



Office of the Project Officer cum District Welfare Officer  
Backward Classes Welfare, Purulia.  
Beside SP Office, PIN 723101  
Tele/fax No. :- 03252 222453, Mob: 8373068607  
Email :- [pobcwprl@yahoo.in](mailto:pobcwprl@yahoo.in), [pobcwprl@gmail.com](mailto:pobcwprl@gmail.com)

Memo No.- 731/BCWP

Dated: 20.05.2019

**NOTICE INVITING e-TENDER**

Notice inviting e-Tender No. **WB/BCWP/NIT-1(e)/2020-21 for SI-1** of the office of the Project Officer-cum-District Welfare Officer, Backward Classes Welfare, Purulia invites e-tender for the works detailed in the table below (Submission of Bid through [online](#))

**List of Schemes:**

| Sl. No. | Name of the work   | Estimated Amount (In Rs.) | Earnest Money (In Rs.) | Period of Completion  | Credential   | Eligibility of Contractor   |
|---------|--|---------------------------|------------------------|---|--|---|
| 1.      | Construction of Administrative Building (Ground Floor + 1 <sup>st</sup> Floor + 2 <sup>nd</sup> Floor + Fabrication Work) for West Bengal Kurmi Development and Cultural Board at Mouza – Dulmi, JL No. 04, Plot – 707, Purulia Town, Purulia. | Rs.199,54,339.00          | Rs. 3,99,087.00        | 240 (two hundred forty) days from the date of issue of work order | <b>Credential</b> at least <b>40%</b> of the estimated amount in <b>similar nature of work</b> | The bonafide contractors having sufficient experience in execution of <b>similar works</b> value not less than <b>40%</b> of work in a single contract within last <b>5 (Five)</b> years. |

\*\*\*\* N.B :- As Per Order No. :- 4608F(Y) Dated 18.07.2018, Additional Performance Security when the bid rate is 80% or less of the Estimate put to tender and no increase in scope of work of projects during execution phase.

In tenders for Government works, bids are sometimes received at a much lower rate than the Estimated Amount put to tender. In such cases, to ensure the quality and proper execution of the work in public interest, the Governor is placed to decide that 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.

The Additional Performance Security shall be submitted in the form of Bank Guarantee from any Scheduled Bank before issuance of the Work Order. If the bidder fails to submit the Additional Performance Security within seven working days from the date of issuance of Letter of Acceptance, his Earnest Money will be forfeited and other necessary actions as per NIT like blacklisting of the contractor, etc, may be taken. The Bank Guarantee shall have to be valid up to end of the Contract Period and shall be renewed accordingly, if required.

The Bank Guarantee shall be returned immediately on successful completion of the Contract. If the bidder fails to complete the work successfully, the Additional Performance Security shall be forfeited at any time during the pendency of the contract period after serving proper notice to the contractor. Necessary provisions regarding deduction of security deposit from the progressive bills of the contractor as per relevant clauses of the contract shall in no way be altered/affected by provision of this Additional Performance Security.

Henceforth, necessary provision shall be incorporated in all Notice Inviting Tenders and shall be part of the Contract Agreement.

This order will take immediate effect and necessary amendment in the West Bengal Financial Rules shall be made in due course.

- In the event of e-filling, intending bidder may download the tender documents from the website <http://wb-tenders.gov.in> directly with the help of Digital Signature Certificate. Necessary Earnest Money should be deposited as per G.O. No. 3975-F(Y) Dated, 28th July, 2016 of Finance Department (Audit Branch), Government of West Bengal, a copy of which is attached herewith. Necessary Earnest Money will be deposited by the bidder electronically: online- through his net banking enabled bank account, maintained at any bank or: offline- through any bank by generating NEFT/ RTGS challan from the e-tendering portal. Intending Bidder will get the Beneficiary details from e-tender portal with the help of Digital Signature Certificate and may transfer the EMD from their respective Bank as per the Beneficiary Name & Account No., Amount, Beneficiary Bank name (ICICI Bank) & IFSC Code and e- Proc Ref No. Intending bidder who wants to transfer EMD through NEFT/ RTGS must read the instruction of the Challan generated from E-Procurement site. Bidders are also advised to submit EMD of their bid, at least 3 working days before the bid submission closing date as it requires time for processing of Payment of EMD.
- Both **Technical Bid** and **Financial Bid** are to be submitted concurrently duly digitally signed in the website <http://wb-tenders.gov.in>

**WB/BCWP/NIT- 1(e)/2020-21 for SI-1**

Page 1

Sd/-

Project Officer-cum-District Welfare Officer  
Backward Classes Welfare, Purulia

Seal and Signature of the Tenderer

(Signature of Tender Accepting Authority)

3. Tender documents may be downloaded from website and submission of Technical Bid and Financial Bid will be done as per Time Schedule stated in Sl. No. 8.
4. The **FINANCIAL OFFER** of the prospective tenderer will be considered only if the **TECHNICAL BID** of the tenderer is found qualified by the Project Officer-cum-District Welfare Officer, Backward Classes Welfare, Purulia. The decision of the 'Tender Evaluation Committee' will be final and absolute in this respect. The list of Qualified Bidders will be displayed in the website.
5. All the certificates, testimonials desired in our tender as per the eligibility criteria will be verified with the original documents to be presented by the firms/agencies on the date of opening of the Technical bids. Accordingly all the bidders desirous in participating in bidding process must attend the bid opening and come prepared with all the original documents of which copies have been submitted with the tender for verification. Any bidder is found to be absent on the date of opening or fail to submit the original documents, their offers will be summarily rejected.
6. Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures.
7. **Eligibility criteria for participation in the tender:**
  - i) Registered Labour Co-Operative, Registered Engineers' Co-Operative Societies and Bonafied Outsiders will have to produce sufficient credential of executing similar nature of work for **40%** of the total amount of the each work of the N.I.T. in single tender, which is not more than last **5(five)** financial year preceding the year of N.I.T. (**Financial Year of completion of the work will be considered**) of State Govt. of West Bengal / Govt. of India in the shape of payment certificate or completion certificate with ref. to specific tender No. from appropriate authority not below the rank of Executive Engineer for taking permission. A Xerox copy (attested) of credential / payment certificate duly signed by the applicant is to be submitted along with the original for verification.
  - ii) **Trade license, Income Tax Return, Income Tax Acknowledgement Receipt for the latest Assessment year, P.T. Deposit Challan for the year 2018-2019, Pan Card, VAT/GST Registration Certificate, Power of attorney, Voter card are to be accompanied with the Technical Bid Documents.** *[Non-statutory documents]*
    - a. The prospective bidders or any of their constituent partner shall neither have abandoned any work nor any of their contract have been rescinded during the last 3 (three) years. Such abandonment or rescission will be considered as disqualification towards eligibility. (A declaration in this respect through affidavit has to be furnished by the prospective bidders without which the Technical Bid shall be treated as non-responsive.) *[Non-statutory documents]*
    - b. The rates quoted shall be inclusive of all taxes, duties and other charges as applicable.
    - c. The bidder should submit their technical bids and financial bids accordingly considering the new tax system because of introduction of GST –Act-2017, so as to comply with the said GST- Act -2017 as above whatever the estimated rate is there in the BOQ put to tender. *[Non-statutory documents]*
    - d. The prospective Bidders must have valid **Electrical contractors license** with Electrical Supervisors' Holding **Supervisor competency certificate** on the applicable parts or equivalent National Supervisors 'Certificate of Competency as per Central Electricity Authority (measures relating to safety and electric supply) Regulation 2010 (erstwhile I.E. Rules 1956) read with guideline issues from time to time by Directorate of Electricity, Govt. of West Bengal.
    - e. In case of Proprietorship, Partnership Firms and Company, Tax Audit Report in 3CD Form are to be furnished along with the Balance Sheet and Profit and Loss Account, and all the documents along with schedules forming the part of Balance Sheet and Profit & Loss Account should be in favour of applicant. No other name along with applicant's name in such enclosure will be entertained. *[Non-statutory documents]*
    - f. The prospective bidders should own or arrange through lease hold registered agreement, the required plant and machineries. Conclusive proof of ownership in favour of owner or leaser of plant and machineries in working condition shall have to be submitted. *[Non-statutory documents]*
    - g. Registered Partnership Deed for Partnership Firm only along with Power of Attorney is to be submitted. The company shall furnish the Article of Association and Memorandum. *[Non-statutory documents]*
    - h. Registered Labour Co-operative Societies are required to furnish valid Bye Law, Current Audit Report, Minutes of last A.G.M., valid certificate from A.R.C.S. along with other relevant supporting papers. *[Non-statutory documents]*
    - i. A prospective bidder shall be allowed to participate in a particular job either in the capacity of individual or as a partner of a firm. If found to have applied severally in a single job, all his applications will be rejected for that job, without assigning any reason thereof.
  - iii) Running payment for work may be made to the executing agency as per availability of fund. The executing agency may not get a running payment unless the gross amount of running bill is 50 (*fifty*) lakh or 30% of the tendered amount whichever is less. Provisions in Clause(s) 7, 8 & 9 contained in W.B. Form No. 2911(ii) so far as they relate to quantum and frequency of payment is to be treated as superseded.
  - iv) Adjustments of price vide notification no. 23-CRC/2M-61/2008 dated 13/03/2009 and no. 38-CRC/2M-61/2008 dated 20/04/2009 in respect of construction materials shall not be applicable. The bidders shall quote their rate accordingly.
  - v) **No mobilization advance and secured advance will be allowed.**
  - vi) **Security Deposit:**

Retention money towards performance Security amounting to 10% (*ten percent*) of the value of the work shall be deducted from the running account bill of the tenderer as per prevailing order including Earnest money. No interest will be paid on Security Deposit.

- vii) Agencies shall have to arrange land for erection of Plant & Machineries, storing of materials, labour shed, laboratory etc. at their own cost and responsibility.
- viii) All materials required for the proposed work including cement and steel shall be of specified grade and approved brand in conformity with relevant code of practice (latest revision) and manufactured accordingly and shall be procured and supplied by the agency at their own cost including all taxes. Authenticated evidence for purchase of cement and steel are to be submitted along with challan and test certificate. If required by the Engineer-in-Charge, further testing from any Government approved Testing Laboratory shall have to be conducted by the agency at their own cost.
- ix) Constructional Labour Welfare CESS @ 1% (*onepercent*) of cost of construction will be deducted from every Bill of the selected agency.
- x) Bid shall remain valid for a period not less than **180 (one hundred eighty)** days from the last date of submission of Financial Bid / Sealed Bid. If the bidder withdraws the bid during the validity period of bid, the earnest money as deposited will be forfeited forthwith without assigning any reason thereof.

**8.i) Date and Time Schedule:**

| SI. No. | Particulars   | Date & Time                 |
|---------|---|-----------------------------|
| 1.      | <b>Date of uploading of N.I.T. &amp; other Documents (Online) (Publishing Date)</b> | <b>20/05/2020 6:00 P.M.</b> |
| 2.      | <b>Documents download / sale start date (Online)</b>                                | <b>20/05/2020 6:00 P.M.</b> |
| 3.      | <b>Documents download / sale end date (Online)</b>                                  | <b>12/06/2020 6:00 P.M.</b> |
| 4.      | <b>Bid submission start date (On line)</b>  | <b>20/05/2020 6:00 P.M.</b> |
| 5.      | <b>Bid Submission closing (On line)</b>   | <b>12/06/2020 6:00 P.M.</b> |
| 6.      | <b>Bid opening date for Technical Proposals (Online)</b>                            | <b>15/06/2020 11:00 A.M</b> |
| 7.      | <b>Date for opening of Financial Proposal (Online)</b>                              | <b>17/06/2020 11:00 A.M</b> |

ii) All the Prospective Bidders shall have to execute the work in such a manner so that appropriate service level of the work is kept during progress of work to the successful completion of the work to the entire satisfaction of the Engineer-in-Charge may be considered towards release of full "Security Deposit". Clause-17 of 2911/2911(i)/2911(ii) form is revised in connection to release of Security deposit. Details of clause 17 is given below :

- 1) **Clause 17.** If the contractor or his workmen or servants or authorized representatives shall break, deface, injure, or destroy any part of building, in which they may be working, or any building, road, road-curbs, fence, enclosure, water pipes, cables, drains, electric or telephone posts or wires, trees, grass or grassland or cultivated ground contiguous to the premises, on which the work or any part of it is being executed, or if any damage shall happen to the work from any cause whatsoever or any imperfections become apparent in it at any time whether during its execution or within a **period of three months or one year or three years or five years , as the case may be (depending upon the nature of the work as described in the explanation appended hereto ) hereinafter referred to as the Defect Liability Period**, from the actual date of completion of work as per completion certificate issued by the Engineer -In-Charge , the Contractor shall make the same good at his own expense , or in default , the Engineer-in-Charge may cause the same to be made good by other workmen and deduct the expense (of which the certificate of the Engineer – in- Charge shall be final and binding on all concerned) from any sums , whether under this contract or otherwise , that may be them , or at any time thereafter become due to the contractor from the Government or from his security deposit , either full , or of a sufficient portion thereof and if the cost, in the opinion of the Engineer-in-Charge ( which opinion shall be final and conclusive against the contractor ) , of making such damage or imperfection good shall exceed the amount of such security deposit and / or such sums , it shall be lawful for the Government to recover the excess cost from the contractor in accordance with the procedure prescribed by any law for the time being in force .  
 Provided further that the Engineer-in-Charge shall pass the "Final Bill" and certify thereon , within a period of thirty days with effect from the date of submission of the final bill in Acceptable Form by the contractor, the amount payable to the contractor under this contract and shall also issue a separate completion certificate mentioning the actual date of completion of the work to the contractor within the said period of thirty days. The Certificate of the Engineer-in-Charge whether in respect of the amount payable to the contractor against the "Final Bill" or in respect of completion of work shall be final and conclusive against the contractor. However, the security deposit of the work held with the Government under the provision of Clause-I hereof shall be refundable to the contractor in the manner provided here under:-
- (a) For work with **three months Defect Liability Period:-**
    - (i) Full security deposit shall be refunded to the contractor on expiry of **three months** from the actual date of completion of the work.
  - (b) For work with **one year Defect Liability Period:**
    - (i) Full security deposit shall be refunded to the contractor on expiry of **one Year** from the actual date of completion of the work.
  - (c) For work with **three years Defect Liability Period:**
    - (i) **30%** of the security deposit shall be refunded to the contractor on expiry of **two years** from the actual date of completion of the work;
    - (ii) The balance **70%** of the security deposit shall be refunded to the contractor on expiry of **three years** from the actual date of completion of the work;
  - (d) For work with **five years Defect Liability Period:**

- (i) No security deposit shall be refunded to the contractor for **1st 3 years** from the actual date of completion of the work;
- (ii) **30%** of the security deposit shall be refunded to the contractor on expiry of **four years** from the actual date of completion of the work;
- (iii) The balance **70%** of the security deposit shall be refunded to the contractor on expiry of **five years** from the actual date of completion of the work;

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

- (i) The work of patch repair or patch maintenance in nature or a combination thereof the Defect Liability Period of the work shall be Three months from the actual date of completion of the work.
- (ii) Thorough Bituminous Surfacing work with bituminous thickness less than 40mm, Repair & Rehabilitation of any road / bridge / culvert/ building / Sanitary & Plumbing work, the Defect Liability Period of the work shall be one year from the actual date of completion of the work.
- (iii) Extension of building / bridge / culvert, construction of new flexible pavement up to bituminous level which has been designed for a period of 3 years or more, Widening and strengthening of flexible pavement designed for a period of 3 years or more, Improvement of riding quality/ Strengthening of flexible pavement designed for a period of 3 years or more; Providing only mastic asphalt layer over existing bituminous surface without providing bituminous profile corrective course / bituminous surface without providing bituminous profile corrective course/ bituminous base course, the Defect Liability Period of the work shall be three years from the actual date of completion of the work;
- (iv) Construction of new building / new bridge / new culvert , Reconstruction of building / bridge / culvert including construction of approach roads for bridge / culvert , Construction of rigid pavement, Reconstruction of rigid pavement, Construction of new flexible pavement covered by mastic work which has been designed for a period of 5 years or more. Widening and strengthening of flexible pavement covered by mastic work which has been designed for a period of 5 years or more, Improvement of riding quality/ Strengthening of flexible pavement covered by mastic work which has been designed for a period of 5 years or more the Defect Liability
- (v) Period of the work shall be five years from the actual date of completion of the work;

**(2)** The following paragraph shall be added to the Interpretation Clause of **CONDITIONS of CONTRACT:-**

"The word Government means the Government of the State of West Bengal in Public Works Department.

This bears concurrence of Group-T of Finance (Audit) Department vide their U.O. No 417 Dated:- 22-08-2017.

- iii) **Refund of Earnest Money:** The Earnest Money of all the unsuccessful bidders will be refunded through online process after uploading AOC (Award of Contract) procedure as per Government Order 3975-F(Y), dated 28/07/2016 of Secretary Finance Department, Govt. of West Bengal.
- iv) Site of work and necessary drawings may be handed over to the agency phase wise. No claim in this regards will be entertained.
- v) **Earnest Money:** The amount of Earnest Money @ 2% (two percent) of the Estimated Amount put to tender **will be converted into Security deposit after acceptance. Total 10% (including earnest money) will be deducted from the bill as security deposit. The bill will be paid after deducting I.T. @ 1% / 2% as the case may be & GST as per Govt. order and building & other construction workers welfare cess @ 1%. The security money will be released as per norms. This clause is also applicable for all categories of applicant except those are exempted as per prevailing Government Order.**
- vi) The Bidder at his own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the work as mentioned in the Notice Inviting Tender before submitting offer with full satisfaction. The cost of visiting the site shall be at his own expense.
- vii) Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in '**Instructions to Bidders**' stated in Section – 'A' before tendering the bids.
- viii) Conditional / Incomplete tender will not be accepted under any circumstances.
- ix) The intending tenderers are required to quote the rate online. In case of absurd/ imaginary quoted rate the undersigned holds the authority for Analysis of rate and submit a supporting estimate made by Licensed Engineer within stipulated time in this respect, otherwise the agency may be disqualified or debarred for maximum 5 (Five) years for participating in tender in this office.
- x) Agency once debarred from tendering process in any Block level or District level or State level will automatically disqualify in this department for participating in tender until his period is completed.
- xi) Debarring the contractor from work: In the event of any serious or repeated misconduct, delay or default in the execution of a work or works on the part of the contractor notwithstanding any action that may have been taken against him the contractor shall be liable to be debarred from allotment of further contract or work for such period in the future are may be determined by the authority imposing the bar.
- xii) Contractor shall have to comply with the provisions of (a) the contract labour (Regulation Abolition) Act. 1970 (b) Apprentice Act. 1961 and (c) minimum wages Act. 1948 of the notification thereof or any other laws relating thereto and the rules made and order issued there under from time to time.
- xiii) During scrutiny, if it comes to the notice of the tender inviting authority that the credential or any other paper found incorrect / manufactured / fabricated, that bidder would not be allowed to participate in the tender and that application will be rejected without any prejudice.
- xiv) **Project Officer-cum-District Welfare Officer, Backward Classes Welfare, Purulia** reserves the right to cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.
- xv) Extension of time: In cases where the delay is not due to any default on the part of the agency such extension of time will be allowed to the contractor as the Project Officer-cum-District Welfare Officer, Backward Classes Welfare, Purulia or his representative may think fit.
- xvi) If there be any objection regarding prequalifying the Agency that should be lodged on line to the Chairman of Tender Evaluation Committee within 1 (one) day from the date of publication of list of qualified agencies and beyond that time schedule no objection will be entertained by the Tender Evaluation Committee.

Sd/-

Project Officer-cum-District Welfare Officer  
Backward Classes Welfare, Purulia

- xvii) Before issuance of the WORK ORDER, the tender inviting authority may verify the credential and other documents of the lowest tenderer if found necessary. After verification if it is found that the documents submitted by the lowest tenderer is either manufactured or false in that case work order will not be issued in favour of the said Tenderer under any circumstances.
- xviii) If any discrepancy arises between two similar clauses on different notification, the clause as stated in later notification will supersede former one in following sequence:
- 1) N.I.T.
  - 2) Special Terms & Conditions
  - 3) Technical Bid
  - 4) Financial Bid

**9. Qualification criteria:**

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

- 1) Financial Capacity
- 2) Technical Capability comprising of personnel & equipment capability
- 3) Experience / Credential

The eligibility of a bidder will be ascertained on the basis of the document(s) in support of the minimum criteria as mentioned in 5 (i) & (ii) above and the declaration executed through prescribed affidavit in non-judicial stamp paper of appropriate value duly notarized. If any document submitted by a bidder is either manufactured or false, in such cases the eligibility of the bidder / tenderer will be rejected at any stage without any prejudice.

10. Escalation of Price on any ground and consequent cost over run shall not be entertained under any circumstances. Rates should be quoted accordingly.

11. **No price preference and other concession will be allowed.**

  
Project Officer-cum-District Welfare Officer  
Backward Classes Welfare, Purulia

Dated: 20.05.2020

Memo No. 731/1(9)/BCWP

Copy forwarded for information to:

1. The Sabhadhipati, Purulia Zilla Parishad, Purulia.
2. The District Magistrate, Purulia.
3. The Additional District Magistrate (Dev.), Purulia.
4. The Chairman, Purulia Municipality.
5. The Chairperson, The West Bengal Kurmi Development and Cultural Board, Purulia.
6. The District Engineer, Purulia Zilla Parishad, Purulia.
7. The D.I.O, N.I.C, Purulia / D.I.A, P.Z.P. for publication / upload the tender notice in District website.
8. The D.I.C.O, Purulia with the request to display in his notice board for publicity.
9. Office Notice Board.

  
Project Officer-cum-District Welfare Officer  
Backward Classes Welfare, Purulia

**Tender ID : 2020\_DM\_283286\_1**

Sd/-

Project Officer-cum-District Welfare Officer  
Backward Classes Welfare, Purulia

Seal and Signature of the Tenderer

(Signature of Tender Accepting Authority)