ABRIDGE NOTICE INVITING e-TENDER

e-Tender Reference No: -5/19/20-21/SSA
dated: 30/02/2020

The District Education Officer, Samagra Siksha Abhiyan, Nadia is hereby inviting the tender for the mentioned below through electronic tendering (e-Tendering) mode in two cover system from the eligible bona-fide bidders etc.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of the work</th>
<th>Tender value (Rs.) excluding all Taxes</th>
<th>Earnest Money (Rs.)</th>
<th>Complete on period</th>
<th>Credential value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Ground Floor Construction Works Room at Purnanagar Purnachandra High School, Ranaghat II Block</td>
<td>28,50,448.00</td>
<td>65,102.00</td>
<td>240 days</td>
<td>40 % of the tender value i.e. 32,55,072.00 in a single work order of similar nature of work.</td>
</tr>
<tr>
<td>2</td>
<td>Construction Works of Two Toilets at Purnanagar Purnachandra High School, Ranaghat II Block</td>
<td>4,04,624.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>32,55,072.00</td>
<td>65,102.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Eligibility of Bidders: Bona-fide and Experienced bidders / Registered Cooperative societies formed by unemployed Engineers and Labour cooperatives working in Govt./ Semi Govt./PSU having 40% credential in a single work order of 100% (preferable) similar Nature of last 5(Five) years from the date of upload of NIT. Any bidder willing to take part in the process of e-tendering has to be enrolled and registered with the Government e-procurement system. The agency / bidders may get preference first if they attached the credentials of 100% similar nature of works then the other bidders may allow if the tender authority satisfied with bidding documents. The intending Bidders may download the tender documents by logging to the link www.wbtenders.gov.in. Instructions / Guidelines for Tenders for electronic submission of the tenders through online have been incorporated in the Detail Notice / Bid Document for assisting the bidders to participate in e-tendering.

Remittance of EMD & Paper value: In the event of e-Filing, tendering bidder may download the tender document from the website directly by the help of Digital signature certificate & necessary cost of earnest money and cost of tender document should be remitted through the bank NEFT/RTGS in favour of "Samagra Shiksha Abhiyan, Nadia", payable at Krishnanagar through at the website link www.wbtenders.gov.in or RTGS/NEFT Challans in case payment through ICICI bank payment gateway. Or ii) Net Banking (any of the banks in the ICICI Payment gateway) in case payment through ICICI bank payment gateway.

Both technical Bid and Financial Bid will be submitted concurrently duly digitally signed in the Website https://wbtenders.gov.in. Tender document may be downloaded from website & submission of Technical Bid/ Financial Bid will do as paper Tender schedule stated in specific point. The documents submitted by the bidders should properly be indexed and be self-attested with seal.

Eligibility criteria for participation in tender: The prospective bidders shall have satisfactorily completed as a prime agency during the last 5 (five) years prior to the date of issue of this Notice against one work of similar nature under the authority of state/ Central Govt , state/ Central Govt. undertaking /statutory Bodies constituted under the statute of the Central / State Government and having a magnitude of 40% (forty) percent of the Estimated amount put to tender.(Non-Statutory Documents) i.e. the magnitude of the credential should be the magnitude of the estimated amount of the work which the agency has completed.

N.B. Estimated amount, Date of completion of project & detail communicational address of client with phone number must be indicated in the credential certificate. Final payment certificate and/or completion certificate along with work order will only be entertained as CREDENTIAL.

The copy of the work order/ letter of acceptance (L.O.A) along with the specific price schedule of the work for which the credential has been issued must be attached. Otherwise the tender accepting authority reserves the right to reject the technical bid suo-moto.

Valid up to date GST registration documents, up to date Income Tax Return for the assessment (last three years), PAN CARD & up to date professional tax clearance challan, audit report(if applicable as per Income Tax Act.) etc. to be accompanied with the Technical Bid document,(Non Statistical Documents). The agency may quote their rate (Percentage above/ below) with the anticipation that the unit rate of the B.O.Q. derived according to schedule of rates 2017 of P.W.D. No Mobilization advance and secured Advance will be allowed. Agencies shall have to arrange land for creation of plant & Machineries, storing of materials, labour shed, Laboratory etc. at their own cost and responsibility.

Bids shall remain valid for a period not less than 180 (one hundred eighty) days after the dead line date for Financial Bid/ sealed Bid. Bid valid for a shorter period shall be rejected by the “Tender committee” as non-responsive.
### List of IMPORTANT DATES [Section:1]

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Date &amp; Time</th>
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<th>Date &amp; Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Publish Date</td>
<td>30.06.2020 at 15.00 IST</td>
<td>Bid opening date</td>
<td>27.07.2020 at 11.00 IST</td>
</tr>
<tr>
<td>Bid document download start date</td>
<td>30.06.2020 at 15.00 IST</td>
<td>Bid document sale end date</td>
<td>24.07.2020 at 17.00 IST</td>
</tr>
<tr>
<td>Bid submission start date</td>
<td>30.06.2020 at 15.00 IST</td>
<td>Bid submission end date</td>
<td>24.07.2020 at 17.00 IST</td>
</tr>
</tbody>
</table>

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

### INSTRUCTION TO BIDDERS

1. **General Guidance for e- Tendering:** Instructions / Guidelines for Tenderers for electronic submission of the tenders on line have been annexed (Annexure-1) for assisting the Tenderers to participate in e- tendering.

2. **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 . The Tenderer have to click on the respective link for e- tendering site as given on that web portal.

3. **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.

4. **Collection of Tender Documents:** The Tenderer can search and download NIT and tender documents electronically from computer once he/she logs in 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 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.

5. **Submission of Tender and its conditions ,General process of submission:**

   I. Tender is to be submitted on line through the website stated in clause 4 before the prescribed date and time, in two cover system, one is technical proposal and the other is financial proposal. Using the Digital signature Certificate (DSC), the documents are to be uploaded after virus scanned and digitally signed. The documents will get encrypted and transformed into non-readable formats.

   II. Supporting scanned documents related with cost of Tender Documents will be uploaded and for qualified bidders the same in original need to be deposited (if asked) in sealed cover in the box which will be kept in the office chamber of The District Education Officer, Samagra Shiksha Abhiyan, Nadia prior to closing of Bid submission.

   III. **ALL THE TIMES MENTIONED IN THIS NOTICE ARE AS PER THE SERVER CLOCK**, if not mentioned otherwise.

   IV. The District Education Officer, Samagra Shiksha Abhiyan, Nadia 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. **Instruction to Bidders**

6.1. **Tender fees and Earnest money**

   i. The earnest money Deposit (EMD), as mentioned in the NIT, should be deposited through NEFT/ RTGS or online payment gateway in favour of Samagra Shiksha Abhiyan, Nadia, and other payment shall not be accepted.

   ii. Last date for submission of original copies of the cost of Tender Documents and Earnest Money is as mentioned earlier in Section :1(List of important dates) of this Bidding documented in the manner as stated above and non-submission of the Earnest Money will be treated as disqualification of the Tenderer and his Tender will be rejected.

6.2. **Technical proposal:** The Technical proposal should contain scanned copies of the following in further two covers (folders).

6.2a. **Statutory cover (folder)** containing Digitally signed copy (virus scanned) of the i) documentary proof of Earnest Money Deposit , as prescribed in the NIT, against each serial of work, in favour of Samagra Shiksha Abhiyan, Nadia should be uploaded to the tender portal. ii) Notice inviting Tender, Instructions to Tenderers, General conditions of contract, special Terms & Conditions and other documents as specified in the Bidding Document . iii) Supporting scanned copy of NEFT/RTGS for cost of tender papers.
6.2b. 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 certificate and IT return for last 3 years, PAN valid up to the date of opening of the tenders.

iii. GST Return certificate of the last quarter of the previous financial year.

iv. Registered Deed for partnership firm / joint Ventures, if any.

V) Completion certificate [to be substantiated by payment certificate (s), if specially asked by the Authority] as stated in clauses 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 Register of cooperative societies (ARCS) (for Engineers co-operative Societies and labour cooperative societies)

VII. 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 / want to participate. If it is detected that any Tenderer is participating in serial of work under dual identity, tender proposals for all such firms having common interest of that Tenderer for that work will be rejected.

VIII. Failure of submission of any one of the above mentioned documents will render the tender liable to summarily 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) on line through computer in the space marked for quoting rate in the BOQ. [If any tender wants to quote rate AT PAR, he/ she should quote 0.00% Less or Excess] only download copies of the above documents are to be uploaded, virus scanned and digitally signed by the Tenderer.

Note: 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 on line submission of Tender and also duly fill the form of BID, sign it and submit after accepting the Tender.

6.4.1. Completion Certificate : i) Completion Certificate should contain (a) Name of the work , (b) Name of the 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. ii) Such certificate is to be countersigned by the appropriate authority of the concerned Department. iii) Completion certificate of work executed in other 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 (KMW&SA) ,Kolkata Municipal Corporation (KMC) , Hooghly River Bridge Commissioner (HRBC); Engineering Departments of Central Government and organization , like Farraka 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.

6.4.2 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 unloaded soft copies or if there is suppression, the tenderer will be suspended from participating in the tenders on e-Tender platform for a three (3) years. In addition, his user ID will be deactivated and Earnest Money Deposit will stand forfeited. Besides, The District Education Officer, Samagra Shiksha Abhiyan, Nadia may take appropriate legal action against such defaults tenderer as Government norms regarding debarment of bidders.

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 Employment & Condition of service ) Act 1966, and or other deduction like GST etc. have to be borne by the Tenderer and the rate should be quoted accordingly after consideration of all.

6.6 Site Inspection before submission of tender:

Before submitting any tender, the intending Tenders 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 involve in the execution of work in all respected no claim whatsoever will be entertained non these account afterwards.
6.8 Pre-Bid Meeting:

The intending Tenderers may attend the pre-bid meeting (if specified in section 1) for any clarification regarding online submission in the office chamber of the undersigned at The District Education Officer, Samagra Shiksha Abhiyan, Nadia.

7 Opening and evaluation of tender.

7.1 Opening of Technical proposal: i. Submission of the EMD (Earnest Money Deposit) is a pre-requisite and the intending Tender who submit the same in original in the manner as specified in clause 6 of this ITB (Instruction to Bidders) at the place and within the time specified will be treated as primarily eligible.

Note: if any Tenderer is exempted from payment of EMD, copy of relevant Government order need to be furnished. ii. The pre-qualification documents alone of the primarily eligible Tenderers, as defined in clause.

7. ii above, will be opened on the date and time as mentioned in section 1 earlier by the The District Education Officer, Samagra Shiksha Abhiyan, Nadia and / or his authorized representatives electronically from the website in presence of the available Tenderers. iii. Tenderers may remain present if they so desire. iv. Cover (Folder) for statutory Documents should be opened first and if found in order, cover (Folder) for Non-statutory Documents will be opened. If there is any deficiency in the statutory Documents, the tender will summary be rejected. V. Decrypted (transformed into readable formats) documents of the Non-Statutory cover will be downloaded for and scrutinization and verification with the originals.

7.2 Tender Selection Committee (TSC) suspension or Debarment committee: Committee already constituted by the The District Education Officer, Samagra Shiksha Abhiyan, Nadia for scrutiny, verification and recommendation for Acceptance or Rejection of Tender.

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 evolution, the tenderer(s) may be summoned and 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 in not satisfied with the decision of the Tender selection Committee may prefer an appeal to be The District Education Officer, Samagra Shiksha Abhiyan, Nadia in writing within two working days after the date of uploading of the summary list of the successful Tenderers. Copy of such appeal should also be sent to the Tender Inviting Authority, i.e. the District Education Officer, Samagra Shiksha Abhiyan, Nadia. otherwise any further appeal may not be entertained.

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 bids 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 within prefixed time fame by The District Education Officer, Samagra Shiksha Abhiyan, Nadia 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 changed of date, the 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 for their recommendation accordingly. (ii) The encrypted copies will be decrypted and be placed before the Tender selection and rates will be read out to the Tenderers remaining present at the 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 fare 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 total end sealed bids to the 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. Acceptance of Tender
Lowest valid rate should normally be accepted. However, the District Education Officer, Samagra Shiksha Abhiyan, Nadia does of bind to do so and reserves the right to effect any or all the tenders for valid reasons and also reserves the right to distribute the work amongst more than one tenderer. The District Education Officer, Samagra Shiksha Abhiyan, Nadia also reserves the right of reject or cancel any or all pre-qualification documents and Financial bid document without assigning any reason whatsoever considering situation time being.

9. Issue of work order

The Work order will be issued after accepting the Tender by the authority and in accordance with the variability of fund. In case if the total fund not available during the issue of work order the bidder have to complete the full volume / amount of works in due time and the authority may remit the bill value as the fund receive or as early as possible.

10. Refund of Earnest Money of the unsuccessful tender(s)

The Earnest Money Deposit of the unsuccessful Tenders as well as of others will be refunded as per terms and conditions laid down tender norms provided by the Finance Department.

11. Payment

The payment of final bill for any work will be made according to be availability off end no claim to delay in payment will be entertained. However, The District Education Officer, Samagra Shiksha Abhiyan, Nadia will take its utmost effort in arranging of fund and clearing the payments so far as possible.

12. Supply of materials

All materials required for the works are to be supplied by the agency at own cost & preserves at his arrangement.

13. 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 this issued shall be part of the bidding documents and shall be communicated inviting 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 Tenders shall acknowledge receipt of such 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.

14. Information to be furnished by the Tenderer

A) Authorized addresses 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). b. Qualification information i.e. completion certificate, payment certificate, Statement showing all the ongoing and completed works during recent past against (e-mail ID). Supporting documents, affidavit and undertaking as specified in the Bidding Document. c. Undertaking that the bid shall remain valid till the completion of the work. D. Any other information / documents required to be completed and submitted by Tenderers. E) An affidavit affirming that information he has furnished in the bidding document is correct to the best of his knowledge and belief and be duly attested by the approved authority such Notary Public etc. F) An index furnishing the page nos. of all documents submitted. G) Check list, duly filled up. H) Each part shall separately be uploaded as specified in this notice. I) Bidders information form must be filled up properly in excel format only and the same is to be uploaded to the portal. J) Intending labour co-operative societies & Unemployed Engineer Co-operative Societies should enclose the documents in proof of their registration & validity to participate in this tender during the period of deposition of tender. No exemption will be allowed regarding deposition of Earnest money.

15. Submission of original Documents: If asked by the Tender inviting Authority, Tenderer should submit the original copies of all the documents submitted online within the time and date as mentioned earlier (if specified) without fail. If any Tenderer fails to submit the original hard copies of the unloaded documents within the timeframe 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. Beside's, The District Education Officer, Samagra Shiksha Abhiyan, Nadia may take appropriate legal action against such defaulting Tenderer as per Govt. Norms.

16. If the date of opening of tender falls in holiday or other reasons, the tender will be opened on the next working day at the same time and venue.

17. Conditional and incomplete tenders are liable to be summarily rejected.

18. 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

Short title and Definitions:  
a) The Department is The District Education Officer, Samagra Shiksha Abhiyan, Nadia.  
b) Work, is what the contract requires the Bidder to construct, install, maintain, and turn over for the Employer.  
c) 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 work.  
d) The contract is the contract between the Employer and the Bidder to executive, complete, and maintains the works. It consists of the documents listed in NIT.  
e) On behalf of The District Education Officer, Samagra Shiksha Abhiyan, Nadia, the Employer is The District Education Officer, Samagra Shiksha Abhiyan, Nadia for the purpose of invitation / evaluation /department of tender, entering into the agreement. The Employer is the party as defined in the contract Data, who employs the Bidder 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 Bidder or the Agency or the Tender or the Bidder etc. (all these are same), as may be defined in the Bidding Document, is a person or corporate body who’s Bid / Rate is 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 contact.  
k) the Bidder’s Bid is the completed bidding document submitted by the Bidder 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 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.  

1. 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 contracts, contracts 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. Successful bidder have to execute formal agreement with the The District Education Officer, Samagra Shiksha Abhiyan, Nadia prior to receiving the award of contract / work order and should submit a work programme. 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 The District Education Officer, Samagra Shiksha Abhiyan, Nadia, 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 clause 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 comers and no plea/ complaint 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.

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 ad 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 spare able 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 E.I.C before starting of work.

12. Before starting of 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 that purpose. And if 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 up to 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 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 and the direction of the E.I.C. is to be strictly followed.

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) Department in vogue at the time of entering into contract. It rates of such item do not appear in the schedule of either PWD/PW(R) Department or cannot be derived from then The District Education Officer, Samagra Shiksha Abhiyan, Nadia will be final and binding. Also the contractual rate should be applicable in all cases.

19. 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.

20. 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 and defect therein to the satisfaction of the Engineering in charge. After expiry of 90 days of any building, Sanitary & 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 Engineers-in-charge of The District Education Officer, Samagra Shiksha Abhiyan, Nadia.

21. 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 The District Education Officer, Samagra Shiksha Abhiyan, Nadia.

22. This Instruction to Tenderers shall form part of terms & conditions of the tender and the tenderer is bound to abide by.

23. The scope of sub-contracting as a whole or part of work is not allowed strictly by any way.

24. The partnership firm shall upload the registered partnership deed and the company shall furnish the article of association and memorandum.

25. Before submission of tender, the bidder must visit the work site to judge the local condition from all aspects and no plea/complain about the site will be entertained afterwards. It will presume that the agency offered the tender after reviewing the entire position of the work site. No extra claim will be entertained such as re-carriage, road diversion, de-watering etc. during work period.

26. To keep the work done in good conditions during the next 90 days after the completion of the construction of any additional / excess work is required over the stipulated quantity in the schedule, the same will be treated as defect liability and the Bidder has to do the maintenance work at his own cost.
27. If any successful tenderer does not receive work order within seven days without any cause or does not satisfy the authority for such delay, at the authority has the right to take penal action against him & his work order will be treated as cancelled. Claim for any idle labour from bidder will not be entertained under any circumstances. No claim will be entertained for any increase in Railways freight and market price.

28. If any addition or alteration of item of works shall occurred during execution of works the successful bidder (s) have to be carried out the works within the rate specified in PWD schedule on which original BQ was prepared. If the Tender inviting Authority award the 10% (ten percent) value of extra works on original tender amount he/ she is bound to do the works within the same rate as specified in awarded work order.

29. A prospective bidder shall be allowed to participate in the work either in the capacity of individual or as partner of a firm. If he/she found have to be applied severally in a single work, all this applications will be rejected for that works.

30. The partnership firm shall upload the registered partnership deed and the company shall furnish the article of Association and memorandum.

31. All risks or loss or damage to public property and or personal injury or death which arise during and consequences of the performance of the contract are the full responsibility of the bidder. The bidder shall be responsible for the safety of all activities on the site.

32. The bidder should have sufficient technical manpower, tools and plants to complete the work (s).

33. No price/ cost escalation over the rate specified in Bill of quantity will be allowed. No mobilization advance/ advance /others advance shall not be entertained. No arbitration will be entertained.


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 the 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 uncommented 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 date of order of commencement for work and diligently continue such week and further to ensure good progress during the execution of the work and he shall bedbound in all cases in 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 the 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 tender amount of the 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.

20. Termination

20.1. The employer may terminate the contract if the Tenderer causes a fundamental breach of the contract.

20.2. Fundamental breaches of contract shall include, but shall not be limited to, the following:

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

ii. If the Employer gives Notice that failure to correct a particular Defects a fundamental.

iii. If the Tenderer does not maintain a security, which is required:

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

v. If the Tenderer fails to provide insurance cover to his laborers’ etc. due to personal injury or death.

vi. If the Tenderer, in the judgment of the employer, has engaged in the corrupt or fraudulent practice in completing for or in executing the contract. For the purpose of this clause, “corrupt practice” means the offering, giving receiving, or soliciting of anything of value to influence the action of 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.

vii. Any other fundamental breaches as specified in the contract Data.
viii. if the Tenderer fails to deploy machinery and equipment or personnel as specified in the Contract Data at the appropriate time.

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

20.3 Notwithstanding the above, the Employer may terminate the contract for convenience.

20.4 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.

21. Payment upon Termination

21.1 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.

21.2 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.

21.3 If the contracts 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 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.

Preamble to Bill of Quantities

1. The Bill of Quantities shall be read in conjunction with the Instructions to Tenders, conditions of Contract, Specifications and Drawings 2. For the construction of works, the quantities given in the Schedule 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 Tendered and verified by the Engineer and valued.

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. Tenderer shall provide rate on percentage rate basis against total tender value considering PWD schedule of rates.

District Education Officer
Samagra Shiksha Abhiyan, Nadia
Date:

Memo No. 510/1(1)/SSA/2019-20
Copy forwarded for kind information to the:

1) The Sub- Divisional Officer, Ranaghat/Sadar/Kalyani/Tehatta Sub-Division
2) The Secretary, Nadia Zilla Parishad
3) The D.I (S.E), Nadia
4) The Block Development Officer, All Block, Nadia
5) The Executive Officer, All Municipality, Nadia
6) The DIO, NIC with a request to upload at District Website.
7) The DICO, Nadia with a request to take necessary action for circulation in newspaper.
8) C.A to District Magistrate, Nadia
9) C.A to Addl. District Magistrate (Gen), Nadia
10) The Head Master/TIC, Duttapulia Union Academy (High School),
11) Office Copy, SSA Nadia

District Education Officer
Samagra Shiksha Abhiyan, Nadia