

**CENTRAL INSTITUTE OF TECHNOLOGY
BALAGAON, KOKRAJHAR, BTAD, ASSAM**



TENDER DOCUMENT

NIT NO: CIT/KOK/EC/2021/246 Dt. 29.07.2021

Part - A: Technical Bid

NAME OF WORK

**Design, Supply, Installation and Commissioning
of 15 KWp Rooftop Off Grid/Hybrid Solar Power Plant with
5 (five) years of Maintenance & Performance Warranty Contract
at
Central Institute of Technology Kokrajhar, BTAD, Assam.**

Name of Work: Design, Supply, Installation and Commissioning of 15 KWp Rooftop Off Grid/Hybrid Solar Power Plant with 5 (five) years of Maintenance & Performance Warranty Contract at Central Institute of Technology Kokrajhar, BTAD, Assam.

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INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING

1. The intending bidder must read the terms and conditions of Tender document carefully. He should submit his bid if he considers himself eligible and he is in possession of all the certificates / documents required.
2. Information and Instructions for bidders for e-tendering posted on website shall form part of bid document.
3. The bid document consisting of NIT, plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from www.eprocurement.gov.in.
4. The intending bidders must have valid class-III digital signature to submit the bid.
5. The bid can be submitted only after depositing Tender Fee in favor of CIT Kokrajhar and uploading the mandatory scanned documents as specified within the period of bid submission.
6. Copies of eligibility documents and EMD as specified in the notice inviting tender shall be scanned and uploaded on the e-tendering website within the period of tender submission. Bidders can upload documents in the form of JPG format, PDF format and any other format as permissible by the e-tendering portal.
7. Bidders must ensure to quote rate of each item. The column meant for quoting rate in figures appears in dark yellow colour and the moment rate is entered, it turns sky blue. In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO). After submission of the bid online the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
8. After submission of bid online, it can be revised any number of times before specified time on last date of submission of bid. While submitting the revised bid, bidder can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
9. Financial bids shall be opened online only for bidders for whom EMD and other documents are found in order and who are found to be eligible to bid for work. On opening date, the bidder can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
10. If the contractor is found ineligible after opening of bids, his bid shall become invalid.
11. If any discrepancy is noticed between the eligibility documents as uploaded at the time of submission of bid and hard copies as submitted physically by the bidder, the bid shall become invalid and.

12. List of Eligibility Documents to be scanned and uploaded within the period of bid submission:-

- (a) Demand Draft of any scheduled Bank against EMD in favor of CIT Kokrajhar.
- (b) Certificates of Work Experience and Certificate of Commissioning of Similar work from Client.
- (c) Certificate of Registration for GST and acknowledgement of up to date filed return if required.
- (d) Copies of Contractor's License.
- (e) Copies of ESI Registration.
- (f) Copies of EPF Registration, PAN Card.
- (g) Details of Work Completed during last 07 (Seven) Years and Detailed Information of Bidder duly completed and signed by the Bidder.
- (h) Declarations to be given by the Tenderers.
- (i) Filled copied of all Proforma, Annexures and Forms as mentioned in NIT.
- (j) Profit and Loss Statement, Balance Sheet and Income Tax Return duly audited by Chartered Accountant.

13. The Technical Bid(s) shall be opened first by the Committee on The Financial Bid(s), whose Technical Bid) s found to be eligible, will be opened later for which intimation will be given through Website. After the evaluation of the Bid(s) CIT Kokrajhar will award the contract to the Lowest Evaluated Responsive Tenderer. Conditional Bid(s) will be treated as unresponsive and will be rejected.

14. EMD, Tender Fees and Self attested hard copies of all supporting documents, Technical Bid in sealed envelope to be submitted on or before last date of submission of bid through person or through courier at the office of Engineering Cell, CIT Kokrajhar. Documents received after the bid submission date will not be considered for further evaluation process.

CIT Kokrajhar will not be responsible for any kind of delay in delivery of the documents and also any problem arise during uploading of the documents in procurement portal.

15. Information & Instruction for Contractor will form Part of NIT.

16. This detailed NIT (Technical Bid) will be part of the contract agreement.

Sd/-

Registrar,

Central Institute of Technology Kokrajhar



**CENTRAL INSTITUTE TECHNOLOGY,
KOKRAJHAR
Kokrajhar - 783370, Assam**

NOTICE INVITING TENDER

Registrar, CIT Kokrajhar invites item rate tenders from eligible Contractors or who are on the approved list of the appropriate class of Central Public Works Department, State Public Works Department, Railways, Military Engineering Services, BSNL and Road & Bridges central or state government, Government autonomous bodies with proven technical and financial capabilities for the following work:

Name of work	Design, Supply, Installation and Commissioning of 15 KWp Rooftop Off Grid/Hybrid Solar Power Plant with 5 (five) years of Maintenance & Performance Warranty Contract at Central Institute of Technology Kokrajhar, BTAD, Assam.
Tender (NIT) No	CIT/KOK/EC/2021/246 Dt. 29.07.2021
Estimated Cost	Rs. 20.00 Lakhs
Tender Fees (Non – Refundable) DD in favour of “CIT Kokrajhar”	Rs. 1000.00 (Rupees One Thousand only)
Earnest Money	2% for general and 1% for ST/SC/OBC
Contract Period	06 Months
Date of publish of tender paper	16.08.2021
Last Date & time of submission of tender	31.08.2021 upto 01:00 PM
Technical Bid Opening Date & Time	02.09.2021 at 11:00 AM
Price Bid Opening Date & Time	09.09.2021 at 11:00 AM
Pre- Bid Meeting	23.08.2021 at 11:00 AM

Intending Bidder is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority of having satisfactorily completed similar works.

1. The indenting Bidder must read the Terms & conditions of CIT Kokrajhar carefully. He/They should only submit his/her/their bid if he/she/they consider himself/themselves eligible and he/she/they is/are in possession of all the documents required.

2. Information and Instructions for bidders posted on website shall form part of bid document.

3. The Bid documents consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms & conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.cit.ac.in or www.eprocurement.gov.in.

4. Eligibility Criteria:-

Intending bidder is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below. Joint ventures are not allowed.

Experience of having successfully completed similar works, during the last 7 years, ending previous day of last date of submission of bids.

(a) Three (03) similar works, each of value not less than 40% of estimated cost put to tender

or

Two (02) similar works each of value not less than 60% of estimated cost put to tender

or

One (01) similar work of value not less than 80% of estimated cost put to tender in last 07 (Seven) Years ending previous day of last date of submission of bids.

Similar work means **“Design, Supply, Installation and Commissioning of Rooftop Hybrid Solar Power Plant”**.

(b) Sub-Contractor for Electrical work For Electrical works, the contractor shall get it done through a sub-contractor having valid Electrical license with appropriate class and required experience.

(c) The Bidder should have registration with Employee Provident Fund (EPF), PAN Card, GST Registration, Contractor License, Commissioner and Employee State Insurance (ESI) Corporation.

(d) The experience of similar work should be from Central Govt., State Govt., PSU and Govt. Autonomous Body.

(e) Latest Solvency Certificate of 40% of the Estimated Cost from any Nationalized Bank of with one year from the last date of tender to be submitted.

(f) Bidder must have average annual turn over on construction works of last three consecutive year costing not less than 50% of the estimated cost put to tender.

Preparation & Submission of Tender through Online. The Tender should be submitted in 02 (Two) parts i.e. Technical Bid and Financial Bid Respectively. The Technical Bid should be sent by the Bidder through online as “Technical Bid” for “.....”.

Earnest Money Deposit. The bidder shall be required to submit the Tender Fees and Earnest Money Deposit (EMD) by way of Demand Drafts/Banker's Cheque only. EMD submitted in the form of Bank Guarantee or any other form except as stated above will NOT be accepted and tender will be summarily rejected. No interest shall be paid by the Institute on the Earnest Money deposited by the tenderer. The EMD of the successful Bidder shall be returned after the successful submission of Bank

Guarantee/Security Deposit and for unsuccessful bidder(s) it would be returned after Award of the Contract. Bid(s) received without Demand Drafts of EMD will be rejected. The Earnest Money of the unsuccessful tenderer will be refunded within 30 days after financial evaluation.

The Tender paper/documents can be seen/ downloaded from website & submitted through Online. For any query, Engineering Cell, CIT Kokrajhar, may be contacted.

The competent authority on behalf of the Registrar, CIT Kokrajhar does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.

Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable to rejection.

This detailed NIT (Technical Bid) will be part of the contract agreement.

Sd/-

Registrar,

Central Institute of Technology Kokrajhar

CENTRAL INSTITUTE OF TECHNOLOGY KOKRAJHAR

Item Rate Tender & Contract for Works

(A) Tender for the work of :-

Design, Supply, Installation and Commissioning of 15 KWp Rooftop Off Grid/Hybrid Solar Power Plant with 5 (five) years of Maintenance & Performance Warranty Contract at Central Institute of Technology Kokrajhar, BTAD, Assam.

- (i) To be submitted by..... hours on to
- (ii) To be opened in presence of tenderers who may be present at hours on in the office of **Registrar, CIT Kokrajhar**

TENDER

I/We have read and examined the notice inviting tender, schedule, A, B, C, D, E & F Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the President of India within the time specified in Schedule 'F' viz., schedule of quantities and in accordance in all respect with the specifications, designs, drawing and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respect of accordance with, such conditions so far as applicable.

I/We agree to keep the tender open for **120 days** from the due date of its opening in case of single bid system.....from the date of opening of technical bid in case tenders are invited on 2 /3 bid/ system for specialised work and not to make any modification in its terms and conditions.

A sum of Rs.....is hereby forwarded in cash/receipt treasury challan/deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank as earnest money.

A copy of earnest money in receipt treasury challan/deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank is submitted (strike out as the case may be). If I/We, fail to furnish the prescribed performance performance guarantee within prescribed period, I/We agree that the said President of India or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/ We agree that President of India or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms

and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

Further, I/We agree that in case of forfeiture of Earnest Money or Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/We shall be debarred for tendering in CPWD in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety & integrity of the State.

Dated
Witness:

Signature of Contractor
Postal Address

Address:
Occupation:

A C C E P T A N C E

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the Registrar, CIT Kokrajhar for a sum of Rs.
.....

(Rupees
.....
.....)

The letters referred to below shall form part of this contract agreement:-

- (a)
- (b)
- (c)

Dated:

For & on behalf of the CIT Kokrajhar.
Signatures
Designation

Seal and Signature of the Bidder

General Rules, Directions & Special Conditions

1. Rates shall be quoted in the Bill of Quantity (BOQ) furnished in figures and in words. If there is any variation between the rates quoted in figures and rates quoted in words, the rates quoted in words shall be considered. The rate(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paisa and considering more than fifty paisa as rupee one.
2. The rates shall be firm up to the completion of work. No price escalation will be paid on any account.
3. The work shall be completed as per time schedule given in Schedule 'F'.
4. The rate shall be inclusive of all taxes including GST, Royalty, loading, unloading and transportation etc. of all the materials to work site at CIT Kokrajhar campus, Kokrajhar-783370. All taxes as applicable to the work as per state/central government shall be deducted from the bills.
5. All the pages of the tender document shall be signed and dated at the lower right hand corner by the tenderer. If the tender is signed by a person holding power of attorney, power of attorney authorizing him to sign on behalf of the tenderer should be submitted along with the tender.
6. In the event of tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act 1952.
7. The documents submitted along with the application for tender in respect of Experience, registration will be verified by the Institute with respect to that stated in the NIT for qualifying for the tender. If after verification any such data/information are not found true or tenderer has attempted to conceal any unfavorable data/information, his/her tender shall be summarily rejected.
8. The owner reserves the right to take inputs regarding performance of a tenderer on any similar work (on-going or completed) from a client whether disclosed in the tender or not. If any such report from the client is found to be unsatisfactory, the tender is liable to be rejected.
9. Any tender submitted without the qualifying documents mentioned in the relevant clause of NIT, it shall be considered as incomplete tender and the tender will be rejected for which no communication will be made.
10. Original or attested copies of work order as well as Certificate of Commissionings from the client should be attached by the tenderer. Otherwise it will not be considered towards qualification.
11. If any information furnished by the tenderer is found incorrect at a later stage, he shall be liable to be debarred from tendering/ taking up of works in CIT KOKRAJHAR. The Institute reserves the right to verify the particulars furnished by the applicant independently.
12. In case the work involves electrical works, the tenderer must have electrical contract license and if the tenderer does not have such license they should submit and undertaking to engage a party which fulfills the qualifying criteria. In such cases, Electrical License with his acceptance to take up the work shall be submitted. In case of specialized jobs like Air Condition works the contractor shall engage party having required experience.
13. The Earnest Money shall be paid in the form of Demand Draft/ Banker's cheque drawn in favour of "CIT Kokrajhar" payable at 'Kokrajhar'. EMD submitted in

the form of Bank Guarantee or any other form except as stated above will NOT be accepted and tender will be summarily rejected. No interest shall be paid by the Institute on the Earnest Money deposited by the tenderer. The Earnest Money of the unsuccessful tenderer will be refunded.

14. Any abnormal rate quoted in the tender will make the tender liable to be rejected for which no communication will be made.
15. The CIT Kokrajhar does not bind himself to accept the lowest tender and reserves itself the right to reject any or all the tenders received without assigning any reason thereof. The work may be allotted in part for whole at the discretion of competent authority of the institute.
16. Reasonability of the rates quoted by the tenderers shall be determined by comparing to the justified estimated rates. If the lowest bid is too low and the tender evaluation committee feels that it is not possible to do the work as per specification, the tender shall be cancelled.
17. In case the lowest tendered amount (worked out on the basis of quoted rate of Individual items) of two or more contractors is same, then such lowest contractors may be asked to submit sealed revised offer quoting rate of each item of the schedule of quantity for all sub sections/sub heads as the case may be, but the revised quoted rate of each item of schedule of quantity for all sub sections/sub heads should not be higher than their respective original rate quoted already at the time of submission of tender. The lowest tender shall be decided on the basis of revised offer.
18. If the revised tendered amount (worked out on the basis of quoted rate of individual items) of two or more contractors received in revised offer is again found to be equal, then the lowest tender, among such contractors, shall be decided by draw of lots in the presence of Tender Committee members and Engineer-in-Charge, and the lowest contractors those have quoted equal amount of their tenders.
19. In case of any such lowest contractor in his revised offer quotes rate of any item more than their respective original rate quoted already at the time of submission of tender, then such revised offer shall be treated invalid. Such case of revised offer of the lowest contractor or case of refusal to submit revised offer by the lowest contractor shall be treated as withdrawal of his tender before acceptance and 50% of his earnest money shall be forfeited.
20. In case all the lowest contractors those have same tendered amount (as a result of their quoted rate of individual items), refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each lowest contractors.
21. Contractor, whose earnest money is forfeited because of non-submission of revised offer, or quoting higher revised rate(s) of any item(s) than their respective original rate quoted already at the time of submission of his bid shall not be allowed to participate in the retendering process of the work.
22. In the case of Item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates

quoted by the contractor in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

23. However, if a tenderer quotes nil rates against each item in item rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer and earnest money deposited shall be forfeited.
24. The contractor whose tender is accepted, will be required to furnish Performance Guarantee of 5% (five) of the tendered amount within the period specified in Schedule 'F' from the date of issue of LOI. If contractor fails to furnish the prescribed performance guarantee within the prescribed period, tender will be cancelled and the earnest money deposited by him is absolutely forfeited without any notice. In case of forfeiture of earnest money, the bidder shall not be allowed to participate in the re-tendering process of the work.
25. **If the lowest bid is below 10% of the estimate, additional Performance Guarantee of the value by which the quote is below 10% of the estimate will have to be submitted by the contractor along with the specified initial Performance Guarantee within time limit specified for initial Performance Guarantee, failing which, tender will be cancelled after forfeiting of EMD and debaring the lowest bidder for 3 years from participating in the tenders floated by the Institute.** In case the lowest bidder is not able to complete the work, the Security Deposit, Performance Guarantee and the additional Performance Guarantee will be forfeited and the contractor will be debarred for 3 years from participating in the tenders floated by the Institute after issuing a show case notice. In other cases, the additional Performance Guarantee shall be refunded after issue of Certificate of Commissioning.
26. The initial and additional Performance Guarantee will be in the form as specified in the tender.
27. 5% of the Bill Value will be deducted as Security Deposit and will be released after 12(twelve) months from the date of issue of 'Certificate of Commissioning' or certification of final bill, whichever is later. Any damage or defect in the work during this period due to materials supplied by the contractor or bad workmanship shall be rectified or replaced by the contractor at his own cost or the Engineer-in-charge may cause the same to be made good by other workman and deduct the expenses from the security deposit. No interest will be paid on security deposit.
28. Care shall be taken by the contractor to avoid damage to any part of the building or its finishing. He shall be responsible for repairing all damages and resorting the same to their original finish at his own cost. He shall also remove at his own cost all unwanted wastage and materials arising out of his work from the site.
29. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated in writing to the Engineer-in-Charge.
30. The contractor shall arrange all the plants, equipment, machineries etc. required for the works for which no extra charges will be paid.
31. The contractor will arrange for water and electricity at his own. However, the Institute may provide electricity on the request of the contractor, depending upon

the availability of spare power, on payment basis under the terms and conditions fixed by the institute.

32. All Specification of the work will be as per latest CPWD specification with up to date correction slips or as per special specifications annexed with the tender.
33. All legal disputes will be subjected to jurisdiction of Kokrajhar District Court only.
34. All other terms & conditions shall be as per provision of 'General Conditions of Contract' followed by the institute.

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CERTIFICATES AND PAYMENTS

(** GCC Conditions will prevail in case of any ambiguity in this section **)

1. SCHEDULE of RATES and PAYMENTS

(i) Contractor's Remuneration

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

(ii) Schedule of Rates to be Inclusive

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

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

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

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

in every respect and maintained as shown or described in the contract documents or may be ordered in writing during the continuance of the contract.

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

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

(v) Schedule of Rates to cover Taxes and Duties

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

(vi) Schedule of rates to cover Forest Royalties.

All the responsibilities for obtaining all forest permits and payment of forest royalties etc. for use of all forest produces shall lie with the contractor. The contractor shall deposit royalty and obtain necessary permit for supply of all forest produces from local authorities. If pursuant to or under any law, notification or order, any royalty, cess or the like becomes payable by the Institute and does not any time become payable by the contractor to the State Government/Local authorities, in respect of any material used by the contractor in the works, then in such a case, it shall be lawful to the Institute and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor. The schedule of rates shall be inclusive of all forest royalties, monopolies and all admissible taxes from time to time as per rules of Government of Assam.

(vii) Schedule of Rates to cover Risks of Delay

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

(viii) Schedule of Rates cannot be altered

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

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

2. Procedure for Measurement/Billing of Work in Progress

(i) Measurements

All measurements shall be in metric system. All measurement of all the items having financial value (more than 15.00 lacs) shall be entered by the contractor and compiled in the shape of computerized Measurement Book having pages of A-4 size as per the format of the Department so that a complete record is obtained of all the items of work performed under the contract. The measurement upto 15.00 lacs shall be recorded in the conventional M.B. For computerized Measurement Book, all such measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of work.

The contractor would initially submit draft computerized measurement sheet and these measurements would be got checked/tests checks in his draft computerized measurements, and submit to the department a computerized measurement Book, duly bound, and with its pages numbered. The Engineer In Charge and/or his authorized representative would thereafter check this MB.

After the necessary corrections made by the Engineer in Charge, the measurement sheet shall be returned to the contractor for incorporating the corrections and for resubmission to the Engineer In Charge for signatures by the Engineers in Charge and the contractors or their representatives in token of their acceptance. For the purpose of taking joint measurement the Contractor's representative shall be bound to be present whenever required by the Engineer-in-Charge. If, however he is absent for any reason whatsoever the measurements will be taken by the Engineer-in-Charge or his representative and this will be deemed to be correct and binding on the Contractor.

(ii) Billing

The final fair computerized measurement Book along with Abstract of Cost and the bill based on these measurements (with two separate copies of the Bill) given by the contractor, duly bound, with each pages numbered should be 100% correct, and no cutting or overwriting in the measurements would thereafter be allowed. If at all any error is noticed, the contractors shall have to be submit a fresh computerized MB with its page duly numbered and bound, after getting the earlier MB cancelled by the department. Thereafter the MB shall be taken in the Engineering/Maintenance cell records and allotted a number as per the registrar of Computerized MBs. This should be done before the correspondence bill is submitted to the Finance & A/c's section for payment. The contractor shall submit two spare copies of such computerized MB,s for the purpose of reference and record by the various officers of the department. The Contractor shall submit the bill in approved Performa in quadruplicate to the Engineer-in-Charge of the work giving abstract and detailed measurements for the various items executed. The Engineer-in-Charge

shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim, as far as admissible, adjusted, if possible.

iii) Secured Advance on Materials

In case of tenders for completed item of work, Contractor may be allowed 'Secured Advance' on the security of materials brought to site for execution of the contracted item of work to the extent of 75% of the value of materials as assessed by the Engineer-in-Charge provided that the materials are of an imperishable nature and that a formal agreement is drawn up with the Contractor under which the Owner secures a lien on the materials and is safeguarded against losses due to the Contractor postponing the execution of the work or to the storage or misuse of the materials and against the expense entitled for their proper watch and safe custody. Recoveries of advances so made would not be postponed until the whole of the work entrusted to the Contractor is completed. They should be adjusted from his bills for work done as the materials are used, the necessary deductions being made whenever the items of work in which they are used are billed for.

(iv) Dispute in Mode of Measurement

In case of any dispute as to the mode of measurement not covered by the contract to be adopted for any item of work, mode of measurement as per latest Indian Standard Specifications shall be followed.

3. Running Account Payments to be Regarded as Advances

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

4. Notice of Claims for Additional Payment

Should the Contractor consider that he is entitled to any extra payment or compensation or to make any claims whatsoever in respect of the works he shall forthwith give notice in writing to the Engineer-in-Charge that he claims extra payment and/or compensation. Such notice shall be given to the Engineer-in-charge within ten days from the ordering of any work or happening of any event upon which the contractor bases such claims and such notice shall contain full particulars of the nature of such claim with full details and amount claimed. Failure on the part of the Contractor to put forward any claim with the necessary particulars as above within the time above specified shall be an absolute waiver thereof. No omission by the Owner to reject any such claim

and no delay in dealing therewith shall be waiver by the Owner of any rights in respect thereof.

5. Receipt of Payment

Receipt for payment made on account of work when executed by a firm, must be signed by a person holding due power of attorney in this respect on behalf of the Contractor, except when the Contractors are described in their tender as a limited company in which case the receipts must be signed in the name of the company by one of its principal officers or by some other person having authority to give effectual receipt for the company.

Payment to the Contractor will be made as and when availability of fund in concern department.

6. Certificate of Commissioning

6.1 Application for Certificate of Commissioning

When the Contractor fulfil his obligation under clause 65 of Schedule D shall be eligible to apply for Certificate of Commissioning. The Contractor may apply for separate Certificate of Commissioning in respect of each such portion of the work by submitting the completion documents along with such application for Certificate of Commissioning.

The Engineer-in-charge shall normally issue to the Contractor the Certificate of Commissioning within one month after receiving and application therefore from the Contractor after verifying from the completion documents and satisfying himself that the work has been completed in accordance with and as set out in the construction and erection drawings and the contract documents.

The Contractor, after obtaining the Certificate of Commissioning, is eligible to present the final bill for the work executed by him under the terms of contract.

6.2 Certificate of Commissioning

Within one month of the completion of the work in all respects, the Contractor shall be furnished with a certificate by the engineer-in-Charge of such completion, but no certificate shall be given nor shall the work be deemed to have been executed until all scaffolding, surplus materials and rubbish is cleaned of the site completely nor until the work shall have been measured by the Engineer-in-Charge whose measurements shall be binding and conclusive. The work will not be considered as complete and taken over by the Owner, until all the temporary works, labour and staff colonies etc.; constructed, are removed and the work site cleaned to the satisfaction of the Engineer-in-Charge.

If the Contractor shall fail to comply with the requirements of this clause on or before the date fixed for the completion of work, the Engineer-in-Charge may at the expenses of the Contractor remove such scaffolding, surplus materials and rubbish and dispose off the same as he thinks fit and clean of such dirt as aforesaid, and the Contractor shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

6.3 Certificate of Commissioning Documents

For the purpose of clause 6 the following documents will be deemed to form the completion documents.

- (i) The technical documents according to which the work was carried out.
- (ii) Three sets of construction drawings showing therein the modification and corrections made during the course of execution signed by the Engineer-in-Charge.
- (iii) Certificate of Commissioning for 'embedded' and 'covered' up works.
- (iv) Certificates of final levels as set out for various works.
- (v) Certificates of tests performed for various works.
- (vi) Materials appropriation Statement for the materials issued by the Owner for the works and list of surplus materials returned to the Owner's store duly supported by necessary documents.

7. Final Decision and Final Certificate

Upon expiry of the period of liability and subject to the Engineer-in-Charge being satisfied that the works have been duly maintained by the Contractor during monsoon or such period as herein before provided in clause 71.1 and that the Contractor has in all respect duly made up any subsidence and performed all his obligations under the contract, the Engineer-in-Charge shall (without prejudice to the rights of the Owner to retain the provisions of relevant clause hereof) otherwise give a certificate herein referred to as the final certificate to that effect and the Contractor shall not be considered to have fulfilled the whole of his obligations under the contract until Final Certificate shall have been given by the Engineer-in-Charge notwithstanding any previous entry upon the work and taking possession, working or using of the same or any part thereof by the Owner.

Note:- Security Deposit amount will not be released without Final Certificate.

(i) Certificate and Payments no Evidence of completion

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

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TAXES AND INSURANCE

1. Taxes, Duties, Octroi etc.

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

- 1.1** All taxes viz. income tax, Sales Tax, Duties, Levies, GST, Building and other Construction Workers Welfare Cess or any other tax or Cess in respect of this contract applicable at the time of submission of this tender shall be payable by the Contractor and the Institute shall not entertain any claim whatsoever in this respect. Taxes, GST, Cess etc. shall be deducted as per applicable rules from the bills of the contractor at the rates prevailing on the day of submission of the tender.

1.1.1 Income Tax

Income tax at the prevailing rate on the gross amount of the bill shall be deducted from the contractor's bill as per section 194C of the Income Tax Act.

1.1.2 GST

GST will be deducted at the prevailing rate on the value of the bill subject to submission of certificate of composition scheme by the contractor or else as admissible percentage as per relevant rules. If GST not deducted by the Owner, contractor shall have to pay GST to the Govt. as per prevailing rate on the value of the bill.

1.1.3 Cess for Building and other construction Workers' Welfare Board

1% cess will be deducted from the bills on account of Welfare of Building and other construction workers which will be deposited to Building and other construction Workers' Welfare Board formed by the Government of Assam.

Any increase in the rates of any existing taxes/duties/levies/royalties etc shall be borne by the Institute. If there are any decreases the amounts payable will be reduced accordingly.

1.1.4 Water charges @ 1% of the gross bill amount will be deducted if water supply is taken from CIT Kokrajhar departmentally.

1.1.5 Electrical charges as per actual meter reading shall be deducted from the bill. If connection is taken directly without installation of meter with prior permission from Engineer (Electrical), then amount as per the usage shall be deducted from the gross bill amount as suggested by Engineer (Electrical).

1.2. Variation of taxes:

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

2. Insurance

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

(i) Employees State Insurance Act

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

The Contractor agrees to fill in with the Employee's State Insurance Corporation, the Declaration Forms, and all forms which may be required in respect of the Contractors or sub-Contractors employees, whose aggregate remuneration is Rs. 15000.00 per month or such amount as prescribed under the Employees State Insurance Act, 1948 from time to time and who are employed in the work provided for or those covered by ESI from time to time under the Agreement. The Contractor shall deduct and secure the agreement of the sub-Contractor to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act form wages and affix the Employee's contribution Cards at wages payment intervals. The Contractor shall remit and secure the agreement of the sub-Contractor to remit to the State Bank of India, Employees' State Insurance Corporation. Account, the Employees contribution as required by the Act. the Contractor agrees to maintain all cards and records as required under the Act in respect of employees and payments and the Contractor shall secure the agreement of the

sub-Contractor to maintain such records. Any expenses incurred for the contributions, making contributions or maintaining records shall be to the Contractor's or sub-Contractor's account.

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

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

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

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

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

(iv) The ESI and EPF contribution shall be paid by the contractor and maintain all the records which may be required under any law or regulation from time to time by the Owner.

3. Damage to Property

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