

**Bhangar - I Panchayat Samiti**

Vill.- Kalikapur, P.O.-B. Gobindapur

South 24 Parganas

Pin-743502

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ভাঙ্গড় - ১ পঞ্চায়েত সমিতি করণ

গ্রাম - কালিকাপুর, পোষ্ট - বি. গোবিন্দপুর

দক্ষিণ ২৪ পরগণা

পিন-৭৪৩৫০২

Website: https://bhangariblock.com

**NOTICE INVITING PRE-QUALIFICATION - CUM - TENDER (TWO BID AND TWO COVER SYSTEMS) FOR CONSTRUCTION WORK UNDER 15<sup>TH</sup> CFCH UNDER BHANGAR-I PANCHAYAT SAMITI.**NIT No.: WB\_S24PGS/BH-I P.S./EO/95-NIT-44 (2<sup>ND</sup> CALL)/E-TENDER/2023-24

Dated: 29.01.2024

On behalf of Savapati, Bhangar-I Panchayat Samiti, Executive Officer, Bhangar-I Panchayat Samity, South 24 Parganas invites online percentage rate in the E-tenders for the following works from intending, resourceful, bonafide, eligible outsiders and working contractors/agencies, Registered Co-operative Societies formed by unemployed Engineers and Labour Co-operatives having credentials as stated in Sl. No. 01 (x) of this e-procurement notice.

NIT NO.	DATE	SL NO	DESCRIPTION OF WORK	FUND	ESTIMATED AMOUNT INCLUDING CONTINGENCY	EARNEST MONEY	TENDER PART. FEES	COMP TIME	DEFECT LIABIL ITY PERIOD
E-NIT-44 (2 <sup>nd</sup> Call)	29.01.24	7	Construction of concrete road from Abdur Molla House towards Kasan Molla House. (Activity Code- 67032903)	Untied	500000.00	10000.00	2000.00	30 days	01 Year

01. This is an e-tender in two bid system. The first bid should contain a document of earnest money & a photocopy of Counter Foil/Bank Receipt of Tender Participation Fees, and technical documents (i.e. credentials, etc.), and the second bid should contain the financial offer.

02. The following documents are to be produced at the time of submission of tenders through the e-tendering process with self-attested.

- Aadhar Card of the bidder/bidders.
- Trade License.
- Valid GST Registration Certificate.
- GST Clearance certificate valid up to the date of issue of E-NIT.
- PAN Card.
- I.T. return of last three financial years.
- Professional Tax Enrolment Certificate.
- Professional Tax deposited challan update.
- Proof of Bank current account operating for business
- Intending tenderers should produce credentials of a similar nature of work of the minimum value of 30% of the estimated amount put to tender during 05 (five) years prior to the date of issue of this tender notice or intending tenders should produce credentials of 02 (two) similar nature of work, each of the minimum value of 25% of the estimated amount put to tender during 05 (five) years prior to the date of issue of the tender notice or intending tenders should produce credentials of one single running work of similar nature which has been completed to the extent of 75% or more and value of which is not less than the desire value as mentioned above. (The credential policy is guided by the Rule 226(1) of PWD Code, Volume-I vide Notification No. 03-A/PW/O/10C-02/14 Dt. 12.03.2015 issued by the Pri. Secy. to the Government of West Bengal, Public Works Department).

In case of running works, only those tenderers who will submit the certificate of satisfactory running work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the tender. In the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executed agency, i.e., the tenderer.

Credentials certificate issued by an officer not below the rank of the Executive Engineer or equivalent or competent authority of a State/Central Government, State/Central Government undertaking, Statutory/Autonomous bodies constituted under the State/Central statute/DOO of the concerned department/Block Development Officer/Executive Officer of Panchayat Samity (Gram Panchayat credential certificate will not valid except Gram Panchayats under Bhangar-I Development Block). Credentials under sub-contract are not valid.

The intending tenderers shall have to be present or send their representative before the Junior Engineer (RWS/WRDD/RD) and furnish original certificates of execution of Civil Engineering works of sufficient magnitude and other related papers on the date of opening of technical bids (if asked for by the Engineer-in-charge).

Partnership deed and other relevant papers (in case of registered Firm/Company) should be produced at the time of application if required.

Payment certificate will not be treated as credential.

03. i) The details will be available from the Govt. of West Bengal e-procurement portal: <http://wbtenders.gov.in> and the official website of this office: <https://bhangariblock.com> from 29.01.2024 at 09-00 Hours to 09.02.2024 upto 17-00 Hours (as per Server clock). Prospective bidders must submit their bids online through <http://wbtenders.gov.in>. Self-attested photocopies of requisite documents for eligibility to participate in the e-tender i.e. the pre-qualification and bid documents duly filled in all respect must be submitted online through the aforesaid e-portal with the help of Digital Signature

Certificate, Technical Bid and Financial Bid both will be submitted concurrently duly digitally signed in the <http://wbtenders.gov.in>. The documents submitted by the bidders should be properly indexed & digitally signed between 29.01.2024 at 09-00 Hours to 09.02.2024 upto 17-00 Hours (as per Server clock). The undersigned does not take any responsibility for the delay caused due to non-availability of an Internet connection or server error etc. The contractor is allowed to apply any number of bids for this e-tender.

ii) Tender Participation fees are ₹ 400.00/Lac per scheme per applicant. Calculations of the Tender Participation fees against each work are given above in the table. The contractor is allowed to apply any number of bids for this e-tender.

iii) Earnest Money /Bid Security and Tender Participation fees: Cost of Bid Security/Earnest Money and Tender Participation fees (as indicated in the corresponding column of the works) should be deposited by the bidder electronically online through his/her net banking-enabled bank account, maintained at any bank listed in the ICICI Bank Payment gateway or offline mode through any bank by generating NEFT/ RTGS challan from the e-tendering portal in favour of the Executive Officer, Bhngar-I Panchayat Sanity, South 24 Parganas. Intending Bidder will get the Beneficiary details from e-tender portal with the help of Digital Signature Certificate and may transfer the Bid Security/Earnest Money and Tender Participation fees from their respective Bank as per the Beneficiary Name & Account No., Amount, Beneficiary Bank name (ICICI Bank) & IFSC Code and e-Proc. Ref. No.

Intending bidder who wants to transfer Bid Security/Earnest Money and Tender Participation fees through NEFT/RTGS must read the instruction of the Challan generated from E-Procurement site.

Bidders are also advised to submit Bid Security/Earnest Money and Tender Participation fees of their bid, at least 3 working days before the bid submission closing date as it requires time for processing of Payment of Bid Security/Earnest Money and Tender Participation fees. The bidders must upload the scan copy of the deposited Bid Security/Earnest Money and Tender Participation fees receipt through Net banking/NEFT/ RTGS challan generated from the e-tendering portal quoting the UTR No. visible and properly.

(Three State Government Enterprises viz. "Mackintosh Burn Limited.", "Westinghouse Saxby Farmer Limited", and "Britannia Engineering Limited", are exempted from the deposit of earnest money for participation in tender vide Order No. 430(3)-W(C)/1M-208/15 dated 31.08.2015 of the Joint Secretary, P.W. Department, Works Branch, Govt. of West Bengal subject to the condition that they will furnish Security Deposit if selected in the tender.)

Payment made otherwise will be rejected. After over of the specific period, that Bid Security/Earnest Money and Tender Participation fees will not be entertained and the bidder's documents will be treated as cancelled.

Earnest money noted against the name of work @ 2% of the value of work. The earnest money will be released as per norms.

04. Security Deposit @ 10% on the Billing Amount will be deducted after submitting of final or Running Account Bill as applicable. 1% Cess under W.B. Building and other Construction Workers (Regulation of Employment & Condition of Service) Welfare Cess Act, 1996 vide Order No. 5794(21)-RID(RIDF)/1A-1/2006 Dt. 09.10.2006 of the P. & R.D. Deptt., Govt. of West Bengal will be deducted from the final or running bills. TDS on GST /IT as per prescribe rate will be deducted at source also. RA bill if any will be entertained as it is deemed fit. Tax Invoice is to be submitted along with the existing process of submission of claims by the agency. Without Tax Invoice, the claim will not be entertained.

05. No Mobilization Advance and Advance against the purchase of equipment will be paid for the work. No Secured Advance will be paid for the work under any circumstances. Under no circumstances escalation in prices in materials, labour charges, cost of P.O.L. will be entertained. All duties, taxes, royalties, cess, [including 1% Cess under W.B. Building and other Construction Workers (Regulation of Employment & 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 causes shall be included in the rates, prices and total Bid price submitted by the bidder.

06. If the rate offered by the successful bidder is seriously unbalanced in relation to the estimated cost of the work, the bidder may require to produce a detailed cost analysis for any or all the items of the schedule attached.

07. Additional Performance Security @ 10% of the tendered amount in the form of a Bank Guarantee from any Scheduled Bank shall be submitted by the successful bidder if the accepted bid value is 80% or less of the Estimate put to tender within seven working days from the date of issuance of Letter of Acceptance and before issuance of the Work Order. Failing which, his Earnest Money will be forfeited and blacklisting of the contractor may be initiated. The Bank Guarantee shall be returned immediately upon successful completion of the contract. If the bidder fails to complete the work successfully, the Additional Performance Security shall be forfeited at any time during the pendency of the contract period after serving proper notice to the contractor. Necessary provision regarding deduction of security deposit from the progressive bills of the contractor as per relevant clause of the contract shall in no way be altered/affected by the provision of the Additional Performance Security. It has a reference vide G.O. No. 4608-F(Y) Dt. 18.07.2018.

08. The rate should be quoted in percentages both in figures and words online. The quoted rate should be up to two decimal digits otherwise it will be rejected.

09. An incomplete tender will be rejected summarily.

10. The audit report of the last financial year 2022-23 will have to be submitted in the case of Enngg. Co-Opt. and Labour Co-Opt. Societies.

11. All works will have to be done according to specifications and drawing approved by the authority and as per the direction of the Executive Officer, Bhngar-I Panchayat Sanity.

12. No consumable materials will be supplied to the agency for any work from the office of the undersigned. The agency will be responsible for procuring all materials required for the proper execution of work at its own cost.

13. For the construction of Black Top Road, a Power Roller of 8 to 10 Ton, Hand Roller, and Miller Mixer/Spot Mix Plant of 3-5 ton/hour capacity must be arranged by the contractor at his own cost. Bitumen will be supplied by the contractor with his own arrangement subject to the submission of a valid document of I.O.C. Regarding this, the manufacturing company of the equipment should have ISO Certificate.

14. All rates shall be including of all charges, royalties, toll charges, carriage, delivery, training at the site, etc. Rates should be offered after visiting the site.

15. Before submission of the tender the contractor must visit the work site to judge the local condition from all corners and no plead/complaint about the site will be entertained afterward. It will be presumed that the agency offered the tender after reviewing the entire position of the work site.

16. Before starting the work, the work site must be dressed and cleared by cutting all sorts of jungle, shrubs, etc. for which no extra payment will be made.

17. The successful tenderer will have to start the work within seven days of the issue of the work order and will have to complete the work within the time allowed for completion.

18. The successful tenderer will have to abide by the provisions of West Bengal Contract Labour (Regulation and Abolition) Rules, 1972 as will be in force from time to time. If no labour license is obtained and produced by the contractor payment will be liable to be withheld.

19. Successful tenderer/s must have to execute a formal deed in favor of the Bhangar-I Panchayat Samiti agreement form within 7(Seven) days from the date of acceptance of the tender, failing which action will be taken as per rule.

20. Claims for idle labour from the contractor will not be entertained under any circumstances. No claim will be entertained for any increase in Railway freight and market price.

21. This notice shall form part of the terms and conditions of the tender and the tenderer shall be bound to abide by them.

22. The Executive Officer, Bhangar-I Panchayat Samity will have sole discretion to decide the eligibility of the contractors based on his submitted documents and evaluation thereof and reserve the right to refuse without any explanation to contractor/agencies or to refuse issuance of tender to any applicant without assigning any reason thereof and in case of dispute, if any, the decision of the Panchayat Samity in this respect will be final.

23. Acceptance of the lowest tender is not obligatory and the undersigned reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever and also to split up the tendered work to more than one contractor in the interest of scheme execution. If more than one tenderer gives the same rate, TABLE BID will be done. & Panchayat Samity decision will be final. The quoted rate should be up to two decimal digits otherwise it will be rejected.

24. The Executive Officer, Bhangar-I Panchayat Samity reserves the right to reject or cancel any or all pre-qualification documents and bid documents or the entire tender process without assigning any reason whatsoever.

25.a) 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, 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 or long lingering work, not properly completing the contract, inordinate delays in completion, litigation history, financial failures, etc.
- iii) Tender Participation Fees, Earnest Money, and affidavit if it is not scanned and uploaded through the proper folder of bid documents will be treated for rejection.

b) Bids from the joint venture are not allowed. An amalgamation of unemployed Engineers Co-operative & Labour Co-operative in any form should not be allowed towards counting of eligibility in participation of tender.

c) Contractors/agencies are requested to observe the required credential. If any agency is found submitted a bid for the specific serial with the false credential, the earnest money will be forfeited.

26. Proposed work Programme to be submitted along with the Bidding documents i.e The proposed methodology and programme of construction for execution and completion of the proposed work as per technical specifications within the stipulated period of completion.

27. Additional information to the Bidders:

i) Drawings and Photographs of the works: The contractor shall do the necessary arrangement for the site first before the start of the work and lastly after the completion of the work from two different angles. Pre-work & Post-work photographs are to be submitted in four Nos. from two different angles. No separate payment will be made to the contractor for this. The Contractor shall not disclose details of Drawings furnished to him and works on which he is engaged without the prior approval of the Engineer in writing. No photographs shall be published or otherwise circulated without the approval of the Engineer in writing.

ii) Submission of Civil Material Testing Report before using the same in construction work by Contractors /Agency is mandatory vide Order No. 54550/ISGP-11013/2/2019 Date 01.09.2022 of the District Magistrate,

south 24 Parganas, and 1310/ISGPP/CB-7/2016 PART-1 Dated 18.10.2019 of Programme Director, ISGPP-II and letter of the Commissioner, P & RD Deptt., Govt. of West Bengal w.e.f. 15.09.2022. The test will be done only from the laboratory of the respective block where the construction work is being started or going on.

iii) The validity of the GST registration certificate of the Contractor/Agency/Supplier on the common portal [www.gst.gov.in](http://www.gst.gov.in) while awarding any contract and also before making payment to the Contractor/Agency/Supplier. Where the registration of a Contractor/Agency/Supplier is found to have been canceled on a subsequent period, the deductor before making payment may ask the Contractor/Agency/Supplier to produce proof of furnishing uploaded FORM GSTR-1 and FORM GSTR-3B. If the Contractor/Agency/Supplier fails to provide the aforesaid documents, the deductor may withhold the payment w.e.f. 21.11.2022 vide Order No. 4679-F(Y) Dt. 21.11.2022 of the Finance Deptt., Govt. of West Bengal.

iv) Notwithstanding the provisions made in the related BOQ any item of the work which can legitimately be considered as not stipulated in the Specific Schedule of probable items of work but has become necessary as a reasonable contingent item during the actual execution of the work will have to be done by the contractor if so directed by the engineer-in-charge in writing obtaining prior approval of the tender accepting authority and the rates will be fixed in the manner as stated below.

a) The rate of the Supplementary item shall be analyzed to the maximum extent possible from rates of the allied item of works appearing in the "Specific Priced Schedule of Probable Items".

b) To complete the analysis, if necessary, the rates appearing in the Schedule of Rates of PWD (Roads) Department's schedules of rates in force for the working area at the date of acceptance of the tender.

v) An Information board will be affixed at the site at the Contractor/Agency/Supplier's own cost.

vi) (a) Milestones to be achieved during the contract period

i) 1/8th of the value of the entire contract works up to 1/4 th of the period allowed for completion of construction.

ii) 3/8th of the value of the entire contract works up to 1/2 th of the period allowed for completion of construction.

iii) 3/4th of the value of the entire contract works up to 3/4 th of the period allowed for completion of construction.

(b) Any kind of land problem will be informed to the undersigned within seven days of the work order.

vii) Time is the essence of a contract. The successful contractor must complete the work within the time specified for completion. No extension of time will be allowed except in special cases. If any contractor fails to complete the work within the stipulated time the work order issued in his favor will be canceled without assigning any reason. The undersigned may also proceed to get the balance work completed by any other means including through other contractors. The excess expenditure, if any, due to such a step would be recoverable from the unpaid bills/security deposit of the Tenderer. This is a part of any other measure the undersigned may take, including the black listing of the contractor and forfeiture of earnest money.

viii) Contractor should have to ensure the engagement of JOB CARD holders as unskilled workers for execution of awarded work/s.

ix) To Keep the Roads/Building/Tube well in good condition (Defect liability Period. 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 prevailing existing govt. norms stated here.

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 thereafter become due to the contractor from the Government or from his security deposit, either full, or of a sufficient portion thereof and if the cost, in the opinion of the Engineer-in-Charge (which opinion shall be final and conclusive against the contractor), of making such damage or imperfection good shall exceed the amount of such security deposit and/or such sums, it shall be lawful for the Government to recover the excess cost from the contractor in accordance with the procedure prescribed by any law for the time being in force.

Provided further that the Engineer-in-Charge shall pass the "Final Bill" and certify thereon, within a period of thirty days with effect from the date of submission of the final bill in acceptable form by the contractor, the amount payable to the contractor under this contract and shall also issue a separate completion certificate mentioning the actual date of completion of the work to the contractor within the said period of thirty days. The certificate of the Engineer-in-Charge whether in respect of the amount payable to the contractor against the "Final Bill" or in respect of completion of work shall be final and conclusive against the contractor. However, the security deposit of the work held with the Government under the provision of clause 1 here of shall be refundable to the contractor in the manner provided here under:-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iii) Extension of building / bridge / culvert, Construction of new flexible pavement up to bituminous level which has been designed for a period of 3 years or more, Widening and strengthening of flexible pavement designed for a period of 3 years or more, Improvement of riding quality / Strengthening of flexible pavement designed for a period of 3 years or more; Providing only mastic asphalt layer over existing bituminous surface without providing bituminous profile corrective course / bituminous base course, the Defect Liability Period of the work shall be three years from the actual date of completion of the work;

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

28. Bid for 1st Call and subsequent calls (if any) will be guided by the West Bengal Panchayat (Zilla Parishad and Panchayat Samiti) Accounts and Finance Rules-2003 with related amendments published time to time by the Govt. of West Bengal and the order issued by Finance Department Vide Memo No 2320-F(Y) Dated 07.06.2022 as and where applicable.

29. Corrigendum of this NIT, if any, will only be published on the website: [wbtenders.gov.in](http://wbtenders.gov.in), as well as on the official website of this office: <https://bhanganr1block.com>, news dailies and notice board of this office.

30. Preparation of Bids/Tender Documents:

- a) The language of the Bid / Tender documents will be English.
- b) Documents Comprising the Bid/ Tender documents.

The Bid submitted by the Bidder shall be in two separate parts:

**Part-I:** This shall be named Technical Bid and shall comprise of Bidding documents (Technical Bid) and **Earnest money and Original or photocopy of Counter Foil/Bank Receipt for the Tender Participation fees.**  
Content of Bidding Documents: The set of bidding documents comprises the documents listed below a) Notice Inviting Tender, b) Conditions of Contract, c) Specifications (Schedule of Quantity), d) Bill of Quantities.  
[Tender with all other documents along with BOQs, brief description, rates, schedule of works, drawings, etc. of work including Tender documents can also be downloaded from Govt. of West Bengal e-tendering Web site: <http://wbtenders.gov.in>

**Part II:** It shall be named Financial Bid and shall comprise of Bill of Quantity [The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.]

**STATUTORY COVER CONTAINING THE FOLLOWING DOCUMENTS**

A) **Counter Foil/Bank Receipt** towards the cost of **Tender Participation fees** as prescribed in the E-NIT against each of the serials of work.

B) **Demand Draft towards Earnest Money (EMD)** as prescribed in the E-NIT against each of the serials of work in favor of the Executive Officer, Bhangar - I Panchayat Samiti.

C) N.I.T. (downloads properly and upload the same Digitally Signed). The rate will be quoted in the B.O.Q. Quoted rate will be encrypted in the B.O.Q. under Financial Bid. In case quoting any rate other than BOQ, the tender is liable to be summarily rejected.

**NON-STATUTORY/TECHNICAL DOCUMENTS AS MENTIONED AT SL. NO. 02 SHOULD BE ARRANGED IN THE FOLLOWING MANNER**

Click the checkboxes beside the necessary documents in the My Document list and then click the tab "Submit Non-Statutory Documents" to send the selected documents to the Non-Statutory folder. Next Click the tab "Click to Encrypt and upload" and then click the "Technical" Folder to upload the Technical Documents.

31. Tenderer may inspect the respective site of work and go through the set of tender papers, BOQs, rates, brief description, rates, schedule of works, drawings, all other details & related documents kept in the official establishment of the Executive Officer of the Panchayat Samity from 29.01.2024 to 09.02.2024 during office hours. The authorized representative of the Bidder who will supervise the day-to-day activities during construction should also be specified on the respective letterhead of the concerned bidder. A Work Order Book with triplicate pages must be kept at the site office of the agency for the work and day-to-day instruction, whenever required, will be recorded by the site engineers of the Panchayat Samity in connection with the work.

32. Bid Validity - Undertaking that the bid shall remain valid for a period of 180 (one hundred eighty) days after the deadline for the financial bid date for bid submission. A bid valid for a shorter period shall be rejected by the undersigned as a non-responsible bidder.

33. The pre-qualification documents alone will be opened on 12.02.2024 after 11-00 Hours by the Executive Officer, Bhangar-I Panchayat Samity in presence of bidders present.

The financial bid document of the technically qualified bidders will be opened for evaluation and selection of qualified bidders tentatively on 12.02.2024 after 14-00 Hours and the other bid documents will be unopened. No separate intimation will be given for this unless the above date is changed. In case of a change of date, due intimation will be given in news dailies, the website, and the notice board of this office. No individual intimation will be given. The name of the qualified bidders will be displayed on the office notice board.

**LIST OF IMPORTANT DATES AND DETAILS OF BIDS**

A. Name of the work.	: CONSTRUCTION WORK UNDER 15 <sup>TH</sup> CFCG UNDER BHANGAR-I PANCHAYAT SAMITI
B. Estimate Value of work put to.	: As stated against each scheme.
C. Bid validity of Tender.	: The offer will remain valid for acceptance for 180 days from the date of receipt of the tender.
D. Time of Completion of work.	: As stated against each scheme.
E. Bidders' eligibility to Submit a tender.	: As mentioned in Sl. No. 02 (x) of this E-NIT
F. Tender documents.	: As mentioned in Sl. No. 02 of this E-NIT
G. Tender Participation fees.	: As stated against each scheme according to the Sl. No. 03(ii) and according to the mentioned procedure in Sl. No. 03(iii) of this E-NIT.
H. Earnest Money/Bid Security.	: An amount as mentioned against each scheme according to the mentioned procedure in Sl. No. 03(iii) of this E-NIT.
I. Date and time for downloading of NIT.	: 29.01.2024 09-00 Hours to 09.02.2024 upto 17-00 Hours (as per Server clock)
J. Last date and time for submission of the bid.	: 09.02.2024 upto 17-00 Hours (as per server clock) of e-Tender
K. Tentative Date & Time of Opening.	: Technical bids : 12.02.2024 after 11-00 Hours (as per Server clock) Financial bids : 12.02.2024 after 14-00 Hours (as per Server clock)
L. Place of opening Bid.	: Bhangar-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 D/o, W/o \_\_\_\_\_ 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 180 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.

**Dated Signature of Applicant with Seal:**

(To be signed by the officer authorized by the Firm/Company to sign on behalf, the Firm/Company with company's seal)

Note: In case of sole proprietary concern, affidavit should be signed only by the sole proprietor.

(Title of the Officer)

(Title of the firm/Company)

(Date)

The above named deponent has understood the contents well and solemnly and sincerely declared and affirmed by the deponent in my presence at \_\_\_\_\_ and signed before me on this day of \_\_\_\_\_ (Seal).

(Signature of the Notary Public)

**SAMPLE FORMATE OF CONTRACT**

**CONTRACT OF WORKS/ MATERIAL SUPPLY**

THIS CONTRACT made on \_\_\_\_\_ (Date), between the EXECUTIVE OFFICER, BHANGAR-I PANCHAYAT SAMITY, SOUTH 24 PARGANAS ON BEHALF OF THE SAVAPATI, BHANGAR-I PANCHAYAT SAMITY,

(Name of Contractor), \_\_\_\_\_

(Address of Contractor) hereinafter

"The Second Party" of the other part:

WHEREAS "The First Party" desires that the work/works known as " \_\_\_\_\_ (Name of the scheme/works)

AT SL. NO. \_\_\_\_\_ VIDE E-NIT NO. \_\_\_\_\_ MEMO. NO. \_\_\_\_\_ DATED \_\_\_\_\_ " (Name of the Scheme & No) JL NO. \_\_\_\_\_, PLOT NO.- \_\_\_\_\_ (if applicable) should be executed by "The Second Party", as they have

accepted a tender/quotation submitted by "The Second Party" for the execution and completion of these Works and the remedying of any defects therein.

'The First Party' and 'The Second Party' agree as follows:

A. Execution of Work:-

- 1.The contractor will start the work within 7 days of the signing of this contract and complete the work/works in all respects within \_\_\_\_\_ days (Time of completion as specified in the NIT).
- 2.The contractor responsible for the execution of the work as per accept the "Schedule of agreed rates" (insert the quoted L1 rates as in the tender submitted by this bidder using the Standard Format) which shall be deemed to form and be read and construed as part of this contract.
- 3.The work will have to be carried out as per the technical specifications (including drawings) in the "Schedule of Requirements" which shall be deemed to for manded be read and construed as part of this contract.
- 4.The contractor will be responsible for proper adherence to all legal and statutory provisions relating to the execution of the work.
- 5.The contractor will be responsible for any damages, accidents, mishaps, or thefts at the work site during the execution of the work, and liabilities arising therefrom.
- 6.The concerned Junior Engineer nominated by the "The First Party" shall be entitled to make any alterations to the design, character, position, quantities, dimensions, or method of execution thereof, and to order for any extra or additional works to be done, the contractor will not be entitled to any compensation for any reduction or omission, but will be eligible for payments only for the actual amount of work done and for the approved material furnished against a specific item in the schedule of work as per the specified rates.
- 7.In the event of any of the provisions of the contract requiring amendment, the amendments shall be made in writing and shall be signed by "The First Party". Any amendment shall not proceed without a mutually agreed and signed an amendment to that effect. Any verbal contracts/understandings relating to abandoning, modifying, extending, reducing, or supplementing any part(s) of the contracted work will not be executed until they are incorporated as a formal duly signed amendment to the contract.
- 8.The permitted enlargement, extension, reduction, omissions, alterations, or additions resulting from a formal duly signed amendment to the contract will not affect the validity or any other conditions of the contract except for those conditions that are explicitly specified in the formal duly signed amendment to the contract.

B. Special Conditions:-

The contractor will be responsible for compliance on Environmental & Social Management Framework(ESMF) conditionalities viz:

1. No Child labour will be engaged.
2. The contractor shall pay to labour employed, wages not less than fair wages as per the provisions of the contract labour (Regulation and Abolition Act, 1970 and the contract labour (Regulation and Abolition) Central Rules 1971 wherever applicable.
3. The contractor shall obey the forest protection rules and not be involved in the cutting of trees at the work site, shall not be involved in the destruction of archaeological importance, shall not encroach on any type of land, will never cause conflict among community groups, shall never be involved in the construction of roads on fertile agricultural land or encroaching on waterbodies.
4. Cleanliness at the work site:



a) The Contractor shall not store materials on any site in any manner which may inconvenience the public.

b) The contractor shall undertake to have the site cleaned, free from rubbish/building materials, etc. to the satisfaction of the Junior Engineer nominated by the "The First Party"/"The First Party" himself/herself. All surplus materials, rubbish, etc. will be removed from the places and no additional payment will be made for the purpose. On the premises during construction or after repairs, shall remove the same and keep the site neat and tidy during the progress of the work.

5. In case of the sinking of the tube well, testing of water quality by the authorized organization is to be done by the contractor, before taking up the work. The test report is to be submitted before the Junior Engineer nominated by the "The First Party"/"The First Party" himself/herself before the work is started.

**C. Acceptance of work and payment for work completed:-**

1. The Work done will be inspected and measured as per PRDD/West Bengal PWD norms by the Junior Engineer nominated by the "The First Party" and admissible payment will be determined on the basis of the schedule of agreed rates.
2. Payments shall be made only against the "Running Account bill" in two parts, one or more Running Account bills and the final account bill through the RTGS/NEFT/Letter of Advice. Running Account bills shall be settled and paid preferably within 10 days from the date of submission of bills after satisfactory verification and for other works within three weeks following the date of submission of the final bill after satisfactory verification of the total claim with reference to all related records and papers.
3. If the work is not completed within the stipulated completion period due to fault (s) of the contractor, penalty as liquidated damages for the delay incompletion will be charged not exceeding 1(one) % of the value of work for each day of delay in execution of works as agreed upon which will be recovered from the security money in the realization of such penalty and if there is any additional amount due on this account that should be realized from the contractor concerned through due process of law.
4. Security deposit @ 10%/3% of each and every running / final bill shall be deducted after adjusting EMD and the total deducted amount along with the EMD will be treated as a security deposit and retained till the successful expiry of the defect liability period of 03 months or 01 or 03 or 05 years (as per nature of works).
5. The ITDS and GSTDS will be deducted from the bill as per Income Tax and Goods & Service Tax rule. Labour cess shall also be deducted from the bill as per prevalent labour laws, SGST and CGST will be deducted from the bills as per prevalent GSTIN laws.
6. The contractor will entirely be responsible for the rectification of any defects during this period. The security deposit retained as per the clause above will be returned within 10 days from the date of submission of the claim after satisfactory verification after the successful expiry of the defect liability period.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed by.....

Signed by.....

for and on behalf of 'the First Party'  
in the presence of

for and on behalf 'the Second Party'  
in the presence of

Witness:

Witness:

01.

01.

Name:

Name:

Address:

Address:

02.

02.

Name:

Name:

Address:

Address:

03.

03.

Name:

Name:

Address:

Address:

*dala 29/01/24*  
Executive Officer  
Bhangar - I Panchayat Samiti  
South 24 Parganas

NIT NO: WB\_S24PGS/BH-I P.S./EO/95-NIT-44 (2<sup>nd</sup> CALL)/E-TENDER/2023-24/1 (27)

Dated: 29.01.2024

Copy forwarded for information and necessary action to:-

01. The Sabhadhipati, South 24-Parganas Zilla Parishad.
02. The District Magistrate, South 24-Parganas.
03. The Dist. Panchayat & Rural Dev. Officer, South 24 Parganas.
04. The District Planning Officer, South 24 Parganas.
05. The Sub-Divisional Officer, Baruipur, South 24-Parganas.
06. The Secretary, South 24-Parganas Zilla Parishad.
07. The Savapati, Bhangar.-I Panchayat Samity.
08. The Sahakari Savapati, Bhangar.-I Panchayat Samity.
09. The Junior Engineer(WRDO)/(RD)/(RWS), Bhangar-I Dev. Block.
10. The Officer-in-charge, Bhangar Police Station.
11. The B.L. & L.R.O, Bhangar-I Block.
- 12-20. The Prodhan, \_\_\_\_\_ Gram Panchayat.
- 21-26. The B.D.O, Baruipur /Joynagar-I/Joynagar-II/Kultali / Sonerpur /Bhangar-II.
27. The Notice Board.

*dala 29/01/24*  
Executive Officer  
Bhangar - I Panchayat Samiti  
South 24 Parganas