified staff to superintend the execution of the works, competent sub-agents, foremen and leading hands including those specially qualified by previous experience to supervise the types of works comprised in the contract in such manner as will ensure work of the best quality, expeditious working. Whenever in the opinion of the Engineer-in-charge additional properly qualified supervisory staff is considered necessary, they shall be employed by the Contractor without additional charge on account thereof. The Contractor shall ensure to the satisfaction of the Engineer-in-charge that sub-contractors, if any, shall provide competent and efficient supervision over the work entrusted to them.

b) If and whenever any of the Contractor's or sub-Contractor's agents, sub-agents, assistants, foremen or other employees shall in the opinion of Engineer-in-Charge be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the Owner or the Engineer-in-Charge, it is undesirable for administrative or any other reason for such person or persons to be employed in the works, the Contractor, if so directed by the Engineer-in-charge, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall not again be employed in connection with the works without the written permission of the Engineer-in-Charge. Any person so removed from the works shall be immediately replaced at the expense of the Contractor by a qualified and competent substitute. Should the Contractor be requested to repatriate any person removed from the works he shall do so and shall bear all costs in connection herewith.

c) The Contractor shall be responsible for the proper behaviour of all the staff, foremen, workmen and others and shall exercise a proper degree of control over them and in particular and without prejudice to the said generality, the Contractor shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighborhood and in the event of such employee so trespassing, the Contractor shall be responsible therefore and relieve the Owner of all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of the Engineer-in-Charge upon any matter arising under this clause shall be final.

d) If and when required by the Owner all the Contractor's personnel entering upon the Owner's premises shall be properly identified by badges of a type acceptable to the Owner which must be worn at all times on the Owner's premises.

Clause-2.12

#### **Procedure For Measurement/Billing of Work in Progress**

##### **(a) Measurements**

All measurements shall be in metric system. All the works in progress will be jointly measured by the representative of the Engineer-in-Charge and the Contractor's authorised agent progressively. Such measurement will be got recorded in the measurement book by the Engineer-in-Charge or his authorised representative and signed in token of acceptance by the Contractor or his authorised representative.

For the purpose of taking joint measurement the Contractor's representative shall be bound to be present whenever required by the Engineer-in-Charge. If, however he is absent for any reason whatsoever the measurements will be taken by the Engineer-in-Charge or his representative and this will be deemed to be correct and binding on the Contractor.

##### **(b) Billing**

The Contractor will submit a bill in approved proforma in triplicate to the Engineer-in-Charge of the work giving abstract and detailed measurements for the various items executed during a month, before the expiry of the 1st week of the succeeding month. The Engineer-in-Charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible, before the expiry of 10 days from presentation of the bill.

##### **(c) Running Account Payments to be Regarded as Advances**

All running account payments shall be regarded as payment by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled 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 thereof, in this respect, or of the accruing of any claim by the Contractor, nor shall it conclude, determine or affect in any way the powers of the Owner under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the contract. The final bill shall be submitted by the Contractor within one month of the date of physical completion of the work, otherwise, the Engineer-in-Charge's certificate of the measurement and of total amount payable for the work accordingly shall be final and binding on all parties.

**(d) Payment of Contractor's Bill**

No payment shall be made for works estimated to cost less than Rs. 50,000/- till the whole of the work shall have been completed and a certificate of completion given. But in case of works estimated to cost more than Rs. 50,000/- the Contractor on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part thereof approved and passed by the Engineer-in-Charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the Contractor. This payment will be made after making necessary deductions as stipulated elsewhere in the contract document for materials, security deposit etc.

Payment due to the Contractor shall be made by the Owner if so directed by the Owner by Crossed Account Payee cheque forwarding the same to registered office or the notified office of the Contractor. In no case will Owner be responsible if the cheque is mislaid or misappropriated by unauthorised person/persons. In all cases, the Contractor shall present his bill duly pre-receipted on proper revenue stamp.

All payments shall be made in Indian currency.

Clause 2.13

**Store Supplied**

If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the Engineer-in-charge's store, or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such materials and stores and the prices to be charged thereof as hereafter mentioned being so far as practicable for the convenience of the of the contractor but not so far as in any way to control the meaning of effect of this contract specified in the schedule or memorandum hereto annexed), the contractor shall be supplied with such materials and stores as required from time to time to be used by him for the purpose of the contract only and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule or memorandum may be set off or deducted from any sum then due or thereafter to become due to the contractor under the contract, or otherwise or against or from the security deposit, or the proceeds of sale thereof, if the same is held in Gauhati University securities the same of a sufficient portion thereof being in this case sold for the purpose. All materials supplied to the contractor shall remain as absolute property of the Gauhati University and shall not Engineer-in-charge on any account be removed from the site of the work, and shall at all times be open for inspection by the Superintending Engineer but such materials shall be in the custody of the contractor who shall be responsible for any loss, damage or deterioration due to theft, fire, storm, flood, earthquake or any other cause of any nature whatsoever. Any such materials unused and in perfectly good condition at the time of the completion or determination of the contract shall be returned to the Engineer-in-charge's store, if by a notice in writing under his hand he shall so require, but the contractor shall not be entitled to return any such materials unless with such contract, and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid being unused by him or for any wastage in or damage to any such materials.

Clause-2.14

**Store of genuine manufacture to be obtained from GU Works Dept.**

The contractor shall, if so required by the Engineer-in-charge obtain from the stores of the Engineer-in-charge all stores and article of approved manufacture, which may be required for the work, or any part thereof or in making up articles, required thereof or in connection there with all such materials, articles or stores from whatsoever obtained or purchased by the contractor must conform in all respects to the Bureau Indian Standard Specification for the materials or articles in question which bear ISI stamp and/or which are supplied by reputed suppliers borne on DGS & D list. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-charge will be debited to the contractor in his accounts at the rates shown in the schedule attached to the contract, and if they are not entered in the schedule, they will be debited at cost which price for the purpose of the contract shall include the cost of the same at the stores aforesaid.

Clause -2.15

**Materials to be supplied by the Contractor.**

The contractor shall supply at his own cost all materials required for the construction including M.S. /TMT bars, cement, & other building materials ,construction plant and equipment for the completion and maintenance of the works except the materials which will be issued by the Owner and shall make his own arrangement for procuring such materials and for the transports thereof.

Clause -2.16

**Works to be executed in accordance with specification, drawings, orders etc.**

- a) All the works shall be executed in strict conformity with the provisions of the contract documents and with such explanatory detail drawings, specifications and instructions as may be furnished from time to time to the Contractor by the Engineer-in-Charge whether mentioned in the contract or not. The Contractor shall be responsible for ensuring that works throughout are executed in the most substantial proper and workman light manner with the quality of material and workmanship in strict accordance with specifications and to the entire satisfaction of the Engineer-in-Charge.
- b) All works to be carried out as per the specifications/instruction contained in Assam P.W.D. current general specifications; relevant to this work, with a cross reference to relevant codes of practice published by the Bureau of Indian Standards or published by the Indian Roads Congress in respect of matters not covered by the APWD specifications shall be followed.
- c) All the works shall be carried out in sound workmanship and true to line, level, plumb and as per the best practice of the trade.

Clause-2.17

**Coordination and inspection of work**

The coordination and inspection of the day-today work under the contract shall be responsibility of the Engineer-in-Charge. The written instructions regarding any particular job will normally be passed by the Engineer-in-Charge or his authorised representative. A work order book will be maintained by the Contractor for each sector in which the aforesaid written instruction will be entered. This will be signed by the Contractor or his authorised representative by way of acknowledgement within 12 hours.

Clause-2.18

**Approval of sample of materials to be used**

The Contractor shall furnish to the Engineer-in-Charge for approval when requested or if required by the specifications adequate samples of all materials and finishes to be used in the work. Such samples shall be submitted before the work is commenced and in time to permit tests and examinations thereof. All materials & finishes to be used in the work shall be approved by the Engineer in-charge. All materials used and finishes applied in actual work shall be in accordance with the approved samples.

Clause-2.19

**Tests for quality of Works**

All tests that will be necessary in connection with the execution of the work as decided by the Engineer in-charge shall be got done from the approved laboratories as desired by the Engineer- in- charge and all expenses viz. cost of samples , testing charges, including carriage, conveyance etc. whatsoever shall be borne by the contractor.

Clause-2.20

**Action where no Specification is issued**

In case of any class of work for which there is no such specification supplied by the Gauhati University as mentioned in the tender documents such work shall be carried out in accordance with Indian Standard specifications and if the Indian Standard Specifications do not cover the same, the work should be carried out as per specification based on sound Engineering Practice subject to the approval of the Engineer-in-Charge.

Clause -2.21

**Alterations in Specifications & Designs, Drawings, Extra Works, Deviation of quantities.**

The Engineer-in-Charge shall have power to make any alterations in, omission from, addition to or substitutions for, the schedule of items, the original specifications, drawings designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the Contractor shall be bound to carry out such altered extra new items of work in accordance with any instructions which may be given to him in writing signed by the engineer-in-charge and such alterations, omissions, additions or substitutions shall not invalidate the contract and any altered, additional or substituted 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 on the same conditions in all respects on which he agreed to do the main work. The time for completion of work may be extended additions or substitutions of the work, as he may consider as just and reasonable. The rates for such additional, altered or substituted work under this clause shall be worked out in accordance with the following provisions.

- (a) If the rates for the additions, altered or substituted work are specified in the contract for the work, the Contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract.
- (b) If the rates for the additional, altered or substituted work are not specifically provided in the contract for the work, than such class of work shall be carried out at the rates entered in the APWD schedule of rates of the current year.
- (c) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in sub-clause (a) & (b) above, then the Contractor shall, within 7 days of the date of receipt of order to carry out the work, inform the Engineer-in-Charge of the rate which it is his intention to charge for such class of work, supported by analysis of the rate or rates claimed, and the Engineer-in-Charge shall determine the rate or rates on the basis of the prevailing market rates, labour cost at schedule of labour plus 10% to cover Contractor's supervision, overheads and profit and pay the Contractor accordingly. The opinion of the Engineer-in-Charge as to current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the Contractor.

Clause -2.22

#### **How contractor should protest**

If the contractor considers any work demanded of him to be outside the requirement of the contract, or considers any record or ruling of the Engineer-in-charge to be unfair, he shall immediately upon such work being demanded or such record or ruling being made, ask for written instructions or decisions and within ten (10) days after the date of receipt of the written instructions or decisions, he shall file a written protest with the Engineer-in-charge, stating clearly and in detail the basis of his objections. Except of such protest or objections as are made in the manner herein specified and within the time limit stated, the records ruling instructions or decisions of the Engineer-in-charge shall be final and conclusive.

Clause -2.23

#### **Action and compensation payable in case of bad work.**

If it shall appear to the Engineer-in-charge or his subordinate in charge of the work, that any work has been executed with unsound, imperfect, or unskilled workmanship, or with materials of any inferior description or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the contractor shall on demand in writing from the Engineer-in-charge specifying the work materials or articles complained of notwithstanding that the same may have been inadvertently passed, 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 articles so specified and provided 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 Engineer-in-charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the rate of 1% (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 contractor's continue failure over and above the ten days specified above, the Engineer-in-charge, 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 respect of the contractor and charge the contractor for the work in sub-clause (b) of clause-2. 5 above. The decision of the Engineer-in-Charge as to any question arising under this clause shall be final and conclusive.

Clause -2.24

#### **Works to be open for inspection.**

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 Engineer-in-charge and his subordinates and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the works shall have been given to the contractor, either himself be present to receive orders and instruction or have a responsible agent only accredited in writing present for the 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.

Clause -2.25

**Notice to be given before work is covered up.**

The contractor shall give not less than five day's notice in writing to the Engineer-in-charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement or inspection any work in order that the same may be inspected or measured, and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement or inspection and shall not cover or place beyond the reach of measurement or inspection; any work without the consent in writing of the Engineer-in-charge or his subordinate in charge of the work; and if any work shall be covered up or placed beyond the reach of 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 on payment or allowance shall be made for such work or the materials with which, the same was executed.

Clause -2.26

**Defect Liability period: Contractor liable for damage done and for imperfection for twelve months after completion.**

The Contractor shall guarantee all the installation/works for a period of 12 months from the date of issue of completion certificate. Any damage or defect that may arise or lie undiscovered at the time of issue of completion certificate, connected in any way with the equipment or materials supplied by him or in the workmanship, shall be rectified or replaced by the Contractor at his own expense as deemed necessary by the Engineer-in-Charge or in default, the Engineer-in-Charge may cause the same to be made good by other workmen and deduct expenses (of which the certificate of Engineer-in-Charge shall be final) plus twenty four percent supervision charges from any sums that may be then or at any time thereafter, become due to the Contractor or from his security deposit, or the proceeds of sale thereof, or of a sufficient portion thereof.

Clause -2.27

**Completion Certificate**

The contractor shall give the Superintending Engineer notice in writing when the work is completed and on receipt of such notice, his subordinate shall inspect the work and if completed make an entry in the measurement book to this effect. The contractor shall then be furnished with a certificate by the Superintending Engineer of such completion but no such certificate shall be given nor shall the work be considered to be complete until the contractors shall have removed from the premises, on which the work shall be executed, all scaffolding, surplus materials and rubbish and shall have cleaned off all dirt from all wood-work, doors, windows, walls, floor or other parts of any structures in upon, or about which the work has been executed or of which he may have had possession for the 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 the Engineer-in-charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish, and dispose of the same as he thinks fit and clean off such dirt as aforesaid and the contractor shall forthwith, pay the amount of all expense so incurred plus twenty four percent supervision charges, and shall have no claim in respect of such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Clause-2.28

**Final Decision and Final Certificate**

Upon expiry of the period of liability and subject to the Engineer-in-Charge being satisfied that the works have been duly maintained by the Contractor during monsoon or such period as herein before provided in clause 2.26 and that the Contractor has in all respect duly made up any subsidence and performed all his obligations under the contract, the Engineer-in-Charge shall (without prejudice to the rights of the Owner to retain the provisions of relevant clause hereof) otherwise give a certificate herein referred to as the final certificate to that effect and the Contractor shall not be considered to have fulfilled the whole of his obligations under the contract until Final Certificate shall have been given by the Engineer-in-Charge notwithstanding any previous entry upon the work and taking possession, working or using of the same or any part thereof by the Owner.



Clause- 2.29

**Certificate and Payments no Evidence of completion**

Except the final certificate, no other certificates or payments against a certificate or on general account shall be taken to be an admission by the Owner of the due performance of the contract or any part thereof or of occupancy or validity for any claim by the Contractor.

Clause-2.30

**Release of Security Deposit**

The security deposit or the earnest money will be retained for 12 (twelve) months after completion of the work. However, initial 2% Security/Earnest Money deposit for the job concerned may be refunded after the expiry of half the period of liability for that particular Job, at the discretion of the Engineer-in-charge and the balance half on the full period of liability.

Clause-2.31

**Safety Regulations**

- (a) In respect of all labour, directly or indirectly employed in work for the performance of Contractor's part of this agreement, the Contractor shall at his own expense arrange for all the safety provisions as per safety codes of Central /State .P.W.D., Indian Standards Institution, The Electricity Act, Mines Act and such other acts as applicable.
- (b) Further, the contractor shall also provide all necessary fencing, lights , sign boards, notices etc at the construction site required to protect the public from accident and shall be found to bear the expense of a offence of every suit, action of other proceeding at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit action or proceeding to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

Clause -2.32

**Work on Sundays or holidays**

No work shall be done on Sundays or holidays without the sanction in writing of the Engineer-in-charge. For execution of work on Sundays and holidays, the Contractor will approach the Engineer-in-Charge or his representative at least two days in advance and obtain permission in writing.

Clause -2.33

**Work not to be sublet.**

The contract shall not be assigned or sub-let without the written approval of the Superintending Engineer and if the contractor shall assign or sub-let his contractor or 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 bribe 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 his servants or agents to any public officer or person in the employ of the G.U. in any way relating to his office or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract, and the Superintending Engineer may thereupon by notice in writing rescind the contract and security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of the G.U. and the same consequence shall ensure as if the contract has been rescinded under clause 2.5 hereof, and in addition the contractor shall not be entitled to recover or be paid for any work thereto for actually performed under the contract.

Clause -2.34

**Changes in constitution of firm.**

In the case of a tender submitted by a partnership firm, any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer-in-charge for his information.

Clause-2.35

**Power of Entry**

If the Contractor shall not commence the work in the manner previously described in the contract documents or if he shall at any time in the opinion of the Engineer-in-Charge

- a) fail to carry out the works in conformity with the contract documents, or
- b) fail to carry out the works in accordance with the time schedule, or
- c) substantially suspend work or the works for a period of fourteen days without authority from the Engineer-in-charge, or
- d) fail to carry out and execute the works to the satisfaction of the Engineer-in-Charge, or
- e) fail to supply sufficient or suitable constructional plant, temporary works, labour, materials or things, or
- f) commit or suffer or permit any other breach of any of the provisions of the contract on his part to be performed or observed or persist in any of the above mentioned breaches of the contract for the fourteen days, after notice in writing shall have been given to the Contractor by the Engineer-in-Charge requiring such breach to be remedied, or
- g) if the Contractor shall abandon the works, or
- h) if the Contractor during the continuance of the contract shall become bankrupt, make any arrangement or composition with his creditors, or permit any execution to be levied or go into liquidation whether compulsory or voluntary not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction then in any such case, the Owner shall have the power to enter upon the works and take possession thereof and of the materials, temporary works, constructional plant, and stock thereon, and to revoke the Contractor's license to use the same, and to complete the work by his agents, other Contractors or workmen, or to relate the same upon any terms and to such other person firm or corporation as the Owner in his absolute discretion may think proper to employ and for the purpose aforesaid to use or authorise the use of any materials, temporary works constructional plant, and stock as aforesaid, without making payment or allowance to the Contractor for the said materials other than such as may be certified in writing by the Engineer-in-charge to be reasonable, and without making any payment or allowance to the Contractor for the use of temporary said works, constructional plant and stock or being liable for any loss or damage thereto, and if the Owner shall by reason of his taking possession of the works or of the works being completed by other Contractor (due account being taken of any such extra work or works which may be omitted) then the amount of such excess as certified by the Engineer-in-charge shall be deducted from any money which may be due for work done by the Contractor under the contract and not paid for. Any deficiency shall forth with be made good and paid to the Owner by the Contractor and the Owner shall have power to sell in such manner and for such price as he may think fit all or any of the constructional plant, materials etc. constructed by or belonging to and to recoup and retain the said deficiency or any part thereof out of the proceeds of the sale.

Clause -2.36

**Right of Owner to Determine/Terminate contract**

- a) Owner shall, at any time, be entitled to determine and terminate the contract, if in the opinion of the Owner the cessation of the work becomes necessary owing to paucity of funds or for any other cause whatsoever, in which case the cost of approved materials at the site at current market rates as verified and approved by Engineer-in-Charge and of the value of the work done to date by the Contractor shall be paid for in full at the rates specified in the contract. A notice in writing from the Owner to the Contractor of such determination and termination and the reason, therefore shall be the conclusive proof of the fact that the contract has been so determined and/terminated by the Owner.
- b) Should the contract be determined under sub-clause (i) of this clause and the Contractor claims payments to compensate expenditure incurred by him in the expectation of completing the whole of the work, the Owner shall consider and admit such claim as are deemed fair and reasonable and are supported by vouchers to the satisfaction of the Engineer-in-Charge. The Owner's decision on the necessity and propriety of any such expenditure shall be final and conclusive and binding on the Contractor.

Clause -2.37

**Decision of the Vice-Chancellor, G.U. / Construction Committee of GU to be final.**

Except where otherwise specified in the contract , in case any dispute or difference shall arise between the parties or either of these upon any questions relating to the meaning of the specifications ; designs and drawing and instructions herein before mentioned or as to the quality of workmanship, or materials used on the work, or as to the any of the conditions or any clause or thing there in contained or as to any other question, claim, right, matter, or thing whatsoever in any way arising out of or relating to the contract, designs, drawing specifications, estimates, instructions order of these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work, or after the completion or abandonment thereof and then such dispute or difference shall be referred to the Chairman of the Construction Committee, Gauhati University and the decision of the Vice-Chancellor, GU there on shall be final, conclusive and binding on all the parties.

Clause -2.38

**Damage to Property**

- a) Contractor shall be responsible for making good to the satisfaction for the Owner any loss or and any damage to all structures and properties belonging to the Owner or being executed or procured or being procured by the Owner or of other agencies within the premises of all the work of the Owner, if such loss or damage is due to fault and/or the negligence or willful acts or omission of the Contractor, his employees, agents, representative or sub-Contractors.
- b) The Contractor shall indemnify and keep the Owner harmless of all claims or damage to property other than Owner's property arising under or by reason of this agreement if such claims result from the fault and/or negligence or willful acts or omissions of the Contractor, his employees, agents representative or sub-Contractors.

Clause-2.39

**Materials Obtained from Dismantling**

The materials obtained in the work of dismantling etc., will be considered as the Owner's property and property will be disposed off to the best advantage of the Owner. The old scraped/ damaged materials obtained during dismantling such as C.G.I. Sheets and other roofing material , steel frame of doors & windows, iron gate & fencing , iron post , wooden chowkat & other wooden members , electrical goods etc shall be deposited to the Estate Office for the disposal of the same through auction later on and receipt from the Estate Officer shall be attached with bill.

Clause-2.40

**Articles of Value Found**

All gold, silver and other minerals of any description and all precious stones, coins, treasure, relics antiquities and other similar things which shall be found in, under or upon the site, shall be the property of the Owner and the Contractor shall dully preserve the same to the satisfaction of the Engineer-in-Charge and shall from time to time deliver the same to such person or persons indicated by the Owner.

Clause-2.41

**Identity Card**

Identity Card to all the workers / labourers under contractor's seal and signature for a specified period as per the terms of the contract and instructing them to carry the same during their movement/ work inside Gauhati University campus. A list of labourers with their address to be submitted to the Engineer-in-charge & Security Officer of the Gauhati University certifying that Identity Cards for them have been issued.

On completion of the work, the workers/ labourers must leave the campus within 3 days from the date of completion and the dwelling camps must be demolished within this period. The final or any bill of the work after completion will not be passed for payment without a certificate of vacation and demolition of the dwelling camp from the Engineer in-charge or his authorised officer.

Clause-2.42

**Water and Power**

a) Water :

The contractor shall arrange water fit for the purpose of drinking and construction at their own cost.

b) Power:

- i. Owner will supply power at a point near the work site, from where the contractor will make his/their own arrangement for distribution. All the works of the contractor shall be done as per Indian Electricity Act and Rules framed thereunder and approved by the Engineer-in-Charge. The temporary lines will be removed forthwith after the completion of the work or if there is any hindrance caused to the other work due to the alignment of these lines, the contractor will re-route or remove the temporary lines at his own cost.
- ii. The contractor at his own cost will also provide suitable electric meters, fuses, switches etc. These shall be in the custody and control of the Owner. The cost of power supply shall be payable to the Owner every month at the prevailing rates from time to time or will be deducted from the running account bills.
- iii. Owner, however, does not guarantee uninterrupted power supply and this does not relieve the contractor of his responsibility for the timely completion of various works as stipulated, nor any compensation shall be paid to the contractor for any failure or short supplies of Power. The contractor shall therefore make their own arrangement for standby power supply at his own cost.

Clause -2.43

**Labour Laws :**

- a) No labour below the age of fifteen years shall be employed on the work.
- b) The Contractor shall not pay less than what is provided under law to labourers engaged by him on the work.
- c) The Contractor shall at his expense comply with all labour laws and keep the Superintending Engineer indemnified in respect thereof,

Clause-2.44

**Taxes, Duties, Octroi etc.**

The Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes, duties, octrois etc. now or hereafter imposed, increased, or modified from time to time in respect of works and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State governmental authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the Contractor and the Contractor shall be responsible for the compliance with all obligations and restrictions imposed by the Labour Law or any other law affecting employer-employee relationship and the Contractor further agrees to comply and to secure the compliance of all sub-Contractors, with all applicable Central State, Municipal and local laws and regulations and requirements of any Central, State or Local, Government agency or authority. Contractor further agrees to defend, indemnify and hold harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason of any violations by Contractor or sub-Contractor of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against the Owner arising under growing out of, or by reason of the work provided for by this contract, by third parties, or by Central or State government authority or any administrative sub-division thereof.

Clause-2.45

**Insurance:**

The Gauhati University assumes no responsibility for life , accident, travel or any other insurance coverage for the Contractor or any personnel/ labours engaged by the contractor. The contractor shall be responsible for appropriate the insurance coverage for his labour & staff.

Clause-2.46

**If the contractor dies.**

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, the Owner shall have the option of terminating the contract without compensation to the contract.

Clause-2.47

**Jurisdiction of Court:**

All disputes arising out of the agreement so made shall be subject to the Jurisdiction of the Guwahati High Court at Guwahati to the exclusion of all other terms.

**Declaration**

I do hereby declare at the time of acceptance of this contract that I have thoroughly acquainted myself with all clause of the contract and agree to the time/ conditions set down in it.

Full Signature of the Contractor

Date.....

Address in full:.....

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