

NEIGR/ENGG/64/2011

Dated 12<sup>th</sup> December, 2011

To,

THE EXECUTIVE ENGINEER  
NORTH EASTERN INDIRA GANDHI REGIONAL  
INSTITUTE OF HEALTH AND MEDICAL SCIENCES,  
SHILLONG



SUB: TENDER FOR THE WORK: - Repairing of Pot Holes depression and damaged edges including providing 20 mm thick premix carpet over the Black Top surface near Director's quarter and approach road to Guest House

Sir,

I beg to submit my tender for the above mentioned work after going through the details of the tender and duly signed by me for favour of your kind consideration and further disposal.

Encl:

1. Tender paper \_\_\_\_\_ sheets
2. Money Receipt \_\_\_\_\_

Yours faithfully,

Signature of contractor \_\_\_\_\_

Date \_\_\_\_\_

Name of contractor  
(In Block Letters)

Sri/Smti \_\_\_\_\_

Full Postal Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Registration No: \_\_\_\_\_

Contact No: \_\_\_\_\_

**DETAILED TENDER NOTICE**

Sealed tenders in two bid system are invited from registered contractors of PWD/PHE/Estate office (GAD)/MES/MeECL and equivalent class of CPWD for the following work and will be received at the office of the undersigned upto 1500 hrs on 22.12.2011 and will be opened on the same date in the presence of the tenderer(s) or their authorized agent(s) at 1500 hrs.

| Name of work  | Estimated cost (Rs) (approx) | EMD (Rs)  |
|---|------------------------------|-----------|
| Repairing of Pot Holes depression and damaged edges including providing 20 mm thick premix carpet over the Black Top surface near Director's quarter and approach road to Guest House | ₹.2,42,500/-                 | ₹.4,850/- |

**General Conditions of Contract (GCC):**

1. The Tender is a Two Bid System. All technical, commercial documents are to be enclosed in Envelope -1 & only the Price Bid is to be enclosed in Envelope -2.
2. The Tender Reference & name of work is to be mentioned clearly on each envelope.
3. Intermixing of envelopes will tantamount to rejection.
4. The site is located at Mawdiangdiang
5. Time of completion: Two months from the date of issue of commencement order.
6. EMD to be deposited in the form of FD/Call Deposit to be duly pledged in favour of the Financial Adviser, NEIGRIHMS, Shillong.
7. Contractors shall be deemed to have inspected and examined the site of work and its surroundings before submitting the tenders.
8. Tenderers will have to submit attested copy of their registration along with a recent passport size photograph duly attested.
9. Intending tenderers have to quote their rates both in figure and in words on percentage basis at par/above the Meghalaya PWD schedule of rates for Roads 2010-2011. Rates to be quoted separately for Non Schedule Items (if any) as indicated in the Price Bid.
10. The contractor shall not sub-contract the work to sub-contractors or to any single sub-contractor. An undertaking by the contractor shall have to be submitted to this effect.
11. The successful contractor shall provide a performance security for his proper performance of the contract within 7 (seven) days from the date of receipt of letter of award. The performance Security shall be in the form of FD/Call Deposit to be pledged in favour of Financial Adviser, NEIGRIHMS. In case the Performance Security is in the form of Bank Guarantee the same is to be sent to the Financial Adviser, NEIGRIHMS in sealed envelope directly by the issuing Bank along with the forwarding letter indicating BG No. purposed of the BG, etc. The amount of the security shall be 5 % (five percent) of the contract price. The performance security shall be valid until the contractor has executed and completed the works and remedied any defects therein in accordance with the contract. The Performance security shall be returned to the contractor within 14 days from the expiry of the Defect Liability period. If the contractor fails to perform the work as per terms and conditions of the contract, the performance security shall be forfeited.
12. If during the execution of the work the contractor encounters physical obstructions or physical conditions other than climatic conditions on the site, which obstructions or conditions were in his reasonable opinion not foreseeable by the contractor, the contractor shall forth with give notice thereof to the Executive Engineer ©,NEIGRIHMS. On receipt of such notice, the EE shall , in his opinion feel that such obstructions/conditions could not have been reasonably foreseen by the contractor, after due consultation with the contractor determine any extension of time with no financial bearing to which the contractor is entitled.
13. During the execution of the works, the contractor shall keep the site reasonably free from all unnecessary obstructions and shall store or depose of any contractors equipment and surplus materials and clear from the site any wreckage, rubbish or temporary works in consultation with the Sanitary Supt of the Institute.
14. Before issue of any completion certificate, the contractor shall clear away and remove from that part of the site to which the completion certificate relates all contractors' equipment, surplus material, rubbish and temporary works of every kind.
15. The contractor while employing labour should ensure that all the statutory labour laws and regulations are adhered to.

16. In the event of
  - a. The amount or nature of extra or additional work
  - b. Exceptionally adverse climatic conditions
  - c. Other special circumstances which may occur other than through a default or breach of contract by the contractor or for which he is responsible. Being such as fairly to entitle the contractor to extension of time for completion of the works or any section or part thereof, the Institute shall after due consultation with the contractor and subject to clause 12 determine the amount of such extension with no financial bearing and shall notify the contractor accordingly.
17. If the contractor fails to complete the execution and completion of the works as specified in the work order and if extension of time is granted if any in accordance with clause 12 and 16 of the GCC, the contractor shall be bound to pay as liquidated Damages a sum of 0.5 % (percent) per week of delay for such default subject to a maximum of 10 % of the contract price.
19. When whole of the works have been substantially completed, the contractor shall give a notice to the Executive Engineer © of the Institute, accompanied by a written undertaking to finish with due expedition any outstanding work during the defect Liability period. Such notice and undertaking shall be deemed to be a request by the contractor to the EE © to issue a taking over certificate.
20. Defect liability period shall be 3 (three) months calculated from the date of completion of the works certified by the EE © in the completion certificate.
21. If the contractor fails to fulfill any of the obligations under this contract, the Institute shall be at liberty to terminate the contract thereby voiding the contract and will be at liberty to allot the whole work or balance works to any other party at the risk and cost of the first party.
22. All works are to be carried out as per current specification prevailing in the state of Meghalaya (MPWD & CPWD) and when directed by the Institute.
23. In submitting tender the registered contractor should mention registration number and class with full present address and should submit attested copy of the registration certificate.
24. All the relevant documents required to be submitted along with the tender including the EMD should be submitted in the first envelope marked as **Envelope I** and only the price quoted should be submitted in another envelope marked as **Envelope II (form annexed to these conditions)**
25. The Envelopes should clearly indicate the name of work, name, address and contact number of the contractor. Tenders not submitted in the said format will be rejected.
26. Every page of the tender paper to be signed by the contractor as a token of acceptance of the terms and conditions before submission of tender, failing which the tender will be rejected.
27. **Average Annual Financial Turnover** during the last three years ending 31<sup>st</sup> March of the previous financial year should be at least **30 % of the estimated cost**.
28. Parties should have the experience of having successfully completed similar works during the last 7 (seven) years ending last day of month previous to the one in which applications are invited should be either of the following.:(a).**Three similar completed works** costing not less than the amount equal to **40% of the estimated cost** or (b) **Two similar completed works** costing not less than the amount equal to **50 % of the estimated cost** or (c) **one** similar completed **work** costing not less than the amount equal to **80 % of the estimated cost**. Documentary proof in the form of completion certificates only are to be enclosed failing which the tender will be non responsive.
29. Completion Certificates are to be signed by Officers not below the rank of Executive Engineers.
30. Completion Certificates should indicate the items of works executed along with the date of award of work & time of completion as per work order & actual time of completion **(FORMAT –A)**
31. Running payments can be made to the contractor subject to certification by the Executive Engineer (C) after completion of about 50 % of the work and final payment will be paid after completion of the work after due certification and satisfaction of the Executive Engineer (C).
32. Parties to submit latest VAT clearance certificate.
33. Parties to submit PAN Card
34. Rates once accepted will not be enhanced due to variation in the rate of materials, labour and Government taxes.
35. No tools and plants will be supplied by the Institute
36. No materials will be supplied by the Institute.
37. Contractors should clearly mention the name of work for which they are quoting for in both the Envelopes.
38. While submitting price bids, contractors should not use correction fluid. Price bids where correction fluid has been used will not be accepted.
39. The quoted rates shall be firm ,fixed and binding on the contractor irrespective of any variation in the quantities stated in the contract upto  $\pm$  20 % variation of the contract value as a whole.

40. Successful Non –Tribal tenderers should submit the valid Trading license within 7 (seven) days from the date of issue of preliminary work order.
41. Any dispute arising out of the contract shall be settled by the Director, NEIGRIHMS.
42. The specifications and mode of measurement for civil works shall be in accordance with PWD/CPWD specifications unless otherwise specified.
43. If there is any excess payment on any item etc made to the contractor, the contractor shall not hesitate to cooperate in adjusting / deducting the same from either the running bills or final bills.
44. The rates written in words shall prevail in case of any variation between the rates mentioned in figure and in words.
45. The Institute reserves the right to accept or reject any or all tenders without assigning any reason thereof
46. All the above requirements are compulsory for fulfillment as part of the tenders failing which tenders will be rejected.
47. All documents, registrations should be valid as on the date of tender.
48. In the event of responsive parties quoting same rates, the Institute will have the right to decide on the allotment of the work to any of the party/parties ***based on the experience/credentials of the work in question.***
49. Meghalaya Value added tax, as applicable will be deducted from the bills of the contractor.
50. The rate quoted for the additional/non-scheduled item should be quoted as per the price bid format annexed to this tender failing which tenders will be rejected.
51. Parties to submit the list of technical staff with at least one experienced Junior Engineer-Civil (Diploma). Attested copy of diploma/degree certificates to be enclosed. Undertaking in the form of affidavit to be submitted.
52. The parties to furnish an affidavit on a non-judicial stamp paper that there is no police/vigilance/CBI case pending against them.
53. Tender documents can be downloaded from the Institute's website [www.neigrihms.nic.in](http://www.neigrihms.nic.in) .Downloaded tender documents will have to be accompanied with a ***DD/bankers cheque of `500.00 pledge in favour of Financial Adviser, NEIGRIHMS towards the cost of the tender.***
54. The Party shall be responsible for the safety of all its workmen/employees during the period of execution of the work. The party shall provide all safety materials, gadgets, equipments etc to all its workmen/employees to ensure their safety during execution of the work. The Institute shall not be held responsible in case of any accidents, mishaps etc to the party and its employees
55. Any delay in completion of the works beyond the stipulated date due to reasons attributable to the contractor may eventually lead to cancellation of letter of award for which the contractor is not entitled to any compensation. The cancellation of letter of award would lead to forfeiture of performance security.
56. Labour cess at 1% shall be deducted from the bill of the contractor as per order No LGB/125/96/Pt-I/172 dated 30.3.2011 of the Labour Department Govt of Meghalaya.
57. If any statutory tax/deduction/recovery is notified by the State/Central Govt, the same shall be deducted from the bill of the contractors as applicable from its effective date of coming into force.
58. ***Filling of tender forms inside the Institute's premises is strictly prohibited.***

Executive Engineer (Civil)  
NEIGRIHMS

Copy to: Accounts officer for information

**Check List of documents to be submitted along with the tender:**

**Envelope I**

1. Earnest money Deposit
2. Attested copy of registration and a recent passport size photograph duly attested .
3. Undertaking not to sub-let the work.  
(format enclosed with the tender)
4. Valid Trading license in case of non-tribal contractors.
5. Pan Card.
6. Latest Vat Clearance certificate
7. Documentary proof of work orders, completion certificates as specified in clause 29 of the GCC.
8. Tender papers to be signed on all pages.
9. The Envelopes should clearly indicate the name of work, name, address and contact number of the contractor.
10. FORMAT – A
11. Average Annual Financial Turnover during the last three years
12. List of technical staff with undertaking
13. Affidavit of no vigilance/police/CBI case pending against them

**Envelope II**

1. Price bid (format enclosed with the tender)

FORM OF UNDERTAKING

To

The Executive Engineer (Civil)  
NEIGRIHMS

Sub: Repairing of Pot Holes depression and damaged edges including providing 20 mm thick premix carpet over the Black Top surface near Director's quarter and approach road to Guest House

Sir,

With reference to the above, I hereby undertake not to sublet the work cited above, if the work is allotted to me.

Date:

Name of contractor:

Signature and seal:

FORMAT - A.

1. Name of Contractor: - .....
2. Name of work completed: - .....
3. Agreement No: - .....
4. Name of Division in which work was executed: - .....
5. Tender Cost: - .....
6. Stipulated date of Start (as per w/o):- .....
7. Stipulated date of Completion (as per w/o):- .....
8. Actual date of Completion: - .....

Signature of Contractor

\*\*Signature of Officer issuing the C/Certificate

\*\* (Officer should not be lower than the rank of Executive Engineer – Civil)

**BEFORE THE MAGISTRATE FIRST CLASS IN SHILLONG  
AFFIDAVIT**

I, Shri \_\_\_\_\_, son of Shri \_\_\_\_\_  
aged about \_\_\_\_\_, resident of \_\_\_\_\_  
do hereby solemnly affirm and declare on oath as follows:-

1. That I am a bonafide citizen of India and a permanent of the above – mentioned address.
2. That I am a registered contractor, with \_\_\_\_\_vide Reg. No. \_\_\_\_\_.
3. That there is no police / vigilance/ CBI case pending against me/ firm.
4. That I have not been blacklisted in the past by any Government or Private Organization.
5. That the instant affidavit is sworn in for the purpose of giving a declaration of the aforesaid facts and for all other purpose and intents.
6. That the statements made herein above are true to the best of my knowledge, belief and information.

DEPONENT

Solemnly affirmed and declared before me the Deponent above named who is identified by \_\_\_\_\_  
Advocate, Shillong on this the \_\_\_\_\_ at Shillong.

Identified by:

MAGISTRATE FIRST CLASS  
SHILLONG

(Advocate, Shillong)

Price Bid: To be submitted in Envelope II

Name of the Work: - Repairing of Pot Holes depression and damaged edges including providing 20 mm thick premix carpet over the Black Top surface near Director's quarter and approach road to Guest House

| Sl No | Item No. | Description   | Unit | Qty    | Rate to be Quoted by the contractor At PAR / ABOVE the MPWD SOR 2010 - 2011 |
|-------|----------|---|------|--------|---|
| 1     | 9.13     | Providing built up spray grout 75mm nominal thickness (as base course) with stone aggregates as specified in table 500-6 of IRC specifications both for course aggregates and key aggregates etc  | Sqm  | 4.69   |   |
| 2     | 8.4      | Collection and supply of hard stone metal (aggregates) 22.4mm to 53mm size graded as per IRC specifications, etc  | Cum  | 0.46   |   |
| 3     | 8.7      | Collection and supply of hard granulated stone chips (cover material) as per IRC specifications conforming to all tests as per IS:2386 pt IV obtained by granulating from the very hard stone like granite, blue whim stone, basalt, etc (a) 13.20mm size   | Cum  | 14.13  |   |
| 4     | 8.7      | (b) 11.2mm size   | Cum  | 7.06   |   |
| 5     | 8.7      | (c) 6.7mm size  | Cum  | 7.06   |   |
| 6     | 9.5      | Providing 20mm thick premix carpet (open graded) using 0.18m <sup>3</sup> /10m <sup>2</sup> of 13.2mm size stone chips and 0.09m <sup>3</sup> /10m <sup>2</sup> of 11.2mm chips including thorough cleaning of the surface etc. (B) Over existing black topped surface                                      | Sqm  | 785.00 |   |
| 7     | 9.9      | Providing premixed seal coat on black topped surface using 6.7mm chips @ 0.09m <sup>3</sup> /10m <sup>2</sup> including thoroughly cleaning the surface etc;  | Sqm  | 785.00 |   |
| 8     | 10.2     | Extra for carriage of earth, sand, stone aggregate, stone chips, building stone, mawthup, blindage, etc beyond the 4 initial load of 200 m including loading and unloading (a) Stone/metal/chips: Quarry at Laitkor, distance = 22 Kms, 1 <sup>st</sup> Km quarry road and the remaining 21 Km surface road | Cum  | 28.71  |   |

Name of Contractor:

Signature: