

**OFFICE OF THE REGISTRAR : BODOLAND UNIVERSITY**

Debargaon, P.O. Rangalikhata  
Kokrajhar – 783370, BTC, Assam.  
[bodolanduniv@gmail.com](mailto:bodolanduniv@gmail.com)



Tel./Fax No. 03661-277183 (O)  
Tel. No.  
Mobile No.

Ref. No. BU/Engg/Rep. Maint/Qtrs/22/117/3178-82

Date – 18/09/2024

**Tender Notice( 3<sup>rd</sup> Call)**

Sealed item rate tender are invited from the experienced eligible contractors of Govt. Registered under APWD (B)/ BTC PWD (B) for the following work at Bodoland University, Kokrajhar :-

Sl. No	Name of the work	Estimated Cost (Rs.)	Completion Time	Cost of Tender paper (Rs.)
1.	Renewing glass panes with putty and nails at existing windows, ventilations, replacement of window glasses, repairing of door and painting of walls etc. of staff quarters of Bodoalnd University, Deborgaon complex.	2,08,271.00	1 month	500.00

**Eligible criteria:-**

- i). The Contractors should have sound Financial back ground with tax Clearance & GST Registration certificate. The contractors should have produced at least one valid document of completion of similar nature /such type work not less than 90% or 50% value of two works or 25% value of four works executed during last five years.
- ii). The detail NIT with terms and conditions would be downloaded from university website [www.buniv.edu.in](http://www.buniv.edu.in). The last date and time of receipt of the tender is 25/09/2024, up to 12.00 noon and will be open on same date at 12.30 hours. In case, if any Bandh/Holiday falls in any respect/sequence, the sequence will be held in the next working day.
- iii). An amount of Rs. 500/- should be deposited in the Bodoland University Account No. 31607155480, IFSC Code- SBIN0064383 by online mode as tender fee (non-refundable). Earnest money @ 2% for general category and @1% for reserved category should be deposited along with the BID. The earnest money would be released after six months from the date of release of final bill amount. Fixed Deposit shall not accept in any cause. Power of Attorney would not be accepted at any cause. The authority of the Bodoland University reserved the right to accept or reject any or all tenders without assigning any reason thereof.
- iv). All interested bidders are hereby informed to visit the university website.

Registrar  
Bodoland University

Memo No - BU/Engg/Rep. Maint/Qtrs/22/117/3178-82

Date – 18/09/2024

Copy to:-

1. The P.S. to the Vice-Chancellor, B.U., for kind appraisal of him.
2. The P.S. to the Registrar B.U, for information.
3. The Finance Officer i/c, B.U, for information.
4. The Assistant Engineer, B. U, for information.
5. The System Administrator for upload in university website.

Registrar  
Bodoland University



- e. Tender fee deposited receipt.
- f. Non black listed certificate in stamp paper attested by notary officer.

**Financial Bid:** The Tender document with Bill of Quantities, duly priced, signed and enclosed in Cover-II.

- 5 The tender should be submitted in duly sealed cover superscripting the name of works
- 6. The tenderers should must be quoted in figures as well as in words the rates, and amount tendered by them. The language for filling tender documents shall be in English. The amount for each item should be worked out and requisite total given.

All corrections shall be authenticated by the initials of the bidders with the seal of the firm. In case any discrepancy/difference is found on checking between rates quoted by the Contractor in words and figures or in the amount worked out by him, the following procedure shall be followed :

- a) When there is a difference between the rates in figure and in words, the rate which corresponds to the amount worked out by the Contractor, shall be taken as correct.
  - b) When the amount of any item is not worked out by the Contractor or it does not correspond with the rate written either in figures or in words, then the rate quoted by the Contractors in words shall be taken as correct.
  - c) When the rates quoted by the Contractor in figures and in words tally but the amount is not worked out correctly.
  - d) In case where more than one bidder quoting the same total rate/amount for the work, then bidder having the higher credential and experience will get the preference. However, if the authority has any reason to believe that there is collusion in such cases, then all the bids shall be rejected.
- 7 All rates shall be quoted on the proper form of the tender alone. Special care should be taken to write the rates in figures and the amounts in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the words Rs. should be written before the figures of rupees and words paise after the decimal figures .
  - 8: The Contractor, whose tender is accepted should sign the agreement as detailed in the relevant clause/order at stipulated time, otherwise, the order would be treated as cancelled after due date. The contractor should accept the decision without any claim thereof.
  - 9: The acceptance of a tender will rest with the competent authority of Bodoland University, who does not bind himself to accept the lowest tender, and reserves to himself the authority to reject any or all the tenders received without assignment of any reason. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
- The University reserves the right to accept the tender in full or in part and the tenderer shall have no claim for revision of rates or other conditions if his tender is accepted in parts.
- 10: Canvassing in connection with tenders is strictly prohibited and tenders submitted by the contractors who resort to canvassing will be liable for rejection.
  - 11: GST or any other tax on materials or on finished work in respect of this contract whether in Vogue or likely to be imposed in future shall be payable by the Contractor and the University will not entertain any claim whatsoever in this respect at any time. Rates should include all these taxes.

- 12: The Contractor shall give the names of his relative working with the Bodoland University (if any) along with their designations and addresses.
- 13: The tender for the work shall remain open for acceptance for a period of six (6) calendar months from the date of submission of tenders. If any tenderer withdraws his tender before the said period, then the Employer shall be at liberty to forfeit the Earnest Money paid along with the tender.
- 14: The Tenderer shall complete the annexed Forms of Tender, Schedules and Bill of Quantities with the prices and information called for therein, and shall sign and date with company's endorsement on each page of the Tender documents in the space provided available for the purpose. The Tenderers shall initial each page of the Bill of Quantities. Schedules Conditions of Contract and Specification duly stamped with company's seal.
- 15: The Tender shall be signed by person or persons so authorised by the Tenderer with signature duly witnessed. In the case of a corporation, the Tender shall be signed by the officers so authorised by the corporation with its seal duly affixed. Power of attorney in the name of the person signing the tender shall be enclosed with the tender. In case of a consortium, the Tender shall signed by the officers so authorised by each corporation member of the consortium and the Tender shall be affixed with the corporation seals of each member of the consortium.
- 16: The Security Deposit Money of the Contractor whose tender is accepted/Work Order issued shall be forfeited in full in case he does not start the work by the stipulated date mentioned in the letter of acceptance issued by the University.
- 17: For full details of all other terms and condition tenderer shall refer to General Condition of Contract, Special Condition of Contract, Technical Specification, Bill of Quantities and all other documents enclosed.
- 18: The Tender shall contain full address, Telephone Nos. Fax No. for serving notices/addendums required to be served to the Tenderer in connection with the Tender.
- 19: Within fifteen (15) days of the receipt of Letter of Acceptance from the authority, the awarded Bidder should sign the agreement in accordance with the order, otherwise the order already issued stands cancelled and lowest bidder should accept the decision without claim thereof.
- 20: Failure of the successful Bidder to sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the authority may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the authority to be qualified to perform the Contract satisfactorily, provided the price is reasonable and is at par with original lowest evaluated bid price.

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## **BODOLAND UNIVERSITY**

### **Detailed Notice Inviting Tenders**

1. Sealed item rate tenders are hereby invited on behalf of the Bodoland University from registered A.P.W.D.(B) / BTC PWD (B) Contractors of any Category and Possessing requisite experience in building works for the following works.
2. The tender should bear a court fee stamp of Rs. 10.00 (Rupees Ten) only (non-refundable) to be affixed with the tender without which no tender will be considered for acceptance.
3. Tenders, which should always be placed in sealed cover, with the name of work written on the envelopes will be received in the office of the Registrar, Bodoland University,

Rangalikhata, Deborgaon, Kokrajhar-783370 up to 12 P.M. of 25/09/2024 and will be opened on the same date at 12.30 P.M. in presence of attending tenderers or their authorized representatives. Certified copy of the latest registration letter shall have to be furnished along with the tender.

4. The tenderers should quote the rates in figure against each item.
5. The complete tender documents containing the tender forms, general forms, general and specially conditions of contract, etc. can be had on application stating his/her latest registration No. and name.
6. The Security Deposit + Earnest Money would be kept for 180 days after date of handing over the completed work.
7. The selected tenderer will have to sign the formal tender agreement within specified time from the date of issue of acceptance letter failing which the EMD of the tender value of the work shall stand forfeited to the University.
8. The acceptance of tender will rest with the Authority of the Bodoland University, Rangalikhata, Deborgaon, Kokrajhar, 783 370, BTC, Assam who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all the tenders received without assigning any reason. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
9. Canvassing in connection with tender is strictly prohibited and the tenders submitted by the contractors who resort to such canvassing will be liable to rejection.
10. On acceptance of the tender, the name of accredited representative(s) of the contractor who should be responsible for taking instructions from the Engineer-in-charge shall be communicated to the University Engineer.
11. All rates shall be quoted on the proper form furnished with the tender documents. Special care should be taken to write the rate in figures and the total amount should be both in figures and words, in such a way that interpolation is not possible.
12. The Contractors must produce Income Tax Clearance Certificate.
13. The tender for works shall remain open for acceptance for a period of 180 (one hundred eighty) days from the date of opening the tenders. If any tenderers withdraws his/her/their tender before the said period or makes any modification in the items and conditions of the tender which are not acceptable to the University, then the University shall without prejudice to any other right or remedy, be at liberty to forfeit EMD Money.
14. The tender for the work shall not be witnessed by a contractor or contractors who himself/herself/themselves has/have tendered or who may tender for the same work. Failure to observe this condition should render tenders of the Contractors tendering as well as witnessing the tender liable to summary rejection.
15. The tender shall be for the composite work mentioned in this Notice Inviting Tender (NIT).
16. The tenders shall submit list of works which are in hand giving the following details:- (A) Name of work, (B) Name and particulars of Division where work is being executed, (C) Amount of works, (D) Position of works in progress (E) Remarks, if any.
- 17 (a) Before tendering, the intending tenderer shall inspect the site to fully acquaint himself/herself/themselves about the condition in regard to accessibility of site and locality, nature and extent of ground, working conditions including stacking of materials, conditions affecting accommodation and movement of labour etc., required for the satisfactory execution of the work/contract. No claim whatsoever on such account shall be entertained by the University under any circumstances.
- 17 (b) The intending tenderer should also inspect the quarry and satisfy himself/herself/themselves about the quality and availability of the various materials. The

University shall not consider, after acceptance of the contract, to pay any extra charges for lead or any other reasons, in case, the contractor is found later on, to have misjudged quality and availability of materials in the quarry.

18. The Contractor's responsibility for the contract shall commence from the date of issue orders of acceptance of tender.

19. Unsealed tenders shall be summarily rejected.

20. The Contractor should read the specifications and study the other terms and conditions carefully before submitting the tender.

21. If it is found that the tender is not submitted in the proper manner or conditions, too many corrections or absurd rates or amount, it would be open for the University to take suitable action against the Contractor or may reject the tender which deem it fit.

22. Earnest money @ 2% or 1% should be deposited along with the bid and rest of 8% or 9% would be deducted from the Running Bills or before release of Final Bill. The security money would be released after six months from the date of release of final bill amount.

### **GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS**

1. All works proposed for execution by contract will be notified in a form of invitation to tender posted on a board hung up in the office of and signed by the Registrar, Bodoland University, Rangalikhata, Deborgaon, Kokrajhar, 783 370, BTC, Assam.

The form will state the work to be carried out, the date for submitting and opening tenders the time allowed for carrying out the work, the amount of the security deposit to be deposited by the successful tenderers and the percentage, if any to be deducted from bills.

2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof.

3. Receipt for payments made on account of a work, when executed by a firm, must also be signed by the several partners, except where the contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.

4. Any person who submits a tender shall fill up the usual printed form stating at what rates he is willing to undertake each item of the work. Tenders which proposed any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work but contractors who wish to tender for two or more works shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelopes.

5. The members of the tender committee will open tenders in the presence of any intending contractors who may be present at the time, and will initial and date the tenders. In the event of a tender being accepted a receipt for the earnest money forward with shall there upon be given to the contractor who shall there upon for the purpose of identification sign copies of the specifications and other documents as mentioned in Rule-1. In the event of a tender being rejected, the earnest money forwarded with such unaccepted tender shall there upon be returned to the contractor making the same.

6. The authority shall have the right of rejecting all or any of the tenders without assigning any reasons and will also not be bound to accept the lowest tender.

7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as an acknowledgement of payment to the Registrar, Bodoland University, Rangalikhata, Deborgaon, Kokrajhar, 783 370, BTC, Assam and the contractor shall be responsible for seeing that he/she/they procures a receipt signed by the Registrar, Bodoland University, Rangalikhata, Deborgaon, Kokrajhar, 783 370, BTC, Assam.

8. No materials for construction of the work will be issued by the University. The contractor should arrange all materials from his end.

## **CONDITION OF CONTRACT**

### **Clause 1.**

The person/persons, whose tender may be accepted (herein after called the contractor) shall permit University at the time of making any payment to him for work done under the contract to deduct such sum as will amount to 10 per cent of the all money so payable, such deduction to be held by the University free of interest by way of Security Deposit.

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

The security deposit will be retained by the University for six months after completion of works unless after a part of the work has been completed further works is postponed owing to cause outside the Contractor's control in which case Registrar may refund corresponding proportionate part of the Security Deposit six months after the completion of that part of the work.

### **Clause 2.**

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from fifteen days after the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with, with all due diligence (time being deemed to be of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent (1%) of such smaller amount as the Registrar (whose decision in writing shall be final) may decide on the amount of the estimated cost of the whole work as shown in the tender for every month that the work remains uncommenced or unfinished, after the proper dates. And further to ensure good progress during the execution of the work the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month, to complete one fourth of the whole of the work before one fourth of the whole time allowed under the contract has elapsed; one half of the work before one half of such time has elapsed, and three fourths of the work before three fourths of such time has elapsed such estimation of the amount of work done at any period being made by University Engineer/Registrar whose decision shall be final. In the event of the contractor failing to comply with the condition he shall be liable to pay as compensation an amount equal to one percent (1%) or such smaller as the University Engineer/Registrar ( whose decision in writing shall be final and conclusive ) may decide on the said estimated cost of the whole for every month that the due quantity 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.**

In any case in which under any clauses of this contract, the contractor shall have tendered 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 Registrar on behalf of the University shall have power to adopt any of the following courses, as he may deem best suited to the interest of the University.

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

(b) To employ labour paid by the Bodoland University and to supply materials to carry out the work or any part of the work, debiting the contractor with the cost of the labour and the price of the materials plus fifteen percent of the total of the aforesaid cost and price to cover the cost of supervision (as to the amount of which cost and price certificate of the University Engineer shall be final and conclusive) and crediting him with the value of work done, 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 University Engineer as to the value of the work done shall be final and conclusive.

(c) To measure up the work of the contractor and to take such a 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 original contractor if the whole work had been executed by him as to the amount of which excess the certificate in writing of the University Engineer shall be final and conclusive shall be borne and paid by the original contractor and may be deducted from any money due to him by the University under the contract or otherwise, or from his security deposit or the proceeds the sale thereof, or a sufficient part thereof.

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

#### **Clause 4.**

In any case in which any of the powers conferred upon the Registrar hereof shall have become exercisable and the same shall not be exercised then non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any 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 Registrar putting in force either of the power (a) or (c) vested in him under the preceding clause he may, if he so desires, take possession of all or any tools, plants, materials and store in or upon the works 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 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 University Engineer whose certificate thereof shall be final and conclusive, otherwise the Registrar may notify in writing to the contractor or his other authorized agent require him to remove such tools, plants, materials or stores from premises within a time to be specified in such notice and in event of the contractor failing to comply with any such requisition the University Engineer may remove them at the contractors expense or sell them by auction or private sale on account of the contractor and at his risk in all respect, and the certificate of the University Engineer as to the expense of any such removals and the amount of the proceeds and expense of any such sale shall be final and conclusive.

#### **Clause 5.**

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



reasonable grounds be shown therefore, authorize such extension of time, if any, as may, in his opinion be necessary or proper.

#### **Clause 6.**

The contractor shall give the Registrar notice in writing when the work is completed and on receipt of such notice, the Registrar or 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 University Engineer of such completion but not such certificate shall be given nor shall the work be considered to be completed until the contractor shall have removed from the premises, on which the work shall be executed all scaffoldings, surplus materials and rubbish and shall have cleaned of all dirt from all wood worked doors, windows, walls, floors, or other parts of any structures in, upon, or about which the work has been executed or of which he may have had possession for purpose of the execution therefore, 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 University Engineer may at the expense of the contractor remove such scaffoldings, surplus materials and rubbish, and dispose off the same as he thinks fit and clean off such dirt as aforesaid and the contractor shall forthwith pay the amount of all expenses so incurred plus fifteen percent supervision charges and shall have no claim in respect of any scaffolding or surplus materials as aforesaid except for any sum actually realized by the scale thereof.

#### **Clause 7.**

No payment shall be made for works estimated to cost less than rupees one thousand, till after the whole of the works shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees one thousand the contractor shall on submitting the bill, therefore be entitled to receive a monthly payment proportionate to the part thereof then executed and passed by the Registrar, whose certificate is such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payment for work actually done and completed and shall not preclude requiring of bad unsound and imperfect or unskillful 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 there in any respect or the accruing of any claim nor shall it conclude, determine, or effect in any way the powers of the Registrar under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work; in default, the University Engineer may prepare or depute a sub-ordinate to prepare such bill, and in any event the University Engineer's certificate of the measurement and of the total amount payable for the work shall be final and conclusive.

#### **Clause 8.**

A bill shall be submitted by the contractor each month on or before the date if any fixed by the University Engineer for all work executed in the previous month and the University Engineer shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim as for as admissible adjusted if possible before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, University Engineer may depute a subordinate to measure up the said work in the presence of the contractor or his duly accredited agent whose countersignature to the measurement book will be sufficient warrant, and the University Engineer may prepare or cause to be prepared a bill from such book which shall be binding on the contractor in all respects. Should the contractor dispute the accuracy of any measurement taken for the purposes of any intermediate or final bill or of the completion certificate he must intimate the fact in writing to the Registrar 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 office or direct from the Office of the Registrar. 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 with subsequently be entertained regarding the accuracy of the measurements, classification of the work rates or in any matter connected with the measurements. If non-acceptance is intimated within the period herein prescribed, the decision of the Registrar on the dispute shall be final and conclusive.

**Clause 9.**

The contractor shall submit all bills on the printed forms to be had on application at the office of the Registrar and the charges in the bills shall always be entered on the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender, at the rates hereinafter provided for such work.

**Clause 10.**

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

**Clause 11.**

The Registrar shall have power to make any alteration in or addition to the original specification, drawings, design 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 given to him in writing and signed by the Registrar 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 conditions in all respects 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 completion of the work shall be extended in the proportion that the additional work bears to the original contract work and the certificate of the University Engineer shall be final and conclusive as to such proportion. And if the additional work include any class of work, for which no rate is provided in this contract, then such class of work shall be carried out at the rate entered in the schedule of rate current at the time of execution and if such last mentioned class of work is not entered in the schedule of rates mentioned above, then the contractor shall within seven days of the date of his receipt the order to carry out the work inform the Registrar of the rate which it is his intention to charge for such class of work and if the Registrar 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 thereto before the rates shall have been determined as lastly herein before mentioned, then and in such case he shall only be entitled, to be paid in respect or the work carried out or expenditure incurred by him prior to the date of the determinations of the rate as aforesaid according to such rate or rates as shall be fixed by the University Engineer. In the event of a dispute the decision of the Registrar will be final and conclusive.

**Clause 12.**

If the contractor consider any work demanded of him/her/them to be outside the requirements of the contractor, or considers any record or ruling of the University Engineer 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 10 (ten) days after the date of receipt of the written instructions or decisions, he shall file a written protest with the Registrar, stating clearly and in detail the basis of his objections . Except for such protests or objections are made in the manner herein specified and within the time limit stated the records, ruling instructions or decisions of the Registrar shall be final and conclusive.

**Clause 13.**

If at any time after the commencement of the work the University shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out, the University Engineer 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 in 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 instruction which shall involve any curtailment of the work as originally contemplated.

**Clause 14.**

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

**Clause 15.**

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 Registrar and subordinates and the contractor at all times during the usual working hours, and at all other times at which reasonable notice of the intension of the Registrar or his subordinates to visit the works shall have been given to the contractor, either by himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

**Clause 16.**

The contractor shall give not less than five days notice in writing to the Registrar or his subordinate, of the work before covering up or otherwise placing beyond the reach of measurement or inspections any work in order that the same may be inspected or measured, and correct dimension thereof be taken before the same is so covered up or placed beyond the reach if measurement or inspection and shall not cover or place beyond the reach of measurement or inspection, any work without the consent in writing of the Registrar or his subordinate 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 no payment or allowance shall be made for such work or the materials with which, the same was executed.

**Clause 17.**

If the contractor or his/her/their work people or servants, shall break, deface, injure or destroy any part of a structure in which they may be working or any building, road, fence, road curb, water pipe, cables drains, electric, telephone post & wires, trees, enclosure, grass or grassland, 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 progress, from any cause whatever or any imperfections become apparent in it within six months after a certificate, final or

other, of its completion shall have been given by the University Engineer as aforesaid, the contractor shall make the same good at his own expense, or in default, the University Engineer may cause the same to be made good by other workmen, and deduct the cost of (of which the

certificate of the University Engineer shall be final and conclusive) plus fifteen percent supervision charges from any sums that may be then or at any time thereafter may become due to the contractor or from his security deposits or the proceeds of sale thereof, or of a sufficient portion thereof.

**Clause 18.**

The contractor shall supply at his own cost materials, plants, tools, appliances, implements, ladders cordage, tacks, scaffoldings 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 the contract or referred to in these conditions or not or which may be necessary for the purpose of satisfying or complying with the requirements of the Registrar as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore 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 is entirely responsible, and for counting weighing and assisting in the measurement or 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 Registrar at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds sale thereof, or of a sufficient portion thereof. The contractor shall also provide a necessary fencing, lights and notice required to protect, the public from accident and shall be bound to bear the expenses of the defense of every suit, action or other proceeding at law courts that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages ad 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 19.**

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

**Clause 20.**

No work shall be done on Sundays without the sanction in writing of the Registrar.

**Clause 21.**

The contractor shall not assign or sub-let without the written approval of the Registrar. And if the contractor shall assign or sub-let his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt so to do, or if any bribe, gratuity, gift, loan perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly be given, promised, or offered by the contractor, or any of his servants or agents to any public officer or person in the employ of the University 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, the Registrar may there upon by notice in writing rescind the contract and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of the University and the same consequences shall ensue as if the contract has been rescinded under Clause as applicable here of and in addition to contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

**Clause 22.**

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 University without reference to the actual loss or damage sustained, and whether or not damage shall have been sustained.

**Clause 23.**

In case of any tender by partners may change in the constitution of the firm shall be forthwith notified by the contractor to the Registrar for his information.

**Clause 24.**

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

**Clause 25.**

Except where otherwise specified in the contract the decision of the Registrar for the time being shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs, drawings 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, whatever, in any way arising out of, or relating to the contract designs, drawings, specifications, estimates, instructions, orders or these conditions, or otherwise concerning the work, 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.**

In the case of any class of work for which there is no such specification as is mentioned in Rule 1, such work shall be carried out in accordance with the specifications embodied in the Schedule of Rates and in event of their not being included in the schedule of rates, then in such case the work shall be carried out in all respect in accordance with sound engineering practice with the instructions and requirements of the University Engineer.

**ADDITIONAL CLAUSES**

1. The contractor will have to start the work within 15 (fifteen) days from the date of issue of formal work order. In the event of his/her/their failure to do so, the University without prejudice to any other right or remedy, be at liberty to forfeit the Security money deposited for the purpose.
2. The contractor shall procure all materials from the open market or other sources. The materials required for the works so procured should be of good quality and duly approved by the University Engineer before utilization in works. Sample of such materials for approval will have to be produced free of charge before University Engineer if asked for. The rate quoted by the bidder shall be fixed for the duration of the contract and shall not be subjected to alteration.
3. The University will try to furnish detailed drawings for the execution of work in phases as the work proceeds. No compensation shall, however, be payable in case there is any unavoidable delay in supply of drawings. Should there be any such delay for reasons beyond the control of the University, suitable extension of time may be granted.
4. The contractor shall treat all materials obtained during dismantling of a structure excavation of the site for a work etc. as University property and such materials shall be disposed of to the best advantage of the University according to the instructions in writing issued by the Registrar and or his subordinate.
5. The contractor will have to engage qualified local engineers and sub-Engineer, etc. as required in case of Class -1 (Group A, B & C) registered A.P.W.D. Contractor.
6. The Registrar/University Engineer may require the Contractor to dismiss or remove from the site of work any persons employed by the Contractor for the work who may be incompetent or misconduct himself and the Contractor shall forth with comply with such requirement.
7. The Contractor should be responsible for collaboration with the other contractors and traders so as to co-ordinate his/her/their and other contractor's activities, which may run simultaneously in the same building/site or work.

8. It shall be the responsibility of the contractors to see that the building under construction is not occupied by anybody unauthorized during construction and to hand over to the Registrar vacant possession of complete building. If such building, though completed, is occupied illegally, then the Registrar will have the option to refuse to accept the said building in that position and delay in acceptance on this account will be treated as delay in completion and for such delay, levy up to 5% of the estimated cost of the tender may be imposed by the Registrar whose decision shall be final both with regard to the justification and quantum.

However, the Registrar may require the contractor through notice to remove the illegal occupation any time on or before completion and delivery.

9. The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, Contract Labour (R&A) Act, 1970 the rules framed there under and other labour laws affecting contract labour that may be brought into force time to time.
10. Where the contractor is a partnership firm the previous approval in writing of the Registrar shall be obtained before any change is made in the constitution of the Firm. Where the contractor is individual or a Hindu undivided family business concern such approval as aforesaid shall like-wise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the work hereby undertaken by the contractor. If the previous approval as aforesaid not obtained, the contract shall be deemed to have been assigned in contravention of clauses as applicable of the condition of contract herself and the same action may be taken and the same consequence shall ensue as provided in the said clause as applicable.
11. The Contractor(s) shall make his/her/their own arrangements for unfiltered water required for the work and nothing extra will be paid for the same. This will be subject to the following conditions.
  - i) That the water used by the contractor(s) shall be fit for constructions purpose to the satisfaction of the Engineer.
  - ii) The University Engineer shall make alternative arrangements for supply of water at the risk and cost of the Contractor(s) if the arrangements made by the Contractor(s) for procurement of water are in the opinion of the University Engineer is unsatisfactory.
12. The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding temporary buildings and other things connected therewith shall be at the risk of the contractor until the works has been delivered to the Registrar and a certificate from him to that effect obtained.
13. The contractor will have to make his own arrangement for all tools and plants, machineries and other equipments for the execution of the work. He will have also to arrangement to store the above materials.
14. In case of addition of upper storey in existing buildings already under occupation the work should be done in such manner that it does not create disturbance. Ladders should be constructed and provided by the contractor for carriage of materials and labour etc. and this contingency should be included by the contractor while quoting his rates.
15. The contractor is to bear all the cost of various sundries and contingencies necessitated by the works which fall within the following or similar categories, unless otherwise stipulated in the schedule of rates.
  - a) Cost of constructing temporary building required by the Contractor for storage, housing of contractor, his labour and staff or other purpose of work. No rent shall however be payable to the University for temporary occupation of the available and owned by the University which will have to be vacated and cleared after completion of work.
  - b) Construction of camps and huts where necessary including conservancy and sanitary arrangement which should be upto the satisfaction of local and Public Health Authorities.

- c) Fees and dues payable to the Municipality or any other authorities if any when necessary.
- d) Suitable water supply and electricity arrangements for staff and labour as well as for the work.
- e) Suitable fencing, barriers, signal including paraffin and electric signal where necessary at work site and at approaches to protect the Public and the employees from accident.
- f) No compensation will be paid by the University for damage done to the private properties in execution of the work.
- g) Loss and damage to contractors materials during execution.
- h) Suitable apparatus for labour engaged in risky operation.
- i) Provisions for sign board, caution boards, direction boards, and barriers etc. for proper safety of the traffic and pedestrian.
- j) Provisions for approaches to work site.

The Forest Royalty would be deducted from the bills as per Government notification as applicable time to time and the contractor should be bound to accept without any claim.

16. The University's liability for the work is to the contractor only and University may refuse to pay other than the contractor at its discretion.
17. Reinforced C.C. works for beams shall be measured from the underside on the soffit of the slab in case of 'T' and 'L' beams and from top of slab in case of inverted beams, R.C.C. lintel, sill beams shall be measured from the face of columns, R.C.C. columns shall be measured from the floor surface to the underside of the beams or slabs as the case may be. Where the columns are connected to beams by hunching and the column shall be measured up to the springing of the hunching and the latter included with upto beams. Where the width of the beam is less than the width of the column. The extra width of the junction shall be included with the beams, R.C.C. footing shall be measured from the underside to the overall depth of footing specified in column schedule, R.C.C. Chajjah and fins to be measured from the lace of lintels/sills/beams/columns etc.
18. In the measurement of the concrete in R.C.C. works the volumes of steel embedded R.C.C. works will not be deducted.
19. Any other tax on materials in respect of this contract shall be payable by the contractor and the University will not entertain any claim whatsoever in this respect.
20. All works shall have to be carried out as per A.P.W.D. General specification and I.S. specification. In case the specification of a particular work is not available in the above mentioned books of specification the work shall be executed as per sound Engineering practice.
21. Power of Attorney would not be accepted at any cause against the work.
22. Any dispute between the Parties on matters concern shall be resolved by mutual discussion and legal recourse shall be only as last resort, in which case the matter shall be submitted for Arbitration subject to Kokrajhar Jurisdiction only.
23. If Bodoland University at any stage, based on an objective examination and scrutiny set out through a due process considers, that the firm has failed to make progress in the implementation of the work schedule or is otherwise incapable of completing the project work as stipulated or has failed to maintain the quality of work to the satisfaction of Bodoland university, the Bodoland University may revoke this agreement wholly or partially.

In that event, total amount released till date time to firm would be returned to Bodoland University within a stipulated period of 15 days from the date of revoking of the agreement and that would have no claim on the balance amount or for the work so far completed.

24. Bidder should sign all the relevant documents along with Tender documents and should be submitted with the technical bid. Before submission of the Tender, Bidder shall sign each page of the tender form/document and all of its relevant papers with date. The

additional alternative and or subtractive clause (if any) shall also to be signed by the bidder, otherwise Bid documents may be treated as cancelled.

25. If the Supplier/Firm could not meet up the standard of the work or not up to the satisfaction of the authority, the authority would not liable to release the payment for partially or whole of the work, as desired, whose decision would be the final. The Supplier/Firm should be bound to accept the decision without any claim thereof.



## Declaration

1. I declare that all the terms and conditions stated in the Notice Inviting Tender are acceptable to me/us and I/We shall abide by the same in case the contract is awarded to me/us.
2. I also declare that the specification given would strictly be maintained by me/us.
3. I/we understand that non-fulfillment and/or partly fulfillment of specification as made is liable for penalty as deemed fit and necessary by the University authority.
4. All the particulars furnished by me/us in the bid are true to the best of my/our knowledge.
5. I/We will also abide by the conditions that should be stipulated during the period of contract.
6. The decision of the authority will be accepted by me/us during and after the bid evaluation process, without any assigning reason thereof.

Date:

(Signature of the Bidder)

Name:

Place:

Contact Number:

Address:

**Name of Work** = Renewing glass panes with putty and nails at existing windows, ventilations, replacement of window glasses, repairing of door and painting of walls etc. of staffs quarters of Bodoalnd University, Deborgaon complex. .

<b>Sl. No</b>	<b>Particulars</b>	<b>Quantity</b>	<b>Rate (Rs.)</b>	<b>Amount (Rs.)</b>
1.	Refixing old glass panes with putty and nails	304.26 Sqm		
2.	Renewing glass panes, with putty and nails wherever necessary including racking out the old putty: 14.5.2 Float glass panes of nominal thickness 5 mm (weight not less than 12.5kg/sqm)	4.50 Sqm		
3.	Taking out existing wooden door shutter, repair by cutting, painting etc. and refixing of repaired door shutters to existing door frames, including replacement of hinges with screws, etc. as required, all complete as per the direction of the Engineer-in-charge.	3 Nos		
4.	Demolishing cement concrete manually/ by mechanical means including disposal of material within 50 metres lead as per direction of Engineer - in - charge. Nominal concrete 1:3:6 or richer mix (i/c equivalent design mix)	.27 Sqm		
5.	Providing wall putty, damp proof and repainting of damp wall including all	9.00 Sqm		
		Grand total Rs.		

Signature of the Contractor with seal