

**INVITATION FOR QUOTATIONS FOR CONSTRUCTION OF
CIVIL WORKS UNDER SHOPPING PROCEDURES**

No. 806/PBGSBS/SSS/Harin-work/NDP-I/13

Dated: 03.03.2014

INVITATION FOR QUOTATIONS FOR CONSTRUCTION OF New Concrete Road For Connection with The Old Sheds Being Proposed To Use Dung, Hay And Fodder Etc. Collection During The Year 2013-14(Phase-II)

1. You are invited to submit your most competitive quotation for the following works:-

Brief Description of the Works	Approximate value of Works (Rs.)	Period of Completion
Construction Of New Concrete Road For Connection with The Old Sheds Being Proposed To Use Dung, Hay And Fodder Etc. Collection During The Year 2013-14(Phase-II)	2846436.00	90 Days

2. Government of India has received a credit from the International Development Association (IDA) towards the cost of National Dairy Plan -I (National Dairy Support Project-NDSP). Paschim Banga Go Sampad Bikash Sanstha an End implementing agency of the project intends to apply part of the proceeds of this credit to eligible payments under the contract for which this invitation for quotations is issued.
3. The Strengthening of Semen Station, Salboni Project in West Bengal state is being implemented by Paschim Banga Go Sampad Bikash Sanstha, which is registered under the Societies Registration Act.
4. To assist you in the preparation of your quotation, we are enclosing the following:
- iii. Detailed Bill of Quantities, with estimated rates and prices (Annexure-1)
 - iv. Technical Specifications (As per PWD,WB schedule,2013-14)
 - v. Instructions to Bidders.
 - vi. Draft Contract Agreement format which will be used for finalizing the agreement for this Contract.
5. You are requested to provide your offer latest by 14.00 hrs. on 19.03.2014

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6. Quotations will be opened in the presence of Bidders or their representatives who choose to attend at 14.30 hrs on 19.03.2014 in the office of Paschim Banga Go Sampad Bikash Sanstha, LB-2, Sector-III, Salt Lake City, Kolkata- 700 098.
7. We look forward to receiving your quotations and thank you for your interest in this project.



Dr.S. Bose

Chief Executive Officer

Paschim Banga Go Sampad Bikash Sanstha

Ph.No. ☎ (033) 2335-0715 Fax No. (033) 2335-0712

E-mail :ceopbgsbs2003@yahoo.co.in

Instructions to Bidders

SECTION - A

1. Scope of Works

The Paschim Banga Go Sampad Bikash Sanstha invites quotations for the construction of works as detailed in the table given below

Brief Description of the Works	Approximate value of Works (Rs.)	Period of Completion
Construction Of New Concrete Road For Connection with The Old Sheds Being Proposed To Use Dung, Hay And Fodder Etc. Collection During The Year 2013-14(Phase-II)	2846436.00	90 Days

The successful bidder will be expected to complete the works by the intended completion date specified above.

2. **Qualification of the bidder** : The bidder shall provide qualification information which shall include :-

- Total monetary value of construction works performed for each year of the last 3 years :
- Report on his financial standing.
- Details of any litigation, current or during the last 3 years in which the bidder is involved, the parties concerned and disputed amount in each case. If there is no such incidence then affidavit duly notarized in the prescribed format (Affidavit- Y)

3. To qualify for award of the contract the bidder:-

- Should have satisfactorily completed as a prime contractor at least one similar work of value not less than Rs. 11,39,000/- in the last three years;
- Should possess valid license for executing civil works (in the event of the works being sub - contracted, the sub-contractor should have the necessary license);

- (c) Should possess required valid license for executing the water supply/sanitary works (in the event of the works being sub-contracted, the sub-contractor should have the necessary license);

4. Bid Price

- a) The contract shall be for the whole works as described in the Bill of quantities, drawings and technical specifications. Corrections, if any, shall be made by crossing out, initialling, dating and re writing.
- b) All duties, taxes and other levies payable by the contractor under the contract shall be included in the total price.
- c) The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
- d) The rates should be quoted in Indian Rupees only.

5. Submission of Quotations

5.1 The bidder is advised to visit the site of works at his own expense and obtain all information that may be necessary for preparing the quotation (Contact Person : Dr. M. Pal, Mob no. 9331275582).

5.2 Each bidder shall submit only one quotation.

5.3 The quotation submitted by the bidder shall comprise the following :-

- (a) Quotation in the format given in Section B.
- (b) Signed Bill of Quantities; and
- (c) Qualification information form given in Section B duly completed.

5.4 The bidder shall seal the quotation in an envelope addressed to the Paschim Banga Go Sampad Bikash Sanstha, LB-2, Sector-III, Salt Lake City, Kolkata- 700 098. The envelope will also bear the following identification :-

- Quotation for _____ (Name of the Contract)
- Do not open before _____ (time and date of quotation opening).

5.5 Quotations must be received in the office of the Paschim Banga Go Sampad Bikash Sanstha, LB-2, Sector-III, Salt Lake City, Kolkata- 700 098 not later than the time and date given in the letter of invitation . If the specified date is declared a holiday, quotations shall be received upto the appointed time on the next working day.

5.6 Any quotation received by the Paschim Banga Go Sampad Bikash Sanstha after the deadline for submission of quotations will be rejected and returned unopened to the bidder.

6. Validity of Quotation

Quotation shall remain valid for a period not less than 45 days after the deadline date specified for submission.

7. Opening of Quotations

Quotations will be opened in the presence of bidders or their representatives who choose to attend on the date and time and at the place specified in the letter of invitation.

8. Information relating to evaluation of quotations and recommendations for the award of contract shall not be disclosed to bidders or any other persons not officially concerned with the process until the award to the successful bidder is announced.

9. Evaluation of Quotations

The Employer will evaluate and compare the quotations determined to be substantially responsive i.e. which

- (a) meet the qualification criteria specified in clause 3 above;
- (b) are properly signed ; and
- (c) conform to the terms and conditions, specifications and drawings without material deviations.

10. Award of contract

The Employer will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated quotation price and who meets the specified qualification criteria.

10.1 Notwithstanding the above, the Employer reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.

10.2 The bidder whose bid is accepted will be notified of the award of contract by the Employer prior to expiration of the quotation validity period.

11. Performance Security

Within 15 days of receiving letter of acceptance, the successful bidder shall deliver to the Paschim Banga Go Sampad Bikash Sanstha the performance

security (either a bank guarantee or a bank draft in favour of the Employer) for an amount equivalent of 3 % of the contract price. The Performance Security shall be valid till the expiry of the period of maintenance of the work, specified in clause 12.

12. Period of Maintenance :

The "Period of Maintenance" for the work is six months from the date of taking over possession or one full monsoon season whichever occurs later. During the period of maintenance, the contractor will be responsible for rectifying any defects in construction free of cost to the Employer.

- 13.** Purchase of all construction materials including cement and steel as per the specifications (ISI certification marked goods wherever available) shall be the responsibility of the contractor.

Dr.S. Bose

Chief Executive Officer

Paschim Banga Go Sampad Bikash Sanstha

Ph.No. ☎ (033) 2335-0715 Fax No. (033) 2335-0712

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SECTION - B

1. **Format for Qualification Information.**
2. **Format for Submission of Quotation.**
3. **Format of Letter of Acceptance.**



QUALIFICATION INFORMATION

1 For Individual Bidders

1.1 Principal place of business: _____

Power of attorney of signatory of Quotation.
[Attach copy]

1.2 Total value of Civil Engineering construction work performed in the last three years (in Rs. Lakhs)

2010-11	_____
2011-12	_____
2012-13	_____

1.3 Work performed as prime contractor (in the same name) on works of a similar nature over the last three years.

<u>Project Name</u>	<u>Name of Employer</u>	<u>Descrip-tion of work</u>	<u>Contract No.</u>	<u>Value of contract (Rs.Lakhs)</u>	<u>Date of issue of work order</u>	<u>Stipulate d period of comple-tion</u>	<u>Actual date of compl e-tion</u>	<u>Remarks explainin g reasons for delay and work complete d</u>

Existing commitments and on-going works:

<u>Description of Work</u>	<u>Place & State</u>	<u>Contract No. & Date</u>	<u>Value of Contract (Rs. Lakh)</u>	<u>Stipulated period of completion</u>	<u>Value of works* remaining to be completed (Rs. Lakhs)</u>	<u>Anticipated date of completion</u>
(1)	(2)	(3)	(4)	(5)	(6)	(7)

* Enclose a certificate from Engineer concerned.

1.4 Proposed subcontracts and firms involved.

Sections of the works	Value of Sub-contract	Sub-contractor (name & address)	Experience in similar work

1.5 Evidence of access to financial resources to meet the requirements of working capital : cash in hand, lines of credit, etc. List them below and attach copies of support documents.

1.6 Name, address, and telephone, telex, and fax numbers of the Bidders' bankers who may provide references if contacted by the Employer.

1.7 Information on litigation history in which the Bidder is involved.

Other party(ies)	Employer	Cause of dispute	Amount involved	Remarks showing present status

QUOTATION

Description of the Works : **Construction Of New Concrete Road For Connection with The Old Sheds Being Proposed To Use Dung, Hay And Fodder Etc. Collection During The Year 2013-14(Phase-II)**

To:

Subject : Construction of

Reference : Letter No.....dated.....from.....

Sir,

We offer to execute the Works described in your letter referred to above in accordance with the Conditions of Contract enclosed therewith at percentage above / below the estimated rates, i.e., for a total Contract Price of -

Rs.** _____ [in figures]

Rs. _____ [in words].

This quotation and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any quotation you receive.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

We hereby confirm that this quotation is valid for 45 days as required in Clause 6 of the Instructions to Bidders.

Yours faithfully,

Authorized Signature : _____ Date: _____

Name & Title of Signatory : _____

Name of Bidder : _____

Address : _____

* To be filled in by the Employer before issue of the Letter of Invitation.

** To be filled in by the Bidder, together with his particulars and date of submission at the bottom of this Form.

**LETTER OF ACCEPTANCE
CUM NOTICE TO PROCEED WITH THE WORK**

(LETTERHEAD OF THE EMPLOYER)

Dated : _____

To : _____ [Name and address of the Contractor]

Dear Sirs,

This is to notify you that your Quotation dated _____ for execution of the _____ for the contract price of Rupees _____ [amount in words and figures], is hereby accepted by us.

You are hereby requested to furnish performance security for an amount of Rs. _____ (equivalent to 3% of the contract price) within 15 days of the receipt of the letter. The Performance Security in the form of Bank guarantee or a Bank draft in favour of(Employer) shall be valid till the expiry of the period of maintenance i.e. upto _____. Failure to furnish the Performance Security will entail cancellation of the award of contract.

You are also requested to sign the agreement form and proceed with the work not later than _____ under the instructions of the Engineer, _____ and ensure its completion within the contract period.

With the issuance of this acceptance letter and your furnishing the Performance Security, contract for the above said work stands concluded.

Yours faithfully,

**Authorized Signature
Name and title of Signatory**

**Draft Agreement form for
Construction through National Shopping**

ARTICLES OF AGREEMENT

This deed of agreement is made in the form of agreement on _____ day _____ month _____ 199 __, between the _____ (Employer) or his authorized representative (hereinafter referred to as the first party) and _____ (Name of the Contractor), S/O _____ resident of _____ (hereinafter referred to as the second party), to execute the work of construction of _____ (hereinafter referred to as works) on the following terms and conditions.

2. Cost of the Contract

The total cost of the works (hereinafter referred to as the “total cost”) is Rs. _____ as reflected in Annexure - 1.

3.1 Payments under its contract:

Payments to the second party for the construction work will be released by the first party in the following manner :-

On reaching plinth level (first stage)	:	25% of the total cost
On reaching lintel level (second stage)	:	25% of the total cost
On reaching roof level (third stage)	:	20% of the total cost
Plastering and completion of whole work (fourth stage)	:	30% of the total cost

3.2 Payments at each stage will be made by the first party :

- (a) on the second party submitting an invoice for an equivalent amount ;
- (b) on certification of the invoice (except for the first installment) by the engineer nominated by the first party with respect to quality of works in the format in Annexure - 2; and
- (c) upon proper and justified utilization of at least 50 % of the previous installment and 100 % of any prior installment.

4. Notice by Contractor to Engineer

The second party, on the works reaching each stage of construction, issue a notice to the first party or the Engineer nominated by the first party (who is responsible for supervising the contractor, administering the contract, certifying the payments due to the contractor, issuing and valuing variations to the contract, awarding extensions of time etc.), to visit the site for certification of stage completion. Within 15 days of the receipt of such notice, the first party or the engineer nominated by it, will ensure issue of stage completion certificate after due verification.

5. Completion time

The works should be completed in 90 Days from the date of this Agreement. In exceptional circumstances, the time period stated in this clause may be extended in writing by mutual consent of both the parties.

6. If any of the compensation events mentioned below would prevent the work being completed by the intended completion date, the first party will decide on the intended completion date being extended by a suitable period :

- a) The first party does not give access to the site or a part thereof by the agreed period.
- b) The first party orders a delay or does not issue completed drawings, specifications or instructions for execution of the work on time.
- c) Ground conditions are substantially more adverse than could reasonably have been assumed before issue of letter of acceptance and from information provided to second party or from visual inspection of the site.
- d) Payments due to the second party are delayed without reason.
- e) Certification for stage completion of the work is delayed unreasonably.

7. Any willful delay on the part of the second party in completing the construction within the stipulated period will render him liable to pay liquidated damages. @ 0.05% of contract value per day which will be deducted from payments due to him. The first party may cancel the contract and take recourse to such other action as deemed appropriate once the total amount of liquidated damages exceeds 2 % of the contract amount.

8. Duties and responsibilities of the first party

8.1 The first party shall be responsible for providing regular and frequent supervision and guidance to the second party for carrying out the works as per

specifications. This will include written guidelines and regular site visit of the authorized personnel of the first party, for checking quality of material and construction to ensure that it is as per the norms.

- 8.2 The first party shall supply 3 sets of drawings, specifications and guidelines to the second party for the proposed works.
- 8.3 Possession of the site will be handed over to the second party within 10 days of signing of the agreement.
- 8.4 The Engineer or such other person as may be authorized by the first party shall hold meeting once in a month where the second party or his representative at site will submit the latest information including progress report and difficulties if any, in the execution of the work. The whole team may jointly inspect the site on a particular day to take stock of activities.
- 8.5 The Engineer shall record his observations/instructions at the time of his site visit in a site register maintained by the second party. The second party will carry out the instructions and promptly rectify any deviations pointed out by the engineer. If the deviations are not rectified, within the time specified in the Engineer's notice, the first party as well as the engineer nominated by it, may instruct stoppage or suspension of the construction. It shall thereupon be open to the first party or the engineer to have the deviations rectified at the cost of the second party.

9. Duties and responsibilities of the second party

- 9.1 The second party shall :
 - a) take up the works and arrange for its completion within the time period stipulated in clause 5;
 - b) employ suitable skilled persons to carry out the works ;
 - c) regularly supervise and monitor the progress of work ;
 - d) abide by the technical suggestions / direction of supervisory personnel including engineers etc. regarding building construction ;
 - e) be responsible for bringing any discrepancy to the notice of the representative of the first party and seek necessary clarification ;
 - f) ensure that the work is carried out in accordance with specifications, drawings and within the total of the contract amount without any cost escalation ;
 - g) keep the first party informed about the progress of work ;

- h) be responsible for all security and watch and ward arrangements at site till handing over of the building to the first party ; and
- i) maintain necessary insurance against loss of materials/cash, etc. or workman disability compensation claims of the personnel deployed on the works as well as third party claims.
- f) Pay all duties, taxes and other levies payable by construction agencies as per law under the contract (First party will effect deduction from running bills in respect of such taxes as may be imposed under the law).

10. Variations / Extra Items

The works shall be carried out by the second party in accordance with the approved drawings and specifications. However, if, on account of site conditions or any other factors, variations are considered necessary, the following procedure shall be followed:-

- a) The second party shall provide the Engineer with a quotation for carrying out the Variation when requested to do so by the Engineer. The Engineer shall assess the quotation, which shall be given within seven days of the request before the Variation is ordered.
- b) If the quotation given by the second party is unreasonable, the Engineer may order the Variation and make a change to the Contract Price which shall be based on Engineer's own forecast of the effects of the Variation on the Contractor's costs.
- c) The second party shall not be entitled to additional payment for costs which could have been avoided by giving early warning.

11. Securities

The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee.

12. Termination

- 12.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 12.2 Fundamental breaches of Contract include, but shall not be limited to the following:

- (a) the contractor stops work for 28 days and the stoppage has not been authorized by the Engineer;
- (b) the Contractor has become bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (c) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- (d) the Contractor does not maintain a security which is required;
- (e) If the Contractor, in the judgment of the Employer or the Bank, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Bank's sanctions procedures) in competing for or in performing the Contract.

12.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.

12.4 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

13. Payment upon Termination

13.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law.

13.2 If the Contract is terminated at the Employer's convenience, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of

Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

14. Dispute settlement

If over the works, any dispute arises between the two parties, relating to any aspects of this Agreement, the parties shall first attempt to settle the dispute through mutual and amicable consultation.

In the event of agreement not being reached, the matter will be referred for arbitration by a Sole Arbitrator not below the level of retired Superintending Engineer, PWD to be appointed by the first party. The Arbitration will be conducted in accordance with the Arbitration and Conciliation Act, 1996. The decision of the Arbitrator shall be final and binding on both the parties.

15. Inspections and Auditing

The Contractor shall permit, and shall cause its Sub-Contractors to permit, the Bank and/or persons or auditors appointed by the Bank to inspect and/or audit its accounts and records and other documents relating to the submission of the Quotation and performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the Bank (including without limitations determination of ineligibility) in accordance with prevailing Bank's sanctions procedures.

Assigned and delivered by the
Authority's Signature.
persons.

Witness:

- 1.
- 2.

Signed by Chief Executive Officer
Paschim Banga Gosampad Bikas Sanstha in

Witness:

- 1.
- 2.

Annexure I

BILL OF QUANTITIES

The approximate Bill of Quantities is indicated below to give an idea of the work which should be executed in accordance with the approved drawings and specifications to enable the bidder to furnish the lumpsum price. Bidders may, however, note that no variations in the lumpsum cost is acceptable (except where extra items are ordered by the Engineer).

Name of the work : Construction Of New Concrete Road For Connection with The Old Sheds Being Proposed To Use Dung, Hay And Fodder Etc. Collection During The Year 2013-14(Phase-II)

(All rates are based on P.W.D(W.B) Schedule 2013-2014)

Sl.	Description of Item	Quantity	Unit	Rate (Rs.)	Total Amount (Rs.)
1	Single Brick Flat Soling of picked jhama bricks including ramming and dressing bed to proper level and filling joints with local sand.	1600.00	Sq.m	340.00	544000.00
2	Ordinary Cement concrete (mix 1:1.5:3) with graded stone chips (20 mm nominal size) excluding shuttering and reinforcement if any, in ground floor as per relevant IS codes. (i) Pakur Variety	325.00	Cu.m	5959.09	1936704.25
3	Brick work with 1st class bricks in cement mortar (1:6) (a) In foundation and plinth	8.00	Cu.m	5248.95	41991.60
4	(A) Filling in foundation or plinth by silver sand in layers not exceeding 150 mm as directed and consolidating the same by thorough saturation with water, ramming complete including the cost of supply of sand. (payment to be made on measurement of finished quantity)	150.00	Cu.m	728.82	109323.00
5	Dismantling all types of masonry excepting cement concrete plain or reinforced, stacking serviceable materials at site and removing rubbish as directed within a lead of 75 m. (a) In ground floor including roof.	200.00	Cu.m	318.14	63628.00
6	Dismantling all types of plain cement concrete works, stacking serviceable materials at site and removing rubbish as directed within a lead of 75 m. In ground floor including roof. (a) upto 150 mm. thick	100.00	Cu.m	669.48	66948.00

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7	Taking out carefully G.C.I. or C.I. or asbestos sheets (including ridges etc.) from roof or wall after unscrewing bolts, nuts, screws etc. and stacking the material at site as directed. (Payment to be made on measurement of portion of roof or wall removed.)	350.00	Sq.m	25.59	8956.50
8	Cutting to requisite length or shape departmental R.S. joists, channels, angles, tees, plates etc. (Payment to be made on area of cut surface)	300.00	Sq.cm	5.60	1680.00
9	Labour for lowering and stacking after dismantling in parts R.S. joists, channels, angles, tees, plates etc. complete as directed. (a) From 1st floor level	130.00	Qnt.	127.36	16556.80
10	Bituminous filler of approved type in expansion joints of dummy joints including finishing the top surface as directed.	1.10	Cu.m	51498.18	56648.00
TOTAL Rs.					2,846,436.15
SAY Rs.					2,846,436.00

Gross Total Cost : Rs.

I/We agree to execute the works in accordance with the approved drawings and technical specifications at percentage above/below the estimated rates, i.e., for a total contract price of Rs.(amount in figures) (Rs. amount in words).

Signature of Contractor

Format of certificate

Certified that the works upto ----- level in respect of construction of ----- at ----- have been executed in accordance with the approved drawing and technical specifications.

(Official address)
Place :
Date :

Signature
Name & Designation

Office seal



Annexure-3

(To be furnished in Non – Judicial Stamp paper
of ₹10/- duly notarized)

I, the under-signed do certify that all the statements made in the attached documents are true and correct. In case of any information submitted proved to be false or concealed, the application may be rejected and no objection/claim will be raised by the under-signed.

The under-signed also hereby certifies that our firm M/S
..... had not been debarred to participate in tender by any State Government Department / Govt. undertaking/ Autonomous Body during the last 5 (five) years prior to the date of this N.I.T.

The under-signed would authorize and request any Bank, person, Firm or Corporation to furnish pertinent information as deemed necessary and/or as requested by the Department to verify this statement.

The under-signed understands 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 individual/ as a partner of a firm and I have not applied severally for the same job.

.....
Signed by an authorized officer of the firm.

.....
Title of the officer

.....
Name of the Firm with Seal

Date: _____