



Government of West Bengal
Irrigation & Waterways Directorate
Office of the Superintending Engineer, North-East Irrigation Circle-II
Club Road, Jalpaiguri
E-Mail ID : mpidn30@gmail.com

Memo No. :- 679/21-E

Date :- 24.07.2023

SHORT NOTICE INVITING TENDER NO :- WBIW/SE/NEIC-II/Short-NIT-01/ 2023-24

1. Separate Sealed Tenders in printed form invited by the **Superintending Engineer, North-East Irrigation Circle-II** on behalf of the Governor of West Bengal, for the Works as per list attached herewith from eligible bonafied outsiders having credential of execution **similar nature** of work of Value 40% of the amount put to Tender within the last 5 years.
2.
 - a. Separate Tender should be submitted for each work as per attached List in Sealed Cover super scribing the name of the work on the envelope and addressed to the proper authority.
 - b. Submission of Tender by **post** is not allowed.
- * 3. The Tender documents and other relevant particulars (if any) may be seen by the intending Tenderer or by their duly authorized representative during office hours between **11.00 A.M to 5.00 P.M** on every working day, till **27.07.2023** from the Office of the Superintending Engineer, North-East Irrigation Circle-II, Club Road, Jalpaiguri.
4.
 - a. **Intending Tenderers should apply for Tender papers in their respective Letter Heads enclosing self attested copies of the following documents, original of which and documents like Registered Partnership (for Partnership farms) etc. are to be produced on demand, as well as during interview (if any).**
 - i. Valid **PAN Card** in the name of bidder organization, latest Professional Tax Payment Certificate (PTPC) or PT payment challan for current financial year, valid GST Identification number (GSTIN) document, **Income Tax Return** of I.T Dept. of last financial year, **Trade License** valid upto the date of opening of the Tenders. Application for such clearance addressed to the Competent Authority, subject to production of authenticated receipt may also be considered.
 - ii. For Partnership Firms : Legally valid **Partnership Deed, Form-VIII / Memorandum of Registration** of Registrar of Firms, as applicable.
 - iii. For Companies : **Incorporation Certificate, Memorandum of Articles** of ROC, **List of current owners** / Directors / Board Members.
 - iv. For State Registered Co-operative Societies : **Society Registration certificate** from ARCS in the State, **Society By-laws**, latest available **Auditor's Report** of Directorate of Co-operative Audit within proceeding five years as per Societies Act & Rules.

- v. **Completion Certificate / 100% Payment Certificate** (s) for the Single similar work at least 40% of the value of the work for which Tender Paper is desired, executed within last than 5 (Five) years / preceding three FY (to be determined from the actual year of completion, considering current financial year as Year-1) **along with BOQ / Schedule of Rate and Work Order / Award of Contract** duly authenticated by issuing authority.
- vi. A Statement showing number and value of works presently under execution by the Tenderer under the Irrigation & Waterways Department and other Government Departments / Organization as stated in paragraph 4(b) here under.
- vii. **Declaration** by the Applicant to the effect that there is no other applications for Tender Paper for work in this NIT in which he/she/they has/have common interest. Failure to produce any of the above document may be considered good and sufficient reason for non- issuance of tender paper.

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

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

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

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

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

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

c. If a contractor/bidder fails to physically produce the originals of documents (especially the Credential Certificates), or any other bid document on demand by the Tender Evaluation Committee (HTEC/TEC) within a specified time frame, leading to specific doubts which could not be cleared by enquiry from issuing authority of these documents or if there is any suppression / distortion / falsification noticed / detected / pointed out at any stage of the tender process at any stage prior to signing of Contract-Agreement or the issue of Work Order, the Tender Inviting Authority will immediately bring the matter to the notice of the concerned Chief Engineer and appropriate penal measures as the Government may deem proper will be taken.

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

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

Normally there should be separate CC along with relevant documents for each of the serial of works, the bidder intends to bid and the serial number relevant to the CC should be clearly written on the body of the CC. However, the bidder will also reserve the right to submit one CC along with relevant documents for bidding in more than one serial of work, provided cumulative credential of all such serials should be fulfilled by one single CC. In such case also, serial numbers of the relevant works for which the CC is submitted should be clearly written on the body of the CC by the bidder. Omission of serial numbers on the body of the CC, in case of bidding for more than one serial will lead to rejection of all the bids.

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

7. a. Tender Paper is available free of cost from the Office of the Superintending Engineer, Eastern Circle within the specified date and time as per attached list by the intending Tenderer or by their duly authorized representatives.

b. No Tender Paper will be supplied by post.

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

- *8. Before submitting any Tender the intending Tenderer should make themselves acquainted thoroughly with the local conditions prevailing by actual inspection of the site and take into considerations all factors and difficulties likely to be involved in the execution of work in all respect including transportation of materials, communication facilities, climate conditions, nature of soil, availability of local labourers and market rate prevailing in the locality etc. as no claim what so ever will be entertained on these accounts afterwards. In this connection tenderers may contact the office of the undersigned up to **27.07.2023** between **11.00 A.M and 5.00 P.M** on any working day.
9. Cost towards Earnest Money Deposit (EMD) @ 2 % of the amount put to tender must be submitted in the form of Bank Draft (BD) / Bankers Cheque (BC) / Deposit Call Receipt (DCR) of any scheduled bank of India in favour of Executive Engineer, Jalpaiguri Irrigation Division, Club Road, Jalpaiguri. Payment in any other form e.g NSC, KVP, etc. will not be accepted.
10. Earnest Money for works in open tender, as noted in the list of work, will have to be deposited by the Contractors.
- a. The Tenderer should quote the rate both in figure and in words on the basis of Percentage above/ below or at par the Schedule of Rates attached with the Tender Form and also in the space provided in the Tender Form.
- b. Any Tender containing over writing is liable to be rejected.
- c. All corrections are to be attested under the dated signature of the Tenderer.
11. a. The Tenderer should quote the rate both in figures and in words on the basis of percentage above / below or At Par the Schedule of Rates attached with the Tender Form and also in the space provided in the Tender Form. The rate should be quoted in one single handwriting and preferably with the same ink. Rates quoted in different handwriting shall be treated as informal.
- b. Any tender containing over writing is liable to be rejected;
- c. All corrections are to be attested under the dated signature of the Tenderer without which tender may be informal.
12. When the Tenderer sign his Tender in an Indian Language, the total amount tendered should also be written in the same Language. In the case of illiterate Tenderer the rates tendered should be attested by a witness.
13. The Tenderer who will sign on behalf of a Company or Firm must produce the registered documents (within 3 days from the date of opening the Tender) in support of his competency to enter into an Agreement on behalf of the Company or the Firm under the Indian Partnership Act. Failing which the Tender will not be considered and the deposited Earnest Money will be forfeited.
14. Any Letter or other instrument submitted separately in modification of the sealed tender may not be entertained.

15. The Tenderer should submit a statement at the time of submission of his tender showing the Technical Staff to be maintained for the work, with their technical qualifications, failing which the tender may be liable to rejection.
16. Conditional Tender, which does not fulfill any of the above condition, and is incomplete in any respect, is liable to summarily rejection.
17. In view of introduction of GST with effect from 01.7.2017, all the bidders intending to participate in this tender should offer their bids inclusive of GST applicable for entire composite works / Procurement of goods & services, labour intensive component contained in the BOQ / Schedule of Rate. Income Tax, Royalty, GST (CGST, SGST, IGST), Construction Workers' Welfare Cess, Labour Insurances EPF and similar other statutory levy / cess will have to be borne by the contractor/bidder and his/her quoted rate should be quoted accordingly after considering all these charges, and no separate payment towards any of the statutory taxes rents or levies shall be made by the work implementing authority.
18. The Tender Accepting Authority does not bind himself to accept the lowest tender and reserves the right to reject any or all of the tenders received without assigning any reason whatsoever the intending Tenderers and also reserves the right to distribute the work amongst more than one Tenderers.
19. The Tender will have to, if so desired by the Tender Accepting Authority, submit his analysis to justify the rate quoted by him.
20. The Tender will be opened as specified in the list of works, in presence of the participating Tenderers or their duly authorized representatives who may be present at time of opening and who may also put their signatures in the Tender Opening Register.
21. The successful Tenderer will have to execute the duplicate copies of his tender which will have to be obtained from the office of the concerned **Executive Engineer, Jalpaiguri Irrigation Division**, within **3 (Three) days** from the date of receipt of the intimation of acceptance of his tender failing which the Earnest money shall forthwith stand forfeited in favour of the Government and the Communication of acceptance of the tender shall automatically stand cancelled.
22. If any Tenderer withdraws his tender before its acceptance or refuses / fails to convert it into a reason contract within a reasonable time, without giving any satisfactory explanation for such withdrawal/ refusal / failure he shall be disqualified for submitting any Tender in the concerned Division / Circle for a minimum period of one year and his case will be referred to the Government for order as to what further action will be taken against him.
23. The successful Tenderer will have to abide by the provisions of the West Bengal Contract Labour (Regulation and Abolition) Rules, 1972 and such other Acts as may be applicable as will be force from time to time.

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

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

The Additional Performance Security shall have to be submitted by the selected L1 bidder after issuance of Letter of Acceptance / Letter of Invitation (LoA/LoI) within next seven working days and before issuance of Work Order in the form of "Bank Guarantee" of any Scheduled Bank approved by RBI, payable at Kolkata or / in West Bengal, as per specimen format **Form-6**. Else, its/their Earnest Money Deposit (EMD) will be forfeited without any prejudice by the Tender inviting authority.

The said Bank Guarantee (BG) shall have to be valid up till the end of the contract/Agreement period including extended time period till 100% physical completion of work in all respects and shall be renewed within validity period accordingly if required. The said Bank Guarantee shall remain in custody of the DDO & Executive Engineer in-charge of the work, which shall be returned to the bidder/contractor after successful physical completion of the work as per contract. If the bidder fails to complete the work successfully, this Additional Performance Security shall be forfeited at any time during the pendency of the contract period after serving proper notice to the contractor/bidder agency. Necessary provisions regarding deduction of security deposit from progressive bills of the contractor in respect of the tendered work shall be governed as per relevant clauses of the tender contract/Agreement which will in no way be affected / altered due to this Additional Performance Security.

Sealed Tender should be dropped in the Tender Box at the office of the Superintending Engineer, North-East Irrigation Circle-II, Club Road, Jalpaiguri, in presence of departmental officials.

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

***Categorization of Works :-**

1. Earthwork : Earthwork in excavation / filling for embankment canal, drainage channels executed under Irrigation & Waterways Department.
2. Protection Work : All kinds of river/ channel, Bank/ embankment , protection works (with boulder, C.C. Blocks, revetment works, Sausage, Brick Blocks, Dry Brick Pitching etc.
3. Lining Work : All kinds of water lining / brick block pitching / dry brick pitching in canal / drainage channels etc.
4. Hydraulic Structures : Aqueducts, Regulators, Syphons, Bridges across Waterways, Sluice, Dams, Barrages etc.
5. M.S. Structural Works etc. : R.S.J.Bridges, Gates of all kinds, electrical installation, pumps and machinery. The above list only indicative and not exhaustive.
6. Soil Exploration & Investigation : Aqueducts, Regulators, Syphons, Bridges across Waterways, Sluice, Dams, Barrages etc.

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
1	Cement		MT	2 (Two) times issue rate	Departmental Godown
2	Reinforcement steel rods, structural steel members, M.S sheet Piles		MT	2 (Two) times issue rate	-do-
3	Bitumen		MT	2(Two) times issue rate	-do-

Sd/-
 Superintending Engineer
 North-East Irrigation Circle-II
 Club Road, Jalpaiguri

FORM 1

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

APPLICATION FOR Short-TENDER

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

NIT No - WBIW/SE/NEIC-II/Short-NIT-1(e)/23-24

Serial No. of Works applied for :-

Amount put to Tender: Rs

Dear Sir,

Having examined the Technical PQ cover, OID cover, Corrigendum (*optional) & entire e-NIT documents, I/we hereby would like to state that I/we willfully accept all your conditions and offer to execute the work as per the tenders rules in e-NIT, terms & conditions, specifications, drawings, bill of quantities and corrigenda/addenda, SoR, and Agreement (WB Form No. 2911(i)/(ii) 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 during execution and up to end of security period of the above work in conformity with the conditions of contract, specifications, drawings, bill of quantities and addenda/corrigenda.

Dated this _____ day of _____ 2023

Full name of Bidder / Contractor: _____

Name in full of Signatory/s*: _____

In the capacity* of: _____

Duly authorized to sign bid

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

(In block Capital letters or typed)

Office address with seal:

Telephone no(s) (office): _____

Mobile No: _____

Fax No: _____

E mail ID: _____

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

(SIGNATURE OF BIDDER)

FORM – 2
Declaration against Common Interest

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

Ref:- NIT No - WBIW/SE/NEIC-II/Short-NIT-1(e)/23-24

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

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

I/We, Sri/Smt. _____, the authorized signatory on behalf of _____ do hereby affirm that I/We/any of the member of..... bidding against e-NIT No. WBIW/SE/NEIC-II/Short-NIT-1(e)/23-24 Sl. No. 01(One) do not have any common interest either as a partner in any other partnership firm /consortium/Joint Venture or as Proprietor / Principal Share Holder of any other Firm/Company in the same serial for the work I / we want to participate.

Dated this _____ day of _____ 2023

Full name of Bidder / Contractor: _____

Authorised Signatory: _____

In the capacity of: _____

Duly authorized to sign bid

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

(In block Capital letters or typed)

Office address with seal:

Telephone no(s) (office): _____

Mobile No: _____

Fax No: _____

E mail ID: _____

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

(SIGNATURE OF BIDDER)

FORM – 3
Power of Attorney for signing of Contract/Tender Agreement *

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

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

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

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

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

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

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

- 1.
- 2.

Signed & accepted

Notarized

Notes:

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

This is only a specimen format and the bidder may submit any other legally valid format by bidder organization 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:- NIT No WBIW/SE/NEIC-II/Short-NIT-1(e)/23-24

Tender No.....

List of Work Sl. No.....

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

I/We, Sri/Smt. _____, the authorized signatory on behalf of _____ do hereby affirm that I/We/any of the member of..... bidding against e-NIT No. WBIW/SE/NEIC-II/Short-NIT-1(e)/23-24 Sl. No. 01(One) are not black listed suspended or debarred from participation in State Government procurements and tenders in the Irrigation & Waterways Directorate, Government of West Bengal, other Departments of the State Government and Government of India on the date of publication of this Notice Inviting Tender (NIT).

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

Dated this _____ day of _____ 2023

Full name of Bidder / Contractor: _____

Authorised Signatory: _____

In the capacity of: _____

Duly authorized to sign bid

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

(In block Capital letters or typed)

Office address with seal:

Telephone no(s) (office): _____

Mobile No: _____

Fax No: _____

E mail ID: _____

(SIGNATURE OF BIDDER)

FORM-5*

Power of Attorney for Lead Member of Consortium/Joint Venture

(To be submitted in Non-Judicial Stamp Paper of appropriate value, which shall be treated as the self declaration of the bidder Consortium/Joint Venture as their joint affidavit-Specimen format, bidder may furnish in any other legally accepted format)

Whereas the Governor of West Bengal represented by having its Head Quarters at,PIN-.....Phone No....., e-mail ID & Principal office at Jalasampad Bhawan, Salt Lake, Sector-II, Bidhannagar, Kolkata, PIN 700091, in West Bengal (“The Authority”) has invited bids from eligible, bonafide, registered companies/registered joint ventures or consortiums, having desired credentials within India for the Project, Irrigation & Waterways Department, Government of West Bengal”;

AND Whereas, (1).....,(2) and (3)..... (collectively the “Consortium”/Joint Venture) being Members of the Consortium/Joint Venture are interested in bidding for the Project in accordance with the terms and conditions of the Tender and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium/JV to designate one of them as the Lead Member with all necessary power and ‘The Authority’ to do for and on behalf of the Consortium/Joint Venture, all acts, deeds and things as may be necessary in connection with the Consortium/Joint Venture’s bid for the Project and its execution;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, M/s....., having our registered office at, and M/s....., having our registered office at, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s, having its registered office at, being one of the Members of the Consortium/Joint Venture, as the Lead Member and true and lawful attorney of the Consortium/Joint Venture (hereinafter referred to as the “Attorney”) and hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium/JV and any one of us during the bidding process and, in the event the Consortium/JV is awarded the Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium/JV, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium/Joint Venture and generally to represent the Consortium/Joint Venture in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium/Joint Venture’s bid for the Project and/ or upon award thereof till the Agreement is entered into with the Authority;

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

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

For
(Signature, Name & Title)

For
(Signature, Name & Title)

For
(Signature, Name & Title)

(Executants/s)

(To be executed by all the Members of the Consortium/Joint Venture)

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 and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

2 Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

3 For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostle certificate.

(* This is a specimen sample and the Consortium/Joint Venture is at liberty to furnish this affidavit in any legally valid format in India for Works contract)

(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 tender Schedule or below by more than 20% of the tender Schedule, non submission within next 3 *working days* from date of issuance of LOA will lead to rejection of selected bidder.

Similar standard format issued by RBI approved Bank pledging Bank Guarantee of the required value and period in favour of Engineer-in-Charge is acceptable)

To,

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

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

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

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

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

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

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

We (Indicate the name of the bank and branch) further agree to pay to you any money so demanded 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)

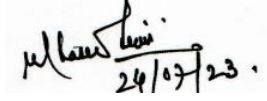
NOTES:

- 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.

Copy forwarded for information and wide circulation through the office Notice Board to the:

1. Chief Engineer-North-East, I & W Directorate, Club Road, Jalpaiguri.
2. Superintending Engineer, North-East Irrigation Circle-I, Debibari, Coochbehar.
3. Superintending Engineer, Teesta Barrage Circle, 2nd Mile, Sevoke Road, Siliguri.
4. Superintending Engineer, Mahananda Barrage Circle, Tinbati, Siliguri.
5. Superintending Engineer, North Bengal Mechanical & Electrical Circle, Tinbati, Siliguri.
6. Executive Engineer, Jalpaiguri Irrigation Division, Club Road, Jalpaiguri.
7. Executive Engineer, Siliguri Irrigation Division, Nabin Sen Road, Siliguri.
8. District Magistrate, Jalpaiguri.
9. Estimating Section, North-East Irrigation Circle-II, Club Road, Jalpaiguri.
10. Notice Board, North-East Irrigation Circle-II.



Handwritten signature and date: 24/07/23.

Superintending Engineer
North-East Irrigation Circle-II
Club Road, Jalpaiguri

GOVERNMENT OF WEST BENGAL

IRRIGATION & WATERWAYS DIRECTORATE

Office of the Superintending Engineer, North-East Irrigation Circle-II

Club Road, Jalpaiguri

e-Mail ID : mpidn30@gmail.com

SHORT NOTICE INVITING TENDER NO : WBIW/SE/NEIC-II/Short NIT-01/ 2023-24

1. Last date and time of receiving Application: 27.07.2023 up to 3.00 P.M.(AT THE OFFICE OF SUPERINTENDING ENGINEER NORTH-EAST IRRIGATION CIRCLE-II.)
2. Last date and time of Issue of Tender document: 28.07.2023 up to 5.00 P.M.(AT THE OFFICE OF SUPERINTENDING ENGINEER NORTH-EAST IRRIGATION CIRCLE-II.)
3. Date and time of Receiving Tender document: 31.07.2023 up to 3.00 P.M.(AT THE OFFICE OF SUPERINTENDING ENGINEER NORTH-EAST IRRIGATION CIRCLE-II.)
4. Date and time of Opening Tender Documents: 31.07.2023 after 3.30 P.M. (AT THE OFFICE OF SUPERINTENDING ENGINEER NORTH-EAST IRRIGATION CIRCLE-II.)

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

Sl No.	Name of Work	Designated Executive Engineer to function as DDO & EIC (In case of more than one is engaged, EIC to be decided by the Tender Accepting Authority)	Amount Put to Tender (Rs.)	Earnest Money Deposit (Rs.)	Time allowed for Completion	Source of fund	Eligibility of Contractor(*)	Physical Milestones for completion of each work within stipulated time
1	2		3	4	5	6	7	8
1	Emergent Construction of R.S.J Bridge over drainage channel at Village-Hudugach in P.S & Block-Rajganj, District-Jalpaiguri.	Executive Engineer, Jalpaiguri Irrigation Division, Club Road, Jalpaiguri.	24,22,744.00	48455.00	21 days	SDS Maintenance	Contractors having credential of execution of similar nature of work of value 40% of the amount put to tender within the last 5 years.	50% of Work within 10 Days & balance 50% of work within last 11 Days.

Sd/-

Superintending Engineer
North-East Irrigation Circle-II

