

Pingla Development Block

NOTICE INVITING E- TENDER NO. BDO/PINGLA/e-NIT /SSM/17(1-3) /2021-22

GOVERNMENT OF WEST BENGAL
OFFICE OF THE BLOCK DEVELOPMENT OFFICER,
PINGLA DEVELOPMENT BLOCK,
P.O. PINGLA; DIST. PASCHIM MEDINIPUR.

E-mail :- pinglablock@gmail.com



03222-238542

Memo No: 4253 /Pingla

Dated: 15.11.2021

NOTICE INVITING E- TENDER NO. BDO/PINGLA/e-NIT /SSM/17(1-3) /2021-22

The Block Development Officer, Pingla Development Block of West Bengal, invites separate e-tender for the works detailed in the Table-I sanctioned under RIDF-XXVII by the Paschim Banga Samagra Shiksha Mission, Government of West Bengal from the bonafide, eligible and experienced contractor/ Firm/ Agency having sufficient credential and financial capability for execution of works of similar nature.

Table -I

Sl No	Name of the work
1	Construction of Dining Hall of Jalchak Nateswari Netaji Vidyayatan (H.S.) School (UDISE code 19201212202)
2	Construction of Dining Hall of Jalchak Balika Vidyalaya (H.S.) School (UDISE code 19201212203)
3	Construction of Dining Hall of Ujan Haripada High School (H.S.) U. Pry. (UDISE code 19201202402)

Table -I (A)

Sl. No.	Name of Works	Source of Fund	Tendered amount	Earnest money (in Rs)	Time of completion	Price per set of other document (Rs.)
A	B	C	D	E	F	G
1.	Construction of Dining Hall Listed in Sl No. 1 to Sl No. 3 in Table-I	RIDF-XXVII	6,10,800.00 per unit	12216.00 per unit	60 (Sixty) days from the date of issue of work order. per unit of Dining Hall	1000.00 per unit of Dining Hall

1. In the event of e-filing, intending bidder will download the tender documents from the website: <http://wbtenders.gov.in> directly with the help of Digital Signature Certificate and earnest money will be remitted by net banking (any listed bank) through ICICI Bank payment gateway or through RTGS/NEFT.
2. **Technical bid and Financial Bid are to be submitted duly digitally signed in the website <http://wbtenders.gov.in>**
3. The Technical document and Financial Bid shall have to be submitted online.
4. **Eligibility criteria for participation in the tender :-**

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(i)(a) Bonafide, eligible and resourceful Contractor having experience in same nature of work.

(b) Subletting of contract is strictly prohibited.

(ii) (a) The intending tenderer shall have satisfactorily completed during last 5 (five) years prior to the date of issue of this NIT under State/Central Government, State/Central Government undertaking / Statutory Bodies constituted under the statute of the Central/State Government 1(one) similar nature of work having minimum value of 40 percent of the tender amount; or

(b) The intending tenderer shall have satisfactorily completed during last 5 (five) years prior to the date of issue of this NIT under State/Central Government, State/Central Government undertaking / Statutory Bodies constituted under the statute of the Central/State Government 2 (two) similar nature of works each of the minimum value of 30% of the tender amount; or

(c) Intending tenderers should produce credentials of one single running work of similar nature of work which has been completed to the extent of 80% or more and value of such extended part is not less than the desired value as at (ii)(a) above.

Provided that the credential for the above purpose will be in the form of completion or progress certificate issued by a competent authority of a State/Central Government, State/Central Government undertaking / Statutory Bodies constituted under the statute of the Central/State Government. **No payment certificate will be entertained as credential certificate.**

(d) The eligibility period i.e. 5 years to be counted from the date of issue of work order which is being acclaimed as credential, to the date of NIT.

(e) The Credential Certificate should be uploaded along with work order and BOQ / Schedule of works in support of his acclaimed credential.

(iii) The prospective bidders shall have submit valid up to date

1. ANNEXURE-I (Prayer for Participation in the Tender as per Format enclosed in Letterhead)	2. TECHNICAL BID FORMAT (Form IA-General Information about the Organization)	03. DECLARATION in Non-Judicial Stamp Paper of Rs. 50.00 in the FORMAT prescribed in Para 58 under heading "INSTRUCTIONS TO BIDDERS" of this NIT
4. Valid Trade license for the year 2021-2022	5. Income Tax Return / Income Tax Acknowledgement Receipt for last three Assessment	6. Professional Tax Certificate for the year 2021-2022 / Professional Tax Deposit Receipt /

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	Years from 2020-2021	Challan for the year 2021-2022
7. PAN Card	8. Aadhar Card / Voter Card	9. GST Registration Certificate
10. Requisite Credential Certificate as prescribed elsewhere in this NIT. <i>(No credential will be considered as valid unless it is supported by payment certificate, work order, price schedule or BOQ of work and completion certificate/work progress certificate, mentioning the date of completion and the certificate should indicate the value of the work (equal to booked expenditure).</i>		11. Registration Certificate under Company Act., where applicable and Email ID.
12. Registered Deed of partnership Firm/Article of Association & Memorandum, where applicable.		13. Registered Power of Attorney (for Partnership Firm/Private Limited Company), where applicable.
14. Registered unemployed Engineers' Co-operative Society / Registered Labour Co-operative Society are required to submit valid Bye Law, Document in support of their area of operation, Audit Report for last three consecutive years from 2020-21, Clearance Certificate for the current year from concerned A.R.C.S. and details of their authorized person to sign on tender documents along with Technical Bid Papers mentioning full address of such authorized person.		

5. Firms Ineligible to Tender:

- i) A retired officer of the Govt. of West Bengal (including Statutory Bodies) or Govt. of India (including Statutory Bodies) executing works is disqualified from tendering for a period of two years from the date of retirement without the prior permission of the Government.
- ii) The Tenderer who has employed any retired officer as mentioned above shall be considered as an ineligible tenderer.
- iii) The contractor himself or any of his employees is found to be Gazetted Officer who retired from Government Service (including Statutory Bodies) and had not obtained permission from the Government or appropriate authority for accepting the contractor's employment within a period of 2 years from the date of his retirement.
- iv) The Contractor or any of his employees is found at any time after award of contract, to be such a person who had not obtained the permission of the Government or appropriate authority as aforesaid before submission of the tender or engagement in the Contractor's service.
- v) Contractor shall not be eligible to tender for works in the office of the Tender Inviting Authority where any of his near relatives are employed in the rank of Junior Engineer and above. The Contractor shall intimate the names of persons who are working with him in any capacity or are subsequently employed. He shall also furnish a

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list of Gazetted /Non-Gazetted, State Government Employees related to him. Failure to furnish such information tenderer is liable to be removed from the list of approved contractors and his contract is liable for cancellation.

6. Other terms and conditions:

(i) The rates quoted shall be inclusive of all taxes, duties and other charges as applicable.

(ii) The intending tenderers are required to quote the rate online only. No. offline tender will be accepted.

(iii) The intending tenderers are required to quote the rate in figures as well as in words as percentage above/below than or at par with the Estimate.

(iv) Incomplete / conditional bid or bid with price variation clause will be rejected. The rate quoted shall remain fixed throughout the period of contract.

(v) (a) Registered unemployed Engineers' Co-operative Society / Registered Labour Co-operative Society are required to submit digitally signed photocopies of valid Bye Law, Document in support of their area of operation, Audit Report for last three consecutive years from 2020-21, Clearance Certificate for the current year from concerned A.R.C.S. and details of their authorized person to sign on tender documents along with Technical Bid Papers mentioning full address of such authorized person..

(b) Intending tenderers are required to submit digitally signed photocopy of valid partnership deed /Article of Association & Memorandum (in case of partnership firm).

(c) Intending tenderers are required to submit digitally signed photocopy of Registration Certificate under Company Act. (in case of a company).

7. Joint Ventures will not be allowed.

8. The Agency shall have to arrange land for erection of Plant & Machineries, storing of materials, Labour Shed, any incidental charge including transportation etc. at his own cost and responsibility.

9. No mobilization advance and secured advance will be allowed.

10. Deduction of Income Tax from Contractor's Bill will be made as per Govt. rules.

11. Labour Welfare Cess @ 1% (One percent) on the cost of the works(including GST) will be deducted from every bill of the selected agency. GSTIN, Royalty and all other statutory leavy / cess will have to be borne by the agency as per Govt. Rules.

12. Any other statutory deduction as will be required as per provision of law will be made from Bill of agency as per Govt. rules.

13. The FINANCIAL OFFER of the prospective tenderer will be considered only if the TECHNICAL Document of the tenderer found qualified by the tender inviting authority. The decision of the tender inviting authority will be final and absolute in this respect.

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14. Running payment for the work may be made to the executing agency as per availability of fund. The executing agency may not get a running payment unless the gross amount of running bill is at least 60% of the tendered amount.

15. Bids shall be remain valid for a period of not less than 120 (One Hundred Twenty) days after the dead line date for Financial Bid Submission. If the bidder withdraws the bid during the validity period of bid, the earnest money as deposited will be forfeited forthwith without assigning any reason thereof.

During the above-mentioned period, no plea by the tenderer for any sort of modification of the tender based upon or arising out of any alleged misunderstanding of misconceptions or mistake or for any reason will be entertained.

16. Security Deposit:-

In respect of successful Tenderer, the Earnest Money on acceptance of Tender shall be converted as a part of the Security Deposit. The successful Tenderer who deposited Earnest Money @ 2% of the amount put to the Tender, balance of necessary 10% (Ten percent) Security Deposit shall be realized by recovering from the progressive bill @ 8 % (Eight percent) of the amount of each such bill.

In all cases the amount of recovery of the Final Bill will be so adjusted as to make the total amount of Security Deposit equivalent to 10 % (Ten percent) to the value of work so executed.

17. Additional Performance Security Deposits :

The Additional Performance Security @ 3% of the tendered amount or as will be declared by the Govt. from time to time shall be obtained from the successful bidder if the accepted bid value is 80% or less of the Estimate put to tender.

The Additional Performance Security shall be submitted in the form of Bank Guarantee from any Scheduled Bank before issuance of the Work Order. If the bidder fails to submit the Additional Performance Security within seven working days from the date of issuance of Letter of Acceptance, his Earnest Money will be forfeited and other necessary actions as per NIT like blacklisting of the contractor will be taken. The Bank Guarantee shall have to be valid up to end of the Contract Period and shall be renewed accordingly, if required.

The Bank Guarantee shall be returned immediately on successful completion of the Contract. If the bidder fails to complete the work successfully, the Additional Performance Security shall be forfeited at any time during the pendency of the contract period after serving proper notice to the contractor. Necessary provisions regarding deduction of security deposit from the progressive bills of the contractor as per relevant

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clauses of the contract shall in no way be altered/ affected by provision of this Additional Performance Security.

18. (A) Important Information :- (Date & Time schedule)

Sl. No.	Particulars	Date & Time
1.	Date of uploading of N.I.T Documents online (Publishing Date)	16.11.2021 at 10:00 hrs.
2.	Documents download start date (Online)	16.11.2021 from 10:30 hrs onwards
3.	Documents download end date (Online)	03.12.2021 upto 17.30 hrs.
4.	Bid submission start date (Online)	16.11.2021 at 10:30 hrs onwards
5.	Meeting with the Bidders at the Office of the undersigned.	24.11.2021 at 14.00 hrs.
6.	Bid submission closing date (Online)	03.12.2021 At 17.30 hrs.
7.	Bid opening date for Technical Proposals (Online)	06.12.2021 At 11.00 hrs. onwards
8.	Date of evaluation of Technical Bid (Online)	06.12.2021 At 11.00 hrs. onwards
9.	Date of publication of list of qualified bidders	07.12.2021 At 11.00 hrs. onwards
9.	Bid opening date for financial proposals (Online)	09.12.2021 At 13.00 hrs. onwards
10.	Date of evaluation of financial bid (Online)	09.12.2021 At 14.00 hrs. onwards

NB: Technical proposals will be opened by the Tender Inviting Authority or his authorized representative electronically from the web site stated using their Digital Signature Certificate.

B. Location of Evaluation of Tender Bids :- Office Chamber of the Block Development Officer, Pingla Development. Block. P.O. Pingla, District: Paschim Medinipur, Pin-721140.

C. If the office remains closed in any unavoidable circumstance the next working date will come into force without change of the time schedule as mentioned above in respect of opening and evaluation of Technical and Financial Bids.

D. Intending tenderers may remain present at the time of opening of Technical Bid and Financial Bid , if they so desire.

19. Earnest Money:- An earnest money amounting to 2% (Two percent) of the tendered value of work for which tender has been called for, shall have to be deposited by all intending tenderers.

As per G.O. No. 3975-F(Y), dated 28.07.2016 of the Secretary, Audit Branch, Finance Department, Govt. of West Bengal a bidder should initiate payment of pre-defined EMD for the 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 Gateway.
- ii). RTGS/NEFT in case of offline payment through bank account in any Bank.

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- 20. Refund of EMD:** The Earnest Money of all the unsuccessful bidders will be refunded through online process after uploading of AOC (Award of Contract) as per G.O. No. 3975-F(Y), dated 28.07.2016 of the Secretary, Audit Branch, Finance Department, Govt. of West Bengal.
- 21.** Incomplete / conditional bid or bid with price variation clause will be rejected. The rate quoted shall remain fixed throughout the period of contract.
- 22.** The Bidder, at his own responsibility and risk will visit and examine the site of works and its surrounding and obtain all information that may be necessary for preparing the Bid and entering into a contract for the work as mentioned in the notice inviting tender, before submitting offer with full satisfaction. The cost of visiting the site shall be at his own expense.
- 23. (A)** The intending Bidders shall clearly understand that whatever may be the outcome of the present invitation of the Bids, no cost of Bidding shall be reimbursed by the undersigned.
- (B)** The tender inviting authority reserves the right to reject / cancel any or all the tender(s) without assigning any reason whatsoever and he will not be bound to accept and liable for any cost that might have incurred by any Bidder at the stage of Bidding.
- (C)** The tender inviting authority reserves the right to issue any corrigendum to the NIT or cancel the NIT due to unavoidable circumstances and no claim in this respect will be entertained.
- 24. The applicants are advised to note carefully the minimum qualification criteria as mentioned under Para 4 of this NIT before tendering the bids.**
- 25.** Contractor / Bidder shall have to comply with the provision of (a) The Contract Labour (Regulation Abolition) Act. 1970 (b) Apprentice Act 1961 and (c) Minimum Wages Act 1948 with the modification thereof or any other laws relating thereto and the rules made and order issued there under from time to time.
- 26.** If there is any violation of any Act as mentioned above during execution of the job, it will render the concerned agencies ineligible for the work then and there or at any subsequent stage or as may be found convenient.
- 27.** During the scrutiny, if it comes to the notice to the tender inviting authority that the credential(s) and/or any other paper(s) of any bidder found incorrect/manufactured/fabricated, that bidder will not be allowed to participate in the tender process and that application will be outright rejected.
- 28.** If any tenderer withdraws his/her offer while offers are under consideration during the validity period without giving any satisfactory explanation for such withdrawals either

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he/she shall be disqualified for submitting tender to this office for a maximum period of 3(three) years and/or his/her Earnest Money will be forfeited.

29. Before issuance of the **WORK ORDER**, the tender inviting authority may verify the credential(s) and/or other document(s) of the lowest tenderer, if found necessary. After verification, if it is found that the document(s) submitted by the lowest tenderer is/are either manufactured or false, the work order will not be issued in favour of the said Tenderer.
30. **The work order will depend on the availability of Land for the scheme. Intending tenderers may consider this criterion while submission of tender.**
31. **In case, if there be any objection regarding non qualifying in technical bids the agency(s) should lodged complaint to the Tender Inviting Authority within 48 (Forty Eight) hours from the date & time of publication of list of qualified agency and beyond that time schedule no objection will be entertained by the Tender Inviting Authority. If that timeline closes on Govt. holiday, the same will be extended to next working day.**
32. No material will be issued to the contractor from the end of tender accepting authority/ the office of the undersigned.
33. The work shall be carried according to the description of the Item(s) in the Bill of quantities.
34. The tendered contract amount as computed based on overall tender percentage is subject to variation during the performance of the Contract in accordance with variation in quantities etc.
35. The work should be completed within the prescribed time limit. No extension of time will be allowed except for unavoidable circumstances.
36. **Submission of Tender (Technical & Financial Bid) shall be treated as acceptance of all terms and condition of this tender by the tenderer.**
37. **The successful tenderer shall have to install a permanent board of metal specifying scheme details as per specification as will be provided by the Engineer-in-charge.**
38. **Photographs of worksite (mentioning Lat-Long) before execution, during execution and after completion of work (Two copies for all phases) must be submitted with the final bill and/or when it will be asked for.**
39. If any discrepancy arises between two similar clauses on different notification(s), the clause as stated in later notification will supersede the former one in the following sequences:
 - (i) NIT

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(ii) Form No. 2911 (ii)

- 40.** There will be a “**Defect Liability Period**” of **time as per Notification** No. 5784-PW/L&A/2M-175/2017 Dated: 12.09.2017 (copy attached) and the security deposit will be released on successful completion of that period accordingly. Prospective bidders will have to execute the work in such manner so that, appropriate service level for the (i) stipulated stretch(s) / length of road, (ii) Bridge & approaches or (iii) Building, whatever the case may be under improvement in this NIT, is maintained during stipulated contractual period till completion and the period of **time as per Notification** No. 5784-PW/L&A/2M-175/2017 Dated: 12.09.2017 from the date of successful completion of the work to the entire satisfaction of the Engineer-In-Charge if any defect / damages is found during the period as mentioned above, the contractor will make the same good at his own expenses up to the specification at par with the instant project work or on default, the Engineer-In-Charge may cause the same to be made good by other agency and deduct the expenses (of which the certificate of the Engineer-In-Charge shall be final) from any sums that may be due, or at any time thereafter become due to the contractor or from his security deposit, or the proceeds of the sale thereof, or of sufficient portion thereof.
- 41.** In case of inadvertent typographical mistake found in the specific price schedule of rates, the same will be treated to be corrected as to conform with the prevailing relevant schedule of rates of PWD (W.B.) and/or sanctioned estimate.
- 42.** Guiding schedule of rates:- For Building works and Sanitary & Plumbing and Road & Bridge works : Schedule of rates of PWD, W.B. effective from 01.11.2017 and subsequent corrigenda & addenda of the respective District.
- 43.** Clause-25 of the conditions of contract of the West Bengal Form No. 2911/2911(ii) may be treated to be omitted and there is no provision for arbitration for resolution of disputes that may arise out of the contracts to be entered into by the Department with the contractors for the purpose of carrying out execution of public works as per gazette notification no. 558/SPW dated 13-12-2011 of P.W.D.
- 44. Access to the Site:**
The Contractor shall provide the Engineer-In-Charge and any person authorized by the Engineer-In-Charge or the Tender Inviting Authority, access to the site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.
- 45.** Issuance of work order as well as payment will depend on availability of fund and no claim whatsoever will be entertained for delay of issuance of work order as well as payment.

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46. The contractor shall not be entitled for any compensation for any loss suffered by him/her due to delay arising out for modification of the work, due to non-delivery of the possession of site and / or modification of drawings and design.
47. Prevailing safety norms has to be followed by the successful Tenderer so that LTI (Loss of time due to injury) is zero.
48. Power of Attorney holders are not allowed to sign Tender documents under otherwise approved by Government.
49. The eligibility of the tenderer will be ascertained on the basis of the documents submitted by a Tenderer in support of eligibility criteria. If any document submitted by a Tenderer is incorrect / manufactured / fabricated or false, his Tender will be out rightly rejected at any stage and legal action will be taken against him.
50. The tender inviting authority at his discretion may relax minor shortfall (if any) of the Qualification Criteria / technical document(s) of the participants for the interest of Government works and no challenge against such decision will be entertained.

INSTRUCTION TO BIDDERS

SECTION-A

1. *General guidelines for e-Tendering*

Instructions / Guidelines for prospective tenderers for electronic submission of the tenders online may be obtained from the site <http://wbtenders.gov.in> to participate in e-Tendering process.

2. *Registration of Contractor*

Any contractor/ Firm/ Agency willing to take part in the process of e-Tendering will have to be enrolled & registered with the Govt. e-Procurement system, through logging on to <http://wbtenders.gov.in> the contractor is to click on the link for e-Tendering as given on the web portal.

3. *Digital Signature Certificate (DSC)*

Each contractor/ Firm/ Agency is required to obtain a class-II or class-III Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Informatics Center (NIC) on payment of requisite amount details are available at the Web Site stated in Clause-2 above.

The contractor/ Firm/ Agency can search and download NIT & Tender Documents electronically from computer once he logs on to the website mentioned in Clause-2 using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

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4. Participation in more than one work

A prospective bidder shall be allowed to participate in the work either in the capacity of individual or as a partner of a firm etc. If found to have applied severally in a single work, all the applications will be rejected for that work.

5. Submission of Tenders(General process of submission)

Tenders are to be submitted through online to the website stated in Clause-2 in two folders at a time for each work, one in Technical proposal & the other in 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).

A. Technical Proposal

A.1. Statutory Cover containing the following documents:

- i) NIT with all agenda and BOQ
- ii) Receipt of EMD as prescribed in the NIT.

A.2. Non-statutory Cover containing the following documents:

- i) ANNEXURE-I (**Prayer for Participation in the Tender as per Format enclosed in Letterhead**).
- ii) TECHNICAL BID FORMAT (ANNEXURE-1A- General Information about the organization).
- iii) DECLARATION in Non-Judicial Stamp Paper of Rs. 50.00 in the FORMAT prescribed in Para 58 under heading “ OTHER TERMS AND CONDITIONS” of this NIT
- iv) Valid Trade license for the year 2021-2022.
- v) Income Tax Return / Income Tax Acknowledgement Receipt for last three Assessment Years from 2020-2021
- vi) Professional Tax Certificate for the year 2021-2022/ Professional Tax deposit receipt / challan for the year 2021-2022.
- vii) Pan Card.
- viii) Adhar Card / Voter Card
- ix) GST Registration Certificate.
- x) Requisite Credential Certificate as prescribed elsewhere in this NIT.(No credential will be considered as valid unless it is supported by payment certificate, work order, price schedule or BOQ of work and completion certificate / work progress certificate, mentioning the date of completion and certificate should indicate the value of the work (equal to booked expenditure).
- xii) Registration Certificate under Company Act, where applicable.

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- xiii) Registered Deed of partnership Firm/Article of Association & Memorandum, where applicable.
- xiv) Registered Power of Attorney (for Partnership Firm/Private Limited Company), where applicable.
- xv) Registered unemployed Engineers' Co-operative Society / Registered Labour Co-operative Society are required to submit valid Bye Laws, Document in support of their area of operation, Audit Report for last three consecutive years from 2020-21, Clearance Certificate for the current year from concerned A.R.C.S. and details of their authorized person to sign on tender documents along with Technical Bid Papers mentioning full address of such authorized person.

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

B. 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 (Offering above / Below / At par) online through Computer in the space marked for quoting rate in the BOQ.
- ii) Only download copies of the above documents are to be uploaded virus scanned and Digitally Signed by the bidder.

6. Amendment to Tender Documents :

Before the last date for submission of Tenders, the Tender Inviting Authority may modify any of the Contents of the Tender Notice, Tender documents by issuing amendment / Addendum.

Any addendum/amendments issued by the Tender Inviting Authority shall be part of the Tender Document and it shall be notified in the News Papers in which NIT was published and shall be displayed in the Office Notice Board of the Tender Inviting Authority.

To give prospective Tenderers reasonable time to take an addendum into account in preparing their tenders, the Tender Inviting Authority may extend if necessary, the last date for submission of tenders.

7. Penalty for suppression / distortion of facts

Submission of false document by tenderer is strictly prohibited and if found, action may be taken as per provisions of relevant law or forfeiture of earnest money or both.

8. Penal Measure

The successful agency/bidder selected for executing the public work shall be penalized for :-

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- (i) False declaration / forgery/ falsification of records submitted or failure to execute committed contract or failure to perform contractual obligations in full and thereby resulting in delay or execution of faulty works as per provision of relevant law or order / circular issued by the Govt. in this regard.
A person / Entity who / which has already been suspended / debarred or has any suspended / debarred member(s) / partner(s) / person / entity is not allowed to participate in this bid till revocation of the same.
- (ii) Refusal to accept an award after issuance of “letter of Acceptance” or enter into contract with the undersigned without justifiable cause.
- (iii) Failure of the contactor, due solely to his fault or negligence, to mobilize and start work or performance within the specified period as mentioned in the “Letter of Acceptance”, “Letter of Acceptance cum work order”, “Work Order”, “Notice to Proceed”, “Award of Contract” etc.

9. Rejection of Bid

- (i) The tender accepting authority reserves the right to accept or reject any Bid and to cancel the Bidding process and reject all Bid at any time prior to Award of contract (Final acceptance after completion of agreement) 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 tender accepting authority’s action.
- (ii) Bidders may be asked to submit rate analysis where the quoted rates either too high or lower than the estimated cost or if the tender accepting authority deem fit. Such bids may be considered as null and void if there is reason to believe that the bidders have formed a cartel and rates have been manipulated, unreasonable or unbalanced.

10. Award of contract

After issuance of letter of acceptance to the successful bidder, the bidder have to enter into Agreement with the tender accepting authority in NJ Stamp Paper of worth Rs. 10/- or in prescribed Format as will be mentioned in the letter of acceptance after filling up properly within stipulated period to be mentioned in such letter and award of contract will be issued accordingly, failing which the tender shall stand liable for termination with forfeiture of Earnest money.

- 11.** The successful tenderer has to sign an agreement within a period of 15 days from the date of receipt of communication of acceptance of his tender. On failure to do so his tender will be cancelled duly forfeiting the E.M.D., paid by him without issuing any further notice and action will be initiated for black listing the tenderer.

OTHER TERMS AND CONDITIONS

12. General: Departmental Schedule-

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All the works are to be done as per General Conditions and General Specification in the Departmental Schedule as applicable means the Public Works Department Schedule of Rates for Building Works (Volume-I), Sanitary & Plumbing Work (Volume-II), Road & Bridge Works (Volume-III) and Electrical Works, **(with subsequent Addenda & Corrigenda)** rate on which the priced schedule of rates is prepared as mentioned in abridged N.I.T. For item of work not appearing in the said 'Departmental Schedule' the schedule of rates for buildings works, Road works including supply and carriage works of P.W.D. Circle enforce as stated earlier for the working area will be taken as the 'Departmental Schedule'.

13. Terms & Conditions in order of precedence:

If the stipulations of the various contract documents be at variance in any respect one will over-ride the other (only) in so far as those at variance, in the order of precedence is given below:

- a) Specific Priced Schedule of Probable items with approximate quantities.
- b) Special specifications (if any).
- c) Special Terms & Conditions,
- d) Notice Inviting Tender, (abridged).
- e) The 'Departmental Schedule' as defined in clause 12 above.

14. Engineer-in charge & Completion of works:

The word 'Engineer-In-Charge means the Engineer as will be deployed in due course. The word 'Department' appearing anywhere in the tender documents mean Tender Inviting Authority. The word 'approved' appearing anywhere in the documents means approved by the Engineer-In-Charge with the permission of Tender Inviting Authority. The work shall have to be taken up within seven days of the receipt of the work order and complete in all respect with in the specified time of completion as mentioned in the Notice Inviting Tender. Failure to do so will constitute a violation of the contract stipulation as regards proportionate progress and timely completion of work and the contractor will thereby make him liable to pay compensation or other penal action as per stipulation of the printed tender form.

15. Conditions in extended period.

As per clause 4 of W.B.Form. 2908 or clause 5 of W.B.Form 2911 or 2911(i) or 2911(ii) as the case may be when an extension of time for completion of work is authorized by the Engineer-In-Charge, against proper reasoning by the working contractor it will be taken for guaranteed that the validity of the contract is extended automatically up to the extended period with all its terms and conditions, rates etc. remaining unaltered i.e. the

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tender is revalidated up to extended period (except the case which is guided by the relevant G.O.).

16. Co-operation and damages to other property.

All works are to be carried out in close co-operation with the Department and other contractor or contractors that may be working in the area of work. The work should also be carried out with due regard to the convenience of department and programme of work must be adjusted accordingly. All precautions must be taken to guard against chances of injury or accidents to workers, roads users, river ferry users, occupants etc. The contractor must see that all damages to any property which in the opinion of the Engineer-In-Charge are due to the negligence of the contractor, promptly be rectified by the contractor at his own cost and expenses and according to the direction and satisfaction of the Engineer-In-Charge.

17. Transportation arrangement.

The contractor shall arrange for all transport including Railway Wagnons required for carriage and supply of materials and also the materials required for the construction work. The department may however at their own discretion, grant necessary certificates, if required for arrange of Railway Wagnons. But in case of failure of Deptt. to help the contractor in this respect, the contractor will have to procure wagons at his own initiative and no claim whatsoever on the ground of non-availability of wagons shall be entertained under any circumstances.

18. Water Supply.

The Contractor has to make his own arrangements for water required for the work and to the colonies and work sites, which are to be established by the Contractor.

19. Electrical Power.

The Contractors will have to make their own arrangements for drawing electric power from the nearest power line after obtaining permission from the power supply authority at his own cost. In case of failure of electricity, the Contractor has to make alternative arrangements for supply of electricity by Diesel Generator sets of suitable capacity at place of work.

20. Contractor's site office.

If contractor shall have an office adjacent to the work site as may be approved by the Engineer-In-Charge where all direction and notice of any kind whatsoever which the Engineer-In-Charge or his representative may desire to give to the contractor in connection with the contract, may be left at or sent by post to such office or delivered to the contractor's authorized agent or representative for intimation to contractor's site office, it shall be deemed to sufficiently served upon the contractor.

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21. Incidental Changes.

The cost of all materials tools & plants (besides those to be supplied by the Deptt.) labour. Corporations / Municipal fees for water supply, Royalty of road materials (if any) electricity and other charges of Municipalities or statutory bodies, ferry charges, toll charges, loading and unloading chargers, handling charges etc. will be deemed to have been covered by the rates inclusive of Sales Tax (Central and State), Income Tax, Octroi duty / Terminal Tax etc. All other charges for the execution of the complete or finish work or in case of supply of materials and for carriage to the entire satisfaction of the Engineer-In-Charge of the work will be considered to have been covered in the rates. No claim whatever in these respect will be entertained.

22. i) Authorized Representation of Contractor.

The contractor shall not assigning the agreement or sublet any portion of the work. The contractor may however appoint an authorized representative in respect of one or more of the following purpose only.

- a) General day to day management of work.
- b) To give requisition of departmental materials, tools and plants etc. to receive the same and sign hand receipts thereof.
- c) To attend measurements when taken by the departmental officers and sign the record of such measurement which will be the token of acceptance by the contractor. The selection of the authorized representative is subject to the prior approval of the Engineer-In-Charge and the contractor shall seek in writing such approval to the Engineer-In-Charge giving therein the name of works the name, tender no., the address and the specimen signature of the representatives he wants to appoint and the specific purpose(S) as specified in clause 22.i)(a), (b), (c). Even after first approval, the Engineer-In-Charge may issue at any subsequent date, revised directions about such authorized representative and the contractor shall be bound to abide by such directions. The Engineer-In-Charge shall not be bound to assign any reason for any of his directions with regard to the appointment of authorized representative. Any correspondences made to authorized representatives or left at his address, will be deemed to have been issued to the contractor himself.

ii) Power of Attorney.

The provision of a power of Attorney, if any, must be to the approval of the Department, otherwise the Department shall not be bound to take cognizance of such Power of Attorney.

23. Payments:

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Payment for the work done by the contractor will be made for the finished work based on the measurements recorded in measurement books by any officer of the department not lower in rank than a Junior Engineer. The measurement shall be recorded at various stages of the work done and after work is completed. The contractor shall be present at the time of recording of each set of measurement and their check measurement and accept them then and there so as to avoid disputes at a later stage. If the contractor is not available at the work spot at the time of recording measurements or check measurements the particulars of measurements shall be signed by the authorized agent of contractor based on which the contractor shall accept the set of measurements without any further dispute. If for any reason the contractor's authorized agent is also not available at site when the department decides to suspend the work recording of measurements in the absence of the contractor or his authorized representative the department shall not entertain any claim from the contractor for any loss incurred by him on this account. The Contractor shall however note that the Department cannot indefinitely wait for recording the measurement due to the absence of the Contractor and his authorized agent and check measure them even in the absence of the contractor.

24. Extension of time.

For cogent reasons over which the contractor had no control with regard to the progress, extension of time for the period lost will be granted on receipt of application from the contractor before the expiry date of contract. No claim whatsoever for idle labour, additional establishments, cost of hire and labour charges of tools and plants etc. would be entertained under any circumstances. The contractor should consider the above factor while quoting rate. When a work is proposed to be done by arranging machineries including Road Roller by the contractor, extension of time may not be granted on that ground and penal clause may be applied for such breach of contract for not executing the work proportionately within specified time. The tender may be terminated with forfeiture of security money lying at the credit of the Govt. for the work with serving notice to the contractor mentioning such failure on the part of the contractor.

25. Contractor's Godown.

The contractor must arrange for suitable godowns for cement and other materials at the site of work. The cement godown will have sufficient capacity and it must be water tight with either an elevated floor with proper ventilation arrangement underneath the floor or if solid raised flooring is made, cement is to be stored on bamboo or timber dunnage to the satisfaction of the Engineer-In-Charge. No separate payment will be made for these godowns or for the stack yard.

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26. Arrangement of land.

The contractor will arrange land for his godown, stack yard, labour camp etc. at his own cost for the execution of the work, provided the departmental land available at the time of starting the work is not sufficient and inadequate for the purpose.

27. Use of Govt. land.

The contractor shall make his own arrangements for storage of tools and plants materials etc. of adequate capacity and shall clear and remove any sheds, huts, etc. on completion of work which he may have erected in Govt. land. Before using any space in Govt. land for any purpose whatsoever, approval of the Engineer-In-Charge is to be obtained.

28. Clearing the work site.

Before starting any work, work site, where necessary, must be properly dressed after cutting and clearing all varieties of jungles, shrubs, bamboo clusters or any undesirable vegetation from the alignment or site of work, for which nothing will be paid extra unless specifically provided in priced schedule of probable items with approximate quantities.

29. Sundry materials.

The contractor must erect temporary pillars, master pillars etc., as may be required, in suitable places as directed by the Engineer-In-Charges at his own cost before starting / during the work by which the Departmental staff will layout all important level and fix-up alignments and the contractor shall have to maintain and protect those pillars till completion of the work. All petty and sundry materials like pegs, strings, nails, flags, instruments etc. and also skilled labour required for setting out the levels for laying out different structures & alignments shall also be supplied by the contractor at his own cost.

30. Supplementary items.

Notwithstanding with the provisions made in the related printed tender form (if any) any item of work which can legitimately be considered as not stipulated in the specific “priced schedule of probable items with approximate quantities” but became necessary as a reasonable contingent item during actual execution of work, will have to be done by the contractor, if so directed by the Engineer-In-Charge in written with due observance of supplementary tender rules.

- a) The rate of supplementary item shall be analyzed to the maximum extent possible from rates of the allied items of work appearing in the price schedule of the work of probable items with approximate quantities.

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- b) To complete any analysis, if necessary, the rates appearing in the Public Works Department schedule of rates shall be applicable of clause 30 (a) above.
- c) In case extra items do not appear in the above Deptt. Schedule of rates such items of works shall be arrived at the rates appeared in the Public Works Departments schedule of rates in force.
- d) If the analysis cannot be completed even after application of clauses 26(a), 26(b) & 26(c) above the balance shall be determined from market rates of materials and labour prevailing the execution of such work, profit and overhead charges (both together of 10% (ten percent) will be allowed.

Contractual percentage shall be applicable as regards the portion of the analysis based on clause 26(a), 26(b) & 26(c) above only.

It may be noted that the cases of supplementary items of claim may not be entertained unless supported by the entries in the work order book or any other written order issued before hand.

31. Covered up work.

When one item of work is to be covered up by another item of works, the letter item shall not be done before the former item has been measured up and has been inspected by the concerned Engineer and orders given by him for proceeding with the later item of work.

32. Covered up work for execution.

Sample of all materials to be supplied by the contractor and used in the work shall have to be got approved by the Engineer-In-Charge for utilization in works.

33. Approval of samples.

The contractors shall have to arrange for their own sources of energy for driving the pumping set etc. that may be necessary in different stages for execution of work. No facility of any sort will be provided for utilization of the departmental sources of energy existing at site of work. Arrangement for obtaining water for work shall also be made by the contractor at his own cost. Extra cost, for getting energy and / or for obtaining water for any purpose whatsoever will have to be borne by the contractor for which no claim will be entertained.

34. Road / Traffic.

It should be clearly understood that the contractor will be responsible to keep the road open to all kinds of traffic during execution of the work. The work should be arranged and programs of work must be adjusted in a manner so that the smooth flow of road traffic in any way is not disturbed. If necessary diversion road should be provided and maintained by the contractor at his own cost for the entire period of works. The

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contractor should take all necessary precautions including guarding and lighting and barricading as necessary to guard against the chances of injury or accident to the road traffic, road user, ferry and ferry users during execution of the work for which nothing extra will be paid.

35. Preservation of existing vegetation.

It will be obligatory for the contractor to produce forest clearance certificate from DFO having jurisdiction over the area in respect of extraction of any forest produces for utilization in works under this contract before final payment and /or refund of security deposit.

The contractor will preserve and protect all existing vegetation such as trees, on or adjacent to the site which do not unreasonably interfere with the construction as may be determined by the Engineer-In-Charge. The contractor will be held responsible for all unauthorized cutting or damage of trees, including damage due to careless operation of equipment, stockpiling of materials or trekking of grass areas by equipment.

36. Road open to traffic.

Suitable road signs as and where necessary should be provided by the contractor, at his own cost, as per direction of the Engineer-In-Charge. Road barriers with red light are to be placed where the existing surface is disturbed with proper road signs. All these shall be done at the cost of the contractor.

37. Approved Drawing.

Works shall be carried out in conformity with the drawing approved by the authority. The available drawings ready at present may be seen by the tenderers at the office of the Tender Inviting Authority. The contractors shall have to carry out all works according to the detailed drawings ready at present and those which will be prepared and furnished by the Department during execution of work from time to time on subsequent latter dates.

38. Serviceable materials.

The responsibility for stacking the serviceable materials obtained during dismantling existing structure / roads (to be decided by the Engineer-In-Charge) and handing over the same to the Officer-in-charge of work of this Department lies solely with the contractor and nothing will be paid on this account. In case of any loss or damage of serviceable materials prior to handing over the same to this Department full value will be recovered from the contractor's at rates as would be assessed by the Engineer-In-Charge.

39. Unserviceable materials.

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The contractor shall remove all unserviceable materials obtained during execution, at place as directed. The contractor shall dress up the work site after completion of work as per direction of the Engineer-In-Charge. No extra payment will be made on this account unless specifically provided in the Priced Schedule of probable items with approximate quantities.

40. Contractor's risk for loss of damages.

All risks on account of Railway or roads carriage or by boat including loss or damage of vehicles, boats, burgess, materials or labour will have to be borne by the contractor.

41. Monsoon Damages:

Damages due to rain , flood and landslide shall have to be made good by the contractor till the work is handed over to the Department. The responsibility of making good the damages due to rain , flood and landslide rests with the contractor. No extra payment is payable for such operations and the contractor shall therefore have to take all necessary precautions to protect the work done during the construction period.

42. Idle labour.

No claim whatsoever for idle labour additional establishment costs of hire and labour charges of tools and plant etc. would be entertained under any circumstances.

43. Charge & fee payable by Contractor.

The contractor shall pay all charges and fees legally payable for acts arising out of their works and hold the employees free from all such costs.

44. Issue of Departmental (Tools & Plants).

All tools & plants required for the work will have to be supplied by the contractor at his own cost. If however, supplied (if available) by the Department, the hire charges and wages of crews (where applicable) will be recovered at the rates as specified in the P.W.(Roads) Department schedule of rates. All costs of fuel and stores for proper running of the tools & plants must be borne by the contractor. Other charges on amount of pay of operate clearances etc. shall be charged extra. The contractor will have to carry and return the same in good condition to the place as directed by the Engineer-In-Charge. In case of any of the tools and plants or other helping materials issued by the Department is / are damaged while under the contractor's custody the same shall be repaired or replaced by the contractor at his own cost and up to the satisfaction of the Engineer-In-Charge.

45. Realization of Departmental claims.

Any sum of money due and payable to the contractor (including security deposit returnable to him) under his contract may be appropriated by the Tender Inviting Authority and set off against any claim of Tender Inviting Authority for the payment of a

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sum of money arising out of or under any other contract made by the contractor with the Tender Inviting Authority.

46. Compliance of different Acts.

The contractor shall comply with the provisions of the apprentice Act. 1961, Minimum wages Act 1914, Contract labour Regulation & Abolition Act 1970 and the rules and order issued there under from time to time. If he fails to do so his failure will be treated as a breach of contract and the Engineer-In-Charge may at his discretion take necessary measure over the contract. The contractor shall also make himself liable for any pecuniary liabilities arising out on account of any violation of the provision of the said Act(s). The contractor must obtain necessary certificate and license from the concerned Registering Officer under the contract Labour (Regulation and Abolition) Act 1970 and on demand he must produce the same to the Engineer-In-Charge.

47. Commencement of work.

The work must be taken up within seven days from the date of receipt of the work order and complete in all respect within the period specified in the Notice Inviting Tender.

48. Setting out of the work.

The contractor shall be responsible for the true setting out of the work and for the correctness of the position, levels, dimension and alignments of all works. If any adjustment become necessary the contractor shall have to do the same at his own cost according to the direction of the Engineer-In-Charge during progress of works. If any errors appear or arise in respect of position, levelsof dimensions or alignment of any part of the work the contractor shall at his own cost rectify such defects according to the satisfaction of the Engineer-In-Charge.

49. Precautions during works.

The contractor shall carefully execute the work without disturbing or damaging underground or overhead service utilization viz. electricity, telephones, gas, water pipes wars etc. In case, disturbance of service utilities is found unavoidable the matter should immediately be brought to the notice of the Engineer-In-Charge and necessary precautionary measures as would be directed by the Engineer-In-Charge shall be carried out at the cost and expenses of the contractor during execution of the work. The cost of rectification or restoration of damage as would be fixed by the department concerned will be recovered from the contractor.

50. Night work.

The contractor shall not ordinarily be allowed to execute work at night and if required it will be done with the permission of the Engineer-In-Charge and such night work shall not normally be extended beyond 8.00 PM due to technical or emergent reasons. The

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work required to be executed during night according to the instruction of the Engineer-In-Charge, in that case the contractor shall have to arrange for separate set of labour with sufficient and satisfactory lighting arrangement for night work. No extra payment, whatsoever, in this respect will be paid for to the contractor.

51. Testing of qualities of materials & workmanship.

The materials and workmanship shall be in accordance with the specifications laid down in the contract and the Engineer-In-Charge reserves the right to test, examine and measure the materials / workmanship direct at the place of manufacture /fabrication or at the site of work or any of such places. The contractor shall provide such assistance, instruments, machines, labour and materials as the Engineer-In-Charge may require for examining, measuring and testing the works and quality weight or quality of material used and shall supply samples of testing as may be selected and required by the Engineer-In-Charge.

52. Timely completion of work.

All the supply and the work must have to be completed in all respects within the time specified in Table 1A column " F " of Notice Inviting Tender from the date of work order. Time for completion as specified in the tender shall be deemed to be the essence of the contract.

53. Rejected materials.

All materials brought to the site must be to the approval of the Engineer-In-Charge. Rejected materials must be removed by the contractor from the site within 24 hours of the issue of order to that effect. In case of non-compliance of such order the Engineer-In-Charge shall have the authorized to cause such removal at the cost and expense of the contractor and the contractor shall not be entitled to pay to loss or damage on that account.

54. Ancillary Charges.

Except for such items are included in the specific priced schedule no separate charges shall be paid for scaffolding, staging, centering, shoring, shuttering, dewatering, curing etc. and the rates for respective items of works are to deemed as inclusive of the same.

55. Return of excess materials.

Any materials (supplied by department) which may be surplus on completion of the work, may at the sole discretion of the Engineer-in-Charge, be taken back provided the same be of non-perishable nature and has not been damaged in any way. Surplus materials (supplied by the Engineer-In-Charge in good condition.)

56. Damaged cement.

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Any cement which were at contractor's custody is found at the time of use to have been damaged shall be rejected and must immediately be removed from the site by the contractor or disposed of as directed by the Engineer-In-Charge at the costs and expenses of the contractor.

57. Royalty payment

The contractor must produce royalty clearance certificate from the concerned district authority for the mineral consumed. If they fail to produce the said certificate then payment to the bills will be withheld till furnish the requisite certificate.

58. The intending bidders will submit the following declaration in Non-Judicial Stamp Paper of Rs. 50.00 and that shall be uploaded at the time of online bidding.

DECLARATION OF THE TENDERER

1. I / We inspected the site of work and have myself / ourselves fully acquainted with local conditions in and around the site or work. I / We have carefully gone through the Notice Inviting Tender and other documents mentioned therein. I / We have also carefully gone through 'Departmental schedule' 1 of the special terms and conditions. I/We undertake to execute all the terms of priced schedule as per general terms and conditions and general specification as laid down in the said schedule. My / Our tender is offered taking due consideration of all factors and if the same be accepted I / We promise to abide by the stipulations of the contract documents and carry out and complete the works to the satisfaction of the Tender Inviting Authority.
2. I / We do hereby declare that I / We shall remain fully responsible in case that Bank Draft / Deposit as call receipt etc. attached with this tender as earnest money / security deposit is dishonoured and also that under no circumstances. I / We should be in a position to stop payment thereof.

(In non-judicial stamp paper of value of Rs. 50.00)

Postal address of the tenderer:

[Entries to be made in Block Letters]

1. Name :
2. Village / Street :
3. Post Office :
4. Pin Code No.:
5. Mobile phone Nos.:
6. E-mail ID

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Signature of the Tenderer with seal

59. Penalty for suppression / distortion of facts:

Submission of false document by tenderer is strictly prohibited and if found, action may be taken as per provisions of relevant law or forfeiture of earnest money or both.

60. Corrupt or Fraudulent Practices:

The Government require that the tenderers / suppliers / contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Government

(a) Define for the purposes of the provision, the terms set forth below as follows: (i) "Corrupt practices" means the offering, giving, receiving or soliciting of anything of value to influence the action of a Government official in procurement process or in contract execution: and (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish in Tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition. (b) Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. (c) Will blacklist / or debar a firm, either indefinitely or for a stated period of time, if at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a Government Contract. (d) Further more, Tenderers shall be aware of the provisions stated in the General Conditions of Contract.

61. Penal Measure

The successful agency/bidder selected for executing the public work shall be penalized for :-

- (i) False declaration / forgery/ falsification of records submitted or failure to execute committed contract or failure to perform contractual obligations in full and thereby resulting in delay or execution of faulty works as per provision of relevant law or order / circular issued by the Govt. in this regard.
A person / Entity who / which has already been suspended / debarred or has any suspended / debarred member(s) / partner(s) / person / entity is not allowed to participate in this bid till revocation of the same.
- (ii) Refusal to accept an award after issuance of "letter of Acceptance" or enter into contract with the undersigned without justifiable cause.

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(iii) Failure of the contactor, due to solely to his fault or negligence, to mobilize and start work or performance within the specified period as mentioned in the “Letter of Acceptance “, Letter of Acceptance cum work order”, “Work Order”, “ Notice to Proceed”, “ Award of Contract “ etc.

(iv) Rejection of Bid

(i) The tender accepting authority reserves the right to accept or reject any Bid and to cancel the Bidding process and reject all Bid at any time prior to Award of contract (Final acceptance after completion of agreement) 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 tender accepting authority’s action.

(ii) Bidders may be asked to submit rate analysis where the quoted rates either too high or lower than the estimated cost or if the tender accepting authority deem fit. Such bids may be considered as null and void if there is reason to believe that the bidders have formed a cartel and rates have been manipulated, unreasonable or unbalanced.

(v) Award of contract

After issuance of letter of acceptance to the successful bidder, the bidder have to enter into Agreement with the tender accepting authority in NJ Stamp Paper of worth Rs. 10/- or in West Bengal Form No. 2911 (ii) as will be mentioned in the letter of acceptance after filling up properly within stipulated period to be mentioned in such letter and award of contract will be issued accordingly, failing which the tender shall stand liable for termination with forfeiture of Earnest money.

The details of this NIT may be available at the District Website of Paschim Medinipur.

Block Development Officer
Pingla Development Block

Memo No: 4253/1(41)/Pingla

Dated: 15.11.2021

Copy forwarded for kind information and taking necessary action to:-

1. The District Magistrate, Paschim Medinipur District, Medinipur.
2. The Additional District Magistrate (SSM), Paschim Medinipur District, Medinipur.
3. The Sub-Divisional Officer, Kharagpur Sub-Division, Kharagpur, Paschim Medinipur.
4. The District Nodal Officer, SSM, Paschim Medinipur District, Medinipur.
5. The District Informatics Officer, Paschim Medinipur District, Medinipur with the request to kindly make necessary arrangement for uploading the NIT at the District Website of Paschim Medinipur.

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6. The District Information & Cultural Officer, Paschim Medinipur District, Medinipur. This has a reference to this office memo no. 5227 /Pingla. Dated 12.11.2021.
7. The Joint Block Development Officer, Pingla Development Block with a request to remain present at the time of opening of e-tender positively and take steps for preparation of bid evaluation sheet.
8. The Junior Engineer (RWS), Pingla Development Block with a request to remain present at the time of opening of e-tender positively for preparation of bid evaluation sheet.
9. The Junior Engineer (RWP), Pingla Development Block with a request to remain present at the time of opening of e-tender positively for preparation of bid evaluation sheet.
10. The Accountant-cum-Head Clerk, Pingla Development Block with a request to remain present at the time of opening of e-tender positively to supervise the entire online process of e-tendering and to assist in preparation of bid evaluation sheet.
- 11-20. The Pradhan, Kusumda/Jamna/Dhaneswarpur/Karkai/Maligram/ Khirai/Gobardhanpur /Pindrui/Jalchak-I/Jalchak-II Gram Panchayat. He is requested to arrange to display the NIT in his/her office notice board.
21. Sri Suwendu Ghorai , Programme Assistant, MGNREGA Cell, Pingla Development Block with a request to take all steps for uploading this notice in the e-Tender portal of the Govt, of West Bengal and to take steps for downloading of Technical Bids and Financial Bids in consultation with the undersigned at the time of opening of tender and submission of hard copies to the undersigned for evaluation and finalization of tender. Utmost care should be taken as per norms and any query regarding web site vision or any other matter related to web publication be instantly attended to in consultation with the undersigned.
- 22-30. The Block Development Officer, Sabang / Debra / Narayangarh / Kharagpur-I / Kharagpur-II / Mohanpur / Keshiary / Datan-I / Datan-II Development Block.
- 31-33. The Head Master / Head Mistress, Jalchak Nateswari Netaji Vidyayatan (H.S.) School / Jalchak Balika Vidyalaya (H.S.) School / Ujan Haripada High School (H.S.) U. Pry.
34. The Assistant Director of Agriculture, Pingla Block, Paschim Medinipur.
35. The Block Live Stock Development Officer, Pingla Block, Paschim Medinipur.
36. The Additional District Sub-Registrar, Pingla Block, Paschim Medinipur.
37. The Block Land & Land Reforms Officer, Pingla Block, Paschim Medinipur.
38. The Officer-in-Charge, Pingla Police Station, Paschim Medinipur.
39. The Post Master, Pingla Sub-Post Office, Pingla, Paschim Medinipur.
40. Office Notice Board copy for display.
41. File copy.

Block Development Officer
Pingla Development Block

Pingla Development Block

NOTICE INVITING E- TENDER NO. BDO/PINGLA/e-NIT /SSM/17(1-3) /2021-22

**Government of West Bengal
Law & Arbitration Cell
Public Works Department**

No. 5784-PW/L&A/2M-175/2017

Dated: 12.09.2017

NOTIFICATION

WHEREAS it is deemed expedient to do so;

NOW, THEREFORE, the Governor is pleased to make partial modification in the West Bengal Form No.: 2911/2911(i)/2911(ii) (hereinafter referred to as Printed Tender Form), in cancellation of earlier notification no. 177-CRC/2M-57/2008 dated 12/07/2012, in the manner mentioned here under:-

(1) Clause 17 of CONDITIONS OF CONTRACT of the Printed Tender Form shall be substituted by the following:-

'Clause 17 - If the contractor or his workmen or servants or authorized representatives shall break, deface, injure, or destroy any part of building, in which they may be working, or any building, road, road-curbs, fence, enclosure, water pipes, cables, drains, electric or telephone posts or wires, trees, grass or grassland or cultivated ground contiguous to the premises, on which the work or any part of it is being executed, or if any damage shall happen to the work from any cause whatsoever or any imperfection become apparent in it at any time whether during its execution or within a period of three months or one year or three years or five years, as the case may be (depending upon the nature of the work as described in the explanation appended hereto) hereinafter referred to as the Defect Liability Period, from the actual date of completion of work as per completion certificate issued by the Engineer-in-Charge, the contractor shall make the same good at his own expense, or in default, the Engineer-in-Charge may cause the same to be made good by other workmen and deduct the expense (of which the certificate of the Engineer-in-Charge shall be final and binding on all concerned) from any sums, whether under this contract or otherwise, that may be then, or at any time thereafter become due to the contractor from the Government or from his security deposit, either full, or of a sufficient portion thereof and if the cost, in the opinion of the Engineer-in-Charge (which opinion shall be final and conclusive against the contractor), of making such damage or imperfection good shall exceed the amount of such security deposit and/or such sums, it shall be lawful for the Government to recover the excess cost from the contractor in accordance with the procedure prescribed by any law for the time being in force.

Provided further that the Engineer-in-Charge shall pass the "Final Bill" and certify thereon, within a period of thirty days with effect from the date of submission of the final bill in acceptable form by the contractor, the amount payable to the contractor under this contract and shall also issue a separate completion certificate mentioning the actual date of completion of the work to the contractor within the said period of thirty days. The certificate of the Engineer-in-Charge whether in respect of the amount payable to the contractor against the "Final Bill" or in respect of completion of work shall be final and conclusive against the contractor. However, the

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security deposit of the work held with the Government under the provision of clause 1 hereof shall be refundable to the contractor in the manner provided here under:-

(a) For work with three months Defect Liability Period:

(i) Full security deposit shall be refunded to the contractor on expiry of three months from the actual date of completion of the work.

(b) For work with one year Defect Liability Period:

(i) Full security deposit shall be refunded to the contractor on expiry of one year from the actual date of completion of the work.

(c) For work with three years Defect Liability Period:

i) 30% of the security deposit shall be refunded to the contractor on expiry of two years from the actual date of completion of the work;

ii) The balance 70% of the security deposit shall be refunded to the contractor on expiry of three years from the actual date of completion of the work;

(d) For work with five years Defect Liability Period:

i) No security deposit shall be refunded to the contractor for 1st 3 years from the actual date of completion of the work;

ii) 30% of the security deposit shall be refunded to the contractor on expiry of four years from the actual date of completion of the work;

iii) The balance 70% of the security deposit shall be refunded to the contractor on expiry of five years from the actual date of completion of the work;

Explanation:

The word 'work' means and includes road work, bridge work, building work, sanitary and plumbing work, electrical work and/or any other work contemplated within the scope and ambit of this contract. For

(i) The work of patch repair or patch maintenance in nature or a combination thereof, the Defect Liability Period of the work shall be three months from the actual date of completion of the work.

(ii) Thorough Bituminous Surfacing work with bituminous thickness less than 40 mm, Repair & Rehabilitation of any road/ bridge/ culvert/ building/ Sanitary & Plumbing work, the Defect Liability Period of the work shall be one year from the actual date of completion of the work;

(iii) Extension of building/ bridge/ culvert, Construction of new flexible pavement up to bituminous level which has been designed for a period of 3 years or more, Widening and strengthening of flexible pavement designed for a period of 3 years or more, Improvement of riding quality/ Strengthening of flexible pavement designed for a period of 3 years or more; Providing only mastic asphalt layer over existing bituminous surface without providing

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bituminous profile corrective course/ bituminous base course, the Defect Liability Period of the work shall be three years from the actual date of completion of the work;

(iv) Construction of new building/ new bridge/ new culvert, Reconstruction of building / bridge / culvert including construction of approach roads for bridge/ culvert, Construction of rigid pavement, Reconstruction of rigid pavement, Construction of new flexible pavement covered by mastic work which has been designed for a period of 5 years or more, Widening and strengthening of flexible pavement covered by mastic work which has been designed for a period of 5 years or more, Improvement of riding quality/ Strengthening of flexible pavement covered by mastic work which has been designed for a period of 5 years or more, the Defect Liability Period of the work shall be five years from the actual date of completion of the work;

(2) The following paragraph shall be added to the Interpretation Clause of CONDITIONS of CONTRACT:-

“The word ‘Government’ means the Government of the State of West Bengal in Public Works Department.”

This bears concurrence of Group-T of Finance (Audit) Department vide their U.O. No.417 Dated 22.08.2017:

This notification will take immediate effect.

By order of the Governor,

Sd/-Indevar Pandey

Principal Secretary

Public Works Department

Pingla Development Block

NOTICE INVITING E- TENDER NO. BDO/PINGLA/e-NIT /SSM/17(1-3) /2021-22

ANNEXURE-I

To
The Block Development Officer
Pingla Development Block
PO: Pingla; Dist: Paschim Medinipur
WB-721140

SUBJECT: PRAYER FOR PARTICIPATION IN THE TENDER

I/We , _____ (Name) of

Village _____ PO _____

PS _____, DIST _____

PIN _ _____ would like to participate in the tender process vide

NIT no. _____ .

The following is My /Our Bank Details

A/C No :

Name Of Bank:

Name Of the Branch:

IFSC Code:

Address:

- i) I/We do hereby declare that I/We have the Financial Credential for similar nature of job as mentioned in the tender notice.
- ii) I / We do hereby declared the statement made by me is true to the best of my/our knowledge and belief. If allow I/We shall abide by all the terms and conditions mentioned in the tender notice and the direction of the authority. I /We read the tender document carefully and understood it in letter and spirit.

Signature of the bidder with date

(Seal)

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TECHNICAL BID FORMAT

Annexure IA-General Information about the Organization

Details of the Bidder (Organization)

Details of Authorized Person

1	Name	
2	Address	
3	Telephone/Mobile No.	
4	Email	
5	Fax	
6	Website	
7	Name	
8	Address	
9	Telephone/Mobile No.	
10	Email	

Information about the Organization

11	Status of Organisation (Proprietorship/Patner/Public Ltd/Pvt. Ltd/Co-operative Society etc.)	
12	Details of Registration of Organization	Date: Ref:
13	No of Professionals in position in the organization	
14	Location and address of offices	
15	GST Registration No.	
15	Professional Tax registration Number	
16	Income Tax PAN Number	
17	Details of any other Licenses/Registration (Copy to be enclosed)	