

अप्रमत्तेन वेदव्यम्

# COTTON UNIVERSITY

## TENDER DOCUMENT

FOR THE FOLLOWING WORKS:

- |            |   |
|------------|---|
| PACKAGE- A | “COLOUR-WASHING AT NEW ARTS BUILDING AND PORTION OF BOUNDARY WALL AT COTTON UNIVERSITY” |
| PACKAGE- B | “RENOVATION OF ROOF AT BOTANY AND ZOOLOGY DEPARTMENT                                    |
| PACKAGE- C | ROOFING AT SUDMERSON HALL   |

### PART – I

### TECHNO-COMMERCIAL BID

NIT No. 02 of 2024-25 Dated. 25-06-2024

**COTTON UNIVERSITY**  
**PANBAZAR,**  
**GUWAHATI – 781001**

**DETAILED NOTICE INVITING TENDER No: 02 OF 2024-25**

Sealed tenders in two-bid-system are invited for and on behalf of the Cotton University from contractors registered under APWD, CPWD, MES and other Govt./ Semi Govt./Govt. undertaking of appropriate class with Bid Price for the works detailed below with a validity of 180 (one hundred eighty) days from the date of opening of the tender. Detailed bid may be downloaded from the University website [www.cottonuniversity.ac.in](http://www.cottonuniversity.ac.in) from 01/07/2024 to 08/07/2024. Interested contractors may submit their bids to the undersigned latest by 14:00 hrs on or before 08/07/2024.

Sl. No	Name of Work	Approx. Value of Work	Bid Security		Bid Security Drawn in favour of	Time of Completion	Cost of Bid Document
			General Category (2%)	Reserved Category (1%)			
Package- A	“Colour-washing at New Arts Building and portion of boundary wall at Cotton University”	Rs. 6,44,849.00	Rs. 12,900.00	Rs. 6,450.00	The Registrar, Cotton University	30 Days	Rs. 500.00
Package- B	“Renovation of Roof at Botany and Zoology Department	Rs. 14,36,000.00	Rs. 28,720.00	Rs. 14,360.00			
Package- C	“Roofing at Sudmerson Hall”	Rs. 3,76,474.00	Rs. 7,530.00	Rs. 3,760.00			

1. The Contractor registered with APWD, CPWD, MES and other Govt./ Semi Govt./Govt. undertaking of appropriate class, as detailed in the table above having experience of similar nature of works are eligible to participant in the bid. Up to date Registration Certificate, Registration Certificate under GST, PAN, EPF, Labour License, cost of bid etc. as required shall be furnished along with the Bidding Document specifying the Package he/she wish to participate.
2. Bidding Documents may be downloaded from the University website [www.cottonuniversity.ac.in](http://www.cottonuniversity.ac.in) .
3. Bids must be accompanied by Bid security of the amount as specified for the work in the table above in the form of Demand Draft/TDR from any Nationalized/Scheduled Bank. Bids without requisite Bid security shall be summarily rejected.
4. The activity schedule for tendering process of the above mentioned work shall be as per the schedule shown below.
  - (i) **Period of downloading of bidding document : 01/07/2024 to 08/07/2024**
  - (ii) **Last Date and Time for receipt of bids : at 14-00 Hours of 08/07/2024**
  - (iii) **Time and Date of opening of bids : will be intimated**
5. Sealed tenders/Bids must be delivered to “**The Registrar, Cotton University, Guwahati-01**”. If for any reason, last date of receiving and opening of tender is declared a holiday, the same will be received and opened in the next working day.



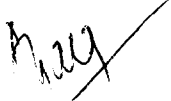
6. "The Registrar, Cotton University, Guwahati-01" reserves the rights of issuing the Bidding document or outright rejection of any application of Bidder without assigning any reason thereof.
7. Other terms and conditions may be seen in the bidding document.
8. Detailed Notice Inviting bid will be a part of the bidding Documents.

Sd/-  
The Registrar  
Cotton University.  
Guwahati-01.

Memo No. CU/EC/2022/141/

Dated:

1. PS to the Vice Chancellor for kind information of Hon'ble Vice Chancellor.
2. Finance Officer, CU
3. System Manager, CU for uploading the entire bid document in University website.
4. Relevant Office files.

  
The Registrar  
Cotton University.  
Guwahati-01.



## Terms and Conditions:

1. Price bid of only qualified contractors will be opened in presence of authorized bidder's representatives who choose to attend the opening of tender on the above specified date, time
2. In case the day of submission of the tenders happens to be holiday on account of Govt. notification, the submission & opening of the tenders shall automatically be extended to the next working day, the times specified remaining the same.
3. Any future clarification(s) and / or corrigendum (s) shall be communicated through the website. Therefore, the bidders are requested to regularly visit the website.
4. The University reserves the right to amend or withdraw any of the quantity of items to be supplied or to reject any or all tenders without giving any notice or assigning any reason. The decision of the University shall be final in this regard.
5. **Validity period:** The rates quoted in the tender shall remain valid for 180 days.
6. Complete Tender Document may be downloaded from the University website [www.cottonuniversity.ac.in](http://www.cottonuniversity.ac.in) . Interested contractors who have credentials to fulfil the Eligibility/ Qualifying criteria as detailed in item-11 below. Tenderers are requested to submit tenders as per the formats and guidelines given in this document.
7. **Submission of Earnest Money Deposit (EMD) and cost of tender document:** The cost of tender documents shall be submitted in the form of Demand draft in favour of "The Registrar, Cotton University" payable at Guwahati for the works the tenderers wish to compete.

The Earnest Money Deposit (EMD) shall be submitted in the form of Demand draft/ TDR in favour of "The Registrar, Cotton University" payable at Guwahati. The EMD and the cost of tender document shall be submitted in the envelope containing the Technical Bid.

As per Rule 170 of GFR, "Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME)" are exempt from submission of EMD (Bid security). **Tender submitted without EMD and cost of tender document shall be summarily rejected and such tenders will not be considered for technical evaluation.**

Separate cost of tenders and EMD to be submitted for each packages of the works.

8. Bidders are expected to examine all instructions, forms, terms & conditions, and specifications in the bidding document. Failure to furnish all information prescribed in the bidding documents or submission of bids not substantially responsive to the bidding documents in every respect may result in the rejection of the bid.
9. The Tender paper is to be signed and sealed at the time of submission along with Techno commercial bid. Unsigned and sealed tender papers will be summarily rejected.
10. The Tenderers should submit list of pending cases with client
11. **Eligibility/ Qualifying criteria:**
  - i. The bidders must be registered with APWD, CPWD, MES and other Govt./ Semi Govt./Govt. undertaking of appropriate class. Latest registration certificate must be enclosed with the bid.



- ii. The bidders must have experience in execution and completion of similar work in construction of building and (or) repair-renovation/ colour-washing of building etc. in any Govt./ semi Govt. department/PSU/ Autonomous body during last five years. Copies of work order and completion certificate shall be enclosed as supporting document.
- iii.
  - a) Single work order of 80% of tender value during last 5 years
  - b) Double work order of 50% each of tender value during last 5 years.
- iv. Average Annual turnover in last 3 (three) years should be at least Rs. 6.00 lakhs.
- v. Similar works means civil works related to construction of building (or) repair-renovation/ colour-washing of building etc.
- vi. Litigation history of the tenderer needs to be detailed within last 5(five) years. A declaration to this effect needs to be submitted along with tenderer. Court notices and even advocates notices served and reasons for serving needs to be submitted. Willful withholding such decisions will lead to rejection of tenderer without assigning any reasons thereof.
- vii. Intending tenderers should visit site and proof of visiting site need to be submitted along with tender document as specified in this document (Format-I).
- viii. The check list of documents to be submitted along with the tender has to be filled up by the intending bidder (Format-II)

**12. Submission of Bid will be manual and as follows: -**

Tenders shall be submitted in the following manner in separate sealed covers duly superscripted specifying the package for which he/she wishes to participate as explained in the other conditions of contract for each Package of the works::

Part I – Techno-Commercial Bid

Part II – Price Bid

The EMD and the cost of tender document shall be deposited along with Part – I, i.e., Techno-Commercial Bid.

Tenders shall be submitted as per detailed instructions given in the Special Instructions to Tenderer, to **The Registrar, Cotton University, Panbazar, Guwahati-781001**, so as to reach within the specified time of the last date of submission of the tender.

13. Late tenders will not be considered. No responsibility will be taken for postal delay or non -receipt of Bid documents. Unsealed bids or bids sent by FAX or e-mail, will not be considered.
14. **Evaluation of the techno-commercial bids:** The techno- commercial bids shall be evaluated strictly on the basis of eligibility criteria specified in clause-11 above and also elaborated in the other condition of contractor. Fulfilment of the eligibility criteria shall be based on the information, documents furnished along with the tender. It is the responsibility of the bidder to submit all the relevant information supported with necessary document to establish the fulfilment of each of the eligibility criteria in full, whether specifically asked to be filled up in the attached formats/ annexure or not. The bid shall be liable for rejection for non fulfilment or partial fulfilment of any of the eligibility criteria.
15. The Price Bids of only the eligible bidders shall be opened in presence of their authorized representatives, on a date, to be intimated to them (the eligible bidders). The price bids of only those bidders will be opened whose bids have been found eligible as per the terms mentioned in the Other Conditions of

Contract. Interested bidders are requested to carefully study the eligibility criteria stated in the Other Conditions of Contract. All eligibility conditions have to be satisfied on the date of submission of the bid and not on a later date. The date and time of opening of the technical bids/ price bids will not be postponed due to the non-presence of any bidder or his authorised representative.

16. **Rejection of Bids:** Canvassing by the bidder in any form, unsolicited letter and post tender correction, unsigned bids shall be summarily rejected and may lead to forfeiture of EMD. Conditional tenders will also be rejected. Cotton University reserves the right to cancel/reject any/all the tenders without assigning any reason thereof.
17. **Completion period:** The successful bidder will have to complete the works within the stipulated time frame mentioned in the detailed notice from the date of receipt of work order.
18. The authority of Cotton University may accept or reject any or all the bids in part or in full without assigning any reason and does not bind itself to accept the lowest bid. The University, at its discretion, may change the quantity / upgrade the criteria / drop any item or part thereof at any time before placing the Purchase Order.
19. A bid submitted with false information will not only be rejected but also the EMD submitted by the bidder will be forfeited. Further, the bidder may be debarred from participation in future tendering process.

Registrar,  
Cotton University

### COTTON UNIVERSITY

#### Submission of Tender

From :.....

To  
The Registrar  
Cotton University  
Panbazar, Guwahati – 781 001

I / We hereby tender for execution of the work of  
.....  
as per tender within the time schedule mentioned therein as separately signed and accepted by me / us, at the schedule of rates quoted by me / us for the whole work in accordance with Notice Inviting Tender, General Conditions of Tender, Special Instructions to Tenderer, Technical Specifications, workmanship, drawings, other documents and papers, all as detailed in the tender documents.

1. It has been explained to me / us that the time stipulated for job and completion of works in all respects signed 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 to the final completion of works in all respects according to the stipulated time mentioned in the Clause 17 of Terms and conditions of the contract, I / We shall pay compensation to the Owners as decided by the owner and I / We agree to recovery being made as specified therein. In exceptional



circumstances extension of time which shall always be in writing may, however, be granted by the Engineer-in-Charge at his entire discretion for some items of work, and I / We agree that such extension of time will not be counted for the extension of completion dates stipulated for job and for the final completion of works.

- 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

1. General description of work .....

2. Earnest Money Deposit (EMD) Rs.....  
(Rupces).....

The Earnest Money Deposit is payable in the manner set out in clause 7 of Terms and Condition of the contract. The Earnest money, if the tender is accepted, will be retained against the security deposit.

3. Time allowed for starting work : Seven 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 referred to above and in default thereof, to forfeit and pay to the Owner or its successors or its authorized nominees such sums of money as are stipulated in conditions contained in Notice Inviting Tender and other tender documents.

5. 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 Earnest Money deposit specified in the Memorandum in para (2) above, I / We agree that the said Owner and its successors without prejudice to any other right or remedy be at liberty to forfeit the said earnest money deposit in full otherwise the said earnest money shall be retained by Owner, towards the security deposit specified in para (2) above. The said Owner shall also be at liberty to cancel the notice of acceptance of tender if I/We fail to deposit the Earnest Money 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.

Date.....day of.....2024

Witness :

Name in Block Letters :

Address :



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

## PROPOSAL PARTICULARS & VENDOR INFORMATION

1. Tenderer's complete Company Name & Address :
  
2. Tenderer's proposal no. :
3. Tenderer's proposal date :
4. Tenderer's proposal validity period :
5. Whether Earnest Money & Cost of Tender Document deposited? If so, furnish amount, bank name & DD/TDR no-
  - a) EMD :
  
  - b) Cost of tender document :
6. Name and designation of the officer of the tenderer to whom all reference shall be made for expeditions technical co-ordination. :
7. Particulars of past experience of execution of similar projects furnished ? :
8. GST No :  
Copy of the GST Registration certificate enclosed? :
9. PAN No :  
Copy of PAN Card enclosed ? :
10. Audited balance sheet for last three financial years enclosed? :
11. IT Return for last three years enclosed? :
12. UDIN No. :
13. EPF Registration No :
14. Labour License No :

**Seal & Signature of the  
tenderer**





## General conditions

### SECTION – A

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 Cotton University, Guwahati- 781001.

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 "Officer-in-Charge" shall Mean the person designated as such by the Owner and shall include those who are expressly authorized 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.

1.5 The "Permanent work" means works as handed over to the Owner by the Contractor on completion of the contract.

1.6 "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

1.7 "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.

1.8 "Contract Document" means collectively the Tender Document, Designs, Drawings, Specifications, agreed variations, if any, and such other documents constituting the tender and acceptance thereof.

1.9 The "Contract" shall mean the Agreement between the Owner and the Contractor for the execution of the works including therein all contract documents.

1.10 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.

1.11 "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 Officer-in-Charge.

1.12 The "Tender" means the tender submitted by the Contractor for acceptance by the Owner.

1.13 The "Alteration Order" means an order given in writing by Officer-in-Charge to effect additions to or deletion from and alteration in the work.

1.14 The "Completion Certificate" shall mean the certificate to be issued by the Owner when the works have been completed to his satisfaction.

1.15 The "Final Certificate" in relation to a work means the certificate issued by the Owner after the period of liability is over.

1.16 The "Defect Liability Period" in relation to a work means the specified period from the date of issue of completion certificate upto the date of issue of final completion certificate during which the Contractor stands responsible for rectifying all defects that may appear in the works.

1.17 The "Appointing Authority" for the purpose of arbitration shall be the Registrar, Cotton University or any other person so designated by the Owner.



1.18 'Tendering period' means the period from the date of invitation of tender to date of submission of tender.

## **SECTION – B**

### **2. GENERAL INFORMATION**

2.1 Location and Accessibility of Site: Cotton University, Panbazaar, Guwahati-781001.

2.2 Scope of Work : The scope of work is defined in the special conditions of Contract and specifications. All design, drawing, materials required for the work shall be approved by the appropriate authority prior to procurement and use.

2.3 Power Supply: The Contractor will make his own arrangement for his requirement of power to carry out the work. Owner will not be supplying power for this work. All the works by the Contractor in this regard will be done as per the Indian Electricity Act and rules framed there under and as approved by the Officer-in-Charge.

2.4 Site clearance: On completion of the works undertaken by the Contractor, he shall remove all temporary works erected by him and have the site cleaned as directed the Officer in Charge.

## **SECTION – C**

### **GENERAL INSTRUCTIONS TO TENDERER**

#### **3. Submission of Tender:**

3.1 Tender must be submitted in original and without making any additions, alterations and as per details given in other clauses in tender document.

3.2 Addenda/Corrigenda to this tender document, if issued, must be signed and submitted along with the tender document. The tenderers are advised to check the University website for any Addenda/Corrigenda to this tender document within the tender period.

3.3 The Original tender copy marked duly completed and signed on each page should be submitted along with the offer.

3.4 The tender should be placed in doubled sealed covers super-scribing the full name of the work, name of the package for which he/she wish to participate, on or before due date of submission. The full name, postal address of the tenderer shall be written on the bottom left corner of the sealed cover.

#### **3.5. Documents to be submitted**

(i) Complete set of the "Original Copy" of the tender document duly filled in and signed by the tenderer as prescribed in different clauses of the tender document with all addenda/corrigenda issued duly signed.

(ii) Earnest money in the manner specified in.

(iii) Copy of income tax return for the last three consecutive years.

(iv) Details of work of similar type and magnitude carried out by Tenderer.

(v) The tenderer shall submit copies of PAN, GST Certificate.

(vi) The tenderer shall submit copy of valid Labour License and Registration under EPF.

(vi) Average annual turnover not less than of Rs. 6.00 Lakh for the last three years duly certified by a chartered accountant and having UDIN to be submitted.

## SECTION – D

### 4. SPECIAL CONDITIONS

4.1) The materials, design and workmanship shall satisfy the relevant Indian Standards, the job specifications contained herein and codes referred to. Where the job specifications stipulate requirements in addition to those contained in the standard codes and specifications stipulate requirements in addition to those contained in the standard codes and specifications these additional requirements shall also be satisfied.

4.2) Time of performance: Period of Completion is as per Detailed Notice Inviting Tender from the date of issue of Work order.

4.3) Extension of Time: If the Contractor shall desire an extension of the time for completion of the work on the grounds of his having been unavoidably hindered in its execution or on any other grounds, he shall apply in writing to the Officer-in-Charge within ten days of the date of the hindrance on account of which he desires such extension as aforesaid, and the Officer-in-Charge shall, after consulting the competent authorities, is satisfied that reasonable grounds have been shown thereof, authorize such extension of time as may, be necessary or proper without any extra cost / liability to the Owner. No compensation for a resources, labourer etc. brought to site' in idle period will be paid to contractor.

4.4) Defect Liability period: the defect liability period is 6 months from the date of issue of completion certificate. During the period any constructional defects has to be rectified at the cost of the contractor. The retention of money will be issued after issue of final completion certificate.

4.5) Payment Schedule: The payment schedule will be on Item rate basis. All statutory deductions applicable in the contract will be made from the bills.

4.6) Court Jurisdiction: Court Jurisdiction within the city of Guwahati, Kamrup (metro). No arbitration in any form will be entertained.

4.7) Liquidated Damages:

The Contractor shall pay liquidated damages to the Employer at the rate of Rs. 375.00 per day for each day that the Completion Date is later than the Intended Completion Date for the whole of the works. The total amount of liquidated damages shall not exceed 10 per cent of the Initial Contract Price rounded off to the nearest thousand. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.

If the contractor fails to comply with the time for completion as stipulated in the tender, then the contractor shall pay to the employer the relevant sum as Liquidated damages for such default.

The employer may without prejudice to any other method of recovery deduct the amount of such damages from any monies due or to be due to the contractor. The payment or deduction of such damages shall not relieve the contractor from his obligation to complete the works on from any other of his obligations and liabilities under the contract.



## SECTION – E

### 5. Other Condition of Contractor

5.1) The issue of tender paper to a contractor does not automatically mean that the tenderer is considered qualified for the price part of the bid. Qualifying criteria stated above are for participation / issue of tender document only. Technical bids of the tenders which fulfill the above qualifying criteria and which encloses all required documents and deposits (EMD & Cost of tender document) as specified shall be considered for technical evaluation as per procedures and norms decided by the university.

5.2) The acceptance of tender will rest with the authority of Cotton 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.

5.3) For all clarifications regarding site conditions, items of works or any other related to tender Executive Engineer, CU, may be contacted during office hours.

5.4) 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 3.00 p.m.

5.5) The tender document shall be submitted in two parts as follows:

PART I : This packet shall contain the Technical Bids comprising of NIT, General Conditions of Contract, Special Conditions of Contract, Technical specifications, drawings, testimonials and other supporting documents, any other matter the tenderer wish to submit duly signed with official seal etc. This shall be marked as, "TECHNICAL BID", followed by the name of the package of work and properly sealed. **The earnest money to be put in a separate sealed envelope.**

PART-II: This packet shall contain the Price Bids comprising the price against the tender

5.6) Part-I tenders shall be opened on the date and time as mentioned above. But price bids of only of those tenderers whose technical bids (Part-I) are found acceptable shall be opened on a later date. Prior notification shall be given to all tenderers who qualify for opening of the PRICE BIDS to enable them to attend the opening of the Price bids. Part-II of the tender of those tenderers who do not qualify for opening of the Part-II shall be returned.

5.7) Only authorized person(s) to attend tender opening. All the bidders shall send their representative(s) to attend tender opening with proper authorization during opening of the tenders.

5.8) Earnest money: The Earnest money should be in the form of Demand Draft/ Term Deposit in favour of "Registrar, Cotton University" payable at Guwahati, and to be put in a separate Sealed Envelope inside the Technical Bid Packet. Earnest Money to unsuccessful tenderers shall be returned against the application.

5.9) Tenderer should quote for the work accordingly. The quoted rates shall be firm and should include all taxes, royalties, duties, octroi, excise, freight, works contract tax applicable in the state etc. whatsoever from time to time.

5.10) A sum of 08% for each successive bills will be deducted & kept as security deposit. The security deposit will be released after expiring of defect liability period, which is 6 month from the date of completion certificate.



## SECTION – F

### 6. Schedule of rates

6.1) 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 and payment to be made accordingly for the work actually executed and approved by the Officer-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.

6.2) Rates to be Inclusive: The price/ rates quoted by the Contractor which is inclusive of all taxes, duties, levies, cess and any other taxes applicable shall remain firm till the issue of final certificate and shall not be subject to escalation. 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.

6.3) Rate to Cover Royalties, Rents and Claims: The 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 or any other charges if levied on materials, equipment or machineries to be brought to site for use on work shall be borne by the Contractor.

6.4) 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 rates. The Contractor shall also obtain and pay for all permits or other privileges necessary to complete the work.

6.5) Rates to cover Risks of Delay: The 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 his powers and on account of extension of time granted due to various reasons and for all other possible or probable causes of delay.

## SECTION – G

### 7. Taxes and insurance

7.1) 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 Labor 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.

7.2) All taxes income tax, Duties, Levies, GST, Building and other Construction Workers Welfare Cess or any other tax or Cess in respect of this contract applicable at the time of submission of this tender shall be payable by the Contractor and the Institute shall not entertain any claim whatsoever in this respect. Taxes, GST, Cess etc. shall be deducted as per applicable rules from the bills of the contractor at the rates prevailing on the day of submission of the tender. Bids are to be submitted considering all taxes as applicable. The Institute shall reimburse service tax, if applicable, on production of paying the same. Any increase in the rates of any existing taxes/duties/levies/royalties etc shall be borne by the Institute. If there are any decreases the amounts payable will be reduced accordingly.

7.3) Other taxes: Any fresh imposition of taxes, duties, levies etc, imposed after receipt of tender shall be reimbursed by the Institute on actual on production of proof of imposition of the tax.

#### 7.4) Damage to Property

(i) 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 wilful acts or omission of the Contractor, his employees, agents, representative or sub-Contractors.

(ii) 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 wilful acts or omissions of the Contractor, his employees, agents representative or sub-Contractors.

### SECTION – H

#### 8. Safety code

8.1) General Contractor shall adhere of safe construction practice and guard against hazardous and unsafe working conditions and shall comply with Owner's safety rules as set forth herein. Prior to start of construction, Contractor will be furnished of Owner's "Safety Code" for information and guidance, if it has been prepared.

#### 8.2. First Aid and Industrial Injuries

8.2.1) Contractor shall maintain first aid facilities for his employee and those of his sub-Contractors.

8.2.2) Contractor shall make out side agreements for ambulance service and for the treatment of industrial injuries. Names of those providing these services shall be

furnished to the Owner prior to start of construction and their telephone numbers shall be prominently posted in Contractor's field office.

8.2.3) All critical industrial injuries shall be reported promptly to the Owner, and a copy of Contractor's report covering each personal injury requiring the attention of a physician shall be furnished to the Owner.

8.3. General Rules : Smoking within the battery area, tank farm or dock limits is strictly prohibited. Violators of the no smoking rules shall be discharged immediately.

8.4) Contractor's Barricades

8.4.1) Contractor shall erect and maintain barricades required in connection with his operation to guard or protect Exactions hoisting areas. Areas adjudged hazardous Contractor's or Owner's inspectors. Owner's existing property subject to damage by Contractor's operations.

8.4.2) Scaffolding: Suitable scaffolding should be provide for workmen for all works that safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and handholds shall be provided on the ladder shall be given an inclination not steeper than 1 in 4 (1 horizontal and 4 vertical).

8.5) Demolition: Before any demolition work is commenced and also during the progress of the work. All road and open areas adjacent to the work site shall either be closed or suitably protected. No electric cable or apparatus which is liable to be a source of danger shall remain electrically charged.

8.6) All practice shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so over-loaded with debris or materials as to render it unsafe.

8.7) All necessary personal safety equipment as considered adequate by the Officer-in-Charge, should be kept available for the use of the persons employed on the site and maintained in condition suitable for immediate use, and the Contractor shall take adequate steps to ensure proper use of equipment by those concerned.

8.8.1) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective gloves.

8.8.2) Those engaged in white washing and mixing or stacking of cement bags or any materials which are injurious to the eyes shall be provided with protective goggles.

8.8.3) Those engaged in welding and cutting works shall be provided with protective face and eye shields, hand gloves etc.

8.8.4) Stone breakers shall be provided with protective goggles and protective clothing, and seated sufficiently safe intervals.

8.8.5) The Contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 years are employed on the work of lead painting, the following precautions should be taken,

8.9) No paint containing lead or lead product shall be used except in the form of paste or ready-made paint. Suitable face masks should be supplied for use by the workers when Paints is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.

8.10) Overalls shall be supplied by the Contractor to the workmen and adequate Facilities shall be provided to enable the working painters to wash them during and on cessation of.

8.11) When the work is done near any place where there is a risk of drowning, all Necessary safety equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate

provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

8.12) Use of hoisting machines and tackles including their attachments, anchorage and supports shall of good mechanical construction, sound materials and adequate strength and free from patent defect and shall be kept in good working order.

8.13) When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves, and boots as may be necessary should be provided.

8.14) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe conditions and no scaffold, ladder or equipment shall be altered or removed while it is in use.

8.15) These safety provisions should be brought to the notice of all concerned by the displaying on a notice board at a prominent place at the work-spot. The person responsible for compliance of the safety code shall be named therein by the Contractor.

8.16) To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the Contractor shall be open to inspection by the Welfare Officer, Officer-in-Charge or safety Engineer of the administration or their representatives.

## **SECTION – I**

### **9.0 Technical specification:**

9.1 The works shall be carried out in conjunction with specifications, schedule of item and the construction drawings issued from time to time. The latest edition of the specifications given in Central Public Works Department (CPWD) 2020-21

9.2 In interpreting the specifications the following sequence shall be followed unless otherwise given in writing by the Engineer-in-charge:

(a) Nomenclature of items of the schedule of items.

(b) Drawings and working details.

(c) Technical Specifications given in the tender

In absence of the specifications in any of the above, the specifications furnished by the Officer-in-Charge based on sound engineering practices shall be final and binding.

9.3 The schedule of quantities, the structural and Architectural drawings shall be properly co-related and all these documents should be read and operated in harmonious conjunction. In case of any discrepancy in items given in the Schedule of Quantities appended with the tender and architectural drawings relating to relevant item the former shall prevail unless otherwise given in writing by the Officer-in-Charge.

9.4 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.

9.5 All materials to be supplied by the contractor shall be new. All packed items shall arrive at site in original packing only. Any items found defective or damaged shall be replaced by the contractor at his own expenses. The sources of materials stated in the specifications are those from which materials are generally available. However, materials not conforming to specifications shall be rejected even if they come from the stated source. The contractor should satisfy himself that sufficient quantity of material of acceptable specification is available from the stated or other sources.

9.6 All the materials brought at site shall be stored and stacked in a proper manner. The materials requiring protection from the sun and rain shall be kept inside the temporary structures to be erected at site by the contractor. The contractor shall also follow the manufacturer's instructions for storing and stacking the materials. The storage facilities



are to be created by the contractor at his own expense. The contractor shall consult the Officer-in-Charge regarding collection and stacking of basic materials required for the work. They should not stack any materials in any place other than those approved by the Officer-in-Charge within the plot area. On completion of the work the area used will be restored, properly dressed to satisfaction of the Officer-in-Charge at no extra cost

9.7 The contractor shall be responsible for co-coordinating the work with works of other trades sufficiently ahead of time to avoid unnecessary hold ups. Hangers, sleeves, recesses etc. shall be left in time as the work proceeds.

9.8 A site order book will be kept at the site of the work in which instructions shall be recorded by Site Engineer / Architect or their representatives. The contractor or his authorized agent shall sign the site order book to acknowledge the instructions in all events and follow the same.

9.9 All works shall be adequately protected, to the satisfaction of the Officer-in-Charge, so that same is free from damage throughout the period of construction up to the time of handing over. Special care must be taken to prevent damage and scratching of all fittings and fixtures, Tool marks on exposed fixtures shall not be accepted. Protective paper on fixtures shall be removed with hot water only at the final completion of the work. Before handing over the possession of work, the contractor shall clean all elements of the complete installation, remove plasters, splashier, stickers, rust stains and other foreign matter and leave every part in acceptable condition and ready for use to the satisfaction of the Officer-in-Charge/ Architect.

9.10 Rates for all items in which use of cement is involved, is inclusive of charges for curing.



**FORMAT- I**

**(PROOF OF VISITING SITE)**

**TO WHOM IT MAY CONCERN**

This is to certify that ..... has visited the site  
for the work .....  
.....as on Date .....

Signature of the Tenderer

Signature of the Department



**FORMAT- II**

(CHECK LIST OF DOCUMENTS TO BE SUBMITTED ALONG WITH THE  
TENDER)  
(TO BE FILLED UP BY THE INTENDING BIDDER)

Sl.No.	Particulars	Remarks
1	Cost of Tender Rs 500.00 in the form Demand Draft	
2	EMD in the form of DD/TDR (if exempted, provide MSME Registration)	
3	Caste Certificate (if Applicable)	
3	Signed Bid Document	
4	GST NO.	
5	PAN	
6	Registration	
7	Related Work Experience and Work Order  (Copies of work order and completion certificate shall be enclosed as supporting document.)	
8	Average annual turnover not less than of Rs. 6.00 Lakh for the last three years duly certified by a chartered accountant and having UDIN to be submitted.	
9	Income Tax Return for last Three FY	
10	Labour License	
11	Registration under EPF	
12	Litigation history (if any)	

