

**West Bengal Tourism Development Corporation Limited**  
(A Government of West Bengal Undertaking)  
DG Block, Sector- II, Salt Lake City, Kolkata-700091  
Ph: 033-2358-5189 E-Mail – wbtddctender1@gmail.com

Memo No:870 /Computer No:569846

Date: 19/08/2024

**NOTICE INVITING e-TENDER**

Notice Inviting e-TenderNo. 36/WBTDCL OF 2024-25(Technical)

The Superintending Engineer, West Bengal Tourism Development Corporation Limited, invites e-tender for the work(s) detailed in the table below.(Submission of Bid through **online**)

Sl. No	Name of the Work	Estimated Amount (Rs.)	Earnest Money (Rs.)	Period of Completion	Eligibility of Tenderer
<b>AMC Works of civil, electrical and S&amp;P at Different Tourism Properties</b>					
1	AMC works of civil,electrical and S&P at Darjeeling Tourism Property	Rs.22,33,654.00	Rs. 44,673.00	365 Days	Bonafide Contractors having credential as stated in Clause No-6 of this NIT.
2	AMC works of civil,electrical and S&P at Morgan House Tourism Property	Rs.22,33,654.00	Rs. 44,673.00	365 Days	Bonafide Contractors having credential as stated in Clause No-6 of this NIT.
3	AMC works of civil,electrical and S&P at Hill Top Tourism Property	Rs.16,50,961.00	Rs. 33,019.00	365 Days	Bonafide Contractors having credential as stated in Clause No-6 of this NIT.
4	AMC works of civil,electrical and S&P at Kurseong Tourism Property	Rs.16,50,961.00	Rs. 33,019.00	365 Days	Bonafide Contractors having credential as stated in Clause No-6 of this NIT.
5	AMC works of civil,electrical and S&P at Tashiding Tourism Property	Rs.16,50,961.00	Rs. 33,019.00	365 Days	Bonafide Contractors having credential as stated in Clause No-6 of this NIT.

1. In the event of e-filing, intending bidder may download the tender documents from the website: <http://wbtenders.gov.in> directly with the help of Digital Signature Certificate. Both **Technical bid and Financial Bid** are to be submitted concurrently duly signed digitally in the website <http://wbtenders.gov.in>
2. The **FINANCIAL OFFER** of the prospective tenderer will be considered only if the tenderer qualifies in the Technical Bid. The decision of the Superintending Engineer, West Bengal Tourism Development Corporation Limited will be final and binding on all concerned and no challenge against such decision will be entertained. The list of Qualified Bidders will be displayed in the website on the scheduled date and time.
3. Running payment for work may be made to the executing agency as per availability of fund. The executing agency may not get a running payment unless the gross amount of running bill is at least 20% of the tendered amount or as per discretion of competent authority. Provisions in Clause(s) 7, 8 & 9 contained in W.B. Form No.2911 (ii) so far as they relate to quantum and frequency of payment are to be treated as superseded.
4. **Bids shall remain valid** for a period not less than 120 (One hundred twenty) days after the dead line date for Financial Bid submission.
5. **A :DATE AND TIME SCHEDULE:-**

Sl.	Particulars	Date & Time
1	Date of uploading of N.I.T. Documents (Online) (Publishing Date)	<b>22/08/2024 at 10.30 A.M.</b>
2	Documents download start date (Online)	<b>22/08/2024 from 11.00 A.M.</b>
3	Bid proposal submission start date (Online)	<b>22/08/2024 from 11.00 A.M.</b>
4	Bid proposal Submission Closing/end date (Online)	<b>06/09/2024 upto 17.00 P.M.</b>
5	Date and time of opening of Technical Proposals (online).	<b>09/09/2024 (from 10.30 A.M.)</b>
6	Date of uploading list for Technically Qualified Bidder(Online)	<b>After evaluation of Technical Bid.</b>
7	Date & Place for opening of Financial Proposal (Online)	<b>To be notified latter on.</b>

**NOTE.**-If the dates fall on holidays or on days of bandh or natural calamity, the dates defer to next working days.

**B:**

**Bid Opening Place** → DG Block, Sector- II, Salt Lake City, Kolkata-700091.

**6. Credential:-**

**A. For first call of NIT:-**

- i. Intending tenderers should produce credentials of a similar nature of completed work of the minimum value of 40% of the estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice, or,
- ii. Intending tenderers should produce credentials of 2(two) similar nature of completed work, each of the minimum value of 30% of the estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice, or,
- iii. Intending tenderers should produce credentials of one single running work of similar nature which has been completed to the extent of 80% or more and value of which is not less than the desired value at (i) above,
- iv. In case of running works only those tenderers who will submit the certificate of satisfactory running work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the tender. In the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executed agency, i.e., the tenderer.

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**B. For 2<sup>nd</sup> call of NIT :-**

- i. Intending tenderers should produce credentials of a similar nature of completed work of the minimum value of 30% of the estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice, or,
- ii. Intending tenderers should produce credentials of 2(Two) similar nature of completed work, each of the minimum value of 25% of the estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice, or,
- iii. Intending tenderers should produce credentials of one single running work of similar nature which has been completed to the extent of 75% or more and value of which is not less than the desired value at (i) above;

In case of running works, only those tenderers who will submit the certificate of satisfactory running work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the tender. In the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executing agency, i.e. the tenderer.

**C. For 3<sup>rd</sup> call of NIT :-**

- i. Intending tenderers should produce credentials of similar nature of completed work of the minimum value of 20% of the estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice, or,
- ii. Intending tenderers should produce credentials of one single running work of similar nature which has been completed to the extent of 70% or more and value of which is not less than the desired value at (i) above;

In case of running works, only those tenderers who will submit the certificate of satisfactory running work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the tender. In the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executing agency, i.e. the tenderer.

**Bidders may upload respective BOQ for credential of similar nature name of work insupport of completion certificate, unless and otherwise, if any ambiguity arise in respect of similar nature of work.**

The Tender Inviting authority reserves the right to reject any or all the application(s) without assigning any reason.

**Payment Certificate willnot be treated as credential.**

**7. Earnest Money: The amount of Earnest Money to be submitted through e-procurement system as per F.D memorandum No. 3975-F(Y) Dt.- 28, July, 2016**

**Bidder should uploaded there NEFT/RTGS challan copy.**

Bidder eligible for exemption of EMD as per Govt. rule may avail the same and necessary documents regarding the exemption of EMD must be uploaded in the folder of the Statuary Bid documents.

Any quotation except exemption of EMD, without such online EMD shall be treated as informal and shall automatically stands cancelled.

**8. The Bidder, at his own responsibility and risk is encouraged to visit and examine the site of works and its Surroundings and obtain all informations that may be necessary for preparing the Bid and entering into a contract for the work as mentioned in the Notice Inviting Tender, before submitting offer with full satisfaction.The cost of visiting the site shall be at his own expense.**

**9. The intending Bidders should clearly understand that whatever may be the out come of the present invitation of Bids, no cost of Bidding shall be reimbursable by the Department. The Tender Inviting authority reserves the right to reject any or all the application(s) for purchasing Bid Documents and/or to accept or reject any or all the offer(s) without assigning any reason whatsoever and is not liable for any cost that might have been incurred by any Tenderer at the stage of Bidding.**

**10. ESI and PF registration certificate, up to date challan for EPF subscription & up to date return for proof of payment of EPF dues of the workers (last 6 (six) months ECR & e-challan in separate).**

**11. No Bidder will be allowed to participate for more than Two works of this NIT and no claim in this respect will be entertained.**

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12. **Bidder having credential for the work under WBTDCL will get preference to qualify this tender.**

13. **Refund of EMD: As per F.D memorandum No. 3975-F(Y) Dt.- 28, July, 2016.**

**Refund of Security Deposit. :**

If the contractor or his workmen or servant or authorized representatives shall break, deface, injure or destroy any part of the building, in which they may be working or any building, road, road curbs, fence, enclosure, water pipes, cables, drains, electric or telephones posts or wires tress, grass or grassland or cultivated ground contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work from any cause whatsoever or any imperfections become apparent in it at any time whether during its execution or within a period of three months or one year or three years or five years, as the case may be (depending upon the nature of the work as described in the explanation appended hereto ) hereinafter referred to as the Defect Liability Period, from the actual date of completion of work as per completion certificate issued by the Engineer-in-Charge, the contractor shall make the same good at his own expense, or in default, 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 thereafter become due to contractor from the Government or from his security deposit, either full, or of a sufficient portion therefore 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 sum, it shall be lawful for the Government to recover the excess cost from the contractor in accordance with the procedure prescribed by any law for the time being in force.

Provided further that the Engineer-in-Charge shall pass the "Final Bill" and certify thereon, within a period of thirty days with effect from the date of submission of the final bill in acceptable form from by the contractor, the amount payable to the contractor under this contract and shall also issue a separate completion certificate mentioning the actual date of completion of the work to the contractor within the said period of thirty days. The certificate of the Engineer-in-Charge whether in respect of the amount payable to the contractor against the "Final Bill" or in respect of completion of work shall be final and conclusive against the contractor. However, the security of Clause 1 hereof shall be refundable to the contractor in the manner provided here under:-

- a) For work with three months Defect Liability Period :
  - (i) Full security deposit shall be refunded to the contractor on expiry of three months from the actual date of completion of the work.
- b) For work with one year Defect Liability Period :
  - (i) Full security deposit shall be refunded to the contractor on expiry of one year from the actual date of completion of the work.
- c) For work with three year Defect Liability Period
  - (i) 30% of the security deposit shall be refunded to the contractor on expiry of two years from the actual date of completion of the work.
  - (ii) The balance 70% of the security deposit shall be refunded to the contractor on expiry of three years from the actual date of completion of the work.
- d) For work with five year Defect Liability Period :
  - (i) No security deposit shall be refunded to contractor for 1st 3 year from the actual date of completion of the work;
  - (ii) 30% of the security deposit shall be refunded to the contractor on expiry of four years from the actual date of completion of the work;
  - (iii) The balance 70% of the security deposit shall be refunded to the contractor on expiry of five years from the actual date of completion of the work.

Explanation:

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

- (i) **The work of patch repair or patch maintenance in nature or a combination thereof, the Defect Liability Period of the work shall be three months from the actual date of completion of the work.**
- (ii) Thorough Bituminous surfacing work with bituminous thickness less than 40 mm, Repair & Rehabilitation of any road/bridge/ culvert/ building / Sanitary & Plumbing work, the Defect Liability Period of the work shall be one year from the actual date of completion of the work.

- (iii) Extension of building / bridge / culvert, Construction of new flexible pavement up to bituminous level which has been designed for a period of 3 years or more, Widening and Strengthening of flexible pavement designed for a period of 3 years or more, Improvement of riding quality / Strengthening of flexible pavement designed for a period of 3 years or more; Providing only mastic asphalt layer over existing bituminous surface without providing bituminous profiles corrective course/ bituminous base course, the Defect Liability Period of the work shall be three years from the actual date of completion of the work;
- (iv) Construction of new building / new bridge / new culvert, Reconstruction of building / bridge / culvert including construction of approach roads for bridge/ culvert, Construction of rigid pavement, Reconstruction of rigid pavement, Construction of new flexible pavement covered by mastic work which has been designed for a period 5 years or more, widening and strengthening of flexible pavement covered by mastic work which has been designed for a period of 5 year or more, Improvement of riding quality / Strengthening of flexible pavement covered by mastic work which has been designed for a period of 5 years or more, the Defect Liability Period of the work shall be five years from the actual date of completion of the work;

As per G.O. No. 5784-PW/L&A/2M-175/2017 dated 12.09.2017 of Principal Secretary, Public Works Department , Government of West Bengal.

The security deposit may be refunded to the satisfaction of the Engineer-in-Chief against submission of Bank Guarantee by the contractor for the completed works as per the notification No. 52-CRC/2M- 06/2014 dated 27.10.2014 of PWD, CRC Branch.

No interest would be paid on the Performance Security Deposit.

14. The intending tenderers are required to quote the rate **online only**. *No offline tender will be entertained.*
15. Contractor shall have to comply with the provisions of (a) the contract labour (Regulation Abolition) Act. 1970 (b) Apprentice Act. 1961 and (c) minimum wages Act. 1948 of the notification thereof or any other laws relating there to and the rules made and order issued there under from time to time.
16. The tender inviting authority reserves to right to cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.
17. In case of any objection regarding disqualification/acceptation of any Agency that should be lodged to the tender inviting authority within 1 day from the date of publication of the list of qualified agencies and beyond that time schedule no objection will be entertained and there by decision of the tender inviting authority is final without assigning any reason thereof.
18. Before issuance of the **WORK ORDER**, the tender inviting authority may verify the credential(s) and/or other document(s) of the lowest tenderer. After verification, if it is found that the document(s) submitted by the lowest tenderer is/are either manufactured or false, the work order will not be issued in favour of the said Tenderer and penal action will be taken as per existing Govt norms.
19. If any discrepancy arises between two similar clauses on different notification(s), the clause as stated in later notification will supersede the former one in the following sequence:-
  - i. Form No. 2911
  - ii. NIT
17. Printed Schedule of Rates applicable for execution of the work : Current P.W.D.'s Schedule of Rates for Buildings Works, S & P Works and Current P. W. (Roads) Department Schedule of Rates for Road Works.

**18. Eligibility criteria for participation in the Tender:-**

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Intending tenderers are required to submit online following documents :-

**Statutory Documents:**

- i. NIT should be properly uploaded and Digitally Signed **after duly filling up all the documents/Annexures as stated in the NIT.**
- ii. The amount of Earnest Money is to be submitted through e-procurement system as per F.D G.O. No. 3975-F(Y) Dt.- 28, July, 2016
- iii. Tender form No. 2911 digitally Signed.

**Non-Statutory Documents:**

- iv. **PAN Card, ITR at least for last 3(Three) years.**
  - v. **GST Registration certificate &uptodate return.**
  - vi. Valid Trade License from respective Municipality / Panchayet etc.(For the **F.Y- 2024-25**)
  - vii. Either P.TaxChallan or P.T.P.C (For the F.Y- **2024-25**)
  - viii. Registered Partnership Deed and Registered Power of attorney (in case of partnership firmas per PWD Notification No.90-W(c)/1M-286/15 Dt.- 23-09-2015).
  - ix. Credential as stated in Cl.- 6 of this NIT.
  - x. Documents for having technical personnel as per annexure of this NIT.
20. *All tenderers are requested to be present online during opening of tenders positively. If considered necessary, instant online bid may be conducted immediately after opening of tenders to lower down rates and in no case his/their absence will stand against holding the same.*
21. In case of inadvertent typographical mistake found in the specific price schedule of rates, the same will be treated to be so corrected as to conform with the prevailing relevant schedule of rates and / or technically sanctioned estimate.
22. The rate will be quoted in the BOQ. In case quoting any rate in 2911(ii) the tender is liable to be summarily rejected.
23. **The accepting authority reserves the right to reject any or all the tenders without assigning any reason whatsoever and he will not be bound to accept either the lowest tender or any of the tenders.**
24. Issuance of work order as well as payment will depend on availability of fund and no claim whatsoever will be entertained for delay of Issuance of work order as well as payment, if any. Intending tenderers may consider this criteria quoting their rates.
25. If any tenderer withdraws his offer before acceptance or refuse within a reasonable time without giving any satisfactory explanation for such withdrawals, he shall be disqualified for submitting tender to this office for minimum period of 1(one) year and penal action will be taken as per existing Govt G.O.
- The prospective Tenderers or any of their constituent partner shall neither have abandoned any work nor any of their contract have been rescinded during the last 5(five) years. Such abandonment of rescission will be considered as disqualified towards eligibility.
26. Deduction of GST shall be as per Govt. Rule.
27. Cess @ 1% (One Percent) of the cost of construction works will be deducted from the bills of the contractors on all contracts awarded on or after 01.11.2006 in persuasion with G.O. No. 599A/4M-28/06 dated 27.09.2006. Deduction of I.Tax should be made as per rule in vogue.
28. Successful Tenderers will be required to obtain valid Registration Certificate & Labour License from respective Regional Labour Offices where construction work by them are proposed to be carried out as per Clauses u/s 7 of West Bengal Building & other Construction Works' Act, 1996 and u/s 12 of Contract Labour Act.
29. Power of Attorney holders are not allowed to sign Tender Documents unless otherwise registered / approved by Government.
30. Clause-25 of the conditions of contract of the West Bengal Form No. 2911/2911(ii) may be treated to be omitted and there is no provision for arbitration for resolution of disputes that may arise out of the contracts to be entered into by the Department with the contractors for the purpose of carrying out execution of public works / WBTDC as per G.O No. 558/SPW dated 13-12-2011 of P.W.D.
31. All corrigendum related to this NIT should be uploaded by the bidders, failing which the bidder will be technically disqualified.
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32. All Bidders should filled up and sign with seal the Bank Details Statement of the contactor as stated in page no. 15 of the attached 2911\_ii form of this NIT for the purpose of E-Payment and to be uploaded during their bid submission, failing which the bidder will be technically disqualified.
33. The selection of Brand of any Item out of the suggested brands, if any, as laid down in the existing P.W.D. schedule will be decided as per discreation of SE, WBTDCL.
34. As per Clause-2 of the conditions of contract of the West Bengal Form No. 2911, the time period for completion of work should follow the "Milestones of work" as specified.

**IMPORTANT TERMS AND CONDITIONS:-**

1. All works should have to be done as per instruction of Superintending Engineer, WBTDCL or his authorized representative as per written instruction in the site order book of triplicate page.
2. The bill for the up to date executed work should be submitted on monthly basis by the concerned Assistant Engineer and should reach through concerned Executive Engineer to the Superintending Engineer, WBTDCL within 1<sup>st</sup> week of preceding month positively. These shall be maintained strictly till the works completed in all respect.
3. The contractor for building works shall have to engage at least 1(one) ordinary mason & carpenter with helper as per requirement for emergency work immediately and the same will be completed within 24 Hrs.
4. The contractor for S&P work shall have to engage 1(one) plumber with helper for any emergent (S & P) works and 1(one) sweeper for cleaning of sewerage line for emergency work immediately and the same will be completed within 24 Hrs.
5. Arrangement for welding works of MS Grill to be made by the agency for any type of repairing works at site on emergency basis.
6. The contractor for building works shall have to engage at least 1(one) one electrical supervisor /electrician with helper as per requirement for emergency work immediately and the same will be completed within 24 Hrs.
7. The applicant(s) must inspect the site of work and get acquainted with site condition(s). Facilities available and problem(s) to be faced during work and take into account Allsuch factor(s) before quoting rates.
8. Any emergent nature of work as per requisition or as per the instruction of S.E / E.E. /A.E. has to be taken up immediately and to be completed within 48(Forty Eight) hours.

35. As per Government Order vide memo no. 551-PWD-25017(12)/17/2024 dated 01/03/2024 the following Clause has been incorporated in Tender Notince as a special terms & conditions :- Contractor should have to ensure the engagement of Job card holders as unskilled works for execution of awarded works.

36. **Others Terms and conditions**

- a. Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and Employees State Insurance Act, 1948 should be strictly adhered to wherever such Acts become applicable.
- b. Minimum wages to the workers shall be paid according to the rates notified and/or revised by the State Government from time to time under the Minimum Wages Act, 1948 in respect of scheduled employments, within the specified time as per law. Payment of bonus, wherever applicable, has to be made.
- c. Adequate safety and welfare measures must be provided as per the provisions of the Building and other Construction Workers' (Regulation of Employment & Conditions of Service) Act, 1996 read with West Bengal Building and Other Construction Workers (Regulation of Employment and Conditions of Service)Rules, 2004.
- d. All liabilities arising out of engagement of workers are duly met before submission of bills for payment. If there is any violation of any or all the relevant above criteria during execution of the job, it will render the concerned agencies ineligible for the work then and there or at any subsequent stage as may be found convenient.

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- e. For roof treatment works by bituminous felt/3 mm. thick APP membrane, the successful tenderer will have to provide a service warranty of 5(five)/8(eight) years after the satisfactory completion of the work and the Security Deposit deducted from progressive bills will be released after the said 5(five) years security period is over.
- f. *Payment of the contractors will be made as per the availability of fund.*
- g. Any intending bidders who have failed to execute more than one works contract under any directorate of this Deptt. and was terminated by any sub rule under clause 3 of Tender form No. 2911 or terminated under any clause of standard bidding document by the Engineer-in-charge / Employer during last 3(three) years will not be eligible to participate in any bid under any directorate under this Deptt. For another 2(two) years from the date of imposition of last termination notice by the Engineer-in-charge/Employer. (Vide memo no. 6607/CE/PWD dt.- 18.02.14 of Asst. Chief Engineer-II, PWD)
- h. Documentary evidence along with the application to attend the tender of maintaining one diploma/degree holder or both is depending upon the value of work as per existing rules.
- i. All types of machineries for surveying and allied works are to be arranged by the contractor at his own cost & responsibility.
- j. The Agency executing the work shall extend a service Guarantee for a period of 7 (Seven) years for exposed APP surface. The format of service guaranty to be attached as a part of AGREEMENT.
- k. The Agency will be liable to maintain the work at working portion at the appropriate service level to the satisfaction of the Superintending Engineer, WBTDCL at his own cost for a period Security period from the date of completion of the work. If any defect/damage is found during the period as mentioned above contractor shall make the same good at his own cost. Failure to do so, penal action against the Agency will be imposed by the Department as deem fit. The Agency will have to quote his rate considering the above aspect. Also the Prospective Tenderers shall have to execute the work in such a manner so that appropriate service level of the work is kept during progress of work and a period of Security Period from the date of successful completion of the work to the entire satisfaction of the Superintending Engineer, WBTDCL may be considered towards release of "Security Deposit".
- l. Site of work and necessary drawings may be handed over to the agency phase wise. No claim in this regards will be entertained.
- m. Delay due to Modification of Drawing and Design: The contractors shall not be entitled for any compensation for any loss suffered by him due to delays arising out of modification of the work due to non-delivery of the possession of site and/or modification of drawing and design.
- n. Precautions during works: The contractor shall carefully execute the work without disturbing or damaging public or underground or overhead service utilizes viz. Electricity, Telephones, Gas, Water pipes, Sewers etc. In case disturbances of service utilities is found unavoidable, the matter should immediately be brought to the notice of the Superintending Engineer, WBTDCL and necessary precautionary measures as would be directed by the Superintending Engineer, WBTDCL shall be carried out at the cost and expenses of the contractor. If the service utilities are damaged or disturbed in any way by the contractor during execution of the work, the cost of rectification or restoration of damaged as would be fixed by the Superintending Engineer, WBTDCL of the office concerned will be recovered from the contractor.
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- o. All materials and workmanship shall be in accordance with the specifications laid down in the contract and also as per M.O.R.T. & H's specification for Road and Bridge Works (Latest Revision) and IS Codes and the Superintending Engineer, WBTDCL reserves the right to test, examine and measure the materials/workmanship direct at the place of manufacture, fabrication or at the site of works or any suitable place. The contractor shall provide such assistance, instrument machine, labour and materials as the Superintending Engineer, WBTDCL may require for examine, measuring the testing the works and quality, weight or quantity of materials used and shall supply samples for testing as may be selected and required by the Superintending Engineer, WBTDCL without any extra cost. Besides this, he will carry out tests from outside Laboratory as per instruction of Superintending Engineer, WBTDCL. The cost of all such tests would be borne by the agency.
  - p. The contractor shall not ordinarily be allowed to execute the work at night. The contractor may however, have to execute the work at night, if instructed by the Superintending Engineer, WBTDCL. For true technical or emergent reasons the work may require to be executed during the night after obtaining necessary permission and instruction of the Superintending Engineer, WBTDCL. In that case the contractor shall have to arrange for separate set of labour with sufficient and satisfactory lighting arrangement for the night work. No extra payment whatever, in this respect will be made to the contractor.
  - q. **An agreement to be furnished in non-judicial stamp paper of appropriate value duly notarized as per "Annexure - III" by the lowest bidder.**

### 37. INSTRUCTION TO BIDDERS

- a. Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through logging on to <https://etender.wb.nic.in> (the web portal of public works department). The contractor is to click on the link for e-Tendering site as given on the web portal.
- b. Digital Signature certificate (DSC)  
  
Each bidder is required to obtain a Digital Signature Certificate(DSC) for submission of tenders, from the approved service provider of the National Information's Centre (NIC) on payment of requisite amount details are available at the Web Site stated in Clause-2 of Guideline to Bidder DSC is given as a USB e- Token.
- c. The contractor can search & download NIT & Tender Documents electronically from computer once he logs on to the website mentioned in Clause 2 using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.
- d. General process for submission of Tenders :-Tenders are to be submitted through online to the website, one in Technical Proposal & the other in Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).
- e. The Technical proposal should contain scanned copies of the followings in two covers (folders) as per sequence stated below.

***This sequence should be followed strictly during submission of bid otherwise the tender will liable to be rejected.***

**e-1.Statutory Cover file Containing**

As per clause No.-19 (Sl- i,ii,iii& iv)

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**e-2. Non statutory / Technical Documents** - As per clause No.-19 (SI- v to x)

**Note: - Failure of submission of any of the above mentioned documents will render the tender liable to be rejected for both statutory & non statutory cover.**

- f. **Opening of Technical proposal:** - Technical proposals will be opened by the tender inviting authority and his authorized representative electronically from the stated web site using their Digital Signature Certificate. Intending tenderers may remain present if they so desire.
- g. While evaluation the tender evaluation committee may summon of the Tenders & seek clarification/information or additional documents or originally hard copy of any of the documents already submitted & if these are not produced within the stipulated time frame, their proposals will be liable for rejection.
- h. **The financial proposal** should contain the following documents in one cover (folder) i.e. Bill of Quantities(BOQ). The bidder is to quote the rate (Offering Above/ Below/ At per) online through Computer in the space marked for quoting rate in the BOQ. Only downloaded copies of the above documents are to be uploaded Digitally Signed by the contractor.
- i. **Rejection of bid**  
The Authority reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time prior to the award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for Employers action.

**N.B.:** The Bidder who's Bid has been accepted will be notified by the Tender inviting & Accepting Authority by Acceptance letter/Letter of Acceptance.

The Letter of Acceptance will constitute the formation of the Contract.

The Agreement in W.B.F. No.-2911(ii) will incorporate all agreements between the Tender Accepting Authority and the successful Bidder. All the Tender documents including NIT & B.O.Q. will be the part of the Contract Document.

**38. PROCEDURE FOR SUSPENSION AND DEBARMENT OF SUPPLIERS, CONTRACTORS AND CONSULTANTS**

**1. SCOPE**

The procedure as laid down in subsequent paragraphs shall govern the suspension I debarment of suppliers, contractors and consultants ("contractors" for brevity) involved in government procurement for offenses or violations committed during competitive bidding and contract implementation, for the works under Public Works Department / WBTDCL, Government of West Bengal.

**2. PROHIBITION ON SUSPENDED I DEBARRED PERSONS/ENTITIES TO PARTICIPATE IN THE BIDDING OF GOVERNMENT PROJECTS/CONTRACTS OF THE DEPARTMENT.**

A person/entity that is suspended I debarred by a procuring entity shall not be allowed to participate in any procurement process under Public Works Department / WBTDCL during the period of suspension I debarment unless the same has been revoked.

A joint venture or consortium which is suspended I debarred or which has suspended I debarred member/s and/or partner/s as well as a person/entity who is a member of a suspended I debarred joint venture or consortium shall, likewise, not be allowed to participate in any procurement process under Public Works Department / WBTDCL during the period of suspension I debarment unless the same has been revoked.

(The same must be invariably mentioned in procurement notice.)

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### **3. DEFINITION OF TERMS:-**

3.1 Bidder:- A Person /Contractor / Agency /Joint Venture /Consortium/ Corporation participating in the procurement process and/or a Person /Contractor /Agency /Joint Venture /Consortium/ Corporation having an agreement/contract for any procurement with the department shall be referred as bidder.

3.2 Bid Evaluation Committee (BEC in short):

"Bid Evaluation Committee" for the bids invited by the Superintending Engineer, WBTDCL will be comprised of (i) Concerned Superintending Engineer as chairperson and convener, ii) Concerned Executive Engineer as member, iii) Audit Officer, WBTDCL as member.

3.3 Consolidated Debarment List:- A list prepared by the Department containing the list of bidders debarred by the Public Works Department, Government of West Bengal. The list would be displayed on website of the Department

3.4 Contract implementation:- A process of undertaking a project in accordance with the contract documents.

3.5 Debarment:- An administrative penalty, in addition to the contract provision, disqualifying a bidder from participating in any procurement process under Public Works Department, Government of West Bengal for a given period.

3.6 Debarred Bidder: - A Bidder who was disqualified by the competent authority of the Public Works Department, Government of West Bengal.

3.7 Department:- Public Works Department, Government of West Bengal.

3.8 Debarment Committee (Committee competent for issuing Debarment Order) :-

The "Debarment Committee" will be comprising of the (i) The Engineer in Chief & Ex-Officio Secretary, Public Works Department as chairperson and convener, (ii) The Chief Engineer, Head Quarter, Public Works Directorate as member and (iii) The Chief Engineer, Head Quarter, Public Work (Roads) Directorate as member, iv) The Financial Advisor, Integrated Finance Branch, PWD as member, v) For electrical works, the Chief Engineer, Electrical/for NH works, the Chief Engineer, NH/for Social Sector works, the Chief Engineer, Social Sector as member.

The Debarment Committee is authorized to decide to place alleged bidders under debarment.

3.8 Entity :-

A Person /Contractor /Agency /Joint Venture /Consortium/ Corporation participating in the procurement process and/or a Person /Contractor /Agency /Joint Venture /Consortium/ Corporation having an agreement/contract for any procurement with the department shall be referred as entity.

3.10 Offence: - A violation or breach of a law, regulation, laid down procedure, etc.

3.11 Procurement:- It is the act of buying goods, services or works from an external source. It is favorable that the goods, services or works are appropriate and that they are procured at the best possible cost to meet the needs of the acquirer in terms of quality and quantity, time, and location.

3.12 Procuring Entity Authority: - The officer authorized by the Public Works Department, Government of West Bengal, for procurement.

3.13 Suspension:- Temporary disqualification of a bidder from participating in the procurement process of Public Works Department for a period of 6(six) months when an offence is made out against a bidder.

3.14 Suspension Committee (Committee competent for issuing Suspension Order):-

"Suspension Committee" will be comprising of i) Zonal Chief Engineer, of the concerned Directorate, as chairperson and convener, ii) Assistant Chief Engineer (Monitoring), of the concerned Directorate as member and iii) Concerned Superintending Engineer, of the respective wing, as member.

For NH works, the Zonal Chief Engineer, P.W (Roads) Directorate will act as Chairperson and Convener and for Electrical and Social Sector works, the Zonal Chief Engineer, P.W. Directorate will act as Chairperson and Convener of the Suspension Committee as stated above.

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#### 4. GROUNDS FOR SUSPENSION AND DEBARMENT

- 4.1. Submission of eligibility requirements containing false information or falsified documents.
  - 4.2. Submission of Bids that contain false information or falsified documents, or the concealment of such information in the Bids in order to influence the outcome of eligibility screening or any other stage of the bidding process.
  - 4.3. Unauthorized use of one's name/digital signature certificate for purpose of bidding process.
  - 4.4. Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his favour.
  - 4.5. Refusal or failure to post a self-declaration to the effect of any previous debarment imposed by any other department of State Government and I or Central Government.
  - 4.6. All other acts that tend to defeat the purpose of the competitive bidding such as lodging false complain about any bidder, lodging false complain about any officer duly authorized by the department, restraining any interested bidder to participate in the bidding process, etc.
  - 4.7. Assignment and subcontracting of the contract or any part thereof without prior written approval of the procuring entity.
  - 4.8. Whenever adverse reports related to adverse performance, misbehavior, direct or indirect involvement in threatening, making false complaints etc damaging the reputation of the department or any other type complaint considered fit by the competent authority of the department, are received from more than one officer or at more than one occasion from individual officer.
  - 4.9. Refusal or failure to post the required performance security I earnest money within the prescribed time without justifiable cause.
  - 4.10. Failure in deployment of technical personnel, engineers and I or work supervisor having requisite license/ supervisor certificate of competency as specified in the Contract.
  - 4.11. Refusal to accept an award after issuance of "letter of acceptance" or enter into contract with the government without justifiable cause.
  - 4.12. Failure of the contractor, due solely to his fault or negligence, to mobilize and start work or performance within the specified period as mentioned in the "Letter of Acceptance", "Letter of Acceptance cum Work Order", "Work Order", "Notice to Proceed", "Award of Contract", etc.
  - 4.13. Failure by the contractor to fully and faithfully comply with its contractual obligations without valid cause, or failure by the contractor to comply with any written lawful instruction of the procuring entity or its representative(s) pursuant to the implementation of the contract.
  - 4.14. For the procurement of consultancy service/ contracts, poor performance by the consultant of his services arising from his fault or negligence. Any of the following acts by the consultant shall be construed as poor performance.
    - i. Non deployment of competent technical personnel, competent engineers and /or work supervisors;
    - ii. Non deployment of committed equipment, facilities, support staff and manpower; and
    - iii. Defective design resulting in substantial corrective works in design and/or construction;
    - iv. Failure to deliver critical outputs due to consultant's fault or negligence; and
    - v. Specifying materials which are inappropriate and substandard or way above acceptable standards leading to high procurement cost.
    - vi. Allowing defective workmanship or works by the contractor being supervised by the consultant.
  - 4.15. For the procurement of goods, unsatisfactory progress in the delivery of the goods by the manufacturer, supplier or distributor arising from his fault or negligence and/or unsatisfactory or inferior quality of goods, vis a vis as laid down in the contract.
  - 4.16. Willful or deliberate abandonment or non-performance of the project or contract by the contractor resulting to substantial breach thereof without lawful and/or just cause.
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## **5. CATEGORY OF OFFENSE:-**

5.1. First degree of offense:- SL No. 4.1to4.16 to be considered as first degree of offense.

5.2. Second degree of offence:- Any one of the offences as mentioned under 5.1 above, committed by a particular bidder/contractor/supplier by more than one occasions, be considered as second degree of offense.

In addition to the penalty of suspension I debarment, the bid security I earnest money posted by the concerned bidder or prospective bidder shall also be forfeited.

(The same must be invariably part of the process of evaluation of bids.)

## **6. PENALTY FOR OFFENSE:-**

6.1. For committing I " Degree of offense:- Disqualifying a bidder from participating in any procurement process under the Public Works Department / WBTDCL, Government of West Bengal up to 2(two) years.

6.2. For committing 2nd Degree of offense:- Disqualifying a bidder from participating in any procurement process under the Public Works Department / WBTDCL, Government of West Bengal for a period of 3(three) years.

## **7. PROCEDURE OF SUSPENSION AND DEBARMENT DURING THE PROCUREMENT PROCESS:**

7.1 Initiatio n of Action, Notifications and Hearings.

Any bidder or procurement authority on his own or based on any other information made available to him may initiate the process of suspension I debarment proceedings by filing a written complaint with the Bid Evaluation Committee and such filing of written application has to be done within forty eight hours from the date and time of publication of the result of technical evaluation of any bid.

a) Upon verification of the existence of grounds for suspension I debarment, the chairperson of Bid Evaluation Committee shall immediately notify the bidder concerned either electronically through his registered e-mail id or in writing to his postal address, advising him that:

i) A complaint has been filed against him and prima facie material has been found, which may lead to suspension/debarment.

ii) He has been recommended to be placed under suspension I debarment by the Suspension Committee, stating the grounds for such.

iii) The said bidder within three days from the date of issue of such notification by the Bid Evaluation Committee, may approach the chairperson of Suspension Committee by submitting all required documents in his favour for a hearing. Any application made thereafter would not be entertained.

Such notice should contain the e-mail id and the postal address of the Chairperson of the Suspension Committee.

b) After receiving the recommendation for suspension from Bid Evaluation Committee, the Suspension Committee shall issue a notice to the alleged bidder, electronically through his registered e-mail id, to submit all relevant documents in support of his defense within three working days after issuance of the notice of the Suspension Committee. The Suspension Committee will conduct the hearing within seven working days from the date of receipt of the documents from the alleged bidder. If no appeal has been received from the alleged bidder or after hearing if found sufficient ground for suspension the Suspension Committee, will suspend the alleged bidder from participating in the procurement process under the Public Works Department for a period of 6 (six) months from the date of issuance of Suspension order. The Chairperson of the Suspension Committee shall issue the Suspension Order within 7(seven) days from the last date of hearing and shall notify the bidder concerned either electronically through his registered e-mail id or in writing to his postal address. The chairperson of Suspension Committee shall also inform the decision to all concerned.

If sufficient reasons for suspension are not found, the Suspension Committee would reject the recommendation of Bid Evaluation Committee and would allow the bidder to take part in the tendering process.

If the bidder is suspended, the Suspension Committee would recommend debarment of the bidder and forward the case with all documents to the Debarment Committee for further action.

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c) The Debarment Committee upon receipt of the recommendation of the Suspension Committee shall scrutinize the documents. The Debarment Committee will hold a hearing of the alleged bidder and issue necessary order within 10(ten) working days from the last date of hearing. The Debarment Committee if satisfied after hearing shall forward the case to the Department for order of debarment. The Department in due course will issue Debarment Order disqualifying I prohibiting the erring bidder from participating in the bidding I procurement of all projects under Public Works Department, Government of West Bengal for a specified period. The alleged bidder shall be intimated accordingly either electronically through his registered e-mail id or in writing to his postal address. Otherwise the Debarment Committee may reject the recommendation of the Suspension Committee. The chairperson of Debarment Committee shall also inform the decision to all concerned.

#### **8. PROCEDURE FOR DEBARMENT DURING THE CONTRACT IMPLEMENTATION STAGE:**

a) Upon termination of contract due to default of the bidder, the Engineer-in-charge shall recommend for debarment to the Bid Evaluation Committee. The Bid Evaluation Committee shall submit his recommendation of debarment of the alleged bidder along with a detail report stating clearly the reasons for debarment to the Debarment Committee within thirty days from the date of termination of contract. The alleged bidder shall be intimated accordingly either electronically through his registered e-mail id or in writing to his postal address. The chairperson of Bid Evaluation Committee shall also inform the decision to all concerned.

b) The Debarment Committee upon receipt of the recommendation of the Bid Evaluation Committee shall scrutinize the documents. The Debarment Committee will hold a hearing about the matter from the bidder and issue necessary order within 10(ten) working days from the last date of hearing. The Debarment Committee if satisfied after hearing shall forward the case to the department for order of debarment. The department in due course will issue Debarment Order disqualifying I prohibiting the erring bidder from participating in the bidding I procurement of all projects under Public Works Department, Government of West Bengal for a specified period. The alleged bidder shall be intimated accordingly either electronically through his registered e-mail id or in writing to his postal address. Otherwise the Debarment Committee may reject the recommendation of the Bid Evaluation Committee. The chairperson of Debarment Committee shall also inform the decision to all concerned.

#### **9. STATUS OF SUSPENDED I DEBARRED BIDDER:-**

a) Bidder placed under suspension/ debarment by the competent authority will not be allowed to participate in any procurement process, within the period of suspension/debarment, in any procurement process under Public Works Department. The earnest money of the suspended bidder shall stand forfeited to the Government.

b) If the Suspension/Debarment Order is issued prior to the date of issue of "Letter of Acceptance", "Letter of Acceptance cum Work Order", "Work Order", "Notice to Proceed", "Award of Contract", etc for any bid, the suspended/ debarred bidder shall not be qualified for award for the said bid and such procurement process will be dealt with as per existing norms by simply excluding the erring bidder.

c) If the Suspension/ Debarment Order is issued after award of a government project/contract to the debarred bidder, the awarded project/contract shall not be prejudiced by the said order provided that the said offense(s) committed by the debarred bidder is not connected with the awarded project/contract.

**Memo No: 862 /Computer No: 569846**

**Date: 16/08/2024**

**Copy forwarded for information and wide circulation through Notice Board to: -**

- 1) The Managing Director, West Bengal Tourism Development Corporation Limited.
- 2) The Executive Engineer (South), West Bengal Tourism Development Corporation Limited.
- 3) The Executive Engineer (North), West Bengal Tourism Development Corporation Limited.

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Superintending Engineer,  
PWD / WBTDCL.

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## Annexure - I

### Pre-qualification APPLICATION

To  
The Superintending Engineer  
West Bengal Tourism Development Corporation Limited

Ref:- Tender for

\_\_\_\_\_ (name of work)

NIT No.:.....(SI No.....) of 20..... - 20..... of Superintending Engineer,  
West Bengal Tourism Development Corporation Limited.

Dear Sir,

Having examined the statutory, Non statutory & NIT documents, I/We hereby submit all the necessary information and relevant documents for evaluation.

The application is made by me/us on behalf of \_\_\_\_\_ in the capacity \_\_\_\_\_ Duly authorised to submit the order.

The necessary evidence admissible by law in respect of authority assigned to us on behalf of group of firms for Application and for completion of the contract documents is attached herewith.

We are interested in bidding for the work(s) given in Enclosure to this letter.

We understand that:

- (a) Tender Inviting and Accepting Authority/Engineer-in Charge can amend the scope & value of the contract bid under this project.
- (b) Tender Inviting and Accepting Authority/Engineer-in Charge reserve the right to reject any application without assigning any reason.

Enclo:- e-Filing:-

- 1. Statutory Documents
- 2. Non statutory Documents

Date:-

Signature of applicant including title  
And capacity in which application is made

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## Annexure – II

### STRUCTURE AND ORGANISATION

**A.1** Name of applicant :

**A.2** Office Address :

Telephone No. and Cell Phone No. :

Fax No. :

E mail :

**A.3** Details of Bank Accounts

i) Name of Bank :

ii) Name of Branch and  
Address with Phone No. :

iii) Account No. :

iv) MICR No. :

v) IFSC Code :

**A.4** Attach an organization chart  
showing the structure of the  
company with names of Key  
personnel and technical staff. :

**A.5** Attach Proof of Photo ID (Aadhar) and  
Technical Qualification.  
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**Signature of applicant including title**  
and capacity in which application is made.



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**Annexure –III**  
**(DECLARATION PROFORMA)**

(To be furnished in Non – Judicial Stamp  
Paper of appropriate value duly notarized)

This Declaration is made this the dt. .... day of month ....., year ..... by:-

Name of the agency & Address in details..... hereinafter called and referred to as the bidder - (Which terms and expressions unless by or repugnant to the context, shall be deemed to mean and include its successors-in-interest and assigns).

1. All works will be executed as per instruction of Superintending Engineer, WBTDCL or his authorized representative as per written instruction in the site order book of triplicate page.
2. The bill for the up to date executed work will be submitted on monthly basis to the concerned Assistant Engineer, WBTDCL within 1st week of preceding month positively. These shall be maintained strictly till the works completed in all respect.
3. At least 1(one) ordinary mason & carpenter with helper will be engaged immediately as per requirement for the emergency work and the same will be completed within 24 Hrs.
4. At least 1(one) plumber with helper for any emergent (S & P) works and 1(one) sweeper for cleaning of sewerage line will be engaged immediately as per requirement and the emergency work will be completed within 24 Hrs.
5. Arrangement for welding works of MS Grill to be made for any type of repairing works at site on emergency basis.
6. For building works, At least 1(one) electrical supervisor / electrician with helper will be engaged immediately as per requirement for emergent electrical work and the same will be completed within 24 Hrs. All such factor(s) before quoting rates.
7. Any emergent nature of work as per requisition or as per the instruction of S.E / E.E. /A.E. will be taken up immediately and to be completed within 48(Forty Eight) hours.

Whereas a work in Name of work (which mentioned in NIT) ....., Sl. No. .... of Superintending Engineer, WBTDCL vide N.I.T. No. ...., Dt. ...., has been allotted in favour of the bidder do hereby enter into this written agreement for performing the said work and in the manner as hereunder written.

**(Signature of the Bidder)**

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## MEMORANDUM

**Ref: No. 3975-F(Y)**

**Date: 28<sup>th</sup> July, 2016**

**Sub:- Online receipt and refund of EMD of e-procurement through State Government e-procurement portal.**

The State Government procurement portal has already been integrated with the Payment Gateway of ICICI Bank for deposit of EMD and other fees by the bidders participating in e-procurement.

Now, in cancellation of this Department Memorandum No. 1526-F(Y) dated 18.03.2014, the Governor is pleased to prescribe the following procedure to be adopted for deposit of EMD/Bid Security related to e-procurement of the State Government Departments and its subordinate offices, PSUs, Autonomous and Local Bodies, PRIs, etc.

### **1. Login by bidder:**

- a) A bidder desirous of taking part in a tender invited by a State Government office/PSU/Autonomous Body/Local Body/PRIs, etc shall login to the e-procurement portal of the Govt. of West Bengal <https://wbtenders.gov.in> using his login ID and password.
- b) He will select the tender to bid and initiate payment of pre-defined EMD/Tender Fees for that tender by select from either of the following payments modes:
  - (i) Net banking (any of the banks listed in the ICICI Bank payment gateway) in case of payment through ICICI Bank Payment Gateway;
  - (ii) RTGS/NEET in case of offline payment through bank account in any Bank.

### **2. Payment procedure:**

#### **a) Payment by Net Banking (any listed bank) through ICICI Bank Payment Gateway:**

- (i) On selection of net banking as the payment mode, the bidder will be directed to ICICI Bank payment Gateway webpage (along with a string containing a Unique ID) where he will select the Bank through which he wants to do the transaction.
- (ii) Bidder will make the payment after entering his Unique ID and password of the bank to process the transaction.
- (iii) Bidder will receive a confirmation message regarding success/failure of the transaction.
- (iv) If the transaction is successful, the amount paid by the bidder will get credited in the respective Pooling account of the State Government/ PSU/Autonomous Body/Local Body/PRIs, etc maintained with the Focal Point Branch of ICICI Bank at R.N. Mukherjee Road, Kolkata for collection of EMD/Tender Fees.
- (v) If transaction is failure, the bidder will again try for payment by going bank to the first step.

#### **b) Payment through RTGS/NEFT:**

- (i) On selection of RTGS/NEFT as the payment mode, the e-procurement portal will show a pre-filled challan having the details to process RTGS/NEFT transaction.
- (ii) The bidder will print the challan and use the pre-filled information to make RTGS/NEFT payment using his Bank account.
- (iii) Once payment is made, the bidder will come back to the e-procurement portal after expiry of a reasonable time to enable the NEFT/RTGS process to complete, in order to verify the payment made and continue the bidding process.
- (iv) If verification is successful, the Fund will get credited to the respective Pooling account of the State Government/ PSU/Autonomous Body/Local Body/PRIs, etc maintained with the Focal Point Branch of ICICI Bank at R.N. Mukherjee Road, Kolkata for collection of EMD/Tender Fees.
- (v) Hereafter, the Bidder will go to e-procurement portal for submission of his bid.
- (vi) But if the payment verification is unsuccessful, the amount will be returned to the bidder's account.

### **3. Refund/Settlement Process :**

- (i) After opening of the bids and technical evaluation of the same by the tender inviting authority through electronic processing in the e-Procurement portal of the State Government, the tender inviting authority will declare the status of the bids as successful or unsuccessful which will be made available, along with the details of the unsuccessful bidders, to ICICI Bank by the e-Procurement portal through web services.
- (ii) On receipt of the information from the e-Procurement portal, the Bank will refund, through an automated process, the EMD of the bidders disqualified at the technical evaluation to the respective bidders' bank accounts from which they made

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the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on rejection of bid is uploaded to the e-Procurement portal by the tender inviting authority.

- (iii) Once the financial bid evaluation is electronically processed in the e-Procurement portal, EMD of the technically qualified bidders other than that of the L1 and L2 bidders will refund, through an automated process, to the respective bidders' bank accounts from which they made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on rejection of financial bid is uploaded to the e-Procurement portal by the tender inviting authority. However, the L2 bidder should not be rejected till the LOI process is successful.
- (iv) If the L1 bidder accepts the LOI and the same is processed electronically in the e-Procurement portal, EMD of the L2 bidder will be refunded through an automated process, to his bank account from which he made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on Award of Contract (AOC) to the L1 bidder is uploaded to the e-Procurement portal by the tender inviting authority.
- (v) As soon as the L1 bidder is awarded the contract (AOC) and the same is processed electronically in the e-Procurement portal –
  - a) EMD of the L1 bidder for tenders of State Government offices will automatically get transferred from the pooling account to the State Government deposit head "8443-00-103-001-07" through GRIPS along with the bank particulars of the L1 bidder.
  - b) EMD of the L1 bidder for tenders of the State PSUs/Autonomous Bodies/Local Bodies/PRIs, etc will automatically get transferred from the pooling account to their respective linked bank accounts along with the bank particulars of the L1 bidder.

In both the above cases, such transfer will take place within T+1 Bank Working Days where T will mean the date on which the Award of Contract (AOC) is issued.

- (vi) The Bank will share the details of the GRN No. generated on successful entry in GRIPS with the E-Procurement portal for updation.
- (vii) Once the EMD of the L1 bidder is transferred in the manner mentioned above, Tender fees, if any, deposited by the bidders will be transferred electronically from the pooling account to the Government revenue receipt head "0070-60-800-013-27" through GRIPS for Government tenders and to the respective linked bank accounts for State PSU/Autonomous Body/Local Body/RPIs, etc tenders.
- (viii) All refunds will be made mandatorily to the Bank A/c from which the payment of EMD & Tender Fees (if any) were initiated.

#### **4. Accounting and Monitoring Process :**

- (i) The ICICI Internet Banking will communicate to the State Government e-Procurement portal all details of the transactions on daily basis.
- (ii) The Tender inviting Authority of the Government Offices/PSUs/ Autonomous Bodies/ Local Bodies/ PRIs, etc will be using their respective e-procurement User ID and Password to view the EMD and Tender Fees deposited by the bidders in the pooling accounts.
- (iii) The nodal officer of the Finance Department, Government of West Bengal will be able to view the Department-wise EMD and Tender Fees deposited by the bidders to the pooling accounts and fund transferred downstream at various stages of the tender process to the Government accounts and bidders' accounts, as applicable by using user access as provided by NIC.
- (iv) The details of NIC E-Procurement Help Desk and toll free number of ICICI Bank are given in annexure.

The system will become effective from 01/08/2016 and can be used by any Government Offices/PSUs/Autonomous Bodies/Local Bodies/PRIs, etc. with effect from that date. However, with effect from 01/09/2016, all the EMD/Tender fees in respect of e-tender of all State Government Offices/PSUs/Autonomous Bodies/Local Bodies/PRIs, etc will mandatorily be received and refunds/settlements made as per the procedure stated above.

Sd/-  
(P A Siddiqui)  
Secretary to the  
Government of West Bengal  
Finance Department