



RAJIV GANDHI
INDIAN INSTITUTE OF MANAGEMENT SHILLONG

TENDER

FOR

Proposed Shed Construction at the terrace, above the dining hall of the extension of Boys and Girls Hostel at RGIIM, Mayurbhanj Complex, Nongthymmai, Shillong.

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CONTENTS:

Sl. No.	DESCRIPTION	Page No.
1	Detailed of Notice Inviting Tender	1
2	Letter of Transmittal	2
3	General Terms and Condition	3-5
4	Instructions	5-6
5	General Contract Condition and Additional Term and Condition	6-8
6	Additional Terms and Conditions	8
7	Check Lists of Documents	9
8	Declaration of Tenderer (Format - A)	10
9	Form of Undertaking (Format - B)	11
10	Completion certificate Format (Format - C)	12

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SHORT NOTICE INVITING TENDER

No: RGIIM/ENGG/68/10/

Date: - 4th /Nov/ 2011

Sealed tenders in two bid system are invited from Government registered Class I / II /Civil/ Electrical contractors as applicable of State PWD /PHE/Estate office (GAD)/MES/HEW and equivalent class of CPWD for the following work and will be received at the office of the undersigned upto 1400 hrs on 18th /Nov/ 2011 and will be opened on the same date in the presence of the tenderer(s) or their authorized representatives(s) at 1430 hrs.

SL. No	Name of the work	Tender doc. fee	Estimated Amnt.	EMD	Completion time
1	Proposed Shed Construction at the terrace, above the dining hall of the extension of Boys and Girls Hostel at RGIIM, Mayurbhanj Complex, Nongthymmai, Shillong.	Rs 200.00	Rs 5.78 lacks	1% or 2% as applicable	14 (Fifteen) Days

Tender Documents for above works with details terms and conditions can be downloaded from RGIIM web site www.iimshillong.in and to be submitted along with tender document fee and EMD and the same may also be obtained from the office of undersigned on any working day between 11:00 AM to 3:00 PM from 4th /Nov/ 2011 to 18th /Nov/ 2011 on payment of requisite fee as mentioned above separately in the form of DD/Bank Draft drawn in favour of ***Rajiv Gandhi Indian Institute of Management Shillong***. Last date for selling of Tender Document and downloading of the same from website will be on the 18th /Nov/ 2011 and last date for submission of complete Tender documents will be on the 18th /Nov/ 2011 at 1400 hrs and will be open on the same day at 1430 hrs. Tender Document must be accompanied with Earnest Money in the form of DD @ 1% or 2% as applicable of the quoted amount. In case the last date for submission happened to be a holiday then the next working day will be treated as the last date.

The Undersigned reserves the right not to accept the lowest tender and may reject any or all of the tenders without assigning any reason whatsoever.

Sd/-

(R.C Saxena)
Chief Administrative Officer
RGIIM, Shillong

1. The PS to the Director for favour of information to the Director
2. The Advisor, Campus Development for information
3. The Executive Engineer, RGIIM, for favour of information and necessary action.
4. The IT In charge for uploading in the Institute website
5. The Notice Board.

LETTER OF TRANSMITTAL

To,

CHIEF ADMINISTRATIVE OFFICER
RAJIV GANDHI INDIAN INSTITUTE OF MANAGEMENT,
SHILLONG

Subject: - Proposed Shed Construction at the terrace, above the dining hall of the extension of Boys
and Girls Hostel at RGIIM, Mayurbhanj Complex, Nongthymmai, Shillong

Sir,

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

Enclose:

1. Tender paper _____ sheets
2. Money Receipt / Cost of Tender Document _____

Yours faithfully,

Signature of Contractor _____

Date _____

Name of contractor

(In Block Letters)

Shri/Smti _____

Full Postal Address _____

Registration No: _____

1. General Terms and Conditions:-

- 1.1 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.
- 1.2 The Envelope should clearly indicate the name of works, name, address and contact number of the contractor. Tenders not submitted in the said format will be rejected.
- 1.3 Intermixing of envelopes will tantamount to rejection.
- 1.4 The site is located at RGIIM, Nongthymmai, Shillong
- 1.5 Time of completion: 14 (Fifteen) days from the date of issue of commencement order.
- 1.6 EMD to be deposited in the form of FD/Call Deposit to be duly pledged in favour of the Chief Administrative Officer, RGIIM, Shillong.
- 1.7 Contractors shall be deemed to have inspected and examined the site of work and its surroundings before submitting the tenders.
- 1.8 Intending tenderers have to quote their rates both in figure and in words on percentage basis at per/ below/ above Meghalaya Scheduled of Rate, PWD (B) for Building works 2010-2011 and rates to be quoted separately for Non Schedule Items (if any) as indicated in the Price Bid.
- 1.9. 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.
(As per format -C enclosed)
- 1.10. EMD of 1% or 2% as applicable to be submitted along with the Tender Document, failing which the Tender will be rejected EMD shall be released after the expiry of guarantee period.
- 1.11 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, the contractor shall forth with give notice thereof to the Executive Engineer (c), RGIIM. 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.
- 1.12. 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 EE of the Institute.
- 1.13 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 and to the satisfaction of the Engineer-in-charge
- 1.14 The contractor while employing labour should ensure that all the statutory labour laws and regulations are adhered to.
- 1.15 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 12 determine the amount of such extension with no financial bearing and shall notify the contractor accordingly.

- 1.16 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 GTC, 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.
- 1.17 When whole of the works have been substantially completed, the contractor shall give a notice to the Executive Engineer (c) 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 (c) to issue a taking over certificate.
- 1.18 Defect liability period shall be 3 (Three) months calculated from the date of completion of the work certified by the EE © in the completion certificate.
- 1.19 Retention money of 8 % shall be deducted from the bills of the contractor .Retention money shall be released after the expiry of the Defect Liability period. The Security Deposit will be taken for the due performance of the contract under the terms and condition accompanying the tender form. There will be a deduction of 10 (Ten) percent / 8% as the case may be from every interim payment made on account of the work.
- 1.20 If the contractor fails to fulfill any of the obligations under this contract, the Institute shall be at liberty to terminate the contract thereby avoiding the contractor 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.
- 1.21 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.
- 1.22 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 and to submit 2 copies of their attested past port size.
- 1.23 Every page of the tender paper to be signed by the contractor as a token of acceptance of the term and conditions before submission of tender, failing which the tender will be rejected.
- 1.24 For works amounting Rs 5.00L and above the contractor should have the experience of having successfully completed similar jobs of one(1) similar completed works costing not less than the amount equal to 30 % of the estimated cost or two (2)similar completed works each costing not less than 15 % of the estimated cost. Documentary proofs in the forms of completion certificates only are to be enclosed failing which the tender will be non-responsive.
- 1.25 Completion Certificates are to be signed by Officers not below the rank of Executive Engineers.
- 1.26 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 -C)
- 1.27 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).
- 1.28 Parties to submit latest VAT clearance certificate.1.30 Parties to submit PAN Card
- 1.29 Rates once accepted will not be enhanced due to variation in the rate of materials, labour and Government taxes.
- 1.30 No tools and plants will be supplied by the Institute
- 1.31 No materials will be supplied by the Institute.
- 1.32 While submitting price bids, contractors should not use correction fluid. Price bids where correction fluid has been used will not be accepted.

- 1.33 Successful Non –Tribal tenderers should submit the valid Trading license within 7 (seven) days from the date of issue of preliminary work order.
- 1.34 The specifications and mode of measurement for civil works shall be in accordance with PWD/CPWD specifications unless otherwise specified.
- 1.35 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.
- 1.36 The Institute reserves the right to accept or reject any or all tenders without assigning any reason thereof.
- 1.37 All the above requirements are compulsory for fulfillment as part of the tenders failing which tenders will be rejected.
- 1.38 All documents, registrations should be valid as on the date of tender.
- 1.39 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 responsive party/parties without assigning any reasons thereof.
- 1.40 Tender documents can be collected from the Engineering Cell on payment of Rs 200/-. Down loaded forms shall accompany draft Rs 200/- towards cost of the Tender form along with the tender form.

2.0. INSTRUCTIONS

- 2.1 All entries in the tender document shall be made in one ink only. Erasing and over writing should be avoided. All cancellation and insertion should be signed by the bidder concerned with proper indication of the name, designation and address etc.
- 2.2 Bidders shall submit all required particulars with their offer and the bidding document and also sign each and every page of the tender document including the drawings attached thereto before submitting their bid.
- 2.3 In case the rates quoted in figures differ from those quoted in words, the lower rates will be taken as the tendered rate and shall be binding on the bidder.
- 2.4 The earnest money will be refunded to the unsuccessful bidders after finalization of the award of work. In case of successful bidder, earnest money will be retained as part of the security deposit for satisfactory completion of the contract.
- 2.5 After opening of tenders, if, a bidder revokes his tender or increases his earlier quoted rate or after acceptance of his tender does not commence the work in accordance with the instruction of the Engineer in charge, the EMD deposited by him will be forfeited.
- 2.6 (a) Rates should be quoted in figure as well as in words in Indian Currency only with reference to each item in case of Item rate contract.
(b) In case of Percentage Rate Tender, rates are to be quoted in flat Percentage basis of AT/PAR/ABOVE the PWD Schedule of Rate for Building of 2010 – 2011 of Meghalaya/
- 2.7 Conditioned and unsigned tenders containing absurd rates and amounts, tenders which are incomplete or otherwise considered defective, tenders which are not in accordance with the tender conditions laid down by the accepting Authority and tenders not submitted in the prescribed form shall be rejected.
- 2.8 Tenders submitted by post should be sent by registered post/speed post with acknowledgement due. These should be posted with due allowance for any delay in postal delivery. Tenders received after the due date and time of opening shall be rejected.
- 2.9 The firms'/agency's' responsibility under this contract shall commence from the date of receipt of work order or acceptance of his tender.

- 2.10 If the bidder deliberately gives wrong information in his tender, RGIIM reserves the right to reject such tender at any stage.
- 2.11 Words imparting the singular number shall also be deemed to include the plural number and vice versa where the context so require.
- 2.12 The general and special conditions of the contract are complementary to each other and where they are in conflict, the special condition shall prevail.
- 2.13 Completion of work shall be fulfillment of the conditions as laid down in the Scope of work.
- 2.14 All firms/agencies shall have to submit their tax registration certificates, registration certificate of the firm, experience certificate in similar works etc. and all other documents necessary.
- 2.15 All works performed shall conform to approve drawing or as directed by the Engineer-in-Charge. The detail working drawing furnished by this Department from time should be followed strictly for execution of work.
- 2.16 Technical specifications and other documents shall be part of the award of the work.
- 2.17 Royalty for stone, metal, square stone, sand, clay, earth will be recovered from the Contractor as per the prevailing rates as fixed by the Forest Department at the time of Payment of their bills.
- 2.18 Successful tenderers who want to engage Inter State Migration Labourers numbering 5(five) and above shall have to obtain license from and register with State Labour Department. The Institute will not be responsible in the event of Contractor being penalized for not observing the above formalities.
- 2.19 Contract Tax will be recovered from the Contractor(s) bill as per norms laid down by the State Government from time to time as and when applicable.

3.0 General Contract Condition and Additional Term and Condition.

- 3.1 The tender for work shall remain open for acceptance for a period of 90 (ninety) days from the date opening of the tender if any tenderer withdrawn his tender, before the said period or making any modification in the terms and condition, not acceptable to the Institute then the Institute shall without prejudice to any right remedy be at liberty for forfeiting the earnest money.
- 3.2 If the successful tenderer withdrawn his tender or refuse to sign the Tender Agreement in any pretext whatever within the period between the date of issue of letter of acceptance and the date given for signing the formal agreement by him his earnest money is liable to be forfeited.
- 3.3 The contractor shall work in such hours and shift as may be necessary to maintain the program schedule, the work on shift hours shall comply with the Govt regulation in force and shall not be varied without prior approval of the Engineer -in - charge.
- 3.4 All works shall have to be considered as per specification in the IS code of practice.
- 3.5 The tender is liable to cancellation if either the contractor himself or any of his employee is found to be a person who is previously belong to the Gazetted rank in the Govt. for such Contract or employment.
- 3.6 Canvassing in connection with the acceptance of tender is strictly prohibited and liable to disqualify the tender without assigning any reason thereof.
- 3.7 Contractor should not employ labour or staff of doubtful integrity, if anti-state or anti-social elements are employed by the Contractor his tender will be cancelled and no claim to whatsoever for any lost or damage will be entertained.
- 3.8 The tenderers or his representatives may be remaining present at the time of opening of tenders as mentioned in the NIT if they desire. If tenderers or their representatives remain absent during the time of opening, the tenders shall be open in their absence and no subsequence objection will be entertained under any circumstances.

- 3.9 The time allowed for completion of work has been mentioned vide clause 1.5 of Short/Detail Notice Inviting Tender, no extension of time will be granted until and unless satisfactory written evidence are produced before by the Engineer-in-charge for special consideration
- 3.10 No labour under the age of 14 (Fourteen Years) be employed and labourer employed shall be paid at rates not less that these generally paid in the neighboring area for similar work.
- 3.12 Firm submitting tenders should enclosed copy of firm constitution and court certified copy of power of attorney authorizing their agent to operate, sign the tender, received payment etc on behalf of the firms. The department liability is to the contracting firms only and not to the person having the power of Attorney.
- 3.13 Unless otherwise mentioned in the drawings specification and items of work, the works are to be carried out as per the condition contained in the current PWD / CPWD General specification/IS codes.
- 3.14 Every page of the tender should be signed by the tenderer and every correction in rate should bear the initial of the tenderer before submission. The tender should be placed in sealed cover with the name of works written on top of the envelope and contractors' name on the left hand side of the cover at the bottom.
- 3.15 The contractor should be responsible for collaborating with other contractors so as to expedite the execution of his or other contractors' works which may run simultaneously.
- 3.16 The measurement of RCC works and column of steel embedded in concrete work will not be deducted and measurement will be made after removing the shuttering after the specific period of curing.
- 3.18 Technically qualified and experienced person will be approved by the Executive Engineer, RGIM; shall have to be kept in site by the contractor to supervise all the works.
- 3.19 Reinforced Cement concrete for beams to be measured from the underside of the soffit of the slab incase of IS beam and from top slab incase of inverted beams, RCC columns shall be measured from the floor surface to the underside of beams for slab as the case may be where the column are connected to beam by hyncing and the later including with the beams where width of the beams is less than the width of the column. The Extra width at the junction shall be included with beams RCC footing shall be measured from the underside of footing to the overall depth of footing specified in column scheduled RCC chajja to be measured from the face of lintel/slab beam/column etc.
- 3.20 Contractor should take every care while fittings fixing the sanitary fittings and other materials. In case of breaking/damage while handling in execution, the cost of damages will have to be paid by the Contractor or will be recovered from him.
- 3.21 The work should be carried out in accordance with the items Modification to the works and instruction given in the schedule of rates as per annexure I attached to the scheduled of rate and strictly as per the Indian Standard Code of Practice, for practice and reinforced concrete construction. All concrete in the RCC structure should be machined mixed in concrete mixer and vibrated be mechanical vibrators.
- 3.22 The short notice and detail Notice calling for tenders work order etc will have form the part of the tender document.
- 3.23 The tender may be submitted in manuscript form that the formal tender shall be F-2 form with the necessary modification and all clauses and terms stipulated in the form will be binding on the contractors. The same is available in the Executive Engineers' Office for Inspection and guidance of the tenderers.
- 3.24 Aggregates for concrete works should be of very hard stone chips, granulated/ crusher broken free from impurities and to qualify the test as per IS code. The cost of the test required to be borne by the contractor.
- 3.25 Only good quality river sand and free from impurities and to qualify the test as per IS code should be for concrete cement works unless otherwise directed by the department.
- 3.26 All concrete works/cement works are designed with concrete strength of M150 concrete cube test for 7 (Seven) days and 28 (Twenty eight) days taking occasionally should qualify IS code 156-1878 and IS 075-1964.
- 3.27 Contractors/Firms are requested to inspected the quarry where very hard black stone chips crusher broken granulator broken are available for the whole project before giving tender.
- 3.28 All fittings including aluminum anodized fitting for doors windows etc are to be approved by the Executive Engineer before use.

- 3.29 The contractors/firms shall have to give a declaration to the effect that / he/ they do here by declare that he / they have gone through and acquainted himself / themselves with the clauses of the contract agreement and agreeable terms and conditions stipulated in the contractors.
- 3.30 Supplementary Items of works will be done if desired by Executive Engineer, for extra items of works shall be arrived by the analysis and with prior approval by the *Institute*.
- 3.31 *The Institute* will allow free use of the site for the contractors in storing of materials construction or labour shed etc and available source of water for the purpose of execution of works but additional quantities if required will have to arrange by the contractor.
- 3.32 All disputes arising out of this contract shall be referred to two arbitrators, one to be appointed by each party who shall nominate an umpire before providing with the arbitration. In case of any dispute between the arbitrators the decision of the umpire shall be finalized and binding on both the parties.
- 3.33 The Indian Arbitration Act 1940 with its entire amends shall apply to reference. For all local disputes the jurisdiction shall be that of court under Shillong High Court.
- 3.34 The contractor is bound to carry out items of works not covered on the modified order from the Executive Engineer concerned in writing.
- 3.35 The contractors/tenderers shall quote their rate after taking in consideration namely:-
(i) Time/period of completion of the project.
(ii) Rise in price of the construction materials and labour etc. Also the tenderer/ tenderers should note that when the tender is accepted by both the parties, the rate entered in agreement under circumstances cannot be altered. As such enhancement of tender rate/compensation etc will not be entertained by the Department on the reasons.
- 3.36 After allotment of works the contractor will have to submit tentative programme of works including requirement of materials can be supplied by the department.

ADDITIONAL TERMS AND CONDITIONS

- 3.37 Income Tax will be deducted from contractor's bill. If the bill amount exceeds Rs 5000/- (Rupees Five Thousand) only.
- 3.38 The successful tenderers will have to furnish the necessary Security deposit as per terms and conditions mentioned *in Para 3* and sign the formal tender agreement to be drawn up by the Institute within 15 days from the date of issue of the written works order forth commencement of work. No work shall be started before signing the formal tender. If any one does so, he will do the same at his own risk and responsibility and cost.
- 3.39 Security deposit will be retained by the department for the period of 3 (three) months from the date of completion of the work during the defective liability period.
- 3.40 For any reason if the final payment of the work is not made within 6(Six) months from the completion time the validity of the security deposit shall have to be extended up to the date of the final payment.
- 3.42 Checking the materials during the progress of work may be done by the Engineer-in-charge or by his authorized representatives any time. The materials and labour for the same will have to be supplied by the contractor at his own cost.
- 3.43 The Institute will not take any responsibility in case of theft or lost of any materials.
- 3.44 The contractor will have to supply stone/metals/chips by his own means or transport and the department will not take responsibility for procurement or road permit etc.
- 3.45 These terms and conditions will supersedes the terms and condition of "F-2" form tender wherever the format are at variance or in consistence with the later.
- 3.46 During execution of work, the contractor should always keep the traffic open and for which no separate payment will be admissible.

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

Envelope I

- | | | |
|---|---|--------------------------|
| 1 | Earnest money Deposit | <input type="checkbox"/> |
| 2 | Attested copy of registration and a recent passport size photograph duly attested | <input type="checkbox"/> |
| 3 | Undertaking not to sub-let the work
(format enclosed with the tender) | <input type="checkbox"/> |
| 5 | Valid Trading license in case of non-tribal contractors. | <input type="checkbox"/> |
| 6 | Pan Card. | <input type="checkbox"/> |
| 7 | Latest Vat Clearance certificate | <input type="checkbox"/> |
| 8 | Documentary proof of work orders, completion certificates | <input type="checkbox"/> |

Envelope II

- | | | |
|---|---|--------------------------|
| 1 | Price bid (format enclosed with the tender) | <input type="checkbox"/> |
|---|---|--------------------------|

DECLARATION OF THE TENDERER

(FORMAT – A)

I/we have inspected the site of work and have myself/ourselves fully satisfied with the local condition in and around the site of works. I/we have carefully gone through the Notice Invited Tender including the corrigendum and other tender document mentioned therein.

My/our tender is offered taking due consideration of all factors and if the same be accepted. I/we have promised to abide all the stipulated conditions of the contract document and execute and complete the work to the satisfaction of the department.

Further I/we also promise to execute the work by myself/ourselves if the works allotted to me/us.

Postal Address of Tender: -

.....
.....

Signature of tenderer:-

.....
.....

FORM OF UNDERTAKING

(FORMAT - B)

To
Chief Administrative Officer
RGIIM, Nongthymmai, Shillong.

Sub:

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

COMPLETION CERTIFICATE

(FORMAT - C)

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)

PRICE BID:

To be submitted in Envelope II

Name of work: - Proposed Shed Construction at the terrace, above the dining hall of the extension of Boys and Girls Hostel at RGIIM, Mayurbhanj Complex, Nongthymmai, Shillong.

Sl. No	Description	Unit	Qty	Rate to be quoted at per/ below/ above Meghalaya Scheduled of Rate, PWD (B) for Building works 2010-11.
1	Civil Works			

Name of Contractor :-

Signature :-