

Fax : 2441-4372

Telegram : "Apexmarket"

Phones : 2441-4366

4367

4368

THE WEST BENGAL

**benfed**

STATE CO-OPERATIVE

MARKETING FEDERATION LTD.

SOUTHEND CONCLAVE 3<sup>rd</sup> Floor.

1582, Rajdanga Main Road, Rajdanga,

Kolkata-700107.

Ref. No. SCMF/Eng/P&D/ 165

Date 07.02.2011

## **NOTICE INVITING TENDER**

(2ND CALL)

### **A. PREFACE:**

Sealed Tenders on Item – 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	Eligibility of Contractors for Participation	Earnest Money (Rs.)	Time Allowed for Completion (Months)	Cost of Tender Document (Rs.)
1	Construction of Chambers with wooden partition at BENFED, H.O., Kolkata	Completed similar type of works of value not less than Rs. 1.00 Lac under single contract during last three financial years in Govt./ Govt. Undertaking/ Co-operative Sectors	2% of the quoted amount	1 (One)	500/- (non refundable)

### **C. APPLICATION :**

- Tender papers are available from the website of BENFED ([www.benfed.org](http://www.benfed.org)) as well as from the Head Office of BENFED at **1582, Rajdanga Main Road, Rajdanga, Kolkata-700107** up to 2.00 P.M. on 25/02/2011.
- All intending agencies may submit tender document. The completed tender document (downloaded form as well as received from the office of BENFED at Kolkata) will be submitted to the tender box in the office of BENFED at Kolkata on 28/02/2011 up to 13.00 hrs.
- Cost of tender document have to be deposited in cash (non refundable) with the application for issuing tender documents from the H.O., BENFED and the earnest money have to be deposited with the completed tender document in the form of bank draft as per prescribed amount of the above schedule drawn in favour of 'The West Bengal State Co-operative Marketing Federation Ltd.' payable at Kolkata. In case of downloaded tender documents, cost of tender documents and earnest money have to be deposited in the form of two bank drafts (one bank draft for earnest money and the other for cost of tender documents) as per prescribed amount of the above schedule drawn in favour of 'The West Bengal State Co-operative Marketing Federation Ltd.' payable at Kolkata. No Tender without the said two bank drafts / one bank draft for E.M.& one Xerox copy of Money receipt for cost of Tender Documents shall be accepted under any circumstances. The credential certificate on executed similar type of works of value not less than Rs. 1.00 Lac in a single work executed during last

3(three) financial years. **For Co-operative Societies** the Earnest Money may not be required to deposit along with the Tender. But the same to be deposited by them, if selected, before issuing the 'Work Order'.

- d. The tender document shall be in two sealed envelopes which shall comprise of the 'Technical bid' containing two bank drafts / one bank draft for E.M.& one Xerox copy of M.R. for cost of Tender Documents, Notice Inviting Tender duly signed in every pages & the Credentials with required documents as stated below, under 'h' and the other, 'Financial bid' containing the completed price schedules of work. The two sealed envelopes (one super scribing 'Technical bid' & the other super scribing 'Financial bid') has to be in a outer envelope which shall be sealed and marked the name of work with tender serial no & authorized address of the tenderer and will be submitted 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 13.00 hrs. (as per office clock) on 28/02/2011. Any tender document 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 tenderers shall adopt the item rate and required to quote the same in the format 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 or 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 & contact details of the tenderer. 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; 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. 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 submit their tender forms along with all relevant documents as mentioned above. Tender will be treated as invalid if any of the required documents is not enclosed. No papers will be taken separately at the time of tender opening.

#### **D. DATE OF SUBMISSION OF TENDER:**

1. Date of submission of Tender will be on **28/02/2011** up to 13.00 hrs.
2. 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 Kolkata on the date and within the time stipulated without fail.

#### **E. DATE OF OPENING OF TENDER:**

Tenders, so received on **28/02/2011 at 13.00 hrs.** will be opened **on 28/02/2011 at 13.30 hrs.** in the **office** of BENFED, **Kolkata** in presence of the members of the committee and the available Tenderers.

## **F. SPECIAL TERMS AND CONDITIONS:**

- a. Fixing of Informatory Signboard with brick / cement concrete pillar affixing Marble Plate with inscription of the required matter & taking of Photographs at own cost and effort of the successful Tenderer (Contractor) are precondition of this Tender. No payment will be made on this account.
- 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, Agreement form etc. may be seen in the office chamber of the Engineer-in-Chief (Civil) 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 and / or Engineering-in-charge, 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 submission of the tender the Contractor must visit the site to assess 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 and no claim on this ground will be entertained in future.
- h. Land for installation of machineries has to be arranged by the Agency. However, if there be any spare-able 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 the site free from all unnecessary obstructions and for that purpose, if required, shall arrange for removal of structures, encroachments etc. at his 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 at own cost. 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 such 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 work site for execution of 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 by 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 or boat carriage 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 Electricity as required on the work during execution of the job.
- t. All consumable materials (unless mentioned in the schedule) 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 all necessary arrangements at his own cost 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, as per prescribed format available with the Engineer-in-Chief (Civil), on a non-judicial stamp paper worth Rs 50/- 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 Tender shall remain valid for a minimum period of 90 days from the day of opening and the work order will be issued according to availability of fund.

**G. GENERAL TERMS AND CONDITIONS:**

- a. If the last date of sub-mission and/or date of opening of tender as holiday, 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.**

**Sd/-**  
**Engineer-in-Chief(Civil),**  
**BENFED, Kolkata**

