



Government of West Bengal
Irrigation & Waterways Directorate
Office of the Superintending Engineer
North-East Irrigation Circle-II
Club Road, Jalpaiguri.

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NOTICE INVITING TENDER

Short Notice Inviting Tender No:- WBIW/SE/NEIC-II/SNIT-06(m)/22-23

Separate tenders are being invited by the *Superintending Engineer, North-East Irrigation Circle-II*, Irrigation & Waterways Directorate on behalf of the Governor of West Bengal [Vide Notification No: 19(W)/2016-17, Dated. 19th July'2016 of **The Secretary to the Govt. of West Bengal, Irrigation & Waterways Department**], for the works mentioned in the list given 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 Superintending Engineer addressed to the Superintending Engineer, North-East Irrigation Circle-II, Club Road, Jalpaiguri.

Last date & time for application of tender is on 08.09.2022 till 15:00 hours.

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

Bona fide contractors/bidders, Registered Co-operative Societies, Consortiums 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.

Note: In case of consortiums, maximum number of constituents shall be restricted to 5 (five) and each of the constituent must have at least some work credential. Individual constituents of a consortium cannot form another consortium.

Participation in more than one serial of work in a tender

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 e-NIT, subject to fulfillment of all of the following conditions:

a. There should be full compatibility (matching between the technical PQ credential submitted by the bidder in the form of Credential Certificate (CC) along with other relevant documents as stated relating to any work successfully completed by the bidder and technical PQ criteria specified in the NIT for any particular serial of works for which the bidder intends to bid. In other words, technical PQ credential certificate along with relevant documents submitted for any work should at the minimum, satisfy the technical PQ 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. 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 PQ 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, 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.

- 1) Tender documents to be submitted in the tender box in the office of the Superintending Engineer, North-East Irrigation Circle-II, Club Road, Jalpaiguri as per scheduled time and & date of original NIT.
- 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 Superintending Engineer, North-East Irrigation Circle-II, Club Road, Jalpaiguri
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. And 4.00 P.M. on every working day, till the date of issue of tender papers in the office of the Superintending Engineer, North-East Irrigation Circle-II, Club Road, Jalpaiguri. 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. Documents to be submitted along with the application of tender paper

Sl. No.	Folder name	Details	Remarks if any
A	Certificates	1. Professional Tax Challan 2. PAN Card 3. Valid Document of GSTIN (Goods and Services Identification Number) 4. Latest I.T Return Receipt	
B	Company Details	1. Proprietorship Firms (Trade Licence) 2. Partnership Firms (Partnership Deed, Trade- Licence, Form-VIII or Memorandum of Registration) 3. Limited Companies (Incorporation Certificate, Trade- Licence, Memorandum of Articles) 4. Registered Co-operative Societies (Society Registration Certificate, Trade Licence and By-laws, Documents showing latest office- bearers) 5. Consortiums (Form-VIII) or Memorandum and Undertaking.	
C	Credential	1. BOQ duly authenticated by issuing authority and work order. 2. 100% completion certificate for completed work, or 3. Gross bill of 100% completed work including excess and supplementary items not covered in original BOQ.	
D	Financial Info	Payment certificate of 100% completed work issued by competent authority or any other related financial information	

- 4) a) Intending Tenderers should apply for Tender Papers addressing to the **Superintending Engineer, North-East Irrigation Circle-II**, Club Road, Jalpaiguri in their respective Letter Heads enclosing **self-attested copies** of the following documents, originals of which and other documents like Registrater Partnership (for Partnership farms) etc. are to be produced on demand, as well as during interview (if any).
 - i. PAN., GSTIN Registration & P. Tax valid at least up to the date of opening of the Tenders. Application for such clearance addressed to the competent authority, subject to production of authenticated receipt, may also be considered.
 - ii. Completion Certificates/Payment Certificate (s) for the single similar nature of single work worth at least 30% of the value of the Work for which Tender Paper is desired, executed within last 5 (five) years (to be determined from the actual year of completion, considering last financial year as Year-1).
 - iii. Declaration by the Applicant to the effect that there is no other applications for Tender Paper for work in this N.I.T. in which he / she / they has / have common interest. Failure to produce any of the above Documents may be considered good and sufficient reason for non-issuance of Tender Paper.
 - iv. Eligibility certificates issued by the ARCS for Engineer's Co-operative and Labour Co-operatives.
 - v. Partnership Deed (for Partnership Firms) and registration from the Register of Firms. Deed of Consortium/Partnership firm, and documents for their registration in the form of certified copy of 'Form No. VIII,' issued under the Indian Partnership Act, 1932 (Act-IX of 1932) by the Registrar of Firms, West Bengal having their registered office at P-15 India- Exchange Place, Todi-Mansion, 10th Floor, Kolkata 700001.

- vi. In case a contractor/bidder is yet to receive Form No. VIII, a “Memorandum” issued from the above office may also be accepted. However, consortiums submitting the Memorandum are also required to submit an undertaking in plain paper along with their application in Forms 1 & 2 and upload its scanned copies in pdf pledging that “Copy of Form No. VIII would be submitted to the Tender Inviting Authority before receiving final payment, in case found to be the lowest bidder L1 and the work is awarded in its favour. Any change in the constituent of the Consortium/Partnership Firm should also be intimated to the office of the Registrar of Firms, Kolkata prior to submission of application in the e-tender and a certified copy of the revised Form No. VIII showing changes in its constituents are required to be submitted. If the Consortium is yet to receive a certified copy of the revised Form No. VIII, it would be required to submit the aforesaid undertaking on-line along with the application.
- i. b)(i) Completion Certificates (CC) for 100% completed works during the current year and within last five financial years will only be accepted as valid credential.
- ii. 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.
- iii. 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/ Organizations; authorized 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 Organization and has been declared 100% complete in all respect by the competent authority in the concerned Organization.

Eligibility criteria for participating in more than one tender in a NIT Normally separate Completion Certificate (CC) of 100 % completed works is to be provided for participation in separate works in a particular NIT. However CC for one particular work may be considered as eligible for participation in maximum 2 nos of SI, provided required credential for two such works (to be arithmetically added for identical major works) satisfies the requirements in all respect for one such completion certificate.

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

- (iv) Any suppression or misrepresentation of Fact will automatically debar the applicant from participating in any Tender under the Division for at least 3 (three) years from date of Detection in addition to such other penal action as the Government may deem proper.
- c) 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.

- a) In case of any off-line tenders, 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.
 - b) No Tender Paper will be supplied by Post.
 - c) No Tender Paper will be issued after expiry of date & time mentioned in the notice.
- 5) Before submitting any Tender, the Intending Tenderers should make themselves acquainted thoroughly with the local conditions prevailing, by actual inspection of the site and take into consideration all factors and difficulties likely to be involved in the execution of work in all respects including transportation of materials, communication facilities, climate conditions, nature of soil, availability of local Labours and Rates prevailing in the locality etc. as no claim whatsoever will be entertained on these accounts afterwards. In this connection tenderers may contact the office of the undersigned between **11.00 A.M. and 4.00 P.M.** on any working day.
- 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, Jalpaiguri Irrigation Division, payable at Jalpaiguri.**

Payment in any other forms viz. NSC, KVP, cheques etc will not be accepted.
- 7) Earnest money as noted in the list of works will have to be deposited by the contractors.
 - a. 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.
 - 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.
- 8) 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.
- 9) 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.
- 10) Any letter or other instrument submitted separately in modification of the sealed Tender will not be entertained.
- 11) The Tenderer should submit a statement (if desired) 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.
- 12) Conditional Tender, which does not full fill any of the above conditions, and is incomplete in any respect, is liable to summarily rejection.
- 13) VAT, 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).

It may further be noted that if VAT Registration Certificate along with last return is produce before receiving payment 3% deduction as per present Government Order or as may be notified by the Finance Department from time to time will be made otherwise such deduction shall be 5% as per present norms, or as may be prescribed by the Finance Department.
- 14) Lowest valid rate should normally be accepted. The **Superintending Engineer, North-East Irrigation Circle-II, Club Road, Jalpaiguri**, 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.
- 15) 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.
- 16) The Tenders will be opened, as specified in the List of works in the Chamber of the **Superintending Engineer, North-East Irrigation Circle-II, Club Road, Jalpaiguri** 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.

- 17) 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, Jalpaiguri Irrigation Division**, Club Road, Jalpaiguri, 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.
- 18) If any Tenderer withdraws his Tender before its acceptance or refuses / fails to convert it into a Contract within a reasonable time, without giving any satisfactory explanation for such withdrawal / refusal / failure, he shall be disqualified for submitting any Tender in this Division / Circle for a minimum period of one year and his case will be referred to the Government for order as to what further action will be taken against him.
- 19) 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.
- 20) 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, Jalpaiguri Irrigation Division**.
 - c) If the Tender Form is not properly filled in respect of the general Description of the work, Estimated Cost, Rate of deduction of Security Deposit etc. in page -2 and other pages as are required to be filled in.
 - d) If the specified pages of the Tender Document are not signed by the Tenderer.
 - e) If the Tender is not submitted in a Cover properly sealed and name of the work is not indicated on the cover with N.I.T No.
- 21) 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, Jalpaiguri Irrigation Division, Jalpaiguri, giving the reference to the work, N.I.T. No., Date of Tender, amount and mode of Earnest Money deposited – all in a complete form. The Earnest Money of All Tenderer other than the 1st Tenderers in each case, maybe refunded after acceptance of rate in the comparative statement, as early as possible.
- 22) 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.
- 23) 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.
- 24) As per Memo No.1627(8)-IA dt.26.11.2001 of Secretary of I & W. Dept., Government of West Bengal, Clause-25 of Tender Form No.2911 deleted in respect of contract value less than Rs.200.00 lakh (Rupees Two hundred lakh only).
- 25) Normally Tender Paper for not more than one work in any one NIT will be issued to an applicant who may indicate the Sl. Nos. of the work in 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.

26. Time Schedule of Tender procedure:-

i)	Last Date & Time for application for issue of Tender Form	08.09.2022	Up to 15:00.hrs.
ii)	Last Date & Time for issue of Tender paper.	09.09.2022	Up to 11:00.hrs.
iii)	Last Date & Time of dropping of Tender paper at the dropping centers.	09.09.2022	Up to 14:30 .hrs.
iv)	Date & Time of opening of Tender in the office of the undersigned	09.09.2022	After 15:00 .hrs.

Sd/-

(S.K Sarkar)
Superintending Engineer,
North-East Irrigation Circle-II,
Club Road, Jalpaiguri

LIST OF WORK:

Sl.	Name of works	Amount put to Tender (Rs)	Earnest money (2% of the estimated cost put to tender)	Cost of Tender Documents	Source of Funding	Time allowed for completion of the work.
1	2	3	4	5	6	7
1	Emergent palliative restoration work to mitigate the flood and bank erosion on the Left bank of River Jaldhaka at Magurmari P.S and Block Dhupguri Dist:- Jalpaiguri.	15,48,743.00	Rs.30,975.00	Rs.0.00	SDS Maintenance / SDRF	7 Days

Note:

- 1) No Postal documents i.e. NSC, KVP etc. will be entertained as earnest money.
- 2) Payment will be made only after proper utilization of materials at working site and according to availability of specific fund.
- 3) If the quoted rates are not found reasonable for the works of this NIT a bid may be held amongst the participating tenderers on the date of opening tender just after opening or other day as deemed fit. The participants should present positively on that day to participate in the bid if so arises.
- 4) *The Bidders are requested to consider the Latest GST rates while bidding. No subsequent claim in regard of enhanced GST shall be entertained by the department.*

Sd/-
(S.K Sarkar)
Superintending Engineer,
North-East Irrigation Circle-II,
Club Road, Jalpaiguri

A. GENERAL TERMS AND CONDITIONS :

1. A work Instruction Book will have to be maintained by the contractor at his own cost for work valued more than Rs.1 lakh. This should be in the form of bound book with pages machine numbered. This book will have to be first validated by the Engineer-in-charge with his signature and Rubber stamp on the first page. The book must be available at site at all times and failure to do this may mean delay in payment of bill. This book will have to be submitted to the Engineer-in-charge just after the completion of the work and failure to do this may mean delay in passing the final bill. Instructions given by the Inspecting Officers will be recorded in this book and the contractor must note down the action taken by him in this connection as quickly as possible.
2. The Executive Engineer of the Division concerned will be the Engineer-in-charge in respect of the contract and all correspondences concerning rates, claims, change in specification and or design and similar important matters will be valid only if made by the Engineer-in-charge. If any correspondence of above nature be 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, at the earliest. Day to day instructions on works and difficulties should be noted in the work Instruction Book. It is to be seen that it is noted by the persons concerned. The notes and acknowledgement of the Sub-Divisional Officers and the Sub-Assistant Engineers in the book shall be valid who have been authorized to carry on behalf of the Engineer-in-charge regarding general supervision, issue day to day instructions and approve of materials and workmanship.
3. The tender will be on the basis of the schedule of rates attached to the tender paper and the contractors are to quote percentage higher or lower which is to apply to all the rates in the schedule. In analyzing the rates for supplementary items, if any, found necessary which are not covered by the departmental schedule of items and rates, the principle as laid down in clause 12 of the tender form in W.B.F. No. 2911, (in which the contract will be executed) shall be followed.
4. The Contractor will have to arrange for camps and huts at his own cost if required for labourers according to the standards acceptable to the Public Health Authorities. The Contractor will have to arrange for land for such camp at his own cost. The Department will however allow the Contractor to occupy temporary, free of charges, if any, Departmental land be available but the same will have to be returned in good condition at the end of the work. The contractor shall have to make arrangement for his requirement of water for work and labour, sanitation and medical aid at his own cost and no claim whatsoever will be entertained on this account.
5. Royalty for sand, bed materials, shingles and boulders where required will be paid by the contractor who shall make all arrangements for quarrying from the Collector or other appropriate authorities where necessary. Sales tax, Toll Tax, Income Tax, Ferry charges and other Local Taxes, if any, are to be paid by the contractor. No extra payment will be made for the same. The rate of supply is inclusive of such royalty & taxes. Royalty for carried excavated materials for making embankment is to be paid to the collector or to other authorities of State Government.

6. Dewatering, if necessary for the proper execution of the work, before or during execution, will have to be done by the Contractor at his own cost. It will not be paid unless specifically ordered by the Engineer-in-charge in writing as a new item of work.
7. In case of failure on the part of the Contractor to rectify any defect when asked to do so, within specified time, this may be done by the Engineer-in-charge at the cost of the contractor without further notice which will be deducted from his bill.
8. The work will have to be started within 7 days from the date of commencement as per work order and to be completed within the time mentioned in the tender notice. A suitable programme is to be submitted by the contractor before starting work which should satisfy the above time limit. The contractor should inform in writing the name of his authorized representative at site within 7 days of the receipt of work order.
9. The distance of carriage for Item Nos. 4, 6 and 22 shall be measured on the basis of shortest practical truckable route during actual working period as decided by the Engineer-in-charge. If the soil conditions permit, the contractor for transport of such materials will have to construct truck able fair weather road, repair existing village roads on shortest route as may be decided by the Engineer-in-charge on settlement with owners of land, if necessary, for which no extra payment will be made. If he does not do so as stated above and uses alternative longer route, the distance of transport will be calculated on the basis of the shortest negotiable route as decided by the Engineer-in-charge.
10. The contractor will have to construct new road including causeway or improve or repair the existing roads, including construction or remodeling old bridges, causeway etc., if necessary, at his own cost for transport of all materials to the site of work, for which no extra payment will be made. Land for construction of new approach road or for widening existing road will have to be arranged by the contractor. The contractor must repair all roads owned by the Govt. or others such as Tea Estate, Zilla Parishad, Panchayat etc. to original condition within 15 days of completion of works or within other specified date whichever is earlier; Otherwise, this will be done by other agency at contractor's cost without any further notice unless otherwise specifically mentioned in the Tendered schedule.
11. The contractor will have to make arrangement for diversion of existing minor flowing channels during the entire construction period that may be encounter with for the execution of work at his own cost, for which no extra payment will be made. The clause will, however, not be applicable when active channel of mighty river has to be encounter necessitating a costly diversion work. The decision of the Engineer-in-charge about applicability of this clause shall be final and binding on the Contractor.
12. The Contractor is requested to see the site of works and drawing before submitting tender and satisfy himself regarding the condition and nature of works and ascertain difficulties that might be encountered in executing work, availability of construction materials, carrying materials to the site of work, availability of drinking water and other human requirement and security etc. No claim will be entertained on this account. There may be variation in alignment, height of embankment, location of spurs, revetment, structures etc. due to change of topography, river condition etc. between the preparation and execution of the scheme, for which the tendered rate conditions of contract will not be invalidated. The Contractor will not be entitled to any extra rate or claim.
13. All working tools and plant, scaffolding, construction of vats and platform will have to be arranged by the Contractor at his own cost.
14. The Contractor shall supply Mazdoors, bamboos, ropes, pegs, flags, pillars etc. for laying out the work and for taking measurement and checking measurement, for which no extra payment will be made.
15. The Contractor will have to abide by the Forest rules promulgated by the Forest Department from time to time during execution or movement within Forest areas. He will also be responsible for any breach of rule made by his Labourers and employees.
16. The Contractor will have to apply as per clause 5 of B.F. 2911 as the case may be, for extension of time, if the work is non-commenced or stopped or delayed due to non-receipt of Departmental materials, land injunction or public interference etc. No compensation for idle labour establishment charges or other accounts will be entertained.
17. All possible precautions so as to ensure safety against probable accidents, i.e. maintenance of proper standard of scaffolding etc. should be taken. Contractor will remain responsible for his labour in respect of his liabilities under the Workman Compensation Act. etc. He must deal with such case as promptly as possible. The Contractor should pay the minimum wages to his labours and artisans as per approved minimum wages in the locality of works during different season. Any complaint for less payment shall be investigated by the Engineer-in-charge and contractor shall be bound to pay the balance, if decided by the Engineer-in-charge whose decision is final and binding. In default, that will be recovered from bill.
18. All materials required for completion of work excepting Wire-netting, Bitumen, Cement & other items, specifically mentioned in the Schedule of materials, will have to be supplied by the Contractor, even if not specified in the description of individual item. The Contractor shall use departmental materials as economically as possible. Penalty charges shall be levied at

higher rate for wastage or misuse as shown in the schedule of materials. Cut pieces of Wire netting, empty Bitumen drums and empty gunny bags in serviceable condition will have to be returned back by the Contractor at his own cost to the Go down or store yard from where those were issued, unless otherwise specified by Engineer-in-charge. Surplus materials of the Department, if any, shall have to be returned to the issuing Go down or store yard within reasonable time; otherwise, the cost at penalty rate may be recovered from the bill. Indent for Departmental materials shall be submitted by the contractor to the Sub-Divisional Officer or to the Sub-Assistant Engineer-in-charge of work if authorized by the Sub-Divisional Officer, at least 7 days in advance of actual requirement. No claim will be entertained for non-issue of such materials in time, but reasonable extension of time will be granted as per clause 5 of B.F. 2911. All materials supplied by the Department will have to be carried from the Departmental Go down or Stack-Yard to work site by the Contractor at his own cost and initiative, for which no extra payment will be made due to idle labour, establishment charges etc. The Contractor shall remain responsible for proper storage and safe custody of all departmental materials. The Contractor will have to make, at his own cost, suitable water and damp proof shed at site for storing cement and in no circumstances whatsoever shall any materials be removed from the site of work without the written permission of the Engineer-in-charge.

19. The Contractor will have to accept the construction programme fixed by the Engineer-in-charge so that the most vulnerable reach and / or vulnerable items be completed well ahead of any possible unprecedented flood or rise of river level before the arrival of monsoon in normal years.

20. The quantities of different items of work mentioned in the tender schedule are only indicative as obtained from data available at the time of preparation of scheme. In actual work, these may vary considerably. Payment will be made on the basis of works actually done in different items and no claim will lie on the Government for increase or reduction of quantities in some items or inclusion or omission of some items.

21. The working hours of days of working should be fixed before hand and recorded in the Work Instruction Book by the Contractor and got attested by the Engineer-in-charge or his representative. There would be no bar to work at night and all the days in a week in excavation, but the working of other items should be restricted to day time only with one day's rest in a week unless permitted in writing by the Engineer-in-charge or his representative. Lighting, if necessary, will have to be arranged by the Contractor at his own cost.

22. Transport of construction materials may have to be made in different categories of road such as metalled, non metalled, fields etc. and through different ways by truck, head load, boat, cart, etc. Different rates are to be allowed for different groups as detailed in the schedule or tender. Payment for loading, unloading and stacking shall be paid only once though more than one operation may be final regarding the category of road traversed, distance of it and the method of calculation of rate in a combined trip.

23. The Contractor is bound to maintain qualified technical employees and / or Apprentice as per prevailing Apprentice Act or other departmental rules and orders.

24. In case of failure on the part of the contractor to rectify any defect when asked to do so within specified time, this may be done by the Engineer-in-charge at the cost of the contractor without further notice which will be deducted from his bill.

25. The "Additional Performance Security" shall be obtained from the successful L1 bidder, if the accepted bid value is below 20% of the estimated amount put to tender. This "Additional Performance Security" shall be equal to 10% of the tendered amount i.e. the L1 bid price. The Additional Performance Security shall have to be submitted by the selected bidder after issuance of Letter of Acceptance/ Letter of Invitation (LOA/LOL) and before award of contract(AOC) in the form of "Bank Guarantee" of any scheduled bank, payable at Kolkata or/in West Bengal, as per enclosed format (Annexure). If the bidder fail to submit the Additional Performance Security within seven working days from the date of issuance of LOA/LOL, its earnest money deposit (EMD) will be summarily forfeited. The said bank guarantee (BG) shall have to be valid up till the end of the contract-agreement period including extended time period till 100% physical completion of work in all respects and shall be renewed accordingly if required. The said bank guarantee shall remain in custody of the DDO & Executive Engineer in-charge of the work, which shall be returned to the bidder/ contractor immediately after successful physical completion of the work as per contract. If the bidder fails to complete the work successfully, this Additional Performance Security shall be forfeited at any time during the pendency of the contract period after serving suitable notice to the contractor/bidder agency. Necessary 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. This order is issued with a concurrence of Finance (Audit) Department, Group-T vide their U.O. No. Group T/2017-18/0290 dated- 13.07.2017 and vide memorandum No- 09-W/2017-18 dated- 20th July, 2017 of Secretary to the Govt. of West Bengal, I & W. Department.

Sd/-
(S.K Sarkar)
Superintending Engineer,
North-East Irrigation Circle-II,
Club Road, Jalpaiguri

Memo no:- 612/1(20)

Dated – 06.09.2022

Copy submitted to the :-

01.	Chief Engineer, North East, Club Road, Jalpaiguri, for his kind information.
02.	Superintending Engineer, North East Irrigation Circle -I, Debibari, Coochbehar., for information.
03.	Executive Engineer, Jalpaiguri Irrigation Division, Club Road, Jalpaiguri for information and necessary action.
04.	District Magistrate, Jalpaiguri for information.
05-06	Sabhadhipati, Jalpaiguri/Coochbehar Zilla Parisad for information.
07.	Nodal officer of Tendering, Irrigation & Waterways Department Jalsampad Bhawan, 7th Floor, Salt Lake City, Kolkata-700091 with the request to upload this NIT in the Departmental website: wbiwd.gov.in (Sent to the e-mail : irrigationhelpdesk@gmail.com)
08/11	Executive Engineer, Alipurduar Irrigation Division/ Coochbehar Irrigation Division, Jalpaiguri Irrigation Division, Jalpaiguri, North Bengal Design Division, for information.
12/16	Sub-Divisional Officer, Jalpaiguri/Maynaguri/Malbazar/Banarhat Irrigation Sub-Division, Jalpaiguri (Inv) Sub-Division, for information.
17.	Chairman, Jalpaiguri Municipality, for information.
18.	Divisional Accounts Officer, Grade- II of this office, for information.
19.	Estimator attached to this office, for information and necessary action.
20.	Notice Board.

Sd/-
(S.K Sarkar)
Superintending Engineer,
North-East Irrigation Circle-II,
Club Road, Jalpaiguri

FORM 1

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

APPLICATION FOR TENDER

To,
The Superintending Engineer
North East Irrigation Circle-II, Club road, Jalpaiguri, I&W Directorate

Tender No:- WBIW/SE/NEIC-II/SNIT-06(m)/22-23

Serial No. of Works applied for :-

Amount put to Tender: Rs

Dear Sir,

Having examined the Technical PQ cover, OID cover, Corrigendum (*optional) & entire NIT documents, I/we hereby would like to state that I/we willfully accept all your conditions and offer to execute the work as per the tenders rules in NIT, terms & conditions, specifications, drawings, bill of quantities and corrigenda/addenda, SoR, and Agreement (WB Form No. 2911(i)/(ii) involving the Tender and Serial no of work stated above. I/We acknowledge that the making of our bid shall be regarded as an unconditional and absolute acceptance of the terms & conditions of the NIT. I/We also agree to remedy the defects during execution and up to end of security period of the above work in conformity with the conditions of contract, specifications, drawings, bill of quantities and addenda/corrigenda.

Dated this _____ day of _____ 2022

Full name of Bidder / Contractor: _____

Name in full of Signatory/s*: _____

In the capacity* of: _____

Duly authorized to sign bid

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

(In block Capital letters or typed)

Office address with seal:

Telephone no(s) (office): _____

Mobile No: _____

Fax No: _____

E mail ID: _____

*In case of Joint Venture & Consortium the Lead Member to submit this format.

(SIGNATURE OF BIDDER)

FORM – 2

Declaration against Common Interest

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

Ref:- NIT No. **WBIW/SE/NEIC-II/SNIT-06(m)/22-23**

Sl. No. of work (in the list of work in the NIT)

To,
The Superintending Engineer
North East Irrigation Circle-II, Club road, Jalpaiguri, I&W Directorate

I/We, Sri/Smt. _____, the authorized signatory on behalf of
..... do hereby affirm that I/We/any of the
member of..... bidding against NIT No. **WBIW/SE/NEIC-II/SNIT-
06(m)/22-23** Sl. No. **01(One)** do not have any common interest either as a partner in any other
partnership firm /consortium/Joint Venture or as Proprietor / Principal Share Holder of any other
Firm/Company in the same serial for the work I / we want to participate.

Dated this _____ day of _____ 2022

Full name of Bidder / Contractor: _____

Authorised Signatory: _____

In the capacity of: _____

Duly authorized to sign bid

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

(In block Capital letters or typed)

Office address with seal:

Telephone no(s) (office): _____

Mobile No: _____

Fax No: _____

E mail ID: _____

*In case of Joint Venture & Consortium the Lead Member to submit this format.

(SIGNATURE OF BIDDER)

FORM – 3

Power of Attorney for signing of Contract/Tender Agreement *

(May be submitted if the bidder is a Company, Autonomous Body, Undertaking, Corporation, and NGO, in plain paper or otherwise in any legally acceptable format which shall be treated as the self declaration of the bidder)

Know all men by these presents, I/We, (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr./Ms (Name).....son/daughter of and presently residing at....., who is presently employed with us/ the Lead Member of our Consortium/Joint Venture and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the

..... Project proposed or being developed by the Governor of the State of West Bengal represented by the Superintending Engineer, North East Irrigation Circle-II, Irrigation & Waterways Directorate, Government of West Bengal, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the 'Authority' in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Agreement with the Authority;

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPALS HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....For.....

(Signature Name date designation and address of the bidder/(s) & Contact No. & e-mail ID)

Witnesses: (Full Name with permanent addresses and contact nos.)

- 1.
- 2.

Signed & accepted

Notarized

Notes:

- 1 The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law in India and the charter documents of the executants and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- 2 Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- 3 For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostle certificate.

- **This is only a specimen format and the bidder may submit any other legally valid format by bidder organisation except Proprietorship Firms.**

FORM – 4

Declaration on antecedents and performance

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

Ref:- NIT No WBIW/SE/NEIC-II/SNIT-06(m)/22-23

List of Work Sl. No.....

To,
The Superintending Engineer
North East Irrigation Circle-II, Club road, Jalpaiguri, I&W Directorate

I/We, Sri/Smt. _____, the authorized signatory on behalf of
..... do hereby affirm that I/We/any of the
member of..... bidding against NIT No. WBIW/SE/NEIC-II/SNIT-06(m)/22-23 Sl. No. **01(One)** are not black listed suspended or debarred from participation in State Government procurements and tenders in the Irrigation & Waterways Directorate, Government of West Bengal, other Departments of the State Government and Government of India on the date of publication of this Notice Inviting Tender (NIT).

If at a later stage this submission (undertaking) is found incorrect, the bidder company along with all its constituent members/owners/partners would be liable to penal actions as decided by the Government under the law.

Dated this _____ day of _____ 2022

Full name of Bidder / Contractor: _____

Authorised Signatory: _____

In the capacity of: _____

Duly authorized to sign bid

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

(In block Capital letters or typed)

Office address with seal:

Telephone no(s) (office): _____

Mobile No: _____

Fax No: _____

E mail ID: _____

(SIGNATURE OF BIDDER)

FORM-6*
SPECIMEN FORMAT FOR THE BANK GUARANTEE FOR ADDITIONAL PERFORMANCE SECURITY DEPOSIT

(*To be submitted only if the bid price quoted by the bidder is below 20% of the estimated cost put to tender, non submission within 7 working days from date of issuance of LOA which may be maximum extended to 14 working days after issuance of LOA/LOI 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 notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present absolute and unequivocal.

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

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

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

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of the BANK by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

- i. The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee. The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch (within West Bengal only to be accepted) should be mentioned on the covering letter of issuing Branch.