



North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences
(An Autonomous Institute, Ministry of Health and Family Welfare, Government of India)
Director's Block, Mawdiangdiang, Shillong 793 018 (Meghalaya)
Website: www.neigrihms.gov.in

Tender No: NEIGR/ENGG/32/2023 ; Dated: 27th April, 2023

TENDER /BID DOCUMENT

**ONLINE OPEN E- TENDER ARE INVITED FROM REGISTERED CONTRACTORS OF
PWD/ PHE/ ESTATE OFFICE (GAD)/ MES/ MeECL AND EQUIVALENT CLASS OF
CPWD FOR THE ANNUAL RATE CONTRACT FOR CIVIL WORKS IN THE D - TYPE
QUARTERS - GROUP – IV
(e -Procurement)**

| | |
|---|-------------------------|
| BID Document Downloading Start Date | 1400 hours of 27.4.2023 |
| Last Date and Time for Submission of Bid Document Online: | 1400 hours of 17.5.2023 |
| Last date and Time of Receipt of Earnest Money Deposit (hard copies): | 1400 hours of 17.5.2023 |
| Date and Time of Opening of Techno -Commercial Bids: | 1400 hours of 18.5.2023 |
| Cost of Earnest Money Deposit (EMD): | Rs.40,000.00 |

Bidders /Tenderers can download the tender /bid document from Central Public Procurement Portal website at www.eprocure.gov.in Bidders /Tenderers are required to submit their bid online by uploading all the relevant documents through www.eprocure.gov.in

Tender document can also be downloaded from the Institute's website at www.neigrihms.gov.in For further details regarding amendment /addendum /extension please visit website: www.eprocure.gov.in and www.neigrihms.gov.in

In the event of the date being declared as a closed holiday for purchaser's office, the due date for submission of bids online and opening of bids online will be the following working day at the appointed time.

DETAILED TENDER NOTICE

Online tenders in two bid systems are invited from registered contractors of PWD/PHE/Estate office (GAD)/MES/MeECL and equivalent class of CPWD etc for the following work.

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

General Conditions of Contract (GCC):

1. Bidders /Tenderers would be required to register on the Central Public Procurement Portal at www.eprocure.gov.in, using a valid Digital Signature Certificate (DSC) and valid email address to be able to participate in the bidding process. On registration with the Portal they will be provided with a user id and password by the system through which they can submit their bids online.
2. Digital Signature Certificate (DSC) may be obtained from any authorized agencies registered with the Certifying Authority (CA), through National Informatics Center (NIC) in India.
3. Bidders /Tenderers can download the bid document from Central Public Procurement Portal website at www.eprocure.gov.in Bidders /Tenderers are required to submit the bid online by scanning and uploading all the relevant documents through www.eprocure.gov.in
4. Tender document can also be downloaded from the Institute's website at www.neigrihms.gov.in For further details regarding Amendment /Addendum /Extension please visit website: www.eprocure.gov.in and www.neigrihms.gov.in
5. **Earnest Money Deposit (EMD) in the form of Call deposit, Banker's Cheque, Fixed deposit or Demand draft, drawn in favour of Deputy Director (Admn.), NEIGRIHMS, Shillong** or Bank Guarantee of any Scheduled Bank, shall be scanned and submitted online, along with the Techno-commercial bid (Un priced Bid), within the period of tender online submission date and time and the original (hard copy) should be sent to Executive Engineer (Civil), Director's Block, Mawdiangdiang, NEIGRIHMS, Shillong -793018 within the stipulated date and time.
6. The technical bids will be opened online by a committee of members duly constituted for the purpose at the time and date as specified in the tender document. All statements, documents, certificates, proof of EMD /Tender fee /Affidavits, etc uploaded by the bidders will be verified and downloaded for technical evaluation and the result of technical bid evaluation will be displayed on www.eprocure.gov.in which can be seen by all bidders who participated in the tender.
7. The bidders should download the **BoQ.xls** from CPP Portal and filled in the blank spaces provided for mentioning the name of bidder and rates. Bidders need not modify any other text or background shown in the BOQ template or replace it with any other copy of same **BOQ in .xls format**. NEIGRIHMS /Central Public Procurement Portal (www.eprocure.gov.in) will accept the BOQ template only and hence the rate should not be quoted in any other place except BOQ template.
8. The Financial bid (price bid) i.e. Bill of Quantity (BOQ) of only technically qualified bidders will be opened online by a committee of members and the result will be displayed on the www.eprocure.gov.in which can be seen by all bidders who participated in the tender.
9. Price evaluation will be done on Percentage basis
10. Rates will be paid on the basis of the Schedule of Rates of MPWD for buildings 2020-2021 and for non scheduled items the rates will be as per analysis base on market rates.
11. The site is located at Mawdiangdiang
12. The ARC is valid for 1 (one) year from the date of issue of Letter of Award or till the finalization of the new tender whichever is later. Time of completion will be based on Commencement order issued from time to time.
13. Contractors shall be deemed to have inspected and examined the site of work and its surroundings before submitting the tenders.
14. Tenderers will have to submit copy of their registration.
15. 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.
16. 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.

17. 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.
18. 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.
19. 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.
20. The contractor while employing labour should ensure that all the statutory labour laws and regulations are adhered to.
21. 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.
22. 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 16 and 20 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.
23. 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.
24. Defect liability period shall be 6 (six) months calculated from the date of completion of the works certified by the EE @ in the completion certificate.
25. The contractor shall employ adequate manpower to meet the requirements of various works assigned under the Annual Rate contract works. Any delay on account of shortage of deployment of labour will be liable for deduction of LD as per clause 22 of the tender terms and conditions
26. 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.
27. 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.
28. **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**.
29. 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.
30. Completion Certificates are to be signed by Officers not below the rank of Executive Engineers.
31. 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)**
32. 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).
33. Parties to submit PAN Card, G S T Certificate etc
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. 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 25 % variation of the contract value as a whole.

38. Successful Non –Tribal tenderers should submit the valid Trading license within 14 (fourteen) days from the date of issue of preliminary work order.
39. Any dispute arising out of the contract shall be settled by the Director, NEIGRIHMS.
40. The specifications and mode of measurement for civil works shall be in accordance with PWD/CPWD specifications unless otherwise specified.
41. 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.
42. The Institute reserves the right to accept or reject any or all tenders without assigning any reason thereof
43. All the above requirements are compulsory for fulfillment as part of the tenders failing which tenders will be rejected.
44. All documents, registrations should be valid as on the date of tender.
45. Meghalaya Value added tax / Goods and Service Tax as applicable will be deducted from the bills of the contractor.
46. 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.
47. The parties to furnish an affidavit on a non-judicial stamp paper that there is no police/vigilance/CBI case pending against them.
48. 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
49. 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.
50. Experience are invited from Contractors preferably working in Hospital
51. 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
52. Contractors who engage / employ five or more Inter State Migrant Workmen is required to obtain a license from District Labour Office, East Khasi Hills, Shillong as per prevailing labour laws applicable in the State.
53. 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.
54. The party who is allotted with the work, will have to sign on the measurement book as a token of acceptance of the measurement.
55. Bidders should note that the above terms and conditions will apply specifically in addition to the rules / regulations applicable to works in the Government of India.
56. All rules of GFR will be applicable
57. Wherever relevant, water charges @ 1% on the Order value will be applicable

Sd/
Executive Engineer (Civil)
NEIGRIHMS

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

| SI No | Documents | Remarks |
|--------------|---|----------------|
| 1 | Earnest money Deposit | |
| 2 | Copy of registration | |
| 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 | G S T certificate | |
| 7 | Valid Labour License | |
| 8 | Documentary proof of work orders, completion certificates as specified in clause 27 of the GCC. | |
| 9 | Completion certificates as per 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 D - type Quarters - Group – IV

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. | 2020 – 2021 | |
| 2. | 2021 – 2022 | |
| 3. | 2022 – 2023 | |

SIGNATURE OF
CONTRACTOR

SIGNATURE OF
CHARTERED ACCOUNTANT

I, Shri _____, son of Shri _____
_____ aged about _____, resident of

_____ do hereby solemnly affirm and declare on oath as follows:-

- DEPONENT

Identified by:

(Advocate, Shillong)

Bill of Quantity

Name of the Work: - Annual Rate Contract for civil works in the D - type Quarters - Group – IV

| SI No | Description | Unit | Quantity |
|-------|---|---------|----------|
| 1 | Annual Rate Contract for civil works in the D - type Quarters | Lumpsum | 1 |

Note: Price evaluation will be done on Percentage basis