



**NOTICE INVITING TENDER**

**FOR**

**PROVIDING AND FIXING ALUMINIUM  
PARTITIONS AND CABINS AT SHAHPUR  
ACADEMIC BLOCK OF CENTRAL UNIVERSITY OF  
HIMACHAL PRADESH.**

TENDER NO: 04/2021-22/CUHP/ENGG/NIT

DATE: 02.12.2021

**हिमाचल प्रदेश केन्द्रीय विश्वविद्यालय  
Central University of Himachal Pradesh**

धर्मशाला, जिला काँगड़ा (हि.प्र.)-176215  
Dharamshala, Distt. Kangra (H.P.)-176215

## PART-I: TECHNICAL BID

TABLE OF CONTENTS		
S.NO.	SUBJECT	PAGE NO.
1	NOTICE INVITING TENDER	3-4
2	INFORMATION & INSTRUCTIONS TO BIDDERS	5-12
3	GENERAL CONDITONS OF CONTRACT	13-17
4	SPECIAL/ADDITIONAL CONDITIONS OF CONTRACT	18-21
5	ANNEXURE A, B & C	22-24



**हिमाचल प्रदेश केन्द्रीय विश्वविद्यालय**  
**Central University of Himachal Pradesh**  
धर्मशाला, जिला काँगड़ा (हि.प्र.)-176215  
Dharamshala, Distt. Kangra (H.P.)-176215

Tender no.: 04/2021-22/CUHP/ENGG/NIT

Dated: 02.12.2021

## **1. NOTICE INVITING TENDER**

Sealed Item-Rate tenders are hereby invited on behalf of Central University of Himachal Pradesh, under Two-Bid System from approved and eligible contractors enlisted/empaneled with Central/ State Govt. Organization/ Central Autonomous body/Central Public Sector Undertaking (like CPWD, HPPWD, MES etc.) for the following works:

Name of the work:	Providing And Fixing Aluminium Partitions and Cabins at Shahpur Academic Block of Central University of Himachal Pradesh.
Tender No.	04/2021-22/CUHP/ENGG/NIT, Dated: 02.12.2021
Type of Tender:	Open Tender Enquiry
Estimate Value:	Rs.4,14,659/- (approx.)
Cost of tender documents	Rs. 500 (Non-Refundable, DD in favour of The Finance Officer, CUHP, Dharamshala payable at Dharamshala)
EMD:	Tenderer to submit 'Bid Security Declaration Form' on their letter head, as per Format attached in Annexure- 'C', in lieu of EMD.
Time for Completion:	01 Month
Issue date of tender:	02.12.2021
Last date for submission of tender:	Date: 24.12.2021 Time: 11:00 AM
Opening of technical bid:	Date: 24.12.2021 Time: 11:30 AM

**Two-Bid System:** -

The two-bid system will be followed for this tender. In this system bidder must submit their offer in separate sealed envelopes as – Technical Bid and Financial Bid.

Separate technical bid and financial bid envelopes should be clearly marked as "Envelope No. 1 - Technical Bid" and "Envelope No. 2 - Financial Bid".

Both these sealed covers are to be put in a bigger cover which should also be sealed and duly superscribed with the Tender No., Due Date and submitted to the concerned department/section mentioned in tender document.

Note: The technical offer should not contain any price information. If the price quoted is submitted in technical bid, the tender will be rejected at the sole discretion of CUHP, Dharamshala. Initially Technical Bids will be opened and evaluated by the Tender Opening Committee. Financial bids of only Technically qualified bidders, will be opened later.

Contract/ Work Order will be awarded to the lowest bidder (L1) identified.

**Covers Information / Submission of Bids**

Cover No.	Cover Type	Description
1	<b>Technical Bid</b>	Processing Fees, Bid Security Declaration, Signed Tender Document along with supporting documents as per Tender Clause No. 2.5 and relevant Annexures.
2	<b>Financial Bid</b>	Schedule of Quantities, Form of Tender

Schedule of Opening of Commercial/Financial Bids	Schedule for opening of Financial Bid will be notified only to the bidders qualifying the Technical Bid. Presence of the bidder or his/her authorized representative at the time of opening of the Commercial bid is highly preferable.
Contacting Authority:	The Assistant Engineer (Civil) Dhauladhar Parisar-I, Near HPCA Cricket Stadium, Dharamshala, Himachal Pradesh- 176215 E-mail: <a href="mailto:rishavcuhp@hpcu.ac.in">rishavcuhp@hpcu.ac.in</a> Telephone: 91-9418864717

The tender document (consisting of specifications, the schedule of quantities of various types of items to be executed, the set of terms and conditions of the contract and other documents / drawings, if any) can be downloaded from the Central Public Procurement Portal of Government of India <https://eprocure.gov.in/cppp/tendersearch> & University's website <http://www.cuhimachal.ac.in/> Corrigendum, if any, will be published only on University Website and Central Public Procurement Portal. The University shall not be responsible for any delay / difficulties / inaccessibility of downloading facility for any reason whatsoever. In case of any discrepancy between the tender documents downloaded from internet and the master copy available in this office, the latter shall prevail and will be binding on the tender(s). No claim on this account will be entertained.

Tender should be submitted as per the prescribed format within the specified date and time by Speed Post/ Registered Post/ Courier or through Hand delivery in the **Office of The Assistant Engineer (Civil), Dhauladhar Parisar-I, CUHP, Dharamshala** and failing to do so, the offer shall be summarily rejected. Bid Validity period is 90 Days from the last date of submission of tender. Bids will be opened at Seminar Hall, Dhauladhar Parisar-I of CUHP at Dharamshala. The University reserves the right to reject any tender without assigning any reason thereof.

-sd-

(Registrar)

On behalf of Central University of Himachal Pradesh

**Copy to:**

- 1) PS to VC, CUHP
- 2) Finance Officer, CUHP
- 3) Assistant Engineer (Civil)
- 4) Jr. Engineer (Civil)
- 5) Notice Board
- 6) System Analyst, CUHP with a request to upload the tender on the University Website.
- 7) CPO, CUHP with a request to upload the tender on the CPP Portal.
- 8) Office file

-sd-

(Registrar)

## **2. INFORMATION AND INSTRUCTIONS TO THE BIDDERS**

### **2.1 DEFINITIONS**

- “The Contract” means the documents forming the tender and acceptance thereof, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in- Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another
- “Employer” means the Central University of Himachal Pradesh acting through Registrar, CUHP, Distt. Kangra, Himachal Pradesh.
- “The Contractor” shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company
- “Year” means Financial Year unless otherwise stated.
- “The Services” mean all activities related to conduct & performance of contractual obligations under the contract.
- “The Work Order/Letter of Commencement of Work” means the order placed by CUHP on the successful Bidder signed by CUHP including all attachments and appendices thereto and all documents incorporated for reference therein. The work order shall be deemed as “Contract” appearing in the document.
- “Acceptance” is a process of accepting satisfactory services rendered by “successful bidder” by CUHP.

### **2.2 QUALIFICATION CRITERIA:**

Only those Contractors/Firms/Agencies who fulfill the following Requirements/Eligibility Criteria shall be considered as eligible bidders: -

- 2.2.1 Bidder should be a registered Government Contractor with Central/State Govt. Organization/Central Autonomous Body/Central Public Sector Undertaking.
- 2.2.2 The Bidder should have satisfactorily completed similar Civil Works as mentioned below during the last 05 (Five) years ending last day of November, 2021 in reputed organizations/IITs/IIMs/Govt. Offices/PSUs/Central Universities etc.
- i) 03 (Three) similar works each costing not less than 40% of the estimated cost  
or
  - ii) 02 (Two) similar works each costing not less than 60% of the estimated cost  
or
  - iii) 01 (One) similar work costing not less than 80% of the estimated cost.

**Similar Works shall mean: Construction Works/Repair and Renovation of Building Works/Other Civil Structure Works.**

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum calculated from the date of completion to last date of applications for tenders.

**Completion/Work Certificate** issued by Competent Authority will only be considered as credential. If the Completion certificate issued by Competent Authority does not reflect the type of work, then Final bill / Schedule of Quantity of the qualifying works also needs to be attached along with the Completion certificates. Certificates from private individuals/ organizations for whom such works have been executed shall not be accepted.

2.2.3 A Certificate/Undertaking on the letter head of the Company/Bidder to the effect that the bidder has not been blacklisted anywhere in India or abroad by any organization. A self-certification to this effect is required to be enclosed as per format attached in **Annexure-B**.

2.2.4 The Bidder should be registered with concerned statutory authorities for GST/Income Tax etc. The bidder should furnish relevant GST registration documents and PAN/TAN copies.

Any prospective bidder, not satisfying any of the above-mentioned qualification criteria shall be disqualified on technical grounds and the Price/Financial bid of such disqualified bidder will not be considered for this tender.

2.3 Tender documents can be obtained and downloaded from the Central Public Procurement Portal of Government of India <https://eprocure.gov.in/cppp/tendersearch> or University's website <http://www.cuhimachal.ac.in/>

2.4 Tenders are invited under Open Tender Enquiry and two bid system for Providing and Fixing Aluminium Partitions and Cabins at Shahpur Academic Block of Central University of Himachal Pradesh at Shahpur, Distt. Kangra (HP). Technical Bid along-with supporting documents shall be submitted in separate sealed envelopes and then encased inside one sealed envelope super scribed 'Technical Bid for Providing and Fixing Aluminium Partitions and Cabins at Shahpur Academic Block of Central University of Himachal Pradesh'. All the pages of this tender document along with necessary Appendices (as applicable) duly signed and stamped, will form the Technical Bid.

2.5 The bidder must submit the following documents/information within the Technical Bid (all 6 criteria to be mandatorily fulfilled for technical qualification):

- a. **Tender Document Cost** (Rs. 500/-) in the form of Demand Draft of any scheduled bank in favour of "The Finance Officer, CUHP Dharamshala payable at Dharamshala".
- b. **Bid Security Declaration in lieu of EMD as per format attached in Annexure-'C' on company letter head.**
- c. **The entire tender document** duly signed on each page.
- d. Copy of the valid **PAN Card and Goods & Sales Tax Registration Certificate**.
- e. **Certificate/Order of enlistment** of the Contractor with Central/State Govt. Organization/Central Autonomous body/Central Public Sector Undertaking.

- f. **Completion/Work Certificate** from the competent authority having completed/carried out similar Civil works in reputed organizations/IITs/IIMs/Govt. offices/PSUs/Central Universities etc. during a period of last 5 years (i.e. must have successfully completed the work from October, 2016 till date).
- g. A Certificate/Undertaking on the letter head of the Company to the effect that the Bidder/Contractor has **not been blacklisted anywhere in India** or abroad by any organization (as per format attached in Annexure-‘B’).

- 2.6 The Price/Financial Bid comprising of Tender Form and Schedule of Quantities in Part-II of this tender document, should be duly filled, stamped and signed by the authorized signatory of the agency/firm/company and sealed in a separate envelope super scribing ‘Financial Bid for Providing and Fixing Aluminium Partitions and Cabins at Shahpur Academic Block of Central University of Himachal Pradesh’.
- 2.7 The Technical bid and the Financial/Price bid shall be sealed in one envelope super scribing ‘Providing and Fixing Aluminium Partitions and Cabins at Shahpur Academic Block of Central University of Himachal Pradesh’.
- 2.8 The technical bids shall be opened as per schedule placed at Notice Inviting Tender (NIT). The contractors who are short listed after qualifying technical bid evaluation will be intimated the date of opening of financial/price bids subsequently through proper means. CUHP, Dharamshala reserves the right to reject any or all the tenders/bids without assigning any reason thereof.
- 2.9 Tenders are to be submitted in a serially numbered & bounded manner. The tender should be submitted in the **tender box by the tenderer kept in Office of Assistant Engineer up to 11:00 AM** on or before last date and time of bid submission as mentioned in Notice Inviting Tender (NIT) and will be opened by The Tender Opening Committee of the University on date, time and place of tender opening as mentioned in NIT, in the presence of such tenderers who desire to attend.
- 2.10 Tenders should be addressed to,

**“The Registrar,  
Central University of Himachal Pradesh,  
VC Secretariat, Near HPCA Cricket Stadium,  
Dharamshala, HP-176215”**

The Name of the Tenderer, his Address and the Name of the Work must be noted on the above.

- 2.11 The tenderers should clearly quote the rates as per the format attached in the schedule of quantities. All corrections / over writings must be attested by the dated initials of the contractor. The tenderer is advised to avoid offering discount /rebate in the covering page or at the end of the schedule. Instead, the same can be incorporated in the unit rate by reducing the unit rates. If at all offered, the discount / rebate percentage offered is to be written in words such as Five percent / Point Five percent etc.

- 2.12 The rates quoted shall be inclusive of all taxes, royalties etc. The contractor shall quote for all the items whose rates are asked and not leave any blanks; all taxes including GST shall be borne by the contractor.
- 2.13 The offer should be valid for 90 days from the last date of submission of bids for the purpose of issue of acceptance letter. Statutory taxes will be deducted at source from the payment against the bill amount.
- 2.14 Work has to be carried out in consultation with the Engineering Department or as authorized by CUHP, Dharamshala.
- 2.15 The tenderer should submit the requisite Bid Security Declaration Form (as per format attached in Annexure-‘C’), duly signed in lieu of Earnest Money Deposit. Tenders not accompanied with this Bid Security Declaration Form shall not be considered.
- 2.16 The tenderer shall be debarred from participation in bidding for 3 (Three) Years and action will be taken to blacklist if the contractor fails to commence the work within 15 days continuously from the schedule date of commencement specified.
- 2.17 No part of the contract shall be sublet without written permission of CUHP Dharamshala nor shall transfer be made to power of Attorney authorizing others to receive payment on contractor’s behalf.
- 2.18 CUHP Dharamshala reserves the right to reject any tender or all the tenders without assigning any reason therefore.
- 2.19 The Contractor shall comply with the provisions of all Acts, Statutes, Rules, Regulations etc. of the Central and State Government as the case may be that may apply to his case and if necessary, get himself duly registered as required by the said Acts, Statutes, Rules, Regulations etc.
- 2.20 The contractor for the work shall be liable to pay applicable tax (including Taxes on works contract to State Government) if any that may be levied by the State or Union Government. Any request contrary to this will not be accepted.
- 2.21 **Performance Guarantee:** The successful tenderer/contractor, shall deposit an amount equal to 5% of the tendered and accepted value of the work (without limit) as performance guarantee in the form of Fixed Deposit Receipt of a Scheduled Bank. The validity of the performance guarantee shall be worked out on the basis of award of letter of acceptance of work. The time allowed for submission of the performance guarantee shall be 15 days from receiving “Letter of Acceptance” (LOA). This period can be further extended at the written request of the contractor by the Engineer-in-charge for a maximum period ranging from 1 to 15 days with a late fee @ 1.00% per day of Performance Guarantee Amount. If the bidder still fails to deposit the performance guarantee within the extended time period, i.e. within 16<sup>th</sup> day to 30<sup>th</sup> day from the issue of letter of acceptance (LOA), his bid will be rejected and treated as cancelled and the entire Earnest Money Deposit shall be forfeited. The



performance guarantee shall be returned to the Contractor, without any interest after successful completion of Defect Liability Period i.e. 6 months from the date of issue of completion certificate.

**2.22 Terms of payment:**

As per the measurements at site and on certification of the site engineer.

- a) The payment shall be released through NEFT/RTGS payment system only in the bank account of the contractor after necessary deduction of statutory dues.
- b) TDS and other Statutory taxes (Labour Cess etc.) shall be deducted at the source from the monthly/final bill.

**2.23** It shall be open to the University to abandon or give up at any stage of the construction of any of the said works or any part thereof. In the event of such abandonment or giving up or in the event of termination of the agreement, the Contractor shall be paid up to the work performed by then.

**2.24 Deviation, Extra Items & Approvals for Pricing:**

In case of execution of any Extra Items(s), apart from the BOQ, contractor must intimate the office of Assistant Engineer, CUHP to obtain prior sanction for carrying out the work along with the quantities & rates. Thereafter, the contractor may submit the bills as per the usual practice of submission of RA/Final bill.

DEVIATION LIMIT FOR THE CONTRACT ITEMS IS 25%.

In case of contract items which exceed the limit of 25%, the contractor must intimate the office of Assistant Engineer, CUHP to obtain prior sanction for carrying out the work along with the quantities & rates. Thereafter, the contractor may submit the bills as per the usual practice of submission of RA/Final bills.

In the case of Extra Item(s) being the schedule items (Delhi Schedule of Rates items), these shall be paid as per the schedule rate plus cost index (at the time of tender) plus/minus percentage above/ below quoted contract amount.

Payment of Extra items in case of non-schedule items (Non-DSR items) shall be made as per the prevailing market rate.

**2.25 Termination of contract:** If the Contractor fails to perform any of its obligations under this agreement or if University is dissatisfied with the services of the Contractor, University may issue seven days' written notice intimating the Contractor of their failures or deficiencies and calling upon Contractor to rectify within such time as may be specified in the notice and if the Contractor fails to perform such obligation or make good such deficiencies as pointed out to the Contractor in the notice, University may terminate the services of Contractor under this agreement. University may also terminate the Contract hereunder:

- i) if the firm is adjudged bankrupt or
- ii) if they make a general assignment for the benefit of their creditors or
- iii) if a receiver is appointed on account of their insolvency or
- iv) they disregard law, ordinances, rules, regulations or orders of any public authority having jurisdiction on the works.

The termination shall be without prejudice to all rights, liabilities and remedies that have arisen or accrued till date of such termination or that may arise on account of such termination and University may get the project completed by whatever method they may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment, if due, until the loss, damage or expense incurred by University due to breach of this agreement by Contractor have been settled.

In case the Contractor abandons the work during the course of the project, the University has the right to appoint an alternate Contractor or make an arrangement for carrying out the work of Contractor, at the risk and cost of the Contractor. Traveling / daily allowances shall not be payable to the Contractor, its representatives, officials and consultants engaged by it for their visit to construction site, offices of local authorities, Employer's office or any other place in Dharamshala.

The scope of work broadly described herein and assigned to Contractor, as their area of responsibility is inclusive of all constancy and other services required in connection with the completion of work whether specifically mentioned herein or not and rendering such constancy services will not entitle the Contractor to charge any additional fees in as much as the same are included in the overall professional fees payable to them.

- 2.26 Liquidated Damages Clause:** If any delay in execution of the works is attributable to the acts or omissions and commissions of Contractor, University shall be entitled to recover liquidated damages at the rate of 0.5 % (point five percent) per week on the total value of work unfinished / uncompleted work, subject to a maximum 5% of the tendered value of work, as compensation / penalty amount to the CUHP.
- 2.27 Professional indemnity:** Contractor warrants that it shall exercise high degree of care and diligence in rendering the services pursuant to this agreement and that; such services shall be of a quality and standard satisfactory to University. The Contractor shall indemnify University from any damage or loss arising from such lack of care and diligence or arising out of any unsatisfactory performance of service by Contractor.
- 2.28 Dispute Settlement:** In case of any dispute or difference arise between the parties during the progress of or after construction of this contract or touching or relating either to the said buildings or works, or to any other matter or thing arising directly or indirectly under this contract, then and in such an event the same shall be referred to Vice-Chancellor, CUHP Dharamshala as the SOLE ARBITRATOR who shall alone consider and determine the same, whose decision / award shall be binding and conclusive upon both the said parties and this clause shall be deemed a submission within the meaning of Arbitration and Conciliation Act 1996 or Statutory modification or re-enactment thereof. It is specifically agreed that the Contractor shall continue to render its services provided herein with all the due diligence, professional skill and tact notwithstanding that any matter, question or dispute has been referred to arbitration. The venue of Arbitration proceedings shall be Dharamshala. It is further agreed between the parties as hereto that the Dharamshala Courts alone shall have the exclusive jurisdiction.

**2.29 Site:** Work is to be carried out at Shahpur Academic Block of Central University of Himachal Pradesh at Shahpur (Chattri) in District Kangra of HP. The contractor shall remove all surplus materials, debris etc. out of the site of work on work completion and hand over the site clean before the bill is processed for final payment. Dismantled materials if any (declared by Engineer-in-charge of the work) shall be returned to the Engineering Department/ Central Stores by the contractor at his own cost. The disposal of material shall be done in environmentally friendly way and complying with the local rules and regulations.

**2.30 Security:**

**a) Movement of contractor's materials:**

Any materials which are removed from the site of work and are required to be taken out from the CUHP campus, the contractor should follow the following procedure:

The contractor shall apply in writing to the Engineer- in-charge the details of the materials to be removed including which are rejected etc. This application shall be endorsed by the engineer in charge or his authorized representatives. The materials shall only be allowed to go out of CUHP campus after counter signature of the security officer/Guard and checked at the gate.

**b) Search:**

Thorough search of all persons and transport shall be carried out at each gate and for as many times as gate is used for entry or exit and may also be carried out at any time or any number of times at the works site within the restricted area.

**c) Working Hours:**

The units controlling restricted areas usually work during five days in the week and remain closed on Saturday and Sundays. The working hours available to contractor's labour and staff are however appreciably reduced because of the time of entry and exit during working hours. The exact working hours, working days and non-working days observed for the restricted areas where works are to be carried out shall be deemed to have been ascertained by the contractor before submitting the tender.

**d) Entry and Exit:**

The contractor, his agents, representatives, workmen, etc. and his materials, carts, trucks or other means of transport, etc. will be allowed to enter through and leave from only such gate or gates and at such times as the concerned authorized in charge of the restricted area may, at their sole discretion, permit. Contractor's authorized representatives, if required, are to be present at the places of entry and exit for the purpose of identifying his carts, trucks, etc. to the personnel in charge of the security of the restricted area.

**e) Labour Law:**

The work will be executed strictly following the Labour Laws of Central Govt & State Govt as may be applicable. The contractor should follow CPWD Contractor's Labour Regulations.

### 2.31 **Scope of Work**

- a) Providing and Fixing Aluminium Partitions and Cabins at Shahpur Academic Block of Central University of Himachal Pradesh.
- b) The location of work shall be the academic block of CUHP located at Shahpur in Distt Kangra of HP.
- c) The contractor has the responsibility to provide all safety garments, equipment's, tools etc. to his staff or the persons dealing with work.
- d) It shall be responsibility of the contractor to execute the work of maintenance and repair at all levels and heights of the buildings for which necessary tools, safety belt, Scaffolding, helmets etc. will be arranged by the contractor at their cost.
- e) The carpenter's service should be available as and when required.
- f) The work of the contractor will be supervised by the Engineer of CUHP Dharamshala.
- g) The operating/supervisor personnel shall have the basic knowledge and technical skill of civil execution works to carry out civil and plumbing works independently in case of emergency and urgent repair works.
- h) The contractor/operator/supervisor personnel shall have a clear working knowledge of the various BOQ items and shall not meddle /alter the BOQ items without the permission of the Engineer in charge.

### 2.32 **Evaluation Criteria:**

The L-1 will be decided on the Grand Total Amount quoted for the work in the Financial Bid. All levies/taxes (i.e., GST etc.) shall be included in the quoted rates (as per format of Financial Bid).

However, the decision of the Competent authority will be final and binding in awarding the order. In case of any clarification required, the same can be clarified from CUHP Dharamshala before submission of the bids.

### 2.33 **Discrepancy in Rates:**

Rates quoted by the contractor 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.

### **3. GENERAL CONDITIONS OF CONTRACT**

(In addition to CPWD General Conditions of Contract-2020 with up-to-date correction slips)

- 3.1 The persons deployed by the Contractor should be properly trained, have requisite experience and skills for carrying out the work assigned to him.
- 3.2 The Contractor should ensure the Health and Safety Measures of the employees.
- 3.3 The Contractor must employ adult and skilled labour only. Employment of child labour will lead to the termination of the contract. The Contractor shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities. The Contractor shall be fully responsible for the conduct of his staff.
- 3.4 The Contractor at all times should indemnify CUHP against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961; Delhi Shops and Essential Act or any modification thereof or any other law relating thereto and rules made hereunder from time to time. CUHP will not own any responsibility in this regard.
- 3.5 In case of breach of any terms and conditions attached to the contract, the Performance Security/Guarantee of the Contractor will be liable to be forfeited by CUHP besides annulment of the contract.
- 3.6 **Custody and Supply of Drawings and Documents:** The drawings, if any shall remain in the sole custody of the Employer/Engineer, but copies as required thereof shall be provided to the Contractor free solely for the purpose of this contract.
- 3.7 **Sufficiency of Tender:** The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works
- 3.8 **Contractor's Employees:** The Contractor shall provide on the Site qualified and experienced technical staff in connection with the execution of the Works and the remedying of any defects therein.
- 3.9 **Engineer-in-Charge at Liberty to Object:** The Engineer-in-Charge or his representative shall be at liberty to object to and require the Contractor to remove forthwith from the Works any person provided by the Contractor who, in the opinion of the Engineer, misconducts himself, or is incompetent or negligent in the proper performance of his duties, or whose presence on Site is otherwise considered by the Engineer to be undesirable, and such person shall not be again allowed upon the Works without the consent of the Engineer. Any person so removed from the Works shall be replaced as soon as possible by a qualified person approved by the Engineer.
- 3.10 **Safety, Security and Protection of the Environment:** The Contractor shall, throughout the execution and completion of the works and the remedying of any defects therein:
  - a) Have full regard for the safety of all persons entitled to be upon the Site and keep the Site (So far as the same is under his control) and the Works (so far as the same are not

completed or occupied by the Employer) in an orderly state appropriate to the avoidance of danger to such persons, and

- b) Provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Engineer or by any duly constituted authority for the protection of the Works or for the safety and convenience of the public or others, and
- c) Take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of Repair.

**3.11 Insurance of work by the Contractor for his liability:**

- a) During the execution of the work for loss or damage to property and life arising from a cause for which contractor is responsible.
- b) For loss or damage occasioned by the Contractor in the Course of any Repairs carried out by him for the purpose of complying with his obligations.
- c) It shall be the responsibility of contractor to notify the Insurance Company of any change in the nature and extent of the works and to ensure the adequacy of the Insurance cover at all times during the period of contract.

**3.12 Damage to Persons and Property:** The Contractor shall, except if and so far as the Contract provides otherwise, indemnify the Employer against all losses and claims in respect of:

- a) death of or injury to any person, or
- b) loss or damage to any property (other than the works):  
Which may arise out of or in consequence of the execution of the Works and the remedying of any defects therein, and against all claims, proceedings, damages, costs, charges and expenses what so ever in respect thereof.

**3.13 Accident or injury to Workmen:** The Employer shall not be liable for or in respect of any damages or compensation payable to any workman for death or injury resulting from any act or default of the contractor. The Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation and expenses whatsoever in respect thereof or in relation thereto.

**3.14 Compliance with Statutes, Regulations:** The Contractor shall conform in all respects, including by the giving of all notices and the paying of all fees, with the provision of:

- a) Any National or State Statute, Ordinance, or other Law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the execution and completion of the Works and the remedying of any defects there in, and
- b) The rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Works, and the Contractor shall keep the Employer indemnified against all penalties and liability of every kind for breach of any such provision.

**3.15 Time for Completion:** The work shall start from the date of issue of letter of commencement/Work Order and shall be completed in all respects within 1 month or as detailed in the Letter of Commencement.

**3.16 Extension of Time for Completion:** The time for completion of the work may be suitably extended on the written request of the Contractor for any delays caused for reasons beyond the control of Contractor as may be assessed by the Employer.

**3.17 Defect Identification and its rectifications:** The Contractor shall immediately attend the defects noticed at site. The Contractor shall provide and develop a system for regular defects-identification and immediate rectification.

- a) If defect is very critical, it shall be rectified within 24 hours. If defect is critical, it shall be rectified within 2-3 days
- b) If defect is normal, it shall be rectified within 1 week.

**Defect Liability period shall be 6 (Six) months from the date of issue of Completion Certificate.** The Contractor shall rectify at his own expenses any defect in the work carried out by him during this period. On failure of the contractor to do so, the same shall be completed by the employer at the risk and cost of the contractor.

**3.18 Liquidated Damages for Delay:** If the Contractor fails to complete the work or to rectify any defect in due course of time and if in the opinion of engineer, delay is on the part of the Contractor, the employer can impose liquidated damages on the contractor at the rate of 0.5 % (point five percent) per week on the total value of work unfinished / uncompleted work, subject to a maximum 5% of the tendered value of work, as compensation / penalty amount to the CUHP.

**3.19 Contractor's Failure to carry out instructions:** In case of default on the part of the Contractor in carrying out defect rectification works, the Employer/Engineer shall be entitled to employ and pay other persons to carry out the same and if such work, in the opinion of the Engineer, the Contractor was liable to do at his own cost under the Contract, then all costs consequent thereon or incidental thereto shall be determined by the Engineer and shall be recoverable from the Contractor by the Employer, and may be deducted by the Employer from any monies due or to become due to the Contractor.

**3.20 Instructions for Variations:** Quantities given in the BOQ are estimated quantities. The quantity of any particular item may vary to any extent. Variation in quantity in particular items or overall cost, does not entitle contractor to claim any extra cost.

The Contractor is bound to execute all contingent and supplemental items of work.

The rates for such items shall be worked out based on current CPWD Manual and current Delhi Schedule of Rates.

**3.21 Measurement of Work Done:**

**3.21.1. Works to be measured for BOQ/Schedule items as per clause 6 or 6A of the General Conditions of Contract-2014, CPWD as applicable:**

The Engineer-in-Charge/his representative shall determine by measurement of the value of actual work done in accordance with the Contract and the Contractor shall be paid proportionately. Part rate shall be made for any part of BOQ items not fully executed. Engineer-in-Charge shall be at liberty to decide the break-up of Lump sum items and to decide the part rate for any particular item.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels.

It is also a term of this contract that recording of measurements of any item of work in the measurement book and/or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defect liability period.

- 3.21.2. Method of Measurement:** The works shall be measured net as per CPWD norms, notwithstanding any general or local custom, except where otherwise provided in the Contract.
- 3.22 Deduction of Income Tax:** The amount to be deducted towards the advance income tax shall be at the rate applicable
- 3.23 Performance Guarantee:** The successful tenderer/contractor, shall deposit an amount equal to 5% of the tendered and accepted value of the work (without limit) as performance guarantee in the form of Fixed Deposit Receipt of a Scheduled Bank. The time allowed for submission of the performance guarantee shall be 15 days from receiving "Letter of Acceptance" (LOA). This period can be further extended at the written request of the contractor by the Engineer-in-charge for a maximum period ranging from 1 to 15 days with a late fee @ 1.00% per day of Performance Guarantee Amount. If the bidder still fails to deposit the performance guarantee within the extended time period, i.e. within 16<sup>th</sup> day to 30<sup>th</sup> day from the issue of letter of acceptance (LOA), his bid will be rejected and treated as cancelled and the entire Earnest Money Deposit shall be forfeited. The performance guarantee shall be returned to the Contractor, without any interest after successful completion of Defect Liability Period i.e. 6 months from the date of issue of completion certificate.
- 3.24 Correction of Certificates:** The Engineer may by any interim Payment certificate make any correction or modification in any previous interim payment certificate which has been issued by him, and shall have authority to omit or reduce the value of such work in any interim payment certificate.
- 3.25 Final Completion Certificate:** After receipt of the Final Statement, the Engineer-in- Charge shall issue to the Contractor, a Final Completion Certificate.
- 3.26 Default of Contractor:** If the performance of the Contractor is not satisfactory and not corrected within 15 days of receiving notice, then employer shall be at liberty to terminate the contract and get the work executed through other means at the risk and cost of the Contractor. In the event of termination of the contract, employer shall be at liberty to get balance work done at the risk and cost of the contractor and due payment of the contractor, if any, shall be released after the completion of whole of the works.
- 3.27 Amicable Settlement of Dispute:** The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this contract or the interpretation thereof through the Dispute redressal committee as provided in the Agreement.
- 3.28 Arbitration:** Any dispute and differences relating to the meaning of the Specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or of materials used in the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof in respect of which Amicable settlement has not been reached, shall be referred to the Sole Arbitration of the Vice-Chancellor, CUHP, Dharamshala who shall proceed as per the Arbitration Act,1996. The work under the Contract



shall continue, during the Arbitration proceedings. The award of the Arbitrator shall be final, conclusive and binding on both the parties.

**3.29 Risk Clause:** The Contractor shall at all times have standby arrangements for carrying out the work under the Contract in case of any failure of the existing arrangement. CUHP reserves the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory and also has the right to award the contract to any other selected tenderers at the cost, risk and responsibilities of Contractor and excess expenditure incurred on account of this will be recovered from the Contractor's Security Deposit or pending bill or by raising a separate claim.

Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destructions, waste or misuse the areas of responsibility given to them and shall not knowingly lend to any person or company any of the effects or assets of the CUHP under its control. In the event of loss/ damage of equipment etc. at the premises of the CUHP due to negligence/carelessness of Contractor staff, then the Contractor shall compensate the loss to CUHP.

The Contractor shall, in performing its part of this Agreement, ensure the safety of the building and the persons working in or visiting the University premises and shall indemnify CUHP for any loss or damage caused by any act of the Contractor or its employees or staff etc. The Contractor shall not assign or sublet this Agreement or any part thereof to any third party without the approval of competent authority. However, he may use the services of associates for providing the services in which case the Contractor shall be responsible for the performance and all acts of the associates as though they were his own. In every case the Contractor shall make alternative arrangements for meeting his contractual responsibilities in case of failure of the Associate. Licenses if any required for repair & maintenance services at the site will be procured by the Contractor.

**3.30 Force Majeure:** If the work(s) be delayed by:-

- (i) force majeure, or
- (ii) abnormally bad weather, or
- (iii) serious loss or damage by fire, or
- (iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- (v) delay on the part of other contractors or tradesmen engaged by Engineer-in- Charge in executing work not forming part of the Contract, or
- (vi) non-availability of stores, which are the responsibility of Government to supply or
- (vii) non-availability or break down of tools and Plant to be supplied or supplied by Government or
- (viii) any other cause which, in the absolute discretion of the Engineer-in-Charge is beyond the Contractor's control.

then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the authority, but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

**(SIGNATURE OF THE CONTRACTOR)**

#### **4. ADDITIONAL AND SPECIAL CONDITIONS OF CONTRACT**

**4.1** Except for the items, for which Particular Specifications are given or where it is specifically mentioned otherwise in the description of the items in the schedule of quantities, the work shall generally be carried out in accordance with the “CPWD Specifications 2009, Vol.-I & II” with up-to-date correction slips, Additional/Particular Specifications, Architectural/ structural drawings and as per instructions of Engineer-in-Charge.

The several documents forming the tender are to be taken as mutually complementary to one another. Detailed drawings shall be followed in preference to small scale drawings and figured dimensions in preference to scaled dimensions.

Should there be any difference or discrepancy between the description of items as given in the schedule of quantities, particular specifications for individual items of work (including special conditions) and I.S. Codes etc., the following order of preference shall be observed:

- a) Description of Schedule of Quantities
- b) Particular Specifications and Special Conditions, if any.
- c) Drawings
- d) CPWD Specifications.
- e) Indian Standard Specifications of B.I.S.
- f) Manufacturers’ specifications & as decided by Engineer-in- charge.

“In the event of any variation/ discrepancy in the drawings, specifications and tender documents etc. the decision of the Engineer-in-charge shall be final binding and conclusive on the contractor and in the case the contractor have any doubt and the same should be got clarified immediately from the Engineer-in-charge and no claim of the contractor shall be entertained thereafter. Moreover, the agency is not allowed to take benefit out of any clerical/ grammatical mistake in the standard clauses/Schedule of Quantities/Specifications etc. being used in the agreement”.

The works to be governed by this contract shall cover delivery and transportation up to destination, safe custody at site, insurance, erection, testing and commissioning of the entire works.

**4.2** Wherever any reference to any Indian Standard Specification occurs in the documents relating to this contract, the same shall be inclusive of all amendments issued there-to or revisions thereof, if any, up to the date of receipt of tenders.

**4.3** The contractor shall work according to the Programme of work as approved by the Engineer-in-charge, for which purpose, the contractor shall submit a tentative Programme of the work within 15 days from the stipulated date of start of the work.

**4.4** The Contractor will have to work according to the program of work decided by the Engineer-in-charge. Wherever desired by Engineer-in-charge the contractor shall also construct a sample unit complete in all respect within time specified by the Engineer-in- charge & this sample unit shall be got approved from the Engineer-in-charge before mass construction is taken up. No extra claim whatsoever beyond the payment due at agreement rates will be

entertained from the contractor on this account.

- 4.5 The contractor shall take instructions from the Engineer-in-charge for stacking of materials at site. No excavated earth or building materials shall be stacked on areas where the buildings, roads, services or compound walls are to be constructed.
- 4.6 Unless otherwise provided in the Schedule of quantities, the rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the building and nothing shall be payable to him on this account. However, payment for centering, shuttering, if required to be done for floor heights greater than 3.5m, shall be admissible, if not already specified otherwise.
- 4.7 The working drawings shall mean to include both architectural and structural drawings respectively. The structural and architectural drawings shall be properly correlated before executing the work. In case of any difference noticed between architectural and structural drawings, final decision, in writing of the Engineer-in-charge shall be obtained by the contractor before proceeding further.
- 4.8 Samples for particular items of work shall be prepared, for prior approval of the Engineer-in-charge before taking up the same on mass scale and nothing shall be payable on this account.
- 4.9 If ISI marked products are available, the contractor shall use only ISI marked products. In other cases, the materials shall not conform to CPWD specifications. In case a material/product is covered neither by ISI nor by CPWD specification, shall the work be carried out as per sound engineering practice, in which case the decisions of the Engineer-in-charge shall be final & binding. In such cases Engineer-in-charge shall satisfy himself about the quality of such materials and give his approval in writing. Only articles classified as first quality by the manufacturers shall be used unless otherwise specified. All materials not having ISI mark shall be tested as per relevant ISI specifications. The Engineer-in-charge may relax the condition regarding testing if the quantity of the materials required for the work is small. In all cases of used of ISI marked materials proper proof of procurement of materials from authentic manufacturers shall be provided by the contractor to the entire satisfaction of Engineer-in-charge.
- 4.10 Some restrictions may be imposed by the security staff etc. on the working and deployment of labour, materials etc. The contractor shall be bound to follow all such restriction / instructions and nothing extra shall be payable on this account.
- 4.11 The contractor shall make his own arrangements for obtaining electric connections, if required. If the CUHP supply is utilized by the Contractor for routine work, the necessary electric charges shall be paid through meter or an amount @0.15% of gross value of work done will be deducted from each running bill and final bill of the contractor for the same. In such cases necessary permission of HPSEB shall be the responsibility of the Contractor at his cost.
- 4.12 Other agencies doing works related with this project will also simultaneously execute the work and the contractor shall afford necessary co-operation for the same. The contractor shall leave such necessary holes, opening etc. For laying/burying in the work pipes, cables,

conduits, clamps, boxes and hooks for fan clamps etc. as may be required for other agencies. Conduits for electrical wiring/cables will be laid in a way that they leave enough space for concreting and do not adversely affect the structural members. Nothing extra over the agreement rates shall be paid for the same. The contractor shall extend necessary co-operation to them without any claim on this account.

- 4.13** Stacking of materials and excavated earth including its disposal shall be done as per the directions of the Engineer-in-Charge. Double handling of materials or excavated earth if required shall have to be done by the contractor at his own cost.
- 4.14** No claim for idle establishment & labour, machinery & equipment, tools & plants and the like, for any reason whatsoever, shall be admissible during the execution of work as well as after its completion
- 4.15** (a) The building work will be carried out in the manner complying in all respect with the requirements of relevant by-laws of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-charge and nothing extra will be paid on this account.
- (b) The work of water supply, internal sanitary installations and the drainage work etc. may require to be carried out as per local Municipal Corporation or such local body Bye-Laws and the contractor in such cases shall produce necessary completion certificate from such authorities after completion of the work.
- (c) Water tanks, taps, sanitary, water supply and drainage pipes, fittings and accessories wherever required should conform to by-laws and specifications of the municipal body/corporation where CPWD specifications are not applicable. The contractor should engage licensed plumbers for the work and get the materials (fixtures/fittings) tested by the Municipal body/Corporation authorities wherever required at his own cost.
- (d) The contractor shall comply legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges which he may be liable.
- 4.16.** The contractor shall give a performance test of the entire installation(s) as per standing specifications before the work is finally accepted and nothing extra whatsoever shall be payable to the contractor for the test.
- 4.17.** The work pertaining to the items of internal finishing should be started in consultation and with prior approval of Engineer-in-Charge.
- 4.18.** All materials equivalent to the one specified should be got approved by the Engineer-in-charge before using the said materials in the work.
- 4.19.** Any damage to work resulting from weathering conditions, defacing or from any other cause such as negligent act on the part of contractor, until the work is taken over by the Department after completion of work, shall be made good by the contractor, at his own cost.
- 4.20.** The tendered rates are inclusive all taxes, cess and levies etc. payable under the respective statutes.
- 4.21.** The contractor shall provide at his own cost electric ovens and suitable weighing and measuring arrangements at site as may be necessary for execution of work.

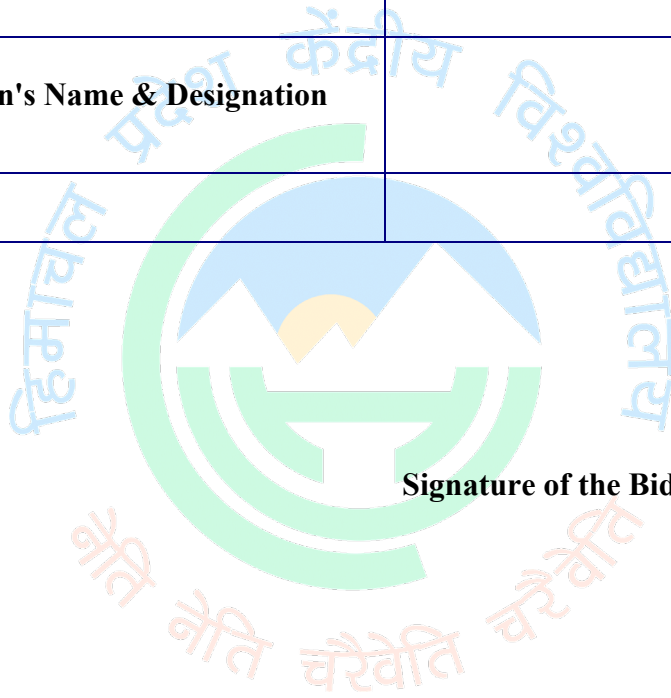
- 4.22. The contractor is supposed to inspect the buildings / work site before tendering to assess the scope of work. He should collect and get acquainted with all relevant prevailing conditions of site restrictions etc. available for proper and smooth execution of work. The contractor shall inspect the distance between dispensaries / staff quarters /Hospital etc. and satisfy themselves before quoting the rates for smooth execution of work.
- 4.23. If as per Municipal rules or Client Department rules, the huts for laborer's are not be erected at site of work by the contractor, the same shall be complied with by the contractor. The department shall not provide any alternative site or space at any location and all necessary arrangement shall have to be made by the contractor at his own cost. Nothing extra whatsoever shall be payable on this account.
- 4.24. Dismantling of cement concrete flooring inside the offices shall be done with the help of mechanized vibratory hammer, drills etc. The work shall be carried out in such a way that there should be least disturbance to the adjoining allottees and work should be completed within least possible time. The contractor must ensure that there should be no damage to supporting RCC members.
- 4.25. Contractor has to make his own arrangement of water at site of work. If Govt. water is used by contractor or no water is arranged by the Contractor for a non-water consuming work, recovery of water charges @1% on gross work done will be affected from R/A Bills and Final Bill respectively.
- 4.26. The contractor either himself or any of the persons / workers engaged under this contract shall have no claim for renewal or continuance of the contract or employment in any manner whatsoever other than the payment mentioned in the contract.
- 4.27. The GST/ Income tax/ Labour welfare Cess as applicable as per govt. notifications from time to time will be deducted at source and credited to the Government on Contractor's behalf.
- 4.28. The labour engaged through labour deployment items shall invariably give a weekly off by making alternative arrangements for continuous deployment of labour.
- 4.29. Labour deployed is required to perform duties at various locations as specified in tender. Their shift timing will commence from the time they report to the respective locations and nothing extra shall be payable towards TA/DA for workers for attending duty in different locations under the agreement.
- 4.30. The Contractor shall maintain an attendance register of workers on shift basis and shall be made available for verification by CUHP Engineers/ authorities, if required.
- 4.31. The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc. as Government's property and such materials shall be disposed off to the best advantage of Government according to the instructions issued by the Engineer-in-Charge.

**(SIGNATURE OF THE CONTRACTOR)**

**Bidder Information**

1.	<b>Name of the Bidder</b>	
2.	<b>Address of the Bidder</b>	
3.	<b>PAN No.</b>	
4.	<b>GST No.</b>	
5.	<b>State of GST Registration</b>	
6.	<b>E-mail</b>	
7.	<b>Contact Person's Name &amp; Designation</b>	
8.	<b>Mobile No.</b>	

Signature of the Bidder with date and seal



## Non-Blacklisting Declaration

*(to be submitted on Company Letter Head)*

To,

Dated:

**The Registrar,  
Central University of Himachal Pradesh,  
VC Secretariat, Near HPCA Cricket Stadium,  
Dharamshala, HP-176215**

**Subject: Declaration for Non-Blacklisting**

**Tender Reference No:** 04/2021-22/CUHP/ENGG/NIT, Dated: 02.12.2021

**Name of Tender/Work:** Providing and Fixing Aluminium Partitions and Cabins at Shahpur Academic Block of Central University of Himachal Pradesh at Shahpur, Distt. Kangra (HP).

Dear Sir,

We hereby declare that we are not blacklisted by any Central/ State Government/ agency of Central/ State Government of India or any other country in the world/ Public Sector Undertaking/ any Regulatory Authorities in India or any other country in the world during last 5 years for any kind of fraudulent activities.

Yours Faithfully,

(Signature & Name of the Bidder, with Official Seal)

**BID-SECURITY DECLARATION FORM****Tender No.:** 04/2021-22/CUHP/ENGG/NIT**Dated:** 02.12.2021

To

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Sir/Madam,

I/We, the undersigned declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security Declaration In lieu of Earnest Money Deposit.
2. I/We accept that I/We may be disqualified/debarred from bidding against CUHP tenders for a period of **Three Years** from the date of notification if I/We are in a breach of any obligation under the bid conditions, because I/We
  - (i) have withdrawn/modified/amended, impairs or derogates from the tender, my/our bid during the period of bid validity specified in the form of Bid;
  - or
  - (ii) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (a) fail or refuse to execute the contract, if required, or (b) fail or refuse to furnish the Performance Security within the timeline, in accordance with the instructions to Bidders & as per tender terms & conditions.
3. I/We understand this Bid Security Declaration shall cease to be valid on the Thirty First day from following,
  - (i) if I am/we are not the successful Bidder, the receipt of your notification of the name of the successful Bidder; or
  - (ii) the expiration of the validity of my/our Bid or any extension thereof.

Signature:

Name &amp; designation of the authorized person signing the Bid-Securing Declaration Form:

\_\_\_\_\_

Duly authorized to sign the bid for and on behalf of:

\_\_\_\_\_

(complete name of Bidder)

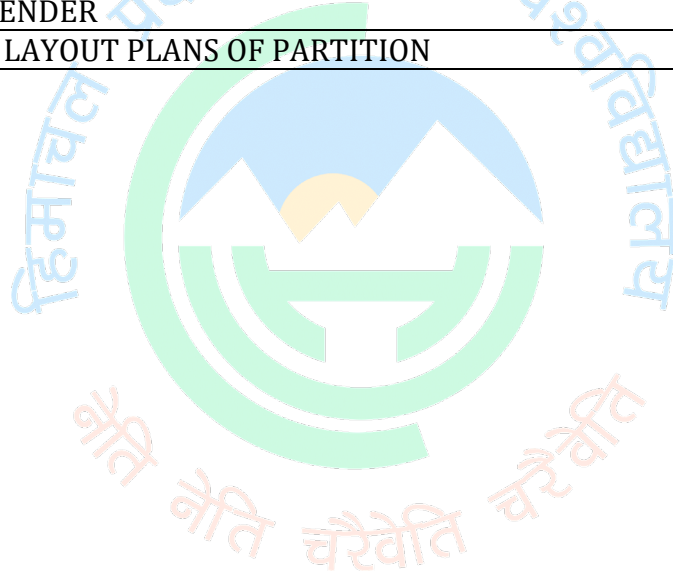
Dated on \_\_\_\_\_ day of \_\_\_\_\_ month, \_\_\_\_\_ year.

(Note: In case of a Joint Venture, the Bid Security Declaration must be in the name of all partners to the Joint Venture that submits the bid).



## PART-II: FINANCIAL BID

TABLE OF CONTENTS		
S.NO.	SUBJECT	PAGE NO.
1	SCHEDULE OF QUANTITIES	26-28
2	FORM OF TENDER	29-30
3	PROPOSED LAYOUT PLANS OF PARTITION	31



**हिमाचल प्रदेश केन्द्रीय विश्वविद्यालय**  
**Central University of Himachal Pradesh**

Tender no.: 04/2021-22/CUHP/ENGG/NIT

Dated: 02.12.2021

**SCHEDULE OF QUANTITIES / BOQ / PRICE BID**

**Name of Work: Providing and Fixing Aluminium Partitions and Cabins at Shahpur Academic Block of Central University of Himachal Pradesh.**

S. No.	Description	Unit	Quantity (approx.)	Rate (in figures and words)	Amount (Rs.)
1	Providing and fixing aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/ appropriate Z sections and other sections of approved make conforming to IS:733 and IS:1285, fixing with dash fasteners of required dia and size, including necessary filling up the gaps at junctions, i.e. at top, bottom and sides with required EPDM rubber/ neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminium snap beading for glazing / panelling, C.P. brass / stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in-charge. (Glazing, panelling and dash fasteners to be paid for separately).				
1.1	For fixed portion				
1.1.1	Anodised aluminium (anodised transparent or dyed to required shade according to IS: 1868, Minimum anodic coating of grade AC 15)	kg	407.62		
1.2	For shutters of doors, windows & ventilators including providing and fixing hinges/ pivots and making provision for fixing of fittings wherever required including the cost of EPDM rubber / neoprene gasket required (Fittings shall be paid for separately).				

Signature of the Tenderer

1.2.1	Anodised aluminium (anodised transparent or dyed to required shade according to IS: 1868, Minimum anodic coating of grade AC 15)	kg	78.54		
2	Providing and fixing glazing in aluminium door, window, ventilator shutters and partitions etc. with EPDM rubber / neoprene gasket etc. complete as per the architectural drawings and the directions of engineer-in-charge. (Cost of aluminium snap beading shall be paid in basic item)				
2.1	With float glass panes of 5 mm thickness (weight not less than 12.50 kg/sqm)	sqm	40.58		
3	Providing and fixing 12 mm thick prelaminated particle board flat pressed three layer or graded wood particle board conforming to IS: 12823 Grade I Type II, in panelling fixed in aluminium doors, windows shutters and partition frames with C.P. brass / stainless steel screws etc. complete as per architectural drawings and directions of engineer-in-charge.				
3.1	Pre-laminated particle board with decorative lamination on both sides (Matte finish)	sqm	23.49		
4	Providing and fixing 4 mm thick ACP sheet interior grade in panelling fixed in aluminium doors, windows shutters and partition frames with EPDM rubber / neoprene gasket etc. complete as per architectural drawings and directions of engineer-in-charge.	sqm	84.45		
5	Providing and fixing aluminium die cast body tubular type universal hydraulic door closer (having brand logo with ISI, IS : 3564, embossed on the body, door weight upto 35 kg and door width upto 700 mm), with necessary accessories and screws etc. complete.	no	7.00		
6	Providing and fixing aluminium tower bolts, ISI marked, anodised (anodic coating not less than grade AC 10 as per IS : 1868 ) transparent or dyed to required colour or shade, with necessary screws etc. complete : 150x10 mm	no	7.00		

7	Providing and fixing aluminium handles 125 mm, ISI marked, anodised (anodic coating not less than grade AC 10 as per IS : 1868) transparent or dyed to required colour or shade, with necessary screws etc. complete.	no	14.00		
8	Providing and fixing aluminium sliding door bolts, ISI marked anodised (anodic coating not less than grade AC 10 as per IS : 1868), transparent or dyed to required colour or shade, with nuts and screws etc. complete: 250x16 mm.	no	7.00		
9	Providing and fixing aluminium hanging floor door stopper, ISI marked, anodised (anodic coating not less than grade AC 10 as per IS : 1868) transparent or dyed to required colour and shade, with necessary screws etc. complete: Twin rubber stopper.	no	7.00		
10	Removing existing aluminium partitions/doors and refixing the same upto lead of 5 m including cutting of existing aluminium sections/glass/panelling complete as per site requirements and directions of engineer-in-charge (Cost of EPDM rubber / neoprene gasket, CP brass screws is included in the item).	sqm	2.20		
11	Providing and fixing frosted film with grooves on float glass panes fixed in aluminium partitions.	sqm	18.87		
<b>Total Amount (Rs.)</b>					
<b>Total Amount in words:</b>					

Note: -

- (i) Quoted rate should be inclusive of all applicable taxes including GST (nothing extra shall be payable).
- (ii) All Statutory deduction will be made as per prevailing rates.

**Declaration:** I/We do hereby accept all the terms and conditions laid down in the tender document for the above said work/supply. I/We also agree to the condition that the right to suspend the tender process or part of the process, to accept or reject any or all the tenders at any stage of the process and/or to modify the process or any part thereof at any time without assigning any reasons thereto is reserved by the Competent authority of the University without any obligation or liability whatsoever.

**Signature of the Bidder with date and seal**

**हिमाचल प्रदेश केन्द्रीय विश्वविद्यालय**  
**Central University of Himachal Pradesh**  
धर्मशाला, जिला काँगड़ा (हि.प्र.)-176215  
Dharamshala, Distt. Kangra (H.P.)-176215

**FORM OF TENDER**

(To be filled by the Tenderer with sign & stamp and submitted within the Financial Bid envelope)

To

**The Registrar**  
**Central University of Himachal Pradesh**  
**VC Secretariat, Near HPCA Cricket Stadium**  
**Dharamshala, Distt Kangra (HP)-176215**

I/We have read and examined the notice inviting tender, schedule, 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 Central University of Himachal Pradesh within the time specified viz., schedule of quantities and in accordance in all respect with the specifications, designs, drawing and instructions specified in this tender document

We agree to keep the tender open for ninety (90) days from the last date of submission of tender and not to make any modification in its terms and conditions.

I/We have submitted Account Payee Demand Draft No. \_\_\_\_\_ dated \_\_\_\_\_ in favour of **The Finance Officer, CUHP Dharamshala** payable at **Dharamshala** for Rs. \_\_\_\_\_ with the tender as cost of Tender Document.

I/We have submitted Bid Security Declaration in lieu of Earnest money Deposit with the tender.

If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said Central University of Himachal Pradesh shall without prejudice to any other right or remedy, be at liberty to take further action as per rules/conditions laid down in this tender document. Further, if I/We fail to commence work as specified, I/ We agree that CUHP 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.

Further, I/We agree that in case of forfeiture of Bid Security Declaration 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 University, then I/We shall be debarred for tendering in CUHP in future forever. Also, if such a violation comes to the notice of University before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Performance Guarantee/take action as deemed necessary/as per conditions laid down in the tender document.

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 therefrom 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 of the University/State.

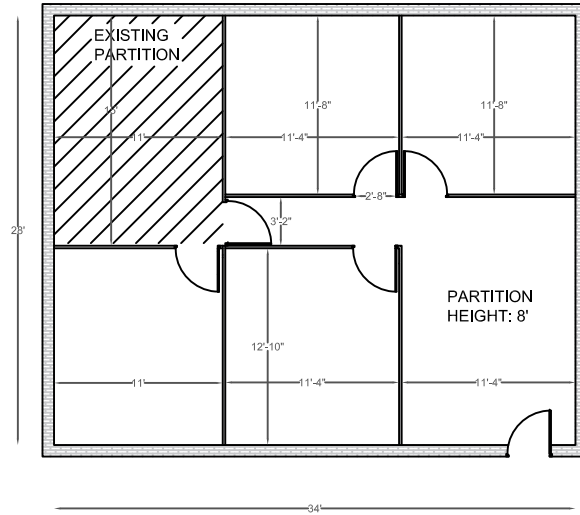
Dated

Signature of Contractor

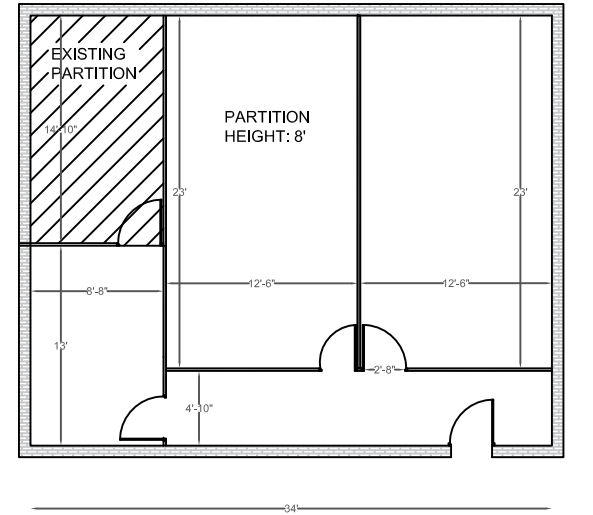
Postal Address:

# PROPOSED LAYOUT PLAN OF ALUMINIUM PARTITIONS AT TAB SHAHPUR

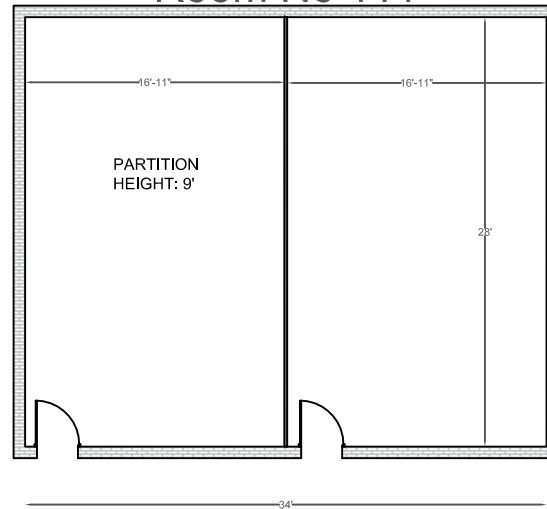
Room No 102



Room No 103



Room No 111



Room No 118

