

DEWANGANJ GRAM PANCHAYAT

Dewanganj, HALDIBARI, COOCH BEHAR

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NOTICE INVITING TENDER(1st Call)

e-Tender Reference No.NIT-05(1st Call)/DGP/MGNREGS/2016-17

Dated: 17-08-2016

NIT No. – 05(1st Call)/DGP/MGNREGS/16-17

Dated:17-08-2016

Memo No.- 198/DGP/MGNREGS/2016-17

Dated: 17-08-2016

For and on behalf of the Proadhan, DEWANGANJ GRAM PANCHAYAT, Haldibari, Cooch Behar, invites e- tender in percentage of rates for each of the following works by Two Cover System (e-procurement) from resourceful &bonafidecontractors as mentioned in ANNEXURE-I TO-NIT NO.-05(1st Call)/DGP/MGNREGS/2016-17.

ANNEXURE -I

Sl. No	Name of the work	Source of fund	Amount put to Tender (Rs.)	Earnest Money (in Rs.)@ 2.5 % of amount put to Tender	Cost of Tender documents	Time for completion of the work	Credential required
1	Supply of Materials for Construction of Anganwadi Centre No-824 at Biswas Para in the land of Ganesh Biswas at Dewanganj Gram Panchayat under Haldibari Panchayat Samity under MGNREGS for the Year 2016-17	MGNREGA & ICDS	Rs.7,95970.00	@2.50% of Tender AmountRs.19,899.00	Free	120 days	60% credential of similar work in a single work order within Three financial Years excluding current year from the date of issue of this NIT.

ANNEXURE -II

List of important Date, Time and Venue of BIDs :-

1	Name of Work	As mentioned in Annexure -I to NIT No. -05(1st Call)/DGP/MGNREGS/ 16-17.dt.17/08/2016
2	Date of Publication of Tender	Date:19 Month:08 Year:2016 Time 5:30 P.M
3	Period and time for download of bidding Documents	From:-Date:19 Month:08 Year:2016 Time 5:30 P.M. To:- Date: 03 Month:09 Year:2016 Time 5:30 P.M.
4	Date & time of Submission of Bids	From:-Date:19 Month:08 Year:2016 Time 5:30 P.M. To:- Date: 03Month:09 Year:2016 Time 5:30 P.M.
5	The Bidders must be submitted tender processing fees of each & every serial of work @Rs 150.00/lakh to be emitted through UTTAR BANGA KSHETRIYA GRAMIN BANK, DEWANGANJ BRANCH vide Account No-4000061010006511 (IFS CODE- CBINOR40012) in favour of "PRODHAN, DEWANGANJGRAM PANCHAYAT" through RTGS/NEFT/CBS System and also documented by challan mentioning the Name of tenderer,NIT No. and amount through e-Filing	From:-Date:19 Month:08 Year:2016 Time 5:30 P.M. To:- Date:03Month:09 Year:2016 Time 5:30 P.M.

6	Date & time of Opening	As follows
	a) Technical Bids	Date:05 Month:09 Year:2016 Time 12.00Noon
	b) Date of Publication of Technically Qualified Bidders	Date:06 Month:09 Year:2016 Time 3.30 P.M.
	c) Date & Time of Opening Financial Bids	Will be Published in the Web site after opening of Technical Bib
7	Place of opening of Bids	Haldibari BDO office, Haldibari, Cooch Behar
8	Bid Validity	180 Days
9	Officer inviting Bids	PRODHAN, DEWANGANJ GRAM PANCHAYAT, Dewanganj,Cooch Behar,West Bengal.

-:Important Notes:-

- ❖ All the important date, time & venue are being stated in ANNEXURE-II TO NIT NO. **05(1st Call)/DGP/MGNREGS/16-17** of Prodhhan, DEWANGANJ GRAM PANCHAYAT, Dewanganj, Cooch Behar.
- ❖ Intending bidders may participate for tender to website portal of Govt. of West Bengal <https://wbtenders.gov.in>. The pre-qualification bid documents duly filled in all respect may be submitted online within the scheduled date & time as per ANNEXURE-II attached with this NIT (as per the Server clock).
- ❖ Both Technical bid and Financial Bid are to be submitted concurrently duly signed digitally in the website <http://etender.wb.nic.in>.
- ❖ Prodhhan office does not take any responsibility for the delay caused due to non -availability of Internet connection, Internet traffic jam etc. for the online bids.
- ❖ The earnest money mentioned in ANNEXURE-I TO NIT NO. **05(1st Call)/DGP/MGNREGS/16-17** must be deposited by all the bidders through **UTTAR BANGA KSHETRIYA GRAMIN BANK, DEWANGANJ BRANCH**, vide Account No-4000061010006511 (IFS CODE- CBINOR40012) in favour of “Prodhhan, DEWANGANJ GRAM PANCHAYAT” through RTGS/NEFT/CBS System and also documented by challan mentioning the Name of tenderer, NIT No. and amount through e-Filing Name of Technically qualified bidders will be displayed in the portal and this office notice board subject to completion of verification and technical evaluation.
- ❖ The Financial bid document of the technically qualified bidders will be opened for evaluation and selection of qualified bidders for scrutiny and the bid documents of non -qualified will remain unopened. No separate intimation will be given for this, unless the above date is changed. In case of change of date, intimation will be given online. No individual intimation will be given.
- ❖ The tender inviting authority reserves the right to reject or cancel any or all pre -qualification documents and financial bid document without assigning any reason what so over.
- ❖ 1% cess under W.B building and other construction works (Regulation of Employment & Conditions of Service) welfare cess Act. 1996 will be deducted from the running and final bills.
- ❖ The security deposit shall be refunded to the contractor on expiry of 1.5 (one and half) year after the issuance of certificate of completion of the work for road works & 9 months for building works.
- ❖ Time allowed for completion of work is as mentioned in ANNEXURE-I TO NIT NO. **05(1st Call)/DGP/MGNREGS /16-17** from the date of issue of the work order.
- ❖ The intending bidders must inspect the alignment of the proposed road and other site condition before quoting their rates.
- ❖ All the related documents are to be produced IN ORIGINAL to this office as and when asked for.
- ❖ Intending tenderers are requested to download the Tender Document from the websites <https://wbtenders.gov.in/> within the stipulated time.
- ❖ Any concealment of fact will be seriously viewed and all tender papers submitted by the agency will be treated as informal and his/her earnest money will be forfeited.
- ❖ **The L1 bidder will submit the hard copy of the documents to the tender inviting authority with his acceptance letter within specified time as mentioned in the letter of acceptance. Failure to submit the hard copy with the acceptance letter within the time period prescribed for the purpose may be construed as an attempt to disturb the tendering process and dealt with accordingly legally including blacklisting of the bidder.**
- ❖ All scanned (dpi 200-300 and well visible) copy of uploaded documents should be self attested.

:- SUBMISSION OF TENDER :-

(Scanned within dpi 200-300 and should well visible)

General process of submission, Tenders are to be submitted through online to the website in two folders at a time for each work, one in Technical Proposal & the other is Financial Proposal before the prescribed date & Time using the Digital Signature certificate (DSC) the scanned copy of documents duly signed digitally are to be uploaded. The document will get encrypted.

A. Technical Proposal:-

The technical proposal should contain scanned copies of the following further two Covers (Folders)

THE SCANNED COPY OF DOCUMENTS DULY SIGNED DIGITALLY ARE TO BE UPLOADED OTHERWISE THE QUOTED TENDER HAS BEEN TREATED AS DISQUALIFIED FOR THIS NIT

A-1. STATUTORY COVER, CONTAINING:

1. Prequalification Application (Sec-B, Form-I)
2. Affidavits (Ref "Y" Section-B) in Non-judicial Stamp Paper of appropriate value duly notarized. NIT Along with all corrigendum if any
3. RTGS/NEFT/CBS challan clearly mentioning the Name of Tenderer and NIT No with Work Sl no. towards **Earnest money (@ 2.5 % OF Tender Amount) & Tender Processing Fees (@ ₹150/Lakh)** as prescribed in the NIT against Each of the serial of work in favour of the Pradhan, DEWANGANJ GRAM PANCHAYAT and **Proforma of Payment through electronic mode.** (Enclosed with NIT)
4. Copy of the 2nd page of the Pass-Book along with a copy of cancelled cheque or certified by the concerned Bank-branch for Verification of Bank Particular.

A-2. NON STATUTORY COVER, CONTAINING:

1. PAN Card.
2. Professional Tax Receipt Challan for current year.
3. Professional Tax Payment Certificate (PTPC)
4. Income Tax (SARAL) Acknowledgement Receipt for the current Assessment Year (2015-16)
5. VAT registration certificate & upto date returns.
6. Credential certificate in the form of work order & Completion Certificate/Payment Certificate Issued by the Executive officer or equivalent or competent authority of a State/Central Government, State/Central Government undertaking, Statutory/Autonomous bodies constituted under Central/State statute, on the Executed Value of Completed Work.
7. A Declaration on self letterhead pad in support of proof of having construction machineries, tools & plants, laboratory equipments etc. in possession of the tender as per requirement.
8. Details of full time Engagement experienced technical personnel, the minimum being 1 (one) no Civil Engineering Diploma holder (Authenticated documents as Name, Address, Phone No, E-mail ID & Passed Certificate in respect of qualification) under the incumbency of the Tender as per requirement.
9. Trade licence (For Proprietorship Firm)
10. Registered Deed of Partnership firm/Article of Associates & Memorandum. (For Partnership firm)
11. Power of Attorney (For Partnership firm/Private limited company if any.)
12. Clearance certificate for the current year issued by the Assistant Register of Co-op (S) (ARCS) by laws are to be submitted by the Registered labour (Co-op(S) and Engineers co-opt.(S)

NOTE:- Failure of Submission of any of the above mentioned documents (As stated in A-1 & A-2) will render the tender liable to summarily rejected for both statutory & Non Statutory cover (Folder) and During scrutiny the undersigned may summon of the tenders & seek clarification/information or additional documents or original hard copy of any of the documents already submitted & if these are not produced within the stipulated time frame, their proposals will be liable for rejection.

SPECIAL NOTE:- MATERIALS MUST BE SUPPLIED AS PER SITE REQUIREMENT AND PAYMENT WILL BE MADE AFTER THE COMPLETION OF THE WORK.

**THE ABOVE MENTIONED NON-STATUTORY/TECHNICAL DOCUMENTS SHOULD BE
ARRANGED IN THE FOLLOWING MANNER-**

Click the check boxes beside the necessary documents in the My Document list and then click the tab “Submit Non Statutory Documents” to send the selected documents to Non-Statutory folder. Next click the tab “click to encrypt and upload” and then click the “Technical” folder to upload the Technical documents.

SI No	Category Name	Sub-Category Description	Details
A	CERTIFICATES	CERTIFICATES	<ol style="list-style-type: none"> 1. PAN Card 2. Professional Tax Receipt Challan for current year 3. Professional Tax Payment Certificate(PTPC) 4. Income Tax (SARAL) Acknowledgement Receipt for the current Assessment Year. 5. VAT registration certificate & upto date returns.
B	COMPANY DETAILS	COMPANY DETAILS 1	<ol style="list-style-type: none"> 1. Trade licence (For Proprietorship Firm) 2. Registered Deed of Partnership firm/Article of Associates & Memorandum.(For Partnership firm) 3. Power of Attorney (For Partnership firm/Private limited company if any.) 4. Clearance certificate for the current year issued by the Assistant Register of Co-op (S) (ARCS) bye laws are to be submitted by the Registered labour (Co-op(S) and Engineers co-opt.(S)
C	CREDENTIAL	CREDENTIAL 1 CREDENTIAL 2	<ol style="list-style-type: none"> 1. Credential certificate in the form of work order & Completion Certificate/Payment Certificate Issued by the Executive officer or equivalent or competent authority of a State/Central Government, State/Central Government undertaking, Statutory/Autonomous bodies constituted under Central/State statute, on the Executed Value of Completed Work. 2. A Declaration on self letterhead pad in support of proof of having construction machineries, tools & plants, laboratory equipments etc. in possession of the tender as per requirement.
D	MAN POWER	TECHNICAL PERSONNEL	<ol style="list-style-type: none"> 1. Details of full time Engagement experienced technical personnel, the minimum being 1(one) no Civil Engineering Diploma holder (Authenticated documents as Name, Address, Phone No, E-mail ID & Passed Certificate in respect of qualification) under the incumbency of the Tender as per requirement.

B. FINANCIAL PROPOSAL : -

- I. The financial proposal should contain the following documents in one cover(folder) i.e,Bill of quantities (BOQ) the contractor is to quote the rate (percentage Above/Below/At Per) online through computer in the space marked for quoting rate in the BOQ.
- II. Only downloaded copies of the above documents are to be uploaded virus scanned & digitally signed by the contractor.

-:Opening of Tender: -

✓ All important date, time & Venue in connection with this Tender are being stated in ANNEXURE-II TO NIT NO. 05(1st Call)/DGP/MGNREGS/2016-17ofProdhhan, Dewanganj GP

✓ All participating Tenderers are requested to remain present at the time of opening of Technical Bid. No objections in this regard will be entertained raised by any participant who will not be present during opening of tenders.

-:TERMS & CONDITIONS : -

- All the intending Tenderers are requested to visit the sites of works prior to the submission of tender at their own effort and interest.
- Intending e-Tenderer will have to apply separate application for individual work.
- A prospective tendere shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm,if found to have applied severally in a single job all his application will be rejected for that job.
- This Notice Inviting Tender will be treated as part of the Tender Document.
- In case of any day meant for this tender (only Bid Opening) appears to be an unscheduled holiday, the next working day will be treated as scheduled / prescribed day for the same purpose.
- A bid for which quoted percentage rate, is lower than 15% of the provided BOQ rate, the bid will be considered as unbalanced bid. Moreover no bid will be accepted for which quoted percentage rate is more than the provided price schedule rate. Additional Performance secure for unbalanced bid has to be deposited at the time of executing Agreement @ 2% of the Tendered Amount which will be repaid to the agency as per rules.
- No materials, tools & plants etc. will be issued by this office.
- Bid Validity 180 days.
- No preconditioned tender will be accepted.
- The Rate should be quoted in percentage basis i, e **above/at per/ less** than the attached Price Schedule both in figure and word. All the rates of works are inclusive of all taxes, cess, levy, royalties' transportation, loading - unloading, stacking etc. including all other incidental charges therein.
- **The Earnest Money of 1st successful Tenderer and 2nd successful Tenderer will be retained (if applicable) by the Prodhhan up to the period which the Block Development office decide. The Tender form will be duly filled in and Signed by the Applicant. Separate earnest money for each individual work must be submitted at the time of submission (if applicable). No transfer of earnest money will be entertained.**
- The successful Tenderer, herein after called the Contractor, will have to execute an agreement on a Non-Judicial Stamp of worth of Rs. 100/- as per rules and will purchase two additional copies of Tender Document as per rules from this office, duly signed and submit to this office which will be treated as part of the Agreement.
- Both, the contractor and the employed have agreed that it is not feasible to precisely estimate the amount of losses due to delay in completion of works and the losses to the public and the economy, therefore, both the parties have agreed that the Contractor shall pay liquidated damage to the employer and not by way of penalty, at the rate per week or part thereof stated in the contract Data for the period that the Completion date is later than the intended Completion date. Liquidated damages at the same rates shall be withheld if the Contractor fails to achieve the milestones prescribed in the Contract Data. However, in case the Contractor achieves the next milestone the amount of the liquidated damages already withheld shall be restored to the Contractor by adjustment in the next payment certificate. The employer and the contractor have agreed that is a reasonable agreed amount of liquidated damages and the total amount of liquidated damages shall not exceed 10% of the contract price. The employer may deduct liquidated damages from payments due to the contractors. Payment liquidated damages have been paid; the Engineer shall correct any over payment of liquidated damages by the Contractor by adjusting the next payment certificate.
- The Contractors are required to set well equipped laboratory for exercising effective quality control, periodical tests on material and works shall have to be conducted relevant codes. Suitable Laboratory Assistants are to be posted in the Laboratories for the same. The results quality tests and observations

should be required for getting any payments. No claims regarding payment will not be entertained without quality control test including certificate of Engineers as and when applicable.

- Necessary deduction towards VAT, Income Tax Welfare Cess etc. will be made as per Govt. norms. Amount equivalent to 7.50% of Progressive Bill will be deducted so as to make Security along with 2.50% of the Earnest Money equal to @ Rs. 10% of the tender amount and will be retained this Office for 6 (Six) month in case of any kind of repairing work, 9(Nine) months for construction of original building and original Sanitary/Plumbing work & 12(twelve) months for construction of gravel Road & repairing of all Types of road works, and 15(Fifteen) months for construction of bridge and bituminous roads work from the date of Completion of work. During security period agency will bound to do all rectification works if arise, otherwise security money will be forfeited from this end without showing any cause and No Claim of S.D money will be entertained from this end.
- Any Bill (running account/final) payment of proposed executed work may be made to Agency as per availability of fund. Running Account Bill will be made (if you require) after completion of 40% of Total Work and then 80% of Total work and rest will be made in Final Bill.
- The registered cooperative should submit the registration certificate, current audit report certificate of their cooperative from competent authority with Technical bid.
- Escalation claimed by the Agency will not be entertained by Authority.
- The authority reserves the right to accept or reject any or any time in the BOQ (Bill of Quantity) Quantity or Rate, the Tender inviting authority reserves the rights to correct the same as per approved original estimate.
- This Notice Inviting Tender will be treated as part of the tender document.
- The Successful Contractor shall have to submit 3(Three) copies of application in the prescribed form for license (Form no-VI) duly filled and signed by the contractor .The license fee in terms of Rule-26(2) and the Security Deposit of labour in terms of Rule-24 of West Bengal Contract & Labour (Regulation & Abolition) Act 1972 should be separately deposited to the Local Treasury under the Head of Account 843 Civil Deposit under various central and State Acts deposit under the Contract Labour(Regulation and Abolition) Act,1970.
- Necessary supply materials may be taken wholly at a time or partly as and when required by the undersigned at Work Site.
- Subletting of Works is not permissible and in that case Earnest money as well as Security Money of the Contractor will be forfeited without assigning any reason thereof
- Soon after completion of Work, all type of Garbage, Rubbish and unused Excavated Earth/ Sand have to clean around the side of the work-site.
- If any repair and rectification is required for executed work within the Security period the undersigned reserves the Right to execute the said work by Tender Process after one time intimation and whole expenses will be deducted from Earnest & Security Deposit of original Agency. No further Claim will be entertained under any circumstances.
- Agreement shall have to be made on non-judicial stamp of Rs. 100.00 in duplicate with tender Undersigned within Seven days from the date of receipt of the work order in default of which Your tender is liable to be cancelled without any reference and in such event the earnest money deposited against tender will stand for effected.
- The work should be taken up immediately after obtaining the site and detailed instructions Regarding the work from the S.A.E./N.S in- charge . The work must be completed in all respect within the schedule time from the date of commencement of work, which will be from the date of obtaining of site. Please note that the time is the essence of contract and particulars attention is drawn to this, otherwise penalty may be imposed on the contractor/supplier.
- No escalation of rate will be admissible even if the execution of the work is extended beyond Stipulated time and with towards rate will not be invalidates in case of such extended time of Work. No claim whatsoever in this respect will be entertained in any case.
- The completion time will not be extended and no claim whatsoever will be entertained due to Delay in delivering the site for not compliance of the said instruction by you in time or Normally for any other reasons whatsoever unless decided otherwise by the undersigned. The decision of the undersigned in this respect will be final and bindings on Contractors / Suppliers.
- The measurement taken by the S.A.E/N.S in charge of the scheme from time to time will be bindings on Contractors / Suppliers if he himself or his authorized agent fails to attained the Measurement.
- The contractor / Supplier must satisfy themselves about the work site, conditions so that no Extra conveyance will arise in future. The rate should be quoted in including all taxes, carrying, loading and unloading and royalty etc.
- Security money will be released as per Given clause in NIT.
- Tender Notice is the part & Parcel of the tender form.
- During Execution of Work No alteration/modification of any item of work will be allowed without prior permission of the undersigned and no extra payment will be entertained for this work.
- The material should be stacked properly if necessary for taking the measurement.
- The quantity of bitumen, grit, Bazree, and Emulation Should be stacked properly before premixing work. The liability of the materials should be borne of the agency. No claim of damage or loss of the materials after measurement should be entertained.

➤ **Penalty for suppression / distortion of facts :**

If any bidder fails to produce the original hard copies of the documents (especially Completion Certificates, or any document which is vital for his eligibility), or any other documents within the specified time frame stated above or if any deviation is detected in the hard copies or if there is any suppression of fact during any time of the tendering process or even after the issuance of work order, penal action will be taken from this end and total Security Deposit including Earnest money will be forfeited.

➤ **Payment milestone :**

Sl. No	Stage of work completion	payment
1.	Completion of 40% of Total Work	1 st Running Account Bill
2.	Completion of Balance 40% of Total Work	2 nd Running Account Bill
3	Completion of work	Final Bill

Payment shall be made against the demand and also depending upon the availability of fund. No compensation shall be paid for any delay in the payment.

- The agency should possess the requisite and relevant equipments and machineries for the work. If equipments and machineries are not deployed as per the scheduled item by the contractor, the Engineer in charge is authorized to stop the work and direct the contract to deploy them immediately. If the contractor fails to carry out the direction, then the authority may take appropriate action including forfeiture of EMD and cancellation of the work order.
- **Termination of Contract/ Work Order:** The authority may terminate the contract/work order due to the following reasons.
 - i) Poor Progress of work.
 - ii) Poor Quality of work.
 - iii) Adoption of any unfair means during execution of work.
 - iv) Violation/Non-compliance of any instructions of the authority.

For termination of the contract/work, the authority will issue a 7 days' notice to the agency/contract to make up the discrepancy/shortfall of the work as instructed by the authority, failing which the contract/work order will be terminated with forfeiture of E.M.D., S.D., Performance Security etc.

- Bidder can approach only the undersigned for any clarification with respect to this tender.
 - All corrections in the tender should be signed with date by the Bidder. Each of the Tender documents (each page must be signed by the Bidder).
 - **Works on Saturday and Sundays**
- No work shall be done on Saturday and Sundays without the approval in writing of the Prodhan.
- **Settlement of dispute**
Arbitration will not be allowed.

CONDITIONS OF CONTRACT

Security deposit

Clause 1. -The person / persons which tender may be accepted (hereinafter called the contractor) shall (A) [(within one day for a contract of Rs. 1000.00 or less, two days for one of Rs. 2000.00 or less, and so on, upto a limit of ten days of the receipt by him of the notification, of the acceptance of his tender) deposit with the Prodhan/ Executive Officer in case or Government securities endorsed so the Prodhan/ executive Officer (if deposited for more than twelve months) a sum sufficient with the amount of the Earnest-money deposited by him with his tender to make up the full deposit specified in the tender] or (B) [permit Government at the time of making any payment to him for work done under the contract to deduct such sum as will (with the earnest-money deposited by him) amount to percent, of all moneys so payable such deductions to be held by Government by way of security deposit] Provided always that in the event of the contractor depositing a lump sum by way of security deposits as contemplated at (A) above, than and in such case, if the sum so deposited shall not amount to ten percent of the total estimated cost of the work, it shall be lawful for Government at the time of making any payment to the contractor for work done under the contract to make up the full percentage of ten percent by deducting a sufficient sum from every such payments as last aforesaid. All compensation or all other sums of money payable by the contractor to Government under the terms of his contract may be deducted from, or paid by the sale of a sufficient part of his security deposit, or from the interest arising there from or from any sums which may be due or may become due to the contractor by Government on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid the contractor shall within ten days thereafter make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof.

Compensation for delay

Clause 2. -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 all 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 Superintending Engineer (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 everyday 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..... days from the date of the order for 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 of the work before one-fourth of the whole time allowed under the contract has elapsed; one half of the work, before one-half of such time has elapsed, and three-fourth of the 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 Superintending Engineer, (whose decision in writing shall be final) may decide on the said tendered cost of the whole work for everyday 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 ten percent of the tendered amount of the work as shown in the tender.

Action when Whole of security Deposit is Forfeited

Clause 3. -In any case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by instalments) the Divisional Officer, on behalf of the Governor shall have power to adopt any of the following courses, as he may deem best suited to the interests of Government—

(a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Prodhana/ Executive officer shall be conclusive evidence), and in which case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of Government.

(b) To employ labour paid by this office and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price a certificate of the Prodhana/ Executive officer shall be final and conclusive against the contractor) and crediting him with the value of work done, in all respects in the same manner and the same rates as if it had been carried out by the contractor under the terms of his contract; the certificate of the Prodhana/ Executive officer as to the value of the work done shall be final and conclusive against the contractor.

(c) To measure up the work of the contractor, and to take such part thereof as shall be unexecuted out of his hands, and to give it to another contractor to complete, in which case any expenses which Compensation for delay Action when whole of security deposit is forfeited may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Prodhana/ executive officer shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by Government under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

In the event of the above courses being adopted by the Prodhana/ PRODHAN , the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on accounts, or with a view to the execution of the works or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work therefore actually performed under this contract, unless and until the Prodhana/ executive officer will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

Contractor remain liable to pay compensation, if action not taken under clause 3

Clause 4.-In any case in which any of the powers, conferred upon the Prodhana/ PRODHAN by clause 3 hereof, shall have become exercisable and the same shall not be exercised, the non- exercise thereof shall not constitute a waiver of any of the conditions thereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which by any clause or clauses hereof, he is declared liable to pay compensation amounting to the whole of his security deposit, and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Divisional Officer putting in force either of the powers (a) or (c) vested in him under the preceding clause he may, if he so desire, take possession of all or any tools, plant, materials and stores, in or upon the work, or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates, or in case of these not being applicable, at current market rates to be certified by the Prodhana/ PRODHAN whose certificate thereof shall be final, otherwise the Prodhana/ Executive Officer may by notice in writing to contractor or his clerk of the works, foreman or other authorized agent require him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice); and in the event of the contractor failing to comply with any such requisition, the Prodhana/ executive officer may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Divisional Officers as to the expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

Extension time

Clause 5. -If the contractor shall desire an extension of the time for completion of the works on the grounds of his having been unavoidably hindered in its execution, the contractor shall give an immediate report of such hindrance to the Prodhana/ Executive

Officer in writing and if he shall desire an extension of time for completion of the work on the ground thereof he shall apply in writing to the Divisional officer within 7 days of the date of cessation of such hindrance on account of which he desires such extension as aforesaid and the Proddhan/ Executive Officer shall, if in his opinion (which shall be final) reasonable grounds be shown therefore, authorize such extension of time, if any, as may, in his opinion, be necessary or proper.

Final certificate

Clause 6. -On completion of the work, the contractor shall be furnished with a certificate by the Proddhan/ Executive Officer of such completion, but no such certificate shall be given nor shall the 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 cleaned off the dirt from all wood-work, doors, windows, walls, floors, or other parts of any building, in, upon or about which the work is to be executed, or of which he may have had possession for the purpose of the execution thereof, nor until the work shall have been measured by the Engineer-in-Charge whose measurements shall be binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of 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, the Engineer-in-Charge may at the expense of the contractor remove 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, and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Clause 7. - No payment shall be made for works estimated to cost less than rupees one thousand, till after the whole of the works shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees one thousand, the contractor shall on submitting the bill there for be entitled to receive a monthly payment proportionate to the part thereof then approved and passed by the Proddhan/ Executive Officer, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the requiring of bad, unsound, and imperfect or unskillful work to be removed and taken away and reconstructed, or re-erected, or be considered as an admission of the due performance of the contract, or any part thereof, in any respect, or the accruing of any claim, nor shall it conclude, determine or affect in any way the powers of the Proddhan/ Executive Officer under these conditions or any of them as to the final settlement and adjustment of the accounts of otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work, otherwise the Engineer-in-Charge's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties. Payment on intermediate certificates to be treated as advances

Submitted Monthly

Clause 8.-A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-Charge for all work executed in the previous month, and the Engineer-in- Charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified, and the claim as far as admissible adjusted, if possible, before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid the Engineer-in-Charge may measure up the said work in the presence of the contractor, whose counter-signature to the measurement list will be sufficient warrant, and the Engineer-in-Charge may prepare a bill from such list which shall be binding on the contractor in all respects.

Bills to be on printed forms

Clause 9.-The contractor shall submit all bills on the printed forms to be had on application at the office of the Proddhan/ Executive Officer, and the charges in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of those conditions, and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

Works to be executed in accordance with specifications, drawings, orders etc.

Clause 10.-The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner, and both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer-in-Charge and lodged in his office, and to which the contractor shall 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 requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings and instructions as aforesaid.

Alteration in specifications and design. Do not invalidate contracts. Extension of time in consequence of alteration

Clause 11.- Engineer-in-Charge shall have power to make any alterations in, omissions from, additions to or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the 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 signed by the Engineer-in-Charge and such alteration, omission, additions or substitutions shall not invalidate the contract but shall be deemed to have formed as work included in the original tender and any altered, additional or substituted work which the contractor may be directed to do in the matter above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work and the same rates, if any, may be specified in the tender for the main work. The time for the completion of the work shall be extended in proportion that the altered, additional or substituted work bears to the original contract work and the certificate of the Engineer-in-Charge shall be

conclusive as to such proportion. And if the altered, additional or substituted work includes any class of work, for which no rate is specified in this contract, then such class of work shall be carried out at the rates entered in the Schedule of rates brought out by the Prodhana/ Executive Officer, which was in force at the time of the acceptance of the contract minus/plus the percentage which the total tendered amount bears to the estimated cost of the entire work put to tender, and if the altered, additional or substituted work is not entered in the said schedule of rates payment thereof shall be made by the Engineer-in-Charge by determining the rates on analysis worked out from (a) the basic rates of materials and labour provided in the current Schedule of rates or (b) the current market rates of materials and labour when even basic rates for the work are not available in the schedule. In cases when such rates are determined on analysis by the Engineer-in-Charge under (a) above, the stipulated percentage above or below Schedule of rates as provided in the contract shall also apply and in case of rates worked out on analysis under (b) above payment shall be made at the rates so determined without application or the said stipulated percentage. In the event to any dispute regarding rates determined on analysis for any altered, additional or substituted work under this clause, the decision of the Prodhana/ Executive Officer of the Circle shall be final and binding.

No compensation for Alteration in, or Restriction of, Work to be carried out

Clause 12.- If at any time after the commencement of work the Prodhana/ Executive Officer shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out, the Prodhana/ Executive Officer 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 in consequence of the full amount of the work not having been carried out; neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

Action and Compensation Payable in case of bad work.

Clause 13.- If it shall appear to the Prodhana/ Executive Officer or his subordinate in charge of the work, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the contract, the contractor shall on demand in writing from the Prodhana/ Executive Officer specifying the work, materials or articles complained of notwithstanding that the same have been inadvertently passed, certified and paid for, forthwith rectify, or remove and reconstruct the work so specified and provide other proper and 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 Engineer-in-Charge in his demand aforesaid, then contractor shall be liable to pay compensation at the rate of one per cent, on the amount of the estimate for everyday not exceeding ten days, while his failure to do so shall continue and in the case of any such failure the Prodhana/ Executive Officer may rectify or remove, and re-execute the work or remove and replace with others, the materials or articles complained of as the case they may be at the risk and expense in all respects of the contractor.

Work to be open to inspection

Clause 14.- All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Prodhana/ Executive Officer and his subordinates and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Prodhana/ Executive Officer or his subordinate to visit the works shall have been given to the contractor, either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

Contractor or responsible person to be present Notice to be given before work is covered up

Clause 15.- The contractor shall give not less than five days' notice in writing to the Prodhana/ Executive Officer or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured, and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Prodhana/ Executive Officer or his subordinate in charge of the works and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Labour

Clause 16. - No labour below the age of eighteen years shall be employed on the work.

➤ **N.B. : This Notice will be seen on Website: <https://wbtenders.gov.in>.**


Pradhan


Dewanganj Pradhan Panchayat
DEWANGANJ GRAMPANCHAYAT
Dewanganj::Cooch Behar

Memo No:-198/1(10)/DG/MGNREGS/2016-17

Dated: -17-08-2016

Copy forwarded for information and wide circulation through Notice Board to: -

1. The District Magistrate & District Programme Co-Ordinator, Cooch Behar.
2. The Sub-Divisional Officer, Mekhliganj.
3. The District Engineer, Cooch Behar Zilla Parishad.
4. The Sabhapati, Haldibari Panchayat Samity .
5. The Block Development Officer, Haldibari with a request to upload the tender from his login.
6. The Sahakari Sabhapati, Haldibari Panchayat Samity .
7. The GP Secretary, with request to keep the Tender File and maintain the File & collect Submitted Tender Document from the tender box and assist for preparation a separate scrutiny sheet at the time of Scrutiny for Technical Bid As per Govt. Norms for each individual work of this NIT in presence of undersigned, and also prepare Comparative Statement with Nirman Sahayak for each individual work at the time of financial bid opening and prepare scheme register and maintain the Register. He is also requested to receive cost. of tender document, and issued relevant receipt copy and relevant Tender Document to tenderer against their application and prepare separate issue register and submit to the undersigned on last date of purchase which mentioned above.
8. The District NIC Website.
9. The Office Notice Board, Haldibari Panchayat Samity.
10. The Office Notice Board of Gram Panchayat.


Pradhan

DEWANGANJ GRAM PANCHAYAT
Dewanganj, Haldibari :: Cooch Behar

SECTION-B
DECLARATION

AFFIDAVIT-“Y”

(To Be furnished in-Non Judicial Stamp paper of appropriate Value duly notarized)

- I, Theundersigned, declare that all the statements made in the attached documents in respect of mode of ownership of machineries and Establishment of laboratory are true and correct.
- Certified that required specified machineries for the work(s) under this NIT will be installed at the working site within 15 days (maximum) from the date of LOA/Work order.
- The undersigned also hereby certifies that neither our firm _____ nor any of constituent firm had been debarred to participate in tender by DEWANGANJ GRAM PANCHAYAT during the last 5(Five) Years. Prior to the date of this NIT.
- The undersigned also hereby certifies that I/WE Or our firm _____ has been completed all the work within the stipulated Time mentioned in work order of that work of DEWANGANJ GRAM PANCHAYAT/Haldibari Panchayatsamity and no pending work exists over the completion Period prior to the date of this NIT.
- The Undersigned understands and agree that further qualifying information may be requested and agrees to furnish any such information at the request of the department.
- Certified that I have applied in the Tender in the capacity of individuals/as a partner of a firm and I have applied to the works under this NIT in specific Sl. no of Work.
- Certified that I have access to or have available liquid assets (aggregate of working capital, cash in hand, uncommitted bank guarantees) and/or credit facilities not less than 10 % of the estimated Cost put to tender. In this respect, I shall submit necessary documents as per your requirement.
- I the undersigned do certify that all the statements made in the attached documents are true and correct. If any declaration if found/ascertained to be incorrect/fabricated/misrepresented/fraudulent etc.accordingly tender will be liable to be cancelled/terminated immediately & I/my/company shall also be liable to prosecuted under section 197,199 & 200 of Indian Penal code,1860 along with Section-71 & Section-73 of Indian information & Technology act 2008 & any other applicable law for time being in force in addition to forfeiture of Earnest Money/Security deposit.

Digitally Signed by an Tenderer

Name of The tenderer

Name of The firm with Seal

Date _____

E-mail Address:

