

W.B.F. No. – 2914

**Government of West Bengal**  
Irrigation & Waterways Directorate  
Office of the Sub-Divisional Officer  
Teesta Barrage Electrical Sub-Division-I  
Oodlabari; Jalpaiguri

**Memo No. 32****Date – 31/08/2018****N.I.T No – WBIW / SDO / TBESD-I / NIT-01 / 2018-19**

Separate sealed Tenders in printed forms are hereby invited by the *Sub-Divisional Officer, Teesta Barrage Electrical Sub-Division No.-I, Oodlabari, Jalpaiguri*, on behalf of the Governor of the State of West Bengal in West Bengal Form No. 2911(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 as per categorization, detailed hereunder in this NIT.

**2. List of work(s): -**

Sl. No	Name of Work	Amount put to Tender (Rs.)	Earnest Money Deposit (Rs.)	Cost of Tender Paper (Rs.)	Time allowed for completion	Source of fund	Eligibility of Contractor (*)
1	2	3	4	5	6	7	8
	Supplying and fixing of New LED light fittings including replacement of damaged under ground cable for better illumination purpose surrounding HAWA MAHAL area at Teesta Barrage site, Gazoldoba within the jurisdiction of Teesta Barrage Electrical Division.	2,88,809.00	5,776.00	Nil	20 days	Non-Plan	Bonafide outsiders having credential of execution of similar nature of work of value 30% of the amount put to tender within the last 5 years.

(\*) For Consortiums, criteria to be followed as per clause 7 of General Terms and Conditions and information.

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

i)	Last Date & Time for application for collection of Tender Form.	10/09/2018	Up to 16.00 hrs.
ii)	Last Date & Time for issue of Tender paper.	10/09/2018	Up to 15.00 hrs.
iii)	Last Date & Time for dropping of Tender paper	13/09/2018	Up to 15.00 hrs.
iv)	Date & Time of opening of Tender in the office of the Sub-Divisional Officer, Teesta Barrage Electrical Sub-Division No.-I, Oodlabari, Jalpaiguri.	13/09/2018	After 15.30 hrs.

**4. Tender documents :** - The Tender documents shall consist of the followings and other relevant particulars may be seen by the intending Tenders 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: -

- a) Notice Inviting Tender.
- b) W.B.F. No. 2911(ii)
- c) 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).

### **GENERAL TERMS AND CONDITIONS**

**5. Application for collection of Tender forms :** - a) Intending Tenderers have to be submitted application in sealed envelope duly enclosed with the self-attested copies of the following documents addressed to the *Sub-Divisional Officer, Teesta Barrage Electrical Sub-Division No.-I, Oodlabari, Jalpaiguri*, any working days between 11.00 AM. to 4.00 PM.. on or before the last Date & Time for application as scheduled in Para (3) above or revised time schedule as per the 'CORRIGENDUM' issued subsequently.

**b.) Copies of documents:**

- i) Professional Tax Payment Certificate (PTPC) or PT payment Latest challan for current financial year.
- ii) Valid PAN Card in the name of bidder organization
- iii) Valid GST Identification number (GSTIN) document under the relevant GST Acts & Rules of State Govt.
- iv) Income Tax Return under IT Act of immediate preceding financial year
- v) Credential certificate as stated in S.L. No-6&7 of similar nature of work.

**6. Credential Certificate: -**

- i. Completion Certificates (CC) for 100% completed works (Gross 100% final billed value) within last five financial years will only be accepted as valid credential of work. Incomplete ongoing work shall not be considered for valid Credential.
- ii. CC should clearly show the name, postal address, (contact Tel. No. and FAX or e-mail ID if issued outside the jurisdiction of the State) of the office and designation of the officer/ authority issuing the CC for the work along with the name of work and amount put to tender (Tender Value). Illegible certificates and those having incomplete information may be rejected.
- iii. CC of works executed in the Irrigation & Waterways Directorate will be considered. CC of works executed in other Departments of the State Government/ organizations viz. Public Works & Public Works (Roads) Department, Public Health Engineering Department, Sundarban Affair Department and other State Government Departments, Zilla Parishads & Panchayat Samities only within the jurisdiction of the State of West Bengal, WBHIDCO, WBSEDCL, WBSETCL, KMDA, KMW&SA, KMC, Other Municipal Authorities and Bodies, HRBC, Engineering Departments of Union Government and Organizations like Farakka Barrage Project (FBP) Authority, Indian Railways, KoPT and companies owned or managed by the Government of West Bengal, i.e. Mackintosh Burn Ltd., Westinghouse Saxby Farmer Limited & Britannia Engineering Ltd. may also be considered. Such CC are to be issued by an officer/authority not below the rank of Executive Engineer / Divisional Engineer / District Engineer/Project Manager of the State/Union Government Departments/ Organisations; authorised signatories of CC for Panchayat Samities and Municipalities shall be BDO & Ex-officio Executive Officer and Secretary or equivalent administrative officers respectively. It is desirable to have contact telephone and FAX or e-mail address of the signatory of the CC for all offices outside West Bengal. Such CC is required to be further countersigned by the immediate superior authority of the issuing authority for all cases outside the State of West Bengal other than if executed direct Union Government Departments /Ministries. Also such certificates when issued in all other States other than those directly of State / Union Government Departments/Ministries and Indian Railways should contain a declaration that the work has been executed to the satisfaction of the concerned Government Organisation and has been declared 100% complete in all respect by the competent authority in the concerned Organisation.

**7. Eligibility Criteria:-**

- i. Eligibility of agency based on work credential will be calculated as per norms stated in the tender. While determining the eligibility criteria, the "Amount put to tender" of the work executed by the bidder will be considered towards calculation of the work credential.

ii. 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

Net notional amount calculated from Completion Certificate (CC) of a single work during last 5 years issued in favour of the contractor/bidder /agency/firm/consortium for a work of similar nature should be **at least 30%** of the amount put to tender (Tender Value) for the work. However, for consortiums where CC of individual entities of the consortium are to be considered, sum of work values in the CC of individual entities (one for each entity) for works of similar nature should be at least **90%** of the tender value. The power to decide on the criteria of similarity rests without any prejudice solely with the Tender Accepting Authority.

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

- Submission of tenders by one single bidder in excess of 50% of the number of works in any particular NIT will not be considered.
- Normally separate Completion Certificates (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 two numbers of serials, provided required credential for two such works (to be arithmetically added) satisfies the requirement in all respect from one such completion certificate.
- A bidder technically qualified in the 1st call when participates in the 2nd call, his participation in 2nd call will be given 1st priority while determining the eligibility criteria for participation in multiple work serials in a NIT. Even if such bidder does not submit fresh tender in the 2nd call his participation in the 2nd call will be considered as deemed participation and hence will be suitably taken into account while determining the eligibility criteria for participation in multiple work serials in the NIT.

**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)

- Delay submission of application (after expiry of the schedule time)
- Insufficient & improper documents submitted with the applications.
- Non-submission of completion, payment certificate properly.
- Submission of only old completion certificate and old payment certificate.
- Without signature of the applicant and serially numbered of the submitted documents.
- Non-submission of copies of partnership deed and firm registration certificate from the registrar of Firms, West Bengal.
- Valid N.O.C. issued by A.R.C.S. of the concern district (In case of un-employed Engineers Co-operative Societies Ltd.) and current audit report for both Engineers and Labour Co-operative Societies.
- Submission of loose application with the documents excepting booklet or constrict stitching.
- Bank Solvency Certificate valid during a year up to 30 % of the value of work –Not applicable.

**9. Fulfillment of Criteria and issue of Tender Paper :** - All the above as stated under Para 5(a)&(b) and Para (6), (7) and (8) are to be fulfilled properly, pending fulfilment of which Tender Forms may not be issued.

**10. Order for issue of Tender forms :** - The application of the intending tenderers along with the all documents so received by the office of the undersigned after due verification of the supporting credentials and all other documents the tender paper will be issued and the decision of the undersigned will be final & bindings to all.

**11. Not satisfied with the decision of the authority 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. Collection of Tender forms:** - Tender documents are available free of cost in the office of the Tender Inviting Authority viz. AE/EE and also made available in the Departmental website [www.wbiwd.gov.in](http://www.wbiwd.gov.in). Cost of tender document shall not be charged even during execution of formal tender contract/agreements. However, the contractors/bidders may wherever necessary be charged suitably for asking additional multiple copies of drawings, specifications, Schedule of Rates booklet (SOR) etc. and such fee may be suitably determined by the Tender Inviting Authority as per norms.

**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 labourers 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 and Security Deposit:** - In terms of Notification No. 03-W dated 18th January 2011 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 18th January 2011; 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, where they are (a) enlisted contractors quoting for open tenders individually or as a combined unit, (b) outside bonafide agencies, and (c) Unemployed Engineer's Co-operative or Labour Co-operatives.

ii) **DEPOSIT OF EARNEST MONEY & SECURITY DEPOSIT IN CASE OF UNEMPLOYED ENGINEERS COOPERATIVE SOCIETIES AND LABOUR CO-OPERATIVE SOCIETIES :-**

a) Both the above Co-operative Societies will have to be deposited the earnest money and Security Deposit as per the Notification No. 03-W dated 18th January 2011 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.

b) **DEDUCTION OF SECURITY MONEY FROM THE PROGRESSIVE BILL :-** In para (7), in respect of the successful tenders have deposited earnest money at 2% of the tendered value of the work as in paragraph 229 (iii) shall be converted as a part of the security money and an additional security shall be deducted from the progressive bills at 8(eight) percent of each such bill so that the total deduction together within the 2 (two ) percent security already taken constitute 10 (ten) percent of the total value of the work as actually done.

c) **NO FURTHER DEDUCTION SECURITY MONEY FROM THE PROGRESSIVE BILL :-** In para (8), successful tenderers, if so he/they desire may also be permitted to deposit further Security Deposit amounting to 8% of the tendered amount of the works, over and above 2% already deposited and there shall not be any further deduction from the progressive bills.

d) **ADDITIONAL PERFORMANCE SECURITY :-** If the accepted bid value is below 20% of the amount put to tender in addition to EMD and Security Deposit, (I&WD No. 09-W/2017-18 dated 20.07.2017 may

be referred in the order link of wbiwd.gov.in) additional performance security @10% as Bank Guarantee shall be obtained from successful L1 bidder.

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 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, Teesta Barrage Electrical Division, Tinbatti, Siliguri** issued from any of the following Schedule Banks payable at **Siliguri** should be dropped with the Tender. E.M.D. issued from any other than the schedule banks will liable to rejection of the Tender.

The list of Scheduled Banks in India (Public Sector & Private Sector) constitute 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 Jaipur 3) State Bank of Hyderabad 4) State Bank of Indore 5) State Bank of Mysore 6) State Bank of Saurashtra 7) State Bank of Travancore 8) Andhra Bank 9) Allahabad Bank 10) Bank of Baroda 11) Bank of India 12) Bank of Maharashtra 13) Canara Bank 14) 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 India 25) UCO Bank 26) Vijaya Bank.

Scheduled Banks in India (Private Sector):

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 Ltd 8) Bank of Punjab Ltd 9) IDBI Bank Ltd.

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'

**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 schedule Date & Time as stated in Para (3) above and or the changing schedule made vide issuing necessary CORRIGENDUM duly addressed to the *Sub-Divisional Officer, Teesta Barrage Electrical Sub-Division No.-I, Oodlabari, Jalpaiguri* at Office of the *Sub-Divisional Officer, Teesta Barrage Electrical Sub-Division No.-I, Oodlabari, Jalpaiguri*.

**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 the dropping centre.

ii) Tender to be opened by the *Sub-Divisional Officer, Teesta Barrage Electrical Sub-Division No.-I, Oodlabari, Jalpaiguri*, after collecting the sealed tenders in presence of the participating Tenderer or his/their authorized representatives who may be present at the time of opening and will put initials in the opening register.

iii) In terms of Para 221(1) of I& W.D. Code Vol.I, 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 of 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.

**17. Acceptance of Tender:** - The acceptance of the tender will rest with the *Sub-Divisional Officer, Teesta Barrage Electrical Sub- Division No.-I, Oodlabari, Jalpaiguri*, and approved by the *Executive Engineer, Teesta Barrage Electrical Division, Tinbatti, Siliguri* 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.** 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.

**19.** 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 equipment's in their possession for necessary documentary evidence are to be produced.

**20.** 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.

**21.** 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.

**22.** 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

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

**24.** 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 2nd page of W.B.F 2911 and the last page of price schedule.

**25.** Any tender containing over writing is liable to be rejected.

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

**27.** 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.

**28.** 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.

**29.** 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.

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

**31.** GST., 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.

- 32.** 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.
- 33.** 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.
- 34.** 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. Contract Labour (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 pro forma of Labour Department in form V for doing the needful by the authority of labour Department.
- 35.** As per rule, the intending tenderer has to disclosed his/their 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.
- 36.** 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.
- 37.** The Tenderer will have to, if so desired by the Tender Accepting Authority, submit his analysis to justify the rate quoted by him/them.
- 38.** 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.
- 39.** The successful Tenderer will have to execute the duplicate/triplicate (Plain Paper ) copies of his /their tender which will have to be obtained free of cost in the office of the *Sub-Divisional Officer, Teesta Barrage Sub-Division No.-I, Oodlabari, Jalpaiguri* 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.
- 40.** 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.
- 41.** Materials such as cement, M.S. Rod, Tor Steel, 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 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.
- 42.** 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.

**43.** 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, Teesta Barrage Electrical Division, Tinbatti, Siliguri* with 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.

**44.** (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 1st page of W.B.F. 2911. In case of rejected Tender it should be refunded within 10(ten) days from the date of decision.

**45.** 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.

**46.** As per G.O. No. 1627(8)/1A dated 26th 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.

**47.** 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 Nos. 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.

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

**49.** Tender may be cancelled in any stage without assigning any reason.

**50.** 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.

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

**52.** 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.

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

**54.** All specifications, Terms and conditions etc. of the printed schedule of rates of North Bengal Mechanical & Electrical Circle, P.W.D., P.W.D. (Roads), Member (P.I. &D), & Member (Execution) N.B.F.C.C. will be applicable, unless otherwise specified.

**55.** Apart from all the above, only in the interest of the Government, the committee may allowed collecting 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.

**56.** 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.

**57.** In case office remain closed on the date of dropping of tender for any natural calamity or in the event of any unforeseen reason /bandh/strike etc. the tender dropping date will be the next working day.

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



### **Additional Terms & Conditions**

1. Executive Engineer of the concerned Division is the Engineer-in-Charge in respect of the contract and all correspondences concerning rates, claims, change in specifications and/or design and similar important matters will be valid only if accepted/recommended by the Engineer-in-Charge. If any correspondence of above tender is made with officers other than the Engineer-in-charge for speedy execution of work, the same will not be valid unless copies are sent to the Engineer-in- Charge and approved by him. Instructions given by the Sub-Divisional Officer/Assistant Engineer and the Section Officer/Junior Engineer on behalf of the Engineer-in-Charge shall also be valid (who have been authorized to carry out the work on behalf of the Engineer-in-Charge) regarding specification, supervision, approval of materials and workmanship. In case of any dispute, the decision of Engineer-in-Charge shall be final and binding.
2. Acceptance of the tender including the right to distribute the total work between two or amongst more than two contractors/bidders will rest with the Engineer-in-Charge without assigning reason to the contractors/bidders thereof. The Executive Engineer as the accepting authority reserves the right to reject any or all tenders without assigning any reason thereof.
3. The contractors/bidders shall have to comply with the provisions of (a) Contract labour (Regulation & Abolition) Rules, 1970 and its revision (b) Minimum Wages Act 1948 and its amendments, or the modifications thereof or any other laws relating thereto enforced by the appropriate Government from time to time.
4. Engineer-in-Charge shall not entertain any claim whatsoever from the 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 / royalty etc. after work order / commencement and before final completion of the work is to be borne by the contractor/bidder. Original challan of those materials, which are procured by the bidder, may be asked to be submitted for verification if required.
7. Labour Welfares Cess @ 1% of the cost of construction works shall be deducted from the Gross value of all works Bill in terms of Finance Department order. Also it is instructed to compulsorily register his/her establishment under the Act, under the competent registering authority, i.e. Assistant Labour Commissioner / Dy. Labour Commissioner of the region for disbursing PF and ESI benefits of workers. 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.
8. No mobilization / Secured advance will be allowed unless specified otherwise in the contract.
9. GST, Cess, Royalty of sand, stone chips, stone metal/ gravels, boulders, forest products, Toll Tax, Income Tax, Ferry Charges and other Local Taxes if any, are to be paid by the contractor/bidder. No extra payment will be made as re-imbursement or compensation for the above. The rates of supply of finished work items are inclusive of these taxes and charges. 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 arrangement of Labour camps shall have to be arranged by the contractor at his/her own cost.
11. The contractor shall arrange for supply of mazdoors, bamboo, ropes, pegs, flags etc. for taking/layout for the work and for giving and checking measurements by the Engineer-in-Charge or any other Department officer assigned by him / her for which no extra payment claim will be entertained.
12. The contractor should thoroughly scrutinize the site of work and relevant tender documents, drawings etc. before submitting the tender and satisfy himself/herself regarding the conditions and nature of works and ascertain the difficulties that might be encountered during execution of the work, carrying of materials to the site of work, availability of drinking water and other human requirements including safety and security etc. Works on river banks may be interrupted due to various unforeseen reasons e.g. sudden rise in water level, inundation of site caused by flood, inaccessibility of working site for carriage and transportation of materials. Engineer-in Charge may instruct the contractor to suspend work that may be subjected to damage due to extremely adverse weather/climatic conditions and no claim will be entertained on this account. There may be variations in alignment, height of embankment or depth of cutting, location of revetment, structures (Enclosure to I & W D G.O No. 172(8)-IB/IW/O/IB-Misc-38/2011 (Pt. III) dated 06.09.2016) etc. due to change of topography, river conditions and local requirements etc. from the approved work estimate during actual execution of the scheme. For all such modifications or alterations,

the tendered rate and contract will remain valid. The contractor will not be entitled to any additional financial claims or extra rates on any of these accounts.

**13.** A machine page numbered Site Order book (with triplicate copy of every page) will have to be maintained at site by the contractor and the same has to be issued by the Engineer-in-Charge before commencement of work at site. Instructions issued by the inspecting engineer officers not below the rank of Assistant Engineer will be recorded in this site order book and the contractor must note down and comply the same at the earliest.

**14.** The work will have to be completed within the time period as mentioned in the NIT. A suitable work programme based on time period allowed for completion of work as per tender is required to be submitted by the contractor within 7(seven) days from the date of receipt of work order which should satisfy the time limit assigned for completion. Contractor should inform in writing the name of his authorized representative/s who are to remain present at site daily during work execution to receive instructions relating to the work, sign measurement book & bills and other Govt. papers etc. on the basis of Power of Attorney conferred within 7 (seven) days from the date of receipt of work order, if not done earlier.

**15.** The contractor shall be bound to comply with all the Central & State Pollution Control Acts & Rules during entire construction period.

**16.** All possible precautions should be taken for the safety of the work force deployed by the contractor and also others at worksite as per safety rules as is enforced by appropriate authority. The contractor will remain liable towards payment of compensation in accordance with the Workman's' Compensation Act etc. for the labourers engaged and should deal to settle such cases promptly. Proper road signs as per P.W.D. practice will have to be erected by the contractor at his own cost while operating on or near public thoroughfares.

**17.** The contractor will have to maintain technically qualified employees and/or apprentices at site as per prevailing Apprentice Act or as stipulated in the contract.

**18.** The contractor will have to accept the work programme as per modification and priority of work as fixed by the Engineer-in-Charge so that most vulnerable reach and/or critical items are completed before the due date for arrival of monsoon or rise of water level or for any other suitable reason/s.

**19.** Quantity of various items of work mentioned in the tender schedule or in work order is only tentative. During actual execution, these tendered items may vary, even substantially. Payment will be made on the basis of quantum of work actually done in different items and as per specification and no claim will be entertained for reduction of quantities in some items or due to omission of some tendered items. For execution of quantitative excess in any item beyond 10% or supplementary works, approval of the Superintending Engineer / Chief Engineer Government in the Irrigation & Waterways Department would be required depending on who ever is the Tender Accepting Authority and financial involvement thereof, before making any excess and /or supplementary item work payment.

**20.** In order to cope up with the present system of e-billing, supply of departmental materials is not encouraged. However, such materials may be issued to the contractor/agency to the extent of requirement, subject to availability, as assessed and following the Treasury system of accounting procedures and in installments as may be suitably decided by the Engineer-in-Charge. Issuance of materials may be of three categories.

- a) Materials issued directly to the work subject to its recovery from bills.
- b) Materials issued from departmental Godown subject to its recovery from bills.
- c) Materials issued free of cost.

**21.** Any construction materials brought to work site by the contractor must be approved by the Engineer-in-Charge. Materials rejected must be removed by the contractor from work site at his own cost within 24 hrs of issue of the order to that effect. The rates in the schedule are inclusive of cost and carriage of all materials to worksite. The materials will have to be supplied in phases with due intimation to the Sub-Divisional Officer/Assistant Engineer concerned, in conformity with the progress of the work. For special type of materials, i.e. Geo Synthetic Bags, HDPE Bags, Geo-Textile Filters, Geo-jute Filters etc. if any, relevant data sheets containing the name of the (Enclosure to I & W D G.O No. 172(8)-IB/IW/O/IB-Misc-38/2011 (Pt. III) dated 06.09.2016) manufacturers, test report etc. are also to be submitted on each occasion. Engineer-in-Charge may conduct independent tests of all construction materials on the samples drawn randomly before accordance of approval for using these materials for the work. In this regard decision of Engineer-in-Charge is final and binding.

**22.** For materials under category 20 (a), (b) & (c), the contractor will act as the custodian thereof. The construction materials will have to be carried from the departmental godown to the worksite by the contractor at his own cost. The contractor shall remain responsible for proper storage & safety of the

materials. Suitable godowns/ Stores shall have to be made by the contractor at his/her own cost. Penalty charges shall be levied at higher rates for loss, wastage, misuse. Surplus departmentally issued materials if any, shall have to be returned in the godown or store maintained by the Engineer-in-charge at the contractor's cost within the time frame as fixed by Engineer-in-Charge. Otherwise, the cost at penal rates will be recovered from the bill. Indent for departmental materials shall be submitted by the contractor to the S.D.O/AE at least 7 days in advance of actual requirement. No claim will be entertained for non-issuance of such materials on time, but reasonable extension of time will be granted. All materials, whatever be its category thereof, shall be properly stored by the contractor in suitably maintained godowns near the site of work at his own cost & under no circumstances whatsoever shall any material be removed from the site of work without prior written permission of the Engineer-in-Charge. The contractor shall be responsible for any damage or loss of such materials.

**23.** The contractor shall also have to satisfy the Engineer-in-Charge regarding proper utilization of materials which have been issued departmentally.

**24.** Value of the materials, under category (a) & (b) of Rule 20, will be recovered from the progressive bills of the contractor in one or successive installments as may be decided by the Engineer-in-Charge.

**25.** Requisite quantity of cement as may be required for the work will be supplied from the nearest departmental godown, if stock permits. The issue rate of cement is shown in the Schedule of materials attached with the tender. Excess consumption of cement by more than 5% over the final consumption statement drawn up as per consumption rate specified in the Schedule included in the tender will be recovered at a penal rate shown in schedule.

**26.** Steel reinforcement rods/MS Sheet Piles/Bitumen will be issued if stock permits from the nearest Departmental godown where such material is available in marketable length/quantity. While issuing the same, for any particular work, the quantity actually required as per approved drawing shall only be issued. It will be responsibility of the Contractor as well as the Engineer-in-Charge to get this quantity properly utilized in the work. Cut pieces, if any, will not be taken back by the Department. Recovery for the total quantum of steel rods issued will be made at the issue rate shown in the Schedule. In case of use over +10%, deduction will be made at a penal rate shown in the Schedule. This whole principle shall apply in case of other M.S materials like sheet piles and structural steel members as well.

**27.** All quarries and disputes arising out of the works tender contract is to be brought to the notice of Chairman of the Departmental Dispute Redressal Committee in writing for decision within 15 days.

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

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

Sd/-

*Sub-Divisional Officer*

*Teesta Barrage Electrical Sub-Division No.-I  
Oodlabari, Jalpaiguri*

