



**Government of West Bengal**  
Irrigation & Waterways Directorate  
*Office of the Sub Divisional Officer*  
Cooch Behar Investigation Sub Division No-I

**NOTICE INVITING TENDER NO. WBIW/SDO/COB (INV)SUB DIVN./NIT-02(m)/2019-20**

Separate sealed tenders (offline) in printed form are hereby invited by the Sub Divisional Officer, Coochbehar Investigation Sub Division No-I on behalf of the Governor of West Bengal, in West Bengal Form No – 2911/2911(i) for the following 'LIST OF WORKS' given in next page from eligible Bonafide contractors/agencies/bidders having desired Prequalification eligibility credential for execution of works of similar nature.

All the agencies as aforesaid will have to submit documentary evidences to fit the eligibility criteria mentioned here in after in order to participate in the tender along with formal application. Enlisted contractors will have to produce all the **original documentary evidences** to fit the eligibility criteria.

**1. List of Works :-**

Sl No	Name of Work	Estimated Cost (Value of work put to tender) (Rs.)	Earnest Money (Rs.)	Source of fund	Time of completion of the work	Eligibility of Contractor
1	M/R to U/S of Ambari B.P. work along the right bank of river Kaljani under Ambari G.P. in P.S.-Kotwali, Dist. Cooch Behar	2,29,463.00	4590.00	Non Plan	7 days	Bonafide outsiders/Manufacturer having credential of execution of similar nature of supply of value 30%(Thirty Percent) of the amount put to tender within the last 5(five) years.

**2. Time Schedule of Tender Procedure:**

- (i) Last date & time limit for receiving application on this office: **19.09.2019 up to 16.00 hrs.**  
(ii) Last date and time for issue of Tender Form at this office: **20.09.2019 up to 16.30 hrs.**  
(iv) Last date and time for dropping of tender form at this office: **24.09.2019 up to 16.00 hrs.**  
(v) ) Date and time for opening tender at this office: **24.09.2019 after 16.30 hrs**

**N.B.** In case of any unscheduled holiday / bundh / strike on aforesaid dates, the next working day will be treated as scheduled date for the purpose.

**3. Tender Documents**

The tender documents shall consist of the following

- (a) Notice Inviting Tender.  
(b) W.B. Form No.2911/2911(i)  
(c) Price Schedule, Additional Terms and Conditions, General Specification of the works.  
(d) Plans and Drawing of the work if any.

**4. Eligibility for participation in tenders**

Bonafide Indian Organizations/ Firms /Companies, State Registered Co-operative Societies, Registered Indian Companies/Firms being the contractors/bidder of equivalent grade or class registered with the Union, State Governments /Govt. Undertakings with proven credentials in execution of engineering construction and procurement projects not otherwise blacklisted or debarred by order on the date of publication of NIT are eligible to participate subject to fulfilling the criteria laid down in the subsequent paragraph. Consortiums and Joint Ventures are not allowed to participate in tenders of value up to Rs. 45.00 lakh.



**5. Participation in more than one serial of work out of list of works in the tender notice.**

Any contractor/bidder may apply for a maximum of 50% of the total number of works (Serial of works if a number of works have been tendered in the same NIT) rounded up to next higher integer, published in any particular NIT, subject to a maximum of three, depending on his/her PQ work credential and financial capabilities, details of which have been explained later.

**6.** PAN, PTPC, GST, Latest available IT RETURN and trade license valid 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.

**7.** 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 PQ work credential shall not be treated as valid CC.

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.

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 / Organization / Govt. Undertaking / Govt. Enterprises or Nationalized 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/ Organizations; authorized 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.

**8. Pre Qualification (PQ) eligibility criteria**

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:

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.

Year	Description	Multiplying factor to arrive at gross notional amount
Current	-	1.00
1 <sup>st</sup>	1 year preceding the current financial year	1.08
2 <sup>nd</sup>	2 years preceding the current financial year	1.16
3 <sup>rd</sup>	3 years preceding the current financial year	1.26
4 <sup>th</sup>	4 years preceding the current financial year	1.36
5 <sup>th</sup>	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 during issue of tender form. 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.

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 last date of application 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 the List of Works.

**9. Eligibility criteria for participating in more than one serial of work in an NIT**

Normally, separate SOR and Completion Certificate (CC) of 100% completed different works are to be provided by a bidder as PQ work credential for participation in separate works in a particular NIT. However, SOR and CC for one particular work may be considered eligible for participation in maximum two numbers of serials of work in the same NIT, provided requisite PQ work credential vis-a-vis PQ work credential (both work as well as financial capacity) desired in 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.



10. Price Schedule, Plans, Drawing etc. Particulars of work; with price schedule, Plans and Drawing, Additional Terms and Conditions, special Terms and Conditions, General specification of the work may be seen in the office of the undersigned between 11.00 a.m. and 4.00 p.m. on every working day on demand.

**11. Applications for purchase of Tender Forms at the office of the Sub Divisional Officer, Cooch Behar Investigation Sub Division No-I, Cooch Behar.**

Application of the intending tenderers praying for purchase of Tender Form is to be addressed to the **Sub Divisional Officer, Cooch Behar Investigation Sub Division No-I, Cooch Behar** on any working day between 11.00 a.m. to 4.00 pm on or before the last day and time for application as scheduled in para (3) above, duly enclosed with the attested copies of the following documents valid up to at least date of opening of the tender (which will be verified with the original one) in support of their eligibility to participate in the tender.

(i) GST Registration Certificate, P. Tax clearance Certificates, Pan Card of I. T. Department & Registration Certificate of the Asstt. Labour Commissioner, Govt. of West Bengal.

(ii) List of work executed with the value of the individual works, due date of completion, actual date of commencement, Final value of the work executed with name and address of the employers.

(iii) List of tools, machinery, equipments etc in possession along with the necessary documentary evidence in respect of sole ownership / lease holding of necessary plants of cement concreting work. Viz. batching plant, tipper truck, vibrator, compressor etc.

(iv) All the documents as submitted by the tenderer will be verified with originals at the office of the Executive Engineer Coochbehar Irrigation Division. All the original documents with application will have to be produced along with the application for obtaining of tender paper at free of cost. Applicants who do not satisfy all the above conditions will not be allowed to participate in the Tender.

**12. Order for issue of Tender forms:**

**Sub Divisional Officer, Cooch Behar Investigation Sub Division No-I, Cooch Behar** is the only authority to accord necessary permission for issuance of tender form after verifying the supporting documents to prove the eligibility of the Tenderer(s). (As per notification No. 19-(W)/2016-17 Dated 19<sup>th</sup>. July 2017) No tender document will be issued or received by post.(3)

**13. Purchase of Tender forms:-**

Tender forms can be purchased from the office:

(a) Office of the **Sub Divisional Officer, Cooch Behar Investigation Sub Division No-I, Cooch Behar.**

**14. Dropping of Tenders:**

Tenders can be dropped at the office of the :

(a) **Sub Divisional Officer, Cooch Behar Investigation Sub Division No-I, Cooch Behar.**

**15. Opening of Tenders:**

**Tender will be opened by the Sub Divisional Officer, Cooch Behar Investigation Sub Division No-I, Cooch Behar** or his authorized representative on the schedule date & time in the office of the **Sub Divisional Officer, Cooch Behar Investigation Sub Division No-I, Cooch Behar**, The participating tenderers or their authorized representatives should remain present at the time of opening of tender & put their initials in the opening register.

**16. Acceptance of Tender:-**

The acceptance of the tender will rest up on the Executive Engineer, **Coochbehar Irrigation Division, Coochbehar** who does not bind himself to accept the lowest tender and reserves the right to reject in part or whole all the tenders received and to distribute the work between two or more than two tenderers without assigning any reason thereof.

17. Successful tenderer will have to execute formal tender agreement in duplicate in WBF No.2911/2911(i) within 7 (Seven) days from the date of receipt of intimation about the acceptance of his tender in the office of the Executive Engineer, Cooch Behar Irrigation Division, Cooch Behar, failing which the earnest money may forthwith stand forfeited and the letter of acceptance of the tender will be considered as cancelled.

**18. Attested copies for all the certificates of all the documents submitted to be verified with the original ones prior to according permission for issuing of tender form.**

19. In case of any contradiction between any clauses provide in the original N.I.T. and that in the eligibility criteria mentioned herein before, the second will supersede the first one.

20. Tenderers should quote their rates both in 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 and the last page of price schedule.

**21. 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 tender should offer their quoted rates 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. Cost of Mobilization, installation, running, maintenance of all plants & machineries will have to be borne by the tenderer.

22. Before submitting tenders, the tenderers are to satisfy themselves by actual visit to the site of work as regards to the conditions of haul roads and approaches for local movement etc., other conditions of the locality and difficulty that may arise



during the execution of work and quote their rates accordingly. Any tenderers submitting tender shall be deemed to have done so. No subsequent claim on this account will be entertained. Approaches, site office, stack yard and space for installation of plants and machineries are to be arranged by tenderer at his own cost. Tenderer will have to make his own arrangement at his own cost for stack yard, vat for casting C.C. blocks at different locations as per approval of the Engineer-in-Charge. If sufficient casting / curing space be not available; at site, necessary space arrangement will have to make by agency as per approval of Engineer-in-charge at his own cost. No extra claim for it / related carriage will be allowed.

23. In the event of the Tender being submitted by a firm, each member(s) thereof must sign it separately, or in the event of the absence of any partner, it must be signed on his behalf by a person holding "Power of Attorney" authorizing him to do so for that specific tender. Each Power of Attorney is to be produced with the tender and same in the case of a firm carried on by one member of a joint family. It must disclose that the firm is duly registered under the Indian Partnership Act. & must fulfill eligibility criteria for issue of tender form.

24. For Proprietorship Firms, Partnership Firms, Registered Company, Registered Co-operative Society, (Valid Trade License/ acknowledgement/Receipt of application for Trade License/Revalidation as applicable under the Rules)

OTHER REQUIREMENTS:-

For Partnership Firms:-Legally valid Partnership Deed, Form-VIII/ Memorandum of Registration of Registrar of Firms, as applicable)

For Companies:-(Incorporation Certificate, Memorandum of Articles of ROC, List of current owners/ Directors/Board Members )

For State Registered Co-operative Societies:(Society Registration certificate from ARCS of the State, Society by-laws, latest available Auditor's Report of Directorate of Co-operative Audit within proceeding five years as per Societies Act & Rules)

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

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

27. Any superfluous, conditional tender is liable to be rejected.

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

29. If any tenderer withdraws his tender before acceptance or refusal within a reasonable time without giving any explanation for such withdrawal he shall be disqualified for making any tender to this department for a minimum period of one year; his Earnest Money will automatically stand forfeited to Govt.

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

31. The prospective applicant should possess his/her/their own/leased Plant and Machineries for execution of the works. He should also possess necessary machineries for de-sitting & earthwork without which execution of work will not be allowed. In exceptional site condition manual work will be allowed as per decision of the Engineer-in-Charge.

32. Earnest money in favour of the Executive Engineer, Cooch Behar Irrigation Division, Cooch Behar, to be deposited in the form of D.C.R., Demand draft , Bankers Chaque, of scheduled Banks guaranteed by the Reserve Bank of India may be accepted as Earnest Money and / or Security Deposit.

33. CESS @ 1.00% (one percent) will be deducted from contractor's Bill as per Govt. order. (F.D. Notification no. 853 F dt.01.02.2006) I.T./VAT/any other Govt. tax will also be deducted from contractor's total amount of work bill as per Govt. order.

34. Payment will be made as per availability of Fund from the source.

35. Past and present performance of the agency in the works executed in the last five years will be evaluated while issuing Tender paper.

36. Disqualification during PQ evaluation of financial capability of bidder may not be decided during issue of tender form by TEC up to work of Rs 45 lakh, as no minimum financial capacity is fixed, except if reveals from documents beyond any doubt of the financial liquidity & bankruptcy of the bidder, determining absolute incapacity to execute the work.

But, i. 'Payment certificate' of works authenticated by appropriate authority for preceding three Financial Years, or, ii. Valid Income Tax Returns for preceding three FY, or, iii. Audited Profit & Loss Accounts statements of three FY, any one of i, ii, or iii as a complete set for three FY within zone of immediate preceding five FY is to be uploaded in '**payment certificate.pdf**' folder under OID cover, else the bidder may be disqualified. Name, address, contact no. and registration no. of auditor Firm is desirable for Profit & Loss accounts statement, if submitted.

37. **PROCEDURE FOR SUSPENSION AND DEBARMENT OF SUPPLIERS/ CONTRACTORS**

A. **SCOPE:**

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

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

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



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

**C. DEFINITION OF TERMS:-**

- i. **Bidder:** A person/Contractor/Agency participating in the procurement process and/or a Person/Contractor/Agency/Firm having an Agreement/Contract for any procurement with the Department shall be referred as bidder.
  - ii. **Bid Evaluation Committee or Tender Evaluation Committee (TEC in short):**
    - a. Bid/Tender Evaluation Committee' (TEC) for the bids invited by the Executive Engineer up to Rs. 200.00 lakh value will be comprising of i) Concerned Superintending Engineer as the Chairman ii) TA to Superintending Engineer as Member iii) Executive Engineer in-Charge of the work as Member, iv) Junior Engineer functioning as an Estimator of the Circle office as Member.
    - b. 'Bid/Tender Evaluation Committee' (TEC) for the bids invited by the Executive Engineer up to Rs. 45.00 lakh value will be comprising of i) Concerned Executive Engineer as Chairperson and Convener, ii) Concerned Assistant Engineer as Member, iii) Estimator/JE of the office of Executive Engineer of the Division as Member,
    - c. Bid/Tender Evaluation Committee' for the bids below Rs 3.0 lakh (TEC) value invited by the Assistant Engineer will be comprising of i) Concerned Assistant Engineer as Chairperson and Convener,
    - d. or, Any other Evaluation Committee constituted by the Department from time to time.
  - iii. **Consolidated Debarment List:** A list prepared by the Departmental Debarment Committee/Chief Engineer containing the list of bidders debarred by the Irrigation & Waterways Department, Government of West Bengal. The list would be displayed prominently in the designated link in website of the Department clearly stating the period of suspension/debarment.
  - iv. **Contract implementation:** A process of undertaking a project in accordance with the contract /Agreement documents.
  - v. **Debarment:** An administrative penalty, in addition to the contract/Agreement provisions, disqualifying a bidder from participating in any procurement process under Irrigation & Waterways Department, Government of West Bengal for a given period.
  - vi. **Debarred Bidder:** A Bidder who was disqualified by the competent authority of the Irrigation & Waterways Department, Government of West Bengal.
  - vii. **Department:** Irrigation & Waterways Department, Government of West Bengal
  - viii. **Debarment Committee (Committee competent for issuing Debarment Order):**

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

The Debarment Committee is authorized to decide to place alleged bidders under debarment.
  - ix. **Entity:** A person/Contractor/Agency/Joint Venture/Consortium/Corporation participating in the procurement process and/or a Person/Contractor/Agency/Joint Venture/Consortium /Corporation having an agreement/contract for any procurement with the Department shall be referred as entity.
  - x. **Offence:** A violation or breach of the Constitution of India, laws, regulations, laid down procedure, etc under Prevention of Corruption Act, 1988, Code of Criminal Procedure, 1973 u/s 195(1) and Section 197(1), Competition Act, 2007 and IT Act, 2000 as amended.
  - xi. **Procurement:** It is the act of buying goods, services or works from an external source. It is favorable the goods, services or works are appropriate and that they are procured at the best possible cost to meet the needs of the acquirer in terms of quality and quantity, time and location.
  - xii. **Procuring Entity/Authority:** The officer authorized by the Irrigation & Waterways Department, Government of West Bengal for procurement.
  - xiii. **Suspension:** Temporary disqualification of a bidder from participating in the procurement process of Irrigation & Waterways Department for a period of 6 (six) months when an offence is made against a bidder.
- D Suspension Committee (Committee competent for issuing Suspension Order):**
- "Suspension Committee" will be comprising of i) Concerned Chief Engineer of the jurisdiction of work involved as Chairperson and Convener, ii) SE attached to the Chief Engineer as Member and iii) Concerned Superintending Engineer of the respective Circles as Member.
- For River Research Institute & Dam Safety Organizations, the concerned Chief Engineer, Irrigation & Waterways Directorate will act as Chairperson and the Directors as Member cum Convener of the Suspension Committee as stated above.
- E GROUNDS FOR SUSPENSION AND DEBARMENT**
- i. Submission of eligibility requirements containing false information or falsified documents.
  - ii. Submission of Bids that contain false information or falsified documents, or the concealment of such information in the Bids in order to influence the outcome of eligibility screening or any other stage of the bidding process.
  - iii. Unauthorized use of one's name/digital signature certified for purpose of bidding process.





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

**F. CATEGORY OF OFFENSE:**

- a. First degree of offense: Sl No. 9E(i). to (xvi) to be considered as first degree of offense.
- b. Second degree of offense: Any one of the offenses as mentioned under Clause 9E(i) to (xvi), committed by a particular bidder/contractor/supplier by more than one occasion, be considered as second degree of offense. In addition to the penalty of suspension /debarment, the bid security/earnest money placed by the concerned bidder or prospective bidder shall also be forfeited.
- c. Debarment procedure and rules with guiding principles are published as Departmental Notification available in [wbiwd.gov.in](http://wbiwd.gov.in) in the Notification link.

**G. PENALTY FOR OFFENSE:**

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

**Additional Terms & Conditions**

1. The Executive Engineer of the concerned Division shall be the Engineer-in-Charge in respect of the works contract and all correspondence concerning rates, claims, change in specifications and/or design and similar important matters will be valid only if accepted/recommended by the Engineer-in-Charge. If any correspondence of above tender is made with Officers other than the Engineer-in-charge for speedy execution of works, the same will not be valid unless copies are sent to the Engineer-in-Charge and also approved by him/her. Instructions given by the Sub-Divisional Officer/Assistant Engineer and the Junior Engineer/Section Officer (SO) on behalf of the Engineer-in-Charge shall also be valid (who have been authorized to carry out the work on behalf of the Engineer-in-Charge) regarding specification, supervision, approval of materials and workmanship. In case of dispute relating to specifications and work, the decision of Engineer-in-Charge shall be final and binding. The Engineer-in-Charge will however take all decisions relating to works contract only after recommendation/ advice of the Tender Accepting Authority. If there is more than the Executive Engineer assigned for the tender, the Chief Engineer would designate the Engineer-in-Charge for the work.
2. Acceptance of the tender including the right to distribute the work between two or amongst more than two bidders with same L1 rates will rest with the Tender Accepting Authority without assigning reason thereof to any of the bidders. The tender accepting authority reserves the right to reject any or all tenders without assigning sufficient justification thereof to the bidder/contractor. No additional or excess work or additional items of work beyond the tendered amount would be



generally allowed. All excess, supplementary or substitute supplementary items of work, if unavoidable are to be accepted by the Tender Accepting Authority only if the total value of work on completion is within the tendered amount. The exiting contract would be terminated after achieving work up to tendered cost (gross value) and balance work would be taken up afresh after fresh sanction and new tender, except in the interest of public services, in rare & special cases under specific approval of the Government.

3. The Contractor/bidder shall have to comply with the provisions of (a) Contract Labour (Regulation & Abolition) Rules, 1970 including its revisions (b) Minimum Wages Act 1948 and the modification thereof or any other laws relating thereto as will be in force from time to time.
4. Engineer-in-Charge shall not entertain any claim whatsoever from the contractor for payment of compensation on account of idle labour on such grounds including non-possession of encumbrance free land. Escalation of cost due to inflationary effects or any other reason is not permitted during construction period or extended time period of contract.
5. Engineer-in-Charge shall not be held liable for any compensation due to machines & equipments becoming idle or any circumstances including untimely rains, other natural calamities, strikes etc.
6. All statutory taxes, viz. GST / labour welfare cess, labour insurance etc or revision of taxation rates even after AOC or commencement and before final completion of the work are to be borne by the contractor/bidder. Original tax invoice/challan or bill of those materials, which are procured by the bidder, may be asked to be submitted for verification if required.
7. Labour Welfare Cess @ 1% of the cost of construction works shall be deducted from the Gross value of all works bills. Also it is instructed to compulsorily register his/her establishment under the Act, under the competent registering authority, i.e. Assistant Labour Commissioner / Dy. Labour Commissioner of the region for disbursing PF and ESI benefits of workers. The bidder should be mandatorily be registered online with Employees Provident Fund Organisation (EPFO) in the on-line system and posses EPF code and all current documents. Penalties and complaints due to non compliance of on-line EPF registration and default is the full responsibility of the bidder even if the TIA is by default the Principal employer
8. No mobilization / secured advance will be allowed unless specified otherwise in the contract or the e-Notice Inviting Tender.
9. GST, Cess, License fees, Royalty for construction materials, forest product etc, Toll Tax, Income Tax, Ferry Charges and other Statutory Government Taxes as applicable during project implementation are to be paid by the contractor/bidder. The rates of supply and finished work items are inclusive of these taxes and levy. Tax invoice/bills needs to be submitted by the supplier/bidder for raising claims under the contract after attaining of physical milestones showing separately the tax charged in accordance with the provisions of GST Act, 2017.
10. All working tools & plants, scaffolding, construction of vats & platforms and arrangement of Labour Camps will have to be arranged by the contractor at his/her own cost. The contractor shall clear the site of work and restore all damages made due to the Labour camp, erection of yards and godowns, stores etc within 30 days of completion of work.
11. The contractor shall supply mazdoors, bamboos, ropes, pegs, flags T&P, Machineries and equipments etc. for laying out the work and for taking and checking measurements for which no extra payment will be made.
12. The contractor/bidder should see the site of works and tender documents, drawings etc. before submitting tender and satisfy himself/herself regarding the condition and nature of works and ascertain difficulties that might be encountered in executing the work, carrying materials to the site of work, availability of drinking water and other human requirements & security etc. Work on river banks may be interrupted due to a number of unforeseen reasons e.g. sudden rise in water levels, inundation during flood, inaccessibility of working site for carriage of materials. Engineer-in Charge may order the contractor to suspend work that may be subjected to damage by climate conditions. No claim will be entertained on this account. There may be variation in alignment, height of embankment or depth of cutting, location of revetment, structures etc. due to change of topography, river condition and local requirements etc. between the preparation and execution of the scheme for which the tendered rate and contract will not stand invalid. The contractor will not be entitled to any claim or extra rate on any of these accounts.
13. A machine page numbered Site Order book (with triplicate copy) will have to be maintained at site by the contractor and the same has got to be issued from the Engineer-in-Charge before commencement of work. Instructions given by inspecting officers not below the rank of Assistant Engineer will be recorded in this book and the contractor must note down the action to be taken by him in this connection as quickly as possible.
14. The contractor shall be bound to comply with all the Central & State Pollution Control Acts & Rules during entire construction period.
15. All possible precautions should be taken for the safety of the people and work force deployed at worksite as per safety rule in force. Contractor will remain responsible for his labour in respect of his liabilities under the Workmen's Compensation Act etc. He must deal with such cases as promptly as possible. Proper road signs as per P.W.D. practice will have to be erected by the contractor at his own cost while operating public thoroughfares. Also, display boards containing brief description and name of project with completion target dates shall be erected at a prominent location at the work site by the contractor for public awareness.
16. The contractor will have to maintain qualified technical employees and/or Apprentices at site as per prevailing Apprentice Act or as stipulated in the contract. No compensation for establishment charge will be entertained.
17. The contractor will have to accept the work programme as per modifications and priority of work fixed by the Engineer-in-Charge so that most vulnerable reach and/or vulnerable stretch is completed before impending monsoon or rise in river flood water level or commencement of canal irrigation water release or for other suitable reasons.
18. Quantities of different items of work mentioned in the departmental tender schedule/BOQ or in work order are only tentative. In actual work, these may vary considerably. Payment will be made on the basis of works actually completed in different items as per specifications and codes, and no additional claim will be entertained for reduction of quantities in some items or for omission of some items. For execution of any additional item or supplementary works within the



tendered value with the total completion value remaining within the accepted tendered cost, approval of the Tender Accepting Authority/Government in the Irrigation & Waterways Department would be required.

19. As per Govt. Notification No. (i) 925-F(Y): dated: 14<sup>th</sup> February 2017 in supersession of Departmental order No. 05-W/2015-16; dated 20<sup>th</sup> November, 2015. This will have retrospective effect from 15/02/2017. This G. O Dated 14/02/2017 is in supersession to the earlier G.O. No. 172(8)-IB/IW/O/IB-Misc-38/2011(Pt. III); Dated 06/09/2016 in respect of the relevant provisions in the NIT.
20. As per Govt. Notification No. (i) 378(7) – IB / IW/O/IA/11C(T)-01/2004(Pt); dated: 6<sup>th</sup> February 2017 regarding the condition of restricting value of the work upto the tendered amount as directed by competent authority.
21. The “Additional Performance Security” shall be obtained from the successful L1 bidder, if the accepted bid value is below 20% of the estimated amount put to tender. This Additional Performance Security shall be equal to 10% of the tendered amount i.e. L1 bid price. The Additional performance security shall have to be submitted by the selected bidder after issuance of Letter of Acceptance / Letter of invitation (LOA/LOI) and before Award of Contract (AOC) in the form of “Bank Guarantee” of any Schedule Bank, payable at Kolkata or / in West Bengal, as per enclosed format (Annexure). If the bidder fails to submit the Additional Performance Security within seven working days from the date of issuance of LOA/LOI, its Earnest Money Deposit (EMD) will be summarily forfeited. The said Bank Guarantee (BG) shall have to be valid up till the end of the Contract –Agreement period including extended time period till 100% physical completion of work in all respects and shall be renewed accordingly if required. The said Bank Guarantee shall remain in custody of the DDO & Executive Engineer in -charge of the work, which shall be returned to the bidder /contractor immediately after successful physical completion of the work as per contract. If the bidder fails to complete the work successfully, this Additional Performance Security shall be forfeited at any time during the pendency of the contract period after serving suitable notice to the contractor/bidder agency. Necessary provision regarding deduction of security deposit from progressive bills of the contractor in respect of the tendered work shall be governed as per relevant clauses of the tender contract-Agreement which will in no way be affected / altered due to this Additional Performance Security. **This clause included as per Memorandum circulated by Irrigation & Waterways Department, Govt. of West Bengal, vide Memo No. 09-W/2017-18, dated:- 20th July, 2017.**
22. 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. VALID DOCUMENT OF GSTIN MUST BE SUBMITTED / UPLOADED. VAT registration is not applicable in this Tender

Sd/- J.K Bhowmik  
Sub Divisional Officer  
Coochbehar Investigation Sub Division No-I  
Cooch Behar

**Memo No- 410/10**

**Dated :- 11.09.2019**

**Copy forwarded to the:-**

1. Chief Engineer, North East, I & W Dte, Club Road, Jalpaiguri.
2. Superintending Engineer, North East Irrigation Circle-I, Debibari, Coochbehar
3. District Magistrate, Cooch Behar
4. Executive Engineer, Cooch Behar Irrigation Division, Debibari, Cooch Behar – This has ref to your Memo No. 1319, Dt. 06.09.2019
5. Sub-Divisional Officer, Cooch Behar Irrigation Sub- Division
6. Sub-Divisional Officer Tufanganj Irrigation Sub- Division
7. Sub-Divisional Officer, Mathabhanga Irrigation Sub- Division.
8. Sr. Divisional Accounts Officer, Cooch Behar Irrigation Division.
9. Estimating Section, Cooch Behar Irrigation Division.
10. Office Notice Board.

Sd/- J.K Bhowmik  
Sub Divisional Officer  
Coochbehar Investigation Sub Division No-I  
Cooch Behar

**Memo No- 410/10(1)**

**Dated – 11.09.2019**

Copy submitted to the Honb'le Sabhadhipati Cooch Behar Zilla Parisad, Cooch Behar for information.

Sd/- J.K Bhowmik  
Sub Divisional Officer  
Coochbehar Investigation Sub Division No-I  
Cooch Behar

