

**W.B.F. No. – 2914**



सत्यमेव जयते

Government of West Bengal  
Irrigation & Waterways Directorate  
OFFICE OF THE EXECUTIVE ENGINEER  
BERHAMPORE IRRIGATION DIVISION  
BERHAMPORE, MURSHIDABAD



सत्यमेव जयते

**NOTICE INVITING TENDER**

**(For works of estimated cost up to 5.00 lakh)**

**Memo No.1680**

**Date:-23.11.2017**

**NOTICE INVITING TENDER NO:- WBIW/EE/BID/NIT-9/2017-18**

**1. Invitation.**

Separate sealed Tenders in printed forms are hereby invited by the Executive Engineer, Berhampore Irrigation Division on behalf of the Governor of the State of West Bengal in West Bengal Form No.2911(i)/(ii) for the works as per list attached herewith, from the eligible bonafide, reliable resourceful Contractors having sufficient experiences in execution of similar type of works.

**2. Details of Work :-AS PER LIST ATTACHED IN PAGE 08 OF THIS NIT**

**3. Time Schedule of Tender procedure:-**

i)	Last Date & Time for application for purchase of Tender Form	30.11.2017	Upto 16:00 hrs.
ii)	Date, Time and Venue for Scrutiny Committee (in the chamber of the undersigned)	30.11.2017	From 12:00hrs. & Upto 17:00hrs.
iii)	Last Date & Time for issue of Tender paper.	01.12.2017	Upto 16:00hrs.
iv)	Last Date & Time for dropping Tender paper at the office of the E.E, Berhampore Irrigation Division.	06.12.2017	Upto 15:00hrs.
v)	Date & Time of opening of Tender in the office of the undersigned.	06.12.2017	After 15:30hrs.

**4. Tender documents:** - The Tender documents shall consist of the followings and other relevant particulars may be seen by the intending Tenderers or by their duly authorized representatives during office hours between 11.00 AM and 4 PM on every working day, till the last date of issue of the Tender Forms in the office of the undersigned: -

- Notice Inviting Tender.
- W.B.F. No.2911 (ii)/2911 (i)
- Price schedule, Additional Terms & Conditions, Special Terms & Conditions, General Specification of the work and other relevant documents.

d) Plans and Drawings where necessary (these will not be required to be submitted with the tenders but this will form part of the tender documents at the time of executing the agreement after acceptance)

**ELIGIBILITY CRITERIA OF THE TENDERER PARTICIPATING IN THE TENDERS INCLUDING SOME TERMS AND CONDITONS**

**5. Eligibility for participation**

Bonafide outside Contractors, Registered Engineers Cooperative Societies, Consortiums and Partnership Firms registered with the State Government and contractors of equivalent Grade / Class registered with Central Government / MES / Railways for execution of civil works are eligible to participate. **Joint venture firms are not eligible to participate.**

*(In case of consortiums, maximum number of constituents shall be restricted to 5 (Five) and each constituent must have at least some credential towards contracting business. Individual constituent of a consortium cannot be another consortium.)*

**6. Participation in more than one work**

Any contractor can submit tenders 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 credential and financial capability, details of which are given later

**7. Application for purchase of Tender forms**

a) Intending Tenderers have to be submitted application duly enclosed with the self attested copies of the following documents addressed to **the EXECUTIVE ENGINEER, Berhampore Irrigation Division.**

**b)Copies of documents:**

Trade License, Valid GST Identification number (GSTIN) document under the relevant GST Acts & Rules of State Govt., Professional Tax Payment Certificate (PTPC) or PT payment challan, Income Tax Return under IT Act and PAN valid at least up to the date of opening of Tenders should be considered.

**c)Credentials**

- i) Completion certificate/Payment certificate(s) for one single similar work as per categorization of works appended in list of works to an extent of **at least 30%** of the value of the work for which tender is desired, executed within last 5 (five) financial years (to be determined from the actual year of completion, considering current financial year as year -1)
- ii) List of Tools & Plants, Machinery, and Equipments etc. in possession.
- iii) List of Technical & Non-Technical staff.
- iv) List of works in progress with their respective value.
- v) Eligibility certificate/N.O.C. issued by the A.R.C.S.(for Engineer's Co-operative only)
- vi) A Statement showing number and value of works presently under execution by the Tenderer under the Irrigation & Waterways Department and other Govt. Department/Organizations.
- Vii) Declaration by the applicant to the effect that there is no other applications for Tender Paper for work in the N.I.T. in which he/she/they has/have common interests and in that case intending Tenderer has to disclose his/her name(s) and style of another firm/individuals (where he is also officiating) in the application for issuing Tender forms failing which the decision of the committee regarding the matter will be final and binding upon all.
- Viii)Declaration by the contractor to the effect that he/they has/have no near relative is posted in any offices under the circle which intends to submit tender. In case of near relative posted in any offices under the circle, he/they will not be permitted to Tender for works in the circle of the Superintending Engineer.
- x) Completion Certificate of work executed in other Departments of State Government or organizations, like Public Works & Public Works(Roads) Department, Public Health Engineering Department, Sundarban Affairs Department and various other State Govt. Departments, ZillaParishads, West Bengal Housing Infrastructure Development Corporation Limited (WBHIDCO), West Bengal State Electricity Distribution Company Limited (WBSEDCL), Kolkata Metropolitan Development Authority (KMDA), Kolkata Metropolitan Water Sanitation Authority (KMW&SA), Kolkata Municipal Corporation (KMC), Hooghly River Bridge Commissioner (HRBC) Engineering Departments of Central Government and Organization, like Farakka Barrage Project (FBP) Authority, Railways, Kolkata Port Trust (KPT), and companies owned or managed by the State Government, i.e Mackintosh Burn Ltd., Westinghouse Saxby Farmer Limited & Britannia Engineering Ltd. May also be considered. Such Completion Certificates are to be issued by an officer not below the rank of Executive Engineer/Divisional Engineer/District Engineer/Project Manager of other state/Central Govt. Departments/Organizations. Such certificates are further to be countersigned by immediate superior authority of the issuing Authority for all cases other than direct/State/Central Govt. Department and Railways.

**8.Scope of disqualification for issuing Tender Forms: -**

Due to any one of the followings, the Tender Paper may not be issued to the applicant (Contractors)

- i) Delay submission of application (after expiry of the schedule Time)
- ii) Insufficient and improper documents submitted with the applications.
- iii) Non-submission of completion, payment certificate properly.
- iv) Old completion certificate and payment certificate.
- v) Without signature of the applicant and serially numbered of the submitted documents.
- vi) Non-submission of copies of Partnership Deed and Firm Registration Certificate from the Registrar of Firms, West Bengal.
- vii) Valid N.O.C. issued by A.R.C.S. of the concern District (In case of un-employed Engineers Co-operative Societies Ltd.)
- viii) Bank Solvency Certificate valid during a year up to 30% of the value of the work
- ix) Submission of loose application with the documents excepting booklet or constrict stitching.

**9.Fulfillment of Criteria and issue of Tender Paper** :-All the above as stated under Para 5(a),(b),& (c) and Para (6) (i) to (ix) are to be fulfilled properly, pending fulfillment of which Tender Forms may not be issued.

**10.Order for issue of Tender forms** :- The application of the intending tenderer along with the all documents so received by the office of the undersigned will be verified by the office of the undersigned and after the decision of the undersigned for issuance will be final & bindings.

**11.Not satisfied with the decision of the committee for issuing Tender Paper** :-Intending Tenderers not satisfied with the decision of the Tender paper issuing authority may prefer an appeal to the next superior officer. Concerned **Superintending**

Engineer will be the Appellate authority for the disputed tenders. Necessary communication regarding his appeal to the Appellate Authority must be brought to the Notice of such Authority within Two working days after the date of issue of Tender Paper and copy of such communication should also be submitted to the tender paper issuing Authority within the same period, failing which no such appeal will be entertained.

**12. Purchase of Tender forms:-** Tender documents etc. will however be available and be issued from the office of the Executive Engineer, Berhampore Irrigation Division., where he/they have got permission on free of cost. The intending Tenderers are requested to present themselves personally or send their authorized representative to that office to receive the tender form within the time schedule.

**13. Inspection to Site by the intending Tenderer before submitting Tender:-** Before submitting any Tender, the intending Tenderers should make himself/themselves acquainted thoroughly with the local conditions prevailing, by actual inspection of the site and take in to considerations all factors and difficulties likely to be involved in the execution of work in all aspects including transportation of materials, communication facilities, climate conditions, nature of soil, availability of local laborers and market rate prevailing in the locality etc. as no claim whatsoever will be entertained on these accounts afterward. In this connection the intending Tenderers may contact the office of the undersigned up to last date of issue of Tender Forms between 11.30 hours and 16.30 hours on any working day.

**14. Earnest Money: - Earnest Money & Security Deposit :** - In partial modification of Notification No. 03-W dated 18<sup>th</sup> January 2015 of the Secretary to the Govt. of West Bengal, Irrigation & Waterways Directorate communicated by the Deputy Secretary to the Govt. of West Bengal, Irrigation & Waterways Directorate vide Memo. No. 89(6)-IB/IW/O/1B-Misc-12/2007 dated 18<sup>th</sup> January 2011; sub rule 229(iii) vide memo no:- 08/1(6)-IB dt. 30.04.2013 the following provisions have been made in different para's and that should be abided by the tenderer.

a) i) **DEPOSIT OF EARNEST MONEY:-** An Earnest Money amounting to 2% of the estimated cost put to tender so long as the estimated cost put to Tender is up to Rs. 25.00 Crore and amounting to Rs. 50.00 lakh plus 1% of the excess of estimated cost over Rs. 25.00 Crore, in case where such estimated put to tender is beyond Rs. 25.00 Crore, will have to be deposited by all the Tenderers (excepting Labour Co-operatives).

ii) **DEPOSIT OF EARNEST MONEY & SECURITY DEPOSIT IN CASE OF UNEMPLOYED ENGINEERS CO-OPERATIVE SOCIETIES:-** The above Co-operative Societies will have to be deposited the earnest money and Security Deposit as per the Notification No. 03-W dated 18<sup>th</sup> January 2015 of the Secretary to the Govt. of West Bengal, Irrigation & Waterways Directorate communicated by the Deputy Secretary to the Govt. of West Bengal, Irrigation & Waterways Directorate.

c) **DEDUCTION OF SECURITY MONEY FROM THE PROGRESSIVE BILL:**

Earnest money already deposited during the Tender shall be converted as a part of security money and additional security shall be deducted from the progressive bills at **8% or such amount from each such bill, so that the total deduction together with the 2% E.M.D constitutes 10%** of the tendered value of work as actually done.

d) **NO FURTHER DEDUCTION SECURITY MONEY FROM THE PROGRESSIVE BILL:-** In partial modification of sub rule 231(b) enumerated in this Departmental Notification No-03-W Dt. 18<sup>th</sup> Jan 2011, such Tenderers may also be permitted to deposit further security so as to make total 10% of the Tendered amount to avail the facility of no further deduction from the progressive bills, subject to the condition laid down in 231(c) contained in the above said notification.

e) **SECURITY DEPOSIT FOR EXCESS WORK:-** In para (9), in case of excess works over the tendered amount, additional security is to be deposited for the amount of such excess beyond the tendered amount as per prescribed rate, before payment of final bill in case contractors opting for paying advance security and receiving payment against progressive bills without any deduction.

f) **SHAPE OF EARNEST MONEY:-** In para (11), **Demand Draft, Banker's Cheque, and Treasury Challan, Deposit at Call Receipt (D.C.R.)** of Scheduled Banks guaranteed by the Reserve Bank of India may be accepted as earnest money and/ or security Deposit.

In terms of Memo. No. 108-IB/IW/O/IB-Misc-38/201(Part) dated 16.11.2011 of Deputy Secretary to the Govt. of West Bengal, I&W.D, the original copies of the Demand Draft/Banker's Cheque/Deposit at Call Receipts (DCR), towards Earnest Money Deposit (EMD) in favour **of Executive Engineer, Berhampore Irrigation Division** issued from any of the following Schedule Banks Payable at Berhampore, should be dropped with the tender. **EMD issued from any bank other than the schedule banks will liable to rejection of the Tender.**

The list of Scheduled Banks in India (Public Sector & Private Sector) constitutes those banks which have been included in the Second Schedule of Reserve Bank of India (RBI) Act, 1934. RBI in turn includes only those banks in this schedule which satisfy the criteria laid down vide section 42 (6) (a) of the Act are appended below.

- **Scheduled Banks in India (Public Sector):**

1)State Bank of India 2)State Bank of Bikaner and Jaipur3)State Bank of Hyderabad 4)State Bank of Indore5) State Bank of Mysore 6)State Bank of Saurashtra7) State Bank of Travancore 8)Andhra Bank 9)Allahabad Bank10) Bank of Baroda11) Bank of India12) Bank of Maharashtra13)Canara Bank14) Central Bank of India 15)Corporation Bank 16)Dena Bank 17)Indian Overseas Bank 18)Indian Bank 19)Oriental Bank of Commerce 20)Punjab National Bank 21)Punjab and Sind Bank 22)Syndicate Bank 23)Union Bank of India 24)United Bank of India25) UCO Bank26)Vijaya Bank.

• **Scheduled Banks in India (Private Sector):**

1) ING Vysya Bank Ltd 2)Axis Bank Ltd 3)Indusind Bank Ltd 4)ICICI Bank Ltd 5)South Indian Bank 6)HDFC Bank Ltd 7)Centurion Bank Ltd8) Bank of Punjab Ltd9)IDBI Bank Ltd.

- g) **ADJUSTMENT OF EARNEST MONEY:-**No earnest money previously deposited for other works will be considered. Tender without or improper earnest money will forthwith be treated as 'INFORMAL'
- h) **EXEMPTION OF EARNEST MONEY AND LIMITATION OF SECURITY DEPOSIT:-** Provision contained in clause no 7.4.2(iv) will not be applicable for Mackintosh Burn Ltd., Westinghouse Saxby Farmers Ltd., & Britannia Engineering Ltd. which they previously enjoyed as per G.O. No. 10500-F dated 19.11.2004 and subsequently extended vide G.O. No. 1110-F dated 10<sup>th</sup> February, 2006. They can participate in all the serials in a particular N.I.T, subject to fulfilment of other credential criteria specified in 7.4.2(i) to 7.4.2(iii) vide memo no:-46(5)-IB dt. 11<sup>th</sup> June-2012, of Deputy Secretary to the Govt. of west Bengal

**15. Dropping of Tenders:-** Tender that should always be submitted in sealed cover with the name of work clearly written on the body of the W.B.F. No.2911(ii) stated above as well as on the envelope will be dropped in the office of the undersigned on the schedule Date & Time as stated in Para (3) above and or the changing schedule made vide issuing necessary CORRIGENDUM.

a) **Office of the Executive Engineer ,Berhampore Irrigation Division.**

**16. Opening of Tenders: -i)** after dropping of Tenders, the box will be closed and the said box will be opened in the same day as per schedule time at all the dropping center and the Tender so received at the dropping centers to be sent to the **concern Executive Engineer**, for opening the Tender on the date and time as specified in the N.I.T. and or in the Corrigendum.

ii) In terms of Para 221(1), once the tenders are opened, no tenderer should be allowed to offer fresh quotations unless each of the tenderer is given equal opportunity. In case where the later steps taken, if time permits, fresh tenders may be invited so as to leave no room for any compliant or grievance whatsoever and,

iii) In terms of Para 221(2), when the rates quoted in response to invitation of competitive tenders are considered high and fresh invitation of tenders cannot be taken recourse to either for want of time or because of no likelihood of getting more favourable rates and negotiations with contractors are considered necessary for obtaining rates lower than those received in response to the invitation of competitive tenders, negotiations should be made with all the contractors who quoted rates in response to the invitation of tenders, and not with the lowest tenderer alone.

**17. Acceptance of Tender :-** in terms of NOTIFICATION No. 01/IW dated 19/07/2012 of Secretary to the Govt. of West Bengal, acceptance of the tender will rest with the Competent Authority who does not bind himself to accept the lowest tender and reserves the right to reject in any or all the tenders received and to distribute work between two or more than two Tenderers without assigning any reason thereof.

**OTHER TERMS & CONDITIONS.**

**18.** In Terms of vide memo no:-46(5)-IB dt. 11<sup>th</sup> June-2012, of Deputy Secretary to the Govt. of west Bengal, Mackintosh Burn Ltd., Britannia Engineering Ltd. And Warehouse Saxby Farmer Ltd. Will not enjoy 10% preference in rate for the purpose of selection.

**19.** Any suppression/misrepresentation of fact will automatically debar the applicant for participating in any Tender under the Division/Circle for at least 3(Three) years from the date of detection, in addition to such other penal action as the Government may deem proper.

**20.** Intending Tenderers should be equipped with plants, machinery equipment and well point pumping machinery complete with all accessories as required for the work as the department may not be in a position to issue such plants & machinery. They must submit a list of such plants; machinery and equipments in their possession for necessary documentary evidence are to be produced.

**21.** If required, the intending Tenderers have to be produced Bank solvency certificate of an amount equal to 30% of the estimated amount of the work.

**22.** Documents submitted along with the application should invariably be in the name of the applicant firm/ Individuals. In terms of Memo. No. 185/JS(W)/IA-11C-9(75)/09 dated 09.06.09 of the Secretary to the Govt. of West Bengal , I&W.D, Joint venture of Firms constituted and duly registered with the appropriate authority will be considered for issuance of Tender Papers.

23. All pages of the documents submitted with the application shall be signed with signature by the applicant and also be serially numbered as 1/10,2/10,3/10.....10/10

24. Copies of Partnership Deed and Firm Registration duly self-attested shall invariably be submitted with the application by a partnership firm.

25. Tenderers should quote their rates both figures and words in terms of overall percentage, "below" or "above" or "at par" with the price schedule both in the 2<sup>nd</sup> page of W.B.F 2911 (ii) and the last page of price schedule.

26. Any tender containing over writing is liable to be rejected.

27. All corrections are to be attested under the dated signature of the tenderer.

28. When a Tenderer signs his Tender in an Indian Language, the Total amount tendered should also be written in the same language. In case of illiterate Tenderer, the rates tendered should be attested by an witness.

29. The Tenderer who will sign on behalf of a Company or Firm, must produce the registered documents within 3(Three) days from the date of opening the tender, if not submitted with the tender application or with the Tender documents) in support of his competency to enter in to an Agreement on behalf of the Company or the Firm under the Indian Companies or Partnership Act, failing which the tender will not be considered and the deposited Earnest Money will be forfeited.

30. The rate quoted by in the tender form will be final and no subsequent modification in the rates will be entertained even it is done with any letter or other instrument submitted before sealing/closing the Tender box.

31. Any superfluous conditional tender, which does not fulfill any of the above conditions, and is incomplete in any respect, is liable to be rejected.

32. VAT, Sales Tax, Royalty, and all other statutory Levy/Cess etc. will have to borne by the Contractor. The engaged Contractors need to get registered under BOCW (RECS) Act and shall have to contribute towards a fund namely **"The West Bengal Building & other Construction worker's Welfare Fund"** @1.00%(one point zero zero percent) of the total amount of the work value which will be deducted directly from the bill value and remitted as per requirement of the said Act as per Finance Department Notification No. 853-F dated 01.02.06.

33. Canvassing in connection with the tenders is strictly prohibited and the tenders submitted by a tenderer who take resort to canvassing will be liable to rejection.

34. Incomplete and illegible tender will be invalidated. All corrections in the tender should be signed with dated initial by the contractors before submission of tender and each page of the tender should also be signed and dated by the contractor.

35. The contractor has to obtain the Labour license from the office of the Joint Labour Commissioner of the concerned District in which the location/site of the work falls, under the provision of W.B.ContractLabour (Regulation & Abolition) rules, 1972 and a copy of the license has to be submitted to this office for information & record, failing which the undersigned will in no case be hold responsible for any action taken by the Labour Department. The undersigned being the **'Principal Employer'** for the work, will however issue a certificate in specified proforma of Labour Department in form V for doing the needful by the authority of labour Department.

36. As per rule, the intending tenderer has to disclosed his/his name (s) & style of another firm /individuals (where he is also officiating) in the application for issuing tender forms failing which the decision of the undersigned regarding the matter will be final & binding upon all.

37. The Tenderer should submit a statement at the time of submission of his tender showing the Technical Staff to be engaged for the work, with their Technical qualifications, failing which the tender may be liable to rejection.

38. The Tenderer will have to, if so desired by the Tender Accepting Authority, submit his analysis to justify the rate quoted by him/them.

39. The Tenders will be opened, as specified in the list of works, in presence of the Participating Tenderers or their duly authorized representatives, who may be present at the time of opening and who may also put their signatures in the Tender opening Register.

40. The successful Tenderer will have to execute the duplicate/triplicate/quadruplicate(Plain Paper )copies of his /their tender which will have to be obtained free of cost in the office of the **Executive Engineer, Berhampore Irrigation Division.**, within **7(seven) days from the** date of receipt of the intimation of acceptance of his tender failing which the Earnest Money shall forthwith stand forfeited in favour of the Government and the communication of acceptance of the tender shall automatically stand cancelled.

41. If any Tenderer withdraws his tender before its acceptance or refuses/fails to convert it in to a contract within a reasonable time, without giving any satisfactory explanation for such withdrawal/refusal/failure, he shall be disqualified for submitting any tender in this Division/Circle for a period of 1(one) year and his/their case will be referred to the Government for order as to what further action will be taken against him/them.

42. Materials such as cement, M.S. Rod, R.C.C. Hume Pipes, M.S. sheet Piles, etc. if available in stock, will be issued by the Department to the Contractor for the work as per issue rate fixed by the Engineer-in-charge. Place of issue materials as mentioned in Page 11 of W.B.F. -2911(ii) or in a separate sheet attached with the Tender documents to be supplied departmentally to the Contractor is furnished with the Tender documents for the work. Any other materials not listed therein, if supplied by the department, the issue rate for such materials will be fixed by the Engineer-in-charge.

43. Hire charges for Tools & Plants Machinery, if issued departmentally, will be recovered from the contractor at such rate as will be fixed by the Engineer-in-charge. The period of hire charges of all Tools & plants Machinery issued from the Government go-down will be counted from the date of their issuance from the go-down and up to the date of return in to the same go-down and the hire charges will be recovered from the contractor accordingly. All Tools & plants Machinery issued to the contractor must be returned in good condition. In the case of any damages, the cost of repair to such damage or replacement will be recovered from the contractor.

44. In the following case a tender may be declared '**INFORMAL**' and unacceptable.

- a) Correction, alterations, additions, etc. if not attested by the tenderer.
- b) (i) Earnest money in form of N.S.C./Government Security etc. not held by the Tenderer and not properly pledged.  
(ii) Earnest Money in the form of T.R. Challan, D.C.R./Demand Draft, etc. which are short deposited with interest bearing and/or not deposited in favour of the **Executive Engineer, Berhampore Irrigation Division** proper shape.
- c) If, the all pages of the Tender documents are not signed by the Tenderer.
- d) (i) If, the Tender is not submitted in a cover properly sealed.  
(ii) If, the name of the work with N.I.T. No. & Serial No. of the work and the name of the addressee with the name of the Senders (Tenderers) are not exactly written on the envelope.

45. a) In terms of the provision in Para 230 Page of I&W.D. Code Volume- 1 and at the same time provided in Para 150(3) of W.B. Works Departmental Manual, the Earnest Money of all the Tenderers other than the three lowest Tenderer should be refunded after the comparative statement has been prepared and checked and,

(b) In terms of the provision laid down in Para 5 of the 1<sup>st</sup> page of W.B.F. 2911. In case of rejected Tender it should be refunded within 10(ten) days from the date of decision.

46. To verify the competency, capacity and financial stability of the intending Tenderers the Tender paper issuing authority may demand production of any necessary documents as it may deem necessary.

47. As per G.O. No. 1627(8)/1A dated 26<sup>th</sup> November 2001 of Irrigation & Waterways Department, Government of West Bengal, Clause 25 of Tender Form No. 2911(ii) stand deleted in respect of contract of value less than 100.00 lakh.

48. Normally Tender Paper for not more than one work in any one N.I.T. will be issued to an applicant, who may indicate the Serial No.s. of the work in the order of priority. However, depending on response to various serials in the N.I.T., Tender Paper issuing Authority may issue Tender Paper for any serial even though it may not be preferred by the applicant.

49. Applicants permitted to purchase Tender form will have to be participated in the tender failing which he/.they may be suspended to participate in the next Tender.

50. Tender may be cancelled in any stage without assigning any reason.

51. Any discrepancies if found, in the documents/statement the tender shall be cancelled in the subsequent stage with imposition of lawful action for this act of submission of documents.

52.) Apart from all the above conditions and criteria the 'Past and Present' performance of the agencies will be considered while issuing tender papers.

53. The payment of R/A as well as Final Bill for the work will be made according to the availability of fund and claim due to delay in payment will not be entertained.

54. Subletting of work is strictly prohibited & will be viewed seriously & disqualify the agency to participate in the next Tender.

55. Canvassing in connection with Tender is strictly prohibited and the Tenders submitted by a Tenderer who will resort to canvassing will be liable to rejection.

56. All specifications, Terms and conditions etc. of the printed schedule of rates of North Irrigation Circle No.-II, P.W.D., P.W.D. (Roads), will be applicable, unless otherwise specified.

57. Apart from all the above, only in the interest of the Government, the committee may allow purchasing Tender Forms to such agency/agencies who/they will fulfilled the other criteria and his/their Past or Present performance is/are satisfactory but his/their credentials in regards to completion and Payment certificates stand less than the requirement.

58. All applicants willing to participate in the Tender must have to be appeared before a Tender document scrutiny committee for verification of original of the submitted documents. In case, the applicant or his authorized person not appeared before the tender documents scrutiny committee with the original documents in the schedule date and time as stated under para-3 (ii), the application will be disqualified for issuing tender form.

59. **In Additional terms and condition of the above NIT, the following clause has included as clause 28.**

The Additional Performance Security shall be obtained from the successful L1 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. 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 Schedule 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 / LOI, 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 be 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 provision 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. **This clause i.e. clause 28 included as per Memorandum circulated by Irrigation & Waterways Department, Govt. of West Bengal, vide Memo No. 09-W/2017-18, dated :- 20<sup>th</sup> July, 2017.**  
**Specimen format for the Bank Guarantee for additional performance security deposit is annexed herewith.**

60. **Tender forms will not be issued after due date and no tender forms will be sent by post.**

**Sd/-**  
**Executive Engineer**  
**Berhampore Irrigation Division.**

**LIST OF WORKS****Annexure "A"**

<b>NOTICE INVITING TENDER NO. <u>WBIW/EE/BID/NIT-9/2017-18</u></b>						
<b>Circulation memo no.1680 Dated:-23.11.17</b>						
Sl No	Name of Work	Estimated Cost (Value of work put to tender) ( ` )	Earnest money (2% of the estimated cost put to tender) ( ` )	Eligibility of Contractors	Source of Funding	Time of completion of the work
1	Electrical work in connection with "Construction of proposed single storey Quality Control laboratory at Magazine Irrigation Colony Complex at Berhampore, Dist.-Murshidabad."	4,37,634/-	8,753/-	Bonafide contractors/bidders having Gross Notional value of Completion Certificate (CC) of one 100% completed single project works contract in Govt Sector of similar nature to the particular work in this NIT, completed within the last five financial years should be of value at least <b>30%</b> of the amount put to tender (tender amount) as described below: (Brief description of work credential desired (with corresponding eligibility amount in Rupees <b>1,31,291.00</b> )	Non Plan	15 days (Fifteen days)

**Sd/-**  
**Executive Engineer**  
**Berhampore Irrigation Division.**

**Memo no:-1680(19)**

**Dated - 23/11/2017**

Copy submitted for favour of kind information and taking necessary action for wide circulation to the:-

1. Chief Engineer (South & Budget), 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, Berhampore, Murshidabad.
4. Sabhadhipati, Murshidabad Zilla Parishad, Berhampore, Murshidabad.
5. District Magistrate, Murshidabad, Berhampore, Murshidabad.
6. Executive Engineer, Nadia Irrigation Division, Krishnanagar, Nadia.
7. Executive Engineer, Ganga Anti Erosion Division No. I, Raghunathganj, Murshidabad.
8. Executive Engineer, Ganga Anti Erosion Division No. II, Berhampore, Murshidabad.
9. Executive Engineer, DVC Study Cell, Jalsampad Bhawan, Salt Lake City, Kolkata-91 with request to publish the notice on Departmental Website.
10. Sub-Divisional Officer, Berhampore/Flood/Kandi Irrigation Sub-Division.
11. District Information & Cultural Officer, Berhampore, Murshidabad.
12. Secretary, Murshidabad Contractors Association, 9 R.N Tagore Road, Berhampore/Malda Builders Association, Bichitra Cinema.
13. Murshidabad Dist. Engineers Co-Operative Association, 20/4, C.R. Das Road, Berhampore, Dist-Murshidabad.
14. Secretary, Murshidabad District Allied Contractors Association, 103, Pilkhana road, Po-Berhampore, Dist-Murshidabad.
15. Secretary, contractors Welfare Association of Murshidabad, 106 A.S Road, P.O & P.S. Berhampore, Dist-Murshidabad. pin— 742101
16. Notice Board / Estimating Branch / Accounts Section of Berhampore Irrigation Division.

**Sd/-**  
**Executive Engineer**  
**Berhampore Irrigation Division.**



**Form – 3**  
**Completion Certificate (100 % Physical Completion)**

1. Name of the work :
2. Name of the Client :
3. Amount put to tender :
4. Contractual Rate :
5. Date of Commencement :
6. Date of completion as per work order :
7. Actual date of completion :
8. Final gross value of the bill (if the final bill is :  
Prepared, otherwise mention N.A.)
9. Amount contained in the BOQ for the major :  
items of work in lakh of Rupees, with reference  
to the major items stipulated in the Nit Major  
items are such items as broadly categorized  
below, which have weightage of 25 % or more in  
terms of monetary value, in respect of the amount  
put to tender.

Sl. No.	Major items	Total amount as per BoQ (In lakh)	Weightage in % of the total amount put to tender
1	2	3	4
1.	<u>Earth work</u> : Type-A : Earth work in dry excavation in irrigation canal / drainage channels or making embankments on rivers / sea front / drainage channels or irrigation canals, by manual / mechanical means including leads, lifts and disposal / transportation.  Type – B : Earthwork in wet excavation in flowing channels, by pontoon mounted excavators including leads, lifts and disposal / transportation.		
2.	<u>Brickwork of all kinds</u>		
3.	<u>Concrete Work</u> : RCC / PCC of all grades of concrete in hydraulic structures (i.e. structures on rivers / sea front / drainage channels or irrigation canals), including formwork and staging.		
4.	<u>Reinforcing Steel including Structural Steel</u> All kinds of steel works including supply / manufacture, placing, installation, etc.		
5.	<u>Protection work</u> ( On rivers, sea front, drainage channels, irrigation channels or on embankments facing these). Type-A : Cement concrete block pitching or lining / brick block pitching / boulder pitching / dry brick pitching / loose boulder / brick dumping / sausage/ aprons / filters (conventional or geo-jute or geo – synthetic) etc. including supply, carriage and laying at site..		
	Type – B: Bullah and bamboo related work, porcupine cages/spurs, nylon or other crates, gunny/geo-bags including supply, carriage, placing/driving in position at site.		
6	<u>Road work</u> : All items related to construction / renovation / improvement of bituminous roads.		

Note :

1. While calculating the amount, i.e. money value of the major items stated above amount of all sub-items included in the major items should be arithmetically added.
2. Completion Certificate(s) should be supported by BoQ(s)
3. Completion Certificate for fully (100 %) completed works will only be considered
4. Mention 'NA' in Col. 3 & 4 in case any off the major items are not included in the Completion Certificate. BoQ.
5. In case, there is any difficulty in getting the above table filled up in the office of the Authority issuing the completion certificate, signature of the issuing Authority may be obtained after SI.8. The table below SI.9 may be filled up by the tenderer himself in a separate sheet (title would be 'Fform-3 Contd.')

\_\_\_\_\_  
Signature of the bidder

\_\_\_\_\_  
Signature of the issuing authority

**Form – 4**

**Declaration against Common Interest**

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 / joint venture as a Proprietor / Owner of any other firm in the same serial for the work I / We want to participate.

Date :

\_\_\_\_\_

Signature

**FORM-6\***  
**SPECIMEN FORMAT FOR THE BANK GUARANTEE FOR ADDITIONAL PERFORMANCE SECURITY DEPOSIT**

(\*To be submitted only if the bid price quoted by the bidder is below 20% of the estimated cost put to tender, non submission of PDF of BG with e-bid will lead to rejection of bidder)

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 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 (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 only to be accepted) should be mentioned on the covering letter of issuing Branch.