

W.B.F. No. – 2914



Government of West Bengal  
Irrigation & Waterways Directorate  
Office of the Sub-Divisional Officer,  
Teesta Barrage Sub-Division No. VII  
Oodlabari, Jalpaiguri, Pin – 735222

Memo No:-297

Date:-01.02.2019

**NOTICE INVITING TENDER**

N.I.T. No. – WBIW/SDO/TBSD-VII/NIT-04/2018-19

Separate sealed tenders are being invited by the Sub-Divisional Officer, Teesta Barrage Sub-Division No. VII, Oodlabari, Jalpaiguri, Irrigation & Waterways Directorate on behalf of the Governor of West Bengal, for the work mentioned in the list given below from eligible and resourceful contractors/bidders having sufficient credential and financial capability for execution of works of similar nature.

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

i)	Last Date & Time for application for Tender Form.	11/02/2019	Up to 15.00 hrs.
ii)	Last Date & Time for issue of Tender paper.	11/02/2019	Up to 17.00 hrs.
iii)	Last Date & Time for dropping Tender paper	12/02/2019	Up to 16.30 hrs.
iv)	Date & Time of opening of Tender in the office of the Sub-Divisional Officer, Teesta Barrage Sub-Division No. VII, Oodlabari, Jalpaiguri.	12/02/2019	After 16.45 hrs.

**2. List of works. :-**

Sl. No.	Name of Work/Scheme/Project	Amount put to Tender (Tender value) (Rs.)	Earnest Money Deposit (Rs.)	Time allowed for completion	Source of fund	Minimum eligibility of the contractor/ bidder for participating in the tender	Physical Milestones For completion of each work within stipulated time (Refer to Clause 12 of the General Terms & Conditions)
1	2	3	4	5	6	7	
1.	Running Maintenance of DY-03 of TJMC from ch. 0.000 km to 7.070 km during Boro-season in P.S.- Mal, Dist- Jalpaiguri during the year 2018-19	1,09,036.00	2181.00	120 (One Twenty 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 (five) years. Only Completion certificate will be treated as credential.	1. Initial 30 days 20% of total work 2. After 60 days 50% of total work 3. after 120 days 100% of total work.

### 3. 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/c clause. Joint venture firms are not eligible to participate in tenders.

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

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

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

## GENERAL TERMS AND CONDITIONS

- 1) Application for Tender forms:** - a) Intending Tenderers have to submit application in sealed envelope duly enclosed with the self-attested copies of the following documents addressed to the *Sub-Divisional Officer, Teesta Barrage Sub-Division No. VII, Oodlabari, Jalpaiguri*, on any working days between 11.00 AM. to 4.00 PM.. on or before the last Date & Time for application as scheduled in Para (1) above or revised time schedule as per the 'CORRIGENDUM' issued subsequently.

#### b.) Copies of documents:

- a. Professional Tax Payment Certificate (PTPC) valid for the current financial year/latest applicable as per rules and PAN Card. Application for PAN addressed to the competent authority may also be considered.
- b. Valid 15 digit Goods and Services Taxpayer Identification Number (GSTIN) under GST Act, 2017.
- c. Latest Income Tax Return receipt.

## 2. Credential Certificate

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

## 3. Eligibility Criteria

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

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

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

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

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

### **4. Penalty for suppression / distortion of facts**

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

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

Income Tax, GST, Royalty, Construction Workers' Welfare Cess 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.

### **6. Site inspection before submission of tender**

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

### **7. Conditional & incomplete tenders**

Conditional and incomplete tenders are liable to be summarily rejected.

**8) Earnest Money and Security Deposit:** - In terms of Notification No. 03-W dated 18<sup>th</sup> 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 18<sup>th</sup> 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 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 CO-OPERATIVE 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 18<sup>th</sup> 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) **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.

e) **SHAPE OF EARNEST MONEY**:-

**Earnest Money Deposit (EMD):** Earnest Money Deposit (EMD) must presently be submitted in the form of Bank Draft (BD) / Bankers Cheque (BC) / Deposit Call Receipt (DCR) of any scheduled Commercial Bank in India approved by RBI & having a branch in West Bengal which is to be drawn in favour of the Executive Engineer, Teesta Left Bank Division, payable at SBI, Mal. Payment in any other forms viz. NSC, KVP, cheques etc will not be accepted. 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'

9) **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 CORIGENDUM duly addressed to the *Sub-Divisional Officer, Teesta Barrage Sub-Division No. VII, Oodlabari, Jalpaiguri, at Office of the Sub-Divisional Officer, Teesta Barrage Sub-Division No. VII, Oodlabari, Jalpaiguri.*

10) **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 center.

ii) Tender to be opened by the *Sub-Divisional Officer, Teesta Barrage Sub-Division No. VII, 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 where the later steps taken, if time permits, fresh tenders may be invited so as to leave no room for any compliant or grievance whatsoever and,

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

11) Acceptance of Tender :- The acceptance of the tender will rest with the *Sub-Divisional Officer, Teesta Barrage Sub-Division No. VII, Oodlabari, Jalpaiguri*, 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.

#### 12) Definition of Physical Milestones:

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

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

#### OTHER TERMS & CONDITIONS.

1) 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.

2) 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.

3) 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.

19) 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.

4) 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

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

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

7)) Any tender containing over writing is liable to be rejected.

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

- 9) 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.
- 10) 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.
- 11) 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.
- 12) Any superfluous conditional tender, which does not fulfill any of the above conditions, and is incomplete in any respect, is liable to be rejected.
- 13) 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.
- 14) 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.
- 15) 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.
- 16) 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.
- 17) 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.
- 18) 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.
- 19) The Tenderer will have to, if so desired by the Tender Accepting Authority, submit his analysis to justify the rate quoted by him/them.
- 20) 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.
- 21) The successful Tenderer will have to execute the duplicate/triplicate/quadruplicate(Plain Paper )copies of his /their tender which will have to be obtained by additional cash payment in the office of the *Sub-Divisional Officer, Teesta Barrage Sub-Division No. VII , 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.
- 22) 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.
- 23) 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(ii) or in a separate sheet attached with the Tender documents to be supplied departmentally to the Contractor is furnished with the Tender documents for the work. Any other materials not listed therein, if supplied by the department, the issue rate for such materials will be fixed by the Engineer-in-charge.

24) 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.

25) 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 Left Bank Division, payable at SBI, Mal* 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.

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

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

27) 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.

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

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

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

31) Tender may be cancelled in any stage without assigning any reason.

32) 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.

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

34) 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.

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

36) All specifications, Terms and conditions etc. of the printed schedule of rates of Mahananda Barrage Circle, Teesta Barrage Circle, Teesta Canal 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.

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

38) 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.

39) 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.

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

N.B. i) The intending Tender has to submit duly filled up Form No-2, 3 & 4 in prescribed proforma as enclosed herewith this NIT and which will be issued to them on the date of application.

ii) The intending Tenderers are to submit filled up Form No-2,3&4 before the date & time of security . In absence of issuance of Form No-3 from the competent authority the tenderers are to submit the completion certificate and schedule of item of works for checking form no-3 as per their tender.

iii) Eligibility of the Tenderers will be scrutinized as per filled Form No-2,3&4.

### **Additional Terms & Conditions**

1. Executive Engineer of the concerned Division is the Engineer-in-Charge in respect of the contract and all correspondences concerning rates, claims, change in specifications and/or design and similar important matters will be valid only if accepted/recommended by the Engineer-in-Charge. If any correspondence of above tender is made with officers other than the Engineer-in-charge for speedy execution of work, the same will not be valid unless copies are sent to the Engineer-in-Charge and approved by him. Instructions given by the Sub-Divisional Officer/Assistant Engineer and the Section Officer/Junior Engineer on behalf of the Engineer-in-Charge shall also be valid (who have been authorised to carry out the work on behalf of the Engineer-in-Charge) regarding specification, supervision, approval of materials and workmanship. In case of any dispute, the decision of Engineer-in-Charge shall be final and binding.
2. Acceptance of the tender including the right to distribute the total work between two or amongst more than two contractors/bidders will rest with the Engineer-in-Charge without assigning reason to the contractors/bidders thereof. The Executive Engineer as the accepting authority reserves the right to reject any or all tenders without assigning any reason thereof.
3. The contractors/bidders shall have to comply with the provisions of (a) Contract labour (Regulation & Abolition) Rules, 1970 and its revision (b) Minimum Wages Act 1948 and its amendments, or the modifications thereof or any other laws relating thereto enforced by the appropriate Government from time to time.
4. Engineer -in-Charge shall not entertain any claim whatsoever from the contractors/bidders regarding payment of compensation on account of idle labour on such grounds including non-possession of land in the working zone.
5. Engineer-in-Charge shall not be held liable by the contractor/bidder for any compensation claim due to machines becoming idle, for any circumstances including untimely rains, other natural calamities, strikes etc.
6. Any duty / tax / royalty etc. whatsoever is imposed by the appropriate Government after issuance of work order / commencement and completion of the work, is to be borne by the contractor/bidder. Original challan of materials, which are procured by the contractor/bidder, may be asked to be submitted for verification by the Engineer-in-Charge.
7. Cess @ 1% of the cost of construction work or otherwise as per relevant order of appropriate Government shall be deducted from the gross value of all works bill. Also, it is instructed to register his/her establishment under the relevant Act with the competent registering authority, i.e. Assistant Labour Commissioner / Dy. Labour Commissioner of the region.
8. No mobilization / secured advance will be allowed unless specified otherwise in the contract.
9. GST as applicable, 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-imbusement or compensation for the above. The rates of supply of finished work items are inclusive of these taxes and charges.
10. All working tools & plants, scaffolding, construction of vats & platforms arrangement of Labour camps shall have to be arranged by the contractor at his/her own cost.
11. The contractor shall arrange for supply of mazdoors, bamboo, ropes, pegs, flags etc. for taking/ layout for the work and for giving and checking measurements by the Engineer-in-Charge or any other Department officer assigned by him / her for which no extra payment claim will be entertained.
12. The contractor should thoroughly 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 etc. due to change of topography, river conditions and local requirements etc. from the approved work estimate during actual execution of the scheme. For all such modifications or alterations, the tendered rate and contract will remain valid. The contractor will not be entitled to any additional financial claims or extra rates on any of these accounts.

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

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

15. No compensation is payable for idle labour, contractor's establishment charges or on account of reasons such as variations in price indices/escalation cost etc.

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

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

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

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

20. In order to cope up with the present system of e-billing, supply of departmental materials is not encouraged. However, such materials may be issued to the contractor/agency to the extent of requirement, subject to availability, as assessed and following the Treasury system of accounting procedures and in 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 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 clause 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 will be issued if stock permits from the nearest Departmental godown where such material is available in marketable length. 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 of the Circle	Place of delivery
....	.....	.....	.....	.....	.....
....	.....	.....	.....	.....	.....

 21.02.19

Sub Divisional Officer  
Teesta Barrage Sub-Division No. VII  
Oodlabari, Jalpaiguri.

**N.I.T No – WBIW/SDO/TBSD-VII/NIT-04/2018-19**

**Memo No. – 297/1(8)**

**Dated: -01.02.2019**

Copy forwarded for information and wide circulation:

1. The Superintending Engineer, Teesta Barrage Circle, Teesta Sech Bhavan, 2<sup>nd</sup> mile, Sevoke road, Siliguri.
2. The Executive Engineer, Teesta Left Bank Division, Oodlabari, Jalpaiguri.
3. The Executive Engineer, Teesta Monitoring & Evaluation Division, Teesta Administrative Building (Annex), Tinbatti, Siliguri.
4. The Executive Engineer, Teesta Barrage Division, Oodlabari, Jalpaiguri.
5. The Sub-Divisional Officer, Teesta Barrage Sub- Division No-V/VI
6. The Divisional Accountant, Teesta Left Bank Division.
7. Estimating Section, Teesta Left Bank Division.
8. Office Notice Board.

Sub-Divisional Officer  
Teesta Barrage Sub-Division No. VII  
Oodlabari, Jalpaiguri.