

.....OFFICE OF THE SIBSAGAR MUNICIPAL BOARD.....

.....SIVASAGAR.....

Website:-[www.municipalboardsivasagar.in](http://www.municipalboardsivasagar.in)

emailed:-[chairman\\_smb@yahoo.com](mailto:chairman_smb@yahoo.com)

Ref No.SMB/690/ 5301

Dated:- 01/11/2022

**DETAILED TENDER NOTICE**

Sealed tenders in TWO BID SYSTEM (i.e., Technical Bid & Price Bid in separate envelope) in the prescribed format for the work given below with a validity period of 180 days for affixing court fee stamp of Rs. 8.25 only from valid registered/empanelled contractor under APWD (Roads) is/are invited for the following works **under 15<sup>th</sup> FINANCE COMMISSION GRANT of 2020-21 (Untied) delayed 2<sup>nd</sup> installment** along with 2% earnest money for General (1% for ST/SC/OBC/MOBC) in the form of Demand Draft from any nationalized Bank duly pledge in favour of Executive Officer, Sivasagar Municipal Board, Sivasagar payable at Sivasagar and will be received upto 2:00 PM on **11/11/2022**. Tender paper Technical Bid will be opened at the same day at 3:00 PM in the office of the Sibsagar Municipal Board, at the Conference Hall, Sivasagar in presence of intending tenderers or their authorized representatives and Financial Bid will be opened for the bidders who qualified in Technical Bid. If the office happens to be closed on the date of tender, the tender will be received and opened at the same place and time on the next working day.

Sl. No.	Name of Work	Estimate Value in Lakh	Earnest Money 2%	Time of Completion	Cost of Tender Paper
1	Estimate for repairing of paver Road junction of Ward No-1 to 14 of Sibsagar Municipal Board.	Rs. 6,20,200.00	Rs. 12,500.00	30 Days	Rs. 2000.00

The tender paper will be issued in the office of the Sibsagar Municipal Board, Sivasagar during the working period of **01/11/2022 to 10/11/2022** upto 3:00 PM on payment of cost of tender paper in cash (which is non-refundable) in TAX Branch of the office and receipt of the same has to be enclosed with tender paper.

**N.B:-** The bidders have to submit the Earnest money as shown above along with the technical bid documents. The undersigned reserves the right to accept or reject the tender or all tenders without assigning any reason thereof.

**Note: -**

- No work will be awarded to the contractors who have not completed work allotted under any scheme of the Board previously to them within stipulated time and preference will be given to those having satisfactory performance record.
- Bidder must submit the bid documents (Self Attested) in sealed cover envelope indicating the name and address of the bidder along with the tender **and name of work for which tender is submitted** in both envelopes (i.e., for Technical Bid / Financial Bid).
- The deposit of earnest money should be in the form of Demand Draft/Term Deposit in favor of the Executive Officer Sibsagar Municipal Board and must be submitted along with technical bid.
- All units and rates in the tender must be expressed in both figure and words together with signature in every page of the tender and in correction, if any in the tender.
- Firm Submitting tender should enclose a copy of the firm Registration. A copy of certificate to the power of attorney for operation of full name and certificate of the partners and firm should be registered under APWD Roads.
- Required taxes and CESS as applicable will be deducted from the final bill.
- The Technical persons of respective firms/contractors as shown in the Tender paper must be present during execution of work.

**Clauses:-**

- The contractor will have to submit Earnest money @ 2% of the tender value (1% for SC/ST/OBC and MOBC Tenders).

3. Tenderers are to visit the site of work prior to submission of tender to avoid any complicity in future.
4. No interim payment will be made to the contractor. Only 1<sup>st</sup> & final bill will be accepted after completion of the work upto bid Value 15.00 Lakhs. Security Deposit of the work will be deducted from the bill and will be refunded after expiry of Defect Liability Period (1 year) from the date of completion of the work.
5. No extension of the time will be allowed in any case if contractor does not apply for the same before 15 days of specified time for the completion of the work.
6. Rates should be quoted in both words and figures. Initial of the contractor on the over writings must be endorsed otherwise his tender will be treated as cancelled.
7. Contractors are to quote their registration No. for current year with full address without which no tender will be considered.
8. Payment for the work will be made subject to the availability of the fund under the concerned head of account and after completion of work.
9. **IF THE RATE QUOTED BY THE CONTRACTOR FALLS MORE THAN 5 % (FIVE PERCENT) BELOW THE ESTIMATED PROVISION, THEN TENDER WILL NOT BE ACCEPTED.**

#### **ADDITIONAL CLAUSES:**

1. Time allowed for signing of Formal Tender agreement after issue of Preliminary Work Order 3 (Three) days (Maximum).
2. **Contractors have to submit photograph (three copies) in different steps of work before, during and after completion of the work at his own cost for submission of demand for requirement of fund/ bill payment in A4 size paper.**
3. If the allotment authority desires, the work may be divided into groups / sub-groups.
4. The defaulting contractors who have failed to complete work under this Deptt. In due time or any other will be debarred from allotment of these works.
5. Firm Registration Certificate.
6. Previous work experience of similar works on last three years.
7. GST Registration Certificate and labour license to be submitted.
8. Power of Attorney in the name of the signatory of bid in case of firm / company.
9. Validity of Earnest Money Deposit for 03 (Three) months from date opening of the bid.
10. Income Tax Return for the last 2 years along with copy of Pan Card.
11. Sign Board / Name Plate is to be of standard size 90 cm X 60 cm M.S. plate of 3mm thickness, well painted/letter writing of height 1.20 M above ground on 2 nos. 40x40x5 MS angles.
12. Caste Certificate from Competent Authority.
13. Signature on all pages of Tender Document.
14. Any correction should be signed with date.
15. **Details of Technical drawing for the work may be seen in the office during the office hours.**
16. **The CONTRACTORS must deal with the office in personal, no representative will be allowed to work or deal with the office on behalf of the contractor in any circumstances.**
17. **The Authority is not bound to accept the lowest bid price quoted.**
18. **Contractor cannot sublet the work to any one and if subletting is established than work order will be cancelled at his own risk without assigning any reason.**
19. **Contractor has to submit details of tools and plants available in affidavit form with registration certificate etc.**

The following clauses will be applicable for the selected contractors for delay in execution of the work:-

#### **Liquidity Damage**

1. On failure to complete the work within the stipulated time, as mentioned in the agreement, liquidity damage will be imposed as follows.
  - (A) Amount of liquidated damages for whole of work 1% (one percent) of the delay on completion works. Initial contract price, rounded off to the nearest thousand, per week.
  - (B) Maximum limit of liquidated damages 10 % (Ten percent) of the initial contract for delay in completion of work. Price rounded off to the nearest thousand.

#### **Clauses of termination**

1. The Chairman/Chairperson/Executive Officer may terminate the contract if the contractor

Fundamental breaches of contract shall include, but shall not be limited to, the following.

2. The contractor stops work for 28 days when no stoppage of work is shown on the current programme and stoppage has been authorized by the Executive Officer.
3. The Executive Officer 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 Chairperson / Ex. Officer.
4. The contractor has delayed the completion of the works by the No. of days for which the maximum amount of Liquidated Damages can be paid, as defined in clause 2 (B) above.
5. If the contractor has not completed at least 30% of the value of construction work required to be completed after half of the completion period has elapsed.
6. If the contractor fails to deploy machinery and equipment or personnel as specified in the contract data at the appropriate time.

Memo No.:- S.M.B/690/5302 - 5313

Copy to:-

1. The Chairperson, Sivasagar Municipal Board, for information.
2. The Vice Chairman, Sivasagar Municipal Board, for information.
3. The District Development Commissioner (DDC), Sivasagar for favour of kind information.
4. The District Informatics Officer (DIO), National Informatics Centre (NIC), Sivasagar. He is requested to upload the tender notice in the district website.
5. The Executive Engineer, P.W.D, Rural (Road), Sivasagar for information and necessary action.
6. The Executive Engineer (Bldg.) P.W.D Sivasagar for information and necessary action.
7. The Finance & Accounts Officer, Deputy Commissioner's Office, Sivasagar for information.
8. The Deputy Director, T&C, Sivasagar for information and necessary action.
9. The DIPRO, Sivasagar for wide publication of the short notice.
10. All Members, Sivasagar Municipal Board, for information.
11. CA to DC for kind appraisal of the Deputy Commissioner, Sivasagar
12. Notice Board of the Municipal Board.

*SSG*  
Executive Officer Executive Officer  
Sivasagar Municipal Board Sivasagar Municipal Board  
Dated: - 01/11/2022

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