



GAUHATI UNIVERSITY
GOPINATH BARDOLOI NAGAR
GUWAHATI – 781014

TENDER DOCUMENT

FOR

Name of Work: Widening & Improvement of road from NH to AT-9 Boys' Hostel through GU market. & road from Physics Dept. to AT-7 Boys' Hostel including pot hole repairing & surfacing work (patch work) from GU main gate to Sundarbari

PART – A

TECHNO-COMMERCIAL BID

NIT No.T/17-18/355 Dt. 04.12.17

GAUHATI UNIVERSITY

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NIT No. T/17-18/355

Date: 04.12.17

Name of Work: Widening & Improvement of road from NH to AT-9 Boys' Hostel through GU market. & road from Physics Dept. to AT-7 Boys' Hostel including pot hole repairing & surfacing work (patch work) from GU main gate to Sundarbari

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GAUHATI UNIVERSITY
GOPINATH BARDOLOI NAGAR
GUWAHATI-14

Issue of Tender Documents

Ref : NIT No. T/17-18/355

Date : 04.12.2017

Tender document for Widening & Improvement of road from NH to AT-9 Boys' Hostel through GU market. & road from Physics Dept. to AT-7 Boys' Hostel including pot hole repairing & surfacing work (patch work) from GU main gate to Sundarbari consisting of Part - A: Techno-commercial Bid and Part – B: Price Bid is issued to —

M/s. / Sri :

Address :

.....

.....

**Superintending Engineer i/c
Gauhati University**

GAUHATI UNIVERSITY
Guwahati -14

NOTICE INVITING TENDER

NIT No. T/17-18/355

Date: 04.12.17

Sealed tenders in two-bid-system are hereby invited from the Contractors/ Firms registered under PWD (Roads or N.H.) of appropriate class having adequate experience in maintenance & construction bituminous roads for the following work.

Name of work	<u>Widening & Improvement of road from NH to AT-9 Boys' Hostel through GU market. & road from Physics Dept. to AT-7 Boys' Hostel including pot hole repairing & surfacing work (patch work) from GU main gate to Sundarbari</u>
Estimated value of the work :	Rs.35,40,079/-
Earnest Money for General	Rs.70,800/-
Earnest Money for ST/SC/OBC/UG/UDE	Rs.35400/-
Date of issue of Tender paper	From 07-12-2017 to 13-12-2017
Last Date & time for Submission Tenders (Both Technical & Commercial parts i.e. Part-A & B)	2-00p.m. on 15-12-2017
Date & time for opening of Part-A (Technical Bid)	2-30p.m. on 15-12-2017
Time of completion	30 (thirty) days

The interested parties may obtain the detailed tender document from the office of the Superintending Engineer G.U. during office hours on payment of (non-refundable) GU Cash Receipt / demand draft/banker's cheque of Rs. 1000.00 (Rupees one thousand only) in favour of the Registrar, Gauhati University payable at Gauhati towards the cost of tender document. Tender paper may also be down loaded from the University website www.gauhati.ac.in. In such case the cost of tender paper should be submitted along with the tender

1. Qualifying criteria for issue of Tender Document:

- a) Registered Contractor / Firms under P.W.D. (Roads or N.H.) of appropriate class
- b) Should have completed satisfactorily similar work of up-gradation/improvement of bituminous road (i) one work of value not less than 25 lakhs against single work order **OR** (ii) two works of value not less than 15 lakhs each against two separate work orders during last three years in Govt./ Semi Govt. Department/Autonomous Body.

Work under private sectors will not be considered.

- c) The minimum Annual Turn Over (Certified by Chartered accountant & supported by audited balance sheet) in any one year in the last three years shall be 25 lakhs

2. Application for Tender Document:

- a) Application for tender document must be accompanied by the attested copies of the qualifying documents as stated above along with registration certificate.
- b) Tender documents will be issued on any working day within the stipulated time on payment (Non-refundable) of Rs.1000/- by GU cash receipt/ Demand Draft / Banker's Cheque in favour of the "Registrar, Gauhati University, payable at Guwahati" towards cost of tender document.
- c) The issue of tender paper to a contractor does not automatically mean that tenderer is considered qualified for the price part of the bid.
- d) Gauhati University reserves the right to accept or reject any or all applications for issue of tender document without assigning any reason thereof.
- e) The acceptance of tender will rest with the authority of Gauhati University who does not bind itself to accept the lowest tender and reserve to itself the right to reject any or all the tenders received without assigning any reason thereof.
- f) In case, the day of submission of the tender happens to be a holiday on account of Govt. notification or due to some unavoidable circumstances and the submission & opening of the tenders shall automatically be extended to the next working day, the times specified remaining the same.
- g) For all clarifications regarding site conditions, items of work or any other related to this tender, the **Superintending Engineer** of Gauhati University may be contacted during office hours on all working days.

Superintending Engineer i/c
Gauhati University

Submission of Tender

From :

To

**The Superintending Engineer
Gauhati University
Gopinath Bordoloi Nagar,
Guwahati - 781 014, Assam, India**

1. I/We hereby tender for execution of the work " Widening & Improvement of road from NH to AT-9 Boys' Hostel through GU market. & road from Physics Dept. to AT-7 Boys' Hostel including pot hole repairing & surfacing work (patch work) from GU main gate to Sundarbari" 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 & 3 of 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 : Fifteen (Fifteen) days from the date of issue of letter of acceptance of the tender

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 Demand Draft/ Banker's cheque no.....
Date:.....of.....Branch
.....(Name of the nationalized 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 performa and also the Income Tax and Sales Tax Clearance Certificate.

Date.....day of.....2017

Name in Block Letters:

Address:

Signature of Tenderer(s), with the seal of Firm

Witness :

Witness *1

Address

Occupation

Witness 2

Address

Occupation

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

Dated the

day of

Vice-Chancellor/Registrar
Gauhati University
20.....

Superintending Engineer
Gauhati University.

* Signature of witness to contractor signature

GAUHATI UNIVERSITY WORKS DEPARTMENT

NIT No. T/17-18/355

Date: 04.12.2017

ITEM RATE TENDER AND CONTRACT FOR WORKS

Name of the Work : Widening & Improvement of road from NH to AT-9 Boys' Hostel through GU market. & road from Physics Dept. to AT-7 Boys' Hostel including pot hole repairing & surfacing work (patch work) from GU main gate to Sundarbari

GENERAL CONDITIONS OF CONTRACT (GCC)**SECTION - 1****GENERAL INFORMATION**

1. Location and Accessibility of Site

The University is located at Jalukbari within the Guwahati City area. The campus has a hilly terrain on southern side, with the river Brahmaputra flowing on northern side. The area has developed to a small township, now known as Gopinath Bordoloi Nagar.

The University is 10 KM from the Lokapriya Gopinath Bordoloi Airport at Borjhar on National Highway no.37, 5 KM from Kamakhya Railway Station and 10 KM from the Deputy Commissioner's office (Kachari) at the heart of Guwahati City. The Capital Complex of Assam at Dispur is 22 KM away from the University.

The University is easily accessible from Guwahati city which has road, rail and air links from all parts of the country. A large number of bus services from the various parts of Assam terminate at Adabari which is less than 2 KM from the Campus. The newly built Inter State Bus Terminus is also 10 Km away on the National Highway No. 37 on the way to Dispur.

2. Scope of Work

The present scope of work under this contract shall include raising /widening of existing carriageway; construction of granular Sub-base, W.B.M. and providing open graded Pre-mix surfacing / SDBC of 20mm thick after filling pot holes and patch repair with bituminous concrete as directed by the department. The contractor shall provide all necessary materials, equipment, labour etc. for the execution and maintenance of the work till completion unless otherwise mentioned in the tender document. The work has to be executed in accordance with the terms, conditions, specifications, schedule of quantities, drawings and any other instruction that may be issued by the department from time to time. Bidders should get acquainted with the site condition and type of construction etc. before tendering. No request of any change in rates or condition for want of information on any particular issue/question shall be entertained after receipt of the tender.

3. Time Of Completion Of Work:

This is the essence of this contract. The work shall be completed in all respect by the contractor within a period of 30 (thirty) days from the date of issue of written order to commence work/work order/letter of acceptance of tender.

4. Commencement of Work :

The work covered by this contract shall be commenced from the 15th 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.

The Contractor should prepare a detailed monthly or weekly construction programme jointly with the Engineer-in-Charge within seven days 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.

5. 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. 7** hereof and **or fails to execute the agreement within 7 days from the date of issue of the Letter of Intent.**

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.

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

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

7. Submission of Tenders:

7.1. The tender document shall be submitted in 2 (two) parts.

Part-A: Techno-commercial Part: Containing NIT. Technical specifications. General Conditions of Contract, Special Conditions of Contract etc.

Part-B: Price part: Containing the price bid for execution. Price bid of those tenders whose techno-commercial bid (Part-A) found acceptable shall be opened subsequently.

Part-A Shall be opened at the Executive Council's Chamber of Gauhati University in presence of the intending tenders or their authorized representative.

Part-B of the tender of those tenders who are found to be not qualified after opening of the Part-A shall be returned.

7.2 The Tenderers shall submit their technical as well as the price bid in two separate envelopes marking one envelopes as **Techno-commercial Part-A** & other as **Part-B: Price Bid**. These two envelopes shall be placed inside another envelope with name of work & bidder's name on it.

7.3 The Tenderer must furnish the Technical bid along with all supporting documents in hard / spiral binding.

7.4 In case, the day of submission of the tender happens to be a holiday on account of Govt. notification or due to some unavoidable circumstances and tender cannot be opened the tender shall be opened on the next working day at 2.00p.m.

7.5. Tenderers must submit tender including queries if any, at the following office:

**The Registrar,
Gauhati University
Gopinath Bardoloi Nagar, Guwahati – 781 014**

8. Rates to be in Figure & Words:

8.1 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.

8.2 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.

9. Correction in Entries of Tender Document.

9.1. 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.

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.

10. Signing of Tender:

10.1 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.

10.2 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.

10.3 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.

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

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

10.6 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.

11. Transfer of Tender Documents.

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

12. 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.

13. 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 execute 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.

14. Unbalanced Unit Rates

In the case of Tender where the unit price of any single item appears unworkable or too high as low such Tender will be considered unbalanced and in case the tenderer is unable to provide satisfactory explanation, the Owner reserves the right to disqualify such Tender.

15. Abnormally High Quoted Rates

In case the quoted rates of items exceed +50% of the estimated rates, there would be a ceiling of 15% on quantities provided in BOQ for those items. For such items, if quantities executed are more than 15% of quantities indicated in BOQ, rates for excess quantities beyond 15%, the average of rates quoted by other bidders will be considered for payment. If average rate comes more than the rates quoted by the contractor then the rate of the contractor will be considered. Further in case the quoted rates of any items

16. 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. The work may be allotted in part or whole at the discretion of competent authority of the institute.

17. G.S.T. & Income Tax will deducted from bill value as per prevailing Govt. Rule

18. Quoted rate shall be inclusive of G.S.T.

19. 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.

SECTION – 2**CONDITION OF CONTRACT****Clause-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 Superintending Engineer, Gauhati University (*herein after called the Engineer-in-charge*) 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 G.U. 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 G.U. 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 G.U. 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 G.U. 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 G.U. 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:**Compensation for Delay:**

The time allowed for carrying out the work as entered tender shall be strictly observed by the contractor and shall be reckoned from 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 proceed with, with all due diligence time being deemed to be of the essence of the contract on the part of the contractors and the contractor shall pay as compensation on amount equal to one percent or such smaller amount as Superintending Engineer (whose decision in writing shall be final) may decide on the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains uncompleted 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 class in which 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 on such time has elapsed and three-fourth of such time has elapsed, estimation of the amount of work done at any period being made by the Superintending Engineer/Construction Committee of Gauhati University whose decision shall be final. In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as the Superintending Engineer (whose decision in writing shall be final and conclusive), may decide on the said estimated cost of the work for every day that the due quality of work remains incomplete 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:

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 fifty percent or more of his security deposit (whether paid in one sum or deducted by installments) the Superintending Engineer on behalf of the G.U. 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 contractor 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 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 up the work of contractor and to a such part thereof as shall be unexecuted out of his 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 origin 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 G.U. 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. 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 therefore actually performed under this contract, unless and until the Superintending Engineer shall have certified in writing the performance of such work and the value payable in respect thereof and he shall only entitled to be paid the value so certified.

Clause -4:

Contractor remain liable to pay compensation if action not taken under clause.

In any case in which any of the powers conferred upon the Superintending Engineer, GU by clause 3 hereof shall have become exercisable and the same shall not be exercised, the non exercise thereof shall not institute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which under any clause or clauses hereof he is liable to pay

compensation which with any compensation remaining unrealized amounts to fifty percent or more of his security deposit. 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 desire, take possession of all or any tools plant, materials and store in or upon the work or the site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part or 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 and conclusive, otherwise the Superintending Engineer may by notice in writing to the contractor or his clerk of works, Foreman or other authorized agent require him to remove such tools plant, materials or stores from the premises within a time to be specified in such notice and in event of the contractor failing to comply with any such requisition, the Superintending Engineer may remove them at the contractor's expense or sale them by auction or private sale on account of the contractor and his risk in all respects, and the certificate of the Superintending Engineer as to the expense of any such removal and the amount of the proceeds and expenses of any such shall be final and conclusive.

Clause -5

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(ten) days of the date of the hindrance or date of occurrence or commencement of the aforesaid 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.

No compensation for any resources, labourer etc. brought to site' in idle period will be paid to contractor.

Clause -6 :

Final 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 -7 :

Payment or intermediate certificate to be regarded as advance

No payment shall be made for works estimated to cost less than rupees ten thousand till after the whole of the works shall have been completed and a certificate of completion given. But in the case of work estimated to cost more than ten thousand, the contractor shall on submitting the bill therefore be entitled to receive a monthly payment proportionate to the part thereof then 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. But all such intermediate payments shall be regarded payments by as way of advance against the final payment only and not as payment 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 if any respect or the accruing of any claim nor shall it conclude, determine, or effect in any way the powers of the Engineer-in-charge 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 effect 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 Engineer-in-charge may himself prepare or depute a subordinate to prepare such bill, and in any event, the Engineer-in-charge's certificate of the measurement and of the total amount payable for the work shall be final and conclusive.

Clause -8

Bill to be submitted monthly

A bill be submitted by the contractor each month on or before the date of any, fixed by the Engineer-in-charge for all work executed in the previous month and Engineer -in charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim, as far as admissible adjusted, if possible, before the expiry of ten days from the presentation of the bill. If the contractor dose not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the work in the presence of the contractor, or his duly accredited agent, whose countersignature to the measurement book will be sufficient warrant and the Engineer-in-charge may prepare or cause to be prepared a bill from such book which shall be binding on the contractor in all respect. Should the contractor dispute the accuracy of any measurement taken for the purpose of any intermediate or final bill or of the completion certificate he must intimate the fact, in writing to the Engineer-in-charge within forty eight hours of the measurement being taken and must obtain a receipt for the safe: delivery of the letter either through the post officer or direct from the office of the Engineer-in-charge. Should the contractor fail to intimate his non acceptance of the measurement, within forty eight hours of the measurements having been taken, in the manner described above no claim will subsequently be entertained regarding the accuracy of the measurement. If non a acceptance is intimated within the period herein prescribed, the decision of the Engineer-in-charge on the dispute shall be final and conclusive.

Clause -9

Bill to be on printed form.

The contractor shall submit all bills on the printed forms to be had on application at the office of the Engineer-in-charge and the change in the bills shall always be entered at 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 provided for such work.

Clause -10

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 G.U. 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 G.U. 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 -11

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

The contractor shall execute the whole and carry part of the work in the most substantial and workmanlike manner, and both as regards materials and otherwise in every in every respect in strict accordance with the true intent and meaning of the drawing and specifications. The contractor shall also conform exactly, fully and faithfully to the true intent any meaning of the designs, drawing and instructions in writing relating to the work signed by the Engineer-in-charge and lodge to his office and to which the contractor shall be entitled to have access at such office or on the site of the work for the purpose of inspection during office hours and the contractor shall if he so required, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawing and instruction as aforesaid.

Clause -12

Alteration in specification & design / Extension of time in consequence of alteration/ rate of for work not in the estimate or APWD schedule of Rates

The_Engineer-in-charge shall have power to make alterations in or additions to the original specifications, drawing, 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 the work in accordance with any instructions which may be given to him in writing and signed by the Engineer-in-charge, and such alteration shall not invalidate 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 on the same condition in all respect on which he agreed to do the main work and at the same rates as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to the original contract work, and certificate of Engineer-in-charge shall be final and conclusive as to such proportion. And if the addition work include any class of work, for which no rate is provided in this contract, than such class of work shall be carried out at the rates entered in the APWD schedule of rates of the current year and if such last mentioned class of work is not entered in the schedule of rates of the APWD, then the contractor shall within seven days of the date of his receipt of the 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 along with a analysis of rate as per the prevailing market price and if the Engineer-in-charge does not agree to this rate he shall, by notice in writing, be at liberty to cancel his order to carry out such class of 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 there to before the rates shall have been determined as lastly herein before mentioned then in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as a aforesaid according to such rates or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, decision of the Construction Committee of Gauhati University will be final and conclusive.

Clause -13

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 -14

No compensation for alteration in or restriction of work to be carried out.

If at any time after the commencement of the work the Gauhati University shall for any reason whatsoever not required the whole thereof as specified in the tender to be carried out, 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 the 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 contemned.

Clause -15

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 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 3 above.

Clause -16

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 -17

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 -18

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

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, enclosure, 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 in progress, from any cause whatever or any imperfections become apparent in it within twelve months after a certificate, final or other, of its completion shall have been given by the Engineer-in-charge as aforesaid, the contractor shall make the same good at his own expense or in default, the Engineer-in-charge may cause the same to be made

good by other workmen, deduct the cost (of which the certificate of the Engineer-in-charge shall be final and conclusive) plus twenty four percent supervision charges from any sum 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 -19

Materials to be supplied by the Contractor and liable for damages arising from non-provision of lights, fencing and notices.

The contractor shall supply at his own cost all materials (except such special materials, if any as may in accordance with the contract be supplied from the Engineer-in-charge's stores) plant, tools applications, implements, ladders cordage tackle scaffolding and temporary works requisite or proper for the proper execution of the work; whether original, altered or substituted, and whether included in the specification or other documents forming part of contractor referred to in these condition or not or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under these conditions he entitled to be satisfied, or which he is entitled to require to together with carriage thereof to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works for the accuracy of which he is entirely responsible, and or counting weighing and assisting in the measurement of examination at any time and from time to time of the work or materials. Failing his so doing the same may be provided by the Engineer-in-charge at the expense of the contractor and the expense may be deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof or of sufficient a portion thereof. The contractor shall also provide all necessary fencing, lights and notices 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 -20

Work on Sundays

No work shall be done on Sundays without the sanction in writing of the Engineer-in-charge.

Clause -21

Work not to be sublet.

The contract shall not 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, of 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 ensue as if the contract has been rescinded under clause 3 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 -22

Sum payable by way of compensation to be considered as reasonable compensation without referring to actual loss.

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of the G.U. without reference to the actual loss or damage sustained and whether or not any damaged shall have been sustained.

Clause -23

Changes in constitution of firm.

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

Clause -24

Work to be executed under direction of Superintending Engineer

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Superintending Engineer 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 carried on.

Clause -25

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

Except where otherwise specified in the contract the decision of the Vice-Chancellor/ Construction Committee of the Gauhati University for the time being shall be final , conclusive and binding on parties to the contract upon all questions relating to the meaning of the specifications ; designs and drawing and instructions herein before mentioned and as to the quality of workmanship, or materials used on the work, 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 or 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.

Clause -26

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 -27

Labour Laws :

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

Clause-28

Insurance

Contractor shall at his own expense carry and maintain insurance with reputable insurance companies to the satisfaction of the Owner as follows :

- (i) Employees State Insurance Act

The Contractor agrees to and does hereby accept full and exclusive liability for compliance with all obligations imposed by the Employees State Insurance Act, 1984, and the Contractor further agrees to defend, indemnify and hold Owner harmless from any liability or penalty which may be imposed by the Central, State or Local authority by reason of any asserted, violation by Contractor or sub-Contractor of the Employees State Insurance Act, 1948, and also from all claims, suits or proceeding that may be brought against the Owner arising under, growing out of or by reasons of the work provided for by this contract whether brought by employees of the Contractor, by third parties or by Central or State Government authority or any political sub-division thereof.

The Contractor agrees to fill in with the Employee's State Insurance Corporation, the Declaration Forms, and all forms which may be required in respect of the Contractors or sub-Contractors employees, whose aggregate remuneration is Rs. 400.00 per month or less and who are employed in the work provided for or those covered by ESI from time to time under the Agreement. the Contractor shall deduct and secure the agreement of the sub-Contractor to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act form wages and affix the Employee's contribution Cards at wages payment intervals. The Contractor shall remit and secure the agreement of the sub-Contractor to remit to the State Bank of India, Employees' State Insurance Corpn. Account, the Employees contribution as required by the Act. the Contractor agrees to maintain all cards and records as required under the Act in respect of employees and payments and the Contractor shall secure the agreement of the sub-Contractor to maintain such records. Any expenses incurred for the contributions, making contributions or maintaining records shall be to the Contractor's or sub-Contractor's account.

The Owner shall retain such sum as may be necessary from the total contract value until the Contractor shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid.

- (ii) Workman's compensation and employer's Liability Insurance

Insurance shall be affected for all the Contractor's employees engaged in the performance of this contract. If any of the work is sublet, the Contractor shall require the sub-Contractor to provide Workman's Compensation and employer's liability insurance for the latter's employees if such employees are not covered under the Contractor's Insurance.

(iii) Any other Insurance Required Under Law or Regulations or by Owner

Contractor shall also carry and maintain any and all other insurance which may be required under any law or regulation from time to time. He shall also carry and maintain any other insurance, which may be required by the Owner.

Clause -29

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 -30

Definition of Work:

Expression 'work' or 'works' where used in these conditions shall unless there be something either in the subject or contest repugnant to such construction be construed and taken to mean the works by or by virtue of the contract contracted to do executed whether temporary or permanent, and whether original, altered substituted or additional.

Clause -31

Release of Security Deposit

The security deposit or the earnest money will be retained for 12 (twelve) months after completion of the work. However, half of the security 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 -32

The works shall be carried out in conjunction with specifications, schedule of items and the construction drawings issued from time to time.

- a) All works to be carried out as per 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.
- b) 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 -33

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 cartage, conveyance etc. whatsoever shall be borne by the contractor. The contractor shall submit copies of all such test reports / results to the Superintending Engineer for his office record. All materials & finishes to be used in the work shall be approved by the Engineer in-charge.

Clause- 34 **SCHEDULE of RATES and PAYMENTS**

(i) Contractor's Remuneration

The price to be paid by the Owner to Contractor for the whole of the work to be done and the performance of all the obligations undertaken by the Contractor under the contract documents shall be ascertained by the application of the respective schedule of rates (the inclusive nature of which is more particularly defined by way of application but not of limitation, with the succeeding sub-clause of this clause) and payment to be made accordingly for the work actually executed and approved by the Engineer-in-Charge. the sum so ascertained shall (excepting only as and to the extent expressly provided herein) constitute the sole and inclusive remuneration of the Contractor under the contract and no further other payment whatsoever shall be or become due or payable to the Contractor under the contract.

(ii) Schedule of Rates to be Inclusive

The price/ rates quoted by the Contractor shall remain firm till the issue of final certificate and shall not be subject to escalation. Schedule of rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risk of every kind to be taken in executing, completing and handing over the work to the Owner by the Contractor. The Contractor shall be deemed to have known the nature, scope, magnitude and the extent of the works and materials required though the contract document may not fully and precisely furnish them. He shall make such provision in the schedule of rates as he may consider necessary to cover the cost of such items of work and materials as may be reasonable and necessary to complete the works. The opinion of the Engineer-in-Charge as to the items of work which are necessary and reasonable for completion of work shall be final and binding on the Contractor, although the same may not be shown on or described specifically in contract documents.

Generally of this present provision shall not be deemed to cut down or limited in any way because in certain cases it may and in other cases it may not be expressly stated that the Contractor shall do or perform a work or supply articles or perform services at his own cost or without addition of payment or without extra charge or words to the same effect or that it may be stated or not stated that the same are included in and covered by the schedule of rates.

(iii) Schedule of Rates to Cover constructional Plant, Materials, Labour etc.

Without in any way limiting the provisions of the proceeding sub-clause the schedule of rates shall be deemed to include and cover the cost of all constructional plant, temporary work (except as provided for herein), pumps, materials, labour, insurance, fuel, stores, and appliances to be supplied by the Contractor and all other matters in connection with each item in the schedule of rates and the execution of the works or any portion thereof finished, complete in every respect and maintained as shown or described in the contract documents or may be ordered in writing during the continuance of the contract.

(iv) Schedule of Rate to Cover Royalties, Rents and Claims

The schedule of rates shall be deemed to include and cover the cost of all royalties and fees for the articles and processes, protected by letters, patent or otherwise incorporated in or used in connection with the works, also all royalties, rents and other payments in connection with obtaining materials of whatsoever kind for the works and shall include and indemnity to the Owner which the Contractor here-by gives against all actions, proceedings, claims damages, costs and expenses arising from the incorporation in or use on the works of any such articles, processes or materials. Octroi or other municipal or local board charges if levied on materials, equipment or machineries to be brought to site for use on work shall be borne by the Contractor.

(v) Schedule for Rates of cover Taxes and Duties

No exemption or reduction of customs duties, excise duties, sales tax, contract quay or any port dues, transports charges, stamp duties or Central or State government or local body or Municipal Taxes or duties, taxes or charges (from or of anybody), whatsoever, will be granted or obtained, all of which expenses shall be deemed to be included in and covered by the schedule of rates. The Contractor shall also obtain and pay for all permits or other privileges necessary to complete the work.

(vi) Schedule of Rates to cover Risks of Delay

The schedule of rates shall be deemed to include and cover the risk of all possibilities of delay and interference with the Contractor's conduct for work which occur from and cause including orders of the Owner in the exercise of his powers and on account of extension of time granted due to various reasons and for all other possible or probable causes of delay.

(vii) Schedule of Rates Cannot be Altered

For work under unit rate basis, no alteration will be allowed in the schedule of rates by reason of works or any part of them being modified altered, extended, diminished or omitted. The schedule of rates are fully inclusive rates which have been fixed by the Contractor and agreed to by the Owner and cannot be altered.

For lump sum contracts, the payment will be made according to the work actually carried out, for which purpose an item-wise, or work-wise, schedule of rates shall be furnished, suitable for evaluating the value of work done and preparing running account bills. Lump sum contracts shall also allow for any increase or decrease in the total quantity of work upto approximately 10% for the quoted price and the contract value shall be adjusted accordingly.

Clause -35 Unbalanced Unit Rates

In the case of Tender where the unit price of any single item appears unworkable or too high such Tender will be considered unbalanced and in case the tenderer is unable to provide satisfactory explanation the Owner reserves the right to disqualify such Tender.

Clause-36 Abnormally High Quoted Rates

In case the quoted rates of items exceed +50% of the estimated rates, there would be a ceiling of 15% on quantities provided in BOQ for those items. For such items, if quantities executed are more than 15% of quantities indicated in BOQ, rates for excess quantities beyond 15%, the average of rates quoted by other bidders will be considered for payment. If average rate comes more than the rates quoted by the contractor then the rate of the contractor will be considered.

Clause -37 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.

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.

Contractor's Signature

Date.....

Address in full :.....

.....

.....

SPECIAL CONDITION OF CONTRACT

1. Work Programme.

1.1 The contractor after receiving the letter of acceptance shall furnish the work programme to the Superintending Engineer, GU within 7(seven) days from the date of issue of Letter of Acceptance.

1.2 The signing of the contract agreement will be subject to the acceptance of the work programme by the Superintending Engineer, GU

2. Bitumen Grade:

The grade of Bitumen for various type of bituminous works shall be VG-30 or 60/70

3. Tests:

3.1 The Contractor shall provide all required testing equipments for carrying out the quality test at site as directed the Engineer-in-charge and the tests shall be carried out as per IRC norms for earthwork, aggregates, bitumen etc. at his own cost as directed by the Engineer i/c.

3.2. All testing for Bitumen Products & aggregates etc. shall be done at the I.I.T. Guwahati ; Road Research Laboratory ; Assam Engineering College or any other Govt. approved laboratories as directed by the Engineer i/c.

4. Contractor Site Office

The contractor would provide an site office along with required office furniture , electricity, drinking water facilities, toilets , quality control equipments at his own cost as directed by the Engineer i/c to be used by the departmental staff. No extra claim shall be admissible for these facilities.

5. Collection of Materials on Road Side.

Collection of materials on road sides should be so planed that it should commensurate with physical progress of works and the collected materials should not cause any hindrance to the traffic. The contractor shall arrange for separate land for storage of road construction materials and machinery and these shall not be allowed to stacked on road side.

6. Bitumen used for the work shall be heated in boilers only and not in drums on open fire. Spraying of bitumen wherever necessary shall be done only with the mechanical sprayers and premixing of bitumen and stone aggregates should be done only in the proper mechanical mixer/ hot mix plant.

7. All Bitumen and modified bitumen will have to be procured by the contractor from the refinery sources only verification of related documents for purchase & testing of bitumen / modified bitumen from the Engineer-In-Charge is compulsory.

8. Traffic Safety and Control

The Contractor shall take all necessary measures for the safety of traffic during construction and provide, erect and maintain such barricades, including signs, markings, flags, lights and flagmen as may be required by the Engineer for the information and protection of traffic approaching or passing through the section of the road under improvement.

9. The work shall be executed as per Ministry's specification for Road & Bridges works (latest revision) & in accordance with handbook of quality control for construction of Roads & Runways IRC observing strict quality control.

PROFORMA OF AGREEMENT

1. Tender No.T/17-18/355 dated 4th December of the year 2017-18.
 2. Reference to resolution No.....dt.....of
the Gauhati University Construction Committee.
 3. Reference to work order.....dt.....
An agreement made on thisday of.....Two thousand
&.....) only
between the Gauhati University called the first party on the one part and
Shri..... his successor, executor administrators and assignees on the other
part.
Whereas the Gauhati University has appointed second party for execution
of the work.....value approximately of
Rs.....(Rupees.....) and
the second party has agreed to do the same and it is agreed between the parties.
- 1) That the second party shall execute the aforesaid work within.....months/days
from theday from the date of work order and in accordance in all respects with
the true intent and meaning, instructions and specification of the Assam A.P.W.D. and all other
respects under the terms and conditions of contract as mentioned in the Tender Document attached
hereinto as Annexure-1.

-AND-

2. That in consideration of the work detailed above the first party shall
pay to the second party value of work at the rates specified in the schedule of the rates attached
hereinto as Annexure-11.

Signature of the Contractor for the
Gauhati University.

Witnesses :1.
Address:

Witness 2.
Address

Superintending Engineer
Gauhati University.

TENDER PROFORMA
Techno-commercial Bid (Part-A)

(To be filled up & submitted in separate sealed envelope)

Name of Work: Widening & Improvement of road from NH to AT-9 Boys' Hostel through GU market. & road from Physics Dept. to AT-7 Boys' Hostel including pot hole repairing & surfacing work (patch work) from GU main gate to Sundarbari.

NIT No. T/17-18/ 355 Date. 04.12.2017

Due Date: 15.12.17 at 2-00p.m. at Executive Council Chamber of GU. (Office of the Registrar, GU)

The **Techno-commercial Bid (Part-A)** as submitted, shall consist of the following:

- 1) Complete set of the "Original Copy" of the tender document Part-A (**Techno-commercial Part**) as sold duly filled in and signed by the tenderer as prescribed in different clauses of the tender document with all addenda/corrigenda issued duly signed.
- 2) Particulars of Tenderer as per Annexure-I :
- 3) Amount of Earnest Money Deposit (EMD) as prescribed Money receipt no & date / Demand Draft No. & date.
- 4) Attested Copy of the Registration Certificate of the concerned authority such as PWD (Roads or N.H.)
:
- 5) Details of G.S.T. Registration
- 6) Copy of Income Tax PAN Card details :
- 7) Financial soundness of the tenderer
Latest Bank Solvency certificate from schedule
Bank as per Annexure-II :
- 8) Annual Turn over duly certified by a Chartered accountant & copies of Audited Balance sheets, Profit & Loss statements and copies of Income Tax Returns submitted of the contractor/Firm for last three years (Annexure-III)
- 9) Details of the similar type of works completed in the last 3 (three) years.
A list of such projects executed during last 3 (three) years shall be furnished under Annexure – IV
- 10) List of tools & plant available with the Tenderer. As per Annexure V :
- 11) Attested Copy of labour contract license :

N.B. all attestation shall be done either by a Gazetted officer or a Notary

Date: _____]

Signature With
Full name and Designation of the Bidder
(Or his Authorized person)

ANNEXURE – I**Particulars of Contractor:**

1. Name & Address of Contractor / Firm :

Telephone No. :

Fax No. :

2. Whether the firm is private / public limited/proprietorship (attested copies of deed for Articles of Association/ affidavit of the proprietorship duly attested by a Notary or Gazatted officer to be enclosed) :

3. Name of person holding the power of attorney :

(copy of power of attorney attested by a notary or Gazatted officer to be enclosed)

State his present nationality and liabilities

4. Name of partners, their present nationalities with their liabilities (copy of partnership deed attested by a notary or Gazatted officer to be enclosed) :

5. Name & Address of Bankers :

I / We authorize Gauhati University to make any investigation to verify the correctness of the statements and documents submitted with this application and obtain clarifications or information on the technical and financial aspects of the applicant.

Seal of the Company

Date :.....

(Signature of Company/ Contractor)

ANNEXURE-II

Banker's solvency certificate from schedule bank:

This is to certify that to the best of our knowledge and information

M/s.
(Name and Address of the applicant/ contractor)

a customer of our bank is respectable and can be treated as good for any engagement upto a
limit of Rs..... (**in figure**).....
.....(**in words**).

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

Signature and Seal of the Bank

Name of the Bank

Address

Date

ANNEXURE-III

Name of the Company/Contractor: _____

ANNUAL TURN OVER			
	Financial Year	Total Turn Over	Turnover for Civil Engineering Construction Works
	Year 2016-2017		
	Year 2015-2016		
	Year 2014-2015		

N.B. Audited balance Sheets, Profit & Loss Statements and copies of Income Tax Returns submitted for the above financial years are to be attached by the applicant without which information furnished shall be considered null and void

Seal of Company

Signature of the Company /Contractor

ANNEXURE – IV**List of works of similar nature executed during last 3 (three) years:**

Sl. No.		Full Postal Address of client & Name of Officer-in-Charge, Dept.	Value of contract	Date of Commence-ment of work	Date of completion	Remarks
A.	Name of Work value 25 lakhs or more					
	1.					
B.	Value 15 lakhs or more but less than 25 lakhs					
	1.					
	2.					

Note: Original or attested copies of work order and completion certificates duly signed & sealed from the client should be attached by the tenderer without which information furnished shall be considered null and void. Extra sheet may be added if required.

Date.

(Signature of Tenderer)
& Seal

ANNEXURE-V

Key Construction plants & equipments (Road Construction) proposed to be used by the contractor for the work :

Description(Type, Model, make etc.	Name of Manufacturer with year of Manufacture	Capacity	Age/Condition	Owned/ Leased	Nos. proposed to be used for this work	Remarks
Hot Mix Plant						
Excavator cum loader						
Static Roller						
Water tank with sprinkler						
Tipppers						
Trucks						
Bitumen boiler						
Mechanical broom hydraulic						
Paver finisher/paving machine						

The bidder must submit affidavit in support of his owing the above equipments. In case of equipments on lease, copy of the lease agreement along with the supporting documents of ownership shall be enclosed. Further, the bidder hereby confirms that the number and type of equipment he will deploy for construction will not be less than those listed above, and agrees to bring more equipment, if so warranted in the opinion of the engineer, at no extra cost to Gauhati University.

Date.

(Signature of Tenderer)
& Seal

GAUHATI UNIVERSITY
TENDER NO. T/17-18/355 DATED 04.12.17

Widening & Improvement of road from NH to AT-9 Boys' Hostel through GU market. & road from Physics Dept. to AT-7 Boys' Hostel including pot hole repairing & surfacing work (patch work) from GU main gate to Sundarbari

BIL OF QUANTITIES
PRICE BID

Sl. No.	Description of items	Unit	Total qty	Rate (Rs.) to be quoted both in fig & words	Amount (Rs)
1	Removal of unserviceable soil including excavation loading and disposal up to 1000 mtrs lead but excluding replacement by suitable soil.	Cu.m.	221.25		
2	BY MIX PLACE METHOD. Construction of Granular sub-base by providing close graded materials spreading in uniform layer with motor grader on prepared surface mixing by mix in place method with rotavator at O.M.C. and compacting with vibrating roller to achieve the desired density complete as percl.401(with initial lead 5K.M.) including cost of testing	Cu.m.	239.25		
3	WATER BOUND MACADAM. Providing and laying spreading and compacting stone aggregate of specific size to water bound macadam specification including spreading in uniform thickness hand packing rolling with vibrating roller 8-10 tones in stages to proper grade and camber applying and brooming requisite type of screening/binding material to fill up the interstics of coarse aggregates , watering and compacting to required density (with BY MANUAL MEANS Grade-II a) Using screening crushable type such as Morrum or gravel.	Cu.m.	274.14		

Sl. No.	Description of items	Unit	Total qty	Rate (Rs.) to be quoted both in fig & words	Amount (Rs)
4	MAKING 50mmx50mm FURROWS. (Making 50mmx50mm furrows, 25mm deep, 450 to the centre to centre lime of the road and at one meter interval in the existing thin bituminous wearing coarse including sweeping and disposal of	Sq.m.	1,890.00		
5	<u>PRIME COAT</u> (Proving and applying prime coat with bitumen emulsion on prepared surface of glandular base including cleaning of road surface and spraying primer at rate of 0.60kg/sqm using mechanical means (including cost of testing material at site and laboratory as directed by denartment Primer @0.6Kg. Per sq.mtr. With bitumen emulsion -CC-1h	Sq.m.	3,275.00		
6	Tack Coat Providing and applying tack coat with bitumen emulsion using emulsion pressure distributor @ 0.2Kg per sq.mtr on the prepared bituminous /granular surface cleaned with mechanical broom including cost of testing material at site and laboratory as directed by department With Bitumen Emulsion CSS-1h Dry & Hungry Bituminous surface a) In prop. 1:3:6 (1cement: 3sand:6 coarse aggregate) by volume	sq.m	3,275.00		
7	BITUMINOUS MACADAM				
	Providing laying Bituminous Macadam with 100-120 TPH Hot Mixed Plant producing an average out put of 75 Tons per hour using crushed aggergates of specification & grading, premixed with bituminous binder transported to site Including cost of testing materials at site & laboratory)	cu.m.	69.25		

Sl. No.	Description of items	Unit	Total qty	Rate (Rs.) to be quoted both in fig & words	Amount (Rs)
8	<p>Providing laying semi dense bituminous concrete with 100-120 TPH batch type H.M.P. providing an average output of 75 tones per hour using crushed aggregates of specified grading premixed with bituminous binder @ 4.5 to 5% etc as per specification (including cost cost of testing materials at site and laboratory</p> <p>A.) a.With Hydrated Lime /Cement filler a) With 60/70 or V9 30 grade bitumen</p>	cu.m.	144.85		
9	<p>Filling Pot -Holes and patch repairs with Bitumionous concrete 40mm.</p> <p>Removal of all failed material, trimming of completed excavation to provide firm vertical faces, cleaning of surface, painting of tack coat on the sides and base of excavation as per clause 503, back filling of the pot holes with hot bituminous material as per clause 504, compacting , trimming the surface to form a smooth continuous surface as per specification & direction of the derpartment.</p> <p>I. For Grading -I Materials</p>	sq.m	431.16		
10	<p>Construction of sub-grade and earthen shoulder : Construction of sub-grade and earthen shoulder with approved material obtained from borrow pits with all lift and lead, transportiong to site , spreading , grading required slope and compacted to meet the requirement of table (300-2) including compensation of earth including cost of testing of materials at site and laboratory as directed by the department..</p> <p>a. From Private land</p>	cu.m	1,105.90		
11	Excavation of in soil by Manual means				

Sl. No.	Description of items	Unit	Total qty	Rate (Rs.) to be quoted both in fig & words	Amount (Rs)
	a) Excavation for roadways in soil using manual means including loading in truck for carrying of ut earth to embankment site with all lifts and leads upto 1000 meters	cu.m.	30.00		
12	PCC 1:3:6 in foundation (Plain Cement Conceret 1:3:6 mix with crushed stone aggregates 40mm nominal size mechanically mixed , placed in foundation and compacted by vibration including curing for 14 days	cu.m.	2.10		
13	Labour for laying RCC pipe NP4/NP3/prestressed concrete pipe for culvert on first class bedding of granular materials /ccM -15 in single row including fixing collar with cemenr mortar 1:2 , and cost of granular bedding but excluding excavation , protection works , backfilling, concrete and masonry work in head wall and parapet, cost of pipe and cost of CC bedding I. With 1st class bedding of granular materials A. 1000mm dia	meter	7.00		
14	Brick masonry work in cement mortar 1:3 in foundation complete excluding pointing and plastering , as per drawing and technical specification	cu.m.	4.50		
15	Supply of RCC pipe NP3 of 1000 mm dia at site including carriage , loading & unloading charges	R.M.	14.00		
	TOTAL AMOUNT:				

Signature of Contractor

Seal & Date