

**GOVERNMENT OF WEST BENGAL
IRRIGATION & WATERWAYS DIRECTORATE
OFFICE OF THE SUB-DIVISIONAL OFFICER
MOUSUNI IRRIGATION SUB- DIVISION
KAKDWIP, SOUTH 24-PARGANAS**

NOTICE INVITING TENDER NO. – 02/M OF 2019-2020.

1. Separate sealed Tenders in printed form are invited by the Sub-divisional Officer, Mousuni Irrigation Sub-Division on behalf of the Governor of West Bengal, for the works **as per list attached herewith**, from eligible, resourceful and bonafide contractors having required credential in similar nature of work for the value of at least 30 % of the work applied for.
 2. a. Separate Tender should be submitted for each work, **as per attached List**, in sealed cover super scribing the name of the work on the envelope and addressed to the proper authority.
b. Submission of Tender by Post is not allowed.
 3. The Tender documents and other relevant particulars (if any) may be seen by the intending Tenderers or by their duly authorized representatives during office hours between 11.00 AM and 4.00 PM till **05.07.2019** in the Office of the Sub-divisional Officer, Mousuni Irrigation Sub-Division.
 4. a. Intending Tenderers should apply for Tender Papers on their respective Letter Heads enclosing self attested photocopies of the following documents, originals of which and other documents like Registered Partnership (for Partnership Firms) etc. are to be produced on demand, as well as during interview (if called).
 - i. **P.T Clearance Certificate , PT payment challan, Valid GST Identification number (GSTIN) document, I.T. Return & PAN** valid at least up to the date of opening of the Tenders. Application for such clearance addressed to the competent authority, subject to production of authenticated receipt, may also be considered.
 - ii. **Completion Certificate (s) for one single similar work worth at least 30% of the value of the work for which Tender Paper is desired**, executed within last 5 (Five) financial years (to be determined from the actual year of completion, considering current financial year as Year-0)
 - iii. **Eligibility Certificate issued by the A.R.C.S.** (for Engr's Co-op. & Labour Co-op.)
 - iv. A Statement showing number and value of works presently under execution by the Tenderer under the Irrigation & Waterways Department and other Government Departments / Organization as stated in paragraph 4(b) hereunder;
 - v. Declaration by the Applicant to the effect that there is no other application of Tender Paper for work in this NIT in which he / she / they has / have common interests.

Failure to produce any of the above documents may be considered good and sufficient reason for non-issuance of tender paper.
5. **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 PQ credential of work. Incomplete ongoing work shall not be considered for valid PQ work Credential. Payment Certificate without containing other mandatory details as required in standard Completion Certificate formats of the work credential shall not be treated as valid CC.
 - ii. CC should preferably contain the name, postal address, contact Telephone No. and FAX and e-mail ID, 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 if issued, incomplete contact details making it time consuming for verification purposes of CC outside the jurisdiction of the State and those having incomplete information may be rejected.
 - iii. Completion Certificates (CC) of previous works successfully completed in the Irrigation & Waterways Directorate will be considered. CC of 100% completed works executed in any other State / Central Government Ministry /

Department / Organisation / Govt. Undertaking / Govt. Enterprises or Nationalised Institutions or Local Government Bodies (Municipalities, Zilla Parishad & Panchayat Samities within West Bengal, will also be considered as valid PQ work credential. 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 the BDO & Executive Officers or equivalent administrative officers respectively. It is desirable to have telephone and FAX or e-mail addresses of the signatory of the CC for all offices outside West Bengal for verification purposes.

6. Eligibility Criteria

i. Eligibility criteria for prequalification (PQ) of a contractor/ bidder based on his/her credential of 100% completed single works contract and financial capacity in the zone will be determined as per Rules stated below:

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

ii. Firstly, gross bill value of the work as per CC of single works contract of similar nature completed during the current year and preceding five FY will be multiplied by the following factors to take care of the inflationary effects to arrive at the gross notional amount.

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 during evaluation of the tender. If the PQ work credentials submitted by hitherto contractors/bidders are for different works, then both the PQ work credentials will be considered for determining the eligibility criteria of the individual contractors/bidders.

iii. Financial proposal of any contractor/bidder will come under consideration only when the works criteria mentioned below are satisfied and fulfilled.

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

7. Eligibility criteria for participating in more than one serial of work in a NIT

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

8. Any suppression / misrepresentation of fact will automatically debar the applicant from 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.

9. Work orders will be issued subject to availability of fund.

10. Taxes & duties to be borne by the Contractor/bidder

In view of introduction of GST with effect from 01.7.2017, all the bidders intending to participate in this e-tender should offer their financial bids inclusive of GST applicable for entire composite works/Procurement of goods & services, labour intensive component contained in the BOQ. Income Tax, Royalty, GST (CGST, SGST, IGST), Construction Workers' Welfare Cess, Labour Insurances and similar other statutory levy / cess will have to be borne by the contractor/bidder and his/her quoted rate should be quoted accordingly after considering all these charges, and no separate payment towards any of the statutory taxes shall be made by the implementing authority.

11. Intending Tenderer not satisfied with the decision of the Tender Paper issuing Authority may prefer an appeal to the next superior Officer. Concerned Chief Engineer will be the Appellate Authority for High Value 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, failing which no such appeal shall be entertained.

12. a. Tender paper can be had free of cost in the office of the -divisional Officer, Mousuni Irrigation Sub-Division, within the specified date and time as per attached list by the intending Tenderers or by ; their duly authorized representatives;

b. No Tender paper will be supplied by Post;

c. No tender paper will be issued on the date of opening of tenders after expiry of date and time mentioned in the Notice.

13. Before submitting any Tender, the intending Tenderers should make themselves acquainted thoroughly with the local conditions prevailing, by actual inspection of the site and take into consideration all factors and difficulties likely to be involved in the execution of work in all respects including transportation of materials, communication facilities climate conditions, nature of soil, availability of local labourers and market rate prevailing in the locality etc. as no claim whatsoever will be entertained on these accounts afterwards. In this connection the intended Tenderers may contact the office of the undersigned; between 11.00 hours and 16.00 hours on any working day till **05.07.2019 upto 16.00 hours.**

14. a. **Earnest Money for the amount as noted in the list of works should be submitted along with the Tender Form, without which the tender shall be summarily rejected.**

b. **Earnest Money in the form other than those mentioned below, will not be accepted.**

c. **Demand Draft, Banker's Cheque, Deposit Call Receipt (DCR) in favour of Executive Engineer, Kakdwip Irrigation Division, Payable at Kakdwip, of any scheduled Bank Guaranteed by the Reserve Bank of India may be accepted as Earnest Money.**

15. a. The Tenderer should quote the rate both in figures and in words on the basis of percentage above / below or At Par the Schedule of Rates attached with the Tender Form and also in the space provided in the Tender Form.

The rate should be quoted in one single handwriting and preferably with the same ink. Rates quoted in different handwriting shall be treated as informal.

b. Any tender containing over writing is liable to be rejected;

c. All correction are to be attested under the dated signature of the Tenderer without which tender may be informal.

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

17. The Tenderer who will sign on behalf of a Company or Firm, must produce the registered documents (within 3 days from the date of opening the tender) in support of his competency to enter into an Agreement on behalf of the

Company or the Firm under the Indian Partnership Act, failing which the Tender will not be considered and the deposited Earnest Money will be forfeited.

18. Any letter or other instrument submitted separately in modification of the sealed tender may not be entertained.
19. The Tenderer should submit a statement at the time of submission of his tender showing the Technical Staff to be maintained for the work, with their technical qualifications, failing which the tender may be liable to rejection.
20. Conditional Tender, which does not fulfill any of the above conditions, and is incomplete in any respect, is liable to summary rejection.
21. A statutory Levy / Cess will have to be borne by the Contractor (he will have to produce necessary documentary evidence of his having done so at the time of receiving the payment for the work).
22. The Tender Accepting Authority does not bind himself to accept the lowest tender and reserves whatsoever to the intending Tenderers and also reserves the right to distribute the work amongst more than one Tenderers.
23. The Tenderer will have to, if so desired by the Tender Accepting Authority, submit his analysis to justify the rate quoted by him.
24. 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.
25. The successful Tenderer will have to execute the duplicate / triplicate / quadruplicate copies of his tender which will have to be obtained **free of cost** from the -divisional Officer, Mousuni Irrigation Sub-Division, within 7 (Seven) days from the date of receipt of the intimation of acceptance of his tender failing which the Earnest Money shall forthwith stand forfeited in favour of the Government and the communication of acceptance of the tender shall automatically stand cancelled.
26. If any Tenderer withdraws his tender before its acceptance or refuses / fails to convert it into a contract within a reasonable time, without giving any satisfactory explanation for such withdrawal / refusal / failure, he shall be disqualified for submitting any Tender in this Division / Circle for a minimum period of one year and his case will be referred to the Government for order as to what further action will be taken against him.
27. The successful Tenderer will have to abide by the provisions of the West Bengal Contract Labour (Regulation and abolition) Rules, 1972 and such other Acts as may be applicable, as will be in force from time to time.
28. Materials such as Cement, M.S. Rod, R.C.C. Hume Pipes, M.S. Sheet Piles, etc. if available in stock, will be issued by the Department to the Contractor for the work as per Issue Rate fixed by the Engineer-in-Charge. Site of issue of materials as mentioned in the list of materials 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 material will be fixed by the Engineer-in-Charge.

Otherwise materials will be supplied by the contractor.
29. Hire charge for Tools & Plants Machinery, if issued Departmentally, will be recovered from the Contractor at such rates as will be fixed by the Engineer-in-Charge. The period of hire charges of all Tools & Plants Machinery issued from the Government Godown will be counted from the date of their issuance from the Godown and up to the date of return into the same Godown and the hire charges will be recovered from the Contractor accordingly. All Tools & Plants Machinery issued to the Contractor must be returned in good condition. In the case of any damage, the cost of repair to such damage or replacement will be recovered from Contractor.
30. In the following cases a tender may be declared informal and unacceptable.
 - a. Correction, alterations, additions, etc. if not attested by the Tenderer.
 - b. Earnest Money in any form other than that mentioned above shall not be entertained.

- c. If the Tender Form is not properly filled in respect of the general description of the work, Estimated Cost, Rate of deduction of Security Deposit, etc. in page-2 and other pages as are required to be filled in.
- d. If the specified pages of the Tender Document are not signed by the Tenderer.
- e. If the Tender is not submitted in a Cover properly sealed and the name of the work is not indicated on the cover.
31. For the return of the Earnest Money of the unsuccessful Tenderer(s), he/they is/are to apply for the same to the Executive Engineer, Kakdwip Irrigation Division , giving the reference to the work, N.I.T. No., date of tender, amount and mode of Earnest Money deposited - all in a complete form. The Earnest Money of all Tenderers other than the lowest Tenderer in each case, may be refunded, after acceptance of the rate in the comparative statement, as early as possible.
32. To verify the competency, capacity and financial stability of the Intending Tenderer(s) the Tender Paper Issuing Authority may demand production of ;any necessary document(s) as it may deem necessary.
33. The payment of R/A as well as Final Bill for any work will be made according to the availability of fund and no claim due to delay in payment will be entertained.
34. 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 stands deleted in respect of contract of value less than Rs.100.00 Lakh.
35. Normally, Tender Paper for not more than one work in any one NIT will be issued to an applicant, who may indicate the Sl. Nos. of the work in their application in the order of his preference.

However, depending on response to various serials in the NIT, Tender Paper Issuing Authority may issue Tender Paper for any serial even though it may not be preferred by the applicant.

Categorization of works:

- | | | | |
|----|----------------------------|---|--|
| 1. | Earthwork | : | Earthwork in excavation / filling embankment, canal, drainage channels executed under Irrigation & Waterways Department. |
| 2. | Protection works | : | All kinds of river / channel bank / embankment protection work (with boulder, CC Blocks, revetment works, sausages, brick blocks, dry brick pitching, etc.). |
| 3. | Lining work | : | All kinds of water face lining / brick block pitching / dry brick pitching, in irrigation canal / drainage channel, etc. |
| 4. | Hydraulic Structures | : | Aqueducts, Regulators, Siphons, Bridges across Waterways, Sluices, Dams, Barrages, etc. |
| 5. | M.S. Structural works etc. | : | Gates of all kinds, electrical installations, pumps and allied machinery. |

The above notice is only indicative and not exhaustive.

36. Time schedule of tender procedure:

1	Publishing Date	29.06.2019	16.00 hours
	Last date & time for application for tender form.	05.07 .2019	Upto 16.00 hours
2	Last date & time of issue of tender papers.	08.07.2019	Upto 16.00 hours.
3	Last date & time for dropping tender paper at this office	09.07.2019	Upto 14.00 hours.
4	Date & time of opening of tender box at the dropping centre.	09.07.2019	At 15.00 hours.

Sd/-

Sub-Divisional Officer
Mousuni Irrigation Sub- Division

Memo No. :- 338 /M

Dated :-28/06/2019

Copy forwarded for information and having its displayed on the Office Notice Board to the :-

- 1) Sabhadhipati, South 24 – Pgs. Zilla Parishad, Alipore, Kolkata – 27.
- 2) Chief Engineer – South, Irrigation & Waterways Dte. Govt. of West Bengal.
- 3) Superintending Engineer, Eastern Circle, I & W.Dte. (in duplicate)
- 4) Superintending Engineer, i) Western Circle, I & W. Dte.
ii) Greater Calcutta Drainage Circle – I
iii) Metropolitan Drainage Circle. I. & W. Dte.
- 5) District Magistrate, South 24 – Pgs., Alipore Kolkata – 27.
- 6) Executive Engineer,(a) Kakdwip (b) Canals Division, (c) Joynagar (I) Division, (d) Basirhat (I) Division,
(e) Howrah, (I) Division
- 7) Sub – Divisional Officer(Civil), Kakdwip, South 24 – Parganas.
- 8) Sub – Divisional Officer, (a) Kakdwip (I) Sub-Division., (b) Patharpratima (I) Sub-Division, (d) Sagar (I) Sub-Division.
- 9) Estimating / Accounts Section / Notice Board of Kakdwip (I) Division.

Sd/-
Sub-Divisional Officer
Mousuni Irrigation Sub- Division

Memo No. :- 338/M(1)

Dated :- 28/06/2019

Copy forwarded to the Director of Information & Cultural Affairs Govt. of West Bengal, **NABANNA / H.R.B.C.** Building, 9th Floor, Howrah – 700102.

He is requested to arrange for publication in the two leading news paper (One in Bengali & One in English) of above notice for wide circulation.

Sd/-
Sub-Divisional Officer
Mousuni Irrigation Sub- Division

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 e-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. VAT/Sales Tax, 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.
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 scrutinise the site of work and relevant tender documents, drawings etc. before submitting the e-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 instalments as may be suitably decided by the Engineer-in-Charge. Issuance of materials may be of three categories.
- Materials issued directly to the work subject to its recovery from bills.
 - Materials issued from departmental Godown subject to its recovery from bills.
 - 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 instalments 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.
28. Strict adherence regarding GST should be done as per no **4374-F(Y) dt. 13.07.2017 of Finance Department Audit Branch**, Govt. of West Bengal.
29. The **Additional Performance Security** shall be obtained from the successful L1 Bidder at the rate of 10% of the tendered amount i.e. L1 Bid Price if the accepted bid value is below 20% of the estimated amount put to tender as per Department Order No. **09-W/2017-18, dated 20.07.2017**.
30. As per **G.O. No. 19-(W)/2016-17 dated – 19.07.2016** of I&W Department, amount put to tender are below 10.0 Lacs have been listed in SNIT in emergent situation

31. **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
01	Cement	7,726.00	MT	2 (Two) times issue rate	Departmental godown
02	Steel reinforcement rods/structural steel members/M.S piles	56,230.00	MT	2 (Two) times issue rate	-do-
03	M.S. Sheet pile 'Z' type section 400mm x 185mm x 7.5 mm =49.25 Kg/mtr	89,660.00	MT	2 (Two) times issue rate	- do -
04	M.S. angles, channels, joists, Tees, flats, plates etc.	55,730.00	MT	2 (Two) times issue rate	- do -

Sub-Divisional Officer
Mousuni Irrigation Sub- Division

FORM 1 (Modified) (To be submitted in company letter pad)

APPLICATION FOR TENDER

To
Sub-Divisional Officer
Mousuni Irrigation Sub- Division

Tender No:- NIT -0/M of 2019-2020.

Serial No of Work applied for :-

Amount put to Tender : Rs
(Tender Value)

Dear Sir,

Having examined the Statutory, OID & all other NIT documents, I/we hereby would like to state that I/we wilfully accept all your conditions and offer to execute the works as per Tender no and Serial no stated above. I/We also agree to remedy the defects after/during execution of the above work in conformity with the conditions of contract, specifications, drawings, bill of quantities and addenda.

Dated this _____ day of _____ 201____

Full name of Bidder / Contractor: _____

Signature: _____

In the capacity of: _____

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

Office address with seal if any:

Telephone no(s) (office): _____

Mobile No: _____

Fax No: _____

E mail ID: _____

FORM – 2

Declaration against Common Interest

(To be typed in company letter pad)

I/We, Sri/Smt. _____, the authorized signatory on behalf
of..... do hereby affirm that I/We/any of the member
of bidding against NIT .
..... Sl. No. do not have any common interest either as a
partner on any partnership firm / consortium as a Proprietor / Owner of any other firm in the same serial for the work I /
we want to participate.

Date:

Signature of contractor/bidder

FORM – 5

Declaration on antecedents and performance

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

Ref:- NIT No.,

Work SI. No.....

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

I/We, Sri/Smt. _____, the authorized signatory on behalf of
do hereby affirm that I/We/any of the member

of..... bidding against NIT No. _____ SI. No.
are not black listed or debarred from participation in State Government procurements and tenders in the Irrigation & Waterways Directorate, Government of West Bengal, other Departments of the State Government and Government of India on the date of publication of this Notice Inviting Tender (NIT).

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

Dated this _____ day of _____ 201____

Full name of Bidder / Contractor: _____

Authorised Signatory: _____

In the capacity of: _____

Duly authorized to sign bid

for & on behalf of (Name of Firm): _____

(In block Capital letters or typed)

Office address with seal:

Telephone no(s) (office): _____

Mobile No: _____

Fax No: _____

E mail ID: _____

(SIGNATURE OF BIDDER REQUIRED)

FORM-6*

SPECIMEN FORMAT FOR THE BANK GUARANTEE FOR ADDITIONAL PERFORMANCE SECURITY

DEPOSIT

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

To,

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

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

(name and address of Contractor) (hereafter called "the Contractor")

WHEREAS has
undertaken, in pursuance of Contract No: dated to execute (name of Contract
and brief description of Works) (hereinafter called
"the Contractor").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a Scheduled commercial bank for the sum specified therein for **'ADDITIONAL PERFORMANCE SECURITY DEPOSIT'** for compliance with his obligation in accordance with the Contract:

AND WHEREAS we (Indicate the name of the bank and branch) have agreed to give
the
Contractor such a Bank Guarantee:

NOW THEREFORE
we ; (Indicate the name of bank and branch) hereby affirm that we
are the Guarantor and responsible to you on behalf of the Contractor, upto a total of Rs.
(in words). We undertake to pay you, upon your first written
(amount of guarantee) demand
and without cavil or argument, a sum within the limits of (amount of guarantee) as aforesaid
without your needing to prove or to show grounds or reasons for your demand for the sum
specified therein.

We (Indicate the name of the bank and branch) hereby waive the necessity of your
demanding the said debt from the contractor before presenting us with the demand.

We (Indicate the name of the bank and branch) further agree to pay to you any
money so
demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or
proceeding pending before any court or Tribunal relating thereto, our liability under this present
absolute and unequivocal.

The payment/so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

We (Indicate the name of the bank and branch) further agree that no change or addition to or other modification of the terms of the Contract or of the works to be performed there under or of any of the contract documents which may be made between you and the contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or

modification.

We (Indicate the name of the bank and branch) lastly undertake not to revoke this guarantee except with the previous consent of you in writing.

This guarantee shall be valid upto ----- . It come into force with immediate effect and --- shall

remain in force and valid for a period upto the time of completion of the work under the stated contract plus claim period of six months for the Bank Guarantee. Notwithstanding, anything mentioned above, our liability against this guarantee is restricted to Rs (Rs.) and unless a claim in writing is lodged with

us within the validity period, i.e upto.....of this guarantee all our liabilities under this guarantee shall cease to exist.

Signed and sealed this day of 20 at

SIGNED, SEALED AND DELIVERED

For and on behalf of the BANK
by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

- i. The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee

The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch (within West Bengal/AT PAR ANYWHERE IN INDIA only to be accepted) should be mentioned on the covering letter of issuing Branch

