

## **Annexure-I**

**(Enclosure to I&WD Notification No. 32-(W)/2016-17 dated 16.11.2016)**

### **RFQ (Request for Qualification)**

**(NATIONAL COMPETITIVE e-BIDDING)**

**Government of West Bengal**  
**Irrigation & Waterways Directorate**  
**Office of the Superintending Engineer**  
**South West Mechanical & Electrical Circle**  
**DVC New Colony, Durgapur-02, Paschim Bardhaman**  
**E-mail –swmec.dgp@gmail.com**

**NOTICE INVITING e-RFP (e-Request for Qualification)**

**e- RFP No - WBIW/SE/SWMEC/RFP-01(e)/2024-25**

e-Request for Proposal (e-RFP) through on-line bidding process is being invited by the **Superintending Engineer, South West Mechanical & Electrical Circle, Irrigation & Waterways Directorate** on behalf of the Governor of West Bengal in the e-Procurement portal of the State Government for the work mentioned in next page from eligible and resourceful bonafide Contractors/Agencies having desired previous credential and financial capabilities for execution of works of similar nature.

Intending contractors/bidders interested for participating in the e-Request for Proposal (e-RFP) are to login the website [www.wbiwd.gov.in](http://www.wbiwd.gov.in) (the official website of Irrigation & Waterways Department, Government of West Bengal) and click the “e-Procurement” link provided therein. They may also visit the designated Government of West Bengal e-Tender website having URL <https://wbtenders.gov.in> for the same e-RFP. The e-RFP can be searched by typing **WBIW/SE** in the search engine provided in the website/s, by logging-in the designated link of concerned Superintending Engineer. Contractors/Agencies willing to take part in the of e-Request for Proposal (e-RFP) are required to obtain valid Digital Signature Certificate (DSC) from any of the authorized ‘Certifying Authorities’ (CA) under Controller of Certifying Authorities (CCA), The Department of Electronics & Information Technology (DEIT), Govt. of India. (viz. NIC, n-Code Solution, Safescrypt, e-Mudhra Consumer Services Ltd, TCS, MTNL, IDRBT) or as notified by the CA /Finance Department, Government of West Bengal from time to time. DSC is given as a USB e-Token. After obtaining the Class 2 or Class 3 Digital Signature Certificate (DSC) from any of the above CA, they are required to register the fact of possessing the DSC through the registration system available in the above mentioned e-Procurement webpage. A list of such licensed CAs’ is also available in the CCA website [cca.gov.in](http://cca.gov.in). The prospective contractors / bidders may contact the e-Tender State Level Help desk located at 7th Floor, Jalasampad Bhavan, Bidhannagar (Salt Lake), Sector-II, Kolkata through e-mail ID :[irrigationhelpdesk@gmail.com](mailto:irrigationhelpdesk@gmail.com) or ID: [dvcsc6816@gmail.com](mailto:dvcsc6816@gmail.com) and Telephone No. 033-23346098 on any working week day between 11.00 AM-5.00 PM for any query on e-Procurement, obtaining DSC, training on e-bid procedure free of cost.

Intending contractors/bidders are required to download the e-RFP documents directly from either of the websites stated above. The interested bidders eligible for the e-RFP may submit their bids through the e-Procurement system using their valid DSC e-Token with assigned PIN and using login ID and password. **This is the only mode of submission of bids.** Detailed procedure of submission procedure has been explained in the ‘Bidders Manual’ for participating in e-tender of the State Government, which is available in the Departmental website [www.wbiwd.gov.in](http://www.wbiwd.gov.in) . Minimum period of time to be given to the contractors/Bidders for submission of e-RFP is counted from the date on which the notice inviting e-RFQ containing e-RFP-EPC is actually published in the newspaper(s). In case of publication of the e-RFQ notice in more than one newspaper, all the advertisements should appear simultaneously on the same day in all newspapers. Also, uploading of the notice including e-RFP-EPC documents in the State Government e-Procurement portal shall be such the e-RFP documents are to be visible in the website <https://wbtenders.gov.in> as soon as the brief referral advertisement appears in the newspaper(s).

**Last date & time of submission of on-line bid in the e-RFP is on 28.10.2024 till 11.30 hours.**

The interested bidders/contractors must read the ‘Terms & Conditions’ contained in the Notice Inviting e-bid (e-RFQ) carefully. He/she should particularly go through the eligibility criteria, and satisfy himself/herself of the mandatory requirements. Contractors/bidders desirous of participating in the e-RFP are eligible to e-bids for the Project only if they fulfill the minimum eligibility criteria and are in possession of all the required credential and documents in original.

All information posted in the website consisting of e-RFQ notice, e-RFP-EPC Agreement with Schedule A to P, Appendix-1 to VII, Forms-1 to 4, Bill of Quantities (BOQ), Bidder details, Specifications, corrigenda and drawings, Project Specific details, if any, shall form a part of the e-RFP document.

**LIST OF WORK**

e-RFP No - **WBIW/SE/SWMEC/RFP-01(e)/2024-25**

Sl. No.	Name of Work	Designated Executive Engineer with Headquarter	Assessed Estimated Value of work* (Rs)	Bid Security to be Deposited as EMD (Rs)	Total time allowed for complete on (In days)	Source of Fund	Financial requirements to match the credential in terms of execution of similar items in previous project (**)	'Physical Milestones' for completion of each work within stipulated time (Refer to Clause 19 of the General Terms & Conditions)
1	2	3	4	5	6	7	8	9
01	Replacement of Gate No 33 & 34 with new shutters without depending of Durgapur Barrage & Special repair and maintenance of 02(two) nos emergency floating gates along with necessary replacement of valves including painting over river Damodar at Block & P.S Barjora, District Bankura.	Executive Engineer, Durgapur Mechanical & Electrical Division	378.00 Lakh	7.56 Lakh	420 days	State Plan	<p>Bonafide contractors/bidders having following criteria:</p> <p><b>I. BOQ/Gross Bill Value</b> (without contractual rate in both the cases) of 100% completed works within preceding five years relating to(Project) <b>at least 1 (one) 'similar nature' work under Government sector relating to SITC of gate of minimum size 90 sqm of any hydraulic structure of gross monetary value of Rs.151.20Lakh</b>, as, fixed by the Departmental QBEC (clause 7 iii).</p> <p><b>II Eligibility:</b></p> <p><b>A. Previous Work Credential desired in e- RFQ:</b>                      Net notional amount of single work within last 5(five) financial years:                      a) Individuals Firms, Partnership Firms, Limited Company and other bonafide organizations except Consortiums and Joint Ventures having successfully completed single work 100% of BOQ/Gross Bill Value (without contractual rate in both the cases) for Rs. 151.20 Lakh                      b) For Consortium &amp; JV is Rs.302.40 Lakh.</p> <p><b>B Annual turnover credential for RFQ:</b>                      a) Annual Turnover of the bidder except for Consortium or JV for a particular FY within preceding five FY as stated in clause 7 iii c, and in Form-2 should be at least Rs.151.2Lakh.                      b) The same for a Consortium or any JV should be at least Rs.453.6Lakh. (Both <b>A.</b> &amp; <b>B</b> stated above should be fulfilled for qualifying in Technical bid stage in the e-RFQ and all claims for above credentials are to be substantiated with valid documents converted in PDF during submission of online bids as stated in this RFQ later )</p>	Physical Project Milestones determined to complete the implementation of 100% Project work within the scheduled date of completion have been stated at Appendix-III of RFP and in terms of Schedule-I & Schedule-J of the EPC-Agreement.

**(\*\*) For Consortium & JV, additional criteria may be referred under Clause 1, Cl.4.2, Cl.7 & Cl. 8 of General Terms & Conditions.**

## General Terms & Conditions\_for the e-RFP

### 1. Eligibility for participation

All Bonafide contractors/Agencies/Organizations, viz Registered Companies/ Firms and Registered Partnership Firms, Proprietorship Firms, Registered Consortium & valid 'Joint Venture Firms' and contractors/bidders of equivalent grade or class having credential with the State Government of West Bengal, Union Government Departments/ Other State Government Departments/ Engineering Wings of GoI /IRCON/RVNL and other similar organizations of GoI and State Governments/PSU of Government of India and other States relating to execution of 'similar nature relating to SITC of gate of minimum size 85sqm of any hydraulic structure' works are eligible to participate depending on the criteria as laid down in the subsequent Para.

**Note:** *In case of consortiums, maximum number of constituents shall be restricted to 5 (five) and each of the constituent must have at least 10% work credential as well as at least 10% annual turnover from business in preceding 3 years within zone of consideration. Individual Constituents of a Consortium cannot form another Consortium.*

### 2. Participation in more than one serial of work in e-RFP

Any contractor/bidder may submit bids for a maximum of 50% of the total number of works (rounded up to next higher integer) published in any particular e-RFQ notice depending on his/her previous work credential and financial capability, details of which have been stated later.

3. A 'Pre-Bid' meeting will be held in the office chamber of the Superintending Engineer, South West Mechanical & Electrical Circle on 14.10.2024 & 21.10.2024, in order to acclimatize the prospective contractors/bidders through an interactive open session, replying to their queries, and clear doubts in connection with the work/s, if any.

### 4. Submission of bid

#### 4.1 General procedure for submission of e-RFP

Bids are to be submitted on-line through the website/s as stated earlier. **All the documents uploaded in the e-RFQ/e-RFP by the Superintending Engineer, South West Mechanical & Electrical Circle, Irrigation & Waterways Directorate forms an integral part of the contract/ agreement. Contractors/bidders are required to upload the entire set of bid documents along with other related documents as asked for in the e-RFP through the above website/s within the stipulated date and time as given in the e-RFQ notice.** Bids are to be submitted in two folders at a time for each work, one being 'Technical Proposal' and the other 'Financial Proposal'. The contractor/bidder shall carefully go through all the documents of the e-RFP and prepare to upload the scanned documents in Portable Document Formats (PDF) files in the designated link in the web portal as their Technical Bid. He/she needs to quote his / her offered rates of items/amounts in Rupees in the BOQ downloaded for the work in the designated cell of Excel sheet only and upload the same again in the designated link in the portal as their Financial Bid. Documents uploaded are virus scanned and digitally signed using the Digital Signature Certificate (DSC). Contractors/bidders should especially take note of all the addenda and corrigenda related to the e-RFP and upload all of these documents also as a part of their bid document.

**Documents & data once finally submitted on-line by the bidders comprising his/her/their Technical bid (under Technical/Pre Qual. Cover) together with Financial bid (in Financial Cover) cannot be changed or withdrawn after last/end date & time of electronic bid submission in the e-RFP.**

#### 4.2 Technical Proposal

The Technical Proposal should contain scanned copies and/or declarations in the following standardized formats in two covers (folders).

##### A. Technical Cover containing:-

- i. e-Notice of RFP (RFQ) ( to be submitted in "e-NOTICE" folder )
- ii. Addenda/Corrigenda: If published; (to be submitted in the 'e-NOTICE' folder merged with 'e- NOTICE' already uploaded as pdf file)
- iii. RFP & EPC Agreement with all Schedules ( to be submitted in "EPC-RFP" folder )
- iv. Project specific detailed Scope of Work including Specifications & standards (to be downloaded digitally signed and uploaded in pdf format in "SPECIFICATIONS" Folder)
- v. Project specific requirements of the RFP to be uploaded in the 'APPENDIX' folder (vide Appendix I, II, III, IV and VII)
- vi. Application for e-RFP (vide Form-1) ( to be submitted in "FORMS" folder )
- vii. Annual Turn-over from business: Profit and loss accounts statement in the prescribed form with annual turnover of last three financial years or during the period since formation of the Company/Firm, if it was set up in less than three year period. (vide Form-2 to be submitted in "FORMS" folder)

- viii. Credential Certificate (vide **Form- 3** to be submitted in **“FORMS”** folder)
- ix. Declaration of not having common interest in the same serial (vide **Form-4** to be submitted in **“FORMS”** folder)
- x. Drawings. (To be submitted in **“DRAWINGS”** folder)

**NOTE:** i. Contractors/bidders are to keep track in the stated website for all Addenda and Corrigenda published for a particular e-RFP and upload all the above digitally signed by him/her along with his/her bid, e-bids submitted without addendum/corrigendum are liable to be treated as informal and thereby rejected.

ii. e-bid will be summarily rejected if any of the aforesaid items are found to be missing in the on-line e-bid submitted and cannot be incorporated at the latest stage.

iii. Only pdf document to be uploaded of maximum size **2 MB** for each Technical / Pre-Qual folder.

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

**Note: Maximum permissible size of total OID document in pdf (from Sl. A to G) is 25 MB.**

Sl. No.	Folder Name	File Description	Details	Remarks if any
<b>A</b>	<b>Certificates</b>	<i>certificates.pdf 1</i>	<ol style="list-style-type: none"> <li>Professional Tax Payment Certificate (PTPC)</li> <li>PAN Card</li> <li>Value Added Tax (VAT) Registration Certificate in West Bengal (TIN)/CST Registration for other States</li> <li>Latest I.T Return Receipt</li> </ol>	Details under Clause 4.2.C
<b>B</b>	<b>Company Details</b>	<i>companydetails.pdf 1 companydetails.pdf 2</i>	<ol style="list-style-type: none"> <li>Proprietorship Firms (Trade License)</li> <li>Partnership Firms (Partnership Deed, Trade License, Form-VIII (optional) or Memorandum of Registration)</li> <li>Companies (Incorporation Certificate, Trade License, Memorandum of Articles of ROC, List of owners/ Directors/Board Members)</li> <li>Consortiums and Joint Venture (JV). Trade License, Certified copy of Form-VIII, Deed of Consortium/JV.</li> </ol>	-do-
<b>C</b>	<b>Credential</b>	Credential pdf 1 Credential pdf 2	<ol style="list-style-type: none"> <li>BOQ duly authenticated by issuing authority as per Cl.6&amp;7, and work order/LOA containing cluster of items of major sub component.</li> <li>Completion Certificates of 100% completed work containing PLC-SCADA work of value desired in the RFQ, or,</li> <li>Gross bill of 100% completed work including excess and supplementary items beyond the scope of original BOQ mandatorily authenticated by appropriate authority.</li> </ol>	-do-
<b>D</b>	<b>Declarations</b>	Declaration.pdf1 Declaration.pdf2 Declaration.pdf3	i. Certificates on Warranty related services, software licenses, Design, Installation and commissioning & calibration services. Manufacturers' certificates of equipments and spares.	
<b>E</b>	<b>Financial credential</b>	P/L Audited Balance-sheet for year -1.pdf P/L Audited Balance-sheet for year -2.pdf P/L Audited Balance-sheet for year- 3.pdf	Profit & Loss account audited by Licensed Firm balance sheets with annexure containing the appropriate designated Forms 3CA/3CD/3CB, as applicable for at least preceding 3 financial years.	-do-
<b>F</b>	<b>Machinery</b>	Machinery.pdf.1 Machinery.pdf.2	List of major machineries and equipments owned and hired to be deployed for the project,  (Authenticated copies of Invoice/Challans/ Waybills are desirable). <b>(vide Appendix-VI)</b>	

<b>G</b>	<b>Manpower</b>	Technical-Manpower- details.pdf1 Organizational- Structure.pdf2 O&M, Training personnel-details.pdf.3	i. Technical-manpower for implementation of the project on pay role of the bidder/ company or on contract, ii. For extended warranty period deflect liability, iii. Training experts, security, organizational setup and iv. Hierarchy of the Company Management, ( vide <b>Appendix-V</b> )	
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\* OID denotes Other Important Documents.

C. i. Certificate/s: (*name of the file should be “certificates.pdf”*)

- a. Professional Tax Payment Certificate (PTPC) valid for the current financial year/latest as per rules and PAN Card. Application for PAN addressed to the competent authority may also be considered.
- b. Value Added Tax (VAT) /CST Registration Certificate for outside State bidders;
- c. Latest Income Tax Return receipt.

ii. Company Details: (*name of file should be “companydetails.pdf”*)

A. Details for Consortiums formed out of Proprietorship Firms / Partnership Firms

Deed of Consortiums formed with Partnership Firm etc, and documents of their registration in the form of certified copy of ‘Form No. VIII,’ issued under the Indian Partnership Act, 1932 (Act-IX of 1932) by the Registrar of Firms.

Any change in the constituent of the Consortium/Partnership Firm should also be intimated to the office of the Registrar of Firms prior to submission of application in the e-RFP and a certified copy of the revised Form No. VIII showing changes in its constituents are required to be submitted. If the Consortium is yet to receive a certified copy of the revised Form No. VIII, it would be required to submit the aforesaid undertaking on-line along with his/her bid.

*Note: An affidavit regarding authorized user of DSC for Consortium and a declaration regarding such authorization for Limited Companies is required to be submitted on-line with the e-RFP. Scanned copies in pdf file of competent authority are to be submitted, if the power is delegated for signing of bid/s to persons other than the applicant contractor/bidder.*

B. Registered Companies (*“companydetails.pdf”*)

- a. Trade License for Proprietorship Firms/ Partnership Firms/Companies.
  - b. ‘Memorandum of Articles’, for Companies registered by the Registrar of Companies (ROC) under Indian Companies Act,1956.
  - c. Any other document, showing name with signature of all latest Owners/Directors/Board Members.
- iii. Credential: Scanned copy of previous work credential within last 5 years issued in favour of the contractor/bidder as detailed under clause 6 of RFQ (e-Notice).  
Bill of Quantities (BOQ) along with Work Order/LOA, duly authenticated by the competent authority as supporting document against Form-3 to be submitted under OID cover in the credential folder (*name of file should be “credential.pdf 1”*).

In case of execution of supplementary/substitute supplementary items having value more than 30% of BOQ, final gross value of bill (without *contractual rates*) including such supplementary / substitute supplementary items may be considered to ascertain similarity in nature of work and authenticated copy of such bills may be uploaded with the on-line bid submitted, if made available and desired by the bidder (name of file should be **“credential pdf 2”**).

iv. Financial Information:

- a. Balance Sheet: Audited Balance Sheets including Profit & Loss Accounts of the preceding three financial years with licensed auditor's certificate regarding Annual Turnover from business in Forms 3CA/3CB/3CD as applicable in a financial year. The audited Balance Sheet shall contain Annexure Form 3CA/3CB/3CD as applicable u/s 44AB of IT Act 1961. **Auditor’s certificate must contain his/her Membership No./ Registration No. of Registered- Audit Firm/CA Firm with valid licenses.**

The Annual Turn Over for last 3 financial years to be submitted under Technical/Pre-Qual. cover in ‘**FORMS**’ folder, vide Form- 2.

Profit & Loss Accounts of the preceding three financial years to be submitted under OID cover in the ‘**Financial-Credential**’ folder.

*Note: The QBEC would verify the documents from the source of issue and fully satisfy them before technically qualifying the bidder for going ahead with the next stage of financial bid opening in the e-RFP.*

*If the company was set up less than three years ago, audited balance sheet for the number of years since inception is to be submitted.*

- v. **Others:** Major Machinery both owned and to be hired and Technical Manpower details both under Pay Roll and to be hired for the project is to be furnished as per **Appendix VI** and **Appendix-V** to be furnished under separate 'APPENDIX' folder under Technical cover.

**Note: Failure to submit of any of the above mentioned documents in the e-RFP may render the e-bid liable to summarily rejection.**

#### **4.3 Financial proposal / bid under Financial cover:-**

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

**Bill of Quantities (BOQ):** The contractor/bidder is required to quote the rate in Rupees (INR) both in numeric as well as in words in English against each item of the on-line BOQ in the space marked for quoting offered bid in the BOQ. **However the L1 bid (Lowest bid price) would be determined only on the basis of overall bid price in respect of the total BOQ of the RFP and not on the rates of individual items or subcomponent works of BOQ.**

#### **NOTE:**

- a. *BOQ without a valid offered bid at the designated space provided in the BOQ will be rejected.*
- b. *In cases where BOQ has been changed by **the Superintending Engineer, South West Mechanical & Electrical Circle** by way of on-line issuance/uploading of addendum/ corrigendum, contractors/bidders are required to upload the revised BOQ within this offer. If bids are submitted prior to the date of publication /uploading of addendum/corrigendum, the contractor/bidder is required to resubmit the bids on-line along with the revised BOQ. If the revised BOQ is not found subsequently during financial evaluation, the bid will be rejected.*
- c. *Only downloaded copies from e-RFP of the above document in excel sheet is to be uploaded by the contractor/bidder during on-line bid submission).*

#### **5. Bid Security Deposit also identified as EMD**

- i. **RFP document Fees:** Entire set of e-RFP documents are made available free of cost through the State Government e-procurement portal having URL <https://wbtenders.gov.in> and also the 'The Departmental website [www.wbiwd.gov.in](http://www.wbiwd.gov.in). No cost for e-RFP document shall be charged even during execution of the formal contract / agreement. However, the contractors/bidders may wherever necessary be charged suitably for asking for additional/multiple copies of maps, specifications, Schedule of Rates booklet (SoR) etc. and such fee may be suitably determined by **the Superintending Engineer, South West Mechanical & Electrical Circle** as per norms.
- ii. **Bid Security or Earnest Money Deposit (EMD):**

Payment of 'BID SECURITY' is compulsory for being considered as eligible and valid bid except if specially exempted by the Finance 'The Authority', Govt. of West Bengal. Traditional procedure of depositing 'BID SECURITY' through off-line instruments like Bank Draft, Pay order, Bank Guarantee, Bankers Cheque etc. has been completely dispensed with for all e-RFPs/e-procurements of the State Government, w.e.f 1<sup>st</sup> September, 2016. Intending bidders desiring to make payment of Earnest Money ('BID SECURITY') have to transaction in the on-line system of e-RFP and should beforehand read the instructions carefully, particularly in the challan generated in the system of e-procurement, if opted for 'BID SECURITY' payment through RTGS/NEFT.

##### **A. Login by bidder:**

- a. A bidder desirous of taking part in an e-RFP shall login to the e-Procurement portal of the Government of West Bengal using his/her login ID and password by a valid DSC.
- b. He/she will select the e-tender /RFP to bid and initiate payment of pre-defined 'BID SECURITY' for that e-RFP 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 bank accounts in any Bank approved by RBI in India.

##### **B. Bid Security or EMD payment procedure:**

- a. **Payment by Net Banking (any of the listed banks) 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 web Bid page (along with a string containing a Unique ID) where he/she will select the Bank through which he/she wants to do the on-line 'BID SECURITY' transaction.
  - ii. Bidders will make the payment after entering his/her Unique ID and password of the bank to process the e-transaction.
  - iii. Bidders will receive a confirmation message 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 Bid Security (EMD) against unique codes for identification of the e-RFP Inviting 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 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 ‘**BID SECURITY**’.
  - v. Hereafter, the bidder will go to e-Procurement portal for final e-submission of his/her bid within pre-assigned last date of submission of e-RFP.
  - vi. If the payment verification is unsuccessful, the amount will be returned automatically by the system to the bidder’s bank account.

**Note: Bid Security or EMD payment made through RTGS/NEFT would require additional 2 to 3 bank working days after date of physical transaction in the bank before the procedure is completed for enabling the bidder to continue with the bidding process in the on-line e-RFP 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-RFP is completed within last date of on-line submission of his/her e-bid. However, Net-banking transaction through ICICI bank by their Net Banking payment Gateway would be on real time basis.**

**C. Refund/Settlement Process for Bid Security or EMD:**

- i. After opening of his/her bids and technical evaluation of the same by the Authority through electronic processing in the e-Procurement portal of the State Government, the e-bid inviting authority will declare the status of the bid as successful or unsuccessful which will be made available 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 ‘**BID SECURITY**’ of the bidders disqualified at the technical evaluation to the respective bidders’ bank accounts from which they made the ‘**BID SECURITY**’ 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 E-bid Inviting Authority.
- iii. Once the financial bid evaluation is electronically processed in the e-Procurement portal, ‘**BID SECURITY**’ of the technically qualified bidders other than that of the L1 and L2 bidders will be refunded, through an automated 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 authority. However, the L2 bidder should not be rejected till the LOI process is successful.
- iv. If the L1 bidder accepts the LOI and the same is processed electronically in the e-Procurement portal, ‘**BID SECURITY**’ of the L2 bidder will be refunded through an automated process, to his/her bank account from which he/she had 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 Award of Contract (AOC) to the L1 bidder is uploaded to the e-Procurement portal by the E-bid Inviting Authority.
- v. 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 through GRIPS (Government Receipt Portal System) where under the security deposit will also be collected in connection with the work.
- vi. All refunds will be made mandatorily to the Bank account from which the payment of ‘**Bid Security**’ (EMD) and Bid Fees (if any) were initiated.
- vii. If the e-RFP is cancelled, then the ‘**Bid Security**’ would be reverted to the original bidders account automatically after such cancellation order is affected online by the e-Request for Proposal (e-RFP) Inviting Authority.
- viii. Once the Bid Security (EMD) of L1 bid gets transferred to the GRIPS of the State Government, the Superintending Engineer, South West Mechanical & Electrical Circle using his/her e-token and valid DSC shall enter the GRIPS portal to identify the ‘**Bid Security**’ credited against the particular e-RFP by taking out a hard copy of the credit confirmation containing the GRN No. and forward to the Treasury concerned, the designated Executive Engineer for future raising of refund back after completion of defect liability period (Security Period).

## 6. Credential Certificates

- i. Completion Certificates (CC) for 100% completed works during the current year and within last five financial years will only be accepted as valid credential.
- ii. CC should clearly show the name, postal address, (contact Tel. No. and FAX or e-mail ID if issued outside the jurisdiction of the State) of the office and designation of the officer/ authority issuing the CC for the work along with the name of work and bid value/Tender value. Illegible certificates and those having incomplete information are liable to be rejected.
- iii. CC of works executed directly under any Department of Government of West Bengal will be considered as valid credential. CC of works executed under Union Government Ministries, Departments, other State Government Departments, PPP Authorities having more than 50% holdings of Government having JV with Union or State Government, State & Union Govt. Corporations, Engineering Units of Government of India and State, Port Trust, Dam or Barrage Project Authorities, Public Sector Undertakings (PSU) owned or managed by Government of India or other State Governments may also be considered. **(Outside India CC invalid)**  
All above CC are required to be issued by an officer/authorized engineer not below the rank of Executive Engineer/Divisional Engineer/District Engineer/Project Manager of the State/Union Government/ Authority/ Organization, authorized signatories of CC for PSU, other State Government Organizations. **It is desirable to provide in writing contacts, telephone and FAX or e-mail address of the signatory of the CC for all offices outside the State of West Bengal for verification purpose.**  
Such CC is desired to be further countersigned by the immediate superior authority of the issuing authority for all cases outside the State of West Bengal other than those executed directly under Union & State Government Departments. Also, such certificate when issued in other States other than those directly by Union/State Government Departments/Ministries, should contain a declaration that the work has been executed to the satisfaction of the concerned Organization/PSU/Company and has been declared 100% complete in all respect by the competent authority in the concerned Organization/PSU/Company.

## 7. Eligibility criteria

- i. Eligibility of a contractor / bidder based on his/her work credential will be determined as per norms stated below:
- ii. Monetary value of work value without considering contractual rate of the work executed or its final gross final bill value excluding contractual rate, inclusive of supplementary /substitute supplementary items (to be considered if BOQ is increased by at least 30%) as the case may be, if submitted, will be further multiplied by the following factors to take care of the inflationary effect to arrive at the net national amount.

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

- Note:** For cases where two contractors/bidders are participating in a e-RFP for the particular work are such that one happens to have worked as a sub-contractor of the other, and both the contractors/bidders submit work credential of having completed the same job either wholly or partly, then in such case the 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 towards the e-RFP. If the credentials submitted by hitherto contractors/bidders are for different works, then both the work credentials will be considered towards determining the eligibility criteria of the individual contractors/bidders.
- iii. Financial proposal of any contractor/bidder will come under consideration only when both the criteria mentioned below are satisfied and fulfilled.
    - a. **Net notional amount calculated from the Completion Certificate (CC) of a single work within last 5(FIVE) financial years issued in favour of the contractor/bidder/agency/Firm/Company/ Consortium/ JV, having specifically executed in the field of similar nature work as referred in List of Works should be of gross value at least of Rs 113.4 Lakh (as determined by the QBEC based on approved Feasibility Report of the Project) .**

b. However, for Consortiums and JV where CC of individual entities of the Consortium/JV are to be considered and shall add up, the sum total of net notional Gross Work Values in the CC of 100% completed work of individual entities of Consortium or JV, a maximum one for each entity, the aggregate value should be at least Rs 226.8 Lakh.

c. Annual Average Turnover from business as stated in clause 4.2 A (v) and in Form-2 for the contractor/bidder/agency/Firm /Company/Consortium who intends to participate should be at least Rs. 94.5 Lakh. However, for Consortiums & Joint Ventures where Annual Turnover of individual entities is to be considered, sum of Annual Turnover from business of such individual entities should be at least Rs. 283.5 Lakh, who intends to bid.

iv. *Additional guidelines for ascertaining eligibility credential of works*

A. The intending bidder desirous of participating in this e-RFP for being selected in the Technical bid should have previous relevant experiences as credential and expertise of successfully 100% completing successfully similar projects elsewhere, in a single project.

B. Monetary values of each of the items is to be multiplied by **Multiplying factor to arrive at net notional amount** stated in the table under clause 7 (ii) to take care of the inflationary factors as the financial requirement to match work credential in terms of execution of similar items and to be integrated with column 8 of list of works.

C. **Experience and Technical Capacity**

The Bidder will have to substantiate that they have capacity to design, manufacture and supply the Hydraulic gate of Dam/ Barrage for the purpose of qualifying this requirement, the Bidder will have to submit clear certificates/documents as under:

- C1. They should have a minimum experience of five years of design, manufacture and supply of Hydraulic gate of Dam/ Barrage etc. offered by them.
- C2. The bidder must have experience in design, engineering, supply, installation & commissioning of Hydraulic gate of Dam/ Barrage
- C3. The motorized rope drum hoisting system commissioned by him/her should have been in satisfactory operation for at least two years period in at least one location.
- C4. Firm should also have required license and certificates.
- C5. The bidder must have all necessary testing facilities at their works for carrying out such routine and acceptance tests as prescribed in the relevant Indian Standards/BIS/CPWD or MORTH/PWD Standard Books/CBIP/ISO/International Standards/IEEE specifications. Documentary evidence of existence of such facilities must be submitted.
- C6. The supplied equipments must have been fully type tested as per relevant BIS and/or any other specified national international standards and matching the desired Project Specifications under Technical Cover executed during last 5 years from date of bid opening. Scanned PDF of such type test reports/certificates must be submitted with the bid.
- C7. Bids of Bidders quoting as authorized representative of an equipment manufacturer, meeting w the above requirement in full, can also be considered provided:  
The manufacturer furnishes authorization in the prescribed format assuring full guarantee and warranty obligations as per Agreement, and  
The Bidder, as authorized representative of their manufacturer has supplied, installed and commissioned satisfactorily at least 1/2/3 similar systems in the last three years from the date of bid opening.
- C8. The bidder shall guarantee that adequate specialized maintenance capability and expertise will be made available.
- C9. The Bidder shall provide evidence to the satisfaction of the Purchaser to the effect of having in house or externally engaged expertise to:
  1. Conduct the operations and trained manpower.
  2. Develop the conversion the special category works.

- C10. The Bidder shall provide the CVs of the experts, field operators and the list of Machinery & equipments and Technical Manpower. The CV of these personnel should demonstrate the successful operation of at least one such assignment.
- i. The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following Purchaser requirement in general and also the Purchaser requirements specified in detail in Technical Specifications of this bidding document. In case the Bidder is not the manufacturer or producer of the goods it offers to supply and has submitted the bid in accordance with the Specifications desired, the bid shall include the above information about the manufacturer whose equipments are being offered.
  - ii. The Bidder should furnish the information on all past supplies and satisfactory performance for Cl.7C above, in Performa under Appendix 1 to 7.
  - iii. All the Bids submitted shall also include the following information along with formats under Appendices I to VIII.
  - iv. Copies of original documents defining the constitution or legal status place of registration and principle place of business of the Company or Firm or Partnership etc.
  - v. The Bidder should furnish a brief write up backed with adequate data explaining his available capacity and experience (both technical and commercial) for the manufacture and supply of the manufacturer and supply of the required systems and equipment within the specified time of completion after meeting all their current commitments.
  - vi. The Bidder should clearly confirm that all the facilities exist in his factory for inspection and testing and these will be made available to the Purchaser or his representative for inspection. The Purchaser shall decide and propose necessary tests as it may deem fit for the purpose of evaluation.
  - vii. Details of Service Centers and information on service support facilities that would be provided after the warranty/extended warranty period.

**8. Eligibility criteria for participating in more than one serial of work in an e-RFQ notice**

Annual Turnover should be more than or equal to **40%** of assessed project cost in which the bidder/contractor/Firm/Consortium/Company intends to participate. However for Consortiums and JV, where Annual Turnover of individual entities of the Consortiums or JV are to be considered, the sum of the Annual Turnover of individual entities should be at least **120%** of the aggregate assessed project cost of the e-RFP in which the Consortium or JV intends to participate.

**General Note:-**

- a. In case authenticated copy of item wise gross completed bill value is not uploaded for any reason whatsoever, eligibility for similar nature of work will be judged on the basis of items of works in the BOQ.

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

If any contractor/bidder fails to produce the original documents (especially Completion Certificates and Audited balance sheets), or any other document on demand by the Superintending Engineer, South West Mechanical & Electrical Circle within a specified time frame or if any deviation is detected in the hard copies from the corresponding uploaded soft copies or if there is any suppression / distortion / falsification noticed/detected/pointed out at any stage of e- RFP process prior to the issue of work order, the Superintending Engineer, South West Mechanical & Electrical Circle will immediately bring the matter to the notice of the Quotation-cum-Bid Evaluation Committee (QBEC) who upon recommending suitable punitive actions against the bidder will place the matter before the concerned Chief Engineer within 15 days of receipt of the complaint from the Superintending Engineer, South West Mechanical & Electrical Circle and the contractor/bidder may be suspended from participating in all future bids on the e-tender platform of Government of West Bengal as per approval of the Chief Engineer for a maximum period of 3 (Three) years. In addition, his/her 'BID SECURITY' will stand forfeited by the Government.

The concerned Chief Engineer then will issue the necessary suspension order in writing with intimation to the defaulting contractor/bidder, other Chief Engineers, Central e-Tendering Cell and also the Department. Copy of such suspension order should invariably be communicated to the Nodal Officer, e-Governance Cell of the Department with a request to upload the order in the 'Departmental website. Besides, the Irrigation &

Waterways Department, Government of West Bengal may also take appropriate legal actions including blacklisting of the defaulting contractor/bidder and debaring him/her from participating in any Government e-tenders/e-Procurement for a period up to three years, and the e-Procurement Cell of this Department may be advised to block the incumbents DSC in order to debar him/her from participating in any 'Departmental e-Procurement work during such suspension period. For e-bids where such suppression / distortion / falsification is detected at an advanced stage of e-RFP processing, the concerned Chief Engineer will be the deciding authority as to what further necessary actions are to be taken regarding the fate of the e-RFP.

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

Income Tax, GST, Sales Tax, Royalty, Construction Workers' Welfare Cess, Service Tax/Krishi Kalyan Cess and similar other statutory levies / Cess will have to be borne by the contractor/bidder and his/her quoted rate should be quoted accordingly after considering all these charges.

#### **11. Site inspection prior to submission of e-bid**

Before submitting a e-RFP, the intending contractor/bidder should make themselves acquainted thoroughly with the local conditions prevailing at site of implementation of the work by undertaking rigorous field inspections and taking into consideration all probable likely factors and difficulties to be involved in execution of the work as per specification in all respects including transportation of materials, communication facilities, climate conditions, nature of soil, availability of local laborers and market rates prevailing in the locality etc. and no claim whatsoever will be entertained on those accounts afterwards. In this connection intending contractors/bidders are advised to attend the 'Pre-Bid' meeting with the Superintending Engineer, South West Mechanical & Electrical Circle on the prefixed dates to get his/her doubts cleared if he/she desires. He/She may also contact the office of the Superintending Engineer, South West Mechanical & Electrical Circle in between 11.30 hours to 16.30 hours on any working day, prior to the date of actual submission of bid relating to the e-RFP.

#### **12. Conditional and incomplete bids**

Conditional and incomplete bids submitted on-line are liable to be summary rejected.

#### **13. Opening and evaluation of e-bids**

##### **13.1 Opening/decrypting of a Technical Proposal**

- i. Technical proposal will be opened by the Superintending Engineer, South West Mechanical & Electrical Circle or his/her authorized representative/s electronically in the official website stated earlier using their authorized valid Digital Signature Certificate/s (DSC).
- ii. Participating contractors/bidders may remain present if they so desire.
- iii. Technical cover documents (vide Clause 4.2.A) will be opened/decrypted first and if found in order, Cover (Folder) for OID (vide Clause 4.2.B) will be opened/decrypted. If there is any deficiency in either of the Technical cover documents, the offered bid of the bidder will summarily be rejected.
- iv. Decrypted (transformed into readable format) documents of the OID (Other Important Document) Cover will be decrypted/downloaded and handed over to the 'The Departmental Quotation-cum-Bid Evaluation Committee (QBEC).
- v. Procedure to be followed for opening/decrypting of a financial bid is explained later under clause 13.5

##### **13.2 'e-Quotation-cum-Bid Evaluation Committee' (QBEC)**

Committee constituted by the Government in the Irrigation & Waterways Department for evaluation of bids and entire selection process in the RFP will function as the QBEC.

##### **13.3 Uploading of list of technically qualified contractors / bidders in the web portal/s**

- i. Pursuant to scrutiny and decision of the QBEC, the list of eligible bidders/ contractors for a particular serial of work whose Technical proposal will be considered and uploaded in the web portal/s.
- ii. While evaluating, the QBEC, may, if they so desire summon the contractors/bidders and seek further clarification/information or additional documents or seek verifications of original hard copy of any of/all the documents already submitted on-line and if these cannot be produced within a reasonably stipulated timeframe, their bids will be liable for rejection.

##### **13.4 Opening and evaluation of Financial Proposal**

- i. Financial proposals of the bidders/contractors declared technically eligible by the QBEC will be opened electronically by the Superintending Engineer, South West Mechanical & Electrical Circle 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/decrypting the financial proposal, the preliminary summary result containing inter-alia the names of contractors/bidders and the rates and amount quoted by them will be evaluated and the result will however not be made available in the e-tender web portal platform. The same would only be uploaded after obtaining recommendation from Quotation-cum-Bid Evaluation Committee (QBEC) and the Government Appointed Departmental Tender Committee (DTC) and Administrative Approval.
- iv. If the QBEC and the Government Appointed Tender Committee (DTC) of the Irrigation & Waterways Department is satisfied that the L1 bid price obtained is fair and reasonable and there is no scope of further lowering down of rate, after having the comparative statement test checked by the Divisional Accountant / Divisional Accounts Officer of the Office attached to Executive Engineer, Durgapur Mechanical & Electrical Division, Irrigation & Waterways Directorate and after going through the recommendations of the QBEC and obtaining recommendation of the Government Appointed Departmental Tender Committee(DTC) instruct the Superintending Engineer, South West Mechanical & Electrical Circle to upload the final summary result containing the name of contractors/bidders and the financial bids offered by them against BOQ in the RFP.
- v. If there is any scope for lowering down of bid price in the opinion of the QBEC or the 'Government Appointed Departmental Tender Committee (DTC), all the bidders qualified in technical bid may be notified through system generated e-mail and mobile phone sms to attend e-bid-cum-auction on a predetermined date and time to be held in the office of the Superintending Engineer, South West Mechanical & Electrical Circle. Off-line negotiations are not permitted from the point of view of confidentiality and transparency. However, in exceptional cases with prior recommendation and advice of Government 'The Departmental Tender Committee (DTC) open off-line bid negotiations with **only the L1 bidder** to lower down the offered bid may be held by the Superintending Engineer,Circle in presence of QBEC members for reasons to be recorded in writing.
- vi. If there is no contractor/bidder or the number of contractors / bidders in the 1<sup>st</sup> e-RFP is less than three, the e-RFP has to be cancelled. In case of participation of more than three bidders, if the number of technically qualified bidder falls below three, the e-RFP is to be cancelled as well and fresh e-RFP (i.e 2<sup>nd</sup> e-RFQ/3<sup>rd</sup> e-RFQ) may be invited by suitably lowering down the minimum eligibility criteria for all bidders.
- vii. After uploading of Financial bid result upon obtaining recommendation of the QBEC and the Government Appointed Departmental Tender Committee (DTC) as regards to the L1 bid, the financial Comparative Statement of the e-RFP or the FBE sheet so prepared of L1 bid, with Approved Feasibility Report, recommendations and Rate analysis justifications with comments of CE, QBEC, DTC is to be referred to the Government for administrative approval. Letter of Invitation (LOI) and the Award of Contract (AOC) would however not be sent or given to the L1 bidder before receipt of Administrative Approval from the Government in the Irrigation & Waterways Department.
- viii. The QBEC may ask any of the bidders/contractors to submit analysis of rates to justify the rate quoted by that bidder/or the L1 bidder.
- ix. If the L1 bidder/contractor backs out there should be fresh e-RFP floated on-line once again in a transparent and fair manner. In such a situation the QBEC may opt for Short Notice e-RFP with time periods stipulated for re-RFP, if so necessitated in the interest of public works and take decision on the basis of L1 bid in the 2<sup>nd</sup> e-RFP or subsequent 3<sup>rd</sup> e-RFP with 14 days and 10 days minimum bid submission/notice period. Penal action for premature withdrawal by bidder has been stated under clause 9 earlier.

### **13.5 Procedure to be followed for acceptance of bid for selection of contractor to implement the work.**

- i. Selection of contractor/bidder should be **made on the basis of at least three valid bids both in technical proposal as well as financial proposal/bid**, which shall be opened preferably in presence of their willing agents. If the number of bids received is less than three, e-RFP would be cancelled and invited afresh with relaxed eligibility criteria to be determined by the QBEC.
- ii. If the number of contractors /bidders qualified in the technical bid is less than three, e-RFP would be invited afresh.
- iii. The lowest bid for the work is accepted as a rule. If for any reason the 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.
- iv. L1 bid received in the e-RFP in all cases prior to issuance of LOI /LOA is to be recommended and placed before the Government Appointed Departmental Tender Committee (DTC) subject to the conditions that valid e-bids should not be less than three and L1 is recommended for acceptance formal administrative approval would be accorded by the Government in the Irrigation & Waterways Department after recommendation of the Government Appointed Departmental Tender Committee (DTC) as mentioned earlier, after which the Letter of Invitation (LOI)/Award of Contract (AOC) is to be uploaded in the e-Procurement.

- v. If the response to an e-RFP is less than three, then e-RFP should be invited afresh. Such e-RFQ notice shall be published in widely circulated dailies as per guidelines and also through e-RFP e-Tender web portals. Prior to invitation of 2<sup>nd</sup> or 3<sup>rd</sup> e-RFP, the eligibility criteria and other terms & conditions as contained in the first 'Notice Inviting e-RFP' (e-RFQ notice) shall have to be reviewed by the Quotation-cum-Bid Evaluation Committee (QBEC), 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.
- vi. Even if, after taking appropriate steps in regard to relaxation of criteria to the extent as decided by the QBEC and also wider publicity of 2<sup>nd</sup> e-RFP or 3<sup>rd</sup> subsequent e-RFP in widely circulated dailies and through web-site/s, the response to the subsequent e-RFP is still less than three, that case may be forward by the Quotation-cum-Bid Evaluation Committee (QBEC) with recommendation by the 'The Departmental Tender Committee (DTC) to the Government in the Irrigation & Waterways Departmental for consideration.

**14. Determination of Lowest bid and acceptance of Bid.**

Bidders are required to quote the financial rates/bids/offers in Lump Sum against each and every item of the e-BOQ as already stated under clause 4.3. **It is being clarified that selection of the lowest bidder (L1) would be made on the basis of total bid price against the BOQ as a whole and not on individual items or any subcomponent of the project.** L1 bid on an overall basis should normally be accepted as a rule. However, the Accepting Authority does not bind himself/herself to do so and reserves the right to reject any or all the bids without assigning reasons subject to fulfillment of clause 13.5 (iii) and further reserves the right to distribute the work amongst more than one contractor/bidder.

**15. Bid Accepting Authority**

**Chief Engineer, Mechanical & Electrical of the Project** is the final bid accepting & LOI/LOA issuing authority who will however only act on the recommendations of the QBEC, DTC and the Government. But the L1 bid received in the e-RFP would be recommended by the Superintending Engineer to the Chief Engineer who would firstly obtain clearance of the Quotation-cum-Bid Evaluation Committee (QBEC) and then place it before the 'Government Appointed Departmental Tender Committee (DTC) for recommendation. However formal acceptance and issuance of LOI and LOA would only be undertaken by him after obtaining Administrative Approval from the Government.

**16. Execution of formal contract/ agreement after acceptance of lowest valid bid**

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 by the Chief Engineer will have to execute a '**Formal Agreement**' in the EPC Agreement at Annexure-III with the Engineer-in-Charge i.e. **Executive Engineer, Durgapur Mechanical & Electrical Division** acting on behalf of the State in quadruplicate hard copies containing all e-RFP document, e-RFQ notice, drawings, credential certificates, eligibility certificates, corrigendum and all other documents. Entire sets may be obtained free of cost from the office of the Executive Engineer, Durgapur Mechanical & Electrical Division designated with implementation of the work. Award of Contract (AOC) order is to be issued by the Engineer-in-charge and also uploaded in the e-PFR portal link.

**17. Payment against bills raised by the contractor**

The payment of Running Account as well as final bill for any work based on achieving Specific Project Milestones and performance as per Schedules of EPC-Agreement and approved Work Programme according to availability of fund and no claim due to delay in payment will be entertained.

**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 Chief Engineer, Mechanical & Electrical, 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 e-bid 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 'Project Specific Milestones' as specified in this e-RFQ notice into various 'Identifiable and quantifiable construction related stages' pertaining to the work as per Schedules and Work Programme. 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 viz. Milestones defined in the e-Notice inviting e-RFQ 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 Authority. This will also apply to items or group of items for which a separate period of completion has been specified.

**20. Withdrawal of e-bid**

Withdrawal of e-RFP 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. 'BID SECURITY' will be forfeited by the Government and the bidder/contractor penalized in terms of clause 9 referred earlier would be applicable.

**21. Schedule of dates of the e-RFP**

Sl. No	Activity	Date & Time	Remarks
1.	e-RFP Publishing Date	07.10.2024 at 11.30 Hrs	To be made available with the e-RFQ notice in the website
2.	On-line RFP Document Download start date	07.10.2024 at 11.30 Hrs	
3.	Pre-bid Meetings to be held at the office of Superintending Engineer, South West Mechanical & Electrical Circle at DVC new colony, Durgapur.	21.10.2024 & 25.10.2024 at 14.30 hours	
4.	e-Bid submission start date	07.10.2024 at 11.30 Hrs	
5.	Document Download end date & bid submission end date	28.10.2024 at 11.30 Hrs	
6.	e-Bid submission end date	28.10.2024 at 11.30 Hrs	
7.	Technical Bid opening date	28.10.2024 at 15.30 Hrs	
8.	Uploading of list of Technically qualified bidders	To be decided by TIA	To be notified to all bidders through e-mail & SMS through auto-generation in the on-line system.
9.	Financial Bid on-line opening date	-do-	
10.	Uploading of Financial Bid evaluation sheet	To be decided by TAA	
11.	Uploading of the Letter of Invitation / Acceptance (LOI/LOA)	After administrative approval is obtained	
12.	Uploading of Award of Contract (AOC) (Work Order)	-do-	

\*TIA: Superintending Engineer, South West Mechanical & Electrical Circle

\*TAA: Chief Engineer, Mechanical & Electrical, Irrigation & Waterways Directorate, Govt. of West Bengal

Sd/-  
Superintending Engineer  
South West Mechanical & Electrical Circle  
Irrigation & Waterways Directorate

**FORM 1**

**APPLICATION FOR e-RFP**

To  
The Superintending Engineer  
South West Mechanical & Electrical Circle, I&W Directorate  
e-RFP No:- WBIW/SE/SWMEC/ RFP01(e) /2024-25

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

Assessed value of work as per Feasibility Report of the e-RFP : **Rs.378.00Lakh**

Dear Sir,

Having examined the Technical cover, OID cover & other e-RFQ notice documents, I/we hereby would like to state that I/we willfully accept all your conditions and offer to execute the works as per e-RFP no and Serial no stated above. 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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 201 \_\_\_\_

Full name of Bidder / Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Duly authorized to sign bids  
for & on behalf of (Name of Firm): \_\_\_\_\_  
(In block Capital letters or typed)

Office address with seal if any :

Telephone no(s) (office): \_\_\_\_\_

Mobile No: \_\_\_\_\_

Fax No: \_\_\_\_\_

E mail ID: \_\_\_\_\_

***(Note: To be uploaded on-line during bid submission in the 'FORMS' folder under Technical / Pre-Qual cover)***

## FORM 2

### Certificate regarding Summary Statement of Annual Turn Over

This is to certify that the following statement is the summary of the audited Balance Sheet arrived in favour of ..... of addresses..... for the three consecutive financial years or for such period since inception of the Firm, if it was set in less than such three year's period.

Sl. No.	Financial		Remarks
	Year	Annual Turn Over rounded up to in Rupees lakh (two digits after decimal)	
1.			
2.			
3.			
Total			

#### **Average Annual Turnover (in Lakh of Rupees):**

Note:

1. Year preceding the current financial year is to be considered as Year-1.
2. Average annual turnover is to be expressed in lakh of Rupees rounded off to two digits after decimal.
3. Average annual turnover for 3 years is to be obtained by dividing the total turnover by 3.0. If the Firm was set up in less than 3 year's period, consider the turnover for the period from inception to the Year-1. It may be either 1.0 or 2.0. Average turnover is to be obtained by dividing the total turnover by 1.0 or 2.0, as the case may be.
4. In case, the firm was set up in less than 3 year's period, mention the year of inception in the 'Remarks' column.

\_\_\_\_\_  
Signature of the bidder/contractor

with date & seal if any

Date & Place:

Verification of Licensed Auditor Firm/ CA Firm  
with full corresponding address, Phone No.  
& Membership No. and official seal

*(Note: To be uploaded on-line during bid submission in the 'FINANCIAL CREDENTIAL' folder under OID cover)*

**FORM – 3**

**Completion Certificate (100% Physical Completion)**

1. Name of the work :
2. Name of client :
3. Assessed estimate of Project :
4. Contractual bid ( Bid Price Accepted & awarded) :
5. Whether the work was divided between / among more than one contractor, (write Y / N) :  
If yes, mention the percentage of such division (i.e 50% or 33.33% or 25%) :
6. Date of commencement :
7. Date of completion as per work order :
8. Actual date of 100% completion of Project :
9. Final gross 100% value of the bill (if the final bill is prepared, otherwise mention N.A) :
10. Attach in PDF, copy of work order(AOC) & BOQ : 

Write 'attached'
------------------
11. Attach in PDF, Gross 100% final accepted billed value (containing all stage payments and milestone-wise) if supplementary and / or due to change in Scope of more than 30% of the amount of BOQ crops up during execution and those supplementary / substitute supplementary items [If intended to be cited by the bidder to establish similar nature of work credential] : Write 'attached or N.A'

Signature of the contractor/bidder  
with date and seal if any  
with Contact No., Postal address  
and e-mail address

Signature of the issuing authority  
with date and seal

*(Note: To be uploaded on-line during bid submission in the 'CREDENTIAL' folder under OID cover)*

**FORM – 4**

**Declaration against Common Interest**

(To be typed in company / organization letter head scanned and uploaded as PDF)

**Ref: e-Notice No. .... Agreement ID No. ....**  
**Sl. No:-.....**

**Sir,**

I/We, Sri/Smt. \_\_\_\_\_, the authorized signatory on behalf of \_\_\_\_\_ do hereby affirm that I/We/any of the member of \_\_\_\_\_ bidding against e-RFQ Notice No. \_\_\_\_\_ do not have any common interest either as a partner or any Partnership Firm / Consortium as a Proprietor / Owner of any other Firm in the same serial for the work I / we want to participate.

Date & Place:

Signature of contractor/bidder  
with official seal if any

*(Note: To be uploaded on-line during bid submission in the 'FORMS' folder under Technical / Pre-Qual cover)*

## **Annexure-II**

**(Enclosure to I&WD Notification No. 32-(W)/2016-17 dated 16.11.2016)**

# **Standardized Model Request for Proposal (RFP) For Engineering, Procurement & Construction Contracts**

**Irrigation & Waterways Department  
Government of West Bengal**

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## DISCLAIMER

This RFP is not an agreement and is neither an offer nor invitation by 'The Authority' to the prospective Bidders or any other person. The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the 'Authority' or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the 'Authority' in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the 'Authority', its employees or advisors to consider the objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, especially the **Feasibility Report**, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The 'Authority' accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The 'Authority', its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

The 'Authority' also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The 'Authority' may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the 'Authority' is bound to select a Bidder or to appoint the Selected Bidder/Consortium or Contractor, as the case may be, for the Project and the 'Authority' reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of their Bid including but not limited to preparation, documentation, scanning uploading, expenses associated with any demonstrations or presentations which may be required by the 'Authority' or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the 'Authority' shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the e-Bid, regardless of the conduct or outcome of the e-Bidding Process.

## GLOSSARY

<b>Agreement</b>	As defined in Clause 1.1.2
<b>Associate</b>	As defined in Clause 2.1.13
<b>'The Authority'</b>	As defined in Clause 1.1.1
<b>Bid Security or EMD</b>	As defined in Clause 2.20.1
<b>On-line e-Bid(s)</b>	As defined in Clause 1.2.2
<b>Bidders</b>	As defined in Clause 1.2.2
<b>Bidding Documents</b>	As defined in Clause 1.1.7
<b>Bid Due Date</b>	As defined in Clause 1.1.7
<b>Bid Price</b>	As defined in Clause 1.2.6
<b>Bidding Process</b>	As defined in Clause 1.2.1
<b>Performance Security</b>	As defined in Clause 1.2.4
<b>Bid Stage</b>	As defined in Clause 1.2.1
<b>Conflict of Interest</b>	As defined in Clause 2.1.13
<b>Contract Price</b>	As defined in Agreement
<b>Contractor</b>	As defined in Clause 1.1.2
<b>Instruments of Bid Security or EMD</b>	As defined in Clause 2.20.2
<b>Estimated Project Cost</b>	As defined in Clause 1.1.4
<b>Feasibility Report</b>	As defined in Clause 1.2.3
<b>LOA</b>	As defined in Clause 3.3.5
<b>Project</b>	As defined in Clause 1.1.1
<b>Re. or Rs. or INR</b>	Indian Rupee
<b>e-RFP or on-line Request for Proposals</b>	As defined in Clause 1.1.7
<b>RFQ or Request for Qualification/</b>	As defined in Clause 2.1.2
<b>Selected Bidder</b>	As defined in Clause 3.3.1

The words and expressions beginning with capital letters and defined in this document shall, unless the context otherwise requires, have the meaning ascribed thereto herein. The words and expressions beginning with capital letters and not defined herein, but defined in the RFQ, shall, unless the context otherwise requires, have the meaning ascribed thereto therein.

**Government of West Bengal**  
**Office of the Superintending Engineer,**  
**South West Mechanical & Electrical Circle**  
**Irrigation & Waterways Directorate**  
**DVC New Colony, Durgapur-02, Paschim Bardhman**  
**E-mail –swmec.dgp@gmail.com**

## 1. INTRODUCTION

### 1.1 Background

1.1.1 The Governor of the State represented by the Irrigation & Waterways Department, Government of West Bengal (**'The Department'**) having its Head Quarters/ principal office at Jalasampad Bhavan, Salt Lake, Kolkata has decided to implement the(**"Project"**) through an Engineering, Procurement and Construction the (**"EPC"**) Agreement, and has decided to carry out the on-line bidding process through e-Procurement system of the State through the URL <https://wbtenders.gov.in> under this Department represented by the Superintending Engineer, South West Mechanical & Electrical Circle, (**'The- Authority'**), for selection of the Bidder to whom the Project may be awarded. Brief particulars of the Project are as follows:

Durgapur Barrage is situated at Pratappur Mouza in P.O.- Barjora, Block-Barjora, P.S.- Barjora under Dist. -Bankura in West Bengal (Latitude:23°28'28.9812"N; Longitude:87°18'5.85"E).

<u>Name of the Project/Work</u>	<u>Assessed Project Cost*</u>
Replacement of Gate No 33 & 34 with new shutters without deponding of Durgapur Barrage & Special repair and maintenance of 02(two) nos emergency floating gates along with necessary replacement of valves including painting over river Damodar at Block & P.S Barjora, District Bankura.	Rs. 3,78,00,000.00

\*Assessed project cost is only an indicative cost of Schedule of Work/BoQ as per Feasibility Report prepared by 'The Authority' by enquiry and by floating a separate EOI for the purpose.

Scope of work for which the e-procurement process is to be initiated in connection with the work "Replacement of Gate No 33 & 34 with new shutters without deponding of Durgapur Barrage & Special repair and maintenance of 02(two) nos emergency floating gates along with necessary replacement of valves including painting over river Damodar at Block & P.S Barjora, District Bankura" of Irrigation & Waterways Department comprising the following sub-components:-

1. Dismantling / taking out the gate shutter completely from civil structure (pier groove) & shifted all dismantled material from Durgapur Barrage site to stockyard under Durgapur Mechanical & Electrical Division.
2. Supply, fabrication, Erection, Installation & Commissioning of gate shutter, roller assembly, replacement of rope, pulley/sheave as per existing drawing.
3. Transportation of emergency floating gate from barrage site to maintenance area and positioning it for repairing work & Special repairing of emergency floating gate by cutting damaged portion, refitting the same by new material by cutting, bending, welding as per existing one without changing its center of buoyancy.

General Procedure to be followed for e-Procurement in the instant case:

It has been decided by **'the Authority'** that since the scope of work enumerated above are mostly inter-related to each other, and the project needs to be implemented holistically in a time bound manner for its effective operation, Engineering Procurement Contract (EPC) is to be adopted in the instant case which required invitation of on-line Expression of Interest (EOI) for framing of 'Feasibility Report' cum assessed rough cost estimate to be followed by on-line invitation of Request for Proposal (RFP) where under Technical Evaluation and Financial Evaluation of bids in the RFP would be finalized by a 'Departmental Quotation-cum-Bid Evaluation Committee (QBEC).

1.1.2 The Selected Bidder (the **"Contractor"**) through this RFP, shall be responsible for Engineering,

Procurement and Construction (EPC) of the Project under and in accordance with the provisions of an engineering procurement and construction agreement (the “**Agreement**”) to be entered into between the Selected Bidder and ‘The Authority’ in the form provided by the Department as part of this Bidding Document pursuant hereto also referred to as EPC-Aggrement.

This amount of estimated project cost or the estimated works cost, comprises the assessed estimated cost obtained by invitation of Expression of Interests (Eoi) and other available sources includes the likely supply & construction costs plus costs of survey, investigation and design as a percentage of the construction cost defined as contingency charges. [Assessed project cost excludes contingency charges of estimated project cost]

- 1.1.3 The scope of work will broadly include (Scope of work in brief): Atatched in a separate sheet. including 1 year Defect Liability Period.

- 1.1.4 The estimated cost of the Project (“**Rs.3,89,22,772.00**”) assessed by the ‘Authority’ on the basis of Feasibility study report has been specified in Clause 1.1.1 above comprising Assessed Project Cost plus contingency charges. The assessment of actual costs, however, will have to be made by the Bidders.
- 1.1.5 The “**Agreement**” sets forth the detailed terms & conditions for award of the Project to the Contractor, including the scope of the Contractor’s services and obligations.
- 1.1.6 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Contractor set forth in the Agreement or the Authority’s rights to amend, alter, change, supplement or clarify the scope of work, the Project to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents, notice inviting RFP including this RFP document are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the ‘Authority’.
- 1.1.7 The RFQ inviting authority shall receive Bids in the on-line e-Procurement Portal of the State Government pursuant to the RFQ in accordance with the terms set forth in this RFP and other documents to be provided by the ‘Authority’ pursuant to this RFP, as modified, altered, amended and clarified from time to time by the ‘Authority’ (collectively the “**Bidding Documents**”), and all Bids shall be prepared and submitted in accordance with such terms on or before the bid due date specified in Clause 1.3 for submission of Bids on-line (within “**Bid Due Date**”).

## 1.2 Brief description of the e-bidding process

- 1.2.1 Superintending Engineer, South West Mechanical & Electrical Circle, Irrigation & Waterways Directorate hereinafter to be identified as “The Authority” has adopted a two-stage techno-commercial e-Procurement system of the Government of West Bengal (collectively referred to as the “**Bidding Process**”) for selection of the Bidder for award of the Project. The first stage (the “**Qualification Stage or Technical proposal**”) of the process involves pre-qualification of interested agencies in accordance with the provisions of the Request for Qualification (RFQ). At the end of this stage, the authority would short list suitable pre-qualified applicants who are found eligible by the Departmental Quotation-cum-Bid Evaluation Committee (QBEC) for participation in the second stage of the on-line Bidding Process (the “**Bid Stage or the financial proposal**”) comprising e-Request for Proposal.
- 1.2.2 In the Bid Stage, the aforesaid short listed Applicants, including their successors; (the “**Bidders**”) would be called upon during decrypting (online opening) of their financial offers (the “**e-Bids**”) in accordance with the terms specified in the Bidding Documents. The Bid shall be valid for a period of not less than **120 days** from Bid Due Date.
- 1.2.3 The Bidding Documents includes the e-Notice of RFP or the RFQ, Draft Agreement for the Project. The assessed cost of the project as per Feasibility Report prepared by the Chief Engineer, Mechanical & Electrical verified by the Departmental Quotation-cum-Bid Evaluation Committee (the “**Feasibility Report**”). Subject to the provisions of Clause 2.1.3, the aforesaid documents and any addenda/corrigenda issued subsequent to this RFP Document will be deemed to form part of the Bidding Documents.
- 1.2.4 A Bidder is required to deposit, along with its Bid, Earnest Money (EMD) of **Rs. 7.56 lakh (Rupees Seven Lakh Fifty Six Thousand) INR** being (the “**Bid Security**”) equivalent to 2% of the Assessed Project cost determined in the Departmental Feasibility Report, refundable not later than 45 (forty five) days from the Bid Due Date, except in the case of the Selected Bidder (L1) whose Bid Security shall be retained till it has provided a Performance Security under the **Agreement**. Payment of Bid Security (also known as EMD) is compulsory for being considered as eligible and valid bid except if specially exempted by the Finance Department, Govt. of West Bengal. **Traditional procedure of depositing EMD through off-line instruments like Bank Draft, Pay order, Bank Guarantee, Bankers Cheque etc. has been completely dispensed with for all e-procurements under State Government, w.e.f 1st September, 2016.** Intending bidders desiring to participate in the bidding process is required to make payment of Bid Security (Earnest Money- EMD) through transaction in the on-line system of e-procurement/e-tender and should beforehand read the instructions therein carefully, particularly in the challan generated in the system of e-procurement, if opted for EMD payment through RTGS/NEFT. Bids shall be summarily rejected if it is not accompanied by the Bid-Security (EMD).

- 1.2.5 During the Bid Stage, Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Contract and implementation of the Project, and requested to participate in the “**Pre-Bid Conferences**” on Day 5 and again on Day 21 from the Date of Notice of e-RFP or any other date fixed by the Authority.
- 1.2.6 Bids in the RFP are invited to select the contractors for implementation of the Project on the basis of lowest financial bid (L1) offered on-line by a Bidder the “**Bid Price**”. (Such selected L1 bid price is to be determined on the basis of bids received as a whole and not on the basis of item rates of individual items and subcomponents of the BOQ). The total time allowed for completion of construction under the Agreement (the “**Construction Period-420 Days**”) and the period during which the Contractor shall be liable for rectification of any defect or deficiency for furnishing successively guarantee and warranty with equipments in the Project, after completion of the Construction Period (the “**Defect Liability Period-1 year**”) or the Security Period shall be pre-determined, and are specified in **the Agreement** forming part of the Bidding Documents.
- In this e-RFP, the term “**Lowest Bidder**” (L1) shall mean the Bidder who is offering the lowest e-Bid-Price.
- 1.2.7 Generally, the Lowest Bidder shall be the selected Bidder to execute the project as a Rule.
- 1.2.8 Further and other details of the process to be followed at the Bid Stage and the terms thereof are spelt out in this RFP and EPC-Agreement.
- 1.2.9 Any queries or request for additional information concerning this RFP shall be submitted in writing or by Fax and e-mail to Superintending Engineer, South West Mechanical & Electrical Circle within the period stipulated at SI 3 of 1.3.1 below. The communications shall clearly bear the following identification/ title:

"Queries/Request for Additional Information: e-RFQ No **WBIW/SE/SWMEC/RFP-01(e)/2024-25** of Superintending Engineer, South West Mechanical & Electrical Circle, Irrigation & Waterways Directorate, Government of West Bengal"

This may further be discussed in the pre-bid conferences.

### 1.3 Schedule of e-Bidding Process in the RFP

- 1.3.1 The Authority shall endeavor to adhere to the following schedule:

Sl. No	Activity	Date & Time	Remarks
1.	On -line RFP Publishing Date	07.10.2024 at 11.30 Hrs	To be made available with the e-RFP notice in the website
2.	On-line RFP Document Download start date	07.10.2024 at 11.30 Hrs	
3.	Pre-bid Meeting/Conference to be held at the office of e-RFP Inviting Authority( The Authority') or BIA	21.10.2024 & 25.10.2024 at 14.30 hours	
4.	e-Bid submission start date	07.10.2024 at 11.30 Hrs	
5.	Document Download end date & bid submission end date	28.10.2024 at 11.30 Hrs	
6.	On-line Bid submission end date	28.10.2024 at 11.30 Hrs	
7.	Technical Bid opening date	28.10.2024 at 15.30 Hrs	
8.	Uploading of list of Technically qualified bidders	To be decided by BIA	To be notified to all bidders through e-mail & SMS through auto-generation in the on-line system.
9.	On-line Financial Bid opening date and Time	-do-	
10.	Uploading of Financial Bid evaluation sheet	To be decided by BIA	
11.	Uploading of the Letter of Invitation / Acceptance (LOI)/(LOA)	After administrative approval is obtained from the 'Department'	
12.	Uploading of Award of Contract (AOC) (Work Order)	-do-	

\*BIA: Superintending Engineer, South West Mechanical & Electrical Circle, Irrigation & Waterways Directorate, Government of West Bengal

\*BAA: Chief Engineer, Irrigation & Waterways Directorate after obtaining recommendation of QBEC and DTC.

## 2. INSTRUCTIONS TO BIDDERS

### A. GENERAL

#### 2.1. General terms of e-Bidding

- 2.1.1 An agency/contractor bidding individually or as a member of a Consortium or any Joint Venture Company shall not be entitled to submit more than one bid against the RFP either individually or as a member of any Consortium or a JV as the case may be.
- 2.1.2 Unless in the context required otherwise, the terms not defined in this RFP, but defined in the e - **Notice of the RFP (the "RFQ") or the Agreement document** for the Project shall have the meaning assigned thereto in the RFP.
- 2.1.3 " Assessed Estimated Cost" for the Project is being provided only as a preliminary reference document for Authority's use. All the Bidders are expected to carry out their own survey, investigations and other detailed examinations before submitting their e-Bids. Nothing contained in the Feasibility Report shall be binding on 'the Authority' nor confer any right on the Bidders and 'The Authority' shall have no liability whatsoever in relation to it or arising out of any or all contents of the Feasibility Report.
- 2.1.4 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the **Agreement** shall have overriding effect; provided, however, that any condition or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under **the Agreement**.
- 2.1.5 The Bid should be furnished on-line through the e-procurement portal of the State Government referred earlier, clearly indicating the bid amount in both figures and words, in Indian Rupees, digitally signed by the Bidder's authorized signatory. In the event of any difference between figure and words, the amount indicated in words shall be taken into account.
- 2.1.6 The Bidder shall deposit on-line '**Bid Security**' also identified as Earnest Money Deposit of Rs. 7.56 lakhs (*Rupees Seven Lakh Fifty Six Thousand only*) in accordance with the provisions of this e-RFP. The Bidder has to submit the Earnest Money Deposit (EMD) during submission of online bid only through on-line system in the e-procurement portal as explained in the e-RFP notice.
- 2.1.7 **Performance Security**  
**The amount of performance security of the above work is amounting to 7.5% of the contract price or the final value of work actually executed on completion whichever is higher.** At the bidding stage, the bidder will deposit approx 2% of estimated cost (defined earlier) through online system of e-procurement/e-tender (RTGS/NEFT) option as their Bid Security or the EMD. The rest of the amount to make up for overall 7.5% which is more or less 5.5% or the actual amount to achieve 7.5% of bid price will be progressively deducted from the running account/ interim bills of the bidder in the progressive bills up to the completion of work with reference to the contract price of the bid.  
**After successful completion of first one year (Guarantee period) defect liability period, security deposit will be released if bidder performs satisfactorily as per Agreement.**
- 2.1.8 The Bidder should submit a Power of Attorney as per the format authorizing the signatory of the Bidder.
- 2.1.9 In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the prescribed format.
- 2.1.10 Any condition or qualifications or any other stipulations contained in the RFP shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.11 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in [English] language.
- 2.1.12 The documents including this R F Q and all attached documents, provided by the Authority shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of

preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.12 shall also apply mutatis mutandis to Bids and all other documents submitted on-line by the Bidders, and the 'Authority' will not return to the Bidders any offered Bid, bid documents or any information provided along therewith.

2.1.13 A Bidder shall not have a conflict of interest (the "**Conflict of Interest**") that affects the on-line e-Bidding Process. Any Bidder found to have a 'Conflict of Interest' shall be disqualified. In the event of disqualification, 'The Authority' shall be entitled to forfeit the Bid Security (or EMD), as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to have been suffered and incurred by 'The Authority' and not by way of penalty for, inter- alia, the time, cost and effort of 'The Authority', including consideration of such Bidder's proposal (the "**Damages**"), without prejudice to any other right or remedy that may be available to 'The Authority' under the Bidding Documents and/ or the Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a "Conflict of Interest" affecting the Bidding Process, if;

- (i) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Indian Companies' Act, 1956. For the purposes of this Clause 2.1.12, indirect shareholding held through one or more intermediate persons shall be computed as follows:
  - (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "**Subject Person**") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
  - (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- (ii) Constituent of such Bidder is also a constituent of another Bidder; or
- (iii) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- (iv) Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (v) Such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each others' information about, or to influence the Bid of either or each other; or
- (vi) Such Bidder or any Associate thereof has participated as a consultant to 'The Authority' in the preparation of any documents, design or technical specifications of the Project.

Explanation:

For purposes of this RFP, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the "**Associate**"). As used in this definition, the expression "control" means, with respect to a person which is a

company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, by operation of law.

- 2.1.14 A Bidder shall be liable for disqualification and forfeiture of Bid Security (Earnest Money) if any legal, financial or technical adviser of the Irrigation & Waterways Department in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Agreement. In the event any such adviser is engaged by the Selected Bidder or Contractor, as the case may be, after issue of the LOA or execution of the Agreement for matters related to or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which 'The Authority' may have there under or otherwise, the LOA or the Agreement, as the case may be, shall be liable to be terminated without 'The Authority' being liable in any manner whatsoever to the Selected Bidder or Contractor for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of **RFQ** for the Project. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.
- 2.1.15 This RFP is not transferable.
- 2.1.16 Any award of the Project work pursuant to this RFP shall be subject to the terms of the Bid Documents.
- 2.1.17 All other Bid conditions shall include what has been stated in the notice inviting e-RFP.

## **2.2 Change in composition of a Consortium or JV**

- 2.2.1 Where the Bidder is a Consortium or a JV, **change in composition of the Consortium or JV is not permitted** at any stage after submission of online e-bids.

## **2.3 Changes in Ownership**

- 2.3.1 By submitting the Bid, the Bidder shall be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member or an

Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFP, the Bidder shall be deemed to have knowledge of the same and shall be required to inform 'The Authority' forthwith along with all relevant particulars about the same and 'The Authority' may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the selected bidder as the case may be. In the event such change in control occurs after signing of the "Agreement", it would, notwithstanding anything to the contrary contained in the "Agreement", be deemed to be a breach of the Agreement, and the same shall be liable to be terminated without 'The Authority' being liable in any manner whatsoever to the Contractor. In such an event, notwithstanding anything to the contrary contained in the Agreement, 'The Authority' shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to 'The Authority' under the Bidding Documents and/ or the Agreement or otherwise.

## **2.4 Cost of Bidding**

The Bidders shall be responsible for all of costs associated with the investigations as a preparation for their Bids and their participation in the e-Bid Process. The 'Authority' will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process. However all Bid documents are made available free of cost in the e-Procurement Portal of State Government [www.wbtenders.gov.in](http://www.wbtenders.gov.in).

## **2.5 Site visit and verification of information**

- 2.5.1 Bidders are encouraged to submit their respective e - Bids after visiting the work site and ascertain for themselves the site conditions, assess difficulties at location, surroundings, climate, availability of power, water and other utilities for construction, access to site, flood discharge records of river and its efforts on handling and storage of materials, weather reports, applicable laws and regulations, and any other matter considered relevant by them.

2.5.2 It shall be deemed that by submitting a Bid, the Bidder has:

- (a) Made a complete and careful examination of the entire Bidding Documents;
- (b) Received all relevant information requested from the RFP Inviting Authority;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of 'The Authority' relating to any of the matter referred to in Clause 2.5.1 above;
- (d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;
- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from 'The Authority', or a ground for termination of the Agreement by the Contractor;
- (f) Acknowledged that it does not have a Conflict of Interest; and
- (g) Agreed to be bound by the undertakings provided by it under and in terms hereof.

2.5.3 The 'Authority' shall not be made liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, RFQ, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by 'The Authority'.

## 2.6 Verification and disqualification

2.6.1 The 'Authority' reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFQ, the RFP or the Bidding Documents and the Bidder shall, when so required by 'the Authority', make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by 'The Authority' shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of 'The Authority' there under.

2.6.2 'The Authority' reserves the right to reject any Bid and forfeit the Bid Security if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Bidder does not provide, within the time specified by the Authority, the supplementary information sought by 'the Authority' or the QBEC for Technical evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium or JV, then the entire Consortium or the JV and each Member may be disqualified/ rejected. If such disqualification / rejection occur after the Bids have been opened and the Lowest Bidder gets disqualified / rejected, then 'The Authority' reserves the right to:

- (i) Take action in accordance with Clauses 3.3.3 and 3.3.4; or (Special express permission of appropriate Government is mandatory)
- (ii) take any such measure as may be deemed fit in the sole discretion of 'The Authority', including annulment of the Bidding Process and black listing of the erring bidder.

2.6.3 In case it is found during the evaluation or at any time before signing of **the Agreement** or after its execution and during the period of subsistence thereof that one or more of the pre-qualification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Contractor either by issue of the LOA or entering into of the Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by 'The Authority' to the Selected Bidder or the Contractor, as the case may be, without the 'Authority' being liable in any manner whatsoever to the Selected Bidder or Contractor. In such an event, 'The Authority' shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the 'Authority' under the Bidding Documents and/ or the Agreement, or otherwise.

## **B. DOCUMENTS**

### **2.7 Contents of the e-RFP**

- 2.7.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.9.

#### **Invitation for e-Bids**

- Section 1. Introduction
- Section 2. Instructions to Bidders
- Section 3. Evaluation of Bids
- Section 4. Fraud and Corrupt Practices
- Section 5. Pre-Bid Conference
- Section 6. Miscellaneous

#### **Appendices**

Power of Attorney and other Formats to be filled up by the bidder duly authenticated and uploaded as pdf, with their e-bids as technical bid documents.

#### **Technical Specifications & Standards**

- 2.7.2 The **Agreement** and the **Technical Specifications & Standards with Schedules and Appendices** provided by 'The Authority' as part of the Bid Documents shall be deemed to be part of this RFP as contained in the subsequent para.

### **2.8 Clarifications**

- 2.8.1 Bidders requiring any clarification on the RFP may notify 'the Authority' in writing or by Fax and e-mail in accordance with Clause 1.2.9. They should send in their queries before the date mentioned under Sl. 3 in the Schedule of Bidding Process specified in Clause 1.3. 'The Authority' shall endeavor to respond to the queries within 7 (seven) days prior to the Bid Due Date. The responses will be sent by Fax or e-mail. The Authority will forward all the queries and its responses thereto to all Bidders without identifying the source of query.
- 2.8.2 The Authority shall endeavor to respond to questions raised or clarifications sought by the Bidders. However, the Authority' reserves the right not to respond to any question or provide any clarification, at its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring 'The Authority' to respond to any question or to provide any clarification.
- 2.8.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders through "Corrigendum" to be uploaded in the e-procurement platform. All clarifications and interpretations issued by the Authority shall deemed to be a part of the Bidding Document. Verbal clarifications and information given by 'The Authority' or its employees or representatives shall not in any way or manner be binding on the Authority.

### **2.9 Amendments of e-RFP**

- 2.9.1 At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by issuance of Addenda/Corrigenda.
- 2.9.2 Any Addendum/Corrigendum issued hereunder will be uploaded in the e-procurement platform in e-RFP Folder.
- 2.9.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority' may, in its sole discretion, extend the Bid Due Date\$.

§ **While extending the Bid Due Date on account of an addendum, the Authority would have due regard for the time required by Bidders to address the amendments specified therein. In the case of significant amendments, at least 15 (fifteen) days shall be provided between the date of amendment**

and the Bid Due Date and in the case of minor amendments, at least 7(seven) days shall be provided.

## C. PREPARATION AND SUBMISSION OF E-BIDS.

### 2.10 Submission of e-Bid

2.10.1 The Bidder shall provide all information sought under this e-RFP. The 'Authority' and the Departmental QBEC will evaluate only those Bids that are received on-line in the e-Procurement platform in the required formats completed in all respects.

2.10.2 Bids are to be submitted online through e-procurement website as stated in the(e-Notice or) RFQ. **All the documents uploaded by the Authority** is an integral part of the Agreement. Contractors /Bidders are required to upload the entire set of Bid documents along with other related documents as asked for in the RFQ [e-Notice, RFP, EPC Agreement, Corrigenda / Addenda, Drawings, Appendices, Schedules, BOQ etc.]

### 2.11 Encrypting and digitally signing of e-Bid

2.11.1 The Bidder shall submit their on-line Bids in the e-procurement system as defined in the e-notice of RFP (RFQ).

2.11.2 The technical documents accompanying the Bid shall be placed in pdf files in separate “ **folder**” and marked as '**Forms**', '**RFP-EPC Agreement**', '**e-Notice**', '**Drawings**' in the on-line system of bid submission. The documents are to be uploaded on-line shall also include:

- (a) Power of Attorney for signing of Bid as applicable in the formats at **Appendix-I & II**;
- (b) Other **Appendices III to X, Forms 1 to 4**,duly authenticated scanned and uploaded as pdf files.
- (c) RFP and the EPC Agreement with all Appendices & Schedules with each page digitally signed by the bidder in the RFP-EPC folder.
- (d) e-Notice of RFP (RFQ), all Addenda or Corrigenda, if any, in the RFQ folder.

In addition to above, the Other Important documents(OID) have to be submitted on-line by the bidders in pre-defined technical pre-qual folders viz. '**Certificates**', '**Companydetails**', '**WorkCredentials**', '**FinancialCredentials**', '**Manpower&Machineries**','**Drawings&Documents**' successively through the on-line e-procurement system by converting into PDF files as defined in the e-Notice (RFQ) under clause 4.2(A).

(\*Every specified document is to be uploaded in above folders which are mandatory. Bid shall be treated as incomplete if any of the folders are unattended or left vacant)

2.11.3 If the e-bid submitted is erroneous and not as instructed above, the Authority assumes no responsibility for the misplacement or premature decrypting of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

2.11.4 Bids submitted by Fax, Telex, offline documents or e-mail shall not be entertained and shall be rejected. **No offline document other than those submitted with the online bid would be considered.**

2.11.5 **Superintending Engineer, South West Mechanical & Electrical Circle** is designated as 'The Authority' having official e-mail address: **swmec.dgp@gmail.com** may be used only answering queries.

### 2.12 Bid Due Date

2.12.1 Bids should be submitted on-line before the Bid Due Date through e-procurement system of Government of West Bengal in the manner and form as detailed in this notice of e-RFP.

2.12.2 The Authority may at his sole discretion extend the Bid Due Date or decide undertaking any other modifications by issuing an online Addendum/Corrigendum in accordance with Clause 2.9, uniformly applicable for all prospective Bidders through the e-Procurement platform.

### 2.13 Late submission of Bid

In the e-Procurement portal, bids cannot be submitted after the Bid Due date or the last date and time for Bid submission.

### 2.14 Contents of the e-Bid (Financial proposal)

2.14.1 The Bid shall be uploaded in the (on-line) **excel sheet** and shall consist of a Bid price to be quoted by the Bidder. The Bidder shall specify (in Indian Rupees) the Bid price offered by him/her to undertake the

Project in accordance with this RFP and in terms of the provisions of the Agreement. The overall value comprising all items and its sub-components are to be quoted by the bidder and bid offer is based on total amount in INR for total project BOQ.

2.14.2 Generally, the project work will be awarded to the Lowest Bidder (L1) in the financial offer.

2.14.3 The decrypting/opening of e - Bids and acceptance thereof shall be substantially in accordance with the terms of this e-RFP notice.

2.14.4 The uploaded '**EPC-Agreement**' shall be deemed to be part of the Bid document which is to be downloaded signed digitally and uploaded with the bid mandatorily.

## **2.15 Modification / Substitution / Withdrawal of e-Bid**

2.15.1 A Bidder may modify, substitute or withdraw its e-Bid after submission, provided that such modification is re-submitted on-line in e-procurement portal prior to Bid Due Date. **No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.**

2.15.2 Any alteration/ modification in the Bid or additional information supplied prior to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

## **2.16 Rejection of e-Bid**

2.16.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons there for. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh on-line Bids (2nd or subsequent re-bids) with modified modalities, eligibility criteria etc.

2.16.2 'The Authority' reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

## **2.17 Validity of Bid**

The Bids shall be valid for a period of not less than **120 (one hundred and twenty) days** from the Bid Due Date. The validity of Bids may be extended by mutual consent of the concerned Bidder and the Authority.

## **2.18 Confidentiality**

Information relating to examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising 'The Authority' in relation to or matters arising out of, or concerning the Bidding Process. The 'Authority' will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. 'The Authority' may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or 'The Authority' or as may be required by law or in connection with any legal process.

## **2.19 Correspondence with the Bidder**

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

## **D. BID SECURITY**

### **2.20 Bid Security**

2.20.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 2.1.6 hereinabove as Earnest Money Deposit only through on-line e-procurement portal through Net Banking or NEFT/RTGS transactions.

2.20.2 Payment of Bid Security also identified as EMD is compulsory for being considered as eligible and valid bid except if specially exempted by the Finance Department, Govt. of West Bengal. Traditional procedure of depositing EMD through off-line instruments like Bank Draft, Pay order, Bank Guarantee, Bankers Cheque etc. has been completely dispensed with for all e-RFP, e-procurements of the State Government, w.e.f 1<sup>st</sup> September, 2016. Intending bidders desiring to make payment of Earnest Money (EMD) have to transaction in

the on-line system of e-RFP and should beforehand read the instructions carefully, particularly in the challan generated in the system of e-procurement, if opted for EMD payment through RTGS/NEFT.

2.20.3. Login by bidder:

- a. A bidder desirous of taking part in a e-RFP shall login to the e-Procurement portal of the Government of West Bengal using his/her login ID and password by a valid DSC.
- b. He/she will select the e-tender /RFP to bid and initiate payment of pre-defined EMD for that e-RFP 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 bank accounts in any Bank approved by RBI in India.

**2.20.4. Bid Security (EMD) submission procedure:**

- a. Payment by Internet banking (any of the listed banks) only through ICICI Bank Payment Gateway:
  - i. On selection of Internet banking as the payment mode, the bidder will be directed to ICICI Bank Payment Gateway webpage (along with a string containing a Unique ID) where he/she will select the Bank through which he/she wants to do the on-line EMD transaction.
  - ii. Bidders will make the payment after entering his/her Unique ID and password of the bank to process the e-transaction.
  - iii. Bidders will receive a confirmation message 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 e-RFP Inviting Authority or the '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 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 Bid Security (EMD).
  - v. Hereafter, the bidder will go to e-Procurement portal for final e-submission of his/her bid within pre-assigned last date of submission of e-RFP.
  - vi. If the payment verification is unsuccessful, the amount will be returned automatically by the system to the bidder's bank account.

**Note:** Bid Security payment made through RTGS/NEFT would require additional 2 to 3 bank working days after date of physical transaction in the bank before the procedure is completed for enabling the bidder to continue with the bidding process in the on-line e-RFP 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-RFP is completed within last date of on-line submission of his/her e-bid. However, Net-banking transaction through ICICI bank by their Net Banking payment Gateway would be on real time basis.

### 2.20.5. Refund/Settlement Process for Bid Security (EMD):

- i. After opening of his/her bids and technical evaluation of the same by the QBEC through electronic processing in the e-Procurement portal of the State Government, the e-bid inviting authority will declare the status of the bid as successful or unsuccessful which will be made available 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 Bid Security of the bidders disqualified at the technical evaluation to the respective bidders' bank accounts from which they made the Bid Security 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 e-bid 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 and L2 bidders will be refunded, through an automated 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 e-bid inviting authority. However, the L2 bidder should not be rejected till the LOI process is successful.
- iv. If the L1 bidder accepts the LOI and the same is processed electronically in the e-Procurement portal, Bid Security of the L2 bidder will be refunded through an automated process, to his/her bank account from which he/she had 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 Award of Contract (AOC) to the L1 bidder is uploaded to the e-Procurement portal by the e-bid Inviting Authority.
- v. 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 through IFMS in the GRIPS (Government Receipt Portal System) where under the performance security deposit will also be collected in connection with the work.
- vi. All refunds will be made mandatorily to the Bank account from which the payment of Bid Security were initiated.
- vii. If the RFP is cancelled, then the Bid Security would be reverted to the original bidders account automatically after such cancellation order is affected online by the e-Request for Proposal (e-RFP) Inviting Authority.
- viii. Once the Bid Security of L1 bid gets transferred to the GRIPS of the State Government, the RFP Inviting Authority using his/her e-token and valid DSC shall enter the GRIPS portal to identify the EMD credited against the particular RFP by taking out a hard copy of the credit confirmation containing the GRN No. and forward to the Treasury concerned, the designated Executive Engineer (Engineer-in-Charge) for future raising of refund back after completion of defect liability period (Security Period) or the extended warranty period.

2.20.6 The 'Authority' shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.20.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the 'Authority' will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security (EMD) shall be given to any Bidder except what is already notified prior to RFQ.

2.20.7 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or under the Agreement, or otherwise, under the following conditions:

- (a) If a Bidder submits a non-responsive Bid;
- (b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4 of this RFP;
- (c) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
- (d) In the case of Selected Bidder, if it fails within the specified time limit –
  - (i) to sign and return the duplicate copy of LOA;

- (ii) to sign the Agreement; or
  - (iii) to furnish the Performance Security within the period prescribed there for in the Agreement; or
- (e) In case the Selected Bidder, having signed the Agreement, commits any breach thereof prior to furnishing the Performance Security.

### 3. EVALUATION OF E-BIDS

#### 3.1 Opening and Evaluation of e-Bids

- 3.1.1 The Authority shall decrypt the e-Bids on the Due Date, at the time specified in Clause 13.4 of RFQ and in the presence of the Bidders who choose to attend.
- 3.1.2 The Quotation cum Bid Evaluation Committee (QBEC) will subsequently examine and evaluate the Bids in accordance with the provisions set out in the clause 13.5 of RFQ.
- 3.1.3 To facilitate evaluation of Bids, the Quotation cum Bid Evaluation Committee (QBEC) may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

#### 3.2 Tests of responsiveness

- 3.2.1 Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of this RFP. A Bid shall be considered responsive only if:
- (a) it is received as per the format at Appendix & Annexure as defined in the RFQ;
  - (b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.9.3;
  - (c) it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
  - (d) it does not contain any condition or qualification; and
  - (e) it is not non-responsive in terms hereof.
- 3.2.2 The Departmental Quotation-cum-Bid Evaluation Committee (QBEC) reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

#### 3.3 Selection of Bidder

- 3.3.1 Subject to the provisions of Clause 2.16.1, the Bidder whose Bid is adjudged as responsive in terms of Clause 3.2.1 and who quotes the lowest price shall be declared as the selected Bidder (the "**Selected Bidder**"). In the event that the QBEC rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh on-line Bids hereunder.
- 3.3.2 In the event that two or more Bidders quote the same bid price (the "**Tie Bidders**"), 'The Authority' shall identify the Selected Bidder by online reverse e-auction-cum-Tender, which shall be conducted with prior notice through sms and e-mail to the bidders. No personal interaction and negotiation is permitted.
- 3.3.3 In the event of withdrawal of offer by the Lowest Bidder, or failing to break "Tie bids" even after undertaking reverse e-Auction-cum-Tender, the QBEC shall annul the Bidding Process and invite fresh e-RFP.
- 3.3.4 After selection and obtaining administrative approval of the appropriate Government, a Letter of Award (the "**LOI/LOA**") shall be issued, in duplicate, by the Chief Engineer, Mechanical & Electrical. Irrigation & Waterways Directorate to the selected Bidder and the selected Bidder shall, within 15 (fifteen) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, 'The Authority' may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the invite fresh e-RFP (RFQ).
- 3.3.5 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Contractor to execute the Agreement within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement (which was uploaded with the RFQ).

### 3.4 Contacts during Bid evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

## 4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, the 'Authority' may reject a Bid, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Contractor, as the case may be, if it determines that the Bidder or Contractor, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Engineer-in-charge shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Agreement, or otherwise.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the 'Authority' may have under the LOA or the Agreement, or otherwise if a Bidder or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Contractor shall not be eligible to participate in any tender or RFP issued by the 'Authority' during a period of 1(one) year from the date such Bidder or Contractor, as the case may be, is found by the 'Authority' to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) "corrupt practice" means
    - (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the 'Authority' who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the Bid Acceptance or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or
    - (ii) save and except as permitted under the Clause 2.1.14 of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser of 'the Authority' in relation to any matter concerning the Project;
  - (b) "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
  - (c) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
  - (d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by 'The Authority' with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

- (e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## 5. PRE-BID CONFERENCE

- 5.1 Pre-Bid conferences of the Bidders shall be convened at the designated date **21.10.2024 & 25.10.2024 at 14.30 Hours** (IST) and in the office of the RFP Inviting Authority. Only those authorized persons who have downloaded the online e-RFP documents shall be allowed to participate in the Pre-Bid Conferences. A maximum of four representatives of each Bidder shall be allowed to participate on production of authorization letter from the original Bidder.
- 5.2 During the course of Pre-Bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive electronic Bidding Process. **However the assessed item rates derived in the Departmental Feasibility Report would not be divulged or Rate Analysis shown at any stage to any bidder or his agent or representative.**

## 6. MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India within the jurisdiction of Courts at [Kolkata] shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process. Any Dispute which is not resolved amicably by conciliation, as provided in Clause 26.2 of the Agreement, Settlement of Disputes:  
Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions hereinbefore mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of relating to the contracts, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the executions or failure to execute the same, whether arising during the progress of the work, or after the completion or abandonment thereof shall be dealt with as mentioned hereinafter:  
If the contractor considers any work demanded of him/her to be outside the requirements of the Agreement, or disputes any drawing, record or decision given in writing by the Engineer-in-Charge or any matter in connection with or arising out of the Agreement or carrying out of the work to be unacceptable, he/she shall promptly within 15 days request the Chairman of the Departmental Dispute Redressal Committee formed by Government, in writing for written instruction or decision. Thereupon, the Dispute Redressal Committee shall give its written instructions or decision within a period of one month from the date of receipt of the contractor's letter.  
Above provisions will be applicable irrespective of
- 6.2 The Authority in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and / or cancel the Bidding Process and / or amend and / or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - (b) consult with any Bidder in order to receive clarification or further information;
  - (c) Retain any information and/ or evidence submitted to the 'Authority' by, on behalf of, and/ or in relation to any Bidder; and/ or
  - (d) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and / or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the 'Authority', its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 6.4 The Bidding Documents and RFP are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this RFP, in the event of any conflict between them, the priority shall be in the following order:
- (a) the Bidding Documents ;
  - (b) the RFP.

i.e. the Bidding Documents at (a) above shall prevail over the RFP at (b) above.

# **Appendices**

**APPENDIX – I**

**Power of Attorney for signing of Bid**

***(Refer Clause 2.1.8 contained in the Instruction to Bidders)***

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/wife of ..... and presently residing at....., who is presently employed with us/ the Lead Member of our Consortium 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, ....., Irrigation & Waterways Directorate, Government of West Bengal, ('The Authority') 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 PRINCIPAL 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 Address & Contact nos.)

- 1.
- 2.

Accepted

Notarized

(Signature, name with date, designation and address of the Attorney)

*Notes:*

- 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 executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- 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.*
- 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.*

*(Note: To be uploaded on-line during bid submission in the 'APPENDIX' folder under Technical / Pre-Qual covers)*

**APPENDIX-II**

**Power of Attorney for Lead Member of Consortium**

*(Refer Clause 2.1.9 contained in the Instruction to Bidders)*

Whereas the Governor of West Bengal represented by \*\*\*\*\* (“The Authority”) having its Head Quarters & Principal office at \*\*\*\*\*, West Bengal (“The Authority”) has invited bids from pre-qualified and short-listed parties for the \*\*\*\*\* Project (the “Project”).

Whereas, ....., ....., and ..... (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium 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, all acts, deeds and things as may be necessary in connection with the Consortium’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, as the Lead Member and true and lawful attorney of the Consortium (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 and any one of us during the bidding process and, in the event the Consortium 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, 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 and generally to represent the Consortium 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’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.

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)

(Executant/s)

(To be executed by all the Members of the Consortium)

Notes:

- 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 executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- 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.*
- 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 Appostille certificate.*

***(Note: To be uploaded on-line during bid submission in the 'APPENDIX' folder under Technical / Pre-Qual covers)***

**APPENDIX-III**

Brief description of the project specific Architecture, Plan & programme of implementation (including layout, along with diagram drawing in separate sheets in pdf)

“(Name of the Project.....)”

(a)

- 1. The Project ‘**Construction Period**’ as per RFP = days
- 2. Defect Liability Guarantee Period post construction = days
- 3. Extended Warranty defect liability Operation & Maintenance = days

(b) Programme of implementation in a flow chart, either in bar chart or in CPM-PERT Networking method is proposed hereunder:

Executive Engineer, ..... Division

Signature and seal of the Bidder

*(Note: This Appendix is to be uploaded on-line during bid submission in the ‘APPENDIX’ folder under Technical / Pre-Qual covers)*



**APPENDIX-V**

**List of Technical Manpower**

Bidders should provide the names of suitably qualified personnel to meet the requirements for proper execution of the works. The data on their experience should be supplied using the Form below for each personnel

Sl no	Name of personnel	Title of position	Experience in the particular field	Professional qualification
A	Project Construction – Technical Manpower			
B	Project Defect Liability Period Maintenance Period - Manpower			
C.	Technical Expert Trainers - Manpower			
D.	Organization / company profile, hierarchy, organization setup, Management of Company (Project Management & Finance)			

Signature of the bidder with seal

**APPENDIX-VI****List of Machineries & equipments**

Sl. No.	Name of Machineries	Model No. / Make	Quantity	Ownership/ License
1.				
2.				
3.				

Signature of the bidder with seal

*(Note: To be uploaded on-line during bid submission in the 'MACHINERY' folder under OID covers)*



**Memo No:604/1(9)/24-25**

**Dated:04.10.2024**

Copy submitted for favour of kind information to:

- 1) The Secretary to the Govt. of West Bengal, I&W Department.
- 2) The Chief Engineer, Mechanical & Electrical, I&W Directorate, Govt. of West Bengal.
- 3) The Chief Engineer, West, I&W Directorate, Govt. of West Bengal.
- 4) The Chief Engineer, D & R, I&W Directorate, Govt. of West Bengal.
- 5) The Joint Secretary (Works) to the Govt. of West Bengal, I&W Department.
- 6) The Deputy Secretary (Works) to the Govt. of West Bengal, I&W Department.
- 7) The Superintending Engineer, Damodar Irrigation Circle, I&W Dte., Govt. of West Bengal.
- 8) The Executive Engineer, Damodar Head Works Division, I&W Dte. Govt. of West Bengal.
- 9) The Executive Engineer, Durgapur Mechanical & Electrical Division, Durgapur-02, Paschim Bardhaman.

Sd/-

(Gautam Bose)

Superintending Engineer  
South West Mechanical & Electrical Circle  
Durgapur-02, Paschim Bardhaman

**Memo No: 604/1(9)/1(3)24-25**

**Dated: 04.10.2024**

Copy forwarded for favour of kind information to:

- 1) The S.D.O/ Assistant Engineer, Damodar Mechanical Sub- Division, Durgapur, Paschim Bardhamam.
- 2) The Director of Information, Department of Information & Cultural Affairs, Nabanna, Shibpur, Mandirtala, Howrah-711102 for wide circulation.
- 3) Notice Board.

Sd/-

(Gautam Bose)

Superintending Engineer  
South West Mechanical & Electrical Circle  
Durgapur-02, Paschim Bardhaman

## Additional Terms and Conditions

The below mentioned particular should submit in a folder (Technical Proposal) on the time of e-bidding. It is also treated as statutory documents of e-bidding.

### **1. Methodology:**

**The interested bidders/contractors must suggest a detailed methodology/ technology of replacement of gate shutter no.33 & 34 in waterlogged condition with detailed justification. Bidders may also provide the drawing/sketch clarifying the methodology, if required. The departmental QBEC would verify and analyze the detailed methodology suggested by the bidder. If the methodology suggested by the bidder is fully satisfied and considered technically feasible by the QBEC, then the bidder will be technically qualified for going ahead with the next stage of financial bid opening in the e-RFP.**

Sd/-  
Superintending Engineer  
South West Mechanical & Electrical Circle  
Irrigation & Waterways Directorate