

PART-II :: TERMS AND CONDITIONS

1. For and on behalf of the Governor of Meghalaya, the Director of Sericulture and Weaving, Meghalaya Shillong, invites sealed tenders for construction, and internal electrification/internal and external water supply at the location and detailed specification furnished in the Tender Notice.

2. Obtaining of Tender Form (Booklet)

(a) The eligible firms and persons may obtain the Tender Form (Booklet) containing detailed specifications of the works to be executed along with the terms and conditions from the Directorate of Sericulture and Weaving at the Office of the Director, Sericulture and Weaving, Lower Lachumiere, Shillong-793001 Meghalaya on Payment @**₹50 for the amount upto ₹1,00,000/-**, @ **₹150 upto ₹4,00,000/-** & @**₹500 upto ₹1,00,00,000/-** *either in cash or by crossed Demand Draft/Pay Order Payable to the Director Sericulture and Weaving, Meghalaya Shillong.*

(b) Sale (issue) of Tender Form :-

(c) Last date and Time for receive :- of completed tenders.

(d) Opening of tender :-

(e) D S&W or Govt. of Meghalaya shall not be responsible for any delay in sending the tender document by post. No plea of tender reaching late due to accident, traffic jam, strike etc. shall be entertained.

(f) Tender booklet is non- transferable

3. Qualification for Tendering

(a) Firms and persons having past experience of construction/Repairing works or similar works of at least 3 (three) years may submit the tender.

(b) Only those firms and persons who submit documentary proof in support of the minimum past experience indicated in sub-clause (a) above, along with their application to purchase detailed tender booklet will be allowed to purchased the detailed tender booklet for casting the tender.

4. Period for Completion of Works

(a) The contractor will be required to complete the work within the stipulated time as mention in the tender notice from the date on which the order to commence work is given to the contractor.

5. Earnest Money Deposit (EMD)

(a) Each tender shall be accompanied with refundable Earnest Money Deposit (EMD) @ 2% of the total estimated amount prescribed in the tender notice in the form of Bank Draft/ Call Deposit drawn in favour of the Director, Sericulture and Weaving, Meghalaya Shillong payable at Shillong. If the tenderer is a member of Scheduled Tribe (ST) or Scheduled Caste (SC), he may submit EMD @ 1% of the total estimated amount as prescribed in the tender notice.

(b) Tenders submitted without the prescribed EMD shall be summarily rejected.

- (c) On finalization of the tender, EMD submitted by all unsuccessful tenderer shall be returned forthwith. EMD furnished by the successful tenderers (hereinafter call “contractor”) shall be returned only after completion of the work assigned to him.
- (d) If the Tenderer attempts to withdraw the tender submitted by him after it’s opening or fails to sign the agreement and start to work within a period of 20 (twenty days) from the date of issue of work order respectively, the EMD furnished by him may be forfeited to the revenue of the Govt. of Meghalaya free from all encumbrances. In case a contractor fails to complete the work assigned to him within a period specified in the tender booklet, the EMD submitted by him may also be forfeited to the revenue of the Govt. of Meghalaya free from all encumbrances.
- (e) No interest shall be payable on the EMD furnished by a tenderer.

6. Security Deposit

- (a) Successful tenderers shall have to deposit the Security Deposit @ 9% in addition to his EMD @ 1% or whatever the case may be already deposited along with the tender in the form of Bank Draft in pledge of the undersigned and will be retained for the period of Six month or till the expiry of a full monsoon season (1st May to 31st October) after completion of the work, whichever is later.
- (b) In case the work executed by a contractor develops defect within the period specified herein-above and the contractor fails to rectify these defects to the satisfaction to the dept. or any of their subordinate authorized by the Director, Sericulture and Weaving, Shillong, in this regards will rectify such defects on his own and deduct the expenditure incurred on it from the Security Deposit deposited by the contractor.
- (c) No interest shall be payable on the Security Deposit deposited by the contractor.

7. Non – Judicial Court Fee Stamp

- (a) Each tender shall be affixed with non-refundable non-judicial court fee stamp as per the amount prescribed in the NIT.
- (b) Due to non-availability or any other reason(s) if it is not feasible for the tenderer to affixed the non-judicial court fee stamp of the prescribed denomination, the equivalent amount in lieu thereof may be enclosed with the tender document in the form of crossed bank draft or pay order drawn from any scheduled commercial bank in favour of the Director, Sericulture and Weaving Meghalaya Shillong payable at Shillong. Alternatively he may deposit the court fee stamp in the treasury and enclose the original treasury challan with the tender booklet.
- (c) Tender submitted without affixing the non-judicial court fee stamp or amount in lieu thereof is liable to be rejected summarily.

8. Submission of Tender

- (a) Tender shall be filled in by making neatly type or hand written appropriate entries in Part-I and Scheduled-II of the tender document by the tenderer himself or by a person duly authorized to submit and sign the tender on behalf of the tenderer, hereinafter referred to as the ‘ authorized signatory’.
- (b) All entries in the tender document shall be made in English language only.

(c) Over writing in the tender document is strictly forbidden. Cutting and correction in the tender, if any, should be attested by the tenderer or authorized signatory by affixing his full signature along with date. The tenders containing non-attested over-written/doubtful entries are liable to be rejected.

(d) **The tenderer shall quote the rates on percentage basis at par/above the current scheduled of rates of the Meghalaya P.W.D. scheduled of rates for building for the year 2010-11 except for the works at rates are as per the Meghalaya PHE SOR for internal and external water connection for the year 2007-2008. And the rates for Internal Electrification are as per The Meghalaya PWD SOR for electrical works for the year 2007-2008.** The rate should be clearly written both in figures and in words. Tenders with over writing or space left blanks, if any, shall be rejected.

(e) Conditional tenders are liable to be rejected summarily.

(f) All pages of the tender document together with terms and conditions and the document enclosed with the tender shall be signed by the authorized signatory. Acceptance signing of the tender form and the detailed term and conditions shall be deemed as the final acceptance of these terms and conditions.

(g) In the event of space on any page being insufficient for the required purposed, additional pages may be added. Each such additional page must be numbered consequently and be fully signed by the tenderer. In such cases reference to the additional pages may be added in the covering letter.

(h) A complete Tender shall contained the following:-

- A covering letter on the authorized letterhead of the tenderer clearly indicating complete address together with telephone & fax numbers and e-mail addresses.
- Duly filled in tender booklet.
- EMD in form of Bank Draft or Pay Order.
- In case non-judicial court fee stamp of prescribed denomination are not affixed, the amount in lieu of the same in the form of a crossed Demand Draft or Pay Order from a scheduled commercial bank and drawn in favour of the Director, Sericulture and Weaving Meghalaya Shillong.
- The original or a copy of the money receipt of making payment of the cost of tender document.
- Name and Address of the clients for who similar works have been executed during last three years.
- Details of the Clients and nature of similar structure constructed by the tenderer during the last three years.
- Copy of work orders and completion reports issued by the concerned competent authorities in respect of the similar works executed by the tenderer during last three years.
- Up-to- date Value Added Tax (VAT) or Central Sales Tax (CST) clearance certificate issued by the concerned authority of Government.
- Documentary proof in support of the accreditation/ certification issued by institute or organization of national or international repute.
- If the tenderer is a Co-operative Society, a Partnership Firm or a Joint Stock Company
 - a. Original or certified copy of the Registration certificate from the concerned Registration authority.
 - b. Certified copy of the resolution/documents authorizing the person who signs the tender.

- c. Statement regarding authorized, subscribed and paid up capital.
- If the tenderer is a person other than a tribal resident as defined in United Khasi-Jaintia Hills District (Trading by Non-Tribal) Regulation, 1954 or in similar legislation enacted by the Garo Hills Autonomous District Council, and carry on wholesale or retail trade from an area to which above regulation extends, attested copy of the trading license issued by the concerned competent authority of the KHADC/GHADC/JHADC.
- (i) All documents in the para (i) above shall be fully secured and put into a sufficiently large envelope which should be sealed and super-scribe with “The name of the works mentions in the NIT.
- (j) The envelope containing tender document shall be addressed to the Director, Sericulture and Weaving, Meghalaya Shillong.
- (k) The tenderer should affix his full addressed on left bottom corner of the envelope containing the tender document.
- (l) The envelope containing the completed tender document shall reach the office of the Director, Sericulture and Weaving, Meghalaya Shillong on or before the due date and time prescribed in the para 1 above. If desired, by the tenderer may put the envelope containing the tender directly in a Tender Box kept at the reception counter at the office of the undersigned immediately at the prescribed due date and time for the receipt of the tenders the tender box will be sealed in the presence of the willing tenderers or their representatives. In no case tenders received after due date and time shall be accepted and the undersigned shall not be responsible for any delay in submission of a tender. All tenders received after the due date and time shall be returned to the respective tenderer without opening the same.
- (m) Due to any unavoidable reason(s), if the office of the undersigned remains closed on the date prescribed for opening of the tenders, the tenders will be received during the next working day at the same venue up to the same time.

9. Opening of Tenders

- (a) Tenders shall be opened by an officer or a committee of officers duly authorized by the D.S&W in this regard, in the presence of all willing tenderers or their representatives duly authorized by them, at the DS&W, Lower Lachumiere, Shillong – 793001, Meghalaya on
- (b) Due to any unavoidable reason(s) if office of the DS&W remains closed on the date prescribed for opening of the tender, the tenders shall be opened on the next working day without any change in the venue or time.
- (c) Following procedure shall be adopted for opening of tenders :
- Immediately after opening of the tender box total number of tenders received and the name of the tenderers will be announced to all the tenderers or their representatives present during the opening of the tenders and the same will also be entered in the tender opening minute register.
 - The sealed envelope containing the tenders will be opened one by one in the same order in which they have been entered in the tender opening minute register.

- Immediately after opening the sealed cover each page of the tender document along with enclosures will be initiated by the officer or group of officers authorized by D.S&W for opening of tenders and detailed of EMD, non-judicial court fee stamp or amount in lieu thereof will be entered in the tender opening minute registers. All tenders received without prescribed EMD, non-judicial court fee stamp in lieu thereof and the original or a copy of money receipt for payment of the cost of tender document shall be summarily rejected with intimation to tenderers or their representatives present during the opening of tenders.
- After opening all the sealed covers the rates quoted by each valid tenderer shall be read out one by one.

10. Evaluation and Finalization of the Tenders

- (a) All valid tenders received shall be technically evaluated by the Department consisting of suitable officials having adequate technical knowledge.
- (b) The undersigned will thoroughly scrutinize the information furnished by various tenders and on the basis of the past experience, availability of construction equipment & machineries, technical & supervisory personnel and accreditation/certification by institutes/ organizations of National or International repute and any other information as it deem fit and proper; will shortlist and rank the tenderers who are technically eligible to execute the work.
- (c) On completion of the technical evaluation, all tenders along with an authenticated comparative statement indicating rates quoted by tenderers and report of the undersigned shall be placed before the Departmental Tender Committee having the composition as prescribed in the Meghalaya (Delegation of Financial Powers) Rules, 1996 as amended from time to time for acceptance.
- (d) Keeping in view the rates quoted, past experience and any other information as it deem fit and proper the Departmental Tender Committee will decide the tenderer(s) in whose favour order for construction of the structures is to be placed.
- (e) The D.S&W or any of his superior authority in the Government of Meghalaya reserves the right to accept or reject all or any tender, wholly or partially, without assigning any reason(s) thereof.
- (f) Rates quoted by the tenderers shall remain valid for acceptance for a minimum period of six months from the date of the opening of the tenders. Any unsolicited correspondence by a tenderer after opening of tenders is liable to render the tender submitted by him as invalid.

11. Placement of the Work/ Supply Order

- (a) On receipt of the approval from the concerned competent authority, the D.S&W or any of the officers authorized by him in this regard may place order in favour of the successful tenderer requesting him to sign an agreement to abide with the terms and conditions enumerated in the Tender Booklet with a suitable officer indicated therein; within a period of twenty days from the date of issue of the work order.

12. Execution of Work

(a) The contractor shall execute the whole and every part of the work in the most substantial and workman like manner, and both as regards materials and otherwise in every respect, in strict accordance with the true intent and meaning of the drawing and specification. The contractor shall also confirm exactly, fully and faithfully to the true intent and meaning of design drawing and instructions in writing relating to the work signed by the work-in-charge and lodged in his office, and to which the contractor be entitled to have access at such office or on the site of the work for the purpose of inspection during office hours and the contractor shall if he so required, be entitled at his own expenses to make or cause to be made copies of the specification, and of all such designs, drawing and instruction as aforesaid.

(b) The D.S&W shall have power to make any alteration in or addition to the original specification, drawing, designs and instruction, that may appear to him to be necessary or advisable during the progress of work, and the contractor shall be bound to carry out the work in accordance with any instruction which may be given to him in writing and sign by the D.S&W and such alteration shall not invalidate the contract; and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carry out by the contractor on the same condition in all respect on which he agreed to do the main work and at the same rate as are specified in the tender for the main work. The time for the completion shall be extended in the proportion that is additional work bears to the original contract, work, and the certificate of the D.S&W shall be final and conclusive as to such proportion. And if the additional work included any cost of work, for which no rate is provided in this contract, then such class of work shall be carried out at the rate entered in the schedule of rate for building works of the district prepared by the Meghalaya Public Works Department (Building) for the time being in force, and if such last mention class of work is not entered in the Schedule of rate for the Building Works published by the Meghalaya Public Works Department for the district, then the contractor shall within seven days of the day of his receipt of the order to carry out the work inform the D.S&W of the rate which it is his intention to charge for such class of work and if the D.S&W does not agree to this rate he shall, by notice in writing, be at liberty to cancel his order to carry out such class of work arrange to carry it out in such manner as he may consider advisable : provided always that if the tenderer shall have be determine as lastly herein before mentioned, then and such case he shall only be entitled to be paid in respect of the work carried on expenditure incurred by him prior to the date of determination, the rate aforesaid according to such rate or rate as shall be fixed by the D.S&W. In the event of dispute, the decision of the D.S&W will be final and conclusive.

13. Making of Payment

(a) Payment will be made as per the actual quantity of the work duly measured and entered in the measurement book by the work-in-charge in the presence of the contractor, or his duly accredited agent, whose countersignature to the measurement book will be sufficient warrant, and the D.S&W may prepare or cause to be prepared a bill from such work book which shall be binding on the contractor in all respects. Should the contractor dispute the accuracy of any measurement taken for the purpose of any intermediate or final bill or of the completion certificate he must intimate the fact, in writing, to the concerned Officers within Forty eight hours of the measurement being taken and must obtain a receipt for the safe delivery of the letter either through the post office or direct from the office of the concerned officer. Should the contractor fail to intimate his non acceptance of the measurements, within forty eight hours of the measurements having taken, in the manner described above no claim will subsequently be entertained regarding the accuracy of the measurements, classification of the work, rates or in any matter connected with the measurement? If non acceptance is intimated within the period herein prescribed, the decision of the concerned Officer on the dispute shall be final and conclusive.

(b) The measurement indicated in the Measurement Book will be checked and verified by the Director Sericulture & Weaving or his representative duly nominated by him in this regard.

(c) As per the measurements duly verified as above and duly accepted by the contractor by affixing his countersignature in the measurement book, the department will prepare a running or final bill on the printed forms and the charges in the bill shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and mentioned or provided for the tender, at the rates here in after provided for such work and submit the same to the D.S&W. In case of a running bill, the quantity of work included in a bill shall not be less than 20% (twenty percent) of the total estimated quantity of the work.

(d) On receipt of the bill, the D.S&W will verify and forward the same to the Account Branch of this Directorate.

(e) On receipt of the duly verified bills the D.S&W or any of his subordinate duly authorized by D.S&W on his behalf will make the payment through crossed cheques or Demand Draft drawn in favour of the contractor after making deduction of security deposit, value added tax (VAT), income tax, royalty on the minor minerals utilized by the contractor and all other statutory taxes and duties for the time being in force. Labour Cess @ 1% shall be deducted from the bill and will be deposited to the concerned department.

(f) The D.S&W reserves the right of non-acceptance of works, which have not been executed as per the prescribed specification.

(g) Bank commission charged for demand draft will be borne by the contractors and the same will be deducted from their payment.

14. Penalty for Non-Execution or Late Execution of Works.

(a) 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, with all diligence (time being deemed to be of the essence of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one percent of such smaller amount as the D.S&W (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 uncompleted or unfinished, after the proper dates. And farther, to ensure good progress during the execution of work, the contractor shall be bound, in all case 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, and three fourth of the work before three fourths of such time has elapsed, such estimation of the amount of work done at any period being made by the D.S&W whose decision shall be final. In the event of the contractor failing to comply with the condition he shall be liable to pay as compensation an amount equal to one percent, or such small amount as the D.S&W (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 remains incomplete. Provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent on the estimated cost of the work as shown in the tender.

(b) If the contractor shall desire an extension of the time of completion of the work on the ground of his having been unavoidably hindered in its execution or on any other grounds, he shall apply in writing to the D.S&W through the concerned officer within 30 days of the date of the hindrance or date of the occurrence or commencement of the aforesaid, and the D.S&W shall, if in his opinion (which shall be final and conclusive) reasonable grounds be shown thereof, authorize such extension of time, if any as may, in his opinion, be necessary or proper.

15. Completion Certificate.

(a) The contractor shall give the D.S&W notice in writing when the work is completed and on receipt of such notice, the D.S&W or his sub-ordinate shall inspect the work and if completed make an entry in the measurement book to this effect. The contractor shall then be furnished with a certificate by the D.S&W of such completion but no such certificate shall be given nor shall he work be considered to be complete until the contractor shall have removed from the premises, on which the work shall be executed all scaffolding, surplus materials and rubbish, and shall have cleaned off all dirt from all wood work, doors, windows, walls, floors, or other parts of any structures in, upon or about which the work has been executed thereof, If the contractor shall fail to comply with the requirement this clause as to removal of scaffolding, surplus materials and rubbish, and cleaning off dirt on or before the date fixed for the completion of the work, D.S&W may at the expenses of the contractor removed such scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid and the contractor shall forthwith, pay the amount of all expense so incurred plus twenty four percent, supervision charges, and shall have no claim in respect of any scaffolding or surplus material as aforesaid except for any sum actually realized by the sale thereof.

16. Methodology to Lodge Protest.

(a) If the contractor considers any work demanded of him to be outside the requirements of the contract, or considers any record or ruling of the D.S&W to be unfair, he shall immediately upon such work being demanded or such record or ruling being made, ask for written instruction or decisions, he shall file a written protest with the D.S&W, stating clearly and in details the basis of his objections. Except for such protests or objections as are made in the manner herein specified and within the time limit stated, the records, ruling instructions or decision of the D.S&W shall be final and conclusive.

17. Reduction in the Quantity of Work

(a) If at any time after the commencement of the work the State Government shall for any reason whatsoever nor require the whole thereof as specified in the tender to be carried out, D.S&W shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which he might have derived from the execution of the work in full but which he did not derive it consequence of the full amount of the work not having carried, neither original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

18. Order for Additional Quantity.

(a) The D.S&W reserves the right to place order on the successful tenderer at the same rate for an additional quantity, not being more than the quantity purchased through the first work order. Tenderer are bound to accept order for additional quantity under this clause only if the order is placed within six month from the date of issue of first purchase order.

19. Action and Compensation Payable in case of Bad Work.

(a) If it shall appear to the D.S&W that the work has been executed with unsound, imperfect or unskillful workmanship or with materials of any inferior description, or that any materials articles provided by contractor for the execution of the work are unsound, or a quality inferior to that contracted for or otherwise not in accordance with the contract, he shall demand in writing from the contractor specifying the work materials or articles complained notwithstanding that the same may have been inadvertently passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specifying in whole in part as the case may require, or as the case may be remove the materials or articles so specified and provide the suitable materials or articles at his own proper charge and cost and in the event of his failing to do so within a period to be specified by the D.S&W in his demand aforesaid that the contractor shall be liable to pay compensation at the rate of one percent on the amount of the contract for every day not exceeding ten days while his failure to do so shall continued and in case of contractor's continued failure over and above the ten days specified above, the D.S&W may rectify or remove and re-execute the work or remove and replace with others, the materials or articles complain of as the case may be at the risk and expense in all respect of the contractor and charge the contractor for the work in sub-clause (d) (ii) of clause 6 above.

20. Work to be Open to the Inspection

(a) All work in course of execution or executed in pursuance of the contract shall at all times be open to inspections and supervision of the D.S&W and his subordinates, and the contractor shall at all times during the usual working hours and at all times at which reasonable notice of the intent on of the D.S&W or his subordinates to visit the work shall have been given to the contractor either himself be present for that purpose, orders given to the contractors agent shall be considered to have the same force if he had been given to the contractor himself.

21. Notice To Be Given Before Work is Covered Up

(a) The contractor shall give not less than five day's notice in writing to the concerned Officer or his subordinates in charge of the work before covering up or otherwise placing beyond the reach of measurement or inspection any work in order that the same may be inspected or measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement or inspection. And if any work shall be covered up or placed beyond the reach of measurement of inspection without such notice having been given or consent obtained in writing the same shall uncovered at the contractors expense or in default there of no payment allowance shall be made for such work or the materials with which, the same was executed.

22. Contractors Liable For Damage Done And Imperfection Observed

(a) If the contractor or his work-people or servants shall break, deface injure or destroy any part of a structure in which they be working or any building road, fence, enclosure or grassland or cultivated ground contiguous to the premises on which the work or an part of it is being executed or any damage shall happen to the work while in progress from any cause whatever or any imperfections apparent in it within six months or till the elapse of a full monsoon season whichever is later after a certificate final or order of its completion shall have been given by the D.S&W as aforesaid, the contractor shall make the same good at his own expense, or in default, the D.S&W may cause the same to be made good by other workman and deduct the cost (of which the certificate to the D.S&W shall be final and conclusive) plus twenty-four percent supervision charges from any sums that may be then to at any time there may become due to the contractor or from his security deposits or the proceeds of sale or of a sufficient portion thereof.

23. Contractor to Supply Plant, Scaffolding etc.

(a) The contractor shall supply at his own cost all materials (except such materials if any as may in accordance with the contract be supplied from the D.S&W, plant tools, appliances, implement, ladder, scaffolding and temporary work requisites or proper for the execution of work, whether original, altered or substituted, and whether included in the specification or other documents forming part of the contract or referred to in those conditions or not or which may be necessary for the purpose of satisfying or complying with the requirements of the D,S&W as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to

require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out of works for the accuracy of which he is entirely responsible, and for counting weighing, and assisting in the measurement or submission at any time and from time to time of the work or materials. Failing his doing the same may be provided by the D.S&W at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contracts, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall also provide necessary fencing, lights and notice required to protect the work from accident, and shall be bound to bear the expenses of defense or every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

24. Prohibition of Engagement of Persons Below Fourteen Years

(a) No labourer below the age of fourteen years shall be employed on the work.

25. Prohibition to Work on Sundays

(a) No work shall be done on Sundays without the sanction in writing of the concerned Officer.

26. Prohibition to Sublet

(a) The contract shall not be assigned or sub-let without the written approval of the D.S&W. And if the contractor shall assign or sub-let his contract, or attempt so to do, or become insolvent or commence any insolvency proceedings or make any composition with his creditors, or attempt so to do, if any bribe, gratuity, gift, loan perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given, promised, or offered by the contractor, or any of his servants or agents to any public officer or person in the employ of the Government of Meghalaya in any way relating to his office or employment, or if any such officer or person shall become in any way directly interested in the contract, the D.S&W may thereupon by notice in writing rescind the contract, and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of the State Government and the same consequences shall ensure as if the contract has been rescinded under sub-clause (d) of clause 6 thereof, and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

27. Reasonability of Amount Payable as Compensation

(a) All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of the State Government without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

28. Changes in Constitution of Firm.

In case of a tender by partners any change in the constitution of the firm shall be forthwith notified by the contractor to the D.S&W for his information.

29. Work to Under Direction of Director (S&W)

(a) All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Director (S&W) for the time being, who shall be entitled to direct at what points and in what manner they are to be commenced and from time to time carried on.

30. Payment of Minimum Wages.

(a) The contractor shall pay his labourers not less than the minimum wages prescribed by the Department of labour, Government of Meghalaya.

31. Action Where No Specification Prescribe

(a) In case of any class of work for which there is no such specification such work shall be carried out in accordance with the District specification of the Meghalaya Public Works Department (Building), and in the event of their being no District specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements to the D.S&W.

32. Expression “Works” or “Work”

(a) The expression “Work” or “Works” where used in these conditions shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.

33. Materials.

No building materials such as Rods, cement, stone, Gravel, chips, sand, bricks, timber etc. will be issued by the department and the contractor shall have to arrange by his own.

34. Interpretation

(a) Except where otherwise specified in the contract the decision of the D.S&W for the time being shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs, drawings, and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specification of the work or the execution, or failure to execute the same whether arising during the progress of the work, or after the completion or abandonment thereof.

35. Issue of Work Order.

Work Order for the work will be issue to the contractor only after the Scheme is sanction from the Government.

Director,
Sericulture and weaving,
Meghalaya Shillong.

CERTIFICATE OF ACCEPTANCE OF TERMS AND CONDITIONS

I/We have read and fully understood the terms and conditions as laid down above in respect of the Tender for Construction, Internal and External Electrification, internal and external Water Connection Work due to be open on 23-03-2012 in the office chamber of Director, Sericulture and Weaving, Meghalaya Shillong.

I/We agree to a by the same.

I/We have signed all the pages of the tender document as laid down.

the _____ Signature and Seal of
Tenderer or his Authorized Signatory

Dated _____

Address _____

Phone _____ Fax _____

Email _____

(Space for affixing court fee stamp of the prescribed denomination)

PART – I – TENDER FORM
(To be filled in by the Tenderer)

To,

The Director,
Sericulture & Weaving,
Meghalaya, Shillong.

Sub: Tender for

.....
....

I hereby submit my tender
for _____

1. Full name of the Tenderer (in block letters):

.....
.....
.....

2. Postal Address of the Tenderer:

.....
.....
.....
.....
.....
.....
.....

..... Phone: Fax:

..... E-mail:

3. Status of the Tenderer (Pl. Tick appropriately): Individual/ Partnership Firm/ Co-operative Society/ Joint Stock Company

4. In case of the Tenderer being other than individuals, status of the person who sign the tender:

.....
.....

5. Details of accreditation, certification from organisations/ institution of National or International repute:

Sl. No.	Name of Organisation/ Institution	Nature of accreditation/ certification	copy of certificate enclosed (Yes/ No)
1.			
2.			
3.			

6. Details of plants and machineries available with the Tenderer:

[illegible]

(Attach additional sheet(s), if required)

7. Details of staff and quality control equipment with the Tenderer:

[illegible]

(Attach additional sheet(s), if required)

8. Details of similar works executed by the Tenderer during last three years:

Sl. No.	Name & Address of the client	Nature of Work	Estimated Cost (₹ in lakhs)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			

(Attach additional sheet(s), if required)

9. Details of Similar works presently being executed by the Tenderer:

Sl. No.	Name & Address of the client	Nature of Work	Estimated Cost (₹ in lakhs)	Complete billing on or before the date of submission of tender
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				

10. Summary of rates quoted by the Tenderer for construction, and internal electrification/internal and external water supply at the location and detailed specification furnished in the Tender Notice.

Sl. No.	Name of work and location	Estimated amount (₹)	Court fee stamp (₹.)	Earnest money @ 1% for ST & SC & 2% for others in the form of Bank Draft (₹.)	Time allowed for completion	Rate quoted at par/ above
1.	2	3	4	5	6	7
	GROUP – A (Special package for Handloom Weavers under Special Central Assistant (2012-13))					
1.	Construction of Common Facilities Centre – cum- Production Unit including Internal electrification and Service Connection at Saitbakon, East Khasi Hills, Dist. (1Unit).	35,97,888 /-	1,000/-	35,978/-	12 Month	
2.	Construction of Common Facilities Centre – cum- Production Unit including Internal electrification and Service Connection at Purnai, East Khasi Hills Dist.(1Unit)	35,97,888 /-	1,000/-	35,978/-	-do-	
3.	Construction of Common Facilities Centre – cum- Production Unit including Internal electrification and Service connection at Mawlong in Ri-Bhoi District. (Unit)	35,97,888 /-	1,000/-	35,978/-	-do-	
4.	Construction of Common Facilities Centre – cum- Production Unit including Internal electrification and Service Connection at Taktaki, South West Garo Hills. Dist.	36,14,776 /-	1,000/-	36,148/-	-do-	
5.	Construction of Common Facilities Centre – cum- Production Unit including Internal electrification and Service Connection at Kumligaon in South West Garo Hills. Dist. (1Unit)	36,14,776 /-	1,000/-	36,148/-	-do-	

6.	Construction of Common Facilities Centre – cum- Production Unit including Internal electrification and Service Connection at Zigzak South West Garo Hills. Dist.(1Unit)	36,14,776 /-	1,000/ -	36,148/-	-do-	
7.	Construction of Common Facilities Centre – cum- Production Unit including Internal electrification and Service Connection at Betasing South West Garo Hills. Dist. (1Unit)	36,14,776 /-	1,000/ -	36,148/-	-do-	
8.	Construction of Common Facilities Centre – cum- Production Unit including Internal electrification and Service Connection at Joifar South West Garo Hills. Dist. (1Unit)	36,14,776 /-	1,000/ -	36,148/-	-do-	
9.	Construction of Common Facilities Centre – cum- Production Unit of including Internal electrification and Service Connection at Selsella West Garo Hills. Dist. (1Unit)	36,14,776 /-	1,000/ -	36,148/-	-do-	
10.	Construction of Common Facilities Centre – cum- Production Unit including Internal electrification and Service Connection at Saipung East Jaintia Hills. Dist. (1Unit)	36,04,268 /-	1,000/ -	36,043/-	-do-	
11.	Construction of Yarn Bank – cum- Textile Gallery including Internal electrification and Service Connection at Ampati South West Garo Hills Dist. (1Unit)	93,82,382 /-	1,000/ -	93,824/-	-do-	
GROUP – B (Infrastructural Support for Promoting Mulberry Seed Farm under RKVY for 2011-12)						
12.	Construction of R.C.C. Modern Rearing House at Govt. Sericulture Farm Lawsohtun, Shillong, East Khasi Hills Dist. (1Unit) including Sanitary fittings and Internal & External Electrification.	20,36,35 8/-	1,000/-	20,364/-	-do-	

13.	Construction of R.C.C. Modern Rearing House at Foreign Race Seed Station Moodymmai West Jaintia Hills Dist.(1Unit) including Sanitary fittings and Internal & External Electrification.	20,18,478/-	1,000/-	20,185/-	-do-	
14.	Construction of Bi-Voltine Grainage Building for Seed Cutting Cocoon and Pupal Seed Separation at Govt. Sericulture Farm Lawsohtun, Shillong East Khasi Hills Dist. (1Unit) including Sanitary fittings and Internal & External Electrification.	19,68,641/-	1,000/-	19,686/-	-do-	
15.	Construction of Bi-Voltine Grainage Building for Seed Cutting Cocoon and Pupal Seed Separation at Foreign Race Seed Station Moodymmai, West Jaintia Hills Dist. (1Unit) including Sanitary fittings and Internal & External Electrification.	19,86,521/-	400/-	19,865/-	-do-	
GROUP –C (State Plan Scheme for 2012-13)						
16.	Construction of Single Storeyed R.C.C. Mini Yarn Bank at office complex of District Handloom Officer Tura, West Garo Hills Dist. (1Unit) including Internal Electrification and Service Connection.	7,00,000/-	200/-	7,000/-	-do-	
17.	Construction of approach Road at Weaving Training Centre Saikarap (Shella) in East Khasi Hills Dist.	3,00,000/-	100/-	3,000/-	-do-	
Group- D (Erection of Boundary Wall Fencing Under Silk Mission)						
18.	Erection of Boundary Wall Fencing with CGI Sheet and R.C.C post to Girls Hostel at H.T.I. Mendipathar North Garo Hills District. (1Unit)	5,82,403/-	300/-	5,825/-	3 (Three) Months	
GROUP- E (Repairing Works Under RKVY for 2011-12).						
19.	Repairing of Labour Quarter No.1 (4Units) at Govt. Sericulture Farm, Lawsohtun, Shillong, East Khasi Hills District.	40,000/-	100/-	400/-	20 days	
20.	Repairing of Labour Quarter No. 2) 4Units) at Govt. Sericulture Farm, Lawsohtun, Shillong, East Khasi Hills District.	70,000/-	100/-	700/-	-Do-	

21.	Repairing of Old Cold Storage Building at Govt. Sericulture Farm, Lawsohtun, Shillong, East Khasi Hills District.	30,000/-	100/-	300/-	-Do-	
22.	Repairing of Cellular Seed Cutting House & Laboratory at Govt. Sericulture Farm, Lawsohtun, Shillong, East Khasi Hills District.	40,000/-	100/-	400/-	-Do-	
23.	Repairing of Cellular Rearing House at Govt. Sericulture Farm, Lawsohtun, Shillong, East Khasi Hills District.	35,000/-	100/-	350/-	-Do-	
24.	Repairing of Supervisor Quarter at Govt. Sericulture Farm, Lawsohtun, Shillong, East Khasi Hills District.	40,000/-	100/-	400/-	-Do-	
25.	Repairing of L.D.A Quarter at Govt. Sericulture Farm, Lawsohtun, Shillong, East Khasi Hills District.	70,000/-	100/-	700/-	-Do-	
26.	Repairing of Rearer Quarter No.3 at Govt. Sericulture Farm, Lawsohtun, Shillong, East Khasi Hills District.	30,000/-	100/-	300/-	-Do-	
27.	Repairing of Rearing House No.4 (Hill Top) at Govt. Sericulture Farm, Lawsohtun, Shillong, East Khasi Hills District.	25,000/-	100/-	250/-	-Do-	
28.	Repairing of Overseer Quarter at Govt. Sericulture Farm, Lawsohtun, Shillong, East Khasi Hills District.	40,000/-	100/-	400/-	-Do-	
29.	Repairing of Demonstrator Quarter at Govt. Sericulture Farm, Lawsohtun, Shillong, East Khasi Hills District.	40,000/-	100/-	400/-	-Do-	
30.	Repairing of Chowkidar Quarter at Govt. Sericulture Farm, Lawsohtun, Shillong, East Khasi Hills District.	35,000/-	100/-	350/-	-Do-	
31.	Repairing of Rearing House No.1 at Govt. Sericulture Farm, Lawsohtun, Shillong, East Khasi Hills District.	20,000/-	100/-	200/-	-Do-	
32.	Repairing of Rearing House No.2 at Govt. Sericulture Farm, Lawsohtun, Shillong, East Khasi Hills District.	25,000/-	100/-	250/-	-Do-	

33.	Repairing of Rearing House No.3 at Govt. Sericulture Farm, Lawsohtun, Shillong, East Khasi Hills District.	25,000/-	100/-	250/-	-Do-	
34.	Repairing of Manager Office at Govt. Sericulture Farm, Lawsohtun, Shillong, East Khasi Hills District.	50,287/-	100/-	503/-	-Do-	
35.	Repairing of Rest House at Govt. Sericulture Farm, Lawsohtun, Shillong, East Khasi Hills District.	40,000/-	100/-	400/-	-Do-	
36.	Repairing of Show room at Govt. Sericulture Farm, Lawsohtun, Shillong, East Khasi Hills District.	20,000/-	100/-	200/-	-Do-	
37.	Repairing of Grainage House at Govt. Sericulture Farm, Lawsohtun, Shillong, East Khasi Hills District.	25,000/-	100/-	250/-	-Do-	

Earnest money of 1% or 2% of the quoted amount as applicable to be pledge in favour of the Director, Sericulture & Weaving, Meghalaya Shillong for which no tender will be accepted.

11. Validity of the rates quoted by the Tenderer from the date of opening of tenders (Note: In no case it shall be less than six months from the date of opening of tenders):

.....
.....

Signature and seal of the Tenderer

Date:

DECLARATION FORM

“I agree that I will not withdraw from the tender offered by me during the time that will be required for its acceptance, nor will I withdraw it afterwards should my tender be accepted. If I withdraw the tender then the entire amount of Earnest Money Deposit (EMD) furnished by me along with this tender will be forfeited in favour of the Government of Meghalaya.

Further certified that during last three years I have not abandoned any work nor any of the work allotted to me have been rescinded during the last three years.

Signature and seal of the Tenderer

Date:

Witness:

Signature:

Name:

Address:

.....

Occupation:

.....

.....

List of Enclosures**(a) Earnest Money Deposit (EMD)**

Sl. No.	Name of the payment instrument*	Bank on which Drawn	Number and Date	Amount (₹)
1				

*Pay Order/ Demand Draft

(b) In case non-judicial stamp are not affixed to the tender, details of amount deposited in lieu of the same:

Sl. No.	Name of the payment instrument*	Bank on which Drawn	Number and Date	Amount (₹)
1.				

(c) Documentary proof in support of the accreditation certification issued by institute or organization of national or international repute.

(d) Copy of work orders and completion reports issued by the concerted competent authorities for the work(s) executed by the Tenderer during last three years.

(e) If the Tenderer is a Co-operative society, Firm or Joint Stock Company

- (i) Original or certified copy of the Registration Certificate from the concerned Registration authority. (enclosed/ not enclosed)
- (ii) Certified copy of the resolution/ document authorizing the person who signs the tender. (enclosed/ not enclosed)
- (iii) Statement regarding authorized, subscribed and paid up capital. (enclosed/ not enclosed)

(f) Up-to date Value Added Tax (VAT) or Central Sales Tax (CST) clearance certificate issued by the concerned competent authority.

(g) If the Tenderer is a person other than a tribal resident as defined in United Khasi – Jaintia Hills District (Trading by Non-Tribal) Regulation, 1954 or in similar legislation enacted by the Garo Hills Autonomous District Council, and carry on wholesale or retail trade from an area to which above regulation extends, attested copy of trading license issued by the concerned competent authority of the KHADC/ GHADC/ JHADC.

Signature and seal of the Tenderer

Date: