

**MEGHALAYA NON-CONVENTIONAL AND RURAL ENERGY
DEVELOPMENT AGENCY**

Near BSF Camp Mawpat, Shillong-793012.
Phone No.0364-2537343/2536138## Fax No.0364-2537611
E-Mail mnreda.dir@gmail.com ## Website www.mnreda.Gov.in

DETAILED NOTICE INVITING TENDER

1. Name of work :- Construction of Approach Road from BSF Main gate to Office Complex of MNREDA, Mawpat, Shillong.
2. Nature of work :- Gr-III: Construction of retaining wall.
3. Date of selling of tender :- The 8th November, 2012 to 23rd November, 2012.
4. Date of submission :- The 28th November, 2012 at 2.00 noon
5. Date of Opening of tenders :- the 28th November, 2012 at 3.00 p.m.
6. Cost of tender papers :- Rs.4000/- (Rupees four thousand) only.
7. Time of completion :- 6(six) months from the date of issue of Final work order.

NAME OF CONTRACTOR :

(In Block letters).

ADDRESS

(In block letters)

REGISTRATION NO.

(Signature of contractor).

Signature of Officer

Attesting contractor's signature with seal.

(Note :- Signature of contractor to be attested by any PWD Gazetted Officer).

Tender paper issued to :- _____

Vide Receipt NO. _____ Date _____

Director
Meghalaya Non-Conventional and Rural
Energy Development Agency, Shillong.

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1. NOTICE INVITING TENDER

No.MNREDA/1482/2012/41 :- Sealed tenders with 90(ninety) days validity are invited from Registered Class-I PWD (R) for construction of “Approach Road from BSF Main Gate to Office complex of Meghalaya Non-Conventional and Rural Energy Development Agency at Mawpat, Shillong”. The details nature of work is as indicated below :-

Group	Nature of work	Approximate value (Rs.in lakhs)	Date of issue of tender	Date of submission	Date of opening	Cost of tender document (Rs.)
Gr.1.	Construction of i/c MBT of approach road.	20.07	8.11.2012 To 23.11.2012	28.11.2012 At 12 noon	28.11.2012 At 1.00 p.m.	3000/-
Gr.II.	Construction of pucca drain and hume pipe culvert	12.50	8.11.2012 To 23.11.2012	28.11.2012 At 1.00 p.m.	28.11.2012 At 2.00 p.m.	2000/-
Gr.III.	Construction of retaining wall.	25.95	8.11.2012 To 23.11.2012	28.11.2012 At 2.00 p.m.	28.11.2012 At 3.00 p.m.	4000/-

The detailed tender papers may be obtained on payment of the tender which is not refundable in the form of Cash/ Bank draft pledge in favour of Director, Meghalaya Non-Conventional and Rural Energy Development Agency, Shillong.

Director.

Memo.No.MNREDA/1482/2012/41(a)

Dated Shillong, the 6th November, 2012.

Copy to :-

1.Nongsain Hima
Mawkhar,Shillong.

2.Salantini Janera
Near Shillong Times
Rilbong, Shillong.

With a request to publish in one issue (12x 18 cm size) and submit the bill along with sample to the undersigned.

3.Notice Board

4.NIC – To display in website.

Director.

2. **Instruction to tenderer :-**

- (i) Intending Tenderers shall make himself/herself/themselves well acquainted with the prescribe terms and conditions enclosed herewith and should be willing to abide by them.
- (ii) As a token of his/her/their acceptance of the same, he/she/they should affix his/her/their sealed and signature on every page of this tender document and submit the same in original and will be views as acceptance of each and every terms containing therein.
- (iii) The cost of tender papers or documents should be in the form of cash/bankers cheque/demand draft which is non-refundable and draw in favor of Member Secretary cum-Director, Meghalaya Non-Conventional and Rural Energy Development Agency, Shillong.
- (iv) Tender document will be issued on any working days within the specified date.
- (iii) Tenderer are to furnish their offer in a seal cover envelope and front cover of envelope should clearly write Name of work, Nature of Work and Group No. and back side of envelope should clearly writing contractor's name, address and registration No.
- (iv) In case the opening date is declared as holiday, tender shall be opened in the next working day at the same time and hour.
- (v) Price quoted should be firm and as per format provided in the tender document (Separate sheet may be used). Each and every item as per price bid should be filled up and rate and amount should be written in English both in figure and in words. In case of any dispute between figure and words arises, the later shall prevailed.
- (vi) Earnest Money deposit of 1% for Scheduled Tribe/Caste/Other backward classes and 2% for general on the amount quoted in the form of Bank Guarantee/Call Deposit/FDR from any Scheduled Bank or Nationalized Bank of India valid for 1(one) year and pledged in favor of Director, Meghalaya Non-Conventional and Rural Energy Development Agency, Shillong should be furnished without which tender will be rejected.

- (vii) Intending tenders should inspect the site of work to ascertain for himself/herself/themselves the existing site conditions and availability of materials before submitting the tender. No claim due to any misunderstanding shall be entertained by the Department at any stage.
- (viii) The rate quoted should include the cost of all contingency and sundries items, water charge, Forest royalties, Sale Tax/VAT, Income Tax, all carriage charges, clearing of site, working tools and plants, power supply, protection and accommodation of labourers, warning notice to the public etc. and complete.
- (ix) The Estimate Cost indicated is approximate cost, however the Tenderer are to quote itemwise as per specified in the price schedule provided.
- (x) If there is a mistake in filling up the tender, the mistake should be cancelled neatly with date and signature of the tenderer and the correct entry should be made above/below/beside the cancellation. There should not be any over writing.
- (xi) Tenderers shall be filled up the tender in full and submit the original Tender document duly signed and sealed with forwarding as per attached at Annexure-“A” along with the following documents.
- (a) Attested copy of Registration certified for 2012-2013 affixed with the recent passport size photo of contractor duly attested by a Gazetted Officer.
 - (b) Full name and detail present/permanent address with complete pin code of the contractor including contact phone No., Fax or email ID.
 - (c) Sale Tax/VAT and Professional Tax Clearance certified cleared upto March, 2012.
 - (d) Attested copy of upto date labour License.
 - (e) Attested copies of experience certificate from the officer under whom the work was executed.
 - (f) The Signature of the contractor should be attested by the Meghalaya Gazetted Officer at the space provided in the tender document.(Front cover of TD).
 - (g) Documentary proof certificate should be furnished for those tenderer who submit EMD of 1% on the quoted amount.

- (xiv) It is the primary responsibility of the contract to arrange necessary tools, plants and machineries for fulfilling to carry out the work.
- (xv) Material for construction like bitumen, hume pipe, explosive and etc. shall have to be procured by the contractor at his own arrangement. Carriage of required materials to the site of work shall be done by the contractor at his own cost.
- (xvi) Road metals, stone chips and blindage will be measured at site before utilization in the work to ensure the correctness of the utilization of the specified quality as well as its quantity.
- (xvii) The oversized and substandard stone not conforming to IRC & IS specifications will not be accepted by the Department. The contractor who brings such materials to the site of work shall have to remove the same immediately failing which the department will remove the same and the cost of removal will be recovered from the contractor's bill.
- (xviii) Any tenders stipulating extra clauses for escalation of price of materials, labour wages, taxes etc. is liable to be summarily rejected.
- (xix) Any tender stipulating extra clauses for advance payment other than those admissible under payment terms and conditions is liable to be summarily rejected.
- (xx) The Department reserves the right to delete such item of work found not necessary during execution. The work value may thereby be reduced accordingly.
- (xxi) The contractor shall at his own expense, construct and maintain proper magazine if required for the storage of explosive for use in connection with the work. Such magazine should be situated /constructed and maintained in accordance with the Govt. Rules applicable in this respect. The contractor shall at his own expense obtain such license (s) as may be necessary for storing and using the explosive and the Department shall not accept any responsibility whatsoever in connection therewith. All operations by the contractor in which or for which the explosive are used, shall be at the risk and sole responsibility of the contractor and the Department shall stand indemnified in respect thereof.
- (xxii) The work shall be carried out with diligence and promptness conforming to all the relevant specifications as prescribed by IRC, MOST and IC codes of practice to the satisfaction of the Department whose decision shall be final in regard to the progress, quality of work, materials etc.

- (xxiii) All works are to be executed in the strict conformity with the specification laid down in the “Specification for Roads and Bridges” (4th Revision) published by the MORT & H. Govt.of India, New Delhi and with the best skill, diligence, sincerity and prudence.
- (xxiv) For any quality control Test to be done by the Department, the cost of the materials and laboratory/Testing charges shall have to be borne by the contractor.
- (xxv) Tenders in which any of the prescribed condition are not fulfilled is liable to be rejected.
- (xxvi) The acceptance of the Tender rests with the Department who does not bind himself to accept the lowest tender or any tender as such reserve the right to reject any/all the tenders received without assigning any reason thereof.
- (iii) Contractors executing the work of contract fall under the purview of the Meghalaya Value Added Tax Act and are liable to pay Value Added Tax under work contract @ 13.5% of 75% of the work value.
- (iv) A list of works of similar nature executed by the contractor along with tender value, date of completion duly certified by the Department concern should be furnished as per attached Annexure-‘E’.
- (v) Also a list of work in hand along with approximate cost, likely time for completion etc. should be furnished as per attached Annexure’F’. If the contractor fails to give correct information his tender will be liable to rejection.
- (xxx)The list of plants and machineries/equipment to be deployed for the work as per attached Annexure-‘D’ and the Technical Supervisor for the work as per attached Annexure-“D” should be furnished.

3. General/Commercial Terms and Conditions :-

(i) Signing of tender paper/document :-

The tender document as issued by Meghalaya Non-Conventional and Rural Energy Development Agency, Shillong should be sealed and signed by the authorized person of the contractor/firm and it will be view as acceptance of each and every conditions containing therein.

- (ii) **Attestation** :- All Xerox supporting papers which is not original should be duly attested by the Government Official not below th rank aof Magistrate.
- (ii) **Sale Tax/Value Added Tax and Professional Tax Certificate** :- Sale tax/VAT Registration and VAT clearance and Professional Tax Clearance certificate upto March 2012 should be furnished along with the bid.
- (iii) **Time of completion** : The work should be completed within in 180(one hundred eighty) days of issue of work order.
- (iv) **Trading License** : Non-Tribal Contractor should furnished and produce a Trading License issued by the Khasi Jaintia Hills Autonomous District Council valid upto the year 2012-2013.
- (v) **Guarantee/Warranty** : The work should be guarantee for a period of 2(two) years from the date of completion of work/from the date of settlement of Final Bill which ever is earlier.
- (vi) **Agreement** : An agreement shall have to be signed within 7(seven) days of issued of work order. The Agreement shall be prepared by the Department (MNREDA) on a stamp paper duly signed by the Authorized persons of the contractor /firm with the Department. The tender documents as issued along with the bid as submitted by the Tenderer along with supporting paper shall be part and parcel of the agreement.
- (vii) **Payment terms and conditions** : The bidders shall entitled to the following payment terms:-
(a) The Contractor/Firm shall be paid a running bill upto 75% on the amount of work completed as per actual measurement of work progress.
(b) 90% on the actual amount of work on completion of work as per actual measurement.
(c) 10% will be paid after 2(two) years after expiry of Guarantee/warranty period or against submission of Bank Guarantee/FDR valid for a period of 2(two) years from the date of completion of work of like amount issued and drawn in favor of Direction, Meghalaya Non-Conventional and Rural Energy Development Agency, Shillong from any Scheduled/Nationalized Bank.
- (viii) **Experience** : The contractor should submit their experience in similar kind of work complete during last 5(five) Financial years) as per attached duly sealed and signed by the contractor.

(ix) **Financial soundness** : The contractor or firm shall demonstrate that he/she has access to or has available, liquid assets (working capital) or credit facilities of not less than 50% of the contract value. Banker's certificate in Bank's letter Head (not more than six month old) shall be enclosed with the Bid to prove the Contractor/Firm financial capacity and credit facility.

(xi) **Arbitration** :-

(a) Except where otherwise provided if anytime question dispute or difference whatever shall arise between the contractor and the purchaser upon or in the relation to or in connection with this contract either of the parties may give to the other notice in writing of the existence of such a question on rejection of the matter, the dispute or difference shall be referred to the sole arbitration appointed by MNREDA at the time of dispute after ascertaining the terms of reference mutually.

(b) The Arbitration will preferably be a member of Arbitration Council and arbitration proceeding will take place as per provision or arbitration Act 1940 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply.

(c) The contractor will ensure that the work under this contract shall continue during arbitration proceeding and dispute and no payments due from or payment by the purchaser shall be withhold on account of such proceeding except to the extent which may be in dispute.

(xii) **Court of competent Jurisdiction** :

The Courts of Gauhati High Court, Shillong Bench will only have jurisdiction in this case.

(xiii) **Extension of time** : No extension of time will be granted except on valid reasons convincing to the Department. Application of such extension of time should be submitted by the contractor to the Department at least 15(fifteen) days before expire of the time for completion stipulated in the contract.

(xiv) **Additional Items of work** : The items of work not covered by the contract agreement should not be carried out by the contractor unless and until further agreement in writing in the shape of supplementary tender has been drawn out, otherwise the contractor shall be responsible for carrying out such work at own cost.

However supplementary if required during execution of work shall be taken up only after securing approval from the Deptment in writing. Such item are to carried out by the contractor at rates based on the analysis of rates.

(xv) **Progress of work :**

- (a) The work shall be carried as per detailed programme of work to be drawn up by the department/officer in-charge, which shall be binding on the contractor. Site order book should be maintained at the contractor's site office throughout the period of execution of the work. It should be open for inspection by the Officer in-charge or any other officer of the Department. In addition to this work programme, detailed work programme week by week shall have to be submitted by the contractor to the officer in-charge, if asked for.
- (b) The contractor shall work in such hours and shifts as may be necessary to maintain the progress schedule, with due intimation to the officer in-charge. The working and shifts hours shall comply with Govt. regulation in force and shall be such as may be approved by the officer in-charge.

(xvi) **Labourer :-**

- (a) No labourer under 14(fourteen) years of age should be engaged in the work.
- (b) No labourer or staff of doubtful integrity or anti-social elements or foreign national should be engaged in the work. Violation of these clauses may lead to cancelltion of the contract for which no claim of compensation shall be entertained for any loss.
- (c) For the purpose of all labour law, the contractor shall be deemed as "EMPLOYER" in respect of labour employed by him for the contracted work. The Department shall take no responsibility whatsoever in this respect.
- (d) Contractors employing 5(five) or more inter-state migrant workmen should furnish an attested copy of license issued by the Registering & Licensisng Officer, Office of the Labour Commissioner, Meghalaya, Shillong.

(xvii) **Canvassing :**

Canvassing in connection with the acceptance of tender is strictly prohibited and is liable to disqualification of the tender without assigning any reason thereof.

(xviii) **Sub-let of work :**

The contract must not be sublet. An undertaking to this effect shall have to be signed by the contractor as per attached Annexure-‘B’.

(xix) **Co-ordination :**

The contractor shall be responsible for collaborating with other contractors so as to expedite the execution of the work which may run simultaneously and for which no separate payment will be admissible.

(xx) **Standard of work :**

The work shall be carried out with diligence and promptness conforming to all the relevant specification as prescribed by IRC, MOST & IS codes of practice to the satisfaction of the Officer in-charge, whose decision shall be final in regard to the progress, quality of work and materials etc.

(xxi) **Handing over of work :**

Before handing over the works to the department, the contractor should clear the site of work and its surrounding to the satisfaction of the officer in-charge.

4. **Price Scheduled/Bid :**
(Length of retaining wall 250 Rm)

Sl. No.	Particulars	Quantity/unit	Rate (Rs.)	Amount (Rs.)
1/2.2	Earthwork in excavation for hume pipes, slab drain, retaining wall, face wall to desire founding level	450.00/m ³		
2/4.2	Providing regular stone masonry in retaining wall, brest wall and wall with hammer dressed or Blunt chisel dress stone (a)with new stone	1055.75/m ³		
3/4.7	Boulders or stone filling with unsized stones of one man size of 60 cm width behind abutments, wing wall, retaining walls.....	450.00/m ³		
4/7.1	Providing 12mm thick cement plastering including cleaning the surface, curing, carriage of sand within 200 m.....	391.50/m ³		
5/10.1	Extra for carriage of earth, sand, stone aggregate, stone chips, building stone, blindage etc. beyond the initial lead of 200m including loading and unloading A.Boulders/stone :quarry at Laitkor Lead on surface Road = 13 km Lead on Rough Road = 2 km Quantity of boulders @ 90% of Item No.2/4.2 Quantity of boulders @ 100% of Item No.3/4.7 B.Sand:quarry at Umtyngar Lead on surface road = 26 km Lead on rough road = 2 km	1400.25/m ³		

	Quantity of sand @20% of Item No.2/4.2 Quantity of sand @ 0.015 of Item No.4/7.1	} 217.00 /m ³		
	Total	-	-	

Rupees _____) only.

Place : _____

Date : _____

Signed and sealed
of the authorized
person/of Contractor/Firm

ANNEXURE-‘A’

(Format for forwarding for submission of Bid)

To,

Director,
Meghalaya Non-Conventional and Rural
Energy Development Agency,
Shillong.

Subject : Construction of Approach Road to the Office of Meghalaya Non-Conventional and Rural
Energy Development Agency, Mawpat, Shillong (Construction i/c MBT of Approach
Road).

Sir,

I/We have the honour to submit herewith the tender for the above mentioned work for
favor of your consideration and orders. I/wer purchase tender paper for the work vide receipt
No. _____ dated _____.

I/we submit here under the following documents for your consideration :-

1. Attested copy of my registration certificate for the year 2012-2013.
2. VAT/Professional Tax Clearance Certificate for the eyar 2012-2013.
3. Up-to-date Labour License
4. Attested passport size photo of myself
5. The money receipt for payment towards the cost of tender papers.
6. Experience certificate
7. Financial Soundness certificate
8. Scheduled Tribe/Caste Certificate or Trading License
9. Other Document (Please specify)
10. Tender document as issue

I/we have gone through the tender papers including drawings and agree to all stipulated
terms and conditions. I/we agree to execute the work if allotted to me us as per the terms and
conditions laid down therein.

I/we therefore seal and sign them and return them in original.

Yours faithfully,

Encl : Tender Paper and Certificates as stated above.

Signed & Seal of the
Contractor/Firm

Name and Address
(In block Letters)

Registration No.

ANNEXURE-B

(DECLARATION OF THE TENDERER)

This is to certify that I have read the terms and conditions of the Detailed Tender Notice issued by the MNREDA Shillong vide No. and that I have quoted my rates taking the terms and conditions of the above Detailed Tender Notice.

I have also taken into consideration the Forest Royalty on minor minerals and taxes including VAT and Income Tax and Labour Cess at the respective prevailing as applicable.

I/we have inspected the site of work and location of quarry/quarries and have myself/ourselves fully acquainted with the local conditions in and around the site of work.

My/our tender is offered taking due consideration of all the factoros and if the same is accepted, I/we promise to abide by all the stipulated conditions of the contract agreement and execute the works to the satisfaction of the department.

I/we hereby declare that the work will be done by myself/ourselves without sub-letting to others.

I/we also hereby declare that the signature in all the pages of the tender document are signed by me/us.

(Signature of the tenderer)

Witness:-

Signature : _____

Name : _____

Address : _____

ANNEXURE-C

LIST OF PLANTS AND MACHINERIES/EQUIPMENTS TO BE DEPLOYED ON THE WORK.

SL. No.	Name/type of equipment	Required quantity	Quantity in hand	Whether documents attached or not
1.	Tripper truck	1 No.		
2.	Road roller	1 No.		
3.	Water tanker	1 No.		
4.	Spot mix/mini hot mix plant with electronic control	1 No.		

(Signature of the tenderer).

ANNEXURE-D.

(MINIMUM KEY PERSONNEL FOR THE PROJECT)

SL. NO.	Personnel	Qualification	Requirement	Personnel with the tenderer	Undertaking and educational certificate with photograph of the personnel submitted or not.
1.	Site Engineer	B.E.(Civil) with 2 years experience or Diploma in Civil Engineering with 4 years experiences.	1 No.		

(LIST OF SIMILAR NATURE OF WORKS EXECUTED)

NAME OF CONTRACTOR :-----

SL. No.	Name of work	Name of Department/Division	Value of work (in Rs.)	Date of completion of the work	Work order No. & Date

(Signature of the Contractor)

ANNEXURE-‘F’

NAME OF CONTRACTOR : _____

SL. No.	Name of work in hand/name of Division	No. of F.W.O. & Date	Stipulated date of completion	Likely date of completion	Reason for delay

(Signature of the Contractor)