



Krishna Kanta Handiqui State Open University

Tender Document for Construction of approach road (part) to the site of Lakhimpur Regional Centre

Tender Ref. No.KKHSOU/LRC/06/2019/6 Dated 09.09.2019

Krishna Kanta Handiqui State Open University

H.O. Patgaon Rani, Guwahati-781017

City Office: Dispur Last Gate, Guwahati-781006

Tel. 0361-2235971

Email. INFO@KKHSOU.IN

NOTICE INVITING TENDER**Annexure-I**

Date: _____ -

Sub: Notice Inviting Tenders for construction of approach road (Part) to the site for Lakhimpur Regional Centre

Krishna Kanta Handique State Open University, Guwahati invites sealed Tenders from Govt. registered contractors for the above mentioned work.

All interested contractors who fulfill the eligibility criteria are requested to send their sealed quotation as per detail technical specification given in **Annexure-VI**. The general terms and conditions and other details for bidders are at Annexure- **I to VII**.

Details of tender are as follows;

Tender Reference No.	KKHSOU/LRC/06/2019/5
Last Date for receipt of Tender	24.09.2019
Time and Date for Opening of Bid	26.09.2019
Tender Fee (non refundable)	Rs. 1,000/-
EMD (refundable but non-interest bearing)	2.5% on quoted value
Contact Telephone Numbers	0361-2235971
For technical Details Contact through E-mail	info@kkhsou.in

The Tender document and details of terms and conditions can be downloaded from our website www.kkhsou.in

The bid proposals are to be sent in **three separate** sealed envelopes **(i) Financial/Price Bid (ii) Tender Fee and EMD and kept in one sealed envelope duly superscribed with Tender Reference No. and Tender Notice detail as appended hereunder:**

<p>TENDER FOR CONSTRUCTION OF APPROACH ROAD (PART) TO THE LAKHIMPUR REGIONAL CENTRE TENDER REF. NO _____ DATE: _____</p> <p>LAST DATE FOR SUBMISSION: _____</p> <p>To,</p> <p>The Registrar Krishna Kanta Handique State Open University Patgaon, Rani Guwahati - 781014</p> <p>From: M/s ----- Contact No: ----- E-mail ID: -----</p>
--

General Terms and Condition:

1. Krishna Kanta Handiqui State Open University, Guwahati hereinafter is referred as "BUYER" and Tenderer is referred as "BIDDER", hereby invites tenders from suppliers confirming specifications of tender documents.
2. Any new taxes and duties liable on the subject contract due to change in legislation during the contract period shall be reimbursed subject to the applicability of the said Act to the satisfaction of the buyer and the production of documentary evidence after availing of statutory concession, benefits etc.
3. The bidder shall pay and bear all other liabilities, taxes and duties not specifically agreed by the Buyer in the contract.
4. **The bids submitted without Tender Fees and/or EMD will be summarily rejected** and no further communications in this regard will be entertained. The university reserves the right to cancel/reject any or all bids without assigning any reason thereof.

ELIGIBILITY CRITERIA:

- a) The bidder must be a Govt. registered contractor. Registration certificate is to be enclosed.
- b) The bidder should have GST registration, copy of self-attested GST Registration certificate to be submitted along with bid.
- c) The bidder must submit a list of firms/Government departments/ Ministries/ institutions of repute for which they have completed similar works earlier. This should be supported by order copy for which the work was executed.
- d) Annual Turnover* should be Rs. 10,00,000/- or more.
- e) PAN and Income tax return document is to be submitted.

SUBMISSION OF OFFER:

1. The Quotation MUST BE ENCLOSED IN A SEALED COVER superscribing Tender Number / due date & should reach the undersigned on or before due date mentioned in the tender notice. If the quotation cover is not sealed, it will be rejected.
2. Before the deadline for submission of the bid, The Institute reserves the right to modify the bidding document and to extend or not to extend the date of submission. Such amendment/modification will be notified to bidders receiving the bidding document in writing or by cable/fax/ email and will also be hosted on the University website.
3. Conditional Tenders will be summarily rejected.
4. A bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice signed by the authorized signatory before the date of submission of the bid. Any re-submission or modification in the bid should be submitted

before the date & time of submission of bid as originally conveyed in the invitation of bid.

5. No bid may be withdrawn, substituted or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form or any extension thereof.

6. PRICE BID MUST BE SUBMITTED IN ENCLOSED PRICE BID FORMAT ONLY (at Annexure VII).

7. Tender should be submitted **in the Tender Box in the office of the Purchase Section.** No tender is to be handed over to our staff personally unless otherwise specified. All communications are to be addressed to the undersigned only. In case due date happens to be holiday the tender will be accepted and opened on the next working day.

8. **Quantity:** The quantity shown in the tender can be increased or decreased to any extent depending upon the actual requirement.

9. **Other Govt. Taxes:** GST/Other Govt. Taxes: GST, other taxes, levies, etc., are to be indicated separately. BIDDER should mention the GST Registration. PAN Number are to be necessarily indicated in the offer.

10. The successful BIDDER should complete the work as per specifications in tender document/purchase order. The BIDDER shall indicate the best and shortest possible execution period to complete the work from the date of placement of order. A bar chart indicating various activities from the placement of order to complete the work shall be furnished.

EARNEST MONEY DEPOSIT (EMD):

1. While submitting bid, the BIDDER shall deposit an amount mentioned in tender document as Earnest Money through the following:

(i) A crossed Bank Draft in favour of "Registrar, KKHSOU Payable at Guwahati" shall be submitted separate sealed envelope along with the quotation.

or

(ii) A confirmed Bank Guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the University shall be treated as conclusive proof of payment.

2. The Earnest Money shall be valid upto a period of 180 days or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

3. No interest shall be payable by the BUYER to the BIDDER on Earnest Money for the period of its currency.

4. In case of successful BIDDER, EMD will be returned within 30 days from the date of submission of Security deposit, otherwise, EMD will be retained and 7.5% of the bill amount will be deducted against Security Deposit.
5. SSI/NSIC units are exempted for submitting EMD as per GOI order. Such firms are requested to submit the cost of tender which shall not be considered for exemption. SSI/ NSIC registration certificate in support of the claim to be attached to the bid mandatorily, failing which offer shall be rejected.
6. EMD of a Tender will be forfeited, if the bidder withdraws or amends or modified in tender or impairs or derogates from the tender in any respect within the period of validity of its tender. Further, if the successful bidder fails to furnish the required Security Deposit within the specified period and does not comply to PO terms and fails to deliver the stores, its EMD will be forfeited.

SUPPLEMENTARY /MODIFIED OFFER: Tender submitted against Notice Inviting Tender shall not be returned in case the tender opening date is extended/postponed. BIDDER desirous to modify their offer/terms may submit their revised/ supplementary offer(s) within the extended Tender Opening Date (TOD) by clearly stating to the extent of updating done to the original offer. The Institute reserves the right to open the original offer along with the revised offer.

CANCELLATION OF TENDER: Not withstanding anything specified in this tender document, University in its sole discretion, unconditionally and without assigning any reasons, reserves the rights:

- a) To accept OR reject lowest tender or any other tender or all the tenders.
- b) To accept any tender in full or in part.
- c) To reject the tender offer not confirming to the tender terms.
- d) To give purchase preference to Public Sector Undertakings whenever applicable as per Govt. Policy/ Guidelines.

TERMS OF PAYMENT:

- (i)
 - (a) Payment within 30 days from the date of completion of the work or running bill may be paid on Acceptance Certificate by the Project Manager of concerned Department / Section.
 - (b) Payment shall be made by electronic fund transfer offered by the Bank.
- (ii) **Security Deposit (SD):** Security Deposit shall be furnished in the form of Demand Draft (DD) or Bank Guarantee (BG) from a Scheduled Commercial Bank operating in India. In case of SD, it should be in the prescribed format as per Annexure-V in favour of **Registrar, KKHSOU Guwahati**, to be submitted along with order acknowledgement. The SD should be valid for a period of 60 days beyond the date of completion of work, commissioning and all contractual obligation of the bidder. Alternatively, EMD will be retained and 7.5% of the bill value will be retained against Security Deposit and will be released after the period stated above.

(iv) **Liquidated Damages (L.D):** (a) If a firm fails to execute the order in time as per the terms and conditions stipulated therein, it will be open to this University to recover liquidated damages for delay in delivery and Installation from the firm at the rate 0.5% of the value of the work per week subject to a maximum of 10% of the total order value. The L.D charges can be increased in case of gross violation of the Work Order terms as decided by the Vice Chancellor of the University.

(b) It will also be open to this University alternatively, to arrange procurement of the required stores from any other source at the risk and expense of the firm, which accepted the order but failed to execute the order according to stipulated agreed upon.

VALIDITY OF THE OFFER: 180 Days from the date of submission of offer.

EVALUATION OF OFFER:

1. The University will evaluate technical and commercial acceptable offers on landed net price basis.
2. Offer which deviates from the vital conditions (as illustrates below) of the tender shall be rejected:
 - a) Non submission of complete offers.
 - b) Receipt of offers after due date and time and or by email / fax (unless specified otherwise).
 - c) Receipt of offers in open conditions.
3. In case any BIDDERS is silent on any clauses mentioned in this tender document, The University shall construe that the BIDDERS had accepted the clauses as per the invitation to tender.
4. No revision in the terms and conditions quoted in the offer will be entertained after the last date and time fixed for receipt of tenders.
5. The Buyer shall correct arithmetical errors on the following basis:
 - (i) If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Buyer there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected.
 - (ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (iii) If there is a discrepancy between words & figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.
6. The University reserves the right at the time of contract award to increase or decrease the quantity of services originally specified in the tender document without any change in unit price or other terms and conditions. Further, at the discretion of the

University, the quantities in the contract may be enhanced by 30% within the work period.

7. **REASONABILITY OF PRICES:**

- a) Copies of **at least last three work orders of the last 3 years** received from other customers along with details of such supply orders preferably in Govt. organisation for the same item/model **must be submitted with the offer if they have any**, giving reasons of price difference of their work order & those quoted to us, if any. Non-submission of such work Order copies may lead to rejection of their bid.
- b) The party must give details of identical or similar work, if any, done to any University during last three years along with the final price paid and Performance Certificate from them.
- c) A client list along with the satisfactory performance certificate of similar equipment supplied to Govt./ Semi govt./ reputed private Institute must be submitted, without which their offer may not be considered for evaluation and rejected.

LEGAL MATTER: All Domestic and International disputes are subject to Guwahati Jurisdiction Only.

**Dy.Registrar/Asst. Registrar
KKHSOU**

FORMAT FOR EARNEST MONEY DEPOSIT / BID SECURITY

(To be typed on Non-judicial stamp paper of the value of Indian Currency of One Hundred)

(TO BE ESTABLISHED THROUGH ANY OF THE NATIONALISED BANKS (WHETHER SITUATED AT GUWAHATI OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT GUWAHATI OR ANY SCHEDULED BANK (OTHER THAN NATIONALISED BANK) SITUATED AT GUWAHATI. BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED)

LETTER OF GUARANTEE

To,
Registrar,
KKHSOU
Patgaon, Rani, Guwahati - 781017

IN ACCORDANCE WITH YOUR TENDER for supply of, M/S (hereinafter called the "Bidder") having its Registered Office at wish to participate in the said bid for the supply as an irrevocable Bank Guarantee against Earnest Money Deposit for an amount of Rs. (Rupees) valid upto (180 days from the date of issue of Bank Guarantee), is required to be submitted by the bidder as a condition precedent for participating in the said bid, which amount is liable to be forfeited by the Buyer on (1) the withdrawal or revision of the offer by the bidder within the validity period, (2) Non acceptance of the Letter of Indent / Purchase order by the Bidder when issued within the validity period, (3) failure to execute the contract as per contractual terms and condition with in the contractual delivery period and (4) on the happening of any contingencies mentioned in the bid documents.

During the validity of this Bank Guarantee:

We, (Bank name) having its Registered Office at guarantee and undertake to pay immediately on first demand by the amount of Rs (Rupees) without any reservation, protest, demur and recourse. Any such demand made by the University shall be conclusive and recourse. Any such demand made by the buyer shall be binding on the Bank irrespective of any dispute or difference raised by the Bidder.

The Guarantee shall be irrevocable and shall remain valid up to (180 days from the date of issue of Bank Guarantee) If any further extension is required, the same shall be extended to such required period on receiving instruction form the Bidder, on whose behalf the is Guarantee is issued.

Notwithstanding anything contained herein

- i. Our liability under this Bank Guarantee shall not exceed Rs.....
(Rupees.....) .
- ii. This Bank Guarantee shall be valid up to(date).
- iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or before
(date).

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office atsituated at
(Address of local branch).

Yours truly,

Signature and seal of the guarantor:

Name of Bank:

Address:

Date:

Instruction to Bank: Bank should note that on expiry of Guarantee Period, the Original Guarantee will not be returned to the Bank. Bank is requested to take appropriate necessary action on or after expiry of guarantee period.

Annexure IV**FORMAT FOR PERFORMANCE BANK GUARANTEE**

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred)

(TO BE ESTABLISHED THROUGH ANY OF THE NATIONAL BANKS (WHETHER SITUATED AT GUWAHATI OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT GUWAHATI OR ANY SCHEDULED BANK (OTHER THAN NATIONALISED BANK) SITUATED AT GUWAHATI. BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED.)

To,
Registrar,
KKHSOU
Patgaon, Rani, Guwahati - 781017

LETTER OF GUARANTEE

WHEREAS Krishna Kanta Handique State Open University, Guwahati (Buyer) have invited Tenders vide Tender No..... Dt.for purchase of AND WHEREAS the said tender document requires that any eligible successful tenderer (seller) wishing to supply the equipment /machinery etc. in response thereto shall establish an irrevocable Performance Guarantee Bond in favour of **“Registrar, Krishna Kanta Handique State Open University, Guwahati”** in the form of Bank Guarantee for Rs and valid till **two years** from the date of issue of Performance Bank Guarantee may be submitted within 30 (Thirty) days from the date of acceptance as a successful bidder.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said tenderer (seller) failing to abide by any of the conditions referred in tender document / purchase order / performance of the equipment / machinery, etc. this bank shall pay to Krishna Kanta Handique State Open University, Guwahati on demand and without protest or demur Rs (Rupees.....).

This bank further agrees that the decision of Krishna Kanta Handique State Open University, Guwahati (Buyer) as to whether the said Tenderer (Seller) has committed a breach of any of the conditions referred in tender document / purchase order shall be final and binding.

We, (name of the bank & branch) hereby further agree that the guarantee herein contained shall not be affected by any change in the constitution of the Tenderer (Seller) and/ or Krishna Kanta Handique State Open University, Guwahati (Buyer).

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed Rs. (Indian Rupees only).
2. This Bank Guarantee shall be valid up to(date) and
1. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if University serve upon us a written claim or demand on or before(date).

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at situated at (Address of local branch).

Yours truly,
Signature and seal of the guarantor:
Name of Bank:
Address:
Date:

Instruction to Bank: Bank should note that on expiry of Guarantee Period, the Original Guarantee will not be returned to the Bank. Bank is requested to take appropriate necessary action on or after expiry of bond period.

Annexure V

PREVIOUS WORK ORDERS FORMAT

Name of the Firm:

Order placed by { <i>Full address of Buyer</i> }	Order No. and Date	Description Of the order with material (If any)	Value of order	Date of completion of the work as per contract	Date of actual completion of work	Remarks indicating reasons for late completion, if any and jurisdiction for price difference of their work order & those quoted to us.	Has the equipment (if any) been installed satisfactorily? <i>(Attach a certificate from the Buyer/ Consigner)</i>	Contact person along with telephone No. , Fax No., E mail address

Signature and Seal of the Manufacturer/ bidder

Place:

Date:

Tender Format-1**PRICE BID****Tender Reference No.:****Date:**

Sl. No.	Technical Specifications and Desirable Features	Quantity	Unit Rate	Amount
1.	Raising low sites by truck carriage, breaking clods, dressing etc. to be completed as directed by the Engineer i/c	62.50 m ³		
2.	Construction of GSB and other connected items with GSB as per priority basis	47.00 m ³		
3.	Excavation and digging electrical post and placing it in a nearby spot etc. To be completed as per direction	No. of post 1		
4.	Fitting and fixing of reinforcement	12 mm	2.00 Qtl	
		6 mm coil	20.00 kg	
5.	Mason/Mistry charge			
6.	Supply of Good quality cement	30 bags		
7.	Supply of chips (per gravel) of standard size and good quality	3 tractors		
8.	Supply of coarse river sand of good quality	2 tractors		
9.	Supply of river boulder of less than Size and good quality	1 tractor		
10.	Supply of labour/JCB etc. as per requirement at site			
			Total	
			Discount (%)	
			Value after discount	
			GST (%)	
			Any other charges	
			Grand Total	

- 1) Total Bid price should be inclusive of all taxes and levies, transportation, loading, unloading, etc.
- 2) Validity Date: Maximum 180 days from the date of opening of technical bid.
- 3) Payment Term: Payment within 30 days from the date of submission of bill or Acceptance Certificate to KKHSOU H.O. / Concerned Department

PAN No.:

GST Registration No.:

Signature:

Name:

Bank Address:

Affix Rubber Stamp:

Place:

Date:

Annexure-VII**MANDATE FORM FOR ELECTRONIC FUND TRANSFER/RTGS TRANSFER**

Date: / /

To

The Registrar,
 Krishna Kanta Handique State Open University
 Patgaon, Rani,
 Guwahati - 781017

Sub: Authorization for release of payment / dues from Krishna Kanta Handique State Open University, Guwahati through Electronic Fund Transfer/RTGS Transfer.

1. Name of the Party/Firm/Company/Institute:

2. Address of the Party:

City _____ Pin Code _____

E-Mail ID _____ Mob No: _____

Permanent Account Number(PAN) _____

3. Particulars of Bank:

Bank name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No.			
(9 digit number appearing on the MICR Bank of the Cheque supplied by the Bank, Please attach Xerox copy of a cheque of your bank for ensuring accuracy of the bank name, branch name and cod number)			
IFS Code: (11 digit alpha numeric code)			
Account Type	Savings	Current	Cash Credit
Account Number			

DECLARATION

I hereby declare that the particulars given above are correct and complete. If any transaction delayed and not effected for reasons of incomplete or incorrect information I shall not hold Registrar, KKHSOU, Guwahati responsible. I also undertake to advise any change in the particulars of my account to facilitate updating of records for purpose of credit of amount through NEFT/RTGS Transfer.

Place: _____

Date: _____

Signature & Seal of the Authorized Signatory of the Party

Certified that particulars furnished above are correct as per our records

Bankers Stamp:

Date: _____

Signature of the Authorized Official from the Bank

N.B: Please fill in the information in CAPITAL LETTERS, computer typed; please TICK wherever it is applicable

