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W.B.F.No-2914

GOVERNMENT OF WEST BENGAL
IRRIGATION & WATERWAYS DIRECTORATE
Office of the Sub-Divisional Officer
Kangsabati Canals Sub- Division No-XVII
BISHNUPUR::BANKURA

Memo No.: 482

Dated :27.12.2022

NOTICE INVITING TENDER
(For works of estimated cost uptoRs5.00 lakh)

NOTICE INVITING TENDER NO. -WBIW/SDO/KCSD-XVII/e-NIT-04e/2022-23

1. Invitation.

Separate sealed Tenders in printed forms are hereby invited by the Sub-Divisional Officer, Kangsabati Canals Sub-Division No-XVII, Bishnupur, Bankura on behalf of the Governor of West Bengal in West Bengal Form No.2911 (ii) for the works as per list attached herewith, from the eligible enlisted contractors of Irrigation & Waterways Directorate, Govt. of West Bengal of appropriate classes /bonafide, reliable resourceful Contractors having sufficient experiences in execution of similar type of works.

2. Details of Work: -AS PER LIST ATTACHED IN PAGES 8-9 OF THIS NIT.

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

- a) Notice Inviting Tender.
- b) W.B.F. No.2911 (ii) /2911(i)
- c) Price schedule, Additional Terms & Conditions, Special Terms & Conditions and General Specification of the work and other relevant documents.
- d) Plans and Drawings where necessary (these will not be required to be submitted with the tenders but this will form part of the tender documents at the time of executing the agreement after acceptance).

**ELIGIBILITY CRITERIA OF THE TENDERER PARTICIPATING IN THE TENDERS
INCLUDING SOME TERMS AND CONDITIONS**

4) Application for purchase of Tender forms: - a) Intending Tenderers have to be submitted application duly enclosed with the self-attested copies of the following documents addressed to the Sub-Divisional Officer, Kangsabati Canals Sub-Division No-XVII, Bishnupur, Bankura

Copies of documents;

a) Valid 15 digit Goods and Service Tax payer Identification Number (GSTIN) as applicable of the bidder organisation contained in GST Act, 2017 made compulsory by Finance Department,GoWB.,b)The bidders valid PAN Card are required, c)Professional Tax Payment Certificate (PTPC) or the PT payment challan/ receipt for current financial year/Waiver Order of competent authority in other States

Credentials

i) Completion Certificate of completed (100%) work(s) supported by Bill of Quantities (B.O.Q.s) as detailed in Form -3 executed during the current financial year and the last five years. Net notional amount thus calculated of at least one of the major items contained in the completion certificate should be at least **20%** of the corresponding amount of the same matching major item contained in the BOQ subject to 'Note' under 'Earthwork'. Where net excavation is a major item, the tenderer must have matching credential of that item for eligibility. (Ref. Memo. No.15(5)-IB/IW/O/IB-Misc-3B/2011(Part) dated 26th April 2012 of Deputy Secretary to the Govt. of West Bengal, Irrigation & Waterways Department)

ii) Audited Balance Sheet in Form -2 of last 3(three) financial years or of such period, if the company was set up less than three years ago, with auditor's certificate regarding annual turnover from contracting business in each year. Average turnover from contracting business should be at least **15%** of the amount of Tender of works in which the contractor intends to participate. (Ref. Memo. No.15(5)-IB/IW/O/IB-Misc-3B/2011(Part) dated 26th April 2012 of Deputy Secretary to the Govt. of West Bengal, Irrigation & Waterways Department)

ii) a) Intending Tenderer have to be produced a declaration regarding common interest in Form-4

iii) List of Tools & Plants, Machinery, and Equipment's etc. in possession.

iv) List of Technical & Non-Technical staff.

v) List of works in progress with their respective value.

vi) Eligibility certificate/N.O.C. issued by the A.R.C.S. (for Engineer's Co-operative only)

vii) A Statement showing number and value of works presently under execution by the Tenderer under the Irrigation & Waterways Department and other Govt. Department/Organizations.

viii) Declaration by the applicant to the effect that there is no other applications for Tender Paper for work in the N.I.T. in which he/she/they has/have common interests and in that case intending Tenderer has to disclose his/her name(s) and style of another firm/individuals (where he is also officiating) in the application for issuing Tender forms failing which the decision of the committee regarding the matter will be final and binding upon all.

ix) Declaration by the contractor to the effect that he/they has/have no near relative is posted in any offices under the circle which intends to submit tender. In case of near relative posted in any offices under the circle, he/they will not be permitted to Tender for works in the circle of the Superintending Engineer.

x) Completion Certificate of work executed in other Departments of State Government or organizations, like Public Works & Public Works (Roads) Department, Public Health Engineering Department, Sundarban Affairs Department and various other State Govt. Departments, ZillaParishads, West Bengal Housing Infrastructure Development Corporation Limited (WBHIDCO),

West Bengal State Electricity Distribution Company Limited (WBSEDCL), Kolkata Metropolitan Development Authority (KMDA), Kolkata Metropolitan Water Sanitation Authority (KMW&SA) , Kolkata Municipal Corporation (KMC), Hooghly River Bridge Commissioner (HRBC) Engineering Departments of Central Government and Organization, like Farakka Barrage Project (FBP) Authority, Railways, Kolkata Port Trust (KPT), and companies owned or managed by the State Government, i.e Mackintosh Burn Ltd., Westinghouse Saxby Farmer Limited & Britannia Engineering Ltd. May also be considered. Such Completion Certificates are to be issued by an officer not below the rank of Executive Engineer/Divisional Engineer/District Engineer/Project Manager of other state/Central Govt. Departments/Organizations. Such certificates are further to be countersigned by immediate superior authority of the issuing Authority for all cases other than direct/State/Central Govt. Department and Railways.

5) Scope of disqualification for issuing Tender Forms: -

Due to any one of the followings, the Tender Paper may not be issued to the applicant (Contractors)

- i) Delay submission of application (after expiry of the Schedule Time)
- ii) Insufficient and improper documents submitted with the applications.
- iii) Non-submission of completion, payment certificate properly.
- iv) Old completion certificate and payment certificate.
- v) Without signature of the applicant and serially numbered of the submitted documents.
- vi) Non-submission of copies of Partnership Deed and Firm Registration Certificate from the Registrar of Firms, West Bengal.
- vii) Valid N.O.C. issued by A.R.C.S. of the concern District (In case of un-employed Engineers Co-operative Societies Ltd.)
- viii) Bank Solvency Certificate valid during a year up to 30% of the value of the work
- ix) Submission of loose application with the documents excepting booklet or constrict stitching.

6) Fulfillment of Criteria and issue of Tender Paper::-All the above as stated under Para 5 and Para (6) (i) to (ix) are to be fulfilled properly, pending fulfillment of which Tender Forms may not be issued.

7) Order for issue of Tender forms: -The application of the intending tenderer along with the all documents so received by the office of the undersigned will be verified by the office of the undersigned and after the decision of the undersigned for issuance will be final & bindings.

8) Not satisfied with the decision of the committee for issuing Tender Paper: - Intending Tenderers not satisfied with the decision of the Tender paper issuing authority may prefer an appeal to the next superior officer. Concerned Superintending Engineer will be the Appellate authority for the disputed 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 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.

9) Purchase of Tender forms::-Tender documents etc. will however be available as per option of the intending tenderers and be issued from the Office of the Sub-Divisional Officer, Kangsabati Canals Sub-Division No-XVII, Bishnupur, Bankura. Where he/they have got permission on cash payment of requisite amount (non-refundable).The intending Tenderers are requested to present themselves personally or send their authorized representative to that office to receive the tender form within the time schedule.

10) Inspection to Site by the intending Tenderer before submitting Tender::-Before submitting any Tender, the intending Tenderers should make himself/themselves acquainted thoroughly with the local conditions prevailing, by actual inspection of the site and take in to considerations all factors and difficulties likely to be involved in the execution of work in all aspects including transportation of materials, communication facilities, climate conditions, nature of soil, availability of local laborers and market rate prevailing in the locality etc. as no claim whatsoever will be entertained on these accounts afterward. In this connection the intending Tenderers may contact the office of the undersigned up to last date of issue of Tender Forms between 11.30 hours and 16.30 hours on any working day.

11) Earnest Money & Security Deposit : - In terms of Notification No. 03-W dated 18th January 2011 of the Secretary to the Govt. of West Bengal, Irrigation & Waterways Directorate communicated by the Deputy Secretary to the Govt. of West Bengal, Irrigation & Waterways Directorate vide Memo. No. 89(6)-IB/IW/O/1B-Misc-12/2007 dated 18th January 2011; the following provisions have been made in different para's and that should be abided by the tenderer.

a) DEPOSIT OF EARNEST MONEY::- In para (5), an Earnest Money amounting to 2% of the estimated cost put to tender so long as the estimated cost put to Tender is up to Rs. 25.00 Crore and amounting to Rs. 50.00 lakh plus 1% of the excess of estimated cost over Rs. 25.00 Crore, in case where such estimated cost put to tender is beyond Rs. 25.00 Crore, will have to be deposited by all the Tenderers, where they are (a) enlisted contractors quoting for open tenders individually or as a combined unit, (b) outside bonafide agencies, and (c) Unemployed Engineer's Co-operative or Labour Co-operatives.

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

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

Irrigation & Waterways Directorate communicated by the Deputy Secretary to the Govt. of West Bengal, Irrigation & Waterways Directorate.

b) ADDITIONAL AMOUNT OF EARNEST MONEY:-In para (6), The Tenderer in open Tenders, whose Tender is approved for acceptance shall within 15(fifteen) days of the receipt of an intimation to the effect sent to him or prior to making agreement with the tender accepting authority, whichever is earlier, shall deposit an additional amount together with the 2% of the earnest money so as to make 5% of the tendered amount of the works, failing the deposit of this additional sum within the period specified above, the earnest money shall forthwith stand forfeited to Govt.

c) DEDUCTION OF SECURITY MONEY FROM THE PROGRESSIVE BILL:-In para (7), In respect of the successful tenderers who have deposited earnest money at 5% of the tendered value of the work as in paragraph 229 (iii) and at 5 per cent. of the estimated value of the work as in paragraph 229 (iv), the earnest money, on acceptance of the tenders, shall be converted as a part of the security money and an additional security shall be deducted from the progressive bills at 5 per cent. of each such bill so that the total deduction together with the 5 per cent. security already taken constitutes 10 per cent. of the total value of the work as actually done.

d) NO FURTHER DEDUCTION SECURITY MONEY FROM THE PROGRESSIVE BILL:- In para (8), successful tenderers, if so he/they desire may also be permitted to deposit further Security Deposit amounting to 5% of the tendered amount of the works, over and above 5% already deposited and there shall not be any further deduction from the progressive bills.

e) SECURITY DEPOSIT FOR EXCESS WORK:-In para (9),in case of excess works over the tendered amount, additional security is to be deposited for the amount of such excess beyond the tendered amount as per prescribed rate, before payment of final bill in case contractors opting for paying advance security and receiving payment against progressive bills without any deduction.

f) SHAPE OF EARNEST MONEY:- In para (11), Demand Draft, Banker's Cheque, and Treasury Challan, Deposit at Call Receipt (D.C.R.) and Fixed Deposit Receipts (F.D.R.) of Scheduled Banks guaranteed by the Reserve Bank of India may be accepted as earnest money and/ or security Deposit.

g) ADDITIONAL PERFORMANCE SECURITY:-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 in the form of Bank Guarantee of 10% of the amount put to tender if bid price is lower than 20% of the amount put to tender. If the bidder fails to submit the Additional Performance Security within seven working days from the date of issuance of LoA/LoL, its EMD will be summarily forfeited.

In terms of Memo No. 108-IB/IW/O/IB-Misc-38/201(Part) dated 16.11.2011 of Deputy Secretary to the Govt. of West Bengal, I&W.D, the original copies of the Demand Draft/Banker's Cheque/Deposit at Call Receipts (DCR), towards Earnest Money Deposit (EMD) in favour of Executive Engineer, Kangsabati Canals Division No-III, Bishnupur, Bankura, issued from any of the following Schedule Banks Payable at Bishnupur, Bankura, should be dropped with the tender. EMD issued from any bank other than the schedule banks will liable to rejection of the Tender.

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

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

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

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

1) ING Vysya Bank Ltd 2) Axis Bank Ltd 3) Indusind Bank Ltd 4) ICICI Bank Ltd 5) South Indian Bank 6) HDFC Bank Ltd 7) Centurion Bank Ltd 8) Bank of Punjab Ltd 9) IDBI Bank Ltd.

g) ADJUSTMENT OF EARNEST MONEY:-No earnest money previously deposited for other works will be considered. Tender without or improper earnest money will forthwith be treated as 'INFORMAL'

12) Dropping of Tenders:-Tender that should always be submitted in sealed cover with the name of work clearly written on the body of the W.B.F. No.2911(ii) stated above as well as on the envelope will be dropped in the following offices in addition to this office on the schedule Date & Time as stated in Para (3) above and or the changing schedule made vide issuing necessary CORRIGENDUM duly addressed to the Sub-Divisional Officer, Kangsabati Canals Sub-Division No-XVII, Bishnupur, Bankura.

a) Office of the Sub-Divisional Officer, Kangsabati Canals Sub-Division No-XVII, Bishnupur, Bankura.

13) Opening of Tenders: -i) after dropping of Tenders, the box will be closed and the said box will be opened in the same day as per schedule time at all the dropping center and the Tender so received at the dropping centers to be sent to the concern Executive Engineer, for opening the Tender on the date and time as specified in the N.I.T. and or in the Corrigendum.

ii) Tender to be opened by the concern Executive Engineer or by his authorized representative after collecting the sealed tenders dropped, if any, in the office of the other dropping centers on the scheduled date & Time as stated in the N.I.T. or in the Corrigendum in presence of the participating Tenderer or his/their authorized representatives who may be present at the time of opening and will put initials in the opening register.

iii) In terms of Para 221(1), once the tenders are opened, no tenderer should be allowed to offer fresh quotations unless each of the tenderer is given equal opportunity. In case where the later steps taken, if time permits, fresh tenders may be invited so as to leave no room for any compliant or grievance whatsoever and,

iv) In terms of Para 221(2), when the rates quoted in response to invitation of competitive tenders are considered high and fresh invitation of tenders cannot be taken recourse to either for want of time or because of no likelihood of getting more favourable rates and negotiations with contractors are considered necessary for obtaining rates lower than those received in response to the invitation of competitive tenders, negotiations should be made with all the contractors who quoted rates in response to the invitation of tenders, and not with the lowest tenderer alone.

14) Acceptance of Tender:-in terms of NOTIFICATION No. 01/IW dated 19/07/2012 of Secretary to the Govt. of West Bengal, acceptance of the tender will rest with the undersigned who does not bind himself to accept the lowest tender and reserves the right to reject in any or all the tenders received and to distribute work between two or more than two Tenderers without assigning any reason thereof.

OTHER TERMS & CONDITIONS.

15) Any suppression/misrepresentation of fact will automatically debar the applicant for participating in any Tender under the Division/Circle for at least 3(Three) years from the date of detection, in addition to such other penal action as the Government may deem proper.

16) Intending Tenderers should be equipped with plants, machinery equipment and well point pumping machinery complete with all accessories as required for the work as the department may not be in a position to issue such plants & machinery. They must submit a list of such plants; machinery and equipments in their possession for necessary documentary evidence are to be produced.

17) If required, the intending Tenderers have to be produced Bank solvency certificate of an amount equal to 30% of the estimated amount of the work.

18) Documents submitted along with the application should invariably be in the name of the applicant firm/ Individuals. In terms of Memo No. 185/JS(W)/IA-11C-9(75)/09 dated 09.06.09 of the Secretary to the Govt. of West Bengal, I&W.D, Joint venture of Firms constituted and duly registered with the appropriate authority will be considered for issuance of Tender Papers.

19) All pages of the documents submitted with the application shall be signed with signature by the applicant and also be serially numbered as 1/10,2/10,3/10.....10/10

20) Copies of Partnership Deed and Firm Registration duly self-attested shall invariably be submitted with the application by a partnership firm.

21) Tenderers should quote their rates both figures and words in terms of overall percentage, "below" or "above" or "at par" with the price schedule both in the 2nd page of W.B.F 2911 (ii) and the last page of price schedule.

- 22) Any tender containing over writing is liable to be rejected.
- 23) All corrections are to be attested under the dated signature of the tenderer.
- 24) When a Tenderer signs his Tender in an Indian Language, the Total amount tendered should also be written in the same language. In case of illiterate Tenderer, the rates tendered should be attested by a witness.
- 25) The Tenderer who will sign on behalf of a Company or Firm, must produce the registered documents within 3(Three) days from the date of opening the tender, if not submitted with the tender application or with the Tender documents) in support of his competency to enter in to an Agreement on behalf of the Company or the Firm under the Indian Companies or Partnership Act, failing which the tender will not be considered and the deposited Earnest Money will be forfeited.
- 26) The rate quoted by in the tender form will be final and no subsequent modification in the rates will be entertained even it is done with any letter or other instrument submitted before sealing/closing the Tender box.
- 27) Any superfluous conditional tender, which does not fulfill any of the above conditions, and is incomplete in any respect, is liable to be rejected.
- 28) GST, Royalty, and all other statutory Levy/Cess etc. will have to borne by the Contractor. The engaged Contractors need to get registered under BOCW (RECS) Act and shall have to contribute towards a fund namely **“The West Bengal Building & other Construction worker’s Welfare Fund”** @1.00%(one point zero zero percent) of the total amount of the work value which will be deducted directly from the bill value and remitted as per requirement of the said Act as per Finance Department Notification No. 853-F dated 01.02.06.
- 29) Canvassing in connection with the tenders is strictly prohibited and the tenders submitted by a tenderer who take resort to canvassing will be liable to rejection.
- 30) Incomplete and illegible tender will be invalidated. All corrections in the tender should be signed with dated initial by the contractors before submission of tender and each page of the tender should also be signed and dated by the contractor.
- 31) The contractor has to obtain the Labour license from the office of the Joint Labour Commissioner of the concerned District in which the location/site of the work falls, under the provision of W.B.Contract Labour (Regulation & Abolition) rules, 1972 and a copy of the license has to be submitted to this office for information & record, failing which the undersigned will in no case be hold responsible for any action taken by the Labour Department. The undersigned being the **‘Principal Employer’** for the work, will however issue a certificate in specified pro forma of Labour Department in form V for doing the needful by the authority of labour Department.
- 32) As per rule, the intending tenderer has to disclosed his/their name (s) & style of another firm /individuals (where he is also officiating) in the application for issuing tender forms failing which the decision of the undersigned regarding the matter will be final & binding upon all.
- 33) The Tenderer should submit a statement at the time of submission of his tender showing the Technical Staff to be engaged for the work, with their Technical qualifications, failing which the tender may be liable to rejection.
- 34) The Tenderer will have to, if so desired by the Tender Accepting Authority, submit his analysis to justify the rate quoted by him/them.
- 35) The Tenders 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 the time of opening and who may also put their signatures in the Tender opening Register.
- 36) The successful Tenderer will have to execute the duplicate/triplicate/quadruplicate(Plain Paper)copies of his /their tender which will have to be obtained by additional cash payment in the office of the Sub-Divisional Officer, Kangsabati Canals Sub-Division No-XVII, Bishnupur, Bankura, 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.

37) If any Tenderer withdraws his tender before its acceptance or refuses/fails to convert it in to 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 period of 1(one) year and his/their case will be referred to the Government for order as to what further action will be taken against him/them.

38) 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. Place of issue materials as mentioned in Page 11 of W.B.F. -2911(ii) or in a separate sheet attached with the Tender documents 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.

39) Hire charges for Tools & Plants Machinery, if issued departmentally, will be recovered from the contractor at such rate 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 up to the date of return in to 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 the case of any damages, the cost of repair to such damage or replacement will be recovered from the contractor.

40) In the following case a tender may be declared '**INFORMAL**' and unacceptable.

- a) Correction, alterations, additions, etc. if not attested by the tenderer.
- b) (i) Earnest money in form of N.S.C./Government Security etc. not held by the Tenderer and not properly pledged.
(ii) Earnest Money in the form of T.R. Challan, D.C.R./Demand Draft, etc. which are short deposited with interest bearing and/or not deposited in favour of the **Executive Engineer, Kangsabati Canals Division No-III, Bishnupur, Bankura** in proper shape.
- c) If, the all pages of the Tender documents are not signed by the Tenderer.
- d) (i) If, the Tender is not submitted in a cover properly sealed.
(ii) If, the name of the work with N.I.T. No. & Serial No. of the work and the name of the addressee with the name of the Senders (Tenderers) are not exactly written on the envelope.

41) a) In terms of the provision in Para 230 Page of I&W.D. Code Volume- 1 and at the same time provided in Para 150(3) of W.B. Works Departmental Manual, the Earnest Money of all the Tenderers other than the three lowest Tenderer should be refunded after the comparative statement has been prepared and checked and,

(b) In terms of the provision laid down in Para 5 of the 1st page of W.B.F. 2911. In case of rejected Tender it should be refunded within 10(ten) days from the date of decision.

42) To verify the competency, capacity and financial stability of the intending Tenderers the Tender paper issuing authority may demand production of any necessary documents as it may deem necessary.

43) Normally Tender Paper for not more than one work in any one N.I.T. will be issued to an applicant, who may indicate the Serial Nos. of the work in the order of priority. However, depending on response to various serials in the N.I.T., Tender Paper issuing Authority may issue Tender Paper for any serial even though it may not be preferred by the applicant.

44) Applicants permitted to purchase Tender form will have to be participated in the tender failing which he/.they may be suspended to participate in the next Tender.

45) Tender may be cancelled in any stage without assigning any reason.

46) Any discrepancies if found, in the documents/statement the tender shall be cancelled in the subsequent stage with imposition of lawful action for this act of submission of documents.

47) Apart from all the above conditions and criteria the 'Past and Present' performance of the agencies will be considered while issuing tender papers.

48) The payment of R/A as well as Final Bill for the work will be made according to the availability of fund and claim due to delay in payment will not be entertained.

49) Subletting of work is strictly prohibited & will be viewed seriously & disqualify the agency to participate in the next Tender.

50) Canvassing in connection with Tender is strictly prohibited and the Tenders submitted by a Tenderer who will resort to canvassing will be liable to rejection.

51) All specifications, Terms and conditions etc. of the printed schedule of rates of Kangsabati Circle, P.W.D., P.W.D. (Roads), PNRD will be applicable, unless otherwise specified.

52) Apart from all the above, only in the interest of the Government , the committee may allowed purchasing Tender Forms to such agency/agencies who/they will fulfilled the other criteria and his/their Past or Present performance is/are satisfactory but his/their credentials in regards to completion and Payment certificates stand less than the requirement.

53)All applicants willing to participate in the Tender must have to be appeared before a Tender document scrutiny committee for verification of original of the submitted documents. In case, the applicant or his authorized person not appeared before the tender documents scrutiny committee with the original documents in the schedule date and time as stated under para-3 (ii), the application will be disqualified for issuing tender form.

54)**Tender forms will not be issued after due date and no tender forms will be sent by post.**

LIST OF WORKS

N.I.T. No- WBIW/SDO/KCSD-XVII/e-NIT-04e/2022-23

Sl. No.	Name of Work	Amount put to Tender (₹.)	Earnest Money Deposit (₹.)	Cost of Tender Paper (₹.)	Time allowed for completion	Eligibility of Contractor (*)
1	2	3	4	5	6	7
01	" M/R to canal from ch.241.98 to 273.00 of Dy-20 canal and re-construct outlet pipe under Peardoba Section of Kangsabati Canals Sub-Division No-XVII of Kangsabati Canals Division No-III during the year 2022-2023."	Rs.478877.00	Rs. 9578.00	Nil	15 (Fifteen) Days	Bonafide outsiders having credential of execution of similar nature of work of value 50% of the amount put to tender within the last 3 Financial years.
02	"M/R to canal from ch. 0.00 to 55.00 and 126.00 to 160.00 of Minor-E off-take from ch.69.60 of Dy-20 canal under peardoba Section of Kangsabati Sub-Division No-XVII of Kangsabati Irrigation Division-III during 2022-23."	Rs.153085.00	Rs.3062.00	Nil	15 (Fifteen) Days	Do

1. Eligibility for participation in e-tenders under National Comparative Bidding (NCB)

All Bonafide Indian contractors/Agencies/Organizations, Registered Companies/ Firms including Registered Partnership Firms, Proprietorship Firms, Registered Consortiums & valid 'Joint Ventures' and contractors/bidders of equivalent grade or class having Pre-Qualification (PQ) Credential from the Government of West Bengal, Union Government Departments/ Other State Government Departments/ Engineering Wings of GoI /IRCON/RVNL/NHPC, Autonomous Project Authority and other similar organizations of GoI and State Governments/PSU and Corporations of Government of India and other States having successfully completed at least one similar nature project and not otherwise debarred are eligible to participate subject to fulfilling the other PQ eligibility criteria laid down in the subsequent paragraph. Consortiums and Joint Ventures are not allowed to participate in tenders of value up to Rs. 45.00 lakh

2. Participation in more than one serial of work out of list of works published in one e-NIT.

Any contractor/bidder may bid for any number of Serials of work in a particular e-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 under Clause 3.2B III) relating to any work successfully completed by the bidder and technical PQ criteria specified in the e-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 Clause 3.2B III. However, the bidder will also reserve the right to submit one CC along with relevant documents for bidding in more than one serial of work, provided cumulative technical 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 Clause 3.2B III, in case of bidding for more than one serial will lead to rejection of all the bids.
- b. Average of gross annual turnover of the individual bidder/Organization/consortium or Joint Venture for any three financial years within preceding five financial years, as stated under Clause 7V, should not less than the summation of turnover requirements of the relevant individual serial of works for which the bidder intends to bid.

3. Submission of bid

3.1 General procedure for submission of e-bid

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

3.2 Technical Proposal

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

Cover No	Cover	Document Type	Descriptions
1	Pre-Qual/Technical	.pdf	NIT_Corrigendum
		.pdf	Agreement_2911
		.pdf	Forms
		.pdf/jpg/WinRAR	Drawings
		.pdf/jpg	BAR_CHART
2	Finance	.xls	BOQ

3.2 A Descriptions of Technical (Pre-Qual) Covers

- i. **'NIT_Corrigendum' folder:** e-Notice Inviting Tenderis to be downloaded in entirety, digitally signed and uploaded during e-bid submission in **"NIT_Corrigendum"** folder. **'Corrigenda/Addenda'** if published in connection with the NIT is to be digitally signed and uploaded in the **'NIT_Corrigendum'** folder merged with e-NIT documents during e-bid submission.
- ii. **'Agreement_2911' folder:** Contract /Agreement in WB Form No. 2911 published in the e-Tender is to be downloaded digitally signed and uploaded during e-bid submission in Agreement_2911 folder.
- iii. **'Forms' folder:** Applications for e-Tender: vide self declaration format in specimen Form-1 ,Self declaration of bidder not having common interest as a different bidder organisation in any other work tendered under different serials of this particular e-NIT vide specimen Form-2, and self declaration on antecedents and performance of the bidder in specimen Form-4.
All above are to be filled up completely, digitally signed and uploaded during bid submission in **"Forms"** folder.
- iv. **Drawings folder:** The GAD/Plan/Map published in the e-Tender by the Tender Inviting Authority is to be downloaded by the bidder digitally signed and again uploaded during e-bid submission in **"Drawings"** folder
- v. **BAR_CHART folder:BAR CHART/Work Programmes in other Networking Methods** prepared by TIA in pdf file defining the Physical Milestones of the construction period for implementation of the project is to be downloaded by the bidder digitally signed and again *uploaded during e-bid submission in "BAR_CHART" folder*

3.2A.NOTE:

- i. **Contractors/bidders are required to keep track in the e-Procurement website www.wbtenders.gov.in for all the Addenda or Corrigenda notices and documents published in connection with a particular e-Tender within the bidding period and upload the same, digitally signed by him/her along with their e- bid. **Tenders submitted without Addendum/Corrigendum are liable to be treated as incomplete and thereby liable for disqualification or rejection.****
- ii. *Form 1, Form 2, Form 3 (for companies etc.) and Form 4 are taken from bidders by TIA as bidders self declarations' or undertakings. These formats are specimens or samples only, which are to be firstly downloaded by the bidders from the NIT in e-Procurement portal, filled up completely and again uploaded with their electronic bids.*

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

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

My Document Format for uploading in the OID folder:-

Sl. No.	Category	Sub-category	Sub-category description	Remarks if any
I	Certificates	1. <i>certificates.pdf</i> 2. <i>GST_registration_certificates.pdf</i>	1 Latest Professional Tax Payment Certificate (PTPC) or, PT depositchallan for current financial year or Government Order for exemption in other States where ever applicable. 2 Valid PAN Card in the name of bidder/organisation 3 Income Tax Return of current Assessment year or, IT Return of immediate preceding Assessment year whichever is ;attest available 4 Valid GSTIN under GST Act & Rules	Refer to Clause 3.2C(I) for details
II	Company Details	<i>companydetails.pdf</i> 1 <i>companydetails.pdf</i> 2	1 For Proprietorship Firms, Partnership Firms, Registered Companies, Registered Co-operative Societies Valid Trade License/ acknowledgement or Receipt of	Refer to Clause 3.2C(II) for details

			<p>application for Trade License/ Revalidation</p> <p>OTHER REQUIREMENTS:-</p> <p>2 For Partnership Firms: Legally valid Partnership Deed, Form-VIII/ Memorandum of Registration of Registrar of Firms</p> <p>3 For Companies: Incorporation Certificate, Memorandum of Articles of ROC, List of current owners/ Directors/Board Members</p> <p>4 For State Registered Co-operative Societies: Society Registration certificate from ARCS of the State, Society by-Laws, latest available Auditor's Report of Directorate of Co-operative Audit within proceeding five years as per Societies Act & Rules</p>	
III	Credential of works	<p>1. Credential pdf 1</p> <p>2. Credential pdf 2</p>	<p>1 Work Order/ Award of Contract or LOA/LOI duly authenticated by issuing authority.</p> <p>2 Pre-Qualification (PQ) Work credential of one 100% completed work as desired in the NIT as the Credential Certificate (CC) duly authenticated by competent authority.</p>	Refer to Clause 3.2C(III) for details
IV	Financial credential	Payment certificate.pdf	All 100% Payment Certificates of competent authorities during preceding Five FY. IT Return of bidder in three FY ,or Audited Profit & Loss Accounts statement of any three financial years within the zone of preceding five financial years whichever is available.	Refer to Clause 3.2C(IV) for details

* OID denotes Other Important Documents.

Note:

- i. It is desirable though not mandatory that all documents stated above in PDF files shall be uploaded by bidders only in specified designated folders. No off-line document will be accepted and considered during tender evaluation stage from bidders before publishing of final selection of L1 by publication of FBE sheet verification by TEC may be undertaken directly from PQ Credential issuing authority.
- ii. Validity of documents submitted by bidder shall be stand determined on the date of publication of tender notice (e-Notice Inviting Tender)

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

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

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

3.2C(II) All documents mentioned in tabular format under Clause 4.2B and also explained below should be uploaded during electronic bid submission in PDF files with the name of file should be "**companydetails.pdf**"

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

West Bengal within preceding five financial years as per Societies Act & Rules.

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

- i. Work Order/Award of Contract or the Letter of Acceptance (LoA) duly authenticated by the competent issuing authority is to be submitted under Technical cover (*name of file should be “credential.pdf 1*).
- ii. 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. (*Name of file should be “credential.pdf 2*).

3.2C (IV) PQ Financial credential: In ‘payment certificate.pdf’ folder under OID cover

- a. Disqualification during PQ evaluation of financial capability of bidder shall not be decided during technical bid evaluation by TEC up to work of Rs 45 lakh, as no minimum financial capacity is fixed, except if reveals from documents beyond any doubt of the financial liquidity & bankruptcy of the bidder, determining absolute incapacity to execute the work.
- b. i. ‘Payment certificate’ of works authenticated by appropriate authority for preceding three Financial Years, **or**,
ii. Valid Income Tax Returns for preceding three FY, **or**,
iii. Audited Profit & Loss Accounts statements of three FY, any one of i, ii, or iii as a complete set for three FY within zone of immediate preceding five FY is to be uploaded in ‘**payment certificate.pdf**’ folder under OID cover, else the bidder may be disqualified. Name, address, contact no. and registration no. of auditor Firm is desirable for Profit & Loss accounts statement, if submitted.

Note:

- a. *If the bidder Company/Firm was set up less than three years ago, audited balance sheets and P/L Accounts for the number of years since inception are to be submitted under Technical cover and the average value would be evaluated only for the period since inception and not three years. Credential Certificate (CC) given as PQ Work Credential may also contain payment certificate and in those cases separate payment certificate is not required.*
- b. *No file in Technical / Pre-Qual cover or OID cover folder is allowed by the system to be kept blank/empty. Where ever the forms and documents are uploaded by the Tender Inviting Authority, the same is to be downloaded, duly filled up, converted to pdf file, and again uploaded after digital signing, forming a part of tender document. These formats are specimens or samples only and deviation from specimen format is not a sufficient ground for rejection of the bid. Relevant blank Forms are to be firstly downloaded by the bidders from the NIT in e-Procurement portal, filled up completely and again uploaded with their electronic bid. No offline document is acceptable from bidders by TEC during evaluation stage.*

3.3 Financial proposal / bid under Financial cover:-

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

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

4. Tender Fee and Earnest Money Deposit (EMD)

i. Tender Fees:

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

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

Bidders are required make payment of Earnest Money (EMD) through the e-Payment banking system, on-line and should read in advance the instructions carefully, particularly those contained in the challan generated in the e-transaction of the portal, if opted for EMD payment through RTGS/NEFT. Only if the bidder is exempted from payment of EMD by the State Finance Department, the Govt order for such exemption is to be uploaded while opting for EMD

exemption category. Any misjudgement and resultant non submission of EMD will lead to summarily rejection of the bid/tender. **The quantum of Earnest Money Deposit has been revised as 2 % of the amount put to tender or Rs. 10 Lakh, whichever is lower for amount put to tender upto value of Rs. 25 crore.**

(b) Additional Performance Bank Guarantee:

“Additional Performance Security” has been made mandatory which shall be obtained only from the successful L1bidder, if the accepted bid price is below 20% of tender BOQ or below by more than 20% of the tender BOQ. This Additional Performance Security shall be equal to 10% of the tendered amount i.e. 10% of the L1 bid price. The said Bank Guarantee (BG) shall have to be valid up till the end of the contract/Agreement period including extended time period till 100% physical completion of work in all respects and shall be renewed within validity period accordingly if required. The said Bank Guarantee shall remain in custody of the DDO & Executive Engineer in-charge of the work, which shall be returned to the bidder/contractor after successful physical completion of the work as per contract. If the bidder fails to complete the work successfully, this Additional Performance Security shall be forfeited at any time during the pendency of the contract period after serving proper notice to the contractor/bidder agency.

Necessary provisions regarding deduction of security deposit from progressive bills of the contractor in respect of the tendered work shall be governed as per relevant clauses of the tender contract/Agreement which will in no way be affected / altered due to this Additional Performance Security.

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

(c) Performance security:

Deduction will be made such that the total Performance Security comes to **3 % of the tendered amount** i.e. Earnest Money already deposited (& deemed to have been converted as a part of Performance Security) + balance amount to be deducted from the RA Bills to make total performance security 3% of the tendered amount. Finance department memorandum no-201-F(Y) dated 18.01.2021 is to be followed in respect of performance security until further order.

4A. Login by bidder:

- a. A bidder desirous of taking part in e-tender floated by the State Government shall login to the e-Procurement portal of the Government of West Bengal www.wbtenders.gov.in using his/her login ID and password by using their valid DSC.
- b. He/she will select the tender to bid and initiate payment of pre-defined EMD fixed for that tender by selecting from either of the following payments modes:
 - i. Net-Banking (any of the banks listed in the ICICI Bank Payment Gateway) in case of payment through ICICI Bank Payment Gateway;
 - ii. RTGS/NEFT in case of off-line payment through bidder's bank accounts in any Bank approved by RBI in India.

4B. EMD payment procedure:

a. Payment by Net Banking out of any listed bank through ICICI Bank Payment Gateway:

- i. On selection of Net Banking as the payment mode, the bidder will be directed to ICICI Bank Payment Gateway (along with a string containing a Unique ID) where he/she will select the Bank through which he/she wants to electronically transact the EMD.
- ii. Bidder will make the payment after entering his Unique ID and password of the bank to process the e-transaction.
- iii. Bidder will receive a confirmation message on registered mobile phone regarding success/failure of the transaction.
- iv. If the transaction is successful, the amount paid by the bidder will get credited in the respective Pooling account of the State Government maintained with the Focal Point Branch of ICICI Bank at R.N Mukherjee Road, Kolkata for collection of EMD against unique codes for identification of the tendering authority.
- v. If the transaction is failure, the bidder will again try for payment by going back to the first step.

b. Payment through RTGS/NEFT:

- i. On selection of RTGS/NEFT as the payment mode, the e-procurement portal will show a pre-filled challan having the details to process RTGS/NEFT transaction.
- ii. The bidder will print the challan and use the pre-filled information to make RTGS/NEFT payment using his/her own designated Bank account.
- iii. Once payment is made, the bank would provide an “**UTR remittance number**” for successful transaction with which the bidder will come back to the e-Procurement portal after expiry of 2 to 3 bank working days to enable the NEFT/RTGS process to complete, in order to verify the payment made and continue with his/her bidding process.
- iv. If verification is successful, the fund get credited to the respective Pooling account of the State Government maintained with the Focal Point Branch of ICICI Bank at R.N Mukherjee Road, Kolkata for collection of EMD.
- v. Hereafter, the bidder will go to e-Procurement portal for final submission of his/her e-bid within pre-assigned last date

of submission of e-tender.

- vi. If the payment verification is unsuccessful, the amount will be returned automatically by the system to the bidder's bank account.

Note: *EMD made through RTGS/NEFT would require additional 2 to 3 bank working days after date of transaction in the bank before the procedure is completed for enabling the bidder to continue with the bidding process in the on-line final bid submission. Thus, the bidder is to take precaution in case of RTGS/NEFT transfers, so that the entire process of submission of e-tender is completed within last date of on-line submission of his/her tender. However, Net-banking transaction through ICICI bank payment Gateway would be on real time basis.*

4C. Refund/Settlement Process for EMD:

- i. After decrypting/admitting of all e-bids, the preliminary technical bid evaluation (TBO) summary sheet would be published in the Portal after two working days, and thereafter at least after four working days, the Final technical evaluation (TBE) summary sheet would be published in the Portal with simultaneous electronic processing in the e-Procurement portal by the tender inviting authority done so that status of the all bids as qualified or disqualified; based on the Final Bid Evaluation Sheet (FBE) is made available to all bidders along with the details of the unsuccessful bidders to ICICI Bank by the e-Procurement portal through web services.
- ii. On receipt of the information from the e-Procurement portal, the Bank will refund through an automated process the EMD of the bidders disqualified at the technical evaluation to the respective bidders' bank accounts from which they made the EMD on-line transaction. Such refund will take place within T+2 Bank working days where T will mean the date on which information on rejection of bid is uploaded to the e-Procurement portal by the Tender Inviting Authority.
- iii. Once the financial bid evaluation is electronically processed in the e-Procurement portal, EMD of the technically qualified bidders other than that of the L1 will be refunded, through an automated e-process, to the respective bidders' bank accounts from which they made the payment transaction. Such refund will take place within T+2 Bank working days where T will mean the date on which information on rejection of financial bid is uploaded to the e-Procurement portal by the tender inviting authority.
- iv. As soon as the L1 bidder is awarded the contract (AOC), the same is processed electronically in the e-Procurement portal for transfer to Government Receipt under Public Accounts of the State through GRIPS where under the security deposit will also be collected in connection with the work.
- v. All refunds will be made mandatorily to the Bank account from which the payment of EMD was initiated.
- vi. If the e-tender is cancelled, then the EMD would be reverted to the original bidder's bank account automatically after such cancellation order is processed online by the Tender Inviting Authority.
- vii. TIA reserves the right to forfeit the EMD electronically in case of breach/violation of tender rules as defined under clause 8 & 9.

5. Credential Certificate (CC) as Prequalification Work Credential:

- i. **Credential Certificates (CC) for one/single 100% completed work within last five financial years on the date of publication of NIT will only be accepted as valid 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.
- ii. It is desirable that CC should preferably contain the name with designation, postal address of office, contact Telephone No./FAX / e-mail ID of the authority issuing the CC for the work along with name of work, amount put to tender, date of completion of the work, gross final billed value of the 100% completed work, certificate of issuing authority indicating successful and satisfactory completion. Illegible certificates, absence of contact details making it time consuming for verification purposes of CC issued by authorities outside the State are liable to be rejected by the Bid Evaluation Committee (TEC).
- iii. Credential Certificates (CC) of successfully completed works in any Department/autonomous authority of the Government of West Bengal will be considered. CC of 100% completed works executed under any other State / Central Government Ministry / Department / Nationalised Financial Institution Organisation / Govt. Undertaking / Govt. Enterprises or Government Institutions or Local Government Bodies (Municipalities, Zilla Parishad & Panchayat Samities within West Bengal, will also be considered as valid PQ Credential. Such CC are to be issued by an officer/authority not below the rank of Executive Engineer / Divisional Engineer / District Engineer/Project Manager of the State/Union Government Departments/ Organisations; authorised signatories of

CC for Panchayat Samities and Municipalities shall be the BDO & Executive Officers or equivalent administrative officers respectively. It is desirable to have telephone and FAX or e-mail addresses of the signatory of the CC for all offices outside West Bengal for verification purposes.

6. Pre Qualification (PQ) eligibility criteria

Prequalification (PQ) eligibility of a contractor/ bidder based on one single 100% completed works contract and financial capacity achieved within the zone of last five financial years will be determined as per Rules stated below:

6. I. Firstly, the gross value of the work submitted as PQ Credential as per CC of similar in nature completed during the current financial year before date of publishing of e-NIT or within the preceding five FY will be multiplied by the following factors to take care of the inflationary effects to arrive at the gross notional amount.

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

Note: For cases where two contractors/bidders are participating in a e-Tender for a particular work are such that one happens to have worked as a sub-contractor of the other, and both the contractors/bidders PQ submit work credential of having completed the same job either wholly or partly, then in such case the PQ credential of the principal contractor will be considered while that of the sub-contractor will not be taken into consideration for determining the eligibility criteria of the contractor/bidder during technical evaluation of the tender. If the PQ Credentials submitted by hitherto contractors/bidders are for different works, then both the PQ Credentials will be considered for determining the eligibility criteria of the individual contractors/bidders.

6 II. Financial proposal of any contractor/bidder will come under consideration only when the Technical PQ criteria mentioned below are satisfied and fulfilled in the Technical Bid Evaluation stage.

Gross notional amount calculated from Credential Certificate (CC) of a single works contract completed within the zone of immediate preceding five financial years on the date of this e-NIT, issued in favour of the contractor/bidder /Agency/Firm/Registered Co-operative Society for a similar work defined in the tender should be at least 30% of the amount put to tender for the work it is bidding. The power to decide on the criteria of similarity rests without any prejudice, solely with the Bid Evaluation Committee (TEC).

7. Additional eligibility criteria for participating in more than one serial of work in a e-NIT

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

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

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

9. PROCEDURE FOR SUSPENSION AND DEBARMENT OF SUPPLIERS/ CONTRACTORS

A. SCOPE:

The procedures laid down in subsequent paragraphs shall govern the suspension and debarment of suppliers, contractors and bidders ("Contractors" for brevity) involved in Government procurement for offenses or violations committed during competitive bidding and contract implementation, or even later for the works under Irrigation & Waterways Department, Government of West Bengal. The concerned Chief Engineer shall publish the suspension and debarment order in the Departmental website with the approval of I&W Department in the designated link within

1(one) working day of issuance of such order. The TIA shall recommend the case to HTEC/TEC who with opinion of Chief Engineer will place it before DTC/QBEC/DTTC for approval.

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

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

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

C. DEFINITION OF TERMS:-

- i. **Bidder:** A person/Contractor/Agency/Company/Society/Corporation participating in the procurement process and/or Person/Contractor/Agency/Joint Venture/Consortium/ Corporation having an Agreement/ Contract for any procurement with the Department shall be referred as bidder.
 - ii. **Bid Evaluation Committees or Tender Evaluation Committees (HTEC/TEC/QBEC in short):**
 - a. 'Bid/Tender Evaluation Committee'(TEC) for the bids upto tender value of Rs. 100.00 lakh (TEC) invited by the Executive Engineer will be comprising of
 - i) Concerned Executive Engineer as Chairperson and Convener,
 - ii) Assistant Engineer concerned to the work as Member,
 - iii) Another Assistant Engineer from Division as Member or, the Junior Engineer posted as the Divisional Estimator.
 - b. or, Evaluation Committee constituted by the Department from time to time.
 - iii. **Consolidated Debarment List:** A list prepared by the Departmental Debarment Committee/Chief Engineer containing the list of bidders debarred by the Irrigation & Waterways Department, Government of West Bengal. The list would be displayed prominently in the designated link in website of the Department clearly stating the period of suspension/debarment.
 - iv. **Contract implementation:** A process of undertaking a project in accordance with the contract /Agreement documents.
 - v. **Debarment:** An administrative penalty, in addition to the contract/Agreement provisions, disqualifying a bidder from participating in any procurement process under Irrigation & Waterways Department, Government of West Bengal for a given period.
 - vi. **Debarred Bidder:** A Bidder who was disqualified by the competent authority of the Irrigation & Waterways Department, Government of West Bengal.
 - vii. **Department:** Irrigation & Waterways Department, Government of West Bengal
 - viii. **Entity:** A person/Contractor/Agency/Joint Venture/Consortium/Corporation participating in the procurement process and /or a Person/Contractor/Agency/Joint Venture/Consortium/Corporation having an agreement/ contract for any procurement with the Department shall be referred as entity.
 - ix. **Offence:** A violation or breach of the Constitution of India, laws, regulations, laid down procedure, etc under Prevention of Corruption Act, 1988, Code of Criminal Procedure, 1973 u/s 195(1) and Section 197(1), Competition Act, 2007 and IT Act, 2000 as amended.
 - x. **Procurement:** It is the act of buying goods, services or works from an external source. It is favourable the goods, services or works are appropriate and that they are procured at the best possible cost to meet the needs of the acquirer in terms of quality and quantity, time and location.
 - xi. **Procuring Entity/Authority:** The officer authorised by the Irrigation & Waterways Department, Government of West Bengal for procurement.
 - xii. **Suspension:** Temporary disqualification of a bidder from participating in the procurement process of Irrigation & Waterways Department for a period of 6 (six) months when an offence is made against a bidder.
- D GROUNDS FOR SUSPENSION AND DEBARMENT**
- i. Submission of eligibility requirements containing false information or falsified documents.
 - ii. Submission of Bids that contain false information or falsified documents, or the concealment of such information in the Bids in order to influence the outcome of eligibility screening or any other stage of the bidding process.
 - iii. Unauthorised use of one's name/digital signature certified for purpose of bidding process.
 - iv. Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his favour.
 - v. All other acts that tend to defeat the purpose of the competitive bidding such as lodging false complaints about any

bidder, posting baseless allegation about any officer duly authorised by the Department, restraining any interested bidder to participate in the bidding process etc.

- vi. Refusal to accept an award after issuance of 'Letter of Acceptance' or enter into contract with the Government without justifiable cause.
- vii. Refusal or failure to post the required performance security/earnest money within the prescribed time without justifiable cause.
- viii. Subcontracting of the contract or any part thereof without prior written approval of the procuring entity.
- ix. Failure solely due to fault or negligence of the Contractor, to mobilize and start work within the specified period as mentioned in the 'Letter of Acceptance' / 'Letter of Acceptance cum work Order' / 'Work Order' / 'Notice of Process' / 'Award of Contract' etc. ultimately resulting in rescindment of contract.
- x. Failure to fully and faithfully comply with the contractual obligations without valid cause, or failure to comply with any written lawful instruction of the procuring entity or his representative(s) pursuant to the implementation of the contract, ultimately resulting in rescindment of contract.
- xi. For the procurement of goods, unsatisfactory progress in the delivery of the goods by the manufacturer, supplier or distributor arising from his fault or negligence and / or unsatisfactory or inferior quality of goods, vis a vis as laid down in the contract.
- xii. Refusal or failure to upload a self-declaration in specimen format of Form-4 to the effect of any previous debarment imposed by I&WD, any other Department of State Government and or Central Government.
- xiii. Wilful or deliberate abandonment or non-performance in a project or contract by the contractor / suppliers resulting to substantial breach thereof without lawful and / or just cause(s).
- xiv. The Additional Performance Security shall have to be submitted by the selected L1 bidder after issuance of Letter of Acceptance / Letter of Invitation (LoA/LoI) within next seven working days and before issuance of Award of Contract (AoC) in the form of "Bank Guarantee" of any Scheduled Bank approved by RBI, payable at Kolkata or / in West Bengal, as per specimen format Form-6. Else, its/their Earnest Money Deposit (EMD) will be forfeited without any prejudice by the Tender inviting authority.

E. CATEGORY OF OFFENSE:

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

F. PROCEDURE AND RULES OF DEBARMENT :

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

G. PENALTY FOR OFFENSE:

- a. For committing 1st degree offense any of the cases referred under Clause 9 E (i) to (v), forfeiture of earnest money and debarment for a period of six months, if the offense is detected during technical evaluation. If the offence is detected after award of the contract and if the offender happens to be the agency selected for work, and such selection is made due to oversight, forthwith termination of the contract and determination of contract value in accordance with clause 3(ix) (c) of West Bengal Form No. 2911, and simultaneous debarment for a period of six months. Further, in case the offense is detected after completion of work and payment of final bill the Work credential earned would be declared as 'null and void', so that the same cannot be used in future as PQ credential for securing other works contracts in the Irrigation & Waterways Department, together with debarment for a period of six months.
- b. For committing 1st degree offense in any of the cases referred under Clause 9 E (vi), (vii),(xiii) to (xv), forfeiture of earnest money and debarment for a period of one year. For committing offenses under Clause 9E (xv), debarment period shall be for one calendar year preferably from the date on which the due date for submission of BG had expired (i.e 8th or 15th working day from date of receipt of LOA /LOI) by the Departmental Debarment Committee to be notified in the Departmental website.
- c. For committing 1st degree offense in any of the other cases under Clause 9 E (viii) to (xii), termination of contract and its determination in accordance with Clauses 2 & 3 of West Bengal Form No. 2911, including debarment for a period

of two years.

- d. For committing 2nd degree offenses under above all categories, period of debarment will be twice the corresponding period for 1st degree offenses, in addition to other penal provisions for 1st degree offense.

10. Taxes & duties to be borne by the Contractor/bidder

In view of introduction of GST with effect from 01.7.2017, all the bidders intending to participate in this e-tender should offer their financial bids inclusive of GST applicable for entire composite works/Procurement of goods & services, labour intensive component contained in the BOQ. Income Tax, Royalty, GST (CGST, SGST, IGST), Construction Workers' Welfare Cess, Labour Insurances EPF and similar other statutory levy / cess will have to be borne by the contractor/bidder and his/her quoted rate should be quoted accordingly after considering all these charges, and no separate payment towards any of the statutory taxes rents or levies shall be made by the work implementing authority.

11. Site inspection prior to submission of tender

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

12. Conditional and incomplete tender

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

13. Opening & evaluation of tender

13.1 Opening of a Technical Proposal

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

For e-tenders bids are to be invited in two parts under a two-bid electronic system.

- i. Technical proposal will be opened by the Tender Inviting Authority or his/her authorised representative/electronically in the official website using their authorised valid Digital Signature Certificate/s (DSC).
- ii. Intending contractors/bidders may remain present if they so desire.
- iii. Technical cover documents (vide Clause 3.2.A) will be opened /decrypted first and if found in order, Cover (Folder) for OID (vide Clause 3.2.B) will be opened/ decrypted. If there is any material deficiency in either of the Technical cover documents, the e-bid is liable to be disqualified & rejected.
- iv. Decrypted (transformed into readable format) documents of the Pre-Qual Technical cover and the OID (Other Important Document) Cover will be decrypted/downloaded by the TIA and handed over to the Technical Bid Evaluation Committee (TEC).

13.2 Process of Technical Evaluation in a tender

Within 24 hours of uploading the TBO summary sheet containing Preliminary Technical Qualification result, any of the aggrieved bidder, may seek clarification / redressal / review from the TEC on the list of bidders, in writing/through e-mail with supporting facts / figures / documents. If such clarification /review relates to eligibility of other bidders, on the grounds of submission of false/ forged / manipulated / inappropriate credentials, modalities prescribed in the Departmental Notification shall be followed. In case, the review only seeks the eligibility of the applicant himself, views of the Tender Evaluation Committee (TEC) would be communicated in writing to that bidder within next two (2) working days. If the bidder is not satisfied with the clarification of the TEC, he/she may appeal to the concerned Chief Engineer within 24 hours of receipt of communication from the TEC. The concerned Chief Engineer will dispose such complaints jointly, in associated with at least another available Chief Engineer within next 2 working days. Thereafter final Technical Evaluation Sheet (TBE) of the technically qualified bidders would be uploaded, after incorporating modifications if required. The TIA shall while uploading the final TBE summary sheet accept or reject electronically the admitted bids based on the advice of TEC as per TBE summary sheet. Thus at this stage the rejected bidders will get back their EMD. e-mail communication in official e-mail address of TIA or TAA shall be treated as a valid mode of

communication. The minimum time period from date of TBO summary sheet uploading and TBE summary sheet uploading shall be 4 working days or more. Power is delegated to TEC to verify the authenticity of bid documents by physically summoning the applicant bidder on the basis of specific doubts which could not be cleared, which shall be exercised in exceptional cases, offline verification before issue of LOA needs to be avoided. Only when all other methods of undertaking verification have been exhausted, and there is ample reason to believe that fairness of the technical bid evaluation of the tender cannot be ensured without such action. Prima-facie, if there is not enough reason to doubt the authenticity of the bid documents, physical summon of the bidder shall be avoided, as after determination of L1 bid in financial bidding and before issuance of LOA, all the on-line documents would be verified with the originals by the Accounts & estimating branches of the designated Executive Engineer, and reported to the Tender Accepting Authority prior to the issuance of LOA.

13.3 Uploading the list of technically qualified contractors/bidders

- i. Pursuant to decision arrived after a Technical Bid Evaluation and review, the final list of eligible contractors/bidders having successfully qualified in the Technical Evaluation stage for a particular serial of work whose financial proposal will be thus considered, is uploaded on the web portal/s.
- ii. While evaluating, the TEC may, if they so desire, summon the contractors/bidders and seek further clarification/information or seek verifications of original hard copy of any of/all the documents already submitted on-line, and if these cannot be produced within stipulated time frame, their bids will be liable for rejection.

13.4 Opening and Evaluation of Financial Proposal/bid

- i. Financial proposals of the bidders/contractors declared technically qualified by the Bid/Tender Evaluation Committee (TEC) will be opened electronically by the Tender Inviting Authority in the web portal stated above on the pre-notified date and time.
- ii. The encrypted copies will be decrypted and the rates will be read out to the contractors/ bidders remaining present at that time, else they may login their respective e-tender accounts to see the (CS) comparative statement in the web portal.
- iii. After opening the financial proposal, the preliminary summary result containing inter alia the names of contractors/bidders and the rates quoted by them will be uploaded and the result will be made available in the e-tender platform.
- iv. If the Tender Accepting Authority (TAA) is satisfied that the rate obtained is fair and reasonable and there is no scope of further lowering down of rate, he/she may after having the comparative statement test checked by the Divisional Accountant / Divisional Accounts Officer attached to his office and after their acceptance upload the financial bid evaluation summary sheet or result containing the name of contractors/bidders and the rates quoted by them against each work.
- v. If there is any scope for lowering down of rate in the opinion of the Tender Accepting Authority being abnormally high, i.e. above 10% of the amount put to tender (Tender value), the e-NIT shall be cancelled and invited afresh 2nd or 3rd re-tender. **No post tender negotiations are permitted.**
- vi. If there is any scope for lowering down of rate in the opinion of the Tender Accepting Authority being abnormally high above 10% of the amount put to tender i.e. Tender value, the e-NIT shall be cancelled and invited afresh. No post tender negotiation is permitted.
- vii. If there is no contractor/bidder or the number of contractors / bidders in the 1st tender is less than three, the e-tender has to be cancelled. In case of participation of more than three bidders, if the number of technically qualified bidder falls below three, the tender/e-NIT is to be cancelled as well and fresh e-tender vis-a-vis 2nd call e-Tender or even 3rd call e-Tender may be invited by suitably lowering of minimum eligibility PQ criteria (work & financial) for bidders with wide publicity of Re-tender notices through electronic and print media.
- viii. Final result after acceptance of the rate by the Tender Accepting Authority, if within the delegated power of acceptance would have to be uploaded in the e-Procurement platform. Otherwise, the matter may be referred to the Government Appointed DTC and the appropriate Government for decision.
- ix. The Tender Accepting Authority may ask the L1 bidder/contractor to submit analysis of rates to justify the rate quoted by that bidder after declaration of financial bid evaluation result.
- x. If the lowest (L1) bidder/contractor backs out there should be Re-tendering in a transparent manner. In such a situation the TIA may call for re-tender with bid submission time period should normally be 14 days for value above Rs. 10.00 lakh, and 7 days for value exceeding Rs. 1.00 lakh but upto Rs. 10.00 lakh.

13.5 Tender Accepting Authority (TAA)

Authority to which the power has been delegated to accept tenders as per latest Finance Department Notification will

function as the Tender Accepting Authority (TAA) for evaluation of technical and financial proposals of works having tender value within his/her range of acceptance.

As per present delegation, TAA for different tenders within the range above **Rs 0.10 Lakh upto Rs 100.00 Lakh** would be as follows:

- i. For e-Tenders of value up to **Rs 100.00 lakh** (above Rs 5.00 lakh and up to Rs 100.00 lakh): Executive Engineer Kangsabati Canals Division No-III, I&W Directorate.
- ii. For tenders of value up to **Rs 5.0 Lakh** relating to works only is to be tendered in a single bid system in off-line mode to be accepted by Assistant Engineer, Kangsabati Canals Division No-III, I&W Directorate. [Off-line single bid system Manual Tenders] on the basis of technically sanctioned costs.

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

- i. The lowest (L1) financial bid for all works tenders is accepted as a rule. If for any reason the lowest (L1) bid is not accepted, reference is to be made to the appropriate Government for orders as to which of the contractor /bidder the work should be awarded.
- ii. Maximum 5% excess beyond the 'Tender Value' (Amount put to Tender) may be accepted as per delegated power to the Executive Engineer up to **Rs 100.00 lakh**, and at least three valid bids have been received in the financial bid stage, provided tender value after abatement is within the administratively approved cost. Maximum 5 % excess beyond the 'Tender Value' (Amount put to Tender) may be accepted above tenders of value **above Rs 5.00 lakh** upto 5% above amount put to tender and also 5% excess over administratively approved amount, proposal for revised administrative approval/Expenditure sanction would have to be submitted to the Government, but acceptance of tender and issue of work order may not be kept pending for want of revised approval.
- iii. Above 5% and up to 10% of the Tender Value can be recommended to the Government for acceptance by the Departmental Tender Committee (DTC) subject to the conditions that valid technically qualified bids should not be less than three and L1 bid is accepted and tendered amount is within the administratively approved cost. In case of excess over administratively approved amount, revised administrative approval would have to be submitted to the Government but acceptance of tender, and issue of work order may not be kept pending for want of Revised Administrative Approval/ Revised Financial sanction.
- iv. If the response to an e-Tender is less than three, then Tender should be invited afresh. Such Re-Tender notice shall be published in widely circulated dailies as per guidelines and also through e-Tender web portals. Prior to invitation of Re-Tender / fresh e-Tender, the eligibility criteria and other terms & conditions as contained in the first 'Notice Inviting e-Tender' (e-NIT) shall have to be reviewed/relaxed by the Tender Inviting Authority, to ascertain whether (i) it was too much restrictive, say, specifications and qualifications were fixed at higher standards than required, (ii) advertisements in the widely circulated Newspapers were properly published and (iii) other related procedural matters were observed in its entirety.
- v. If the number of valid bids received even in re-tender is less than three, it should be referred by the TIA to the DTC and even the appropriate Government along with the recommendation of the DTC for decision, in accordance with Finance Department Memorandum and other relevant orders in vogue at the time of publication of the e-tender.
- vi. For acceptance of L1 bid after 2nd / 3rd re-tenders is still above 10% of the Tender Value (Amount put to tender), upon specific recommendation of the DTC as mentioned at clause 13.4, with that of the Department shall have to be sent to the Finance Department for decision.
- vii. All above tender rules applies for all types of works and procurements i.e Plan, Non Plan, deposit works tenders.

14. General guidelines for acceptance of e-Tender

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

15. Signing of formal tender contract/agreement after acceptance of e-tender

The contractor/bidder, whose bid is approved for acceptance, shall within 15 days of the receipt of Letter of Invitation (LOI) or Letter of Acceptance (LOA) in his / her favour, will have to execute a 'Formal Agreement' with the Engineer-in-Charge in quadruplicate in W.B.F. 2911 and all other contract documents, entire set of which may be obtained free of cost from the office of the designated Executive Engineer, Kangsabati Canals Division No.III, Bishnupur, Bankura in-charge of the work tendered.

If the selected L1 bidder fails to turn up even after 30 days after the initial 15 days from the date of uploading of the AOC in the e-Procurement portal or the despatch date of official communication for signing of the

Contract/Agreement, the selected bidder is liable for penal actions which shall comprise blacklisting, debarring from future participation in Government tenders, immediate forfeiture of the Earnest Money deposited in the tender, other penal actions as stipulated under clause 9 & 10 of the e-NIT, the Departmental Notification and also contained in contract W.B Form No. 2911 Agreement.

16. Payment against bills raised by the contractor

Periodic Tax invoice/bills containing bidders GSTIN & other details needs to be submitted by the supplier/contractor/Agency/bidder to the DDO for raising claims for receiving payments of work executed under this contract /upon achieving physical Milestones clearly showing separately the Tax charged in accordance with the provisions of the GST Act, 2017. The payment of Running Account as well as final bill for any work based on progress and performance will be made according to availability of fund and no claim due to delay in payment will be entertained.

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

18. Bid validity

The Bid will be normally valid for **120 days** from the date of opening of the financial proposal. However, extension of bid validity may be suitably considered by the Tender Inviting Authority, if required, subject to written confirmation of the contractor/bidder (s) to that effect.

19. Definition of Physical Milestones:

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

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

20. Withdrawal of bid in a Tender

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

21. Critical dates of this e-Tender

Sl. No.	Activity	Date & Time	Remarks
1.	Publishing Date	27.12.2022 at 17:00 Hrs.	To be made available with the e-NIT in the website
2.	Document Download start date	27.12.2022 at 17:00 Hrs.	
3.	Bid submission start date	27.12.2022 at 17:00 Hrs.	
4.	Document Download end date	09.01.2023 at 14.00 Hrs.	
5.	Bid submission end date	09.01.2023 at 14.00 Hrs.	
6.	Technical Bid opening date with preliminary result (TBO Sheet)	09.01.2023 at 14.30 Hrs.	
7.	Uploading of the list of Technically qualified final list of bidders (TBE Sheet)	To be decided by EE with at least 4 (Four) clear working days after Technical Bid uploading date in order to enable registering of grievance and decision of Appellate authority, if any).	To be notified to all bidders through e-mail & SMS through auto-generation in the system.
8.	Financial Bid opening date (FBO Sheet)	To be suitably decided by TIA	
9.	Uploading of CS (Comparative Statement) and uploading of Final FBE Sheet	To be suitably decided by EE(TAA)	
10.	Uploading of the Letter of Invitation / Acceptance LOI/LAO	-do-	
11.	Uploading of Award of Contract (AOC) (Work Order)	-do-	

TIA: e-Tender Inviting Authority (Assistant Engineer/Executive Engineer)

TAA: e-Tender Accepting Authority (Executive Engineer)

Special Terms & Conditions of the contract

1. The Executive Engineer of the concerned Division shall be the Engineer-in-Charge in respect of the works contract and all correspondence concerning rates, claims, change in specifications and/or design and similar important matters will be valid only if accepted/recommended by the Engineer-in-Charge. If any correspondence of above tender is made with Officers other than the Engineer-in-charge for speedy execution of works, the same will not be valid unless copies are sent to the Engineer-in-Charge and also approved by him/her. Instructions given by the Sub-Divisional Officer/Assistant Engineer and the Junior Engineer/Section Officer (SO) on behalf of the Engineer-in-Charge shall also be valid (who have been authorized to carry out the work on behalf of the Engineer-in-Charge) regarding specification, supervision, approval of materials and workmanship. In case of dispute relating to specifications and work, the decision of Engineer-in-Charge shall be final and binding. The Engineer-in-Charge will however take all decisions relating to works contract only after recommendation/ advice of the Tender Accepting Authority. If there is more than the Executive Engineer assigned for the tender, the Chief Engineer would designate the Engineer-in-Charge for the work.
2. The tender accepting authority reserves the right to reject any or all tenders without assigning sufficient justification thereof to the bidder/contractor. No additional or excess work or additional items of work beyond the tendered amount would be generally allowed. All excess, supplementary or substitute supplementary items of work, if unavoidable are to be accepted by the Tender Accepting Authority only if the total value of work on completion is within the tendered amount. The exiting contract would be terminated after achieving work up to tendered cost (gross value) and balance work would be taken up afresh after fresh sanction and new tender, except in the interest of public services, in rare & special cases under specific approval of the Government.
3. The Contractor/bidder shall have to comply with the provisions of (a) Contract Labour (Regulation & Abolition) Rules, 1970 including its revisions (b) Minimum Wages Act 1948 and the modification thereof or any other laws relating thereto as will be in force from time to time.
4. Engineer-in-Charge shall not entertain any claim whatsoever from the contractor for payment of compensation on account of idle labour on such grounds including non-possession of encumbrance free land. Escalation of cost due to inflationary effects or any other reason is not permitted during construction period or extended time period of contract.
5. Engineer-in-Charge shall not be held liable for any compensation due to machines & equipments becoming idle or any circumstances including untimely rains, other natural calamities, strikes etc.
6. All statutory taxes, viz. GST / labour welfare cess, labour insurance etc or revision of taxation rates even after AOC or commencement and before final completion of the work are to be borne by the contractor/bidder. Original tax invoice/challan or bill of those materials, which are procured by the bidder, may be asked to be submitted for verification if required.
7. Labour Welfare Cess @ 1% of the cost of construction works shall be deducted from the Gross value of all works bills. Also it is instructed to compulsorily register his/her establishment under the Act, under the competent registering authority, i.e. Assistant Labour Commissioner / Dy. Labour Commissioner of the region for disbursing PF and ESI benefits of workers. The bidder should be mandatorily be registered online with Employees Provident Fund Organisation (EPFO) in the on-line system and posses EPF code and all current documents. Penalties and complaints due to non compliance of on-line EPF registration and default is the full responsibility of the bidder even if the TIA is by default the Principal employer.
8. Adjustment of original bid prices/escalation cost/ mobilization advance / secured advance shall not be permitted for any reason whatsoever due to cost and time over run unless specified otherwise in the contract or the e-Notice Inviting Tender.
9. GST, Cess, License fees, Royalty for construction materials, forest product etc, Toll Tax, Income Tax, Ferry Charges and other Statutory Government Taxes as applicable during project implementation are to be paid by the contractor/bidder. The rates of supply and finished work items are inclusive of these taxes and levy. Tax invoice/bills needs to be submitted by the supplier/bidder for raising claims under the contract after attaining of physical milestones showing separately the tax charged in accordance with the provisions of GST Act, 2017.
10. All working tools & plants, scaffolding, construction of vats & platforms and arrangement of Labour Camps will have to be arranged by the contractor at his/her own cost. The contractor shall clear the site of work and restore all damages made due to the Labour camp, erection of yards and godowns, stores etc within 30 days of completion of work.

11. The contractor shall supply mazdoors, bamboos, ropes, pegs, flags T&P, Machineries and equipments etc. for laying out the work and for taking and checking measurements for which no extra payment will be made.
12. The contractor/bidder should see the site of works and tender documents, drawings etc. before submitting tender and satisfy himself/herself regarding the condition and nature of works and ascertain difficulties that might be encountered in executing the work, carrying materials to the site of work, availability of drinking water and other human requirements & security etc. Work on river banks may be interrupted due to a number of unforeseen reasons e.g. sudden rise in water levels, inundation during flood, inaccessibility of working site for carriage of materials. Engineer-in Charge may order the contractor to suspend work that may be subjected to damage by climate conditions. No claim will be entertained on this account. There may be variation in alignment, height of embankment or depth of cutting, location of revetment, structures etc. due to change of topography, river condition and local requirements etc. between the preparation and execution of the scheme for which the tendered rate and contract will not stand invalid. The contractor will not be entitled to any claim or extra rate on any of these accounts.
13. A machine page numbered Site Order book (with triplicate copy) will have to be maintained at site by the contractor and the same has got to be issued from the Engineer-in-Charge before commencement of work. Instructions given by inspecting officers not below the rank of Assistant Engineer will be recorded in this book and the contractor must note down the action to be taken by him in this connection as quickly as possible.
14. The contractor shall be bound to comply with all the Central & State Pollution Control Acts & Rules during entire construction period.
15. All possible precautions should be taken for the safety of the people and work force deployed at worksite as per safety rule in force. Contractor will remain responsible for his labour in respect of his liabilities under the Workmen's Compensation Act etc. He must deal with such cases as promptly as possible. Proper road signs as per P.W.D. practice will have to be erected by the contractor at his own cost while operating public thoroughfares. Also, display boards containing brief description and name of project with completion target dates shall be erected at a prominent location at the work site by the contractor for public awareness. Insurance of workers and materials is the responsibility of the bidder during entire construction period.
16. The contractor will have to maintain qualified technical employees and/or Apprentices at site as per prevailing Apprentice Act or as stipulated in the contract. No compensation for establishment charge will be entertained.
17. The contractor will have to accept the work programme as per modifications and priority of work fixed by the Engineer-in-Charge so that most vulnerable reach and/or vulnerable stretch is completed before impending monsoon or rise in river flood water level or commencement of canal irrigation water release or for other suitable reasons.
18. Quantities of different items of work mentioned in the departmental tender schedule/BOQ or in work order are only tentative. In actual work, these may vary considerably. Payment will be made on the basis of works actually completed in different items as per specifications and codes, and no additional claim will be entertained for reduction of quantities in some items or for omission of some items. For execution of any additional item or supplementary works within the tendered value with the total completion value remaining within the accepted tendered cost, approval of the Tender Accepting Authority/Government in the Irrigation & Waterways Department would be required.
19. In order to cope with the present system of e-pradan billing, departmental supply of construction materials is discouraged. However, Departmental materials may be issued to the contractor/ bidder to the extent of requirements as assessed and following accounts procedure in the Treasury system of bill payment and in instalments as decided by the Engineer-in-Charge. Issue of materials may be of three categories.
 - i) Materials issued directly to the work and subject to recovery.
 - ii) Materials issued from departmental go down and subject to recovery.
 - iii) Materials issued free of cost.Decision of the Engineer-in-Charge should be final and binding in this regard. He also stands solely responsible for reconciliation of accounts, if materials are issued to the contractor.
20. Any materials brought to site by the contractor subject to approval of the Engineer-in-Charge. The rejected materials must be removed by the contractor from the site at his own cost within 48 hours of issue of the order to that effect. The rates in the schedule are inclusive of cost and carriage of all materials to worksite. The materials will have to be supplied in phase with due intimation to the Sub-Divisional Officer/Assistant Engineer concerned in conformity with the progress of the work. For special type of materials, i.e. Geo Synthetic Bags, HDPE Bags, Geo Textile Filter, Geo jute Filter etc. if any, relevant Data Sheet containing the name of the Manufacturers, Test Report etc. will also be submitted in each occasion. Engineer-in-Charge may conduct independent test on the samples

drawn randomly before according approval for using the materials at site. In this regard decision of Engineer-in-Charge shall be final and binding.

21. For materials under category 19(a),(b)&(c), the contractor will act as the custodian thereof. The materials will have to be carried from the nearest Departmental go-down to worksite by the contractor at his own cost. The contractor shall remain responsible for the proper storage and safety of the materials. Suitable Go-down/ Store shall have to be made by the contractor at his/her own cost. Penalty charges shall be levied at higher rate for loss, wastage, misuse. Surplus materials of the departmental if any, shall have to be returned to the issuing Go-down or store at the contractor's cost within the time frame as fixed by Engineer-in-Charge, otherwise, the cost at penal rate will be recovered from the bill. Indent for departmental materials shall be submitted by the contractor to the AE/S.D.O. at least 7 days in advance of actual requirement. No claim will be entertained for non-issuance of such materials in time but reasonable extension of time will be granted. All materials, whatever be the category thereof, shall be properly stored by the contractor in suitable go downs near the site of work at his own cost & under no circumstances whatsoever shall any material be removed from the site of work without prior written permission of the Engineer-in-Charge. The contractor shall be responsible for any damage, wastage or loss of such materials.
22. The contractor shall also have to satisfy the Engineer-in-Charge regarding the proper utilization of materials which have been issued departmentally.
23. Value of the material, under category (a) & (b) of clause 19, will be recovered from the bills of the contractor in one or successive instalments as may be decided by the Engineer-in-Charge.
24. Requisite quantity of cement as may be required for the work will be supplied from the nearest Departmental go down if stock permits. The issue rate of cement is shown in the Schedule of materials attached. Any excess consumption of cement by more than 5% over the final consumption statement drawn up as per consumption rate specified in the Schedule will be recovered at a penal rate shown in schedule.
25. Reinforcement steel rods/MS sheet piles/bitumen will be issued if stock permits, from the nearest departmental go-down where such material is available in marketable length/quantities. While issuing the same, for any particular work the quantity actually required as per approved drawing shall only be issued. While executing the work, it will be responsibility of the Contractor/bidder as well as the Engineer-in-Charge to get this quantity properly utilized in the work. Cut pieces, if any will not be taken back by the Department. Recovery for the total quantum of steel issued will be made at the issue rate shown in the Schedule below. In case of misuse over +10%, deduction will be made at a penal rate shown in the Schedule below. This whole principle shall apply in case of other M.S materials like sheet piles and structural steel members as well.
26. The work is to be executed strictly as per specification attached with e-NIT and shall confirm relevant Indian Standard Codal provisions and good industry practice. In the absence of any such provision in some items, the tending authority reserves the right to adopt suitable International Code/specifications/standards.
27. All queries and disputes arising out of the works contract during construction phase are to be brought to the notice of the Chairman of the 'Department Dispute Redressal Committee' in writing for decision within 15 days.
28. SCHEDULE OF RECOVERY RATES OF DEPARTMENTALLY SUPPLIED CONSTRUCTION MATERIALS

Sl. No	Name of materials	Issue rate (in `)	Unit	Penalty recovery rate for loss or misuse or wastage (if otherwise not mentioned specifically in the SoR)	Place of delivery
01					
02				NO DEPARTMENTAL SUPPLY OF CONSTRUCTION MATERIAL	
03					

(Digital Signature verified)

Sd/-
Sub-Divisional Officer
Kangsabati Canals SubDivision-XVII,
Bishnupur, Bankura

FORM 1

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

APPLICATION FOR e-TENDER

To,
The Sub-Divisional Officer,
Kangsabati Canals Sub Division-XVII,
Bishnupur, Bankura,

e- Tender No:- **WBIW/EE/KCSD-III/eNIT-04e/2021-22**

Serial No. of Works applied for:-**SL.**

Amount put to e-Tender: **Rs.**

Dear Sir,

Having examined the Technical cover, OID cover & all other e-NIT documents, I/we hereby would like to state that I/we wilfully accept all your conditions and offer to execute the work as per the tenders rules in e-NIT, terms & conditions, specifications, drawings, bill of quantities and corrigenda/addenda, SoR, and Agreement (WB Form No. 2911 involving the e-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 e-NIT. I/We also agree to remedy the defects after/during execution of the above work in conformity with the conditions of contract, specifications, drawings, bill of quantities and addenda/corrigenda.

Dated this _____ day of _____ 202__

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.

(DIGITAL SIGNATURE OF BIDDER)

FORM – 2
Declaration against Common Interest

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

Ref: - e-NIT No. **WBIW/SDO/KCSD-XVII/e-NIT-04e/2022-23** e-Tender ID No.....

Work Sl. No. -

To,
The Sub-Divisional Officer,
Kangsabati Canals Sub Division-XVII,
Bishnupur, Bankura,.

I/We, Sri/Smt. _____, the authorized _____ signatory on behalf _____ of _____ do hereby affirm that I/We/any of the member of _____ bidding against _____ e - NIT No. _____ SI.No. _____ do not have any common interest either as a partner in any 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 _____ 202__

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.

(DIGITAL 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, Circle, 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 or 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 Bidders 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 Apostille 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 and uploaded with digital signature, which shall be treated as the self declaration of the bidder)

Ref:- e-NIT No. WBIW/SDO/KCSD-XVII/e-NIT-04e/2022-23e-Tender ID No.....

Work Sl. No.

**To,
The Sub-Divisional Officer,
Kangsabati Canals Sub Division-XVII,
Bishnupur, Bankura,**

I/We, Sri/Smt. _____, the authorized _____ signatory on behalf of _____ do hereby

affirm that I/We/any of the member of _____ bidding against _____ e - NIT No. _____ Sl.No. _____ are not black listed 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 latest stage this submission is found incorrect, the bidder company along with all its contingent members/owners/partners would be liable to penal actions as decided by the Government under the rules.

Dated this _____ day of _____ 202____

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: _____

(DIGITAL 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 of PDF of BG within 15 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,
The Sub-Divisional Officer,
Kangsabati Canals Sub Division-XVII,
Bishnupur, Bankura,

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/AT PAR ANYWHERE IN INDIA only to be accepted) should be mentioned on the covering letter of issuing Branch.

FORM-7

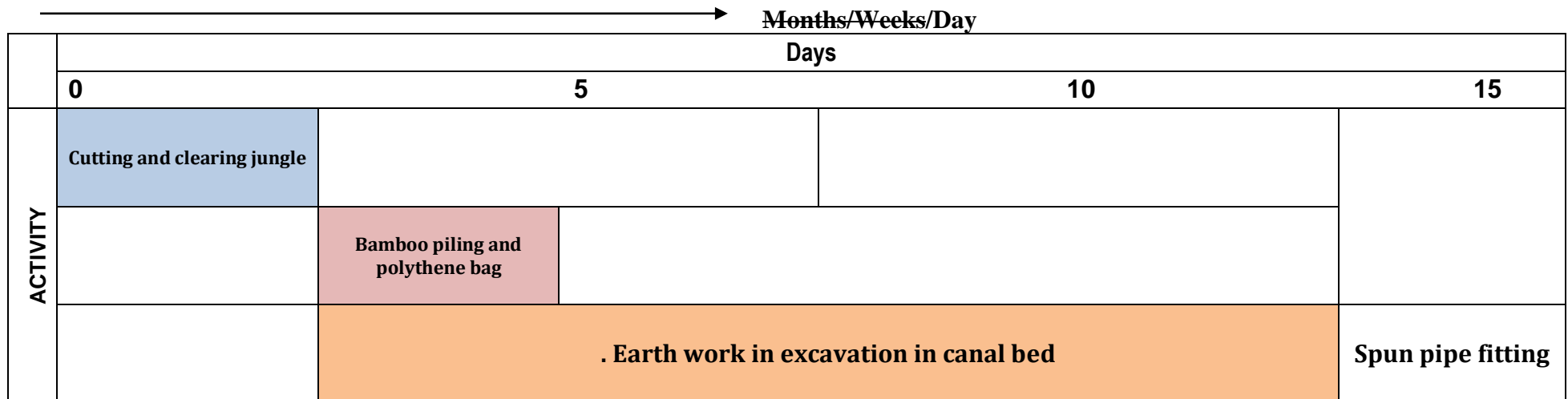
‘BAR CHART’

Tentative work programme for the work:

Name of Work- M/R to canal from ch.241.98 to 273.00 of Dy-20 canal and re-construct outlet pipe under Peardoba Section of Kangsabati Canals Sub-Division No-XVII of Kangsabati Canals Division No-III during the year 2022-2023

e-N.I.T No - WBIW/SDO/KCSD-XVII/e-NIT-04e/2022-23, Work Sl. No. 01

Total work period: 15 (fifteen) days



Sd/-
Sectional Officer
Peardoba Section
Kangsabati Canals Sub-Division No.-XVII

Sd/-
A.E./ Sub-Divisional Officer
Kangsabati Canals Sub-Division No.-XVII
Bishnupur Bankura

FORM-7

‘BAR CHART’

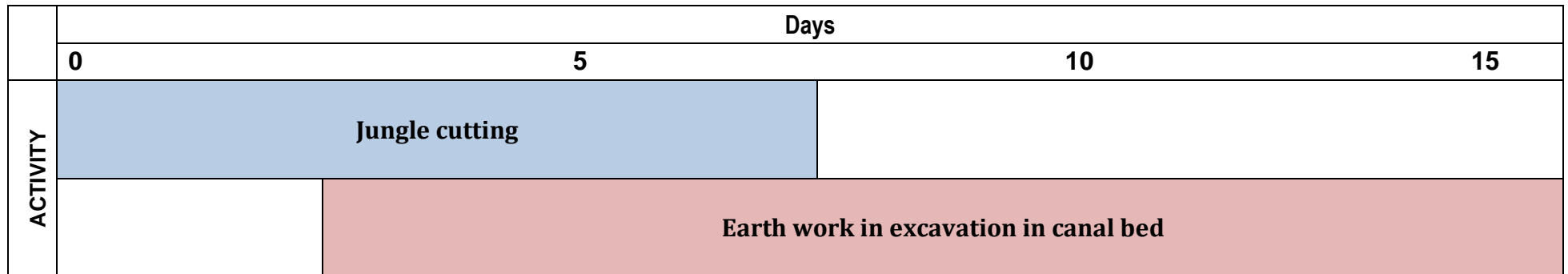
Tentative work programme for the work:

Name of Work- M/R to canal from ch. 0.00 to 55.00 and 126.00 to 160.00 of Minor-E off-take from ch.69.60 of Dy-20 canal under peardoba Section of Kangsabati Sub-Division No-XVII of Kangsabati Irrigation Division-III during 2022-23

e-N.I.T No - WBIW/SDO/KCSD-XVII/e-NIT-04e/2022-23 Work Sl. No. 02

Total work period: 15 (fifteen) days

—————→ **Months/Weeks/Day**



**Sd/-
Sectional Officer
Peardoba Section
Kangsabati Canals Sub-Division No.-XVII**

**Sd/-
A.E./ Sub-Divisional Officer
Kangsabati Canals Sub-Division No.-XVII
BishnupurBankura**



GOVERNMENT OF WEST BENGAL
IRRIGATION & WATERWAYS DIRECTORATE
OFFICE OF THE EXECUTIVE ENGINEER, KANGSABATI CANALS DIVISION NO-III.
BISHNUPUR, BANKURA. PHONE & FAX.: 03244-252074, Email Id: eekcdivn3@gmail.com

Memo No.: 482 / 1(12)

Dated :27.12.2022

Copy forwarded to:

1. The Executive Engineer, K.C. Division No.-III, Bishnupur, Bankura w.r.to his No:386,Dated.12/05/2022.
- 2-4. The B.D.O., Bishnupur/Joypur/ Taldangra Dev. Block.
- 5-7. The Shabhapati, Bishnupur/Joypur/ TaldangraPanchayatSamity.
- 8-11. The Sub-Divisional Officer,Kangsabati Canals Sub-Division No.-IX/X/ XI/XVI.
12. Notice Board of Kangsabati Canals Sub-Division No.-XVII, Bishnupur.

-Sd-

Sub-Divisional officer
Kangsabati Canals Sub- Division No-XVII
Bishnupur,Bankura