

GOVERNMENT OF WEST BENGAL
OFFICE OF THE DISTRICT MAGISTRATE & DISTRICT ELECTION OFFICER
UTTAR DINAJPUR DISTRICT, UTTAR DINAJPUR - 733130
(INFRASTRUCTURE CELL)

Email Id No.: uddevelopment@gmail.com

NOTICE INVITING e-TENDER(Two Bid System)

NOTICE INVITING ELECTRONIC TENDER NO.:- 02 /Infrastructure Cell-PGE-2024 Dated - 23 /02/2024.

For and on behalf of the District Magistrate & District Election Officer, Uttar Dinajpur a NIT in two bid system is hereby invited from the bonafide and resourceful Firm/Supplier/Agency/ Tenderers/Decorators by the undersigned for the work mentioned in the table below through electronic tendering (e-Tendering) for **Erection of temporary pandal, wooden rack, sealing of strong room and supply of chair, table etc. all complete in all respect including all incidental charges for DC & RC and counting in connection with Parliamentary General Election -2024 at Raiganj Polytechnic, Raiganj Stadium(hire and labour charge basis)**. The intending bidders may visit website for the Tender notice, Other details & submission of bid will be available on the website <https://wbtenders.gov.in> only.

1. For e-tendering, intending Bidder may download the tender documents from the above said website directly with the help of digital signature certificate. **Necessary Earnest Money Rs 1,88,807.00** should be remitted through RTGS/NEFT of the ICICI Bank in favor of the "District Magistrate, Uttar Dinajpur". The details of bank account are given in e-tender online payment option. The fund debit statement or UTR No. should be uploaded in bidder document. no bidder will be entertained without earnest money.
2. As per G.O. issued by Principal Secretary to the Government of West Bengal from Finance Department, Audit Branch vide memo. no. - 1592-F(Y), dated - 20th March, 2014 "iv. In case of e-tendering, EMD/Bid security shall be collected as soft copy (scan copies of the originals) for instruments (Cheques/Bank Draft/Bank Guarantee, etc.) and in case of deposit of money it should compulsorily be deposited on-line by the bidders. The L1 bidder shall submit the hard copy of the documents to the tender inviting authority with his acceptance letter of the LOI. Failure to submit the hard copy with the acceptance letter within the time period prescribed for the purpose may be construed as an attempt to disturb the tendering process and dealt with accordingly legally including blacklisting of the bidder."
3. Properly indexed & self-attested documents & duly digitally signed for both the Technical Bid and Financial Bid should be Concurrently submitted in the website mentioned above as per time schedule given below.

Sl. No.	Particulars	Date & Time
1.	Date of Uploading of NIT Documents (Online)	23.02.2024
2.	Starting Date of Downloading of Documents (Online)	24.02.2024 from 17.00 hrs onwards
3.	Starting Date of Submission of Bid (Online)	24.02.2024 from 17.00 hrs onwards
4.	Last Date of Downloading of Documents (Online)	12.03.2024 till 15.00 hrs
5.	Last Date of Submission of Bid (Online)	12.03.2024 till 15.00 hrs
6.	Opening Date of Technical Bid (Online)	14.03.2024 from 15.00 hrs.
7.	Opening Date of Financial Bid (Online)	Will be notified later

4. Eligibility Criteria for participation in the Tender:

- 4.1. The Bidder should have experience in similar type of ELECTION WORK (Infrastructure Items) in connection with the Govt. Supply and 18% of Rs. 94,40,330.00 of such works in last 05 years is required. Self Attested Documents are to be submitted, only in the form of completion /payment certificate (as desired by the authority).
- 4.2. Technical Bid Documents should be accompanied with transaction statement of online depository , PAN Card, Professional Tax Receipt / Challan, Trade Registration for the current year, GSTIN Registration, Income tax return for last two year .
- 4.3. Registered Co-Operative Societies of Unemployed Engineers and Diploma Holders in Engineering are required to furnish valid Bye-Laws, Latest Audit Report, Valid Clearance Certificate from Assistant Registrar of Co-Operative Societies along with other relevant supporting papers.
- 4.4. A Company shall furnish the Article of Association and Memorandum.
- 4.5. The partnership firm is requested to furnish the copy of Registered Partnership Deed.
5. Both Technical bid and Financial Bid are to be submitted in technical folder and in financial folder respectively duly digitally signed.
6. Both Technical bid and Financial Bid should be submitted online.

7. The Financial BID of the prospective tender will be considered only if the Technical Bid of the Bidder, found qualified by the District Magistrate & District Election Officer, Uttar Dinajpur. The decision of the District Magistrate & District Election Officer, Uttar Dinajpur will be final and absolute in this respect
8. Conditional/incomplete tender will not be allowed.
9. The accepting authority reserve the right to reject any or all Bids without assigning any reason whatsoever and he will not bound to accept either the lowest tender or any of the tenders
10. For Technical Folder.
Eligibility Criteria:
- I. In certificate folder: -
- PAN Card
 - Last year IT Return.
 - GST Registration up to date challan
 - Professional Tax Clearance Certificate with challan for the year 22-23.
- II. In company Details: -
- Valid Trade Registration certificate under Uttar Dinajpur District,
 - Current year Bank Solvency Certificate amounting to Rs. 15 lakh.
 - In respect of Consumer Co Operatives By Law, Registration Certificate and NOC of ARCS is required in addition to above requirements.
- III. In Credential folder: :-
- **The Bidder should have experience in similar type of ELECTION WORK (Infrastructure Items) in connection with the Govt. Supply and 18% of Rs. 94,40,330.00 of such works in last 05 years is required. Self Attested Documents are to be submitted, only in the form of completion /payment certificate (as desired by the authority).**
- IV. In Declaration folder: -
- The Bidder should disclose if there is any pending litigation upon the Firm, which may have implications on the liquidity of the Firm. (As desired by the authority),
 - The Bidder would have to disclose if they are black-listed by the Govt Deptt/ Semi Govt./ Autonomous Bodies / PSUs etc. (As desired by the authority)
 - Declaration by the Bidder (specimen is attached) (as desired by the authority)
- V. In NieT Folder:-
- The Bidder should download & upload the NieT with digitally signed
- VI. Agreement Folder: -
- The Bidder should be downloaded & uploaded the NieT with digitally signed
11. Opening of Technical Proposal:-
- I. Technical proposals will be opened by the District Magistrate, Uttar Dinajpur and / or the authorized representative of the District Magistrate, Uttar Dinajpur electronically from the web site stated using their Digital Signature Certificate
 - II. Intending Bidders may remain present, if they so desired

12. Financial Proposal:-

I. In Fee / Pre Qualification / Technical Folder.

- Rate shall be quoted in the Percentage rate BOQ. The tax will be deducted every consecutive bill as per norms.
 - The financial proposal should contain the following documents in one cover (folder) i.e. Bill of Quantities (BOQ) the Agency is to quote the rate as per BOQ.
13. Payment of bill on its production will be made after successful execution of the work subject to availability of fund and no claim, whatsoever, will be entertained for any delay in payment. No escalation charge will be entertained against any NIT/ any accepted Tender. Deduction will be made at source in accordance with the orders as applicable as per Govt. Rules.
 14. Neither any Mobilization Advance nor any Secured Advance will be allowed.
 15. Bids shall remain valid for a period of 365 (Three Hundred and Sixty Five) days from the date of opening of Financial Bid. If the bidders withdraw the bid during the period of bid validity the earnest money as deposited will be forfeited forthwith assigning any reason thereof. No interest on the deposited Earnest Money shall be allowed if the said bid is cancelled.
 16. Those Financial Bids of Bidders who qualify in Technical Bid and pass the quality evaluation after submission of samples at the office of the undersigned. Dates, if changed, due to unavoidable circumstances, will be published in the said website and the office notice board only without any individual intimation.
 17. No cost of bidding shall be reimbursable by the office of the District Magistrate & District Election Officer, Uttar Dinajpur. Authority may accept or reject any tender without assigning any reason, whatsoever, and is not liable for any cost that might have been incurred by a Bidder.
 18. Refund of EMD: The Earnest Money of all the unsuccessful Bidders will be refunded through on line by the Office of the District Magistrate, Uttar Dinajpur.
 19. The Earnest Money deposited by a successful Bidder will be refunded to the agency Six months after the successful completion of the work. No interest on such Deposit will be paid by the Tender accepting Authority.
 20. Successful bidder(s) will/shall have to execute an agreement (as per terms & conditions) over Non-Judicial Stamp paper worth of Rs. 10.00 within 7 days with the undersigned. If he/they fail(s) to submit the same within the stipulated time the work order(s) should be cancelled automatically
 21. The Office of the District Magistrate & District Election Officer, Uttar Dinajpur, reserves the right to cancel the NIT at any stage and no claim in this respect will be entertained.
 22. A Bidders bid will be out rightly rejected at any stages with a forfeiture of his earnest money if it comes to the notice of the Tender Inviting Authority scrutiny that the credential or any other papers of a Bidder are manufactured/ fabricated, etc.
 23. The Tender Inviting Authority may verify the original credential & other original documents of the lowest tender, if found necessary, before issuance of the Work Order and the work order will not be issued in favour of the Bidder if it is found on verification that such documents submitted by him/her/them is/are either manufactured or fabricated, etc.
 24. A clause stated in the later notification will supersede the corresponding one mentioned in former notification in the following sequence:-
 - I. Tender Form as prescribed.
 - II. NIT.
 - III. Special Terms & Conditions.
 - IV. Technical Bid.
 - V. Financial Bid.
 25. **Rejection of Bid:** The Employer (Tender Accepting Authority) reserves the right to accept or reject any Bid and to cancel the Bidding process and reject all Bids at any time prior to the award of contract without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Bidder or Bidders of the ground for Employer's (Tender Accepting Authority) action. The tender inviting authority may relay or do query with any of the claims / conditions for the execution of the work in larger public interest. Once the work order is issued it will be sole responsibility of the successful Bidder to execute the work under all circumstances. No request for change or exemption will be entertained under any circumstances. Any type of problems will not be taken into consideration once the work order is issued and the executing agency will be bound to execute the work within the stipulated time period.

NB: Original copies of all documents have to be produced on demand for checking. Otherwise his bid may be rejected.

Special Terms and Conditions

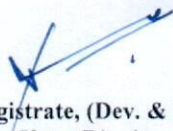
- 1 General: (A) The Bidder should be in a position to complete the supply work ordinarily within two (2) days from the date of issue of work order and supply should be made as per following table. In case of any discrepancy/negligence, legal action shall be taken against the agency.

Item required	Work order issuing authority	Supply location	Delivery Time	Rate
District Head Quarter	A.D.M.(Dev. & Infrastructure Cell)- in- charge/Officer-in-Charge, Infrastructure Cell.	Raiganj Polytechnic Ground & Raigaj Stadium Ground, Raiganj, Uttar Dinajpur	Within 48 Hrs after issuing of the Work Order	As per tender Approved Rate

- (B) Unless otherwise stipulated, all the works are to be done as per general conditions and general specifications as mentioned in the SOR specification of the relevant State Government Department, discrepancy, if any, found in the arithmetical calculation in B.O.Q.s should be brought to the notice of the J. E. of Planning & Development Section & Infrastructure Cell of D. M. Office, Uttar Dinajpur before execution of work.
- C-2 Definition of D. M., D. Pl. O. and Department: the word "D.M." means the "District Magistrate", the word "D. Pl. O." means the "District Planning Officer" and the work "Department" appearing anywhere in the tender document means Office of the District Magistrate, Infrastructure Cell".
- C-3 **Terms & Conditions in extended period:** The extended time for completion of work allowed by the Office of the District Magistrate & District Election Officer, Uttar Dinajpur for cogent reasons will automatically revalidate the tender to the extended period with all the same terms and conditions.
- C-4 **Delay due to Modification of Drawing and Design:** The contractor shall not be entitled for any compensation for any loss due to delays arising out of modification of the quantity and alterations of specifications
- C-5 **Incidental and other charges:** The cost of all materials, hire charges of tools and plants, royalty on minor minerals/road materials (if any), electricity and other charges of statutory local bodies , toll charges , loading and unloading charges, handling charges, overhead charges etc. inclusive of Sales Tax (Central and / or State), Income Tax,. Octroi Duty/Terminal Tax, Turnover Tax, GST, Cess etc shall be deemed to have been covered by the rates quoted by a contractor. All other charges for the execution of the specified work, including supply of materials and related carriage, complete or finished in all respect should be to the entire satisfaction of the Engineer-in-Charge of the work. No extra claim in this regard beyond the specified rate as per work schedule, whatsoever, in this respect will be entertained.
- C-6 **Authorized Representative of Contractor:** The contractor shall not assign the agreement or sublet any portion of the work. The contractor, may however, appoint an authorized representative in respect of one or more of the following purposes only.
1. General day to day management of work.
- C-7 No extra claim will be entertained for carrying ,loading & unloading purpose.
- C-8 **Supply Orders:** All works shall be carried out in conformity with the orders supplied by this Department. The contractor shall have to carry out all the orders & supplementary orders accordingly as supplied by the Department from time to time.
- C-9 **Unserviceable Materials:** The contractor shall remove all unserviceable materials, obtained during execution at place as directed. The contractor shall dressed up and clear the work site after completion of work as per direction of the D. M. / D. Pl. O. / Engineer-in-Charge. No extra payment will be made on this account.
- C-10 **Loss or Damage Contractor's Risk for:** All risk on account of railway or road carriage or carriage by boat including loss or damage of vehicles, boats, barges, materials or labour, if any, will have to be borne by the contractor without any extra claim towards department.
- C-11 **Idle Labour & Additional Cost:** Whatever may be the reason no claim on idle labour, enhancement of labour rate additional establishment cost, cost of Toll and hire and labour charges of tools and plants, railway freight etc. would be entertained under any circumstances.

- C-12 **Charges and Fees payable by Contractor:**
1. The contractor shall pay all fees required to be given or paid by any statute or any regulation or by-law of any local or other statutory authority which may be applicable to the works and shall keep the department against all penalties and liabilities of every kinds for breach of such statute regulation or law.
 2. The Contractor shall save, harmless and indemnify the department from and against all claims, demands, suit and proceedings for or an account of infringement of any patent rights, design, trade mark of name of other protected write in respect of any constructional plant, machine, work materials thing or process used for or in connection with works or temporary works or any of them.
- C-13 **Realization of Departmental Claims:** Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the Government and set off against any claim of Government for the payment of sum of money arising out of this contract or under any other contract made by the contractor with the Government.
- C-14 **Compliance of Different Acts:** The Contractor shall comply with the provisions of the Apprentices Act, 1961 Minimum Wages Act, 1848. Contract labour (regulation and abolition) Act, 1970 and the rules and orders issued hereunder from time to time. If he fails to do so, Engineer-in-Charge or of the concerned Authority may at his discretions, take necessary measure over the contract. The Contractor shall also make himself for any pecuniary liabilities arising out on account of any violation of the provision of the Act(s). The Contractor must obtain necessary certificate and license from the concerned Registering Office under the Contract labour (Regulation & Abolition) Act, 1970. The contractor shall be bound to furnish the Engineer-in-Charge all the returns, particulars or date (s) are called for from time to time in connection with implementation of the provisions of the above Acts and Rules and timely submission of the same, failing which the contractor will be liable for breach of contract and the Engineer-in-Charge may at his discretion take necessary measures over the contract.
- C-15 **Safety, Security and Protection of the Environment:** The contractor shall throughout the execution and completion of the works and the remedying of any defects therein:-
1. Have full regard for the safety of all persons and the works (so far as the same are not completed or occupied by the Department)
 2. Provide and maintain at his own cost all lights, guards, fencing, warning signs and watching when and where necessary or required by the Engineer-in-Charge for the protection of the works or for the safety and convenience of the public or others.
 3. Take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.
 4. Ensure that all lights provided by the contractor shall be screened so as not to interfere with any signal light of the railways or with any traffic or signal lights of any local or other authority.
- C-16 **Commencement of Work:** The work must be taken up within the date as stipulated in the work order and completed in all respects within the period specified in Notice Inviting Tender.
- C-17 **Timely Completion of Work:** All the supply and the work must have to be completed in all respects within the time specified in Notice Inviting Tender from the date of commencement as mentioned in Work Order. Time for completion as specified in the tender shall be deemed to be the essence of the contract. For delay of works @ 0.1% per day, maximum 10% penalty will be deducted from the total bill amount.
- C-18 **Force Closure:** In case of force closure or abandonment of the works by the Department the contractor will be eligible to be paid for the finished work and reimbursement of expenses actually incurred but not for any losses.
- C-19 **Tender Rate:** The Contractor should note that the tender is strictly based on the rates quoted by the contractor on the priced schedule of probable items of work. The quantities for various other items of works as shown in the priced schedule of probable items of works are based on the requirement by the Department. If quantity variations due to actual requirement, those have to be done by the contractor at time of execution at the rate prescribed in the tender condition. No conditional rate will be allowed in any case.
- C-20 **Defect Liability Period:** Defect Liability Period for all the work is Six months and will be calculated from the date of completion of the whole work.
- C-21 **ADDITIONAL CONDITIONS:** A few additional conditions under special Terms and Conditions.
1. Rate quoted shall be inclusive of clearing site including removal of surplus(both serviceable & unserviceable) earth, rubbish, materials etc. as per direction of Engineer-in-Charge.
 2. Rate quoted shall be inclusive of taxes viz. West Bengal Sales Tax, Income Tax, Cess, GST, Octroi and all other duties as applicable according to Govt. norms.
 3. During agency payment for final or for any progressive bill necessary deduction(s) viz. S.T., I.T., Cess, GST etc. will be made as per Govt. norms.
 4. The whole work will have to be executed as per Departmental direction within stipulated time.
- C-22 **Amalgation of Engg. Co-operative Society:** Amalgation of un-employed engineers co-operative and Labour co-operative societies in any form should not be allowed towards counting of eligibility of Tender.
- C-23 **Refund of Security Deposit:** In respect of successful Bidders, the earnest money on acceptance of the tenders shall be converted as a part of security deposit, such deposit will be released after 6 (Six) months from the date of completion of the work on due satisfaction of the authority. Earnest Money deposited by unsuccessful Bidders will be refunded automatically through online.
- C-24 **Supplying quantities may vary according to the requirement.**
- C-25 **Work Order will be issued in several parts depending upon the departmental requirement & availability of Fund.**

- C-26 Rate should be quoted including GST, Cess and all other incidental charges
- C-27 The Successful bidder are liable to replace the below and substandard quality works /items. No extra claim for the said purpose will be entertained.
- C-28 No extra claim will be entertained for carrying ,loading & unloading purpose.
- C-29 Details if any required may be obtained from the Development & Planning section, D M Office, Uttar Dinajpur during office hour.
- C-30 If any bidder has any doubt regarding any credential submitted by any successful bidder during evaluation of technical bid he /she may lodged his or her complaint in the email ID.uddevelopment@gmail.com within two (2) days after uploading of list of technically qualified bidders. No claim will be entertained after the aforesaid time schedule.
- C-31 **The undersigned is not bound to accept absurd low/high rate offer. Bidders are bound to submit the rate analysis if authority asks for.**
- C-32 **In the event of any dispute by and in-between the authority and the bidder, the decision of DM & DEO shall be final and binding to all.**

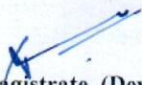

Addl. District Magistrate, (Dev. & Infrastructure Cell)
Uttar Dinajpur.

Memo No.- 07 (12)/ Infrastructure Cell-PGE-2024

Dated- 23 / 02/2024

Copy forwarded for information to:

1. District Magistrate, Uttar Dinajpur.
- 2-3 Superintendent of Police, Raiganj Police District /Islampur, Uttar Dinajpur
- 4-7 Addl. District Magistrate (All), Uttar Dinajpur.
- 8-9 Sub-Divisional Officer (All), Uttar Dinajpur.
- 10 DICO, Uttar Dinajpur with request for wide publicity to display in his office notice board. He is also requested for publishing the referral advertisement in leading Bengali, Hindi and English daily news papers as per rule.
- 11 DIO, NIC, Uttar Dinajpur with a request to publish the notice in the website <https://uttardinajpur.gov.in>.
- 12 Notice Board


Addl. District Magistrate, (Dev. & Infrastructure Cell)
Uttar Dinajpur.