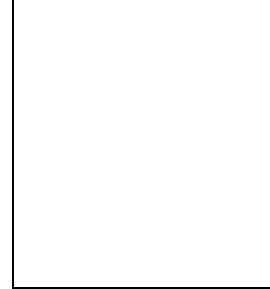


No. NEIGR/ENGG/94/2017/

Dated 12th December, 2017

To,

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



SUB: TENDER FOR THE WORK: - Annual Rate Contract for civil works in the A, B, C and D type Quarters - Group – III

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:

3. Tender paper _____ sheets
4. 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 item rate limited 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 1400 hrs on **22.12. 2017** and will be opened on the same date in the presence of the tenderer(s) or their authorized agent(s) at 1430 hrs.

Name of work	Estimated cost (Rs) (approx)	EMD (Rs)
Annual Rate Contract for civil works in the A, B, C and D type Quarters - Group – III	Rs.20,00,000/-	Rs.40,000/-

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 No. & 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: 1 (one) month 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 Deputy Director (Admn), 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. 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.
10. 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 Deputy Director (Admn), NEIGRIHMS. In case the Performance Security is in the form of Bank Guarantee the same is to be sent to the Deputy Director (Admn), 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.
11. 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 (Civil), NEIGRIHMS. On receipt of such notice, the Executive Engineer (Civil) 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.
12. During the execution of the works, the contractor shall keep the site reasonably free from all unnecessary obstructions and shall store or dispose 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.
13. 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.
14. The contractor while employing labour should ensure that all the statutory labour laws and regulations are adhered to.
15. 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 11 determine the amount of such extension with no financial bearing and shall notify the contractor accordingly.

21. 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 11 and 15 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 5 % of the contract price.
22. When whole of the works have been substantially completed, the contractor shall give a notice to the Executive Engineer (Civil) 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 Executive Engineer (Civil) to issue a taking over certificate.
23. Defect liability period shall be 6 (six) months calculated from the date of completion of the works certified by the Executive Engineer (Civil) in the completion certificate.
24. 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.
25. 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.
26. 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.
27. 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)**
28. 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.
29. 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.
30. **Average Annual Financial Turnover** during the last three years ending 31st March of the previous financial year should be at least **30 % of the estimated cost**. Tenderer to submit Financial Statement from Chartered Accountant as per **FORMAT – B**.
31. 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.
32. Completion Certificates are to be signed by Officers not below the rank of Executive Engineers.
33. 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)**
34. Running payments can be made to the contractor subject to certification by the Executive Engineer (Civil) 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 (Civil).
35. Parties to submit PAN Card
36. Rates once accepted will not be enhanced due to variation in the rate of materials, labour and Government taxes.
37. No tools and plants will be supplied by the Institute
38. No materials will be supplied by the Institute.
39. Contractors should clearly mention the name of work for which they are quoting for in both the Envelopes.
40. While submitting price bids, contractors should not use correction fluid. Price bids where correction fluid has been used will not be accepted.
41. The quoted rates shall be firm, fixed and binding on the contractor irrespective of any variation in the quantities stated in the contract upto ± 10 % variation of the contract value as a whole.
42. Successful Non –Tribal tenderers should submit the valid Trading license within 7 (seven) days from the date of issue of preliminary work order.
43. Any dispute arising out of the contract shall be settled by the Director, NEIGRIHMS.
44. The specifications and mode of measurement for civil works shall be in accordance with PWD/CPWD specifications unless otherwise specified.
45. 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.

46. The rates written in words shall prevail in case of any variation between the rates mentioned in figure and in words, in applicable cases.
47. The Institute reserves the right to accept or reject any or all tenders without assigning any reason thereof
48. All the above requirements are compulsory for fulfillment as part of the tenders failing which tenders will be rejected.
49. All documents, registrations should be valid as on the date of tender.
50. Govt. taxes and duty as applicable will be deducted from the bills of the contractor.
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.gov.in or www.eprocure.gov.in.**
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 as applicable 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. The contractor is to register with the Labour Department for the work and the registration certificate has to be submitted, failing which the bill cannot be processed
58. 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.
59. **Filling of tender forms inside the Institute's premises is strictly prohibited.**
60. The party who is allotted with the work, will have to sign on the measurement book as a token of acceptance of the measurement.
61. **Tenders sealed with wax; brown tape; etc only will be accepted. Stapled tenders will be rejected.**

Executive Engineer (Civil)
NEIGRIHMS

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

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. GST registration certificate
7. Documentary proof of work orders, completion certificates as specified in clause 27 of the GCC.
8. Tender papers to be signed on all pages.
9. FORMAT – A
10. Average Annual Financial Turnover during the last three years as per FORMAT - B
11. List of technical staff with Undertaking in the form of affidavit
12. Affidavit of no vigilance/police/CBI case pending against them

FORM OF UNDERTAKING

To

The Executive Engineer (Civil)
NEIGRIHMS

Sub: Annual Rate Contract for civil works in the A, B, C and D type Quarters - Group – III

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)

FORMAT B

FINANCIAL STATEMENT

SL NO	FINANCIAL PERIOD	AMOUNTS IN LAKHS
1.	2014 – 2015	
2.	2015 – 2016	
3.	2016 – 2017	

SIGNATURE OF
CONTRACTOR

SIGNATURE OF
CHARTERED ACCOUNTANT

**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: - Annual Rate Contract for civil works in the A, B, C and D type Quarters - Group – III

SI No	Description	Unit	Quantity	Rate to be quoted by the contractor AT PAR or ABOVE the prevailing Scheduled of Rates
1	Annual Rate Contract for civil works in the A, B, C and D type Quarters - Group – III	Lumpsum	1	

Note: Price evaluation will be done on Percentage basis