



GOVERNMENT OF WEST BENGAL
Irrigation & Waterways Directorate
(Teesta Barrage Project)
Office of the Executive Engineer
Mahananda Canal Division
Teesta Administrative Building
Tinbattimore, Siliguri.

email : ee-mahacnldvn@wbiwd.gov.in

NOTICE INVITING TENDER
Notice Inviting Tender No:- 04/EE/MCD of 2017-18

Separate tenders are being invited by the Executive Engineer, Mahananda Canal Division, Irrigation & Waterways Directorate on behalf of the Governor of West Bengal for the works mentioned in the list given from eligible and resourceful contractors/bidders having sufficient credential and financial capability for execution of works of similar nature.

The intending tenderers should apply for tender paper in the office of the Executive Engineer addressing to the Executive Engineer, Mahananda Canal Division, Tinbatti, Siliguri.

Last date & time for application of tender is on 27.03.2018 upto 14.00 hours.

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 their application for the work only if they fulfill the minimum eligibility criteria and are in possession of all the required documents.

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 e-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.

Participation in more than one serial of work in a tender

Any contractor/bidder may apply 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.

- 1) Tender documents to be submitted in the tender box in the office of the Executive Engineer, Mahananda Canal Division, Tinbatti, Siliguri as per scheduled time and & date of original NIT.
- 2) a) Separate Tender should be submitted for each Work, as per attached List, in sealed cover inscribing the NIT No., Sl. No. and Name of the Work on the envelope and addressing to the Executive Engineer, Mahananda Canal Division, Tinbatti, Siliguri.
b) Submission of Tenders by Post or FAX or through Internet is not allowed.
- 3) The Tender Document and other relevant Particulars (if any) may be seen by the intending Tenderers or by their duly authorized representative during office hours between 11.00 A.M. And 4.00 P.M. on every working day, till the date of issue of tender papers in the office of the Executive Engineer, Mahananda Canal Division, Tinbatti, Siliguri. Any tenderer may send his authorized representative to attend interview, bid or any other purpose allowed by tender accepting authority. Such authorization must be submitted in stamped paper in presence of 1st class Judicial Magistrate or Notary Public.

LIST OF WORKS:

Sl. No	Name of work	Amount put to Tender	Earnest money (2% of the estimated cost put to tender)	Source of Funding	Time allowed for completion of the work	Minimum eligibility of the Contractor for participating in the tender.
1	2	3	4	5	6	7
1	Repair of existing shoulders in connection with the work Urgent repair of Inspection Path at right bank in the various reaches in between 14.40 km and 18.50 km of M.M.C. in P.S.- Phansidewa, Dist.- Darjeeling.	Rs. 4,76,844.00	Rs. 9537.00	Non Plan	30 Days.	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

- 1) No Postal documents i.e. NSC, KVP etc. will be entertained as earnest money.
- 2) Payment will be made only after proper utilization of materials at working site and according to availability of specific fund.
- 3) If the quoted rates are not found reasonable for the works of this NIT a bid may be held amongst the participating tenderers on the date of opening tender just after opening or other day as deemed fit. The participants should present positively on that day to participate in the bid if so arises.

Sd/-
Executive Engineer
Mahananda Canal Division

4) Documents to be submitted along with the application of tender paper

Sl. No.	Folder name	Details	Remarks if any
A	Certificates	<ol style="list-style-type: none"> 1. Professional Tax Payment Certificate(PTPC) or PT payment challan for current financial year or Govt. order for exemption in other states, if applicable. 2. PAN Card 3. Valid GST identification number(GSTIN) document 4. Latest I.T Return Receipt 	
B	Company Details	<ol style="list-style-type: none"> 1. Proprietorship Firms (Trade Licence)/acknowledgement/Receipt of application for trade license/Revalidation as applicable under the rules. 2. Partnership Firms (Partnership Deed, Trade- Licence, Form-VIII or Memorandum of Registration) 3. Limited Companies (Incorporation Certificate, Trade- Licence, Memorandum of Articles of ROC,) List of current owners/Directors/Board members) 4. Registered Co-operative Societies (Society Registration Certificate from ARCS of the state,, Trade Licence and By-laws,latest available Auditors report of Directorate of co-operative audit within proceeding five years as per socities Act and rules) 	
C	Credential	<ol style="list-style-type: none"> 1. 100% completion certificate for completed work, or Gross bill of 100% completed work including excess and supplementary items not covered in original BOQ. 2. and supplementary items not covered in original BOQ. 	
D	Financial Info	Payment certificate of 100% completed work issued by competent authority or any other related financial information.	

a) Intending Tenderers should apply for Tender Papers addressing to the Executive Engineer, Mahananda Canal Division, Tinbatti, Siliguri in their respective Letter Heads enclosing **self-attested copies** of the following documents, **originals of which are to be produced at the time of Application of Tender Paper**, as well as during interview (if any).

- i. P.A.N., G.S.T Registration & P. Tax valid at least up to the date of opening of the Tenders. Application for such clearance addressed to the competent authority, subject to production of authenticated receipt, may also be considered.
- ii. Completion Certificates/Payment Certificate (s) for the **single similar nature of single work** worth at least **30%** of the value of the Work for which Tender Paper is desired, executed within last 5 (five) years (to be determined from the actual year of completion, considering last financial year as Year-1).
- iii. Declaration by the Applicant to the effect that there is no other applications for Tender Paper for work in this N.I.T. in which he / she / they has / have common interest. Failure to produce any of the above Documents may be considered good and sufficient reason for non-issuance of Tender Paper.
- iv. Eligibility certificates issued by the ARCS for Engineer's Co-operative and Labour Co-operatives.
- v. Partnership Deed(for Partnership Firms) and registration from the Register of Firms. 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.

- vi. 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 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 along with the application.
 - vii. Any contractors can apply for tender papers 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 credentials and financial capability.
- b) (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 and 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 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.

iv. Guidelines for ascertaining similarity in nature of works

- A. Following major items having weightage of 25% or more in terms of monetary value in respect of amount put to tender for a work are to be identified and monetary value of each of the major item is to be calculated for any particular work listed in the NIT by summing up the associated items of the BOQ coming up under any of the major items as described below:
 - a. Earthwork (Type A): Earthwork in dry excavation in irrigation canals / drainage channels or in making of embankments on river / sea front / drainage channels / irrigation canals from borrow pit earth or transported earth, by manual / mechanical means including leads, lifts, and disposal / transportation etc.
 - b. Earthwork (Type B): Earthwork is wet excavation in flowing channels/rivers/reservoirs by barge/pontoon mounted excavators including all leads & lifts and disposal/transportation etc.
 - c. Brickwork /Boulder Masonry Work: Brickwork/boulder masonry work and cement plaster, excluding brick block pitching and similar works.

- d. Concrete work (other than for Buildings & Roads): RCC, PCC of all grades with reinforcement steels of concrete in hydraulic structures (i.e. structures on or across rivers / streams or jhora/ sea fronts/ drainage channels / irrigation canals excluding C.C block pitching / lining works) including Formwork and staging etc complete.
 - e. Structural Steel works: All types of structural steel works including M.S Sheet piles supply, fabrication, erection / installation etc. complete.
 - f. Protection work (Type A): C.C blocks / Cement concrete lining/toe walls/boulders of all kind, dry brick pitching / brick block pitching/boulder pitching/loose boulder apron/crated boulder dumping/brick bat dumping for sausage or aprons or under water scour depth filling by boulders / brick bats in geo-bags / nylon crated bags/laying of inverted filters below pitching (conventional or geo-jute or geo-synthetics) including supply, carriage and laying at site etc complete.
 - g. Protection work (Type B): Protection work with bullah and bamboo, porcupine cages / groynes or spurs and marginal embankments or levees, pitching by geo bags or polythene bags or crated polythene bags, including supply, carriage, placing / driving in position at site.
 - h. Road work (Type A): All items related to construction / renovation /improvement of bituminous roads/rigid & concrete pavements etc.
 - i. Road work (Type B): All types of fair weather roads involving use of boulder/brick bats/jhama bats/river bed materials/moorum etc.
 - j. Building works: All items related to brickwork, cement concrete work including reinforcement steel, scaffolding staging and shuttering, plastering, painting and flooring of buildings etc.
- B. If value of summation of those items contained in the BOQ or gross completed bill value of the CC (excluding contractual rate), related to at least one of the major items stated in the financial requirements at column 8 of the list of works is equal to or exceeds the amount of any one of financial requirements specified at column 8, the CC of that work may be considered as similar nature of work subject to fulfillment of the following conditions:
- a. After summation, the value may further be multiplied by the factors stated in the table under to take care of the inflationary factors.
 - b. Whenever credential of individual entities of a Consortium is considered, multiplying factor of 0.30 should be considered as 0.90 of combined values of the BOQ, or gross combined final values of each of CC of the individual entities satisfy the requirement .

Eligibility crieteria for participating in more than one tender in a NIT Normally separate Completion Certificate (CC) of 100 % completed works is to be provided for participation in separate works in a particular NIT. However CC for one particular work may be considered as eligible for participation in maximum 2 nos of SI, provided required credential for two such works (to be arithmetically added for identical major works) satisfies the requirements in all respect for one such completion certificate.

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

- (iv) Any suppression or misrepresentation of Fact will automatically debar the applicant from participating in any Tender under the Division for at least 3 (three) years from date of Detection in addition to such other penal action as the Government may deem proper.
- c) Intending Tenderers having not satisfied with the decision of the Tender Paper Issuing Authority may prefer an appeal to the next superior Officer. Necessary communication regarding his appeal to the Appellate Authority must be brought to the notice of such authority within two 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.
- a) Tender documents are available free of cost and NIT also made available in the Departmental website 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/s (SoR) etc. and such fee may be suitably determined by the Tender Inviting Authority as per norms.
- b) No Tender Paper will be supplied by Post.
- c) No Tender Paper will be issued after expiry of date & time mentioned in the notice.
- 5) Before submitting any Tender, the Intending Tenderers should make themselves acquainted thoroughly with the local conditions prevailing, by actual inspection of the site and take into consideration all factors and difficulties likely to be involved in the execution of work in all respects including transportation of materials, communication facilities, climate conditions, nature of soil, availability of local Labours and Rates prevailing in the locality etc. as no claim whatsoever will be entertained on these accounts afterwards. In this connection tenderers may contact the office of the undersigned upto **27.03.2018 between 11.00 A.M. and 2.00 P.M. on any working day.**

Cost towards Earnest Money Deposit (EMD), for each work as noted in the List of Works, in the form other than those mentioned below, will not be accepted. 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 the Executive Engineer, Mahananda Canal Division, payable at Siliguri. [Labour Co-operative Societies are exempted from deposition of Earnest Money (Vide Order No No.03(W)/ 2015-16 Dated, 18th November, 2015 of Secretary, I&WD)]

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

- 1) Earnest money as noted in the list of works will have to be deposited by the contractors.
 - a. The Tenderer should quote the rate both in figures & in words on the basis of percentage above / below /at par the scheduled of rates attached with the tender form and also in the space provided in the Tender Form.
 - b. Any tender containing over writing is liable to be rejected.
 - c. All corrections are to be attested under the dated signature of the Tenderer.
- 2) When a Tenderer signs his tender in an Indian language, the total amount Tendered should also be written in the same language. In the case of illiterate Tenderer, The Rates Tendered should be attested by a Witness.
- 3) The Tenderer who will sign on behalf of a Company or a Firm, must produce the registered documents in support of his competency to enter into an Agreement on behalf of the Company or the Firm under the Indian Partnership Act, failing which the Tender will not be considered and the deposited Earnest Money will be forfeited.
- 4) Any letter or other instrument submitted separately in modification of the sealed Tender will not be entertained.
- 5) The Tenderer should submit a statement (if desired) at the time of submission of his tender showing the technical staff to be maintained for the work, with their technical qualifications, failing which the Tender may be liable to rejection.
- 6) Conditional Tender, which does not full fill any of the above conditions, and is incomplete in any respect, is liable to summarily rejection.
- 7) Income Tax GST(Asper order no- 5050-F(Y) Dated- 16.08.17 of Finance Department, Govt. of West Bengal) Royalty, Building & Construction Workers Cess and all other statutory Levy/Cess etc. will have to be borne by the Contractor. (he will have to produce necessary documentary evidence of his having done so at the time of receiving the final payment for the work).

- 8) Lowest valid rate should normally be accepted. The **Executive Engineer, Mahananda Canal Division, Tinbatti, Siliguri**, is the accepting authority of Tender and The Tender Accepting Authority does not bind himself to accept the lowest Tender and reserves the right to reject any or all of the Tenders received, without assigning any reason whatsoever and also reserves the right to distribute the work amongst more than one Tenderers on technical feasibility.
- 9) The Tenderer will have to, if so desired by the Tender Accepting Authority, submit his analysis of rate to justify the rate quoted by him.
- 10) The Tenders will be opened, as specified in the List of works in the Chamber of the Executive Engineer, Mahananda Canal Division, Tinbatti, Siliguri in presence of the participating Tenderers or their duly Authorized Representative who may be present at the time of Opening and who may also put their signature in the Tender Opening Register.
- 11) The successful Tenderer will have to execute the formal agreement in duplicate which will have to be obtained from the office of the Executive Engineer, Mahananda Canal Division, Tinbatti, Siliguri, failing which the Earnest Money shall forthwith stand forfeited in the favour of the Government and the communication of acceptance of the tender/ Formal work order shall automatically stand cancelled.
- 12) If any Tenderer withdraws his Tender before its acceptance or refuses / fails to convert it into 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 minimum period of one year and his case will be referred to the Government for order as to what further action will be taken against him.
- 13) The successful Tenderer will have to abide by the provisions for the West Bengal Contract Labour (Regulation and Abolition) Rules, 1972 and such other Acts as may be applicable, as will be in force from time to time.
- 14) Materials such as cement, etc. have to be procured directly by the contractors as contractor supply [vide MOM held on 27.04.2015 at Teesta Sech Bhawan chaired by CE, TBP.]. 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.
- 15) Hire charge for Tools & Plants machinery, if issued departmentally, will be recovered from Contractor at such rates as will be fixed by the Engineer-in-Charge. The period of Hire Charges of all Tools & Plants machinery issued from the Govt. Godown will be counted from the date of their issuance from the godown and up to the Date of return into the same godown and the Hire Charges will be recovered from Contractors accordingly. All Tools & Plants Machinery issued to the Contractor must be returned in good condition. In the case of any damage, the cost of repair of such damage or replacement will be recovered from Contractor.
- 16) In the following cases a Tender may be declared informal and unacceptable.
 - a) Correction, alterations, additions etc. if not attested by the Tenderer.
 - b) Earnest Money in the form of D.C.R. / Demand Draft etc which are short deposited and / or not deposited in the favour of **the Executive Engineer, Mahananda Canal Division**.
 - c) If the Tender Form is not properly filled in respect of the general Description of the work, Estimated Cost, Rate of deduction of Security Deposit etc. in page -2 and other pages as are required to be filled in.
 - d) If the specified pages of the Tender Document are not signed by the Tenderer.
 - e) If the Tender is not submitted in a Cover properly sealed and name of the work is not indicated on the cover with N.I.T No.
- 17) For the refund of the Earnest Money of the unsuccessful Tenderer(s), he / they is / are to apply for the same to the Executive Engineer, Mahananda Canal Division, Siliguri, giving the reference to the work, N.I.T. No., Date of Tender, amount and mode of Earnest Money deposited – all in a complete form. The Earnest Money of All Tenderer other than the 1st Tenderers in each case, maybe refunded after acceptance of rate in the comparative statement, as early as possible.
- 18) To verify the Competence Capacity and Financial Stability of the intending Tenderer(s) the Issuing Authority may demand production of any necessary Document(s) as it may deem necessary.

- 19) The payment of any work will be made according to the availability of specific Fund and no claim whatsoever for delayed payment will be entertained.
- 20) Normally Tender Paper for not more than one work in any one NIT will be issued to an applicant who may indicate the Sl. Nos. of the work in the order of priority. However, depending on response to various serials in the NIT Tender Paper Issuing Authority may Issue Tender Paper for any serial even though it may not be preferred by the applicant.

Financial proposal of any contractor/bidder will come under consideration only when the PQ works criteria mentioned below are satisfied and fulfilled in the Technical Bid Evaluation stage.

Gross notional amount calculated from Completion Certificate (CC) of a single works contract 100% completed within the zone of immediate preceding five financial years as on the date of this NIT, issued in favour of the contractor/bidder /agency/Firm/Registered Co-operative Society for a similar work defined in the tender should be at least 30% of the amount put to tender (Tender Value) for the work it is bidding. The power to decide on the criteria of similarity rests without any prejudice, solely with the Tender Accepting Authority which shall be stated in column 7 of the List of Works.

21) Eligibility criteria for participating in more than one serial of work in ane-NIT

Normally, separate BOQ and Completion Certificate (CC) of 100% completed different works are to be provided by a bidder as PQ work credential for participation in separate works in a particular NIT. However, BOQ and CC for one particular work may be considered eligible for participation in maximum two numbers of serials of work in the same NIT, provided requisite PQ work credential vis-a-vis PQ work credential (both work as well as financial capacity) desired in column 7 of the 'List of Works' for two works being bid by the same bidder is to be arithmetically added and satisfies the requirement in all respect from one such CC submitted in both the serials.

- 22) **Penalty for suppression / distortion of facts and withdrawal of L1 bidder before acceptance of LOI** If any contractor/bidder fails to physically produce the originals of documents (especially Bank Guarantee and 100% Completion Certificates), or any other document on demand by the Tender Inviting Authority or Tender Evaluation Committee (TEC) which were submitted within a specified time frame, arising due to any material deviation detected ,and leading to specific doubts which could not be cleared by enquiry from issuing authority of these documents, or if there is any suppression/distortion/falsification noticed/detected/ pointed out at any stage of the tender process prior to signing of Contract-Agreement or the issuance of LOA or AOC, the Tender Inviting Authority will immediately bring the matter to the notice of the concerned Chief Engineer and the contractor/bidder may be suspended from participating in all future tenders on the of I&WD as per approval of the Suspension Committee/ Debarment Committee for a maximum period up to 3 (Three) years. In addition, his/her EMD of the tender 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, Centralized e-Tender Cell and also the Government in the Irrigation & Waterways Department. Copy of all suspension orders/Departmental debarment orders should invariably be communicated to the Nodal Officer, e- Governance Cell of the Department with a request for uploading the order in the Departmental website under the link "List of debarred/blacklisted contractors". Penal measures in regard to various offenses shall be guided in terms of the Departmental Notifications/Orders and as a Rule this would be considered a part of the tender document.

23) PROCEDURE FOR SUSPENSION AND DEBARMENT OF SUPPLIERS/ CONTRACTORS

A. SCOPE:

The procedure as laid down in subsequent paragraphs shall govern the suspension/debarment of suppliers, contractors and consultants ("Contractors" for brevity) involved in Government procurement for offenses or violations committed during competitive bidding and contract implementation, or even later for the works under Irrigation & Waterways Department, Government of West Bengal.

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

A person / entity that is suspended / debarred by a procuring entity shall not be allowed to participate in any procurement process under Irrigation & Waterways Department during the period of suspension / debarment unless the same has been revoked by the competent authority.

A Joint Venture or Consortium which is suspended / debarred or which has suspended / debarred member/s and/or partner/s as well as a person/entity who is a member of suspended / debarred Joint Venture or Consortium shall, likewise, not be allowed to participate in any procurement process under Irrigation & Waterways Department during the period of suspension / debarment unless the same has been revoked.

C. DEFINITION OF TERMS:-

i. Bidder: A person/Contractor/Agency participating in the procurement process and/or a Person/Contractor/Agency/Firm having an Agreement/Contract for any procurement with the Department shall be referred as bidder.

ii. Bid Evaluation Committee or Tender Evaluation Committee (TEC in short):

a. 'Bid/Tender Evaluation Committee' (TEC) for the bids invited by the Executive Engineer up to Rs. 45.00 lakh value will be comprising of i) Concerned Executive Engineer as Chairperson and Convener, ii) Concerned Assistant Engineer as Member, iii) Estimator/JE of the office of Executive Engineer of the Division as Member,

b. Bid/Tender Evaluation Committee' for the bids below Rs 3.0 lakh (TEC) value invited by the Assistant Engineer will be comprising of i) Concerned Assistant Engineer as Chairperson and Convener,

c. or, Any other Evaluation Committee constituted by the Department from time to time.

iii. Consolidated Debarment List: A list prepared by the Departmental Debarment Committee/Chief Engineer containing the list of bidders debarred by the Irrigation & Waterways Department, Government of West Bengal. The list would be displayed prominently in the designated link in website of the Department clearly stating the period of suspension/debarment.

iv. Contract implementation: A process of undertaking a project in accordance with the contract /Agreement documents.

v. Debarment: An administrative penalty, in addition to the contract/Agreement provisions, disqualifying a bidder from participating in any procurement process under Irrigation & Waterways Department, Government of West Bengal for a given period.

vi. Debarred Bidder: A Bidder who was disqualified by the competent authority of the Irrigation & Waterways Department, Government of West Bengal.

vii. Department: Irrigation & Waterways Department, Government of West Bengal

viii. Debarment Committee (Committee competent for issuing Debarment Order):

The "Debarment Committee" will be comprising of the (i) The Secretary, Irrigation & Waterways Department as Chairperson and Convener, (ii) The Chief Engineer (South), Irrigation & Waterways Directorate as Member and (iii) The Director of Personnel & Ex-officio Chief Engineer, Irrigation & Waterways Directorate as Member, (iv) The Financial Advisor, Irrigation & Waterways Department as Member, (v) For mechanical and electrical works, the Superintending Engineer, Mechanical & Electrical Circle for works of North Bengal, the Superintending Engineer, North Bengal Mechanical & Electrical Circle as Members.

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

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

x. Offence: A violation or breach of the Constitution of India, laws, regulations, laid down procedure, etc under Prevention of Corruption Act, 1988, Code of Criminal Procedure, 1973 u/s 195(1) and Section 197(1), Competition Act, 2007 and IT Act, 2000 as amended.

- xi. Procurement:** It is the act of buying goods, services or works from an external source. It is favourable the goods, services or works are appropriate and that they are procured at the best possible cost to meet the needs of the acquirer in terms of quality and quantity, time and location.
- xii. Procuring Entity/Authority:** The officer authorised by the Irrigation & Waterways Department, Government of West Bengal for procurement.
- xiii. Suspension:** Temporary disqualification of a bidder from participating in the procurement process of Irrigation & Waterways Department for a period of 6 (six) months when an offence is made against a bidder.

D Suspension Committee (Committee competent for issuing Suspension Order):

“Suspension Committee” will be comprising of i) Concerned Chief Engineer of the jurisdiction of work involved as Chairperson and Convener, ii) SE attached to the Chief Engineer as Member and iii) Concerned Superintending Engineer of the respective Circles as Member. For River Research Institute & Dam Safety Organisations, the concerned Chief Engineer, Irrigation & Waterways Directorate will act as Chairperson and the Directors as Member cum Convenor of the Suspension Committee as stated above.

E GROUNDS FOR SUSPENSION AND DEBARMENT

- i. Submission of eligibility requirements containing false information or falsified documents.
- ii. Submission of Bids that contain false information or falsified documents, or the concealment of such information in the Bids in order to influence the outcome of eligibility screening or any other stage of the bidding process.
- iii. Unauthorised use of one’s name/digital signature certified for purpose of bidding process.
- iv. Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his favour.
- v. Refusal or failure to post a self-declaration to the effect of any previous debarment imposed by any other Department of State Government and / or Central Government.
- vi. All other acts that tend to defeat the purpose of the competitive bidding such as lodging false complain about any bidder, lodging false complain about any officer duly authorised by the Department, restraining any interested bidder to participate in the bidding process etc.
- vii. Assignment and subcontracting of the contract or any part thereof without prior written approval of the procuring entity.
- viii. Whenever adverse reports related to adverse performance, misbehaviour, direct or indirect involvement in threatening, making false complaints etc damaging the reputation of the Department or any other type complaint considered fit by the competent authority of the Department are received from more than one officer or at more than one occasion from individual officer.
- ix. Refusal or failure to post the required performance security/earnest money within the prescribed time without justifiable cause.
- x. Failure in deployment of technical personnel, engineers and / or work supervisor having requisite license/supervisor certificate of competency as specified in the contract.
- xi. Refusal to accept an award after issuance of ‘Letter of Acceptance’ or enter into contract with the Government without justifiable cause.
- xii. Failure of the contractor, due solely to his fault or negligence, to mobilize and start work or performance within the specified period as mentioned in the ‘Letter of Acceptance’, ‘Letter of Acceptance cum work Order’, ‘Work Order’, ‘Notice of Proceed’, ‘Award of Contract’ etc.
- xiii. Failure by the contractor to fully and faithfully comply with its contractual obligations without valid cause, or failure by the contractor to comply with any written lawful instruction of the procuring entity or his representative(s) pursuant to the implementation of the contract.
- xiv. For the procurement of consultancy service/contracts, poor performance by the consultant of his services arising from his fault or negligence. Any of the following acts by the consultant shall be construed as poor performance:
 - a. Non deployment of competent technical personnel, competent engineers and / or work supervisors;
 - b. Non deployment of committed equipment, facilities, support staff and manpower; and
 - c. Defective design resulting in substantial corrective works in design and / or construction;
 - d. Failure to deliver critical outputs due to consultant’s fault or negligence; and
 - e. Specifying materials which are inappropriate and substandard or way above acceptable standards leading to high procurement cost,
 - f. Allowing defective workmanship or works by the contractor being supervised by the consultant.

- xv. For the procurement of goods, unsatisfactory progress in the delivery of the goods by the manufacturer, supplier or distributor arising from his fault or negligence and / or unsatisfactory or inferior quality of goods, vis a vis as laid down in the contract.
- xvi. Wilful or deliberate abandonment or non-performance of the project or contract by the contractor resulting to substantial breach thereof without lawful and / or just cause.

F. CATEGORY OF OFFENSE:

- a. First degree of offense: Sl No. 9E(i). to (xvi) to be considered as first degree of offense.
- b. Second degree of offense: Any one of the offenses as mentioned under Clause 9E(i) to (xvi), committed by a particular bidder/contractor/supplier by more than one occasion, be considered as second degree of offense.

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

- c. Debarment procedure and rules with guiding principles are published as Departmental Notification available in wbiwd.gov.in in the Notification link.

G. PENALTY FOR OFFENSE:

- a. For committing 1st degree of offense: Disqualifying a bidder from participating in any procurement process under Irrigation & Waterways Department, Government of West Bengal up to 2 years.
- b. For committing 2nd Degree of offense: Disqualifying a bidder from participating in any procurement process under the Irrigation & Waterways Department, Government of West Bengal for a period of 3 (three) years.

24) Taxes & duties to be borne by the Contractor/bidder

In view of introduction of GST with effect from 01.7.2017, all the bidders intending to participate in this e- 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.

25) Site inspection prior to submission of tender

Before submitting a tender, the intending contractor/bidder should make themselves acquainted thoroughly with the local conditions prevailing at site of implementation of the work by undertaking field inspections and taking into consideration all probable factors and difficulties to be involved during 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 designated Assistant Engineer/Executive Engineer, Mahananda Canal Division in between 11.30 hours to 16.30 hours on any working day, prior to the date of last date for submission of bid in the tender.

26) Signing of formal tender contract/agreement after acceptance of e-tender

The contractor/bidder, whose bid is approved for acceptance, shall within 15 days of the receipt of Letter of Invitation (LOI) or Letter of Acceptance (LOA) in his / her favour, will have to execute a 'Formal Agreement' with the Engineer-in-Charge in quadruplicate in W.B.F. 2911(i)/2911(ii) and all other contract documents, entire set of which may be obtained free of cost from the office of the designated Executive Engineer, Mahananda Canal Division /Division in-charge of the work tendered.

If the selected L1 bidder fails to turn up even after 30 days after the initial 15 days from the date of uploading of the AOC in the e-Procurement portal or the despatch date of official communication for signing of the Contract/Agreement, the selected bidder is liable for penal actions which shall comprise blacklisting, debarring from future participation in Government tenders, immediate forfeiture of the Earnest Money deposited in the tender, other penal actions as stipulated under clause 9 & 10 of the NIT, the Departmental Notification and also contained in contract W.B Form No. 2911(i)/ 2911(ii)/ Agreement.

27)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.

28)No cost escalation in any form is included in the Tender Contract Agreement.

29)Definition of Physical Milestones:

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor, and which shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence. Time being deemed to be the essence of contract on the part of the contractor; the contractor shall be bound in all cases, to achieve the ‘Milestones’ as specified by the Engineer-in-Charge with the AOC, defining pertaining to the work. The contractor within 15 days of receipt of Letter of Acceptance shall submit a work programme commensurate with period of construction in the form of a Bar Chart work programme, stating the timeline of such different Milestones. In the event of the contractor failing to comply with any of the conditions related to achieving the ‘Milestones’ within the specified time period prescribed for such ‘Milestone’ plus one month, he/she shall be liable to pay compensation.

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

28. Time Schedule of Tender procedure:-

i)	Date of publication	19/03/2018	11.00 hrs
ii)	Last Date & Time for application with original paper varification	27/03/2018	upto 14.00.hrs.
iii)	Last Date & Time for issue of Tender paper.	29/03/2018	upto16.00.hrs.
iv)	Date & Time of dropping in Tender box at the dropping centers.	02/04/2018	upto 15.00 .hrs.
v)	Date & Time of opening of Tender in the office of the undersigned	02/04/2018	after 15.30 .hrs.

Sd/-
Executive Engineer
Mahananda Canal Division

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 e-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.

26. SCHEDULE OF MATERIALS TO BE SUPPLIED DEPARTMENTALLY AND THEIR RECOVERY RATES

Sl. No	Name of materials	Issue rate (in `)	Unit	Penalty recovery rate for loss or misuse or wastage (if otherwise not mentioned specifically in the SoR)	Place of delivery
01	Cement		MT	2 (Two) times issue rate	Departmental Godown
02	Reinforcement steel rods, structural steel members, M.S sheet Piles		MT	2 (Two) times issue rate	-do-
03	Bitumen		MT	2(Two) times issue rate	-do-

Sd/-
(B. Sheikh)
Executive Engineer
Mahananda Canal Division
Tinbatti, Siliguri.

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:- N.I.T No - 04/EE/MCD of 2017-18
Work Sl. No-01

To,
Executive Engineer
Mahananda Canal 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 e - 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 IS SUFFICIENT)

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:- N.I.T No - 04/EE/MCD of 2017-18
Work Sl. No-01

To,
Executive Engineer
Mahananda Canal 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 e - 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 REQUIRED)

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

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

01.	Chief Engineer, Teesta Barrage Project, Teesta Sech Bhawan, 2 nd Mile Sevoke Road, Siliguri.
02.	Superintending Engr., Mahananda Barrage Circle, Tinbatti. Siliguri
03.	Superintending Engr., Teesta Barrage Circle, Teesta Sech Bhawan, 2 nd Mile Sevoke Rd.Siliguri.
04.	Superintending Engineer, Teesta CanalCircle, Karnajhora, Raigang.
05.	Superintending Engineer, North Bengal Mechanical & Electrical Circle, Tinbattimore, Siliguri.
06	Superintending Engineer North East Irrigation Circle –I, Club Road, Jalpiguri.
07	Superintending Engineer North East Irrigation Circle –II, Club Road, Jalpiguri.
08	Nodal officer of e-Tendering. Irrigation & Waterways Department Jalsampad Bhawan, 7th Floor, Salt Lake City, Kolkata-700091 with the request to upload this NIT in the Departmental website: wbiwd.gov.in (Sent to the e-mail : dvcsc6816@gmail.com /irrigationhelpdesk@gmail.com)
09/15	Executive Engineer, Mahananda Barrage Division/Teesta Canal Division.-I, Teesta Canal Division.-II/ Teesta Monitoring &Evaluation Division/ Teesta Resources Division-I/ Siliguri Irrigation Division, Siliguri/ Teesta Barrage Division, Oodlabari, Jalpaiguri
16	Divisional Accounts Officer ,Grade- II of this office.
17.	Notice Board.

Sd/-
(B. Sheikh)
Executive Engineer
Mahananda Canal Division
Tinbatti, Siliguri.