



(28<sup>c</sup>)

**GOVERNMENT OF ASSAM**  
**DIRECTORATE OF AGRICULTURE, ASSAM, KHANAPARA, GUWAHATI-22.**

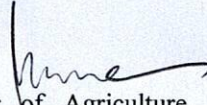
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SHORT NOTICE INVITING TENDER

NIT NO. AGRI/ENGG/SOPD/14-M/4769/Pt/Tender/2023-24/28

Dated 20.12.2023

The Director of Agriculture, Assam, Khanapara, Guwahati-22, invites separate sealed tender for each work mentioned in Annexure-I ,affixing non refundable court fee stamp of Rs 8.25 (Rupees Eight and twenty five paisa ) only from the Registered Contractor of Agriculture Department/APWD(B) against the repairing & renovation works atKhanapara Campus & in different districts under SOPD, 2023-24.The detail Tender document is made available in the website<https://agrihorti.assam.gov.in>. Intending Bidders having experience in similar nature of works may download the Tender document for the works. Tender will be received up to **1.00 pm 28/12/2023** and will be opened at **2.00 PM** on the same day in the Office of the Engineering Section, Directorate of Agriculture, Assam, Khanapara, Guwahati-22.

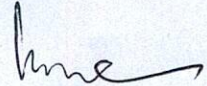
  
Director of Agriculture  
Assam, Khanapara, Guwahati-22

Memo No. AGRI/ENGG/SOPD/14-M/4769/Pt/Tender/2023-24/28A

Dated 20.12.2023

Copy to :

1. The Addl. Chief Secretary to the Govt. Of Assam &APC, Agriculture Department,Dispur, Guwahati-06 for favour of kind information.
2. Executive Engineer (Agri)/Assistant Executive Enginee (Agri ) All.....for information & necessary action.
3. Notice Board

  
Director of Agriculture  
Assam, Khanapara, Guwahati-2



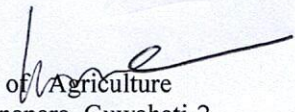
**GOVERNMENT OF ASSAM**  
**DIRECTORATE OF AGRICULTURE, ASSAM, KHANAPARA, GUWAHATI-22.**

**SHORT NOTICE INVITING TENDER**

NIT NO. AGRI/ENGG/SOPD/14-M/4769/Pt/Tender/2023-24/ 28

Dated 20.12.2023

The Director of Agriculture, Assam, Khanapara, Guwahati-22 invites separate sealed tender for each work mentioned in Annexure-I, affixing non refundable court fee stamp of Rs 8.25 (Rupees Eight and twenty five paisa ) only from the Registered Contractor of Agriculture Department/APWD(B) against the repairing & renovation works at Khanapara Campus & different districts under SOPD, 2023-24. The detail Tender document is made available in the website <https://agri-horti.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 28/12/2023** and will be opened at **2.00 PM** on the same day in the Office of the Engineering Section, Directorate of Agriculture, Assam, Khanapara, Guwahati-22.

  
Director of Agriculture  
Assam, Khanapara, Guwahati-2

## Annexure-I

Sl No.	Name of work	Estimated Cost Rs. (In Lakhs)	EMD 2% for General	EMD 1% for ST/SC/OBC/ MOBC	Time of completion (In days )
1	Repairing & renovation of Office Building of JDA Nagaon	5.000	10000.000	5000.000	20
2	Repairing & renovation of EEA,s Office Building Nagaon	5.000	10000.000	5000.000	20
3	Repairing & renovation of Office Building of EE(Agri), Dhemaji	4.656	9312.000	4656.000	20
4	Repairing & renovation of Office Building of AEE(Agri), Golaghat	5.000	10000.000	5000.000	20
5	Repairing & renovation of Office Building of AEE(Agri),North Lakhimpur	5.000	10000.000	5000.000	20
6	Repairing & renovation of Office Building of AEE(Agri), Goalpara	5.000	10000.000	5000.000	20
7	Repairing & renovation of Office Building of AEE(Agri), Sorbhog	5.000	10000.000	5000.000	20
8	Construction of Shed at 1st floor of E.T.C Office Building, Noltoli, Kaliabor	5.000	10000.000	5000.000	20
9	Repairing & renovation of Workshop EE(Agri) Office, Dhubri Division	5.000	10000.000	5000.000	20
10	Construction of Boundary Wall near SAMETI Building & repairing of Quarter of Shri Ranjit Borah (Qtr. No VIII(M) at Khanapara Campus	3.51152	7023.040	3511.520	20
11	Repairing & renovation of Quarter occupied by Shri Bipul Kalita, PA to DA, Assam, Khanapara	2.98131	5962.620	2981.310	20
12	Repairing of Car Parking & Workshop at Khanapara Campus.	4.62350	9247.000	4623.500	20
13	Repairing of Quarter of Monoj Tahu Sr. Asstt. & Construction of Septic Tank at Quarter of Satish Kalita, Peon , Khanapara Campus.	3.66576	7331.520	3665.760	20
14	Repairing & renovation of Qtr. Occupied by Mridula Doley. Jr. Asstt.(Qtr No.- VII/3) Sailaja Kakati. Sr. Asstt.(Qtr No.- 17) & Srimanta Sarma. Operator	4.29063	8581.260	4290.630	20
15	Repairing & renovation of Qtr. Occupied by Ramani Mohon Deka (Elect.) & Sunil Kr. Deka(Qtr No.- 15/VIII(S)	4.84070	9681.400	4840.700	20
16	Repairing & renovation of Qtr. occupied by Debendra Mahato, Mukul Patgiri& Basanta Dutta , Khanapara Campus	4.20760	8415.200	4207.600	20
17	Repairing & renovation of Qtr. Occupied by Haladhar Das (Qtr. No.- Gr-IV-07),Chanchal Das, Bhaben Talukder& Jaber Ali at Khanapara Campus	3.99936	7998.720	3999.360	20
18	Repairing & renovation of Qtr. Occupied by Shri Kamaleswar Roy, Ramen Kakati & Ranjoy Baruah at Khanapara Campus	4.04936	8098.720	4049.360	20
19	Repairing & renovation of Qtr. Occupied by Dilwar Hazarika, Ashim Ghose, Rajib Saikia & Kuddrus Ali, Khanapara Campus.	4.83503	9670.060	4835.030	20

20	Repairing & renovation of Qtr. Occupied by Shri SataybanRajbongshi, Pranab Barua, Bhaba Kumar Basumatary & Ritul Deka at Khanapara Campus.	5.00	10000.000	5000.000	20
21	Repairing & renovation of Qtr. Occupied by Smt Mala Sarma & Purabi Medhi at Khanapara Campus	4.06488	8129.760	4064.880	20
22	Repairing & renovation of Qtr. Occupied by Kaberi Goswami , Padmakanta Bhuyan & Chandan Thappa at khanapara Campus .	4.29063	8581.260	4290.630	20
23	Re-Construction of Boundary Wall at Quarter of Occupied by Shri Dinesh Kalita , Peon	2.70694	5413.880	2706.940	20
24	Construction of 8nos of car parking shed, Khanapara Campus	4.99942	9998.840	4999.420	20
25	Construction of 20 nos. of bike parking shed, Khanapara Campus	4.99247	9984.940	4992.470	20
26	Repairing and Renovation of works of quarter occupied by Abdul Rahman(SDAO Campus, Rangia), Development of Tube Well, Repairing of Submersible pumpset and distribution of water liner at Ulubari Agriculture Colony & Repairing and Renovation of boundary wall near 108 Drivers Quarters	3.54079	7081.580	3540.790	20
27	Repairing and Renovation of works of quarter occupied by Balen Sarma, Ulubari Campus & Repairing and Renovation of AEEA Rangia ( Toilet Block)	3.19039	6380.780	3190.390	20

Director of Agriculture  
Assam, Khanapara, Guwahati-22

Executive Engineer (F.C)  
Directorate Of Agriculture  
Assam, Khanapara Guwahati-22

**GENERAL TERMS AND CONDITIONS**

NIT NO. AGRI/ENGG/SOPD/14-M/4769/Pt/Tender/2023-24/

Dated 20.12.2023

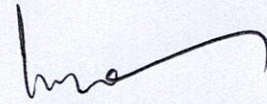
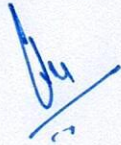
**Repairing/ Renovation/Reconstruction works under 14 -Minor Works 2023-24 as per enclosed Annexure -I**

1.	<b>Submission of Bid:</b> Separate bid should be submitted against each work in separate sealed cover superscribing the name of the Bidder, name of work with serial number and should be submitted to the Office of the Engineering Section, Directorate of Agriculture, Assam, Khanapara, Guwahati-22 on or before 1.00pm on 28/12/2023 and will be opened on the same day at 2.00 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 office of the Engineering Section, 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/MOB/Graduate Engineer. The Earnest money should be deposited in the form of <b>Call deposit/Fixed deposit</b> from any Nationalized Bank duly pledged in favour of the Director of Agriculture, Assam, Khanapara, Guwahati-22 and should be valid up to 90 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 <b>Annexure-I</b> 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 mentioning value of work completed along with work orders for civil construction / renovation works executed during last three years (i.e. 2020-21, 2021-22, 2022-23) 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.
7.	Bid must be submitted in binding form with assigned Sl. No., date and signature of the bidder or authorized person on each & every page. Bidder will submit duly filled and completed in all respect in a sealed cover in the Engineering Section, Directorate of Agriculture, Assam, Khanapara, Guwahati-22
8.	The Director of Agriculture, Assam, Assam, Khanapara, Guwahati-22 (to be called here-in-after as <b>employer</b> ) 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 estimated cost/ DSR, 2021 & 2018 (E & M), for Civil, Electrical, Sanitary & Water Supply Works & on analysis rates of N.S. items in the prescribed Tender Form at Annexure-II. 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 90 days (Bid validity Period) from the date of opening of the Bid and the period may be extended by the Chief Engineer, 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 of shall be considered for evaluation. ii) The bidder shall be qualified if he has successfully completed works in the last 3 years (i.e. since 2019-20 to 2021-22)as follows –One work of similar nature of value Rs.....(80% of tender value or more) iii) If more than one bidder has quoted lowest price, then the bidder which has successfully completed maximum value of worksin the last 3 years (i.e.2020-21,2021-22, 2022-23)) shall be considered as successful bidder
21.	<b>Issue of Work Order:</b> On deposition of Performance Security 3% of contract value and signing of contract agreement, <b>final work order</b> for execution of the work to the Bidder shall be issued by the Employer, subject to availability of necessary fund.
22.	<b>Completion of Work:</b> (a) The Contractor shall take possession of site within 3(Three) days from the date of issue of final work order. (b) The Contractorshould 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 Contractorshould 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.	<b>Insurance :</b> 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. (a) Loss of or damage to the works, Plant and Materials,  (b) Loss of damage equipments. (c) Loss of damage of property (except the works, Plant, materials and Equipment ) in connection with the Contract and Personal injury or death.
25.	<b>Quality Control – Defects Liability Period:</b> (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. (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. (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. (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 byContractor.
26.	<b>Security Deposit - Defects Liability Period:</b> (a) The Employer shall retain 5% 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. (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 andregistration fee shall be forfeited along with cancellation of Contractor's

	registration.
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> <p>(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.</p> <p>(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.</p> <p>(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.</p>
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> <p>(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.</p> <p>(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;</p> <p>(c) If the Contractor fails to correct a particular Defect within a reasonable period of time as per notice issued by the Engineer;</p> <p>(d) If the Contractor fails to perform any other obligation(s) under the Contract.</p> <p>(e) If the Contractor, in the judgment of the Employer has engaged in fraud and corruption.</p> <p>(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.</p>
30.	<p><b>For Insolvency:</b></p> <p>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.</p>
31.	<p><b>For Convenience:</b></p> <p>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.</p>
32.	<p><b>Payment upon Termination:</b></p> <p>(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.</p> <p>(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.</p>
33.	<p><b>Finishing the Contract:</b></p> <p>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.</p>
34.	<p><b>Tax, Royalty etc.:</b></p> <p>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.</p>
35.	<p><b>Safety:</b></p> <p>The Contractor shall be responsible of the safety of all activities on the Site.</p>
36.	<p><b>Water and Power:</b></p>

	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-II**TENDER FORM**

(To be duly filled by Interested/bidder)

To

The Director of Agriculture  
Assam, Khanapara, Guwahati-2

Sub:- Submission of Tender for .....

Reference NIT NIT NO. AGRI/ENGG/SOPD/14-M/4769/Pt/Tender/2023-24/ Dated 20.12.2023

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:-

AS PER	ABOVE (in %) (In words & Fig)	BELOW (in %) (In words & Fig)	Schedule of Rates
			Schedule of Rates, DSR,2021,2018(E & M), Building (Civil/ Electrical/ Sanitary & Water supply)

Documents furnished/enclosed

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

I have enclosed Earnest Money of Rs.....(In words).....in the form .....of.....bearing No..... Dated.....drawn in .....bank .....branch.

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

## Signature of Tenderer

Name in full :-  
Complete postal address:-  
Phone No :-  
Mobile No :-  
Fax No :-  
Email Id :-