

# **Bidding Document**

**For**

## **TECHNICAL BID**

***OFFICE OF THE BLOCK DEVELOPMENT OFFICER  
KALIACHAK – II DEVELOPMENT BLOCK  
Malda***

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**Standard Bidding Document**

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**SECTION 1****LIST OF IMPORTANT DATES**

1.	Date of publication of Notice Inviting e-Tender	:	04-10-2018(Thursday).
2.	Period of downloading bidding documents from the e-procurement portal	:	From 05.10.2018 (Friday from 10.30 Hrs) to 12.10.2018 (Friday upto 17.30 Hrs)
3.	Deadline for receiving of Bids online	:	12.10.2018 (Friday upto 17.30 Hrs)
4.	Time and Date and place for opening of Technical Bids online	:	29.10.2018 (Monday at 11.30 Hrs) Kaliachak - II Development Block
5.	Date and Time and Place for publication of the name of the Technically Qualified Tenderers	:	29.10.2018 (Monday at 16.00 Hrs) or on any other day and time as desired and fixed by the Tender Inviting Authority. Place :Kaliachak - II Development Block
6.	Time and Date and place for opening of Financial Bids online	:	01.11.2018 (Thursday at 12.30 Hrs) or on any other day and time as desired and fixed by the Tender Inviting Authority. Place :Kaliachak - II Development Block
7.	Officer Inviting Bids / Tender Inviting Authority	:	Block Development Officer Kaliachak - II Development Block, Malda

Note: Days mean working days excluding Sundays and Government Holidays.

**KALIACHAK - II DEVELOPMENT BLOCK**  
Malda – 732207

**ABRIDGED NOTICE INVITING e-TENDER**

**NIT No. 3(e)/K – II B.D.O/2018-19 vide Memo No: 2122/K – II D.B Dated: 04.10.2018**

On behalf of Kaliachak - II Development Block, tenders on Percentage-Rate-Basis by Two-Bid System are hereby invited by the undersigned for the work mentioned below through **electronic tendering (e-Tendering)** from the eligible contractors, having sufficient credential and financial capability for execution of works of similar nature.

Sl. No.	Name of the work	Estimated Amount put to Tender [Rs.]	Earnest money to be deposited [Rs.]	Time Allowed for completion
1	CONSTRUCTION OF BOUNDARY WALL OF DHARAMPUR PANCH GARIA KABARSTHAN VILL: DHARAMPUR, P.O: MEHERAPUR UNDER GANGAPROSAD GRAM PANCHAYAT UNDER KALIACHAK - II DEV. BLOCK, DIST - MALDA.	06,48,563.00	12971.00	Six Months

Eligibility of Contractors:

**Any contractor willing to take part in the process of e-Tendering will have to be enrolled and registered with the Government e-Procurement System.**

The intending Contractors may download the tender documents by log into the link [www.wbtenders.gov.in](http://www.wbtenders.gov.in) or <http://etender.wbprdnic.in>

Instructions / Guidelines for Tenderers for electronic submission of the tenders online have been incorporated in the Detail Notice / Bidding Document for assisting the contractors to participate in e-tendering. The contractor is to click on the link [www.wbtenders.gov.in](http://www.wbtenders.gov.in) or <http://etender.wbprdnic.in> for e-Tendering site as given on that web portal.

The Notice of the Tender can also be seen by log on to the websites [www.malda.nic.in](http://www.malda.nic.in)

**THIS IS FOR INFORMATION TO ALL THE CONTRACTORS THAT NO OFFLINE TENDER WILL BE ACCEPTED.**

**IMPORTANT DATES:**

1.	Date of publication of Notice Inviting e-Tender	:	04-10-2018(Thursday).
2.	Period of downloading bidding documents from the e-procurement portal	:	From 05.10.2018 (Friday from 10.30 Hrs) to 12.10.2018 (Friday upto 17.30 Hrs)
3.	Deadline for receiving of Bids online	:	12.10.2018 (Friday upto 17.30 Hrs)
4.	Time and Date and place for opening of Technical Bids online	:	29.10.2018 (Monday at 11.30 Hrs) Kaliachak - II Development Block
5.	Date and Time and Place for publication of the name of the Technically Qualified Tenderers	:	29.10.2018 (Monday at 16.00 Hrs) or on any other day and time as desired and fixed by the Tender Inviting Authority. Place :Kaliachak - II Development Block
6.	Time and Date and place for opening of Financial Bids online	:	01.11.2018 (Thursday at 12.30 Hrs) or on any other day and time as desired and fixed by the Tender Inviting Authority. Place :Kaliachak - II Development Block
7.	Officer Inviting Bids / Tender Inviting Authority	:	Block Development Officer Kaliachak - II Development Block, Malda

Block Development Officer  
Kaliachak - II Development Block, Malda

**Memo no: 2122/1(11)/K – II D.B**

**Date: 04.10.2018**

Copy forwarded for information to:

1. The District Magistrate, Malda.
2. The Additional Executive Officer, MZP, Malda.
3. The Sub Divisional Officer (Sadar), Malda.
4. The District Informatics officer, National Informatics Centre, Malda Collectorate, Malda-with request to publish this tender notice and all other allied documents in website [www.malda.nic.in](http://www.malda.nic.in)
5. The Sabhapati, Kaliachak – II Panchayat Samity, Malda.
6. The Jt. Block Dev. Officer, Kaliachak – II Dev. Block, Malda.
7. The Prodhan, ..... G.P.
8. The O.C, Mothabari OutPost.
9. This Office notice Board for wide publicity.
10. The Acct.-cum-H.C. of this office.
11. Engineering Section of this Office.

Block Development Officer  
Kaliachak - II Development Block, Malda

# SECTION 2

## INSTRUCTION TO BIDDERS

### 12. General Guidance for e-Tendering

Instructions / Guidelines for Tenderers for electronic submission of the tenders online have been annexed (Annexure-1) for assisting the Tenderers to participate in e-tendering.

### 13. Registration of Tenderers

Any Tenderer willing to take part in the process of e-Tendering will have to be enrolled and registered with the Government e-Procurement System, through logging on to [www.wbtenders.gov.in](http://www.wbtenders.gov.in) (the web portal of the Panchayats & Rural Development Department, Government of West Bengal). The Tenderer is to click on the link for e-Tendering site as given on that web portal.

### 14. Digital Signature Certificate (DSC)

Each Tenderer is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC), for submission of tenders, from the approved service provider of the National Informatics Centre (NIC) or from the other service providers approved by the competent authority, on payment of requisite amount. DSC is given as a USB e-Token.

#### 1. Collection of Tender Documents

The Tenderer can search and download NIT and tender documents electronically from computer once he / she logs on to the website using the Digital Signature Certificate. This is the only mode of collection of tender documents.

Intending Tenderers may download tender documents from e-procurement portal of the website <http://www.wbtenders.gov.in> or <http://etender.wbprd.nic.in> and, the pre-qualification and bid documents duly filled and digitally signed in all respect may be submitted on-line through the e-portal during the period as mentioned earlier in Section:1 (List of Important dates) of this Bidding Document.

#### 2. Participation in more than one work

Not applicable for this tender.

#### 3. Submission of Tender and its Conditions

##### 6.1.1 General process of submission

- i. Tenders are to be submitted online through the website stated in Clause 4 before the prescribed date and time, in two folders, at a time for each work. One is Technical Proposal and the other is Financial Proposal. Using the Digital Signature Certificate (DSC), the documents are to be uploaded virus scanned and digitally signed. The documents will get encrypted (transformed into non-readable formats).
- ii. The EMD (Earnest Money Deposit) in the form as stated hereunder, need to be deposited in the manner stated in this document in Clause 6.1.2.
- iii. **ALL THE TIMES MENTIONED IN THIS NOTICE ARE AS PER THE SERVER CLOCK** if not mentioned otherwise.
- iv. **KALIACHAK - II DEVELOPMENT BLOCK does not take any responsibility for the delay caused due to non-availability of Internet connection or traffic jam etc. for on-line bidding.**

**6.1.2 Earnest Money**

- i. The **Earnest Money Deposit (EMD)**, as mentioned in the NIT, should be deposited through Online mode or NEFT/RTGS of any Nationalised Bank in favour of **BLOCK DEVELOPMENT OFFICER, KALIACHAK - II DEVELOPMENT BLOCK**, Payable at **Malda**. Payment made otherwise will not be accepted.
- ii. While submitting Tender, all the Tenderers should upload the **soft copy** of the **Receipt of** Online mode or **NEFT/RTGS** towards **EMD** (The **SOFT COPY** means the scanned copy of the originals) in favour of prescribed above.
- iii. The NIT no and SL no. and UTR should be clearly mentioned on the both scanned copy and Hard Copy of receipt of NEFT/RTGS failing which the Tender is liable to cancelled.

**6.2 Technical Proposal**

The Technical Proposal should contain scanned copies of the following in further two covers (folders).

6.2.a **Statutory cover** (folder) containing Digitally signed copy (virus scanned) of the,

- i. Scanned copies of the receipt of NEFT/RTGS towards **Earnest Money Deposit**, as prescribed in the NIT, in favour of **Block Dev. Officer, Kaliachak - II Development Block**, payable at **Malda**.
- ii. Notice Inviting Tender, Bidding Document which contains Instruction to Tenderers, General Conditions of Contract, Special Terms & Conditions, if any, and other documents as specified in the Bidding Document.

**Note :**

- i. If any Tenderer is exempted from payment of EMD, copy of relevant Government Order need to be furnished.

- ii. **Tenders may be liable for rejection if any item in the statutory cover (folder) is missing.**

6.2.b. **Non-Statutory cover** (folder) containing Digitally signed copy (virus scanned) of the,

- i. Company or Individual Profile of the Tenderer, as the case may be, in detail.
- ii. Professional Tax (PT) Clearance Certificates and IT PAN valid up to the date of opening of the tenders. Application for such clearance addressed to the competent authority may also be considered.
- iii. Valid 15-digit Goods and Services Taxpayer Identification Number (GSTIN) under GST Act, 2017.
- iv. Registered Deed for Partnership Firm / Joint Ventures, if any.
- v. Completion Certificate or Payment Certificate as stated in Clauses 6.4.i for one single work of similar nature worth at least 40% of the amount put to tender for the work(s) the Tenderer intends to participate.
- vi. Eligibility Certificate issued by the Assistant Registrar of Cooperative Societies (ARCS) (for Engineers' Co-operative Societies and Labour Co-operative Societies).
- vii. Trade License / Trade Registration certificate issued by Municipality / Corporation / Panchayat Body / other Authority.

- viii. Declaration by the tenderer to the effect that he/she/they does not/do not have any common interest either as a partner of any Partnership Firm / Joint Venture as a Proprietor/Owner of any other Firm in the tender for work(s) he/she/they wants/want to participate. If it is detected that any Tenderer is participating in any serial of work under dual identity, tender proposals for all such firms having common interest of that Tenderer for that work may be rejected.
- ix. Failure of submission of any one of the abovementioned documents may render the tender liable to summary rejection.

### 6.3 Financial Proposal

The financial proposal should contain the document in one cover (folder), i.e. the Bill of Quantities (BoQ). The Tenderer is to quote the rate (percentage LESS or EXCESS) online through computer in the space marked for quoting rate in the BoQ. [If any Tenderer wants to quote rate AT PAR, he/she should quote 0.00% LESS or EXCESS]. Only downloaded copies of the above documents are to be uploaded, virus scanned and digitally signed by the Tenderer.

#### **Note:**

1. The successful Tenderer should submit the downloaded copy of the Form of Bid and the BoQ, duly fill the BoQ in the manner as submitted during online submission of Tender and also duly fill the Form of Bid, sign it and submit after accepting the Tender.
2. The brief Specification of the item(s) is inserted in BOQ (Bill of Quantities). Item wise brief Technical Specifications of the works is entered in the respective pages of the BOQ.

### 6.4 Eligibility Criteria

**6.4.1** Technical proposal of any Tenderer will come under the purview of consideration only if the criteria mentioned in Clause 6.2 and other conditions mentioned in this Bidding Document are fulfilled.

**6.4.2** Financial proposal of any Tenderer will come under the purview of consideration only if the criteria mentioned below are fulfilled.

- a. Production of Completion Certificate or payment certificate in prescribed proforma for single work of similar nature executed within last 5 (Five) years (to be determined from the actual year of completion, considering current financial year as Year:1). Amount put to tender in such Completion Certificate or payment certificate should be at least 40% of the amount of tender of work in which the Tenderer intends to participate.

#### 6.4.3 Completion Certificate or Payment Certificate

- i. Completion Certificate should contain (a) Name of work, (b) Name of client, (c) Amount put to tender, (d) Schedule month and year of commencement and completion as per work order, and (e) Actual month and year of completion (f) Work Value.
- ii. Such Certificates are to be countersigned by the concerned Executive Engineers of the concerned Department.
- iii. Completion Certificate of work executed in other Departments of State Government or organizations, like Public Works & Public Works (Roads) Department, Public Health Engineers Department, Sundarban Affairs Department and various other State Government Departments, Zilla Parishads, West Bengal Housing Infrastructure Development Corporation Limited (WBHIDCO), West Bengal State Electricity Distribution Company Limited (WBSEDCL), Kolkata Metropolitan Development Authority (KMDA), Kolkata Metropolitan Water Sanitation Authority (KMWSA), Kolkata Municipal Corporation (KMC), Hooghly River Bridge Commissioner (HRBC); Engineering Departments of Central Government and Organization, like Farakka Barrage Project (FBP) Authority, Railways, Kolkata port Trust (KoPT), National Highway Authority (NHAI) etc; and companies owned or managed by the State Government, i.e. Mackintosh Burn Ltd., Westinghouse Saxby Farmer Limited & Britannia Engineering Ltd. may also be considered. Such Completion Certificate other than those stated in 6.4.1.(ii) above, are to be countersigned by the Executive Engineer or by any Engineer Officer of equivalent rank or above, if those are issued by some other Authorities.
- iv. Such Certificates are to be countersigned by the Executive Officer / Block Dev. Officer of the concerned Panchayat Samity / Block Dev. Office and for Gram Panchayat Such Certificates are to be countersigned by the Executive Assistant / Secretary.



**6.4.4 Particulars requirement for similar nature of work**

Works of similar nature of value at least 40% of the amount put to tender for the works in the NIT.

**6.4.5 Eligibility criteria for participating in more than one tender, if any**

- i. Separate Completion Certificate or Payment Certificate of fully physically completed works is to be provided for separate work. (Vide 6.4.3).

**6.4.4 Penalty for suppression / distortion of facts**

If any tenderer fails to produce the original hard copies of the documents (especially Completion Certificates and audited balance sheets), or any other documents on demand within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression, the tenderer will be suspended from participating in the tenders on e-Tender platform for a 3 (Three) years. In addition, his user ID will be deactivated and Earnest Money Deposit will stand forfeited. Besides, Kaliachak - II Development Block may take appropriate legal action against such defaulting tenderer.

**6.5 Taxes & duties to be borne by the Successful Tenderer**

All Duties, GST, Taxes, Royalties, Cess, Toll, all other statutory Levies payable by the Tenderer under the Contract to the State / Central Government for any other cause including 1% Cess under W.B. Building and other Construction Workers (Regulation of Employments & Condition of Service) Act, 1996], will have to be borne by the Tenderer and the rate should be quoted accordingly after consideration of all.

**1% Cess under W.B. Building and other Construction Workers (Regulation of Employments & Condition of Service) Welfare Cess Act, 1996 will be deducted from all the bills.**

**6.6 Site inspection before submission of tender**

Before submitting any tender, the intending Tenderers should make themselves acquainted thoroughly with the local conditions prevailing at site by actual inspection and taking into consideration all factors and difficulties likely to be involved in the execution of work in all respect and no claim whatsoever will be entertained on these account afterwards.

**6.7 Conditional and incomplete tender**

Conditional and incomplete tenders are liable to summary rejection.

**7. Opening and evaluation of tender****7.1 Opening of Technical Proposal**

- i. Submission of the EMD is a pre-requisite and the intending Tenderers who will submit the soft copies of the same in the manner as specified in Clause 6.1.2 of this ITB (Instruction to Bidders) in the manner and within the time specified will be treated as primarily eligible.
- ii. The pre-qualification documents alone of the primarily eligible Tenderers, as defined in Clause 7.1.i above, will be opened on the date and time as mentioned in Section:1 earlier by the Block Development Officer, Kaliachak - II Development Block, Malda and/or his authorised representatives electronically from the website in presence of the available Tenderers.
- iii. Intending Tenderers may remain present if they so desire.
- iv. Cover (Folder) for Statutory Documents (vide Clause 6.2.a) should be opened first and if found in order, Cover (Folder) for Non-statutory Documents (vide Paragraph 6.2.b) will be opened. If there is any deficiency in the Statutory Documents, the tender will summarily be rejected.
- v. Decrypted (transformed into readable formats) documents of the Non-Statutory Cover will be downloaded for and scrutiny and verification with the originals.

**7.2 Tender Committee of B.D.O's Establishment**

Committee already constituted by Kaliachak – II Dev. Block for evaluation, scrutiny, verification and recommendation for Acceptance or Rejection of Tender. Kaliachak – II dev. Block may engage / co-opt any technical person(s) / expert for evaluation of the Technical and / or Financial Bid(s).

**7.3 Uploading of summary list of technically qualified Tenderers (1st round)**

- i. Pursuant to scrutiny and verification of the technical documents on the basis of information furnished in the check list and in "My Document" uploaded by concerned Tenderers and after verification of the same with the original and being found in order, the summary list of **technically qualified Tenderers** and the serial number of work(s) for which their Financial Proposals will be considered will be uploaded in the web portals **and displayed in the office notice board subject to completion of verification and technical evaluation.**
- ii. During evaluation, the tenderer(s) may be summoned and any clarification / information or additional documents or original hard copy of any of the documents already submitted may be sought for and if these cannot be produced within the stipulated timeframe, tender of the defaulter will be liable for rejection.

**7.4 Provision for appeal and its disposal**

- i. If the intending tenderer is not satisfied with the decision of the Tender selection Committee may prefer an appeal to the Block Development Officer of Kaliachak - II Development Block in writing within two working days after the date of uploading of the summary list of the successful Tenderers.
- ii. The Appellate Authority, i.e. the Block Development Officer of Kaliachak - II Development Block will dispose off such appeals and the tenderer will be communicated accordingly. Decision of Block Dev. Officer of Kaliachak - II Development Block will be final and binding.

**7.5 Final publication of summary list of technically qualified Tenderers**

In case, the Appellate Authority asks the Tender Inviting Authority to consider tender of any of the aggrieved Tenderers, who may have preferred appeal, the process of uploading of qualified Tenderers will be re-done, through issuing necessary corrigendum. Date of opening of financial bid is to be intimated in the final summary list.

**7.6 Opening and evaluation of Financial Proposal**

- i. The Financial Bid Documents of the technically qualified Tenderers will be opened electronically from the web portal on **the date and time as mentioned in Section:1 earlier** by the Block Development Officer, Kaliachak - II Development Block for scrutiny. List of Financial comparison chart of Tenderers will be published accordingly. No separate intimation will be given for this, unless the above date is changed. In case of change of date, due intimation will be given on line. No individual intimation will be given. The List of Financial comparison chart of Tenderers will be placed before the Tender Selection Committee of Kaliachak - II Development Block for their recommendation accordingly.
- ii. The encrypted copies will be decrypted and the rates will be read out to the Tenderers remaining present at that time.
- iii. After evaluation of Financial Proposal, the tender inviting authority may upload the final summary result containing inter-alia, name of Tenderers and the rates quoted by them against each work provided he is satisfied that the rate obtained is fair and reasonable and there is no scope of further lowering down of rate.
- iv. However, if there is any scope for lowering down of rates in the opinion of the Tender Inviting Authority, he may choose to declare the former publication stated in Paragraph 7.6.(iii) above as semi-final and notify all the Tenderers through the website to attend sealed bids to be followed by open bids to be held at his office at prescribed date and time, which will be done offline.
- v. After holding such bids, final summary result would have to be uploaded in the web portal, through corrigendum.
- vi. The Tender Accepting Authority may ask any tenderer to submit analysis to justify the rate quoted by that Tenderer.
- vii. If the date of opening of tender falls in holiday, the tender will be opened on the next working day at the same time and venue.

**8 Correction of Errors**

Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- a. In case of Percentage Rate Tender, where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
- b. In case of Item Rate Tender, where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

**9 Acceptance of Tender**

Lowest valid rate should normally be accepted. However, Kaliachak - II Development Block does not bind to do so and reserves the right to reject any or all the tenders, for valid reasons and also reserves the right to distribute the work amongst more than one tenderer.

Kaliachak - II Development Block reserves the right to reject or cancel any or all pre-qualification documents and Financial bid document without assigning any reason whatsoever.

**10 Issue of Work Order**

The work order will be issued after accepting the Tender by the authority and in accordance with the availability of fund.

**11 Refund of Earnest Money of the unsuccessful tenderer(s)**

Not applicable.

**12 Payment**

The payment of RA as well as final bill for any work will be made according to the availability of fund and no claim to delay in payment will be entertained. However, Kaliachak - II Development Block will take its utmost effort in arranging of fund and clearing the payments so far as possible.

**13 Supply of Materials**

All materials required for the works are to be supplied by the agency at his/her own cost.

**14 Amendment of Bidding Documents**

- i. Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda, if any.
- ii. Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing by registered post or by cable to all purchasers of the bidding documents individually or through general notice in the website or office notice board. Prospective Tenderers shall acknowledge receipt of each addendum by fax, e-mail and facsimile to the Employer.
- iii. To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids accordingly.

**15 Information to be furnished by the Tenderer**

- α. Authorised address and contact details of the Tenderer having the following information :
  - i. Address for communication.
  - ii. Telephone No(s) of both office and residence of the Key person.
  - iii. Mobile No.
  - iv. Office Facsimile (FAX) No.
  - v. Electronic Mail Identification (e-mail ID).
- β. Qualification information i.e. Completion Certificate, Payment Certificate, Statement showing all the ongoing and completed works during recent past against which the eligibility stands; supporting documents, affidavit and undertaking as specified in the Bidding Document.
- χ. Undertaking that the bid shall remain valid till the completion of the work.
- δ. Any other information / documents required to be completed and submitted by Tenderers.
- ε. An affidavit affirming that information he has furnished in the bidding document is correct to the best of his knowledge and belief.
- φ. An index furnishing the page nos. of all documents submitted.
- γ. Check List, duly filled up.
- η. Each part shall separately be uploaded as specified in this notice.

**16 Submission of Original Documents**

The Tenderer should submit the original copies of all the documents submitted online within the time and date as mentioned earlier without fail.

If any Tenderer fails to submit the original hard copies of the uploaded documents within the time frame as specified or there is any deviation in the hard copy from the uploaded soft copy, the Tenderer will be suspended from participating in the tenders in e-Tender platform for a period of three years. In addition, his user ID will be deactivated and Earnest Money Deposit will stand forfeited. Besides, Kaliachak - II Development Block may take appropriate legal action against such defaulting Tenderer.

- 17 If the date of opening of tender falls in holiday, the tender will be opened on the next working day at the same time and venue.

**18 Conditional and incomplete tenders are liable to be summarily rejected.**

- 19 The **Instruction to Bidders** shall form part of terms & conditions of the tender and the Tenderer is bound to abide by.

## SECTION: 3

### CONDITIONS OF CONTRACT

#### 1. Short Title and Definitions

- a. The **Department** is Kaliachak - II Development Block.
- b. **Work**, is what the Contract requires the Contractor to construct, install, maintain, and turn over to the Employer.
- c. A **Bid** or the **Rate** is the rate offered by the Tenderer which remains open for Acceptance up to a period of 180 days from the date of opening of financial bid and after Acceptance by the Employer which (the Accepted Rate) also remains in force till the completion of the work.
- d. **The Contract** is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in **NIT**.
- e. On behalf of Kaliachak - II Development Block, the **Employer** is the Block Development Officer of Kaliachak - II Development Block, Mothabari, Malda-732207 for the purpose of invitation and evaluation of tender, entering into the agreement. **The Employer** is the party as defined in the Contract Data, who employs the Contractor to carry out the Works and maintenance, The Employer may delegate any or all functions to a person or body nominated by him for specified functions.
- f. **The Contractor** or the **Agency** or the **Tenderer** or the **Bidder**, as may be defined in the Bidding Document, is a person or corporate body whose Bid / Rate to carry out the Works, including maintenance, has been accepted by the Employer.
- g. **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.
- h. **The Completion Date** is the date of completion of the Works as being defined in the Work Order in accordance with the NIT.
- i. **Terms** which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.
- j. **The Contract Data** defines the documents and other information, which comprise the Contract.
- k. **The Contractor's Bid** is the completed bidding document submitted by the Contractor to the Employer.
- l. **The Contract Price** is the price stated in the Letter of Acceptance or Work Order and thereafter as adjusted in accordance with the provisions of the Contract.
- m. **Days** are calendar days; **months** are calendar months.
- n. A **Defect** is any part of the Works not completed in accordance with the Contract.
- o. **The Defects Liability Period** is the period as mentioned in the Document calculated from the Completion Date.
- p. **Drawings** include calculations and other information provided or approved by the Engineer for the execution of the Contract.
- q. **The Engineer** is the person named in the Contract Data (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Engineer) who is responsible for supervising the execution of the Works.

- r. **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
  - s. **The Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance or Work Order.
  - t. **The Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.
  - u. **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
  - v. **Plant** is any integral part of the Works that shall have a mechanical, electrical, electronic, chemical, or biological function.
  - w. The **Site** is the area defined as such in the Contract Data.
  - x. **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Engineer.
  - y. The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
  - z. **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works, if required any, at his effort and the cost of which should be borne by the Contractor.
  - aa. A **Variation** is an instruction given by the Employer, which varies the Works.
2. The Tenderer is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms and specifications, bill of quantities etc in the Bid Document. Failure to comply with the requirements of Bid Documents shall be liable to rejection of Bid Documents.
3. The successful Tenderer should execute an agreement with Kaliachak - II Development Block on non-judicial stamp of requisite value before issuing of work order.
- The following documents shall be deemed to form and be read and construed as part of this Agreement:
- i. Bidding Document;
  - ii. NIT
  - iii. Form of Bid duly submitted by the Tenderer and Accepted by the Accepting Authority;
  - iv. Bill of Quantities;
  - v. General Conditions of Contract;
  - vi. Special Conditions of contract;
  - vii. Specifications;
  - viii. Drawings;
  - ix. Statutory Form of Agreement of Kaliachak - II Development Block, and
  - x. Any other document listed in the Bidding Document as forming part of the contract.
4. If the date of opening of tender falls in holiday, the tender will be opened on the next working day at the same time and venue.
5. The contract will not attract any arbitration clauses and the contract will not include any clause towards escalation of price. Also before submission of the tender the Tenderer must visit the site to judge the local condition from all corners and no plea/complain about the site will be entertained afterwards. It will be presumed that the agency offered the tender rate after review of entire position of the work site. It should be done at their own cost.

- 6.** The successful Tenderer will have to abide by the provisions of West Bengal Contract Labour Rules, 1972 as will be forced from time to time. If no labour license is obtained and produced by the Tenderer, payment is liable to get withheld.
- 7.** The rates and prices quoted by the Tenderer shall be fixed for the duration of the Contract and shall not be subject to adjustment.
- 8.** Under no circumstances Escalation in prices in materials, labour charges and any other costs and charges will be entertained.
- 9.** Land for installation machineries have to be arranged by the Agency. However if there is any sparable Govt. land, the same may be given for the purpose on rental basis as per rent fixed by competent Authority.
- 10.** All risks on account of railway or road, carriage by boat including loss or damage of vehicles, boats, barges, materials or labours will have to be borne by the agency.
- 11.** The agency will submit a work programme (Bar chart) to the E.I.C. within seven days from the date of work order indicating date of completion of various phases of work and strictly comply with the schedule. Also one Triplicate site order book should be used at works site for execution the works. Which has been duly signed by the E.I.C. before starting of work.
- 12.** Before starting of work, work site where necessary, must be properly dressed after cutting, clearing & cleaning all varieties of jungles, shrubs or any undesirable vegetation & all unserviceable materials from the alignment or site of works for which nothing will be paid extra unless specifically provided in "price schedule of probable items with approximate quantities.
- 13.** During the execution, the agency shall keep at the site reasonably free from all unnecessary obstruction for that purpose. And if is it is required, the agency shall arrange for removal of structures, encroachments etc. at his own cost.
- 14.** All materials brought to the site must be upto the standard & quality and must have the approved of the E.I.C. rejected materials must be removed by the agency at his own cost from the site within 24 hours of the issue of order to that effect. The agency shall not be entitled to any claim for loss or damage, which may be caused by such removal.
- 15.** All consumable materials are to be supplied by the agency at his own arrangement and valid document (of IOC/and authentic sources) are to be submitted before claiming bill for the job.
- 16.** The agency is liable to keep the work site clean during execution and will clear all the debris, scrap, unused materials, camp etc from the site immediately after completion of the project at his own cost.
- 17.** All the works are to be executed according to drawing specification approved by the authority & the direction of the E I.C is to be strictly flowed.
- 18.** No additional or substituted item of work will be executed by the agency without prior approval of the Engineering-in-charge (E.I.C). Additional or substituted items will be paid at rates as per schedule of rates of PWD/PW (R) Deptt. in vogue at the time of entering into contract. If rates of such item do not appear in the schedule of either PWD/PW (R) Deptt. or can not be derived from then Kaliachak - II Development Block will decide the rate on the basis of market rates of various components with 10% profit & overhead charges and the decision of Kaliachak - II Development Block will be final and binding. Also the contractual rate should be applicable in all cases.
- 19.** Fixing of Informatory Signboard with brick/cement concrete pillar affixing Marbel Plate with written matter & taking of Photographs at the own cost & effort of the successful Tenderer (Tenderer) are precondition of this Tender. No extra payment to these effects will be made to the Tenderers.
- 20.** The Tenderer should fix the Informatory Signboard at a visible point at the site of work before commencement of the work as per instruction of the undersigned.
- 21.** The Tenderer should take digital photographs of the work in three phases in presence of the field Engineers of Kaliachak - II Development Block. First, before commencement of the 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. The date of taking photographs should be displayed on it. In addition to the hard copies, it is also required to submit the soft copies of the said photographs to this office. And, failing which the bill could not be processed.

22. In addition to the normal deductions towards taxes, royalties etc. from the bills being paid to the Tenderers against the work being executed, deduction of additional amount regarding Labour welfare cess @ 1% (At the Rate of One Percent) only of the bill value will be made towards the "Building and other construction workers Welfare Cess Act, 1996" as per order of the Finance Deptt. Govt. of West Bengal.
23. The work must be completed in all respects within the time specified in notice inviting Tender from the date of work order. Time for completion as specified in the tender shall be deemed to be the essence of the contract.
24. Monthly running accounts bills may be made in accordance with the satisfactory performance according to the approved programme of work and subject to availability of fund.
25. Retention towards Security amounting to 10 (Ten) per cent (including earnest money) of the bill amount shall be made by this office. The agency has to execute and complete the works and rectify any defect therein to the satisfaction of the Engineering-in-charge. After expiry of 1(one) year for bituminous road work, 6(six) months for WBM/GSB of road work & 6(six) months of any Building, Sanitary & Electrical works from the date of completion of the work certified by the respective Sub-Asstt. Engineer & Assistant Engineer, the deducted security money will be repaid to the Agency. And, in case of claiming refund of Security Deposit, the agency should submit the recent photographs duly digitized with date of photography duly displayed on it. And, the photograph should be taken in presence of the field Engineers of Kaliachak - II Development Block.
26. To rescind the contract (of which rescission notice in writing to the Tenderer under the hand of the undersigned shall be conclusive evident) and in which case the security deposit of the Tenderer shall stand forfeited & be absolutely at the disposal of Kaliachak - II Development Block.
27. This Instruction to Tenderers shall form part of terms & conditions of the tender and the tenderer is bound to abide by.

**28. CALUSE 2.**

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 on which the order to commence the work is given to the Tenderer. The work shall throughout the stipulated period of the contract be produced with all the due diligence 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 such smaller amount as the undersigned (whose decision in writing shall be final) may decide on the amount of the tender amount of the whole work as shown by the tender for every day at the remains uncompleted or unfinished after the proper dates. The Tenderer shall commence execution of such part of the work as may be notified to him within 7(seven) days from the date of the order of commencement for work and diligently continue such work and further to ensure good progress during the execution of the work, and he shall be bound in all cases in the which the time allowed for any work exceeds one month, to complete one fourth of the whole work before one fourth of the whole time allowed under the contract has elapsed. In the event of the Tenderer failing to comply with any of the condition here he shall be liable to pay a compensation an amount equal to one percent or such smaller amount as the undersigned (whose decision in writing shall be final) may decide on said tendered amount of the whole work for every day that the due quality of work remains incomplete provided always that 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.

**29. Termination**

- 29.1 The Employer may terminate the Contract if the Tenderer causes a fundamental breach of the Contract.
- 29.2 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 Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Tenderer fails to correct it within a reasonable period of time determined by the Engineer;
  - iv. If the Tenderer does not maintain a Security, which is required;
  - v. 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,
  - vi. If the Tenderer fails to provide insurance cover to his labourers etc due to personal injury or death.
  - vii. If the Tenderer, in the judgement of the Employer, has engaged in the corrupt or fraudulent practice in competing for or in executing the Contract. For the purpose of this clause, "corrupt practise" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in Contract execution. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practice among Tenderers (prior to or after bid submission) designed to establish bid process at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
  - viii. If the Tenderer does not complete at least thirty percent of the value of construction Work required to be completed after half of the completion period has elapsed;
  - ix. If the Tenderer fails to set up a field laboratory with the prescribed equipment, within the period specified in the Contract Data, if any; and work order.
  - x. Any other fundamental breaches as specified in the Contract Data.
  - xi. If the Tenderer fails to deploy machinery and equipment or personnel as specified in the Contract Data at the appropriate time.
  - xii. A show cause notice shall be served to the Tenderer before termination for not obeying the contract.
- 29.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 29.4 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.

### **30. Payment upon Termination**

- 30.1 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.
- 30.2 Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Tenderer, the difference shall be recovered from the security deposit, and performance security. If any amount is still left un-recovered it will be a debt payable to the Employer.
- 30.3 If the Contract is terminated at the Employer's convenience, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Tenderer's personnel employed solely on the Works, and the Tenderer's costs of protecting and securing the Works and less advance (Running A/c bill) payments received up to the date of the certificate, less other recoveries due in terms of the Contract, and less taxes due to be deducted at source as per applicable law.

**SECTION: 4****FORM OF AFFIDAVIT**

(SAMPLE FORMAT FOR AFFIDAVIT)

I, Sri ....., S/o Sri ....., aged ..... Years, residing at ....., Proprietor/Partner/Director of ....., do hereby solemnly affirm and declare in connection with the work, viz ..... listed at SI No. .... and Identification No. .... with ref to NIT No. ...., 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. The undersigned would authorise 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.
3. The undersigned understands and agrees that the Bid shall remain open for Acceptance 180 days from the date of opening of financial bid and on Acceptance the Bid shall also remain in force till the completion of the Work. And the undersigned shall claim no additional cost / charges for any price hike or increase in rate due to enhancement in the Schedule of Rates in force.
4. The undersigned agrees to authorise the authority to seek references from the Bankers of the undersigned.
5. If the contract is awarded to us, we will deploy at site all necessary T&P and equipments as specified in the Bidding Document, if any or as required for execution of work 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 duly 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. or Employer.
6. We would establish a site Laboratory, if required any, with minimum testing equipments / apparatus to conduct the various tests on soil, aggregates, cement, concrete to maintain the quality at site. We will upkeep the Laboratory set-up in good condition of the Project.
7. We would deploy at site all necessary technical Personnel as listed in Bidding Document any for efficient contract management and supervision of works with a view to achieving best quality of works at site.
8. We would carry out all necessary tests of all major items at frequency spelled out in the relevant IS Codes, Specification books etc 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.
9. Any departure whatsoever in any form will be considered as breach of contract. In such situation the Department at his liberty may with hold our payment till we rectify the defects or fulfil our contractual obligation. In this connection, Departmental decision will be final and binding.
10. 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.

# **SECTION: 5**

## **FORM OF BID BILL OF QUANTITIES**

[**Notes on Form of Bid** : The Tenderer shall download, fill in, sign and submit this **Bid Form** during execution of Agreement.]

### **FORM OF BID**

[**Notes on Form of Bid** :The Tenderer shall fill in and submit this Bid form with the Bid]

To : The Block Development Officer  
Kaliachak - II Development Block, Malda.

**NIT No :**

**SI No of Work :**

**Identification Number of the Works:**

**Description of the Works:**

**Estimated Amount put to tender:**

**Time allowed for completion:**

1. I / We offer to execute the works described above and remedy any defects therein in conformity with the Conditions of Contract, specifications, drawings, Bill of Quantities and Addenda for Percentage Rate contract, @ ..... % (In words ..... Percentage) LESS / EXCESS / AT PAR with the rates entered in the schedule of rates, as referred to in the Bidding Document and BoQ.
2. We undertake to commence the works on receiving the Work Order in accordance with the contract documents.
3. This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive. We hereby confirm that this Bid complies with the Bid validity and Earnest money required by the bidding documents.

**Authorised Signature :**

**Name and Title of Signatory :**

**Name of Tenderer :**

**Authorised Address of Communication :**

Telephone No (s) Office:

Mobile No :

Electronic Mail Identification (E-mail ID): -

## **BILL OF QUANTITIES**

### **Preamble**

1. The Bill of Quantities shall be read in conjunction with the Instructions to Tenderers, Conditions of Contract, Specifications and Drawings.
2. For the construction of works, the quantities given in the Bill of Quantities are estimated, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Tenderer and verified by the Engineer and valued.
  - vi. at the rates and prices tendered in the Bill of Quantities in the case of item rate tenders; and
  - vii. at percentage rate above or below or at par of the Schedule of Rates as tendered by the Tenderer.
3. The rates and prices tendered in the priced Bill of Quantities shall, except in so far as it is otherwise provided under the Contract, include all constructional plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out in the Contract.
4. Arithmetic errors will be corrected by the Employer accordingly.
5. For Percentage rate tenders, the Bill of Quantities will show in the bidding documents the rates used for different items.