

भारत सरकार/GOVERNMENT OF INDIA
अंतरिक्ष विभाग/DEPARTMENT OF SPACE
उत्तर-पूर्वी अंतरिक्ष उपयोग केंद्र/NORTH EASTERN SPACE APPLICATIONS CENTRE
उमियम/UMIAM-793103, मेघालय/MEGHALAYA

निविदा सूचना सं. /E-Tender Notice No NESAC/ DIR/CMD/234/2023 दिनांक/ dated 17.03.2023

1. निदेशक, एनईसैक निम्नलिखित कार्य के लिए ऑनलाइन आईटम-दर निविदाएं आमंत्रित करते हैं /Director, NESAC invites online item-rate tenders for the following work.

क्र. सं. Sl.No	विवरण Description Details	ब्यौरा Details
1.	कार्य का नाम /Title of work	Landscaping works in NESAC office campus and Children park in Residential area.
2.	निविदा की अनुमानित लागत /Estimated cost put to tender	Rs 11.55 Lakhs
3.	कार्यादेश जारी करने के 15 वें दिन से हिसाब लगाते हे कार्य समाप्ति का अवधि, माह में /Period of completion in months reckoned from the 15 th day of date of issue of work order.	2 Months
4.	निविदा दस्तावेज़ डाउनलोड करने की अवधि /Period during which tender document can be downloaded.	22.03.2023 से 30.03.2023 तक 22.03.2023 to 30.03.2023
5.	बोली के स्पष्टीकरण /Bid Clarification	22.03.2023 से 30.03.2023 तक 22.03.2023 to 30.03.2023
6.	निविदा प्राप्त करने की अंतिम तिथि एवं समय /Last date and time for receipt of tenders.	31.03.2023 को 15:00 बजे तक 31.03.2023 upto 15:00hrs
7.	निविदा खोलने की अंतिम तिथि एवं समय /Due date and time of opening of tenders.	31.03.2023 को 15:30 बजे से 31.03.2023 from 15:30hrs
8.	बयाना राशि जमा (ई.एम.डी) /Earnest money deposit (EMD)	₹./Rs 23, 100/-

2. निविदा दस्तावेज़ों को जारी करने के लिए पात्रता मानदंड /**Eligibility Criteria for Issue of Tender Documents** – जो निविदाकार निम्नलिखित पात्रता मानदंड को पूर्ण करेंगे केवल वे ही तकनीकी रूप से योग्य माने जाएंगे /Only those tenderer who satisfy the following eligibility criteria will be technically qualified:

क्र.सं. Sl. No	पात्रता मानदंड Eligibility Criteria	पात्रता के लिए दस्तावेजी प्रमाण (स्व-अनुप्रमाणित प्रतियां जमा करें) Documentary proof for the eligibility (Self attested copies to be submitted)
a.	<p>गत सात वर्षों के दौरान निम्नलिखित कार्यों को संतोषजनक रूप से पूरा किया हो /Should have satisfactorily completed the works as mentioned below during the last Seven years.</p> <p>i. तीन समान प्रकृति के कार्य, जिनकी लागत 40% से कम न हो अर्थात् रू. 4, 62,000.00 /Three similar works each costing not less than 40% or Rs 4, 62, 000.00 (या /or)</p> <p>ii. दो समान प्रकृति के कार्य, जिनकी लागत 60% से कम न हो अर्थात् रू. 6, 93, 000.00/Two similar works each costing not less than 60% or Rs 6, 93, 000.00 (या /or)</p> <p>iii. एक समान प्रकृति के कार्य, जिनकी लागत 80% से कम न हो अर्थात् रू. 9, 24, 000.00/One similar work costing not less than 80% or Rs 9, 24, 000.00</p>	<p>i. कार्य अनुभव प्रमाणित करने हेतु संबंधित प्राधिकारी द्वारा जारी कार्य आदेशों का प्रमाणित प्रति एवं कार्य समापन प्रमाणपत्र /Certified copy of work orders and completion certificates issued by the authority concerned to establish work experience.</p> <p>ii. प्राइवेट पार्टियों द्वारा जारी कार्य समापन प्रमाणपत्र टीडीएस (टैक्स डिडक्टेट एट सोर्स) प्रमाणपत्र द्वारा समर्थित होना चाहिए /Completion certificates for works issued by Private parties shall be supported by TDS (Tax Deducted at Source) certificates.</p>
	<p>टिप्पणी /Note:</p> <p>i. Similar work shall mean <u>Horticulture & landscaping work</u></p> <p>ii. The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple interest of 7% per annum, calculated from the date of completion to last date of receipt of application for bids. Work executed as sub-contract or joint-venture will not merit for eligibility/evaluation</p>	
c.	<p>निविदाकार के पास निम्नलिखित होने चाहिए: /The tenderer should possess the following:</p> <p>i. जिले में आदिवासी निवासी के लिए अनुसूचित जनजाति प्रमाणपत्र /Schedule Tribe certificate for tribal resident in Meghalaya state. या /OR,</p> <p>ii. अन्यो के लिए खासी हिल्स स्वायत्त जिला परिषद (केएचएडीसी) से ट्रेड लाइसेंस/Trade license from Khasi Hills Autonomous District Council (KHADC) for others.</p>	<p>सक्षम अधिकारी के द्वारा /From Competent Authority</p> <p>निविदा के साथ जमा किया जाएगा अन्यथा प्रस्ताव पर विचार नहीं किया जाएगा। Shall be submitted along with the tender otherwise offer will not be considered.</p>

3. निविदा दस्तावेज़ ई- निविदा वेबसाइट www.tenderwizard.com/ISRO से डाउनलोड किया जा सकता है। मात्र निविदा दस्तावेज़ डाउनलोड करने से ही निविदाकार बोली लगाने के लिए हकदार नहीं हो जाता है। निविदाकार द्वारा अपलोड किये गये दस्तावेज़ बाद में विभाग द्वारा सत्यापित किये जाएंगे। यदि वे अपेक्षानुसार नहीं पाए गए तो ऐसे प्रस्ताव अस्वीकार कर दिए जाएंगे। /The tender document may be downloaded from e-Tendering website www.tenderwizard.com/ISRO. Downloading of tender documents alone will not make a tenderer eligible for participating in the bidding. The documents uploaded by the tenderers will be subjected to verification subsequently by Department. If found not meeting the requirement, such offers will be rejected.

4. (a) निविदाओं के साथ **निदेशक, एनईसैक, उमियम, मेघालय, एसबीआई, बरापानी** के पक्ष में जारी किसी अनुसूचित बैंक के माँग रसीद में जमा/ मियादि जमा रसीद/ डिमांड ड्राफ्ट के रूप में या अनुसूचित बैंक द्वारा जारी बैंक प्रतिभूति के रूप में उपरोक्त पैरा (1) में निर्धारित मूल्य की बयाना राशि जमा संलग्न होनी चाहिए। बयाना राशि जमा निविदाओं की प्राप्ति की नियत तिथि से 180 दिनों तक वैध होनी चाहिए। /Tenders should be accompanied with Earnest Money Deposit for value specified in Para 1 above, in the form of Deposit at Call receipt/ Term Deposit Receipt of any Scheduled Bank issued in favour of **Director NESAC, Umiam, Meghalaya, payable at SBI, Barapani** (or) in the form of Bank guarantee issued by a scheduled bank. Earnest Money Deposit shall be valid for **180 days** from the due date of receipt of tenders.

(b) निविदा लागत /ईएमडी की छुट का दावा करने वाली एमएसएमई युनिटों को एमएसएमई उद्योग आधार ज्ञापन के साथ जिला उद्योग केंद्र (डी.आई.सी) /खादी एवं ग्राम उद्योग बोर्ड (के.वी.आई.बी.) /कोइर बोर्ड / राष्ट्रीय लघु उद्योग निगम (एन.एस.आई.सी.) / हस्तकला एवं हथकरघा निदेशालय अथवा एम.एस.एम. मंत्रालय द्वारा निर्दिष्ट अन्य किसान निकाय द्वारा जारी पंजीकरण प्रमाणपत्र प्रस्तुत करना होगा। ज्ञापन/ प्रमाण-पत्र में निविदा की नियत तारीख /विस्तारित तिथि के अनुसार मान्य होगा। /The MSME units claiming exemption of Tender cost/ EMD should submit MSME UDYOG ADHAR MEMORANDUM along with registration certificate issued by District Industries Centre (DIC) / Khadi & Industries board (KVIB)/ Coir band / National small industries commission (NSIC) / Directorate of Handicrafts and handlooms or any other body specified by ministry of MSME. The memorandum/certificate shall be valid as on due date/ extended due date of the tender.

5. निविदाएं उपरोक्त पैरा 1 में उल्लेख की गई निर्धारित तिथि एवं समय पर **निदेशक, एनईसैक, उमियम, मेघालय पिन – 793103 के कार्यालय में खोली जाएंगी** /Tender will be received and opened at the **Office of the Director, NESAC, Umiam, Meghalaya Pin-793103** on stipulated date and time specified in Para 1 above.

6. (a) ई.एम.डी. का मूल दस्तावेज़ निविदा खुलने की नियत तिथि और समय या उससे पहले **निदेशक, एनईसैक, उमियम, मेघालय पिन – 793103 के कार्यालय में** प्रस्तुत किया जाए। **यदि निविदा खुलने की नियत तिथि और समय या उससे पहले वैध ई.एम.डी. प्राप्त नहीं होती तो निविदा प्रस्ताव अस्वीकार कर दिया जाएगा** /Original instrument of EMD shall be submitted to the office of the **Director, NESAC, Umiam, Meghalaya Pin-793103** on or before due date and time of opening of tender. **If Valid EMD is not received on or before due date and time of opening of tender, the tender offer shall be summarily rejected.**

(b) निविदा लागत ई.एम.डी./ की छुट का दावा करने वाली एम.एस.एम.ई. युनिटों को एम.एस.एम.ई. उद्योग आधार ज्ञापन या उपरोक्त 4 (ख) में दर्शाए गए अनुसार, पंजीकरण प्रमाणपत्र प्रस्तुत करना होगा /The MSME units claiming exemption of tender cost/ EMD should submit attested hard copy of MSME UDYOG ADHAR MEMORANDUM or registration certificate as indicated in para 4 (b).

निविदा खुलने की नियत तिथि और समय से पहले **निदेशक, एनईसैक, उमियम, मेघालय पिन – 793103 के कार्यालय में** उपरोक्त ज्ञापन प्रमाणपत्र की हार्ड कॉपी प्रस्तुत की जाए। खुलने की नियत तिथि और समय से पहले हार्डकॉपी प्राप्त नहीं होती तो निविदा प्रस्ताव को अस्वीकार कर दिया जाएगा। /The hard copy of the above memorandum / certificate shall be submitted to the office of the **Director, NESAC, Umiam, Meghalaya Pin-793103** on or before the due date and time of opening of tender. If hard copy is not received on or before the due date and time of opening of tender, the tender shall be summarily rejected.

7. निविदा खुलने की अंतिम तिथि को जिन निविदाकारों ने वैध बयाना राशि जमा प्रस्तुत की है केवल उन्हीं की तकनीकी एवं वाणिज्यिक बोली खोली जाएगी। तकनीकी एवं वाणिज्यिक बोली खुलने के बाद आगे की विस्तृत संवीक्षा मूल्यांकन किया जाएगा। तकनीकी – वाणिज्यिक बोली के मूल्यांकन के दौरान, निविदाकारों के द्वारा प्रस्तुत किए गए दस्तावेजों की विस्तार से जाँच की जाएगी। यदि कोई निविदा जो पात्रता मानदण्ड पूरा नहीं करती है तो उसे इस चरण पर अस्वीकार कर दिया जाएगा और ऐसे प्रस्तावों पर आगे विचार नहीं किया जाएगा। इस स्तर पर, निविदाकारों की योग्यता का मूल्यांकन एक तकनीकी मूल्यांकन समिति (टीईसी) द्वारा किया जाएगा, जिसमें निविदाकारों द्वारा किए गए चयनित कार्यों का निरीक्षण शामिल है। उन्हीं निविदाकारों की मूल्य बोली एक निर्दिष्ट तिथि को (अर्ह निविदाकारों को उचित सूचना के साथ) खोली जाएगी जो जाँच और तकनीकी मूल्यांकन के दौरान अर्ह पाई गई है और निविदा प्रक्रिया अनुबंधों के अनुसार आगे की प्रक्रिया की जाएगी। /On the due date of opening, the Technical & Commercial bid of those tenderers who furnished valid EMD only will be opened. On opening of Technical & commercial bid, further detailed scrutiny/ evaluation will be carried out. During the evaluation of techno-commercial bids, the documents furnished by the tenderers will be scrutinized in detail. Any tender, found as not fulfilling the eligibility criteria will be rejected at this stage and such offers will not be considered for further processing. At this stage, the competency of the tenderers will be further evaluated by a Technical Evaluation Committee (TEC), including inspection of selected works carried out by tenderers. The Price bid of only those tenderers who have been qualified during the scrutiny and technical evaluation will be opened separately on a specified date (with due intimation of the qualified bidders) and further processed, as per tender procedure/stipulations.

टिप्पणी /Note: समान प्रकृति और परिमाण के किसी भी कार्य के लिए और मूल्यांकन के समान मानदण्डों के लिए किसी भी विशेष निविदाकार को यदि इसरो के किसी भी केंद्र द्वारा तकनीकी रूप से विगत एक वर्षों में मूल्यांकन किया जा चुका हो तो ऐसे बोलीदाताओं का पुनर्मूल्यांकन नहीं किया जाएगा और पिछले मूल्यांकन के अंकों को ही वर्तमान निविदा के लिए पात्रता के मूल्यांकन के लिए लिया जाएगा। /Any particular tenderer who has been technically evaluated by any of ISRO Centres in the past one year for any work of similar nature and magnitude and for same criteria of evaluation, such bidders will not be re-evaluated and the scores of the previous evaluation will be taken for the assessment of the eligibility for the present tender.

8. ठेकेदार, जिसके प्रस्ताव को स्वीकार कर लिया गया है, उसे आशय पत्र / कार्य आदेश जारी करने की तारीख से 15 दिनों के भीतर निविदा राशि के 2% के प्रदर्शन की गारंटी प्रदान करनी होगी। यह गारंटी **निदेशक, एनईसैक, उमियाम, शिलांग** के पक्ष में जारी किसी भी अनुसूचित बैंक की कॉल रसीद / सावधि जमा रसीद पर जमा के रूप में होगी (या) निर्धारित फॉर्म के अनुसार अनुसूचित बैंक द्वारा जारी बैंक गारंटी के रूप में। यदि ठेकेदार विस्तारित अवधि सहित निर्दिष्ट अवधि के भीतर उक्त प्रदर्शन की गारंटी जमा करने में विफल रहता है, तो ठेकेदार द्वारा जमा की गई धनराशि को जब्त कर लिया जाएगा और ठेकेदार को बिना किसी सूचना के स्वचालित रूप से रद्द कर दिया गया आशय पत्र / कार्य आदेश रद्द कर दिया जाएगा। निविदा के साथ जमा की गई धनराशि पूर्वोक्त प्रदर्शन की गारंटी प्राप्त करने के बाद ही वापस की जाएगी।

The contractor, whose offer is accepted, will be required to furnish performance guarantee of 2% (Two Percent) of the tendered amount within 15 days from the date of issue of letter of intent/ work order. This guarantee shall be in the form of Deposit at Call receipt/ Term Deposit Receipt of any Scheduled Bank issued in favour of **Director, NESAC, Umiam, Shillong**. (or) in the form of Bank guarantee issued by a scheduled bank in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period specified including the extended period if any, the Earnest Money deposited by the contractor will be forfeited and letter of intent/ work order cancelled automatically without any notice to the contractor. The Earnest Money deposited along with tender shall be refunded only after receiving the aforesaid performance guarantee.

9. इच्छुक निविदाकार **निदेशक, एनईसैक, उमियाम, मेघालय** की पूर्व अनुमति से निविदाएँ प्रस्तुत करने के पूर्व कार्यस्थल का निरीक्षण कर सकते हैं /Intending tenderers may inspect the site before submitting the tenders, with the prior permission of **Director, NESAC, Umiam, Meghalaya**.

10. निदेशक, एनईसैक की ओर से निविदा स्वीकारकर्ता प्राधिकारी न्यूनतम या की अन्य निविदा स्वीकार करने के लिए बाध्य नहीं है और बिना की कारण बताए प्राप्त किसी या सभी निविदाओं को अस्वीकार करने का अधिकार रखता है। सभी निविदाएँ जिसमें की निर्धारित शर्त पूरी नहीं की जाती है या निविदाकार औपबंधिक छूट की कोई शर्त रखता है तो उन्हें बिना विचार किए अस्वीकार किया जाएगा /The tender accepting authority on behalf of Director, NESAC is not bound to accept the lowest or any other tender and reserves the authority to reject any or all the tenders received without assigning any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.

11. निदेशक, एनईसैक की ओर से निविदा स्वीकारकर्ता प्राधिकारी कार्य आदेश जारी करने से पूर्व कार्य क्षेत्र में परिवर्तन कार्य की मात्रा को कम करने का अधिकार भी रखता है और निविदाकार इस पर किसी भी प्रकार दावा नहीं कर सकता /The tender accepting authority on behalf of Director, NESAC also reserves the right to alter the scope/ or reduce quantum of work before issue of work order and the tenderer shall not have any claim what so ever on this account.

12. निदेशक, एनईसैक की ओर से निविदाकर्ता प्राधिकारी संपूर्ण निविदा या उसके किसी भाग को स्वीकार करने का अधिकार रखता है और निविदाकार प्रस्तावित दर पर उस कार्य के निष्पादन के लिए बाध्य होगा /The tender accepting authority on behalf of Director, NESAC reserves the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.

13. निविदा के संबंध में प्रत्यक्ष या अप्रत्यक्ष सिफारिश करने पर सख्त प्रतिबंध है और ठेकेदारों द्वारा सिफारिश का सहारा लेते हुए प्रस्तुत की गई निविदाएँ अस्वीकार कर दी जा सकती है /Canvassing directly or indirectly, in connection with tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.

14. निविदा स्वीकारकर्ता प्राधिकारी समय-समय पर सरकार की नीतियों के अनुसार प्रस्तावों को प्राथमिकता देने का विकल्प रखता है /The tender accepting authority reserves the option to give preferences to the offers in accordance with the policies of the Government from time to time.

15. ठेकेदार को विभाग के उस विशेष केंद्र, जो ठेके को प्रदान करने और निष्पादित करने के लिए उत्तरदायी है, के प्रभाग में कार्य करने हेतु निविदा करने की अनुमति नहीं दी जाएगी, जहाँ उसका निकट संबंधी कार्यरत हो। उसे उन व्यक्तियों के नाम बताने होंगे जो उसके साथ किसी भी रूप में कार्य कर रहे हैं या तदुपरांत उसके द्वारा नियोजित किए गए हैं और जो अंतरिक्ष विभाग में किसी भी राजपत्रित अधिकारी के निकटतम संबंधी है। ठेकेदार द्वारा इस शर्त का कोई भी उल्लंघन उसे निविदा की अस्वीकृति या अनुबंध को रद्द करने के लिए उत्तरदायी होगी। /The contractor shall not be permitted to tender for works in the Division of that particular Centre of the Department responsible for award and execution of contracts for which his/her near relative is working. He/she shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted Officer in the Department of Space. Any breach of this condition by the contractor would render him liable for rejection of tender or cancellation of contract.

16. निविदा, उपरोक्त पैरा 1 में निर्दिष्ट निविदा की प्राप्ति की नियत तिथि से **न्यूनतम 120 दिनों की अवधि** तक वैध होगा। यदि कोई निविदाकार वैधता अवधि के अंदर प्रस्ताव वापस लेता है या निविदा के किसी भी नियम और शर्त में संशोधन करता है जो विभाग द्वारा स्वीकार्य नहीं है तो सरकार को किसी अन्य अधिकार या निवारण के पूर्वाग्रह तक बिना बयाना राशि जमा का 50% (पचास प्रतिशत) पूर्णतया ज़ब्त करने की छूट है। साथ ही, निविदाकार को कार्य की पुनः निविदा प्रक्रिया में भाग लेने की अनुमति नहीं दी जाएगी। /The tender should be valid for **minimum period of 120 days** from the due date of receipt of the tender specified in Para 1 above. If any tenderer withdraws the offer within the validity period or makes any modifications in the terms and conditions of the tender which are not acceptable to the Department, the Government shall without prejudice to any other right or remedy, be at liberty to forfeit 50% (Fifty Percent) of the Earnest Money Deposit absolutely. Further, the tenderer shall not be allowed to participate in the re-tendering process of the work.

17. उक्त कार्य एनईसैक परिसर के भीतर किया जाएगा जो सीआईएसएफ के नियंत्रणाधीन हैं /The said work is to be taken up inside NESAC Office Campus which is under CISF control.

अतः, निम्नलिखित बातों पर अवश्य ध्यान दें /Therefore, following points are to be noted:-

(क/अ) कार्य शुरू करने के पहले कर्मचारियों और मज़दूरों की सूची उनके पहचान पत्र समेत जमा करना आवश्यक /List of Staff and labour along with ID proof are to be submitted before commencement of work.

(ख/ब) निर्माण कार्य का समय 09.00 बजे से 17.00 बजे तक है। उक्त समय से परे कार्य करने के संबंध में सक्षम प्राधिकारी से वैध कारण के साथ अग्रिम अनुमति लेनी होगी। क्योंकि कार्य का निष्पादन एनईसैक परिसर के भीतर ही करना है अतः कार्य के सहज और सरल संचालन के लिए संबंधित क्षेत्र, गेट के सम्मुख पार्किंग क्षेत्र को किसी भी प्रकार की रूकावट /मलबे / धूल आदि से मुक्त रखना आवश्यक है /Construction working hour from 0900 hrs to 17.00hrs. Beyond the said timing separate permission are to be accorded in advance from the competent authority with valid reason. Since the works are to be taken up inside NESAC Office Campus approach area/parking area in front of the gate are to be kept free from any obstruction/debris/dust etc. for smooth and easy movement.

18. निविदा तय होने पर, सफल निविदाकार के साथ एक करार किया जाएगा / On concluding the tender, an agreement shall be drawn with the successful tenderer.

Sd/-

निदेशक, एनईसैक/ , Director, NESAC
उमियम/Umiyam, मेघालय/Meghalaya

B. DECLARATIONS BY THE TENDERER/ CONTRACTOR

1. I hereby declare that I have gone through clearly and understood the General Conditions of Contract for Minor and Maintenance works along with the schedules (schedules G, H and I) and other relevant formats (formats 1 to 5) uploaded in website at <http://www.isro.gov.in/tenders>.
2. The tenderers are requested to meticulously go through the following clauses in particular.

Clause No.	Description
Clause 1	Performance Guarantee
Clause 1A	Security Deposit
Clause 2A	Compensation for Delay
Clause 3	Determination of Contract
Clause 3A	Closing of contract by either party
Clause 4	Contractors remain liable to pay compensation even if action is not taken under clause 3.
Clause 5	Time & Extension for Delay
Clause 6	Measurement of work done
Clause 6A	Computerized Measurement Book
Clause 7	Payment
Clause 8	Completion certificate
Clause 8A	Contractor to keep site clean.
Clause 9	Payment of final bill
Clause 9A	Payment of contractor's bill to banks
Clause 10A	Materials to be provided by the Contractor
Clause 10D	Dismantled materials belong to Government
Clause 11	Works to be executed in accordance with specification, drawings, orders etc.,
Clause 11A	Action where no specification.
Clause 12	Deviations/ Variations, Extent and Pricing
Clause 13	Foreclosure of Contract due to abandonment or reduction in scope of work
Clause 15	Suspense of works
Clause 16	Action in case of work not done as per specification
Clause 16A	Notice to be given before covering up.
Clause 17A	Contractor liable for damages, defects during maintenance period.
Clause 18	Contractors to supply tools and plants.
Clause 18A	Recovery of compensation paid to workmen
Clause 18B	Ensuring payment and amenities to workers if contractor fails.
Clause 19	Labour Laws/ Safety Provisions to be Complied by the Contractor
Clause 20	Minimum wages act
Clause 21	Work not to be sublet. Action in case of insolvency.
Clause 22	Compensation payable are without reference to actual loss or damages.
Clause 23	Change in firm's constitution to be intimated.
Clause 25	Settlement of Disputes and Arbitration.
Clause 25A	Settlement of dispute between CMG/ CMD & Central Govt.
Clause 28	Renumbered as clause 11A
Clause 29	Withholding and lien in respect of sums due from Contractor.
Clause 29A	Lien in respect of claims in other Contracts
Clause 30	Termination of Contract on death of contractor
Clause 31	Water Supply
Clause 32	Electricity
Clause 36	Employment of Graduate/ Diploma Engineers
Clause 39	Relative working with Department
Clause 40	Restriction for employing retired Government Servant
Clause 46	Settlement of claims for compensation in case of Accident
Clause 47	Planning and Designing in purview of Vulnerability Atlas of India

Date:

Signature of tenderer/ Contractor

Place:

with Name and legal address
Contractors Stamp & Seal

Item Rate Tender for Works

Memorandum

- a) Title of work: Landscaping works in NESAC office campus and Children park in Residential area.
- b) NIT No: NESAC/DIR/CMD/234/2023 dated 17.03.2023
- c) Estimated cost Rs 11.55 lakhs
- d) Earnest Money Rs 23, 100/-
- e) Performance guarantee: ₹ 2% of the tendered value.
- f) Security Deposit: ₹ 2% of the tendered value.
- g) Time allowed for completion of the work from the 15th day of issue of work order: 2 Months

1./ We hereby tender for the execution for the Director, NESAC for the work specified in the this Written Memorandum and the notification inviting tender (NIT)within the time/s specified in the Memorandum at the rates specified in the attached schedule of quantities (schedule A) on page and in all respects with these specifications, design, drawings and instructions in writing referred to in Rules hereof and in clause 11 of the General conditions of Contract (GCC) and with such materials as provided for by and all other respects in accordance with such conditions so far as applicable.

2.Should this tender be accepted in whole or in part, I/We hereby agree to abide by and fulfill all the terms and provisions of General conditions of contract (GCC) and General Guidelines to be read in conjunction with GCC, annexed here to and all the terms and provisions contained in NIT, which has been read by me/ us and explained to me/ us so far as applicable or in default thereof to forfeit and pay to the President of India or the successors in Office the sums of money mentioned in he said conditions.

3. A sum of Rs _____is hereby forwarded by crossed D.D, Fixed deposit, Bank Guarantee by approved Scheduled bank, Call Receipt of a Scheduled Bank guaranteed by the Reserve Bank of India as Earnest Money. If I/ We fail to commence the work specified in the above Memorandum, I/ We agree that the said President or his successors in office shall, without prejudice to any other right or remedy be at liberty to forfeit the said EMD absolutely.

4. In the event of accepting my/ our offer by Department, I/ We agree to revalidate the earnest money deposited as Performance Guarantee within 15 days from the date of issue of letter of intent/ work order. In case, if I/ We fail to revalidate the same within the period specified including the extended period if any, I/ We agree that the said President or his successors in office shall, without prejudice to any other right or remedy be at liberty to forfeit the said EMD absolutely.

5. I/ We agree to execute all the works referred to in the tender documents upon the terms and conditions contained or referred therein and to carry out such deviation as may be ordered subject to the condition of clause 12 herein after referred to as the deviation limit at the rates quoted in the tendered documents and those in excess of that limit at the rates to be determined in accordance with the provision contained in clause 12 of the General conditions of Contract (GCC)

6. I/We hereby declare that I/ We shall treat the tender documents, drawings and other records connected with the work as secret/ confidential documents and shall not communicate the same or use the information in any matter prejudicial to the safety of the country.

7.I/ We declare that I/We possess a copy of the Specifications of Civil Engineering works/ Specification for Electrical works/ Specification for Air conditioning works of Construction and Maintenance Group, _____ Department of Space, Government of India,. I/We have signed the Master copy of the Specifications available in the office of the Group Head, CMG/ Head CMD, in token of noting the contents therein.

I/We also declare that I/We have perused in detail and examined closely the specifications and I/We agree to be bound by and comply with all such specifications for this work.

I/We declare that the work will be carried out as per the specification in tender document and as per the specifications said above. The items of work not covered in the specifications said above will be carried out as per the specifications in the relevant CPWD specifications, and if not covered in CPWD specifications the work will be carried out as in the relevant specifications of Bureau of Indian Standard, and if not covered in any of the above, the work will be carried out as directed in writing by the Engineer-in-charge.

8. I/We declare that I/We..... are not associated, nor has been associated in the past, directly or indirectly with the consultant or any other entity that has prepared the design, specification and other documents for the project for which tenders are invited.

I/We also declare that I/We are not associated, nor has been associated in the past, directly or indirectly with the consultant or any other entity who has been engaged by the Department to provide consulting services for the preparation of supervision of the works for which tenders are invited.

I/We declare that the rates quoted by me/us are on the basis of the above.

Dated theday of20.....

Witness

Address

Occupation

Signature of
the tenderer/ Contractor

DEFINITIONS

1. CONTRACT:

The 'Contract' means the documents forming the tender and acceptance thereof and the formal agreement executed between the Director NESAC and the Contractor, together with the documents referred to therein including these conditions, the specifications, design, drawings and instructions issued from time to time by the Engineer-in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

2. CONTRACTOR:

The 'Contractor' means the individual or firm or company, whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individual or the persons composing such firm or the successors of such firm or company and the permitted assignee of such individual or firm or firms or company.

3. PRESIDENT:

The 'President' means the President of India and his successors.

4. GOVERNMENT:

'Government' or 'Government of India' means the President of India.

5. DEPARTMENT:

'Department' means Department of Space, Government of India.

6. ENGINEER-IN-CHARGE:

The 'Engineer-in-charge' means the Group Head, CMG/ Head CMD/ Engineer-SG/ Engineer-SF/ Engineer-SE/ Engineer-SD, as the case may be, or the appropriate competent authority declared by the Government who shall supervise and be in charge of the work and who shall sign the contract on behalf of the President.

7. WORK (S):

The expression 'Works' or 'Work' shall unless there is 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.

8. SITE:

The 'Site' means the land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.

9. MARKET RATE:

'Market Rate' shall be the rate as decided by the Engineer-in-charge on the basis of the cost of materials and labour at the site including applicable taxes, duties and also the transportation charge to where the work is to be executed plus the percentage mentioned in schedule 'F' to cover all overheads and profits.

10. SCHEDULE (S):

'Schedule(s)' referred to in these conditions shall mean the relevant schedule (s) annexed to the tender papers.

11. SCHEDULE OF RATES (SOR):

'Schedule of Rates' of the Department mentioned in the schedule 'F' here under, with the amendments thereto issued upto the date of receipt of tender.

12. TENDERED VALUE:

'Tendered Value' means the value of the entire work as stipulated in the letter of award or work order.

SCHEDULE 'F' - REFERENCE TO GENERAL CONDITIONS OF CONTRACT

Name of work: Landscaping works in NESAC office campus and Children park in Residential area.

1.	Estimated cost of work	Rs 11.55 lakhs
2.	Earnest Money	Rs 23, 100/-
3.	Performance Guarantee	Rs 2% of the tender value
4.	Security Deposit	Rs 2% of the tendered value

REF: CLAUSE 1 OF GCC: PERFORMANCE GUARANTEE	
(i) Time allowed for revalidating the earnest money as performance Guarantee, from the 15 th day of issue of letter of acceptance.	15 days
(ii) Maximum allowable extension beyond the period provided in (i) above	15 days
REF: CLAUSE 2A OF GCC: COMPENSATION OF DELAY	
Authority of fixing compensation under clause 2A	Director, NESAC, Umiam
REF: CLAUSE 5 OF GCC: TIME & EXTENSION FOR DELAY	
Number of days from the 15 th day of issue of letter of Acceptance for reckoning date of start	As per work order
Time allowed for execution of work	2 months

REF: CLAUSE 6 & 6A OF GCC: MEASUREMENT OF WORK DONE AND COMPUTERIZED MEASUREMENT BOOK

Clause applicable: 6A

REF: CLAUSE 12 OF GCC: DEVIATIONS/ VARIATIONS, EXTENT AND PRICING

REF: CLAUSE 16 OF GCC: ACTION IN CASE OF WORK NOT DONE AS PER SPECIFICATION

Competent Authority for deciding reduced rates: Director, NESAC, Umiam

REF: CLAUSE 25 OF GCC: SETTLEMENT OF DISPUTES AND ARBITRATION

Law court of Jurisdiction : Shillong

Sd/-
निदेशक, एनईसैक/ , Director, NESAC
उमियम/Umiam, मेघालय/Meghalaya

Special condition to the tenderer:

Scope of work: The scope of work is as detailed below:-

1. Uprooting the existing vegetation and weeds by digging the area to a depth of 60 cm.
2. Supply of good quality earth suitable for landscaping (Top soil/Black soil).
3. Supply of good quality farm yard manure (FYM).
4. Mixing and spreading the mixture of soil and manure in proper proportion (2:1) including dressing and watering.
5. Grassing the area with approved good quality / weed free carpet grass either using cut grass and maintaining the same for initial one month.
6. Maintaining the landscaping area for one year including deploying required man power, application of water, insecticides for proper growth of grass which includes removing weeds at periodical intervals etc.
7. The quality of earth, manure, grass etc. samples shall be got approved by Department before bringing bulk supply to site.
8. The scope of work includes all tools required for garden works shall be the responsibility of the contractors.

I/We read the above conditions and rates quoted accordingly

Signature of the tenderer/ contractor with seal.

SCHEDULE 'A' - SCHEDULE OF QUANTITIES (PRICE SCHEDULE SEPARATELY ATTACHED)

General notes:

Rates for various items of work in the accompanying schedule of quantities for 'Landscaping works in NESAC office campus and Children park in Residential area' shall be quoted after taking into account of the following notes.

1. This is an indivisible works contract. The rates quoted shall include all taxes including Goods and Service Tax (GST) at applicable rates and all levies, duties, cess etc. payable under respective statutes.
2. Deductions as per statutes will be effected from the bill and remitted to the Department concerned. The rates for various items of works in the Schedule of quantities shall be quoted taking into account the cost of materials, labour, tools and plants, scaffolding, necessary wastages, cost of handling and conveyance of materials to place of work, over heads and profits and any other incidentals included therein.
3. The rates for various items of works in the Schedule of quantities shall be quoted taking into account the cost of materials, labour, tools and plants, scaffolding, necessary wastages, cost of handling and conveyance of materials to place of work, over heads and profits and any other incidentals included therein.
4. The rate quoted shall abide all the provisions mentioned in General Conditions of Contract (GCC) and other general guidelines mentioned in this tender.
5. The rates quoted shall be in decimal coinage.
6. Rates quoted by the tenderer/ contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the Contractor shall be taken as correct.
7. If the amount of an item is not worked out by the Contractor or it does not correspond with the rate written either in figures or words, then the rate quoted by the Contractor in words shall be taken as correct.
8. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly the rate quoted by the Contractor will be taken as correct and not the amount.
9. In the event no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this/ these item(s) in other item(s). The rate for such item(s) will be considered as ZERO. The work will be required to be executed as specified.
10. The rate in words shall be written in English.
11. In the 'Item of work/ description of work' column 'unit' column, the various abbreviations shall mean as below.
 - a. M/m/Rm/Mtr/MTR shall mean 'Metre' in length or breadth or depth.
 - b. SQM/Sqm/SM/sqm/M2/m2 shall mean 'Square Metre' in area
 - c. Cu.m/cu.m/Cum/M3/m3 shall mean 'Cubic Metre' in volume.
 - d. Kg/kg/KG shall mean 'Kilogram' in weight.
 - e. MT/mT/Mt/T shall mean 'Metric Tonne' in weight
 - f. Cm/CM/cm shall mean 'Centimetre'
12. After duly filing the rates and amount, this price schedule shall be put in a cover super-scribed with 'Price Bid' and also the name of the work, NIT number and name of tenderer

Signature of Tenderer with
Name and legal address

Date:

(PRICE SCHEDULE SEPARATELY ATTACHED)

SCANNED COPY OF THE FOLLOWING DOCUMENTS INCLUDING ALL PAGES OF TECHNICAL BID, SHALL BE SIGNED AND UPLOADED FAILING WHICH THE TENDERERS ARE LIABLE TO BE REJECTED

1. Completion certificates issued by the authority concerned to establish work experience.
2. Documentary proof for having executed the work of similar nature and comparable magnitude as per the eligibility criteria.
3. Necessary documentary proof towards type of structure and area requirements shall be invariably produced (Please refer eligibility criteria)
4. Completion certificate for works issued by private parties shall be supported by TDS (Tax Deducted at Source) certificates.
5. PAN/GST details.
6. Company Profile with details.
7. Earnest Money deposit.
8. In case the bidder is claiming any exemption under NSIC/MSME registration, copy of relevant registration certificate clearly indicating the registered value and monetary limit should be attached.
9. Additional documents if any, such as Declaration by the Tenderer available in <https://www.isro.gov.in/tender> etc should be signed by the contractor and uploaded.

IMPORTANT NOTE: -

The original instrument Earnest Money Deposit or hard copy of NSIC/MSME shall reach Director, NESAC, Umiam, Meghalaya Pin-793103 on or before tender opening date and time as stipulated in e-Tender Notice. If original Earnest Money Deposit or Copy of NSIC/MSME fail to reach this office on or before tender opening date and time, the tender will be rejected.