

## Enclosure-I

(Latest modified NIT 'Standard Format' for works of 'Tender Value' (Amount Put to Tender) up to ₹ 5.0 lakh)



**Government of West Bengal**  
**Irrigation & Waterways Directorate**  
**Office of the Executive Engineer**  
**SUBARNAREKHA BARRAGE DIVISION**  
**KHASJUNGLE, ABAS, PASCHIM MEDINIPUR**  
**Telephone No. & Fax No: 03222-275395**

Memo No:- EE/SBD/411

Dated:- 14.09.17

### NOTICE INVITING TENDER

**N.I.T No – WBIW / EE /SBD / NIT-02 / 2017-18**

Separate tenders are being invited by the *Executive Engineer, Subarnarekha Barrage Division, Khasjungle, Abas, Paschim Medinipur Irrigation & Waterways Directorate*, on behalf of the Governor of West Bengal, through off line tender for the works mentioned in the list given in next page from eligible and resourceful contractors/bidders having sufficient credential and financial capability for execution of works of similar nature.

Intending contractors/bidders desirous of participating in the off line tender are to download and print the uploaded 2911 Form, NIT & Tender schedule of work (BOQ), Drawings etc from website [www.wbiwd.gov.in](http://www.wbiwd.gov.in) (the official website of Irrigation & Waterways Department) which is the only mode of free availability of tender documents.

Contractor/Bidder has to apply with credential along with 2911 Form, NIT, BOQ prepared on the basis of SoR etc for technical evaluation and issue of Tender Form within the due date & time published in the tender. No Tender without proper issue & signature of Tender Inviting Authority will be entertained while opening the Tender. Only those Tenders will be considered which are duly issued & signed by the Tender Inviting Authority along with requisite Earnest Money. Date & Time for Application, Issue, Submission and Dropping of tender are enumerated in clause-16 of NIT. Schedule of works will be available in the Website.

The intending bidder/contractor 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 bids for the work only if they fulfill the minimum eligibility criteria and are in possession of all the required documents.

All information consisting of NIT and related documents, WB Form 2911, Bill of Quantities (BOQ), corrigenda / addenda, drawings, SOR etc. if any, shall form the part of tender document.

LIST OF WORKS

**N.I.T No – WBIW / EE / SBD / NIT-02 / 2017-18**

Sl. No.	Name of Work/Scheme/Project	Amount put to Tender (Tender Value) (Rs.)	Earnest Money Deposit (Rs.)	Time allowed for completion (in days)	Source of fund	Minimum eligibility of the contractor/bidder for participating in the tender
1	2	3	4	5	6	7
1	Maintenance and repair of Type -III residential quarter (Specially roof treatment & exterior work) at Subarnareka barrage project colony campus under Subarnarekha barrage division. Khasjungle,Abas,Paschim Medinipur.	4,19,664.00	8,393.00	60 days	NP	Bona fide contractors/bidders having credential of execution of similar nature of work of value 30% of the amount put to tender (tender value) within the last 5 years on the date of publishing of NIT
2	Maintenance and repair of Type -IV residential quarter (Specially roof treatment & exterior work) at Subarnareka barrage project colony campus under Subarnarekha barrage division,Khasjungle,Abas,Paschim Medinipur.	3,07,522.00	6,150.00	60 days	NP	Bona fide contractors/bidders having credential of execution of similar nature of work of value 30% of the amount put to tender (tender value) within the last 5 years on the date of publishing of NIT
3	Maintenance and repair of Type -VI residential quarter (Specially roof treatment & exterior work) at Subarnareka barrage project colony campus under Subarnarekha barrage division. Khasjungle,Abas,Paschim Medinipur.	3,80,958.00	7,619.00	60 days	NP	Bona fide contractors/bidders having credential of execution of similar nature of work of value 30% of the amount put to tender (tender value) within the last 5 years on the date of publishing of NIT

**[Sd/- S.N.Hait]**  
**Executive Engineer**  
**Subarnarekha Barrage Division**  
**Khasjungle,Abas,Paschim Medinipur**

(General Terms & Conditions for tenders having 'Tender value' up to Rs 5.0 Lakh )

## **1. Eligibility for participation**

Bona fide contractors/bidders, 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 works are eligible to participate depending on the criteria as laid down below 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 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 tender**

Bids are to be submitted off-line as stated earlier. Contractors/bidders are required to download the entire set of tender documents along with other related documents as asked for in the tender notice(NIT) circulated through the above website within the stipulated date and time.

### **3.2 Technical Proposal**

Technical Proposal should contain copies of documents and/or declarations in the following standardised format.

#### **A. Technical File containing:**

- i. Application for Tender (*vide Form-1*)
- ii. Tender Form No. 2911(i)/(ii)
- iii. Notice Inviting Tender (NIT)
- iv. Earnest Money Deposit (EMD) of the originals in the form as detailed under clause 4(ii) towards EMD as prescribed in the NIT against each serial of work
- v. Declaration of not having common interest in the same serial (*vide Form-2*).
- vi. Drawing/s if any.
- vii. Addenda/Corrigenda
- viii. Credential/ Payment Certificate/Completion Certificate/ST/IT/PT
- ix. Declaration on antecedents and performance (*vide Form-5*).
- x. specimen format for the bank guarantee for additional performance security deposit(*vide Form-6*).

**NOTES:** i. *Contractors/bidders are to keep track in the Department website/ Office Notice Board for all the Addenda and Corrigenda published for a particular tender and submission of application without Addendum/Corrigendum are liable to be treated as informal and thereby rejected.*

ii. *Tender will be summarily rejected if any item in the statutory cover is found missing.*

**B. My Document containing:**

**My Document Format [OID]**

Sl. No.	Folder name	File description	Details	Remarks if any
A	Certificates	Certificates .PT Certificates .PAN certificates. VAT certificates IT	<ol style="list-style-type: none"> <li>1. Latest Professional Tax Payment Certificate (PTPC) or PT payment challan for current financial year</li> <li>2. Valid PAN Card</li> <li>3. Valid GST Identification number (GSTIN) document under the relevant GST Acts &amp; Rules of State Govt</li> <li>4. Latest I.T Return Receipt</li> </ol>	
B	Company Details	Company details. Company details.	<ol style="list-style-type: none"> <li>1. Proprietorship Firms (Trade Licence)</li> <li>2. Partnership Firms (Partnership Deed, Trade-Licence, Form-VIII or Memorandum of Registration)</li> <li>3. Limited Companies (Incorporation Certificate, Trade-Licence, Memorandum of Articles)</li> <li>4. Registered Co-operative Societies (Society Registration Certificate, Trade Licence and By-laws, Documents showing latest office-bearers)</li> <li>5. Consortiums (Form-VIII) or Memorandum and Undertaking.</li> </ol>	
C	Credential	Credential Credential	<ol style="list-style-type: none"> <li>1. BOQ duly authenticated by issuing authority and work order.</li> <li>2. 100% completion certificate for completed work, or</li> <li>3. Gross bill of 100% completed work including excess and supplementary items not covered in original BOQ.</li> </ol>	
D	Financial Info	Payment certificate	Payment certificate of 100% completed work issued by competent authority or any other related financial information	



\* OID denotes Other Important Documents.

**C. i. Certificate/s: comprising the following:**

- a. a. Professional Tax Payment Certificate (PTPC) or the PT payment challan/ receipt for current financial year/Waiver Order of competent authority in other States as applicable.
- b. Valid PAN Card of the bidder/s are required;
- c. Valid 15 digit Goods and Service Tax payer Identification Number (GSTIN) as per GST Act, 2017 & Rules made compulsory by Finance Department, GoWB irrespective of financial Turn Over of bidders
- d. Latest authenticated Income Tax Return for current financial year or immediate preceding financial year of bidder.

**ii. Company Details :comprising the following:**

- a. Deed of Consortium/Partnership firm, and documents for their registration in the form of certified copy of 'Form No. VIII,' issued under the Indian Partnership Act, 1932 (Act-IX of 1932) by the Registrar of Firms, West Bengal having their registered office at P-15 India- Exchange Place, Todi-Mansion, 10th Floor, Kolkata 700001.

In case a contractor/bidder is yet to receive Form No. VIII, a “Memorandum” issued from the above office may also be accepted. However, consortiums submitting the Memorandum are also required to submit an undertaking in plain paper along with their application in Forms 1 & 2 and submit its Xerox copies pledging that “Copy of Form No. VIII would be submitted to the Tender Inviting Authority before receiving final payment, in case found to be the lowest bidder L1 and the work is awarded in its favour. Any change in the constituent of the Consortium/Partnership Firm should also be intimated to the office of the Registrar of Firms, Kolkata prior to submission of application in the tender and a certified copy of the revised Form No. VIII showing changes in its constituents are required to be submitted. If the Consortium is yet to receive a certified copy of the revised Form No. VIII, it would be required to submit the aforesaid undertaking off-line along with the application.

ii. Company Details (for Registered Co-op Societies only) :

- a. Society Registration certificate from ARCS and Bye-Laws for Cooperative Societies.
- b. Trade Licence for Proprietorship Firms/Partnership Firms.
- c. Memorandum of Articles for Limited Companies.
- d. Any other documents showing names and signatures of latest elected office bearers.

iii. Credential: Xerox copies of work credential issued in favour of the contractor/bidder as detailed under clause (5) later. Bill of Quantities (BOQ) duly authenticated by the competent authority along with work order is to be submitted under ‘OID’ cover. In case of execution of supplementary/substitute supplementary having value more than 30% of the BOQ, final gross value of bill (without contractual rate) including such supplementary/substitute supplementary may be considered in lieu of the original BOQ and scanned and authenticated copy of the Bill shall be submitted.

iv. Others: Any other document found necessary.

*Note : Failure of submission of any of the above mentioned documents will render the tender liable to summarily rejection.*

### 3.3 Financial Proposal

The financial bid should contain the following documents:

- i. Bill of Quantities (BOQ): The contractor/bidder is required to quote the rate as percentage above or below tender value ( BOQ) off-line in the space marked for quoting rate in the 2911 Form. and BOQ (*only downloaded copy of the above documents are required to be submitted by the contractor/bidder which shall be duly issued and signed by the Tender Inviting Authority*)

**Notes:**

- a. *BOQ without a valid numeric rate at the designated space provided in the BOQ will be rejected outright. Contractors/bidders willing to quote “at-par” rate shall need to write at-par in the ‘space’ provided for rates in the BOQ.*
- b. *In cases where BOQ has been changed by the Tender Inviting Authority by way of addendum/corrigendum, contractors/bidders are required to submit the revised BOQ.*

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

- i. **Tender Fees**: Entire set of Tender document is made available free of any cost through the State Government Departmental website [www.wbiwd.gov.in](http://www.wbiwd.gov.in) . In case of off-line tenders having tender value below ₹ 5.00 lakh, tender documents are available free of cost and also made available in the Departmental website [www.wbiwd.gov.in](http://www.wbiwd.gov.in) . Cost of tender documents shall not be charged even during execution of formal tender agreements. However, the contractors/bidders may wherever necessary be charged suitably for asking additional multiple copies of drawings, specifications, Schedule of Rates of the Circle/PWD (SoR) etc. and such fee may be suitably determined by the Tender Inviting Authority as per norms. PWD SoR is available in PWD Website.
- ii. **Earnest Money Deposit (EMD)**: Earnest Money Deposit (EMD) must presently be submitted in the form of Bank Draft (BD) / Bankers Cheque (BC) / Deposit Call Receipt (DCR) of any scheduled Commercial Bank in India approved by RBI & having a branch in West Bengal which is to be drawn in favour of **Executive Engineer, Subarnarekha Barrage Division , payable at Midnapore.**

Payment in any other forms viz. NSC, KVP, cheques etc will not be accepted.

EMD shall be collected only in original copy for instruments like Bankers Cheque/Bank Draft/ Deposit Call Receipt etc.

- . Labour Co-operative Societies and State Government Enterprises viz. Mackintosh Burn Limited, Westinghouse Saxby Farmer Limited and Britannia Engineering Limited are fully exempted from payment of EMD against tenders of the State Government. These societies/Enterprises, if selected through open offline tenders will however have to furnish requisite Security Deposits (SD) 5% for performance of the work.
- iii. The EMD will be submitted to the Government Revenue Receipt head “8443-00-108-004-07” ( 67) through TR-7, once the EMD of the L1 bidder is considered and EMD of unsuccessful bidders will be refunded by Tender Inviting Authority.

**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 other than direct Union Government Departments /Ministries outside the State of West Bengal. 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
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## **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**

If any contractor/bidder fails to produce all the original hard copies of the documents (especially Completion Certificates and audited balance sheets), 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 original copies or if there is any suppression / distortion / falsification noticed/detected/pointed out at any stage of 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 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 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 where such suppression / distortion / falsification is detected at an advanced stage of 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.

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

In view of introduction of GST with effect from 01.7.2017, all the bidders intending to participate in this tender should offer their financial bids inclusive of GST applicable for entire composite works/Procurement of goods & services, labour intensive component contained in the BOQ. Income Tax, Royalty, GST (CGST, SGST, IGST), Construction Workers' Welfare Cess, Labour Insurances 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, and no separate payment towards any of the statutory taxes shall be made by the implementing authority.

## **10. Site inspection before 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 Tender Inviting Authority in between 11.30 hours to 16.30 hours on any working day, prior to the date of actual submission of bid of tender.

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

Conditional and incomplete tenders are liable to be summarily rejected. Tender submitted through Fax/ e-mail/ by post are liable to be rejected.

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

## 12.1 Opening of Tender Proposal

All works up to tender value of Rs 5.00 lakh shall be awarded through open tenders without reservation for any particular class of contractors/bidders. Notices for open off-line tenders for each tender value below Rs 5.00 lakh shall include such clauses as is notified by the Department from time to time.

Tender will be opened by the Tender Inviting Authority or his authorised representative on due date and time in presence of intending Tenderer.

Intending contractors/bidders may remain present if they so desire.

## 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) for evaluation of technical and financial proposals of works having tender value within his/her range of acceptance. As per present delegation, TAA for different tenders within the range above Rs 0.10 Lakh up to Rs 5.00 Lakh would be as follows:

- 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 the *Executive Engineer, Subarnarekha Barrage Division, Khasjungle, Abas, Paschim Medinipur, I&W Directorate.*
- 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.

## 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 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.
- iii. 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.

## 13. Execution of Formal agreement after acceptance of Tender

The contractor/bidder, whose bid is approved for acceptance shall within 15 days of issuance of Letter of Invitation (LOI) to him/her, needs to execute a 'Formal Agreement' in quadruplicate in W.B.F No 2911 and other tender documents by down loading the documents from website.

## 14. Payment against bills raised by the contractor

Periodic Tax invoice/bills containing bidders GSTIN & other details needs to be submitted by the supplier/contractor/Agency/bidder to the DDO for raising claims for receiving payments of work executed under this contract /upon achieving physical Milestones clearly showing separately the Tax charged in accordance with the provisions of the GST Act, 2017.

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.

## 15. Withdrawal of bid

Withdrawal of tender/bid once the bid has been submitted offline and after passing of end date for submission and has been accepted for further processing, is not allowed. EMD will be forfeited by the Government and the bidder/contractor penalised in terms of Clause 4(ii) and clause 8 referred earlier would be applicable.

16. The 'Additional Performance Security' shall be equal to 10% of the Tendered amount i.e. the L1 bid price' shall have to be submitted by the successful L1 bidder, if the accepted bid value is below 20% of the estimated cost put to tender, in the form of 'Bank Gurrantee' in prescribed format of any schedule bank at Kolkata or / in West Bengal within 7 (seven) working days from the date of issuance of LOA/LOI, failing which the tender will be treated as invalid and rejected.



## 17. Schedule of dates for Tendering

1.	Last Date & Time of Application	11.10.2017 up to 14.00 Hours
2.	Last Date & Time for Issue of Tender Paper	13.10.2017 up to 16.00 Hours
3.	Last Date & Time of Dropping of Tender Paper	24.10.2017 up to 14.30 Hours
4.	Date & Time of opening of Tender	24.10.2017 after 15.00 Hours

### Additional Terms & Conditions

1. The Executive Engineer of the concerned Division shall be the Engineer-in-Charge in respect of the works contract and all correspondence 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 works, the same will not be valid unless copies are sent to the Engineer-in-Charge and also approved by him/her. Instructions given by the Sub-Divisional Officer/Assistant Engineer and the Junior Engineer/Section Officer (SO) on behalf of the Engineer-in-Charge shall also be valid (who have been authorized to carry out the work on behalf of the Engineer-in-Charge) regarding specification, supervision, approval of materials and workmanship. In case of dispute relating to specifications and work, the decision of Engineer-in-Charge shall be final and binding. The Engineer-in-Charge will however take all decisions relating to works contract only after recommendation/ advice of the Tender Accepting Authority. If there is more than the Executive Engineer assigned for the tender, the Chief Engineer would designate the Engineer-in-Charge for the work.
2. Acceptance of the tender including the right to distribute the work between two or amongst more than two bidders with same L1 rates will rest with the Tender Accepting Authority without assigning reason thereof to any of the bidders. The tender accepting authority reserves the right to reject any or all tenders without assigning sufficient justification thereof to the bidder/contractor. No additional or excess work or additional items of work beyond the tendered amount would be generally allowed. All excess, supplementary or substitute supplementary items of work, if unavoidable are to be accepted by the Tender Accepting Authority only if the total value of work on completion is within the tendered amount. The exiting contract would be terminated after achieving work up to tendered cost (gross value) and balance work would be taken up afresh after fresh sanction and new tender, except in the interest of public services, in rare & special cases under specific approval of the Government.
3. The Contractor/bidder shall have to comply with the provisions of (a) Contract Labour (Regulation & Abolition) Rules, 1970 including its revisions (b) Minimum Wages Act 1948 and the modification thereof or any other laws relating thereto as will be in force from time to time.
4. Engineer-in-Charge shall not entertain any claim whatsoever from the contractor for payment of compensation on account of idle labour on such grounds including non-possession of encumbrance free land. Escalation of cost due to inflationary effects or any other reason is not permitted during construction period or extended time period of contract.
5. Engineer-in-Charge shall not be held liable for any compensation due to machines & equipments becoming idle or any circumstances including untimely rains, other natural calamities, strikes etc.
6. All statutory taxes, viz. GST / labour welfare cess, labour insurance etc or revision of taxation rates even after AOC or commencement and before final completion of the work are to be borne by the contractor/bidder. Original tax invoice/challan or bill of those materials, which are procured by the bidder, may be asked to be submitted for verification if required.
7. Labour Welfare Cess @ 1% of the cost of construction works shall be deducted from the Gross value of all works bills. 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. The bidder should be mandatorily be registered online with Employees Provident Fund Organisation (EPFO) in the on-line system and posses EPF code and all current documents. Penalties and complaints due to non

compliance of on-line EPF registration and default is the full responsibility of the bidder even if the TIA is by default the Principal employer

8. No mobilization / secured advance will be allowed unless specified otherwise in the contract or the Notice Inviting Tender.
9. GST, Cess, License fees, Royalty for construction materials, forest product etc, Toll Tax, Income Tax, Ferry Charges and other Statutory Government Taxes as applicable during project implementation are to be paid by the contractor/bidder. The rates of supply and finished work items are inclusive of these taxes and levy. Tax invoice/bills needs to be submitted by the supplier/bidder for raising claims under the contract after attaining of physical milestones showing separately the tax charged in accordance with the provisions of GST Act, 2017.
10. All working tools & plants, scaffolding, construction of vats & platforms and arrangement of Labour Camps will have to be arranged by the contractor at his/her own cost. The contractor shall clear the site of work and restore all damages made due to the Labour camp, erection of yards and godowns, stores etc within 30 days of completion of work.
11. The contractor shall supply mazdoors, bamboos, ropes, pegs, flags T&P, Machineries and equipments etc. for laying out the work and for taking and checking measurements for which no extra payment will be made.
12. The contractor/bidder should see the site of works and tender documents, drawings etc. before submitting tender and satisfy himself/herself regarding the condition and nature of works and ascertain difficulties that might be encountered in executing the work, carrying materials to the site of work, availability of drinking water and other human requirements & security etc. Work on river banks may be interrupted due to a number of unforeseen reasons e.g. sudden rise in water levels, inundation during flood, inaccessibility of working site for carriage of materials. Engineer-in Charge may order the contractor to suspend work that may be subjected to damage by climate conditions. No claim will be entertained on this account. There may be variation in alignment, height of embankment or depth of cutting, location of revetment, structures etc. due to change of topography, river condition and local requirements etc. between the preparation and execution of the scheme for which the tendered rate and contract will not stand invalid. The contractor will not be entitled to any claim or extra rate on any of these accounts.
13. A machine page numbered Site Order book (with triplicate copy) will have to be maintained at site by the contractor and the same has got to be issued from the Engineer-in-Charge before commencement of work. Instructions given by inspecting officers not below the rank of Assistant Engineer will be recorded in this book and the contractor must note down the action to be taken by him in this connection as quickly as possible.
14. The contractor shall be bound to comply with all the Central & State Pollution Control Acts & Rules during entire construction period.
15. All possible precautions should be taken for the safety of the people and work force deployed at worksite as per safety rule in force. Contractor will remain responsible for his labour in respect of his liabilities under the Workmen's Compensation Act etc. He must deal with such cases as promptly as possible. Proper road signs as per P.W.D. practice will have to be erected by the contractor at his own cost while operating public thoroughfares. Also, display boards containing brief description and name of project with completion target dates shall be erected at a prominent location at the work site by the contractor for public awareness.
16. The contractor will have to maintain qualified technical employees and/or Apprentices at site as per prevailing Apprentice Act or as stipulated in the contract. No compensation for establishment charge will be entertained.
17. The contractor will have to accept the work programme as per modifications and priority of work fixed by the Engineer-in-Charge so that most vulnerable reach and/or vulnerable stretch is completed

before impending monsoon or rise in river flood water level or commencement of canal irrigation water release or for other suitable reasons.

18. Quantities of different items of work mentioned in the departmental tender schedule/BOQ or in work order are only tentative. In actual work, these may vary considerably. Payment will be made on the basis of works actually completed in different items as per specifications and codes, and no additional claim will be entertained for reduction of quantities in some items or for omission of some items. For execution of any additional item or supplementary works within the tendered value with the total completion value remaining within the accepted tendered cost, approval of the Tender Accepting Authority/Government in the Irrigation & Waterways Department would be required.
19. In order to cope with the present system of e-pradan billing, departmental supply of construction materials is discouraged. However, Departmental materials may be issued to the contractor/ bidder to the extent of requirements as assessed and following accounts procedure in the Treasury system of bill payment and in instalments as decided by the Engineer-in-Charge. Issue of materials may be of three categories.
  - a) Materials issued directly to the work and subject to recovery.
  - b) Materials issued from departmental go down and subject to recovery.
  - c) Materials issued free of cost.

Decision of the Engineer-in-Charge should be final and binding in this regard. He also stands solely responsible for reconciliation of accounts, if materials are issued to the contractor.

20. Any materials brought to site by the contractor subject to approval of the Engineer-in-Charge. The rejected materials must be removed by the contractor from the site at his own cost within 48 hours 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 phase 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 Filter, Geo jute Filter etc. if any, relevant Data Sheet containing the name of the Manufacturers, Test Report etc. will also be submitted in each occasion. Engineer-in-Charge may conduct independent test on the samples drawn randomly before according approval for using the materials at site. In this regard decision of Engineer-in-Charge shall be final and binding.
21. For materials under category 19(a),(b)&(c), the contractor will act as the custodian thereof. The materials will have to be carried from the nearest Departmental go-down to worksite by the contractor at his own cost. The contractor shall remain responsible for the proper storage and safety of the materials. Suitable Go-down/ Store shall have to be made by the contractor at his/her own cost. Penalty charges shall be levied at higher rate for loss, wastage, misuse. Surplus materials of the departmental if any, shall have to be returned to the issuing Go-down or store at the contractor's cost within the time frame as fixed by Engineer-in-Charge, otherwise, the cost at penal rate will be recovered from the bill. Indent for departmental materials shall be submitted by the contractor to the AE/S.D.O. at least 7 days in advance of actual requirement. No claim will be entertained for non-issuance of such materials in time but reasonable extension of time will be granted. All materials, whatever be the category thereof, shall be properly stored by the contractor in suitable go downs 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, wastage or loss of such materials.
22. The contractor shall also have to satisfy the Engineer-in-Charge regarding the proper utilization of materials which have been issued departmentally.
23. Value of the material, under category (a) & (b) of clause 19, will be recovered from the bills of the contractor in one or successive instalments as may be decided by the Engineer-in-Charge.
24. Requisite quantity of cement as may be required for the work will be supplied from the nearest Departmental go down if stock permits. The issue rate of cement is shown in the Schedule of materials attached. Any excess consumption of cement by more than 5% over the final consumption

statement drawn up as per consumption rate specified in the Schedule will be recovered at a penal rate shown in schedule.

25. Reinforcement steel rods/MS sheet piles/bitumen will be issued when stock permits, from the nearest departmental go-down where such material is available in marketable length/quantities. While issuing the same, for any particular work the quantity actually required as per approved drawing shall only be issued. While executing the work, it will be responsibility of the Contractor/bidder 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 issued will be made at the issue rate shown in the Schedule below. In case of misuse over +10%, deduction will be made at a penal rate shown in the Schedule below. This whole principle shall apply in case of other M.S materials like sheet piles and structural steel members as well.

**SCHEDULE OF MATERIALS IF SUPPLIED DEPARTMENTALLY AND THEIR CORRESPONDING RECOVERY RATES**

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

*[Sd/- S. N. Hait]*  
**Executive Engineer**  
**Subarnarekha Barrage Division**  
**Khasjungle, Abas, Paschim Medinipur**

**FORM 1 (Modified)**

**APPLICATION FOR TENDER**

**To**  
**The Executive Engineer**  
**Subarnarekha Barrage Division**  
**Khasjungle, Abas, Paschim Medinipur**

**NIT No : WBIW / EE / SBD / NIT-02 / 2017-18**

**Serial No of Work applied for: -**

**Amount put to Tender : Rs**  
**(Tender Value)**

Dear Sir,

Having examined the Technical cover, OID cover & all other NIT documents, I/we hereby would like to state that I/we wilfully accept all your conditions and offer to execute the work as per the tenders rules in NIT, terms & conditions, specifications, drawings, bill of quantities and corrigenda/addenda, SoR, and Agreement (WB Form No. 2911(i)/(ii) involving the e-Tender and Serial no of work stated above. I/We acknowledge that the making of our bid shall be regarded as an unconditional and absolute acceptance of the terms & conditions of the e-NIT. I/We also agree to remedy the defects after/during execution of the above work in conformity with the conditions of contract, specifications, drawings, bill of quantities and addenda/corrigenda.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

Full name of Bidder / Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Duly authorized to sign bids  
for & on behalf of (Name of Firm): \_\_\_\_\_  
(In block Capital letters or typed)

Office address with seal if any:

Telephone no(s) (office): \_\_\_\_\_

Mobile No: \_\_\_\_\_

Fax No: \_\_\_\_\_

E mail ID: \_\_\_\_\_

**FORM – 2**

**Declaration against Common Interest**

( To be submitted in plain paper/letter head as per specimen, duly filled up and uploaded with digital signature, which shall be treated as the self declaration of the bidder)

**Ref: - NIT No. ....**

**Work Sl. No.....**

To,  
Executive Engineer  
.....Division  
Irrigation & Waterways Directorate

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 in any partnership firm /consortium/Joint Venture or as Proprietor / Principal Share Holder of any other Firm/Company in the same serial for the work I / we want to participate.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_

Full name of Bidder / Contractor: \_\_\_\_\_

Authorised Signatory: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Duly authorized to sign bid

for & on behalf of (Name of Firm): \_\_\_\_\_

(In block Capital letters or typed)

Office address with seal: .....

Telephone no(s) (office): \_\_\_\_\_

Mobile No: \_\_\_\_\_

Fax No: \_\_\_\_\_

E mail ID: \_\_\_\_\_

\*In case of Joint Venture & Consortium the Lead Member to submit this format.

(SIGNATURE OF BIDDER )

**FORM – 5**

**Declaration on antecedents and performance**

( To be submitted in plain paper/letter head as per specimen, duly filled up and uploaded with digital signature, which shall be treated as the self declaration of the bidder)

**Ref:- NIT No. ....,**

**Work Sl. No.....**

To,  
Executive Engineer  
.....Division  
Irrigation & Waterways Directorate

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. .... are not black listed or debarred from participation in State Government procurements and tenders in the Irrigation & Waterways Directorate, Government of West Bengal, other Departments of the State Government and Government of India on the date of publication of this Notice Inviting Tender (NIT).

If at a latest stage this submission is found incorrect, the bidder company along with all its contingent members/owners/partners would be liable to penal actions as decided by the Government under the rules.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_

Full name of Bidder / Contractor: \_\_\_\_\_

Authorised Signatory: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Duly authorized to sign bid

for & on behalf of (Name of Firm): \_\_\_\_\_

(In block Capital letters or typed)

Office address with seal: .....

Telephone no(s) (office): \_\_\_\_\_

Mobile No: \_\_\_\_\_

Fax No: \_\_\_\_\_

E mail ID: \_\_\_\_\_

(SIGNATURE OF BIDDER )

## FORM-6\*

### **SPECIMEN FORMAT FOR THE BANK GUARANTEE FOR ADDITIONAL PERFORMANCE SECURITY DEPOSIT**

(\*To be submitted if the bid price quoted by the bidder is below 20% of the estimated cost put to tender otherwise the tender will be treated as invalid and rejected)

To,

----- (Designation of Engineer-in-Charge)

----- (Office address of Engineer-in-Charge)

-----

WHEREAS (name and address of Contractor) (hereafter called "the Contractor") has undertaken, in pursuance of Contract No:                      dated                      to execute                      (name of 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 Scheduled 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 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 not withstanding 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                      (Rs.                      ) 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:**

- i. 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/AT PAR ANYWHERE IN INDIA only to be accepted) should be mentioned on the covering letter of issuing Branch.