

2014



West Bengal Gram Panchayat Procurement Manual



सत्यमेव जयते

Panchayats & Rural Development Department
Government of West Bengal

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PREFACE

The Gram Panchayats are mandated to deliver civic and other vital basic services to around 72 per cent of over 80 million population of West Bengal residing in rural areas. The PRIs in the State have grown over the years with more spontaneity and have taken galloping strides in achieving equitable economic growth and secure social justice for all. Average receipt of fund in a GP has increased enormously from 1978 -79 to 2011-12. Therefore the need to facilitate the process of its emergence as an independent local government through more devolution of functions, providing resources to those bodies and building up capacities for discharging their responsibilities as institution of self-governance was a mandate before the State Administration. In such a scenario, the Institutional Strengthening of Gram Panchayat (ISGPP) Project supported by the World Bank is a State venture towards making Gram Panchayat a stronger institution to an enhanced level of quality of service delivery and inclusive growth to cater to the needs of the rural citizens of the state with a greater focus on vulnerable groups and better compliance on environmental and social management in infrastructure development.

With the massive increase in quantum of fund at the disposal of the Gram Panchayat, the gamut of procurement has been on rise at enormous pace. It was experienced by the state oversight mechanism that there was scope to introduce more systematic approach for improving the procurement process with relevant policy reforms and enactment. The West Bengal Gram Panchayat Procurement Manual – 2014, prepared by the Project Team of ISGP Project in consultation with stakeholders from Gram Panchayat, Block, District and State level is a step in this direction. Every level of Administration should therefore ensure that the provisions of the Gram Panchayat Procurement Manual is followed in order to strengthen local self-governance with stronger accountability and transparency. I congratulate the project team for coming up with this wonderful document.

(Subrata Mukherjee)

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FOREWORD

The PRIs in the State of West Bengal have grown significantly over the last decades with more spontaneity and momentum towards achieving economic development and secure social justice for all. The quantum of fund made available at the disposal of the Gram Panchayat has increased manifold over the last three decades which amounted to about fifty three thousand per year in 1978-79 to seventy six lacs per year during 2013-14. With this massive increase in availability of fund, the issue of Gram Panchayat procurement emerged as an issue of criticality to local governance. A series of policy reforms have been made by the Government in order to systematize procurement process including introduction of West Bengal Gram Panchayat Audit, Accounts & Budget Rules 2007 followed by a number of orders and guidelines. Rigorous monitoring by the Panchayats and Rural Development Department reinforced by stronger inspection and supervision from district, sub-district and block administration, Gram Panchayat procurement has emerged more transparent, systematic and timely. Considering the multifariousness of the procurement process, it has been experienced that more clarity needed to be brought in with required degree of illustration and explanation of the existing provision of the Rules, Orders and Guidelines in the form of a comprehensive document which would cater the need to install a more transparent and accountable governance at the Gram Panchayat level. The West Bengal Gram Panchayat Procurement Manual – 2014, designed and developed by the ISGPP Project Team for Panchayats and Rural Development Department is definitely going to bridge the gap between the prevalent procurement practices at the Gram Panchayat level and relevant legislation.

The Manual is going to be pivotal to reduce gap between knowledge and practice for the Gram Panchayat employees and Elected Representatives to manage procurement event more effectively and efficiently. It is expected to bring about a paradigm shift in the process of Gram Panchayat procurement in the days to come. I request all the district authorities to ensure wide acceptance of this 'Manual' which has been a remarkable piece of work by the project team

(Saurabh Kumar Das)

CONSTITUENT

Chapter	Description	Page
	PART-I	
	Meaning of Key Words.....	4
	PART-II	
	Flow Chart.....	5
	PART-III	
Chapter:1	Prologue.....	6
	1.1 Procurement needs at Gram Panchayat Level.....	6
Chapter:2	Method of Procurement.....	8
	2.1 Direct Purchase.....	8
	2.2 Procurement by Inviting Quotation.....	8
	2.3 Procurement through Tender.....	8
Chapter:3	Process of Approval Prior to Procurement.....	9
	3.1 Administrative and Technical Approval.....	9
	3.2 Expenditure Sanction.....	10
Chapter:4	Preparation of Estimate.....	11
	4.1 Preliminary Estimate.....	11
	4.2 Detail Estimate.....	11
	4.3 Revised Estimate.....	11
	4.4 Supplementary Estimate.....	12
	4.5 Combination of Revised & supplementary Estimate.....	12
Chapter:5	Works through Contractor.....	13
	5.1 Procurement of Works.....	13
	5.2 Engagement of Contractor.....	13
Chapter:6	Pre-Tendering Stage for Works.....	16
	6.1 Preparation of Estimates.....	16
	6.2 Vetting of Detailed Cost Estimate.....	16
	6.3 Tender Selection Committee.....	16
	6.4 Two Stage Bidding Procedure.....	16
	6.5 Norms related to Tender Process.....	17
	6.6 Similar Nature of Work.....	18
	6.7 Requirement of Credential.....	19
	6.8 Sale of Tender Documents.....	20
Chapter:7	Bidding/Tendering Procedure for Works.....	22
	7.1 Opening of Tender/Quotation.....	22
	7.2 Earnest Money.....	22
	7.3 Acceptance / Rejection of Tender.....	23
	7.4 Completion of Procurement Process.....	24
	7.5 Execution of Contract and Security Deposit	25
	7.6 Release of Security Deposit and Recoveries.....	25
	7.7 Execution of Work Without Delay and Compensation in Case of delay.....	25

Chapter	Description	Page
Chapter:8	Procurement Procedures for Materials, Goods, Equipment and Services.....	27
	8.1 Procedures for Invitation of Quotations and Tenders for Materials.....	27
Chapter:9	Pre-Tendering Stage for Material.....	30
	9.1 Preparation of Estimates.....	30
	9.2 Assessment of Requirement.....	30
	9.3 Quotation/ Tender Selection Committee.....	30
	9.4 Norms related to Procurement of Materials.....	30
	9.5 Sale of Tender documents.....	31
Chapter:10	Bidding/Tendering Procedure for Materials.....	33
	10.1 Opening of Quotation/Tender.....	33
	10.2 Earnest Money.....	33
	10.3 Acceptance / Rejection of Quotation/ Tender.....	34
	10.4 Completion of Procurement Process.....	35
	10.5 Execution of Contract.....	35
	10.6 Execution of Supply Without Delay and Compensation in Case of Delay.....	35
Chapter:11	Procurement of Services.....	37
Chapter:12	Measurement Book (MB)-A Brief Description.....	38
	12.1 Importance of measurement book.....	38
	12.2 Issue of Measurement Book.....	38
	12.3 Quality Assurance.....	39
Chapter:13	Payments to Contractors.....	40
	13.1 Procedure of Payment.....	40
	13.2 Deduction of Taxes at Source.....	42
Chapter:14	Procurement Checklist for Supply of Goods/Material or Equipment and Works Contract	44
	14.1 Procurement Checklist for Supply of Goods/Materials or Equipment.....	44
	14.2 Procurement Checklist for Works Contract.....	45
Chapter:15	Additional Procurement Norms Applicable for ISGP Project Block Grant.....	47
PART-IV		
	List of Annexures.....	
Annex-1	Format for Notice Inviting Tender for Works Contract	49
Annex-2	Format Notice Inviting Quotation /Tender for Supply of Goods, Materials or Equipment	52
Annex-3	Notice for Inviting Quotation of Service Contract	53
Annex-4	Format of Tender Form	54
Annex-5	Register of Tender Forms	60
Annex-6	Screening Sheet to Compare Credentials Received from Bidders	61
Annex-7	Register of Earnest Money	62
Annex-8	Format for Comparative Statement for Works Contract	63
Annex-9	Format for Comparative Statement of Quotation/ Tender Received For Supply of Goods, Materials or Equipment	65

Chapter	Description	Page
Annex- 10	Format for Letter of Acceptance	67
Annex-11	Format of Contract	69
Annex-12	Format for Work Order	73
Annex-13	Register of Contracts	74
Annex-14	Register of Security Deposit	76
Annex-15	Format for First and Final Bill	77
Annex-16	Format for Running Account Bill	80
Annex-17	Proforma for Extension of Time	83
Annex-18	Proforma for Intimation to The Contractor Regarding Levy of Compensation	84
Annex-19	Proforma of Show Cause Notice Under Clause of the Contract	85
Annex-20	Notice on Final Action Under Clause of the Contract	86
Annex-21	Completion Certificate (for Works Contract)	87
Annex-22	Completion Certificate (for Supply Contract)	88
Annex-23	List for Similar Nature of Work	89
List of Tables.....		
Table-I	Summarization of Procurement Procedures for Work	14
Table-II	Content of Bidding Envelops	17
Table-III	Requirement of Credentials against Estimated Cost	20
Table-IV	Price of Tender form depending on Estimated Cost of the Work	21
Table-V	Summarization of Procurement Procedures for Materials, Goods and Equipment	28
Table-VI	Summarization of number of Running Account Bill as per quoted value of Supply / Works Contract	40
Table-VII	List of documents to be preserved in the file for Supply Order	44
Table-VIII	List of documents to be preserved in the file for Works Order	45

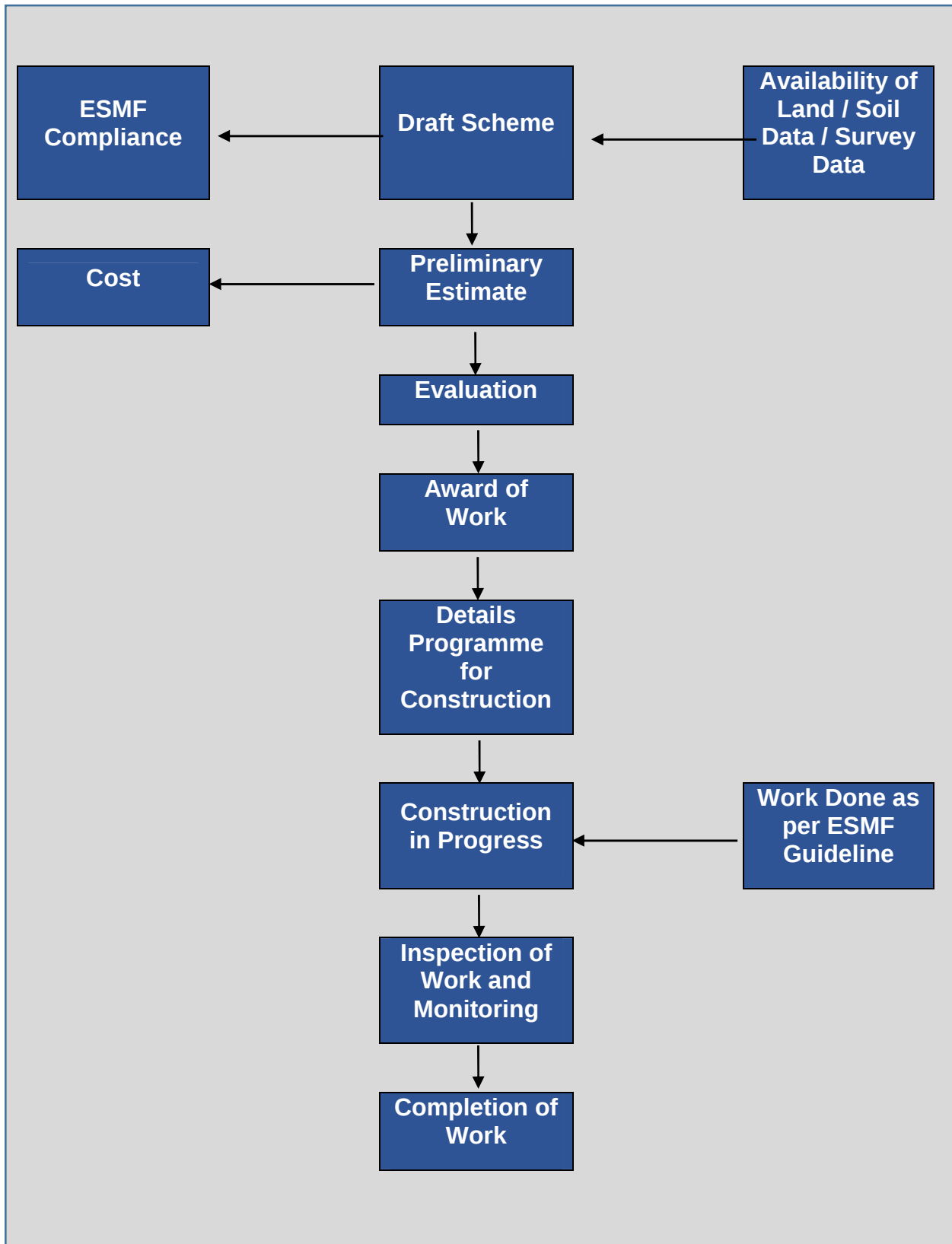
Part-I

Meaning of Key Words

1. **Assets:** Objects fixed or non-fixed in nature, owned by Gram Panchayat or vested with any office of the Government of West Bengal for the purpose of service delivery is referred as Asset.
2. **Bid:** Any offer by one party to enter into a legal contract with the Gram Panchayat through quotation/tender for compact work or to supply of goods and service.
3. **Bidder:** The party offering to enter into a legal contract with Gram Panchayats.
4. **Earnest Money:** An amount taken from the bidders as a refundable deposit to safe guard against a bidder's withdrawing or altering its bid during the bid validity period as advertised by the Gram Panchayats.
5. **Open Tender:** A form of tender by public advertisement at prescribed location viz Notice Boards of Government Offices / Panchayati Raj Institutions, News Papers, Website etc.
6. **Procurement:** The complete process of obtaining Goods, Assets and Service for Gram Panchayats that includes framing specifications, market rate analysis, and selection of bidder through appropriate bidding process, project execution and payment procedure.
7. **Security Deposit:** An amount obtained from the successful bidder as a security to ensure due performance of the contract i.e. quality of work and timeliness of completion.
8. **Supplier:** The firm or individual who is contracted by the Gram Panchayat for supply of goods following appropriate procurement norms.
9. **Tender:** Means the same as "Bid" in this Manual.
10. **Tender Notice:** Tender Notice is an invitation to the potential bidder / supplier / service provider by the Gram Panchayat to participate in tendering process during the course procurement.

Part-II

System Flow Chart



Part-III

WEST BENGAL GRAM PANCHAYAT PROCUREMENT MANUAL - 2014

(Disclaimer: The existing statutory accounting / financial rules, relevant acts in place and to be issued/published in future by the Finance Department / Panchayats & Rural Development Department of the Government of West Bengal shall prevail wherein the provisions under the West Bengal Gram Panchayat Procurement Manual-2014 is found to be in contradiction or conflict with such act and rules)

CHAPTER-1

PROLOGUE



A well – functioning procurement system should be designed to fulfil the objectives of transparency, competition, economy, efficiency, fairness and accountability in the entire process. The system should provide guidelines on appropriate quality, optimum quantity, timing, reasonability of rates and proper authorization, besides facilitating uniformity in application across the Gram Panchayat. The West Bengal Panchayat (Gram Panchayat Accounts, Audit and Budget) Rules, 2007 and Notification No.

832/PN/O/1/3R-5/04(Pt-IV) dated 05/04/2010 governs existing procedures of procurement by the Gram Panchayats. Procurement for the Gram Panchayat would be carried out in accordance with the guidelines contained in this manual, subject to adherence to the provisions of the Rules.

This manual, therefore, provides procurement guidelines and acts as a ready reckoner for the Gram Panchayats that have been aligned with the prescriptions in the existing rules but kept simple so that the local self – governance institutions at the lowest level i.e. the Gram Panchayats can follow and implement them and also meet the objectives of each programme and project. So, this manual strives towards standardization and uniformity of Gram Panchayat procurement system across the state and across all funds. Utmost care has been taken as far as practicable to ensure avoidance of conflict with existing Rules and Acts of the Finance department and the P&RD department of the state.

1.1. Procurement Needs at Gram Panchayat level: Usually procurement activities at Gram Panchayats involves smaller amount as compared to PS/ZP level but the number of procurement events are higher which corresponds to plan document and

the number of approved project/scheme for implementation in a particular financial year. The procurement activities at the Gram Panchayat level may be classified under the following broad categories viz.

- **Procurement for Works**
- **Procurement of Goods and Materials**
- **Procurement of Services**

CHAPTER-2

METHOD OF PROCUREMENT



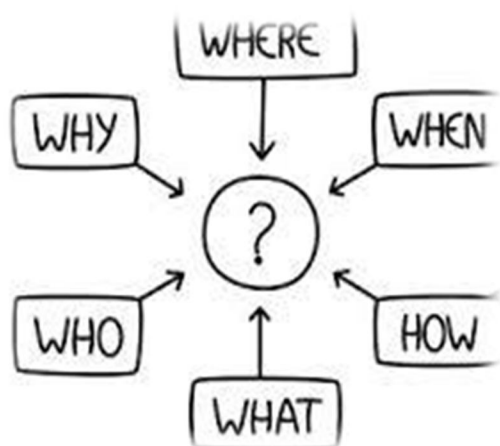
Depending on the nature and size of the project/scheme and its procurement elements, the Gram Panchayat may use any of the following methods to procure goods and material, works and services.

- **2.1. Direct Purchase:** When the estimated value of material is less than rupees two thousand only, it shall not be necessary to invite any quotation or tender. Nevertheless, it shall be prudent to ascertain the rates prevalent in the open market in the material time on enquiry from a few traders or firms before purchase.
- **2.2. Procurement through Quotation:** Inviting quotations is a procurement method based on comparing price quotations obtained from several suppliers (in case of goods) normally not less than **three**, to ensure competitive prices.
- **2.3. Procurement through Tendering:** This is a procurement procedure through invitation of tenders. The Bid documents to be used in this procedure shall be prepared and supplied by the Gram Panchayat for submission of tenders to the Gram Panchayat. The bidder will fill in the necessary details and submit in the specified manner for consideration.

Note: For the purpose of this manual, the words “Bid” and “Tender” shall have the same meaning.

CHAPTER-3

PROCESS OF APPROVAL PRIOR TO PROCUREMENT



Whenever a Gram Panchayat decides to take up any particular work including repair works, project or scheme execution, it shall first identify the appropriate process to be deployed to carry out the procurement event. The process of procurement should involve the following steps.

Administrative and Technical Approval:

3.1.1. Proposals above rupees two thousand shall be examined by the Executive Assistant or the Secretary of the Gram Panchayat for availability of fund and budget provision therefore, after which she/he shall place it to the Pradhan who in turn shall cause to place the proposal for administrative approval of the concerned Upa-Samiti.

3.1.2. Nirman Sahayak shall prepare a proposal and submit it for administrative approval to the Pradhan of the Gram Panchayat and place it before Artha-o-Prikalpna Upa-Samiti accompanied by a preliminary plan, information on suitability of the site etc.

3.1.3. A detailed cost estimate shall be prepared, vetted and sanctioned by the Nirman Sahayak of the Gram Panchayat or any competent engineer of the higher tier. The detailed cost estimate of work exceeding the vetting power of the Nirman Sahayak shall have to be sent by the Gram Panchayat to the Panchayat Samiti or the Zilla Parishad for vetting by competent authority, depending on the estimated value of the work.

3.1.4. The said Upa-Samiti shall then on the basis of the technical sanction obtained, accord administrative approval for the work and instruct the concerned employees to take up the work. It shall also be necessary to mention a time limit for implementation of the scheme.

3.1.5. The procedure noted above shall also apply to modifications of the proposals originally approved and are likely to necessitate submission of a **revised estimate**, or likely to cause material deviations from the original proposals even though the cost of the same may possibly be covered by savings on other items, in cases where the detailed estimate, when prepared, exceed the amount administratively approved.

3.1.6. For proposals within the limit of rupees two thousand, administrative approval on the basis of at least a rough cost estimate and availability of required fund, shall be necessary even though there will be no need for technical sanction.

3.2. Expenditure Sanction:

After administrative approval has been accorded for a scheme, financial approval within the budgetary provision of the relevant head will be necessary. When the estimated cost is beyond the capacity of sanction by Upa-Samitis other than Artha-o-Parikalpana, the proposal shall be referred to the Artha-o-Parikalpana Upa-Samiti for sanction up to its delegated power. If the estimated cost of the proposal exceeds the sanctioning power of the Artha-o-Parikalpana Upa Samiti then the matter shall be referred to the General Body Meeting of the Gram Panchayat for sanction. The General Body is empowered to accord sanction beyond that of Artha-o-Parikalpana Upa Samiti but within the budgetary provisions, for approval, if necessary, by re-appropriation.

CHAPTER 4

PREPARATION OF ESTIMATE



4.1. Preliminary Estimate: Preliminary estimate is to be prepared on the basis of plinth area or length of road etc. worked out on the rate as per unit area or length /number or method adopted for ready and rough calculation to give an idea of the approximate cost involved in the proposal.

The preliminary estimate shall be prepared on the basis of the preliminary drawing prepared by Nirman Sahayak.

4.2. Detailed Estimate: This includes the detailed particulars for the quantities, rates and costs of all the items involved for satisfactory completion of a project.

4.2.1. Quantity of all items of works are calculated from their respective dimensions on the drawing on a measurement sheet. Multiplying these quantities by their respective rates in a separate sheet, the cost of all items of work are worked out individually and then summarised i.e abstracted (which is the detailed actual estimated cost of work). All other expenses required for satisfactory completion of the project are added to the above cost to frame the total of a detailed estimate .This is the best and most accurate estimate that can be prepared.

4.2.2. A detailed estimate is accompanied by

- a) Report
- b) Specification
- c) Detail drawing showing plans, different section, key or index plan etc.
- d) Design data and Calculations
- e) Basis of rates adopted in the estimate.

4.3. Revised Estimate: A revised estimate is a detailed estimate for the revised quantities and rates of items of work originally provided in the estimate without material deviations of a structural nature from the design originally approved for a project. It is accompanied without a comparative statement abstract form showing the probable variation for quantity, Rate and amount for each item of work of the project as compared with the original estimate side by side stating the reason of variations, a revised estimate is prepared and submitted for fresh technical sanction. It is necessitated for the following reasons:-

- I. When a sanctioned estimate is likely to exceed by more than 5% either from the rates being found insufficient or from any cause whatsoever except important structural alternation.

CHAPTER 5

WORKS THROUGH CONTRACT



When a project or scheme does not relate to any poverty alleviation, employment generation or social assistance programme and involves construction work for infrastructural development and the estimated project cost of the work exceeds rupees one lakh in case of general works including sanitary and plumbing works or rupees twenty thousand in case of electrical works requiring close technical supervision at multiple stages and the Gram Panchayat

holds the view that its machinery is unable to provide such required level of supervision, it may decide in its meeting to engage a contractor for implementation of such project.

5.1. Procurement of Works: For engagement of contractor, the Gram Panchayat may enter into contract with any contractor through open invitation of tenders as may be applicable if the estimated value of the works exceeds rupees one lakh in case of general works including sanitary and plumbing or rupees twenty thousand in case of electrical works.

5.2. Engagement of Contractor: For engagement of contractor, when estimated value of the proposed work exceeds rupees one lakh but does not exceed rupees five lakh, in case of general works including sanitary and plumbing work or rupees twenty thousand but does not exceed rupees two lakh in case of electrical works, sealed tenders shall be invited. The Artha-O-Parikalpana Upa Samiti shall publish a notice giving at least fifteen days' time and copies of the notice shall be displayed in the notice board of the office of the Gram Panchayat, the Panchayat Samiti and the Sub-Divisional Officer having jurisdiction and also on display board of the Rural library and Tathya Mitra Kendra within the area of that Gram Panchayat as may be available. The contractors shall be eligible to participate in such tendering process if they fulfill the requisite conditions of the tender.

If the estimated value of the each work exceeds rupees five lakh in case of general works or for sanitary and plumbing works or rupees two lakh in case of each electrical work, sealed tenders shall be invited openly on behalf of the Artha-O-Parikalpana Upa-Samiti by publishing a notice giving at least fifteen days' time. The copies of notice inviting tender shall be published in at least one local widely circulated newspaper well

- II. When there are material deviation from the original proposal but not due to material deviation of structural nature.
- III. When it is found that the sanctioned estimate is more than the actual requirement.

4.4. Supplementary Estimate: - While a work is in progress, some changes or additional works due to material deviation of a structural nature from design originally approved, may require for the development of a project. In such a situation, an estimate needs to be prepared to include all such additional works which was not there in the approved original estimate. This kind of interim estimate is known as 'Supplementary Estimate'. The method of preparation of a supplementary estimate is the same as that of a detailed estimate and it should be accompanied by full report of circumstances as may be necessary. The abstract must show the amount of the original estimate and the total of the sanction required including the supplementary amount.

4.5. Combination of Revised and Supplementary Estimate: During execution of a project it may be necessary to revise the original estimate due to increased volume of original proposed work and at the same time for sanction of supplementary works. For such a case, a revised estimate is prepared for the increased volume of original work and a detail estimate is added to the revised estimate showing the amount separately. Thus the total amount of the revised estimate includes the amount for supplementary works also.

4.5.1. The estimate are to be revised as per the modification made ,if any by the concerned engineer subject to budgetary allocation for the work when exceeding 15% or more of the said work .This sanction shall be known as the technical sanction to the design and estimate. In that case separate tender should be initiated for the extension of the said work beyond estimate and vetted value. However such practice should be avoided to the extent practicable.

4.5.2. GP must maintain and update revise schedule in case any extension of work completion period is required for some justifiable reason beyond the favourable contractor .The revise schedule should prepared at the midterm of particular work and this should be kept in the record.

in advance. In addition, the tender notices shall be displayed prominently in the notice board of the Gram Panchayat, the Panchayat Samiti and the Sub-Divisional Officer having jurisdiction and also on display board of the rural library and Tathya Mitra Kendra within the area of that Gram Panchayat as may be available.

Table I

Summarization of the Procurement Procedures for Works

Value of procurement	Manner of procurement	Display of Notice	Notice period
General Works or Sanitary and Plumbing Works			
Exceeds Rs. 1.00 lakh and up to Rs.5.00 lakh	Inviting tenders	Notice board of the office of the Gram Panchayat, the Panchayat Samiti and the Sub-Divisional Officer and also circulated well in advance in display board of the Rural library and Tathya Mitra Kendra within the area of that Gram Panchayat if available.	At least 15 days' time
Exceeds Rs.5.00 lakh	Inviting open tender	Published in at least one local daily newspaper widely circulated in the area concerned well in advance. In addition, the tender notices shall be displayed prominently in the notice board of the Gram Panchayat and other places as mentioned above.	At least 15 days' time
Electrical Works			
Value of procurement	Manner of procurement	Display of Notice	Notice period
Exceeds Rs.20.00 thousand and up to Rs.2.00 lakh	Inviting tenders	Notice board of the office of the Gram Panchayat, the Panchayat Samiti and Sub-Divisional Officer and also circulated well in advance in display board of the Rural library and Tathya Mitra Kendra within the area of that Gram Panchayat if available.	At least 15 days' time

Exceeds Rs.2.00 lakh	Inviting open tenders	Published in at least one local daily newspaper widely circulated in the area concerned well in advance. In addition, the tender notices shall be displayed prominently in the notice board of the Gram Panchayat and other places as mentioned above.	At least 15 days' time
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CHAPTER- 6

PRE-TENDERING STAGE FOR WORKS



6.1. Preparation of Estimates: Upon approval of the Artha-o-Parikalpana Upa-Samiti of Gram Panchayat, Nirman Sahayak will prepare detailed estimates on the basis of the current rate schedule of the P&RD Department or PWD whichever is latest. In case of non-scheduled items,

local market rates for material should be considered by averaging the rate of at least three quotations obtained from the local market. Considering the average rate of the material, Gram Panchayat should arrived at the unit-wise rate for the concerned item after adding up unit wise cost of labour along with the cost of material. Preparation of rate for non-scheduled items should be done prior to publication of NIT. Other procedure will remain the same as followed during works contract.

6.2. Vetting of Detailed Cost Estimate: A detailed cost estimate shall be prepared, vetted and sanctioned by the Nirman Sahayak of the Gram Panchayat or any competent engineer of the higher tier. The detailed cost estimate of work exceeding the vetting power of the Nirman Sahayak shall have to be sent by the Gram Panchayat to the Panchayat Samiti or the Zilla Parishad for vetting by competent authority, depending on the estimated value of the work.

The estimates are to be revised as per the modifications made, if any, by the concerned engineer subject to budgetary allocation for the work. This sanction shall be known, as the technical sanction to the design and estimate.

6.3. Tender Selection Committee: The Artha-O- Parikalpana Upa Samiti shall act as "Tender Selection Committee" on behalf of the Gram Panchayat.

6.4. Two Stage Bidding Process: In case of works of a special nature which require technical specification calling for prior assessment of technical competence of contractors, a 'two-stage bidding' process shall be used, wherein bids with separate envelopes for technical and for financial proposals are submitted simultaneously for works in order to reduce the time for completion of tendering process. Bid for each tender should be submitted in two envelopes and each of these envelopes should be sealed and put inside into an outer envelope which should be sealed further. In the two-stage process, the inner envelope containing technical proposal shall be opened first and evaluated to determine responsiveness and technical feasibility on the basis of the bidding documents. The other inner envelope containing the financial proposal shall be opened only of such bidders whose technical proposals are found to be responsive and feasible and therefore, financial proposal of such bidding shall be

evaluated and compared. The financial proposals of bidders whose technical proposals are not responsive and feasible shall be returned unopened- this process shall be clearly mentioned in the notice inviting tender.

Table-II
Content of the Bid Envelopes

Envelope	Marked on the envelope	Contents of the cover
Inner Envelope – One	Technical Bid of tender for the works	Technical Bid along with following required document: i. Credential in similar nature of work in a single contract within last three financial years ii. Self-deceleration of having construction machinery depending on the nature of work iii. Labour licence certificate. etc.
Inner Envelope Two	Financial Bid of tender for the Works	Financial Bid, along with Quoted rates.
Outer Envelope	Tender for the works of	All two aforesaid envelopes.

6.5. Norms Related to Tender Process: The notice for inviting tender (**Annex-1**) for works and the formats there of shall be prepared by the Gram Panchayat. A register of Contracts shall also be maintained for the purpose. The norms for inviting Tenders shall be followed under the following guiding principles:

1. The procurement shall be based on comparative rates obtained from several contractors with minimum of three.
2. Request for tender shall indicate detailed descriptions and specification of work as well as proposed date of completion of the work.
3. The tender forms may be dropped in a sealed box kept for that purpose by the Gram Panchayat mentioning the closing date and time for accepting the tender.
4. All tenders received in time shall be opened in presence of attending bidders at the time and place as stated in the notice, by a committee of any two or more

functionaries, members or employees of the Gram Panchayat as may be authorized by the Artha O Parikalpana Upa-Samiti. It is mandatory that Artha O Parikalpana Upa-Samiti shall authorise Executive Assistant, G.P. Secretary (in the event of the post of E.A. remaining vacant) Nirman Sahayak and one Member of Opposition for this purpose.

5. The evaluation of tenders i.e. comparative statement shall be made by the committee authorized by Artha-O-Parikalpana Upa-Samiti as stated above.
6. There shall be no special preference with regard to rate or work related issues to any bidder, such as State owned enterprises, small scale enterprises or enterprises from any other State.
7. No member or employee of a Gram Panchayat shall directly or indirectly participate in bidding process or execution of work as Contractor or Sub-Contractor.
8. There shall be no negotiation of price with the bidders after submission of tenders.
9. A Bidder who submits more than one Bid for one particular work will lead to all such particular bids of his rejected and the Bidder shall be disqualified.
10. Bids shall remain valid for a period of sixty days from the date of the notice issued for the purpose. A bid with a validity period for a shorter period shall be rejected by the Gram Panchayat being non-responsive.
11. Complete records of all procurements made shall be retained up to six years or till the objections of audit or any allegations made by any authority has been settled whichever is later. A register of contracts must be maintained by the Gram Panchayat.
12. The Artha-O-Parikalpana Upa-Samiti may invite any member of the Gram Panchayat, any technical official of the State Government or Gram Panchayat or Panchayat Samiti, as may be deemed necessary for advice and assistance for procurement of any work.

6.6. Similar Nature of Work: The Gram Panchayats need shall analyse the documents submitted by the Contractor as proof of credibility, eligibility or credential at the time of selection of eligible bidder for works contract under general works, sanitary or plumbing works and electrical works.

6.6.1. List for similar nature of work (**Annex-23**) cannot be declared as exhaustive but indicative to guide and help the Gram Panchayat or Artha-O-Parikalpana Upa-Samiti

on behalf of Gram Panchayat to enable them to reach to a decision for selecting potential bidder to execute any work.

6.6.2. The Artha-O-Parikalpana Upa-Samiti on behalf of Gram Panchayat will have the discretion to categorise an application received from a potential contractor in appropriate class at the time of enlistment under General Works, Sanitary or plumbing works and Electrical works. In case, after thorough scrutiny of the credentials, if a contractor's class is downgraded by Artha-O-Parikalpana Upa-Samiti, the same should be intimated to the concerned contractor.

6.6.3. Gram Panchayat may take decision at the time of preparing comparative statement (**Annex-8**) if the total tendered value declared in the tender form for a particular work (works contract or supply of goods, material etc.) under the same serial number of particular NIT is found equal from at least two bidder. In such a situation, the Gram Panchayat will consider the cumulative value of all the credentials submitted by the concerned contractors for the preceding 3 (three) years and award work/supply order to the contractor or supplier whose cumulative value of credentials have been found to be higher.

6.7. Requirement of Credential: Credibility, eligibility or credential whichever term is used in West Bengal Panchayat (Gram Panchayat Accounts, Audit and Budget) Rule 2007 and its amendment, carry significant interpretation in case of (a) judging basic requirements of an individual, firms or company to participate in a tender process (b) past experience and technical expertise for execution of any programme or scheme as credibility of an individual, firms or company to participate in a tender process for works contract.

6.7.1. When an individual, firm or company intends to participate in a tender process for works against any particular programme or scheme should have the following basic requirements:

- a) Valid VAT registration Certificate
- b) PAN with last three years Income Tax Return
- c) Professional Tax Registration Certificate with current challan
- d) Trade Registration Certificate/License from local body

A bidder may also apply for tender without VAT registration certificate. In such situation, appropriate charges may be applicable as per norm

6.7.2. Another kind of credential is needed to participate in a tender process for works contract by an individual, firms or company to produce the required documents to justify past experience in terms of volume (amount) and technical expertise relating to similar nature of work.

6.7.3. Work completion certificate/ past experience certificate is necessary to be submitted by the bidder along with the tender with specific location, date of completion, nature of work and tender amount. The requirement is as follows:-

Table-III
Requirement of Credentials against Estimated Cost

<u>Value of Work</u>	<u>Credential Required</u>
Upto 5.00 lakh	60 %
5.00 lakh to 10.00 lakh	50 %
Above 10.00 lakh	40 %

6.7.4. A screening sheet (**Annex-6**) has to be prepared by GP at the time of checking the credentials offered by the bidders.

6.8. Sale of Tender Documents: The Gram Panchayat shall procure and maintain a stock of blank tender forms (**Annex-4**). It is necessary to assign a printed serial number to such forms, because the forms shall be delivered on realization of cost, total number of forms procured on each occasion shall be kept recorded in a Register of Tender Forms (**Annex-5**).

6.8.1. The Register shall also show against each scheme/ project the names and particulars of the contractor to whom a tender form along with the schedules and other documents as may be applicable for the scheme has been supplied and also the amount realized against the supply of forms. For each scheme/ project, a separate page shall be kept.

6.8.2. On the form itself, a name of the scheme and the amount realized shall be recorded. The procedure shall reveal the number of forms issued with particulars of contractors with respect to each scheme and amount realized for the purpose.

6.8.3. The Secretary of the Gram Panchayat or any other employee authorized by Pradhan shall be entrusted with the job of maintaining the stock of the forms, issuance of the forms and the schedules on realization of cost and maintenance of the register. Since the tender forms with related schedules are priced materials, it is necessary to grant separate receipt in form 5 of the West Bengal Panchayat (Gram Panchayat Accounts, Audit and Budget) Rules, 2007 to the contractor against realization of the cost.

6.8.4. Cost of Tender Forms with schedules and other documents relating to a particular scheme or work shall be determined in a meeting of Artha-O-Parikalpana Upa-Samiti of the Gram Panchayat. The price of tender form may be determined in such a manner that cost of printing of tender documents can be recovered by the sale of tender form.

Table-IV
Price of Tender form depending on Estimated Cost of the Work

Valuation of tender form for several range of estimated cost		
Sl No	Estimated Cost (Rs.)	Value of Tender Form (in Rs.)
1	Upto 2,00,000	250
2	2,00,001 to 5,00,000	500
3	Above 5,00,000	750

6.8.5. The expenditure for procurement of tender forms and for preparation of the schedules and other documents may be met from out of the contingency fund admissible and available for any programme or project as may be deemed appropriate by the Gram Panchayat. The Fund realized on this account shall be treated as the sale proceeds of tender forms and part of own source of revenue of the Gram Panchayat.

Chapter- 7

BIDDING/TENDERING PROCEDURE FOR WORKS



7.1. Opening of Tender: Tenders should be opened in the presence of such intending bidders or their authorized representatives, at the time and place as may be specified by the Gram Panchayat.

7.1.1. The committee authorized by Artha-O-Parikalpana Upa-Samiti should open the envelope marked “Tender” and record in the Register for Tender Received in case the earnest money instrument is found as bond or securities duly pledged in favour of Pradhan of the Gram

Panchayat in order for non-enlisted contractor.

7.1.2. A complete comparative statement of all tenders received in response to notice shall be drawn up by the committee team authorized by Artha-O-Parikalpana Upa-Samiti and signed by the members present.

7.1.3. If the number of quotation/ tender papers received is less than three, the Artha-O-Parikalpana Upa-Samiti shall again invite quotation/ tender in the same manner without opening the quotation/ tender papers already received. On the due date, all the quotation/ tender papers received on both occasions shall be opened for taking a decision. If the total number of quotation/ tender papers even after second invitation remains below three, the Artha-O-Parikalpana Upa-Samiti shall place the entire matter with its views in the next meeting of the Gram Panchayat for a final decision.

7.1.4. If on second occasion also, single quotation/ tender is received, the same may be accepted by the Gram Panchayat in a meeting if the rate is either below or at par with the estimated rate, antecedents of the person submitting quotation/ tender are considered satisfactory or the tender paper is found to be in order. But if the quotation/ tender received on second invitation is not found reasonable and the rate quoted therein is above the scheduled rate, fresh quotation/ tender shall be invited.

7.1.5. Bidder(s) shall be asked to submit rate analysis for items where the quoted rates are either above or below 5% than the estimated cost.

7.2. Earnest Money: A contractor, intending to participate in the tender process shall deposit an earnest money usually amounting to two per cent (2%) of the estimated value of the work rounded off to nearest hundred subject to a maximum of twenty thousand rupees unless otherwise stated in the notice inviting tender and the receipt

number and date of such deposit shall be quoted on the tender paper submitted. Such earnest money shall be deposited in cash or in cheque or Bank Draft drawn in favour of the Gram Panchayat or in Government Bonds or Securities duly pledged in favour of the Pradhan of the Gram Panchayat. Any tender without deposit of the earnest money shall be summarily rejected as invalid. The earnest money of unsuccessful bidders shall be refunded after the comparative statement of tenders is prepared by the Artha-O-Parikalpana Upa-Samiti subject to clearance of the cheque submitted by the bidder. However, the earnest money of the second and third lowest bidder may be retained until the lowest tender executes an contract with the Gram Panchayat. The earnest money of second and third lowest bidder will be returned within seven (7) days from the date of execution of contract. In respect of successful bidders, the earnest money on acceptance of the tenders shall be converted as a part of security deposit.

The Security Deposit shall amount to ten percent (10%) of the total value of the work as quoted by him/her. The balance amount in excess of earnest money has to be deposited, on execution of contract in a similar manner for deposit of earnest money. If Gram Panchayat seems that balance amount may be recovered from the progressive bills, it has to be mentioned in the contract.

All records on receipt of earnest money to be entered in a specified register (**Annex-7**) by the Gram Panchayats Secretary at the time of earnest money receive.

7.3. Acceptance / Rejection of Tender:

1. Sealed tender shall be submitted generally in a box earmarked for this purpose and kept under the custody of the Pradhan or any authorized employee.
2. Item-wise rates in the tender may be recorded in figures only but the total amount should be both in figures and in words.
3. Corrections if any, made and authenticated by the bidder in each tender shall be serially numbered and initialed. The employee, who opens the tender, will note down the number of authenticated corrections on the tender paper itself. If there are unauthenticated corrections, that corrections shall also be noted in the tender paper.
4. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of the Artha-O-Parikalpana Upa-Samiti there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern, and the unit rate will be corrected accordingly.
5. All tenders received within stipulated time shall be opened in presence of attending bidders or their authorized representatives of such bidders at the time

and place as specified in notice inviting tender. Any member of Artha-O-Parikalpana Upa-Samiti may also remain present during opening of the tenders.

6. Details of tenders received shall be entered in the **Register of Tender Forms (Annex-5)**.
7. Immediately after opening of the tender, a comparative statement shall be prepared by the Nirman Sahayak of Gram Panchayat. On preparation of the comparative statement, it will be signed by the member and the contractor or their authorized representative present. Thereafter it shall be placed before the Artha-O-Parikalpana Upa-Samiti for decision.
8. If the number of tender papers received is less than three, it shall again invite tender in the same manner without opening of tender papers already received; on the due date, and all the tender papers received on both occasions shall be opened for taking a decision. If the total number of tender papers even after second invitation is below three but quoted rates are below or at per of the estimated cost, the Artha-O-Parikalpana Upa-Samiti shall place the entire matter with its views in the general body meeting of the Gram Panchayat for a final decision. But if the tender received on second invitation is not found reasonable and the rate quoted therein is above the scheduled rate, fresh tender shall be invited.
9. The Artha-O-Parikalpana Upa-Samiti shall reserve the right to reject any tender in consideration of the specifications or quality of the work, antecedents of the person or the firm concerned or for any other reason after recording the ground for such rejection as also recording any dissenting opinion of a member or an invitee attending the meeting; in case the tender so rejected is the lowest tender, the matter shall be placed in the next meeting of the Gram Panchayat for taking final decision in this behalf.

7.4. Completion of Procurement Process:

7.4.1. The Gram Panchayat shall complete the process of procurement culminating in the issue of work order (**Annex-12**) from the date of publication of notice within a period of sixty days. During this period, a bidder shall be bound by the rates quoted by him/her and shall for no reason whatsoever demand any change of rate or any other terms and conditions as recorded by the bidder. In case of deviation in this regard, earnest money or security deposit as applicable may be forfeited.

7.4.2. All work orders, after acceptance of a tender, shall be issued under the signature of the Pradhan or any official authorized by him/her in this behalf. The said official shall sign such orders after being satisfied that all formalities including deposit of earnest money have been completed and required tax clearance certificates have been

furnished by the bidder, or if not furnished, the reason or reasons for non-submission have been explained and the explanations are acceptable.

7.5. Execution of Contract and Security Deposit:

7.5.1. The successful bidder shall be required to execute a **Formal Contract (Annex-11)** within seven days from the date of receipt of the **Letter of Acceptance (Annex-10)** of his/her tender failing which his/her tender shall be liable to be rejected and his/her earnest money may be forfeited. On execution of such contract, he/she shall be required to deposit, in one or more installments as may be specified in the contract, security money of such amount which together with the earnest money already deposited, shall amount to ten per cent of the total value of the work as quoted by bidder.

7.5.2. The Gram Panchayat may, on incorporating an appropriate clause in the contract to be entered into, collect such security deposit in a number of installments on making deductions of such per cent from every running payment made to the contractor on account of work done under the contract when the final deduction shall be made in such manner as to make the total amount of deductions together with the earnest money held a corpus of the security deposit of ten per cent of the value of work done. The stamp paper for execution of contract shall be purchased by the Gram Panchayat, the value of which will uniformly is rupees ten only.

7.6. Release of Security Deposit and Recoveries:

7.6.1. The security deposit of a contractor, comprised wholly of earnest money retained after the acceptance of his/her tender or of percentage deductions from subsequent bills for work done or partly of the earnest money and partly of the percentage deductions from bills, shall not be refunded till expiry of three months after payment of the final bill of the related work. If during this three months any complain is received or any irregularities is detected the security deposit shall be kept withheld until complain is settled or the irregularities is resolved. In case of construction works related to black top or concrete roads, buildings and culverts etc., the period of expiry will get extended up to six month being treated as warranty period.

7.6.2. When recoveries if any, are due from the contractor, the same should be realised from the money due to the contractor either from the same work or from any other work or from the Security Deposit.

7.6.3. A register (**Annex-14**) to be maintained by Gram Panchayat to keep records on deduction and release of security deposits as per contract

7.7. Execution of Work without Delay and Compensation in Case of Delay:

7.7.1. After execution of contract, the contractor shall be made acquainted with the site, alignment and other specifications of the work as early as possible within seven

days by the Nirman Sahayak or any other authorized functionary of the Gram Panchayat for immediate commencement of the work;

7.7.2. The time limit for execution of work, as specified in the contract entered into thereon, shall be observed by the contractor and shall be calculated from the date on which the site and alignment is shown to the contractor. If the contractor fails to commence or execute the work within the stipulated period or the work so far executed is not of the quality agreed upon, the contractor shall be liable to pay penalty not exceeding one percent of the value of work for each day of delay in execution of works as agreed upon which will be recovered from the work bill or security money or both in realization of such penalty and if there is any additional amount due on this account that shall be realised from the contractor concerned through due process of law;

7.7.3. The specific amount of penalty for each day of such delay shall be determined by the Artha-O-Parikalpana Upa-Samiti after giving an opportunity of being heard to the contractor; if dissatisfied he/she may prefer an appeal with the Gram Panchayat within fifteen days from the date of communication of the decision of such Upa-Samiti; the Gram Panchayat shall take a decision in its next General Body Meeting with this item in the agenda and its decision shall be final and binding;

7.7.4. Notwithstanding anything contained in the provisions under preceding sub-para 7.7.2 & 7.7.3, the Artha-O-Parikalpana Upa-Samiti may propose to waive the penalty partially or totally, if the contractor can establish that the delay occurred due to circumstances/events beyond his control (Force Majeure); The proposal (**Annex-17**) shall be referred to the Gram Panchayat and its decision shall be final.

7.7.5. In case of inordinate delay, as mentioned in the contract, the contract made with such contractor may be annulled and after that second lowest bidder shall be offered an opportunity to execute the work at the rate offered by the second lowest bidder

7.7.6. If the second lowest bidder does not agree to undertake the work, a fresh tender process shall be initiated.

7.8. Completion Certificate for Works Contract: As per declaration of Nirman Sahayak, a Completion Certificate (**Annex-21**) should be issued by the Gram Panchayat to the contractor after recovery of security deposit

Chapter- 8

PROCUREMENT PROCEDURES FOR MATERIALS, GOODS AND EQUIPMENT



For Procurement of goods, materials and equipment, (hereinafter collectively referred to as materials) a Gram Panchayat shall issue a quotation/ tender notice specifying the materials, its qualitative standard, quantity and the last date and hour for submission of the quotation/ tender and also the place, date and hour when the quotations/ tenders shall be opened in presence of attending bidders. Copies of the notice shall be hung up in the Gram Panchayat notice board and in other

places as prescribed in the rules.

8.1. Procedures for Invitation of Quotations and Tenders for Materials:

8.1.1. For values up to Rs.2,000/-: When the estimated value of materials is not more than rupees two thousand, it is not compulsory to invite quotation or tender although in certain cases depending on nature of the articles or the estimated value involved, the Artha-O-Parikalpana Upa-Samiti may consider it necessary before purchase to obtain quotations or spot quotation from a few reputed firm or from community groups (SHG) or from open market to ascertain the rates prevalent in the market at the material time.

8.1.2. For values more than Rs.2,000/- and up to Rs.20,000/-: When the estimated quantity of the materials to be procured involves an estimated value exceeding rupees two thousand but does not exceed rupees twenty thousand, quotations shall be invited from at least three reputed traders or firms by publishing a notice giving at least seven days' time and copies of notice shall be displayed in the notice board of the office of the Gram Panchayat and the Panchayat Samiti having jurisdiction.

8.1.3. For values exceeding Rs. 20,000/- and up to Rs. 1,00,000/-: When the estimated amount for the materials to be procured exceeds rupees twenty thousand but does not exceed rupees one lakh, sealed tenders shall be invited on behalf of the Artha-O-Parikalpana Upa-Samiti from the firms and establishments generally known to deal in the materials , goods and equipment to be so purchased by publishing a notice giving at least seven days' time and copies of notice shall be displayed in the notice board of the office of the Gram Panchayat and the Panchayat Samiti having jurisdiction as well as in display board of the rural library and the Tathya Mitra Kendra within the area of the Gram Panchayat as may be available.

8.1.4. For values more than Rs. 1,00,000/- and does not exceed Rs. 5,00,000/-:

The tendering for the materials to be procured whose estimated value is above rupees one lakh, but not exceeding rupees five lakh, sealed tenders shall be invited on behalf of the Artha-O-Parikalpana Upa Samiti by publishing a notice giving at least fifteen days' time from the firms and establishments generally known to deal in the materials to be so purchased and such notice shall be displayed in the notice board of the office of the Gram Panchayat, the Panchayat Samiti and the Sub – Divisional Officer having jurisdiction as well as in display board of the rural library and Tathya Mitra Kendra within the area of the Gram Panchayat, as may be available.

8.1.5. For value exceeding Rs. 5,00,000/-: If the estimated value for the materials to be procured exceeds rupees five lakh, by a notice giving at least fifteen days' time openly inviting tenders in sealed cover shall be published in at least one local newspaper widely circulated in the area concerned along with the website of the District Magistrate mandatorily. In addition, the tender notices shall be displayed prominently in the notice board of the Office of the Gram Panchayat, the Panchayat Samiti and the Sub – Divisional Officer having jurisdiction as well as in display board of the rural library and Tathya Mitra Kendra within the area of Gram Panchayat, as may be available.

Table - V**Summarization of the Procurement Procedures for Materials, Goods and Equipment**

Value of procurement	Manner of procurement	Publication of NIT	Notice period
Up to Rs 2,000	Not necessary to invite any Quotation or Tender	Not required	Not required
Exceeds Rs. 2,000 and up to Rs.20,000	Inviting Quotation	Notice board of the office of the Gram Panchayat	At least 7 days
Exceeds Rs. 20,000 and up to Rs.1,00,000	Inviting Tender	Notice board of the office of the Gram Panchayat, Panchayat Samiti, Rural library and Tathya Mitra Kendra within the area of that Gram Panchayat.	At least 7 days
Exceeds Rs. 1,00,000 and up to Rs.5,00,000	Inviting Tender	Notice board of the office of the Gram Panchayat, Panchayat Samiti, Sub-division Office, Rural library and Tathya Mitra Kendra	At least 15 days

Value of procurement	Manner of procurement	Publication of NIT	Notice period
		within the area of that Gram Panchayat.	
Above Rs.5,00,000	Inviting Tender	Notice board of the office of the Gram Panchayat, Panchayat Samiti, Sub-division Office, Rural library, published in at least one local newspaper widely circulated in the area concerned and Tathya Mitra Kendra within the area of that Gram Panchayat along with the Website of the District Magistrate.	At least 15 days

Chapter- 9

PRE-TENDERING STAGE FOR MATERIALS



9.1. Preparation of Estimates: Upon approval of the Artha-o-Parikalpana Upa-Samiti of Gram Panchayat, Nirman Sahayak will prepare detailed estimates on the basis of the requirement of material and cost thereof based on latest available schedule of rates of P & RD or PWD schedule. In case of non-scheduled items, local market rates should be considered by averaging the rate of at least three quotations obtained from the local market. Considering the average rate of the material, Gram Panchayat should arrive at the unit-wise rate for the concerned item. Preparation of rate for

non-scheduled items should be done prior to publication of NIT. Other procedure will remain the same as followed during materials contract.

9.2. Assessment of Requirement: The requirement of materials, their quality or specification, place of supply and any other particulars relating to purchase shall be assessed by the Shilpo-O-Parikatham Upa-Samiti or any other Upa-Samiti. Such requirements and other particular shall then be forwarded to The Artha-O-Parikalpana Upa Samiti for actual purchase.

9.3. Quotation/ Tender Selection Committee: The Artha-O-Parikalpana Upa Samiti shall act as Quotation/ Tender Selection Committee on behalf of the Gram Panchayat.

9.4. Norms Related to Procurement of Materials: The notice for inviting tender (**Annex-2**) and other documents, if any shall be prepared by the Gram Panchayat. In case of quotation only notice shall be prepared. A register for tender form, shall also be maintained for the purpose. The following norms for inviting quotation/ tenders shall be observed.

1. The procurement shall be based on comparing rates obtained from several suppliers with minimum of three.
2. Request for quotation/ tender shall indicate detailed descriptions and specification of materials as well as date and place of supply of the material.
3. Quotation shall be submitted in a sealed cover by hand or by courier or by postal system as may be feasible.

4. The tender forms may be dropped in a sealed box kept for that purpose by the Gram Panchayat mentioning the closing date and time for accepting the tender.
5. All tenders received in time shall be opened in presence of attending bidders at the time and place as stated in the notice, by a team of any two or more functionaries, members or employees of the Gram Panchayat as may be authorized by the Artha O Parikalpana Upa-Samiti. It is mandatory that Artha O Parikalpana Upa-Samiti shall authorise Executive Assistant, G.P. Secretary (in the event of the post of E.A. remaining vacant) Nirman Sahayak and one elected member (other than Gram Panchayat Pradhan) for this purpose.
6. There shall be no special preference in regard price or purchase to any bidder, such as State owned enterprises, small scale enterprises or enterprises from any other State.
7. There shall be no negotiation of price with the bidders after submission of quotation/ tenders.
8. A bidder who submits more than one bid for one particular supply will cause all such particular bids rejected.
9. Bids shall remain valid for a period of sixty days from the date of the notice issued for the purpose. A bid claims to be valid for a shorter period shall be rejected by the Gram Panchayat as non-responsive.
10. Complete records of all procurements made shall be retained up to six years or till the objections of audit or any allegations made by any authority has been settled whichever is later.
11. The Upa-Samiti may invite any member of the Gram Panchayat, any technical official of the State Government or the Gram Panchayat or the Panchayat Samiti, as may be deemed necessary for advice and assistance for procurement of any material.

9.5. Sale of Tender Documents:

9.5.1. The Gram Panchayat shall procure and maintain a stock of blank tender forms (**Annex-4**). It is necessary to assign a printed serial number to such forms, because the forms shall be delivered on realization of cost, total number of forms procured on each occasion shall be kept recorded in a Register of Tender Forms (**Annex- 5**).

9.5.2. The Register shall also show against each supply the names and particulars of the bidder to whom a tender form along with other documents as may be applicable

for the supply has been issued and also the amount realized against the issue of such of forms. For each occasion, a separate page shall be kept.

9.5.3. On the form itself, a name of the Project/ scheme and the amount realized shall be recorded. The procedure shall reveal the number of forms issued with particulars of contractors with respect to each scheme and amount realized for the purpose.

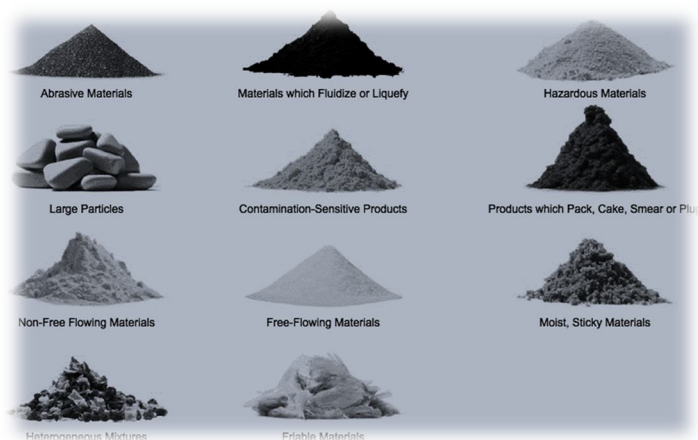
9.5.4. The Secretary of the Gram Panchayat or any other employee authorized by it shall be entrusted with the job of maintaining the stock of the forms, issuance of the forms and the schedules on realization of cost and maintenance of the register. Since the tender forms with related schedules are priced materials, it is necessary to grant separate receipt in form 5 of the West Bengal Panchayat (Gram Panchayat Accounts, Audit and Budget) Rules, 2007 to the supplier against realization of the cost.

9.5.5. Cost of tender forms with other documents relating to a particular supply shall be determined in a meeting of Artha-O-Parikalpana Upa-Samiti of the Gram Panchayat.

9.5.6. The expenditure for procurement of tender forms and for preparation of other documents may be met from out of the contingency fund admissible and available for any Programme or scheme as may be deemed appropriate by the Gram Panchayat. The Fund realized on this account shall be treated as the sale proceeds of tender forms and part of own source of revenue of the Gram Panchayat.

Chapter- 10

BIDDING/TENDERING PROCEDURE FOR MATERIALS



10.1. Opening of Quotation/ Tender: quotation/ tenders should be opened in the presence of such intending bidders or their authorized representatives at the time and place as may be specified by the Gram Panchayat.

10.1.1. The committee authorized by Artha-O-Parikalpana Upa-Samiti should

open the envelope marked “Quotation” or “Tender” as the case may be. In case of tender, if earnest money is not found in order, the bid should be rejected and earnest money, if any, shall be returned to the bidder on the same day if he/she is present, otherwise he/she can collect it at a later date.

10.1.2. A complete comparative statement (**Annex-9**) of all quotation/ tenders received in response to notice shall be drawn up by the committee authorized by Artha-O-Parikalpana Upa-Samiti with the help of Nirman Sahayak and signed by the members present and also by the attending persons submitting quotation/ tender.

10.1.3. A Screening Sheet (**Annex-6**) to be prepared by GP at the time of checking the credentials offered by the bidders.

10.2. Earnest Money: A supplier, intending to participate in the tender process shall deposit an earnest money amounting to two per cent of the estimated value of the materials to be supplied rounded off to nearest hundred subject to a maximum of twenty thousand rupees unless otherwise stated in the notice inviting tender. Such earnest money shall be deposited in cash or in cheque or bank draft drawn in favour of the Gram Panchayat or in Government Bonds or Securities duly pledged in favour of the Pradhan of the Gram Panchayat.

In case of cash, cheque or draft, proper receipts in Form 5 shall be issued and it shall be recorded in the relevant books of accounts and in case of instruments to be pledged, all particulars shall be recorded separately in a register maintained for this purpose.

Any bid if not accompanied with earnest money deposit shall be summarily rejected. The earnest money of all unsuccessful bidders shall be refunded after the comparative statement of tenders is prepared by the Artha-O-Parikalpana Upa-Samiti subject to

realization of the cheque submitted by the bidder. However, the earnest money of the second and third lowest bidder may be retained until the lowest tender executes a contract with the Gram Panchayat. The contract shall be required to be executed only when the supply value exceeds rupees one lakh. The earnest money of second and third lowest bidder will be returned within seven (7) days from the date of execution of contract.

A register (**Annex-7**) to be maintained by Gram Panchayat for keeping records of Earnest Money deposit and refund or adjustment.

10.3. Acceptance / Rejection of Quotation/ Tender:

1. Item-wise rates in figures and the total amount both in figures and in words should be recorded in the quotation/ tender paper.
2. Corrections if any made and authenticated by the person submitting quotation/ tender in each quotation/ tender shall be serially numbered and initialed. The employee, who opens the tender, will note down the number of authenticated corrections on the tender paper itself. If there are unauthenticated corrections, those corrections shall not be accepted and such quotation/ tender paper may be rejected.
3. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Artha-O-Parikalpana Upa-Samiti there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern, and the unit rate will be corrected accordingly.
4. All quotation/ tenders received in time shall be opened in presence of attending persons submitting quotation/ tenders or their authorized representatives at the time and place as specified. Any member of Artha-O-Parikalpana Upa-Samiti may also remain present during opening of the quotations/ tenders.
5. Immediately after opening of the quotation/ tender, a comparative statement shall be prepared by the Nirman Sahayak of Gram Panchayat. On preparation of the comparative statement the member shall sign it and the persons submit quotation/ tender or their authorized representatives present. Thereafter it shall be placed before the Artha-O-Parikalpana Upa-Samiti for decision.
6. If the number of quotation/ tender papers received is less than three, the Artha-O-Parikalpana Upa-Samiti shall again invite quotation/ tender in the same manner without opening the quotation/ tender papers already received. On the due date, all the quotation/ tender papers received on both occasions shall be opened for taking a decision. If the total number of quotation/ tender papers

even after second invitation remains below three, the Artho-O-Parikalpana Upa-Samiti shall place the entire matter with its views in the next meeting of the Gram Panchayat for a final decision.

7. If on second occasion also, single quotation/ tender is received, the Gram Panchayat in a meeting may accept the same if the rate is either below or at par with the estimated rate, antecedents of the person submitting quotation/ tender are considered satisfactory or the tender paper is found in order. But if the quotation/ tender received on second invitation is not found reasonable and the rate quoted therein is above the scheduled rate, fresh quotation/ tender shall be invited.
8. The Artha-O-Parikalpana Upa-Samiti shall reserve the right to reject any quotation/ tender in consideration of the specifications or quality of the materials, antecedents of the person or the firm concerned or for any other reason after recording the ground for such rejection as also recording any dissenting opinion of a member or an invitee attending the meeting; in case the quotation/ tender so rejected is the lowest tender, the matter shall be placed in the next meeting of the Gram Panchayat for taking final decision in this behalf.

10.4. Completion of Procurement Process:

10.4.1. The Gram Panchayat shall complete the process of procurement culminating into the issue of supply order (**Annex-12**) from the date of publication of notice within a period of sixty days. During this period a person submitting quotation/ tender shall be bound by the rates quoted by him and shall for no reason whatsoever demand for any change of rate or any other terms and conditions as recorded in the quotation/ tender paper.

10.4.2. All Supply Orders after acceptance of a quotation/ tender, shall be issued under the signature of the Pradhan or any official authorized by him in this behalf. The Pradhan or the said official shall sign such orders after being satisfied that all formalities are completed.

10.5. Execution of Contract: The Gram Panchayat shall be required to execute a formal contract (**Annex-11**) with the successful bidder wherein the description, specification, quantity and date of completion of delivery of the materials etc. shall be mentioned in duplicate within seven days from the date of receipt of the **Letter of Acceptance (Annex-10)** of his tender, failing which his tender shall be liable to be rejected and his earnest money may be forfeited.

10.6. Execution of Supply without Delay and Compensation in Case of Delay:

10.6.1. After proper explanation for the delay of construction Gram Panchayat should issue a letter of approval (**Annex-17**) for extension of time. If the supplier fails to supply the article or material within the stipulated time period, the Gram Panchayat should

issue a show cause letter (**Annex-19**) to the selected bidder before taking the final action.

10.6.2. The time limit for supply of articles or materials, as specified in the supply order or the contract entered into thereon, shall be observed by the supplier and shall be calculated from the date on which the supply order is placed or the contract is signed. Gram Panchayat should issue a proforma for intimation to the contractor regarding levy of compensation (**Annex-18**) if the supplier fails to supply the articles or materials within the stipulated period in connection with a work, the supplier shall be liable to pay penalty not exceeding one percent of the tendered value for each day of delay in supply of material as agreed upon which will be recovered from the security deposit in realization of such penalty and if there is any additional amount due on this account, that shall be recovered from the supplier concerned with due process of law. The specific amount of penalty for each day of such delay shall be determined by the Artha-O-Parikalpana Upa-Samiti after giving an opportunity of being heard to the supplier, who may prefer an appeal to the Gram Panchayat within fifteen days from the date of communication of the decision of such Upa-Samiti and its decision shall be final and binding.

10.6.3. In addition to imposition of penalty, the contract executed with such supplier may be terminated (**Annex-20**) if the delay in supply of materials goes beyond 30 days from the date of supply order, and after that second lowest bidder shall be offered an opportunity to provide articles or materials and to enter into a contract with the Gram Panchayat at the rate offered by the particular bidder, under same terms and conditions.

10.7. Completion Certificate for Supply Contract- A Completion Certificate (**Annex-22**) should be issued by Gram Panchayat as per declaration by Nirman Sahayak after pronouncement of GUS /Beneficiary Committee/Supervision Committee for deposition the materials at field level.

Chapter- 11

PROCUREMENT OF SERVICES



11.1. Procurement of Services: Gram Panchayat may require services of agencies for maintenance and utilization of assets (e.g. Maintenance of Computer Systems, Fax, Copier, Engagement of Tax Consultants etc.) or systems under the control and management of Gram Panchayat and may select such agencies through following norms:-

- Gram Panchayat will prepare and circulate a notice (**Annex-3**) specifying the nature of services required in order to cater the need of maintaining assets in its possession. The notice must contain expertise and eligibility criteria of the firm/individual for the nature of services required subject to fulfillment of the following basic requirements and invite competent individual / firm to respond offer their rates through submission of quotation (depending upon the nature of services required and/or whether individual/firm being hired):
 - a) Valid VAT registration Certificate
 - b) PAN with last three years Income Tax Return
 - c) Professional Tax Registration Certificate with current challan
 - d) Trade Registration Certificate/License from local body
- Gram Panchayat will ensure that at least three quotations are received prior to proceed with further formalities and compare the rates to arrive at the eligible service provider and get the same approved by Artha-o-Parikalpana Upa Samiti Meeting before awarding service contract.
- If service / maintenance contract is awarded inclusive of necessary spare parts, then appropriate STDS and ITDS would be applicable for deduction. In case of a contract without spare parts, only ITDS would be applicable for deduction.
- Gram Panchayat should also ensure that each valid quotation is submitted inclusive of service tax (at the prevalent rate) along with the rate quoted for providing the services.
- Gram Panchayat will follow the same procedure followed for billing and payment in the event of Materials Contract.

Chapter 12

MEASUREMENT BOOK - A BRIEF DESCRIPTION



12.1. Importance of Measurement Book (MB):-

Payment of contractor and suppliers for work done or materials supplied are made on the basis of measurement recorded in a measurement book. So, the measurement book is the basis of all accounts of quantities and rates of works executed by the contractor. It is so written that the details of the transaction are readily available with the accounts section. The

book is considered as very important book of records and requires to be written accurately as these may have to be produced as evidence in a court of law and produced before audit. So the Nirman Sahyak should have a thorough knowledge regarding the procedure of recording measurement and preparation of bill from the measurement book.

12.2. Maintenance of Measurements Book (MB): The measurement of works is recorded by the Nirman Sahyak in measurement book, which shall be issued by the Pradhan. A measurement book register is maintained by the GP Executive Assistant. When a new MB is issued, the MB number is serially noted in the register and written on the MB. After the MB has been issued, this is noted in the register and signed by the incumbent to whom it has been issued.

Instruction in recording measurement: Each set of measurement should be recorded with the following entries:-

1. In case of bill for work done:-
2. Full name of the works (As given in the contract)
3. Details of work site
4. Name of contractor
5. Number and date of contract
6. Date of written order to commence work
7. Date of actual completion of works (in case the work is not completed, then state the work" running)"
8. Date of recording measurement
9. Reference the previous measurement (for running account bill viz. RA 1, RA 2 etc.)

All the above columns are printed in the measurements book, but these are to be filled up by the person recording the measurement. In the case of different works to be written in the different M.B. the above columns should be written in ink and these filled up similarly and stated above. No entry for cost of photograph/display board should be made in the M.B.

- 12.3 Quality Assurance:** Quality assurance encompasses all the measures that are necessary to achieve the quality of a product especially for civil engineering construction, it implies that there are standards of construction for all works, which must be achieved. Knowledge /consciousness about quality is therefore the first prerequisite of quality assurance.

Bureau of Indian standard (BIS) has extensively covered various aspect of civil engineering construction which must be followed for quality assurance. To start with specification covering material and workmanship should be clearly drawn and laid down as per BIS codes/IRC standardization drawing should support the specification in the form of notes, sketches etc.

In the Quality Control system of the Gram Panchayat, the Nirman Sahayak or Field Engineers-in-charge of execution have to adopt the relevant Quality Control measures to ensure the desired quality of work.

Chapter- 13

PAYMENT TO CONTRACTORS



13.1. Procedure of Payment:

13.1.1. The Gram Panchayat shall make no part payment for works or supplies, valued at less than rupees twenty thousand.

13.1.2. Any payment from the Gram Panchayat Fund shall be made against a valid

bill or claim showing details of such claims. If such bill or claim is found on scrutiny to be genuine and in order by the Nirman Sahayak in case of programme or scheme and by the Secretary in other cases, he/she shall place the bill or claim to the Executive Assistant with his/her observation to the effect that the claim is checked and found genuine and in order and may be paid.

13.1.3. In case of works or supplies valued at more than Rs.20,000/- (Rupees twenty thousand only), the supplier/ contractor shall, on submitting a **Running Bill (Annex-16)** therefore be entitled to receive a running payment proportionate to the supply/ work so far executed. Running bills to be submitted by the Contractor/Supplier in such a manner according to the norms as stated below:

Table-VI

Summarization of number of Running Account Bill as per quoted value of Supply / Works Contract

Total quoted value of Supply/Work	Maximum Number of R/A bill
20,000/- to less than 1,00,000/-	0
1,00,000/- to less than 5,00,000/-	1
5,00,000/- and above	2

13.1.4. Final payment for works or supplies costing more than Rs. 5 (five) lakh should be made within four weeks and for other works or supplies within three weeks following the date of submission of the **Final Bill (Annex-15)** after satisfactory verification of all related records and papers.

13.1.5. No payment shall be made by the Gram Panchayat without recording in the Durable Stock Register, Programme Register, Scheme Register, Stores

Account Register, Register of Immovable Properties as Register of Stationary Articles as the case may be as per West Bengal Panchayat (Gram Panchayat Accounts, Audit and Budget) Rules, 2007. At the time of payment there shall be a certificate by the concerned employee of the Gram Panchayat to that effect on the body of each bill.

- 13.1.6.** Payment shall be made against a signed receipt obtained from the recipient either on the body of the bill or in a separate format, affixing the requisite revenue stamp whenever necessary. The cost of the revenue stamp shall be borne by the recipient. All vouchers shall be stamped "Paid and Cancelled" and signed by the Pradhan immediately after payment.
- 13.1.7.** If the recipient is illiterate, he may affix his/her left thumb impression on the receipt, which shall be attested and witnessed by a person known, both to the recipient and the Pradhan.
- 13.1.8.** All payments made in cash shall be made through the Muster Roll for Payment of Wages to the Workers in prescribed form. Muster Roll shall be maintained chronologically indicating the year of its use. Payment for materials supply or compact work may also be made against Bill, which shall contain full details of the claim and an acknowledgement of receipt of money from the payee shall be received and preserved as voucher.
- 13.1.9.** Before the work is declared as completed in all respects by Nirman Sahayak of the Gram Panchayat after final measurement and final payment is released to the contractor in respect of the works above Rs. 1 (One) lakh, it should be inspected by the Pradhan, Upa Pradhan, Sanchalak of the concerned Upa Samiti or the Executive Assistant and a photograph or a series of photographs of such complete work should be attached in each final bill by the contractor for verification at any stage. No final payment shall be released without such photographs.
- 13.1.10.** The Pradhan, Upa Pradhan, Sanchalak of the concerned Upa Samiti or the Executive Assistant of the Gram Panchayat shall also record the following certificates:

"I/ We have inspected the work of (Name of work)..... Contract, value of which is Rs..... Vide Contract No.dated..... As a result of this inspection and my/our previous inspections, I/We find that the work has been carried out generally as per specifications and has been completed satisfactorily. There is no noticeable defect except for the following:

- 1.
- 2.
- 3.

Signature(s) with date and
Designation

13.1.11. The above certificate is required to be recorded within a period of 15 days from the date of completion of the work. This certificate, however, will in no way reduce the responsibility of the Pradhan, Upa Pradhan, Sanchalak of the concerned Upa-Samiti or the Executive Assistant of the Gram Panchayat for due checks of the work and the bill as required by the West Bengal Panchayat (Gram Panchayat Accounts, Audit and Budget) Rules, 2007.

13.1.12. The defects identified should be rectified by the contractor at his/her own cost and peril, action for which should be taken in terms of the contract.

13.1.13. Payment against supplier's bills shall be made through Account Payee Cheque. However, payment against such bills may be made in cash when the sum payable is less than rupees five hundred; when such sum is rupees five hundred or more but less than rupees two thousand, payment shall be made through a cheque, not necessarily an account payee Cheque; when such amount is rupees two thousand or more, the payment in all circumstances shall be made through an Account Payee Cheque.

13.1.14. The Register of Contracts (**Annex-13**) should be initiated as soon as selection of bidder is complete for any particular work and must be completed at the time of final payment made.

13.2. Deduction of Taxes at Source:

Under the relevant provisions of the Income Tax Act, 1961 and/or under the West Bengal Value Added Tax Act, 2003, the Income Tax or Sales Taxes deduction at such rate as may be applicable for the time being in force is required to be made at source by the Pradhan from payments made to contractors. Such amount deducted shall be deposited in favour of the authority concerned within the stipulated date by mentioning all particulars including TAN and PAN applicable in this regard. The contractor concerned shall be issued with a certificate in respect of the deduction made.

13.2.1. Process Related to STDS:

- a) Whatsoever the bill amount submitted by the contractor for works contract, STDS will be deducted at source as may be applicable for the time being in force. No STDS will be deducted for supply of goods/materials/equipment etc.
- b) Event of sales tax deduction made in any days of the month by the Gram Panchayat will be deposited within 10th day of next month in favour of the authority through Bank/Treasury.
- c) Online Sales Tax return in form 19A shall be submitted by the Gram Panchayat mentioning all particulars including STDS enrolment number, to prescribed authority within 20 days from end of the month. Even in case no STDS is deducted in a particular month, a NIL return is to be submitted within due date.

- d) Certificate in form 18A is to be issued in favour of the concerned contractor by the Gram Panchayat within 25 days from end of the month.
- e) Hard copy of the challans and bill has to be deposited to STDS Cell after the return has been submitted.

13.2.2. Process Related to ITDS:

- a) ITDS will be deducted at source by the Gram Panchayat upon certain limit on a single bill or total amount for bunch of bills throughout a financial year of each contractor as may be applicable for the time being in force by prescribed authority for works contract only. No ITDS will be made by the Gram Panchayat for supply of goods/materials/equipment etc.
- b) After deduction of ITDS in any days of the month by the Gram Panchayat will be deposited in challan 281 at Bank/Treasury within 7 days of the following month. The Gram Panchayat has to obtain TAN in this regard.
- c) Online ITDS return in form 26Q will be submitted by the Gram Panchayat on quarterly basis to the prescribed authority.
- d) Certificate in form 16A will be issued to the concerned contractor for every quarter.

13.2.3. Process related to the deduction of Labour Cess

- a) Labour Cess to be deducted from the contractors' bill from time to time.
- b) No payment for any construction work will be made without deduction of the Cess at the prevalent rate.
- c) Deduction of cess shall be included in the estimate for the construction work. A relevant clause for deduction of cess shall be included in tender document also.
- d) The Cess so deducted from the contractor's bill shall be remitted by crossed cheque or demand draft along with Challan drawn in favour of the prescribed authority positively within 30 days of such deduction

Chapter-14

PROCUREMENT CHECKLIST FOR SUPPLY OF GOODS/MATERIAL OR EQUIPMENT AND WORKS CONTRACT



14.1. Procurement Checklist for Supply of Goods/Materials or Equipment:

Gram Panchayat will keep separate cover file to track every steps of procurement event for each individual project/scheme though Gram Panchayat maintains various registers and relevant documents during different phases of procurement, Gram Panchayat will keep the following documents mentioned in

Table No VII for supply of Goods, Material or Equipment.

Table-VII
List of Documents to be preserved in the File for Supply Order

SI No	Documents to be preserved in the file
01	Copy of appropriate page for the particular scheme from Integrated Plan/Action Plan for which supply is made.
02	Copy of concerned Upa-Samiti meeting minutes for procurement of goods/material
03	Copy of Artha-O-Parikalpana Upa-Samiti meeting minutes for approval of the same
04	Estimate along with drawing (if applicable) vetted by the competent authority
05	Received Copy of NIT/NIQ from appropriate end depending upon the estimated amount of the goods/material/equipment along with advertisement of widely circulated local News Paper if applicable.
06	Proof against Earnest Money
07	Comparative Statement along with the relevant tender documents.
08	Copy of Artha-O-Parikalpana Upa-Samiti meeting minutes regarding approval of comparative statement.
09	Letter of Acceptance
10	Copy of Contract wherever applicable
11	Letter of Supply order
12	Copy of challan for material/goods/equipment etc.
13	Copy of Stock entry certification duly signed by authorized GP employee on body of Challan and Bill

SI No	Documents to be preserved in the file
14	If the works involved any land, necessary documents viz. registered deed, records etc
15	Copy of relevant pages of measurement book duly signed by the Nirman Sahayak
16	Photographs taken before initiation of the work, at half way stage and after completion along with permanent display board
17	Relevant documents of ESMF compliance to be kept if applicable to the particular scheme.
18	Copy of Muster Roll
19	Completion Certificate
20	Copy of payment voucher with details
21	Completion Certificate

14.2. Procurement Checklist for Works Contract:

Gram Panchayat will keep separate cover file to track every steps of procurement event for each individual project/scheme though Gram Panchayat maintains various registers and relevant documents during different phases of procurement. Gram Panchayat will keep the following documents mentioned in Table No VIII for Works Contract.

Table-VIII
List of Documents to be preserved in the File for Works Contract

SI No	Documents to be preserved in the file
01	Copy of appropriate page for the particular scheme from Integrated Plan/Action Plan
02	Copy of concerned Upa-Samiti meeting minutes for prioritization of the scheme
03	Copy of Artha-O-Parikalpana Upa-Samiti meeting minutes for approval of scheme
04	Estimate along with drawing (if applicable) vetted by the competent authority
05	Receipt Copy of NIT/NIQ from appropriate end depending upon the estimated amount of the project/scheme along with advertisement of widely circulated local News Paper if applicable.
06	Proof against Earnest Money deposit
07	Comparative Statement along with the relevant tender documents
08	Copy of Artha-O-Parikalpana Upa-Samiti meeting minutes regarding approval of comparative statement.
09	Letter of Acceptance
10	Copy of contract
11	Letter of Work order

12	If the works involved any land, necessary documents viz. registered deed, records etc
13	Copy of relevant pages of measurement book duly signed by the Nirman Sahayak
14	Photographs taken before initiation of the work, at half way stage and after completion along with permanent display board
15	Relevant documents of ESMF compliance to be kept if applicable to the particular scheme.
16	Completion Certificate
17	Copy of payment voucher with details
18	Documents of necessary statutory deductions from bill/s
19	Completion Certificate

Chapter-15

ADDITIONAL PROCUREMENT NORM APPLICABLE FOR ISGP PROJECT BLOCK GRANT



15.1. Gram Panchayat will follow additional procurement norms in addition to existing norms discussed in earlier chapter for different phases of procurement event in case of supply of goods, materials or equipment or for works contract for using World Bank funded ISGP Project Block Grant.

15.2. In reference to order number 209/ISGPP/20E-2/(Proc.)/39 dated 15th February 2012 and order number 594/ISGPP/20E-2(Proc)/39 dated 2nd May 2012 following guidelines are to be adhered to while using ISGP Project Block Grant.

- a) Under one Notice Inviting Tender (NIT), multiple works of different nature must be avoided. In other words, works of similar nature shall be accommodated in one NIT but it is desirable to float separate NIT for individual scheme other than schemes pertaining to sinking / re-sinking of tube-wells.
- b) There shall be no rate contracts. For each individual scheme/work, contractor may be engaged by the Gram Panchayats following procedures prescribed in West Bengal Panchayat (Gram Panchayats Accounts, Audit & Budget) Rules, 2007. Materials may also be procured by the Gram Panchayats for execution of schemes considering the requirement of the materials for those schemes only. No rate contract shall be allowed i.e. the practice of taking rate for various materials at a time for implementation of various schemes over a considerable period of time is not permissible.
- c) No special preference in price or during purchase, will be accorded to any bidder, state owned enterprises, small scale enterprises or enterprises from any given State for implementation of schemes for which funds are drawn from the ISGP Block Grant. In other words, procurement of goods/materials shall neither be made directly from Cooperative Society/Government owned Company/Government Undertaking/ neither Corporation etc. nor any special preference/weightage shall be given to them over other participating firms/agencies/ organizations and all should be evaluated on equal footing. All procurement under ISGPP or where ISGPP funds are combined with other

funds to implement a larger scheme will be based on comparing price quotations obtained from several suppliers(in case of goods) and several contractors (in case of works) with minimum of three suppliers / contractors or as applicable, in each case.

- d)** There shall be no negotiation of price with the bidders for schemes where ISGP funds are used i.e. the rate offered by a bidder in a particular bid shall be treated as final and subsequent negotiation with that bidder for change in price shall not be allowed. Post bidding negotiation will be treated as corrupt practice and will be disallowed.
- e)** Bids shall not be invited on percentage rate basis and shall not be rejected based on a ceiling on bid premium. In other words, the bidders will quote rates in absolute numerical values (both in figures and words) against the estimated cost, not in percentage against estimated cost of a scheme.
- f)** For each scheme, there must be photographs before execution, during execution and after completion of works. These photographs may be displayed at the respective Sansads and in the GP office for public awareness of the work done for at least a period of 3 months with details of the works done.

Part-IV

Annexure -1

See Section-6.5

NOTICE INVITING TENDER FOR WORKS CONTRACT

Office of the _____ Gram Panchayat

NO:

Date:-.....

NOTICE INVITING TENDER

A. Sealed Tender is invited from the experienced and resourceful bidders for execution of the work(s) mentioned below in Annexure-

Annexure-A

Sl No.	Name of the work	Site details	Source of Fund	Estimated Amount (In Rs.)	Earnest Money (In Rs.)	Required Credential	Work completion period.
1.							
2.							
3.							
4.							

Tender papers will have to be sent by Registered Post or Courier or may be dropped in the Tender Box kept at the office of the undersigned by Hand (in sealed cover) and it should reach the office of the undersigned on any working day withinam/pm not later thanpm/am(within office hours). Delayed submission of tender documents shall lead to outright rejection. The undersigned will not be responsible for rejection of the tender due to the delay in the postal/courier transit or any other reason. The Sealed Tenders will be opened on the same day i.e. on at..... P.M. in presence of the bidders, who may wish to remain present. Tender Form along-with relevant documents has to be purchased from the Gram Panchayat office.

Information to bidders:

Cost of Tender Document (tick in appropriate box)	Rs.250/-		Rs.500/-		Rs.750/-	
Date of Sale of Tender Form	On any working day fromto..... (from..... AM toPM)					
Last date of dropping of Sealed Tender Form	On or before (up-to....PM)					
Date of Opening of Tender	 (at PM)					

N.B. – If the office remains closed in any unavoidable circumstances on above-mentioned any days, then next working day will come into force & the scheduled time will remain unchanged. Original certificates or documents as specified in Annexure-B (No. 2&3) must be produced on demand at any stage of tender procedure.

Annexure-B

Terms & Conditions :-

1. Cost of Tender Form (non-refundable) has to be paid in cash only.
2. Bidders must submit attested photocopies of valid VAT registration Certificate (if any), last three years Income Tax Return, Profession Tax Registration Certificate with current challan and Trade Registration Certificate/License from local bodies as the case may be.
3. Bidders must submit Credential in similar nature of work during last three years.
4. In case of bid/tender emanating from cartelization of bidders, entire tender process will be cancelled.
5. Bidders must quote rates in absolute numerical values (both in figures and words) and percentage against the estimated cost.
6. Rate offered by a bidder in a particular Tender shall be treated as final and subsequent negotiation with that bidder for change in price shall not be allowed.
7. Multiple bids (more than one bid by same bidder) and variable rates (different rates of same item by same bidder) shall be rejected outright.
8. No special preferences in respect of Earnest Money, Security Deposit etc. will be given to any Cooperative Society/Government owned Company/Government Undertaking/Corporation/ Engineering Cooperative etc. In other words, all participating Bidders will be treated on equal basis only and no favourable/special considerations will be accorded to any bidders.
9. Bidder must submit sealed envelope clearly mentioning serial number and name of work on top of the envelop.
10. Earnest money should be deposited in Cash/Cheque/Bank Draft or Government Bond/Securities duly pledged in favour of the Pradhan, Gram Panchayat and will be refunded/forfeited as the case may be. In case of Cash/cheque/bank draft, the bidder must collect receipt from Gram Panchayat office and quote the Number in Tender Form. In case of Government Bond/securities respective pledged documents need to be submitted along-with Sealed Tender.

11. Successful Bidder (s) will be required to lodge security deposit (10% of the total value of the work as quoted by him) as performance security in the form of Cash/Cheque/Bank Draft/Government Bond / Securities duly pledged in favour of the Pradhan, Gram Panchayat OR the amount may be deducted from every running payment (not exceeding two including the final bill) made and will be released after 3 months in all cases except ISGPP Block Grant where it will be released after 6 months in case of Building, Culvert and Concrete Roads and 3 months in all other cases.
12. STDS, ITDS and Labour Cess will be deducted as per existing rates fixed by the respective department of the government.
13. Pre-bid conference/meeting with the prospective Bidders will be held on at PM (not later than 4 days before the last date of submission of Tender). Environmental and Social Safeguards issues pertaining to the tendered work will also be discussed and explained in the meeting.
14. Site visit may be done by the bidders at their own cost.
15. Erroneous or incomplete Tender Form will be summarily rejected without assigning any reason whatsoever.
16. Bidder(s) may be asked to submit rate analysis for items where the quoted rates are either below or above 5% than the estimated cost. Such bids may also be considered as null and void if there is a reason to believe that the Bidders have formed a cartel and rates have been manipulated, unbalanced or unreasonable.
17. Successful Bidder will have to execute a formal contract on a Non-Judicial Stamp paper within seven days from the receipt of "Letter of Acceptance" with the Gram Panchayat wherein the description, specification, quantity, date of completion of work, other mandatory conditions and ESMF (Environmental and Social Management Framework) issues shall be detailed. Failure to execute the contract will lead to automatic cancellation of the bid.
18. The undersigned is not bound to accept the lowest tender and reserves the right to accept or reject any or all tenders, as the case may be without assigning any reason whatsoever.
19. Quoted rate shall be inclusive of all charges including royalty, VAT, tools charges, transportation etc.
20. Any bid received from the bidder without authentication of correction made in rate quoted in word or figure shall lead to cancellation of the bid.
21. Bidders will get necessary drawings with the Tender Form. All documents i.e. drawings Tender Form signed by the Bidder must be submitted in Sealed Tender addressed to Pradhan, Gram Panchayat, Vill & PO-....., PS....., District-

Pradhan..... Gram Panchayat

No.....

Date:.....

Copy forwarded for information and with a request for making an arrangement to display the notice for wide publicity to:-

1. SDO/BDO/Tathya Mitra Kendra/Local Rural

Pradhan, Gram Panchayat

Annexure-2
See Section- 9.4

NOTICE INVITING QUOTATION/TENDER FOR SUPPLY OF GOODS, MATERIAL OR EQUIPMENT

Office of the _____ Gram Panchayat

Memo No: _____

Dated: _____

NOTICE FOR INVITING QUOTATION / TENDER

Sealed Quotations / Tenders are hereby invited from reliable and bonafide suppliers for supplying the materials as specified below for the Scheme namely _____ Under _____ Programme.

1. The Quotation/ Tender will be received in the office of the Gram Panchayat from _____ to _____ during office hours and will be opened on _____ at _____ AM/PM in the GP Office.
2. The Quotation/Tender should be submitted in sealed cover.
3. The suppliers should quote the rates in figures as well as in words.
4. A sample of the material proposed to be supplied should be given with the tender paper (If unnecessary may be omitted)
5. The suppliers should submit Income Tax, Sales Tax and Profession Tax and Panchayat Tax or Municipal Tax (as may be applicable) clearance certificate.
6. The suppliers will have to deposit **EARNEST MONEY @ 2%** of the quoted / tendered amount accompanied with the Quotation /Tender positively failing which the Quotation / Tender will be rejected.
7. Incomplete Quotation/ Tender will be summarily rejected.
8. Acceptance of lowest quotation/tender is not obligatory and the undersigned reserves the right to accept or reject any or all the Quotations/Tenders without assigning any reason whatsoever.
9. The undersigned also reserves the right to distribute the Supply Order among as many Suppliers as may be considered.

Sl No	Name of Materials	Unit	Estimated cost of materials as per Plan	Site of Delivery	Maximum time allowed for delivery
1	2	3	4	5	6

PRADHAN----- GP

Annexure-3
See Section-11.1

NOTICE FOR INVITING QUOTATION OF SERVICE CONTRACT

Memo No: _____

Dated: _____

NOTICE FOR INVITING QUOTATION

Sealed Quotations are hereby invited from reliable and bonafide service provider for supplying the services as specified below for the Scheme namely _____ Under _____ Programme.

1. The Quotation will be received in the office of the Gram Panchayat from _____ to _____ during office hours and will be opened on _____ at _____ AM/PM in the GP Office.
2. The Quotation should be submitted in sealed cover.
3. The suppliers should quote the rates in figures as well as in words.
4. The mode and duration of service to be given in quotation.
5. The service provider should submit Income Tax, Sales Tax and Profession Tax and Panchayat Tax or Municipal Tax (as may be applicable) clearance certificate.
6. All rates should be quoted along with the prevalent rate.
7. The suppliers will have to deposit **EARNEST MONEY @ 2%** of the quoted / tendered amount accompanied with the Quotation / Tender positively failing which the Quotation / Tender will be rejected.
8. Incomplete Quotation will be summarily rejected.
9. Acceptance of lowest quotation is not obligatory and the undersigned reserves the right to accept or reject any or all the Quotations without assigning any reason whatsoever.

Sl No	Name of Materials	Unit	Estimated cost of materials as per Plan	Site of Delivery	Maximum time allowed for delivery
1	2	3	4	5	6

PRADHAN----- GP

Annexure - 4
TENDER FORM
 See Section - 6.8, 9.5.1

Office of the _____ Gram Panchayat

NIT NO : - ... / Dt :-/...../.....

Tender Form No. -----

GENERAL RULES AND DIRECTION FOR THE GUIDANCE OF CONTRACTORS

1. All Work proposed for execution by contract will be notified in a form of invitation to tender posted in public places and signed by the PrahanGram Panchayat.
2. This form will state the Work to be carried out as well as the date for submitting and opening tenders and the time allowed for carrying out the Work, also the amount of earnest money to be deposited with the tender and the percentage to be deducted from bills, copies of the specification, designs & drawing and any other documents required in with the work, signed for the purpose of identification by the PrahanGram Panchayat.
3. In the event of tender being submitted by a firm, it must be signed separately by each member thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender and same in the case of firm carried on by one member of a joint family it must disclose that the firm is duly registered under the Indian Partnership Act.
4. Receipts for payments made on account of Work, when executed by a firm must also be signed by several partners, except where the contractors/ suppliers are describe in their tender as a firm in which case the receipts must be signed in the name of the firm by one of the partners or by some other persons having authority to give effectual receipts for the firm.
5. Any person who submits a tender shall duly fill up and sign the tender form by his own hand writing stating at what rate he is willing to undertake the Work or each item of the Work. Tenders which propose any alternation in the Work specified in the said form of invitation to tender, or in the time allowed for carrying out the Work, or which contain any other conditions of any sort,

will be liable to rejection. No single tender shall include rate for more than one work/supply, but contractors who wish to submit tender for two or more works/supply shall submit a separate sealed tender for each. Tender applications must be submitted in sealed envelopes along with name (as specified in the NIT), NIT no., name and address of the bidder and name of the functionary it has been submitted to.

6. The Gram Panchayat Pradhan will open tenders in the presence of any intending contractor/supplier who may be present at the time, and will enter the amount of several tenders in a comparative statement in a suitable form. In the event of tender being rejected, the earnest money forwarded with such unaccepted tender shall be refunded within ten days from the date on which the tender is decided provided the contractors present himself / themselves before the Pradhan to take the refund.

7. The accepting authority reserves the right to reject any or all the tenders without assigning any reasons and he/she will not be bound to accept either the lowest tender or any of the tenders.

8. The memorandum of work tendered for, and the schedule of materials to be supplied to the Gram Panchayat and their issue rates, shall be filled in and completed in the Office of the Gram Panchayat Pradhan before the tender form is issued. If a form is issued to an intending bidder without having been so filled in and completed, he shall request the office to have this done before he completes and delivers his tenders. The contractor/supplier should quote rates through inclusive of cost of materials and carriage to place of working or work.

9. Eligible applicant must purchase the tender form and must drop the sealed tender after proper filling in the Tender Box, failing which the applicant may not be allowed to participate for the forth coming tender. Tender Form along with all requisites documents may be sent through Courier service / or Registered Post before closing hour on the day of dropping.

TENDER FOR WORKS / SUPPLIES

I / we hereby tender for the execution for the Gram Panchayat of the work specified in the underwritten memorandum with in the time specified in such memorandum at the rates specified their in by me / us, and in accordance in all respect with the specifications, designs, drawing and instructions and with the Rules referred herewith and with the clauses of the annexed conditions and in all other respect in accordance with any such conditions so far as applicable.

MEMORANDUM

- (a) General Description of work: Name of the work
- (b) Earnest money :-
- (c) Percentage to be deducted from bills :- :- 1) TDS. - @% & surcharge @% ; 2) STDS. - @%. 3) SD. - @% (adjusting earnest money) 4) LC- @..... % (As per Government standing norms.)
- (d) Time allowed for work/ work: (in-words) days
from date of written order to
commence
- (e) Date of dropping sealed tender :-(date) from am/pm toam/ pm.
- (f) Date of opening of sealed tender :-(date) atam/ pm
- (g) Tender rate offered:- (Price schedule is to be attached with this tender form) :-

Tender amount	Rate to be offered absolute numerical values (both in figures and words)
Rs.	

Should this tender be accepted I / We hereby agree to abide by and fulfill all the terms and provisions of said the Rules and the said conditions of contract as depicted from Clause-1 to Clause-10 annexed hereto so far as applicable, or in default thereof to penalize me/us as laid down in clause-10.

The sum of Rs..... (Rupees.....) only (DCR/ Bank Draft / NSC No.....) is herewith forwarded in as earnest money in favour of the Pradhan,.....Gram Panchayat, in the form of DCR / Bank Draft of any nationalised bank or NSC duly pledged by the Post Master, the full value of which is to be absolutely forfeited to the Gram Panchayat without prejudice to any other rights or remedies of the Gram Panchayat, should I / We fail to commence work specified in the above memorandum and the Security Deposit , deducted from the bill of payment , shall be forfeited by the Gram Panchayat .

Signature of the Contractor / Supplier

Address:-

Date :-

CONDITIONS OF CONTRACT FOR SUPPLY/WORK

Clause 1 :- Earnest Money :- The tender form must be accompanied with the earnest money of the amount as shown in the NIT in form of Bank Draft of any nationalized bank or Government Securities duly pledged in favour of Gram Panchayat .The earnest money may be forfeited by the Gram Panchayat on account of any breach of contract as specified in other clauses of the contract .The earnest money of the first lowest will be retained by the Gram Panchayat as per norms after the completion of the Supply/Work .The earnest money of the second & third lowest may be retained by the Gram Panchayat, if so desires .

Clause 2:- Security Deposit: - The security deposit will be deducted @ 10 % from each payment taking earnest money into account. The security deposit will be refunded after expiry of six months from the date of completion of the Work if the condition of the Work is satisfactory. The security deposit may be forfeited by the Gram Panchayat on account of any breach of contract as specified in other clauses of the contract.

Clause 3 :- Compensation for delay :- The time allowed for carrying out the Supply/Work as entered in the tender shall be strictly observed by the manufacturer and shall be reckoned from the date on which the order to commence Supply/Work is given to the manufacturer. The Supply/Work shall through out the stipulated period of the contract be proceeded with all due diligence (time being deemed to be of the essence of the manufacturer on the part of the manufacturer) and the manufacturer shall pay as compensation an amount equal to one percent, or such amount as the Pradhan (whose decision in writing shall be final) may decide , on the amount of the tendered amount of the whole Supply/Work as shown by the tender for every day that the Supply/Work remains on uncommenced, or unfinished after the proper dates .The manufacturer shall commence execution of such part of the Supply/Work as may be notified to him within _____ days from the date of the order of commencement for Supply/Work and diligently continue such Supply/Work and further to ensure good progress and

during the execution of the Supply/Work , he shall be bound in all cases in which the time allowed for any Supply/Work exceeds one month to complete one-fourth of the Supply/Work before one-fourth of the whole time, allowed under the contract, has elapsed , one-half of the Supply/Work before one- half of the such time has elapsed and three-fourths of the Supply/Work before three-fourth of such time has elapsed. In event of failing to comply with any of the conditions herein shall be liable to pay as compensation an amount equal to one percent, or such amount as the Pradhan (whose decision in writing shall be final) may decide, on the said tendered amount of the whole Supply/Work for every day that the due quantity of Supply/Work remains incomplete .

Clause 4 :- Time Extension :- If the manufacturer shall desire an extension of time for completion of the Supply/Work on the grounds of his having been unavoidably hindered in its execution, the Manufacturer shall have an immediate report of such hindrance to the Pradhan in writing and if he shall desire an extension of time for completion of the Supply/Work on the cessation of such hindrance on account of which he desires such extension as aforesaid and the Pradhan may if in his opinion (which shall be final) reasonable grounds be shown , therefore authorize such extension of time , if in his opinion be necessary or proper . In event of incompleteness of any Supply/Work within the stipulated time or the time if extended , the Gram Panchayat shall have right to debar the manufacturer from the Supply/Work and the security deposit & earnest money will be forfeited .

Clause 5 :-Intermediate payment :- The intermediate payment by the Pradhan to the manufacturer for the partly completed portion of the whole Supply/Work is not mandatory . It will be discretion of the Pradhan.

Clause 6 :- Materials supplied by the Manufacturer :- All the materials , to be supplied by the manufacturer , will be properly checked by the office and will be as per proper specifications of the Supply/Work order. The quantity of Supply/Work may vary according to the position of the availability of fund and as per site condition & requirement. The Supply/Work may be taken at the work site as described in the description of Supply/Work stated in the NIT. Any misuse and loss of materials before completion of Supply/Work will be liability of the manufacturer. If it shall appear to the Engineer in charge of the Supply/Work , that any work / Supply/Work has been executed with unsound imperfect or unskilled workmanship, or with materials of any inferior description or any inferior quality provided by the manufacturer for the execution of the Supply/Work , not in accordance with the contract, the manufacturer shall forthwith rectify or remove or reconstruct the Supply/Work so specified in whole or in part as the case may require at his charge and cost and in the event of his failure to do so within the period specified by the Engineer in charge in his demand, the manufacturer shall be liable to pay compensation at the rate of 1% on the amount of estimate for every day. **No compensation for any damage caused by rain , traffic or natural calamities during the execution of the Supply/Work will be considered.**

Clause 7:- Labour :- The manufacturer shall not contravene the provisions of Workman Compensation Act 1923. No labour below the age of fourteen years shall be employed for any work or supply of goods.

Clause 8:- Signing of contract:- Successful bidder must execute a contract on the Stamp Paper amounting to Rs. 10.00 (Rupees ten only) prior to issuance of work/supply order by the Gram Panchayat. The terms of contract including accepted bid value, duration(start and end date), penalty provisions, quality of work, payment terms etc. If the bidder fails to execute the contract within the time stipulated by the Gram panchayat, the bid will be liable to be cancelled.

Clause 9 :- Breach of conditions of contract and Contract :- In the event of any breach of conditions of the contract, as depicted in the above clauses, and of the contract which will be made after getting the Supply/Work order following actions may be taken against the contractor.

Action

1. Forfeiture of earnest money.
2. Forfeiture of security deposit.
3. Rejection of Supply/Work order.
4. Loss of opportunity to participate in any tender for a term of years, which the Artha O' Parikalpana Upa- Samity of the Gram Panchayat will impose.

Clause 10:-Guidelines on ESMF compliance should be adhered to.

I shall abide by all terms and conditions /clauses as laid down in this Tender Form

.....
Full Signature of Supplier/ Contractor

Signature of the Pradhan.
.....Gram Panchayat

Address: -

Date: -

Full Signature of Witness: -

Address: -

Date:

Annexure -5
See Section- 6.8, 7.3
REGISTER OF TENDER FORMS

Office of the _____ Gram Panchayat

NIT No. with Date:

Name of Work/ Material with SI No:

Sl. No.	Form No & Date of Issue	Price of Form (with schedules, if applicable)	Name of Contractor/ Supplier (to whom Form is issued)	Quotation / Tender Received (Yes / No)	Signature of GP Secretary/Authorized Employee in absence of Secretary	Remarks

Annexure-6
See Section-6.7.4, 10.1.3

SCREENING SHEET TO COMPARE CREDENTIALS RECEIVED FROM BIDDERS

Credibility Sheet to compare credentials received from bidder					
SI No	Name of the bidder	Valid VAT registration certificate	PAN with last three years IT return	Professional Tax Registration Certificate with current challan	Trade Registration Certificate/License from local body

Nirman Sahayak

Secretary

Pradhan

Annexure-7
See Section - 7.2, 10.2
REGISTER OF EARNEST MONEY

Office of the _____ Gram Panchayat

Notice Inviting Tender/ Quotation No:

Dated :

Sl. No.	Name of the contractor/supplier	Mode of Earnest Money	Amount (Rs.)	Instrument/ Pledging Date	Date of refund	Forfeiture if any	Signature of Secretary	Remarks

Annexure -8**See Section- 6.6.3****COMPARATIVE STATEMENT FOR WORKS CONTRACT**

Office of the _____ Gram Panchayat

1. Name of the scheme (Work) _____ under _____ programme
2. Tender Notice No: _____ Dated: _____
3. Date of opening of sealed Tender: _____
4. Estimated Cost: -----

SL NO	Name of Contractor from whom tender is received	Tender Amount in absolute figure (Rs) (exclusive of applicable taxes)	Tender amount calculated in percentage term	Document submitted with the tender	Details of Earnest Money	Ranking	Remarks
1	2	3	4	5	6	7	8

Full Signature with date of Nirman Sahayak/Authorized Employee who prepared the statement

Signatures of the Member of AOP Upa-Samiti present

1. _____
2. _____
3. _____
4. _____
5. _____

Signatures of the works contractor
present

1. _____
2. _____
3. _____
4. _____
5. _____

Tender paper submitted by M/S..... is rejected on the ground of.....

(a)

(b)

Pradhan

..... Gram Panchayat

Note of acceptance of the Tender.

As the rate of M/S _____ is found lowest for the work mentioned above, its tender is accepted.

Signature of the Secretary

Signature of the Gram Panchayat
Member(Opposition Party)

Signature of the Pradhan

Annexure -9
See Section-10.1.2

COMPARATIVE STATEMENT OF QUOTATION / TENDER RECEIVED FOR SUPPLY OF GOODS, MATERIALS OR EQUIPMENT

Office of the _____ Gram Panchayat

1. Name of the scheme _____ under _____ programme
2. Quotation/Tender Notice No: _____ Dated: _____
3. Date of opening of sealed Quotation/Tender: _____

SI No	Name of Bidder	Name of Materials					
		Items nameand estimated cost Rs-----	Items nameand estimated cost Rs-----	Items nameand estimated cost Rs-----	Items nameand estimated cost Rs-----	Items nameand estimated cost Rs-----	Total
		Amount quoted in Rs. (Excl. Tax)	Amount quoted in Rs. (Excl. Tax)	Amount quoted in Rs. (Excl. Tax)	Amount quoted in Rs. (Excl. Tax)	Amount quoted in Rs. (Excl. Tax)	Total
1	2	3	4	5	6	7	8

Full Signature with date of Nirman Sahayak/Authorized Employee who prepared the statement

Signatures of the Member of AOP Upa-Samiti

present 1. _____

2. _____

3. _____

4. _____

5. _____

Signatures of the Suppliers present

1. _____

2. _____

3. _____

4. _____

5. _____

Tender paper submitted by M/S..... is rejected on the ground of.....

(a)

(b)

Pradhan

..... Gram Panchayat

Note of acceptance of the Quotation/Tender.

As the total rate of M/S _____ is found lowest, its quotation/ tender is accepted.

Signature of the Secretary

Signature of the Gram Panchayat
Member(Opposition Party)

Signature of the Pradhan

Annexure-10
Format for Letter of Acceptance
See Section-7.5.1, 10.5

Office of the Gram Panchayat

Vill:..... P.O.-, P.S.-, Dist.-

Memo No: _____

Dated: _____

LETTER OF ACCEPTANCE

To,

.....

.....

.....

Sub.- Tender Acceptance

Ref.- NIT No..... Dated.....

Sir,

This is to inform you that the Artho-O-Parikalpona Upasamity of Sonar Bangla Gram Panchayat has accepted your financial bid datedfor execution of the scheme stated bellow.

Scheme No:

Name of the Scheme:

Accepted Bid Amount:

You are requested to execute a formal contract with the Pradhan, Gram Panchayat on Non-Judicial Stamp paper worth of Rs. 10.00 **within seven days** from the date of receipt of the letter of acceptance failing which his tender shall automatically stand rejected and his earnest money shall be forfeited.

Thank You,

Pradhan.....Gram Panchayat

Annexure -11
See Section-7.5.1, 10.5

Model Contract for Works

THIS CONTRACT made on..... (Date), between the Pradhan,
 Gram
 Panchayat,.....P.S.,.....District of West Bengal, hereinafter
 “The First Party” of the one part and (Name of Contractor),
 (Address of Contractor) hereinafter “The Second Party”
 or the “Contractor” of the other part:

WHERE AS “The First Party” desires that the work/works known as
 “.....” (Name of the Scheme) JI No....., Plot
 No..... (if applicable) should be executed by ‘The Second Party’, as they have
 accepted a Quotation / Tender submitted by ‘The Second Party’ for the execution
 and completion of these Works and the remedying of any defects therein.

‘The First Party’ and ‘The Second Party’ agree as follows:

A. Execution of Work

1. The contractor will start the work within 7 days of signing of this contract and complete the work/works in all respects within..... days (Time of completion as specified in the NIT).
2. The contractor responsible for the execution of the work as per accept the “Schedule of agreed **rates**” (insert the quoted L1 rates as in the Tender submitted by this bidder using the Standard Format) which shall be deemed to form and be read and construed as part of this Contract.
3. The work will have to be carried out as per the technical specifications (including drawings) in the “**Schedule of Requirements**” which shall be deemed to form and be read and construed as part of this Contract.
4. The contractor will be **responsible for proper adherence** to all legal and statutory provisions relating to execution of the work.
5. The contractor will be **responsible for any damages, accidents, mishaps, thefts** at the work site during execution of the work and liabilities arising therefrom.
6. The concerned Nirman Sahayak nominated by the employer shall be entitled to make any alterations to the design, character, position, quantities, dimensions or method of execution thereof, and to order for any extra or additional works to be done, the contractor will not be entitled to any compensation for any reduction or omission, but will be eligible for payments only for the **actual amount of work done** and for the approved material furnished against a specific item in the schedule of work **as per the specified rates**.
7. In the event of any of the provisions of the **contract requiring amendment**, the amendments shall be **made in writing** and shall be signed by the Pradhan

.....Gram Panchayat and the Contractor and no work as result of any amendment shall proceed without mutually agreed and signed amendment to that effect. Any verbal contracts / understandings relating to abandoning, modifying, extending, reducing or supplementing any part(s) of the contracted work will not be executed until they are incorporated as a formal duly signed amendment to the contract.

8. The permitted enlargement, extension, reduction, omissions, alterations or additions resulting out a formal duly signed amendment to the contract will not affect the validity or any other conditions of the contract except for those conditions that are explicitly specified in the formal duly signed amendment to the contract.

B. Special Conditions :-

Contractor will be responsible for compliance on ESMF conditionalities viz:

- i) No Child labour will be engaged.
- ii) The contractor shall pay to labour employed, wages not less than fair wages as per the provisions of the contract labour (Regulation and Abolition Act, 1970 and the contract labour (Regulation and abolition) Central Rules 1971 wherever applicable.
- iii) The contractor shall obey the forest protection rules and not be involved in cutting of trees at the work site, shall not be involved in destruction of archaeological importance, shall not encroach any type of land, will never cause conflict among community groups, shall never be involved in construction of roads on fertile agricultural land or encroaching on water bodies.
- iv) Cleanliness at work-site:
 - a) The Contractor shall not store materials on any site in any manner which may inconvenience the public.
 - b) The contractor shall undertake to have the site cleaned, free from rubbish/bulding materials etc. to the satisfaction of the Nirman Sahayak/GP authority. All surplus materials, rubbish etc. will be removed to the places and no additional payment will be made for purpose. On the premises during construction or after repairs, shall remove the same and keep the site neat and tidy during the progress of the work.
- v) In case of sinking of tube well, testing of water quality by authorised organisation is to be done by the contractor, before taking up the work. Test report is to be submitted to the Gram Panchayat before the work is started.

C. Acceptance of work and payment for work completed

- i) The Work done will be inspected and **measured as per PRDD/West Bengal PWD norms** by the Nirman Sahayak and admissible payment will be determined on the basis of the **schedule of agreed rates**.
- ii) Payments shall be made only against "Running Account bill" in two parts, one or more Running Account bills and final account bill through account payee

cheque. Running Account bills shall be settled and paid preferably within 10 days from the date of submission of bills and for other works within three weeks following the date of submission of **final bill after satisfactory verification** of the total claim with reference to all related records and papers.

- iii) If the work is not completed within the stipulated completion period due to fault(s) of the contractor, penalty as liquidated damages for the delay in completion will be charged not exceeding **1(one) % of the value of work** for each day of **delay in execution of works** as agreed upon which will be recovered from the security money in realization of such penalty and if there is any additional amount due on this account that should be realised from the contractor concerned through due process of law.
- iv) Security deposit @ 10 % of each and every running / final bill shall be deducted after adjusting EMD and the total deducted amount along with the EMD will be treated as security deposit and retained till the successful expiry of the **defect liability period of 6 months**.
- v) The **ITDS and STDS will be deducted** from bill as per Income Tax & Sale Tax rule.
- vi) The contractor will entirely be **responsible for rectification of any defects** during this period. The security deposit retained as per clause above will be returned within 10 days of the successful expiry of the defect liability period.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed by
by

Signed

for and on behalf of **'the First Party'**
party'

for and on behalf **'the second**

in the presence of

in the presence of

Witness Name

1).....

Signature of witness

1)

2)

2)

Address, 1)

2)

Date 1)

2)

Annexure -12
Work Order/Supply Order
See Section-7.4.1, 10.4.2

Office of the _____ Gram Panchayat

NO:

Date.-

.....

Sub.-

Ref.-

Work Order/Supply Order Value Rs.-

In reference to the above it is limited that as per decision of tender committee, your quoted rate on dated-.....at per schedule rate on tender amount Rs.-..... has been accepted for the above said work.

You have to follow the terms are mentioned below –

1. The work/supply should be completed as per PWD Specification and as per enclosed schedule and drawing within 20/30/45 days after issue of this letter.
2. For the case of stack measurement deduction of void will be applicable as per PWD rule.
3. The earnest money deposited by you should be treated as part of security deposit and rest amount should be deducted from your bill for consist of 10% amount of security deposit. Such security deposit(only for work order) should be refunded to you after 3 months for general works and 6 months for road work from the date of satisfactory completion of the work.
4. The payment should be made on the basis of measurement taken by S.A.E/Engineer-in-charge over work done and supply quantity.
5. The accepted rate is including all (viz. Carrying, loading, unloading, short carriage, , materials, sale tax, income tax, labour cess, royalty etc.) complete.
6. Necessary deductions for applicable taxes (if applicable) should be made from your bill.
7. No payment should be made for the work not confirming to specification.
8. Part payment is not the right of agency it will depended on the decision of the undersigned.

Pradhan

.....Gram Panchayat

Annexure -13**REGISTER OF CONTRACTS****See Section: 13.1.14****Office of the _____ Gram Panchayat**

Sl No.	Nature and description of contract/ work	NIT No. with Sl. No.	Name of contractor	Supply/ work order No.	Value of contract	Date of Completion as per contract/ work order	Actual Date of completion	Date of Final Payment	Remarks

Annexure-14
REGISTER OF SECURITY DEPOSIT

See Section-7.6.3

Office of the _____ Gram Panchayat

Notice:

Dated :

Sl. No.	Name of the contractor/supplier	Inviting Tender No	Name of the Work	Work contract value	Amount deducted from 1 st bill	Amount deducted from 2 nd bill	Amount deducted from 3 rd /final bill	Total Amount deducted as SD Money	Date of refund	Amount released	Signature of the Authorised Person with date

Annexure -15
See Section-13.1.4
FIRST AND FINAL BILL

Name of work

Cash Book Voucher No:..... Date.....

Item of work of suppliers (grouped under sub head and sub work of estimate)	Reference to recorded measurement entry and date			Rate	Quantity	Unit	Amount
	Book no	Page No	Date				
Total							

Total amount (In words) :

Signature of Nirman Sahayak

II – CERTIFICATES AND SIGNATURES

The measurements were made by..... (Nirman Sahayak/Authorized Employee in absence of Nirman Sahayak) on (Date) and are recorded at page number from to of Measurement Book No for the above said project/scheme/work.

Certified that in addition to and quite apart from the quantities of supply/work actually executed, and detailed measurements, necessary deduction may be done as per rule and necessary payment will be made as soon as possible.

Dated signature of Nirman Sahayak/Authorized Employee preparing and endorse the bill

Dated signature/Left Thumb Impression of contractor or supplier

Signature of witness in case of use of Left Thumb Impression by the contractor

III – MEMORANDUM OF PAYMENTS

N.B.: Necessary deductions will be made in case of works contract.

Particulars	Rate	Amount (Rs.)	Remarks
Total value of supply/work actually measured			
Less: Deduction of applicable TDS			
Less: Deduction of applicable STDS			
Less: Security Deposit			
Less: Deduction of applicable Cess/ surcharge (if any)			

Actual Amount Payable in Rs.		
Rs. (in Words).....		

Dated signature of Executive Assistant/Authorized Employee authorizing the bill

Dated signature of Pradhan authenticating the bill

Annexure -16**See Section-13.1.3****RUNNING ACCOUNT BILL**

[For Contractors: This format provides Payments for Works.]

Name of Supplier/Contractor

Name of Scheme/Project.....

Purpose of supply/ work

Serial No. of the bill

No. and date of the previous bill for this work

Reference to Contract No

Date of commencement of work

I – ACCOUNTS OF WORK EXECUTED/SUPPLIES MADE

SI No	Item description	Unit	Rate	Quantity			Amount		
				Previous bill	This bill qty	Total qty	Previous bill amount	This bill	Total amount

Signature of Nirman Sahayak

II – CERTIFICATES AND SIGNATURES

The measurements on which were made by..... (Nirman Sahayak/Authorized Employee in absence of Nirman Sahayak) on (Date) and are recorded at page number from to of Measurement Book No for the above said project/scheme/work.

Certified that in addition to and quite apart from the quantities of supply/work actually executed as shown in column 4 of Account I, subject to the results of detailed measurements, necessary deduction may be done as per rule and necessary payment will be made as soon as possible.

Dated signature of Nirman Sahayak /Authorized Employee preparing and endorsing the bill

Dated signature/Left Thumb Impression of contractor or supplier

Signature of witness in case of use of Left Thumb Impression by the contractor

III – MEMORANDUM OF PAYMENTS

N.B.: Necessary deductions will be made in case of works contract.

Particulars	Rate	Amount (Rs.)	Remarks
Total value of work actually measured			
Less: Deduction of applicable ITDS			
Less: Deduction of applicable STDS			
Less: Security Deposit			

Less: Deduction of applicable Cess/ surcharge (if any)			
Actual Amount Payable (Rs.)			
Rs (in Words).....			

Annexure -17
See Section-7.7.4, 10.6.1
PROFORMA FOR EXTENSION OF TIME

Office of the _____ Gram Panchayat

NO:

Date.-

.....

To

Name.....

Address of the contractor.....

.....

Subject: Extension of time.

Dear Sir(s),

With reference to your letter No.....Dated..... in connection with the grant of extension of time for completion of the work/supply..... The date of completion for the above mentioned work/supply isas stipulated in the Contract No..... datedextension of time for completion of the above mentioned work/supply.....is granted up to.....without prejudice to the right of the Gram Panchayat to recover liquidated damages in accordance with the provision of clause.....of the said Contract No.....dated..... Provided that notwithstanding the extension hereby granted, time is and shall still continue to be the essence of the said contract.

Yours faithfully,

Pradhan

.....Gram Panchayat

Annexure -18**See Section-10.6.2****PROFORMA FOR INTIMATING THE CONTRACTOR REGARDING LEVY OF
COMPENSATION****Office of the _____ Gram Panchayat**

NO:

Date.-.....

To

Name.....

Address of the Contractor.....

.....

Subject: Levy of Compensation on

Dear Sir(s),

In continuation of this office Memo No.....Dated, the date of completion for the above mentioned supply/work was..... as stipulated in the Contract..... (here give the number and date etc. of the contract).

Extension of time for completion of the above mentioned supply/work was granted byGram Panchayat upto.....without prejudice to the right of the Gram Panchayat to recover liquidated damages in accordance with the provisions of clause.....of the said Contract

In exercise of the power conferred on me under clauseof the Contract, I.....Pradhan ofgram panchayat on behalf of the Artha O Parikalpana Upa samiti decide and determine that you are liable to pay Rs.....as and by way of compensation is hereby levied on you for the period of..... and at the rate ofas determined by the Artha O Parikalpana Upa Samiti of theGram Panchayat of the estimated cost of supply/work shown in the Contract and you are hereby called upon to pay the same to the..... Gram Panchayat within.....(here mention the period) failing which the said amount shall be recovered by theGram Panchayat from your Security Deposit lying with theGram Panchayat.

Yours Faithfully,

Pradhan

..... Gram Panchayat

Annexure -19**See Section-10.6.1****SHOW CAUSE NOTICE UNDER CLAUSE (III OF SECTION-C) OF THE CONTRACT****Office of the _____ Gram Panchayat**

NO:

Date.-

To

Name.....

Address of the Contractor.....

.....

Subject: Contract No.....

Whereas it appears to the undersigned that by reason of wrongful delay or suspension of work/ supply or slow progress on your part, the supply/ work entrusted to you under the Contract referred to above will not be completed/has not been completed within the stipulated/ extended date of completion.

In exercise of the power conferred by relevant provision of the aforesaid Contract, I..... on behalf of the Artho O Parikalpana Upa Samiti, hereby give you notice to show cause within.....days to my satisfaction why an action under clause.....of the above contract will not be taken against you on account of the breach of contract on your part.

Please note that in case no cause is made known by you within the stipulated period or cause shown is not to my satisfaction, I shall take such actions against you as are contemplated under clause.....and sub clause.....thereunder of the said contract and / or other clauses thereof, without further notice.

Yours Faithfully,

Pradhan

.....Gram Panchayat

Annexure -20

See Section-10.6.3

NOTICE ON FINAL ACTION UNDER CLAUSE.....OF THE CONTRACT

Office of the _____ Gram Panchayat

NO:

Date:-.....

To,

Name.....

Address of the contractor

.....

Subject: Name of Work

Contract No.

Dear Sir(s),

Whereas under Clause of the aforesaid contract, the undersigned shall have powers to take action under one or more of the sub-clause..... in the event of delay or suspension in the execution of the aforesaid supply/ work by the contractor so that in the opinion of the.....Gram Panchayat(which shall be final and binding) the Contractor will be unable to secure completion of the work by the stipulated/have already failed to complete the work by the extended date of completion whereas you have delayed/suspended the execution of the aforesaid work and as per the opinion of the Gram panchayat (which is final and binding), you will be unable to secure completion of the work by the stipulated/have already failed to complete the work by the extended date of completion and whereas you were served with a show cause notice in this regard under this office No. date which has not been replied to the satisfaction of theGram Panchayat by the date specified in the show cause notice, therefore under powers delegated to me under sub-clause.....for the aforesaid work under the aforesaid contract, for and on behalf of the Gram panchayat hereby:

(a) Determine/rescind the contract as aforesaid upon which determination/rescission your security deposit stands absolutely forfeited to the Gram panchayat, and

(b) Take out such part of the work out of your hand, as remains unexecuted, for giving it to another contractor to complete the same in which case any expenses which may be incurred in excess of the sum which would have been paid to you if the whole work had been executed by you in terms of the contract (the amount of excess certified in writing by the Nirman Sahayak shall be final and conclusive) shall be borne and paid by you on demand/or may be deducted from any money due to you by Gram Panchayat under this contract or any other contract whatsoever or from security deposit or the proceeds of sales thereof or a sufficient part thereof as the case may be without prejudice to the right of the.....Gram Panchayat to realise said excess amount by suit or otherwise. You are also hereby served with notice to the effect that the work executed by you will be measured up on..... for which you are asked to attend for joint measurement failing which the work will be measured by the Gram Panchayat unilaterally in your absence and result of measurement will be final and will be binding on you. This is without prejudice to Gram Panchayat's right to take action under any other clauses or sub-clauses of the contract and to realise Government dues and losses and damages whatsoever under such clauses or sub-causes.

Yours faithfully,

.....Gram Panchayat

Annexure -21
COMPLETION CERTIFICATE (FOR WORKS CONTRACT)
See Section – 7.8

Office of the _____ Gram Panchayat

NO: Date:-.....

To

M/s (Name of the Contractor).....

Address of the Contractor.....

.....

I hereby certify that as per Contract No.....Tender No.....dated
M/S (Name of the Contractor) has successfully completed the
 Work (title of the work)..... In all respect. The construction
 has been completed on (date) as per Specification of Public works
 Department (Building/Roads). The completed value of the work is
 Rs.....(In Words).

Yours Faithfully,

Nirman Sahayak

Pradhan

.....Gram Panchayat

Annexure -22
See Section – 10.7
COMPLETION CERTIFICATE (FOR SUPPLY CONTRACT)

Office of the _____ Gram Panchayat

NO: Date:-

(1)

Before issuance of Completion Certificate (Annex-15) to the Contractor, Member of the Concerned Gram Sansad will issue a certificate to the Pradhan confirming the supply of the Material in the prescribed location. On receipt of the certificate, Pradhan will send the Nirman Sahayak to the place of delivery to measure and verify the Quantity and Quality of the material supplied. On receipt of detailed Measurement to the satisfaction of the Gram Panchayat, the Pradhan may issue the Completion Certificate to the Contractor.

(2)

To

M/s (Name of the Contractor).....

Address of the Contractor.....

.....

I hereby certify that as per Contract No.....Tender No.....datedM/S (Name of the Contractor) has successfully completed the Work (title of the work)..... In all respect. The supply has been completed on (date) as specified in the Contract/Work Order. The completed value of the work is Rs.....(In Words).

Nirman Sahayak

Yours Faithfully,
 Pradhan

.....Gram Panchayat

Annexure-23**See Section - 6.6.1****LIST OF SIMILAR NATURE OF WORKS****A. Category of General Works**

A	CONSTRUCTION AND INFRASTRUCTURE		REMARKS
i)	ROAD WORKS	a) Flexible pavement (bituminous pavement) / Brick soling Road Morum Road Earthen Road) WBM, with cross drainage work Hume Pipe / Slab Culvert / Box Culvert, Minor Bridge, road protection work	Similar Nature
		b) RCC Road / PCC Road Water bound macadam / Brick soling Road / Moram Road / Earthen Road, with cross drainage work Hume Pipe / Slab Culvert / Box Culvert, Minor Bridge, road protection work	Similar Nature
ii)	DRAINAGE WORKS	a) Hume Pipe / Slab Culvert / Box Culvert	Similar Nature
		b) Minor Bridge / Major Drainages work	Similar Nature
iii)	PROTECTIVE WALL	a) Toe wall / Brick wall / Boulder pitching with wire mesh	Similar Nature
		b) UC balla pilling / Bamboo pilling / Tiles pilling	Similar Nature
i)	BUILDING WORKS	a) SSK / MSK / ICDS /GP office building / Health Sub centre / School building / Bus stand / Waiting shade /Market complex / Community latrine / Other buildings frame work	Similar Nature
ii)	IRRIGATION WORKS	a) Pond excavation / Irrigation canal (small) / R.L.I (small)	Similar Nature
		b) Check dam construction / Sluice Gate / Irrigation canal (large) / R.L.I (large) / Rain water harvesting structure	Similar Nature
iii)	BRIDGE WORKS	a) Minor Bridge / Major Bridge / Major Cross Drainage works	Similar Nature
Structural works			

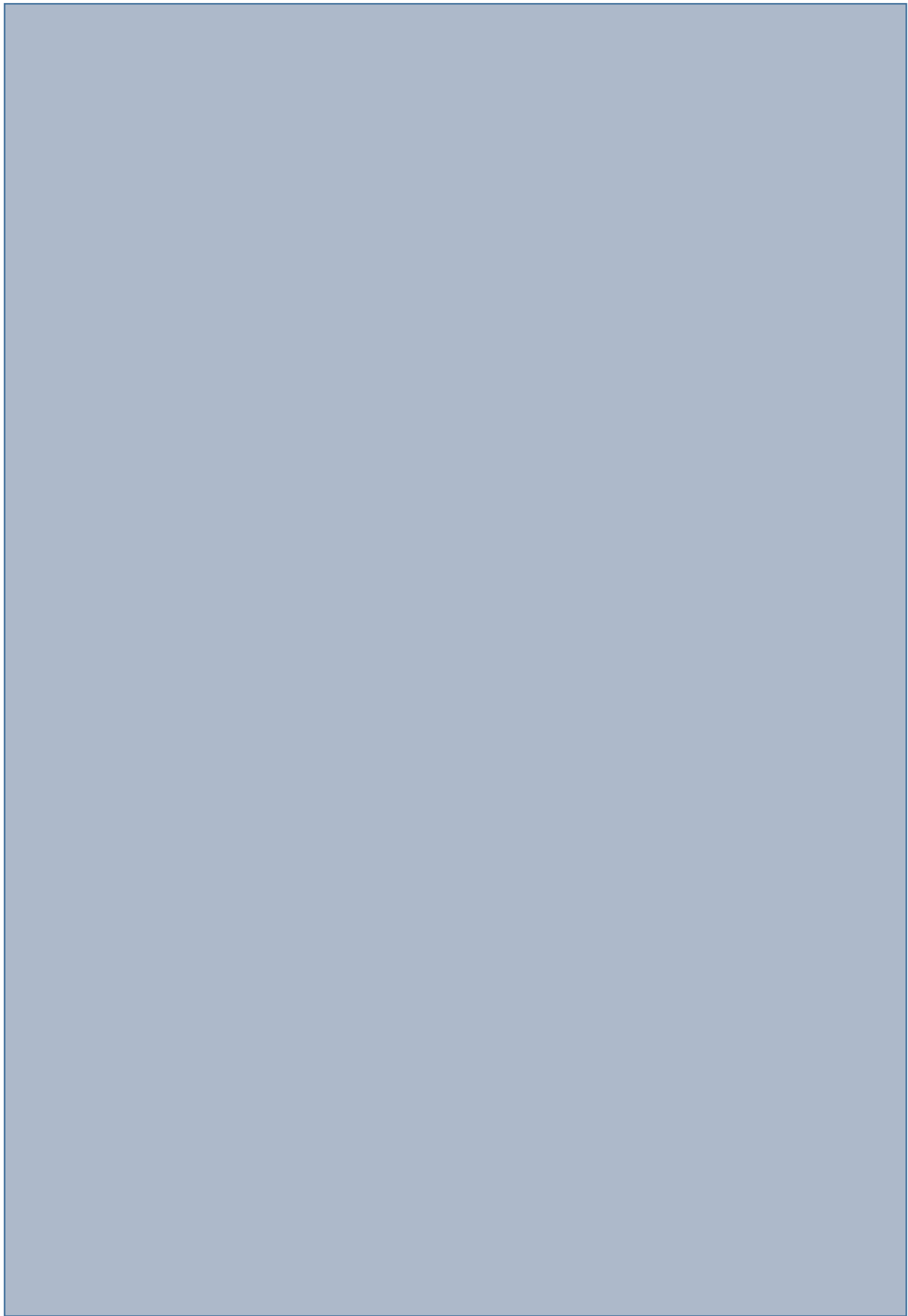
		SSK / MSK / ICDS / GP office building / Health Sub centre / School building / Bus stand / Waiting shade / Market complex / Community latrine / Other buildings frame work	
		Minor Bridge / Major Bridge / Major Cross Drainage works	

B. Category of Sanitary and Plumbing Works

A	INSTALLATION OF WATER SUPPLY AND DRAINAGE			REMARKS
i)	WATER SUPPLY PROJECT WITH STORAGE WORKS	a)	Installation / repairing of drinking water pipeline with \Over headed tank / Underground storage	Similar Nature
		b)	Shallow well / Deep well / All types of Tube well / Dug well,soke pit ,drainage,	Similar Nature
B	PLUMBING, FITTING, WIRING			REMARKS
i)	SANITATION WORK	a)	Sanitary and Plumbing, fittings	Similar Nature

C. Category of Electrical Works

A	INSTALLATION OF WIRING, CASING, FITTING WORKS		REMARKS	
i)	WIRING AND FITTING WORKS	a)	Installation, repairing of wiring / casing / conceal wiring	Similar Nature
		b)	Fitting of light(FL Tube/Lamp /LED Lamp etc.) / Fan / A.C. / Geiger / M.C.B.(6-20Amp) / Inverter/DG Set / other domestic electrical appliances	
ii)	INSTALLATION OF PUMP	a)	Installation of pump motor set (hp) / submersible pump / jet pump/bridge pump (0.5-2 hp) etc.	Similar Nature
		b)	Installation of street light / street Solar Light / solar plant	Similar Nature





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ISGP PROJECT

Panchayats & Rural Development Department
Government of West Bengal

For

All the Gram Panchayat in the State