DIA / 3286 3/7/17

Government of West Bengal
Office of the District Officer, FPI& Horticulture, Paschim Medinipur
Zilla Parishad Complex, Midnapur
Phone & FAX: 03222 – 263955
Email: *dhopaschimmedinipur@gmail.com*

Office of the Paschim Medinipur Zilla Parishad
04 JUL 2017
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Memo No.: 395 **Date: 03.07.2017**

To
The Additional District Magistrate (Zilla Parishad),
Paschim Medinipur
&
The Additional Executive Officer,
Paschim Medinipur Zilla Parishad.

Sub: Seeking permission for advertisement of Tender for Community Tank under N.H.M. in Zilla Parishad Website i.e. www.zpmidwest.org.

Respected Sir,

I would like to state you that Tender for Community Tank under N.H.M. is scheduled to be held on 17.07.2017.

In this regard, your kind permission is needed for advertisement of this tender in your Website namely www.zpmidwest.org.

Kindly provide necessary permission and obliged thereby.

Enclo. Tender notice

Yours faithfully

3.7.2017
Deputy Director of Horticulture
Paschim Medinipur

Government of West Bengal
Office of the District Officer, FPI & Horticulture, Paschim Medinipur
Zilla Parishad Complex, Midnapur
Ph. & FAX: (03222)263955; Email: *dhopaschimmedinipur@gmail.com*

Memo No. 383 **Date: 28.06.2017**

NOTICE INVITING e- TENDER

NOTICE INVITING e-TENDER No. -07/2017-18
of
The Deputy Director of Horticulture, Paschim Medinipur.

Separate tenders are invited by the Deputy Director of Horticulture, Paschim Medinipur on behalf of the Governor of West Bengal for the works mentioned in the list through e-tendering from eligible and resourceful contractors having sufficient credential and financial capability for execution of works of similar nature.

List of Work:

Sl. No.	Name of the Work	Estimated Amount Put to Tender (Rs.)	Earnest Money Deposit (Rs.)	Credential	Period of Completion	Eligibility of Contractor
1.	Community Tank at Khragpur-I, Mauza Chandabilla, JL No.94, Plot No. 176, 177, Paschim Medinipur	19,39,770.00	38,796.00	7,75,908.00	60 days	As per tender notice

1. In the event of e-Filling intending bidder may download the tender document from the website http://etender.wb.nic.in directly by the help of Digital Signature Certificate.
2. **A. Login by bidder:-**

a) A bidder desirous of taking part in a tender invited by a State Government Office shall login to the e-Procurement portal of the Government of West Bengal https: //wbtenders.gov.in using his login ID and password.

b) He will select the tender to bid and initiate payment of pre-defined EMD for that tender by selecting from either of the following payments modes:

i) Net banking (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI Bank Payment Gat way;

ii) RTGS/NEFT in case of offline payment through bank account in any Bank.

B. Payment procedure:

i) Payment by Net Banking (any listed bank) through ICICI Bank Payment Gateway

a. On selection of net banking as the payment mode, the bidder will be directed to ICICI Bank Payment Gateway webpage

(along with a string containing a Unique ID) where he will select the Bank through which he wants to do the transaction.

b. Bidder will make the payment after entering his Unique ID and password of the bank to process the transaction.

c. Bidder will receive a confirmation message regarding success/failure of the transaction.

d. If the transaction is successful, the amount paid by the bidder will get credited in the respective Pooling account of the State Government maintained with the Focal Point Branch of ICICI Bank at R.N.Mukherjee Road, Kolkata for collection of EMD.

e. If the transaction is failure, the bidder will again try for payment by going back to the first step

ii) Payment through RTGS/NEFT:

a. On selection of RTGS/NEFT as the payment mode, the e-Procurement portal will show a pre-filled challan having he details to process RTGS/NEFT transaction.

b. The bidder will print the challan and use the pre-filled information to make RTGS/NEFT payment using his Bank account.

c. Once payment is made, the bidder will come back to the e-Procurement portal after expiry of a reasonable time to enable the NEFT/RTGS process to complete, in order to verify the payment made and continue the bidding process.

d. If verification is successful, the fund will get credited to the respective Pooling account of the State Government maintained with the Focal Point Branch of ICICI Bank at R.N.Mukherjee Road, Kolkata for collection of EMD.

e. Hereafter, the bidder will go to e-Procurement portal for submission of his bid.

f. But if the payment verification is unsuccessful, the amount will be returned to the bidder's account.

C. Refund/Settlement Process:

i. After opening of the bids and technical evaluation of the same by the tender inviting authority through electronic processing in the e-Procurement portal of the State Government, the tender inviting authority will declare the status of the bids as successful or unsuccessful which will be made available, along with the details of the unsuccessful bidders, to ICICI Bank by the e-Procurement portal through web services.

ii. On receipt of the information from the e-Procurement portal, the Bank will refund, through an automated process, the EMD of the bidders disqualified at the technical evaluation to the respective bidders' bank accounts from which they made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on rejection of bid is uploaded to the e-Procurement portal by the tender inviting authority.

iii. Once the financial bid evaluation is electronically processed in the e-procurement portal, EMD of the technically qualified bidders other than that of the L1 and L2 bidders will be refunded, through an automated process, to the respective bidders' bank accounts from which they made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on rejection of financial bid is uploaded to the e-Procurement portal by the tender inviting authority. However, the L2 bidder should not be rejected till the LOI process is successful.

iv. If the L1 bidder accepts the LOI and the same is processed electronically in the e-Procurement portal, EMD of the L2 bidder will be refunded through an automated process, to his bank account from which he made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on Award of Contract (AOC) to the L1 bidder is uploaded to the e-Procurement portal by the tender inviting authority.

v. All refunds will be made mandatorily to the any A/c from which the payments of EMD were initiated.

No Exemption from deposit of Earnest money will be allowed to any Bidder.

3. Technical Bid and Financial Bid both will be submitted online concurrently duly digitally signed in the Website https: // etender.wb.nic.in as per time schedule stated herein under. The documents submitted by the bidders should be properly indexed & self-attested with seal (if any).

4. The financial offer of the prospective tenderer will be considered only if the Technical Bid of the tender is found qualified by Tender Committee. The decision of the Tender Committee will be final and binding on all concerned and no challenge against such decision will be entertained. The list of qualified tenderers will be displayed in the website on the schedule date and time.

5. <u>Eligibility criteria for participation in tender:-</u>

I. Prospective bidders shall have satisfactorily completed (**100 % completion**) as a prime agency during any financial year from 2012-'13 to till date prior to the date of issue of this Notice at least one work of similar nature, i.e works like construction / renovation and or modernization of Bundh / Tank / WHT /SFMIS etc. for Irrigation purpose under the authority of state/central Govt., state/central Govt. undertakings / statutory bodies constituted under the statute of the state/State Govt. having a magnitudes of 30 (thirty) percent of the Estimated amount put to tender is to be furnished.

II. Pan Card, Professional Tax Receipt Challan for the current year. VAT registration Certificate to be accompanied with the Technical Bid document.

III. The prospective bidders should own or arrange through lease hold agreement the required plant and machineries.Conclusive proof of ownership/ Arrangement (if any) must be submitted.

IV. Registered Unemployed Engineers'Co-operative Societies/ Unemployed Labour Co-Op. Societies are required to furnish valid Bye Laws. Registration certificate in proof on Engineers' Co

Operative Society/ Unemployed Labour Co- Op Societies located within the state of West Bengal, Current Audit Report, Valid clearance Certificate from A.R.C.S. for the current financial year along with other relevant supporting papers (Non Statutory Documents).

V. A prospective bidder shall be allowed to participate in the particular job either in the capacity of individual or as a partner of a firm. During Technical Evaluation of Bid, Financial Capability to execute the work may be verified by the Tender Committee.

VI. The partnership firm shall furnish the registered partnership deed and the company shall furnish the Article of Association and Memorandum (Non Statutory Documents).

6. **Issuance of work order as well as Payment will depend on site clearance, availability of materials (if any), and no claim whatsoever will be entertained for delay issuance of work order as well as payment (If any). Works would be completed within stipulated time period. Escalation charges will not be entertained in any case against N.I.T./ accepted Tender.**

7. Income Tax, V.A.T., Construction Workers Welfare Cess etc will be deducted from bill as per Rule in force at the time of payment of the selected agency. VAT. IT, Royalty & all other statutory levy/ Cess will have to be borne by the contractor & the rate, in the schedule of rates, are inclusive of all the taxes & cess as stated above and Security Deposit will be deducted.

8. The bidders shall quote their rate (Percentage of excess (+)/ less (-) / at par) accordingly in the respective B.O.Q as uploaded considering that no escalation and/ or price adjustment will be allowed by the Department there under any circumstances

9. Bids shall remain valid for a period not less than 12 (twelve) months from the last date of submission of Financial Bid / Sealed Bid. If the bidder withdraws the bid after last date of submission of the same within the period of bid validity the earnest money as deposited will be forfeited forthwith without assigning any reason thereof.

10. Date & Time Schedule:

SI No.	Particulars	Date & Time
1.	Date of uploading of N.I.T. Documents (on line) (Publishing Date)	29/06/2017 (13-00 Hours)
2.	Documents download start date (on line)	29/06/2017 (13-00 Hours)
3.	Documents down load end date (on line)	14/07/2017 (18-00 Hours)
4.	Bid submission start date (On line)	29/06/2017 (13-00 Hours)
5.	Bid Submission Closing (On line)	14/07/2017 (18-00 Hours)
6.	Bid opening date for Technical proposals (On line)	17/07/2017 (11-00 Hours)
7.	Date of uploading list for Technically Qualified Bidder (On line)	To be informed later on.
8.	Date for opening of Financial Proposal (On line)	To be informed later on.
9	Location of Bid opening	Office of District Officer, F.P.I & Horticulture, Paschim Medinipur

11. There shall be no provision of Arbitration. Hence Cl. 25 of 2911 (II) is modified vide notification no 8182- F(Ydt.26.09.12 of Secretary to the Govt, of West Bengal.

12. The Bidder, at his own responsibility and risk is encouraged to visit and examine the Site of works and its surroundings and obtain all information as well as places for disposal of cutting earth etc. that may be necessary for preparing the Bid and entering into contract for the work as mentioned in the Notice inviting Tender before submitting the offer with full satisfaction. The cost of visiting the site shall be at the Bidder's own expense.

13. The intending Bidders shall clearly understand that whatever may be the outcome of the present invitation of Bids, no cost of Bidding shall be reimbursable by the Department. The Deputy Director of Hoticulture, Paschim Medinipur in consultation with the Tender Committee reserves the right to accept or reject any or all the offer without assigning any reason whatsoever and is not liable for any cost that might have incurred by any Bidder at the state of Bidding.

Refund of EMD:

In case of Successful Tender, the Earnest Money deposited by the Tenderer during Tender will be converted into Security deposit and balance amount for security deposit @ 8% of the bill value will be deducted from the bill at the time of payment to retain 10% of bill value of the total work done (final bill value) to form Security Money for performance of work. No interest on Security Deposit will be paid by the Department.

14. The intending tenders are required to quote and submit the rates on-line only No off-line tender will be entertained.

15. Contractor shall have to comply with the provisions of (a) the contract labour (Regulation Abolition) Act 1970 (b) Apprentice Act 1961 and (c) minimum wage Act. 1948 and any notification thereof or any other laws relating thereto and rules made and order issued to this effect from time to time.

16. Prospective tenderers are advised to note carefully the minimum qualification criteria as mentioned before bidding.

17. NO CONDITIONAL / INCOMPLETE TENDER will be accepted under any circumstances.

18. Requirement of Principal Machineries (if any) which must be possessed by own / lease agreement (Non Statutory Document).

19. The Deputy Director of Horticulture, Paschim Medinipur reserves the right to cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.

20. During scrutiny, if it comes to the notice to the tender inviting authority that the credential or any other papers of any bidder is incorrect/ manufactured/ fabricated, that tenderer will not be allowed to participate in the tender and that application will be out rightly rejected without any prejudice with forfeiture of earnest money forthwith.

21. In case if there is any objection regarding qualifying of the Agency in the Bid that should be lodged/ informed to the D.D.H within 2 days from the date of publication of list of qualified Agency and beyond that time schedule no objection will be entertained.

22. Before issuance of the work order, the **Tender Committee** may verify the credential & other documents of the lowest tenderer with the original if found necessary. After verification, if it is found that such documents submitted by the lowest tenderer are either manufactured or false, in that case, work order will not be issued in favour of the tenderer under any circumstances and will follow the forfeiture of earnest money and legal action may be taken.

23. The specification for the works made of execution and measurement will be governed by the specification laid down in the Departmental schedule.

25. After selection of Tenderer, site of the work and DPR of the each site will be supplied by the office at the time of Work Order. Tenderer are bound to do the work at any site of the Paschim Medinipur & Jhargram District. Only model DPRs are uploaded for floating the tender. Volume & cost of the community Tank are fixed but measurement and component are changeable for situation of the location and tederer are bound to do the work as per quoted rate.

26. The block and work site may be changed or cancelled according to the field situation.

INSTRUCTION TO BIDDERS:

Instruction / Guidelines for tenders for electronic submission of the tenders online have been annexed for assisting the contractors to participate in **e-Tendering.**

1. Registration of Contractor:
Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through logging on to https://etender.wb.nic.in. The contractor is to click on the link for e-Tendering site as given on the web portal.

2 Digital Signature certificate (DSC):
Each contractor is required to obtain a class-ll or Class-lll Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the National Information's Centre (NIC) on payment of requisite amount details are available at the Web Site stated in Clause-1 of Guide line to Bidder. DSC is given as a USB e-Token.

3. Collection of Tender Documents:
The contractor can search & download NIT & Tender Documents electronically from computer once he logs on to the website mentioned in Clause 1 using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

4. Method of tendering:-
i) If the tender is made by an individual it shall be signed by the individual in his full name and current address over rubber stamp (if any).
ii) If the tender is made by a proprietary firm, it shall be signed by the proprietor in his full name of his firm with its current address over rubber stamp. If the tender is made by a firm in partnership, it shall be signed by all the partners of the firm in their full names and current addresses or by a partner holding the power of attorney for the firm for signing the tender in

which case a certified copy of the power of attorney /partnership deed shall accompany the tender, all over the corresponding rubber stamp.
iii) If the tender is made by a limited company or limited corporation, it shall be signed and rubber stamped by a duly authorized person holding the power of attorney for signing the tender in which case a certified copy of power of attorney shall accompany the Tender.
iv) All witness and sureties shall be person of status and probity and their full names, occupations, addresses shall be stated below their signatures.
v) Cancellation of any document such as power of attorney, partnership deed etc. should be communicated forthwith by the tenderer in writing failing which this department shall have no responsibility or liability for any action on the strength of the said document.
vi) All signatures in the tender documents shall be dated.
vii) If a tenderers/(s) expires after submission of his/her/their tender or after the acceptance of his/her/their tender or before the execution of the works at site, the authority shall deem such tender as cancel unless the firm retains its character.

5. Submission of Tenders:
5.1 General process of submission:
Tenders are to be submitted through online to the website stated in Cl.3in **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 documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

5.2 Technical proposal: The Technical proposal should contain scanned copies of the following further in two covers (folders):-
A-l. Statutory Cover Containing:
i) Prequalification Application.
ii) EMD as prescribed in the NIT,
iii) Tender form no. 2911(ii) & NIT with all agenda & corrigendum (download & upload the same Digitally Signed). **Quoting rate will only encrypted in the B.O.Q. under Financial Bid** .In case quoting any rate in 2911(ii), the tender liable to be summarily rejected
iv) Special Terms & Condition.

A-2. Non Statutory/ Technical Documents Cover Containing:
i. Professional Tax (PT) deposit receipt challan for the current financial year, Pan Card, Saral (ITR) for the last financial year, VAT Registration Certificate.
ii. Registration Certificate under Company Act. (If any)
iii Registered Deed for partnership Firm/ Article of Association & Memorandum (if any).
iv. Power of Attorney (For partnership Firm/ Private Limited Company, if any)
v. 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) Engineers' Co-Opt(s).
vi. Audit Balance sheet of last three financial years (2013-14, 2014-15 & 2015-16) with auditor's certificate regarding annual turnover from contracting business in each year.
Bidders whose annual turnover is less than 1 crore shall need to submit payment certificates obtained from clients and IT submission certificate for the corresponding year in support of the from 2 submitted under statutory cover.
vii List of machineries possessed by own/ arranged.

viii. Credential certificates for completion (100 % completion) as a prime agency during any financial year from 2012-13 to till date prior to the date of issue of this Notice at least one work of similar nature, i.e., works like excavation/renovation and or modernization of Bundh / Tank / WHT/ SFMIS etc for Irrigation purpose under the authority of state/central Govt., state/central Govt. undertakings / statutory bodies constituted under the statute of the State/State Govt. having a magnitudes of 30 (thirty) percent of the Estimated amount put to tender is to be furnished (as per clause 5.i. Eligibility criteria for participation in tender).

ix. Self certified document in favour of financial capability to carry out the works.

Note: Failure of submission of any of the above mentioned documents (as stated in A1 & A2) will render the tender liable to be summarily rejected for both statutory & non statutory cover.

THE ABOVE STATED NON STATUTORY / TECHNICAL DOCUMENTS SHOULD BE ARRANGED IN THE FOLLOWING MANNER.

Ownership paper or Agreement Paper for excavation of earth machines (like as Dumper, Earth Excavator, Tractor etc.) must have to be submitted with the tender paper.

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	1. Vat / Sales Tax Registration Certificate along with Acknowledgement. 2.PAN 3. Latest IT Acknowledgement. 4. P TAX (Challan)
B.	Company Details	Company Details -1	1. Proprietorship Firm (Trade License) 2. Partnership Firm (Partnership Deed, Trade License) 3. Society Registration Copy 4. Power of attorney
C.	Credential	Credential -1	1. Similar nature of work done with 100 % completion Certificate which is applicable for eligibility.
D.	Equipment	Machineries	1. Authenticated copies of possession (if any).
E.	Financial capability	Certificates	1. Self certified documents for carry pot the works.
F.	Manpower	Technical Personnel	Technical Personnel in Payroll.

5.3. 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 Excess / Less / At par) online** through computer in the space marked for quoting rate in the B.O.Q.

ii) Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the contractor.

6. Opening & evaluation of tender:

Opening of Technical proposal:-

Technical proposals will be opened by the Deputy Director of Horticulture, Paschim Medinipur.

i) Name of the technically qualified bidders on the basis of information furnished in the check list and in My document upload by concerned bidder after verification of the same with original will be displayed in the portal after completion of verification and technical evaluation. Date of verification of original documents will be through portal. If those are not produced within the stipulated time frame their proposal will be liable for rejection.

ii) Intending tenderers may remain present if they so desire.

iii) Cover (folder) statutory documents would be open first & if found in order and correct, cover (Folder) for non- statutory documents will be opened. **If there is any deficiency in the statutory & non statutory documents the tender will summarily be rejected.**

iv) Decrypted (transformed in to readable formats) documents of the non-statutory cover will be downloaded & handed over to the tender evaluation committee.

v) Uploading of summary list of technically qualified tenderers will be done after evaluation done by the **Tender Committee.**

NB: While evaluation, the TIA / Tender Committee may summon of the tenderers & seek clarification /information or additional documents or original hard copy of any of the documents already submitted & if there are not produced within the stipulated time frame, their proposals will be liable for rejection.

Opening and evaluation of Financial Proposal:

i) Financial proposals of tenderers declared technically eligible by the Tender Evaluation Committee will be opened electronically from the web portal on the prescribed date and time.

ii) The encrypted copies will be decrypted and the rates will be read out to the contractors remaining present at that time.

7. Acceptance of Tender:

The Bidder whose Bid has been accepted will be notified by the Tender Inviting & Accepting Authority through acceptance letter/Letter of Acceptance. The Letter of Acceptance will constitute the formation of the Contract. The Agreement in W.B.F No 2911(ii) will incorporate all necessary documents e.g N.I.T. all corrigendum, special terms & condition, specification of work, different filled up forms. B.O.Q. and the same will be constituted between the Accepting Authority and the successful Bidder

8. Procedures to be followed when one/ two technically qualified tenders participated in any tender:

i. Financial bid of technically qualified single / two tenders may not open immediately.

ii. 2nd call may be invited immediately after technical evaluation and uploading the list of the technically qualified bidders of the first call after relaxation.

9. Special terms & Conditions:

Special Terms & Conditions of the Tender are attached with this notice.

10. Penalty for suppression / distortion of facts:
Submission of false document by tenderer is strictly prohibited & if found action may be referred to the appropriate authority for prosecution as per relevant IT Act with forfeiture of earnest money forthwith.

11 Rejection of Bid:
The Employer (tender accepting authority) reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time prior to the award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for Employer's (tender accepting authority) action.

12. Qualified Staff:- Intending bidder(s) should have sufficient qualified Engineers as per latest Govt. rule along with other supervising staff and necessary documents have to be submitted at the time of uploading the bid.

13. Interested bidders are requested to watch the web portal on regular basis and follow the corrigenda, addenda, notice, instruction of any issued by tender inviting authority throughout the entire period of tender process till of work order and act accordingly. No excuse in this regard will be entertained.

14. Running account bill may not be entertained.

28.6.2017
Deputy Director of Horticulture
Paschim Medinipur

Special Terms and Conditions:

Notwithstanding anything contained in the West Bengal Form No 2911(ii) in which the contract is to be executed, the following special terms & conditions shall constitute a part of the contract and shall be binding on the tender(s).

1. Tenders are requested to visit the site personally, access the quantum of the work to be done and well acquainted with the works and quote rates accordingly.
2. No claim out of typing, printing and arithmetical and/or clerical mistakes anywhere in the agreement shall be entertained.
3. Complete set of tender documents issued to the tenderer(s) must be submitted duly singed.
4. If the tender is made by an individual, it shall be signed by the individual above his full name and corrent address bottom of the each page.
5. If the tender is made by the Proprietary Firm, it shall be signed by the Proprietor with rubber seal of his firm.
6. If the tender is made by a Firm in partnership, it shall be signed by the all partners of the firm with rubber seal of his firm or by a partner holding the power of attorney for the firm for signing the tender with rubber seal. A certificate copy of power of attorney/ partnership deed shall also accompany with the tender.

7. If the tender is made by Limited Company or Limited Corporation, it shall be signed by a dully authorized person holding the Power of Attorney for signing the tender with rubber seal in which case a certified copy of the power of Attorney shall accompany the tender. Such limited company or corporation may be required to furnish satisfactory evidence the existence before the contract is awarded.
8. If a tenderer expires after submission of his /her Tender or after the acceptance of his /her Tender, the authority shall deem such tender as cancel.
9. If a tenderer /(s) expires after submission of his /her/their Tender or after the acceptance of his /her/there Tender before the execution of the works at site. The authority shall deem such tender as cancel unless the firm retains its characters.
10. Charges in document such as Power Attorney, Partnership Deed, etc should be communicated forthwith by the tenderer(s) in writing, failing which the Department shall have no responsibility or liability for any action on the strength of the said document.
11. Rates quoted in the tender shall be fixed during the period of contract and shall not be subject to any variation on any ground. Conditional tender will not be entertained.
12. The Tenderer(s) shall have entirely responsible for the sufficiency of rate quoted by him/her/them in his /her/their Tender(s).
13. Tender shall be valid for a period of not less than 12 months from the date of opening of tender. Tender once submitted shall not be withdrall within the valid period.
14. The letter of acceptance will normally be issued within 30 days from the date of opening of tender.
15. Intending tenderer should specially state they are agreeable to complete the work within the time specified
16. The accepting authority reserves the right split up the works accordingly to demand and distribute the works amongst the participants of the tender.
17. Immediately after taking over the site , the contractor shall inform the Deputy Director of Horticulture, Paschim Medinipur, about the work programme in writing.
18. No claim whatsoever will be entertained if department falls to hand over site in time for any reason beyond their control.
19. Time is a essence of contract and work should be completed in stipulated time.
20. The tender inviting authority reserves the right to reject any or all the tender without assigning any reason whatsoever at any stage.
21. Photograph of the schemes before commencement of the work, during execution of the work and after completion of the work shall have to taken by the agency at their own cost. Copied of Photograph (both soft and hard) shall have to submit by the agency to DDH for documentation and before payment.
22. A display board must be installed at site during execution of the work as per direction of DDH.
23. The specification of materials & works , mode of execution & measurement will be governed by the specification laid down in general specification , Execution, Material, Modes of Measurement & Consumption of Material , I & W.D schedules of rates, relevant provision of I.S code , Working Scheduled, technical specification, and drawing(s) and as per direction of DDH.
24. Rate shall be inclusive of all incidental charges & fees i.e Royalties , Octroi, Tax on materials, Electricity and other charges Panchayet , statuary bodies sales tax , income tax etc. including of all necessary expenditure covering all incidental factors like location, site condition, approachability, of the site etc. and no extra claim on any account will be entertained.

25. Arranged of places for disposal of excess earth should be arrange by the agency at his own cost and no claim on his account will be entertained.
26. No claim for idle labour will be entertained under any circumstances.
27. Water for consumption purpose, drinking water for use by the labourer & others at site shall have to be arranged by the agency at his own cost and no claim on his account will be entertained.
28. All provisions of Labour Laws including any amendment shall be followed strictly by the Agency. No child labour shall be engaged. Working condition for the labourers shall be arranged by the Agency. Local labourers shall be arranged and at least minimum wages paid to them accordingly.
29. All possible precautions so as to ensure safety against probable accidents should be taken .Agency will remain responsible for his labour respect of his liabilities under the workman's compensation act etc. He must deal with such cases as promptly as possible. The working will have to kept First Aid Box at site for instant treatment of working persons for any misshapen at site at his own cost.
30. All materials, tools and plants besides those to be supplied by Government have to be arranged by the concerned agency for the working materials must be conforming to relevant IS Code with latest amendments and also must be as specified in the schedule. The materials has be approved from the D.D.H in well advance before use .The agency has to submit the test certificate along with guide certificate of the materials in well advance before use. All labourers (Skilled and Unskilled) including their housing sanitation, procurem food stuff , medical aids etc. are to be arranged for by the contractor. Cost of transport of labour, materials and all items aforesaid shall have to borne by the contractor.
31. Rates of all items are inclusive of labour, material charges and costs (including Sales Tax ,Royalty, Octroi and Toll Tax, Ferry Charges, etc.) as may have to be incurred by the contractor for getting the respective items of works executed to proper and complete finish.
32. Unless specifically mentioned otherwise in the description of the item itself, no extra charges will be paid for scaffolding (including S scaffolding), centering, shuttering, curing etc. and the rates are deemed to be inclusive of the same and of the cost of sundries necessary for satisfactory completion of the Work.
33. No Departmental materials like Cement / Steel will be supplied. Cement and other materials shall be procured by the Agency and stored in w tight, damp proof store at site at his own cost and should have got approved by the D.D.H before use for the work .Cement should be good quality, fresh and free from clods. Steel bars required for the work should be free from rust and uniform in size. Proof of purchase the construction materials are to be produced without fail. Rejected materials, if any, shall be cleared from the site within 48 (forty eight) hours rejection. In case of non -compliance with such orders, the DDH shall have the authority to cause such removal at the cost expenses of contractor shall not be entitled to any loss or damage on that account.
34. Materials obtained by dismantling Govt. structure or parts there of shall remain the property of Govt. The contractor shall sort out an stack till serviceable materials within the premises and also dispose of the unserviceable rubbish etc. as per instruction of the DDH or head of representative.
35. The contractor shall remain the custodian of such dismantled materials till the charge of the same is taken over by the EIC his representative. Considerations for the assumption of such responsibility shall be deemed to have been included in the rates for the relevant items of work.
36. Any loss or damage of manpower/ materials either at the time of execution of work at site or during the period of work shall be the responsibility of the Agency.
37. No claim shall be entertained or no benefit shall be arrived at out of any typographical arithmetical or clerical mistakes in the schedule of work etc.

38. The Agency shall make their own arrangement for storage of materials at site for their tools and plants.
39. Site Order Book with machine numbers pages in triplicate duly authenticated by the E-I-C. shall to be maintained at the site by the Agency at his own cost for entering of direction or instruction from Departmental Officers issued time to time at also the Agency or his authorized representative shall regularly note the entries in the site Order Book and also record their in the action taken or being taken by him / them complying with the said direction (S).
40. The Agency shall remove all the unserviceable materials from the site after completion of the work including temporary sheds, vats and rubbishes etc. and shall dress &level the work site at his own cost as per direction of the DDH or his authorized representatives.
41. Work should be started immediately after issuance of Work Order.
42. The Contractors are required to obtain licenses under contract Regulation & Abolition) Act 1970 and abide by the rules for G.O. No.-795-I.R. dt. 01.09.09 of labour Department, Govt. of West Bengal, if there be any violation of the above during the execution of the job, it will rendered the concerned Agencies ineligible for the work, them & there , or at any subsequent stage as may be found convenient.
43. If, any item not included in the schedule, the payment of the same will follow observing supplementary tender formalities.
44. The Sub-Divisional Officer concerned is authorized to carry out, on behalf of the DDH, general supervision, issue day to day instructions and approval of materials and workmanship. In case of dispute, the decision of the DDH shall be final and binding.
45. Except when specifically mention in the description of the item itself, the rate for any item of work apply equally to all floors, in any position and up to any height. In respect to concrete work etc. where the rate is on the basis of volume. The item shall apply to all cases irrespective of the thickness unless a specific item appears in the Schedule for the particular type of work. The work up to a particular floor level means all work up to the level roof of that the floor and if the parapet work is just on its roof then the parapet is included in that floor. No enhanced rate for parapet work will be allowed.
46. Renewal works include dismantling and taking out old work, mending good damages after renewal and removal of waste materials. The rate for any item of original nature not provide in this Schedule may be deduced from the rate of similar item of renewal work by multiplying by a factor 100/105 and conversely the rate of any item of renewal nature not provide in this Schedule may be deduced from the rate of similar item of original nature by multiplying by a factor 105/100.
47. White washing, painting etc. include preparation of surface ((including plugging old nail holes etc.) prior to the treatment and removal of all marks or stains from walls, floor. Glass panes. Chowkats etc. For repair works, this also includes shifting and / or covering furniture etc.
48. The site must be cleared by the contractor from time to time as rubbish, debris etc. accumulate during the work and on completion the whole site must be left in a clean and tidy condition, to the satisfaction the D.D.H or his representative.
49. The special Term & Condition is a part of Parcel of the Agreement n of this Tender.

28.6.2017

Deputy Director of Horticulture
Paschim Medinipur

DIA

AEO

Memo. No.383/1(13) Date: 28.06.2017

Copy forwarded for information to :-

1. The Director of Horticulture, Directorate of Horticulture, Mayukh Bhavan, Salt Lake, Kol-91.
2. The Sabhadhipati, Paschim Medinipur Zilla Parishad.
3. The District Magistrate, Paschim Medinipur.
4. The Additional District Magistrate (Panchayet), Paschim Medinipur.
5. The Karmadhyakshya, Krish-Sech-O-Samabay-S-Samity, Paschim Medinipur Zilla Parishad.
6. The Executive Engineer, A.I, Midnapore(A.I) Division, Paschim Medinipur.
7. The District Information & Cultural Officer, Paschim Medinipur.
8. The Deputy Director of Agriculture (Admn.), Paschim Medinipur.
9. The Sub-Divisional Horticulture Officer, Kharagpur Sub-Division, Paschim Medinipur
10. The Savapati Kharagpur-I Panchayet Samity, Paschim Medinipur.
11. Executive Officer Kharagpur-I Panchayet Samity, Paschim Medinipur.
12. Field Consultant Kharagpur-I Panchayet Samity, Paschim Medinipur.
13. Office Notice Board.

28.6.2017

Deputy Director of Horticulture
Paschim Medinipur

(14)