

Standard Bidding Document

for

e – Procurement No. : 01/2021-2022

No. – 3 Chakvrigu Gram Panchayat

Village – Chakvrigu, Post - Chakvrigu

Balurghat, Dakshin Dinajpur

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Section – 1

Critical Date & Time Schedule, Notice Inviting e - Tender

OFFICE OF THE 3 NO. CHAKVRIGU GRAM PANCHAYAT

Vill. - Chakvrigu, P.O-Chakvrigu

P.S.-Balurghat, DIST.- Dakshin Dinajpur

NOTICE INVITING e-TENDER

e-N.I.T No - 01/2021-2022

Dt :- 28/10/2021

Memo no- 478 /CGP

Encrypted electronic bids are hereby invited by the Panch. No. - 3 Chakvrigu Gram Panchayat through a single stage two part e-Procurement System; (Part I: Techno-commercial bid and Part II: Financial bid) for the 'LIST OF WORKS' given below from eligible bonafied contractors/agencies/bidders having specified Pre-Qualification (eligibility) credential for execution of works of similar nature and desired financial capabilities. The technical bid in Part-I would require the bidder to qualify for the next phase of financial bid: Part-II, in which L1 bid price would determine the final selection and acceptance of a bidder for award of the Procurement of Goods & Works contract.

Intending contractors/bidders desirous of participating in this e-Tender are required to login to the Government of West Bengal e-Procurement website having URL <https://wb-tenders.gov.in>, or by logging-in using their assigned User ID and password. They may also visit the official website having URL www.dinajpur.nic.in to locate the same e-Tender.

The interested bidders eligible for the tender are required to submit their bids through the e-Procurement System using their valid DSC eToken with assigned PIN using login ID and password.

CRITICAL DATE AND TIME SCHEDULE

Sl. No.	Particulars	Date & Time
1	Date of uploading of NIT Documents (Publishing Date)	08/11/2021 , 12:00 PM
2	Documents download start date	08/11/2021 , 12:00 PM
3	Documents download end date	18/11/2021, 5:00 PM
4	Bid Submission start date	08/11/2021 , 12:00 PM
5	Bid Submission closing date	18/11/2021, 5:00 PM
6	Bid opening date for Technical Proposals	23/11/2021, 12:00 PM
7	Bid opening date for Financial Proposal	25/11/2021, 12:00 PM
8	Pre Bid Meeting Date	09/11/2021 , 12:00 PM

The applicant bidders/contractors are advised to carefully read all the "Terms & Conditions" contained in this e-Notice Inviting Tender (e-NIT). He/she should particularly go through the minimum desired Prequalification (PQ) works & OI credential with financial eligibility criteria and satisfy himself/herself of all the mandatory eligibility requirements. Bidders desirous of participating in the e-Tender should submit bids only if they fulfill the minimum PQ eligibility criteria and are in possession of all the required PQ Credential documents "in original" as these may be summoned by the Tendering authority for verification purposes.

LIST OF WORKS e-NIT - 01/2021-2022

Sl. No.	Name of Work//Project/Procurement*	Estimated Amount put to Tender (Tender Value) (Rs.)	Earnest Money (EMD) (Rs.)	Participation Charge (Rs.)	Time allowed for completion (In English Calendar days)	Source of fund	Credential required in Rs.
1	Construction of Cement Concrete Road from Football Field towards Dakra Vest Para, at Dhaul Sansad. UNDER NO.3 CHAKVRIGU GRAM PANCHAYAT IN BALURGHAT BLOCK, DISTRICT- DAKSHIN DINAJPUR VIDE AAP NO. 37/20-21 WITH 15th FC FUND. Work id. - 34907957	139627.00	2800.00	250.00	45 Days	15 th FC	84000.00
2	Construction of Pucca Drains with slab from Dakra Mahamaya Durgamandir towards Barabar Pucca Nardama at Dhaul Sansad. UNDER NO.3 CHAKVRIGU GRAM PANCHAYAT IN BALURGHAT BLOCK, DISTRICT- DAKSHIN DINAJPUR VIDE AAP NO.39/20-21 WITH 15th FC FUND. Work id. : 34815218	229446.00	4600.00	500.00	45 Days	15 th FC	138000.00
3	Construction of Water Reservoir near Mangi Orso house at Dhaul Sansad under No. - 3 Chakvrigu Gram Panchayat. AAP - 40/20-21. Fund - 15th FC. Work id :	252706.00	5100.00	500.00	60 Days	15 th FC	152000.00
4	Construction of Water Reservoir near Dhaul FP School at Dhaul Sansad under No. - 3 Chakvrigu Gram Panchayat. AAP - 41/20-21. Fund - 15th FC. Work id :	252706.00	5100.00	500.00	60 Days	15 th FC	152000.00

	Construction of Pucca Drain with slab from H/O Sukhendu Chakrabarty towards FP School at Beline Sansad. UNDER NO.3 CHAKVRIGU GRAM PANCHAYAT IN BALURGHAT BLOCK,DISTRICT- DAKSHIN DINAJPUR VIDE AAP.NO.46/20-21 WITH 15th FC FUND. Work Id: - 34929583	233874.00	4700.00	500.00	45 Days	15 th FC	141000.00
6	Construction of Water Reservoir near Bidyut Sangha Club at Beline Sansad under No. - 3 Chakvrigu Gram Panchayat, AAP - 47/20-21. Fund - 15th FC. Work Id: - 34914221	252706.00	5100.00	500.00	60 Days	15 th FC	152000.00
7	Construction of Water Reservoir near Bagarpara SXK at Beline Sansad under No. - 3 Chakvrigu Gram Panchayat, AAP - 48/20-21. Fund - 15th FC. Work Id: - 34922519	252706.00	5100.00	500.00	60 Days	15 th FC	152000.00
8	Construction of Pucca Drain with slab from H/O Naresh Pramanik towards H/O Paritosh Sarkar at Mamna Sansad. UNDER NO.3 CHAKVRIGU GRAM PANCHAYAT IN BALURGHAT BLOCK,DISTRICT- DAKSHIN DINAJPUR VIDE AAP.NO.53/2021 WITH 15th FC FUND. Work Id: - 34928010	123320.00	2500.00	250.00	45 Days	15 th FC	74000.00
9	Construction of Water Reservoir near Mikhail Hemrom shop at Ketna at Mamna Sansad under No. - 3 Chakvrigu Gram Panchayat, AAP - 55/20-21. Fund - 15th FC. Work Id: - 34926659	252706.00	5100.00	500.00	60 Days	15 th FC	152000.00
10	Construction of Cement Concrete Road from H/O Gobinda Halder towards H/O Tagar Mahanta, at Ankhirapara sansad. UNDER NO.3 CHAKVRIGU GRAM PANCHAYAT IN BALURGHAT BLOCK,DISTRICT- DAKSHIN DINAJPUR VIDE AAP.NO. 58/20-21 WITH 15th FC FUND. Work Id: - 34925511	147882.00	3000.00	250.00	45 Days	15 th FC	89000.00
11	Construction of Pucca Drain with slab from H/O Bablu Swarnakar towards H/O Kabiraj Kisku at Ankhirapara Sansad. UNDER NO.3 CHAKVRIGU GRAM PANCHAYAT IN BALURGHAT BLOCK,DISTRICT- DAKSHIN DINAJPUR VIDE AAP.NO.60/20-21 WITH 15th FC FUND. Work Id: - 34934234	230378.00	4700.00	500.00	45 Days	15 th FC	139000.00
12	Construction of Pucca Drain with slab from Soyatala towards Math at Ankhirapara Sansad. UNDER NO.3 CHAKVRIGU GRAM PANCHAYAT IN BALURGHAT BLOCK,DISTRICT- DAKSHIN DINAJPUR VIDE AAP.NO.61/20-21 WITH 15th FC FUND. Work Id: - 34924124	93114.00	1900.00	250.00	45 Days	15 th FC	56000.00
13	Construction of Pucca Drain with slab from Chakchandan Handmade Well towards H/O Kala Pal at Gobindapur Sansad. UNDER NO.3 CHAKVRIGU GRAM PANCHAYAT IN BALURGHAT BLOCK,DISTRICT- DAKSHIN DINAJPUR VIDE AAP.NO.66/2021 WITH 15th FC FUND. Work Id: - 34933374	229003.00	4600.00	500.00	45 Days	15 th FC	138000.00
14	Construction of Pucca Drain with slab from H/O Haren Pramanik towards H/O MaBa Murmu at Gobindapur Sansad. UNDER NO.3 CHAKVRIGU GRAM PANCHAYAT IN BALURGHAT BLOCK,DISTRICT- DAKSHIN DINAJPUR VIDE AAP.NO.67/2021 WITH 15th FC FUND. Work Id: - 34933325	170697.00	3500.00	250.00	45 Days	15 th FC	103000.00
15	Construction of Water Reservoir near Gobindapur ICDS Centre at Gobindapur Sansad under No. - 3 Chakvrigu Gram Panchayat, AAP - 68/20-21. Fund - 15th FC. Work Id: -	252706.00	5100.00	500.00	60 Days	15 th FC	152000.00
16	Construction of Pucca Drain with slab from H/O Nayan Doctor towards Chakchandan Kuar Par at Gobindapur Sansad. UNDER NO.3 CHAKVRIGU GRAM PANCHAYAT IN BALURGHAT BLOCK,DISTRICT- DAKSHIN DINAJPUR VIDE AAP.NO.69/2021 WITH 15th FC FUND. Work Id: - 34935963	216745.00	4400.00	500.00	45 Days	15 th FC	131000.00
17	Construction of Pucca Drain with slab from H/O Suman Mandal towards H/O Anil Mandal at Mayamari Sansad. UNDER NO.3 CHAKVRIGU GRAM PANCHAYAT IN BALURGHAT BLOCK,DISTRICT- DAKSHIN DINAJPUR VIDE AAP.NO.73/2021 WITH 15th FC FUND. Work Id: - 34937482	220894.00	4500.00	500.00	45 Days	15 th FC	133000.00
18	Construction of Pucca Drain with slab from H/O Anil Mandal towards H/O Purna Chandre Mandal at Mayamari Sansad. UNDER NO.3 CHAKVRIGU GRAM PANCHAYAT IN BALURGHAT BLOCK,DISTRICT- DAKSHIN DINAJPUR VIDE	233945.00	4700.00	500.00	45 Days	15 th FC	141000.00

	AAP NO.74/2021 WITH 15th FC FUND. Work Id: 34928380						
19	Construction of Pucca Drain with slab from Chakchandan Club towards H/O Ranjit Mahato at Mayamari Sansad. UNDER NO.3 CHAKVRIGU GRAM PANCHAYAT IN BALURGHAT BLOCK,DISTRICT- DAKSHIN DINAJPUR VIDE AAP NO.75/20-21 WITH 15th FC FUND. Work Id: 34930256	230866.00	4700.00	500.00	45 Days	15 th FC	139000.00
20	Construction of Water Reservoir near Shyamal Deb house at Mayamari Sansad under No. - 3 Chakvrigu Gram Panchayat. AAP - 76/20-21. Fund - 15th FC. Work Id : 34927171	252706.00	5100.00	500.00	60 Days	15 th FC	152000.00
21	Construction of Water Reservoir near Chakchandan SSK at Mayamari Sansad under No. - 3 Chakvrigu Gram Panchayat. AAP - 77/20-21. Fund - 15th FC. Work Id :	252706.00	5100.00	500.00	60 Days	15 th FC	152000.00
22	Construction of Pucca Drain with slab from H/O Mantu Mahato towards H/O Hemanta Mahato at Kuaran Sansad. UNDER NO.3 CHAKVRIGU GRAM PANCHAYAT IN BALURGHAT BLOCK,DISTRICT- DAKSHIN DINAJPUR VIDE AAP NO.81/2021 WITH 15th FC FUND. Work Id: - 34923435	209035.00	4200.00	500.00	45 Days	15 th FC	126000.00
23	Construction of Pucca Drain with slab from H/O Makhn Kerketta towards H/O Samuel Tapno at Kuaran Sansad. UNDER NO.3 CHAKVRIGU GRAM PANCHAYAT IN BALURGHAT BLOCK,DISTRICT- DAKSHIN DINAJPUR VIDE AAP NO.82/2021 WITH 15th FC FUND. Work Id: - 34928768	348442.00	7000.00	500.00	45 Days	15 th FC	210000.00
24	Construction of Water Reservoir near Mantu Mahato house at Kuaran Sansad under No. - 3 Chakvrigu Gram Panchayat. AAP - 84/20-21. Fund - 15th FC. Work Id : 34930552	252706.00	5100.00	500.00	60 Days	15 th FC	152000.00
25	Construction of Dakra Sashan Shed at Dakra at Dhaul Sansad under No. - 3 Chakvrigu Gram Panchayat. AAP - 38/20-21. Fund - 15th FC. Work Id : 34908896	167058.00	3400.00	250.00	60 Days	15 th FC	100300.00
26	Construction culvert front side of Mamna FP school at Mamna Sansad. UNDER NO.3 CHAKVRIGU GRAM PANCHAYAT IN BALURGHAT BLOCK,DISTRICT- DAKSHIN DINAJPUR VIDE AAP NO.52/2021 WITH 15th FC FUND. Work Id: - 34922021	72730.00	1500.00	250.00	45 Days	15 th FC	44000.00
27	Drinking water reserver of Sayatola at Ankhirapara Sansad under No. - 3 Chakvrigu Gram Panchayat. AAP - 62/20-21. Fund - 15th FC. Work Id : 34933794	252706.00	5100.00	500.00	60 Days	15 th FC	152000.00

1. Tender Fee and Earnest Money Deposit (EMD)

i. **Tender Fees:** (non-refundable) has to be paid through **RTGS/NEFT** from the bidder's own Account from any nationalized bank in favour of The Prodhan, No. - 3 Chakvrigu Gram Panchayat in the account No. - **5114010000421** and IFSC Code - **PUNBORRBBGB** (Bangiya Gramin Vikash Bank, Chakvrigu Branch). The Scan Copy should be uploaded with UTR No. & name of work with sl.no. **No other modes are accepted.**

ii. **(a) Earnest Money Deposit (EMD):** The amount of Earnest Money should be paid through **RTGS/NEFT** from the bidder's own account from any nationalized bank in favour of "THE PRODHAN, NO. - 3 CHAKVRIGU GRAM PANCHAYAT." in the Account no. **5114010000421** and IFSC Code **PUNBORRBBGB** (Bangiya Gramin Vikash Bank, Chakvrigu Branch). the scan copy should be uploaded with UTR no. & name of work with sl. no. **No other modes are accepted.**

If the bidder is exempted from payment of EMD by the State Finance Department, the Govt order for such exemption is to be uploaded while opting for EMD exemption category. Any misjudgment and resultant non submission of EMD will lead to rejection of the bid. However, all other PQ credentials are to be fulfilled by each bidder.

2. Pre-bid Meeting: Pre-Bid meeting would be held in the office chamber of the Tender Inviting Authority (TIA), which shall be notified in the date schedule of e-NIT for all works, in order to acclimatize the prospective contractors/bidders through an interactive open session, replying to their queries, and clear doubts in connection with the tendered work/s, if any.

[Note : All the work should follow Schedule of Road & Bridge Work – 2018 w.e.f 30/08/2018 & Building Works w.e.f. 01/11/2017 under Public Works Department, Schedule of Rates – Volume III]

[NOTE : As per Memo No. – 4608 – F(Y) , Dated – 18th July, 2018, Additional Performance Security @ 10% of the tendered amount shall be obtained from the successful bidder if the accepted bid value is 80% or less of the Estimate put to tender.]


Pradhan
K. Pradhan
Chakvrigu G.P.
Balurghat Block, D.Dinajpur

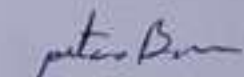
No. – 3 Chakvrigu Gram Panchayat

Memo No. - 478 /1(10)/CGP

Date – 28/10/2021

Copy forwarded for information and with a request for making an arrangement to display the notice for wide publicity to :-

1. The SDO , Balurghat, Dakshin Dinajpur
2. The BDO , Balurghat Development Block, Balurghat, Dakshin Dinajpur
3. The D.I.O. N.I.C. Dakshin Dinajpur for upload of NIT.
4. The E.A. Chakvrigu G.P.
5. The N.S. Chakvrigu G.P.
6. The Secretary, Chakvrigu G.P.
7. The Sanchalok, Silpo – O – Parikatham Upasamity
8. The Sanchalok, Shiksha – O – Janaswastha Upasamity
9. Office Notice Board
10. Office Copy


Pradhan
No. 3 Chakvrigu G.P.
Balurghat Block, D.Dinajpur

No. – 3 Chakvrigu Gram Panchayat

Section – 2

Instruction to Bidders

&

Qualification information

All Bonafied Indian contractors/Agencies/Organizations, Registered Companies/ Firms including Registered Partnership Firms, Proprietorship Firms, Registered Consortiums & valid 'Joint Ventures' and contractors/bidders having DSC & Pre-Qualification (PQ) Credential and having successfully completed similar nature project are eligible to participate subject to fulfilling the other PQ eligibility criteria laid down in the subsequent paragraph.

2. Submission of bid

2.1 General procedure for submission of e-bid

Bids are to be submitted electronically through the e-Procurement portal www.wbtenders.gov.in. All documents uploaded by the Prodnan, No. - 3 Chakrigu Gram Panchayat on behalf of the Artho - O - Parikalpana Upasamity forms an Integral part of the works contract/Agreement. Contractors/bidders are required to upload the entire tender documents along with all other relevant PQ credential documents as asked for in the e-NIT, electronically, through the above portal within the stipulated date and time as notified in the e-NIT. Tenders are to be submitted in two parts/folders at the same time for each work, one being 'Technical Proposal' and the other 'Financial Proposal'. The contractor/bidder should carefully go through all the documents of the e-tender and upload the scanned copies of his/her/their original documents in 'Portable Document Format' (PDF) files in the designated links in the web portal as their 'Technical Bid'. He/she needs to fill up the financial offer/bid price/ rates in percentage above or below or 'At-Par' in the downloaded BOQ of the work in the designated cell in 'Excel sheet only', and upload the same in the designated link of the portal as their 'Financial Bid'. Contractors/bidders should especially take note of all the Addenda or Corrigenda notices related to the e-Tender and upload all of these documents forming a part of their e-bid as tender document. Documents uploaded in the e-Tender portal by the contractors/bidders containing requisite information & financial bid/rate comprising 'Technical bid' and 'Financial bid' are submitted concurrently, which cannot be changed after end date and time fixed for submission of the e-Tender. Extension of last date for e-bid submission or insertion of any of Addendum/Corrigendum, if unavoidable is to be notified as per Finance Department guidelines in the e-Procurement Portal and in Notice boards. Whenever any corrigendum is issued irrespective of the content (date corrigendum or otherwise), due date of submission of bid will be extended by 7 (seven) calendar days to be published before expiry of the last date for original validity period of bid submission. Extension of last date and time for bid submission by issuance of a Corrigendum shall not be treated as 2nd Call or Re-tender.

The document required for the e - NIT must be uploaded in the designated link, otherwise the tender will be summararily rejected.

2.2 Technical Proposal

The Technical Proposal should contain scanned PDF files of all documents in the following standardized formats in two part covers or folders. Tenders may be liable for rejection if any following items with specified file name are missing.

Cover No.	Cover	Document Type	Descriptions (File Name)
1	Pre-Qual/Technical	.pdf	EMD_Participation Charge
		.pdf	NIT_Corrigendum
		.pdf	Agreement
		.pdf	Declaration
1.1	OID folder	.pdf	Referred to clause-3.2B

The Declaration should be in Non - Judicial Stamp Paper worth Rs. 10.00

2.2 A Descriptions of Technical (Pre-Qual) Covers

i. EMD_Participation Charge file: In this folder, during e - bid submission upload scan copy of EMD & Participation Charge receipt (ONLY NEFT / RTGS) with name of agency & e - NIT no. with serial no. The EMD exemption order (if any) merged with this.

ii. 'NIT_Corrigendum file': e-Notice Inviting Tender is to be downloaded in entirety, and uploaded during e-bid submission in "NIT_Corrigendum" file. 'Corrigenda/Addenda' if published in connection with the NIT is to be uploaded in the 'NIT_Corrigendum' folder merged with e-NIT documents during e-bid submission. Contractors/bidders are required to keep track in the e-Procurement website www.wbtenders.gov.in for all the Addenda or Corrigenda notices and documents published in connection with a particular e-Tender within the bidding period and upload the same. Tenders submitted without Addendum/Corrigendum (if any) are liable to be treated as incomplete and thereby liable for disqualification or rejection.

iii. 'Agreement' file: Contract /Agreement published in the e-Tender are to be downloaded and uploaded during e-bid submission in Agreement file.

iv. 'Declaration' file: The declaration annexed below is to be filled up completely in Rs. 10.00 non - judicial stamp, merged and uploaded during bid submission in "Declaration" file.

2.2 B. My Document [OID* Cover] containing:

It is desired that PDF files of all other original documents in support of their eligibility shall have to be submitted under the OID cover folders as detailed below. No other sub folder in any type of folder is allowed.

no.	Category	Sub-category (File Name)	Sub-category description
1	Certificates	certificates.pdf	1. Latest Professional Tax Payment Certificate (PTPC) or, PT deposit challan for current financial year or Government Order for exemption in other States where ever applicable. 2. Valid PAN Card in the name of bidder/organization. 3. Income Tax Return of Assessment Year – (Three preceding assessment year) 4. Valid GSTIN under GST Act & Rules with current GST Return. 5. Trade Registration Certificate for current financial year.
2	Company Details	companydetails.pdf	1. For Partnership Firms: Legally valid Partnership Deed, Form-VIII/ Memorandum of Registration of Registrar of Firms 2. For Companies: Incorporation Certificate, List of current owners/ Directors/Board Members 3. For State Registered Co-operative Societies: Society Registration certificate from ARCS of the State /Society by-Laws, last 3 years Auditor's Report of Directorate of Co-operative Audit .
3	Credential of works	Credential .pdf	1. Work Order duly authenticated by issuing authority within the zone of preceding three financial years whichever is available with similar nature of work. 2. Completion Certificate of one 100% completed work as desired in the NIT as the Credential Certificate (CC) duly authenticated by competent authority of within the zone of preceding three financial years whichever is available. [Note: The work order & completion certificate should be the same work]
4	Financial credential	Payment certificate.pdf	1. All 100% Payment Certificates of competent authorities during preceding three FY whichever is available of the same work of above. [Note: The work order, completion certificate & payment certificate should be the same work]

* OID denotes Other Important Documents.

Note:

(i) It is desirable that all documents stated above in PDF files shall be uploaded by bidders only in specified designated name. **No off-line document will be accepted and considered during tender evaluation stage from bidders.**

(ii) If the State Registered Co-operative Societies was set up less than three years ago, audited balance sheets and P/L Accounts for the number of years since inception are to be submitted under Technical cover and the average value would be evaluated only for the period since inception and not three years.

iii. No file in Technical / Pre-Qual cover or OID cover folder is allowed by the system to be kept blank/empty. Where ever the forms and documents are uploaded by the Prodhan, on behalf of Artho – O – Parikalpana Upasamity, the same is to be downloaded, duly filled up, converted to pdf file, and again uploaded, forming a part of tender document. Relevant blank Forms are to be firstly downloaded by the bidders from the NIT in e-Procurement portal, filled up completely and again uploaded with their electronic bid.

2.3 Financial proposal / bid under Financial cover:- The financial bid should contain the following documents in one cover or folder.

Cover No.	Cover	Document Type	Descriptions
2	Finance	.xls	BOQ

i. Bill of Quantities (BOQ): The contractor/bidder is required to quote the financial offer/bid price or rate as percentage above or below the estimated amount put to tender or 'at-par' with tender value, in the space marked for quoting rate in the BOQ of the tendered work.

ii. Only the downloaded sheet of the above document in Excel format is required to be uploaded by the contractor/bidder.

iii. BOQ without a valid numeric rate at the designated space provided in the BOQ will be disqualified and rejected outright. Contractors/bidders willing to quote "at-par" rate shall need to write "0" in the 'space' provided for rates in the BOQ of the tendered work.

3. Penalty for suppression / distortion of facts and withdrawal of L1 bidder before/ after acceptance of LOA

If a contractor/bidder fails to physically produce the originals of documents on demand by the Prodhan on behalf of Artho – O – Parikalpana Upasamity which were submitted as soft copies in PDF files with their e-bids within a specified time frame, need arising due to any material deviations detected in the uploaded soft copies, leading to specific doubts which could not be cleared by enquiry from issuing authority of these documents or if there is any suppression/distortion/falsification noticed/detected/ pointed out at any stage of the e-tender process prior to signing of Contract-Agreement or the issue of LOA, the Artho – O – Parikalpana Upasamity will take appropriate penal measures as stated in **Clause 4** below. The concerned Prodhan then will issue the necessary order in writing with intimation to the defaulting contractor/bidder.

4. PROCEDURE FOR SUSPENSION AND DEBARMENT OF SUPPLIERS/ CONTRACTORS

A. SCOPE: The procedures laid down in subsequent paragraphs shall govern the suspension and debarment of suppliers, contractors and bidders ["Contractors" for brevity) involved in Government procurement for offenses or violations committed during competitive bidding and contract implementation, or even later for the works under No. 3 Chakvrigu Gram Panchayat

B. PROHIBITION ON SUSPENDED / DEBARRED PERSONS / ENTITIES TO PARTICIPATE IN THE BIDDING OF GOVERNMENT PROJECTS / CONTRACTS OF THE DEPARTMENT A person / entity that is suspended / debarred by a procuring entity shall not be allowed to participate in any procurement process under No. - 3 Chakvrigu Gram Panchayat during the period of suspension / debarment unless the same has been revoked by the competent authority.

C. GROUNDS FOR SUSPENSION AND DEBARMENT DURING BIDDING PROCESS UPTO RECEIVING OF LOA / AGREEMENT / WORK ORDER

- (1) Unauthorized use of one's name/digital signature certificate for the purpose of bidding process.
- (2) Submission of eligibility requirements containing false information or falsified documents.
- (3) Any documented unsolicited attempt by a bidder (A Person/Contractor/Agency /Joint Venture/Consortium/Corporation participating in the procurement process and/or a person / Contractor / Agency / Joint Venture / Consortium / Corporation having an agreement/contract for any procurement with the department shall be referred as Bidder) unduly influencing the outcome of the bidding in his favour.
- (4) All other acts that tend to defeat the purpose of the competitive bidding such as lodging false complain about any Bidder, lodging false complain about any Officer duly authorized by the Department, restraining any interested bidder to participate in the bidding process, etc.
- (5) Whenever adverse reports related to adverse performance, misbehaviour, direct or indirect involvement in threatening, making false complaints etc. damaging the reputation of the department or any other type complaint considered fit by the competent authority of the department.
- (6) Refusal to accept an award after issuance of "Letter of Acceptance".

D. GROUNDS FOR SUSPENSION AND DEBARMENT AFTER RECEIVING WORK ORDER AND UPTO COMPLETION OF WORK

- (7) Assignment and subcontracting of the contract or any part thereof without prior written approval of the procuring entity.
- (8) Failure of the Contractor, due solely to his fault or negligence, to mobilize and start work or performance within the specified period as mentioned in the "Letter of Acceptance",
- (9) Failure by the Contractor to fully and faithfully comply with its contractual obligations without valid cause, or failure by the Contractor to comply with any written lawful instruction of the Procuring Entity/Authority or its representative(s) pursuant to the implementation of the Contract.
- (10) (i) Specifying materials which are inappropriate and substandard or way above acceptable standards leading to high procurement cost; ii) Allowing defective workmanship or works by the Contractor.

D. CATEGORY OF OFFENCE :- (A) First degree of offence: 1 to 10 of the above to be considered as First degree of offence. (B) Second degree of offence: Any one of the offences as mentioned under 'A' above, committed by a particular Bidder/Contractor/Supplier on more than one occasion, be considered as Second degree of offence.

In addition to the penalty of suspension/debarment, the bid security / earnest money posted by the concerned Bidder or prospective Bidder shall also be forfeited.

E. PENALTY FOR OFFENCE :-

(i) For committing First degree of offence: Disqualifying a Bidder from participating in any procurement process under No. - 3 Chakvrigu Gram Panchayat up to 1 (One) year. (ii) For committing Second degree of offence: Disqualifying a Bidder from participating in any procurement process under No. - 3 Chakvrigu Gram Panchayat up to 2 (Two) years.

5. Taxes & duties to be borne by the Contractor/bidder: In view of introduction of GST with effect from 01.7.2017, all the bidders

intending to participate in this e-tender should offer their financial bids inclusive of GST applicable for entire composite works/Procurement of goods & services, labour intensive component contained in the BOQ, Income Tax, Royalty, GST (CGST, SGST, IGST), Construction Workers' Welfare Cess, Labour Insurances EPF and similar other statutory levy / cess will have to be borne by the contractor/bidder and his/her quoted rate should be quoted accordingly after considering all these charges, and no separate payment towards any of the statutory taxes rents or levies shall be made by the work implementing authority.

6. Site inspection prior to submission of tender Before submitting e-tender: The intending contractor/bidder should make themselves

acquainted thoroughly with the local conditions prevailing at site of implementation of the work by undertaking field inspections and taking into consideration all probable factors and difficulties to be involved during execution of the work as per specification in all respects including transportation of materials, communication facilities, climate conditions, nature of soil, availability of local labourers and market rates prevailing in the locality etc. and no claim whatsoever will be entertained on those accounts afterwards.

B. PROHIBITION ON SUSPENDED / DEBARRED PERSONS / ENTITIES TO PARTICIPATE IN THE BIDDING OF GOVERNMENT PROJECTS / CONTRACTS OF THE DEPARTMENT A person / entity that is suspended / debarred by a procuring entity shall not be allowed to participate in any procurement process under No. - 3 Chakvrigu Gram Panchayat during the period of suspension / debarment unless the same has been revoked by the competent authority.

C. GROUNDS FOR SUSPENSION AND DEBARMENT DURING BIDDING PROCESS UPTO RECEIVING OF LOA / AGREEMENT / WORK ORDER

- (1) Unauthorized use of one's name/digital signature certificate for the purpose of bidding process.
- (2) Submission of eligibility requirements containing false information or falsified documents.
- (3) Any documented unsolicited attempt by a bidder (A Person/Contractor/Agency /Joint Venture/Consortium/Corporation participating in the procurement process and/or a person / Contractor / Agency / Joint Venture / Consortium / Corporation having an agreement/contract for any procurement with the department shall be referred as Bidder) unduly influencing the outcome of the bidding in his favour.
- (4) All other acts that tend to defeat the purpose of the competitive bidding such as lodging false complain about any Bidder, lodging false complain about any Officer duly authorized by the Department, restraining any interested bidder to participate in the bidding process, etc.
- (5) Whenever adverse reports related to adverse performance, misbehaviour, direct or indirect involvement in threatening, making false complaints etc. damaging the reputation of the department or any other type complaint considered fit by the competent authority of the department.
- (6) Refusal to accept an award after issuance of "Letter of Acceptance".

D. GROUNDS FOR SUSPENSION AND DEBARMENT AFTER RECEIVING WORK ORDER AND UPTO COMPLETION OF WORK

- (7) Assignment and subcontracting of the contract or any part thereof without prior written approval of the procuring entity.
- (8) Failure of the Contractor, due solely to his fault or negligence, to mobilize and start work or performance within the specified period as mentioned in the "Letter of Acceptance".
- (9) Failure by the Contractor to fully and faithfully comply with its contractual obligations without valid cause, or failure by the Contractor to comply with any written lawful instruction of the Procuring Entity/Authority or its representative(s) pursuant to the implementation of the Contract.
- (10) (i) Specifying materials which are inappropriate and substandard or way above acceptable standards leading to high procurement cost; iii) Allowing defective workmanship or works by the Contractor.

D. CATEGORY OF OFFENCE :- (A) First degree of offence: 1 to 10 of the above to be considered as First degree of offence. (B) Second degree of offence: Any one of the offences as mentioned under 'A' above, committed by a particular Bidder/Contractor/Supplier on more than one occasion, be considered as Second degree of offence.

In addition to the penalty of suspension/debarment, the bid security / earnest money posted by the concerned Bidder or prospective Bidder shall also be forfeited.

E. PENALTY FOR OFFENCE :-

- (i) For committing First degree of offence: Disqualifying a Bidder from participating in any procurement process under No. - 3 Chakvrigu Gram Panchayat up to 1 (One) year. (ii) For committing Second degree of offence: Disqualifying a Bidder from participating in any procurement process under No. - 3 Chakvrigu Gram Panchayat up to 2 (Two) years.

5. Taxes & duties to be borne by the Contractor/bidder: In view of introduction of GST with effect from 01.7.2017, all the bidders

intending to participate in this e-tender should offer their financial bids inclusive of GST applicable for entire composite works/Procurement of goods & services, labour intensive component contained in the BOQ. Income Tax, Royalty, GST (CGST, SGST, IGST), Construction Workers' Welfare Cess, Labour Insurances EPF and similar other statutory levy / cess will have to be borne by the contractor/bidder and his/her quoted rate should be quoted accordingly after considering all these charges, and no separate payment towards any of the statutory taxes rents or levies shall be made by the work implementing authority.

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Conditional and incomplete tender: Conditional and incomplete tenders are liable to be summarily rejected. No off-line document will be entertained until completion of e-Tender process by way of acceptance of L1 bid by the competent Artho – O – Parikalpana Upasamity.

8. Opening & evaluation of tender :

8.1 Opening of a Technical Proposal : All works shall be awarded through open tenders without reservation for any particular class of contractors/bidders. For e-tenders bids are to be invited in two parts under a two-bid electronic system.

i. Technical proposal will be opened by the Artho – O – Parikalpana Upasamity electronically in the e – procurement portal.

ii. Intending contractors/bidders may remain present if they so desire.

iii. Technical cover documents (Pre – Qual) with Cover (Folder) for OID will be opened /decrypted first. If there is any material deficiency in either of the Technical cover documents, the e-bid is liable to be disqualified & rejected.

8.2 Process of Technical Evaluation in a tender- Within 24 hours of hanging the summary sheet containing Preliminary Technical

Qualification result in the office notice board, any of the aggrieved bidder, may seek clarification / redressal / review from the Proddhan, in writing / through e-mail with supporting facts / figures / documents. If such clarification /review relates to eligibility of other bidders, on the grounds of submission of false/ forged / manipulated / inappropriate credentials, modalities prescribed above shall be followed. Thereafter final Technical Evaluation Sheet (TBE) of the technically qualified bidders would be uploaded, after incorporating modifications if required. The Artho – O – Parikalpana Upasamity shall while uploading the final TBE summary sheet accept or reject electronically the admitted bids based on the advice of TEC as per TBE summary sheet. The rejected bidders will get back their EMD. But participation charge will be forfeited.

8.3 Uploading the list of technically qualified contractors/bidders

i. Pursuant to decision arrived after a Technical Bid Evaluation and review, the final list of eligible contractors/bidders having successfully qualified in the Technical Evaluation stage for a particular serial of work whose financial proposal will be thus considered, is uploaded on the web portal/s.

ii. While evaluating, the Artho – O – Parikalpana Upasamity may, if they so desire, summon the contractors/bidders and seek further clarification/information or seek verifications of original hard copy of any of/all the documents already submitted on-line, and if these cannot be produced within stipulated timeframe, their bids will be liable for rejection. **The valid communication process to the**

bidder from the office will be phone & official e – mail address.

8.4 Opening and Evaluation of Financial Proposal/bid

i. Financial proposals of the bidders/contractors declared technically qualified by the Artho – O – Parikalpana Upasamity will be opened electronically by the Tender Inviting Authority in the web portal stated above on the pre notified date and time.

ii. The encrypted copies will be decrypted and the rates will be read out to the contractors/ bidders remaining present at that time, else they may login their respective e-tender accounts to see the (CS) comparative statement in the web portal.

iii. If the Artho – O – Parikalpana Upasamity is satisfied that the rate obtained is fair and reasonable, they upload the financial bid evaluation summary sheet or result containing the name of contractors/bidders and the rates quoted by them against each work.

iv. If there is no contractor/bidder or the number of contractors / bidders in the 1st tender is less than three, the e-tender has to be cancelled. In case of participation of more than three bidders, if the number of technically qualified bidder falls below three, the tender/e-NIT is to be cancelled as well and fresh e-tender vis-a-vis 2nd call e-Tender or even 3rd call e-Tender may be invited with wide publicity of Re-tender notices through electronic and print media.

v. The Artho – O – Parikalpana Upasamity may ask the L1 bidder/contractor to submit analysis of rates to justify the rate quoted by that bidder after declaration of financial bid evaluation result.

vi. If the lowest (L1) bidder/contractor backs out there should be Re-tendering in a transparent manner.

8.5 Procedure to be followed for final acceptance of tender & Award of Contract

i. The lowest (L1) financial bid for all works tenders is accepted as a rule.

ii. If the number of valid bids received even in re-tender is less than three, the Govt. Order may be followed.

9. General guidelines for acceptance of e-Tender Lowest valid rate should normally be accepted in accordance with the procedure.

The Tender Accepting Authority reserves the right to distribute the work amongst more than one contractor/bidder with same L1 rate and also reserves the right to reject any or all the tenders, for valid reasons.

Signing of formal tender contract/agreement after acceptance of e-tender The contractor/bidder, whose bid is approved for

acceptance, shall within 7 days of the receipt of Letter of Acceptance (LOA) in his / her favour, will have to execute a "Formal Agreement" with the Pradhan, No. - 3 Chakvrigu Gram Panchayat in Rs. 10/- Non - Judicial stamp paper for the work tendered

11. Payment against bills raised by the contractor The payment of Running Account as well as final bill for any work based on progress and performance will be made according to availability of fund and no claim due to delay in payment will be entertained. **The security period of any work should be 06 (six) month from the date of completion of the work.**

12. No cost escalation in any form is included in the Tender Contract Agreement.

15. Bid validity The Bid will be normally valid for 60 days from the date of opening of the financial proposal. However, extension of bid

validity may be suitably considered by the Artho - O - Parikalpana Upasamity, if required, subject to written confirmation of the contractor/bidder (s) to that effect.

Section – 3

General Terms & Conditions

1. General Terms & Conditions of the contract

1. The Prodhhan, No. - 6 Chakvrigu Gram Panchayat shall be the authority 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 authority. If any correspondence of above tender is made with Officers other than the Prodhhan for speedy execution of works, the same will not be valid unless copies are sent to the Prodhhan and also approved by him/her. Instructions given by the Nirman Sahayak on behalf of the Prodhhan shall also be valid (who have been authorized to carry out the work on behalf of the Prodhhan) regarding specification, supervision, approval of materials and workmanship. In case of dispute relating to specifications and work, the decision of Prodhhan shall be final and binding. The Prodhhan will however take all decisions relating to works contract only after recommendation/ advice of the Tender Accepting Authority.
2. 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 Artho - O - Parikalpana Upasamity 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 Artho - O - Parikalpana Upasamity only if the total value of work on completion is within the tendered amount. The existing 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 Artho - O - Parikalpana Upasamity.
3. 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.
4. The Prodhhan 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.
5. The Prodhhan 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.
6. 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.
7. Labour Welfare Cess @ 1% shall be deducted from the Gross value of all works bills.
8. 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.
9. 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.
10. 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.
11. 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.
12. The contractor/bidder should see the site of works and tender documents, 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.
13. The contractor shall be bound to comply with all the Central & State Pollution Control Acts & Rules during entire construction period.
14. 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. 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.
15. 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.

16. Any materials brought to site by the contractor subject to approval of the Nirman Sahayak. 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. Nirman Sahayak may conduct independent test on the samples drawn randomly before according approval for using the materials at site. In this regard decision of Nirman Sahayk shall be final and binding.

17. For materials brought to the site, the contractor will act as the custodian thereof. The materials will have to be carried by the contractor at his own cost. The contractor shall remain responsible for the proper storage and safety of the materials. The contractor shall be responsible for any damage, wastage or loss of such materials.

18. The work is to be executed strictly as per specification attached with e-NIT and shall conform relevant Indian Standard Codal provisions and good industry practice. In the absence of any such provision in some items, the tending authority reserves the right to adopt suitable International Code/specifications/standards.

19. The tenderer should take digital photographs of the work in three phases in presence of Nirman Sahayak. First before commencement of work by affixing Sign Board, Second during execution of the work and finally, after completion of the work at his own cost & effort and submit all the photographs to this office periodically.

20. The time allowed for carrying out the work as entered in the tender shall be strictly observed by the Tenderer and shall be reckoned from the date of receiving the Work Order. The time being deemed to be the essence of the contract, on the part of the Tenderer, and the Tenderer shall pay as compensation as amount equal to one percent of accepted bid amount as the Artho - O - Parikalpana Upasamity may decide for every day at the remains uncompleted or unfinished after the proper dates. Entire amount of compensation to be paid under the provision of this clause shall not exceed 10 percent on the tender amount of the work as shown in tender.

21. Termination

21.1 The Employer may terminate the Contract if the Tenderer causes a fundamental breach of the Contract.

21.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

i. If the Tenderer stops work for 30 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Employer;

ii. The Tenderer is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;

iii. If the Prodhan gives Notice that failure to correct a particular Defect and the Tenderer fails to correct it within a reasonable period of time determined by the Engineer;

iv. If the Tenderer has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid,

v. A show cause notice shall be served to the Tenderer before termination for not obeying the contract.

21.3 If the Contract is terminated, the Tenderer shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

22. Payment upon Termination

22.1 If the Contract is terminated because of a fundamental breach of Contract by the Tenderer, the Engineer shall issue a certificate for the value of the work done and Materials ordered less advance (Running A/c bill) payments received up to the date of the issue of the certificate and 10 (Ten) percent less the percentage to apply to the value of the work not completed, as indicated in the Contract Data. If any amount is still left un-recovered it will be a debt payable to the Prodhan.

Section – 4

Declaration Form

DECLARATION

Dear Sir / Madam,

Having examined the Technical PQ cover, BID cover, Corrigendum (*optional), Agreement & entire e-NIT documents, I/we hereby would like to state that I/we willfully accept all your conditions and offer to execute the work as per the tenders rules in e-NIT, terms & conditions, specifications, drawings, bill of quantities and corrigenda/addenda, SoR, and Agreement involving the e-Tender and Serial no of work stated above. I/We acknowledge that the making of our bid shall be regarded as an unconditional and absolute acceptance of the terms & conditions of the e-NIT. I/We also agree to remedy the defects during execution and upto end of security period of the above work in conformity with the conditions of contract, specifications, drawings, bill of quantities and addenda/corrigenda.

Dated this _____ day of _____ 2021

Full name of Bidder / Contractor: _____

Duly authorized to sign bid for & on behalf of (Name of Firm): _____ (In block Capital letters or typed) with seal.

Office address / address with seal: _____

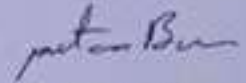
Mobile No: _____ E mail ID: _____

Memo No : 478/1(10)/CGP

Date : 28/10/2021

Copy forwarded for information and with a request for making an arrangement to display the notice for wide publicity to :-

1. The SDO , Balurghat, Dakshin Dinajpur
2. The BDO , Balurghat Development Block, Balurghat, Dakshin Dinajpur
3. The D.I.O. N.I.C. Dakshin Dinajpur for upload of NIT.
4. The E.A. Chakvrigu G.P.
5. The N.S. Chakvrigu G.P.
6. The Secretary, Chakvrigu G.P.
7. The Sanchalok, Silpo – O – Parikatham Upasamity
8. The Sanchalok, Shiksha – O – Janaswastha Upasamity
9. Office Notice Board
10. Office Copy



Proddhan
CHAKVRIGU G.P.
Balurghat Block, D Dinajpur

No. – 3 Chakvrigu Gram Panchayat