

**Government of West Bengal  
Irrigation & Waterways Directorate  
Office of the Executive Engineer  
Nadia Irrigation Division  
Jalaangi Bhawan, College Street  
Krishnagar, Nadia - 741101  
Telephone No. & Fax No.031720- 252451**

**SHORT NOTICE INVITING TENDER**

**N.I.T No - 01/EE/NID of 2017-18**

Sealed and Separate tenders in prescribed printed Tender forms are being invited by the **Executive Engineer, Nadia Irrigation Division, Irrigation & Waterways Directorate** on behalf of the Governor of West Bengal for the works as per the list of works attached herewith from eligible and resourceful contractors/bidders having desired credential and financial capability for execution of works of similar nature. Sealed and Separate tenders will be received by the same authority in the tender box kept in his Office chamber upto the date and time as specified. Name of the work written on the envelopes along with serial no. in the list of works are to be received by the undersigned.

For being entitled to receive tender documents the intending tenderer (s) will have to submit along with their prescribed application forms for issuing tender forms, the documentary evidences in support of their financial capability and other resources, bonafideness and past experiences in successful execution of similar type and nature of works involved including a list of similar works successfully completed within the stipulated time previously by them. Only work order will not be entertained.

**Following documents are to be attached with application for issuing tender forms:-**

| Sl. No.  | Documents                   | Details  | Remarks if any |
|----------|-----------------------------|--|----------------|
| <b>A</b> | <b>Certificates</b>         | 1. Professional Tax Payment Certificate (PTPC)<br>2. PAN Card<br>3. Value Added Tax (VAT) Registration Certificate in West Bengal (TIN)/CST Registration for outside State<br>4. Latest I.T Return Receipt<br>5. GST Registration  |                |
| <b>B</b> | <b>Company Details</b>      | 1. Proprietorship Firms (Trade Licence)<br>2. Partnership Firms (Partnership Deed, Trade- Licence, Form-VIII or Memorandum of Registration)<br>3. Limited Companies (Incorporation Certificate, Trade- Licence, Memorandum of Articles)<br>4. Registered Co-operative Societies (Society Registration Certificate, Trade Licence and By-laws, Documents showing latest office- bearers)<br>5. Consortiums (Form-VIII) or Memorandum and Undertaking. |                |
| <b>C</b> | <b>Credential of works</b>  | 1. BOQ duly authenticated by issuing authority and work order.<br>2. 100% completion certificate for completed work, or<br>3. Gross bill of 100% completed work including excess and supplementary items not covered in original BOQ.  |                |
| <b>D</b> | <b>Financial credential</b> | Payment certificate of 100% completed work issued by competent authority or any other related financial information  |                |

The intending bidders/contractors must read the 'Terms & Conditions' contained in the Notice Inviting Tender (NIT) carefully. He/she should particularly go through the eligibility criteria, and satisfy himself/herself of the mandatory requirements. Contractors/bidders desirous of participating in the tender may submit application for the work only if they fulfill the minimum eligibility criteria and are in possession of all the required documents in original.

## **(General Terms & Conditions for tenders)**

### **1. Eligibility for participation**

Bona fide contractors/bidders, West Bengal Registered Co-operative Societies, Consortiums and Partnership Firms registered with the State Government and contractors/bidders of equivalent grade or Class registered with the Union Government / Military Engineering Services / Indian Railways for execution of civil /M&E works are eligible to participate depending on the criteria as laid down in the subsequent para/clause. Joint Venture Firms are not eligible to participate in tenders.

**Note:** *In case of consortiums, maximum number of constituents shall be restricted to 5 (five) and each of the constituent must have at least some work credential. Individual constituents of a Consortium cannot form another Consortium.*

### **2. Participation in more than one serial of work in a tender**

Any contractor/bidder may submit bids for a maximum of 50% of the total number of works (rounded up to next higher integer) published in any particular e-NIT depending on his/her previous work credential and financial capability, details of which have been stated later.

### **3. Submission of Tenders**

#### **3.1 General procedure for submission of e-tenders**

Tenders in sealed envelope mentioning the Serial and NIT No, as per list of work will be received in tender box kept in the office chamber of Executive Engineer, Nadia Irrigation Division up to the date and time as specified. One sealed envelope should contain one tender only and separate envelope should be used for separate tender. No tender will be received after specified time and date. No tender will be received by post.

**3.2** The Consolidated rates in percentage 'BELOW', 'AT PAR' or 'ABOVE' the schedule or estimated rates for the work in page 3 of the Tender Form and on the body of the schedule of work under his own signature. The rates must be quoted in figure and words both. The tender(s) which contains over writings, manipulations and erasing, tempering is /are liable to be rejected. All corrections, additions, alterations etc must be attested under the dated signature and seal of the tenderers. Each page of Tender Forms and documents should be signed and dated by the tenderers. Incomplete and illegible tenders will be invalidated.

**3.3** The tenderer should mention in the tender his full Postal Address, Mobile No. And e-mail address.

### **4. Tender Fee and Earnest Money Deposit (EMD)**

**i. Tender Fees:** Entire set of Tender documents are made available free of cost.

**ii. Earnest Money Deposit (EMD):**

**i. Mode of Payment:** Earnest Money Deposit (EMD) must be submitted in the form of Bank Draft (BD) / Bankers Cheque (BC) / Deposit Call receipts (DCR) of any scheduled Commercial Bank of India approved under RBI & having branch in the state of West Bengal and drawn in favour of **Executive Engineer, Nadia Irrigation Division** payable at **Krishnagar** Payment in any other form eg: NSC, KVP etc will not be accepted.

### **5. Credential Certificate**

- i.** Completion Certificates (CC) for 100% completed works during the current year and within last five financial years will only be accepted as valid credential.
- ii.** CC should clearly show the name, postal address, (contact Tel. No. and FAX or e-mail ID if issued outside the jurisdiction of the State) of the office and designation of the officer/ authority issuing the CC for the work along with the name of work and amount put to tender (Tender Value). Illegible certificates and those having incomplete information may be rejected.
- iii.** CC of works executed in the Irrigation & Waterways Directorate will be considered. CC of works executed in other Departments of the State Government/ organizations viz. Public Works & Public Works (Roads) Department, Public Health Engineering Department, Sundarban Affair Department and other State Government Departments, Zilla Parishads & Panchayat Samities only within the jurisdiction of the State of West Bengal, WBHIDCO, WBSEDCL, WBSETCL, KMDA, KMW&SA, KMC, Other Municipal Authorities and Bodies, HRBC, Engineering Departments of Union Government and Organizations like Farakka Barrage Project (FBP) Authority, Indian Railways, KoPT and companies owned or managed by the Government of West Bengal, i.e. Mackintosh Burn Ltd., Westinghouse Saxby Farmer Limited & Britannia Engineering Ltd. may also be considered. Such CC are to be issued by an officer/authority not below the rank of Executive Engineer / Divisional Engineer / District Engineer/Project Manager of the State/Union Government Departments/ Organisations; authorised signatories of CC for Panchayat Samities and Municipalities shall be BDO & Ex-officio Executive Officer and Secretary or equivalent administrative officers respectively. It is

desirable to have contact telephone and FAX or e-mail address of the signatory of the CC for all offices outside West Bengal.

Such CC is required to be further countersigned by the immediate superior authority of the issuing authority for all cases outside the State of West Bengal other than if executed direct Union Government Departments /Ministries. Also such certificates when issued in all other States other than those directly of State / Union Government Departments/Ministries and Indian Railways should contain a declaration that the work has been executed to the satisfaction of the concerned Government Organisation and has been declared 100% complete in all respect by the competent authority in the concerned Organisation.

**6. Eligibility criteria**

- i. Monetary value (Amount put to tender without considering contractual rate) of the 100% completed work or gross final bill value (excluding contractual rate) including supplementary/substitute supplementary, as the case may be, thus submitted will be further multiplied by the following factors to take care of the inflationary effect to arrive at the net notional amount.

| Year    | Description                                  | Multiplying factor to arrive at net notional amount |
|---------|--|---|
| Current | -  | 1.00  |
| 1st     | 1 year preceding the current financial year  | 1.08  |
| 2nd     | 2 years preceding the current financial year | 1.16  |
| 3rd     | 3 years preceding the current financial year | 1.26  |
| 4th     | 4 years preceding the current financial year | 1.36  |
| 5th     | 5 years preceding the current financial year | 1.47  |

**Note:** For cases where two contractors/bidders are participating in a tender for a particular work are such that one happens to have worked as a sub-contractor of the other, and both the contractors/bidders submit work credential of having completed the same job either wholly or partly, then in such case the credential of the principal contractor will be considered while that of the sub-contractor will not be taken into consideration for determining the eligibility criteria of the contractor/bidder towards the tender. If the credentials submitted by hitherto contractors/bidders are for different works, then both the work credentials will be considered towards determining the eligibility criteria of the individual contractors/bidders.

**7. Eligibility criteria for participating in more than one tender in a NIT**

- i. Submission of tenders by one single contractor/bidder in excess of 50% of the number of works in any particular NIT will not be considered.
- ii. Normally separate Completion Certificates (CC) of 100% completed works is required to be submitted for participating in separate works under a particular NIT. However CC for one particular work may be considered as eligibility for participation in maximum two numbers of serials of a NIT, provided requisite credential for two such works (to be added arithmetically) satisfies the requirement in all respects out of one such CC.

**8. Penalty for suppression / distortion of facts and withdrawal of L1 tenderer / bidder before acceptance of LOI**

If any contractor/bidder fails to produce all the original hard copies of the documents (especially Completion Certificates), or any other document on demand by the Tender Inviting Authority within a specified time frame or if any deviation is detected in the hard copies from the corresponding uploaded soft copies or if there is any suppression / distortion / falsification noticed/detected/pointed out at any stage of e-tender process prior to the issue of work order, the Tender Inviting Authority will immediately bring the matter to the notice of the Executive Engineer who upon recommending suitable punitive actions against the bidder will place the matter before the concerned Chief Engineer within 15 days of receipt of the complaint from the Tender Inviting Authority and the contractor/bidder may be suspended from participating in all future tenders on the e-Tender platform/ manual tender platform of I&WD as per approval of the Chief Engineer for a maximum period of 3 (Three) years. In addition, his/her EMD will stand forfeited by the Government. The concerned Chief Engineer then will issue the necessary suspension order in writing with intimation to the defaulting contractor/bidder, other Chief Engineers, Central e-Tendering Cell and also the Department. Copy of such suspension order should invariably be communicated to the Nodal Officer, e-Governance Cell of the Department with a request to upload the order in the Departmental website. Besides, the Irrigation & Waterways Department may also take appropriate legal actions including blacklisting of the defaulting contractor/bidder and debarring him/her from participating in any State Govt. tender for a period up to three years. For tenders /e-tenders where such suppression / distortion / falsification is detected at an advanced stage of tender /e-tender processing, the concerned Chief Engineer will be the deciding authority as to what further necessary actions are to be taken regarding the fate of the tender / e-tender.

## **9. Taxes & duties to be borne by the bidder**

Income Tax, VAT, Sales Tax, Royalty, Construction Workers' Welfare Cess, GST and similar other statutory levy / Cess will have to be borne by the contractor/bidder and his/her quoted rate should be quoted accordingly after considering all these charges. Only Service tax, as applicable, if eligible, would be reimbursed as per rules on production of necessary documents.

## **10. Site inspection prior to submission of tender**

Before submitting a tender, the intending contractor/bidder should make themselves acquainted thoroughly with the local conditions prevailing at site of implementation of the work by undertaking field inspections and taking into consideration all probable likely factors and difficulties to be involved in execution of the work as per specification in all respects including transportation of materials, communication facilities, climate conditions, nature of soil, availability of local labourers and market rates prevailing in the locality etc. and no claim whatsoever will be entertained on those accounts afterwards. The contractor/bidder may also contact the office of the **Executive Engineer, Nadia Irrigation Division** in between 11.30 hours to 16.30 hours on any working day, prior to the date of actual submission of bid of e-tender.

## **11. Conditional & incomplete tenders**

Conditional and incomplete tenders are liable to be rejected.

## **12. Opening & evaluation of tenders**

### **12.1 Opening of Tenders**

The tenders will be opened by the Tender Inviting Authority or his/her authorised representative/s. The tenderers are requested to be present at the time when the tenders will be opened and to put their initials in the register of the undersigned as a token of witness.

### **12.4 Tender Accepting Authority (TAA)**

Authority to which the power has been delegated to accept tenders as per latest Departmental Notification will function as the Tender Accepting Authority (TAA). As per present delegation, TAA for different tenders within the range above Rs 0.10 Lakh upto Rs 45.00 Lakh would be as follows:

- i. For e-Tenders of value up to Rs 45.0 lakh (above Rs 5.00 lakh and up to Rs 45.0 lakh): Executive- Engineer, Nadia Irrigation Division, I&W Directorate.
- ii. For off-line tenders of value from Rs 3.0 Lakh up to Rs 5.0 Lakh is to be tendered in a single bid system in off-line mode to be accepted by Executive Engineer, Nadia Irrigation Division, I&W Directorate. [off-line single bid Tenders]
- iii. For tenders of value up to Rs 3.0 Lakh relating to works only, is to be tendered in a single bid system in off-line mode to be accepted by Assistant Engineer ..... Division, I&W Directorate. [off-line single bid system Manual Tenders]

### **12.5 Procedure to be followed for acceptance of tender**

- i. Selection of contractor/bidder should be made on the basis of at least three valid tenders, which shall be opened preferably in presence of their willing agents, if present. If the number of tenders received is less than three, tender would be cancelled and invited afresh.
- ii. The lowest tender for all works is accepted as a rule. If for any reason the lowest tender is not accepted, reference is to be made to the appropriate Government for orders as to which of the contractor /bidder the work should be awarded.
- iii. Maximum 5 % excess beyond 'Tender Value' (Amount put to Tender) may be accepted by the Executive Engineer if at least three valid tenders have been received subject to the overall power of tender acceptance delegated to each level of Technical officers as mentioned in the Department Notification issued from time to time, provided tender value after abatement is within the administratively approved cost. In case of excess over administratively approved amount, proposal for revised administrative approval would have to be submitted to the Government, but acceptance of tender and issue of work order may not be kept pending for want of revised administrative approval.
- iv. Above 5% and up to 10% of the Tender Value can be recommended for acceptance by the Government appointed Departmental Tender Committee (DTC) subject to the conditions that valid tenders should not be less than three and L1 is accepted and tendered amount is within the administratively approved cost. In case of excess over administratively approved amount, revised administrative approval would have to be submitted to the Government but acceptance of tender, and issue of work order may not be kept pending for want of revised administrative approval/revised financial sanction for Non-Plan works.
- v. For acceptance of e-tenders above 10% of the Tender Value (Amount put to tender), upon specific recommendation of the DTC as mentioned at clause 12.5 (iv) above, with that of the Department shall have to be sent to the Finance Department.

- vi. If the response to an e-Tender is less than three, then Tender should be invited afresh. Such Re-Tender notice shall be published in widely circulated dailies as per guidelines and also through e-Tender web portals. Prior to invitation of Re-Tender / fresh Tender, the eligibility criteria and other terms & conditions as contained in the first 'Notice Inviting e-Tender' (NIT) shall have to be reviewed by the Tender Inviting Authority, to ascertain whether (i) it was too much restrictive, say, specifications and qualifications were fixed at higher standards than required, (ii) advertisements in the widely circulated Newspapers were properly published and (iii) other related procedural matters were observed in its entirety.
- vii. Even if, after taking appropriate steps in regard to relaxation of criteria to the extent as decided by the Executive Engineer and also wider publicity of 2<sup>nd</sup> tender in widely circulated dailies and through web-site, the response to the Re-Tender is still less than three, that tender may be accepted. In terms of Delegation of Financial Power Notification of the Department bearing No. 05-(W)/2015-16 dated 20.11.2015, provided the rates do not exceed the schedule rates (SoR) beyond 5% in case of works estimate and the tendered value is within administratively approved cost/sanctioned cost. The same procedure is to be followed for obtaining revised administrative approval/revised financial sanction, stated at clause 12.5 (iii) above, would also be applicable here. Otherwise such cases should be referred to the appropriate Government with the recommendation of the DTC for decision.

### **13. Acceptance of Tender**

The acceptance of the tender will rest with the Superintending Engineer, North Irrigation Circle – II, Berhampore, Murshidabad or the Executive Engineer, Nadia Irrigation Division or the as the case may be who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all of the tenders received without assignment of a reason thereof whatsoever. All tenders in which any of the prescribed conditions are not fulfilled will be rejected. The Tender Accepting Authority reserves the right to distribute the work amongst more than one contractor/bidder with same rate.

### **14. Execution of Formal Contract agreement after acceptance of Tender**

The contractor/bidder, whose bid is approved for acceptance shall within 7 days of issuance of Letter of Invitation (LOI) to him/her, needs to execute a 'Formal Tender Contract/Agreement' with the Executive Engineer in quadruplicate in W.B.F No. 2911(i) and other tender documents. During executing the 'Formal Contract/Agreement', the successful contractor/bidder will be provided all the tender documents free of cost.

### **15. Payment against bills raised by the contractor**

The payment of Running Account as well as final bill for any work based on progress and performance will be made according to availability of fund and no claim due to delay in payment will be entertained.

### **16. Bid Validity**

The tender will be normally valid for **120 days** from the date of opening of the tender. However, extension of bid validity may be suitably considered by the TIA, if required, subject to written confirmation of the contractor/bidder (s) to that effect.

### **17. Definition of Physical Milestones:**

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor, and which shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence. Time being deemed to be the essence of contract on the part of the contractor; the contractor shall be bound in all cases, to achieve the 'Milestones' as specified in this NIT into various 'Identifiable and quantifiable construction related stages' pertaining to the work. In the event of the contractor failing to comply with any of the conditions related to achieving the 'Milestones' within the specified time period prescribed for such 'Milestone' plus one month, he/she shall be liable to pay compensation.

If the contractor fails to commence and/or maintain required progress viz. Milestones defined in the e-Notice Inviting Tender over the total time allotted for its full completion and fails to complete the work and clear the site on or before the end of contract period or extended date of completion, he/she shall, without prejudice to any other rights or remedy available under the law on account of such breach, pay as agreed compensation to the implementing Department. This will also apply to items or group of items for which a separate period of completion has been specified.

### **18. Withdrawal of Tender**

Withdrawal of tender/bid once the tender / bid has been submitted in tender box is not allowed. EMD will be forfeited by the Government and the bidder/contractor penalised in terms of Clause 8 referred earlier would be applicable.

### **19. Additional Performance Security**

The "Additional Performance Security" shall be obtained from the successful L1 tenderer / bidder, if the accepted bid value is below 20% of the estimated amount put to tender.

This Additional Performance Security shall be equal to 10% of the tendered amount i.e. the L1 bid price.

The Additional Performance Security shall have to be submitted by the selected bidder after

issuance of letter of Acceptance / Letter of invitation (LOA / LOI) and before Award of Contract (AoC) in the form of "Bank Guarantee" of any Scheduled Bank, payable at Kolkata or / in West Bengal, as per enclosed format (Annexure). If the bidder fails to submit the Additional Performance Security within seven working days from the date of issuance of LoA/Lol, its Earnest Money Deposit (EMD) will be summarily forfeited.

The said Bank Guarantee (BG) shall have to be valid up till the end of the contract – Agreement period including extended time period till 100% physical completion of work in all respects and shall be renewed accordingly if required. The said Bank Guarantee shall remain in custody of the DDO & Executive Engineer in – charge of the work, which shall be returned to the bidder / Contractor immediately after successful physical completion of the work as per contract.

If the bidder fails to complete the work successfully, this Additional Performance Security shall be forfeited at any time during the pendency of the contract period after serving suitable notice to the contractor/ bidder agency.

Necessary provisions regarding deduction of security deposit from progressive bills of the contractor in respect of the tendered work shall be governed as per relevant clauses of the tender contract – Agreement which will in no way be affected / altered due to this Additional Performance Security.

**TIA:** Tender Inviting Authority (~~Assistant Engineer~~/Executive Engineer)

**TAA:** Tender Accepting Authority (Executive Engineer, Nadia Irrigation Division)

### **Additional Terms & Conditions**

1. Executive Engineer of the concerned Division is the Engineer-in-Charge in respect of the contract and all correspondences concerning rates, claims, change in specifications and/or design and similar important matters will be valid only if accepted/recommended by the Engineer-in-Charge. If any correspondence of above tender is made with officers other than the Engineer-in-charge for speedy execution of work, the same will not be valid unless copies are sent to the Engineer-in-Charge and approved by him. Instructions given by the Sub-Divisional Officer/Assistant Engineer and the Section Officer/Junior Engineer on behalf of the Engineer-in-Charge shall also be valid (who have been authorised to carry out the work on behalf of the Engineer-in-Charge) regarding specification, supervision, approval of materials and workmanship. In case of any dispute, the decision of Engineer-in-Charge shall be final and binding.
2. Acceptance of the e-tender including the right to distribute the total work between two or amongst more than two contractors/bidders will rest with the Engineer-in-Charge without assigning reason to the contractors/bidders thereof. The Executive Engineer as the accepting authority reserves the right to reject any or all tenders without assigning any reason thereof.
3. The contractors/bidders shall have to comply with the provisions of (a) Contract labour (Regulation & Abolition) Rules, 1970 and its revision (b) Minimum Wages Act 1948 and its amendments, or the modifications thereof or any other laws relating thereto enforced by the appropriate Government from time to time.
4. Engineer -in-Charge shall not entertain any claim whatsoever from the contractors/bidders regarding payment of compensation on account of idle labour on such grounds including non-possession of land in the working zone.
5. Engineer-in-Charge shall not be held liable by the contractor/bidder for any compensation claim due to machines becoming idle, for any circumstances including untimely rains, other natural calamities, strikes etc.
6. Imposition of any duty / tax / royalty etc after work order / commencement and before final completion of the work is to be borne by the contractor/bidder. Original challan of those materials, which are procured by the bidder, may be asked to be submitted for verification if required. However, service tax if eligible would be reimbursed to the contractor/bidder as per rules.
7. Cess @ 1% of the cost of construction works shall be deducted from the Gross value of all works Bill in terms of Finance Department order. Also it is instructed to compulsorily register his/her establishment under the Act, under the competent registering authority, i.e. Assistant Labour Commissioner / Dy. Labour Commissioner of the region for disbursing PF and ESI benefits of workers.
8. No mobilization / secured advance will be allowed unless specified otherwise in the contract.
9. VAT/Sales Tax, Cess, Royalty of sand, stone chips, stone metal/ gravels, boulders, forest products, Toll Tax, Income Tax, Ferry Charges and other Local Taxes if any, are to be paid by the contractor/ bidder. No extra payment will be made as reimbursement or compensation for the above. The rates of supply of finished work items are inclusive of these taxes and charges.
10. All working tools & plants, scaffolding, construction of vats & platforms arrangement of Labour camps shall have to be arranged by the contractor at his/her own cost.
11. The contractor shall arrange for supply of mazdoors, bamboo, ropes, pegs, flags etc. for taking/ layout for the work and for giving and checking measurements by the Engineer-in-Charge or any other Department officer assigned by him / her for which no extra payment claim will be entertained.
12. The contractor should thoroughly scrutinise the site of work and relevant tender documents, drawings etc. before submitting the e-tender and satisfy himself/herself regarding the conditions and nature of works and ascertain the

- difficulties that might be encountered during execution of the work, carrying of materials to the site of work, availability of drinking water and other human requirements including safety and security etc. Works on river banks may be interrupted due to various unforeseen reasons e.g. sudden rise in water level, inundation of site caused by flood, inaccessibility of working site for carriage and transportation of materials. Engineer-in Charge may instruct the contractor to suspend work that may be subjected to damage due to extremely adverse weather/climatic conditions and no claim will be entertained on this account. There may be variations in alignment, height of embankment or depth of cutting, location of revetment, structures etc. due to change of topography, river conditions and local requirements etc. from the approved work estimate during actual execution of the scheme. For all such modifications or alterations, the tendered rate and contract will remain valid. The contractor will not be entitled to any additional financial claims or extra rates on any of these accounts.
13. A machine page numbered Site Order book (with triplicate copy of every page) will have to be maintained at site by the contractor and the same has to be issued by the Engineer-in-Charge before commencement of work at site. Instructions issued by the inspecting engineer officers not below the rank of Assistant Engineer will be recorded in this site order book and the contractor must note down and comply the same at the earliest.
  14. The work will have to be completed within the time period as mentioned in the NIT/e-NIT. A suitable work programme based on time period allowed for completion of work as per tender is required to be submitted by the contractor within 7(seven) days from the date of receipt of work order which should satisfy the time limit assigned for completion. Contractor should inform in writing the name of his authorized representative/s who are to remain present at site daily during work execution to receive instructions relating to the work, sign measurement book & bills and other Govt. papers etc on the basis of Power of Attorney conferred within 7 (seven) days from the date of receipt of work order, if not done earlier.
  15. No compensation is payable for idle labour, contractor's establishment charges or on account of reasons such as variations in price indices/escalation cost etc.
  16. All sort of precautions should be taken for the safety of the work force deployed by the contractor and also others at worksite as per safety rules as is enforced by appropriate authority. The contractor will remain liable towards payment of compensation in accordance with the Workman's' Compensation Act etc for the labourers engaged and should deal to settle such cases promptly. Proper road signs as per P.W.D. practice will have to be erected by the contractor at his own cost while operating on or near public thoroughfares.
  17. The contractor will have to maintain technically qualified employees and/or apprentices at site as per prevailing Apprentice Act or as stipulated in the contract.
  18. The contractor will have to accept the work programme as per modification and priority of work as fixed by the Engineer-in-Charge so that most vulnerable reach and/or critical items are completed before the due date for arrival of monsoon or rise of water level or for any other suitable reason/s.
  19. Quantity of various items of work mentioned in the tender schedule or in work order is only tentative. During actual execution, these tendered items may vary, even substantially. Payment will be made on the basis of quantum of work actually done in different items and as per specification and no claim will be entertained for reduction of quantities in some items or due to omission of some tendered items. For execution of quantitative excess in any item beyond 10% or supplementary works, approval of the Superintending Engineer / Chief Engineer Government in the Irrigation & Waterways Department would be required depending on who ever is the Tender Accepting Authority and financial involvement thereof, before making any excess and /or supplementary item work payment.
  20. In order to cope up with the present system of e-billing, supply of departmental materials is not encouraged. However, such materials may be issued to the contractor/agency to the extent of requirement, subject to availability, as assessed and following the Treasury system of accounting procedures and in instalments as may be suitably decided by the Engineer-in-Charge. Issuance of materials may be of three categories.
    - a) Materials issued directly to the work subject to its recovery from bills.
    - b) Materials issued from departmental Godown subject to its recovery from bills.
    - c) Materials issued free of cost.
  21. Any construction materials brought to work site by the contractor must be approved by the Engineer-in-Charge. Materials rejected must be removed by the contractor from work site at his own cost within 24 hrs of issue of the order to that effect. The rates in the schedule are inclusive of cost and carriage of all materials to worksite. The materials will have to be supplied in phases with due intimation to the Sub-Divisional Officer/Assistant Engineer concerned, in conformity with the progress of the work. For special type of materials, i.e. Geo Synthetic Bags, HDPE Bags, Geo- Textile Filters, Geo-jute Filters etc. if any, relevant data sheets containing the name of the manufacturers, test report etc. are also to be submitted on each occasion. Engineer-in-Charge may conduct independent tests of all construction materials on the samples drawn randomly before accordance of approval for using these materials for the work. In this regard decision of Engineer-in-Charge is final and binding.
  22. For materials under category 20 (a), (b) & (c), the contractor will act as the custodian thereof. The construction materials will have to be carried from the departmental godown to the worksite by the contractor at his own cost. The contractor shall remain responsible for proper storage & safety of the materials. Suitable godowns/ Stores shall have to be made by the contractor at his/her own cost. Penalty charges shall be levied at higher rates for loss, wastage, misuse. Surplus departmentally issued materials if any, shall have to be returned in the godown or store maintained by the Engineer-in-charge at the contractor's cost within the time frame as fixed by Engineer-in-Charge. Otherwise, the cost at penal rates will be recovered from the bill. Indent for departmental materials shall be submitted by the contractor to the S.D.O/AE at least 7 days in advance of actual requirement. No claim will be entertained for non-issuance of such materials on time, but reasonable extension of time will be granted. All materials, whatever be its category thereof, shall be properly stored by the contractor in suitably maintained godowns near the site of work at his own cost & under no circumstances whatsoever shall any material be removed from the site of work without prior written permission of the Engineer-in-Charge. The contractor shall be responsible for any damage or loss of such materials.

23. The contractor shall also have to satisfy the Engineer-in-Charge regarding proper utilization of materials which have been issued departmentally.
24. Value of the materials, under category (a) & (b) of Rule 20, will be recovered from the progressive bills of the contractor in one or successive instalments as may be decided by the Engineer-in-Charge.
25. Requisite quantity of cement as may be required for the work will be supplied from the nearest departmental godown, if stock permits. The issue rate of cement is shown in the Schedule of materials attached with the tender. Excess consumption of cement by more than 5% over the final consumption statement drawn up as per consumption rate specified in the Schedule included in the tender will be recovered at a penal rate shown in schedule.
26. Steel reinforcement rods/MS Sheet Piles/Bitumen will be issued if stock permits from the nearest Departmental godown where such material is available in marketable length/quantity. While issuing the same, for any particular work, the quantity actually required as per approved drawing shall only be issued. It will be responsibility of the Contractor as well as the Engineer-in-Charge to get this quantity properly utilized in the work. Cut pieces, if any, will not be taken back by the Department. Recovery for the total quantum of steel rods issued will be made at the issue rate shown in the Schedule. In case of use over +10%, deduction will be made at a penal rate shown in the Schedule. This whole principle shall apply in case of other M.S materials like sheet piles and structural steel members as well.
27. All quarries and disputes arising out of the works tender contract is to be brought to the notice of Chairman of the Departmental Dispute Redressal Committee in writing for decision within 15 days.

**SCHEDULE OF MATERIALS TO BE SUPPLIED DEPARTMENTALLY AND THEIR CORRESPONDING RECOVERY RATES**

| Sl. No | Name of material Issued departmentally                      | Issue rate (in Rs) | Unit | Penal recovery rate for loss / misuse / wastage ( if not mentioned otherwise in the SoR ) | Place of delivery   |
|--------|---|--------------------|------|---|---------------------|
| 01     | Cement  | /-                 | MT   | 2 (Two) times issue rate  | Departmental godown |
| 02     | Steel reinforcement rods/structural steel members/M.S piles | /-                 | MT   | 2 (Two) times issue rate  | -do-                |
| 03     | Bitumen   | ---                | MT   | 2 (Two) times issue rate  | -do-                |

(Sd)  
**Executive Engineer**  
**Nadia Irrigation Division,**  
**Irrigation & Waterways Directorate**

**FORM – 4**

**Declaration against Common Interest**

*(To be typed in company/organisation letter head, scanned and uploaded)*

**Ref:- NIT No. \_\_\_\_\_/EE/NID of 2017-18, SL No. \_\_\_\_\_**

I/We, Sri/Smt. \_\_\_\_\_, the authorized signatory on behalf of  
 ..... do hereby affirm that I/We/any  
 of the member of ..... bidding against NIT No.  
 ..... Sl. No. .... do not have any common  
 interest either as a partner on any partnership firm / consortium as a Proprietor / Owner of any  
 other firm in the same serial for the work I / we want to participate.

Date:

\_\_\_\_\_  
 Signature of contractor/bidder  
 with official seal if any



**Annexure**

Specimen Format For The Bank Guarantee For **Additional Performance Security Deposit**

To  
The Executive Engineer,  
Nadia Irrigation Division  
Krishnagar, Nadia – 741101

WHEREAS (name and address of Contractor) (hereafter called “the Contractor”)  
Has undertaken, in pursuance of Contract No: dated to execute (name  
Of the Contract and brief description of Works) ( hereinafter called “the Contractor”).

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

AND WHEREAS we (Indicate the name of the bank and branch) have agreed to give the Contractor such a Bank Guarantee:

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

We (indicate the name of the bank and branch) hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We (indicate the name of the bank and branch) further agree to pay to you any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present absolute and unequivocal.

The payment / so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

We (indicate the name of the bank and branch) further agree that no change or addition to or other modification of the terms of the Contract or of the works to be performed there under or of any of the contract documents which may be made between you and the contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

We (indicate the name of the bank and branch) lastly undertake not to revoke this guarantee except with the previous consent of you in writing.

This guarantee shall be valid upto \_\_\_\_\_. It come into force with immediate effect and shall remain in force and valid for a period upto the time of completion of the work under the stated contract plus claim period of six months for the Bank Guarantee. Notwithstanding, anything mentioned above, our liability against this guarantee is restricted to Rs (Rupees ) and unless a claim in writing is lodged with us within the validity period, i.e. upto ..... of this guarantee all our liabilities under this guarantee shall cease to exist.

Signed and sealed this day of 20 at

**SIGNED, SEALED AND DELIVERED**

For and on behalf of the Bank by :  
(Signature)  
(Name)  
(Designation)  
(Code Number)  
(Address)

**NOTES :**

1 ) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.  
The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch (within West Bengal only to be accepted) should be mentioned on the covering letter of issuing Branch.

Copy forwarded for favour of information and further circulation to the:-

- 1) Director of Personnel & Ex-Officio Chief Engineer, Irrigation & Waterways Directorate, Jalsampad, Bhawan, Salt Lake City, Kolkata – 91.
- 2) Chief Engineer (North), Irrigation & Waterways Directorate, Malda.
- 3) Superintending Engineer, North Irrigation Circle – II, Berhampur, Murshidabad.
- 4) Sabhadhipati, Nadia Zilla Parishad, Krishnagar.
- 5) District Magistrate, Nadia.
- 6) Superintendent of Police, Nadia.
- 7) Executive Engineer, Metropolitan Drainage Division – II, I & W Dte., Jalsampad Bhawan, Salt Lake City, Kolkata - 91.
- 8) Executive Engineer, Howrah Irrigation Division, 11 A Mirza Galib Street, Kolkata - 91.
- 9) Executive Engineer, Berhampur Irrigation Division, Berhampur, Murshidabad.
- 10) Executive Engineer, Ganga Anti Erosion Division No. – I & II, Berhampur, Murshidabad.
- 11) Executive Engineer, DVC Study Cell, Jalsampad Bhawan, Salt Lake City, Kolkata -91 with request to publish the notice on Departmental website.
- 12) Sub-Divisional Officer, Krishnagar / Debagram / Ranaghat Irrigation Sub-Division.
- 13) District Informatics Officer, NIC, Krishnagar with request to publish the notice on official website of Nadia District.
- 14) District Information Officer, Krishnagar, Nadia.
- 15) Inspector-in-Charge, Kotwali P.S., Krishnagar.
- 16) Notice Board / Estimating Branch / Accounts Section of Nadia Irrigation Division.
- 17) Office Copy.

**Executive Engineer  
Nadia Irrigation Division  
Krishnagar**

**Government of West Bengal**  
**Office of the Executive Engineer**  
**Nadia Irrigation Division**  
**College Street, Jalangi Bhawan, Krishnagar, Nadia**

SHORT NOTICE INVITING TENDER No. 01/EE/NID OF 2017-18  
Circulated vide Memo No. 1250 (22) Dated :- 16/08/2017

1. Last date receiving application for tender paper : 21/08/2017 upto 5:30 PM
2. Last Date of issuing Tender : 22/08/2017 upto 5:30 PM
3. Last date and time of dropping tender : 23/08/2017 upto 4:30 PM
4. Date and time for opening of Tender : 23/08/2017 at 5:00 PM

**LIST OF WORK**

| S.N. | Name of Work  | Amount put to tender | E.M.D.        | Time Allowed for completion of work | Source of Fund                      | Eligibility Criteria  |
|------|---|----------------------|---------------|-------------------------------------|-------------------------------------|---|
| 1.   | Emergent Palliative Protection work to the eroding left bank of river Bhagirathi at D/S of Max Brick Field, Shrirampore, mouza 9 no. Saguna for a length of 150.00 M from Ch 0.00 M to 150.00 M at GP Gayespur, Block & PS Santipur Dist. Nadia under Ranghat Irrigation Sub-Division of Nadia Irrigation Division.   | Rs. 9,54,510.00      | Rs. 19,090.00 | 7 days                              | SDRF / PLAN MAINTENANCE/ NON - PLAN | Bona fide contractors/bidders having credential of execution of similar nature of work of value 50% of the amount put to tender (tender value) within the last 5 years on the date of publishing of NIT |
| 2.   | Emergent Palliative Protection work to the eroding left bank of river Bhagirathi at D/S of Max Brick Field, Shrirampore, mouza 9 no. Saguna for a length of 150.00 M from Ch 150.00 M to 300.00 M at GP Gayespur, Block & PS Santipur Dist. Nadia under Ranghat Irrigation Sub-Division of Nadia Irrigation Division. | Rs. 9,54,510.00      | Rs. 19,090.00 | 7 days                              | SDRF / PLAN MAINTENANCE/ NON - PLAN | Bona fide contractors/bidders having credential of execution of similar nature of work of value 50% of the amount put to tender (tender value) within the last 5 years on the date of publishing of NIT |
| 3.   | Emergent Palliative Protection work to the eroding left bank of river Bhagirathi at U/S of Kali Mandir, Mathpara, Mouza Beharia for a length of 100.00 M from Ch. 0.00 to 100.00 at G.P. Belghoria II Block & P.S. Santipur Dist. Nadia under Ranghat Irrigation Sub-Division of Nadia Irrigation Division.           | Rs. 9,57,456.00      | Rs. 19,149.00 | 7 days                              | SDRF / PLAN MAINTENANCE/ NON - PLAN | Bona fide contractors/bidders having credential of execution of similar nature of work of value 50% of the amount put to tender (tender value) within the last 5 years on the date of publishing of NIT |
| 4.   | Emergent Palliative Protection work to the eroding left bank of river Bhagirathi at U/S of Kali Mandir, Mathpara, Mouza Beharia for a length of 100.00 M from Ch. 100.00 to 200.00 at G.P. Belghoria II Block & P.S. Santipur Dist. Nadia under Ranghat Irrigation Sub-Division of Nadia Irrigation Division.         | Rs. 9,57,456.00      | Rs. 19,149.00 | 7 days                              | SDRF / PLAN MAINTENANCE/ NON - PLAN | Bona fide contractors/bidders having credential of execution of similar nature of work of value 50% of the amount put to tender (tender value) within the last 5 years on the date of publishing of NIT |

Executive Engineer  
Nadia Irrigation Division