

NORTH EASTERN HILL UNIVERSITY

TENDER DOCUMENT FOR

Repair and maintenance to Qtrs. No-Type-II/8 & 9 of Kendriya Vidyalaya at permanent campus, NEHU, Shillong- 793 022, Meghalaya.



CAMPUS DEVELOPMENT DEPARTMENT

2018

Signature of the Contractor _____

Signature attested

To

The University Engineer,,
Campus Development Department
NEHU, Shillong- 793 022.

Subject: Tender for the work "Repair and maintenance to Qtrs. No-Type-II/8 & 9 of Kendriya Vidyalaya at permanent campus, NEHU, Shillong- 793 022, Meghalaya."

Sir,

I/we have the honour to submit herewith tender for the above mentioned work for Rs _____ (Rupees _____) only for consideration and orders.

I/We/am/are registered class _____ () contractor of _____.

I/We submit herewith the following documents for your consideration please.

1. Attested photocopy of my/our registration certificate.
2. Attested passport size photo of myself(or of the person)(s) authorized to operate the contract in case of registered firm.
3. Money receipt /Bank Draft for payment toward the cost of the tender paper.
4. Attested photo copy of income tax clearance certificate for the year _____
5. Attested photo copy of sales tax clearance certificate for the year _____
6. Attested copy of Tribal Certificate.(If applicable)
7. Attested photo copy of Nationality certificate.
8. Attested photo copy of professional tax certificate for the year _____
9. Attested photo copy of Trading Licence from KHADC (In case of Non Tribal Contractor).(If applicable)
10. Earnest money amounting to Rs. _____ in the form of call deposit/Demand Draft/Banker's Cheque no _____ Dated _____.
11. Tender fee of Rs. _____ (only NEFT/RTGS or onlineSBICollect) Reference No _____ Dated _____.
12. I / we have the following machineries of my / our own for using in the work.

1 _____

2 _____

3 _____

4 _____

5 _____

I/we have the qualified Engineer.

1 Shri/Smt _____

2Shri/Smt _____

3Shri/Smt _____

Our employees to supervise the work.(s)

I/We have gone through the detailed tender document and agree to execute the work if allotted to me/us as per the terms and condition laid down therein and at the quoted rates by me/us in Annexure I.

I/We also pledge to execute the work my self/ourselves without subletting to others.

I /We therefore seal and sign the tender paper and return them duly filled in original.

Enclosed: Tender document in original and attested copies of the certificates and photo as stated above.

Yours faithfully

(Signature of the contractor)

Name and address _____

Registration no _____

Phone No. _____

**NORTH EASTERN HILL UNIVERSITY
CAMPUS DEVELOPMENT DEPARTMENT
SHILLONG
NOTICE INVITING TENDER**

On behalf of the North Eastern Hill University, sealed tenders are invited from the approved, eligible & Registered Contractors of appropriate Class, registered with the Central Public Works Department / the Meghalaya State PWD (building) / M.E.S., accompanied by a tender fee of Rs.200.00 (Rupees Two Hundred) only (Non-refundable) , for the following work. The tenders will be received upto **2.00 P.M. on 25th January 2018** (To be dropped in the tender box) and will be opened on the same day at 3.00 P.M. in the presence of the contractors or their authorized representative if any:-

Sl. No	Particulars of work	Estimated Amount	Earnest Money	Time of Completion	Tender Fee
1	Repair and maintenance to Qtrs. No-Type-II/8 & 9 of Kendriya Vidyalaya at Permanent Campus, NEHU, Shillong.	Rs 1,27,155/-	Rs 2540/- (Rs 1270/- for SC/ST)	30 (Thirty) days	Rs 200/-(Two Hundred)

Note:-

1. **The contractors fulfilling the required criteria as specified in the detailed notice** may download the tender document from the University's website www.nehu.ac.in w.e.f 19th January 2018 (After 4.00 PM) to 24th January 2018 (Upto 4.00PM).
2. Required Earnest money is to be submitted in the form of Call Deposit/Demand Draft/Banker's Cheque duly pledged to NEHU, Shillong.
3. The prospective tenderers should deposit tender fee through NEFT/RTGS to the account as detailed below and send an email to fo@nehu.ac.in mentioning the purpose of deposit with Bank transfer no/UTR no and date. A copy of proof of such deposit made should be enclosed with the tender documents.
Details of Account:

Name of Account holder	: Finance Officer
Name of the account	: NEHU Revenue Account.
Name of the bank and branch	: State Bank of India, NEHU Branch, Shillong.
IFSC Code	: SBIN0004295
Account no.	: 10203801042

Alternately, tender fee can also be paid online through State Bank Of India online portal www.onlinesbi>sbicollect>Meghalaya>Educational Institution>NEHU Development Account>Tender Fee. Attach the State Bank Collect Transaction ID with the tender document. Please note that PoS swipe is not acceptable.
4. **Joint ventures are not accepted.**
5. Prospective Tenderers should not have abandoned any work nor any of the Contracts should have been rescinded during the last *seven years ending last day of the month of December 2017*.
6. The Tender shall be received & opened on the next working day, in case the date stipulated for receipt & opening of Tender in this NIT is declared a Holiday / non- working day.
7. The contractor should arrange all the machineries & materials of specified quality by himself from open markets. The list of machineries possessed by the tenderer should be enclosed.
8. The rates should be quoted on percentage/item rate basis in the Annexure I, in figures & words legibly. The total amount worked out on such rates quoted should invariably be given by the Tenderer.
9. The University reserves the right not necessarily to accept the rate of the lowest tenderer and may reject any or all the tenders without assigning any reason thereof.
10. Contractors may inspect the site & source of Construction materials , if required, before casting tender.
11. Contractor should put his/her full name and address in the specified column in the tender document. Tenders of those contractors who give only the initial without giving full name will be rejected.
12. The Tenderer should get his/her signature attested by any officer of NEHU/ any Gazetted Officer at page 1 of the tender document failing which their tender will not be considered.

13. In case the contractor fails to complete the work within the stipulated time mentioned in the work order, then action shall be taken against such contractor at the discretion of the University's authority which may lead to debar him from further tendering in the University etc.
14. The contractor shall be exempted from payment of forest royalty only if he/she produces either (1) a money receipt issued by the forest department or (2) a printed challan provided by the dealers/quarry owners for the consignments duly stamped by the Forest Department. Any other document produced thereof shall not be taken in to account as a legitimate proof for claim of exemption of deduction of forest royalty, in which case, forest royalty will be recovered as per the following rates :

 Stone,Gravel,Boulder,Shingle : @ Rs. 240.00 (Rupees Two Hundred Forty)only per cum +Taxes applicable.

 Sand : @ Rs. 90.00 (Rupees Ninty)only per cum + Taxes applicable

 Squared stone: Rs.280.00 (Rupees Two Hundred Eighty) only per cum+ Taxes applicable

 Earth and Clay: Rs.100.00 (Rupees One Hundred) only per cum+ Taxes applicable .

 However in the event of revision of rates for royalty by the Government, same shall suo moto apply and contractor shall be liable to pay royalty at the prescribed revised rates.
15. Water charges @ 0.10% of value of work done shall be deducted from the Bills (Running or Final) of the Contractor, if water connection is provided by NEHU for use in Construction works / Labour shed.
16. Electricity charges shall be deducted from the Bills (Running or Final) of the Contractor, as per meter reading if Electricity connection is taken for use in Construction works / Labour shed from the University's resources. The meter (MeECL Tested) shall be provided by the Contractor along with service connection from the nearest available source failing which Electricity charges @ 0.50% L.S. of value of work done shall be deducted from the Bills (Running or Final) of the Contractor.
17. All taxes shall be payable by the contractor as per the prevailing rates at the time of making payment.
18. Registration certificate for Goods and Services Tax should be submitted with the tender.
19. Income tax and cess shall be leviable, at the rate in force at the time of making payments, as amended by the Government of India/Government of Meghalaya as the case may be, from time to time.
20. Non Tribal Contractors should furnish "Trading License" issued by the competent authority without which their Tender shall be disqualified.
21. Alterations, corrections, if any, in the Rates quoted by the Tenderer should be initialed by the Tenderer. Usage of "White ink" to erase & then rewrite the Rate should be avoided.
22. The specification & make of individual items as per BOQ is for reference & to be followed under normal circumstances. However, products of equivalent range, quality & make may be allowed with approval by the Engineer-in-charge.
23. Notwithstanding the various conditions prescribed in the Tender document, the University may relax one or more such conditions, if required, in favour of deserving Tenderer, in the interest of the University, without compromising with the quality & standard so required for implementation of the work.
24. Rebate offered by the prospective tenderer in percentage rate tender are liable to be rejected. However the unconditional rebates offered in the case of item rate tender can be considered.
25. The lower limit for acceptance of tender for both item rate and percentage rate tender is up to 10% below the estimated cost.
26. The estimated amount shown in the NIT is indicative only. The tender shall be evaluated based on the actual estimated cost of the works as shown in the comparative statement.
27. The tenderers are advised to see University's website regularly, as any corrigendum or addendum shall be put on the University's website only.
28. Successful tenderer shall have to obtain form II from the Registering Officer, Meghalaya Building and Other Construction Workers Welfare Board, Shillong, failing which their payment (Running/Final) shall not be released.

29. Please note that near relatives of the officers and staff of CDD are not allowed to participate in the tender. In case it is found so, the tender of such tenderer will be disqualified. The term 'relative' for this purpose would be as who are not near relatives of University Engineer/Divisional Accountant or Superintending Engineer or Executive Engineer or /Assistant Engineer/Junior Engineer of the University.

Note: A near relative means wife, husband, parents, in-laws, children, brothers, sisters, uncles, aunts and cousins.

Sd/-
EXECUTIVE ENGINEER

No CD/M/Estm/217/2017- 1228

Dated. 15th January 2018

Copy to :-

1. The P.S. to Vice Chancellor, NEHU, Shillong
2. The S.P.A. to Registrar, NEHU, Shillong.
3. The Finance Officer, NEHU, Shillong.
4. The CVO, NEHU, Shillong.
5. The Technical Branch, CDD, NEHU, Shillong
6. The Public Information Officer, CDD, NEHU, Shillong.
7. The Technical Officer, VSAT, NEHU, Shillong, with a request to insert the NIT in the web site of the University.
8. NOTICE BOARD

Sd/-
EXECUTIVE ENGINEER

**NORTH-EASTERN HILL UNIVERSITY
CAMPUS DEVELOPMENT DEPARTMENT
(ENGINEERING CELL)
SHILLONG**

DETAILED NOTICE WORK CONTRACT

1. On behalf of North Eastern Hill University, Sealed tenders are invited from approved, eligible, & registered contractors of appropriate class, registered with the Central Public Works Department / Meghalaya State PWD (Building)/ M.E.S .accompanied by Tender Fee as shown below(Non-refundable) The tender will be received up to 2.00 P.M. on 25.01.2018(to be dropped in the tender box) and will be opened on the same day at 3:00 p.m. in the presence of the contractors or their authorized representative, if any.

2.

Sl.No	Particulars of work	Estimated Amount	Earnest Money	Time of Completion	Tender Fee
1	Repair and maintenance to Qtrs. No-Type-II/8 & 9 of Kendriya Vidyalaya at Permanent Campus, NEHU, Shillong.	Rs 1,27,155/-	Rs 2540/- (Rs 1270/- for SC/ST)	30 (Thirty) days	Rs 200/-(Two Hundred)

2. **The time allowed for completion is, 30(Thirty) days from the date of issue of work order or as mentioned in the work order.**

3. Plans & Specifications for the works and other Particulars may be seen in the office of the undersigned during office hours.
4. Each tender should be accompanied by EMD & Tender Fee in the manner as specified in the NIT without which the tender will not be considered as valid.
5. The rate/rates quoted in the tender should be in figures as well as in words and it should be legible. Any mistake & subsequent correction should be initialled by the tenderer.
6. (a) Registered Contractors of the State PWD, the Central PWD & M.E.S. should mention the class under which they are eligible to obtain contracts by virtue of their registration.

Attested copy of certificates from competent authority should be enclosed to prove that he/she is a registered contractor.

7. (a) The specified earnest money should be submitted in the form of Deposit at Call/ Fixed Deposit pledged to the North-Eastern Hill University, Shillong. The amount deposited will be refunded/released to the unsuccessful tenderers. But the deposit furnished by the successful tenderers will be retained and converted into the Security Deposit as described below.

(No Earnest Money in the form of cheque will be accepted).

(b) A security deposit to the extent of 8% of the contract amount will be deducted at the rate of 8% of the bill of the contractor running or final till these deductions together with earnest money will be equal to 10% of the contract amount (corrected upto date). The contractor may also deposit once for all the total amount of 10% of the contract amount including of EMD at a time if he so desires.

(c) Security deposit will be retained by the department for 6 (Six) months from the date of completion of the work. Any defect noticed during this period shall have to be rectified by the contractor at his own cost failing which the department shall get the same rectified through the security deposit and balance security deposit (if available) shall be forfeited.

(d) If the successful tenderer who has been allotted the works fails to start the same within the period specified in the Work Order or within the period of 15 (fifteen) days, from the date of Work Order, whichever is earlier, he will forfeit his Earnest money to the University.

8. The tenderer should fill up the tender form in full and submit the same along with the following.
 - (a) Attested photo copies of Income tax, sales tax, professional tax clearance certificate. (b) Trading licence (for Non-Tribal contractors), Tribal certificate, Nationality Certificate. (c) Attested passport size photo of the tenderer.
 - (d) Attested photo copy of Registration certificate.
 - (e) Details of works in hand and similar class of work executed in the enclosed proforma (Annexure II and III).
 - (f) Full name and detailed present, permanent address with pin code and phone number.
9. Deduction of Income Tax will be made from the Contractor's bill Running/Final Bill at the rate prescribed by the Income Tax Authority.
10. The University will not guarantee timely issue of materials to be supplied and in no case entertain any claim for compensation whatsoever on this account.
11. Royalty for stones, sand etc shall be and recovered from the contractors bill Running or final, as per rates mentioned herein.
12. No labourer under the age of 14 (fourteen) years be employed and all labourers employed shall be paid at rates not less than generally paid in the neighbouring area for similar works and in no case should it be less than the minimum wages prescribed by the Government.
13. The contract must not be sublet.
14. Firms submitting tender should enclose copy of firms constitution and a Court Certificated Copy of the Power of Attorney authorising one or more of their agents to operate the contract, sign the tender, receive payment etc. on behalf of the firm. The department's liabilities will be to the' contracting firm only and not the person / persons having the power of Attorney.
15. Unless otherwise mentioned in the drawing, specification and items of works, the works, are to be carried out as per instruction/guidelines contained in the CPWD/PWD General Specifications for works. The Indian Standard /I.R.C. specifications will be followed in respect of materials and works not specified in CPWD / PWD General specifications.
16. The rates quoted shall be deemed to be for finished items of work only. The rates are inclusive of all necessary materials, labour, tools, and plants, transport and shall also cover the cost of all temporary works like scaffolding, platform, centring, temporary shed for storing materials of accommodating labour guards, which may be necessary for the works.
17. Every pages of the tender should be signed by the tenderer and every correction in rates and clauses should bear the dated Initial of the tenderer before submission. The tender should be placed in sealed cover, the name of works written on top of the,' envelope and firms 'or contractor's name and address at the left hand side of the cover at the bottom.
18. The Contractor should maintain good relationship with other contractors so as to expedite the execution of his or other contractor's work which may run simultaneously. No claims whatsoever shall be entertained for this cause.
19. In measurement of RCC works, the volume of steel embedded with concrete work will not be deducted and measurement will be made after removal of shutterings and after the specified period of curing.
20. Canvassing directly or indirectly in connection with the acceptance of the tender is liable to the tenderer being disqualified without assigning any reason thereof.

21. The acceptance of the tender rests with the Building Committee/University Engineer/Executive Engineer, NEHU, Shillong who does not bind himself to accept the lowest or any tender and reserves the right to reject any or all tenders received or accept the tender in whole or part without assigning any reasons thereof. The acceptance of tender in part will not affect the liabilities of the tender for the due performance of the Contract.
22. In any circumstances materials issued in excess to the contractor, the contractor shall be bound to return the excess materials and these materials to be returned should perfectly be in good condition. If these materials are damaged in anyway or its value is reduced due to wear and tear for any reasons, the same will not be accepted by the University. The value of the materials so drawn in excess by the contractor will be recovered at double the rate specified in the scheduled of recoveries or at the market rate whichever is more.
23. Contractor should not employ labour or staff of doubtful integrity of the state. If anti-state or anti-social elements is 'employed by the contractor, his tender will be cancelled and no claim whatsoever will be entertained for any loss or damages.
24. No Pakistani, Bangladeshi labour shall be employed. The contractors are required to submit the list of labourers to the District Authority of State if they are so demanded.
25. Before handing over the work to the department, the Contractor is to clear the premises and its surrounding to the satisfaction of the Executive Engineer/ University Engineer/ Engineer-in-Charge.
26. The contractor should carry out the work as per drawing and design and specification approved by the department.
27. The Contractor / Firm shall have to give a declaration to the effect that he/they do hereby declare that he/they have thoroughly acquainted himself / themselves with all the clauses contained in the detailed notice inviting tenders and agree to the terms and conditions stipulated therein (As per annexure IV).
28. The terms and conditions and additional clauses contained in this detailed tender notice as well as those laid down in F-2 form of the University annexed will form part and parcel of the agreement where the two are at variance the former will take precedence over the latter.
29. Acceptance of tender will depend upon the furnishing of Trading License from the competent authority in the State of Meghalaya for Non-Tribal contractor.
30. Concrete Vibrators should be used for all concrete structural members in cement concrete works. The contractor should arrange the concrete Vibrators by himself.
31. Only granulated black chips of requisite sizes should be used in all structural concrete members like footing, columns, plinth beams, lintel, roof slabs, chajja, fins, flooring etc. sizes of chips should be 20mm down in approved proportion.
32. No escalation and mobilisation advance is payable by the University.
33. For concrete works only "River sand" which is clean and free from dust and dirt should be used in the works.
34. The work shall be split and allotted to more than one contractor, if necessary, and the tenderer shall have no claim whatsoever on this account.
35. The tender for the work shall remain open for acceptance or a period of 180 days from the date of opening. If any tenderer withdraws his tender before the said period or make any modification which is not acceptable to the Department, the University shall without any prejudice to any right or remedy, be at liberty to forfeit the earnest money of the tenderer.

**University/Executive Engineer
CDD, NEHU, Shillong**

**AGREEMENT FORM FOR WORKS
NORTH-EASTERN HILL UNIVERSITY (ENGINEERING CELL)
SHILLONG**

(Form - F - 2/NEHU)

PERCENTAGE RATE / ITEM RATE TENDER AND CONTRACT FOR WORKS
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 pasted on a board, hung up in the office and signed by the Assistant Engineer / Executive Engineer/University Engineer (Engineering Cell) NEHU.
2. 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 earnest money to be deposited with the tender, the amount of Security Deposit to be deposited by the successful tenderer and the percentage, if any to be deducted from bills, copies of the specifications, designs and drawings and any other documents required in connection with the work, signed (with the exception of the current Meghalaya General Specifications and the Indian Code of Practice which although binding on the contractor need not be signed) for the purpose of identification by the Assistant Engineer/Executive Engineer/ University Engineer during office hours.
3. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, in the event of the absence of any partner, it must be signed on his behalf by a person authorising him to do so.
4. Receipts for payments made on account of a work which when executed by a firm, must also be signed by the several partners, except where the contractors are described in their tender as 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 receipt for the firm.
5. Any person who submits a tender shall fill up the usual printed forms stating at what rates he is willing to undertake for each item of the work. Tender which propose any alteration in the work specified in the said form of invitation 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 contractor who wish to tender for two or more works shall submit a separate tender for each. Tenders shall have the name of the work and full address of the tenderer written outside the envelope.
6. The Executive Engineer/University Engineer or his duly authorised officer will open tenders in the presence of any intending contractors who may be present at the time and will initial and date the tenders. The Executive Engineer / University Engineer shall have the right to reject any, all or the lowest tender without assigning any reasons thereof.
7. The memorandum of work tendered for and the memorandum of materials to be supplied, if any by Engineering Cell and their issue rates, shall be filled in and completed in the office of the Assistant Engineer/Executive Engineer before the tender form is issued. If any form is issued to an intending tenderer without having been so filled in and completed, he shall request the office to have this done before he completes and delivers his tender.

TENDER FOR WORKS WITH SPECIFICATION

I/We hereby tender for the execution of work for the North-Eastern Hill University specified in the under written memorandum within the time specified in such memorandum at the rates specified therein and in accordance with the designs, drawings, specifications and instruction in writing referred to in Rule I thereof and in clause II of the annexed conditions, and with such materials as are provided for by and in all other respects in accordance with, such conditions so far as applicable.

MEMORANDUM

- (a) If several sub works are included they should be detailed in a separate list.
 - (i) General description
 - (ii) Estimated cost : Rs.
 - (iii) Earnest money : Rs.
 - (iv) Security deposit (including earnest money)..... 10% (Ten percent)
- (b) This deposit will vary from 1 % to 10% of the estimated cost of the work according to the requirements of the case.
- (c) This percentage on security deposit taken will vary from 5% to 10% according to the requirements of the case where security deposit is taken (See note to clause of the conditions of contract).
- (d) Percentage, if any, deducted from bills 8% (Eight percent)
- (e) Time allowed for the work from date of written order to commence the work
- (f) The rates specified shall be as at Annexure - I.

Should this tender be accepted, I/We agree to abide by and fulfill all the terms and provisions of the said conditions of contracts annexed hereto so far as applicable, in the said conditions.

The sum of Rs. _____ is herewith submitted in call deposit as Earnest Money.

Signature of Contractor before submission of tender.

Dated Shillong

The _____ day of _____

witness

Signature of Witness to Contractor's Signature

Address :
Occupation :

Dated of the _____ day of _____

The above tender is hereby accepted by me on behalf of the North-Eastern Hill University.

**University/Executive Engineer
CDD, NEHU, Shillong**

CONDITIONS OF CONTRACT

SECURITY DEPOSIT

Clause 1 : The person/persons whose tender may be accepted (hereinafter called the contractor) shall permit the University at the time of making any payment for work done under the contract to deduct such sum as will (with the earnest money already deposited) amount to 10 (ten) percent of all moneys so payable, such deductions to be held by the University free of interest, by way of security deposit.

All compensation or any other sum of money payable by the contractor to the University under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from any sums which may be due or may become due to contractor by the University on any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction or sale aforesaid, the contractor shall within ten days thereafter make good in Cash or Government securities endorsed as should be raised by sale of his security deposit or any part thereof.

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 the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with, all due diligence (time being deemed to be the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one per cent or such smaller amount as the University Engineer / Executive Engineer (whose decision in writing shall be final) may decide on the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains 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 the three-fourth of the work, before three fourth of such time has elapsed, such estimation of the amount of work done at any period being made by the Executive Engineer/University Engineer whose decision shall be final. In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as the University Engineer/Executive Engineer (whose decision in writing shall be final and conclusive) may decide on the said estimated cost of the whole work for every day that the due quantity of work remain incomplete. Provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed 10 per cent on the estimated cost of the work as shown in the tender.

CLAUSE 3 : In any case in which under any clause or clauses of this contract, the contractor shall have rendered himself liable to pay compensation amounting to fifty percent or more of his security deposit (whether paid in one sum or deducted by installments) the University Engineer/ Executive Engineer on behalf of the University shall have the 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 (a) rescission-notice in writing to the contractor under the hand of the Executive Engineer/ University Engineer shall be final and conclusive, and in which case the security deposit of the contractor shall stand forfeited, and be absolutely at the disposal of the University.

- (b) To employ labour paid by the University (Engineering Cell) 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 twenty-four per cent on the total of the aforesaid cost and price, to cover the cost of supervision (as to the amount of which cost and price a certificate of the University Engineer/ Executive Engineer shall be final and conclusive) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract, and the certificate of the University Engineer/ Executive 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 expense 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/Executive 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 otherwise, or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

In the event of any of the above courses being adopted by the University Engineer/ Executive Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or produced any materials or entered into any engagements, or made advances on account of, or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereto for actually performed under this contract, unless and until the Assistant Engineer/Executive 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 be paid the value so certified.

CLAUSE 4 : In the case in which any of the powers as conferred upon the University Engineer/ Executive Engineer by clause 3 thereof shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any 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 unrealised amounts to fifty per cent or more of his security deposit. In the event of the University Engineer/Executive Engineer putting in force either of the powers (a) or (c) vested in him under the preceding clause he may, be so desire, take possession of all or any tools, plant, materials and store in or upon the works or the site there 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 / Executive Engineer whose certificate thereof shall be final and conclusive, otherwise the Executive Engineer may be notice in writing to the contractor or his Clerk or Works, Foreman or other authorised agent require him to remove such tools, plants, materials or stores from the premises within a time to be specified in such notice and up event of the contractor failing to comply with any such requisition, the Executive Engineer may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the University Engineer/Executive Engineer as to the expense of any such removal, and the amount of the proceeds and expense of any such sale shall be final and conclusive.

CLAUSE 5 : If the contractor shall desire an extension of time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other grounds he shall apply in writing to the University Engineer/Executive Engineer within 30 days of the date of the 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 University Engineer/Executive Engineer shall if in his opinion (Which shall be final and conclusive) reasonable grounds be shown therefore authorise such extension of time, any, as may in his opinion, be necessary or proper.

CLAUSE 6 : The contractor shall give the Assistant Engineer / Executive Engineer notice in writing when the work is completed and on receipt of such notice, the Assistant Engineer 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 Assistant Engineer/Executive Engineer (hereinafter called the Engineer- in -charge) of such completion but no such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed from the premises, on which the work shall be executed, all scaffolding, surplus materials and rubbish, and shall have cleaned off all dirt from all wood work, 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 the purpose of the execution thereof. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish, and cleaning off dirt on or before the date fixed for the completion of the work, the Engineer - in - charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish, and dispose of the same as he thinks fit and clean off such dirt as aforesaid and the contractor shall forthwith, pay the amount of all expense so incurred plus twenty four per cent supervision charges and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale 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 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 thereof be entitled to receive a monthly payment proportionate to the part thereof approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. 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 the requiring of bad, unsound and imperfect or unskillful work to be removed and taken away and reconstructed or recreated, or be considered as an admission of the due performance of the contract or any part thereof in any respect or the accruing of any claim nor shall it conclude, determine, or affect in any way the powers of the Engineer-in-charge under these, conditions or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or 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 Engineer-in-charge may himself prepare or depute a subordinate to prepare such bill; and in any event, the Engineer-in-charge's certificate of the measurement and of the total amount payable for the work shall be final and conclusive.

CLAUSE 8 : A bill shall be submitted by the contractor each month on or before the date fixed on work executed in the previous month and the Engineer-in-charge shall take or cause to be taken the requisite measurement for the purpose of having the same Bill to be submitted' monthly verified, and the claim, as far as admissible adjusted, if possible, before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed, as aforesaid the Engineer -in-charge 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 Engineer-in-charge 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 purpose of any intermediate or final bill or of the completion certificate he must intimate the fact, in writing, to the Engineer-in-charge within

fortyeight 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 Engineer-in-charge. Should the contractor fail to intimate his nonacceptance of the measurements, within fortyeight hours of the measurements having been taken, in the manner described, above, no claim will subsequently be entertained in any matter connected with the measurement. If non-acceptance is intimated within the period herein prescribed, the decision of the Engineering-in-charge 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 Engineer-in-Charge and the charges in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

Clause 10 : If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the Engineer-in-charge's store, or if it is required that the contractor shall use certain stores to be provided by the Engineer in-charge (such material and stores and the prices to be charged thereof as hereinafter mentioned being so far as practicable for the convenience of the contractor, but not so as in any way to the contractor the meaning of effect of this contract, specified in the schedule or memorandum hereto annexed) , the contractor shall be supplied with such materials and stores as required from time to time to be used by him for the purposes of the contract only, and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule or memorandum may be set off or deducted from any sum then due, or thereafter to become due to the contractor under the contract, or otherwise, or against or from the security deposit, or the proceeds of sale thereof if the same is held in Government securities, the same or a sufficient portion thereof bring in this case sold for the purpose. All materials supplied to the contractor shall remain the absolute property of the University and shall not on any account be removed from the site of the work, and shall at all time be open to inspection by the Engineer-in-charge, but all such materials shall be in the custody of the contractor who shall be responsible for any loss, damage or deterioration due to theft, fire, storm, flood, earthquake or any other cause of any nature whatsoever. Any such materials unused and in perfectly good condition at the time of the completion or termination of the contract shall be returned to the Engineer-in-charge's store, if by a notice in writing under his hand he shall so require; but the contractor shall not be entitled to return any such materials unless with such consent, and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid being unused by him, or for any wastage in or damage to any such materials.

CLAUSE 11 : The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner, and both as regards materials and otherwise in orders, etc, every respect in strict accordance with the true intent and meaning of the drawings and specifications. The contractor shall also conform exactly, fully and faithfully to the true intent and meaning of the designs, drawings and instructions in writing relating to the work signed by the Engineer- in-charge and lodged in his fice, and to which the contractor shall be entitled to have access at such office or on the site of the work for the purpose of inspection during office hours and the contractor shall if he so require, be entitled at his own expense to make or cause to be made copies of the. specifications, and of all such designs, drawings and instructions as foresaid.

CLAUSE 12 : The Engineer-in-charge / University Engineer shall have power to make any alterations in, or additions to, the original specifications, drawings, designs and instructions, that may appear to be necessary or advisable during the progress of the work, and the contractor shall be bound to

carry out the work, in accordance with any instructions which may be given to him in writing and signed by the Engineer-in-charge, and such alteration shall not invalidate the contract and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he

agreed to do the main work and at the same rate as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work bears to original contract work, and the certificate of the Engineer-in-charge 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 rates of the district plus or minus the percentage above or below the schedule of rates as per list tender and if such last mentioned class of work is not entered in the schedule of rates of the district, then the contractor shall within seven days of the date of his receipts of the order to carry out the work inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work, and if the Engineer-in-charge does not agree to this rate he shall, by notice in writing, be at liberty to cancel his order to carry out such class of work, and arrange to carry it out in such manner as he may consider advisable; provided always that if the contractor shall commence work or incur any expenditure in regard 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 of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute, the decision of the University Engineer of the University will be final and conclusive.

CLAUSE 13 : If the contractor considers any work demanded of him to be outside requirements of the contract, or considers any records or ruling of the Engineer-in-charge to be unfair he shall immediately upon such work being demanded of such record, or ruling being made, ask for written instructions or decisions, and within ten (10) days after the date of receipt of the written instruction or decisions, he shall file a written protest with the Engineer-in-charge, stating clearly and in details the basis of his objections. Except for such protests or objections as are made in the manner herein specified and within the time limit stated, the records, ruling instruction or decisions of the Engineer-in-charge shall be final and conclusive.

CLAUSE 14 : If at any time after the commencement of the work, the University shall for any reason whatsoever not require the whole work thereof as specified in the tender to be carried out, the Engineer-in-charge shall give notice in written of the fact to the contractor restriction of work who shall have no claim to any payment or compensation whatsoever to be carried out on account of any profit or advantage which he might have the right from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out; neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

Clause 15 : If it shall appear to the Engineer-in-charge or his subordinate-in-charge of the work, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials of any inferior description, or that any materials or articles provided case of bad work by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the contractor shall on demand in writing from the Engineer-in-charge specifying the work materials or articles complained of notwithstanding that the same may have been inadvertently passed: certified and paid for, forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may require, or as the case may be remove the materials or articles 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 Engineer in-charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the rate of one percent on the amount of the contract for every day not exceeding ten days, while his failure to do so shall continue and in the case of the contractor's continued failure over and above the ten days specified above the Engineer -in-charge may rectify or remove, and re-execute the work or remove and replace with others, the materials or articles

complained of, as the case may be at the risk and expense in all respects of the contractor and charge the contractor for the work in sub-clause (b) of clause 3 above.

CLAUSE 16 : All Work under or in course of execution or executed of the contract shall at all times be open to the inspection and supervision of the Engineer- in- charge and the contractor shall at all times during the usual working hours, and at all other time at which reasonable notice of the intention of the Engineer-in-charge or his subordinate to visit the work shall have been given to the contractor, either himself be present to receive orders and instruction, 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 17 : The contractor shall give not less than five days' notice in writing to the Engineer-in-charge or his subordinate before covering up or otherwise placing beyond the reach of measurement or inspection any work in order that the same may be inspected or measured, and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement or inspection and shall not cover or place beyond the reach of measurement or inspection, any work without the consent in writing of the Engineer-in-charge or his subordinate-in-charge of the work; and if any work shall be covered up or placed beyond the reach of measurement or inspection without such notice having been given or consent obtained in writing the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which, the same executed.

CLAUSE 18 : If the contractor or his work people or servants shall break, deface, injure or destroy any part of a structure, in which they may be working, or any building road, fence, enclosure or grass land, or cultivated ground contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work, while in progress, from any cause whatever on any imperfections become apparent in it within three months after a certificate, final or other, of its completion shall have been given by the Engineer-in-charge as aforesaid, the contractor shall make good the same at his own expense, or in default, the Engineer-in-charge may cause the same to be made good by other workmen, and deduct the cost (of which the certificate of the Engineer incharge shall be final and conclusive) plus twenty four percent supervision charges from any sums that may be then, or any time thereafter may become, due to the contractor or from his security deposit, or the proceeds of sale thereof, or of a sufficient portion thereof.

CLAUSE 19 : The contractor shall supply at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-charge's stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite or proper for the proper execution of the work, whether original, altered or substituted, and whether included in the specification or other documents forming part of 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 Engineer-in-charge as to any matter as to which under these condition he is entitled to be satisfied, or which he is entitled to require together with carriage thereof to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessity for the purpose of setting out work for the accuracy of which he is

entirely responsible, and for the 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 Engineer-in-charge 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 of sale thereof, or of a sufficient portion thereof. The contractor shall also provide all necessary fencing, lights and notice required to protect the public accident, and shall be bound to bear the expenses of defence of every Suit action or other proceedings a law that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs which may be awarded in any such suit action, or proceedings to, any such person or which may with the consent of the contractor be paid to compromise any claim by any such persons.

CLAUSE 20 : No female labour shall be employed within the limits of a cantonment and labourer below the age of fourteen years shall not be employed on the work.

Works on Sundays.

CLAUSE 21 : No work shall be done on Sundays without the sanction in writing of the Engineer-in-Charge.

CLAUSE 22 : The contract shall not be assigned or sub-let without the written approval of the University Engineer I Executive Engineer. And if the contractor shall assign or sub-let his contract; or attempt to do so, or become insolvent or commence and insolvency proceedings or make any composition with his creditors, or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or pecuniary or otherwise, shall either directly or indirectly be given, promised, or offered by the contractor, or any of his servants or Work not to be sub-let. agents to any public officer or person of the University may be in any way relating to his office or employment, or if any such officer rescinded and security or person shall become in any way directly or indirectly in the deposit for failed for sub-letting', bribing, or if contract, the Executive Engineer may there upon by notice in writing contractor becomes rescind the contract, and the security deposit of the contractor insolvent shall thereupon stand forfeited and be absolutely at the disposal of the University and the same consequences shall ensure as if the contract has been rescinded under clause 3 therefore, and in addition the contractor shall not be entitled to recover or be paid for any work actually performed under the contract.

CLAUSE 23 : 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 any damage shall have been sustained.

CLAUSE 24 : In the case of a tender by partners any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer- in-charge for his information.

CLAUSE 25 : All work to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Engineer-in-charge / Executive Engineer of the University who shall be entitled to direct at what point or points and in what manner they are to be commenced / carried on.

CLAUSE 26 : Except where otherwise specified in the contract the decision of the University Engineer, North-Eastern Hill University shall be final, conclusive, and binding on all parties to the contract Dponallquestions 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 and other question, claim, right, matter or thing whatsoever, in any was arising out of,

or relating to the contract, designs drawings specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work, or after the completion or abandonment thereof.

CLAUSE 27 : The contractor shall pay his labours not less than the wages paid for similar work in the neighbourhood which should not be less than the minimum wages fixed by the Government.

CLAUSE 28 : In the case of any class of work for which there is no such specification as is mentioned in Rule I such work shall be carried out in accordance with the State/District specification, and in the event of there being no State/District specification, then in such case the work shall be carried out in all respects in accordance with the instruction and requirements of the Engineer-in-charge.

CLAUSE 29 : The expression “Works” or “Work” where used in these conditions shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.

SCHEDULE SHOWING (APPROXIMATELY) MATERIALS TO BE SUPPLIED FROM THE NORTH-EASTERN HILL UNIVERSITY’S STORES FOR WORK CONTRACTED TO BE EXECUTED AND THE RATES AT WHICH THEY ARE TO BE CHARGED FOR.

Particulars	Rate at which materials will be charged to the Contractor	Place of Delivery
Unit	Rs. P	
Nil	Nil	Nil

Note : The person or firm submitting the tender should see that the rates in the above schedule are filled up by the Engineer-in-charge on issue of the firm prior to the submission of the tender

(Signature of contractor)

**Signature of the Engineer-in-charge
(Engineering cell)
CDD, NEHU, Shillong**

Place _____

Date _____

ANNEXURE-1

(A) Schedule Items

Sl.No	Reference to the schedule of rates	Estimated Amount	Percentage rate to be quoted over the S.O.R (ATPAR/BELOW/ABOVE) (In figures and words legibly)	QUOTED AMOUNT
1	Items based on Meghalaya PWD (Building) Schedule of Rates for the year-2015-16	Rs 1,24,586/-		

(B) Non Schedule Items

Sl.No	Items of the work	Unit	Quantity	Rate to be quoted in figures and words both	QUOTED AMOUNT
1	Taking out and refitting doors and windows with necessary minor repairs complete.	sqm	6.22		

Total Quoted Amount=(A)+(B)=Rs

Rupees

Signature of the tenderer.

Annexure - IV
UNDERTAKING IN FORM - A

I do hereby declare that the works will be done by myself and I also hereby declare that the signature in all pages of the tender papers is signed by me and my signature has been attested by the officer of the University on the cover of the tender document.

Further, I declare that I have gone through the various clauses of the contract document and I am fully conversant with all the clauses contained therein and agree to abide by the same.

Full Name of contractor : _____

:

Full Address

:

:

:

Registration No.

:
