

OFFICE OF THE GARHBETA-I PANCHAYAT SAMITI

GARHBETA::PASCHIM MEDINIPUR

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Email Id: bdo.garh1@gmail.com / bdo.garh1@yahoo.com**NOTICE INVITING e-TENDER**

Notice Inviting e-Tender No. **WBPMID/GBT1/EO/XV-FC(24-25)/eNIT-15(06)/2024-25,**
Dated-06/09/2024 of The Executive Officer, Garhbeta-I Panchayat Samiti, Garhbeta, Paschim Medinipur.

The Executive Officer, Garhbeta-I Panchayat Samiti, Garhbeta, Paschim Medinipur invites e-tender for the work detailed in the table below.

(Submission of Bid through **online**)

Details of the Scheme:

Sl. No	Name of the work	Estimated Amount (Rs.)	Tender Amount (including 18% GST & 1% Labour Welfare Cess) (Rs.)	Earnest Money (2%) Deposited in online (Rs.)	Period of Completion	Eligibility of Contractor
1	Construction of Pakka Drain from Shakti Bhandi Land to Kartick Chalak House at Mouza Arjun Beria JL No 848 Plot 10 48 under Baramura GP within Garhbeta-I Panchayat Samiti having Activity Code - 90336818 . From- XV Finance Commission (2024-25 FY) Fund	Rs. 7,00,000.00 (INR Seven Lakh Only)	Rs. 6,93,685.00 (INR Six Lakh Ninety Three Thousand Six Hundred Eighty Five Only)	Rs. 13,874.00 (INR Thirteen Thousand Eight Hundred Seventy Four only) in favour of the Executive Officer, Garhbeta-I Panchayat Samiti	90 (Ninety) days from the date of receiving of work order	Resourceful, bonafide & Experienced contractors having at least 40 % credential certificate (with Similar Nature of work) and valid & up to date IT, Professional Tax clearance, up to date trade Lisence & GST Registration with up to date GST return etc.
2	Construction of Pakka Drain from Aguiboni Pratihar Para Club to Chapakhhal at Mouza Aguiboni JL No 615 Plot 348 under Shyamnagar GP within Garhbeta-I Panchayat Samiti having Activity Code - 90337170 . From- XV Finance Commission (2024-25 FY) Fund	Rs. 4,43,014.00 (INR Four Lakh Forty Three Thousand Fourteen Only)	Rs. 4,43,014.00 (INR Four Lakh Forty Three Thousand Fourteen Only)	Rs. 8,860.00 (INR Eight Thousand Eight Hundred Sixty only) in favour of the Executive Officer, Garhbeta-I Panchayat Samiti	90 (Ninety) days from the date of receiving of work order	Resourceful, bonafide & Experienced contractors having at least 40 % credential certificate (with Similar Nature of work) and valid & up to date IT, Professional Tax clearance, up to date trade Lisence & GST Registration with up to date GST return etc.
3	Construction of Pakka Drain from Kayem Khan House to Ajaruddin Gayen House at Mouza-Uparjaba , JL No- 621 under Shyamnagar GP within Garhbeta-I Panchayat Samiti having Activity Code - 90337720 . From- XV Finance Commission (2024-25 FY) Fund	Rs. 3,99,903.00 (INR Three Lakh Ninety Nine Thousand Nine Hundred Three Only)	Rs. 3,99,903.00 (INR Three Lakh Ninety Nine Thousand Nine Hundred Three Only)	Rs. 7,998.00 (INR Seven Thousand Nine Hundred Ninety Eight only) in favour of the Executive Officer, Garhbeta-I Panchayat Samiti	90 (Ninety) days from the date of receiving of work order	Resourceful, bonafide & Experienced contractors having at least 40 % credential certificate (with Similar Nature of work) and valid & up to date IT, Professional Tax clearance, up to date trade Lisence & GST Registration with up to date GST return etc.

Sl. No	Name of the work	Estimated Amount (Rs.)	Tender Amount (including 18% GST & 1% Labour Welfare Cess) (Rs.)	Earnest Money (2%) Deposited in online (Rs.)	Period of Completion	Eligibility of Contractor
4	Construction of Pakka Drain at Mathuri Mouza-Arjun Beria, JL No- 848, Plot 10-48 under Baramura GP within Garhbeta-I Panchayat Samiti having Activity Code - 90874931 . From- XV Finance Commission (2024-25 FY) Fund	Rs. 3,99,903.00 <i>(INR Three Lakh Ninety Nine Thousand Nine Hundred Three Only)</i>	Rs. 3,99,903.00 <i>(INR Three Lakh Ninety Nine Thousand Nine Hundred Three Only)</i>	Rs. 7,998.00 <i>(INR Seven Thousand Nine Hundred Ninety Eight only) in favour of the Executive Officer, Garhbeta-I Panchayat Samiti</i>	90 <i>(Ninety) days from the date of receiving of work order</i>	Resourceful, bonafide & Experienced contractors having at least 40 % credential certificate (with Similar Nature of work) and valid & up to date IT, Professional Tax clearance, up to date trade Lisence & GST Registration with up to date GST return etc.
5	Construction of CC Road from Dulal Mandal house to Tilberia Gobor Sthan at Mouza Tilberia, Jl. No. 818 Plot No. 191/192 under Baramura GP within Garhbeta-I Panchayat Samiti having Activity Code - 90345710 . From- XV Finance Commission (2024-25 FY) Fund	Rs. 5,98,427.00 <i>(INR Five Lakh Ninety Eight Thousand Four Hundred Twenty Seven Only)</i>	Rs. 5,98,427.00 <i>(INR Five Lakh Ninety Eight Thousand Four Hundred Twenty Seven Only)</i>	Rs. 11,969.00 <i>(INR Eleven Thousand Nine Hundred Sixty Nine only) in favour of the Executive Officer, Garhbeta-I Panchayat Samiti</i>	90 <i>(Ninety) days from the date of receiving of work order</i>	Resourceful, bonafide & Experienced contractors having at least 40 % credential certificate (with Similar Nature of work) and valid & up to date IT, Professional Tax clearance, up to date trade Lisence & GST Registration with up to date GST return etc.
6	Construction of CC Road from Shyamnagar to Agarkhan (Length 1 K.M.) at Mouza Agarkhana, Jl. No. 619 Plot No. 1549 under Shyamnagar GP within Garhbeta-I Panchayat Samiti having Activity Code - 90345913 . From- XV Finance Commission (2024-25 FY) Fund	Rs. 4,99,947.00 <i>(INR Four Lakh Ninety Nine Thousand Nine Hundred Forty Seven Only)</i>	Rs. 4,99,947.00 <i>(INR Four Lakh Ninety Nine Thousand Nine Hundred Forty Seven Only)</i>	Rs. 9,999.00 <i>(INR Nine Thousand Nine Hundred Ninety Nine only) in favour of the Executive Officer, Garhbeta-I Panchayat Samiti</i>	90 <i>(Ninety) days from the date of receiving of work order</i>	Resourceful, bonafide & Experienced contractors having at least 40 % credential certificate (with Similar Nature of work) and valid & up to date IT, Professional Tax clearance, up to date trade Lisence & GST Registration with up to date GST return etc.

- 1) In the event of e-filling, intending bidder may download the tender documents directly from the website <http://wbtenders.gov.in> with the help of Digital Signature Certificate (DSC).
- 2) The Earnest Money Deposit must be paid by the bidder through Net Banking (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI Bank payment gateway. After technical evaluation and on receipt of the information from the e-procurement portal, the EMD of the bidders disqualified at the technical evaluation will be refunded through an automated process to bidders' Bank account from which the bidder made the payment transaction of EMD. Once the financial bid evaluation is electronically processed in the e-procurement portal, EMD of the technically qualified bidders other than First Lowest and Second Lowest bidders will be refunded through an automated process. After issue of "Award of Contract" (Work Order) to the Lowest bidder, EMD of the Second lowest bidder will be refunded in the same manner to his Bank account from which he made the payment transaction of EMD.

The bidders who are exempted to deposit EMD as per existing Government order in force should submit an application including supporting Government order claiming exemption of EMD and same need to be uploaded in folder 'EMD'.

- 3) Properly indexed & self-attested documents & duly digitally signed of both the **Technical Bid** and **Financial Bid** should be concurrently submitted in the website mentioned above as per time schedule **given below in Sl. No. 17.**
- 4) Tender documents may be downloaded from website and submission of Technical Bid and Financial Bid will be done as per Time Schedule stated in **Sl. No.-17.**
- 5) The **FINANCIAL OFFER** of the prospective tenderer / bidder will be considered only if the **TECHNICAL BID** of the tenderer / bidder is found qualified by the 'Tender Evaluation Committee' of Garhbeta-I Panchayat Samiti, Garhbeta, Paschim Medinipur. The decision of the 'Tender Evaluation Committee' will be final and absolute in this respect. The list of Qualified Bidders / Tenderers will be displayed in the website.
- 6) **Eligibility criteria for participation in the tender.**
 - i. Bonafied Contractors, Registered Engineers Co-operative Societies or similar societies registered with the State Government and contractors of Central Government / MES / Railways for execution of civil works are eligible to participate, depending on the criteria as detailed below.
 - (a) The bidders must have satisfactory completion report as a Prime Agency during the last 5(five) Financial years from the date of issue of this notice at least one work of Same Type under the authority of State / Central Govt., State / Central Govt. undertaking / Statutory Bodies constituted under the statute of the Central / State Govt. and having a magnitude of **40 (Forty) %** of the amount put to tender.
The Credential Certificate (Form-3) along with the copy of Payment Certificate, Work Order, Estimate / BOQ (in standard format of NIC or copy / copies duly signed by the authority concerned) must be submitted by the agency for authenticating his executed work.
N.B:- The credential certificate for completed works should contain (a) Name of work, (b) Estimated Amount, (c) Tendered amount, (d) Value of executed work, (e) Date of Completion of project (f) Signature of Engineer must be indicated in the Credential Certificate.
 - (b) Income Tax return for the latest three Financial Year (2024-25, 2023-24 & 2022-23), P.Tax deposit challan for the year of 2024-25, PAN card, GST Registration Certificate (updated / latest GST return), Trade License for 2024-25, Balance Sheet of last 3 financial years etc with the Technical Bid document.
 - ii. The prospective bidders or any of their constituent partner shall neither have abandoned any work nor any of their contract have been rescinded during the last 3 (*three*) years. Such abandonment or rescission will be considered as disqualification towards eligibility. (A declaration in this respect through affidavit has to be furnished by the prospective bidders without which the Technical Bid shall be treated as non-responsive).
 - iii. The prospective bidders should own or arrange, the required plant and machineries through their own arrangement and relative papers must be submitted through e-procurement system by using their DSC.
 - iv. Registered Partnership Deed for Partnership Firm only along with Power of Attorney is to be submitted. The company shall furnish the Article of Association and Memorandum through e-procurement system by using their DSC.
 - v. Proper documents of Sole Proprietership Firm has to be submitted through e-procurement system by using their DSC.
 - vi. Registered Labour Co-operative Societies are required to furnish valid Bye Law, Current Audit Report, Minutes of last A.G.M., valid certificate from A.R.C.S. along with other relevant supporting papers.
 - vii. **Joint Ventures will not be allowed.**

- viii. A prospective bidder shall be allowed to participate in a particular job either in the capacity of individual or as a partner of a firm. If found to have applied severally in a single job, all his applications will be rejected for that job, without assigning any reason thereof.
- 7) Running payment for 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 40% of the tendered amount.
- 8) Escalation of prices in respect of construction materials shall not be considered.
- 9) No mobilisation advance and secured advance will be allowed.
- 10) Security Deposit:
Retention money towards performance Security amounting to 10% (ten percent) of the value of the work shall be deducted from the running account bill of the tenderer as per prevailing order. No interest will be paid on Security Deposit.
- 11) Agencies shall have to arrange land for erection of Plant & Machineries, storing of materials, labour shed, laboratory etc. at their own cost and responsibility.
- 12) All materials required for the proposed work including cement and steel shall be of specified grade and approved brand in conformity with relevant code of practice (latest revision) and manufactured accordingly and shall be procured and supplied by the agency at their own cost including all taxes. Authenticated evidence for purchase of cement and steel are to be submitted along with challan and test certificate. If required by the Engineer-in-Charge, further testing from any Government approved Testing Laboratory shall have to be conducted by the agency at their own cost.
- 13) **Audited Balance Sheets (Audited & Authenticaed by Chartered Accountant) of last three financial years i.e., 2021-22, 2022-23 & 2023-24 with auditor's certificate regarding annual turnover from contract business in each year are required to be submitted.**
- 14) Constructional Labour Welfare CESS @ 1% (*one percent*) of cost of construction will be deducted from every Bill of the selected agency.
- 15) **There shall be no provision of Arbitration.**
- 16) Bid shall remain valid upto the last day of submission of Tender. If the bidder withdraws the bid during the period of dropping, the earnest money as deposited will be forfeited forthwith without assigning any reason thereof.
- 17) **Date and Time Schedule :**

Sl. No.	Particulars	Date (DD.MM.YYYY) & Time
01.	Publishing Date (Online)	06.09.2024 (06:00 P.M. onwards)
02.	Document Download start date (Online)	07.09.2024 (10:00 A.M. onwards)
03.	Bid submission start date (Online)	08.09.2024 (10:00 A.M. onwards)
04.	Bid Submission closing (Online)	16.09.2024 (upto 01:00 P.M.) (The mentioned date may differ due to unavailability of slot in the portal)
05.	Last Date of submission of original copies of tender documents for verification.	Only for L-1 Bidder & this will be notified later on.
06.	Date for verification of original documents.	Only for L-1 Bidder & this will be notified later on.
07.	Technical Bid opening date (Online)	18.09.2024 (01:30 P.M. onwards) (The mentioned date may differ due to unavailability of slot in the portal)
08.	Date of uploading list for Technically Qualified Bidder & Financial Bid opening (online)	To be notified later on.

- 18) The Prospective Bidder shall have to execute the work in such a manner so that appropriate service level of the work is maintained during progress of work and a period of 6 (six) month from the date of successful completion of the work to the entire satisfaction of the Officer-in-Charge / Engineer-in-Charge. If any defect / damage is found during the period as mentioned above, the contractor shall make the same good at his own cost to the specification at par with instant project work. On failure to do so, penal action against the contractor will be imposed by the Executive Officer, Garhbeta-I Panchayat Samiti, as deem fit. The contractor may quote his rate considering the above aspect.
Refund of Security Deposit will only be made after successful maintaining of appropriate service level of the work as mentioned above for 6 (six) month from the date of completion of the work.
- 19) Before submission of the tender the contractor must visit the work site to judge the local condition from all corners and no plea / complain about the site will be entertained afterwards . It will be presumed that the agency offered the tender after reviewing entire position of the worksite and site of work and necessary drawings may be handed over to the agency phase wise. No claim in this regards will be entertained.
- 20) The Bidder, at his own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all informations 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.
- 21) The intending Bidders shall clearly understand that whatever may be the out come of the present invitation of Bids, no cost of Bidding shall be reimbursable. The Executive Officer, Garhbeta-I Panchayat Samiti, reserves the right to accept or reject any offer without assigning any reason whatsoever and is not liable for any cost that might have been incurred by any Tenderer at the stage of Bidding.
- 22) **Refund of EMD:** After technical evaluation and on receipt of the information from the e-procurement portal, the EMD of the bidders disqualified at the technical evaluation will be refunded through an automated process to bidders' Bank account from which the bidder made the payment transaction of EMD. Once the financial bid evaluation is electronically processed in the e-procurement portal, EMD of the technically qualified bidders other than First Lowest and Second Lowest bidders will be refunded through an automated process. After issue of "Award of Contract" (Work Order) to the Lowest bidder, EMD of the Second Lowest bidder will be refunded in the same manner to his Bank account from which he made the payment transaction of EMD.
- 24) Arbitration of any dispute on the work will not be entertained as per **Rule 90 in part-IV of PWD Rule 1987.**
- 25) **Conditional / Incomplete tender will not be accepted under any circumstances.**
- 26) **The intending tenderers are required to quote the rate/percentage *online*.**
- 27) Contractor shall have to comply with the provisions of (a) the contract labour (Regulation Abolition) Act. 1970 (b) Apprentice Act. 1961 and (c) minimum wages Act. 1948 of the notification thereof or any other laws relating there to and the rules made and order issued there under from time to time.
- 28) Guiding Schedule of Rates: Rates have been taken from the latest P.W.D. (W.B.) Schedule of Rates.
- 29) During scrutiny, if it comes to the notice of the tender inviting authority that the credential or any other paper found incorrect / manufactured / fabricated, that bidder would not be allowed to participate in the tender and that application will be rejected without any prejudice and action will be take as per Government Rules & decision of the Tender Committee and also deposited Earnest Money Deposit will stand forfeited.
- 30) The Executive Officer, Garhbeta-I Panchayat Samiti reserves the right to cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.

31) Qualification criteria:

The tender inviting and Accepting Authority through a “Tender Evaluation Committee” will determine the eligibility of each bidder. The bidders shall have to meet all the minimum criteria regarding:

- ✓ Financial Capacity
- ✓ Technical Capability comprising of personnel & equipment capability
- ✓ Experience / Credential

The eligibility of a bidder will be ascertained on the basis of the document(s) in support of the minimum criteria as mentioned above and the declaration executed through prescribed affidavit in non-judicial stamp paper of appropriate value duly notarized (**ANNEXURE – II**). If any document submitted by a bidder is either manufactured or false, in such cases the eligibility of the bidder / tenderer will be rejected at any stage without any prejudice

- 32)** Escalation of Price on any ground and consequent cost over run shall not be entertained under any circumstances. Rates should be quoted accordingly.
- 33)** The Agency will be liable to maintain the work at working portion at the appropriate service level to the satisfaction of the Engineer-in-Charge at his own cost during the DLP time, **DLP will be imposed as per memo. No. 5784-PW/ L&A/2M-175/2017 Date-12.09.2017** from the date of completion of the work, if any defect / damage found during the period as mentioned above Contractor shall make the same good at his own cost expense to the specification as per with instant Project work. Failure to do so, penal action against the agency will be imposed by the Department as deem fit. The agency will have to quote his rate considering the above aspect.
- 34)** The Agency will ensure that Job Card holders of MGNREGA are engaged during execution of the scheme in terms of the **Circular Number 1140 PRD-33011/1/2024-MGNREGA SEC dated 07.03.2024** of the Secretary to the Govt. of West Bengal. The Agency will submit the all types of ANNEXURES (mentioned in the above notification) to the Junior Engineer who will look after the scheme. The Junior Engineer also submit the same to the MGNREGA Cell through Joint Programme Officer, MGNREGA Cell of this Block for further entry in respective portal.

35) Instruction to Bidders:**TECHNICAL DOCUMENTS SHOULD BE ARRANGED IN THE FOLLOWING MANNER**

The Bidder must upload the following technical documents in respective folder **from SI 1 to 4** by using his/her DSC.

1. All such Technical Documents with EMD Receipt (Folder 1):

- ✓ Bank Challan (for NEFT / RTGS) or EMD Success Page (for Net Banking) towards Earnest Money (EMD) as prescribed in the N.I.T. against each of the serial of work in favour of the Executive Officer, Garhbeta-I Panchayat Samiti concerned with the work to be submitted in this folder
- ✓ An Affidavit made that no adverse report against the bidder (ANNEXURE-II) mentioning the eNIT number / eTender ID.
- ✓ GST Registration Certificate & Acknowledgement with latest GST Return
- ✓ PAN
- ✓ Aadhar
- ✓ EPIC
- ✓ Latest Trade License
- ✓ Latest P Tax (Challan)
- ✓ Latest 3 financial years IT Return updated
- ✓ Audited Balance Sheets (Audited & Authenticaed by Chartered Accountant) of last three financial years

- ✓ The Credential Certificate (Form-3) along with the copy of Payment Certificate, Work Order, Estimate / BOQ (mentioned in **Page -2, point 6 i (a)**)
- ✓ Relative papers on Machineries (Agreement made on Non-Judicial stamp paper worth Rs 10/- only with relative documents) as and when required as per Tender Inviting Authority.
- ✓ Partnership Deed (for Partnership Firm only)
- ✓ Affidavit for Sole Proprietership (for Proprietership Firm only)
- ✓ Technical Personnel on Contract / Payroll (An Affidavit mentioning the name of the technical staff & period of contract) along with his / her copy of Civil Engineering Certificate.
- ✓ Ltd. Company Incorporation Certificate copy Power of Attorney (for Ltd. Company)
- ✓ Society Registration with copy Power of Attorney. (for Society only)

And all such other required documents as mention in this Tender Notice. Bider must upload the above mentioned documents in a single pdf file. **Scanning of documents should be done at 150dpi.**

2. **Tender Notice (Folder 2):** Bidder must upload the Tender Notice in this folder.
3. **Estimate (Folder 3):** Bidder must upload the Estimate in this folder.
4. **WB Form 2911(II) (Folder 4):** Bidder must upload the WB Form 2911(II) in this folder.

FINANCIAL DOCUMENT SHOULD BE ARRANGED IN THE FOLLOWING MANNER

1. **BOQ :** BOQ to be submitted in the BOQ Folder

Sd/-
Executive Officer
Garhbeta-I Panchayat Samiti

SPECIAL TERMS AND CONDITIONS

1. PENALTY FOR SUPPRESSION / DISTORTION OF FACTS

If any Bidder fails to produce the original hard copies of the documents (especially Completion Certificates and audited balance sheets), or any other documents on demand of the Tender Evaluation Committee within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression, the tendered will be suspended from participating in the tenders on e-Tender platform for a 3(Three) years. In addition, his user ID will be deactivated and Earnest Money Deposit will stand forfeited. Besides, the Garhbeta-I Panchayat Samiti may take appropriate legal action against such defaulting tendered. The Employer reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time prior to the award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for Employer's action.

2. REJECTION OF BID

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

3. AWARD OF CONTRACT

The Bidder whose Bid has been accepted will be notified by the Tender Inviting & Accepting Authority through Letter of Acceptance. Refusal to accept an award after issuance of "Letter of Acceptance" or refusal to enter into contract with the Government without justifiable cause will lead to forfeiture of EMD of the said bidder in favour of the Government and appropriate penal action as per rule / as stated elsewhere in this NIT will be taken against him.

All the tender documents including N.I.T. & B.O.Q. will be the part of the contract documents. After receipt of Letter of Acceptance, the successful bidder shall have to submit requisite copies of contract documents along with requisite cost (Ref: of this N.I.T.) through GRIPS/RTGS/NEFT issued from any nationalized / scheduled bank in favour of the Executive Engineer of the concerned work within time limit to be set in the letter of acceptance.

The Letter of Acceptance will constitute the formation of the Contract. Issuance of Letter of Acceptance / Work Order may be delayed due to non-receipt of clear site for the work and no claim, whatsoever, for delay in issuance of Letter of Acceptance / Work Order will be entertained.

The Agreement in West Bengal Form No. 2911(ii) will incorporate all necessary documents e.g. e-NIT, all addenda & corrigendum, special terms & conditions (Section – C), different filled-up forms (Section –B), BOQ, prevailing P.W. Directorate Schedule of Rates at the time of floating of NIT, and the same will be constituted between the Tender Accepting Authority and the successful Bidder.

4. GROUNDS FOR SUSPENSION AND DEBARMENT

- i. Submission of eligibility requirements containing false information or falsified documents.
- ii. Submission of Bids that contain false information or falsified documents, or the concealment of such information in the Bids in order to influence the outcome of eligibility screening or any other stage of the bidding process.
- iii. Unauthorised use of one's name/digital signature certified for purpose of bidding process.
- iv. Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his favour.
- v. All other acts that tend to defeat the purpose of the competitive bidding such as lodging false complaints about any bidder, posting baseless allegation about any officer duly authorised by the Department, restraining any interested bidder to participate in the bidding process etc.
- vi. Refusal to accept an award after issuance of 'Letter of Acceptance' or enter into contract with the Government without justifiable cause.
- vii. Refusal or failure to post the required performance security/earnest money within the prescribed time without justifiable cause.
- viii. Subcontracting of the contract or any part thereof without prior written approval of the procuring entity.
- ix. Failure solely due to fault or negligence of the Contractor, to mobilize and start work within the specified period as mentioned in the 'Letter of Acceptance' / 'Letter of Acceptance cum work Order' / 'Work Order' / 'Notice of Process' / 'Award of Contract' etc. ultimately resulting in rescindment of contract.
- x. Failure to fully and faithfully comply with the contractual obligations without valid cause, or failure to comply with any written lawful instruction of the procuring entity or his representative(s) pursuant to the implementation of the contract, ultimately resulting in rescindment of contract.
- xi. For the procurement of goods, unsatisfactory progress in the delivery of the goods by the manufacturer, supplier or distributor arising from his fault or negligence and / or unsatisfactory or inferior quality of goods, vis-a-vis as laid down in the contract.

- xii. Refusal or failure to upload a self-declaration in specimen format of Form-4 to the effect of any previous debarment imposed by any other Department of State Government and or Central Government.
- xiii. Wilful or deliberate abandonment or non-performance in a project or contract by the contractor / suppliers resulting to substantial breach thereof without lawful and / or just cause(s).
- xiv. Non-submission of authentic Bank Guarantee of required amount by the selected bidder in a tender for Procurement of Goods & Works, if the bid price is below 20% of the tender value within the period as prescribed in the e-NIT, 7 working days from date of issue of LOA which may be extended upto maximum 14 working days.

5. CATEGORY OF OFFENSE:

- a) First degree of offense: Clause 4 (i) up to (vii), (xii) & (xiv) is to be considered as first degree of offense.
- b) Any of the offence under Clause (viii) to (xi) & (xiii) shall lead to termination of contract and its determinations in accordance with Clause (ii) & Clause (iii) of Agreement Form No. WB-2911 and simultaneous debarment for a period of 2 years.
- c) Second degree of offense: Any one of the offenses as mentioned under Clause 4 (i) to (xiv), committed by a particular bidder/contractor/supplier on more than one occasion would be considered as second degree of offense. Period of debarment will be 2 times the corresponding period penalty applicable for 1st degree offence in addition to other penal provisions contained in 1st degree offence.

6. Procedure and Rules of Debarment :

Debarment procedure and rules are published as Departmental Notification to be read in conjunction with the Corrigenda issued from time to time, as may be seen in the Notification link of the official website <https://bdogarhbeta1.com>.

7. PENALTY FOR OFFENSE:

- a) For committing 1st degree offense any of the cases referred under Clause 4 (i) to (v), forfeiture of earnest money and debarment for a period of one year, if the offense is detected during technical evaluation. If the offence is detected after award of the contract and if the offender happens to be the agency selected for work, and such selection is made due to oversight, forthwith termination of the contract and determination of contract value in accordance with clause 3(ix) (c) of West Bengal Form No. 2911(i)/ (ii), and simultaneous debarment for a period of one year. Further, in case the offense is detected after completion of work and payment of final bill the Work credential earned would be declared as 'null and void', so that the same cannot be used in future as PQ credential for securing other works contracts in the Irrigation & Waterways Department, together with debarment for a period of one year.
- b) For committing 1st degree offense in any of the cases referred under Clause 4 (vi), (vii),(xiii) to (xv), forfeiture of earnest money and debarment for a period of two year. For committing offenses under Clause 4 (xv), debarment period shall be for two calendar year preferably from the date on which the due date for submission of BG had expired (i.e 8th or 15th working day from date of receipt of LOA /LOI) by the Executive Officer to be notified in the official website.
- c) For committing 1st degree offense in any of the other cases under Clause 4 (viii) to (xii), termination of contract and its determination in accordance with Clauses 2 & 3 of West Bengal Form No. 2911(i)/(ii), including debarment for a period of three years.
- d) For committing 2nd degree offenses under above all categories, period of debarment will be twice the corresponding period for 1st degree offenses, in addition to other penal provisions for 1st degree offense.

8. The Executive Officer of the Garhbeta-I Panchayat Samiti shall be the Officer-in-Charge in respect of the works contract and all correspondence concerning rates, claims, change in specifications and/or design and similar important matters will be valid only if accepted/recommended by the Officer-in-Charge. If any correspondence of above tender is made with Officers other than the Officer-in-charge for speedy execution of works, the same will not be valid unless copies are sent to the Officer-in-Charge and also approved by him/her. Instructions given by the Junior Engineer on behalf of the Officer-in-Charge shall also be valid (who have been authorized to carry out the work on behalf of the Officer-in-Charge) regarding specification, supervision, approval of materials and workmanship. In case of dispute relating to specifications and work, the decision of Officer-in-Charge shall be final and binding. The Officer-in-Charge will however take all decisions relating to works contract only after recommendation/ advice of the Tender Accepting Authority.

9. Acceptance of the tender including the right to distribute the work between two or amongst more than two bidders with same L1 rates will rest with the Tender Accepting Authority without assigning reason thereof to any of the bidders. The tender accepting authority reserves the right to reject any or all tenders without assigning sufficient justification thereof to the bidder/contractor. No additional or excess work or additional items of work beyond the tendered amount would be generally allowed. All excess, supplementary or substitute supplementary items of work, if unavoidable are to be accepted by the Tender Accepting Authority only if the total value of work on completion is within the tendered amount.

The exiting contract would be terminated after achieving work up to tendered cost (gross value) and balance work would be taken up afresh after fresh sanction and new tender, except in the interest of public services, in rare & special cases under specific approval of the appropriate authority.

10. The Contractor/bidder shall have to comply with the provisions of (a) Contract Labour (Regulation & Abolition) Rules,1970 including its revisions (b) Minimum Wages Act 1948 and the modification thereof or any other laws relating thereto as will be in force from time to time.
11. Officer-in-Charge shall not entertain any claim whatsoever from the contractor for payment of compensation on account of idle labour on such grounds including non-possession of encumbrance free land. Escalation of cost due to inflationary effects or any other reason is not permitted during construction period or extended time period of contract.
12. Officer-in-Charge shall not be held liable for any compensation due to machines & equipments becoming idle or any circumstances including untimely rains, other natural calamities, strikes etc.
13. All statutory taxes, viz. GST / labour welfare cess, labour insurance etc or revision of taxation rates even after AOC or commencement and before final completion of the work are to be borne by the contractor/bidder. Original tax invoice/challan or bill of those materials, which are procured by the bidder, may be asked to be submitted for verification if required.
14. Labour Welfare Cess @ 1% of the cost of construction works shall be deducted from the Gross value of all works bills. Also it is instructed to compulsorily register his/her establishment under the Act, under the competent registering authority, i.e. Assistant Labour Commissioner / Dy. Labour Commissioner of the region for disbursing PF and ESI benefits of workers. The bidder should be mandatorily be registered online with Employees Provident Fund Organisation (EPFO) in the on-line system and posses EPF code and all current documents. Penalties and complaints due to non compliance of on-line EPF registration and default is the full responsibility of the bidder even if the TIA is by default the Principal employer
15. Adjustment of original bid prices/escalation cost/ mobilization advance / secured advance shall not be permitted for any reason whatsoever due to cost and time over run unless specified otherwise in the contract or the e-Notice Inviting Tender.
16. GST, Cess, License fees, Royalty for construction materials, forest product etc, Toll Tax, Income Tax, Ferry Charges and other Statutory Government Taxes as applicable during project implementation are to be paid by the contractor/bidder. The rates of supply and finished work items are inclusive of these taxes and levy. Tax invoice/bills needs to be submitted by the supplier/bidder for raising claims under the contract after attaining of physical milestones showing separately the tax charged in accordance with the provisions of GST Act, 2017.
17. All working tools & plants, scaffolding, construction of vats & platforms and arrangement of Labour Camps will have to be arranged by the contractor at his/her own cost. The contractor shall clear the site of work and restore all damages made due to the Labour camp, erection of yards and godowns, stores etc within 30 days of completion of work.
18. The contractor shall supply mazdoors, bamboos, ropes, pegs, flags T&P, Machineries and equipments etc. for laying out the work and for taking and checking measurements for which no extra payment will be made.
19. The contractor/bidder should see the site of works and tender documents, drawings etc. before submitting tender and satisfy himself/herself regarding the condition and nature of works and ascertain difficulties that might be encountered in executing the work, carrying materials to the site of work, availability of drinking water and other human requirements & security etc. Work on river banks may be interrupted due to a number of unforeseen reasons e.g. sudden rise in water levels, inundation during flood, inaccessibility of working site for carriage of materials. Officer-in Charge may order the contractor to suspend work that may be subjected to damage by climate conditions. No claim will be entertained on this account. There may be variation in alignment, height of embankment or depth of cutting, location of revetment, structures etc. due to change of topography, river condition and local requirements etc. between the preparation and execution of the scheme for which the tendered rate and contract will not stand invalid. The contractor will not be entitled to any claim or extra rate on any of these accounts.
20. A machine page numbered Site Order book (with triplicate copy) will have to be maintained at site by the contractor and the same has got to be issued from the Officer-in-Charge before commencement of work. Instructions given by inspecting officers not below the rank of Junior Engineer will be recorded in this book and the contractor must note down the action to be taken by him in this connection as quickly as possible.
21. The contractor shall be bound to comply with all the Central & State Pollution Control Acts & Rules during entire construction period.

22. All possible precautions should be taken for the safety of the people and work force deployed at worksite as per safety rule in force. Contractor will remain responsible for his labour in respect of his liabilities under the Workmen's Compensation Act etc. He must deal with such cases as promptly as possible. Proper road signs as per P.W.D. practice will have to be erected by the contractor at his own cost while operating public thoroughfares. Also, display boards containing brief description and name of project with completion target dates shall be erected at a prominent location at the work site by the contractor for public awareness. Insurance of workers and materials is the responsibility of the bidder during entire construction period.
23. The contractor will have to maintain qualified technical employees and/or Apprentices at site as per prevailing Apprentice Act or as stipulated in the contract. No compensation for establishment charge will be entertained.
24. Quantities of different items of work mentioned in the departmental tender schedule/BOQ or in work order are only tentative. In actual work, these may vary considerably. Payment will be made on the basis of works actually completed in different items as per specifications and codes, and no additional claim will be entertained for reduction of quantities in some items or for omission of some items. For execution of any additional item or supplementary works within the tendered value with the total completion value remaining within the accepted tendered cost, approval of the Tender Accepting Authority/Government in the Irrigation & Waterways Department would be required. **HEREIN DEPARTMENT MEANS FUNDING DEPARTMENT / AGENCY.**
25. In order to cope with the present system of e-pradan billing, departmental supply of construction materials is discouraged. Hence, materials will not be supplied from the end of the Tender Inviting Authority. Hundred percent construction materials shall have to be provided by the contractor at his own cost and to claim subsequently through submission of bills.
26. Any materials brought to site by the contractor subject to approval of the Officer-in-Charge. The rejected materials must be removed by the contractor from the site at his own cost within 48 hours of issue of the order to that effect. The rates in the schedule are inclusive of cost and carriage of all materials to worksite. The materials will have to be supplied in phase with due intimation to the Junior Engineer concerned in conformity with the progress of the work.
27. The work is to be executed strictly as per specification attached with e-NIT and shall confirm relevant Indian Standard Codal provisions and good industry practice. In the absence of any such provision in some items, the tendering authority reserves the right to adopt suitable National / International Code/specifications/standards.
28. Rate should be quoted in percentage (in ward in figures).
29. No payment will be made for unapproved materials.
30. Deduction of voids should be made as per PWD Rules for supply of materials.
31. The rate as specified in the price schedule including the cost of quarrying, loading, un-loading, carrying, stacking in site, royalty and other taxes etc. complete.
32. **Additional Performance Security @10% of the tendered amount shall be obtained from the successful bidder (as per "Annexure-I") if the accepted bid value is 80% or less of the Estimate put to tender as per letter of Additoional Chief Secretary to the Govt. of West Bengal vide Memo No. 4608-F(Y), dated 18th July, 2018.**
33. No extra payment will be made for carrying of materials involving head load / trolley etc.
34. Work must be completed within schedule time.
35. If the accepted tenderer fails to execute on agreement within the date mention in the letter of intimation, his name should be brought into book for taking disciplinary action and his earnest money will stand forfeited.
36. Security money @ 10% of the value of work done by the concerned contractor/ agency will be deducted from each R.A bill / @ 10% from Final bill.
37. In case of the accepted tenderer, who has executed the agreement, the earnest money will automatically be converted into security money in the first R.A bill / First and final bill, if desire by the concerned contractor / Agency. Such security deposit will be refunded on satisfactory completion of the whole work and after covering security period. In case of failure to complete the work with in the stipulated time, the earnest money and the security money will be forfeited.
38. The Tenderer or his authorized representative must remain present at the time of opening of tender.
39. **Royalty Clearance Certificate/ Carriage Order/ Road Challan in original is to be submitted by the contractor / Supplier with each bill for effecting payment.**

40. Measurement of materials will be taken after making stack as per direction of the Engineer-in-charge of the scheme.
41. The tenderers must sign on each page of tender form and price schedule before dropping it.
42. **All the bidders are informed to maintain the Notification issued by Additional Chief Secretary to the Govt. of West Bengal vide Memo No. 6770-F(Y) dated Howrah, the 26th December, 2023 before upload documents.**
43. The name of the work including serial no, tender notice no, date must be written on the top of the envelope containing the tender documents.
44. Bill will be prepared on the basis of measurement of work done and after obtaining satisfactorily report from concerned Junior Engineer.

For detailed information, please contact with the Engineering section of the office of the Garhbeta-I Panchayat Samiti in any working day between 11 A.M. to 4 P.M.

Sd/-
Executive Officer
Garhbeta-I Panchayat Samiti

Memo. No. **808 (39)** **Dated:** **06/09/2024**

Copy forwarded for information to: -

1. The Sabhadhipati, Paschim Medinipur Zilla Parishad.
2. Smt. Uttara Singha (Hazra), Hon'ble MLA, 233-Garbata AC, Vill – Dwarigeria, PO – Satbankura, PS – Garhbeta, Dist. – Paschim Medinipur, PIN – 721253
3. The Executive Officer, Paschim Medinipur Zilla Parishad.
4. The Additional Executive Officer, Paschim Medinipur Zilla Parishad.
5. The Sub -Divisional Officer, Medinipur Sadar, Paschim Medinipur.
6. The District Planning Officer, , Paschim Medinipur.
7. The District Panchayat and Rural Development Officer, Paschim Medinipur.
8. The District Information and cultural Officer, Paschim medinipur.
9. The Sub-Divisional Information and cultural Officer, Medinipur Sadar.
10. The DIO of NIC, Paschim Medinipur, with request to upload this Tender Notice in District website for wide publicity.
11. Executive Officer, Garhbeta-II Panchayat Samiti.
12. Executive Officer, Garhbeta-III Panchayat Samiti.
13. Executive Officer, Salboni Panchayat Samiti.
14. Executive Officer, Medinipur Sadar Panchayat Samiti.
15. Executive Officer, Keshpur Panchayat Samiti.
16. The Savapati, Garhbeta-I Panchayat Samiti.
17. The Joint Block Development Officer, Garhbeta-I Dev. Block.
18. The Karmadakshya Purtya Karja-O-Paribahan Sthayee Samiti, Garhbeta-I Panchayat Samiti.
19. The Officer-in charge, Garhbeta Police Station.
20. The Junior Engineer, Agri Irrigation, Garhbeta-I Dev.Block.
21. The Junior Engineer, Block Planning, Garhbeta-I Dev.Block.
22. The BIO, Garhbeta – I Panchayat Samiti.
23. The J.P.O, MGNREGA, Garhbeta – I Dev. Block for uploading the this Tender Notice in Block website (<https://bdogarhbeta1.com/>) for wide publicity.
24. The Head Clerk, Garhbeta-I Dev.Block.
25. The Cashier-in charge, Garhbeta-I Panchayat Samiti.
26. The Pradhan (all), Garhbeta-I Panchayat Samiti.
27. The Notice Board, Garhbeta-I Development Block.

Sd/-
Executive Officer
Garhbeta-I Panchayat Samiti

ANNEXURE-I**BANK GUARANTEE FOR ADDITIONAL PERFORMANCE SECURITY DEPOSIT**

To
 The Executive Officer
 Garhbeta-I Panchayat Samiti
 Garhbeta, Paschim Medinipur, PIN-721127

	Account Details
Account Name	
Beneficiary Bank Account No	
IFSC Code	
MICR Code	
Branch Address	

WHEREAS [NAME AND ADDRESS OF CONTRACTOR] (here after called "The Contractor") has undertaken , in pursuance of to execute (hereinafter called "The Contract").

AND WHEREAS it has been stipulated by you in the said contract that the contractor shall furnish you with a Bank Guarantee by a scheduled commercial bank for the sum specified therein for 'ADDITIONAL PERFORMANCE SECURITY DEPOSIT' for compliance with his obligation in accordance with the Contract.

AND WHEREAS we (indicate the name of the bank branch) have agreed to give the contractor such a Bank Guarantee.

NOW THEREFORE we (indicate the name of the bank & branch) hereby affirm that we are the Guarantor and responsible to you on behalf of the contractor , up-to a total of Rs..... [amount of guarantee].....(in words). We undertaken to pay you, upon your first written demand and without cavil or argument, a sum within the, limits of

[amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein to the above beneficiary bank account.

We.....(indicate the name of the bank & branch) hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We(indicate the name of the bank & branch) further agree to pay to you any money so demanded not withstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto. Our liability under this present guarantee is absolute and unequivocal.

The payment / so make by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

We.....(indicate the name of the bank & branch) further agree that no change or addition to or other modification of the terms of the contract or of the works to be performed there under or of any of the contract documents, which may be made between you and the contractor, shall, in anyway, release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

ANNEXURE – II**[SAMPLE FORMAT OF AFFIDAVIT (To be submitted in Non-Judicial Stamp Paper and to be Notarised)]**

1. I, _____, S/O _____, Residing At Vill- _____, Post- _____, Dist. - _____, Pin- _____ Proprietor/Partner/Director of _____, email ID _____ Active Mobile Number _____ 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.
2. The undersigned also hereby certifies that neither our firm _____ nor any of constituent partner had been debarred to participate in tender by any Government (Central / State) authority during the last 5(five) years prior to the date of this NIT No _____ / eTender ID _____ .
3. The undersigned 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.
4. The undersigned understands that further qualifying information may be requested and agrees to furnish any such information at the request of the Department.
5. Certified that I have applied in the tender in the capacity of individual/ as a partner of a firm & I have not applied severally for the same job.
6. The undersigned do certify that all the information furnished & statements made in the bid documents are true and correct to the best of my knowledge and belief

 Signed by authorized officer of the firm
 Sole Proprieter
 Title of the Officer

Name of the Firm with seal

Date :

Identified by me & signed in my presence