

SPECIAL CONDITIONS (Qualifying Criteria)

1. Tenderer should be registered with Central Govt./State Govt./PSU/Govt. Undertaking and valid registration certificate should be attached with tender.
2. The tenderers are required to deposit the earnest money as prescribed in the NIT and original copy of EMD Should be attached with tender.
3. Affidavit “for not been debarred/Black listed and required attachments are true and correct and if found fake/ forged, the undersigned will be liable to be inflicted upon the FIR and lawful punishment as well as debaring”.
4. GST Registration should be attached with tender.
5. PAN Card should be attached with tender.
6. UID/Voter ID should be uploaded attached with tender.
7. Character Certificate should be attached.

GENERAL RULES, TERMS & CONDITIONS OF CONTRACT

1. Tenders are invited from the experienced buildings Demolition contractors for the 1. Demolition of Psychological research & service center Building, Krishna Ghat, P.U. Patna, 2. Demolition of T2 Type Quarter at Saidpur Campus, P.U. Patna, 3. Demolition of Batchelor Quarter at Saidpur Campus, P.U. Patna, disposing of unserviceable materials and for giving ‘credit’ to serviceable materials of the buildings. Separate tender will be issued for different work.
2. The existing building is about 40 to 50 years old and (i) Psychological research & service center Building, Krishna Ghat, 716.76 Sqm. RCC & Cement Masonry Structure (ii) T2 Type Quarter at Saidpur Campus, 1600 Sqm. RCC & Cement, Masonry Structure and (iii) Batchelor Quarter at Saidpur Campus, approximate build-up area 1734 Sqm. RCC & Cement Masonry Structure. The area and materials mentioned above are only indicative. The approximate plan of the buildings is available in Works Department, Patna University, Patna Office for verification. The interested parties can inspect the building/site from before participate in tendering.
3. The tenderers shall demolish the complete building structure up to 3rd floor (including flooring of each floor) and other structure, dispose of the debris & other unserviceable material, transporting the same to the Patna Municipal Corporation approved dumping ground/As per direction of E/I with due permissions of the local authorities, at their own cost. After accounting for the cost of demolition, disposal of debris & unserviceable materials as above the tenderers shall quote the maximum amount that can be offered to the University for the serviceable materials.
4. The work is to be completed in all respects within schedule time from the date of handing over the possession of the building. The work shall be commenced within a week from the date for acceptance letter issued by the University Engineer or the date

of handing over of site whichever is later. The time is the essence of the contract and shall be strictly observed by the Contractor.

5. The intending tenderer shall visit the site and make himself thoroughly acquainted with the local site condition, nature and requirement of the works, facilities for transport, nature of labour required, access and storage for materials and removal of wastes. The tenderer should quote taking into account all the site conditions including traffic restrictions for transport etc., for proper execution of the work. The successful tenderer will not be entitled to any claim or/and compensation for difficulties faced or losses incurred, damages suffered on account of any site conditions.
6. The tenderer should quote in figures as well as in words the amount tendered by them, When the contractor signs the tender in an Indian language, the tendered amount should also be written in the same language. In case of illiterate contractors, the amount tendered should be attested by a witness.
7. The tenderers not accompanied by the EMD amount will be summarily rejected.
8. The contractor whose tender is accepted by the University will be required to deposit, within a week from the date of acceptance, an amount equal to **1.25 times the quoted amount inclusive of earnest money**, as total security deposit for the due fulfillment of his contract and sign an agreement for execution of the aforesaid works and shall also pay for all stamps and legal expenses, incidental thereto.
9. The acceptance of the tender will rest with the Patna University which does not bind itself to accept the highest tender and reserves to itself the authority to reject any or all the tenders without assigning any reason. All tenderes in which any of the prescribed conditions are not fulfilled or incomplete in any respect are liable to be rejected. Canvassing in connection with tenders is strictly prohibited. Tenders submitted by the contractors who resort to canvassing are liable for rejection.
10. The Contractor shall conform to the provisions of all local Bye laws and acts relating to the demolition work and to the regulations etc. of the government and Local authorities, Patna Municipal Corporation. The amount should be quoted after taking into account the cost and liabilities for license fees etc, if any, in complying with the regulations of local authorities.

Before actually taking up the demolition of the building, the contractor shall ensure proper dis-connection of Electrical power to the building and disconnection of water supply and sanitary connection to the building.

The contractor shall ensure the safety requirements laid down by the local authority and/or National Building Code. The contractor shall be responsible and should indemnify the University for all injury/damages/death to the workmen, to persons, animals, things, or any other damage to the surrounding properties which may arise from the operations, carelessness, accident or neglect of himself or of any of his workmen/representatives.

The contractor should indemnify the University from any claims, damages, losses on account of any accident, death, injuries suffered by his employees, agents, labourers, assignees or any other outside third parties. In the event of any such claims, it should be at sole responsibility of the contractor. The indemnity bond format is enclosed to this document.

The Contractor shall comply with the provisions of all labour legislations and shall keep the employer saved harmless and indemnified against any claims.

11. The security deposit will be paid back to the contractor after adjusting the credit amount quoted for the serviceable material only after all the demolition work is completed and all the debris/unserviceable materials are cleared from the site to the satisfaction of the University within the stipulated period. If the work is not completed in all respects within the time schedule mentioned, the University will forfeit the security deposit and terminate the contract.

12. All taxes including sale tax or any other tax like work contract tax, turn over tax, etc, in respect of this contract shall be payable by the tenderer and the University will not entertain any claim whatsoever in this respect.

13. The contractor shall give the list of his relatives working with the University along with their designation and address. No employee of the University is allowed to work as a contractor for period of two years from his retirement from university service without previous permission from the University.

The contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be an employee of the University aforesaid.

14. The tender for works shall remain open for acceptance for a period of 30 days from the date of opening of tenders. If any tenderer withdraws his tender before the said period, then the University shall be at the liberty to forfeit Earnest Money paid along with the tender document.

15. The tender document consists of Notice inviting tender, general rules, terms and conditions of contract and tender offer (Technical Bid & Financial Bid). All these components form part of the tender. It is obligatory on the part of the tenderer to tender and sign for all the component parts.
16. The tender for the work shall not be witnessed by a contractor or contractors who himself/themselves has/have tendered for the same work. Failure to observe this condition would render tenders of the contractor tendering as well as witness the tender liable to summary rejection.
17. After successful completion of the demolition of entire building and fully clearing off the debris from site including removing of the RCC columns, etc., the University shall refund to the successful contractor the security deposit in excess of the quoted amount. The completion certificate shall be as certified by University Engineer/Reprehensive in-charge of the Demolition Assignment. The decision of the University shall be final in this regard. In case the contractor fails to complete the demolition works and clear the debris in time, in such an event University shall forfeit the security deposit and shall get the incomplete and unfinished work done through some other agency at the cost of the contractor. Any expenditure incurred by the University in undertaking the incomplete works shall be borne by the Contractor.
18. In the event of any dispute between the University and the Contractor which can 'not be settled mutually, the same shall be resolved under the Arbitrator Act in force by means of appointing a sole arbitrator appointed by the Competent Authority of the University. The decision of the arbitrator shall be final and binding on both the parties.
19. For any clarification/site inspection, the following may be contacted/visited.

(For Sr. No. 1 & 2)
Er. C.B. Chaudhary
Assistant Engineer, (Civil)
Mob. No: 7903413484

(For Sr. No. 3 & 4)
Er. Ratish Kumar Sinha
Assistant Engineer, (Civil)
Mob. No: 9934858260