

GOVERNMENT OF WEST BENGAL

IRRIGATION & WATERWAYS DIRECTORATE

OFFICE OF THE EXECUTIVE ENGINEER MAHANANDA LINK CANAL DIVISION

TEESTA SECH BHAWAN, 2ND MILE, SEVOKE ROAD, SILIGURI

e-Mail :- eemlcd@gmail.com

Memo No. :-1008

Date :- 31.12.2021

NOTICE INVITING TENDER NO :- WBIW/EE/MLCD/NIT-12/ 2021-22

1. Separate Sealed Tenders in printed form invited by the **Executive Engineer, Mahananda Link Canal Division** on behalf of the Governor of West Bengal, for the Works as per list attached herewith from eligible bonafide outsiders having credential of execution similar nature of work of Value 30% of the amount put to Tender within the last 5 years.
2. a. Separate Tender should be submitted for each work as per attached List in Sealed Cover super scribing the name of the work on the envelope and addressed to the proper authority.
b. Submission of Tender by **post** is not allowed.
- * 3. The Tender documents and other relevant particulars (if any) may be seen by the intending Tenderer or by their duly authorized representative during office hours between **11.00 A.M to 5.00 P.M** on every working day, till **10.01.2022** in the Office of the Executive Engineer, **Mahananda Link Canal Division**.
4. a. **Intending Tenderers should apply for Tender papers in their respective Letter Heads enclosing self attested copies of the following documents, original of which and documents like Registered Partnership (for Partnership farms) etc. are to be produced on demand, as well as during interview (if any).**
 - i. Valid **PAN Card** in the name of bidder organization, latest Professional Tax Payment Certificate (PTPC) or PT payment challan for current financial year, valid GST Identification number (GSTIN) document, **Income Tax Return** of I.T Dept. of last financial year, **Trade License** valid upto the date of opening of the Tenders. Application for such clearance addressed to the Competent Authority, subject to production of authenticated receipt may also be considered.
 - ii. For Partnership Firms : Legally valid **Partnership Deed, Form-VIII / Memorandum of Registration** of Registrar of Firms, as applicable.
 - iii. For Companies : **Incorporation Certificate, Memorandum of Articles** of ROC, **List of current owners** / Directors / Board Members.
 - iv. For State Registered Co-operative Societies : **Society Registration certificate** from ARCS in 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.
 - v. **Completion Certificate / 100% Payment Certificate** (s) for the Single similar work at least 30% of the value of the work for which Tender Paper is desired, executed within preceding 5 (Five) FY

(to be determined from the actual year of completion, considering current financial year as Year-1) **alongwith BOQ / Schedule of Rate and Work Order / Award of Contract duly authenticated by issuing authority.**

- vi. A Statement showing number and value of works presently under execution by the Tenderer under the Irrigation & Waterways Department and other Government Departments / Organization as stated in paragraph 4(b) here under.
- vii. **Declaration** by the Applicant to the effect that there is no other applications for Tender Paper for work in this NIT in which he/she/they has/have common interest. Failure to produce any of the above document may be considered good and sufficient reason for non- issuance of tender paper.

b. Completion Certificate issued by Competent Authority will normally be considered as credential. Completion Certificates (CC) for 100% completed works during the current year and within last five financial years will only be accepted as valid credential.

CC should clearly show the name, postal address, (contact Tel. No. and FAX or e-mail ID if issued outside the jurisdiction of the State) of the office and designation of the officer/ authority issuing the CC for the work along with the name of work and amount put to tender (Tender Value). Illegible certificates and those having incomplete information may be rejected.

CC of works executed in the Irrigation & Waterways Directorate will be considered. CC of works executed in other Departments of the State Government/ organizations viz. Public Works & Public Works (Roads) Department, Public Health Engineering Department, Sundarban Affair Department and other State Government Departments, Zilla Parishads & Panchayat Samities only within the jurisdiction of the State of West Bengal, WBHIDCO, WBSEDCL, WBSETCL, KMDA, KMW&SA, KMC, Other Municipal Authorities and Bodies, HRBC, Engineering Departments of Union Government and Organizations like Farakka Barrage Project (FBP) Authority, Indian Railways, KoPT and companies owned or managed by the Government of West Bengal, i.e. Mackintosh Burn Ltd., Westinghouse Saxby Farmer Limited & Britannia Engineering Ltd. may also be considered. Such CC are to be issued by an officer/authority not below the rank of Executive Engineer / Divisional Engineer / District Engineer/Project Manager of the State/Union Government Departments/ Organisations; authorised signatories of CC for Panchayat Samities and Municipalities shall be BDO & Ex-officio Executive Officer and Secretary or equivalent administrative officers respectively. It is desirable to have contact telephone and FAX or e-mail address of the signatory of the CC for all offices outside West Bengal.

Such CC is required to be further countersigned by the immediate superior authority of the issuing authority for all cases other than direct Union Government Departments and Ministries outside the State of West Bengal. Also such certificates when issued in all other States other than those directly of State / Union Government Departments and Indian Railways should contain a declaration that the work has been executed to the satisfaction of the concerned Government Organisation and has been declared 100% complete in all respect by the competent authority in the concerned Organisation.

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

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

c. If a contractor/bidder fails to physically produce the originals of documents (especially the Credential Certificates), or any other bid document on demand by the Tender Evaluation Committee (HTEC/TEC) within a specified time frame, 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 tender process at any stage prior to signing of Contract-Agreement or the issue of Work Order, the Tender Inviting Authority will immediately bring the matter to the notice of the concerned Chief Engineer and appropriate penal measures as the Government may deem proper will be taken.

5. Participation in more than one serial of work out of list of works published in one NIT :

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 the following conditions:

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. 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 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, in case of bidding for more than one serial will lead to rejection of all the bids.

6. Intending Tenderer not satisfied with the decision of the Tender Paper issuing Authority may prefer an appeal to the next superior Officer. Concerned Chief engineer will be the Appellate Authority for high Value Tenders. Necessary communication regarding his appeal to the Appellate Authority must be brought to the notice of such Authority within two working days after the issue of Tender Paper and copy of such communication should also be submitted to the Tender Paper issuing Authority within the same period failing which no such appeal will be entertained.

7. a. Tender Paper is available free of cost in the Office of the Executive Engineer, Mahananda Link Canal Division, I&W Directorate, 2nd Mile, Sevoke Road, Siliguri within the specified date and time as per attached list by the intending Tenderer or by their duly authorized representatives.

b. No Tender Paper will be supplied by post.

c. No Tender Paper will be issued on the date of issue of tenders after expiry of date and time mentioned in the Notice.

- *8. Before submitting any Tender the intending Tenderer should make themselves acquainted thoroughly with the local conditions prevailing by actual inspection of the site and take into considerations all factors and difficulties likely to be involved in the execution of work in all respect including transportation of materials, communication facilities, climate conditions, nature of soil, availability of local labourers and market rate prevailing in the locality etc. as no claim what so ever will be entertained on these accounts afterwards. In this connection tenderers may contact the office of the undersigned up to **10.01.2022** between **11.00 A.M and 4.30 P.M** on any working day.
9. Cost towards Earnest Money Deposit (EMD) @ 2 % of the amount put to tender must be submitted in the form of Bank Draft (BD) / Bankers Cheque (BC) / Deposit Call Receipt (DCR) of any scheduled bank of India in favour of **Executive Engineer, Mahananda Link Canal Division**, Payable at Siliguri. Payment in any other form e.g NSC, KVP, etc. will not be accepted.
10. Earnest Money for works in open tender, as noted in the list of work, will have to be deposited by the Contractors.
- a. The Tenderer should quote the rate both in figure and in words on the basis of Percentage above/ below or at par the Schedule of Rates attached with the Tender Form and also in the space provided in the Tender Form.
- b. Any Tender containing over writing is liable to be rejected.
- c. All corrections are to be attested under the dated signature of the Tenderer.
11. a. The Tenderer should quote the rate both in figures and in words on the basis of percentage above / below or At Par the Schedule of Rates attached with the Tender Form and also in the space provided in the Tender Form. The rate should be quoted in one single handwriting and preferably with the same ink. Rates quoted in different handwriting shall be treated as informal.
- b. Any tender containing over writing is liable to be rejected;
- c. All corrections are to be attested under the dated signature of the Tenderer without which tender may be informal.
12. When the Tenderer sign his Tender in an Indian Language, the total amount tendered should also be written in the same Language. In the case of illiterate Tenderer the rates tendered should be attested by an witness.
13. The Tenderer who will sign on behalf of a Company or Firm must produce the registered documents (within 3 days from the date of opening the Tender) in support of his competency to enter into an Agreement on behalf of the Company or the Firm under the Indian Partnership Act. Failing which the Tender will not be considered and the deposited Earnest Money will be forfeited.
14. Any Letter or other instrument submitted separately in modification of the sealed tender may not be entertained.
15. The Tenderer should submit a statement at the time of submission of his tender showing the Technical Staff to be maintained for the work, with their technical qualifications, failing which the tender may be liable to rejection.

16. Conditional Tender, which does not fulfill any of the above condition, and is incomplete in any respect, is liable to summarily rejection.
17. In view of introduction of GST with effect from 01.7.2017, all the bidders intending to participate in this tender should offer their bids inclusive of GST applicable for entire composite works / Procurement of goods & services, labour intensive component contained in the BOQ / Schedule of Rate. 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.
18. The Tender Accepting Authority does not bind himself to accept the lowest tender and reserves the right to reject any or all of the tenders received without assigning any reason whatsoever the intending Tenderers and also reserves the right to distribute the work amongst more than one Tenderers.
19. The Tender will have to, if so desired by the Tender Accepting Authority, submit his analysis to justify the rate quoted by him.
20. The Tender will be opened as specified in the list of works, in presence of the participating Tenderers or their duly authorized representatives who may be present at time of opening and who may also put their signatures in the Tender Opening Register.
21. The successful Tenderer will have to execute the duplicate copies of his tender which will have to be obtained in the office of the **Executive Engineer, Mahananda Link Canal Division**, within 7 (Seven) days from the date of receipt of the intimation of acceptance of his tender failing which the Earnest money shall forthwith stand forfeited in favour of the Government and the Communication of acceptance of the tender shall automatically stand cancelled.
22. If any Tenderer withdraws his tender before its acceptance or refuses / fails to convert it into a reason contract within a reasonable time, without giving any satisfactory explanation for such withdrawal / refusal / failure he shall be disqualified for submitting any Tender in this Division / Circle for a minimum period of one year and his case will be referred to the Government for order as to what further action will be taken against him.
23. The successful Tenderer will have to abide by the provisions of the West Bengal Contract Labour (Regulation and Abolition) Rules, 1972 and such other Acts as may be applicable as will be force from time to time.
24. Materials such as Cement, M.S. Rod, R.C.C, Hume Pipes, M.S. Sheet Piles etc. if available in stock, will be issued by the Department to the Contractor for the work as per Issue Rate fixed by the Engineer-In-Charge. Site of issue of materials as mentioned in the list of Materials to be supplied

Departmentally to the Contractor is furnished with the tender documents for the work. Any other materials not listed therein, if supplied by the Department, the Issue Rate for such materials will be fixed by the Engineer-In-Charge. Otherwise materials will be supplied by the contractor.

25. Hire Charge for Tools & Plants Machinery, if Issued Departmentally, will be recovered from the contractor at such rates as will be fixed by the Engineer-In-Charge. The period of hire charges of all Tools & Plants Machinery issued from the Government go down will be counted from the date of their issuance from the go down and upto the date of return into the same go down and the hire charges will be recovered from the Contractor accordingly. All tools & Plants Machinery issued to the Contractor must be returned in good condition. In case of any damage, the cost of repair to such damage or replacement will be recovered from Contractor.
26. In the following cases a Tender may be declared informal and unacceptable
- Correction, alteration, additions etc. if not attested by the Tenderer.
 - Earnest Money Deposit (EMD) in the form of Bank Draft (BD)/ Bankers Cheque (BC)/ Deposit Call Receipt (DCR) of any Schedule Bank of India in favour of **Executive Engineer, Mahananda Link Canal Division**, payable at Siliguri if not deposited.
 - If the Tender Form is not properly filled in respect of the general description of the work Estimated cost, Rate of deduction of Security Deposited, etc. in page 2 and other pages as are required to be filled in.
 - If the specified pages of the Tender Documents are not signed by the Tenderer.
 - If the Tender is not submitted in a Cover properly sealed and the Serial No. of work is not indicated on the cover.
27. For the return of the earnest money of the unsuccessful Tenderer (s) he/they is/are to apply to the **Executive Engineer, Mahananda Link Canal Division** giving the reference to the work NIT No. date of Tender amount and mode of Earnest Money deposited – all in a complete form. The Earnest Money of all Tenders other than lowest Tenderer in each case may be refunded, after acceptance of the rate in the comparative statement, as early as possible.
28. To verify the competent capacity and financial stability of the intending Tenderer(s) the Tender Paper Issuing Authority may demand production of any necessary documents as it may deem necessary.
29. The Payment of R/A as well as Final Bill for any work will be made according to the availability of fund and no claim due to delay in payment will be entrained.
30. Normally Tender Papers will be issued to an applicant who may indicate the Sl. Nos. of the work in the order of priority. However, depending on response to various serials in the NIT Tender Paper Issuing Authority may Issue Tender paper for any serial even though it may not be preferred by the applicant.
31. “**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 Schedule or below by more than

20% of the tender Schedule. This Additional Performance Security shall be equal to 10% of the tendered amount i.e. 10% of the L1 bid price.

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 Work Order 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.

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.

32. Sealed Tender should be dropped in the Tender Box at the office of the Executive Engineer, Mahananda Link Canal Division, I&W Directorate, 2nd Mile, Sevoke Road, Siliguri.

33. Payment will be made subject to the availability of fund.

***Categorization of Works :-**

- | | |
|-------------------------------|---|
| 1. Earthwork | : Earthwork in excavation / filling for embankment canal, drainage channels executed under Irrigation & Waterways Department. |
| 2. Building Work | : G.I pipe, Plaster, Painting, Door Window Shutter, etc. |
| 3. M.S. Structural Works etc. | : Gates of all kinds, electrical installation, pumps and machinery. The above list only indicative and not exhaustive. |
| 4. Repair Work | : Earth work, River bed Materials etc. |
| 5. Protection Work | : Bamboo, Gunny bags, Boulder work etc. |

Copy submitted for favour of information and wide circulation to the:-

1. Chief Engineer, Teesta Barrage Project, 2nd. Mile, Sevoke Road, Siliguri.
2. Superintending Engineer, Teesta Barrage Circle, 2nd Mile, Sevoke Road, Siliguri.
3. Superintending Engineer, Mahananda Barrage Circle, Tinbattimore, Siliguri.
4. Superintending Engineer, Design ,Monitoring & Quality Control attached to Chief Engineer, Teesta Barrage Project, Siliguri
5. District Magistrate, Darjeeling / Jalpaiguri
6. Concern SDO of the work.
7. Divisional Accounts Officer of this office.
8. Accounts Section / Estimate Section.
9. The Office Notice Board.



Executive Engineer
Mahananda Link Canal Division,
Irrigation & Waterways Directorate

FORM-6*

SPECIMEN FORMAT FOR THE BANK GUARANTEE FOR ADDITIOANAL PERFORMANCE SECURITY DEPOSIT

(*To be submitted only if the bid price quoted by the bidder is below 20% of tender Schedule or below by more than 20% of the tender Schedule, non submission within next 7 working days from date of issuance of LOA will lead to rejection of selected bidder. Similar standard format issued by RBI approved Bank pledging Bank Guarantee of the required value and period in favour of Engineer-in-Charge is acceptable)

To,

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

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

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

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

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

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

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

We (Indicate the name of the bank and branch) further agree to pay to you any money so demanded not withstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present absolute and unequivocal.

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

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

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

This guarantee shall be valid upto -----. It come into force with immediate effect and shall remain in force and valid for a period upto the time of completion of the work under the stated contract plus claim period of six months for the Bank Guarantee. Notwithstanding, anything mentioned above, our liability against this guarantee is restricted to Rs _____ (Rs. _____) and unless a claim in writing is lodged with us within the validity period, i.e upto.....of this guarantee all our liabilities under this guarantee shall cease to exist.

Signed and sealed this _____ day _____ of _____ 20 _____ at _____

SIGNED, SEALED AND DELIVERED

For and on behalf of the BANK by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

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

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

GOVERNMENT OF WEST BENGAL

IRRIGATION & WATERWAYS DIRECTORATE
OFFICE OF THE EXECUTIVE ENGINEER, MAHANANDA LINK CANAL DIVISION
TEESTA SECH BHAWAN, 2ND MILE, SEVOKE ROAD, SILIGURI
e-Mail :- eemlcd@gmail.com

Memo No. :- 1008

Dated :- 31/12/2021

NOTICE INVITING TENDER NO : WBIW/EE/MLCD/NIT-12/2021-22

1. Last date and time of receiving Application	10/01/2022 up to 4.30 P.M.
2. Last date and time of Issue of Tender document	11/01/2022 up to 5.30 P.M.
3. Date and time of Receiving Tender document	14/01/2022 up to 4.00 P.M.
4. Date and time of opening Tender Documents	14/01/2022 after 4.30 P.M.

Earnest Money Deposit (EMD) should be in the form of Bank Draft (BD) / Bankers Cheque (BC) / Deposit Call Receipt (DCR) of any Schedule Bank of India in favour of the Executive Engineer, Mahananda Link Canal Division, payable at Siliguri.

Sl No.	Name of Work	Amount Put to Tender (Rs.)	Earnest Money Deposit (Rs.)	Time allowed for Completion	Source of fund	Eligibility of Contractor(*)	Physical Milestones for completion of each work within stipulated time
1	2	3	4	5	6	7	8
1	Repair of inspection path over left bank of Dy-10 of TMLC from ch. 10.596 km to ch. 12.988 km in PS-Rajganj, Dist Jalpaiguri, under Mahananda Link Canal Division During 2021-22	431,830.00	8,637.00	15 days	Non-Plan	Contractors having credential of execution of similar nature of work of value 30% of the amount put to tender within the last 5 years.	75% of work within 9 days, 89% of work within 12 days, 95% of work within 14 days and 100% of work within 15 days.
2	Strengthening of both embankment including toe protection of Dy-10 of TMLC inbetween ch 11.900 km and 12.988 km in PS-Rajganj Dist:- Jalpaiguri under Mahananda Link Canal Division during 2021-2022.	458,384.00	9,168.00	15 days	Non-Plan	Contractors having credential of execution of similar nature of work of value 30% of the amount put to tender within the last 5 years.	75% of work within 9 days, 89% of work within 12 days, 95% of work within 14 days and 100% of work within 15 days.



Executive Engineer
Mahananda Link Canal Division