

Md.Bazar Panchayat Samiti
Md.Bazar (T.S): Birbhum.

TENDER NOTICE

N.I.T. No. 7/2010-11

In exercise to the power conferred to this end vide Order No. 2805/PN/O/V/3A-35/99 dated 30.7.99 & in pursuance of P.K.O.P.S.S. meeting held on 18.11.2010, sealed tender is being invited for the following work, details of which are mentioned below:

1:0: Details of works: -

Sl. No	Name of the Work	Name of Fund	Location	Scheduled Amount (Rs.)	Earnest Money (Rs.)	Cost of Tender paper (Rs.)	Credentials (Rs.)	Remarks
1	2	3	4	5	6	7	8	9
1	Construction of Causeway at Routara over Kulia river, Puranagram G.P. of Md.Bazar P.S.	BEUP (2008-'09 & 2009-'10)	Puranagram G.P.	24,97,715/=	49,954/=	1000/=	.60% of Tendered Amount	

2:1: Last Date of application: 17.01.2011 upto 2:30 p.m.

2:2: Date of issue of tender papers: 19.01.2011 upto 4:00 p.m.

2:3: Date of dropping of tender papers: 21.01.2011 upto 2:30 p.m.

2:4: Venue of dropping tender paper: 1] At the office of the Md.Bazar P. Samiti,
2] At the Md.Bazar Police Station
3] At the Birbhum Zilla Parishad

2.5: The tender forms may also be downloaded form the website of Birbhum district (www.birbhum.gov.in) in that case the cost of tender forms shall be deposited by the intending tenderers by way of separate bank draft payable to the Executive officer Md.bazar Panchayat Samiti, while submitting the filled in tender forms alongwith attested copies of I.T, S.T,P.T,VAT,clearance certificate and credentials of work. Schedule of works will be had from the office of the undersigned.

2:6: Tender paper may be accepted through courier service:- 21.01.2011 up to 2:30 p.m.

2:7: Date of opening of Tender: 21.01.2011 at 3-00 p.m.

2:8: Time of completion of work: As per work order.

N.B.: Request for change of date(s) & time will not be entertained.

3:0: Terms & Conditions.

3:1: The earnest money shall have to be deposited in the shape of Bank draft payable to the 'Executive Officer, Md.Bazar Panchayat Samiti. The earnest money is required to be deposited with the tender papers failing which the tender will summarily be rejected.

3:2: The tender papers will be issued from the Office of the Panchayat Samiti only after the scrutiny of photo copies and compared with original at the same time of I.T. / S.T. / P.T. / VAT clearance certificate along with credentials & relevant work order as asked for as shown in the table under clause 1:0.

3:3: The earnest money of the unsuccessful tenderers will be refunded after the full completion of the tender process.

3:4: The tenderers are advised to inspect the site of work as mentioned under clause 1:0 to acquaint themselves with the site situation and difficulties if any, with the full knowledge they are advised to quote the rate including all taxes, royalties etc. to born by the tenderer as per Govt. norms. No claim in this regard will be entertained at later stage.

3:5: Quantity of any item may vary by 20% to which no change in the rate shall be allowed. Payment will be made as per availability of funds time to time. Any item of works are executed beyond the schedule item, payment will be made as per relevant P.W.D. schedule rate in conformity with the contractual agreement.

3:6: The successful tenderers will have to arrange for guarding the materials till those are fully consumed or taken over by the department.

3:7: The successful tenderers shall have to deposit @10% of the tendered amount as security deposit of the work and the recovery should be made as under: -

a) Earnest money already deposited will be covered as security deposit.


b) An additional security shall be deducted from progressive bill @8% of total value of the work actually done.

c) One agreement bond on N.J. Stamp Paper worth Rs. 10/- shall have to be executed with this Panchayat Samiti before issue of work order.

3.8: **Only one tender paper will be issued to each contractor.**

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- 3.9: The credentials will be considered for the last 4 (four) financial year for a single work i.e. **Not before 2006-'07.**
- 4.0: Successful tenderers should have to submit the **PAN No.** before issue the supply order/work order.
- 4.1: The undersigned reserves the right to accept or reject any or all the tenders or to split up the work between more than one tenderers without showing any reason thereof.



Executive Officer
Md. Bazar Panchayat Samiti.

Memo. No.30 (33)

Dated: 07.01.2011

Copy forwarded for information and with a request for wide publicity to: -

- 1) The District Magistrate, Birbhum, Suri, Birbhum
- 2) The Secretary, Birbhum Zilla Parishad, P.O. Suri, Dist. Birbhum.
- 3) The Sub-Divisional Officer (Sadar), P.O. Suri, Dist. Birbhum.
- 4-8) The Sub-Assistant Engineer, (All). Md. Bazar Dev. Block/ Md. Bazar Panchayat Samiti
- 9- 11) The Savapati / Sahakari Savapati / Karmadhyaksha, P.K.O.S.S. of Md.Bazar Panchayat Samiti.
- 12) The Sub-Divisional Officer (Irrigation), Md.Bazar, Birbhum.
- 13) The Post Master, Md.Bazar (T.S), Dist. Birbhum.
- 14) The Block Development Officer & *Ex-officio* Executive Officer, Md.Bazar Panchayat Samiti.
- 15) The Joint Block Development Officer & *Joint Ex-officio* Executive Officer, Md.B.P.S.
- 16) The District Engineer, Birbhum Zilla Parishad, Suri, Birbhum.
- 17) The Officer-in-Charge, Md.Bazar Police Station, Md.Bazar, Birbhum: with the request to allow staff of Md.Bazar Panchayat Samiti to remain present on the date of dropping of tender paper with tender box.
- ✓ 18) The District Informatics Officer, NIC, Suri, Birbhum. with a request to upload this notice alongwith Tender Form to official Website of **Birbhum district (www.birbhum.gov.in)**
- 19) The Cashier, Md.Bazar Panchayat Samiti.
- 20-21) The Panchayat Samiti & Block Development Officer's Notice Board.
- 22-33) The Prodhan (All G.P.)


Executive Officer
Md. Bazar Panchayat Samiti

N.I.T. No.....

Dated.....

Issued to Sri.....

SI No.....

MAHAMMAD BAZAR PANCHAYAT SAMITI

Tender for local Works,

I/We hereby tender for execution of the under mentioned work at rates which been shown in details in enclosed priced schedule and rate.....

.....percent above below the rates entered in the estimate technically sanctioned and vetted by the District Engineer, B.Z.P. for the said work.

Sl. No. of work	Name of the work	Amount of estimate.	Date of commencement of work	Date for completion of work
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As per work order

Should this tender be accepted I/We hereby agree to abide by and fulfil the terms of the above memorandum and all the conditins of contract printed overleaf ammendments of conditions and in default there of pay to the Md.Bazar Panchayat Samiti the penalties or sum of money mentioned in the said conditions.

Tender Challan/National Savings Certificate/Bank Draft for Rs.....
Bank Draft No.....Date..... is submitted here with as earnest money, the value of which shall be for feitted by this Panchayat Samiti , should I/We fail to excecute agreement within the stipulated time after depositing the full amount of 2% of contact amount, in event of this tender being accepted.

Date :-

Signature of the contractor,

postal address of the contractor :-

Recommended for Acceptance.

S.A.E/Savapati / Karmadhyakshya, Purta
Karjya-O-Paribahan Sthayee Samiti of
this P.S.

Signature of the office by
whom opened.

Accepted.

E.O.Md.Bazar Panchayat Samiti

N.B. The party whose tender is accepted will be required to have his tander stamped with Non-Judicial stamp Rs.10/-only.

Contractor must be signed in all pages.

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CONDITIONS OF CONTRACT :

CLAUSE : 1 The person/persons hereinafter called the contractor, whose tender may be accepted shall before the date fixed for executing agreement deposit in Cash or in Govt. securities endorsed to Panchayat Samiti, sum amounting to two percent of the estimated cost of tendered value of the work which ever is higher as initial security for the performance of his/contract. All compensation or damages or other sums of money payable by the contractor under the terms of contract, may be deducted or realised by the Panchayat Samiti from the security deposit or from any amount due to contractor.

CLAUSE : 2 The date fixed by the Executive Officer from commencement and completion of work as mentioned in the tender or work order should strictly be observed by the contractor who shall pay damages at the rate of half percent of the tendered amount or such smaller amount as the Executive Officer (whose decision in writing shall be final) may decide, for every day that the work remains uncommenced or unfinished after the scheduled date or dates. Further to ensure good progress during execution of the work contractor shall be bound to complete on fourth of time allowed to complete the work one half of the work within one half of the whole time and so on. In the event of the contractor failing to comply with any of those conditions, he shall be liable to pay compensation or damages at the rate of half percent of the tendered amount or such smaller amount as the Executive Officer, (whose decision in writing shall be final) may decide, for every day that the due quantity or prorated quantity of work remains incomplete without valid reasons accepted by the Executive Officer. The entire amount of compensation or damages payable by the contractor under this clause shall not exceed the whole of the Security Deposit lying at the credit of the contractor at the material time.

CLAUSE : 3 In any case in which under any clauses or conditions of the contract the contractor shall have rendered himself liable to pay compensation or damages amounting to whole of his Security Deposit the Executive Officer on behalf of the Panchayat Samiti shall have the power to adopt any of the following courses as he may deem best suited to the interest of the Samiti.

- a) To forfeit security and to rescind the contract.
- b) To employ labour and supply materials and execute the work or any part of it departmentally or through any other agency debiting the contractor with the cost of labour materials and crediting him with the value of work done. An expense which may be incurred in excess of the tendered amount shall be realised from any money due to the original contractor.

In the event of any of the above courses being adopted by the Executive Officer. The contractor shall have no claim to compensation for any loss whatsoever sustained by him and if the contract be rescinded under the aforesaid provisions or any provision of this contract, 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 Executive Officer shall have certified the performance of such work and value thereof and the contractor shall only be entitled to be paid the value, so certified by Executive Officer.

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CLAUSE : 4 In any case in which any of the powers conferred upon Executive Officer under clouse-3 hasnot been excrised the nonexercise thereof shall not consitiitute a waiver of any of the conditions hereof and such powers shall not with standing be exercisable in the event of any future case of default by the contractor and the liability of the contractor for past and future compencation shall remain unaffected.

CLAUSE : 5 If the contractor shall behindered in execution of his work so as to necessiaty and exten- sion of time allowed for completion of the work he shall apply in writing before expiry of time to the Executive Officer who shall, if reasonable crounis be shown allow such extension of time as may in his opinion be necessary, without such written authority of the Executive Officer the contractor shall not he exempted from damagses. on completion of the work the contractor shall be furnished with a certificate by the Executive Officer but no such certifi- cate shall be given nor shall the work considered to be completed untill the contractor shall have removed from the premises all scaffolding surplus materials and rubbish and cleaned off the dirt from all wood work. doors, windows, walls floors, or her part of the construc- tion work or site of work nor until the work shall have been measured by S.A.E. Measure- ment recorded by the S.A.E. anlaccepted by the Executive Officer shall be final and binding on the contractor. Measurements shall be recorded by S.A.E. person after giving atleast forty-eight hours notice of contractor.

CLAUSE : 6 If the contractor shall fail to clear the work site as herein provided before completon and delivery he shall forfeit all claims for surplus materials and the Executive Officer shall be competent to get the work site cleared at the expense of the contractors.

CLAUSE : 7 The contractor shall invariably execute all work in the most substantial and workman like manner and the meterial used shall be of the best description.

CLAUSE : 8 Should the Executive Officer consider the work although not executed in strict accordance with the specification may be allowed to stand he is empowered to pay for the same at such reduced rate as he may fiz but exercising this provision is quite optional on his part.

CLAUSE : 9 All work under execution by contract shall at all times be open to inspection and supervi- sion of the Executive Officer he is not himself present have a responsible agent present at the work site during the usual working hours and all others times when reasonable notice of the intention of the Executive Officer or his assistant to visit the work shall have been giving to receive their order and instructions, Order given to the contractors agent shall be consid- ered to have the same force as if they have been given to the contractor himself.

CLAUSE : 10 The contractor shall furnish free of charge labour and tools required for such examination of the work as the Executive Officer/S.A.E. at any time considers desireable failing which he (E.O./S.A.E.) may have this done at the contractors cast deducting the changes incurred, from contractor bill/bills.

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CLAUSE : 11 The contractor shall give due notice in writing to the Executive Officer to measure the work which is going to be covered up on otherwise placed beyond the reach of measurement in order that the correct dimension may be taken before being so covered and must have an authority in writing of the Executive Officer on cover it up, in default where at the opinion of the Executive Officer the same shall be uncovered at the contractor's expense or no allowance shall be made for such work or materials.

CLAUSE : 12 If the contractor or his work people deface or injure any part of building or the while in progress, from any cause whatever or any imperfections become apparent in the work he should should make the same good at his own expenses or in default. The Executive Officer may cause the same to be made good by any other agency and deers at the expense from any sum that may be then or at any times there after due to contractor.

CLAUSE : 13 The security deposit of the contractor shall be refundable on the expiry of 3 month, One month in the case of minor work) after issue of certificates, final or otherwise of the completion of the work subject to the conditions that no such refund of security deposit shall be allowed till the final bill has been passed. The contractor shall be responsible for rectification of all defects and for maintenance of the work in good working order free of cost during the period mentioned above.

CLAUSE : 14 The contractor shall supply at his own cost all plants, tools imploments, ladders cordage tackle scaffolding required for the proper execution of his work, together with carriage for the same to and from the work, He shall also supply without charge the requisite agency with the necessary means to set out work and count eeigh and assist in the measurement of his work or materials. He shall also provide all necessary fencing and lights required to protect the public from accidents and also be bound to bear the expenses of fefence of any action or low proceeding that may be brought by any person for injury sustained owing to neglet of the above precautions and to any damages and cost which may be awarded in consequence.

CLAUSE : 15 The contractor shall be responsible for and shall take proper care caution is respect of all rollers, machiniary, tools and implements as may be made over by the Panchayat samiti to the contractors and shall be liable to pay as compensation any sum as determined by the Executive Officer for any loss of and damage caused to the said rollers machinary, tools etc, should the contractor fail to pay such can the Panchayat Samiti shall have the right to deduct such amount form the amount of security money deposited by the contractor or from any other amount due to the contractor.

CLASUE : 16 No work is to be done on sundays without written by permission of the Executive Officer.

CLASUE : 17 Before submitting tender, it will be the duty of the contractor or contractors to get all items and specifications of work clearly understood from the S.A.E.

Postal address :
Vill.....P.O.....
Dist.....
skb/-.....

(Signature of the contractor)
Date.....

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B. SPECIAL CONDITION

1. Tender papers to intending contractors will be issued by the estimator or by a dealing Assistant as per order of the Executive Officer. The Executive Officer may not issue tender paper as such contractor. Who have not executed the previous works satisfactorily or who have taken up works in hand or have failed to execute within the specified periods Application for tender paper must be accompanied with the latest Income tax and Sales Tax and professional Tax clearance certificates. Also for the works requiring technical skill and equipments tender paper may not be issued to the contractors who have no such skills and equipments.
2. The successful tenderer shall have to enter into agreement to be drawn on nonjudicial stamp paper with the Executive Officer of Panchayat Samiti within seven days or less if specifically mentioned in the tender notice from the date of issue of intimation card or a notice in this regard published on the Notice Board of the Samiti.
3. (i) The Contractor shall have to obey minimum wages Act of NREGP. Schedule when mentioned specifically.
(ii) The Contractor shall have to engage local labourers as per as practicable.
4. All works are to be executed strictly in accordance to the specifications as enumerated in the detailed estimated or in absence of such detailed specifications the P.W.D. specifications must be followed.
5. The contractor shall be responsible for regular or immediate payment of royalty, Sales Tax, Octroi and toll charges etc. and shall not claim any compensation enhancement of rates of these charges during execution.
6. The tender rates can not be changed or revised during execution of the work.
7. Security deposit for repair works involving minor construction will be released after one month from the date of completion of the work. In case of major construction works security deposit will be refunded after six months from the date of taking final measurement.
8. If any defect is detected within the period as specified in the foregoing clause the Executive Officer shall be at liberty to get the defects rectified and adjust the cost thereof from the security money of the contractor provided that the contractor shall not be calamitated like earth-quake, fire etc.
9. Extension of time for commencement will be granted by the Executive Officer on valid grounds only provided the application for extension of time is submitted before the Executive Officer at least 3 days before the scheduled date of commencement.
10. The contractor shall have to make his own arrangement for water both for the work and for use by his labourers or other works.
11. No compensation for any damage done by rain or traffic during execution of any work will be entertained.
12. No claim on account of enhancement of rates of materials or labour etc. Will be entertained during the currency of this contract.
13. The contractor shall have to make arrangement at his own cost for proper storing and guarding for departmental materials. No payment shall be given to the contractors for carrying departmental materials to work sites when materials are issued from stops specified within 10 km from the work site.

(Special Coditions Contd.)

- 14. The contractor shall be responsible for returning the unneed departmental materials in good condition Cost of unneed departmental not returned to departmental store in good condition will be deducted.
- 15. No claim on account of bad site or bad approach road will be entertained by the Panchayat Samiti after acceptance of a tender.

C. DECLARATION OF THE TENDERER

I/We have inspected the site of work and have made myself/ourselves fully acquainted with local conditions in and around the site of work. I/We have carefully gone through the Notice Inviting Tenders and on other tender documents including general rules and special conditons. I/We have also carefully gone through the "Department SCHEDULE." I/We agree to execute all the items of the proced schedule as per general conditions and sperification as laid down in the said schedule. My/Our tender is offered taking due consideration of all factors and if the same be accepted. I/We promise to abide by the stipulation of the contract documents and carry our and complete the work the satisfrcion of the Departmen.

Postal address

Signature of the contractor

Date-