



Government of West Bengal
Irrigation and Waterways Directorate
Office of the Sub Divisional Officer
Mograhat Drainage Outfall Sub Division
Baruipur, Puratan Bazar, South 24 Parganas
E- Mail ID – sdomdosd20@gmail.com

NOTICE INVITING TENDER No. 06 of 2021-22 of SDO / MDOSD
Circulated Vide T. O. No. 30; dated : 13.01.2022

Separate sealed tenders are being invited by the Sub-Divisional officer, **Mograhat Drainage Outfall Sub Division**, Irrigation & Waterways Directorate, on behalf of the Governor of West Bengal, for the works mentioned in the list given below from eligible and resourceful contractors/bidders having sufficient credential and financial capability for execution of works of similar nature.

The intending tenderers should apply for tender paper in the office of the Sub-Divisional officer, addressing to the Sub-Divisional Officer, **Mograhat Drainage Outfall Sub Division**, Baruipur South 24 Parganas.

The intending bidder/contractor must read the Terms & Conditions contained in the Notice Inviting Tender (NIT) carefully. He/she should particularly go through the eligibility criteria, and satisfy himself/herself of the mandatory requirements. Contractors/bidders desirous of participating in the tender may submit their application for the work only if they fulfill the minimum eligibility criteria and are in possession of all the required documents.

Eligibility for participation Bonafide contractors/bidders, Registered Co-operative Societies, and Partnership Firms registered with the State Government and contractors/bidders of equivalent grade or Class, registered with the Union Government / Military Engineering Services / Indian Railways for execution of civil works are eligible to participate depending on the criteria as laid down below in the subsequent para/clause. Joint venture firms are not eligible to participate in tenders. Net notional amount calculated from Completion Certificate (CC) of a single work during last 5 years issued in favour of the contractor/bidder /agency/firm/consortium for a work of similar nature should be at least 50 % of the amount put to tender (Tender Value) for the work.

Submission of Tenders

1. Tender documents to be submitted in the tender box in the office of the Sub-Divisional officer, **Mograhat Drainage Outfall Sub Division**, Baruipur, South 24 Parganas per scheduled time & date.

2.a) Separate Tender should be submitted for each Work, as per attached List, in sealed cover inscribing the NIT No., Sl. No. and Name of the work on the envelope and addressing to the Sub-Divisional officer, Baruipur Drainage Sub-Division, Baruipur South 24 Parganas

b) Submission of Tenders by post or FAX or through Internet is not allowed.

3. The Tender Document and other relevant Particulars (if any) may be seen by the intending Tenderers or by their duly authorized representative during office hours between 11.00 A.M. to 4.00 P.M. on every working day, till the date of issue of tender papers in the office of the Sub-Divisional officer, **Mograhat Drainage Outfall Sub Division**, Baruipur, South 24 Parganas, any tenderer may send his authorized representative to attend interview, bid or any other purpose allowed by tender accepting authority. Such authorization must be submitted in stamped paper in presence of 1st class Judicial Magistrate or Notary Public.

4) a. Intending Tenderer should apply for tender paper addressing to the Sub-Divisional officer, **Mograhat Drainage Outfall Sub Division**, Baruipur, South 24 Parganas, in their respective letterhead enclosing self-attested copies of the following documents, originals of which and other documents like Register of Partnership (for partnership firm) etc. are to be produced on demand, as well as during interview (if any).

- b. 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.
- c. Valid 15 digit Goods and Service Tax Payer Identification Number (GSTIN) as per GST Act, 2017 & Rules of the bidder.
- d. 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
- e. 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 submitted.

For State Registered Co-operative Societies:

- f. 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.
 - g. 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.
 - h. Work Order/Award of Contract or the Letter of Acceptance (LoA) duly authenticated by the competent issuing authority is to be submitted.
 - i. Pre-Qualification (PQ) 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.
 - j. 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 PQ credential of work. Incomplete ongoing work shall not be considered for valid PQ Credential. Payment Certificate without containing mandatory details shall not be treated as valid.
5. i) Suspension including debarment of Bidders / Agencies will be applicable as per Memorandum No-03-W/2017-18, dated-18.05.2017 of the Secretary, Irrigation & Waterways Department, Govt. of West Bengal.
- ii) Intending Tenderers having not satisfied with the decision of the Tender Paper Issuing Authority may prefer an appeal to the next superior Officer. Necessary communication regarding his appeal to the Appellate Authority must be brought to the notice of such authority within two days after the date of 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.
- iii) Tender documents are available free of cost and also made available in the Departmental website www.wbiwd.gov.in. Cost of tender documents shall not be charged even during execution of formal tender agreements. However, the contractors/bidders may wherever necessary be charged suitably for asking additional multiple copies of drawings, specifications, Schedule of Rates of the Circle/s (SOR) etc. and such fee may be suitably determined by the Tender Inviting Authority as per norms.
- iv) No Tender Paper will be supplied by Post.
- v) No Tender Paper will be issued after expiry of date & time mentioned in the notice.
6. Cost towards Earnest Money Deposit (EMD), for each work as noted in the List of Works, in the form other than those mentioned below, will not be accepted. Earnest Money Deposit (EMD) must-presently be submitted in the form of Bank Draft (BD) / Bankers Cheque (BC) / Deposit Call Receipt (DCR) of any scheduled Commercial Bank in India approved by RBI & having a branch in West Bengal which is to be drawn **in favour of the Executive Engineer, Mograhat Drainage Division, Baruipur, South 24 Parganas**. Payment in any other forms viz. NSC, KVP, cheques etc will not be accepted. Additional Performance Security as Bank Guarantee shall be obtained in Specimen Form-6 from any RBI approved Indian Bank located in West Bengal only, as per Memorandum No. - 09-W/2017-18 Dated 20th July, 2017 of Secretary to the Govt. of West Bengal, Irrigation

& Waterways Department, Govt. of West Bengal. 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 PQ credentials are to be fulfilled by each.

7. Earnest money as noted in the list of works will have to be deposited by the contractors.
- i) The Tenderer should quote the rate both in figures & in words on the basis of percentage above/ below /at par the scheduled of rates attached with the tender form and also in the space provided in the Tender Form.
- ii) Any tender containing over writing is liable to be rejected.
- iii) All corrections are to be attested under the dated signature of the Tenderer.
- 11) When a Tenderer signs his tender in an Indian language, the total amount Tendered should also be written in the same language. In the case of illiterate Tenderer, The Rates Tendered should be attested by a Witness.
8. The Tenderer who will sign on behalf of a Company or a Firm, must produce the registered documents 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.
9. Any letter or other instrument submitted separately in modification of the sealed Tender will not be entertained.
10. Conditional Tender, which does not full fill any of the above conditions, and is incomplete in any respect, is liable to summarily rejection.
11. GST, Royalty, Building & Construction Workers Cess and all other statutory Levy/Cess etc. will have to be borne by the Contractor (he will have to produce necessary documentary evidence of his having done so at the time of receiving the final payment for the work).
12. As per memorandum No-11-W/2017-18, dated-01.08.2017, Secretary to the Government of West Bengal, Irrigation & Waterways Department Tender Evaluation Committee (TEC) is responsible for issuing tender paper. Lowest valid rate should normally be accepted. The Executive Engineer, Mograhat Drainage Division, Baruipur, South 24 Parganas, is the accepting authority of Tender and 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 and also reserves the right to distribute the work amongst more than one Tenderers on technical feasibility.
13. The Tenderer will have to, if so desired by the Tender Accepting Authority, submit his analysis of rate to justify the rate quoted by him.
14. The Tenders will be opened, as specified in the List of works in the Chamber of the Executive Engineer, Mograhat Drainage Division, Baruipur, South 24 Parganas, in presence of the participating Tenderers or their duly Authorized Representative who may be present at the time of Opening and who may also put their signature in the Tender Opening Register.
15. The successful Tenderer will have to execute the formal agreement in duplicate which will have to be obtained from the office of the Executive Engineer, Mograhat Drainage Division, Baruipur, South 24 Parganas, failing which the Earnest Money shall forthwith stand forfeited in the favour of the Government and the communication of acceptance of the tender/ Formal work order shall automatically stand cancelled.
16. The successful Tenderer will have to abide by the provisions for the West Bengal Contract Labour (Regulation and Abolition) Rules, 1972 and such other Acts as may be applicable, as will be in force from time to time.

17. In the following cases a Tender may be declared informal and unacceptable.
 - a) Correction, alterations, additions etc. if not attested by the Tenderer.
 - b) Earnest Money in the form of D.C.R. / Demand Draft etc which are short deposited and / or not deposited in the favour of the Executive Engineer, Mograhat Drainage Division, Baruipur, South 24 Parganas.
 - c) If the Tender form is not properly filled in respect of the general Description of the work, Estimated Cost, Rate of deduction of Security Deposit etc. in page -3 and other pages as are required to be filled in.
 - d) If the specified pages of the Tender Document are not signed by the Tenderer.
 - e) If the Tender is not submitted in a Cover properly sealed and name of the work is not indicated on the cover with N.I.T No.
18. For the refund of the Earnest Money of the unsuccessful Tenderer(s), he / they is / are to apply for the same to the Executive Engineer, Mograhat Drainage Division, Baruipur, South 24 Parganas, giving the reference to the work, N.I.T. No., Date of Tender, amount and mode of Earnest Money deposited – all in complete form. The Earnest Money of All Tenderer other than the 1stTenderers in each casemay be refunded after acceptance of rate in the comparative statement, as early as possible.
19. To verify the Competence Capacity and Financial Stability of the intending Tenderer(s) the Issuing Authority may demand production of any necessary Document(s) as it may deem necessary.
20. The payment of R/A as well as Final Bill for any work will be made according to the availability of specific Fund and no claim whatsoever for delayed payment will be entertained.
21. 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.

Additional Terms & Conditions

1. Executive Engineer of the concerned Division is the Engineer-in-Charge in respect of the contract and all correspondences concerning rates, claims, change in specifications and/or design and similar important matters will be valid only if accepted/recommended by the Engineer-in-Charge. If any correspondence of above tender is made with officers other than the Engineer-in-charge for speedy execution of work, the same will not be valid unless copies are sent to the Engineer-in-Charge and approved by him. Instructions given by the Executive Engineer/Assistant Engineer and the Section Officer/Junior Engineer 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 any dispute, the decision of Engineer-in-Charge shall be final and binding.
2. Acceptance of the tender including the right to distribute the total work between two or amongst more than two contractors/bidders will rest with the Engineer-in-Charge without assigning reason to the contractors/bidders thereof. The Executive Engineer as the accepting authority reserves the right to reject any or all tenders without assigning any reason thereof.
1. The contractors/bidders shall have to comply with the provisions of (a) Contract labour (Regulation & Abolition) Rules, 1970 and its revision (b) Minimum Wages Act 1948 and its amendments, or the modifications thereof or any other laws relating thereto enforced by the appropriate Government from time to time.
2. Engineer -in-Charge shall not entertain any claim whatsoever from the contractors/bidders regarding payment of compensation on account of idle labour on such grounds including non-possession of land in the working zone.

3. Engineer-in-Charge shall not be held liable by the contractor/bidder for any compensation claim due to machines becoming idle, for any circumstances including untimely rains, other natural calamities, strikes etc.
4. Any duty / tax / royalty etc. whatsoever is imposed by the appropriate Government after issuance of work order / commencement and completion of the work, is to be borne by the contractor/bidder. Original challan of materials, which are procured by the contractor/bidder, may be asked to be submitted for verification by the Engineer-in-Charge.
5. Cess @ 1% of the cost of construction work or otherwise as per relevant order of appropriate Government shall be deducted from the gross value of all works bill. Also, it is instructed to register his/her establishment under the relevant Act with the competent registering authority, i.e. Assistant Labour Commissioner / Dy. Labour Commissioner of the region.
6. No mobilization / secured advance will be allowed unless specified otherwise in the contract.
7. GST, Cess, Royalty of sand, stone chips, stone metal/ gravels, boulders, forest products, Toll Tax, Income Tax, Ferry Charges and other Local Taxes if any, are to be paid by the contractor/ bidder. No extra payment will be made as re-imbusement or compensation for the above. The rates of supply of finished work items are inclusive of these taxes and charges.
8. All working tools & plants, scaffolding, construction of vats & platforms arrangement of Labour camps shall have to be arranged by the contractor at his/her own cost.
9. The contractor shall arrange for supply of mazdoors, bamboo, ropes, pegs, flags etc. for taking/ layout for the work and for giving and checking measurements by the Engineer-in-Charge or any other Department officer assigned by him / her for which no extra payment claim will be entertained.
10. The contractor should thoroughly scrutinize the site of work and relevant tender documents, drawings etc. before submitting the off line tender and satisfy himself/herself regarding the conditions and nature of works and ascertain the difficulties that might be encountered during execution of the work, carrying of materials to the site of work, availability of drinking water and other human requirements including safety and security etc. Works on river banks may be interrupted due to various unforeseen reasons e.g. sudden rise in water level, inundation of site caused by flood, inaccessibility of working site for carriage and transportation of materials. Engineer-in Charge may instruct the contractor to suspend work that may be subjected to damage due to extremely adverse weather/climatic conditions and no claim will be entertained on this account. There may be variations in alignment, height of embankment or depth of cutting, location of revetment, structures etc. due to change of topography, river conditions and local requirements etc. from the approved work estimate during actual execution of the scheme. For all such modifications or alterations, the tendered rate and contract will remain valid. The contractor will not be entitled to any additional financial claims or extra rates on any of these accounts.
11. A machine page numbered Site Order book (with triplicate copy of every page) will have to be maintained at site by the contractor and the same has to be issued by the Engineer-in-Charge before commencement of work at site. Instructions issued by the inspecting engineer officers not below the rank of Assistant Engineer will be recorded in this site order book and the contractor must note down and comply the same at the earliest.
12. The work will have to be completed within the time period as mentioned in the NIT. A suitable work programme based on time period allowed for completion of work as per tender is required to be submitted by the contractor within 7(seven) days from the date of receipt of work order which should satisfy the time limit assigned for completion. Contractor should inform in writing the name of his authorized representative/s who are to remain present at site daily during work execution to receive instructions relating to the work, sign measurement book & bills and other Govt. papers etc on the basis of Power of Attorney conferred within 7 (seven) days from the date of receipt of work order, if not done earlier.

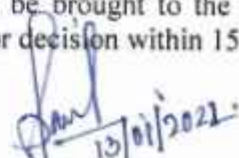
13. No compensation is payable for idle labour, contractor's establishment charges or on accounting of reasons such as variations in price indices/escalation cost etc.
14. All sort of precautions should be taken for the safety of the work force deployed by the contractor and also others at worksite as per safety rules as is enforced by appropriate authority. The contractor will remain liable towards payment of compensation in accordance with the Workman's' Compensation Act etc for the labourers engaged and should deal to settle such cases promptly. Proper road signs as per P.W.D. practice will have to be erected by the contractor at his own cost while operating on or near public thoroughfares.
15. The contractor will have to maintain technically qualified employees and/or apprentices at site as per prevailing Apprentice Act or as stipulated in the contract.
16. The contractor will have to accept the work programme as per modification and priority of work as fixed by the Engineer-in-Charge so that most vulnerable reach and/or critical items are completed before the due date for arrival of monsoon or rise of water level or for any other suitable reason/s.
17. Quantity of various items of work mentioned in the tender schedule or in work order is only tentative. During actual execution, these tendered items may vary, even substantially. Payment will be made on the basis of quantum of work actually done in different items and as per specification and no claim will be entertained for reduction of quantities in some items or due to omission of some tendered items. For execution of quantitative excess in any item beyond 10% or supplementary works, approval of the Superintending Engineer / Chief Engineer Government in the Irrigation & Waterways Department would be required depending on who ever is the Tender Accepting Authority and financial involvement thereof, before making any excess and /or supplementary item work payment but in all cases the final value of the works will not exceed tendered amount of the works as per I&WD Notification circulated vide memo.no.-378(7)-IB/IW/O/IA/11C(T)-01/2004(pt) dt. 06/02/2017
18. Any construction materials brought to work site by the contractor must be approved by the Engineer-in-Charge. Materials rejected must be removed by the contractor from work site at his own cost within 24 hrs of issue of the order to that effect. The rates in the schedule are inclusive of cost and carriage of all materials to worksite. The materials will have to be supplied in phases with due intimation to the Executive Engineer/Assistant Engineer concerned, in conformity with the progress of the work. For special type of materials, i.e. Geo-Synthetic Bags, HDPE Bags, Geo- Textile Filters, Geo-jute Filters etc. if any, relevant data sheets containing the name of the manufacturers, test report etc. are also to be submitted on each occasion. Engineer-in-Charge may conduct independent tests of all construction materials on the samples drawn randomly before accordance of approval for using these materials for the work. In this regard decision of Engineer-in-Charge is final and binding.
19. For materials under category 20 (a), (b) & (c), the contractor will act as the custodian thereof. The construction materials will have to be carried from the departmental godown to the worksite by the contractor at his own cost. The contractor shall remain responsible for proper storage & safety of the materials. Suitable godowns / Stores shall have to be made by the contractor at his/her own cost. Penalty charges shall be levied at higher rates for loss, wastage, misuse. Surplus departmentally issued materials if any, shall have to be returned in the godown or store maintained by the Engineer-in-charge at the contractor's cost within the time frame as fixed by Engineer-in-Charge. Otherwise, the cost at penal rates will be recovered from the bill. Indent for departmental materials shall be submitted by the contractor to the S.D.O/AE at least 7 days in advance of actual requirement. No claim will be entertained for non-issuance of such materials on-time, but reasonable extension of time will be granted. All materials, whatever be its category thereof, shall be properly stored by the contractor in suitably maintained godowns near the site of work at his own cost & under no circumstances whatsoever shall any material be removed from the site of work without prior written permission of the Engineer-in-Charge. The contractor shall be responsible for any damage or loss of such materials.
20. The contractor shall also have to satisfy the Engineer-in-Charge regarding proper utilization of materials which have been issued departmentally.

21. 'Additional Performance Security' has been made mandatory which shall be obtained only from the successful L1 bidder, if the accepted bid price is below by more than 20% of the amount put to tender. This Additional Performance Security shall be equal to 10% of the **tendered amount** i.e. 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/Lol) within 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. If the bidder fails to submit the said value of BG as Additional Performance Security within the seven working days, he may pray for extension of BG submission date within the prescribed 7 days period by another seven days with reasons to be recorded in writing (which is 14 working days from date of issuance of LoA). Else, its/their Earnest Money Deposit (EMD) will be forfeited without any prejudice by the Tender inviting authority and the defaulting bidder also debarred from further participation in all future I&WD tenders for a period of one year for committing the offence on the first occasion and for a period of two years for recurrence of the same offence.

The said Bank Guarantee (BG) shall have to be valid 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 suitable 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.

22. All queries and disputes arising out of the works tender contract is to be brought to the notice of Chairman of the Departmental Dispute Redressed Committee in writing for decision within 15 days.

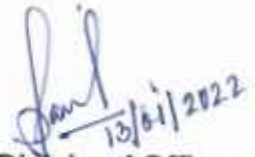

Sub-Divisional Officer
Mograhat Drainage Outfall Sub Division
Baruipur South 24 Parganas

Memo No: 30/1(5)

Dated : 13 / 01 / 2022

Copy forwarded for information and wide circulation to:-

1. The Executive Engineer, Mograhat Drainage Division.
2. The Nodal Officer, e-Governance cell & Executive Engineer, DVC Study Cell, 7 th Floor Jalsampad Bhavan.
3. The Sub - Divisional Officer, Baruipur Drainage Sub Division.
4. The Sub - Divisional Officer, Mograhat Irrigation Sub Division.
5. Notice Board of this Sub - Division Office.


Sub-Divisional Officer
Mograhat Drainage Outfall Sub Division
Baruipur South 24 Parganas


NOTICE INVITING TENDER No. 06 of 2021-22 of SDO / MDOSD
Circulated Vide T. O. No : 30; dated : 13.01.2022

Time Schedule of Tender procedure: -

i)	Last Date & Time for application for Tender Form	21.01.2022	Upto 15.00 Hours
ii)	Last Date & Time for issue of Tender paper.	24.01.2022	Upto 15.00 Hours
iii)	Last date & Time of receiving filled up Tender documents	27.01.2022	Upto 14.00 Hours
iv)	Date & Time of opening of Tender in the office of the undersigned	27.01.2022	After 14.30 Hours

LIST OF WORKS -

Sl. No	Name of the Work	Amount put to tender (Rs.)	Earnest Money (Rs.)	Eligibility of contractor for issue of tender form	Time of Completion
1.	Emergent repair to single lane black top road connecting Dhosa to Kultali sluice from Ch. 0.00 Km. to Ch. 3.00 Km. in Block & P.S. - Kultali. Dist.-South 24 Parganas under Mograhat Drainage Division."	3,87,810.00	7,756.00	Bonafideoutsiders preferably having 50% minimum credential in a single work of similar nature within last 5 (five) years.	10 Days
2.	Maintenance & Repair of Badukula Wooden Bridge over peali river and Nayapara wooden Bridge over inner channel no 2 at Mouza Tilpi in Block & P.S.- Joynagar. Dist-South 24 Parganas under Mograhat Drainage Division	4,07,711.00	8,154.00	Bonafideoutsiders preferably having 50% minimum credential in a single work of similar nature within last 5 (five) years.	15 Days


 13/01/2022
Sub-Divisional Officer
Mograhat Drainage Outfall Sub Division
Baruipur South 24 Parganas