



GOVERNMENT OF WEST BENGAL
OFFICE OF THE EXECUTIVE OFFICER
DIAMOND HARBOUR – I PANCHAYAT SAMITI
DIAMOND HARBOUR, SOUTH 24 PARGANAS

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Memo No: 244/DH I PS

Dated: 10/03/2023

Re-NOTICE INVITING E - TENDER

(TWO COVER SYSTEM)

FOR Construction/ Repair/ Up-gradation of Rural Roads

Re-e-NIT No: 122/DH I PS Dated 10.03.2023

For and on behalf of Panchayats and Rural Development Department, Govt. of West Bengal, **Executive Officer, Diamond Harbour-I Panchayat Samiti, South 24 Parganas** invites Re-E-Tender in percentage rates for each of the following Road works under RASTASHREE by two cover system. Resourceful and Bona-fide contractors of Government/Semi Government/Undertaking/Autonomous Bodies/Statutory Bodies and Local Bodies who satisfy the terms and conditions set out in pre-qualification document and having registration in e-procurement portal (www.wbtenders.gov.in) under Govt. of West Bengal may submit their bids. The intending contractors must have completed at least one work of similar nature in a single contract as a prime contractor within last five years from the date of issue of this NIT, value of which is not less than 40% of the amount put to tender Or of 2(two) similar nature of work, each of minimum value of 30% of the estimated amount put to tender during last 5 year prior to issuance of this NIT. The pre-qualification documents are to be uploaded in two separate folders. One of the folders shall contain Technical documents. Financial Bids are to be uploaded in another folder. The Tenders shall be available for viewing in our website www.wbtenders.gov.in

Table- 1: List of Works

Sl. No	Name of the work under Administrative Block	Name of G.P.	Estimated Cost put to Tender (Rs.)	Earnest Money/ Bid Security (Rs.)	Tender fees (Rs.)	Completion Time	Defect liability Period
1	Construction of CC Road from H/O Tapan Khamaru to H/O Bablu Khamaru At Kanaigachi	Masat	2,79,763/-	5,595/-	560/-	15 days	1 year
2	Construction of CC Road from Kuleswar Pwd Road to Nabin Sangha Club	Dearak	1,67,492/-	3,350/-	335/-	15 days	1 year
3	Construction of CC Road from Hanar Pole to H/O Icher Sk	Masat	2,39,646/-	4,793/-	479/-	15 days	1 year
4	Construction of CC Road from Kanaigachhi Jama Masjid (Kabarsthan) to H/O Kader Sekh	Masat	1,56,887/-	3,138/-	314/-	15 days	1 year
5	Construction of CC Road from Molla Para to H/O Kalu Sk , Maddha Mashat	Masat	1,32,635/-	2,653/-	265/-	15 days	1 year
6	Construction of CC Road from H/O Afi Kaji to H/O Mamdadul Kaji	Dearak	1,41,102/-	2,828/-	283/-	15 days	1 year

Sl. No	Name of the work under Administrative Block	Name of G.P.	Estimated Cost put to Tender (Rs.)	Earnest Money/ Bid Security (Rs.)	Tender fees (Rs.)	Completion Time	Defect liability Period
7	Construction of CC Road from Kuleshwar Laskarpara Daroja to H/O Ohab Laskar	Dearak	1,72,139/-	3,443/-	344/-	15 days	1 year
8	Construction of CC Road H/O Sujit Bain to H/O Anil Bain	Masat	3,39,425/-	6,789/-	679/-	15 days	1 year
9	Construction of CC Road from H/O Bikash Sardar to H/O Lata Samaddar	Masat	1,38,684/-	2,774/-	277/-	15 days	1 year
10	Construction of CC Road from Paschim Moruiberia to Vaija Xerox Shop	Basuldanga	2,14,519/-	4,290/-	429/-	15 days	1 year
11	Construction of CC Road from H/O Haider Paik to H/O Rahamattulla Paik	Basuldanga	1,90,457/-	3,809/-	381/-	15 days	1 year
12	Construction of CC Road H/O Asmaul Mallick to H/O Kalachand Mallick	Basuldanga	1,77,624/-	3,552/-	355/-	15 days	1 year
13	Construction of CC Road from H/O Saidul Purkait to H/O Amin Laskar	Basuldanga	1,60,976/-	3,220/-	322/-	15 days	1 year
14	Construction of CC Road from Singberia Masjid to H/O Akbar Khan	Basuldanga	3,36,404/-	6,728/-	673/-	15 days	1 year
15	Construction of CC Road from H/O Sajamal to H/O Goli Khan	Basuldanga	1,83,571/-	3,671/-	367/-	15 days	1 year
16	Construction of CC Road from H/O Jiyarul Khan to H/O Mujibar Khan	Basuldanga	2,93,856/-	5,877/-	588/-	15 days	1 year
17	Construction of CC Road from Kuleshwar More to Kajipara.	Dearak	2,55,246/-	5,105/-	511/-	15 days	1 year
18	Construction of CC Road from Uttar Dearak H/O Asadul to H/O Sadhan Tili	Dearak	3,39,540/-	6,791/-	679/-	15 days	1 year
19	Construction of CC Road from Chanda Sanpuipara to H/O Sabir Sapui	Basuldanga	2,00,203/-	4,004/-	400/-	15 days	1 year
20	Construction of CC Road from Kutub Molla Shop to Mokka Masjid.	Basuldanga	2,51,440/-	5,029/-	503/-	15 days	1 year
21	Construction of CC Road from H/O Azad Ul Laskar to H/O Stephen.	Basuldanga	3,12,072/-	6,241/-	624/-	15 days	1 year
22	Construction of CC Road from Singberia Kheyakata to Panchagram Kheyakata.	Basuldanga	2,57,119/-	5,142/-	514/-	15 days	1 year
23	Construction of CC Road from Gothura Mohammed Piyada to H/O Mokor Piyada	Dearak	2,34,596/-	4,692/-	469/-	15 days	1 year

Sl. No	Name of the work under Administrative Block	Name of G.P.	Estimated Cost put to Tender (Rs.)	Earnest Money/ Bid Security (Rs.)	Tender fees (Rs.)	Completion Time	Defect liability Period
24	Construction of CC Road from H/O Kutubuddin Molla to H/O Abdul Hamid Molla	Basuldanga	3,02,915/-	6,058/-	606/-	15 days	1 year
25	Construction of CC Road from Purba Durgapur H/O Hafisuddin Molla to H/O Earak Ali Laska	Basuldanga	3,39,064/-	6,781/-	678/-	15 days	1 year
26	Construction of CC Road from Singberia Water Tank to H/O Sahamal Khan	Basuldanga	3,39,312/-	6,786/-	679/-	15 days	1 year
27	Construction of CC Road from Bendal Matin Tea Store to H/O Meghnath Ghata	Mashat	3,38,473/-	6,769/-	677/-	15 days	1 year
28	Construction of CC Road from Chanda Noyapara Primary School to H/O Aktar Hossain.	Basuldanga	3,39,094/-	6,782/-	678/-	15 days	1 year
29	Construction of CC Road from H/O Mohidul Molla to H/O Parijaan Bibi	Basuldanga	3,39,047/-	6,781/-	678/-	15 days	1 year
30	Construction of CC Road from H/O Sakur Sekh to H/O Phuli Sekh	Basuldanga	3,38,115/-	6,762/-	676/-	15 days	1 year
31	Construction of CC Road from H/O Najrul Halder to Local Burial Ground.	Basuldanga	2,35,043/-	4,701/-	470/-	15 days	1 year
32	Construction of CC Road from H/O Najrul Laskar to H/O Tarima Bibi	Basuldanga	3,39,291/-	6,786/-	679/-	15 days	1 year
33	Construction of CC Road from Purba Durgapur H/O Rahish Molla to H/O Ajahar Molla.	Basuldanga	3,29,228/-	6,585/-	659/-	15 days	1 year
34	Construction of CC Road from Krishnarampur Jama Masjid to Mondalpara Cemetery.	Basuldanga	3,38,488/-	6,770/-	677/-	15 days	1 year
35	Construction of CC Road from H/O Kashinath Adak to Shambhunath Pramanik Shop	Mashat	2,04,995/-	4,100/-	410/-	15 days	1 year
36	Construction of CC Road from Raghunath Nagar Primary School to H/O Sunil Roy	Mashat	2,66,323/-	5,326/-	533/-	15 days	1 year
37	Construction of CC Road from Mirpara Pole Math to Monir Par At Kuleshwar	Dearak	2,83,705/-	5,674/-	567/-	15 days	1 year
38	Construction of CC Road from Singberia Jalal Tea Shop to H/O Adip Khan	Basuldanga	3,39,409/-	6,788/-	679/-	15 days	1 year
39	Construction of CC Road from Binabani Club to H/O Utpal Mondal At Jobrali Village.	Parulia	5,36,309/-	10,726/-	1,073/-	15 days	1 year

Sl. No	Name of the work under Administrative Block	Name of G.P.	Estimated Cost put to Tender (Rs.)	Earnest Money/ Bid Security (Rs.)	Tender fees (Rs.)	Completion Time	Defect liability Period
40	Construction of CC Road from Khayrul Mondal Pan Shop to H/O Abutaher Khan	Basuldanga	4,42,615/-	8,852/-	885/-	15 days	1 year
41	Construction of CC Road from Dariyapur H/O Mujibor Khan House to H/O Jahangir Khan	Basuldanga	4,01,302/-	8,026/-	803/-	15 days	1 year
42	Construction of CC Road from H/O Basir Mondal to H/O Alauddin Mondal	Basuldanga	7,62,180/-	15,244/-	1,524/-	20 days	1 year
43	Construction of CC Road from H/O Laltu Halder to H/O Pabani Halder	Masat	1,37,186/-	2,744/-	274/-	15 days	1 year
44	Construction of CC Road from Raghunathnagar Pwd Road to H/O Haider Mallick	Masat	75,944/-	1,519/-	152/-	15 days	1 year
45	Construction of CC Road from H/O Kutubuddin to H/O Sabiruddin At Kankura Sheikhpara	Masat	82,461/-	1,649/-	165/-	15 days	1 year
46	Construction of CC Road from H/O Iliyas Sk to H/O Altap Sk	Masat	1,82,416/-	3,648/-	365/-	15 days	1 year
47	Construction of CC Road from Sangrampur Jame Masjid to H/O Saheb Sk	Dearak	95,083/-	1,902/-	190/-	15 days	1 year
48	Construction of CC Road from Kuleswar H/O Diphall Middya to H/O shymapada	Dearak	2,65,229/-	5,305/-	531/-	15 days	1 year
49	Construction of CC Road from H/O Jaynal Abdin Mondal to H/O Samim Mondal	Dearak	1,73,705/-	3,474/-	347/-	15 days	1 year
50	Construction of CC Road from Radhaballavpur Ration Shop to Dakhin Diyarak Culvert	Dearak	1,34,299/-	2,686/-	269/-	15 days	1 year
51	Construction of CC Road from Youth Sebasrom Club to Raghunathnagar Primary School	Masat	84,115/-	1,682/-	168/-	15 days	1 year
52	Construction of CC Road from H/O Laltu to H/O Hosan Kazi	Dearak	1,24,272/-	2,485/-	249/-	15 days	1 year
53	Construction of CC Road from Uttar Mohanpur Mollapara Mosjid to H/O Ajimuddin	Harindanga	1,94,247/-	3,885/-	389/-	15 days	1 year
54	Construction of CC Road from Bardron H/O Satyan Purkait to Jagadhatri Temple	Kanpur Dhanberia	1,03,648/-	2,073/-	207/-	15 days	1 year
55	Construction of CC Road from Ghosedchak Thakur Tala to H/O Aroti Halder House	Parulia	1,87,911/-	3,758/-	376/-	15 days	1 year
56	Construction of CC Road from Arun Halder to Japar Molla Shop	Basuldanga	1,32,466/-	2,649/-	265/-	15 days	1 year

Sl. No	Name of the work under Administrative Block	Name of G.P.	Estimated Cost put to Tender (Rs.)	Earnest Money/ Bid Security (Rs.)	Tender fees (Rs.)	Completion Time	Defect liability Period
57	Construction of CC Road from H/O Alamgir Paik to Abdul Koyal Land	Basuldanga	1,29,042/-	2,581/-	258/-	15 days	1 year
58	Construction of CC Road Near Joktabala Jama Masjid to H/O Akbar Molla	Basuldanga	1,47,172/-	2,943/-	294/-	15 days	1 year
59	Construction of CC Road from Sukdev Halder Shop to H/O Kader Molla	Basuldanga	1,48,780/-	2,976/-	298/-	15 days	1 year

- 1) Intending bidders may download tender documents from e-procurement portal of our website: www.wbtenders.gov.in **from 10/03/2023 17:30 Hours to 17/03/2023 (upto 17:30 Hours)**. The pre-qualification bid documents duly filled and digitally signed in all respect may be submitted online before **17:30 hrs (as per server clock) on 17/03/2023**.
- 2) Tender Inviting Authority will not take any responsibility for the delay caused due to non-availability of internet connection or traffic jam etc. for on-line bidding.
- 3) **Earnest Money/Bid Security: Cost of Bid Security/Earnest Money & Tender fees** may be remitted online through **ICICI Bank Payment Gateway Net banking (any of the banks listed in the ICICI Bank Payment gateway)** or may transfer through **NEFT/RTGS challan** generated from E-Procurement site. Intending bidders who wants to transfer through **NEFT/RTGS** must read the instruction of the Challan generated from E-Procurement site and may follow **Order no- 3975-F(Y) dated- 28.07.16 of Secretary to The Govt. of West Bengal, Finance Department**.
- 4) The Package number and UTR number should be clearly mentioned on the deposit challan. Payment made otherwise will be rejected.
- 5) The pre-qualification (Technical Bids) documents will be opened on **20/03/2023 at 12:00** hours by the authorized officers.
- 6) Tender Inviting authority reserves the right to call for original document for verification from successful bidder(s) only in case of exceptional circumstances.
- 7) The results of the technical evaluation shall be made public on e-procurement systems following which there will be a period of 48 hrs during which any bidder may submit **complaint** which shall be considered for resolution before opening the financial bid.
- 8) The Financial bid of the technically qualified bidders will be opened for evaluation and the financial bid of non-qualified bidders will remain unopened. No separate intimation will be given for this, unless the above date is changed. In case of change of date, due intimation will be given on-line only.
- 9) Tender Inviting authority reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids, at any point of time prior to the issuance of work order, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the authority's action.
- 10) Acceptance of Tender (AOT) / LOA will be issued after approval of competent authority.
- 11) GST, Cess, Taxes and Duties etc. if any at applicable rates will be deducted from the bill of the contractor.
- 12) **Additional Performance Security in Road Projects**
The Additional Performance Security shall be obtained and released from successful bidder, if the accepted bid value is more than or equal to 20% less than the estimated amount put to tender, vide order no 4608-F(Y) dated 18-07-2018 of finance dept. Govt. of West Bengal.

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

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

Clause 17 - If the contractor or his workmen or servants or authorized representatives shall break, deface, injure, or destroy any part of building, in which they may be working, or any building, road, road-curbs, fence, enclosure, water pipes, cables, drains, electric or telephone posts or wires, trees, grass or grassland or cultivated ground contiguous to the premises, on which the work or any part of it is being executed, or if any damage shall happen to the work from any cause whatsoever or any imperfection become apparent in it at any time whether during its execution or within a period of three months or one year or three years or five years, as the case may be (depending upon the nature of the work as described in the explanation appended hereto) hereinafter referred to as the Defect Liability Period, from the actual date of completion of work as per completion certificate issued by the Engineer-in-Charge, the contractor shall make the same good at his own expense, or in default, the Engineer-in-Charge may cause the same to be made good by other workmen and deduct the expense (of which the certificate of the Engineer-in-Charge shall be final and binding on all concerned) from any sums, whether under this contract or otherwise, that may be then, or at any time there after become due to the contractor from the Government or from his security deposit, either full, or of a sufficient portion thereof and if the cost, in the opinion of the Engineer-in-Charge (which opinion shall be final and conclusive against the contractor), of making such damage or imperfection good shall exceed the amount of such security deposit and/or such sums, it shall be lawful for the Government to recover the excess cost from the contractor in accordance with the procedure prescribed by any law for the time being in force.

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

A) The eligibility criteria are given below:

1. The applicant in the same name and style should have achieved annual turnover in any of the year over the last five years (excluding current FY) (50% of which is from civil engineering construction works and equivalent).
 - a) 60% of amount put to bid, in case the amount put to bid is Rs.200 lakhs and less.
 - b) 75% of amount put to bid, in case the amount put to bid is more than Rs. 200 lakhs.
2. The applicant in the same name and style as prime contractor should have successfully completed at least one contract of same type of **work at least 40% value of the proposed contract within the last 5 years from date of Publication of this NIT Or of 2(two) similar nature of work, each of minimum value of 30% of the estimated amount put to tender during last 5 year prior to issuance of this NIT.**
3. The contractor should have sufficient technical manpower, tools and plants to complete the work
4. The prime contractor should have necessary bid capacity to execute the work. (Bid capacity will be calculated for work valued more than 1 Cr.)
5. Financial statements for the last 03 (three) years (Audited if applicable).
6. Income Tax return should be submitted for last 3 years.
7. GST registration Certificate, Professional Tax registration certificate, Card (Income Tax), Trade license should be furnished.
8. Joint venture will not be allowed
9. Proposal for sub-contracting is not allowed
10. No **CONDITIONAL/INCOMPLETE TENDER** will be accepted under any circumstances.
11. The bid of Any Black listed agency will not be accepted.

12. Arbitration will not be allowed in any case.

13. Prospective applicants are advised to note carefully the **documents to be uploaded** for qualification as mentioned in the “Instruction to Bidder’ before bidding.

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

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

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

B) List of Important Dates of Bids:

Sl No.	Particulars		Date	Time
1	Published Date		10/03/2023	17:30 Hrs
2	Documents Download / Sale Start Date	From	10/03/2023	17:30 Hrs
3	Documents Download / Sale End Date	To	10/03/2023	17:30 Hrs
4	Pre Bid Meeting		15/03/2023	11:00 Hrs
5	Bid Submission Start Date		10/03/2023	17:30 Hrs
6	Bid Submission End Date		17/03/2023	17:30 Hrs
7	Bid Opening Date (Technical)		20/03/2023	12:00 Hrs
8	Bid Opening Date (Financial)	After Evaluation of technical Bid		
9	Place of Opening Bid	Chamber of Executive Officer, Diamond Harbour I PS		
10	Officer Inviting Bid	Executive Officer, Diamond Harbour I PS		
10	Last Date of Bid Validity	90 days from the date of opening of Financial Bid		

No separate intimation will be given for this, unless the above date is changed. In case of change of date, due intimation will be given on-line. No individual intimation will be given.

Instructions to Bidders (ITB)

A. Scanned copies of the following documents to be up-loaded in PDF format in e-portal website <https://www.wbtenders.gov.in>

1. Copy of Earnest money/ Tender fees deposit challan with clearly written UTR/Txn number (If EMD submitted in offline mode through Bank account)
2. GST registration certificate (GSTIN)
3. Pan card (IT)
4. Trade license (latest valid)
5. Income tax return for last 3 years
6. Professional Tax registration certificate
7. Financial statement and Balance sheet of last 3 years. (audited If applicable)
8. Payment certificates (Signed by Competent Authority)/self attested 26AS to be uploaded in support of Turnover. The turnover will be indexed at the rate of 8 percent simple interest for a year.
9. Credentials for successful completion (certificates from the officer not below the rank of Executive Engineer / or equivalent) of at least one contract of same type of work in the same name and style as prime contractor having a magnitude of at least **40% of the amount put to tender** of the proposed contract within the last 5 years from the date of publication of this NIT **Or of 2(two) similar nature of work, each of minimum value of 30% of the estimated amount put to tender during last 5 year prior to issuance of this NIT.**
10. All tools and plants required for the work will have to be supplied by the contractor at his own cost.
11. Tender form and NIT with all addendum and corrigendum to be uploaded will be (download and digitally signed. Quoting rate will only encrypted in the B.O.Q under financial bid. In case quoting any rate in printed tender form, the tender will be summarily rejected)
12. Special terms and conditions and specifications of work
13. Partnership firm shall furnish **partnership deed** and company shall furnish the Article of Association and Memorandum.
14. The registered cooperative societies should submit the registration certificate.
15. Power of attorney (in case of Partnership firm /Registered Co-Operative Society/company) to be uploaded.
16. Notaried Affidavit in non judicial stamp paper regarding non employment of any Government official under him, deployment of machineries, laboratory equipment; technical personnel, correctness of certificates, and investment of minimum cash up to 30% of estimated cost etc. as per **annexure-A**.
17. Letter head of the agency/contractor containing Name addresses and contact details. During the currency of the project and after completion if the address of the agency/contractor changes, it will be the responsibility of the contractor to intimate the authority regarding such changes.
18. Others (if any)

B. Other instructions

1. Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.
2. The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.
3. No Mobilization Advance and Advance against purchase of equipments will be paid for the work.
4. No Advance of any kind will be paid for the work under any circumstances.

5. Under no circumstances Escalation in prices in materials, labour charges, cost of P.O.L. & arbitration will be entertained.
6. The Employer requires the bidders / Contractors to strictly observe the laws against fraud and corruption in force in India, namely, Prevention of Corruption Act, 1988.
7. There will be no price preference to any bidder.
8. No interest claim will be admissible during refund of earnest money and security deposit.
9. Uploaded documents of valid successful bidders may be verified with the original in due course. The valid successful bidders have to show the originals to the concerned authority as and when required.
10. Any bill (running account/final) payment of proposed executed work may be made to Agency as per availability of fund.
11. Bid of any Black listed bidder will be rejected.
12. The engaged contractor will have to get registered under BOCW (RECS) act and shall have to contribute towards " The West Bengal Building and other Construction Workers' welfare fund" @ 1% (One percent) of the gross amount of the work by way of deduction from Running and /or final bill.
13. **Earnest Money & Security Deposit:** The Earnest Money (2% of amount put to tender) will be converted to Security deposit. The Balance amount of Security Deposit (as per Govt. order in force during pendency of the contract) money will be deducted from running and final bill.
14. **The Security Deposit will be released to the contractor as stated below.**
 - (a) **For work with three months Defect Liability Period:**
 - i) Full security deposit shall be refunded to the contractor on expiry of three months from the actual date of completion of the work.
 - (b) **For work with one year Defect Liability Period:**
 - i) Full security deposit shall be refunded to the contractor on expiry of one year from the actual date of completion of the work.
 - (c) **For work with three years Defect Liability Period:**
 - i) 30% of the security deposit shall be refunded to the contractor on expiry of two years from the actual date of completion of the work;
 - ii) The balance 70% of the security deposit shall be refunded to the contractor on expiry of three years from the actual date of completion of the work;
15. Time allowed for completion of work will be measured from the date of issue of work order
16. If any erroneous printing found after agreement or any time in the SOQ (Schedule of Quantity) Quantity or Rate, the Tender Inviting authority reserve the rights to correct the same as per approved original estimate.
17. Bidding documents (NIT and SBD) is to be uploaded by the bidder. The bidder has to only agree/ disagree on the conditions in the bidding document. The bidders who disagree on the conditions of bidding document cannot participate in the tender and his /their bid will be treated as informal.
18. ***Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:***
 - (i) Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and / or record of submission of any false / fake document(s).
 - (ii) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

- (iii) Participated in the previous bidding for the same work and had quoted unreasonably high or low bid prices and could not furnish rational justification for it to the Employer.
19. The successful bidder shall have to abide by all the labour related and other rules, regulations and laws of the land and the Tender Inviting Authority in no way shall be held responsible for financial or any other consequences arising out of non his noncompliance of the same.
20. **Intending Bidder should read carefully read the CI No 41 of GCC regarding the suspension and debarment policy before participating the tender.**
21. **Tax Invoice needs to be issued by the agency**/contractor for raising claim showing separately the tax charged in accordance with the provisions of GST Act, 2017.
22. Contractor should have to ensure the engagement of **JOB CARD holders** as unskilled workers for execution of awarded work/s.
23. **Priority of Documents:** The documents forming the contract are to be taken as mutually explanatory of one another. For purpose of interpretation, the priority of the documents shall be in accordance with the following sequence.
- Form No. 2911
 - Notice to Proceed with the works;
 - Letter of acceptance;
 - Notice Inviting Tender
 - Special Conditions of Contract and General Conditions of Contract (as per Form2911)
 - Specifications;
 - Drawings;
 - Bill of Quantities; and
 - Any other document listed in the Contract Data as forming part of the Contract.

Sd/-

**EXECUTIVE OFFICER
DIAMOND HARBOUR - I PANCHAYAT SAMITI
SOUTH 24 PARGANAS**

Memo No: 244/1(12)/ DH-I PS

Dated: 10/03/2023

Copy forwarded for kind information and wide publication to:-

1. The Additional District Magistrate (Z.P.), South 24 Parganas, Alipore, Kolkata-700027.
2. The Sub-Divisional Officer, Diamond Harbour, South 24 Parganas.
- 3-6. The Executive Officer, Diamond Harbour-II / Falta / Magrahat-I / Magrahat-II Panchayat Samiti, South 24 Parganas.
7. The Assistant Labour Commissioner, Diamond Harbour, South 24 Parganas.
8. The Chairman, Diamond Harbour Municipality, South 24 Parganas.
9. The Savapati / Saha-Savapati, Diamond Harbour –I Panchayat Samiti.
10. The Karmadhyakshma, Purta, Karjya-O-Paribahan Sthayee Samiti, Diamond Harbour-I Panchayat Samiti.
11. D.I.O.,NIC, South 24 Parganas with request to upload the matter to the office WEBSITE, South 24 Parganas Z.P.
12. The UD(PS), Diamond Harbour – I PS; Please arrange to publish in daily newspaper, Notice Board & Website.

Sd/-

**EXECUTIVE OFFICER
DIAMOND HARBOUR - I PANCHAYAT SAMITI
SOUTH 24 PARGANAS**

ANNEXURE-A

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

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

1. That I, the undersigned do certify that all the information furnished & statements made in the bid documents are true and correct to the best of my knowledge and belief.
2. That the undersigned also hereby verifies that neither any near relations of staff and officers of the department nor any retired gazetted officers are in our employment.
3. The undersigned would authorize and request any bank, person, firm or corporation to furnish pertinent information as deemed necessary and or as requested by the department to verify this statement.
4. The undersigned understands and agrees that the bid shall remain open for Acceptance 90 days from the date of opening of financial bid.
5. The undersigned agrees to invest 30% of the contract price of works by cash during the implementation of the works.
6. The undersigned agrees to authorize the authority to seek references from the bankers of the undersigned.
7. If the contract is awarded to us, we will deploy at site all necessary T&P and equipments immediately on receipt of the work order. We would commence the work only on deployment of machineries at site to the full satisfaction of the Engineer-in-Charge. We would be duty bound to use those equipments at site to achieve the best result as per requirement of the contract. We would upkeep and maintain those equipments in running condition till completion of the Project. Any breakdown of any equipment will be replaced immediately. No part of equipment will be shifted to another site without the written permission of the E.I.C.
8. We would establish a site laboratory with minimum testing equipments/ apparatus to conduct the various tests on soil, aggregates and cement, concrete to maintain the quality at site. We will upkeep the laboratory set-up in good condition of the project.
9. We would deploy at site all necessary technical personnel for efficient contract management and supervision of works to the full satisfaction of the Engineer in Charge with a view to achieving best quality of works at site.
10. We would carry out all necessary tests of all major items at frequency spelled out in the contract document to the full satisfaction of the Engineer in Charge to achieve the best quality work at site. We will be contract bound to bring to the notice of the EIC any non-compliance of test results along with the action taken report.

11. Any departure whatsoever in any form will be considered as breach of contract. In such situation the department at his liberty may withhold our payment till we rectify the defects or fulfill our contractual obligation. In this connection, Departmental decision will be final and binding.
12. The undersigned also certifies that neither we have abandoned any work awarded to us, nor any penal action was taken against us by any department. The undersigned also declares that we do not have any running litigation with any department.

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

ANNEXURE-B

BANK GURANTEE FOR ADDITIONAL PERFORMANCE SECURITY DEPOSIT

To
 The Executive Officer
 Diamond Harbour-I Panchayat Samiti
 South 24 Parganas

	Account Details
Account Name	
Beneficiary Bank Account No	
IFSC Code	
MICR Code	
Branch Address	

WHEREAS [NAME AND ADDRESS OF CONTRACTOR] (here after called “The Contractor”) has undertaken , in pursuance of to execute..... (hereinafter called “The Contract”).

AND WHEREAS it has been stipulated by you in the said contract that the contractor shall furnish you with a Bank Guarantee by a scheduled commercial bank for the sum specified therein for ‘ADDITIONAL PERFORMANCE SECURITY DEPOSIT’ for compliance with his obligation in accordance with the Contract.

AND WHEREAS we (indicate the name of the bank branch) have agreed to give the contractor such a Bank Guarantee.

NOW THEREFORE we (indicate the name of the bank & branch) hereby affirm that we are the Guarantor and responsible to you on behalf of the contractor , up-to a total of Rs..... [amount of guarantee].....(in words). We undertaken to pay you, upon your first written demand and without cavil or argument, a sum within the, limits of [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein to the above beneficiary bank account.

