



## **Enclosure-I**

**Government of West Bengal**  
**Irrigation & Waterways Directorate**  
**Office of the Executive Engineer**  
**River Research Institute**  
**Mohanpur, Nadia - 741246**

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### **NOTICE INVITING e-TENDER**

**e-N.I.T No - WBIW/EE/SDP/RRI/eNIT-04/2025-26**

**Memo No: 3T-1/1212**

**Date : 15/09/2025**

Encrypted electronic bids are hereby invited by the Executive Engineer, Sunderbans Delta Project R.R.I., 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 & Works contract.

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 <https://wbtenders.gov.in> 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 [www.wbiwd.gov.in](http://www.wbiwd.gov.in) 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 abovementioned websites. 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 Departmental e-Tendering Help desk located at the 7th Floor of Jalasampad Bhavan at Bidhannagar, Sector-II, Kolkata, through e-mails [irrigationhelpdesk@gmail.com](mailto:irrigationhelpdesk@gmail.com) and [dvcsc6816@gmail.com](mailto:dvcsc6816@gmail.com) or Telephone No. 033-23346098 and the State Level e-Procurement Help Desk located at the Ground Floor of Jalasampad Bhavan through e-mail [wbehelppdesk@gmail.com](mailto:wbehelppdesk@gmail.com) 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 only mode 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](http://www.wbiwd.gov.in).

**Last date & time of submission of bid electronically, is on 09/10/2025 till 15:00 Hours 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 Pre-qualification (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 verification purposes.

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-N.I.T No - **WBIW/EE/SDP/RR/1/eNIT-04/2025-26**

| Sl. No. | Name of Work//Project/Procurement*                                                                                                                                                                                                                                                                                                                                              | Estimated Amount put to Tender (Tender Value) (Rs.) | Earnest Money (EMD) (Rs.) | Time allowed for completion (In English Calendar days) | Source of fund | Minimum eligibility criteria to match the Prequalification (PQ) credential in terms of execution of similar completed previous works contract                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Physical Milestones for completion of each work within stipulated time (Refer to Clause 17 of the General Terms & Conditions of e-NIT)                                                                                                                                                                  |
|---------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|---------------------------|--------------------------------------------------------|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1       | 2                                                                                                                                                                                                                                                                                                                                                                               | 3                                                   | 4                         | 5                                                      | 6              | 7                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 8                                                                                                                                                                                                                                                                                                       |
| 1       | "Estimate for collection of soil samples for Geotechnical Investigation at different location including laboratory testing for design of 5 bridges over Durbachati River, Solatopa River, Bhosra Khal & Local Drainage Channel at Daspur-I&II block under GHATAL MASTER PLAN Dist-Paschim Medinipur to be conducted by River Research Institute, I&W Dte, Govt of West Bengal." | 10,10,643.00                                        | 20,213.00                 | 20(Twenty) days                                        |                | <p>Summary of minimum eligibility requirement to technically qualify for the next stage of financial bid in this tender:</p> <p><b>A. Technical PQ Credential:</b></p> <p>I. The bidder must have satisfactorily completed at least 1 (one) '<b>similar nature</b>' work at below mentioned description under Government Sector within last five FYs on the date of publication of this NIT of Gross monitory value of 3,03,193.00/- (Gross monitory value is calculated based on final billed value is the Credential Certificate (CC) multiplied by inflationary factor completed within the preceding five FYs of similar in nature, of Gross notional Value not be less than 30% of the amount put to tender of the work for which the bidder chooses to participate in this NIT.</p> <p><b>Bonafide outsiders having credential of execution of soil sample collection nature of work of value 30% of the amount put to tender within the last 5 years. Value ₹ 3,03,193.00/-)</b></p> | <p>Physical Milestones for completion of each work within stipulated time (Refer to Clause 5.1 and Clause 2 of the Conditions of the Contract Agreement in West Bengal Form No. 2911)</p> <p>As per Work Programme prepared and uploaded by the Tender Inviting Authority in the form of Bar Chart.</p> |

(\*) Consortium & Joint Venture are not permitted to bid in this e-tender.

**(General Terms & Conditions for Contract: 'Tender value' above Rs 5.0 Lakh up to Rs 100.00 Lakh)**

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

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

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

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

a. There should be full compatibility (matching between the technical PQ credential submitted by the bidder in the form of Credential Certificate (CC) along with other relevant documents as stated under Clause 3.2B III) relating to any work successfully completed by the bidder and technical PQ criteria specified in the e-NIT for any particular serial of works for which the bidder intends to bid. In other words, technical PQ credential certificate along with relevant documents submitted for any work should at the minimum; satisfy the technical PQ eligibility criteria specified for that work. Normally there should be separate CC along with relevant documents for each of the serial of works, the bidder intends to bid and the serial number relevant to the CC should be clearly written on the body of the CC and also on the other documents stated under **Clause 3.2B III**. However, the bidder will also reserve the right to submit one CC along with relevant documents for bidding in more than one serial of work, provided cumulative technical PQ credential of all such serials should be fulfilled by one single CC. In such case also, serial numbers of the relevant works for which the CC is submitted should be clearly written on the body of the CC by the bidder. Omission of serial numbers on the body of the CC and also on the other documents stated under **Clause 3.2B III**, in case of bidding for more than one serial will lead to rejection of all the bids.

b. Average of gross annual turnover of the individual bidder/Organization/consortium or Joint Venture for any three financial years within preceding five financial years, as stated under Clause 7V, should not less than the summation of turnover requirements of the relevant individual serial of works for which the bidder intends to bid.

**3. Submission of bid**

**3.1 General procedure for submission of e-bid**

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

**3.2 Technical Proposal**

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

| Cover No | Cover              | Document Type | Descriptions    |
|----------|--------------------|---------------|-----------------|
| 1        | Pre-Qual/Technical | .pdf          | NIT_Corrigendum |
|          |                    | .pdf          | Agreement 2911  |

|   |         |                 |           |
|---|---------|-----------------|-----------|
|   |         | .pdf            | Forms     |
|   |         | .pdf/jpg/WinRAR | Drawings  |
|   |         | .pdf/jpg        | BAR_CHART |
| 2 | Finance | .xls            | BOQ       |

### 3.2 A Descriptions of Technical (Pre-Qual) Covers

- 'NIT\_Corrigendum' folder:** e-Notice Inviting Tender is to be downloaded in entirety, digitally signed and uploaded during e-bid submission in **"NIT\_Corrigendum"** folder. **'Corrigenda/Addenda'** if published in connection with the NIT is to be digitally signed and uploaded in the **'NIT\_Corrigendum'** folder merged with e-NIT documents during e-bid submission.
- 'Agreement\_2911' folder:** Contract /Agreement in WB Form No. 2911(i) published in the e-Tender is to be downloaded digitally signed and uploaded during e-bid submission in **Agreement\_2911** folder.
- 'Forms' folder:** Applications for e-Tender: vide self declaration format in specimen **Form-1** , Self declaration of bidder not having common interest as a different bidder organisation in any other work tendered under different serials of this particular e-NIT vide specimen **Form-2**, and self declaration on antecedents and performance of the bidder in specimen **Form-4**.  
*All above are to be filled up completely, digitally signed and uploaded during bid submission in **"Forms"** folder.*
- Drawings folder:** The GAD/Plan/Map published in the e-Tender by the Tender Inviting Authority is to be downloaded by the bidder digitally signed and again uploaded during e-bid submission in **"Drawings"** folder
- BAR\_CHART folder:** **BAR CHART/Work Programmes in other Networking Methods** prepared by TIA in pdf file defining the Physical Milestones of the construction period for implementation of the project is to be downloaded by the bidder digitally signed and again uploaded during e-bid submission in **"BAR\_CHART"** folder

#### 3.2A.NOTE:

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

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

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

#### My Document Format for uploading in the OID folder:-

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

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

\* OID denotes Other Important Documents.

**Note:**

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

**3.2 C(I) Certificate/s:** The documents mentioned below under Serial a, b & c are to be uploaded as 'PDF' files in Certificate.pdf1 (*name of the file should be "certificates.pdf"*)  
The document mentioned under Sl. d below is to be uploaded in GST Registration Certificate.pdf2 file

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

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

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

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

- i. Work Order/Award of Contract or the Letter of Acceptance (LoA) duly authenticated by the competent issuing authority is to be

submitted under Technical cover (*name of file should be "credential.pdf 1*).

- ii. Pre-Qualification (PQ) credential of one 100% completed work of Gross Notional Value as desired in the NIT as the Credential Certificate (CC) duly authenticated by competent authority. (*Name of file should be "credential.pdf 2*).

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

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

**Note:** a. *If the bidder Company/Firm was set up less than three years ago, audited balance sheets and P/L Accounts for the number of years since inception are to be submitted under Technical cover and the average value would be evaluated only for the period since inception and not three years. Credential Certificate (CC) given as PQ Work Credential may also contain payment certificate and in those cases separate payment certificate is not required.*

- b. *No file in Technical / Pre-Qual cover or OID cover folder is allowed by the system to be kept blank/empty. Where ever the forms and documents are uploaded by the Tender Inviting Authority, the same is to be downloaded, duly filled up, converted to pdf file, and again uploaded after digital signing, forming a part of tender document. These formats are specimens or samples only and deviation from specimen format is not a sufficient ground for rejection of the bid. Relevant blank Forms are to be firstly downloaded by the bidders from the NIT in e-Procurement portal, filled up completely and again uploaded with their electronic bid. No offline document is acceptable from bidders by TEC during evaluation stage.*

**3.3 Financial proposal / bid under Financial cover:-**

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

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

**4. Tender Fee and Earnest Money Deposit (EMD)**

**i. Tender Fees:**

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

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

Bidders are required make payment of Earnest Money (EMD) through the e-Payment banking system, on-line and should read in advance the instructions carefully, particularly those contained in the challan generated in the e-transaction of the portal, if opted for EMD payment through RTGS/NEFT. Only if the bidder is exempted from payment of EMD by the State Finance Department, the Govt order for such exemption is to be uploaded while opting for EMD exemption category. Any misjudgement and resultant non submission of EMD will lead to rejection of the bid. Finance Department has exempted from payment of EMD to State Registered Labour Cooperative Societies, Mackintosh Burn Limited, Westinghouse Saxby Farmer Limited & Britannia Engineering Limited only. **State & Central Govt SSI Units are exempted from EMD for tenders for procurements and supply of Goods only and not works contracts. However, all other PQ credentials are to be fulfilled by each**

**(b) Additional Performance Bank Guarantee:**

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

The Additional Performance Security shall have to be submitted by the selected L1 bidder after issuance of Letter of Acceptance / Letter of Invitation (LoA/LoI) within seven working days and before issuance of Award of Contract (AoC) in the form of "Bank Guarantee" of any Scheduled Bank approved by RBI, payable at Kolkata or / in West Bengal, as per specimen format Form-6. If the bidder fails to submit the said value of BG as Additional Performance Security within the seven working days, he may pray for extension of BG submission date within the prescribed 7 days period by another seven days with reasons to be recorded in writing (which is 14 working days from

date of issuance of LoA). Else, its/their Earnest Money Deposit (EMD) will be forfeited without any prejudice by the Tender inviting authority and the defaulting bidder also debarred from further participation in all future I&WD tenders for a period of one year for committing the offence on the first occasion and for a period of two years for recurrence of the same offence.

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

**4A. Login by bidder:**

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

**4B. EMD payment procedure:**

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

**b. Payment through RTGS/NEFT:**

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

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

**4C. Refund/Settlement Process for EMD:**

- i. After decrypting/admitting of all e-bids, the preliminary technical bid evaluation (TBO) summary sheet would be published in the Portal after two working days, and thereafter at least after four working days, the Final technical evaluation (TBE) summary sheet would be published in the Portal with simultaneous electronic processing in the e-Procurement portal by the tender inviting authority done so that status of the all bids as qualified or disqualified; based on the Final Bid Evaluation Sheet (FBE) is made available to all bidders along with the details of the unsuccessful bidders to ICICI Bank by the e-Procurement portal through web services.
- ii. On receipt of the information from the e-Procurement portal, the Bank will refund through an automated process the EMD of the bidders disqualified at the technical evaluation to the respective bidders' bank accounts from which they made the EMD on-line

transaction. Such refund will take place within T+2 Bank working days where T will mean the date on which information on rejection of bid is uploaded to the e-Procurement portal by the Tender Inviting Authority.

- iii. Once the financial bid evaluation is electronically processed in the e-Procurement portal, EMD of the technically qualified bidders other than that of the L1 will be refunded, through an automated e-process, to the respective bidders' bank accounts from which they made the payment transaction. Such refund will take place within T+2 Bank working days where T will mean the date on which information on rejection of financial bid is uploaded to the e-Procurement portal by the tender inviting authority.
- iv. As soon as the L1 bidder is awarded the contract (AOC), the same is processed electronically in the e-Procurement portal for transfer to Government Receipt under Public Accounts of the State through GRIPS where under the security deposit will also be collected in connection with the work.
- v. All refunds will be made mandatorily to the Bank account from which the payment of EMD was initiated.
- vi. If the e-tender is cancelled, then the EMD would be reverted to the original bidder's bank account automatically after such cancellation order is processed online by the Tender Inviting Authority.
- vii. TIA reserves the right to forfeit the EMD electronically in case of breach/violation of tender rules as defined under clause 8 & 9.

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

- i. Credential Certificates (CC) for one/single 100% completed work within last five financial years on the date of publication of NIT will only be accepted as valid PQ credential of work. Incomplete ongoing work shall not be considered for valid PQ Credential. Payment Certificate without containing mandatory details shall not be treated as valid.
- ii. It is desirable that CC should preferably contain the name with designation, postal address of office, contact Telephone No./FAX / e-mail ID of the authority issuing the CC for the work along with name of work, amount put to tender, date of completion of the work, gross final billed value of the 100% completed work, certificate of issuing authority indicating successful and satisfactory completion. Illegible certificates, absence of contact details making it time consuming for verification purposes of CC issued by authorities outside the State are liable to be rejected by the Bid Evaluation Committee (TEC).
- iii. Credential Certificates (CC) of successfully completed works in any Department/autonomous authority of the Government of West Bengal will be considered. CC of 100% completed works executed under any other State / Central Government Ministry / Department / Nationalised Financial Institution Organisation / Govt. Undertaking / Govt. Enterprises or Government Institutions or Local Government Bodies (Municipalities, Zilla Parishad & Panchayat Samities within West Bengal, will also be considered as valid PQ Credential. Such CC are to be issued by an officer/authority not below the rank of Executive Engineer / Divisional Engineer / District Engineer/Project Manager of the State/Union Government Departments/ Organisations; authorised signatories of CC for Panchayat Samities and Municipalities shall be the BDO & Executive Officers or equivalent administrative officers respectively. It is desirable to have telephone and FAX or e-mail addresses of the signatory of the CC for all offices outside West Bengal for verification purposes.

#### 6. Pre Qualification (PQ) eligibility criteria

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

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

| Year            | Description                                  | Multiplying factor to arrive at gross notional amount |
|-----------------|----------------------------------------------|-------------------------------------------------------|
| Current         | The financial year of floating of NIT        | 1.00                                                  |
| 1 <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-Tender for a particular work are such that one happens to have worked as a sub-contractor of the other, and both the contractors/bidders PQ submit work credential of having completed the same job either wholly or partly, then in such case the PQ credential of the principal contractor will be considered while that of the sub-contractor will not be taken into consideration for determining the eligibility criteria of the contractor/bidder during technical evaluation of the tender. If the PQ Credentials submitted by hitherto contractors/bidders are for different works, then both the PQ Credentials will be considered for determining the eligibility criteria of the individual contractors/bidders.

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

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

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

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

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

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

**9. PROCEDURE FOR SUSPENSION AND DEBARMENT OF SUPPLIERS/ CONTRACTORS**

**A. SCOPE:**

The procedures laid down in subsequent paragraphs shall govern the suspension and debarment of suppliers, contractors and bidders ("Contractors" for brevity) involved in Government procurement for offenses or violations committed during competitive bidding and contract implementation, or even later for the works under Irrigation & Waterways Department, Government of West Bengal. The concerned Chief Engineer shall publish the suspension and debarment order in the Departmental website with the approval of I&W Department in the designated link within 1 (one) working day of issuance of such order. The TIA shall recommend the case to HTEC/TEC who with opinion of Chief Engineer will place it before DTC/QBEC/DTTC for approval.

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

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

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

**C. DEFINITION OF TERMS:-**

- i. **Bidder:** A person/Contractor/Agency/Company/Society/Corporation participating in the procurement process and/or a Person/Contractor/Agency/Joint Venture/Consortium/ Corporation having an Agreement/ Contract for any procurement with the Department shall be referred as bidder.
- ii. **Bid Evaluation Committees or Tender Evaluation Committees (HTEC/TEC/QBEC in short):**
  - a. Bid / Tender Evaluation Committee'(TEC) for the bids upto tender value of Rs. 45.00 lakh (TEC) invited by the Executive Engineer will be comprising of i) Concerned Executive Engineer as Chairperson and Convener, ii) Assistant Engineer concerned to the work as Member, iii) Another Assistant Engineer from Division as Member or the Junior Engineer posted as the Divisional Estimator.
  - b. or, Evaluation Committee constituted by the Department from time to time.
- iii. **Consolidated Debarment List:** A list prepared by the Departmental Debarment Committee/Chief Engineer containing the list of bidders debarred by the Irrigation & Waterways Department, Government of West Bengal. The list would be displayed prominently in the designated link in website of the Department clearly stating the period of suspension/debarment.
- iv. **Contract implementation:** A process of undertaking a project in accordance with the contract /Agreement documents.
- v. **Debarment:** An administrative penalty, in addition to the contract/Agreement provisions, disqualifying a bidder from participating in any procurement process under Irrigation & Waterways Department, Government of West Bengal for a given period.
- vi. **Debarred Bidder:** A Bidder who was disqualified by the competent authority of the Irrigation & Waterways Department, Government of West Bengal.
- vii. **Department:** Irrigation & Waterways Department, Government of West Bengal

- viii. **Entity:** A person/Contractor/Agency/Joint Venture/Consortium/Corporation participating in the procurement process and/or a Person/Contractor/Agency/Joint Venture/Consortium/Corporation having an agreement/ contract for any procurement with the Department shall be referred as entity.
- ix. **Offence:** A violation or breach of the Constitution of India, laws, regulations, laid down procedure, etc under Prevention of Corruption Act, 1988, Code of Criminal Procedure, 1973 u/s 195(1) and Section 197(1), Competition Act, 2007 and IT Act, 2000 as amended.
- x. **Procurement:** It is the act of buying goods, services or works from an external source. It is favourable the goods, services or works are appropriate and that they are procured at the best possible cost to meet the needs of the acquirer in terms of quality and quantity, time and location.
- xi. **Procuring Entity/Authority:** The officer authorised by the Irrigation & Waterways Department, Government of West Bengal for procurement.
- xii. **Suspension:** Temporary disqualification of a bidder from participating in the procurement process of Irrigation & Waterways Department for a period of 6 (six) months when an offence is made against a bidder.

**D GROUNDS FOR SUSPENSION AND DEBARMENT**

- i. Submission of eligibility requirements containing false information or falsified documents.
- ii. Submission of Bids that contain false information or falsified documents, or the concealment of such information in the Bids in order to influence the outcome of eligibility screening or any other stage of the bidding process.
- iii. Unauthorised use of one's name/digital signature certified for purpose of bidding process.
- iv. Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his favour.
- v. All other acts that tend to defeat the purpose of the competitive bidding such as lodging false complaints about any bidder, posting baseless allegation about any officer duly authorised by the Department, restraining any interested bidder to participate in the bidding process etc.
- vi. Refusal to accept an award after issuance of 'Letter of Acceptance' or enter into contract with the Government without justifiable cause.
- vii. Refusal or failure to post the required performance security/earnest money within the prescribed time without justifiable cause.
- viii. Subcontracting of the contract or any part thereof without prior written approval of the procuring entity.
- ix. Failure solely due to fault or negligence of the Contractor, to mobilize and start work within the specified period as mentioned in the 'Letter of Acceptance' / 'Letter of Acceptance cum work Order' / 'Work Order' / 'Notice of Process' / 'Award of Contract' etc. ultimately resulting in rescindment of contract.
- x. Failure to fully and faithfully comply with the contractual obligations without valid cause, or failure to comply with any written lawful instruction of the procuring entity or his representative(s) pursuant to the implementation of the contract, ultimately resulting in rescindment of contract.
- xi. For the procurement of goods, unsatisfactory progress in the delivery of the goods by the manufacturer, supplier or distributor arising from his fault or negligence and / or unsatisfactory or inferior quality of goods, vis a vis as laid down in the contract.
- xii. Refusal or failure to upload a self-declaration in specimen format of Form-4 to the effect of any previous debarment imposed by I&WD, any other Department of State Government and or Central Government.
- xiii. Wilful or deliberate abandonment or non-performance in a project or contract by the contractor / suppliers resulting to substantial breach thereof without lawful and / or just cause(s).
- xiv. **Non-submission of authentic Bank Guarantee of required amount by the selected bidder in a tender for Procurement of Goods & Works, if the bid price is below 20% of the tender value within the period as prescribed in the e-NIT, 7 working days from date of issue of LOA which may be extended upto maximum 14 working days.**

**E. CATEGORY OF OFFENSE:**

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

**F. Procedure and Rules of Debarment :**

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

**G. PENALTY FOR OFFENSE:**

- a. For committing 1<sup>st</sup> degree offense any of the cases referred under Clause 9 D (i) to (v), forfeiture of earnest money and debarment for a period of six months, if the offense is detected during technical evaluation. If the offence is detected after award of the contract and if the offender happens to be the agency selected for work, and such selection is made due to oversight, forthwith termination of the contract and determination of contract value in accordance with clause 3(ix) (c) of West Bengal Form No. 2911(i)/ (ii), and simultaneous debarment for a period of six months. Further, in case the offense is detected after completion of work and payment of

final bill the Work credential earned would be declared as 'null and void', so that the same cannot be used in future as PQ credential for securing other works contracts in the Irrigation & Waterways Department, together with debarment for a period of six months.

- b. For committing 1<sup>st</sup> degree offense in any of the cases referred under Clause 9 D (vi), (vii), (xiii) to (xv), forfeiture of earnest money and debarment for a period of one year. For committing offenses under Clause 9D (xv), debarment period shall be for one calendar year preferably from the date on which the due date for submission of BG had expired (i.e 8<sup>th</sup> or 15<sup>th</sup> working day from date of receipt of LOA /LOI) by the concerned Chief Engineer to be notified in the Departmental website.
- c. For committing 1<sup>st</sup> degree offense in any of the other cases under Clause 9 D (viii) to (xii), termination of contract and its determination in accordance with Clauses 2 & 3 of West Bengal Form No. 2911(i)/(ii), including debarment for a period of two years.
- d. For committing 2<sup>nd</sup> degree offenses under above all categories, period of debarment will be twice the corresponding period for 1<sup>st</sup> degree offenses, in addition to other penal provisions for 1<sup>st</sup> degree offense.

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

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

#### **11. Site inspection prior to submission of tender**

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

#### **12. Conditional and incomplete tender**

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

#### **13. Opening & evaluation of tender**

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

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

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

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

##### **13.2 Process of Technical Evaluation in a tender**

Within 24 hours of uploading the TBO summary sheet containing Preliminary Technical Qualification result, any of the aggrieved bidder, may seek clarification / redressal / review from the TEC on the list of bidders, in writing/through e-mail with supporting facts / figures / documents. If such clarification /review relates to eligibility of other bidders, on the grounds of submission of false/ forged / manipulated / inappropriate credentials, modalities prescribed in the Departmental Notification shall be followed. In case, the review only seeks the eligibility of the applicant himself, views of the Tender Evaluation Committee (TEC) would be communicated in writing to that bidder within next two (2) working days. If the bidder is not satisfied with the clarification of the TEC, he/she may appeal to the concerned Chief Engineer within 24 hours of receipt of communication from the TEC. The concerned Chief Engineer will dispose such complaints jointly, in associated with at least another available Chief Engineer within next 2 working days. Thereafter final Technical Evaluation Sheet (TBE) of the technically qualified bidders would be uploaded, after incorporating modifications if required. The TIA shall while uploading the final TBE summary sheet accept or reject electronically the admitted bids based on the advice of TEC as per TBE summary sheet. Thus at this stage the rejected bidders will get back their EMD. e-mail communication in official e-mail address of TIA or TAA shall be treated as a valid mode of communication. The minimum time period from date of TBO summary sheet uploading and TBE summary sheet uploading shall be 4 working days or more.

##### **13.3 Uploading the list of technically qualified contractors/bidders**

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

#### 13.4 Opening and Evaluation of Financial Proposal/bid

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

#### 13.5 Tender Accepting Authority (TAA)

Authority to which the power has been delegated to accept tenders as per latest Finance Department Notification will function as the Tender Accepting Authority (TAA) for evaluation of technical and financial proposals of works having tender value within his/her range of acceptance.

- i. As per present delegation, TAA for different tenders within the range above Rs 0.10 Lakh upto Rs 45.00 Lakh would be For e-Tenders of value up to Rs 100.0 lakh (above Rs 5.00 lakh and up to Rs 100.0 lakh): Executive-Engineer (SDP), RRI, I&W Directorate.
- ii. For e-Tenders of value up to 5.00 lakh (above Rs 1.0 Lakh up to Rs 5.0 Lakh): A.E/ Executive- Engineer (SDP), RRI, I&W Directorate.
- iii. For tenders of value up to Rs 1.0 Lakh relating to works only, is to be tendered in a single bid system in off-line mode to be accepted by A.E, RRI, I&W Directorate. [off-line single bid system Manual Tenders] on the basis of technically sanctioned costs.

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

- i. The lowest (L1) financial bid for all works tenders is accepted as a rule. If for any reason the lowest (L1) bid is not accepted, reference is to be made to the appropriate Government for orders as to which of the contractor /bidder the work should be awarded.
- ii. Maximum 5% excess beyond the 'Tender Value' (Amount put to Tender) may be accepted as per delegated power to the Executive Engineer up to Rs 45.00 lakh, and at least three valid bids have been received in the financial bid stage, provided tender value after abatement is within the administratively approved cost. Maximum 5 % excess beyond the 'Tender Value' (Amount put to Tender) may be accepted above tenders of value below Rs 3.00 lakh upto 5% above amount put to tender and also 5% excess over administratively approved amount, proposal for revised administrative approval/Expenditure sanction would have to be submitted to the Government, but acceptance of tender and issue of work order may not be kept pending for want of revised approval.
- iii. Above 5% and up to 10% of the Tender Value can be recommended to the Government for acceptance by the Departmental Tender Committee (DTC) subject to the conditions that valid technically qualified bids should not be less than three and L1 bid is accepted and tendered amount is within the administratively approved cost. In case of excess over administratively approved amount, revised

administrative approval would have to be submitted to the Government but acceptance of tender, and issue of work order may not be kept pending for want of Revised Administrative Approval/ Revised Financial sanction.

- iv. If the response to an e-Tender is less than three, then Tender should be invited afresh. Such Re-Tender notice shall be published in widely circulated dailies as per guidelines and also through e-Tender web portals. Prior to invitation of Re-Tender / fresh e-Tender, the eligibility criteria and other terms & conditions as contained in the first 'Notice Inviting e-Tender' (e-NIT) shall have to be reviewed/relaxed by the Tender Inviting Authority, to ascertain whether (i) it was too much restrictive, say, specifications and qualifications were fixed at higher standards than required, (ii) advertisements in the widely circulated Newspapers were properly published and (iii) other related procedural matters were observed in its entirety.
- v. If the number of valid bids received even in re-tender is less than three, it should be referred by the TIA to the DTC and even the appropriate Government along with the recommendation of the DTC for decision, in accordance with Finance Department Memorandum and other relevant orders in vogue at the time of publication of the e-tender.
- vi. For acceptance of L1 bid after 2<sup>nd</sup> / 3<sup>rd</sup> re-tenders is still above 10% of the Tender Value (Amount put to tender), upon specific recommendation of the DTC as mentioned at clause 13.4, with that of the Department shall have to be sent to the Finance Department for decision.
- vii. All above tender rules apply for all types of works and procurements i.e Plan, Non Plan, deposit works tenders.

**14. General guidelines for acceptance of e-Tender**

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

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

The contractor/bidder, whose bid is approved for acceptance, shall within 15 days of the receipt of Letter of Invitation (LOI) or Letter of Acceptance (LOA) in his / her favour, will have to execute a 'Formal Agreement' with the Engineer-in-Charge in quadruplicate in W.B.F. 2911(i)/2911(ii) and all other contract documents, entire set of which may be obtained free of cost from the office of the designated Executive Engineer, Sunderban Delta Project Division in-charge of the work tendered.

If the selected L1 bidder fails to turn up even after 30 days after the initial 15 days from the date of uploading of the AOC in the e-Procurement portal or the despatch date of official communication for signing of the Contract/Agreement, the selected bidder is liable for penal actions which shall comprise blacklisting, debarring from future participation in Government tenders, immediate forfeiture of the Earnest Money deposited in the tender, other penal actions as stipulated under clause 9 & 10 of the e-NIT, the Departmental Notification and also contained in contract W.B Form No. 2911(i)/ 2911(ii)/ Agreement.

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

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

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

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

**18. Bid validity**

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

**19. Definition of Physical Milestones:**

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

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

**20. Withdrawal of bid in a Tender**

Withdrawal of e-Tender once the bid has been submitted online and after passing of end date for submission and has been accepted

for further processing, is not allowed. EMD will be forfeited by the Government and the L1 bidder/contractor penalised in terms of clause 8 referred earlier would be applicable.

## 21. Critical dates of this e-Tender

| Sl. No. | Activity                                                                         | Date & Time                                                                                                                                                                                 | Remarks                                                                                   |
|---------|----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| 1.      | Publishing Date                                                                  | 18.09.2025 at 17.00 Hrs.                                                                                                                                                                    | To be made available with the e-NIT in the website                                        |
| 2.      | Document Download start date                                                     | 18.09.2025 at 17.00 Hrs.                                                                                                                                                                    |                                                                                           |
| 3.      | Bid submission start date                                                        | 18.09.2025 at 17.00 Hrs.                                                                                                                                                                    |                                                                                           |
| 4.      | Document Download end date                                                       | 09.10.2025 at 17:00 Hrs.                                                                                                                                                                    |                                                                                           |
| 5.      | Bid submission end date                                                          | 09.10.2025 at 17:00 Hrs.                                                                                                                                                                    |                                                                                           |
| 6.      | Technical Bid opening date with preliminary result (TBO Sheet)                   | 10.10.2025 at 14.00 Hrs.... Or later                                                                                                                                                        | To be notified to all bidders through e-mail & SMS through auto-generation in the system. |
| 7.      | Uploading of the list of Technically qualified final list of bidders (TBE Sheet) | To be decided by EE with at least 4 (Four) clear working days after Technical Bid uploading date in order to enable registering of grievance and decision of Appellate authority, if any ). |                                                                                           |
| 8.      | Financial Bid opening date (FBO Sheet)                                           | To be suitably decided by TIA                                                                                                                                                               |                                                                                           |
| 9.      | Uploading of CS (Comparative Statement) and uploading of Final FBE Sheet         | To be suitably decided by EE(TAA)                                                                                                                                                           |                                                                                           |
| 10.     | Uploading of the Letter of Invitation / Acceptance LOI/LAO                       | -do-                                                                                                                                                                                        |                                                                                           |
| 11.     | Uploading of Award of Contract (AOC) (Work Order)                                | -do-                                                                                                                                                                                        |                                                                                           |

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

TAA: e-Tender Accepting Authority (Executive Engineer)

### Special Terms & Conditions of the contract

- The EE/SDP 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.
- 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 the Government.
- The Contractor/bidder shall have to comply with the provisions of (a) Contract Labour (Regulation & Abolition) Rules, 1970 including its revisions (b) Minimum Wages Act 1948 and the modification thereof or any other laws relating thereto as will be in force from time to time.
- Engineer-in-Charge shall not entertain any claim whatsoever from the contractor for payment of compensation on account of idle labour on such grounds including non-possession of encumbrance free land. Escalation of cost due to inflationary effects or any other reason is not permitted during construction period or extended time period of contract.
- Engineer-in-Charge shall not be held liable for any compensation due to machines & equipments becoming idle or any circumstances including untimely rains, other natural calamities, strikes etc.
- All statutory taxes, viz. GST / labour welfare cess, labour insurance etc or revision of taxation rates even after AOC or commencement and before final completion of the work are to be borne by the contractor/bidder. Original tax invoice/challan or bill of those materials,

which are procured by the bidder, may be asked to be submitted for verification if required.

7. Labour Welfare Cess @ 1% of the cost of construction works shall be deducted from the Gross value of all works bills. Also it is instructed to compulsorily register his/her establishment under the Act, under the competent registering authority, i.e. Assistant Labour Commissioner / Dy. Labour Commissioner of the region for disbursing PF and ESI benefits of workers. The bidder should be mandatorily be registered online with Employees Provident Fund Organisation (EPFO) in the on-line system and posses EPF code and all current documents. Penalties and complaints due to non compliance of on-line EPF registration and default is the full responsibility of the bidder even if the TIA is by default the Principal employer
8. Adjustment of original bid prices/escalation cost/ mobilization advance / secured advance shall not be permitted for any reason whatsoever due to cost and time over run unless specified otherwise in the contract or the e-Notice Inviting Tender.
9. GST, Cess, License fees, Royalty for construction materials, forest product etc, Toll Tax, Income Tax, Ferry Charges and other Statutory Government Taxes as applicable during project implementation are to be paid by the contractor/bidder. The rates of supply and finished work items are inclusive of these taxes and levy. Tax invoice/bills needs to be submitted by the supplier/bidder for raising claims under the contract after attaining of physical milestones showing separately the tax charged in accordance with the provisions of GST Act, 2017.
10. All working tools & plants, scaffolding, construction of vats & platforms and arrangement of Labour Camps will have to be arranged by the contractor at his/her own cost. The contractor shall clear the site of work and restore all damages made due to the Labour camp, erection of yards and godowns, stores etc within 30 days of completion of work.
11. The contractor shall supply mazdoors, bamboos, ropes, pegs, flags T&P, Machineries and equipments etc. for laying out the work and for taking and checking measurements for which no extra payment will be made.
12. The contractor/bidder should see the site of works and tender documents, drawings etc. before submitting tender and satisfy himself/herself regarding the condition and nature of works and ascertain difficulties that might be encountered in executing the work, carrying materials to the site of work, availability of drinking water and other human requirements & security etc. Work on river banks may be interrupted due to a number of unforeseen reasons e.g. sudden rise in water levels, inundation during flood, inaccessibility of working site for carriage of materials. Engineer-in Charge may order the contractor to suspend work that may be subjected to damage by climate conditions. No claim will be entertained on this account. There may be variation in alignment, height of embankment or depth of cutting, location of revetment, structures etc. due to change of topography, river condition and local requirements etc. between the preparation and execution of the scheme for which the tendered rate and contract will not stand invalid. The contractor will not be entitled to any claim or extra rate on any of these accounts.
13. A machine page numbered Site Order book (with triplicate copy) will have to be maintained at site by the contractor and the same has got to be issued from the Engineer-in-Charge before commencement of work. Instructions given by inspecting officers not below the rank of Assistant Engineer will be recorded in this book and the contractor must note down the action to be taken by him in this connection as quickly as possible.
14. The contractor shall be bound to comply with all the Central & State Pollution Control Acts & Rules during entire construction period.
15. All possible precautions should be taken for the safety of the people and work force deployed at worksite as per safety rule in force. Contractor will remain responsible for his labour in respect of his liabilities under the Workmen's Compensation Act etc. He must deal with such cases as promptly as possible. Proper road signs as per P.W.D. practice will have to be erected by the contractor at his own cost while operating public thoroughfares. Also, display boards containing brief description and name of project with completion target dates shall be erected at a prominent location at the work site by the contractor for public awareness. Insurance of workers and materials is the responsibility of the bidder during entire construction period.
16. The contractor will have to maintain qualified technical employees and/or Apprentices at site as per prevailing Apprentice Act or as stipulated in the contract. No compensation for establishment charge will be entertained.
17. The contractor will have to accept the work programme as per modifications and priority of work fixed by the Engineer-in-Charge so that most vulnerable reach and/or vulnerable stretch is completed before impending monsoon or rise in river flood water level or commencement of canal irrigation water release or for other suitable reasons.
18. Quantities of different items of work mentioned in the departmental tender schedule/BOQ or in work order are only tentative. In actual work, these may vary considerably. Payment will be made on the basis of works actually completed in different items as per specifications and codes, and no additional claim will be entertained for reduction of quantities in some items or for omission of some items. For execution of any additional item or supplementary works within the tendered value with the total completion value remaining within the accepted tendered cost, approval of the Tender Accepting Authority/Government in the Irrigation & Waterways Department would be required.
19. In order to cope with the present system of e-pradan billing, departmental supply of construction materials is discouraged. However, Departmental materials may be issued to the contractor/ bidder to the extent of requirements as assessed and following accounts procedure in the Treasury system of bill payment and in instalments as decided by the Engineer-in-Charge. Issue of materials may be of three categories.
  - a) Materials issued directly to the work and subject to recovery.
  - b) Materials issued from departmental go down and subject to recovery.
  - c) Materials issued free of cost.Decision of the Engineer-in-Charge should be final and binding in this regard. He also stands solely responsible for reconciliation of accounts, if materials are issued to the contractor.
20. Any materials brought to site by the contractor subject to approval of the Engineer-in-Charge. The rejected materials must be removed by the contractor from the site at his own cost within 48 hours of issue of the order to that effect. The rates in the schedule are inclusive of cost and carriage of all materials to worksite. The materials will have to be supplied in phase with due intimation to the Sub-Divisional Officer/Assistant Engineer concerned in conformity with the progress of the work. For special type of materials, i.e. Geo Synthetic Bags, HDPE Bags, Geo Textile Filter, Geo jute Filter etc. if any, relevant Data Sheet containing the name of the Manufacturers, Test Report etc. will also be submitted in each occasion. Engineer-in-Charge may conduct independent test on the samples drawn randomly before according approval for using the materials at site. In this regard decision of Engineer-in-Charge shall be final and binding.
21. For materials under category 19(a),(b)&(c), the contractor will act as the custodian thereof. The materials will have to be carried from the

nearest Departmental go-down to worksite by the contractor at his own cost. The contractor shall remain responsible for the proper storage and safety of the materials. Suitable Go-down/ Store shall have to be made by the contractor at his/her own cost. Penalty charges shall be levied at higher rate for loss, wastage, misuse. Surplus materials of the departmental if any, shall have to be returned to the issuing Go-down or store at the contractor's cost within the time frame as fixed by Engineer-in-Charge, otherwise, the cost at penal rate will be recovered from the bill. Indent for departmental materials shall be submitted by the contractor to the AE/S.D.O. at least 7 days in advance of actual requirement. No claim will be entertained for non-issuance of such materials in time but reasonable extension of time will be granted. All materials, whatever be the category thereof, shall be properly stored by the contractor in suitable go downs near the site of work at his own cost & under no circumstances whatsoever shall any material be removed from the site of work without prior written permission of the Engineer-in-Charge. The contractor shall be responsible for any damage, wastage or loss of such materials.

22. The contractor shall also have to satisfy the Engineer-in-Charge regarding the proper utilization of materials which have been issued departmentally.
23. Value of the material, under category (a) & (b) of clause 19, will be recovered from the bills of the contractor in one or successive instalments as may be decided by the Engineer-in-Charge.
24. Requisite quantity of cement as may be required for the work will be supplied from the nearest Departmental go down if stock permits. The issue rate of cement is shown in the Schedule of materials attached. Any excess consumption of cement by more than 5% over the final consumption statement drawn up as per consumption rate specified in the Schedule will be recovered at a penal rate shown in schedule.
25. Reinforcement steel rods/MS sheet piles/bitumen will be issued if stock permits, from the nearest departmental go-down where such material is available in marketable length/quantities. While issuing the same, for any particular work the quantity actually required as per approved drawing shall only be issued. While executing the work, it will be responsibility of the Contractor/bidder as well as the Engineer-in-Charge to get this quantity properly utilized in the work. Cut pieces, if any will not be taken back by the Department. Recovery for the total quantum of steel issued will be made at the issue rate shown in the Schedule below. In case of misuse over +10%, deduction will be made at a penal rate shown in the Schedule below. This whole principle shall apply in case of other M.S materials like sheet piles and structural steel members as well.
26. The work is to be executed strictly as per specification attached with e-NIT and shall confirm relevant Indian Standard Codal provisions and good industry practice. In the absence of any such provision in some items, the tending authority reserves the right to adopt suitable International Code/specifications/standards.
27. All queries and disputes arising out of the works contract during construction phase are to be brought to the notice of the Chairman of the 'Department Dispute Redressal Committee' in writing for decision within 15 days.
28. SCHEDULE OF RECOVERY RATES OF DEPARTMENTALLY SUPPLIED CONSTRUCTION MATERIALS

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

(Digital Signature verified)

SD/-

**Executive Engineer  
Sunderban Delta Project,  
River Research Institute  
Irrigation & Waterways Directorate**

**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  
Sunderban Delta Project,  
River Research Institute  
I&W Directorate

e- Tender No: - **WBIW/EE/SDP/RRi/eNIT-04/2025-26**

Serial 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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_\_\_

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

Name in full of Signatory/s\*: \_\_\_\_\_

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

Duly authorized to sign bid

for & on behalf of (Name of Firm): \_\_\_\_\_

(In block Capital letters or typed)

Office address with seal: .....

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

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

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

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

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

(DIGITAL SIGNATURE OF BIDDER)

**FORM – 2**

**Declaration against Common Interest**

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

Ref:- e-NIT No. **WBIW/EE/SDP/RR/eNIT-04/2025-26**,

e-Tender ID No.....

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

To,  
Executive Engineer  
Sunderban Delta Project,  
River Research Institute  
Irrigation & Waterways Directorate

I/We, Sri/Smt. \_\_\_\_\_, the authorized signatory on behalf of  
..... do hereby affirm that I/We/any of the member  
of..... bidding against e - NIT No. **WBIW/EE/SDP/RR/eNIT-04/2025-26** Sl. No. .... do not  
have any common interest either as a partner in any other partnership firm /consortium/Joint Venture or as Proprietor / Principal  
Share Holder of any other Firm/Company in the same serial for the work I / we want to participate.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

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

Authorised Signatory: \_\_\_\_\_

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

Duly authorized to sign bid

for & on behalf of (Name of Firm): \_\_\_\_\_

(In block Capital letters or typed)

Office address with seal: .....

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

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

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

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

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

)

(DIGITAL SIGNATURE OF BIDDER

**FORM -4**

**Declaration on antecedents and performance**

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

Ref:- e-NIT No. **WBIW/EE/SDP/RR/eNIT-04/2025-26**,

e-Tender ID No.....

Work Sl. No.....

To,  
Executive Engineer  
Sunderban Delta Project,  
River Research Institute  
Irrigation & Waterways Directorate

I/We, Sri/Smt. \_\_\_\_\_, the authorized signatory on behalf of \_\_\_\_\_ do hereby affirm that I/We/any of the member of..... bidding against e - NIT No. **WBIW/EE/SDP/RR/eNIT-04/2025-26** Sl. No. .... are not black listed suspended or debarred from participation in State Government procurements and tenders in the Irrigation & Waterways Directorate, Government of West Bengal, other Departments of the State Government and Government of India on the date of publication of this Notice Inviting Tender (NIT).

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

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

Authorised Signatory: \_\_\_\_\_

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

Duly authorized to sign bid

for & on behalf of (Name of Firm): \_\_\_\_\_

(In block Capital letters or typed)

Office address with seal: .....

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

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

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

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

(DIGITAL SIGNATURE OF BIDDER)

**FORM-6\***

**SPECIMEN FORMAT FOR THE BANK GUARANTEE FOR ADDITIONAL PERFORMANCE SECURITY DEPOSIT**

(\*To be submitted only if the bid price quoted by the bidder is below 20% of the estimated cost put to tender, non submission within 7 working days from date of issuance of LOA which may be maximum extended to 14 working days after issuance of LOA/LOI will lead to rejection of selected bidder. Similar standard format issued by RBI approved Bank pledging Bank Guarantee of the required value and period in favour of Engineer-in-Charge is acceptable)

To,

Executive Engineer  
Sunderban Delta Project,  
River Research Institute  
Irrigation & Waterways Directorate

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

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

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

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

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

We (Indicate the name of the bank and branch) further agree to pay to you any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present absolute and unequivocal.

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

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

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

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

Signed and sealed this day of 20 at

**SIGNED, SEALED AND DELIVERED**

For and on behalf of the BANK by:

(Signature)  
(Name)  
(Designation)  
(Code Number)  
(Address)

**NOTES:**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.

**(General Terms & Conditions for Contract: 'Tender value' above Rs 5.0 Lakh up to Rs 100.00 Lakh)**

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

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

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

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

- a. There should be full compatibility (matching between the technical PQ credential submitted by the bidder in the form of Credential Certificate (CC) along with other relevant documents as stated under Clause 3.2B III) relating to any work successfully completed by the bidder and technical PQ criteria specified in the e-NIT for any particular serial of works for which the bidder intends to bid. In other words, technical PQ credential certificate along with relevant documents submitted for any work should at the minimum; satisfy the technical PQ eligibility criteria specified for that work. Normally there should be separate CC along with relevant documents for each of the serial of works, the bidder intends to bid and the serial number relevant to the CC should be clearly written on the body of the CC and also on the other documents stated under **Clause 3.2B III**. However, the bidder will also reserve the right to submit one CC along with relevant documents for bidding in more than one serial of work, provided cumulative technical PQ credential of all such serials should be fulfilled by one single CC. In such case also, serial numbers of the relevant works for which the CC is submitted should be clearly written on the body of the CC by the bidder. Omission of serial numbers on the body of the CC and also on the other documents stated under **Clause 3.2B III**, in case of bidding for more than one serial will lead to rejection of all the bids.
- b. Average of gross annual turnover of the individual bidder/Organization/consortium or Joint Venture for any three financial years within preceding five financial years, as stated under Clause TV, should not less than the summation of turnover requirements of the relevant individual serial of works for which the bidder intends to bid.

**6. Submission of bid**

**3.1 General procedure for submission of e-bid**

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

the last date for original validity period of bid submission. Extension of last date and time for bid submission by issuance of a Corrigendum shall not be treated as 2nd Call or Re-tender.

### 3.2 Technical Proposal

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

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

### 3.3 A Descriptions of Technical (Pre-Qual) Covers

- ii. **'NIT\_Corrigendum' folder:** e-Notice Inviting Tender is *to be downloaded in entirety, digitally signed and uploaded during e-bid submission in "NIT\_Corrigendum" folder*. **'Corrigenda/Addenda'** if published in connection with the NIT is to be digitally signed and uploaded in the **'NIT\_Corrigendum'** folder merged with e-NIT documents during e-bid submission.
- ii. **'Agreement\_2911' folder:** Contract /Agreement in WB Form No. 2911(i) published in the e-Tender is *to be downloaded digitally signed and uploaded during e-bid submission in Agreement\_2911 folder*.
- iii. **'Forms' folder:** Applications for e-Tender: vide self declaration format in specimen Form-1 , Self declaration of bidder not having common interest as a different bidder organisation in any other work tendered under different serials of this particular e-NIT vide specimen Form-2, and self declaration on antecedents and performance of the bidder in specimen Form-4.  
*All above are to be filled up completely, digitally signed and uploaded during bid submission in "Forms" folder.*
- iv. **Drawings folder:** The GAD/Plan/Map published in the e-Tender by the Tender Inviting Authority is to be downloaded by the bidder digitally signed and again *uploaded during e-bid submission in "Drawings" folder*
- v. **BAR\_CHART folder:** **BAR CHART/Work Programmes in other Networking Methods** prepared by TIA in pdf file defining the Physical Milestones of the construction period for implementation of the project is to be downloaded by the bidder digitally signed and again *uploaded during e-bid submission in "BAR\_CHART" folder*

#### 3.2A.NOTE:

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

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

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

#### My Document Format for uploading in the OID folder:-

| Sl. No. | Category     | Sub-category                                                              | Sub-category description                                                                                                                                                        | Remarks if any                      |
|---------|--------------|---------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| I       | Certificates | 1. <i>certificates.pdf</i><br>2. <i>GST_registration_certificates.pdf</i> | 1 Latest Professional Tax Payment Certificate (PTPC) or, PT deposit challan for current financial year or Government Order for exemption in other States where ever applicable. | Refer to Clause 3.2C(I) for details |
|         |              |                                                                           | 2 Valid PAN Card in the name of bidder/organisation                                                                                                                             |                                     |

|         |                      |                                              | 3 Income Tax Return of current Assessment year or, IT Return of immediate preceding Assessment year whichever is ;attest available<br>4 Valid GSTIN under GST Act & Rules                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                       |
|---------|----------------------|----------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| Sl. No. | Category             | Sub-category                                 | Sub-category description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Remarks if any                        |
| II      | Company Details      | companydetails.pdf 1<br>companydetails.pdf 2 | 1 For Proprietorship Firms, Partnership Firms, Registered Companies, Registered Co-operative Societies<br><br>Valid Trade License/ acknowledgement or Receipt of application for Trade License/ Revalidation<br>OTHER REQUIREMENTS:-<br>2 For Partnership Firms:<br>Legally valid Partnership Deed, Form-VIII/ Memorandum of Registration of Registrar of Firms<br>3 For Companies:<br>Incorporation Certificate, Memorandum of Articles of ROC, List of current owners/ Directors/Board Members<br>4 For State Registered Co-operative Societies:<br>Society Registration certificate from ARCS of the State, Society by-Laws, latest available Auditor's Report of Directorate of Co-operative Audit within proceeding five years as per Societies Act & Rules | Refer to Clause 3.2C(II) for details  |
| III     | Credential of works  | 3. Credential pdf 1<br>4. Credential pdf 2   | 1 Work Order/ Award of Contract or LOA/LOI duly authenticated by issuing authority.<br>2 Pre-Qualification (PQ) Work credential of one 100% completed work as desired in the NIT as the Credential Certificate (CC) duly authenticated by competent authority.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Refer to Clause 3.2C(III) for details |
| IV      | Financial credential | Payment certificate.pdf                      | All 100% Payment Certificates of competent authorities during preceding Five FY. IT Return of bidder in three FY, or Audited Profit & Loss Accounts statement of any three financial years within the zone of preceding five financial years whichever is available.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Refer to Clause 3.2C(IV) for details  |

\* OID denotes Other Important Documents.

**Note:**

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

**3.3 C(I) Certificate/s:** The documents mentioned below under Serial a, b & c are to be uploaded as 'PDF' files in Certificate.pdf1 (*name of the file should be "certificates.pdf"*)  
The document mentioned under Sl. d below is to be uploaded in GST Registration Certificate.pdf2 file

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

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

- For Partnership Firms: Documents of Registration of Partnership Firms in the certified copy of 'Form No. VIII,' issued under Indian Partnership Act, 1932 (Act-IX of 1932) by the Registrar of Firms. In case a Partnership Firm is yet to receive Form No. VIII, a "Memorandum" issued by the Registrar of Firms may also be accepted.
- For Companies: Incorporation Certificate, valid Trade License or acknowledgement of issuing authority of receipt of application for Trade License / renewal, 'Memorandum of Articles' registered under the Registrar of Companies (ROC) under the Indian Companies

Act, List of owners/ Directors/Board Members are to be uploaded with the e-bid.

iii. For State Registered Co-operative Societies:

- b. Society Registration certificate from ARCS (Assistant Registrar of Co-operative Societies, GoWB) and By-Laws for Cooperative Societies under West Bengal Co-operative Societies Act, 2006 and Rules, 2011 and all amendments.
- b. Latest Auditor's Report of Directorate of Co-operative Audit under Department of Co-operative, Government of West Bengal within preceding five financial years as per Societies Act & Rules.

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

- iii. Work Order/Award of Contract or the Letter of Acceptance (LoA) duly authenticated by the competent issuing authority is to be submitted under Technical cover (*name of file should be "credential.pdf 1*).
- iv. Pre-Qualification (PQ) credential of one 100% completed work of Gross Notional Value as desired in the NIT as the Credential Certificate (CC) duly authenticated by competent authority. (*Name of file should be "credential.pdf 2*).

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

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

**Note:** a. *If the bidder Company/Firm was set up less than three years ago, audited balance sheets and P/L Accounts for the number of years since inception are to be submitted under Technical cover and the average value would be evaluated only for the period since inception and not three years. Credential Certificate (CC) given as PQ Work Credential may also contain payment certificate and in those cases separate payment certificate is not required.*

- b. *No file in Technical / Pre-Qual cover or OID cover folder is allowed by the system to be kept blank/empty. Where ever the forms and documents are uploaded by the Tender Inviting Authority, the same is to be downloaded, duly filled up, converted to pdf file, and again uploaded after digital signing, forming a part of tender document. These formats are specimens or samples only and deviation from specimen format is not a sufficient ground for rejection of the bid. Relevant blank Forms are to be firstly downloaded by the bidders from the NIT in e-Procurement portal, filled up completely and again uploaded with their electronic bid. No offline document is acceptable from bidders by TEC during evaluation stage.*

**3.3 Financial proposal / bid under Financial cover:-**

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

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

**4. Tender Fee and Earnest Money Deposit (EMD)**

**ii. Tender Fees:**

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

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

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

Societies, Mackintosh Burn Limited, Westinghouse Saxby Farmer Limited & Britannia Engineering Limited only. **State & Central Govt SSI Units are exempted from EMD for tenders for procurements and supply of Goods only and not works contracts. However, all other PQ credentials are to be fulfilled by each**

**(b) Additional Performance Bank Guarantee:**

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

The Additional Performance Security shall have to be submitted by the selected L1 bidder after issuance of Letter of Acceptance / Letter of Invitation (LoA/Lol) within seven working days and before issuance of Award of Contract (AoC) in the form of "Bank Guarantee" of any Scheduled Bank approved by RBI, payable at Kolkata or / in West Bengal, as per specimen format Form-6. If the bidder fails to submit the said value of BG as Additional Performance Security within the seven working days, he may pray for extension of BG submission date within the prescribed 7 days period by another seven days with reasons to be recorded in writing (which is 14 working days from date of issuance of LoA). Else, its/their Earnest Money Deposit (EMD) will be forfeited without any prejudice by the Tender inviting authority and the defaulting bidder also debarred from further participation in all future I&WD tenders for a period of one year for committing the offence on the first occasion and for a period of two years for recurrence of the same offence.

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

**4A. Login by bidder:**

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

**4B. EMD payment procedure:**

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

**b. Payment through RTGS/NEFT:**

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

**Note:** EMD made through RTGS/NEFT would require additional 2 to 3 bank working days after date of transaction in the bank before the procedure is completed for enabling the bidder to continue with the bidding process in the on-line final bid submission. Thus, the

bidder is to take precaution in case of RTGS/NEFT transfers, so that the entire process of submission of e-tender is completed within last date of on-line submission of his/her tender. However, Net-banking transaction through ICICI bank payment Gateway would be on real time basis.

#### **4C. Refund/Settlement Process for EMD:**

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

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

- i. Credential Certificates (CC) for one/single 100% completed work within last five financial years on the date of publication of NIT will only be accepted as valid PQ credential of work. Incomplete ongoing work shall not be considered for valid PQ Credential. Payment Certificate without containing mandatory details shall not be treated as valid.
- ii. It is desirable that CC should preferably contain the name with designation, postal address of office, contact Telephone No./FAX / e-mail ID of the authority issuing the CC for the work along with name of work, amount put to tender, date of completion of the work, gross final billed value of the 100% completed work, certificate of issuing authority indicating successful and satisfactory completion. Illegible certificates, absence of contact details making it time consuming for verification purposes of CC issued by authorities outside the State are liable to be rejected by the Bid Evaluation Committee (TEC).
- iii. Credential Certificates (CC) of successfully completed works in any Department/autonomous authority of the Government of West Bengal will be considered. CC of 100% completed works executed under any other State / Central Government Ministry / Department / Nationalised Financial Institution Organisation / Govt. Undertaking / Govt. Enterprises or Government Institutions or Local Government Bodies (Municipalities, Zilla Parishad & Panchayat Samities within West Bengal, will also be considered as valid PQ Credential. Such CC are to be issued by an officer/authority not below the rank of Executive Engineer / Divisional Engineer / District Engineer/Project Manager of the State/Union Government Departments/ Organisations; authorised signatories of CC for Panchayat Samities and Municipalities shall be the BDO & Executive Officers or equivalent administrative officers respectively. It is desirable to have telephone and FAX or e-mail addresses of the signatory of the CC for all offices outside West Bengal for verification purposes.

#### **6. Pre Qualification (PQ) eligibility criteria**

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

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

| Year            | Description                                  | Multiplying factor to arrive at gross notional amount |
|-----------------|----------------------------------------------|-------------------------------------------------------|
| Current         | The financial year of floating of NIT        | 1.00                                                  |
| 1 <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-Tender for a particular work are such that one happens to have worked as a sub-contractor of the other, and both the contractors/bidders PQ submit work credential of having completed the same job either wholly or partly, then in such case the PQ credential of the principal contractor will be considered while that of the sub-contractor will not be taken into consideration for determining the eligibility criteria of the contractor/bidder during technical evaluation of the tender. If the PQ Credentials submitted by hitherto contractors/bidders are for different works, then both the PQ Credentials will be considered for determining the eligibility criteria of the individual contractors/bidders.

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

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

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

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

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

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

**9. PROCEDURE FOR SUSPENSION AND DEBARMENT OF SUPPLIERS/ CONTRACTORS**

**A. SCOPE:**

The procedures laid down in subsequent paragraphs shall govern the suspension and debarment of suppliers, contractors and bidders ("Contractors" for brevity) involved in Government procurement for offenses or violations committed during competitive bidding and contract implementation, or even later for the works under Irrigation & Waterways Department, Government of West Bengal. The concerned Chief Engineer shall publish the suspension and debarment order in the Departmental website with the approval of I&W Department in the designated link within 1 (one) working day of issuance of such order. The TIA shall recommend the case to HTEC/TEC who with opinion of Chief Engineer will place it before DTC/QBEC/DTTC for approval.

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

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

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

**C. DEFINITION OF TERMS:-**

- i. **Bidder:** A person/Contractor/Agency/Company/Society/Corporation participating in the procurement process and/or a Person/Contractor/Agency/Joint Venture/Consortium/ Corporation having an Agreement/ Contract for any procurement with the Department shall be referred as bidder.
- ii. **Bid Evaluation Committees or Tender Evaluation Committees (HTEC/TEC/QBEC in short):**

- a. Bid / Tender Evaluation Committee'(TEC) for the bids upto tender value of Rs. 45.00 lakh (TEC) invited by the Executive Engineer will be comprising of i) Concerned Executive Engineer as Chairperson and Convener, ii) Assistant Engineer concerned to the work as Member, iii) Another Assistant Engineer from Division as Member or the Junior Engineer posted as the Divisional Estimator.
- b. or, Evaluation Committee constituted by the Department from time to time.
- iii. **Consolidated Debarment List:** A list prepared by the Departmental Debarment Committee/Chief Engineer containing the list of bidders debarred by the Irrigation & Waterways Department, Government of West Bengal. The list would be displayed prominently in the designated link in website of the Department clearly stating the period of suspension/debarment.
- iv. **Contract implementation:** A process of undertaking a project in accordance with the contract /Agreement documents.
- v. **Debarment:** An administrative penalty, in addition to the contract/Agreement provisions, disqualifying a bidder from participating in any procurement process under Irrigation & Waterways Department, Government of West Bengal for a given period.
- vi. **Debarred Bidder:** A Bidder who was disqualified by the competent authority of the Irrigation & Waterways Department, Government of West Bengal.
- vii. **Department:** Irrigation & Waterways Department, Government of West Bengal
- viii. **Entity:** A person/Contractor/Agency/Joint Venture/Consortium/Corporation participating in the procurement process and/or a Person/Contractor/Agency/Joint Venture/Consortium/Corporation having an agreement/ contract for any procurement with the Department shall be referred as entity.
- ix. **Offence:** A violation or breach of the Constitution of India, laws, regulations, laid down procedure, etc under Prevention of Corruption Act, 1988, Code of Criminal Procedure, 1973 u/s 195(1) and Section 197(1), Competition Act, 2007 and IT Act, 2000 as amended.
- x. **Procurement:** It is the act of buying goods, services or works from an external source. It is favourable the goods, services or works are appropriate and that they are procured at the best possible cost to meet the needs of the acquirer in terms of quality and quantity, time and location.
- xi. **Procuring Entity/Authority:** The officer authorised by the Irrigation & Waterways Department, Government of West Bengal for procurement.
- xii. **Suspension:** Temporary disqualification of a bidder from participating in the procurement process of Irrigation & Waterways Department for a period of 6 (six) months when an offence is made against a bidder.

#### **D GROUNDS FOR SUSPENSION AND DEBARMENT**

- i. Submission of eligibility requirements containing false information or falsified documents.
- ii. Submission of Bids that contain false information or falsified documents, or the concealment of such information in the Bids in order to influence the outcome of eligibility screening or any other stage of the bidding process.
- iii. Unauthorised use of one's name/digital signature certified for purpose of bidding process.
- ix. Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his favour.
- x. All other acts that tend to defeat the purpose of the competitive bidding such as lodging false complaints about any bidder, posting baseless allegation about any officer duly authorised by the Department, restraining any interested bidder to participate in the bidding process etc.
- vi. Refusal to accept an award after issuance of 'Letter of Acceptance' or enter into contract with the Government without justifiable cause.
- vii. Refusal or failure to post the required performance security/earnest money within the prescribed time without justifiable cause.
- viii. Subcontracting of the contract or any part thereof without prior written approval of the procuring entity.
- ix. Failure solely due to fault or negligence of the Contractor, to mobilize and start work within the specified period as mentioned in the 'Letter of Acceptance' / 'Letter of Acceptance cum work Order' / 'Work Order' / 'Notice of Process' / 'Award of Contract' etc. ultimately resulting in rescindment of contract.
- x. Failure to fully and faithfully comply with the contractual obligations without valid cause, or failure to comply with any written lawful instruction of the procuring entity or his representative(s) pursuant to the implementation of the contract, ultimately resulting in rescindment of contract.
- xi. For the procurement of goods, unsatisfactory progress in the delivery of the goods by the manufacturer, supplier or distributor arising from his fault or negligence and / or unsatisfactory or inferior quality of goods, vis a vis as laid down in the contract.
- xii. Refusal or failure to upload a self-declaration in specimen format of Form-4 to the effect of any previous debarment imposed by I&WD, any other Department of State Government and or Central Government.
- xiii. Wilful or deliberate abandonment or non-performance in a project or contract by the contractor / suppliers resulting to substantial breach thereof without lawful and / or just cause(s).
- xiv. **Non-submission of authentic Bank Guarantee of required amount by the selected bidder in a tender for Procurement of Goods & Works, if the bid price is below 20% of the tender value within the period as prescribed in the e-NIT, 7 working days from date of issue of LOA which may be extended upto maximum 14 working days.**

#### **E. CATEGORY OF OFFENSE:**

- a. First degree of offense: Clause 9 D (i) up to (vii), (xii) & (xiv) is to be considered as first degree of offense.
- b. Any of the offence under Clause (viii) to (xi) & (xiii) shall lead to termination of contract and its determinations in accordance with Clause (ii) & Clause (iii) of Agreement Form No. WB-2911 and simultaneous debarment for a period of 2 years

- c. Second degree of offense: Any one of the offenses as mentioned under Clause 9D (i) to (xiv), committed by a particular bidder/contractor/supplier on more than one occasion would be considered as second degree of offense. Period of debarment will be 2 times the corresponding period penalty applicable for 1<sup>st</sup> degree offence in addition to other penal provisions contained in 1<sup>st</sup> degree offence.

**F. Procedure and Rules of Debarment :**

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

**G. PENALTY FOR OFFENSE:**

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

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

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

**11. Site inspection prior to submission of tender**

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

**12. Conditional and incomplete tender**

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

**13. Opening & evaluation of tender**

**13.1 Opening of a Technical Proposal**

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

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

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

**13.2 Process of Technical Evaluation in a tender**

Within 24 hours of uploading the TBO summary sheet containing Preliminary Technical Qualification result, any of the aggrieved bidder, may seek clarification / redressal / review from the TEC on the list of bidders, in writing/through e-mail with supporting facts / figures / documents. If such clarification /review relates to eligibility of other bidders, on the grounds of submission of false/ forged / manipulated / inappropriate credentials, modalities prescribed in the Departmental Notification shall be followed. In case, the review only seeks the eligibility of the applicant himself, views of the Tender Evaluation Committee (TEC) would be communicated in writing to that bidder within next two (2) working days. If the bidder is not satisfied with the clarification of the TEC, he/she may appeal to the concerned Chief Engineer within 24 hours of receipt of communication from the TEC. The concerned Chief Engineer will dispose such complaints jointly, in associated with at least another available Chief Engineer within next 2 working days. Thereafter final Technical Evaluation Sheet (TBE) of the technically qualified bidders would be uploaded, after incorporating modifications if required. The TIA shall while uploading the final TBE summary sheet accept or reject electronically the admitted bids based on the advice of TEC as per TBE summary sheet. Thus at this stage the rejected bidders will get back their EMD. e-mail communication in official e-mail address of TIA or TAA shall be treated as a valid mode of communication. The minimum time period from date of TBO summary sheet uploading and TBE summary sheet uploading shall be 4 working days or more.

### 13.3 Uploading the list of technically qualified contractors/bidders

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

### 13.4 Opening and Evaluation of Financial Proposal/bid

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

### 13.5 Tender Accepting Authority (TAA)

Authority to which the power has been delegated to accept tenders as per latest Finance Department Notification will function as the Tender Accepting Authority (TAA) for evaluation of technical and financial proposals of works having tender value within his/her range of acceptance.

- iii. As per present delegation, TAA for different tenders within the range above Rs 0.10 Lakh upto Rs 45.00 Lakh would be For e-Tenders of value up to Rs 100.0 lakh (above Rs 5.00 lakh and up to Rs 100.0 lakh): Executive-Engineer (SDP), RRI, I&W Directorate.
- iv. ii. For e-Tenders of value up to 5.00 lakh (above Rs 1.0 Lakh up to Rs 5.0 Lakh): A.E/ Executive- Engineer (SDP), RRI, I&W Directorate.
- iii. For tenders of value up to Rs 1.0 Lakh relating to works only, is to be tendered in a single bid system in off-line mode to be accepted by

**A.E, RRI, I&W Directorate. [off-line single bid system Manual Tenders] on the basis of technically sanctioned costs.**

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

- i. The lowest (L1) financial bid for all works tenders is accepted as a rule. If for any reason the lowest (L1) bid is not accepted, reference is to be made to the appropriate Government for orders as to which of the contractor /bidder the work should be awarded.
- ii. Maximum 5% excess beyond the 'Tender Value' (Amount put to Tender) may be accepted as per delegated power to the Executive Engineer up to Rs 45.00 lakh, and at least three valid bids have been received in the financial bid stage, provided tender value after abatement is within the administratively approved cost. Maximum 5 % excess beyond the 'Tender Value' (Amount put to Tender) may be accepted above tenders of value below Rs 3.00 lakh upto 5% above amount put to tender and also 5% excess over administratively approved amount, proposal for revised administrative approval/Expenditure sanction would have to be submitted to the Government, but acceptance of tender and issue of work order may not be kept pending for want of revised approval.
- iii. Above 5% and up to 10% of the Tender Value can be recommended to the Government for acceptance by the Departmental Tender Committee (DTC) subject to the conditions that valid technically qualified bids should not be less than three and L1 bid is accepted and tendered amount is within the administratively approved cost. In case of excess over administratively approved amount, revised administrative approval would have to be submitted to the Government but acceptance of tender, and issue of work order may not be kept pending for want of Revised Administrative Approval/ Revised Financial sanction.
- iv. If the response to an e-Tender is less than three, then Tender should be invited afresh. Such Re-Tender notice shall be published in widely circulated dailies as per guidelines and also through e-Tender web portals. Prior to invitation of Re-Tender / fresh e-Tender, the eligibility criteria and other terms & conditions as contained in the first 'Notice Inviting e-Tender' (e-NIT) shall have to be reviewed/relaxed by the Tender Inviting Authority, to ascertain whether (i) it was too much restrictive, say, specifications and qualifications were fixed at higher standards than required, (ii) advertisements in the widely circulated Newspapers were properly published and (iii) other related procedural matters were observed in its entirety.
- v. If the number of valid bids received even in re-tender is less than three, it should be referred by the TIA to the DTC and even the appropriate Government along with the recommendation of the DTC for decision, in accordance with Finance Department Memorandum and other relevant orders in vogue at the time of publication of the e-tender.
- vi. For acceptance of L1 bid after 2<sup>nd</sup> / 3<sup>rd</sup> re-tenders is still above 10% of the Tender Value (Amount put to tender), upon specific recommendation of the DTC as mentioned at clause 13.4, with that of the Department shall have to be sent to the Finance Department for decision.
- viii. All above tender rules applies for all types of works and procurements i.e Plan, Non Plan, deposit works tenders.

### **14. General guidelines for acceptance of e-Tender**

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

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

The contractor/bidder, whose bid is approved for acceptance, shall within 15 days of the receipt of Letter of Invitation (LOI) or Letter of Acceptance (LOA) in his / her favour, will have to execute a 'Formal Agreement' with the Engineer-in-Charge in quadruplicate in W.B.F. 2911(i)/2911(ii) and all other contract documents, entire set of which may be obtained free of cost from the office of the designated Executive Engineer, Sunderban Delta Project Division in-charge of the work tendered.

If the selected L1 bidder fails to turn up even after 30 days after the initial 15 days from the date of uploading of the AOC in the e-Procurement portal or the despatch date of official communication for signing of the Contract/Agreement, the selected bidder is liable for penal actions which shall comprise blacklisting, debarring from future participation in Government tenders, immediate forfeiture of the Earnest Money deposited in the tender, other penal actions as stipulated under clause 9 & 10 of the e-NIT, the Departmental Notification and also contained in contract W.B Form No. 2911(i)/ 2911(ii)/ Agreement.

### **16. Payment against bills raised by the contractor**

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

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

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

### **18. Bid validity**

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

### **19. Definition of Physical Milestones:**

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

## 20. Withdrawal of bid in a Tender

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

## 21. Critical dates of this e-Tender

| Sl. No. | Activity                                                                         | Date & Time                                                                                                                                                                                 | Remarks                                                                                   |
|---------|----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| 1.      | Publishing Date                                                                  | 18.09.2025 at 17.00 Hrs.                                                                                                                                                                    | To be made available with the e-NIT in the website                                        |
| 2.      | Document Download start date                                                     | 18.09.2025 at 17.00 Hrs.                                                                                                                                                                    |                                                                                           |
| 3.      | Bid submission start date                                                        | 18.09.2025 at 17.00 Hrs.                                                                                                                                                                    |                                                                                           |
| 4.      | Document Download end date                                                       | 09.10.2025 at 15:00 Hrs.                                                                                                                                                                    |                                                                                           |
| 5.      | Bid submission end date                                                          | 09.10.2025 at 15:00 Hrs.                                                                                                                                                                    |                                                                                           |
| 6.      | Technical Bid opening date with preliminary result (TBO Sheet)                   | 11.10.2025 at 14.00 Hrs.... Or later                                                                                                                                                        | To be notified to all bidders through e-mail & SMS through auto-generation in the system. |
| 7.      | Uploading of the list of Technically qualified final list of bidders (TBE Sheet) | To be decided by EE with at least 4 (Four) clear working days after Technical Bid uploading date in order to enable registering of grievance and decision of Appellate authority, if any ). |                                                                                           |
| 8.      | Financial Bid opening date (FBO Sheet)                                           | To be suitably decided by TIA                                                                                                                                                               |                                                                                           |
| 9.      | Uploading of CS (Comparative Statement) and uploading of Final FBE Sheet         | To be suitably decided by EE(TAA)                                                                                                                                                           |                                                                                           |
| 10.     | Uploading of the Letter of Invitation / Acceptance LOI/LAO                       | -do-                                                                                                                                                                                        |                                                                                           |
| 11.     | Uploading of Award of Contract (AOC) (Work Order)                                | -do-                                                                                                                                                                                        |                                                                                           |

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

TAA: e-Tender Accepting Authority (Executive Engineer)

### Special Terms & Conditions of the contract

- The EE/SDP 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.
- 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 the Government.

21. The Contractor/bidder shall have to comply with the provisions of (a) Contract Labour (Regulation & Abolition) Rules, 1970 including its revisions (b) Minimum Wages Act 1948 and the modification thereof or any other laws relating thereto as will be in force from time to time.
22. Engineer-in-Charge shall not entertain any claim whatsoever from the contractor for payment of compensation on account of idle labour on such grounds including non-possession of encumbrance free land. Escalation of cost due to inflationary effects or any other reason is not permitted during construction period or extended time period of contract.
23. Engineer-in-Charge shall not be held liable for any compensation due to machines & equipments becoming idle or any circumstances including untimely rains, other natural calamities, strikes etc.
24. All statutory taxes, viz. GST / labour welfare cess, labour insurance etc or revision of taxation rates even after AOC or commencement and before final completion of the work are to be borne by the contractor/bidder. Original tax invoice/challan or bill of those materials, which are procured by the bidder, may be asked to be submitted for verification if required.
25. Labour Welfare Cess @ 1% of the cost of construction works shall be deducted from the Gross value of all works bills. Also it is instructed to compulsorily register his/her establishment under the Act, under the competent registering authority, i.e. Assistant Labour Commissioner / Dy. Labour Commissioner of the region for disbursing PF and ESI benefits of workers. The bidder should be mandatorily be registered online with Employees Provident Fund Organisation (EPFO) in the on-line system and posses EPF code and all current documents. Penalties and complaints due to non compliance of on-line EPF registration and default is the full responsibility of the bidder even if the TIA is by default the Principal employer
26. Adjustment of original bid prices/escalation cost/ mobilization advance / secured advance shall not be permitted for any reason whatsoever due to cost and time over run unless specified otherwise in the contract or the e-Notice Inviting Tender.
27. GST, Cess, License fees, Royalty for construction materials, forest product etc, Toll Tax, Income Tax, Ferry Charges and other Statutory Government Taxes as applicable during project implementation are to be paid by the contractor/bidder. The rates of supply and finished work items are inclusive of these taxes and levy. Tax invoice/bills needs to be submitted by the supplier/bidder for raising claims under the contract after attaining of physical milestones showing separately the tax charged in accordance with the provisions of GST Act, 2017.
28. All working tools & plants, scaffolding, construction of vats & platforms and arrangement of Labour Camps will have to be arranged by the contractor at his/her own cost. The contractor shall clear the site of work and restore all damages made due to the Labour camp, erection of yards and godowns, stores etc within 30 days of completion of work.
29. The contractor shall supply mazdoors, bamboos, ropes, pegs, flags T&P, Machineries and equipments etc. for laying out the work and for taking and checking measurements for which no extra payment will be made.
30. The contractor/bidder should see the site of works and tender documents, drawings etc. before submitting tender and satisfy himself/herself regarding the condition and nature of works and ascertain difficulties that might be encountered in executing the work, carrying materials to the site of work, availability of drinking water and other human requirements & security etc. Work on river banks may be interrupted due to a number of unforeseen reasons e.g. sudden rise in water levels, inundation during flood, inaccessibility of working site for carriage of materials. Engineer-in Charge may order the contractor to suspend work that may be subjected to damage by climate conditions. No claim will be entertained on this account. There may be variation in alignment, height of embankment or depth of cutting, location of revetment, structures etc. due to change of topography, river condition and local requirements etc. between the preparation and execution of the scheme for which the tendered rate and contract will not stand invalid. The contractor will not be entitled to any claim or extra rate on any of these accounts.
31. A machine page numbered Site Order book (with triplicate copy) will have to be maintained at site by the contractor and the same has got to be issued from the Engineer-in-Charge before commencement of work. Instructions given by inspecting officers not below the rank of Assistant Engineer will be recorded in this book and the contractor must note down the action to be taken by him in this connection as quickly as possible.
32. The contractor shall be bound to comply with all the Central & State Pollution Control Acts & Rules during entire construction period.
33. All possible precautions should be taken for the safety of the people and work force deployed at worksite as per safety rule in force. Contractor will remain responsible for his labour in respect of his liabilities under the Workmen's Compensation Act etc. He must deal with such cases as promptly as possible. Proper road signs as per P.W.D. practice will have to be erected by the contractor at his own cost while operating public thoroughfares. Also, display boards containing brief description and name of project with completion target dates shall be erected at a prominent location at the work site by the contractor for public awareness. Insurance of workers and materials is the responsibility of the bidder during entire construction period.
34. The contractor will have to maintain qualified technical employees and/or Apprentices at site as per prevailing Apprentice Act or as stipulated in the contract. No compensation for establishment charge will be entertained.
35. The contractor will have to accept the work programme as per modifications and priority of work fixed by the Engineer-in-Charge so that most vulnerable reach and/or vulnerable stretch is completed before impending monsoon or rise in river flood water level or commencement of canal irrigation water release or for other suitable reasons.
36. Quantities of different items of work mentioned in the departmental tender schedule/BOQ or in work order are only tentative. In actual work, these may vary considerably. Payment will be made on the basis of works actually completed in different items as per specifications and codes, and no additional claim will be entertained for reduction of quantities in some items or for omission of some items. For execution of any additional item or supplementary works within the tendered value with the total completion value remaining within the accepted tendered cost, approval of the Tender Accepting Authority/Government in the Irrigation & Waterways Department would be required.
19. In order to cope with the present system of e-pradan billing, departmental supply of construction materials is discouraged. However, Departmental materials may be issued to the contractor/ bidder to the extent of requirements as assessed and following accounts procedure in the Treasury system of bill payment and in instalments as decided by the Engineer-in-Charge. Issue of materials may be of

three categories.

- d) Materials issued directly to the work and subject to recovery.
- e) Materials issued from departmental go down and subject to recovery.
- f) Materials issued free of cost.

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

20. Any materials brought to site by the contractor subject to approval of the Engineer-in-Charge. The rejected materials must be removed by the contractor from the site at his own cost within 48 hours of issue of the order to that effect. The rates in the schedule are inclusive of cost and carriage of all materials to worksite. The materials will have to be supplied in phase with due intimation to the Sub-Divisional Officer/Assistant Engineer concerned in conformity with the progress of the work. For special type of materials, i.e. Geo Synthetic Bags, HDPE Bags, Geo Textile Filter, Geo jute Filter etc. if any, relevant Data Sheet containing the name of the Manufacturers, Test Report etc. will also be submitted in each occasion. Engineer-in-Charge may conduct independent test on the samples drawn randomly before according approval for using the materials at site. In this regard decision of Engineer-in-Charge shall be final and binding.
21. For materials under category 19(a),(b)&(c), the contractor will act as the custodian thereof. The materials will have to be carried from the nearest Departmental go-down to worksite by the contractor at his own cost. The contractor shall remain responsible for the proper storage and safety of the materials. Suitable Go-down/ Store shall have to be made by the contractor at his/her own cost. Penalty charges shall be levied at higher rate for loss, wastage, misuse. Surplus materials of the departmental if any, shall have to be returned to the issuing Go-down or store at the contractor's cost within the time frame as fixed by Engineer-in-Charge, otherwise, the cost at penal rate will be recovered from the bill. Indent for departmental materials shall be submitted by the contractor to the AE/S.D.O. at least 7 days in advance of actual requirement. No claim will be entertained for non-issuance of such materials in time but reasonable extension of time will be granted. All materials, whatever be the category thereof, shall be properly stored by the contractor in suitable go downs near the site of work at his own cost & under no circumstances whatsoever shall any material be removed from the site of work without prior written permission of the Engineer-in-Charge. The contractor shall be responsible for any damage, wastage or loss of such materials.
22. The contractor shall also have to satisfy the Engineer-in-Charge regarding the proper utilization of materials which have been issued departmentally.
23. Value of the material, under category (a) & (b) of clause 19, will be recovered from the bills of the contractor in one or successive instalments as may be decided by the Engineer-in-Charge.
24. Requisite quantity of cement as may be required for the work will be supplied from the nearest Departmental go down if stock permits. The issue rate of cement is shown in the Schedule of materials attached. Any excess consumption of cement by more than 5% over the final consumption statement drawn up as per consumption rate specified in the Schedule will be recovered at a penal rate shown in schedule.
25. Reinforcement steel rods/MS sheet piles/bitumen will be issued if stock permits, from the nearest departmental go-down where such material is available in marketable length/quantities. While issuing the same, for any particular work the quantity actually required as per approved drawing shall only be issued. While executing the work, it will be responsibility of the Contractor/bidder as well as the Engineer-in-Charge to get this quantity properly utilized in the work. Cut pieces, if any will not be taken back by the Department. Recovery for the total quantum of steel issued will be made at the issue rate shown in the Schedule below. In case of misuse over +10%, deduction will be made at a penal rate shown in the Schedule below. This whole principle shall apply in case of other M.S materials like sheet piles and structural steel members as well.
26. The work is to be executed strictly as per specification attached with e-NIT and shall confirm relevant Indian Standard Codal provisions and good industry practice. In the absence of any such provision in some items, the tending authority reserves the right to adopt suitable International Code/specifications/standards.
27. All queries and disputes arising out of the works contract during construction phase are to be brought to the notice of the Chairman of the 'Department Dispute Redressal Committee' in writing for decision within 15 days.
- 27A. Mode of Survey and Data submission:  
Mode of Survey: First, by shifting ground control point (GCP)/GTS bench mark point from the nearest known GCP/GTS point using DGPS-RTK/DL instrument (BY NRTK METHOD OR DOUBLE FLY METHOD) to the respective site. Thereafter topo point FOR CROSS SECTION survey throughout survey length/area must be recorded form nearest known GCP/GTS point.  
Velocity, discharge profile alongside cross section profile using RTK based ADCP/Eco sounder must be recorded in specified time (as per EIC).  
Data submission: Soft copy of survey raw data (in specified format preferably .CSV/. mmt/TO2/ or any other type as direction of concerned authority etc) must be submitted to concerned authority in day to day.
28. SCHEDULE OF RECOVERY RATES OF DEPARTMENTALLY SUPPLIED CONSTRUCTION MATERIALS

| Sl. No | Name of materials                           | Issue rate (in `) | Unit | Penalty recovery rate for loss or misuse or wastage (if otherwise not mentioned specifically in the SoR) | Place of delivery   |
|--------|---------------------------------------------|-------------------|------|----------------------------------------------------------------------------------------------------------|---------------------|
| 01     | Cement                                      |                   | MT   | <del>2 (Two) times issue rate</del>                                                                      | Departmental Godown |
| 02     | Reinforce-ment steel rods, structural steel |                   | MT   | <del>2 (Two) times issue rate</del>                                                                      | -do-                |

|    |                                |  |    |                         |      |
|----|--------------------------------|--|----|-------------------------|------|
|    | members,<br>M.S sheet<br>Piles |  |    |                         |      |
| 03 | Bitumen                        |  | MT | 2(Two)-times issue rate | -do- |

(Digital Signature verified)

**SD/-**

**Executive Engineer  
Sunderban Delta Project,  
River Research Institute  
Irrigation & Waterways Directorat**

**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  
Sunderban Delta Project,  
River Research Institute  
I&W Directorate**

**e- Tender No: - WBIW/EE/SDP/RRI/eNIT-03/2025-26**

**Serial 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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_

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

Name in full of Signatory/s\*: \_\_\_\_\_

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

Duly authorized to sign bid

for & on behalf of (Name of Firm): \_\_\_\_\_

(In block Capital letters or typed)

Office address with seal: .....

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

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

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

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

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

(DIGITAL SIGNATURE OF BIDDER)

**FORM – 2**

**Declaration against Common Interest**

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

Ref:- e-NIT No. **WBIW/EE/SDP/RR/eNIT-03/2025-26**,

e-Tender ID No.....

**Sl. No. of work ..... (in the list of work in the e-NIT)**

To,  
Executive Engineer  
Sunderban Delta Project,  
River Research Institute  
Irrigation & Waterways Directorate

I/We, Sri/Smt. \_\_\_\_\_, the authorized signatory on behalf of  
..... do hereby affirm that I/We/any of the member  
of..... bidding against e - NIT No. **WBIW/EE/SDP/RR/eNIT-03/2025-26** Sl. No. .... do not  
have any common interest either as a partner in any other partnership firm /consortium/Joint Venture or as Proprietor / Principal  
Share Holder of any other Firm/Company in the same serial for the work I / we want to participate.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

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

Authorised Signatory: \_\_\_\_\_

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

Duly authorized to sign bid

for & on behalf of (Name of Firm): \_\_\_\_\_

(In block Capital letters or typed)

Office address with seal: .....

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

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

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

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

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

)

(DIGITAL SIGNATURE OF BIDDER)

**FORM -4**

**Declaration on antecedents and performance**

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

Ref:- e-NIT No. **WBIW/EE/SDP/RR/eNIT-03/2025-26**,

e-Tender ID No.....

Work Sl. No.....

To,  
Executive Engineer  
Sunderban Delta Project,  
River Research Institute  
Irrigation & Waterways Directorate

I/We, Sri/Smt. \_\_\_\_\_, the authorized signatory on behalf of \_\_\_\_\_ do hereby affirm that I/We/any of the member of..... bidding against e - NIT No. **WBIW/EE/SDP/RR/eNIT-03/2025-26** Sl. No. .... are not black listed suspended or debarred from participation in State Government procurements and tenders in the Irrigation & Waterways Directorate, Government of West Bengal, other Departments of the State Government and Government of India on the date of publication of this Notice Inviting Tender (NIT).

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

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

Authorised Signatory: \_\_\_\_\_

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

Duly authorized to sign bid

for & on behalf of (Name of Firm): \_\_\_\_\_

(In block Capital letters or typed)

Office address with seal: .....

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

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

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

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

(DIGITAL SIGNATURE OF BIDDER)

**FORM-6\***

**SPECIMEN FORMAT FOR THE BANK GUARANTEE FOR ADDITIONAL PERFORMANCE SECURITY DEPOSIT**

(\*To be submitted only if the bid price quoted by the bidder is below 20% of the estimated cost put to tender, non submission within 7 working days from date of issuance of LOA which may be maximum extended to 14 working days after issuance of LOA/LOI will lead to rejection of selected bidder. Similar standard format issued by RBI approved Bank pledging Bank Guarantee of the required value and period in favour of Engineer-in-Charge is acceptable)

To,

Executive Engineer  
Sunderban Delta Project,  
River Research Institute  
Irrigation & Waterways Directorate

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

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

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

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

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

We (Indicate the name of the bank and branch) further agree to pay to you any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present absolute and unequivocal.

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

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

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

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

guarantee shall cease to exist.

Signed and sealed this                      day                      of                      20                      at

**SIGNED, SEALED AND DELIVERED**

For and on behalf of the BANK by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

**NOTES:**The bank guarantee should contain the name, designation and code number of the officer(s) signing the guaranteeThe 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.

**Additional Terms & Condition (Special T.O.R)**

**1. PROJECT OVERVIEW:**

The below mentioned khal transported an enormous volume of silt along with debris and other coarser bed materials, which has been deposited in the this khal, resulting in rise of the existing bed level to an abnormally high value at various stretches of the khal. The raised bed level is the cause for an increase in the HFL (High flood level) values and change of other fluvial characteristics of the river/khal, prevalent for many years. So, it has been decided to prepare the details surveying report and find a suitable measure to channelize the flow in a deeper course to prevent flooding due to small discharges.

The main objective of the proposed work is to carry out the Detailed survey and khal/Canal existing alignment Survey of these khal in District of S/N 24-Pgs using a combination of DGPS, RTK, ADCP/Eco Sounder and Digital level including construction & establishment of permanent Ground control point etc. all complete. All the works shall be carried out in accordance with the detailed specification mentioned below and attached BOQ. In case, the specifications of any work are not given herein, the work shall be carried out in all respect in accordance with specifications.

**2. SCOPE OF WORK:**

- Establishment of various permanent and temporary Ground Control Points (GCPs) by Differential Global Positioning System (DGPS) and Digital-level (DL) surveying instruments along the river bank /drainage channel bank and construction of permanent bench mark (BM) structures.

- Bathymetric survey for obtaining river cross sections at specified intervals and long section, river bed profile using Real Time Kinematic (RTK) enabled Acoustic Doppler Current Profiler (ADCP), Echo sounder or RTK/DGPS based on the requirement.
- Topographic survey for obtaining details of bank cross sections at specified intervals along-with details of hydraulic structures, embankments, natural or artificial channels, canals, chars and other topographic features viz. transportation lines, electricity lines, forests, water bodies, residential areas, public utility structures (schools, hospitals, police station, market, park, auditorium, electricity sub-station, bus stand, railway station etc.) within the specified area from the river banks.
- Submission of the survey data with topographical maps, cross section, long section and other detail drawing, also in tabular data forms using PDF, Auto Cad, MS Excel or other software in both hard copy and soft copy format. Necessary pictures and videography of the work also to be appended.
- General Scope of work should be properly maintained as given in below.
- Submission of survey report should be properly maintained as given in below.
- Qualification and Competence of the staff for assignment should be properly maintained as given in below.

### 3. DETAILED SCOPE OF WORK WITH TECHNICAL SPECIFICATIONS:

#### A. Establishment of Permanent and Temporary Ground Control Points (GCPs)

##### I. Location of GCPs:

There will be **two** Base Points and **two types** of GCPs (Permanent GCPs / Primary Survey Control Points and Temporary GCPs / Secondary Survey Control Points) to be established along the river at strategic locations. The two Base Points to be established at locations equally covering the whole survey area and placed centrally in each of their covered areas. Permanent GCPs to be placed at a maximum interval of 5 km and Temporary GCPs at a maximum interval of 2.5 km.

These points shall be established in such a way that further surveys can be carried out in the same coordinate system. The GCPs will form a network of triangles preferably not too acute nor obtuse covering the survey area.

The locations of these Base points and GCPs to be fixed by the survey agency and will be furnished for approval by the competent authority for commencement of the survey.

The GCPs shall be setup with reference to known Survey of India Permanent Bench Marks. Local geoid corrections are to be made using SOI GTS (Great Trigonometrical Survey)/ Continuously Operating Reference Stations (CORS) with an accuracy limit of 5 mm.

II. Construction of permanent BM pillars and selection of locations for temporary GCPs:

Permanent BM pillars shall be constructed at the locations of the Primary GCPs and to be constructed as per the design and specifications given in the Tender drawing. Bench Mark pillars are to be constructed at suitable locations on embankment proper or at places not more than 100 m from embankment as per direction of the Engineer in charge. Secondary Survey Control Points to be established on any permanent structures of the Govt. The GCPs shall be established at such a location so that it may not be disturbed/damaged by local people.

All GCPs with proper indexing & labelling shall be painted yellow and duly marked for identification with black paint.

III. Datum of Coordinates of the Base Points and GCPs:

The horizontal coordinates of the GCPs will be derived based on WGS 84 Datum and presented both in Geographical Coordinate Systems (Latitude and Longitude in decimal degrees with 9 digits after decimal & Ellipsoidal Height) and Projected Coordinate System (Zone-45N, Easting and Northing values in m, with 9 digits after decimal point).

The vertical coordinates will also be based on WGS 84 Datum and will give the **Ellipsoidal** height in m. The Ellipsoidal values will be converted into **Orthometric** value (MSL) by the client, based on the Survey of India Geoid model (EGM 96 and EGM 08 will not be accepted) and then these values will be used for bathymetric and topographic survey, to be carried out further.

IV. Process of obtaining Coordinates of the Base Points and GCPs:

a) For Base Points survey.

With DGPS instrument from CORS network of Survey of India. (Registration for CORS network will be given by the client). Or, with DGPS instrument in Static mode for a period of **24 hours**. (If mobile network is not available or very poor around Base Point location.).

Only the Latitude, Longitude and Ellipsoidal height from the instrument to be recorded.

b) For Primary GCPs.

With DGPS instrument from CORS network of Survey of India. (Registration for CORS network will be given by the client). Or, with DGPS instrument in Static mode for a period of **6 hours** with the base placed over any nearest established Primary GCP. (If mobile network is not available or very poor around GCP location.)

Elevation of all BM should be measured using Digital level instrument and Static mode in DGPS instrument from the nearest established GCP as a Base point. The final value of the elevation will be finalized after necessary scrutiny by the Engineer In-Charge/ Site in Charge from the data acquired in both modes of survey. All raw data from digital level shall be submitted along with adjusted and unadjusted levels in tabular form & using applicable Geo-

Office software or any other software as per direction of Engineer in- Charge complete.

c) For Secondary GCPs.

With DGPS instrument from CORS network of Survey of India. (Registration for CORS network will be given by the client). Or, with DGPS instrument in Static mode for a period of **3 hours** with the base placed over any nearest established Primary or secondary GCP. (If mobile network is not available or very poor around GCP location).

Elevation of all BM should be measured using Digital level instrument and Static mode in DGPS instrument from the nearest established GCP as a Base point. The final value of the elevation will be finalized after necessary scrutiny by the Engineer In-Charge/ Site in Charge from the data acquired in both modes of survey. All raw data from digital level shall be submitted along with adjusted and unadjusted levels in tabular form & using applicable Geo-Office software or any other software as per direction of Engineer in- Charge complete.

V. Process of measurement with DGPS instrument for better accuracy:

- a) Static Observation time frame should be used within preferably 6:00 hrs to 14:00 hrs.
- b) DGPS/ GNSS Receiver Accuracy (RMS) should be maintained:

Static & Fast Static: Horizontal accuracy – (5 mm  $\pm$  0.5 ppm) or better

Vertical accuracy – (5 mm  $\pm$  1 ppm) or better

Kinematic RTK: Horizontal accuracy – (10 mm  $\pm$  1 ppm) or better

Vertical accuracy – (15 mm  $\pm$  1 ppm) or better

- c) The threshold value shall not exceed 02 for PDOP (Positional Dilution of Precision) and HDOP (Horizontal Dilution of Precision).
- d) The control point locations should be selected so as to be:
  - Clear of HT/LT lines
  - Free from multi path problems associated with tall features in the vicinity
  - Free from foliage
  - Open to sky with a clear view of the horizon

VI. Ground Control Points (GCP) establishment report:

Control point establishment report shall be submitted after completion of activities covering the following:

- a) Final list of all Base Points, GCPs with Co-ordinate [X, Y, Z] in Universal Transverse Mercator (UTM) system and Geographical Coordination System with their location with respect to existing roads/identifiable permanent features for easy identification have to be prepared and submitted

to Engineer in-charge/ Site in charge.

Geo-referenced digital photographs of these pillars shall be taken from three different directions. A satellite image clip of approximate size 100 X 100m, around the selected location, should also be furnished along with other site photographs. Further description of the selected location should also be provided. The measurements from permanent features identifiable nearest to the point shall also be taken.

- b) Both, the Raw Data file [in RINEX (Receiver Independent Exchange Format) or .T02 as well as proprietary formats of DGPS manufacturer] and the Transformed Data for the entire survey area and adjoining areas of interest. The raw data will be checked properly by the concerned authority, if not satisfied after checking the raw data as per technical specification, then the same point should be re-surveyed.
- c) The Agency shall download the raw GCP data (static data) on a computer at site or suitable location itself and same working day to be provided to site in-charge.
- d) Base line report and necessary correction made during establishment of Control Points.
- e) Processed data in MS-Excel Worksheet/ASCII/XML, .kml & .dwg format.
- f) Each day's work shall be compiled and mapped/documented the same day to be sent to the site in-charge through electronic medium.

B. Bathymetric Survey

Bathymetric survey will be started with the established GCPs.

Echo-sounder (Dual frequency), RTK/DGPS based ADCP or RTK/DGPS (for shallow depth of water) to be used for developing under water river or reservoir bed profile, cross sections etc. in river channels & other water bodies shall be conducted. The bathymetry setup shall comprise of positioning system and echo- sounder should be of latest specification to meet the specified accuracy levels.

- a) Bathymetric details i.e. the river bed elevation, flow bifurcation, tributaries, shoals, dead pools, deep channels, island, char, thalweg etc. shall be clearly indicated. Waterline of rivers and reservoirs shall be marked on survey plan.
- b) Survey should be done using Echo-sounder, DGPS & RTK based ADCP and licensed survey software for developing under waterbed profile in river channels & other water bodies.
- c) Echo sounder or ADCP data should be interfaced with HYPACK/ Eiva software or equivalent to data logging software in respect of tide correction (if required).
- d) Echo-sounder (Dual frequency) & RTK/DGPS based ADCP should be calibrated and checked by concerned authority before using in field.

C. Topographical survey:

Topographic survey will be started with the established GCPs.

RTK/DGPS/TS or Drone to be used for developing a map of the overbank areas of approximate width up-to 50 m from the bank of the river or embankment. The topographic setup shall comprise of instruments which should be of latest specification to meet the specified accuracy levels.

- a) All topographic details on both the banks of the river up to a distance of 50 m from the country side toe of embankment or from river bank to be captured with Total station or Drone survey or RTK/DGPS for levels.
- b) Topographic survey should show natural features viz. streams, lakes, ponds, forests, hills, caves, low lands, silt depositions, chars, open space water logged areas etc.
- c) Topographic survey should also show manmade features viz. communication lines (roads, rail, ferry), electric poles (HT), transformers, rail station, bus terminus, markets, schools, houses (permanent or temporary), hutments, agricultural fields, tea gardens, important govt. infrastructures and establishments viz. schools, hospitals, markets, water tanks, military camps, police station, forest beat, electrical substation, bridges ( temporary and permanent), all hydraulic structures, spurs, canals, important land marks etc.
- d) Average G.L. of the flood plain, agricultural fields, village settlements etc. to be provided.
- e) Important levels of all the hydraulic structures, embankments and spurs to be provided.
- f) Geological features visible on ground such as firm banks, rocky outcrops, etc. to be shown.

D. Plotting of Cross section:

- a. The cross sections of river are to be plotted with stitching as per topographical CS survey details in horizontal direction and vertical direction.
- b. Offset interval of each cross section shall be taken at an interval of not more than 1m to clearly depict the existing river bed profile.
- c. River station should be marked starting from left high bank to the right high bank.
- d. Cross section of River/ Khal shall be taken at an interval of 30 m-90 m c/c for straight and uniform reach, and 30 m – 60 m c/c for non-uniform and curved reach. These two types of reaches should be identified, marked and should be approved by the competent authority prior to taking up the survey.
- e. The following items shall be shown on the Cross Section survey sheet:
  - 1. Each cross section should be properly indexed and the D/S reach length should be mentioned.
  - 2. Date of survey and water level on that day.
  - 3. Levels and dimensions of embankment, if any.
  - 4. Maximum historical/ observed HFL from any water mark for any particular year, if available.
  - 5. Any hydraulic structure with dimensions of the substructure and superstructure across

the river.

6. Existing Bituminous/Cement Concrete/Moorum/ Earth road etc. along the banks or embankments, with width and av. level.
7. Any deep pool formed in the river.
8. Rapids and outcrops in the river bed, if any.
9. Bank locations.

f. Additional cross sections (both U/S and D/S) should be taken at points like bridges, regulators, cross drains, inlets, tributaries, branch channels, drains, out channels from pump houses, important structures etc. If another drainage channel falls into or bifurcates from the drainage channel/canal/river proposed for survey, additional cross section should also be taken at same interval thereon up-to 300 m length u/s from the outfall points.

g. Embankment line along the sloped sides, capturing physical features like bank protection (including the type of protection), present status (damaged or not and degree of damage), vegetative growth, pond, inlet/outlet structure (with details and photograph), jetties, hutments, encroachment etc. to be shown.

E. Plotting of Longitudinal Section/profile along final River/khal/canal alignment:

A longitudinal profile of ground along the final canal alignment (centreline) should be shown. It should have ground levels (as well as bathymetric details in case canal is crossing any water body/Structure should be shown) at every 50 m interval.

F. General Scope of work:

The successful Bidder has to submit a detailed plan of the work after award of the work:

1. Raw data as per specified format (.CSV/.txt etc.) should be submitted in day to day during survey by electronic medium. Failure to provide data on time, data for that day will be considered ineligible/ unacceptable/ tempered data. Thereafter again resurvey will be taken in that part from your end.
2. .dwg & .kmz/.kml and shape file of the detailed topographic survey of the embankment/ bank shall be made from the reconnaissance survey such that the layer can be visualized in Google Earth/Arc GIS Earth.
3. The safety and security of the survey equipment is responsibility of the owner. Survey equipment to be protected from adverse climatic conditions.
4. Arrangement of boats, vehicles, power source, ropes, other necessary tools etc. for surveying to be done by the survey agency.
5. Safety of the survey personnel is the responsibility of the company/proprietor and maximum precaution should be taken for surveying in rivers, jungles, deep forests against snake bite,

animal attack etc. Wearing of life jackets and gum boot is a must for ADCP surveys and surveys in marshy land.

6. Necessary ancillary works for accessibility to site like jungle cutting, water hyacinth removal and any other such hindrances to be sorted out by the agency.
7. Coordinates and level of 50 % of the established GCPs will be cross checked by the client with their own instrument and RMS values of errors of horizontal positional values and vertical positional values with that obtained by the agency will be checked. The surveyed data given by the agency will be accepted if the RMS value of errors is within 2 cm for horizontal coordinates and 5 cm for vertical coordinates. The level data given by the agency will be accepted if the RMS value of errors is within 1 cm.
8. Logistic support for carrying instruments from RRI to the site and back and movement to different GCP points for checking by the client, shall be arranged by the agency, and the cost of which shall be included in the quoted rate.
9. In case, the RMS error of any point is more than the acceptable value, a joint survey will be conducted and for that all the logistic support shall be provide by the agency, as mentioned above.
10. The technical evaluation of the tender shall very much depend upon the technical strength of the Bidder. The bidder has to provide inputs to meet the evaluation criteria as given below.

G. Submission of survey report:

The contractor shall submit 1 set of draft report after completion of field activities, processing of data completes in all respect etc. for scrutiny by the competent authority. The corrections, if any, observed by the authority should be incorporated and 5 sets of final drawings to be submitted thereafter. A set of survey document should comprise of the following.

1. Index map of the surveyed area showing all the river network, important features and GCPs in a scale of 1: 5000 (or suitable scale as decided by EIC), all geo referenced. Details like name of GP, name of mouza, name of village and name of local inlet channel related with the survey, any others data etc. should be recorded during survey and to be incorporated into the map. Print copy of this map should be kept at site during detailed survey.
2. Geo referenced maps showing the river stations where cross sections are taken and the length of each cross section, river bank, embankment, and water line, nearest property line, nearby water bodies in a scale of 1:10000 (or suitable scale as decided by EIC).
3. Topographic sheets in a scale of 1:5000 (or suitable scale as decided by EIC), showing necessary details with dimensions where necessary and spot levels of average G.L.
4. Cross section sheets in a suitable vertical and horizontal scale. Observed HFL value to be shown,

where such information is available. Water level on the date of survey to be shown on each cross section. Cross sectional value also to be shown in tabular form.

5. Longitudinal sections of river along the thalweg line.
6. Contour of the river bed or reservoir bottom, showing deep pools formed in the river bed, main channel, braided channels etc.
7. Relevant photographs taken during survey.
8. All raw survey control data used or derived from this awarded contract of survey work will be supplied to client to ensure independent Quality Assurance (QA) of the survey operations.
9. The Contractor also shall submit the DGPS survey/ DL survey data in raw format along with processed data in format proper naming convention for the layers and features needs to be developed by the contractor.
10. All type of soft copy in editable formats in Hard disk/Pen drive (32GB).

H. Specification of Instruments/Equipment's: (European type/American type)

1. DGPS:
2. Echo sounder:
3. ADCP
4. Total station:
5. Digital level:

I. Qualification and Competence of the staff for 1no assignment:

1. Civil Engineer (BE/B.Tech/Diploma) with 5 years of Experience of similar nature of work: 1 no.
2. GIS/ Geo Informatics Expert with 3 years' Experience: 1 no.
3. Auto-cad draughtsman: 1 no.
4. Surveyor with 2 years of related type of work experience: 4 nos.
5. The strength of the personnel is the minimum required for this work and may engage more personnel as needed.

J. Documents (in original) to be submitted/presented for the work:

1. Educational Qualification certificate of technical manpower.
2. Experience certificate of the technical manpower for similar nature of work.
3. Purchase certificate or challan of all the survey instruments/ Soil testing lab instrument used for the work. IN CASE OF MACHINE DOCUMENT, MOU WITH MACHINE OWNER/FIRM REGARDING SUPPLY/TESTING OF LAB INSTRUMENT ALSO BE GRANTED. PURCHASE CHALLAN/CERTIFICATE OF THE MAIN OWNER MUST BE UPLOADED

**Memo No: 3T-1/1212/1(10)**

**Date : 15/09/2025**

Copy for information & wide Circulation to the:-

1. Director, River Research Institute, W.B., HCL, Mohanpur, Nadia, WB.
2. Deputy Director (Hyd.), RRI, HCL, Mohanpur, Nadia, WB.
3. Deputy Director (Engg.), RRI, HCL, Mohanpur, Nadia, WB.
4. Sub-Divisional Officer, Sub-Division No.-I, RRI, HCL, Mohanpur, Nadia, WB.
5. Sub-Divisional Officer, Sub-Division No.-II, RRI, HCL, Mohanpur, Nadia, WB.
6. Assistant Engineer/SDP, RRI, HCL, Mohanpur, Nadia, WB.
7. Assistant Engineer/BR, RRI, HCL, Mohanpur, Nadia, WB.
8. Divisional Accountant, R.R.I., HCL, Nadia.
9. Divisional Estimator, R.R.I., HCL, Nadia.
10. Notice Board, R.R.I., HCL.

**Sd/-  
Executive Engineer  
Sunderbans Delta Project,  
River Research Institute.**