

Office of the CMOH
DHFWS, Nadia.

NOTICE NO-2 of 2012-2013

Memo No. 7755

Dated: 07/12/12

Sealed tenders in separate covers are invited by the Secretary, DH&FWS & C.M.O.H, and Nadia from the bonafied, experienced Contractors who have to abide by the condition stated in the following website. The details of the tender will be available in the Website of Nadia District i.e. www.nadia.nic.in. Or www.swasthyakathanadia.org.

SD

Secretary DHFWS & CMOH, Nadia

Govt. of West Bengal
Office of the Chief Medical Officer of Health, Nadia
5, D.L. Roy Road, Krishnanagar, Nadia
Ph. No-(03472)252-306,FAX-03472(223508), E-mail:cmoh_nad@wbhealth.gov.in.

Memo No.:7755

Dated: 07/12/12

Notice No.2 of 2012-13

Sealed Tenders are invited in printed Tender Form (as will be available in the office of the CMOH, Nadia) from enlisted PWD/CPWD contractors/or resourceful bonafied outsiders having credential of completing similar nature of work.

Name of the work: Construction of SNSU at Palashipara BPHC under Tehatta-II Block in Nadia District.

Estimated amount put to tender: 4, 13,030.00

Time allowed for completion (Days):30(Thirty)

Earnest Money (Rs.):8261.00

Cost of Tender Paper (Rs.):750.00

TERMS AND CONDITIONS

1. Application for tender paper should be submitted to the undersigned during office hours up to 2 pm on 26/12/2012 along with the following documents -
Self attested photocopies of valid upto date IT return for this current year, VAT Registration or return, current year Professional Tax, PAN Card, current year Trade License, Credential in form of payment certificate or completion certificate including copy of work order of a single work of similar type executed within three years counted from the date of issue of this notice amounting minimum Eighty Percent (80%) & Forty Percent(40%) in case of Engineer's Co-Operative & Labour of the tendered amount. The intended applicants may submit a single application, for more than one work, mentioning the serial no. of different works. No applications will be received after the scheduled date and time.
Note: Only Credential for building work (Repair & Renovation, New Construction) will be accepted, no other credential will be entertained.
2. Tender paper will be issued to the qualified contractor on 31/12/2012 from 11 am to 2pm. The undersigned is not bound to issue tender papers to all applicants.
3. Sealed tender will be dropped in the tender box kept in the office of the undersigned within 2 pm on 07/01/2013. It will be opened on the same date and fixed time at the office of the undersigned. The intending tenderer may remain present at the time of opening.
4. Time is the essence of contract. The successful contractor must complete the work within the time specified for completion. No extension of time will be allowed except in special case if any, contractor fails to complete the work within the stipulated time the work order issue in his favour will be cancelled without assigning any reason therefore. The undersigned may be also proceeded to get the balance work complete work any other means including through other contractors. The excess expenditure, if any, due to such a step would be recoverable from the unpaid bills/security deposit of the tenderer. This is a part from any other part measure the undersigned may take, including blacklisting of the contractors forfeiture of earnest money.
5. Earnest money noted against the name of work @ 2% (approx) of the value of work will have to be deposited in the form of Bank Draft of Nationalized Banks in favour of the **CMOH & Secretary, DHFWS**, Nadia. Engineer Co-operative Societies & Labour Co-operative will not be required to deposit any earnest money.
6. The rate should be quoted in percentage both in figures as well as words.
7. Incomplete tender will be rejected summarily.
8. **Audit report of last financial year will have to be submitted in case of Engineers Co-operative and the societies having proper power of Attorney.** No tender form will be handed over any outsider. Credential of similar type of works will have to be produced in case of Engineers Co-operative and labor Co-operative.
9. All rates shall be inclusive of all charges, royalty, toll charge, carriage etc.

10. Before starting the supply, the work site must be dressed and cleared by cutting all sorts of jungle, shrubs etc. for when no extra payment will be made.
11. **Only one tender form will be issued to each contractor for a single work.**
12. The contractors who will not submit tender paper or do not return the same before the date and time of dropping after receiving the same, will not be allowed to participate in two consecutive tenders.
13. The successful tenderer will have to start the work within 7 days from the date of issue of work order after execution of formal agreement as per rule and will have to complete the work within the time allowed for completion.
14. Acceptance of the lowest tender is not obligatory and undersigned reserves the right to accept or reject any or all the tenders without assigning any reason what so ever and also to split up the tender work to more than one contractor in the interest of scheme execution.
15. Amalgamation of Unemployed Engineers Co-operative and Labor Co-operative in any form should not be allowed towards counting eligibility in participation of tender.
16. S.T. / I.T. royalty at the prescribed rate will be deducted at source.
17. The notice shall form part of terms and conditions of tender and tenderer shall be bound to abide by them.
18. Before submission of the tender the contractor must visit the work site to judge the local condition from all corners and no plea/complain about the site will be entertained after works. It will be presumed that the agency offered the tender after reviewing entire position of the work site.
19. (a) Separate Tenders should be submitted in similar way for each work of group work.
(b) Before submitting Tender the Tenderer must get his signature attested on contract form by witness failing which, Tender may liable to be rejected.
20. The Tender received after the due date and time and any change in quotation after opening of the Tender will be out-rightly rejected. The department will not be responsible for loss of Tender from or for the delay in the postal transit.

SPECIAL CONDITIONS OF CONTRACT

1. General:

These conditions are part of the tender documents, which must be read as a whole, the various sections being complimentary to one another, and are to be taken as mutually explanatory. These conditions shall be read in conjunction with the other parts of the tender documents.

Unless otherwise specified the work to be provided for by the contractor shall include but not be limited to the following:

A) Provide all materials, supervision, testing, services, scaffolding, formwork, reinforcements, temporary drainage, temporary fencing and temporary lighting as required for safety and work purposes etc, for the execution of the work.

B) To take all the safety measures like using safety belt, helmet etc. required for such type of work and if required, insures the labourers against any accident, which may occur in the course Of execution of the job. Making good any damage done to any property during execution of the work.

2. Work Site:

The Work site is located at **inside Krishnanagar Sadar Sub-division, Tehatta Sub-division, Ranaghat Sub-division and Kalyani Sub-division in Nadia district** and as described in the name of the work. The tenderer shall visit the site of work and acquaint him with the exact nature, scope and site of work before quoting his rates. No claims for any extra payment will be entertained under any circumstances after opening of the tender on this account. The contractor shall bear in mind that least possible inconvenience are to be created for users of essential facilities located within or in the vicinity of the works site during the tenure of his work.

3. Site Godown and Watching:

The contractor shall have to make his own arrangements for construction of site godown (if any) for storage of materials and security thereof during day and night at his own cost. The godown and other temporary structures, if erected, are to be dismantled by the contractor before leaving the site after completion of the work at his own cost.

4. Forwarding of Materials:

All dismantled unserviceable materials are to be disposed of beyond the office compound and in conformity with the Municipal/ Corporation Rules at the contractor's own cost. The contractor shall have to arrange transport for forwarding any usable/ saleable materials that may be found during the process of execution of the work to the Hospital area or any other Site/ Godown including labourers, transportations, loading, unloading all complete as per the direction of the Engineer-In-Charge. No separate payment will be made to the contractor on this account unless specifically mentioned in the B.O.Q.

5. Workmanship:

The contractor shall maintain workmanship of different items with an idea of providing a trouble-free service to the users of different facilities. For this, it is expected that different fittings/ fixtures after installation should not need attendance for a period up to three months and throughout the contract period the same has to be attended by the contractor at no extra cost to the Undersigned. All cement works shall have to be adequately cured as per relevant codes with no extra cost to the Undersigned.

6. Materials and Transport :

All materials including cement, except mentioned otherwise in the items of the attached bill of quantities, for successful completion of work shall have to be procured and supplied by the successful tenderer at his own cost. The cement if used shall be of 43/ 53 Grades OPC or Slag cement as per the direction of the Engineer-In-Charge. The materials supplied by the contractor shall be of approved quality and approval also shall have to be taken from the Engineer at site before using the materials to the work. Rejected materials, if any, shall have to be removed by the contractor with his own labour and transport at his own cost immediately on receipt of the instruction.

7. Testing of materials :

Testing of any materials including cement (if required) shall have to be carried out at the Laboratories to be recommended by the Engineer-in-Charge. No payment will however be made to the contractor towards charges for testing which are not mentioned in the BOQ but to be done as per the codes and specifications.

8. Supervision :

The contractor shall have to engage sufficient number of qualified and skilled persons to supervise and execute the work. The contractor shall solely be responsible for any defective construction/ rectification as a result of poor supervision.

9. Escalation/ variation in Prices :

No escalation/ variation on prices will be entertained.

10. Discrepancies in the contract documents :

The several documents forming the contract shall be taken, as mutually explanatory of one another and in case of one and in case of discrepancies the **Specifications and Bill of Quantities** shall prevail over **signed drawings**, **Bill of Quantities** over the **Specifications**, **Technical Specifications and other particulars** over **Standard Specifications** and **Special Conditions** over the **General Conditions**.

11. Specifications/ Codes and Standards:

All works under this Contract will be executed according to the spirit of the Medical Specification for works. Whenever the details are not specifically covered in the specifications, relevant provisions in the latest revision and/ or replacements of the Indian Standard Specifications (IS) or any other Inter-national Code of Practice PWD/ CPWD specifications will be followed. The Contractor shall have to procure copies of such codes/ standards for ready reference of his own personnel as well as the Medical Engineers at site at his own cost and without any additional reimbursement.

12. Plants and Equipments :

All constructional plants and equipments shall have to be supplied by the successful tenderer for completion of the job at his own cost. Intending tenderers should note that the resulting delay due to late deployment (if any) as well as deployment of improper and/ or inadequate plant(s) and equipment(s) in the work will not be considered while considering the extension of time of the contractor.

13. Errors in the B.O.Q. :

In case rate of particular item is printed erroneously in BOQ, the rate stated in the Schedule of rates will prevail over the rate misprinted in BOQ.

14. Safety:

The contractor shall follow all safety precautions for prevention of injury or accidents and safeguarding human lives and property. Medical safety regulations shall be strictly observed all facilities for inspection of the Works, Plants & Equipments etc, whenever so required. The contractor shall further comply with any instruction issued by the Engineer in respect of safety, which may relate to temporary or permanent works, working of tools, plants & equipments, means of access or any other aspect.

The contractor shall provide all necessary first aid measures, rescue and life saving equipment, etc in proper condition, which shall

be readily available for use at all times. The contractor shall adopt all the above safety measures at his own cost.

15. Protection of existing services:

The contractor must pay full attention to the fact that the existing service facilities for users are not distributed at any time due to storing of materials and rubbish and take every precaution to keep the entrance passage clear if the same are being used by the labours.

16. Cleaning during execution and after completion:

On completion of the works the contractor shall reinstate and make good at his own expense any property or land which might have been disturbed and/or damaged by his works. He should also clean the site as required during execution and fully clear the site after completion of all the works. The contractor shall forward any usable materials found during the course of construction at the work site or its vicinity to Hospital stores/yards, dispose off the debris beyond the port area all at his own expenses by his own transport and labour and clean out all part of the work and leave everything clean and tidy to the entire satisfaction of the Engineer.

17. Water:

Water required for drinking and other purposes and for works will have to be arranged by the Tenderer at their own cost

18. Power Supply:

The Contractor shall have to make his own arrangement for the supply of power at no extra cost to the Hospital authority.

19. Compliance to the Labour Laws and Contract Labour Regulation and Abolition Act, 1970:

The contractor shall be required to comply with the Minimum wages Acts 1948, Employees Liability Act, 1938, Industrial Disputes Act, 1938, Industrial Dispute Act, 1940 and The Contract Labour (Regulation and Abolition) Act, 1970, or statutory amendments and the modifications thereof, any other laws relating there to and the rules made there under from time to time.

It will be the duty of the contractor to abide by the provisions of the Act. Ordinances, Rules, Regulations, Byelaws and Procedures as are lawfully necessary in the execution of the works. The contractor will be fully responsible for any delay/damage etc. and keep the Engineer indemnified against all penalties and liabilities of any kind for noncompliance or infringement of such Acts, Ordinances, Rules Regulations By-laws and Procedures.

The aforesaid regulations shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a Breach of Contract. It will be obligatory on the part of Contractor to obtain necessary Labour License from the Competent Authority for deploying requisite Nos. of labours in the work and submit to the Engineer-In-Charge prior to commencement of the work.

20. Compliance of Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 and Other Construction Workers' Welfare Cess Act, 1996.

i) The successful tenderer will be required to comply with the relevant provisions of Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 and West Bengal. Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 2004 as well as Building and Other Construction Workers' Welfare Cess Act, 1996 and the rules framed thereunder.

ii) An amount of Cess calculated at the rate of 1% of the billed amount shall be progressively recovered from each running bill as well as from the final bill of the Contractor for onward transmission of the same to the appropriate authority.

21. Income Tax and other Taxes as applicable will be deducted as per rule.

N.B. For further inquiry please contact at the office of the CMOH, Nadia.

SD

Secretary DHFWS & CMOH, Nadia