



# OFFICE OF THE GARHBETA-I PANCHAYAT SAMITI

GARHBETA :: DISTRICT - PASCHIM MEDINIPUR :: PIN - 721127

PO, Garhbeta-I, Paschim Medinipur  
Toll Free Phone :- 03227-267492/265053, Email: [bdo.garh1@yahoo.com](mailto:bdo.garh1@yahoo.com) & [bdo.garh1@gmail.com](mailto:bdo.garh1@gmail.com)

## NOTICE INVITING e- TENDER (2<sup>nd</sup> Call)

(TWO COVER SYSTEM)

FOR Construction/ Repair/ Up-gradation of Rural Roads

e-NIT No : WBPMID/GBT1/EO/ PATHASREE-III/eNIT-26/2025-26, Dated - 29/07/2025

(2<sup>nd</sup> Call of eNIT Number - WBPMID/GBT1/EO/ PATHASREE-III/NIT-16/2025-26, Dated - 24/06/2025)

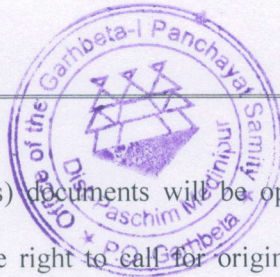
For and on behalf of Panchayats and Rural Development Department, Govt. of West Bengal, The Executive Officer, Garhbeta-I Panchayat Samiti, Garhbeta, Paschim Medinipur invites **e-Tender in percentage rates for the following Road work under PATHASREE\_III by two cover system. Resourceful and Bona-fide contractors of Government / Semi Government / Undertaking / Autonomous Bodies / Statuary Bodies and Local Bodies who satisfy the terms and conditions set out in pre-qualification document and having registration in e-procurement portal ([www.wbtenders.gov.in](http://www.wbtenders.gov.in)) under Govt. of West Bengal may submit their bids. The intending contractors must have completed at least one work of similar nature in a single contract as a prime contractor within last five years from the date of issue of this NIT, value of which is not less than 30% of the amount put to tender Or of 2(two) similar nature of work, each of minimum value of 20% of the estimated amount put to tender during last 5 year prior to issuance of this NIT.** The pre-qualification documents are to be uploaded in two separate folders. One of the folders shall contain Technical documents. Financial Bids are to be uploaded in another folder. The Tenders shall be available for viewing in our website [www.wbtenders.gov.in](http://www.wbtenders.gov.in)

**Table- 1: List of Work**

| Sl. No. | District          | Name of the work under Administrative Block   | Road Type     | Length (KM) | Estimated Cost put to Tender including 18% GST & Cess 1% (Rs.) | Earnest Money (2%) (Rs.) | Completion Time | Defect liability Period                                |
|---------|-------------------|---|---------------|-------------|--|--------------------------|-----------------|--|
| 5       | Paschim Medinipur | Construction of road from Sanmura Shiv Mandir and goes to Sanadipa village at Baramura GP | Concrete Road | 1.4         | Rs. 52,55,798.00   | Rs. 1,05,116.00          | 120 Days        | 3 Years from the actual date of completion of the work |

- 1) Intending bidders may download tender documents from e-procurement portal of our website: [www.wbtenders.gov.in](http://www.wbtenders.gov.in) **from 30/07/2025 10:00 Hours to 12/08/2025 (up to 13:00 Hours).** The pre-qualification bid documents duly filled and digitally signed in all respect may be submitted online before **13:00 hrs (as per server clock) on 12/08/2025.**
- 2) Tender Inviting Authority will not take any responsibility for the delay caused due to non-availability of internet connection or traffic jam etc. for on-line bidding.
- 3) **Earnest Money / Bid Security:** 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.



- 4) The pre-qualification (Technical Bids) documents will be opened on **14/08/2025 at 13:30** hours by the authorized officers.
- 5) Tender Inviting authority reserves the right to call for original document for verification from successful bidder(s) only in case of exceptional circumstances.
- 6) The results of the technical evaluation shall be made public on e-procurement systems following which there will be a period of 48 hrs during which any bidder may submit **complaint** which shall be considered for resolution before opening the financial bid.
- 7) The Financial bid of the technically qualified bidders will be opened for evaluation and the financial bid of non-qualified bidders will remain unopened. No separate intimation will be given for this, unless the above date is changed. In case of change of date, due intimation will be given on-line only.
- 8) Tender Inviting authority reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids, at any point of time prior to the issuance of work order, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the authority's action.
- 9) Acceptance of Tender (AOT) / LOA will be issued after approval of competent authority.
- 10) GST, Cess, Taxes and Duties etc. if any at applicable rates will be deducted from the bill of the contractor.

**11) Additional Performance Security in Road Projects**

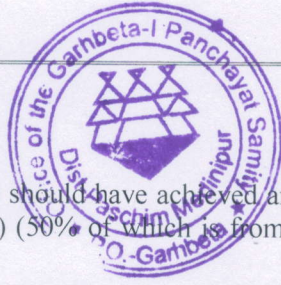
The Additional Performance Security shall be obtained and released from successful bidder, if the accepted bid value is more than or equal to 20% less than the estimated amount put to tender, vide order no 4608-F(Y) dated 18-07-2018 of finance dept. Govt. of West Bengal.

**12) The Security Deposit** money of successful bidders will be released full or in part during/after expiry of **defect liability period** from the actual date of completion of the work as per norms stated in "Other Instruction", Instruction to Bidder (ITB).

Any damages occurred during defect liability period will have to be done by the contractor at his own cost. In this respect Clause 17 of the General condition of contract in the Standard Bidding document following west Bengal form no 2911 shall be substituted with the following **vide Memo No. 5784-PW/L&A/ 2M-175/2017 Dt- 12.09.2017 of Law & Arbitration cell, Public Work Department, Govt. of West Bengal.**

**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 there after 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.

**13) The intending Bidders should satisfy himself about the alignment of the proposed road site and other site condition by visiting the site before quoting their rates.**



**A) The eligibility criteria are given below:**

1. The applicant in the same name and style should have achieved annual turnover in any of the year over the last five years (excluding current FY) (50% of which is from civil engineering construction works and equivalent).
  - a) 60% of amount put to bid, in case the amount put to bid is Rs.200 lakhs and less.
  - b) 75% of amount put to bid, in case the amount put to bid is more than Rs. 200 lakhs.
2. The applicant in the same name and style as prime contractor should have successfully completed at least one contract of same type of **work at least 30% value of the proposed contract within the last 5 years from date of Publication of this NIT Or of 2(two) similar nature of work, each of minimum value of 20% of the estimated amount put to tender during last 5 year prior to issuance of this NIT.**
3. The contractor should have sufficient technical manpower, tools and plants to complete the work
4. The prime contractor should have necessary bid capacity to execute the work. (Bid capacity will be calculated for work valued more than 1 Cr.)
5. Financial statements for the last 03 (three) years (Audited).
6. Income Tax return should be submitted for last 3 years.
7. GST registration Certificate, Professional Tax registration certificate, Card (Income Tax), Trade license should be furnished.
8. Joint venture will not be allowed
9. Proposal for sub-contracting is not allowed
10. No **CONDITIONAL/INCOMPLETE TENDER** will be accepted under any circumstances.
11. The bid of Any Black listed agency will not be accepted.
12. Arbitration will not be allowed in any case.
13. Prospective applicants are advised to note carefully the **documents to be uploaded** for qualification as mentioned in the "Instruction to Bidder" before bidding.

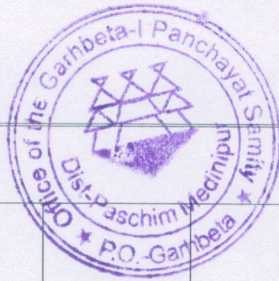
The amount of **earnest money** is 2% of the estimated cost of construction or Rs. 10.00 lakhs whichever is lower (cl.11.1 of GCC form no 2911)

All duties, GST, taxes, royalties, cess, [including 1% cess under W.B. Road/Building and other Construction Workers (Regulation of Employments & Condition of Service) Act, 1996], toll, taxes and other levies payable by the Contractor under the Contract to the State / Central Government for any other cause, shall be included in the rates, prices and total Bid price submitted by the bidder.

To keep the constructed road/building in good condition during the Defect Liability period after the completion of the construction if any work is required for routine maintenance, the same will be treated as defect liability and the Contractor has to do the maintenance work at his own cost.

**B) List of Important Dates of Bids:**

| SI No. | Particulars                          |      | Date       | Time                               |
|--------|--------------------------------------|------|------------|------------------------------------|
| 1      | Published Date                       |      | 29/07/2025 | 18:00 Hrs                          |
| 2      | Documents Download / Sale Start Date | From | 30/07/2025 | 10:00 Hrs<br>(as per Server Clock) |
| 3      | Documents Download / Sale End Date   | To   | 12/08/2025 | 13:00 Hrs<br>(as per Server Clock) |
| 4      | Pre Bid Meeting                      |      |            |                                    |
| 5      | Bid Submission Start Date            |      | 30/07/2025 | 10:00 Hrs<br>(as per Server Clock) |



| Sl No. | Particulars                   | Date   | Time                               |
|--------|-------------------------------|--|------------------------------------|
| 6      | Bid Submission End Date       | 12/08/2025   | 13:00 Hrs<br>(as per Server Clock) |
| 7      | Bid Opening Date (Technical)  | 14/08/2025   | 13:30 Hrs<br>(as per Server Clock) |
| 8      | Bid Opening Date (Financial ) | After Evaluation of technical Bid  |                                    |
| 9      | Place of Opening Bid          | Office of the Executive Officer, Garhbeta-I Panchayat Samiti at Garhbeta, PO - Garhbeta, Dist. - Paschim Medinipur, PIN - 721127 |                                    |
| 10     | Officer Inviting Bid          | Executive Officer, Garhbeta-I Panchayat Samiti   |                                    |
| 10     | Last Date of Bid Validity     | 90 days from the date of opening of Financial Bid  |                                    |

No separate intimation will be given for this, unless the above date is changed. In case of change of date, due intimation will be given on-line. No individual intimation will be given. Bid Submission End Date and Bid Opening Date may vary due to unavailability of slots. Bidders are requested to consider the Bid Submission End Date and Bid Opening Date as per [www.wbtenders.gov.in](http://www.wbtenders.gov.in) portal.

#### **Instructions to Bidders (ITB)**

- A. Scanned copies of the following documents to be up-loaded in PDF format in e-portal website <https://www.wbtenders.gov.in>**
1. Copy of Earnest money deposit challan with clearly written UTR/Txn number (If EMD submitted in offline mode through Bank account)
  2. GST registration certificate (GSTIN)
  3. Pan card (IT)
  4. Trade license (latest valid)
  5. Income tax return for last 3 years
  6. Professional Tax registration certificate
  7. Financial statement and Balance sheet of last 3 years. (audited If applicable)
  8. Payment certificates (Signed by Competent Authority)/self attested 26AS to be uploaded in support of Turnover. The turnover will be indexed at the rate of 8 percent simple interest for a year.
  9. Credentials for successful completion (certificates from the officer not below the rank of Executive Engineer / or equivalent) of at least one contract of same type of work in the same name and style as prime contractor having a magnitude of at least **30% of the amount put to tender** of the proposed contract within the last 5 years from the date of publication of this NIT **Or of 2(two) similar nature of work, each of minimum value of 20% of the estimated amount put to tender during last 5 year prior to issuance of this NIT.**
  10. All tools and plants required for the work will have to be supplied by the contractor at his own cost. The list of machineries as indicated in clause (B1 of ITB) possessed by own/ arranged through lease deed along with Authenticated copy of invoice/ Challan as per ITB. **(For work valued more than 1 Cr.)**
  11. List of ongoing works in hand and the Physical and financial progress of those works as per **Annexure-C. (For work valued more than 1 Cr.)**
  12. Scanned copy of Bid Capacity calculation in his/her own letter head. (Calculation to be done as prescribed **annexure -B) (For work valued more than 1 Cr.)**
  13. Tender form and NIT with all addendum and corrigendum to be uploaded will be (download and digitally signed. Quoting rate will only encrypted in the B.O.Q under financial bid. In case quoting any rate in printed tender form, the tender will be summarily rejected)
  14. Special terms and conditions and specifications of work



15. Partnership firm shall furnish **partnership deed** and company shall furnish the Article of Association and Memorandum.
16. The registered cooperative societies should submit the registration certificate.
17. Power of attorney (in case of Partnership firm /Registered Co-Operative Society/company) to be uploaded.
18. Notaried Affidavit in non judicial stamp paper regarding non-employment of any Government official under him, deployment of machineries, laboratory equipment; technical personnel, correctness of certificates, and investment of minimum cash up to 30% of estimated cost etc. as per **annexure-A**.
19. Letter head of the agency/contractor containing Name addresses and contact details. During the currency of the project and after completion if the address of the agency/contractor changes, it will be the responsibility of the contractor to intimate the authority regarding such changes.
20. Work program in terms of bar chart to be submitted. (**For work valued more than 1 Cr.**)
21. Bank Credit Certificate of 10% of the Amount put to tender should be provided as per format. (Format Attached as annexure D). (**For work valued more than 1 Cr.**)
22. Others (if any)

**B. Bare Minimum requirements of machineries for road construction works is as follows. (For work valued more than 1 Cr.)**

This list is only indicative. The bidder shall have to arrange for every necessary machineries, tools & plants for the intended job to the full satisfaction of Engineer in charge (to be mentioned in the affidavit).

| Sl. No | Name of Machineries  | Required Minimum number (For work value above Rs 1.00 Cr.) |
|--------|--|--|
| 1      | Light-Duty Mobile HMP with separate heating & mixing drum (for Bituminous work only) | 1  |
| 2      | Smooth Wheeled Roller (8-10 Tone) (for Bituminous work/for earth work only)          | 1  |
| 3      | Concrete Mixer (in case of concrete pavement)  | 1  |

**C. Other instructions**

1. Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.
2. The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.
3. No Mobilization Advance and Advance against purchase of equipments will be paid for the work.
4. No Advance of any kind will be paid for the work under any circumstances.
5. Under no circumstances Escalation in prices in materials, labour charges, cost of P.O.L. & arbitration will be entertained.
6. The Employer requires the bidders / Contractors to strictly observe the laws against fraud and corruption in force in India, namely, Prevention of Corruption Act, 1988.
7. There will be no price preference to any bidder.
8. No interest claim will be admissible during refund of earnest money and security deposit.
9. Uploaded documents of valid successful bidders may be verified with the original in due course. The valid successful bidders have to show the originals to the concerned authority as and when required.
10. Any bill (running account/final) payment of proposed executed work may be made to Agency as per availability of fund.
11. Bid of any Black listed bidder will be rejected.
12. The engaged contractor will have to get registered under BOCW (RECS) act and shall have to contribute towards " The West Bengal Building and other Construction Workers' welfare fund" @ 1% (One percent) of the gross amount of the work by way of deduction from Running and /or final bill.



13. **Earnest Money & Security Deposit:** The Earnest Money (2% of amount put to tender) will be converted to Security deposit. The Balance amount of Security Deposit (as per Govt. order in force during pendency of the contract) money will be deducted from running and final bill.
14. **The Security Deposit will be released to the contractor as stated below.**
  - (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;
15. Time allowed for completion of work will be measured from the date of issue of work order
16. If any erroneous printing found after agreement or any time in the SOQ (Schedule of Quantity) Quantity or Rate, the Tender Inviting authority reserve the rights to correct the same as per approved original estimate.
17. Bidding documents (NIT and SBD) is to be uploaded by the bidder. The bidder has to only agree/ disagree on the conditions in the bidding document. The bidders who disagree on the conditions of bidding document cannot participate in the tender and his /their bid will be treated as informal.
18. ***Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:***
  - (i) Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and / or record of submission of any false / fake document(s).
  - (ii) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.
  - (iii) Participated in the previous bidding for the same work and had quoted unreasonably high or low bid prices and could not furnish rational justification for it to the Employer.
19. Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity for construction work is equal to or more than the total bid value. The available bid capacity will be calculated as per **annexure-B**.
20. The successful bidder shall have to abide by all the labour related and other rules, regulations and laws of the land and the Tender Inviting Authority in no way shall be held responsible for financial or any other consequences arising out of non his noncompliance of the same.
21. **Intending Bidder should read carefully read the CI No 41 of GCC regarding the suspension and debarment policy before participating the tender.**
22. **Tax Invoice needs to be issued by the agency**/contractor for raising claim showing separately the tax charged in accordance with the provisions of GST Act, 2017.
23. Contractor should have to ensure the engagement of **JOB CARD holders** as unskilled workers for execution of awarded work/s.
24. **Priority of Documents:** The documents forming the contract are to be taken as mutually explanatory of one another. For purpose of interpretation, the priority of the documents shall be in accordance with the following sequence.
  - a. Form No. 2911
  - b. Notice to Proceed with the works;
  - c. Letter of acceptance;



- d. Notice Inviting Tender
- e. Special Conditions of Contract and General Conditions of Contract ( as per Form2911)
- f. Specifications;
- g. Drawings;
- h. Bill of Quantities; and
- i. Any other document listed in the Contract Data as forming part of the Contract.

**25. 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):**

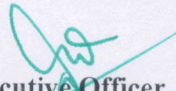
- ✓ Bank Challan (for NEFT / RTGS) or EMD Success Page (for Net Banking) towards Earnest Money (EMD) as prescribed in the N.I.T. against each of the serial of work in favour of the Executive Officer, Garhbeta-I Panchayat Samiti concerned with the work to be submitted in this folder
- ✓ An Affidavit made 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 point 6 i (a)**)
- ✓ Relative papers on Machineris (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 Electrical Engineering Certificate only.
- ✓ 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.

**26. INANCIAL DOCUMENT SHOULD BE ARRANGED IN THE FOLLOWING MANNER**

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

  
Executive Officer  
Garhbeta-I Panchayat Samiti  
Executive Officer  
Garhbeta-I Panchayat Samity



## **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 Credential Certificates along with Payment Certificates, Work Order, Estimate 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.

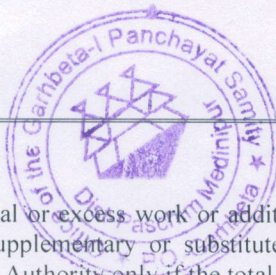
The Agreement in West Bengal Form No. 2911(ii) will incorporate all necessary documents e.g. e-NIT, all addenda & corrigendum, special terms & conditions (Section – C), different filled-up forms (Section –B), BOQ, prevailing P.W. Directorate Schedule of Rates at the time of floating of NIT, and the same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



- xii. 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.
  - xiii. 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.
  - xiv. 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).
  - xv. 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 1<sup>st</sup> degree offence in addition to other penal provisions contained in 1<sup>st</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> 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 8<sup>th</sup> or 15<sup>th</sup> working day from date of receipt of LOA /LOI) by the Executive Officer to be notified in the official website.
  - c) For committing 1<sup>st</sup> 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 2<sup>nd</sup> degree offenses under above all categories, period of debarment will be twice the corresponding period for 1<sup>st</sup> degree offenses, in addition to other penal provisions for 1<sup>st</sup> 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



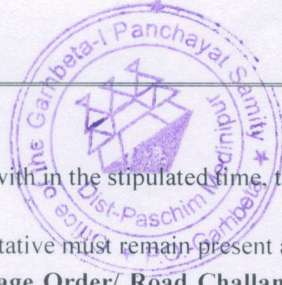
the bidder/contractor. No additional or excess work or additional items of work beyond the tendered amount would be generally allowed. All excess, supplementary or substitute supplementary items of work, if unavoidable are to be accepted by the Tender Accepting Authority only if the total value of work 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 Additoinal 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 within 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 26<sup>th</sup> 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 any other query or 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.

Executive Officer  
Garhbeta-I Panchayat Samiti  
Executive Officer  
Garhbeta-I Panchayat Samity

Memo No: 712 (40)

Dated : 29 / 07 / 2024

**Copy forwarded for kind information and wide publication to:-**

1. The Sabhadhipati, Paschim Medinipur Zilla Parishad.
2. The District Magistrate, Paschim Medinipur.
3. The Additional District Magistrate (Dev.), Paschim Medinipur.
4. The Additional District Magistrate (Zilla Parishad.), Paschim Medinipur
5. The Additional District Magistrate (Panchayat), Paschim Medinipur.
6. The Sub -Divisional Officer, Medinipur Sadar, Paschim Medinipur.
7. The District Planning Officer, Paschim Medinipur.
8. The District Panchayats & Rural Development Officer, Paschim Medinipur.
9. The DIO of NIC, Paschim Medinipur, with request to upload this Tender Notice in District website for wide publicity.
10. The District Information and cultural Officer, Paschim Medinipur.
11. The Sub-Divisional Information and cultural Officer, Medinipur Sadar.
12. The Executive Officer, Garhbeta-II.
13. The Executive Officer, Garhbeta-III.
14. The Executive Officer, Salboni.
15. The Executive Officer, Medinipur Sadar.
16. The Executive Officer, Keshpur.
17. The Sabhapati, Garhbeta-I Panchayat Samiti.
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, Block Planning, Garhbeta-I Dev. Block.
21. The Junior Engineer, WRIDD, Garhbeta-I Dev. Block
22. The BIO, Garhbeta-I Dev. Block.
23. The Technical Assistant, MGNREGA, Garhbeta - I Dev. Block.
24. The J.P.O, MGNREGA, Garhbeta - I Dev. Block for uploading the this Tender Notice in Block website ( <https://bdogarhbeta1.com> ) for wide publicity.
25. The Head Clerk, Garhbeta-I Dev. Block.
26. The Cashier-in charge, Garhbeta-I Development Block.
27. The Pradhan (all), Garhbeta-I Development Block.
28. The Notice Board, Garhbeta-I Development Block

Executive Officer  
Garhbeta-I Panchayat Samiti  
Executive Officer  
Garhbeta-I Panchayat Samity

**ANNEXURE-A**

**SAMPLE FORMAT OF AFFIDAVIT (To be submitted in Non-Judicial Stamp Paper and to be Notarised)**

I, Sri....., S/o Sri..... aged..... years,  
Residing at..... Proprietor/Partner/Director of....., do hereby solemnly  
affirm and declare in connection with Construction of road from  
..... is as  
follows :

1. That I, 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.
2. That the undersigned also hereby verifies that neither any near relations of staff and officers of the department nor any retired gazetted officers are in our employment.
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 and agrees that the bid shall remain open for Acceptance 90 days from the date of opening of financial bid.
5. The undersigned agrees to invest 30% of the contract price of works by cash during the implementation of the works.
6. The undersigned agrees to authorize the authority to seek references from the bankers of the undersigned.
7. If the contract is awarded to us, we will deploy at site all necessary T&P and equipments immediately on receipt of the work order. We would commence the work only on deployment of machineries at site to the full satisfaction of the Engineer-in-Charge. We would be duty bound to use those equipments at site to achieve the best result as per requirement of the contract. We would upkeep and maintain those equipments in running condition till completion of the Project. Any breakdown of any equipment will be replaced immediately. No part of equipment will be shifted to another site without the written permission of the E.I.C.
8. We would establish a site laboratory with minimum testing equipments/ apparatus to conduct the various tests on soil, aggregates and cement, concrete to maintain the quality at site. We will upkeep the laboratory set-up in good condition of the project.
9. We would deploy at site all necessary technical personnel for efficient contract management and supervision of works to the full satisfaction of the Engineer in Charge with a view to achieving best quality of works at site.
10. We would carry out all necessary tests of all major items at frequency spelled out in the contract document to the full satisfaction of the Engineer in Charge to achieve the best quality work at site. We will be contract bound to bring to the notice of the EIC any non-compliance of test results along with the action taken report.
11. Any departure whatsoever in any form will be considered as breach of contract. In such situation the department at his liberty may withhold our payment till we rectify the defects or fulfill our contractual obligation. In this connection, Departmental decision will be final and binding.
12. The undersigned also certifies that neither we have abandoned any work awarded to us, nor any penal action was taken against us by any department. The undersigned also declares that we do not have any running litigation with any department.

**ANNEXURE-B**

**(For work valued more than 1 Cr.)**

**Assessed Available Bid capacity = (A\*N\*M – B)**

Where,

A = Maximum value of civil engineering works executed in any one year during the last five years (updated to the price level of the last year at the rate of 8 percent simple interest a year) taking into account the completed as well as works in progress.  
 N = 1, if Completion time is more than 6 months, N=0.5 if completion time is less than equal to six months.

M = 3

B = Value, at the current price level, of existing commitments and on-going works to be completed during the period of completion of the works for which bids are invited.

**ANNEXURE-C**

**(For work valued more than 1 Cr.)**

Information on Bid Capacity

*a) Existing commitments and on-going works*

| Description of Work | Place & State | Contract No & date | Name of Address of employer | Value o contract (Rs. In Lakh) | Stipulated period of completion | Value of works remaining to be completed (Rs. Lakhs)* | Anticipated date of Completion |
|---------------------|---------------|--------------------|-----------------------------|--------------------------------|---------------------------------|---|--------------------------------|
| 1                   | 2             | 3                  | 4                           | 5                              | 6                               | 7   | 8                              |
|                     |               |                    |                             |                                |                                 |   |                                |

**N.B : Suppression of any fact regarding work-in-hand will be liable for non-responsive of bid**

ANNEXURE-D

**SAMPLE FORMAT FOR BANK CREDIT CERTIFICATE  
(BANK LETTER HEAD WITH ADDRESS)**

**(For work valued more than 1 Cr.)**

**BANK CERTIFICATE**

This is to certify that ----- is a reputed company with a good financial standing.

If the contract for the work, namely, \_\_\_\_\_ (Tender No. & Name of work) is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. \_\_\_\_\_ to meet their working capital requirements for executing the above contract.

Signature of Senior Bank Manager \_\_\_\_\_

Name of the senior Bank Manager \_\_\_\_\_

Address of the Bank \_\_\_\_\_

Stamp of the Bank

**ANNEXURE-E**

**BANK GURANTEE FOR ADDITIONAL PERFORMANCE SECURITY DEPOSIT**

To  
The Executive Engineer  
-----  
-----

|                             | 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.

We, ..... (indicate the name of the bank & branch) also undertake not to revoke this guarantee except with your prior written consent.

The Guarantee shall be valid up to ..... It comes into force with immediate effect and shall remain in force and valid for a period of ..... (Construction period claim period of six months). Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. ....(Rs.....) and unless a claim in writing is lodged with us within the validity period of this Guarantee, i.e. up to ..... , all our liabilities under this Guarantee shall cease to exist.

Signed and sealed this ..... day of 20.....at

SIGNED, SEALD AND DELIVERED  
For and on behalf of the BANK by

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES :

- (i) The bank guarantee should contain the name, designation and code number of the officer (s) signing the guarantee.

The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

.....**END**.....