

Fax : 033 – 2441 – 4372

Website :- “www.benfed.org”

Phones : 033 – 2441 – 4366

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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/610

Date: 21.06.2017

## **NOTICE INVITING TENDER(2ND CALL)**

### **A. PREFACE:**

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 (Days)	Cost of Tender Document (Rs.)
1	Repairing of BENFED Office Building, Berhampur, Murshidabad.	4,19,989/-	Completed similar type of works of value not less than 40% of Estimated Cost under single contract during last three financial years in Govt./ Govt. Undertaking/ Co-operative / Other recognized Sectors.	8,400/-	60 (Sixty)	500/- (nonrefundable)

### **C. APPLICATION :**

- Tender papers can be downloaded from the website of BENFED ([www.benfed.org](http://www.benfed.org)) and the same are also available from the Head Office of BENFED at 1582, Rajdanga Main Road, Rajdanga, Kolkata-700107 against payment of **Rs.500/-** in cash (non refundable) during office hours or through demand draft.
- The completed tender document (downloaded forms as well as received from the office of BENFED at Kolkata) can be dropped in the tender box in the Head Office of BENFED at Kolkata on **18.07.2017 up to 13.30 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 **40%** of Estimated Cost 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 **13.30 hrs.** (as per office clock) on **18.07.2017** 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.**
  - ii) **PTCC; ITCC & PAN Card; Registration certificates of VAT.**
  - iii) **Credential of Experience for execution of similar nature of work as specified under any Govt. / Govt. Undertaking / Co-operative/ Other recognized Sectors as specified in 'B' above.**
  - iv) **Partnership Deed in the case of Partnership Firm or Article of Association in case of Registered Company or relevant part of the Constitution in the case of Registered Co-operative Societies.**
  - v) **Valid Registration Certificate in the case of Firm / Engineers' Co-operative Societies.**
- 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 **18.07.2017** up to **13.30** 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 **18.07.2017 upto 13.30 hrs.** will be opened **on 18.07.2017 at 14.00 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. 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 Per cent) 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.

- b. Detailed Terms and Conditions of the Tender, Specification of Work, Drawings, Agreement form etc. may be seen in the office of the Assistant Engineer (Civil) during office hours.
- c. Retention @ **8 (Eight) per cent** shall be made towards each bill against Security Deposit. However, the total retained amount (including Earnest Money) shall not be more than **10 (Ten) per cent** of the executed amount. 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 provided there remains no complaints regarding the work.
- d. 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.
- e. No additional or substituted item of work will be executed by the agency without prior approval of the Engineer-in-charge (EIC). 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 Engineer-in-charge 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.
- f. 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.
- g. 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 their 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 their own cost from the site.
- h. 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.
- i. 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.
- j. Running account (R/A) bills may be made on demand during progress of the work maintaining the programme.
- k. To rescind the contract of which rescission notice in writing to the contractor from the end of BENFED shall be conclusive evident and in which case the security deposit & earnest money of the contractor shall stand forfeited and be absolutely at the disposal of BENFED.
- l. The agency shall have to make his own arrangements for water and Electricity as required on the work during execution of the job.

- m. 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.
- n. 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.
- o. 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.
- p. 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/them.
- q. 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 & Earnest Money, lying with the owner.
- r. Incomplete tender will be rejected summarily. The successful Tenderer will have to execute a formal agreement, as per prescribed format available with the Assistant Engineer (Civil), on a non-judicial stamp paper worth Rs 50/- within 7(Seven) working days from the date of issue of work order.
- s. 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.
- t. 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) per cent** 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/-**

General Manager (Business),  
BENFED, Kolkata