



W.B.F. No. – 2914

Government of West Bengal  
Irrigation & Waterways Directorate  
Office of the Executive Engineer  
West Midnapore Division  
Midnapore, Paschim Medinipur  
Email id- eewmid2012@gmail.com

**NOTICE INVITING TENDER**

(For works of estimated cost up to Rs 5.00 lakh)  
**NOTICE INVITING TENDER NO: - WBIW/EE/WMD/NIT- 06 of 2020-2021**

**1. Invitation.**

Separate sealed Tenders in printed forms are hereby invited by the Executive Engineer, West Midnapore Division on behalf of the Governor of the State of West Bengal in West Bengal Form No.2911 for the works as per list attached herewith, from the eligible bonafide, reliable resourceful Contractors having sufficient experiences in execution of similar type of works.

**2. Details of Work :-AS PER LIST ATTACHED IN PAGE 10 OF THIS NIT**

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

i)	Last Date & Time for application(With 2911, NIT, BOQ & all other 5 relevant papers download from departmental website:- wbiwd.in	09.10.2020	Upto 17:00hrs.
ii)	Last Date & Time for issue of Tender paper.	13.10.2020	Up to 17:00 hrs.
iii)	Last Date & Time for dropping Tender paper at the office of the Executive Engineer (I&W Dte.), West Midnapore Division, Midnapore.	15.10.2020	Upto 15:00hrs.
iv)	Date & Time of opening of Tender in the office of the undersigned.	15.10.2020	After 15:30hrs.

**4. Tender documents:** - The Tender documents shall consist of the followings and other relevant particulars may be seen by the intending Tenders or by their duly authorized representatives during office hours between 11.00 AM and 4 PM on every working day, till the last date of issue of the Tender Forms in the office of the undersigned: -


a) Notice Inviting Tender,

b) W.B.F. No 2911

c) Price schedule, Additional Terms & Conditions, Special Terms & Conditions, General Specification of the work and other relevant documents. Plans and Drawings where necessary (these will not be required to be submitted with the tenders but this will form part of the tender documents at the time of executing the agreement after acceptance)

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\* Kindly note that details will be available in the office of the undersigned on any working day up to 16.00hrs

  
Executive Engineer (I&W Dte.)  
West Midnapore Division  
Midnapore, Paschim Medinipur.

  
25/09/20

**(General Terms & Conditions for Contract: 'Tender value' up to Rs 5.0 Lakh)**

**1. Eligibility for participation in tenders.**

All Bonafide Indian contractors/Agencies/Organizations, Registered Companies/ Firms including Registered Partnership Firms, Proprietorship Firms, Registered Consortiums & valid 'Joint Ventures' and contractors/bidders of equivalent grade or class having Credential from the Government of West Bengal, Union Government Departments/ Other State Government Departments/ Engineering Wings of Gol /IRCON/RVNL/NHPC, Autonomous Project Authority and other similar organizations of Gol and State Governments/PSU and Corporations of Government of India and other States having successfully completed at least one similar nature project and not otherwise debarred are eligible to participate subject to fulfilling the other eligibility criteria laid down in the subsequent paragraph. Consortiums and Joint Ventures are not allowed to participate in tenders of value up to Rs. 5.00 lakh

**2. Participation in more than one work.**

Any contractor/bidder may bid for any number of Serials of work in a particular NIT, if more than one work have been published in that NIT, subject to fulfillment of all of the following conditions:

- a. There should be full compatibility (matching between the technical credential submitted by the bidder in the form of along with other relevant documents as stated under Clause 3.2B III) relating to any work successfully completed by the bidder and technical criteria specified in the NIT for any particular serial of works for which the bidder intends to bid. In other words, technical credential certificate along with relevant documents submitted for any work should at the minimum; satisfy the technical eligibility criteria specified for that work. Normally there should be separate CC along with relevant documents for each of the serial of works, the bidder intends to bid and the serial number relevant to the CC should be clearly written on the body of the CC and also on the other documents stated under Clause 3.2B III. However, the bidder will also reserve the right to submit one CC along with relevant documents for bidding in more than one serial of work, provided cumulative technical credential of all such serials should be fulfilled by one single CC. In such case also, serial numbers of the relevant works for which the CC is submitted should be clearly written on the body of the CC by the bidder. Omission of serial numbers on the body of the CC and also on the other documents stated under Clause 3.2B III, in case of bidding for more than one serial will lead to rejection of all the bids.
- b. Average of gross annual turnover of the individual bidder/Organization/consortium or Joint Venture for any three financial years within preceding five financial years, as stated under Clause 7V, should not less than the summation of turnover requirements of the relevant individual serial of works for which the bidder intends to bid.

**3. Submission of Tender**

**3.1 General procedure for submission of Tender**

Tenders are to be submitted electronically in the. All documents uploaded by the Tender Inviting Authority forms an integral part of the works contract/Agreement. Contractors/bidders are required to upload the entire tender documents along with all other relevant PQ credential documents as asked for in the NIT, electronically, through the above portal within the stipulated date and time as notified in the NIT. Tenders are to be submitted in two parts/folders at the same time for each work, one being and the other. The contractor/bidder should carefully go through all the documents of the tender and upload the scanned copies of his/henr/their original documents in 'Portable Document Format' (PDF) files in the designated links in the web portal as their He/she needs to fill up the financial offer/bid price/ rates in percentage above or below or 'At-Par' of the work in the designated cell in, and upload the same in the designated link of the portal as their documents uploaded are virus scanned and required to be digitally signed using their 'Digital Signature Certificates' (DSC). Contractors/bidders should especially take note of all the *Addenda* or *Corrigenda* notices related to the Tender and upload all of these documents forming a part of their e-bid as tender document. Documents digitally signed and uploaded in the Tender portal by the contractors/bidders containing requisite information & financial bid/rate comprising and '*Financial bid*' are submitted concurrently, which cannot be changed after end date and time fixed for submission of the Tender. Extension of last date for bid submission or insertion of any of Addendum/Corrigendum, if unavoidable is to be notified as per Finance Department guidelines in the Procurement Portal, Departmental website, Newspapers and in Notice boards. Whenever any corrigendum is issued irrespective of the content (date corrigendum or otherwise), due date of submission of bid will be extended by 7 (seven) calendar days to be published before expiry of the last date for original validity period of bid submission. Extension of last date and time for bid submission by issuance of a Corrigendum shall not be treated as 2nd Call or Re-tender.

**3.2 Technical Proposal**

The Technical Proposal should contain scanned PDF files of all documents in the following standardised formats in two part covers or folders.

Cover No	Cover	Document Type	Descriptions
1	Pre-Qual/Technical	.pdf	NIT_Corrigendum
		.pdf	Agreement_2911
		.pdf	Forms

2	Finance	.pdf	Schedule
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### 3.2 A Descriptions of Technical (Pre-Qual) Covers

- i. 'NIT\_Corrigendum folder': Notice Inviting Tender is to be downloaded in entirety, signed and during bid submission in "NIT\_Corrigendum" folder. 'Corrigenda/Addenda' if published in connection with the NIT is to be signed and in the 'NIT\_Corrigendum' folder merged with NIT documents during bid submission.
- ii. 'Agreement\_2911' folder: Contract /Agreement in WB Form No. 2911 published in the Tender is to be signed during bid submission in Agreement\_2911 folder.
- iii. 'Forms' folder: Applications for Tender: vide self declaration format in specimen Form-1 , Self declaration of bidder not having common interest as a different bidder organisation in any other work tendered under different serials of this particular NIT vide specimen Form-2, and self declaration on antecedents and performance of the bidder in specimen Form-4.  
All above are to be filled up completely, signed and during bid submission in "Forms" folder.

### 3.2A.NOTE:

- i. Contractors/bidders are required to keep track in the for all the Addenda or Corrigenda notices and documents published in connection with a particular Tender within the bidding period and the same, signed by him/her along with their bid. Tenders submitted without Addendum/Corrigendum are liable to be treated as incomplete and thereby liable for disqualification or rejection.
- iii. Form 1, Form 2, and Form 4 are taken from bidders by TIA as bidders self declarations' or undertakings. These formats are specimens or samples only, which are to be firstly downloaded by the bidders from the NIT in filled up completely and again uploaded with their electronic bids.

### 3.2 B. My Document [ OID\* Cover] containing:

It is desired that PDF files of all other original documents in support of their eligibility and credential shall have to be submitted under the OID cover folders as detailed below:

#### My Document Format for uploading in the OID folder:-

Sl. No.	Category	Sub-category	Sub-category description	Remarks if any
I	Certificates	1. certificates.pdf 2. GST_registration_certificates.pdf	1 Latest Professional Tax Payment Certificate (PTPC) or, PT deposit challan for current financial year or Government Order for exemption in other States where ever applicable. 2 Valid PAN Card in the name of bidder/organisation 3 Income Tax Return of current Assessment year or, IT Return of immediate preceding Assessment year whichever is ;attest available 4 Valid GSTIN under GST Act & Rules	Refer to Clause 3.2C(I) for details
II	Company Details	companydetails.pdf 1 companydetails.pdf 2	1 For Proprietorship Firms, Partnership Firms, Registered Companies, Registered Co-operative Societies Valid Trade License/ acknowledgement or Receipt of application for Trade License/ Revalidation OTHER REQUIREMENTS:- 2 For Partnership Firms: Legally valid Partnership Deed, Form-VIII/ Memorandum of Registration of Registrar of Firms 3 For Companies: Incorporation Certificate, Memorandum of Articles of ROC, List of current owners/ Directors/Board Members 4 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	Refer to Clause 3.2C(II) for details
III	Credential of works	1. Credential pdf 1 2. Credential pdf 2	1 Work Order/ Award of Contract or LOA/LOI duly authenticated by issuing authority. 2 Pre-Qualification (PQ) Work credential of one 100% completed work as desired in the NIT as the Credential Certificate (CC) duly authenticated by	Refer to Clause 3.2C(III) for details

			competent authority.	
IV	Financial credential	Payment certificate.pdf	All 100% Payment Certificates of competent authorities during preceding Five FY. IT Return of bidder in three FY, or Audited Profit & Loss Accounts statement of any three financial years within the zone of preceding five financial years whichever is available.	Refer to Clause 3.2C(IV) for details

\* OID denotes Other Important Documents.

**Note:**

- i. It is desirable though not mandatory that all documents stated above in PDF files shall be submitted by the bidders only in specified designated folders.
- ii. Validity of documents submitted by bidder shall be stand determined on the date of publication of tender notice (Notice Inviting Tender)

**3.2 C(I) Certificate/s:** The documents mentioned below under Serial a, b & c are to be submitted as 'PDF' files in Certificate.pdf1 (name of the file should be "certificates.pdf")

The document mentioned under Sl. d below is to be submitted in GST Registration Certificate.pdf2 file

- a. Latest available Professional Tax Payment Certificate (PTPC) or the PT payment challan/ receipt for current financial year/Waiver Order of competent authority in other States if applicable.
- b. Valid PAN Card of the bidder/s are required;
- c. Income Tax Return of current Assessment Year or, IT Return of immediate preceding Assessment year under IT Act & Rules, whichever latest available with the bidder.
- d. Valid 15 digit Goods and Service Tax payer Identification Number (GSTIN) as per GST Act, 2017 & Rules of the bidder to be submitted in 'GST registration certificate pdf'.

**3.2C(II) All documents mentioned in tabular format under Clause 3.2B and also explained below should be submitted during submission in PDF files with the name of file should be "companydetails.pdf"**

- i. For Partnership Firms: Documents of Registration of Partnership Firms in the certified copy of 'Form No. VIII,' issued under Indian Partnership Act, 1932 (Act-IX of 1932) by the Registrar of Firms. In case a Partnership Firm is yet to receive Form No. VIII, a 'Memorandum' issued by the Registrar of Firms may also be accepted.
- ii. For Companies: Incorporation Certificate, valid Trade License or acknowledgement of issuing authority of receipt of application for Trade License / renewal, 'Memorandum of Articles' registered under the Registrar of Companies (ROC) under the Indian Companies Act, List of owners/ Directors/Board Members are to be uploaded with the bid.
- iii. For State Registered Co-operative Societies:
  - a. Society Registration certificate from ARCS (Assistant Registrar of Co-operative Societies, GoWB) and By-Laws for Cooperative Societies under West Bengal Co-operative Societies Act, 2006 and Rules, 2011 and all amendments.
  - b. Latest Auditor's Report of Directorate of Co-operative Audit under Department of Co-operative, Government of West Bengal within preceding five financial years as per Societies Act & Rules.

**3.2C(III) Eligibility criteria based on Credential of work/Prequalification Work Credential "credential.pdf"**

- i. Work Order/Award of Contract or the Letter of Acceptance (LoA) duly authenticated by the competent issuing authority is to be submitted under Technical cover (name of file should be "credential.pdf 1).
- ii. Credential of one 100% completed work of Gross Notional Value as desired in the NIT as the Credential Certificate (CC) duly authenticated by competent authority. (Name of file should be "credential.pdf 2).

**3.2C (IV) Financial credential:** In 'payment certificate.pdf' folder under OID cover

- a. Disqualification during evaluation of financial capability of bidder shall not be decided during technical bid evaluation by TEC up to work within Rs 5 lakh, 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.
- b. 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.

**Note: a.** If the bidder Company/Firm was set up less than three years ago, audited balance sheets and P/L Accounts for the number of years since inception are to be submitted under Technical cover and the average value would be evaluated only for the period since inception and not three years. Credential Certificate (CC) given as PQ Work Credential may also contain payment certificate and in those cases separate payment certificate is not required.

- b. No file in Technical / Pre-Qual cover or OID cover folder is allowed by the system to be kept blank/empty. Where ever the forms and documents are uploaded by the Tender Inviting Authority, the same is to be downloaded, duly filled up, converted to pdf file, and again uploaded after digital signing, forming a part of tender document. These formats are specimens or samples only and deviation from specimen format is not a sufficient ground for rejection of the bid. Relevant blank Forms are to be firstly downloaded by the bidders from the NIT in e-Procurement portal, filled up completely and again uploaded with their electronic bid. No offline document is acceptable from bidders by TEC during evaluation stage.

### 3.3 Financial proposal / bid under Financial cover:-

The financial bid should contain the following documents in one cover or folder.

- i. **Bill of Quantities (BOQ):** The contractor/bidder is required to quote the financial offer/bid price or rate as percentage above or below the estimated amount put to tender or 'at-par' with tender value, in the space marked for quoting rate in the BOQ of the tendered work.
- ii. Only the downloaded sheet of the above document in Excel format is required to be uploaded by the contractor/bidder.
- iii. BOQ without a valid numeric rate at the designated space provided in the BOQ will be disqualified and rejected outright. Contractors/bidders willing to quote "at-par" rate shall need to write "0" in the 'space' provided for rates in the BOQ of the tendered work.

### 4. Tender Fee and Earnest Money Deposit (EMD)

#### i. **Tender Fees:**

Entire set of e-Tender documents are made available free of cost through the State Government e-Procurement portal having URL <https://wbenders.gov.in> and also available in the e-Procurement link of Departmental website [www.wbiwd.gov.in](http://www.wbiwd.gov.in). Cost for tender documents will not be charged even during execution of a formal tender contract/agreement. However, the contractors/bidders may wherever necessary shall be suitably charged for additional/multiple copies of drawings, specifications, Schedule of Rates booklet etc. and such fee may be suitably determined by the Tender Inviting Authority as per existing Rules.

#### ii. **(a) Earnest Money Deposit (EMD):**

Bidders are required make payment of Earnest Money (EMD) through the e-Payment banking system, on-line and should read in advance the instructions carefully, particularly those contained in the challan generated in the e-transaction of the portal, if opted for EMD payment through RTGS/NEFT. Only if the bidder is exempted from payment of EMD by the State Finance Department, the Govt order for such exemption is to be uploaded while opting for EMD exemption category. Any misjudgement and resultant non submission of EMD will lead to summarily rejection of the bid/tender. **The quantum of Earnest Money Deposit has been revised as 2 % of the amount put to tender or Rs. 10 Lakh, whichever is lower for amount put to tender upto value of Rs. 25 crore.**

#### **(b) Additional Performance Bank Guarantee:**

'Additional Performance Security' has been made mandatory which shall be obtained only from the successful L1 bidder, if the accepted bid price is below 20% of tender BOQ or below by more than 20% of the tender BOQ. This Additional Performance Security shall be equal to 10% of the tendered amount i.e. 10% of the L1 bid price.

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 within validity period 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 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 proper notice to the contractor/bidder agency. Necessary provisions 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.

As per Dept. Memo no.- 306-IB/IW-14011(34)/1/2018-JS(IW),dated: 06.08.2018, the entire Security Deposit or the Performance Security may be released after physical and financial completion of the project but before expiry of the security period or defect liability period against receipt of equivalent amount of bank guarantee of approved bank of RBI which should remain valid till the expiry of the defect liability period.

### 4A. **EMD payment & SD procedure:**

**Earnest Money & Security Deposit** : - In partial modification of Notification No. 03-W dated 18th January 2011 of the Secretary to the Govt. of West Bengal, Irrigation & Waterways Directorate communicated by the Deputy Secretary to the Govt. of West Bengal, Irrigation & Waterways Directorate vide Memo. No. 89(6)-IB/IWO/1B-Misc-12/2007 dated 18th January 2011; sub rule 229(iii) vide memo no.- 08/1(6)-IB dt. 30.04.2013 the following provisions have been made in different para's and that should be abided by the tender.

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

Both the above Co-operative Societies will have to be deposited the earnest money and Security Deposit as per the Notification No. 03-W dated 18th January 2011 of the Secretary to the Govt. of West Bengal, Irrigation & Waterways Directorate communicated by the Deputy Secretary to the Govt. of West Bengal, Irrigation & Waterways Directorate.

**B) DEDUCTION OF SECURITY MONEY FROM THE PROGRESSIVE BILL:-** Earnest money already deposited during the Tender shall be converted as a part of security money and additional security shall be deducted from the progressive bills at 8% or such amount from each such bill, so that the total deduction together with the 2% E.M.D constitutes 10% of the tendered value of work as actually done.

**C) NO FURTHER DEDUCTION SECURITY MONEY FROM THE PROGRESSIVE BILL:-** In partial modification of sub rule 231(b) enumerated in this Departmental Notification No-03-W Dt. 18 Jan 2011, such Tenders may also be permitted to deposit further security so as to make total 10% of the Tendered amount to avail the facility of no further deduction from the progressive bills, subject to the condition laid down in 231(c) contained in the above said notification

**D) 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:-** In Para (11), Demand Draft, Banker's Cheque, and Treasury Challan, Deposit at Call Receipt (D.C.R.) of Scheduled Banks guaranteed by the Reserve Bank of India may be accepted as earnest money and/ or security Deposit. In terms of Memo. No. 108-IB/W/O/IB-Misc-35/201(Part) dated 16.11.2011 of Deputy Secretary to the Govt. of West Bengal, I&W.D, the original copies of the Demand Draft/Banker's Cheque/Deposit at Call Receipts (DCR), towards Earnest Money Deposit (EMD) in favour of Executive Engineer, West Midnapore Division issued from any of the following Schedule Banks Payable at Midnapore should be dropped with the tender. EMD issued from any bank other than the schedule banks will liable to rejection of the Tender.

The list of Scheduled Banks in India (Public Sector & Private Sector) constitute those banks which have been included in the Second Schedule of Reserve Bank of India (RBI) Act, 1934. RBI in turn includes only those banks in this schedule which satisfy the criteria laid down vide section 42 (6) (a) of the Act are appended below.

• **Scheduled Banks in India (Public Sector):**

1) State Bank of India 2) State Bank of Bikaner and Jaipur 3) State Bank of Hyderabad 4) State Bank of Indore 5) State Bank of Mysore 6) State Bank of Saurashtra 7) State Bank of Travancore 8) Andhra Bank 9) Allahabad Bank 10) Bank of Baroda 11) Bank of India 12) Bank of Maharashtra 13) Canara Bank 14) Central Bank of India 15) Corporation Bank 16) Dena Bank 17) Indian Overseas Bank 18) Indian Bank 19) Oriental Bank of Commerce 20) Punjab National Bank 21) Punjab and Sind Bank 22) Syndicate Bank 23) Union Bank of India 24) United Bank of India 25) UCO Bank 26) Vijay Bank.

• **Scheduled Banks in India (Private Sector):**

1) 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.

**g) 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'

**h) EXEMPTION OF EARNEST MONEY AND LIMITATION OF SECURITY DEPOSIT:-**

Finance Department has exempted from payment of EMD to State Registered Labour Cooperative Societies, Mackintosh Burn Limited, Westinghouse Saxby Farmer Limited & Britannia Engineering Limited only. State & Central Govt SSI Units are exempted from EMD for tenders for procurements and supply of Goods only and not works contracts. However, all other credentials are to be fulfilled by each.

**4B. Refund/Settlement Process for EMD:**

EMD will be refund of the unsuccessful tenderers after issue of Work order of the lowest bidder. Emd of successful bidder will be refund after security period of the same works.

**5. Credential Certificate (CC) :**

- i. Credential Certificates (CC) for one/single 100% completed work within last five financial years on the date of publication of NIT will only be accepted as valid credential of work. Incomplete ongoing work shall not be considered for valid Credential. Payment Certificate without containing mandatory details shall not be treated as valid.
- ii. It is desirable that CC should preferably contain the name with designation, postal address of office, contact Telephone No./FAX / e-mail ID of the authority issuing the CC for the work along with name of work, amount put to tender, date of completion of the work, gross final billed value of the 100% completed work, certificate of issuing authority indicating successful and satisfactory completion. Illegible certificates, absence of contact details making it time consuming for verification purposes of CC issued by authorities outside the State are liable to be rejected.
- iii. Credential Certificates (CC) of successfully completed works in any Department/autonomous authority of the Government of West Bengal will be considered. CC of 100% completed works executed under any other State / Central Government Ministry / Department / Nationalised Financial Institution Organisation / Govt. Undertaking / Govt. Enterprises or Government Institutions or Local Government Bodies (Municipalities, Zilla Parishad & Panchayat Samities within West Bengal, will also be considered as valid 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. Additional eligibility criteria for participating in more than one serial of work in a NIT**

If the same bidder bids separately for on behalf of another Firm or in a different capacity having financial interests in the same work, all the tenders would be rejected.

**7. Penalty for suppression / distortion of facts and withdrawal of L1 bidder before acceptance of LOI**

If a contractor/bidder fails to physically produce the originals of documents (especially the Credential Certificates and P/L accounts with audited balance sheets), or any other bid document on demand by the Tender Evaluation Committee (HTEC/TEC) which were submitted as soft copies in PDF files with their e-bids within a specified time frame, need arising due to any material deviations detected in the uploaded soft copies, leading to specific doubts which could not be cleared by enquiry from issuing authority of these documents or if there is any suppression/distortion/falsification noticed/detected/ pointed out at any stage of the e-tender process at any stage prior to signing of Contract-Agreement or the issue of LOA or AOC, the Tender Inviting Authority will immediately bring the matter to the notice of the concerned Chief Engineer and appropriate penal measures as stated in Clause 10 below will be taken. The concerned Chief Engineer then will issue the necessary order in writing with intimation to the defaulting contractor/bidder, other Chief Engineers, Centralized e-Tender Cell and also the Government in the Irrigation & Waterways Department. Copy of the order/stating penal measures should invariably be communicated to the Nodal Officer, e-Governance Cell of the Department with a request for uploading the order in the Departmental website in the link "List of suspended/debarred contractors".

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

**A. SCOPE:**

The procedures laid down in subsequent paragraphs shall govern the suspension and debarment of suppliers, contractors and bidders ("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. The concerned Chief Engineer shall publish the suspension and debarment order in the Departmental website with the approval of I&W Department in the designated link within 1 (one) working day of issuance of such order. The TIA shall recommend the case to HTEC/TEC who with opinion of Chief Engineer will place it before DTC/QBEC/DTTC for approval.

**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/Company/Society/Corporation participating in the procurement process and/or a Person/Contractor/Agency/Joint Venture/Consortium/ Corporation having an Agreement/ Contract for any procurement
- ii. **Contract implementation:** A process of undertaking a project in accordance with the contract /Agreement documents.
- iii. **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.
- iv. **Debarred Bidder:** A Bidder who was disqualified by the competent authority of the Irrigation & Waterways Department, Government of West Bengal.
- v. **Department:** Irrigation & Waterways Department, Government of West Bengal
- vi. **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.
- vii. **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.
- viii. **Procurement:** It is the act of buying goods, services or works from an external source. It is favourable the goods, services or works are appropriate and that they are procured at the best possible cost to meet the needs of the acquirer in terms of quality and quantity, time and location.

ix. **Procuring Entity/Authority:** The officer authorised by the Irrigation & Waterways Department, Government of West Bengal for procurement.

x. **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 GROUNDS FOR SUSPENSION AND DEBARMENT**

- i. Submission of eligibility requirements containing false information or falsified documents.
- ii. Submission of Bids that contain false information or falsified documents, or the concealment of such information in the Bids in order to influence the outcome of eligibility screening or any other stage of the bidding process.
- iii. Unauthorised use of one's name/digital signature certified for purpose of bidding process.
- iv. Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his favour.
- v. All other acts that tend to defeat the purpose of the competitive bidding such as lodging false complaints about any bidder, posting baseless allegation about any officer duly authorised by the Department, restraining any interested bidder to participate in the bidding process etc.
- vi. Refusal to accept an award after issuance of 'Letter of Acceptance' or enter into contract with the Government without justifiable cause.
- vii. Refusal or failure to post the required performance security/earnest money within the prescribed time without justifiable cause.
- viii. Subcontracting of the contract or any part thereof without prior written approval of the procuring entity.
- ix. Failure solely due to fault or negligence of the Contractor, to mobilize and start work within the specified period as mentioned in the 'Letter of Acceptance' / 'Letter of Acceptance cum work Order' / 'Work Order' / 'Notice of Process' / 'Award of Contract' etc. ultimately resulting in rescindment of contract.
- x. Failure to fully and faithfully comply with the contractual obligations without valid cause, or failure to comply with any written lawful instruction of the procuring entity or his representative(s) pursuant to the implementation of the contract, ultimately resulting in rescindment of contract.
- xi. 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.
- xii. Refusal or failure to upload a self-declaration in specimen format of Form-4 to the effect of any previous debarment imposed by I&WD, any other Department of State Government and or Central Government.
- xiii. Wilful or deliberate abandonment or non-performance in a project or contract by the contractor / suppliers resulting to substantial breach thereof without lawful and / or just cause(s).
- xiv. The Additional Performance Security shall have to be submitted by the selected L1 bidder after issuance of Letter of Acceptance / Letter of Invitation (LoA/LoI) within next seven working days and before issuance of Award of Contract (AoC) in the form of "Bank Guarantee" of any Scheduled Bank approved by RBI, payable at Kolkata or / in West Bengal, as per specimen format Form-6. Else, its/their Earnest Money Deposit (EMD) will be forfeited without any prejudice by the Tender inviting authority.

**E. CATEGORY OF OFFENSE:**

- a. First degree of offense: Clause 9 D (i) up to (vii), (xii) & (xiv) is to be considered as first degree of offense.
- b. Any of the offence under Clause (viii) to (xi) & (xiii) shall lead to termination of contract and its determinations in accordance with Clause (ii) & Clause (iii) of Agreement Form No. WB-2911 and simultaneous debarment for a period of 2 years
- c. Second degree of offense: Any one of the offenses as mentioned under Clause 9D (i) to (xiv), committed by a particular bidder/contractor/supplier on more than one occasion would be considered as second degree of offense. Period of debarment will be 2 times the corresponding period penalty applicable for 1<sup>st</sup> degree offence in addition to other penal provisions contained in 1<sup>st</sup> degree offence.

**F. Procedure and Rules of Debarment :**

Debarment procedure and rules are published as Departmental Notification to be read in conjunction with the Comigenda issued from time to time , as may be seen in the Notification link of the Departmental website wbiwd.gov.in

**G. PENALTY FOR OFFENSE:**

- a. For committing 1<sup>st</sup> degree offense any of the cases referred under Clause 9 D (i) to (v), forfeiture of earnest money and debarment for a period of six months, if the offense is detected during technical evaluation. If the offence is detected after award of the contract and if the offender happens to be the agency selected for work, and such selection is made due to oversight, forthwith termination of the contract and determination of contract value in accordance with clause 3(ix) (c) of West Bengal Form No. 2911, and simultaneous debarment for a period of six months. Further, in case the offense is detected after completion of work and payment of final bill the Work credential earned would be declared as



'null and void', so that the same cannot be used in future as PQ credential for securing other works contracts in the Irrigation & Waterways Department, together with debarment for a period of six months.

- b. For committing 1<sup>st</sup> degree offense in any of the cases referred under Clause 9 D (vi), (vii), (xiii) to (xv), forfeiture of earnest money and debarment for a period of one year. For committing offenses under Clause 9D (xv), debarment period shall be for one calendar year preferably from the date on which the due date for submission of BG had expired (i.e 8<sup>th</sup> or 15<sup>th</sup> working day from date of receipt of LOA /LOI) by the concerned Chief Engineer to be notified in the Departmental website.
- c. For committing 1<sup>st</sup> degree offense in any of the other cases under Clause 9 D (viii) to (xii), termination of contract and its determination in accordance with Clauses 2 & 3 of West Bengal Form No. 2911(i)/(ii), including debarment for a period of two years.
- d. For committing 2<sup>nd</sup> degree offenses under above all categories, period of debarment will be twice the corresponding period for 1<sup>st</sup> degree offenses, in addition to other penal provisions for 1<sup>st</sup> degree offense.

#### 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 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 EPF 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 rents or levies shall be made by the work implementing authority.

#### 11. Site inspection prior to submission of tender

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

#### 12. Conditional and incomplete tender

Conditional and incomplete tenders are liable to be summary rejected. No off-line document will be entertained until completion of e-Tender process by way of acceptance of L1 bid by the competent Tender Accepting Authority/Government.

#### 13. Opening of a Technical Proposal

All works above tender value of within Rs 5.00 lakh for which tendering is mandatory shall be awarded through open tenders without reservation for any particular class of contractors/bidders. Notices for open off-line tenders for each tender value below Rs 5.00 lakh shall include such clauses as is notified by the Department from time to time.

##### 13.1 Tender Accepting Authority (TAA)

Authority to which the power has been delegated to accept tenders as per latest Finance Department Notification will function as the Tender Accepting Authority (TAA) for evaluation of technical and financial proposals of works having tender value within his/her range of acceptance.

As per present delegation, TAA for different tenders within the range above Rs 0.10 Lakh upto Rs 45.00 Lakh would be as follows:

- i. For off-line tenders of value from Rs 3.0 Lakh up to Rs 5.0 Lakh is to be tendered in a single bid system in off-line mode to be accepted by Executive Engineer West Midnapore. Division, I&W Directorate. [off-line single bid Tenders]
- ii. For tenders of value up to Rs 3.0 Lakh relating to works only, is to be tendered in a single bid system in off-line mode to be accepted by Assistant Engineer ..... Division, I&W Directorate. [off-line single bid system Manual Tenders] on the basis of technically sanctioned costs.

##### 13.2 Procedure to be followed for final acceptance of tender & Award of Contract

- i. The lowest (L1) financial bid for all works tenders is accepted as a rule. If for any reason the lowest (L1) bid is not accepted, reference is to be made to the appropriate Government for orders as to which of the contractor /bidder the work should be awarded.
- ii. Maximum 5 % excess beyond the 'Tender Value' (Amount put to Tender) may be accepted above tenders of value below Rs 3.00 lakh upto 5% above amount put to tender and also 5% excess over administratively approved amount, proposal for revised administrative approval/Expenditure sanction would have to be submitted to the Government, but acceptance of tender and issue of work order may not be kept pending for want of revised approval.
- iii. Above 5% and up to 10% of the Tender Value can be recommended to the Government for acceptance by the Departmental Tender Committee (DTC) subject to the conditions that valid technically qualified bids should not be less than three and L1 bid is accepted and tendered amount is within the administratively approved cost. In case of excess over administratively approved amount, revised administrative approval would have to submitted to the Government but acceptance of tender, and issue of work order may not be kept pending for want of Revised Administrative Approval/ Revised Financial sanction.

- iv. If the response to an Tender is less than three, then Tender should be invited afresh. Such Re-Tender notice shall be published in widely circulated dailies as per guidelines and also through Tender web portals. Prior to invitation of Re-Tender / fresh Tender, the eligibility criteria and other terms & conditions as contained in the first 'Notice Inviting Tender' (NIT) shall have to be reviewed/relaxed by the Tender Inviting Authority, to ascertain whether (i) it was too much restrictive, say, specifications and qualifications were fixed at higher standards than required, (ii) advertisements in the widely circulated Newspapers were properly published and (iii) other related procedural matters were observed in its entirety.
- v. If the number of valid bids received even in re-tender is less than three, it should be referred by the TIA to the DTC and even the appropriate Government along with the recommendation of the DTC for decision, in accordance with Finance Department Memorandum and other relevant orders in vogue at the time of publication of the e-tender.
- vi. For acceptance of L1 bid after 2<sup>nd</sup> / 3<sup>rd</sup> re-tenders is still above 10% of the Tender Value (Amount put to tender), upon specific recommendation of the DTC as mentioned at clause 13.4, with that of the Department shall have to be sent to the Finance Department for decision.
- vii. All above tender rules applies for all types of works and procurements i.e Plan, Non Plan, deposit works tenders.

**14. General guidelines for acceptance of Tender**

Lowest valid rate should normally be accepted in accordance with the procedure stated in clause 13.4. The Tender Accepting Authority reserves the right to distribute the work amongst more than one contractor/bidder with same L1 rate.

**15. Signing of formal tender contract/agreement after acceptance of tender**

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

**16. Payment against bills raised by the contractor**

Periodic Tax invoice/bills containing bidders GSTIN & other details needs to be submitted by the supplier/contractor/Agency/bidder to the DDO for raising claims for receiving payments of work executed under this contract /upon achieving physical Milestones clearly showing separately the Tax charged in accordance with the provisions of the GST Act, 2017.

The payment of Running Account as well as final bill for any work based on progress and performance will be made according to availability of fund and no claim due to delay in payment will be entertained.

**17. No cost escalation in any form is included in the Tender Contract Agreement.**

**18. Definition of Physical Milestones:**

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

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

**19. Withdrawal of bid in a Tender**

Withdrawal of Tender once the bid has been submitted of-line and after passing of end date for submission and has been accepted for further processing, is not allowed. EMD will be forfeited by the Government and the L1 bidder/contractor penalised in terms of clause 8 referred earlier would be applicable.

**TIA: Tender Inviting Authority (Executive Engineer)**

**TAA: Tender Accepting Authority (Executive Engineer)**

## Special Terms & Conditions of the contract

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. Adjustment of original bid prices/escalation cost/ mobilization advance / secured advance shall not be permitted for any reason whatsoever due to cost and time over run 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. Insurance of workers and materials is the responsibility of the bidder during entire construction period.
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 or in work order are only tentative. In actual work, these may vary considerably. Payment will be made on the basis of works actually completed in different items as per specifications and codes, and no additional claim will be entertained for reduction of quantities in some items or for omission of some items. For execution of any additional item or supplementary works within the tendered value with the total completion value remaining within the accepted tendered cost, approval of the Tender Accepting Authority/Government in the Irrigation & Waterways Department would be required.
19. In order to cope with the present system of e-pradan billing, departmental supply of construction materials is discouraged. However, Departmental materials may be issued to the contractor/ bidder to the extent of requirements as assessed and following accounts procedure in the Treasury system of bill payment and in instalments as decided by the Engineer-in-Charge. Issue of materials may be of three categories.
  - a) Materials issued directly to the work and subject to recovery.
  - b) Materials issued from departmental go down and subject to recovery.
  - c) Materials issued free of cost.Decision of the Engineer-in-Charge should be final and binding in this regard. He also stands solely responsible for reconciliation of accounts, if materials are issued to the contractor.
20. Any materials brought to site by the contractor subject to approval of the Engineer-in-Charge. The rejected materials must be removed by the contractor from the site at his own cost within 48 hours of issue of the order to that effect. The rates in the schedule are inclusive of cost and carriage of all materials to worksite. The materials will have to be supplied in phase with due intimation to the Sub-Divisional Officer/Assistant Engineer concerned in conformity with the progress of the work. For special type of materials, i.e. Geo Synthetic Bags, HDPE Bags, Geo Textile Filter, Geo jute Filter etc. if any, relevant Data Sheet containing the name of the Manufacturers, Test Report etc. will also be submitted in each occasion. Engineer-in-Charge may conduct independent test on the samples drawn randomly before according approval for using the materials at site. In this regard decision of Engineer-in-Charge shall be final and binding.
21. For materials under category 19(a),(b)&(c), the contractor will act as the custodian thereof. The materials will have to be carried from the nearest Departmental go-down to worksite by the contractor at his own cost. The contractor shall remain responsible for the proper storage and safety of the materials. Suitable Go-down/ Store shall have to be made by the contractor at his/her own cost. Penalty charges shall be levied at higher rate for loss, wastage, misuse. Surplus materials of the departmental if any, shall have to be returned to the issuing Go-down or store at the contractor's cost within the time frame as fixed by Engineer-in-Charge, otherwise, the cost at penal rate will be recovered from the bill. Indent for departmental materials shall be submitted by the contractor to the AE/S.D.O. at least 7 days in advance of actual requirement. No claim will be entertained for non-issuance of such materials in time but reasonable extension of time will be granted. All materials, whatever be the category thereof, shall be properly stored by the contractor in suitable go downs near the site of work at his own cost & under no circumstances whatsoever shall any material be removed from the site of work without prior written permission of the Engineer-in-Charge. The contractor shall be responsible for any damage, wastage or loss of such materials.
22. The contractor shall also have to satisfy the Engineer-in-Charge regarding the proper utilization of materials which have been issued departmentally.
23. Value of the material, under category (a) & (b) of clause 19, will be recovered from the bills of the contractor in one or successive instalments as may be decided by the Engineer-in-Charge.
24. Requisite quantity of cement as may be required for the work will be supplied from the nearest Departmental go down if stock permits. The issue rate of cement is shown in the Schedule of materials attached. Any excess consumption of cement by more than 5% over the final consumption statement drawn up as per consumption rate specified in the Schedule will be recovered at a penal rate shown in schedule.
25. Reinforcement steel rods/MS sheet piles/bitumen will be issued if stock permits, from the nearest departmental go-down where such material is available in marketable length/quantities. While issuing the same, for any particular work the quantity actually required as per approved drawing shall only be issued. While executing the work, it will be responsibility of the Contractor/bidder as well as the Engineer-in-Charge to get this quantity properly utilized in the work. Cut pieces, if any will not be taken back by the Department. Recovery for the total quantum of steel issued will be made at the issue rate shown in the Schedule below. In case of misuse over +10%, deduction will be made at a penal rate shown in the Schedule below. This whole principle shall apply in case of other M.S materials like sheet piles and structural steel members as well.

26. The work is to be executed strictly as per specification attached with NIT and shall conform relevant Indian Standard Codal provisions and good industry practice. In the absence of any such provision in some items, the tending authority reserves the right to adopt suitable International Code/specifications/standards.
27. All queries and disputes arising out of the works contract during construction phase are to be brought to the notice of the Chairman of the 'Department Dispute Redressal Committee' in writing for decision within 15 days.

28. SCHEDULE OF RECOVERY RATES OF DEPARTMENTALLY SUPPLIED CONSTRUCTION MATERIALS

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

**Executive Engineer**  
**West Midnapore Division,(I&W Dte.)**  
**Midnapore, Paschim Medinipur**

**LIST OF WORKS**

**NIT NO: - WBIW/EE/WMD/NIT- 06 of 2020-2021 vide Memo No- 1206<sup>E</sup> date-25.09.2020**

<b>Last Date &amp; Time for application (with 2911(ii), NIT, BOQ &amp; all others 5 relevant papers download from departmental website wbiwd.in</b>		09.10.2020	Up to 17:00 hrs.			
<b>Last Date &amp; Time for issue of Tender paper.</b>		13.10.2020	Up to 17:00 hrs.			
<b>Last Date &amp; Time for dropping Tender paper at the office of the Executive Engineer (I&amp;W Dte.), West Midnapore Division, Midnapore.</b>		15.10.2020	Up to 15:00hrs.			
<b>Date &amp; Time of opening of Tender in the office of the Undersigned</b>		<b>15.10.2020</b>	<b>After 15:30hrs.</b>			
Sl. No	Name of Work	Estimated cost (value of work put to tender) (Rs)	Earnest money (Rs) (2% of the estimated cost put to tender)	Cost of Tender Documents (Rs.)	Eligibility of Contractors	Time of completion of the work
1	" Maintenance and repair of electrical work for the office building of Canal Revenue Division at Block Midnapore Sadar, P.S.- Kotwali, Dist- Paschim Medinipur."	94049.00	1881.00	NIL	Bona-fide outsiders having Credential of execution of similar nature of work of value 30% of the amount put to tender within the last 5 years	30 Days
2	"Development of Mohanpur Gauge station surrounding Campus including inside road at-Mohanpur, Block- KGP-I, P.S.- KGP(I), Dist-Paschim Medinipur".	302674.00	6053.00	NIL	Do	30 Days
3	"Minor repair of the Qrt. No. Type -II-A/3 & EE/WMD Chamber at Sekhpura Irrigation Colony in Block-Midnapore Sadar, P.S.-Kotwali, Dist-Paschim Medinipur."	265854.00	5317.00	NIL	Do	45 Days
4	"Emergent repairs to raincuts, vertical, Slip, mending damages including inspection path from Ch. 2.50km to 3.00Km of TEIH1 embankment of R/B of river Cossye in Block- Kharagpur-II & P.S- Kharagpur(L), Dist- Paschim Medinipur.	412162.00	8243.00	NIL	Do	45 Days
5	"M/R to Grill /Gates of Mohanpur Annexure Building; at -Mohanpur, Block- KGP-I, P.S.-KGP(I), Dist-Paschim Medinipur.	76255.00	1525.00	NIL	Do	30 Days
6	"Fixing of TBM pillar (U/S & D/S) both side of river cossye adjacent to Anicut structure at Mouza-Mohanpur & Srirampur, in Block- Midnapore Sadar & Kharagpur-II, P.S.- Kotwali & Kharagpur Local, Dist- Paschim Medinipur".	68815.00	1376.00	NIL	Do	30Days
7	"M/R to Type -III-A3/6 Quarter, & Stair room of Type-III-A, Type-III-B(1&2), Twin type Quarter (1&2) at Sekhpura Irrigation Colony in Block-Midnapore Sadar, P.S.-Kotwali, Dist-Paschim Medinipur."	234437.00	4689.00	NIL	Do	45 Days

  
**Executive Engineer (I&W Dte.)**  
 West Midnapore Division  
 Midnapore, Paschim Medinipur  



Registered with A/D Special Messenger.

**Memo No:- 1206<sup>E</sup>/18**

**Dated: 24.07.2020**

**Copy forwarded for information and wide circulation to the:-**

1. Chief Engineer-South-West, I & W Dte. Khasjangan, Midnapore, Paschim Medinipur,
2. Superintending Engineer, Western Circle, II, I & W Dte. Midnapore, Paschim Medinipur.
3. Sabhadhipati, Paschim Medinipur Zilla Parishad, Midnapore,
4. Executive Engineer, Jhargram Flood Management & Planning Division, I & W.Dte., Midnapore, Paschim Medinipur.
5. Executive Engineer, K.K.B. Project Division, I&W Dte. Temathani, Sabang, Paschim Medinipur.
6. Sub- Divisional Officer./Lachmapore Irrigation Sub-Division,(I&W. Dte.) Midnapore, Paschim Medinipur
7. Sub Divisional Officer / Investigation Sub-Division No.-II,(I&W Dte,) Midnapore, Paschim Medinipur.
8. Sub Divisional Officer./ Ghatal Irrigation Sub- Division, I&W Dte, Ghatal ,Paschim Medinipur.
9. Secretary, Midnapore Sadar/ Ghatal/ Jhargram/ Kharagpur Sub- Divisional contractors' Association.
10. Office Notice Board/ Divisional Accounts Officer / Estimating Section /Hd. Clerk / Cash Section of West Midnapore Division.
11. Karmadhakshya, Krishi-O-Sech, Paschim Midnapur, Zilla Parishad.

  
**Executive Engineer (I&W Dte.)**  
West Midnapore Division  
Midnapore, Paschim Medinipur

  
25/09/20

Form - 2

Declaration against Common Interest

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. \_\_\_\_\_ Sl. No. \_\_\_\_\_ do not have any common interest either as a partner on any partnership firm / joint venture as a Proprietor / Owner of any other firm in the same serial for the work I / We want to participate.

Date :

\_\_\_\_\_

Signature