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THE WEST BENGAL

benfed

STATE CO-OPERATIVE
MARKETING FEDRATION LTD.

Malda Branch. BENFED BHAWAN.

P.O. – Mahesmati. Dist. – Malda - 732101.

Ref. No.:- SCMF/MB/F-65/349

Date.:- 06.10.'09

NOTICE INVITING TENDER

N.I.T. No. 01 of 2009-2010.

A. PREFACE:

On behalf of BENFED, Sealed Tenders on Percentage – Rate – Basis are hereby invited in prescribed forms from the contractors for execution of the following works.

B. SCHEDULE:

Sl. No.	Name of the Work	Estimated Amount (Rs.)	Eligibility of Contractors for Participation	Earnest Money (Rs.)	Time Allowed for Completion (Months)	Cost of Tender Document (Rs.)
1	Repairing & Renovation Works of Benfed's Jute Gogown at Gabgachi, Malda	6,40,072/-	Completed R.C.C. Building works of value not less than Rs.3,20,000/- under single contract during last three financial years in Govt./ Govt. Undertaking/ Co-operative Sectors	12,800/-	3 (Three)	500/- (non refundable)

C. APPLICATION :

- Tender papers are available from the website of D.M. Malda (www.malda.nic.in) & the website of BENFED (www.benfed.org) as well as from the office of BENFED at Maheshmati, Malda up to 2.00 P.M. on 23/10/09.
- All intending agencies may submit tender document. The completed tender document (downloaded form as well as received from the office of BENFED at Maheshmati) will be submitted to the tender box in the office of BENFED at Maheshmati, Malda up to 28/10/09 before 2.00 P.M.
- Cost of tender document and earnest money have to be deposited with the tender document in the form of two bank drafts (one bank draft for earnest money and other bank draft for cost of tender) as per prescribed amount of above schedule drawn in favour of 'The West Bengal State Co-operative Marketing Federation Ltd.' payable at Malda. The credential certificate on executed R.C.C. Building work should not be less than 50% of the estimated amount in a single work executed not more than last 3(three) financial years. No Tender without the said two bank drafts shall be accepted under any circumstances.
- The tender document shall comprise of the Technical bid, the Financial bid & respective price schedule of work along with two bank draft with necessary required documents as stated below shall be in a envelope containing two sealed covers (one super scribing 'Earnest Money, Cost of Tender form & other Documents' and the other super scribing 'Price Schedule') which has to be sealed and marked the name of work with tender serial no & authorized address of the bidder in outer envelope which will be submitted by the bidder in the tender box at above mentioned place.

- e. The tender document duly filled in all respect may be sent in personally by the agency or submit tender by hand or through registered post so as to reach the office before 2.00 p.m. (as per office clock) on 28/10/09. Any sealed cover of bid received after the time set forth will not be entertained and will be returned unopened. Undersigned does not take any responsibility for delay caused by the postal authorities or otherwise.
- f. The bidders shall adopt the percentage rate required to quote as percentage above / below /at par of the scheduled rate as specified in tender schedule (B.O.Q.).
- g. The acceptance of lowest tender is not obligatory and the authority reserves the right to accept or reject any of all the tenders without assigning any reason whatsoever.
- h. Duly attested / certified copies of the following documents are to be enclosed in the tender along with the application at his own pad with authorized address & contract details of the Bidder. The originals are to be shown at the time of opening of Tender Papers:
 - i. **Trade License/Electrical license for electrical works.**
 - i. **PTCC; ITCC & / PAN Card; STCC; Registration certificates of VAT.**
 - ii. **Credential of Experience for execution of similar nature of work as specified under any Govt./ Govt. Undertaking/ Co-operative Sectors.**
 - iii. **Partnership Deed in the case of Registered Company or relevant part of the Constitution in the case of Registered Co-operative Societies.**
 - iv. **Valid Registration Certificate in the case of Firm / Engineers' co-operative Societies.**
 - v. **Valid registration of establishment of Contractor/Agency/Firm with the Assistant Labour Commissioner, Malda. As per, "The West Bengal Building and Other Construction Workers (Regulation of Employment and Conditions of Services) Rule, 2004".**
- i. In the event of the application being submitted by a Firm, it must be signed separately by each member of the Board of Directors / Partners or in the event of absence of any Partner, it must be signed on his / her behalf by a person holding a Power of Attorney authorizing him / her to do so.
- j. Tenderers are requested to drop their tender forms along with all relevant documents. Tender forms will be treated as invalid without any relevant documents. No papers will be taken separately at the time of tender opening.

D. DATE OF SUBMISSION OF TENDER:

- Date of submission of Tender will be 28/10/2009 upto 2.00 P.M.
- The Tenders must be submitted in sealed cover superscripting the NIT No, Sl. No. & Name of the work and Name & Address of the Tenderer. The Tenders should be submitted in the Tender Box at the office of BENFED at Maheshmati, Malda on the date and within the time stipulated without fail.

E. DATE OF OPENING OF TENDER:

Tenders, so received on **28 /10/09** at **2.00 P.M.** will be opened **on 28/10/09 at 2.30 P.M.** in presence of the A.R.C.S., Executive Engineer or his representative of Zilla Parishad, Junior Engineer of BENFED and the available Tenderers.

F. SPECIAL TERMS AND CONDITIONS:

- a. Fixing of Informatory Signboard may be with brick/cement concrete pillar affixing Marble Plate with written the required matter & taking of Photographs at the own cost & effort of the successful Tenderer (Contractor) are precondition of this Tender. This end will make no extra payment to these effects to the contractors.
- b. The Contractor should fix the Informatory Signboard at a visible point at the site of work before commencement of the work as per instruction of the undersigned.
- c. The Contractor should take photographs of the work in three phases. First, before commencement of the work by affixing Signatory board, Second during execution of the work and finally, after completion of the work at his own cost & effort and submit all the photographs to this office periodically.
- d. In addition to the normal deductions towards taxes, royalties etc. from the bills being paid to the contractors against the work being executed, deduction of additional amount regarding Labour welfare cess @ 1% (At the Rate of One Percent) only of the bill value will be made towards the "Building and other construction workers Welfare Cess Act, 1996" as per order of the Finance Deptt. Govt. of West Bengal.
- e. Detailed Terms and Conditions of the Tender, Specification of Work, Drawings, if any, etc may be seen in the office during office hours.
- f. Retention towards security amounting to 10 (Ten) per cent (including earnest money) of the billed amount shall be made in the first. The agency has executed and completed the works and rectified any defect therein to the satisfaction of the Engineering-in- charge. After expiry of 1(one) year for the executed works from the date of completion of the work certified by the respective Junior Engineer, the performance security will be repaid to the Agency.
- g. The contract will not attract any arbitration clauses and the contract will not include any clause towards escalation of price. Also before Sub-mission of the tender the Contractor must visit the site to judge the local condition from all corners and no plea/complain about the site will be entertained afterwards. It will be presumed that the agency offered the tender rate after review of entire position of the work site. It should be done at their own cost.
- h. Land for installation machineries have to be arranged by the Agency. However, if there be any separable Govt. land, the same may be given for the purpose on rental basis as per rent fixed by L.A. collector of the district/ appropriate competent Authority.
- i. During the execution of the works for widening of roads, the agency shall keep at the site reasonably free from all unnecessary obstruction for that purpose if required shall arrange for removal of structures, encroachments etc. at this own cost.
- j. The agency is liable to maintain the road and keep the road traffic worthy till handing over the road on completion of the work. No extra cost will be paid on this account.

- k. No additional or substituted item of work will be executed by the agency without prior approval of the Engineering-in-charge (E.I.C). Additional or substituted items will be paid at rates as per schedule of rates of PWD/PW (R) Deptt. in vogue at the time of entering into contract. If rates of such item do not appear in the schedule of either PWD/PW (R) Deptt. or can not be derived from them the Engineering-in-charge (E.I.C) will decide the rate on the basis of market rates of various components with 10% profit & overhead charges and the decision of the E.I.C will be final and binding. Also the contractual rate should be applicable in all cases.
- l. The agency will submit a work programme (Bar chart) to the E.I.C. within seven days from the date of work order indicating date of completion of various phases of work and strictly comply with the schedule. Also one Triplicate site order book should be used at works site for execution the works which has been duly signed by the E.I.C. before starting of work.
- m. All materials brought to the site must be up to the standard & quality and must have to be approved by the E.I.C. Rejected materials must be removed by the agency at his own cost from the site within 24 hours of the issue of order to that effect. The agency shall not be entitled to any claim for loss or damage, which may be caused by such removal. Surplus materials which may cause inconvenience to the others must also be removed by the agency at his own cost from the site.
- n. Before starting of work, work site where necessary, must be properly dressed after cutting, clearing & cleaning all varieties of jungles, shrubs or any undesirable vegetation & all unserviceable materials from the alignment or site of works for which nothing will be paid extra unless specifically provided in “price schedule of probable items with approximate quantities.
- o. All risks on accounts of rail way or road carriage by boat including loss or damage of vehicles, boats, barges, materials or labours will have to be borne by the agency.
- p. The work must have to be completed in all respects within the time specified in notice inviting Tender from the date of issue of ‘Work Order’. The time period for completion as specified in the tender shall be deemed to be the essence of the contract.
- q. Monthly running account bills may be made on demand during progress of the work maintaining the programme.
- r. To rescind the contract of which rescission notice in writing to the contractor under the hand of the undersigned shall be conclusive evident and in which case the security deposit of the contractor shall stand forfeited & be absolutely at the disposal of BENFED.
- s. The agency shall have to make his own arrangements for water and/ or Electricity as required on the work during execution of the job.
- t. All consumable materials are to be supplied by the agency at his own arrangement and valid document (of IOC /and authentic sources) are to be submitted.

- u. The successful Tenderer will have to abide by the provisions of West Bengal Contract Labour Rules, 1972 as will be forced from time to time. If no labour license is obtained and produced by the contractor, payment is liable to get withheld.
- v. All the works are to be executed according to drawing specification approved by the authority & the direction of the E.I.C is to be strictly followed.
- w. The contractor shall have to make the necessary arrangements of his own for examination of the works, Executed/ to be executed, by the inspecting engineers.
- x. The quantity mentioned under different items of work may vary. The contractor should be bound to execute any quantity, as required and directed, in the same rate quoted by him.
- y. In case the works are not executed as per programme and/ or in good workmanship, the work may be withdrawn from the contractor and another new contractor may be engaged and in such case the extra amount, if any, needed for execution of the balance work should be recovered from any dues, in the form of Bills and/ or Security Deposit, lying with the owner.
- z. Incomplete tender will be rejected summarily. The successful Tenderer will have to execute a formal agreement on a non-judicial stamp paper worth Rs 10/- & West Bengal form no -2911 within 7(Seven) working days from the date of issue of work order.
- aa. As per rules framed under the building & other construction workers' Act 1996 and the building & others construction workers ' Cess Act 1996 deduction applicable towards payment of Cess will be made from the bill of the agency along with other statutory deduction.
- bb. The work order will be issued according to availability of fund.

G. GENERAL TERMS AND CONDITIONS:

- a. If the last date of sub-mission & date of opening of tender as holyday, the tender will be received & opened on the next working day at the same time and venue.
- b. This notice shall form part of terms & condition of the tender and the tenderer is bound to abide by them.

H. CLAUSE 2 OF CONDITION OF CONTRACT:

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 proceed with all the 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 percent, or such smaller amount as the E.I.C. (whose decision in writing shall be final) may decide, on the amount of the tendered amount of the whole work as shown in the tender for every day that the work remains uncompleted or unfinished after the proper date. The contractor shall commence execution of such part of the work as may be notified to him within 7(seven) days from the date of the order of commencement for work and diligently continue such work and further to ensure good progress during the execution of the work. He shall be bound in all cases in which the time allowed for any work exceeds one month, to complete one fourth of the whole work before one fourth of the whole time allowed under the contract has elapsed, one half of the whole work before one half of such time has elapsed and three fourth of the whole work before three fourth of such time has elapsed. In the event of the contractor failing to comply with any of the conditions herein, he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as the E.I.C. (whose decision in writing shall be final) may decide on said tendered amount of the whole work for every day that the due quantity of work remains incomplete, PROVIDED ALWAYS that entire amount of compensation to be paid under the provision of this clause shall not exceed 10 (ten) percent on the tender amount of the work as shown in the tender.

THE AUTHORITY reserves the right to accept or to reject any or all Tenders or can distribute a part or whole of any work to any or among more than one Tenderer without assigning any reason.

**District Manager,
BENFED, Malda Branch**

Ref. No.:- SCMF/MB/F-65/349(9)

Date:- 06.10.'09

Copy forwarded for information to:

1. The General Manager (B), BENFED, Kolkata - with request to arrange publicity of this tender Notice & all other allied documents through the e-tendering in website:-
www.benfed.org
2. The Secretary, Malda Zilla Parishad, Malda.
3. C.A. to the District Magistrate, Malda & the Executive Officer, Malda Zilla Parishad, Malda.
4. The Executive Engineer/District Engineer, Malda Zilla Parishad, Malda.
5. The District Informatics officer, National Informatics Centre, Malda Collectorate, Malda-with request to public this tender notice and all other allied documents in website: -
www.malda.nic.in
6. The A.R.C.S., Malda.
7. The Director, BENFED, Malda.
8. The Sr. Civil Engineer, BENFED, Kolkata.
9. This Office notice Board for wide publicity.

Sd/-

**District Manager,
BENFED, Malda Branch**