Enclosure-I

(Latest modified e-NIT 'Standard Format' for works of 'Tender Value' (Amount Put to Tender)above Rs.5.00 lakh upto Rs. 1 Crore)

Government of West Bengal Irrigation & Waterways Directorate Office of the Executive Engineer MALDA IRRIGATION DIVISION Green Park, P.O- Mokdumpur, Malda, e-Mail ID-maldairrigation@gmail.com

NOTICE INVITING e-TENDER

e-N.I.T No - WBIW/EE/MID/eNIT-38/2024-25

Encrypted electronic bids are hereby invited by the Executive EngineerMalda Irrigation Division, Green Park, Malda, Irrigation & Waterways Directorate on behalf of the Governor of the State of West Bengal through a single stage two part e-Procurement System; (Part I: Techno-commercial bid and Part II: Financial bid) for the 'LIST OF WORKS' given in the next page from eligible bonafide contractors/agencies/bidders having specified Pre-Qualification (eligibility) credential for execution of works of similar nature and desired financial capabilities. The technical bid in Part-I would require the bidder to qualify for the next phase of financial bid: Part-II, in which L1 bid price would determine the final selection and acceptance of a bidder for award of the Procurement of Goods & Workscontract.

Intending contractors/bidders desirous of participating in this e-Tender are required to login to the Government of West Bengal e-Procurement website having URL <u>https://wbtenders.gov.in</u> and locate the instant tender by typing **WBIW/EE** in the search engine provided therein, or by logging-in using their assigned User ID and password. They may also visit the official website of the Irrigation &Waterways Department, Government of West Bengal <u>www.wbiwd.gov.in</u>to locate the same e-Tender by scrolling the "e-. Procurement' link.

Contractors/bidders willing to take part in the e-Tender are required to obtain a valid Digital Signature-Certificate (DSC) from any of the authorized 'Certifying Authorities' (CA) under Controller of Certifying Authorities (CCA), 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, GoWB 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 websites. A list of such licensed CAs' are also available in the CCA website <u>cca.gov.in</u>. The prospective contractors / bidders may contact the Departmental e-Tendering Help desk located at the 7th Floor of Jalasampad Bhavan at Bidhannagar, Sector-II, Kolkata, through e-mails <u>irrigationhelpdesk@gmail.com</u> of <u>Jalasampad Bhavan</u> through e-mail <u>wbehelpdesk@gmail.com</u> or Ph:(033)-2334 5161 on any working day between 10.30AM-5.30PM for any query on e-Tendering procedure, obtaining DSC and free of cost training on e-Procurement procedure.

Intending contractors/bidders are required to download the e-Tender documents directly from either of the websites stated above. This is the <u>only mode</u> for submission of a tender. The interested bidders eligible for the tender are required to submit their bids through the e-Procurement System using their valid DSC e-Token with assigned PIN using login ID and password. Details of e-filing procedure for participating in e-tenders under State Government have also been explained in the 'Bidders' Manual', available in the Departmental website www.wbiwd.gov.in.

Last date & time of submission of bid electronically. is on 03-04-2025till 17.00Hours IST.

The applicant bidders/contractors are advised to carefully read all the 'Terms & Conditions' contained in this e-Notice Inviting Tender (e-NIT). He/she should particularly go through the minimum desired Prequalification (PQ) works credential & financial eligibility criteria and satisfy himself/herself of all the mandatory eligibility requirements. Bidders desirous of participating in the e-Tender should submit bids only if they fulfill the minimum PQ eligibility criteria and are in possession of all the required PQ Credential documents 'in original' as these may be summoned by the Tendering authority for verificationpurposes.

All information published in the website consisting of e-NIT and other related documents uploaded by the selected bidder, WB Works Contract Form No. 2911(i)/2911(ii), Bill of Quantities (BOQ), EMD exemption order, if any, corrigenda and drawings etc. if any, shall form a part of the Agreement / contract document. LIST OF WORKS

e-NIT No. :WBIW/EE/MID/eNIT-38/2024-25

Ċ.

Retinated Estimated Estimated Time Name of Work//Project/Procurement* Amount put Money Money allowed for Money Name of Work//Project/Procurement* Amount put (Rs.) Money allowed for Money 2 2 3 4 5 Maintenance and repair to the marginal (Rs.) 4 5 Maintenance and repair to the marginal (Rs.) 4 5 Maintenance and Kamalpur (i. e. Ch. 10.00 km to Pathanpara and Kamalpur (i. e. Ch. 10.00 km to 11,418.00 Rs. 5,70,919.00 Rs. 45 days 2025-26 Dist-Maida for the Financial year 2025-26 11,418.00 45 days			Maintenance & repair to the left bank of Gabuladarra channel at Gabuladarra village on the left bank of the river Mahanandta in GP- Mahishbathani, Block & PS-Old Malda, Dist- Malda, under Malda Irrigation Division for the year	Maintenance & repair to the right bank of Rs.8,13,332.00 Rs. 45 days Cahuladanra channel at Gahuladanra village on the fit bank of the river Mahananda in GP-Mahishbathani, Block & PS-Old Malda, Dist-Malda, under Malda under Malda under Malda Under Dor3-26.	Maintenance & Repair to the Kanchanbeel Circuit Embankment Top Road from Ch. 1.90 km to Ch. 3.55 km for a length of 1.45 KM in Block & P.S. 25,651.00 Rs. 45 days
n Source ah offund r	9	(W) SOS S	(N) SDS (M)	/NS SDS (M)	(W) SOS (M)
Minimum eligibility criteria to match the Prequalification (PQ) credential in terms of execution of similar completed previous works contract	7	Summary of minimum eligibility requirement to Technicallyqualify for the next stage of financial bid in This tender: A Technical PQ Credential: The bidder must have satisfactorily completed at least 1 (one) 's final ar nature' work under Government Sector within last five FYs or the date of publication of final billed value is the Credential Certificate based on final billed value is the Credential Certificate based on final billed value is factor completed within the preveling fixer Ys of imbain any of CC multiplied by inflationary factor completed within the preveling fixer fixer for the context of the theory of the fixer fixer fixer for the context of the preveling fixer fixer for the context of the preveling fixer fixer for the fixer fixer fixer fixer fixer fixer fixer for the fixer fixer fixer fixer fixer fixer fixer for the fixer f	- Do -	-Do-	- Do -
Physical Milestones for completion of each work withinstipulatedtime(Refer toClauser PoliheGene ral Terms & Conditions of e- NIT)	8	1# 15 Days - 30% 2# 15 Days - 30% 3# 15 Days - 40%	1 ¹⁴ 15 Days - 30% 2 ¹⁴ 15 Days - 30% 3 ¹⁴ 15 Days - 40%	14 15 Days - 30% 2** 15 Days - 30% 3** 15 Days - 40%	14 15 Days - 30% 24 15 Days - 30% 34 15 Days - 40%

2rd 15 Days - 40%	7# 15 Days - 30% 3# 15 Days - 40%	2** 15 Days - 30% 3** 15 Days - 40% 4** **********************************	2** 20 Days - 40%	2** 20 Days - 40%	1* 15 Days - 30% 2** 15 Days - 40% 3** 15 Days - 40%	1# 15 Days - 30% 2# 15 Days - 40% 3# 15 Days - 40%
- D0 -	-Do-	- Do -	- Do-	- Do -	- Do+	- Do-
(W) SOS	(W) SDS	(W) SOS	(W) SDS	(W) SOS	(W) SOS	(W) SOS
45 days	45 days	45 days	60 days	60 days	45 days	45 days
Rs. 33,091.00	Rs. 32,079.00	Rs. 12,125.00	Rs. 46,740.00	Rs. 25,799.00	Rs. 10,129.00	Rs. 11,498.00
Rs.16,54,545.00	Rs.16,03,963.00	Rs.6,06,239.00	Rs.23,37,022.00	Rs.12,89,972.00	Rs.5,06,433.00	Rs.5,74,877.00
Maintenance & Repair to the Kuriadaha Circuit Embankment Top Road from Ch. 0.20 km to Ch. 1.70 km and from Ch. 4.90 to Ch. 5.45 km for a total length of 1.80 km in Block & P.S. Gazole under Malda Irrigation Division, Green Park, Molda for the vent 2025-26.	to the Mashaldighi- kment Top Road from n and from Ch. 5.25 to ght of 1.70 km in Block da Irrigation Division, ear 2025-26.	Erosion of Mahananda ock & P.S- Irrigation r 2025-26.	* = = 5	ion of Mtr on village- ukhuria,	Protection work along two sides of Marginal embankment at Bonkul from Barkat house to Anarul house for a length of 140.00 m in G.P. Panchanandapur-I, Block: Kaliachak-II, P.S.	
2	Q	~	8	đ	9	7

d

30%	30%	- 30% - 40%	-40% -40%	- 30% - 40%	- 30% - 40%	- 30% - 30%
2rd 15 Days - 30% 3rd 15 Days - 40%	14 10 Days - 30% 24 10 Days - 30% 34 10 Days - 40%	14 10 Days - 30% 24 10 Days - 30% 34 10 Days - 40%	1# 10 Days - 30% 2# 10 Days - 30% 3* 10 Days - 40%	1# 10 Days - 30% 2# 10 Days - 30% 3* 10 Days - 40%	1# 10 Days - 30% 2# 10 Days - 30% 3# 10 Days - 40%	1# 15 Days - 30% 2** 15 Days - 30% 3** 15 Days - 40%
- Do -	- Do -	- Do -	-Do-	- Do-	- Do -	= Do+
(W) SOS	(W) SOS	(W) SOS	(W) SDS	(W) SOS	(M) SOS	(W) SOS
45 days	30 days	30 days	30 days	30 days	30 days	45 days
Rs. 69,679.00	Rs. 17,337.00	Rs. 16,182.00	Rs. 23,117.00	Rs. 23,579.00	Rs. 10,634.00	Rs. 10,814.00
Rs.34,83,956.00	Rs.8,66,872.00	Rs.8,09,081.00	Rs.11,55,830.00	Rs.11,78,947.00	Rs.5,31,682.00	Rs.5,40,711.00
Repair of damaged bituminous road for a length of 2500 metre from Krishnapur to Mandai More in Block: Kaliachak-III, PS: Baishnabnagar, Dist., Malda for the year 2025-26.	River Bank Strengthening work along left bank of river Ganga at Parlalpur in front of Nabra Mandal's house for a length of 75.00 m in G.P: Pardeonapur- Sovapur, Block: Kallachak-III, P.S: Baishnabnagar, Dist: Malda for the year 2025-26.	along left bank of it Mandal's house length of 70.00 m 3lock: Kaliachak- talda for the year	River Bank Strengthening work along left bank of river Ganga at Parlalpur from Nabra Mandal's house to Narayan Baidya's house for a length of 100.00 m in G.P.: Pardeonapur- Sovapur, Block: Kaliachak-III, P.S. Baishnabnagar, Dist: Malda for the vear 2025-26.	gthening work along left bark of rialpur from Jolly Mandal's house house for a length of 102.00 m in - Sovapur, Block: Kaliuchak-III, ar, Dist: Malda for the year 2025-	River bank Strengthening work along left bank of river Ganga at Parialpur in front of Shree Hari's house for a length of 46.00 m in G.P. Pardeonapur- Sovapur, Block: Kaliachak-III, P.S Baishnabnagur, Dist: Malda for the vear 2025-26.	
and the second second		and the second design of the s		16	17	99

g = A

222	8 4 8	* * *	2.4.1		0202020		-
1= 15 Days - 30% 2** 15 Days - 30% 3** 15 Days - 40%	1 ⁴ 15 Days - 30% 2 ⁴⁴ 15 Days - 30% 3 ⁴⁴ 15 Days - 40%	14 15 Days - 30% 2** 15 Days - 30% 3** 15 Days - 40%	1# 15 Days - 30% 2# 15 Days - 30% 3# 15 Days - 40%	1 st 15 Days - 30% 2 st 15 Days - 30% 3 st 15 Days - 40%	14 15 Days - 30% 2* 15 Days - 30% 3* 15 Days - 40%	14 15 Days - 30% 2rd 15 Days - 30% 3rd 15 Days - 40%	1# 15 Days - 30% 2 rd 15 Days - 30% 3 rd 15 Days - 40%
- Do -	- Dû -	- Do -	- Do-	-Da-	- Do -	- Do -	- Do-
(W) SOS	SDS (M)	(W) SOS	(W) SDS	SDS (M)	(W) SOS	(W) SDS	(W) SDS
45 days	45 days	45 days	45 days	45 days	45 days	45 days	45 days
fs. 10,044.00	Rs. 10,149.00	Rs. 12,154.00	Rs. 22,125.00	Rs. 15,900.00	Rs. 16,902.00	Rs. 40,105.00	32,894.00
Rs.5,02,189.00	Rs.5,07,457.00	Rs.6,07,675.00	Rs.11,06,240.00	Rs.7,95,011.00	Rs.8,45,119.00	Rs.20,05,256.00	Rs.16,44,678.00
200222	Repair of marginal embankment with bamboo protection work for a length of 190 Mtr at Laskaritola, G.P Panchanandapur-I, Block - Kaliachak - II, Malda for the year 2025-26.	M/R to the Existing Protection Work at the Right bank of River Punarbhaba for a length of 48 Mtr at Village Kupadaha (Near High School) G.P. Madnabati, Block & P.SBarnongola, Dist-Malda for the year 2025-26.		M/R to the Right bank of River Bramhoni for a length of 120 Mtr at Village Taltoli Bokchor G.P. Madnabati, Block & PS. Bamongola, Dist Malda for the year 2025-26.	Repair and Maintenance to existing protection work for a length of 30 mtr at Sonamonitala ghat infront of Basantitala mandir on the left bank of river Tangon at Bauxinagar Mouza, Aiho-G.P, P.S. & Block- Habibpur, Dist Malda under Malda Irrigation Division for the year 2025-26.	the local sector of the sector	M/R to the Existing Protection work at the Right bank of Ashuni Khari at Source point of river Punarbhaba for a length of 106 Mtr at Village Badiapara G.P. Gobindapur-Maheshpur, Block & P.S-Bamongola, Dist. Malda for the year 2025-26.
19	50	21	53	8	24 in 8	25 25 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8	88 88

ength of 50 M near Kuldeb Mandal house at Vill Koiritola in Block- Ratua-II, P.S. Pukhuria,	36,392.00		C	I	2# 20 Days - 30%. 3* 20 Days - 40%
river Dist	Rs. 18,093.00	60 days	(W) SOS	- Do -	14: 20 Days - 30% 2** 20 Days - 30% 3** 20 Days - 40%
-12000	Rs. 19,960.00	60 days	(W) SdS	- Do-	1# 20 Days - 30% 2# 20 Days - 30% 3# 20 Days - 40%
1.	Rs. 15,527.00	45 days	(W) SOS	- Do	1# 15 Days - 30% 2** 15 Days - 30% 3** 15 Days - 40%
and the second	26,027.00	45 days	(W) SDS (M)	- Do .	14 15 Days - 30% 2*4 15 Days - 30% 3*4 15 Days - 40%
	0 Rs. 21,039.00	45 days	(W) SOS	- Do-	14 15 Days - 30% 214 15 Days - 30% 314 15 Days - 40%
0.50	19,222.00	45 days	(W) SOS	- Do-	1# 15 Days - 30% 2# 15 Days - 30% 3# 15 Days - 40%
Maintenance and repair of the bankline alor construction of Staircase on the left bank o calindri at vill-Raghobati, Block-Ratua-II, Malda for the year of 2025-26. Maintainance and repuir to the bankline alor construction of Staircase on the left bank o construction of Staircase on the left bank o construction of Staircase on the left bank o dora Tangon at vill-Anantapur, Block & Habibpur, DistMalda For the year of 2025-2 Protection work along two sides of M embankment from Sarifuddin house to Ju Swasan more for a length of 300.00 m is Panchanandapur-I, Block: Kaliachak-II, MrR to the Existing Protection Work at Righ of River Pumarbhaba for a length of 72 Village Kupadaha Seshmatha G.P. Mad Block & P.SBamongola, DistMalda For th 2025-26. MrR to the Existing Protection Work at Righ of River Pumarbhaba for a length of 60 Village Kupadaha Dakhinpara G.P. Mad Block & P.SBamongola, DistMalda For th 2025-26. MrR to the Existing Protection Work at Righ of River Pumarbhaba for a length of 60 Village Kupadaha Dakhinpara G.P. Mad Block & P.SBamongola, DistMalda. F vear 2025-26. Maintenance and Repair to The 3 Nos Si along with river bank line on the left bank of Mahananda at Vill- Chhatianmore ghat Sahapur, Block & PS-Old Malda, Dist-Malda. Malada Irrigation Division for the year of 202 (*)Consortium & Joint Venture ar	Maintenance and repair of the bankline alongwith Construction of Staircase on the left, bank of river Kafindri at vill-Raghobati. Block-Ratna-II, Dist Malda for the year of 2025-26. Maintainance and repair to the bankline alongwith Construction of Staircase on the left bank of river More Tangon at vill-Anantapur. Block & P.S Habibpur, DistMalda For the year of 2025-26. Protection work along two sides of Marginal Rs.7,76,342.00 embankment from Sarifuddin house to Jugahala Protection work along two sides of Marginal Rs.7,76,342.00 Swasan more for a length of 300.00 m in G.P. Protection work along two sides to Marginal Rs.7,76,342.00 Swasan more for a length of 300.00 m in G.P. MR to the Existing Protection Work at Right bank Nothahari, Dist. Malda for the year 2025-26. MR to the Existing Protection Work at Right bank Nothahari, Dist. Malda For the year Village Kupadaha Seshmatha G.P. Madrubati, Block & P.SBannongola, DistMalda For the year Village Kupadaha Dakhinpara G.P. Madrubati, Block & P.SBannongola, DistMalda For the year Village Kupadaha Dakhinpara G.P. Madrubati, Block & P.SBannongola, DistMalda For the year Village Kupadaha Dakhinpara G.P. Madrubati, Block & P.SBannongola, DistMalda For the year Village Kupadaha Dakhinpara G.P. Madrubati, Block & P.SBannongola, DistMalda For the year 2025-26. Maintenance and Repair to The 3 Nos Staircase Rs.9,64,116.00 along with river bank line on the left bank of river Matananda at Vill- Chhatiannoce ghat, GP- Sahapur, Block & P.SOld Malda, Dist-Malda under Matananda at Vill- Chhatiannoce ghat, GP- Sahapur, Block & P.SOld Malda, Dist-Malda Uring Matananda at Vill- Chhatiannoce ghat, GP- Sahapur, Block & P.SOld Malda, Dist-Malda under Matananda at Vill- Chhatiannoce ghat, GP- Sahapur, Block & P.SOld Malda, Dist-Malda Uring Malda Irrigation Division for the year of 2025-26.	ngwith friver Rs.9,04,645.00 Rs. 18,093.00 Dist ngwith friver 18,093.00 ngwith friver Rs.9,98,021.00 18,093.00 of river 19,960.00 19,960.00 26. P.S. 19,960.00 26. P.S. 15,527.00 arginal galtala Rs.7,76,342.00 Rs. arginal galtala Rs.7,76,342.00 Rs. arginal hobati Rs.13,01,326.00 15,527.00 nubati P.S. 15,527.00 nubati Rs.13,01,326.00 Rs. nubati Rs.10,51,960.00 Rs. nubati Rs.10,51,960.00 Rs. nubati Rs.10,51,960.00 Rs. nubati Rs.10,51,960.00 Rs. or the 21,039.00 or the Sc.26.	Rs.9,04,645.00 Rs. Rs.9,04,645.00 18,093.00 Rs.9,96,021.00 18,093.00 Rs.1,7,6,342.00 19,960.00 Rs.1,7,6,342.00 19,960.00 Rs.13,01,326.00 15,527.00 Rs.13,01,326.00 26,027.00 Rs.10,51,960.00 26,027.00 Rs.10,51,960.00 21,039.00 Rs.10,51,960.00 21,039.00 Rs.10,51,960.00 19,222.00 remitted to bid in this e-tender. 19,222.00	Rs.9,04,645.00 Rs. 18,093.00 60 days Rs.9,98,021.00 18,093.00 60 days Rs.7,76.342.00 19,960.00 60 days Rs.7,76.342.00 19,960.00 60 days Rs.7,76.342.00 19,960.00 60 days Rs.7,76.342.00 15,527.00 45 days Rs.13,01,326.00 26,027.00 45 days Rs.13,01,326.00 26,027.00 45 days Rs.10,51,960.00 21,039.00 45 days Rs.10,51,960.00 21,039.00 45 days Rs.10,51,960.00 21,039.00 45 days	Rs.9.04.645.00 Rs. 18,093.00 60 days SDS (M) Rs.9.96.021.00 18,093.00 60 days SDS (M) Rs.9.96.021.00 19,960.00 60 days SDS (M) Rs.9.96.021.00 19,960.00 60 days SDS (M) Rs.17,76.342.00 19,960.00 45 days SDS (M) Rs.13,01.326.00 26,027.00 45 days SDS (M) Rs.13,01.326.00 15,527.00 45 days SDS (M)

2

Executive Engineer Malda Irrigation Division Green Park Malda

15. Payment against bills raised by thecontractor

Periodic Tax invoice/bills containing bidders GSTIN & other details needs to be submitted by the supplier/contractor/Agency/bidder to the DDO for raising claims for receiving payments of work executed under this contract /upon achieving physical Milestones clearly showing separately the Tax charged in accordance with the provisions of the GST Act, 2017.

The payment of Running Account as well as final bill for any work based on progress and performance will be made according to availability of fund and no claim due to delayin payment will be entertained.

16. No cost escalation in any form is included in the Tender ContractAgreement.

17. Bidvalidity

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

18. Definition of PhysicalMilestones:

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor, and which shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence. Time beingdeemed to be the essence of contract on the part of the contractor, the contractor shall be bound in all cases, to achieve the 'Milestones' as specified by the Engineer-in-Charge with the AOC, defining pertaining to the work. The contractor within 15 days of receipt of Letter of Acceptance shall submit a work programme commensurate with period of construction in the form of a Bar Chart work programme, stating the timeline of such different Milestones'. In the event of the contractor failing to comply with any of the conditions related to achieving the Milestones' within the specified time period prescribed for such 'Milestone' plus one month, he/she shall be liable to paycompensation. If the contractor fails to commence and/or maintain required progress over the total time allotted for its full completion and fails to complete the work and clear the site on or before the end of contract period or extended date of completion, he/she shall, without prejudice to any other rights or remedy available under the law on account of such breach, pay as agreed compensation to the implementing Department. This will also apply to itemsorgroupofitemsforwhichaseparateperiodofcompletionhasbeenspecified.

19. Withdrawal of bid in aTender

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

20. Critical dates of thise-Tender

SI. No.	Activity	Date & Time	Remarks		
1.	Publishing Date	17-03-2025 at 10:00 Hrs.			
2,	Document Download start date	-do-	1 20170		
3.	Bid submission start date	-do-	To be made		
4,	Document Download end date	03-04-2025 at 17:00 Hrs.	available		
5.	Bid submission end date	03-04-2025 at 17:00 Hrs.	with the e NIT in the		
6.	Technical Bid opening date with preliminary result (TBO Sheet)	07-04-2025 at 15:00 Hrs.	website		
7.	Uploading of the list of Technically qualified final list of bidders (TBE Sheet)				
8.	Financial Bid opening date (FBO Sheet)	To be suitably decided by TIA	notified to a bidders through e-		
9.	Uploading of CS (Comparative Statement) and uploading of Final FBE Sheet	To be suitably decided by EE(TAA)	mail & SMS through auto-		
10.	Uploading of the Letter of Invitation / Acceptance LOI/LAO	-do-	generation in the		
1.	Uploading of Award of Contract (AOC) (Work Order)	-do-	system.		

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

TAA: e-Tender Accepting Authority (Executive Engineer)

Special Terms & Conditions of the Contract

- 1. The Executive Engineer of the concerned Division shall be the Engineer-in-Charge in respect of the works contract and all correspondence concerning rates, claims, change in specifications and/or design and similar important matters will be valid only if accepted/recommended by the Engineer-in-Charge. If any correspondence of above tender is made with Officers other than the Engineer-in-charge for speedy execution of works, the same will not be valid unless copies are sent to the Engineer-in-Charge and also approved by him/her. Instructions given by the Sub-Divisional Officer/Assistant Engineer and the Junior Engineer/Section Officer (SO) on behalf of the Engineer-in-Charge shall also be valid (who have been authorized to carry out the work on behalf of the Engineer-in-Charge) regarding specification, supervision, approval of materials and workmanship. In case of dispute relating to specifications and work, the decision of Engineer-in-Charge shall be final and binding. The Engineer-in-Charge will however take all decisions relating to works contract only after recommendation/ advice of the Tender Accepting Authority. If there is more than the Executive Engineer assigned for the tender, the Chief Engineer would designate the Engineer-in-Charge for the work.
- 2. Acceptance of the tender including the right to distribute the work between two or amongst more than two bidders with same L1 rates will rest with the Tender Accepting Authority without assigning reason thereof to any of the bidders. The tender accepting authority reserves the right to reject any or all tenders without assigning sufficient justification thereof to the bidder/contractor. No additional or excess work or additional items of work beyond the tendered amount would be generally allowed. All excess, supplementary or substitute supplementary items of work, if unavoidable are to be accepted by the Tender Accepting Authority only if the total value of work on completion is within the tendered amount. The exiting contract would be terminated after achieving work up to tendered cost (gross value) and balance work would be taken up afresh after fresh sanction and new tender, except in the interest of public services, in rare & special cases under specific approval of theGovernment.
- The Contractor/bidder shall have to comply with the provisions of (a) Contract Labour (Regulation & Abolition) Rules, 1970 including its revisions (b) Minimum Wages Act 1948 and the modification thereof or any other laws relating thereto as will be in force from time totime.
- Engineer-in-Charge shall not entertain any claim whatsoever from the contractor for payment of compensation on account of idle labour on such grounds including non-possession of encumbrance free land. Escalation of cost due to inflationaryeffectsoranyotherreasonisnotpermittedduringconstructionperiodorextendedtimeperiodofcontract.
- Engineer-in-Charge shall not be held liable for any compensation due to machines & equipments becoming idle or any circumstances including untimely rains, other natural calamities, strikesetc.
- 6. All statutory taxes, viz. GST / labour welfare cess, labour insurance etc or revision of taxation rates even after AOC or commencement and before final completion of the work are to be borne by the contractor/bidder. Original tax invoice/challan or bill of those materials, which are procured by the bidder, may be asked to be submitted for verification ifrequired.
- Before publication of this eNIT, tender related all published orders/memorandum/others Govt. instruction are applicable for this eNIT.
- 8. Labour Welfare Cess @ 1% of the cost of construction works shall be deducted from the Gross value of all works bills. Also it is instructed to compulsorily register his/her establishment under the Act, under the competent registering authority, i.e. Assistant Labour Commissioner / Dy. Labour Commissioner of the region for disbursing PF and ESI benefits of workers. The bidder should be mandatorily be registered online with Employees Provident Fund Organisation (EPFO) in the on-line system and posses EPF code and all current documents. Penalties and complaints due to non compliance of on-line EPF registration and default is the full responsibility of the bidder even if the TIA is by default the Principalemployer
- Adjustment of original bid prices/escalation cost/ mobilization advance / secured advance shall not be permitted for any reason whatsoever due to cost and time over run unless specified otherwise in the contract or the e-Notice InvitingTender.
- 10. GST, Čess, License fees, Royalty for construction materials, forest product etc, Toll Tax, Income Tax, Ferry Charges and other Statutory Government Taxes as applicable during project implementation are to be paid by the contractor/bidder. The rates of supply and finished work items are inclusive of these taxes and levy. Tax invoice/bills needs to be submitted by the supplier/bidder for raising claims under the contract after attaining of physical milestones showing separately the tax charged in accordance with the provisions of GST Act,2017.
- 11. All working tools & plants, scaffolding, construction of vats & platforms and arrangement of Labour Camps will have to be arranged by the contractor at his/her own cost. The contractor shall clear the site of work and restore all damages made due to the Labour camp, erection of yards and godowns, stores etc within 30 days of completion ofwork.
- The contractor shall supply mazdoors, bamboos, ropes, pegs, flags T&P, Machineries and equipments etc. for laying
 out the work and for taking and checking measurements for which no extra payment will bemade.
- 13. The contractor/bidder should see the site of works and tender documents, drawings etc. before submitting tender and satisfy himself/herself regarding the condition and nature of works and ascertain difficulties that might be encountered in executing the work, carrying materials to the site of work, availability of drinking water and other human requirements & security etc. Work on river banks may be interrupted due to a number of unforeseen reasons e.g. sudden rise in water levels, inundation during flood, inaccessibility of working site for carriage of materials. Engineer-in Charge may order the contractor to suspend work that may be subjected to damage by climate conditions. No claim willbeentertainedonthisaccount. Theremaybevariationinalignment, heightofembankmentordepthofcutting.

Page16of23

location of revetment, structures etc. due to change of topography, river condition and local requirements etc. between the preparation and execution of the scheme for which the tendered rate and contract will not stand invalid. The contractor will not be entitled to any claim or extra rate on any of these accounts.

- 14. A machine page numbered Site Order book (with triplicate copy) will have to be maintained at site by the contractor and the same has got to be issued from the Engineer-in-Charge before commencement of work. Instructions given by inspecting officers not below the rank of Assistant Engineer will be recorded in this book and the contractor must note down the action to be taken by him in this connection as quickly aspossible.
- The contractor shall be bound to comply with all the Central & State Pollution Control Acts & Rules during entire construction period.
- 16. All possible precautions should be taken for the safety of the people and work force deployed at worksite as per safety rule in force. Contractor will remain responsible for his labour in respect of his liabilities under the Workmen's Compensation Act etc. He must deal with such cases as promptly as possible. Proper road signs as per P.W.D. practice will have to be erected by the contractor at his own cost while operating public thoroughfares. Also, display boards containing brief description and name of project with completion target dates shall be erected at a prominent location at the work site by the contractor for public awareness. Insurance of workers and materials is the responsibility of the bidder during entire constructionperiod.
- 17. The contractor will have to maintain qualified technical employees and/or Apprentices at site as per prevailing Apprentice Act or as stipulated in the contract. No compensation for establishment charge will beentertained.
- 18. The contractor will have to accept the work programme as per modifications and priority of work fixed by the Engineerin-Charge so that most vulnerable reach and/or vulnerable stretch is completed before impending monsoon or rise in river flood water level or commencement of canal irrigation water release or for other suitablereasons.
- 19. Quantities of different items of work mentioned in the departmental tender schedule/BOQ or in work order are only tentative. In actual work, these may vary considerably. Payment will be made on the basis of works actually completed in different items as per specifications and codes, and no additional claim will be entertained for reduction of quantities in some items or for omission of some items. For execution of any additional item or supplementary works within the tendered value with the total completion value remaining within the accepted tendered cost, approval of the Tender Accepting Authority/Government in the Irrigation & Waterways Department would berequired.
- 20. In order to cope with the present system of e-pradan billing, departmental supply of construction materials is discouraged. However, Departmental materials may be issued to the contractor/ bidder to the extent of requirements as assessed and following accounts procedure in the Treasury system of bill payment and in instalments as decided by the Engineer-in-Charge. Issue of materials may be of threecategories.
 - a) Materials issued directly to the work and subject to recovery.
 - b) Materials issued from departmental go down and subject torecovery.
 - c) Materials issued free ofcost.

Decision of the Engineer-in-Charge should be final and binding in this regard. He also stands solely responsible for reconciliation of accounts, if materials are issued to the contractor.

- 21. Any materials brought to site by the contractor subject to approval of the Engineer-in-Charge. The rejected materials must be removed by the contractor from the site at his own cost within 48 hours of issue of the order to that effect. The rates in the schedule are inclusive of cost and carriage of all materials to worksite. The materials will have to be supplied in phase with due intimation to the Sub-Divisional Officer/Assistant Engineer concerned in conformity with the progress of the work. For special type of materials, i.e. Geo Synthetic Bags, HDPE Bags, Geo Textile Filter, Geo jute Filter etc. if any, relevant Data Sheet containing the name of the Manufacturers, Test Report etc. will also be submitted in each occasion. Engineer-in-Charge may conduct independent test on the samples drawn randomly before according approval for using the materials at site. In this regard decision of Engineer-in-Charge shall be final and binding.
- 22. For materials under category 19(a),(b)&(c), the contractor will act as the custodian thereof. The materials will have to be carried from the nearest Departmental go-down to worksite by the contractor at his own cost. The contractor shall remain responsible for the proper storage and safety of the materials. Suitable Go-down/ Store shall have to be made by the contractor at his/her own cost. Penalty charges shall be levied at higher rate for loss, wastage, misuse. Surplus materials of the departmental if any, shall have to be returned to the issuing Go-down or store at the contractor's cost within the time frame as fixed by Engineer-in-Charge, otherwise, the cost at penal rate will be recovered from the bill. Indent for departmental materials shall be submitted by the contractor to the AE/S.D.O. at least 7 days in advance of actual requirement. No claim will be entertained for non-issuance of such materials in time but reasonable extension of time will be granted. All materials, whatever be the category thereof, shall be properly stored by the contractor in suitable go downs near the site of work at his own cost & under no circumstances whatsoever shall any material be removed from the site of work without prior written permission of the Engineer-in-Charge. The contractor shall be responsible for any damage, wastage or loss of suchmaterials.
- 23 The contractor shall also have to satisfy the Engineer-in-Charge regarding the proper utilization of materials which have been issued departmentally.
- Value of the material, under category (a) & (b) of clause 19, will be recovered from the bills of the contractor in one or successive instalments as may be decided by the Engineer-in-Charge.

Page17of23

- 25. Requisite quantity of cement as may be required for the work will be supplied from the nearest Departmental go down if stock permits. The issue rate of cement is shown in the Schedule of materials attached. Any excess consumption of cement by more than 5% over the final consumption statement drawn up as per consumption rate specified in the Schedule will be recovered at a penal rate shown inschedule.
- 26. Reinforcement steel rods/MS sheet piles/bitumen will be issued if stock permits, from the nearest departmental godown where such material is available in marketable length/quantities. While issuing the same, for any particular work, the quantity actually required as per approved drawing shall only be issued. While executing the work, it will be responsibility of the Contractor/bidder as well as the Engineer-in-Charge to get this quantity properly utilized in the work. Cut pieces, if any will not be taken back by the Department. Recovery for the total quantum of steel issued will be made at the issue rate shown in the Schedule below. In case of misuse over +10%, deduction will be made at a penal rate shown in the Schedule below. This whole principle shall apply in case of other M.S materials like sheet piles and structural steel members aswell.
- 27. The work is to be executed strictly as per specification attached with e-NIT and shall confirm relevant Indian Standard Codal provisions and good industry practice. In the absence of any such provision in some items, the tending authority reserves the right to adopt suitable InternationalCode/specifications/standards.
- All queries and disputes arising out of the works contract during construction phase are to be brought to the notice of the Chairman of the 'Department Dispute Redressal Committee' in writing for decision within 15days.
- 29 Contractor(s) should have to ensure the mandatory engagement of Job Card holders as unskilled workers for execution of awarded work in order to implement the "KARMASHREE" scheme launched by the State Government, vide No-1140-PRD-33011/1/2024 MGNREGA SEC, Dated-07.03.2024. They also have to submit periodic statement, on such engagement in the manner stalled in the aforesaid order to the Engineer-In-Charge in the prescribed format. This is guided by as per memorandum of 1 &W. Department, Government of West Bengal vide No-20-W/2024-25 Dated-19.07.2024.

30. SCHEDULE OF RECOVERY RATES OF DEPARTMENTALLY SUPPLIED CONSTRUCTIONMATERIALS

SI. No	Name of materials	Issue rate (in `)	Unit	Penalty recovery rate for loss or misuse or wastage (if otherwise not mentioned specifically in the SoR)	Place of delivery
01	Cement		MT	2 (Two) times issue rate	Departmental Godown
02	Reinforce- ment steel rods,- structural- steel- members, M.S sheet Piles		MT	2-(Two) times issue rate	-do-
03	Bitumen		MT	2(Two) times issue rate	-do-

(Digital Signature verified)

(Sd/) Executive Engineer Malda Irrigation Division, Irrigation & Waterways Directorate

Page18of23

FORM 1

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

APPLICATION FOR e-TENDER

To,

The Executive Engineer

...... Division, I&W Directorate

e- TenderNo:-WBIW/EE/MID/eNIT-38/2024-25Serial No. of Works applied for :-....

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

Dear Sir,

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

Datedthis	dayof	20	
Full name of Bi	dder /Contractor	10	
Name in fullofS	ignatory/s*:		
In the capacity*	of:		
Duly authorized	I to sign bid		
for & on behalf	of (NameofFirm):		
(In block Capita	I letters ortyped)		
Office address	with seal:		
Telephone no(s	i)(office)		
MobileNo			
Fax No:			
E mailID:	8		

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

(DIGITAL SIGNATURE OF BIDDER)

Page19of23

FORM - 2

Declaration against Common Interest

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

Ref:- e-NITNo.WBIW/EE/MID/eNIT-38/2024-25,

e-Tender IDNo.....

SI. No.ofwork (in the list of work in thee-NIT)

To, Executive Engineer Division Irrigation & Waterways Directorate

IWe,Sri/Smt._____, the authorized signatory on behalfof

......doherebyaffirmthati/We/anyofthemember

do not have any common interest either as a partner in any other partnership firm /consortium/Joint Venture or as

Proprietor / Principal Share Holder of any other Firm/Company in the same serial for the work I / we want toparticipate.

Datedthis	dayof	20	
Full name of Bi	dder /Contractor		
AuthorisedSign	atory		
In thecapacityo	t		
Duly authorized	to sign bid		
for & on behalf	of (NameofFirm):		
(In block Capita	al letters ortyped)		
Office address	with seal:		
Telephone no(s	s)(office)		- :
MobileNo			
E mailID:			

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

(DIGITAL SIGNATURE OF BIDDER)

Page20of23



Declaration on antecedents and performance

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

Ref:- e-NITNo.WBIW/EE/MID/eNIT-38/2024-25,

e-Tender IDNo.....

Work SI. No.....

-	-			
	Г		•	
	r	×		
	•	0	e	r

Executive Engineer

Division

Irrigation & Waterways Directorate

I/We, Sri/Smt

the second second second second second , the authorized signatory on behalfof doherebyaffirmthatl/We/anyofthemember

are not black listed suspended or debarred from participation in State Government procurements and tenders in the Irrigation & Waterways Directorate, Government of West Bengal, other Departments of the State Government and Government of India on the date of publication of this Notice Inviting Tender (NIT).

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

Full name of Bidder /Contractor

AuthorisedSignatory_____

In the capacityof:

Duly authorized to sign bid

for & on behalf of (NameofFirm):_____

(In block Capital letters ortyped)

Office address with	seat	
---------------------	------	--

Telephone no(s)(office)

MobileNo _____

Fax No:

E mailID:

(DIGITAL SIGNATURE OF BIDDER)

FORM-6*

SPECIMEN FORMAT FOR THE BANK GUARNATEE FOR ADDITIOANAL PERFORMANCE SECURITY DEPOSIT

(*To be submitted only if the bid price quoted by the bidder is below 20% of the estimated cost put to tender, non submission within 7 working days from date of issuance of LOA/LOI will lead to rejection of selected bidder. Similar standard format issued by RBI approved Bank pledging Bank Guarantee of the required value and period in favour of Engineer-In-Charge is acceptable)

To,

...... (Designation ofEngineer-in-Charge)

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

WHEREAS (name and address of Contractor) (hereafter called "the Contractor") has undertaken, in pursuance ofContractNo: dated toexecute (name of Contract and brief description of Works) (hereinafter called "theContractor").

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

ANDWHEREASwe (Indicate the name of the bank and branch) have agreed to give the Contractor such a BankGuarantee:

(Indicate the name of bank and branch) hereby affirm that we NOWTHEREFOREwe aretheGuarantorandresponsibletoyouonbehalfoftheContractor,uptoatotalof Rs. (amountofguarantee) (in your written demand undertake you. upon first We to words). pay andwithoutcavilorargument, asum within the limits of (amount of guarantee) as a foresaid without your needing to prove or to show grounds or reasons for your demand for the sum specifiedtherein.

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

We. (Indicate the name of the bank and branch) further agree to pay to you any money so demanded not withstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present absolute and unequivocal.

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

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

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

This guarantee shall be valid upto ------. It come into force with immediate effect and shall remain in force and valid for a period upto the time of completion of the work under the stated contract plus

Page22of23

20

of

Signed andsealedthis

day

at

SIGNED, SEALED AND DELIVERED

For and on behalf of the BANK

by: (Signature)

(Name)

(Designation

(Code

Number)

(Address)

NOTES:

 The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee

The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch (within West Bengal/AT PAR ANYWHERE IN INDIA only to be accepted) should be mentioned on the covering letter of issuing Branch.

Page23of30

e-NIT No WBIW/EE/MID/eNIT-38/2024-25

Memo No.: - 333 (13)

Dated: 13/03/2025

Copy submittedto :-

- 1. The Chief Engineer (North), Irrigation & Waterways Directorate, Govt.of West Bengal, Green Park, Malda
- The Superintending Engineer, North Irrigation Circle-I, Irrigation & Waterways Directorate, Government of West Bengal, Green Park, P.O.-Mokdumpur, Dist.-Malda.
- The District Magistrate(DM), Malda.
- Sub-Divisional Officer, Sadar, Malda.
- Sub-Divisional Officer, Chanchal, Malda.
- 6. Sabhadhipati, Malda Zilla Parishad, Malda, P.O. & Dist.-Malda...
- Karmadhyaksha, Krishi-&-SamabayeeSthayee Samity, Malda Zilla Parishad, Malda.
- 8. Sub-Divisional Officer, Malda Irrigation Sub-Division, Green Park, P.O.-Mokdumpur, Dist.- Malda.
- 9. Sub-Divisional Officer, Malda Investigation Sub-Division, Green Park, P.O.-Mokdumpur, Dist.- Malda.
- Sub-Divisional Officer, Ganga Anti Erosion Sub-Division No.- I, Green Park, P.O.-Mokdumpur, Dist.-Malda.
- Sub-Divisional Officer, Ganga Anti Erosion Sub-Division No.- II, Green Park, P.O.-Mokdumpur, Dist.-Malda.
- 12. Divisional Accounts Branch of Malda Irrigation Division, Green Park, Malda.
- OFFICE NOTICE BOARD of Office of the Executive Engineer, Malda Irrigation Division, Green Park, P.O.-Mokdumpur, Dist.- Malda.

Enclo.: As Stated

Executi Malda Irrigation Division Green Park Malda

Page24of30