

PART –I: TECHNICAL BID.

**GOVERNMENT OF INDIA
DEPARTMENT OF SPACE
NORTH EASTERN SPACE APPLICATIONS CENTRE
CONSTRUCTION & MAINTENANCE DIVISION
UMIAM-793 103, MEGHALAYA.**

TENDER NOTICE NO. DIR/NESAC/CMD/C/02/2011-2012,Dt.:27.01.2012

Sealed item rate tenders in “**Two Bid System**” (Technical Bid and Price Bid) are invited on behalf of the President of India by the Director, North Eastern Space Applications Centre, Department of Space, Govt. of India, Umiam-793103, Meghalaya, from the contractors on the approved lists of Civil Engineering Division/Deptt. of Space, registered Contractors of Central PWD or MES or Railways or State PWD’s etc. for the following work:

- (i) Name of Work: **Horticulture and Landscaping works involving preparation of bed such as trenching, leveling & dressing of earth, mixing good quality soil and manure including planting of grass for making lawn in designated locations adjacent to existing lawn (South) & open amphitheatre area at NESAC Office Complex, Umiam, Meghalaya.**
- (ii) Estimated Amount(Approx.): **₹ 2,95,000/- (Rupees Two Lakh Ninety Five Thousand only)**
- (iii) Earnest Money Deposit(EMD): **₹. 5,910/- (Rupees Five Thousand Nine Hundred & Ten) only**
- (iv) Period allowed for Completion of work: **45 (forty five) days.**
- (v) Cost of Tender Documents: **₹. 500/- (Rupees Five Hundred) only (non-refundable)**

Tender documents can be downloaded from the website: www.nesac.gov.in from **01.2.2012 to 07.02.2012 upto 1500 hrs.** Downloaded tender documents shall have to be accompanied with Demand Draft/Banker’s Cheque of ₹. 500/- (Rupees Five Hundred only) towards the cost of tender documents duly pledged in favour of Director, NESAC. Tenders not accompanied with the Cost of tender will summarily be rejected.

Tenders will be received at the office of the undersigned upto **1430 hrs.** on **10.02.2012** and will be opened on the same date at 1500 hrs. in the presence of the intending tenderer (s) or their authorized representatives if any.

Earnest Money Deposit (EMD) in the form of Demand Draft/Banker’s Cheque, etc., from Scheduled/Nationalized Banks drawn in favour of **Director, NESAC**, Department of Space, Umiam should be submitted along with the tender. Tenders not accompanied with the Earnest Money Deposit are liable to be rejected.

**Sd/-
Director, NESAC
Umiam, Meghalaya**

Name of Work: Horticulture and Landscaping works involving preparation of bed such as trenching, leveling & dressing of earth, mixing good quality soil and manure including planting of grass for making lawn in designated locations adjacent to existing lawn (South) & open amphitheatre area at NESAC Office Complex, Umiam, Meghalaya.-reg..

TERMS AND CONDITIONS

1. Tenders should strictly be submitted in two separate sealed cloth lined covers one super scribing "TECHNICAL BID" and other "PRICE BID" . Both covers shall be put in another sealed cloth line cover superscribing the Name of work, NIT number and name of Tenderer. The earnest money deposit (EMD) indicated above shall be enclosed to "TECHNICAL BID".
2. All relevant documents required to be submitted along with the tender should be enclosed in the "TECHNICAL BID" cover/ envelope. Tender documents mentioning 'PRICE BID' only should be put in "PRICE BID" cover/envelope.
3. Earnest Money Deposit (EMD) amounting to **₹5,910/** (Rupees Five Thousand Nine Hundred & Ten) only shall be deposited in the form of Crossed Demand Draft or Fixed Deposit Receipt from any Scheduled Bank/Nationalized Bank, to be drawn in favour of Director, NESAC, Umiam. **Tenders not accompanied with EMD will summarily be rejected.** EMD to the un-successful tenderers will be released/ refunded only after issue of work order
4. Price Bids of the tenderers who have been technically qualified alone shall be opened.
5. It will be obligatory on the part of the tenderer to sign all the pages of tender document affixing his stamp including the drawings attached if any, which must be returned along with the tender.
6. As said above, tender which should always be placed in sealed covers super scribed with the name of work, etc will be received by the Director, NESAC upto 14.30 hrs on **10.02.2012** and will be opened by him in his office on the same day at 1500Hrs in the presence of the tenderers or their representatives who would like to be present. In case the date of receipt and opening of tender is declared holiday by the Government of India for any reason, the tenders will be received and opened on the next working day
7. In case of Contractors in the approved list of State PWD, CPWD or MES, etc., evidence/documentary proof showing the appropriate and eligible class to which they belong i.e. attested copy of their registration certificate along with a recent passport size photograph shall have to be submitted along with tenders.
8. Tenderers should quote the rates on the proper form of the tender alone i.e. space provided in schedule of quantities of this tender document (i.e.in the PRICE BID) only. Tenders not submitted in the prescribed forms are liable to be rejected.
9. 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 be taken as correct.
10. If the amount of an item is not worked out by the Contractor or it does not correspond with the rate written either in figures or words, then the rate quoted by the Contractor in words shall be taken as correct.
11. Where the rates quoted by the Contractor in figures and in words tally but the amount is not worked out correctly the rate quoted by the Contractor will be taken as correct and not the amount.
12. In the event no rate has been quoted for any item(s), leaving space both in figure(s), word(s) and amount in 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.
13. In the event of responsive parties quoting same rates, the Department will have the right to decide on the allotment of work to any of the responsive party/ parties without assigning any reasons thereof.
14. Rates once quoted shall be firm, fixed, un-revisable 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.
15. Tenders should be valid for at least 60 days from the date of opening of tenders.

16. If any tenderer withdraw his tender after the tender is opened within the validity period or makes any modifications in the terms and conditions of the tender which are not acceptable to the Department, then the Government shall without prejudice to any/or other right or remedy be at liberty to forfeit 50% (Fifty Percent) of the earnest money absolutely.
17. The work shall be done strictly as per drawings and specifications. The wordings “as per specifications” shall mean specifications for Civil works & PH works of CED, Department of Space or CPWD/State PWD specifications or ISI specifications in the same order of precedence. In the absence of particular specifications for the item of work in any one of the documents mentioned, the decision of Engineer-in-charge is final.
18. The Department also reserves the right to alter the scope/reduce quantum of work before issue of work order and the tenderer shall not have any claim what so ever on this account
19. The contractor shall not sub-let the work to sub-contractor(s). An undertaking by the contractor shall have to be submitted to this effect. (Annexure-I)
20. The entire work is to be completed within **45 (Forty five) days** in accordance with the time schedule indicated in the tender from the date of issue of work order. The period includes monsoon periods also.
21. The rate of compensation for delay in completion of work is 0.5% per week subject to a maximum of 10% of the tendered value of work.
22. The contractor has to follow strictly the Government Labour Acts, which are in force at present and should ensure that all statutory labour laws and regulations are adhered to. All necessary arrangements for labour will have to be made by the contractor.
23. All rules and regulations relating to safety of the workers/ labourers should strictly be followed by the contractor.
24. For carrying the work on Sundays and Holidays or during night, proper permission will have to be obtained from the Administrative Officer.
25. Materials required for the works shall be procured by Contractors from their own resources. The contractor has to make own arrangement for the use of electricity and water for the purpose.
26. The acceptance of the tender will rest with the Director, NESAC who does not bind himself to accept the lowest or any other tender. No reasons will be furnished for the acceptance or rejection of any tender.
27. Canvassing in connection with tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
28. The contractor shall submit the list of works which are in hand/progress(if any), in the following form:

Name of Work	Name & Address of the establishment under whom the work is being executed	Value of the work	Completion time as per the contract	Position of the work in progress	Remarks

29. The contractor shall also submit experience certificate of having successfully completed civil works during the last 7 (seven) years. Documentary proof in the form of certificate/ work order(s) to be signed by officer not below the rank of Executive Engineer is to be enclosed.
30. The tenderer shall submit along with the tender attested copies of the following documents : (i) Valid registration with any State/Central/Public Sector Organisation. (ii) Labour Licence from the competent authority. (iii) Valid Income Tax clearance certificate. (iv) Latest VAT clearance certificate. (v) PAN Card. (vi) TIN/TAN and all other documents as required.
31. Non-Tribal contractors should produce/ furnish valid “Trading License” issued by the competent authority for undertaking work in Meghalaya as per the extant rules of statutory authority; without which tender shall be disqualified.

32. The contractors engaging more than 5(five) labourers from outside the State, should get themselves registered in the Labour Department.
33. The contractor should obtain all necessary license, certificates, any other documents relevant to construction like KHADC Professional Tax Clearance Certificate, etc.
34. The successful contractor shall provide a performance guarantee in the form of Bank Guarantee/Fixed Deposit/ Call Deposit, etc.to be pledged in favour of Director, NESAC for his performance of the contract within 7 (seven) days from the date of receipt of letter of award. The amount of performance guarantee shall be 5 % (five percent) of the tendered value. The performance guarantee 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 contract, the performance guarantee shall be forfeited.
35. During execution of the works, the contractor shall keep the site reasonably free from all unnecessary obstructions. All equipments/ materials shall be kept/ stored properly in consultation with the Engineer-in-Charge. The contractor should remove and clear all surplus materials, trashes, temporary works, etc. from the construction site after completion of the work; failing which 'completion certificate' will not be issued.
36. The tenderer is expected to have good experience in such kind of civil works and must be sure of: (i) completing the work as per schedule given (ii) providing adequate labour and other resources to do the work with requisite quality, speed and efficiency (iii) providing adequate supervision for works by qualified persons (iv) providing adequate plant and machinery as applicable
37. When whole of the works have been substantially completed, the contractor shall give a notice to the Engineer-in-Charge 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 Engineer-in-Charge to issue a taking over certificate.
38. Defect Liability Period shall be 3 (three) months calculated from the date of completion of the work certified by the Engineer-in-Charge in the completion certificate.
39. Payment terms are full payment within 30 days from the date of completion of work. Our Bankers are State Bank of India, Shillong/ Umiam.
40. Security Deposit of 5 %(five percent) shall be deducted from the bills of the contractor and shall be released after expiry of the defect liability period.
41. VAT, ST/IT, CESS, etc. as applicable shall be deducted from the bills of the contractor.
42. Any tender which does not fulfill any of the prescribed conditions or is incomplete in any respect or put forth any condition by the tenderer, including that of conditional rebates will be liable to be rejected. However, tenders with unconditional rebate will be acceptable.
43. The tenderers/ contractors shall be abided by the terms and provisions of the Department booklet and pamphlets superscribed as 'General Rules and Directions for Guidance of Contractor' , 'General Directions and Conditions of Contract', 'Additional Conditions', 'Special Conditions' of Contract' with all corrections/changes appended to the document, whenever required.
44. Arbitration: Disputes, if any, shall be settled mutually; failing which, it shall be referred to a One- Man Arbitrator to be appointed by Director, NESAC in accordance with the Arbitration and Conciliation Act 1966, whose decision shall be final and binding on both the parties.
45. The Director, NESAC reserves the right to accept or reject any tender without assigning any reason (s) thereof.

Sd/-
Director, NESAC
Umiam, Meghalaya.

Name of Work : Horticulture and Landscaping works involving preparation of bed such as trenching, leveling & dressing of earth, mixing good quality soil and manure including planting of grass for making lawn in designated locations adjacent to existing lawn (South) & open amphitheatre area at NESAC Office Complex, Umiam, Meghalaya.-reg.

Item Rate Tender for Works.

I/We hereby tender for the execution for the work specified in the under Written Memorandum within the time/s specified in such Memorandum at the rates specified in the attached schedule of quantities on page PRICE BID and in all respects with these specifications, design, drawings and instructions in writing referred to in Rules here of and in clause 11 of the General Conditions of Contract and with such materials as provided for by and all other respects in accordance with such conditions so far as applicable.

Memorandum.

- a) General description (if several sub-works are included they should be detailed in a separate list):

- b) Estimated cost: ₹.
- c) Earnest Money Deposit: ₹ .
- d) Security Deposit(including Earnest Money): **5 (Five) %** of tendered value of work
- e) Percentage, if any to be deducted % from bill : **5 (Five) %** of tendered value of work
- f) Time allowed for the work from the date of written order to commence the work:.....

Should this tender be accepted in whole or in part, I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions annexed here to and all the terms and provisions contained in NIT, and in the pamphlets named “**General Directions and Conditions of Contract**”, “**Additional Conditions**”, “**Special Conditions**” which have been read by me/us and explained to me/us so far as applicable or in default there of to forfeit and pay to the Director or the successors in Office the sums of money mentioned in the said conditions.

A sum of ₹ is hereby forwarded by crossed Demand Draft, Fixed Deposit, Bank Guarantee by approved Scheduled Bank, Call Receipt of a Scheduled Bank guaranteed by the Reserve bank of India as Earnest Money.

If I/We fail to commence the work specified in the above Memorandum, I/We agree that the Director or his successors in office shall, without prejudice to any other right or remedy be at liberty to forfeit the said EMD absolutely otherwise the said EMD shall be retained by him towards security deposit mentioned in the above Memorandum.

I/We agree to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviation as may be ordered subject to the condition of clause 12 of General Conditions of Contract.

I/We agree that should I/We fail to commence the work specified in the above Memorandum an amount equal to amount of the Earnest Money mentioned in the form invitation of tender shall be absolutely forfeited to the Director NESAC and the same may at the option of Director NESAC be recovered out of the deposit in so far as the same may extend in terms of the said bond and in the event of the deficiency out of any other money due to me/us or otherwise.

Dated the _____ day of _____ 20

**Signature of the Contractor
before submission of tender**

Witness:

**Signature of witness to
Contractor' signature**

Address:

Occupation

Dated the _____ day of _____ 20

The above tender is hereby accepted by me.

**Sd/-
Director, NESAC
Umiam, Meghalaya**

UNDERTAKING

Sub: Horticulture and Landscaping works involving preparation of bed such as trenching, leveling & dressing of earth, mixing good quality soil and manure including planting of grass for making lawn in designated locations adjacent to existing lawn (South) & open amphitheatre area at NESAC Office Complex, Umiam, Meghalaya.-reg.

Ref: No. DIR/NESAC/CMD/C/02/2011-2012.

Dt.:27.01.2012

I do hereby undertake not to sub-let the work cited above and the work will be done by myself. . I also declare hereby declare that the signature in all the pages of the tender documents is signed by me.

Further, I declare that I have gone through the various terms and conditions of the contract documents and I am fully conversant with all the clauses contained therein and agree to abide by the same.

Dated:

Signature and seal:

Full Name of the contractor : _____

Full Address : _____

Phone No. : _____

Registration No. : _____