

## SHORT NOTICE INVITING TENDER

NO. AGRI/ENGG/4567/Civil Const<sup>n</sup>/2016-17/276

dated. 05/02/2020

The Director of Agriculture, Assam, Khanapara, Ghy-22 invites separate sealed tender affixing non refundable court fee stamp of Rs 8.25 (Rupees Eight and twenty five paisa ) only from the Registered Contractor of Agriculture Department (class-II & III), for new construction of Grade IV quarter at Bio and Organic Quality Control Lab Campus, Ulubari, Guwahati. The detail Tender document is made available in the website: [diragri.assam.gov.in](http://diragri.assam.gov.in). Intending Bidders having experience in similar nature of work may download the Tender document for the works. Tender will be received up to **1.00 pm on 21/02/2020** and will be opened at **1.30 PM** on the same day in the Engineering Wing of the Directorate of Agriculture, Assam, Khanapara, Guwahati-22

SN	Name of works	Estimated cost (Rs.)	Earnest Money Deposit (in Rs)		Cost of document in Rs.	Time of completion
			For Gen (2%)	For SC/ST/OBC/MOBC Graduate Engineer* (1%)		
1	2	3	4	5	6	7
1.	Construction of Grade-IV quarter at Bio and Organic Quality Control Lab campus, Ulubari, Guwahati.	9,57,500/-	19,150/-	9,575/-	500/-	30 days

The bidder shall deposit the cost of the bid document amounting to Rs.500/= ( Rupees five hundred) by treasury challan in the head of A/C '0401-800 other deposit'.

  
 Director of Agriculture,  
 Assam, Khanapara, Guwahati-22

NO. AGRI/ENGG/4567/Civil Const<sup>n</sup>/2016-17/276 -A

dated. 05/02/2020

Copy to –

1. The Principal Secretary & APC to the Govt. of Assam, Agriculture Department, Dispur, Guwahati-6 for favour of information.
2. The Nodal Officer (SHM), Directorate of Agriculture, Khanapara, Ghy-22.
3. The Executive Engineer(Agri), Kamrup for information & necessary action.
4. NOTICE BOARD.

  
 Director of Agriculture,  
 Assam, Khanapara, Guwahati-22

## GENERAL TERMS AND CONDITIONS

**Name of Work: Construction of Grade-IV quarter at Bio and Organic Quality Control Lab campus, Ulubari, Guwahati Under RKVY 2017-18.**

1.	<b>Submission of Bid:</b> Bid should be submitted sealed cover super scribing the name of the Bidder, name of work should be submitted to the Engineering Wing of Directorate of Agriculture, Assam, Khanapara, Guwahati-22 on or before 1.00pm on 21/02/2020 and will be opened on the same day at 1.30 PM in presence of bidders or their authorized representative who wish to be present.
2.	<b>Visit of Site:</b> The Bidder is encouraged to visit and examine the site of work and its surroundings and obtain all information that may be necessary for preparation of the Bidding documents, at his own cost.
3.	<b>Plan &amp; Estimate:</b> Plan, Estimate & Drawings of work may be seen in the Engineering Wing of Directorate of Agriculture, Assam, Khanapara, Guwahati-22 during office hours prior to preparation of Bid.
4.	<b>Earnest Money Deposit (EMD):</b> Bids are to be accompanied with Earnest money equivalent to 2% of the bid value (estimated cost) for General Category and 1% of the bid value (estimated cost) for bidder of ST/SC/OBC/MOBC category or Graduate Engineer. The Earnest money should be deposited in the form of Call deposit/Fixed deposit from any Nationalized/Schedule Bank duly pledged in favour of Director of Agriculture, Assam, Khanapara, Guwahati-22 and should be valid up to 60 days from the date of opening of bid. ST/SC/OBC/MOBC/ Graduate Engineer category bidder providing Earnest money equivalent of 1% of the Bid value shall submit proof of their belonging to such category from the competent authority. Failure to produce authentic proof will disqualify him from the bidding.
5.	No interest will be paid against the Earnest money deposited by the Bidder. Earnest money of the unsuccessful Bidder will be returned only after allotment of work. Earnest money deposited by the successful bidder will be returned after deposition of performance security.
6.	<b>Bid document:</b> Bidder shall submit Bid in the Tender Form as specified in Annexure-I along with self attested photocopies of the following documents – i) Copy of valid Registration Certificate of Contractor issued from Agriculture Department, Govt. of Assam; ii) Copy of PAN Card; iii) Copy of GST Registration certificate; iv) Copy of Work Completion Certificates as a prime contractor mentioning value of work completed along with work orders for civil construction / renovation works executed during last three years (i.e. since 2016-17) in any Govt. Department / Agencies and issued by an officer not below the rank of Executive Engineer; v) In case of Partnership Firm/ Associates/ Company etc., original copy of Power of Attorney to sign and represent on behalf of the Partnership Firm/ Associates/ Company etc.; vi) Original copy of Financial Soundness Certificate (year 2018-19) from any nationalized/ Schedule Bank for an amount not less than 80% of total tender value. vii) Copy of License for Electrical work along with original copy of agreement in case of engagement of sub-Contractor for the electrical work. viii) Copy of License for Anti-termite treatment work along with original copy of agreement in case of engagement of sub-Contractor for the Anti-termite treatment work.
7.	Bid must be submitted in binding form with date and signature of the bidder or authorized person on each & every page.
8.	The Director of Agriculture (to be called here-in-after as employer) reserves the right to cancel any or all the tenders without assigning any reason thereof and not bound to accept the lowest quoted rate.
9.	The Bidders are subject to be disqualified, if they have made misleading or false representation in the forms and attachments submitted in proof of the requirement, record of poor performance such as abandoning of work, not properly completing the contract, inordinate delay in completion of work, litigation history or financial failure etc.
10.	Before the deadline for submission of bids, the authority has right to modify the tender document or extend the deadline for submission of bid by issuing corrigendum/ addenda/ extension notice.
11.	Any Bid submitted after the dead line for submission of bid shall not be considered.





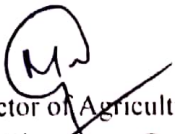
12.	No modification/ alteration of bid by bidder shall be allowed after submission of Bids.										
13.	In case of Partnership Firm/ Associates/ Company etc., original copy of Power of Attorney to sign and represent on behalf of the entity must be enclosed with the Bid, otherwise the bid may be liable for rejection.										
14.	Incomplete bid will be summarily rejected.										
15.	<b>Quoting of Rate:</b> The rate shall be quoted as above (in %) or below (in %) or as per APWD(B) SOR, 2013-14, for Civil, Electrical, Sanitary & Water Supply Works, in the prescribed Tender Form at Annexure-I. The rate should be quoted neat and clean in both figures and words in the tender form without over writing.										
16.	The Tender Form is to be duly signed by the Bidder. Over writing, use of correction fluid/ Eraser to erase and rewrite shall not be accepted.										
17.	<b>Bid Validity Period:</b> The Bids shall remain open for acceptance for 60 days (Bid validity Period) from the date of opening of the Bid and the period may be extended by the Director of Agriculture, on unavoidable circumstances.										
18.	The rates offered by the Bidder shall remain valid till completion of the work by the Bidder.										
19.	<b>Evaluation of Bid:</b> i) All bidders who has submitted bid as per clause No.1, 4, 6, 7, 13, 15& 16 shall be considered for evaluation. ii) If the price quoted by bidder is found @ below 10% or less & above 15% of SOR of APWD(B) (Civil/Electrical/Sanitary & Water Supply) the bid shall be rejected. iii) The bidder shall be qualified if he has successfully completed works in the last 3 years (i.e. since 2016-17) as follows - One work of similar nature of value Rs..... (80% of tender value or more) OR Two works of similar nature of value Rs..... (60% of tender value or more) OR Three works of similar nature of value Rs..... (40% of tender value or more) iv) If more than one bidder has quoted lowest price, then the bidder which has successfully completed maximum value of works in the last 3 years (i.e. since 2016-17) shall be considered as successful bidder.										
20.	<b>Performance Security:</b> i) The successful bidder shall deposit Performance Security as per following schedule on the basis of rate quoted by him. within 7 days from the date of issue of acceptance letter from Employer. <table border="1" data-bbox="204 1122 1417 1312"> <thead> <tr> <th>Quoted rate</th> <th>Performance security</th> </tr> </thead> <tbody> <tr> <td>Up to Below 3% of SOR</td> <td>5% of quoted value</td> </tr> <tr> <td>Less than Below 3% of SOR – up to Below 5% of SOR</td> <td>7% of quoted value</td> </tr> <tr> <td>Less than Below 5% of SOR – up to Below 7% of SOR</td> <td>10% of quoted value</td> </tr> <tr> <td>Less than Below 7% of SOR – up to Below 9.99% of SOR</td> <td>15% of quoted value</td> </tr> </tbody> </table> ii) Performance Security Deposit shall be in the form of Call deposit / Fixed deposit/ Bank Guarantee from any Nationalized/Schedule Bank duly pledged in favour of the Director of Agriculture, Assam, Khanapara, Guwahati-22 and should be valid up to 180 days from the date of opening of bid. iii) Performance Security Deposit shall be returned back to the Contractor after successful completion of the work.	Quoted rate	Performance security	Up to Below 3% of SOR	5% of quoted value	Less than Below 3% of SOR – up to Below 5% of SOR	7% of quoted value	Less than Below 5% of SOR – up to Below 7% of SOR	10% of quoted value	Less than Below 7% of SOR – up to Below 9.99% of SOR	15% of quoted value
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21.	<b>Issue of Work Order:</b> On deposition of Performance Security and signing of contract agreement, final work order for execution of the work to the Bidder shall be issued by the Employer, subject to availability of necessary fund. The successful bidder to which final work order has been issued shall be called as 'Contractor' here-in after.										
22.	<b>Completion of Work:</b> (a) The Contractor shall take possession of site within 2(Two) days from the date of issue of final work order. (b) The Contractor should commence execution of the works immediately after possession of site and shall carry out the works as per specification of plan, estimate & drawing and complete the work in all respect by the specified completion time. (c) The Contractor should carry out any additional items of work necessary for completion of the schedule of items and quantities and rates. Instructions in respect of such additional items and their approximate quantities will be issued time to time in writing by the Employer. (d) Payment will be made on availability of necessary fund after successfully completion of the work.										
23.	<b>Subletting of Contract:</b> The Contractor shall not assign, sublet or transfer the Contract or any part thereof to any party which shall be considered										



	as breaching of contract agreement.
24.	<p><b>Insurance :</b></p> <p>The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the start date of work to the end of the defects Liability period, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks.</p> <ul style="list-style-type: none"> <li>(a) Loss of or damage to the works, Plant and Materials,</li> <li>(b) Loss of or damage to Equipment's,</li> <li>(c) Loss of or damage of property (except the works, Plant, materials and Equipment) in connection with the Contract and Personal injury or death.</li> </ul>
25.	<p><b>Quality Control – Defects Liability Period:</b></p> <ul style="list-style-type: none"> <li>(a) The Site Engineer (to be called here-in-after as <b>Engineer</b>) shall check the Contractor's work and notify the Contractor of any defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a defect and to uncover and test any work that the Engineer considers may have a Defect. Engineer may instruct the Contractor to carry out test, not specified in the specification, to check whether any work has a Defect. Cost of these tests should be borne by the Contractor.</li> <li>(b) The Contractor shall permit the Employer's Technical auditor to check the Contractor's work and notify the Engineer and Contractor of any defects that are found as per record of site Register.</li> <li>(c) The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period. The Defects Liability Period is <b>180 days</b> or a full rainy season which ever occur later, from the date of completion of works. The Defects Liability Period, if required, shall be extended till the correction of defects. Every time notice of a Defect is given, the Contractor shall correct the notified Defect at his own cost within specified time by the Engineer's notice.</li> <li>(d) If the Contractor has not corrected a Defect within the time specified in the Engineer's notice, the Engineer may correct the defect by engaging third party and will assess the cost of having the Defect corrected, and shall be paid by Contractor.</li> </ul>
26.	<p><b>Security Deposit - Defects Liability Period:</b></p> <ul style="list-style-type: none"> <li>(a) The Employer shall retain <b>10%</b> of final bill amount as <b>Security Deposit</b> and this amount will be paid to the Contractor after completion of Defects Liability Period on submission of no defect Liability certificate from Engineer.</li> <li>(b) Any defect that occurs during the above defect liability period will be the Contractor's liability and will be rectified from his own investment for which Employer will not be responsible. In case of failure to do so by the Contractor, Security Deposit and registration fee shall be forfeited along with cancellation of Contractor's registration.</li> </ul>
27.	<p><b>Liquidated Damage:</b></p> <p>Other than the event of Force Majeure condition, if the Contractor fails to complete the works in all respect within the period specified in the work order, "Liquidated Damage" will be imposed @ 0.02% on contract value per day subject to maximum 10% of the contract value. On reaching liquidated damage above 10% of contract value, the work will be cancelled forfeiting the Earnest money and performance security and cancellation of Contractor's registration in Agriculture Department.</p>
28.	<p><b>Force Majeure:</b></p> <ul style="list-style-type: none"> <li>(a) For purposes of this bidding, "Force Majeure" means an event beyond the control of the Contractor and not involving his fault or negligence and not foreseeable in his contractual capacity. Such events may include, but are not restricted to acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes etc. Whether a Force Majeure situation exist or not, shall be decided by the Employer and his decision shall be final and binding on the Contractor and all other concern.</li> <li>(b) If a Force Majeure situation arises, the Contractor shall notify such conditions and the cause thereof to the Employer in writing within 3 days from the date such situation arises. The Contractor shall notify within 3 days of cessation of Force Majeure condition. After examining the cases and associated facts, purchaser shall decide grant suitable additional time for the completion of the work, if required.</li> <li>(c) Failure on the part of Contractor in timely intimating Force Majeure condition to the Employer will suspend its right for any relief otherwise eligible under such Force Majeure condition.</li> </ul>
29.	<p><b>Termination:</b></p> <p><b>For Default:</b></p> <p>The Employer may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor, terminate the Contract in whole or part for the following event:</p> <ul style="list-style-type: none"> <li>(a) If the Contractor fails to complete the works within the period specified in the work order, or within any extension thereof granted by the Employer or the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the <b>clause 27</b> mentioned above</li> <li>(b) If the Contractor stops work for 15 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by the Engineer;</li> <li>(c) If the Contractor fails to correct a particular Defect within a reasonable period of time as per notice issued by the Engineer;</li> <li>(d) If the Contractor fails to perform any other obligation(s) under the Contract.</li> <li>(e) If the Contractor, in the judgment of the Employer has engaged in fraud and corruption.</li> </ul>



	(f) In the event of any of the breach of the conditions of the contract at any time on the part of the Contractor, the Employer without any compensation to the Contractor may terminate the contract. All payments due shall be forfeited.
30.	<b>For Insolvency:</b> The Employer may at any time terminate the contract by giving written notice to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent. In this event, termination shall be without any compensation to the Contractor.
31.	<b>For Convenience:</b> The Employer, by written notice sent to the Contractor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Employer's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.
32.	<b>Payment upon Termination:</b> (a) If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data.  (b) If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Engineer shall issue a certificate for the value of the work done, less advance payment received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.
33.	<b>Finishing the Contract:</b> The Contractor shall request the Engineer to issue a Certificate on completion of the Works and the Engineer will do so upon deciding that the Work is successfully completed.
34.	<b>Tax, Royalty etc.:</b> The Income Tax, GST and any other taxes as applicable will be deducted at source. The Forest royalty as per norms and rules will be borne by the Contractor.
35.	<b>Safety:</b> The Contractor shall be responsible of the safety of all activities on the Site.
36.	<b>Water and Power:</b> Arrangement of water and electric power required by the contractor for the works shall be made by him at own cost. Department will however recommend to the State Electricity board for giving the connection and power to the contractor. However the Department will bear no responsibility in this respect.
37.	<b>Settlement of Disputes:</b> The Purchaser and the Supplier shall make every effort to amicably resolve any disagreement or dispute arising between them under or in connection with the Contract. If, after ten (10) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given in writing. Arbitration proceedings shall be conducted in accordance with the Acts and rules of procedure interpreted in accordance with the laws of the Union of India, including the Arbitration and Conciliation Act as amended till date and within the Jurisdiction of Honourable Guwahati High Court. Arbitration proceedings shall be held at Guwahati, Assam, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
38.	<b>Influencing the Employer:</b> Any effort by a Bidder to influence the Employer in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the his bid. Canvassing in any form from any source is prohibited and liable for rejection of the Bid.

  
 Director of Agriculture,  
 Assam, Khanapara, Guwahati-22.

## ANNEXURE-I

## TENDER FORM

(To be duly filled by Interested/bidder)

To,  
The Director of Agriculture  
Assam, Khanapara, Ghy-22

Sub:- Submission of Tender for new Construction of Grade IV quarter at Bio and Organic Quality Control Lab Campus, Ulubari, Guwahati.

Reference NIT No. AGRI/ENGG/4567/Civil Const<sup>n</sup>/2016-17/276

dated. 05/02/2020

Sir,  
With reference to the subject cited above, I have the honour to submit herewith my offered rates along with documents for the work mentioned above, per rates given below.

My quoted rates are:-

Sl No	AS PER	ABOVE (in %) (In words & Fig)	BELOW (in %) (In words & Fig)	Particulars of EMD submitted	Schedule of Rates
					Schedule of Rates, APWD.(Bld) (Civil/Elect/W/S) for the year 2013-14.

Documents furnished/enclosed

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

I will abide by the terms and conditions laid down in the tender documents for the work.

Signature of Tenderer  
Name in full:-  
Complete postal address:-

Phone No:-  
Mobile No:-  
Fax No:-  
Email Id:-