

NORTH EASTERN HILL UNIVERSITY
CAMPUS DEVELOPMENT DEPARTMENT
SHILLONG
NOTICE INVITING TENDER

On behalf of the North Eastern Hill University, sealed tenders are invited from the approved, eligible & Registered Contractors of appropriate Class, registered with the Central Public Works Department / the Meghalaya State PWD (Buildings) / M.E.S., accompanied by a tender fee of Rs.50.00(Rupees Fifty) only (Non-refundable) , for the following work. The tenders will be received upto **2.00 P.M. on 26th May 2017** (To be dropped in the tender box) and will be opened on the same day at 3.00 P.M. in the presence of the contractors or their authorized representative if any:-

Sl. No.	Particulars of work	Estimated Amount	Earnest Money	Time of Completion	Tender Fee
(A)	Jungle clearing and other minor repair works in CDD premises at permanent campus, NEHU, Shillong.	Rs. 28,472.00	Rs.570.00(Rs 285.00 for SC/ST)	10 (Ten) days	Rs.50.00

NOTE :-

1. **The contractors fulfilling the required criteria as specified in the detailed notice** may download the tender document from the University's website www.nehu.ac.in w.e.f 22nd May 2017 (After 4.00 PM) to 25th May 2017 (Upto 4.00PM).
2. Required Earnest money is to be submitted in the form of Call Deposit/Demand Draft/Banker's Cheque duly pledged to NEHU, Shillong.
3. The prospective tenderers should deposit tender fee through NEFT/RTGS to the account as detailed below and send an email to fo@nehu.ac.in mentioning the purpose of deposit with Bank transfer no/UTR no and date. A copy of proof of such deposit made should be enclosed with the tender documents.

Details of Account:

Name of Account holder : Finance Officer
Name of the account : NEHU Revenue Account.
Name of the bank and branch : State Bank of India, NEHU Branch, Shillong.
IFSC Code : SBIN0004295
Account no. : 10203801042

4. **Joint ventures are not accepted.**
5. Prospective Tenderers should not have abandoned any work nor any of the Contracts should have been rescinded during the last seven years ending last day of the month of April 2017.
6. The Tender shall be received & opened on the next working day, in case the date stipulated for receipt & opening of Tender in this NIT is declared a Holiday / non- working day.
7. The contractor should arrange all the machineries & materials of specified quality by himself from open markets. The list of machineries possessed by the tenderer should be enclosed.
8. The rates should be quoted on item rate basis in the Annexure I, in figures & words legibly. The total amount worked out on such rates quoted should invariably be given by the Tenderer.
9. The University reserves the right not necessarily to accept the rate of the lowest tenderer and may reject any or all the tenders without assigning any reason thereof.
10. Contractors may inspect the site & source of Construction materials , if required, before casting tender.
11. Contractor should put his/her full name and address in the specified column in the tender document. Tenders of those contractors who give only the initial without giving full name will be rejected.
12. The Tenderer should get his/her signature attested by any officer of NEHU/ any Gazetted Officer at page 1 of the tender document failing which their tender will not be considered.

13. In case the contractor fails to complete the work within the stipulated time mentioned in the work order, then action shall be taken against such contractor at the discretion of the University's authority which may lead to debar him from further tendering in the University etc.
14. The contractor shall be exempted from payment of forest royalty only if he/she produces either (1) a money receipt issued by the forest department or (2) a printed challan provided by the dealers/quarry owners for the consignments duly stamped by the Forest Department. Any other document produced thereof shall not be taken in to account as a legitimate proof for claim of exemption of deduction of forest royalty, in which case, forest royalty will be recovered as per the following rates :
 Stone,Gravel,Boulder,Shingle : @ Rs. 240.00 (Rupees Two Hundred Forty)only per cum +VAT @ 14.5% +15% Income Tax
 Sand : @ Rs. 90.00 (Rupees Ninty)only per cum +VAT @ 5.00% +15% Income Tax
 Squared stone: Rs.280.00 (Rupees Two Hundred Eighty) only per cum+ VAT @ 14.5% +15% Income Tax.
 Earth and Clay: Rs.100.00 (Rupees One Hundred) only per cum+ VAT @ 5.00% +15% Income Tax.
 However in the event of revision of rates for royalty by the Government, same shall suo moto apply and contractor shall be liable to pay royalty at the prescribed revised rates.
15. Water charges @ 0.10% of value of work done shall be deducted from the Bills (Running or Final) of the Contractor, if water connection is provided by NEHU for use in Construction works / Labour shed.
16. Electricity charges shall be deducted from the Bills (Running or Final) of the Contractor, as per meter reading if Electricity connection is taken for use in Construction works / Labour shed from the University's resources. The meter (MeECL Tested) shall be provided by the Contractor along with service connection from the nearest available source. Electricity charges @ 0.50% L.S. of value of work done shall be deducted from the Bills (Running or Final) of the Contractor.
17. Meghalaya Value Added Tax (VAT) @ 14.5% (Fourteen decimal five zero percent) on the 75% of the Bill value and Labour Cess @ 1% One percent) on total bill value shall be deducted from the Bills (Running or Final) of the Contractor. However in the event of revision of rates for VAT by the Government, same shall suo moto apply and contractor shall be liable to pay VAT at the prescribed revised rates. VAT shall not be deducted from the Bills (Running or Final) of the Contractor where the Contractor produces a certificate from the Commissioner of Taxes that he has no liability to pay Tax or that he has paid the Tax payable by or due from him.
18. Income tax and cess shall be leviable, at the rate in force at the time of making payments, as amended by the Government of India/Government of Meghalaya as the case may be, from time to time.
19. Non Tribal Contractors should furnish "Trading License" issued by the competent authority without which their Tender shall be disqualified.
20. Alterations, corrections, if any, in the Rates quoted by the Tenderer should be initialed by the Tenderer. Usage of "White ink" to erase & then rewrite the Rate should be avoided.
21. The specification & make of individual items as per BOQ is for reference & to be followed under normal circumstances. However, products of equivalent range, quality & make may be allowed with approval by the Engineer-in-charge.
22. Notwithstanding the various conditions prescribed in the Tender document, the University may relax one or more such conditions, if required, in favour of deserving Tenderer, in the interest of the University, without compromising with the quality & standard so required for implementation of the work.
23. Rebate offered by the prospective tenderer in percentage rate tender are liable to be rejected. However the unconditional rebates offered in the case of item rate tender can be considered.
24. The lower limit for acceptance of tender for both item rate and percentage rate tender is up to 10% of the estimated cost.
25. The estimated amount shown in the NIT is indicative only. The tender shall be evaluated based on the actual estimated cost of the works as shown in the comparative statement.
26. The tenderers are advised to see University's website regularly, as any corrigendum or addendum shall be put on the University's website only.

27. Successful tenderer shall have to obtain form II from the Registering Officer, Meghalaya Building and Other Construction Workers Welfare Board, Shillong, failing which their payment (Running/Final) shall not be released.
28. **Please note that near relatives of the officers and staff of CDD are not allowed to participate in the tender. In case it is found so, the tender of such tenderer will be disqualified. The term 'relative' for this purpose would be as who are not near relatives of University Engineer/Divisional Accountant or Superintending Engineer or Executive Engineer or /Assistant Engineer/Junior Engineer of the University.**

Note: A near relative means wife, husband, parents, in-laws, children, brothers, sisters, uncles, aunts and cousins.

Sd/-
EXECUTIVE ENGINEER

No CD/Estm/3466/2017-208

Dated.18th May 2017

Copy to :-

1. The P.S. to Vice Chancellor, NEHU, Shillong
2. The S.P.A. to Registrar, NEHU, Shillong.
3. The Finance Officer, NEHU, Shillong.
4. The CVO, NEHU, Shillong.
5. The Technical Branch, CDD, NEHU, Shillong
6. The Public Information Officer, CDD, NEHU, Shillong.
7. The Technical Officer, VSAT, NEHU, Shillong, with a request to insert the NIT in the web site of the University.
8. NOTICE BOARD

Sd/-
EXECUTIVE ENGINEER

To

The University Engineer/Executive Engineer,
Campus Development Department,
North Eastern Hill University, Shillong.

Subject: **Submission of tender** for "Jungle clearing and other minor repair works in CDD premises at permanent campus, NEHU, Shillong."

Sir,

I/we have the honour to submit the tender for above mentioned work for favour of your consideration and orders.

The earnest money, cost of tender documents and tender fee is enclosed herewith.

I/we am/are submitting following documents for your consideration.

1. Income tax clearance certificate for the year_____.
2. The Sales tax clearance certificate for the year_____.
3. Copy of Registration Certificate.
4. Tribal certificate (Attested copies)
5. Trading License if applicable.
6. The constitution of the firm, if applicable.
7. I/we have the following machineries of our own for use in the work.
 - a)
 - b)
 - c)
8. I/we shall need following machineries from the University and am/are willing to pay the hire charges as will be fixed by the University.
 - a)
 - b)
 - c)

I/we have gone through the tender papers including the drawing and agree to all the terms and conditions. I /we therefore sign and seal them and return in original.

Enclosed: Tender document, drawing and papers above.

Yours faithfully

(SIGNATURE AND ADDRESS OF THE TENDERER)

TENDER DOCUMENT FOR PIECE WORK
North-Eastern Hill University,
Shillong Meghalaya ,
TenderAgreementNo /.....of

Tender for Piece Work

(FOR ALL WORKS AMOUNTING TO Rs.1.00 LAKH AND BELOW)

I do hereby tender to execute the under mentioned description of work, and in accordance with the conditions noted overleaf, in consideration of payment being made for the quantity of work executed at the rate specified in the following schedule :-

ANNEXURE I

Sl.no	Items of Work	Unit	Quantity	Rate to be quoted by tenderer in figures and words both	Amount
1	Clearing jungle including uprooting of rank vegetation, grass, brush wood, trees and saplings of girth upto 30 cm measured at a height of 1m above ground level and removal of rubbish upto a distance of 50 m outside the periphery of the area cleared.	Sqm	1057.400		
2	Cement plaster 1:3 (1 Cement: 3 Coarse Sand) finished with a floating coat of neat cement .a) 20 mm plaster	Sqm	56.940		
	Total Quoted Amount				

Signature of the tenderer.

CONDITIONS

- The work is to be carried on with due diligence, and all work executed to be done in a workman like manner. The material used, when supplied by the party tendering, is to be of best of the several kinds procurable and shall conform in all respects with the Standard Specification for the material when such specification exists and in all cases to be subject to the approval of the

University Engineer/Executive Engineer , NEHU, Shillong for the time being whose decision as to the rate of progress and the quality of work or material shall be final.

2. The quantity of work shall be measured and payments made at least once a month and on the completion of work or on the term mentioned in this agreement final measurement shall be made, and the account adjusted accordingly. Should the contractor dispute the accuracy of any measurement taken for the purpose to any immediate or final bill or on the completion certificate he must intimate the fact, in writing to the University Engineer/Executive Engineer, NEHU within forty-eight hours of the measurement being taken and must obtain a receipt of the safe delivery of the letter either through the post office or direct from the office of the University Engineer . Should the contractor fail to intimate his non-acceptance of the measurements, within forty-eight hours of the measurements having been taken in, the manner described above, no claim will subsequently be entertained regarding accuracy of the measurements, classification of the work, rates or any matter connected with the measurement. If non-acceptance is intimated within the period herein prescribed, the decision of the University Engineer/Executive Engineer, NEHU shall be final and conclusive.
3. A deduction of 10 (Ten) percent, shall be made on all term payments as security for the completion of this contract and the Earnest Money Deposited at the time of tendering shall be adjusted from the security deposit i.e Earnest Money plus Security Deposit shall be equal to 10 (Ten) percent.
4. If it is specified or required that certain materials of stores shall be supplied for the work by the University Engineer /Executive Engineer NEHU or such materials and stores are supplied for the convenience of the contractor from time to time the value of the full quantity of the materials and store so supplied at the rates specified in the separate schedule attached or may be set off or deducted from any sums then due, or thereafter to become due to the contractor under the agreement or otherwise or against or from the security deposit. All materials supplied to the contractor shall remain the absolute property of the University, and shall not on any account be removed from that site of work, and shall at all times be opened to inspection by the University Engineer/Executive Engineer NEHU, but all such materials shall be in the custody of the contractor who shall be responsible for any loss, damage or deterioration due to fire , storm, flood, earthquake or any other cause of any nature whatsoever. Any such material unused and in perfectly good condition at the time of the completion or determination of the agreement shall be returned to the University Engineer, i/c store if by a notice-in writing under hand shall also be required, but the contractor shall not be entitled to return any such materials unless with consent, and shall have no claim for compensation on account of such materials so supplied to him as aforesaid being unused by him, or for any wastage in or damage to any such materials.
5. The University Engineer/Executive Engineer, NEHU may put an end to this agreement at his option at anytime and in the case of bad work or material the University Engineer/Executive Engineer NEHU may remove the same and have it replaced, deducting the value of the work rejected or materials removed on the cause of replacing the same as he may think proper from any amount due or that may become due to pay making this tender.
6. Such tools and plants other than store i.e electric or motor drivers plant for which special conditions for use are attach or are available and can be spared will be provided to the contractor on specific charge on the understanding that all articles thus used will be returned in good order subject to wear and tear within seven days after completion of the work. In the event of loss or damage to any articles thus provided, the full value of the article will be recovered from the contractor, the decision of the University Engineer/Executive Engineer, NEHU in respect of work and that damage value will be final.
7. Any tools and plant necessary for the proper execution of the works, which are available from the University store, must be received by the contractor at his own expense and the University can accept no responsibility for any delay in the execution of any work due to none supply of tools and plant.
8. All carriage costs on connection with the drawing and return of tools and plants provided, from the University store will be borne by the contractor.
9. No laborer below the age of fourteen years shall be employed by the contractor.
10. The contractor shall pay his laborers not less than the wages paid for similar works in the neighborhood.

11. Piece work is that which involves the payment for work done at stipulated time only, with reference to a total quantity of time.
12. All corrections must be initialed and dated by both parties to agreement.
13. The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with, all due diligence (time being deemed to be the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one per cent or such smaller amount as the University Engineer / Executive Engineer (whose decision in writing shall be final) may decide on the amount of the estimated cost of the whole work as shown by the tender for every day that the work remains uncommenced or unfinished, after the proper dates. And further, to ensure good progress during the execution of the work, the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month, to complete one-fourth of the whole of the work before one-fourth of the whole time allowed under the contract has elapsed; one Half of the work before one half of such time has elapsed, and the three-fourth of the work, before three fourth of such time has elapsed, such estimation of the amount of work done at any period being made by the Executive Engineer/University Engineer whose decision shall be final. In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as the University Engineer/Executive Engineer (whose decision in writing shall be final and conclusive) may decide on the said estimated cost of the whole work for every day that the due quantity of work remain incomplete. Provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed 10 per cent on the estimated cost of the work as shown in the tender.
14. In any case in which under any clause or clauses of this contract, the contractor shall have rendered himself liable to pay compensation amounting to fifty percent or more of his security deposit (whether paid in one sum or deducted by installments) the University Engineer/ Executive Engineer on behalf of the University shall have the power to adopt any of the following courses, as he may deem best /suited to the interest of the University,
 - (a) To rescind the contract, as to which rescission-notice in writing to the contractor under the hand of the Executive Engineer/ University Engineer shall be final and conclusive, and in which case the security deposit of the contractor shall stand forfeited, and be absolutely at the disposal of the University.
 - (b) To employ labour paid by the University (Engineering Cell) and to supply materials to carry out the work, or any part of the work debiting the contractor with the cost of the labour and the price of the materials plus twenty-four per cent on the total of the aforesaid cost and price, to cover the cost of supervision (as to the amount of which cost and price a certificate of the University Engineer/ Executive Engineer shall be final and conclusive) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his contract, and the certificate of the University Engineer/ Executive Engineer as to the value of the work done shall be final and conclusive.
 - (c) To measure up the work, of the contractor and to take such a part thereof as shall be unexecuted out of his hands and to give it to another contractor to complete, in which case any expense which may be incurred in excess of the sums which would have been paid to the-original contractor if the whole work had been executed by him (as to the amount of which excess the certificate in writing of the University Engineer/Executive Engineer shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by the University under the contract otherwise, or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

In the event of any of the above courses being adopted by the University Engineer/ Executive Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or produced any materials or entered into any engagements, or made advances on account of, or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereto for actually performed under this contract, unless and until the Assistant Engineer/Executive Engineer shall have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

15. The Security Deposit shall be released on completion of defect liability period of 6 (Six) months from the date of completion of the work. If any defect is noticeable during the defect liability period, the contractor shall be liable to rectify all such defects. In the event of failure of the contractor to rectify the same, the Department shall be at liberty to get the same rectified through other agency at the cost and risk of the contractor.
16. Notice Inviting tender and the work order shall form a part of the agreement.

Signature of the party making the tender

Address:.....

Date :.....

*Accepted by me on
behalf of North-Eastern Hill University*

***Signature of the University Engineer/Executive Engineer
C.D.D., NEHU, Shillong.***