



GOVERNMENT OF WEST BENGAL
DEPARTMENT OF AGRICULTURE
Office of the Project Manager, WCDC, Paschim Bardhaman
&
Deputy Director of Agriculture (Soil & Water Management)
Burdwan
4TH FLOOR, KRISHI BHAVAN, DISTRICT SEED FARM CAMPUS, KALNA ROAD, PURBA BARDHAMAN, PIN-713101
E-MAIL ID: ddaswm@gmail.com



24.4.23

Memo No - 165

Dated:-24-04-2023

NOTICE INVITING e-TENDER

Notice Inviting e-Tender No.- 01-PMKSY-WDC-2.0 -23-24-BWN

TENDER REFERENCE NO : PIA/BWN/WDC/PMKSY- 2.0/02/2021-22

Separate tenders are being invited by the Project Manager, WCDC, Paschim Bardhaman and Deputy Director of Agriculture (Soil & Water Management) Burdwan, on behalf of the Governor of West Bengal for the works mentioned in list through e-tendering from the eligible, bonafied and resourceful contractors/bidders having desired credential and financial capability for execution of works as details below:

List of Scheme:

Sl. No	Name of the Work	Estimated Amount Put to tender (Rs.)	Earnest Money Deposit@2% (Rs.)	Source of Fund	Period of Completion
1.	Construction of Pucca Irrigation Field Channel(263 m x 0.80 m x 0.60 m)with intake chamber & distribution chambers at Plot No -2001 etc. ; J.L. No-72,Mouza - Rajkusum of Triiokchandrapur G.P. within Kanksa Block,Dist.- Paschim Barddhaman Under Project Manager, WCDC, Paschim Bardhaman and DDA(S & WM), Burdwan	769616.00	15392.00	WDC-PMKSY 2.0	60 days from date of issue of work order

2.	Construction of Pucca Irrigation Field Channel(263 m x 0.80 m x 0.60 m)with intake chamber & distribution chambers at Plot No -1991, 2000 etc. ; J.L. No-72,Mouza - Rajkusum of Triiokchandrapur G.P. within Kanksa Block, Dist.-Paschim Barddhaman Under Project Manager, WCDC, Paschim Bardhaman and DDA(S & WM), Burdwan	769616.00	15392.00	WDC-PMKSY 2.0	60 days from date of issue of work order
3	Construction of Pucca Irrigation Field Channel(263 m x 0.80 m x 0.60 m)with intake chamber & distribution chambers at Plot No -75,76,1195 etc. ; J.L. No-54, Mouza - Rupganj of Molandighi G.P. within Kanksa Block,Dist.- Paschim Barddhaman Under Project Manager, WCDC, Paschim Bardhaman and DDA(S & WM), Burdwan	769616.00	15392.00	WDC-PMKSY 2.0	60 days from date of issue of work order
4	Construction of Pucca Irrigation Field Channel(263 m x 0.80 m x 0.60 m)with intake chamber & distribution chambers at Plot No -469,538 etc. ; J.L. No-42, Mouza - Rakshitpur of Molandighi G.P. within Kanksa Block, Dist.- Paschim Barddhaman Under Project Manager, WCDC, Paschim Bardhaman and DDA(S & WM), Burdwan	769616.00	15392.00	WDC-PMKSY 2.0	60 days from date of issue of work order
5	Excavation of W.H.S. at plot no - 100,107 J.L.No - 45 Mouza - Bhagabanpur, at Molandighi G.P. of Kanksa, P.S. Under Project Manager,WCDC,Paschim Bardhaman and DDA(S & WM), Burdwan	776914.00	15538.00	WDC-PMKSY 2.0	30 days from date of issue of work order
6	Re-Excavation of W.H.S. at plot no - 306 J.L.No - 51 Mouza - Kandarkona, at Molandighi G.P. of Kanksa, P.S. Under Project Manager, WCDC, Paschim Bardhaman and DDA(S & WM), Burdwan	776482.00	15530.00	WDC-PMKSY 2.0	30 days from date of issue of work order
7	Excavation of W.H.S. at plot no - 2121 J.L.No - 72 Mouza - Rajkusum, at Trilokchandrapur G.P. of Kanksa, P.S. Under Project Manager, WCDC, Paschim Bardhaman and DDA (S & WM), Burdwan	776878.00	15538.00	WDC-PMKSY 2.0	30 days from date of issue of work order

8	Re-Excavation of W.H.S. at plot no - 1831 J.L.No - 72, Mouza - Rajkusum, at Trilokchandrapur G.P. of Kanksa, P.S. Under Project Manager, WCDC, Paschim Bardhaman and DDA(S & WM), Burdwan	436855.00	8737.00	WDC-PMKSY 2.0	30 days from date of issue of work order
9	Re-Excavation of W.H.S. at plot no - 231 J.L.No - 48 Mouza -Molandighi, at Molandighi G.P. of Kanksa, P.S. Under Project Manager, WCDC, Paschim Bardhaman and DDA(S & WM), Burdwan	613818.00	12276.00	WDC-PMKSY 2.0	30 days from date of issue of work order

1. In the event of e-Filling intending bidder may download the tender document from the website: <https://wbtenders.gov.in> directly by the help of Digital Signature Certificate.

2. The intending bidder must read the terms and condition of the NIT carefully. He should particularly go through the eligibility criteria required and satisfy himself about the requirements for eligibility. At his own responsibility and risk he should also visit the sites and its surroundings at his own expense, know every titbits of the works to be executed/ site conditions /availability of all the materials required etc. He should submit his bid only if he considers himself eligible, in possession of all the documents required for the tender and can do the work within the allowed time. The working site may be changed within the District / scopes of works may be reduced / increased due to individual site conditions and unavoidable circumstances. Payment will be made as per actual measurement of the work physically executed at the sites as per schedule maintaining the WBFR. No escalation of price and / or price adjustment will be allowed under any circumstances. These all are to be considered before quoting rates by the agency (Percentage above/below/at par). All information posted on the website consisting of NIT and related documents, Form 2911, BOQ, Corrigendum and Drawings etc. all shall form the part of the tender document.

3. **Technical Bid and Financial Bid:** Both to be submitted online concurrently duly digitally signed in the Website <https://wbtenders.gov.in> as per time schedule stated. All the documents uploaded by the bidders should be properly indexed, self-attested with seal & digitally signed.

4. The financial offer of the prospective tenderer will be considered only if the Technical Bid of the tender is found qualified by the **Tender Evaluation Committee**. The decision of the **Tender Committee with the Chairmanship of the Deputy Director of Agriculture (S & WM), Burdwan** will be final and binding on all concerned and no challenge against such decision will be entertained. The list of qualified tenderers will be displayed in the website on the schedule date and time.

5. Eligibility criteria for participation in the tender: -

i) The prospective bidders (Bonafied, resourceful & experienced) shall have satisfactorily completed (100% Completion) as a *prime agency* during the last 5 (Five) years prior to the date of issue of this Notice at least in one work of similar nature (which will be tendered) under the authority of State/Central Govt. and having a magnitude of 40 (Forty) percent of the Estimated amount put to tender. Those have pending works under this Division will not be entertained. (Non-Statutory Documents).

ii) Bidder must have valid work experience in local area and the relevant certificate from Govt. Deptt./Semi-Govt. Deptt. / Statutory Organization has to be furnished with the bid. Certificate must be issued not below the rank of Executive Engineer or his equivalent of Govt. Deptt./Semi-Govt. Deptt. / Statutory Organization.

iii) Latest Trade License, Income Tax Acknowledgement Receipt for last assessment year, Pan Card, Professional Tax deposit challan for the current year, GST Registration Certificate with latest return, ID proof self-identification are to be accompanied with the Technical Bid document.

iv) 15 digit Good and Service Tax payer Identification Number (GSTIN) under GST Act, 2017. Tax invoice(s) needs to be issued by the supplier for raising claim under the contract showing separately the tax charged in accordance with the provision of GST Act, 2017.

v) The prospective bidders should own or arrange through lease hold agreement the required plant and machineries. Conclusive proof of ownership/ Arrangement (if any) must be submitted.

vi) Registered Unemployed Engineers' Co-operative Societies/ Unemployed Labour Co-op. Societies are required to furnish valid Bye Laws, Registration certificate in proof on Engineers' Co-Operative Society/ Unemployed Labour Co-op. Societies located within the state of West Bengal, Current Audit Report, Minutes of latest AGM, Valid clearance Certificate from A.R.C.S. for the current financial year along with other relevant supporting papers (Non Statutory Documents).

vii) A prospective bidder shall be allowed to participate in the particular job either in the capacity of individual or as a partner of a firm. If found to have applied severally in a single job, all his applications will be rejected for that job.

viii) Where there is a discrepancy between the unit rate & the line item total resulting from multiplying the unit rate by the quantity, the unit rate quoted shall govern.

ix) The partnership firm shall furnish the registered partnership deed along with Power of Attorney and the company shall furnish the Article of Association and Memorandum (Non Statutory Documents).

x) Joint ventures will not be allowed.

6. No mobilization advance and secured advance will be allowed.

7. Issuance of work order as well as Payment will depend on site clearance, availability of materials (if any), availability of fund in appropriate head and no claim whatsoever will be entertained for delay issuance of work order as well as payment (if any). Works would be completed within stipulated time period. Escalation charges will not be entertained in any case against N.I.T./ accepted Tender. Tenders will be accepted subjected to receipt of Departmental Approval. Intending tenderers may consider these criteria while quoting their rates.

8. The bidders shall quote their rate (Percentage Excess (+)/ Less (-) / at par) accordingly in the respective B.O.Q. as uploaded considering that no escalation and/ or price adjustment will be allowed by the Department there under any circumstances.

9) **Before issuance of the work order and any time within the evaluation process, the tender inviting authority may verify the credential & all other documents in originals of any of the tenderer if found necessary. The bidder must have to produce all the documents, whenever requisitioned for, within 48 (forty eight) hours of intimation send through either email or phone. In the case the documents are not produced within that time or wrong/invalid address provided for communication, that tender will be cancelled without going for further communication instantly. The addresses for correspondences are therefore requested to be correctly furnished. During scrutiny, if it is come to the notice of the tender inviting authority that the credential or any other papers of any bidders is incorrect / manufactured / fabricated, that tender will be out rightly rejected without any prejudice with forfeiture of earnest money forthwith. The Authority may suggest suitable punitive measures and will bring that matter to the notice to the appropriate level and the bidder may be suspended from participating in the tenders on e-Tender platform as per the discretion of the authority. In addition, his Earnest Money Deposit will stand forfeited to the Government.**

10. GST will be applicable as per Govt. order.

11. Date & Time Schedule:

Sl. No.	Particulars	Date & Time
1.	Date of uploading of N.I.T. Documents (on line) (Publishing Date)	26.04.2023 (2.30 p.m.)
2.	Documents download start date (on line)	26.04.2023 (3.30 p.m.)
3.	Documents down load end date (On line)	08.05.2023 (11.00 am.)
4.	Bid submission start date (On line)	27.04.2023 (1.00 p.m.)
5.	Bid Submission closing (On line)	08.05.2023 (3.00 p.m.)
6.	Bid opening date for Technical proposals (On line)	10.05.2023 (3.30 p.m.), on or after online
7.	Date of uploading list for Technically Qualified Bidder (On line)	To be informed after Technical Bid Evaluation
8.	Date and location of opening of Financial Bid (On line)	To be informed later on
9.	Location of Bid opening	Office of the Project Manager, WCDC & Deputy Director of Agriculture (Soil & Water Management), Burdwan. 4 TH Floor, Krishi Bhavan, District Seed Farm Campus, Kalna Road, Purba Bardhaman, Pin-713101

12. Tender fees 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-tender portal having URI <http://wbtenders.gov.in> and also documents are available free of cost in the office of Tender Inviting Authority.

ii. Earnest Money Deposit (EMD):

Traditional procedure of depositing EMD through off-line instruments like Bank Draft, Pay- order, Bankers Cheque etc. has been completely dispensed with for all e-tenders/e-procurements of the State Government w.e.f 1st September, 2016. Intending bidders desiring to make payment of earnest money (EMD) on-line, should beforehand read the instructions carefully, particularly in the challan generated by the system of e-tender/e-procurement, if opted for EMD payment through RTGS/NEFT

A. Login by bidder:

a. A bidder desirous of taking part in a e-tender invited by a State Government shall login to the e-Procurement portal of the Government of West Bengal using his/her login ID and password using valid DSC.

b. He/she will select the e-tender to bid and initiate payment of pre-defined EMD for that e-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 bank accounts in any Bank approved by RBI in India.

B. EMD payment procedure:

a. Payment by Net Banking (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 webpage (along with a string containing a Unique ID) where he/she will select the Bank through which he/she wants to do the EMD on-line transaction.

ii. Bidder will make the payment after entering his Unique ID and password of the bank to process the transaction.

iii. Bidder will receive a confirmation message regarding success/failure of the transaction.

iv. If the transaction is successful, the amount paid by the bidder will get credited in the respective Pooling account of the State Government maintained with the Focal Point Branch of ICICI Bank at R.N Mukherjee Road, Kolkata for collection of EMD against unique codes for identification of the 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 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 gets 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 e-submission of his/her 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 account.

Note: EMD payment 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 e-tender 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.

C. Refund/Settlement Process for EMD:

- i. After opening of his/her bids and technical evaluation of the same by the Tender Inviting Authority through electronic processing in the e-Procurement portal of the State Government, the tender inviting authority will declare the status of the bid as successful or unsuccessful which will be made available along with the details of the unsuccessful bidders to ICICI Bank by the e-Procurement portal through web services.
- ii. On receipt of the information from the e-Procurement portal, the Bank will refund through an automated process the EMD of the bidders disqualified at the technical evaluation to the respective bidders' bank accounts from which they made the on-line EMD 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 and L2 bidders will be refunded, through an automated process, to the respective bidders' bank accounts from which they made the payment transaction. Such refund will take place within T+2 Bank working days where T will mean the date on which information on rejection of financial bid is uploaded to the e-Procurement portal by the tender inviting authority. However, the L2 bidder should not be rejected till the LOI process is successful.
- iv. If the L1 bidder accepts the LOI and the same is processed electronically in the e-Procurement portal, EMD of the L2 bidder will be refunded through an automated process, to his/her bank account from which he/she had made the payment transaction. Such refund will take place within T+2 Bank working days where T will mean the date on which information on Award of Contract (AOC) to the L1 bidder is uploaded to the e-Procurement portal by the Tender Inviting Authority.
- v. As soon as the L1 bidder is awarded the contract (AOC), the same is processed electronically in the e-Procurement portal for transfer credit to Government Receipt under Public Accounts through GRIPS where under the security deposit to be collected would also be deposited in connection with the work.
- vi. All refunds will be made mandatorily to the Bank account from which the payment of EMD and Tender Fees (if any) were initiated.
- vii. If the e-tender is cancelled, then the EMD would be reverted to the original bidders account automatically after such cancellation order is affected online by the Tender Inviting Authority.

13. Earnest Money will also be forfeited if:-

- a) Withdrawal of e-Tender once the bid has been submitted online and after passing of end date for submission which has been accepted for further processing is not allowed. EMD will be forfeited by the Government and the bidder/contractor penalized in terms of provisions in the notice of the tender & as decided by the tender inviting authority.
- b) In case of successful tenderer, if the Tenderer fails to execute formal agreement within the stipulated time.
- c) During scrutiny, if it is come to the notice of tender inviting authority that the credential or any other document which were uploaded & digitally signed by the Tenderer are incorrect/ manufactured/ fabricated.

14. In case of successful Tender, the Earnest Money deposited by the Tenderer during Tender will be converted into Security deposit and balance amount from any Nationalised/ Scheduled Bank in favour of the Deputy Director of Agriculture (Soil & Water Management), Bankura in the form of Demand Draft should be submitted at the time of

Agreement before issuing the work order. Security money of contract value applicable under the existing rules & order under Govt. of West Bengal will be deposited by the lowest bidder in the form of demand draft before execution of agreement and the same will be forfeited and tender will be cancelled in case of breach of contract, unsatisfactory work or delay in completion of work. Security money will be returned after three months of satisfactory completion of work.

15. Credential Certificate

The prospective bidders shall have satisfactorily completed as a **prime agency** at least one similar nature of work as mention in list of scheme (i.e. excavation of WHS which related with similar nature of work of soil conservation) will be considered under the authority of State/ Central Govt, State/Central Govt. undertaking/ Statutory Bodies constituted under the statute of the Central/ State Government and having a magnitude of **40 (forty) percent** of the Estimated amount put to tender in a single work order.

16. The bidder, at his own responsibility and risk is encouraged to visit and examine the sites of the project areas and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into contract for the work as mentioned in the NIT before submitting the offer with full satisfaction. The cost of visiting the site shall be at the Bidder's own expense.

17. The intending Bidders shall clearly understand that whatever may be the outcome of the present invitation of Bids no cost of bidding shall be reimbursable by the authority.

18. The work order will be issued by the **Project Manager, WCDC, WDC-PMKSY 2.0, Paschim Bardhaman & Deputy Director of Agriculture (Soil & Water Management), Burdwan** after signing the agreement bond and depositing the security money in full.

19. The intending tenderers are required to quote and submit the rates on line only. No off-line tender will be entertained.

20. Prospective tenderers are advised to note carefully eligibility criteria and list of deliverables before bidding.

21. All intending bidders are requested to be present at the time of opening of tender, to observe the tender opening procedure.

22. No conditional / incomplete tender will be accepted under any circumstances.

23. The authority reserves the right to cancel the NIT due to unavoidable circumstances and no claim in this respect will be entertained.

24. During scrutiny, if it comes to the notice to the tender inviting authority that the credibility or any other papers of any bidder is incorrect / manufactured / fabricated that tender will not be allowed to participate in the tender and that application will be out rightly rejected without any prejudice with forfeiture of earnest money forthwith.

25. Before issuance of the work order the relevant documents of the lowest tenderer will be verified with the originals if found necessary. After verification, if it is found that such documents submitted by the lowest tenderer are either manufactured or false, in that case, work order will not be issued in favour of the tenderer under any circumstances and will follow the forfeiture of earnest money and legal action may be taken.

26. Bids shall remain valid for a period not less than **45 (Forty Five) days** from the last date of submission of Financial Bid / Sealed Bid. If the bidder withdraws the bid during the period of bid validity the earnest money as deposited will be forfeited forthwith assigning any reason thereof.

27. Constructional Labour Welfare Cess @ **1(one)%** of cost of construction will be deducted from every bill of the selected agency. GST, Royalty & all other statutory levy/Cess will have to be borne by the Contractor & the rate in the schedule of rates are inclusive of all the taxes & cess stated above.

28. There shall be no provision of Arbitration. Hence Cl. 25 of 2911 (ii) is modified vide notification no. 8182-F(Y) dt.26.09.12 of Secretary to the Govt. of West Bengal.

Terms & Conditions:

1. The authority reserves the right to reject/cancel any or all the EOIs without assigning any reasons and will not be bound to accept the lowest rate offered.

2. The security money will be forfeited and tender will be cancelled in case of breach of contract, unsatisfactory work or delay in completion of work. Security money will be returned after three months of satisfactory completion of work.

3. The work will have to be started within Five days from the date of receipt of work order and must be completed within the specific date mentioned in the work order.

4. No Running Account Bill will be paid under ordinary circumstances.

5. The authority also reserves the right to make any alteration, in the volume of work and the specification of any scheme if it is considered necessary in course of the progress of work.

6. The successful bidder will be required to sign a bi-partite agreement with the **Project Manager, WCDC, WDC-PMKSY 2.0, Paschim Bardhaman & Deputy Director of Agriculture (Soil & Water Management), Burdwan**, within ten (10) days from acceptance and before issue of work order.

7. No work order will be issued to the agency concerned unless he executes an agreement for condition of contract of the work.

8. Interested bidders are requested to watch the web portal on regular basis and follow the corrigenda, addenda, notice, instruction of any issued by the tender inviting authority throughout the entire period of tender process till of work order and act accordingly. No excuse in this regard will be entertained.

9. In case if there be any objection regarding Pre qualifying criteria of the Agency, that should be lodged to the **Project Manager, WCDC, WDC-PMKSY 2.0, Paschim Bardhaman & Deputy Director of Agriculture (Soil & Water Management), Burdwan** within 48 hours from the date of publication of list of qualified Agency and beyond that time schedule no objection will be entertained.

10. The intending tenderer/s may visit the site/place /project site and satisfy himself to the extent of working difficulties and problem of the proposed site (if any) for a particular work before submitting the tender in consultation with the Concerned Micro Watershed Committee Association. The selected tenderer will have to form "Users Group" and collect the beneficiaries contribution @ 5/10 % as the case may be before issuance of work order by the concerned Micro Watershed Committee Association/PIA for a work in terms of guideline of New Generation Watershed Development Projects under WDC-PMKSY 2.0, Clause 26.1.

INSTRUCTION OF BIDDERS

Instruction / Guidelines for tenders for electronic submission of the tenders online have been annexed for assisting the contractors to participate in e-Tendering.

1. Registration of Contractor:

Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through logging on to <https://etender.wb.nic.in>. The contractor is to click on the link for e-Tendering site as given on the web portal.

2. Digital Signature certificate (DSC):

Each contractor is required to obtain a class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the National Information's Centre (NIC) on payment of requisite amount details are available at the Web Site stated in Clause-1 of Guideline to Bidder. DSC is given as a USB e-Token.

3. Collection of Tender Documents:

The contractor can search & download NIT & Tender Documents electronically from computer once he logs on to the website mentioned in Clause 1 using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

4. Submission of Tenders:

4.1 General process of submission:

Tenders are to be submitted through online to the website stated in Cl.1 in two folders at a time for each work, one in **Technical Proposal** & the other is **Financial Proposal** before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

4.2 Technical proposal:

The Technical proposal should contain scanned copies of the following further in two covers (folders).

A-I. Statutory Cover Containing.

- i) Prequalification Application (if required)
- ii) Tender form no. 2911 & NIT with all agenda & corrigendum (download & upload the same Digitally Signed). *Quoting rate will only encrypted in the B.O.Q. under Financial Bid. In case quoting any rate in 2911, the tender liable to summarily rejected.*
- iii) Special Terms, Condition & Specification of works, Drawings (if any).

A-2. Non Statutory/ Technical Documents Cover Containing.

i) Professional Tax (PT) deposit receipt challan for the current financial year, Pan Card, IT Return for the current assessment year, GST Registration Certificate & latest return.

ii) Valid 15 digit Good and Service Tax prayer Identification Number (GSTIN) under GST Act, 2017. Tax invoice(s) needs to issued by the supplier for raising claim under the contract showing separately the tax charged in accordance with the provision of GST Act, 2017.

ii) Company Details (name should be company details pdf)

a) Registered Deed for partnership Firm/ consortiums from Registrar of Assurances having office at Todi Mansion, Kolkata. Mere application for registration will not be considered.

Note:- An affidavit regarding authorized user of DSC for consortiums and a declaration regarding such authorization for Limited Companies is to be submitted

iii) Trade Licence for Proprietorship Firms

iv) Memorandum of Articles for Limited Companies.

v) Power of Attorney (For partnership Firm/ Private Limited Company, if any)

vi) Co- op Society :- Clearance Certificate for the Current year issued by the Assistant Register of Co- Op(s) (ARCS) by laws are to be submitted by the Registered labour Co-Op(s) & Engineers' Co- Opt(s).

vii) For prospective bidders having Credential for completion of similar nature of works orders under the authority of State / Central Government, statutory bodies under State / Central Government constituted under the statute of the State / State Government having a magnitude of 40% (forty percent) of the estimated amount put to tender during any one financial years from 2017-18 to till date prior to the date of issue of this NIT is to be furnished.

viii) Addenda / Corrigenda:- Contractors are to keep track of all the Addenda / Corrigenda issued with a particular tender and uploaded all the above digitally signed along with the NIT. Tenders submitted without the Addenda / Corrigenda are liable to be treated as informal and there by rejected.

Note : Failure of submission of any of the above mentioned documents (as stated in A1 & A2) will render the tender liable to summarily rejected for both statutory & non statutory cover.

THE ABOVE STATED NON STATUTORY / TECHNICAL DOCUMENTS SHOULD BE ARRANGE IN THE FOLLOWING MANNER.

Click the check boxes beside the necessary documents in the My Document list and then click the tab "Submit Non Statutory Documents" to send the selected documents to Non statutory folder. Next Click the tab "Click to Encrypt and upload" and then click the "Technical" Folder to upload the Technical Documents.

Sl.No.	Category Name	Sub Category Description	Details (valid and up-to-date as per rules)
A.	Certificates	Certificates	1. PAN 2. Current year P. TAX (Challan) 3. Professional Tax Payment Certificate (PTPC) 4. Latest IT Acknowledgement. 5. Latest Trade License 6. P/L balance sheet last financial years.
B.	Certificates	GST Registration Certificate	1. GST Registration Certificate
C.	Company Details	Company Details - I	1. Proprietorship Firm (Trade License) 2. Partnership Firm (Registered from of assurances having office at Todi Mansion, Kolkata) 3. Limited Companies (Incorporation Certificate, Trade Licence, Memorandum of Articles) 4. Registered Co-Operative Engineers Societies (Society Registration Certificate, eligibility certificate by ARCS Govt of W.B., Trade Licence ,By-laws and documents showing latest office bearers). 5. Power of attorney.
D.	Credential	Credential - 1	Credential - 1
E.	Credential	Credential - 2	1. Similar nature of work done & Completion Certificate not below the rank of Executive Engineer or Equivalent.
F.	Declaration	Declaration File 1	Declaration File 1
G.	Financial capability	Certificates	1. Self certified documents for carry out the works

5. Financial proposal

- The financial proposal should contain the following documents in one cover (folder) i.e. Bill of Quantities (BOQ) the contractor is to quote the rate online in the space marked for quoting rate in the BOQ.
- Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the contractor.

6. Opening & evaluation of tender:

Technical proposals will be opened by the **Project Manager, WCDC, WDC-PMKSY 2.0, Paschim Bardhaman & Deputy Director of Agriculture (Soil & Water Management), Burdwan** or his authorised representative online.

- Intending tenderers may remain present if they so desire.
- Cover (folder) statutory documents would be open first & if found in order and correct, cover (Folder) for non statutory documents will be opened. If there is any deficiency in the statutory & non statutory documents the tender will summarily be rejected.
- Decrypted (transformed in to readable formats) documents of the non statutory cover will be downloaded & handed over to the tender evaluation committee.
- Uploading of summary list of technically qualified tenderers.

7. Opening and evaluation of Financial Proposal:

- Financial proposals of tenderers declared technically eligible by the Tender Evaluation Committee will be opened electronically from the web portal on the prescribed date and time.
- The encrypted copies will be decrypted and the rates will be read out to the contractors remaining present at that time.

8. Provision for appeal and its disposal :-Intending bidder not satisfied with the decision of the Tender Evaluation Authority regarding his own bid, may prefer an appeal within 48 HOURS after the date of uploading of the summery list of the successful technically qualified bidders. Copy of such appeal should also be sent to the Tender Inviting Authority.

9. Acceptance of Tender:

The Bidder whose Bid has been accepted will be notified by the Tender Inviting & Accepting Authority through acceptance letter/Letter of Acceptance. The Letter of Acceptance will constitute the formation of the Contract. The Agreement in W.B.F. No. 2911 will incorporate all necessary documents e.g. N.I.T. all corrigendum, special terms & condition, specification of work, Drawings, different filled up forms, B.O.Q. and the same will be constituted between the Accepting Authority and the successful Bidder.

10. Penalty for suppression / distortion of facts:

If any bidder fails to produce the original hard copies of the documents or any other documents on demand of the Tender Evaluation Authority within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression, the Tender Evaluation Authority upon Suggesting suitable punitive measure will bring the matter to the notice of the higher authority as the case may be , and the bidder may be suspended from participating in the tenders on e-Tender platform of Department as per approval of the higher authority for a maximum 3 (Three) years. In addition, his Earnest Money Deposit will stand forfeited to Government.

11. REJECTION OF BID:

The Employer (tender accepting authority) reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time prior to the award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for Employer's (tender accepting authority) action.

12. Penalty for suppression/distortion of facts:-

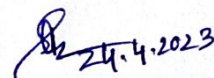
Submission of false document by tenderer is strictly prohibited & if found action may be referred to the appropriate authority for prosecution as per relevant IT Act in addition to forfeiture of earnest money forthwith.

13. Additional performance Security:- If the bid rate is 80% or less than the Estimated amount put to tender, Additional performance Security @10% of tendered amount shall be obtained from the successful bidder in favour of the concerned Assistant Director of Agriculture (Agricultural Economics), & PIA, Bankura(WDC-2.0) /01/2021-22 in the form of Bank Guarantee from any schedule Bank as per Memorandum No-4608-F(y) dated 18th July, 2018 within 7(seven) working days from the date of issuance of Letter of Acceptance. If the bidder fails to submit the Additional performance Security within time his earnest money will be forfeited and other necessary action as per NIT like debarring of the contractor from e-tender participation, etc, may be taken up.

The Bank Guarantee shall be returned immediately on successful completion of the contract. If the bidders fail to complete the work successfully, the Additional Performance Security shall be forfeited at any time during the pendency of the contract period after serving proper notice to the contractor. Necessary provisions regarding 10 % deduction of security deposit from the progressive bills of the contractor as per relevant clauses of the contractor shall in no way be altered / affected by provision of this Additional Performance Security.

14. Language of the tender and all literatures and correspondences in connection with it generally will be in English. For having clarifications/ modifications etc. for any typographical mistakes etc. please contact with the office immediately and before submission of tender either physically or through e-mail.

15. Execution of Agreement: The Bidder who's Bid has been accepted will be notified by the Tender Inviting & Accepting Authority through acceptance letter / Letter of Acceptance. The notification of award will constitute the formation of the Contract. Successful tenderer(s) shall have to be execute agreements with the undersigned on a non-judicial stamp paper of Rs.10/- within two working days from the receipt of acceptance order, failure to execute the agreement within the stipulated period may lead to forfeiture of the Earnest Money and cancellation of tender.

 24.4.2023

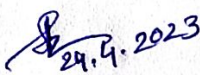
Project Manager, WCDC, Paschim Bardhaman
&
Deputy Director of Agriculture
(Soil & Water Management)
Burdwan

Memo No:165/(16)

Dated-24-04-2023

Copy forwarded for information and taking necessary action for wide publicity of the matter to:-

1. The CEO & Secretary, WBSWDA, BENFISH IT Tower, Sector-V, Salt Lake City, Kolkata-700091.
2. The Sabhadhipati, Purba Bardhaman Zila Parisad.
3. The Sabhadhipati, Paschim Bardhaman Zila Parisad
4. The District Magistrate, Purba Bardhaman.
5. The District Magistrate, Paschim Bardhaman.
6. The Joint Director of Agriculture, Burdwan Range, Purba Bardhaman.
7. The Joint Director of Agriculture (Soil Conservation), West Bengal
8. The Deputy Director of Agriculture (Admn.), Paschim Bardhaman
9. The D.I.O, NIC., Purba Bardhaman with a request to publish the notice in district website.
10. The District Informatic Officer, Purba Bardhaman
11. The District Informatic Officer, Paschim Bardhaman
12. The Savapati, **Kanksa** Panchayet Samity, **Kanksa**, Paschim Bardhaman
13. The Block Development Officer, **Kanksa** Block, Paschim Bardhaman.
- 14 The Assisitant Engineer (A-I) & Specialist (Irrigation Engineering) of DDA(S& WM), Burdwan
15. Notice Board of this Office
- 16 Office copy.

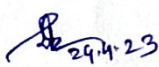

Project Manager, WCDC, Paschim Bardhaman
&
Deputy Director of Agriculture
(Soil & Water Management)
Burdwan

Special Terms & Conditions

Notwithstanding anything contained in West Bengal Form No. - 2911(ii) in which the contract is to be executed, the following Special Terms & Conditions shall constitute a part of the contract and shall be binding on the Tenderer(s).

1. The tenderers are requested to visit the site personally, assess the quantum of work to be done and well acquainted with the works and quote rates accordingly.
2. No claim out of typing, printing and arithmetical and / or clerical mistakes anywhere in the agreement shall be entertained.
3. Complete set of Tender Documents issued to the Tenderer(s) must be submitted duly filled in by same pen and ink and duly signed (full signature) by the Tenderer above his full name and correct address / with rubber seal (as the case may be) at the bottom of each page before dropping the Tender, otherwise the Tender will be treated as informal.
4. No erasing or overwriting shall be allowed. But if it is occurred under unavoidable circumstances, the tenderer will have to pen through words and put his signature beside the penned through works failing which the Tendering Authority will have the right to take final decision
5. If the Tender is made by an individual, it shall be signed by the individual above his Full Name and current Address at the bottom of each page.
6. If the Tender is made by a Proprietary Firm, it shall be signed by the Proprietor with rubber seal of his Firm.
7. If the Tender is made by a Firm in Partnership, it shall be signed by all Partners of the Firm with rubber seal of his Firm or by a Partner holding the Power of Attorney for the Firm for signing the Tender with Rubber seal. A certified copy of the Power of Attorney / Partnership Deed shall also accompany with the Tender.
8. If a Tender is made by a limited Company or Limited Corporation it shall be signed by a duly authorized person holding the Power of Attorney for signing the Tender with rubber seal in which case a Certified Copy of the Power of Attorney shall accompany the Tender. Such Limited Company or Corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.
9. If a Tenderer expires after submission of his/her Tender or after the acceptance of his/her Tender, the Authority shall deem such Tender as cancel.
10. If a tenderer / (s) expires after submission of his/her/their tender or after the acceptance of his/her/their tender or before the execution of the works at site, the authority shall deem such tender as cancel unless the firm retains its character.
11. If the intending tenderer having not satisfied with the decision of Tender paper issuing Authority, may prefer an appeal to the next superior Officer, the communication in this regard must be bought to the notice of the Tender issuing Authority at least two working days before the last date of issuing of Tender paper, failing which such appeal will not be entertained.
12. All witness and sureties shall be persons of status and their Full Name, Occupation, Address shall be stated below their signatures.
13. Changes in document such as Power Attorney, Partnership Deed etc. should be communicated forthwith by the Tenderer(s) in writing, failing which the Department shall have no responsibility or liability for any action on the strength of the said document.
14. Rates quoted in the Tender shall be fixed during the period of contract and shall not be subjected to any variation on any grounds. Conditional Tender will not be entertained.
15. The Tenderer(s) shall be entirely responsible for the sufficiency of rate quoted by him / her/ them in his / her/ their Tender(s).
16. Tender shall be valid for a period of not less than 12 (twelve) months from the date of opening of Tender. Tender once submitted shall not be withdrawn within the validity period. The Tender inviting Authority may request for extension of the Tender validity period.
17. The Letter of Acceptance will normally be issued within 30 (thirty) days from the date of opening of Tender.
18. Intending tenderer should specifically state they are agreeable to complete the work within the time specified.
19. The accepting authority reserves the right to split up the works according to demand and distribute the works amongst the participants of the tender.
20. Immediately after taking over the site, the contractor shall inform the **Project Manager, WCDC, WDC-PMKSY 2.0, Paschim Bardhaman & Deputy Director of Agriculture (Soil & Water Management), Burdwan** about the work programme in writing.
21. No claim whatsoever will be entertained if department fails to hand over site in time for any reason beyond their control.
22. Time is the essence of the contract and if any unavoidable circumstances if the work will not to be completed within the specified time, then contractor may apply to the **Project Manager, WCDC, WDC-PMKSY 2.0, Paschim Bardhaman & Deputy Director of Agriculture (Soil & Water Management), Burdwan** through respective Assistant Engineer for an extension of the time for each work stating of reason. The application has to reach to the Sub-Divisional Officer before expiry of seven days from the date of completion. The **Project Manager, WCDC, WDC-PMKSY 2.0, Paschim Bardhaman & Deputy Director of Agriculture (Soil & Water Management), Burdwan** may grant it if the grounds for extension of time are fully satisfactory. During execution, no grant of any demand for raising of any agreed schedule of rates due to sudden escalation of market rates of the constructional materials or any other reason will be allowed.
23. The Tender Inviting authority reserves the right to reject any or all the Tender without assigning any reason whatsoever at any stage.
24. The photograph of the Schemes before commencement of the work, during execution of the work and after completion of work shall have to be taken by the Agency at their own cost. Copies of Photographs (both soft & hard) shall have to be submitted by the Agency to the **Project Manager, WCDC, WDC-PMKSY 2.0, Paschim Bardhaman & Deputy Director of Agriculture (Soil & Water Management), Burdwan** for documentation and before making payment. The Photographs shall have to be taken in phases and also as per the direction of Engineer-in-Charge for the purpose.
25. A display board must be installed at site during execution of work as per direction of **Project Manager, WCDC, WDC-PMKSY 2.0, Paschim Bardhaman & Deputy Director of Agriculture (Soil & Water Management), Burdwan**
26. The Specification of materials & works, mode of execution & measurement will be governed by the specification laid down in "General Specifications, Execution, Material, Modes of Measurement & Consumption of Materials", I. & W.D. Schedule of rates, relevant provision of I.S. Code, Working Schedule, technical specification and drawing (s) and as per direction of Engineer-in-Charge or his equivalent or his authorized representative.
27. Rate shall be inclusive of all incidental charges & fees i.e. Royalties, Octroi, Tax on materials, Electricity & other charges of Municipality / Statutory Bodies Sales Tax, Income Tax etc. including of all necessary expenditure covering all incidental factors like location, site condition, approachability of the site etc. and no extra claim on any account will be entertained.
28. Arrangement of places for disposal of excess earth should be arranged by the agency at his own cost and no claim on this account will be entertained.

29. No claim for idle labour will be entertained under any circumstances.
30. Water for construction purpose, drinking water for use by the labourer & others at site shall have to be arranged by the Agency at his own cost and no claim on this account will be entertained.
31. All provisions of Labour Laws including any amendment shall be followed strictly by the Agency. No child labour shall be engaged. Proper working condition for the labourers shall be arranged by the Agency. Local labourers shall be engaged and at least minimum wages shall be paid to them accordingly.
32. All possible precautions so as to ensure safety against probable accidents should be taken. Agency will remain responsible for his labourer in respect of his liabilities under the workman's compensation act etc. He must deal with such cases as promptly as possible. The working agency will have to kept First Aid Box at site for instant treatment of working persons for any misshapen at site at his own cost.
33. All materials, tools and plants besides those to be supplied by Government have to be arranged by the concerned agency for the work. The materials must be conforming to relevant IS Code with latest amendments and also must be as specified in the schedule. The materials have to be approved from the Engineer-in-Charge in well advance before use. The agency has to submit the test certificate along with guaranty certificate of the materials in well advance before use. All labourers (Skilled and Unskilled) including their housing, sanitation, procurement of food stuff, medical aids etc. are to be arranged for by the contractor. Cost of transport of labourer, materials and all items aforesaid shall have to be borne by the contractor.
34. Rates of all items are inclusive of labour, material charges and costs (including Sales Tax, Royalty, Octroi and Toll Tax, Ferry Charges, VAT etc.) as may have to be incurred by the contractor for getting the respective items of works executed to proper and complete finish.
35. Unless specifically mentioned otherwise in the description of the item itself, no extra charges will be paid for scaffolding (including stage scaffolding), centering, shuttering, curing etc. and the rates are deemed to be inclusive of the same and of the cost of sundries necessary for the satisfactory completion of the work.
36. No Departmental materials like Cement / Steel will be supplied. Cement & other materials shall be procured by the Agency and stored in water tight, damp proof store at site at his own cost and should have got approved by the Engineer-in-Charge before use for the work. Cement should be of good quality, fresh and free from clods. Steel bars required for the work should be free from rust and uniform in size. Proof of purchase of the construction materials are to be produced without fail. Rejected materials, if any, shall be cleared from the site within 48 (forty eight) hours of rejection. In case of non-compliance with such orders, the Engineer-in-Charge shall have the authority to cause such removal at the cost and expenses of contractor and the contractor shall not be entitled to any loss or damage on that account.
37. Any loss or damage of manpower / materials either at the time of execution of work at site or during the period of work shall be the responsibility of the Agency.
38. No claim shall be entertained or no benefit shall be arrived at out of any typographical, arithmetical or clerical mistakes in the Schedule of works etc.
39. The Agency shall make their own arrangement for storage of materials at site for their tools & plants etc.
40. The Agency shall remove all the unserviceable materials from the site after completion of the work including temporary sheds, vats & rubbishes etc. and shall dress & level the work site at his own cost as per direction of the Project Manager, WCDC, WDC-PMKSY 2.0, Paschim Bardhaman & Deputy Director of Agriculture (Soil & Water Management), Burdwan or his authorized representatives.
41. Work should be started immediately after issuance of Work Order.
42. The Contractors are required to obtain licenses under contract labour (Regulation & Abolition) Act 1970 and abide by the rules for G.O. No. - 795 - I.R. dt. 01.09.09 of Labour Department, Govt. of West Bengal, if there be any violation of the above during the execution of the job, it will rendered the concerned Agencies ineligible for the works, then & there, or at any subsequent stage as may be found convenient.
43. If, any item not included in the schedule, the payment of the same will follow observing supplementary tender formalities.
44. Except when specifically mention in the description of the item itself, the rate for any item of work will apply equally to all floors, in any position and up to any height. In respect of concrete work etc. where the rate is on the basis of volume, the item shall apply to all cases irrespective of the thickness unless a specific item appear in the Schedule for the particular type of work. The work up to a particular floor level means all work up to the roof of that floor and if the parapet work is just on its roof then the parapet is included in that floor. No enhanced rate for parapet work will be allowed.
45. Renewal works include dismantling and taking out old work, mending good damages after renewal and removal of waste materials. The rate for any item of original nature not provided in this Schedule may be deduced from the rate of similar item of renewal work by multiplying by a factor 100/105 and conversely the rate of any item of renewal nature not provided in this Schedule may be deduced from the rate of similar item of original nature by multiplying by a factor 105/100.
46. White washing, painting etc. include preparation of surface (including plugging old nail holes etc.) prior to the treatment and removal of all marks or stains from walls, floor, glass panes, chowkats etc. For repair works, this also includes shifting and/or covering furniture etc.
47. The site must be cleared by the contractor from time to time as rubbish, debris etc accumulate during the work and on completion the whole site must be left in a clean and tidy condition, to the satisfaction of Engineer-in-charge or his representative.
48. **In terms of the guideline of New Generation Watershed Development Projects under WDC-PMKSY 2.0, Clause 26.1 selected bidder will be liable to collect the contribution (5% or 10 % whichever is applicable) in Cash or in the form of voluntary labour at the time of scheme execution with proper receipt. A sum equivalent to monetary value of voluntary labour will be deducted from the bill and transferred from Watershed project account to WDF account.**
49. **Payment is to be made by the concerned Micro Watershed Committee Association of Project ID No: Paschim Bardhaman WDC/PMKSY 2.0/ 02/ 2021-22 after satisfactory completion of work**
50. The Special Terms & Condition is a part of parcel of the Agreement of this Tender.


 Project Manager, WCDC, Paschim Bardhaman
 &
 Deputy Director of Agriculture
 (Soil & Water Management)
 Burdwan

PRE QUALIFICATION APPLICATION

To
Project Manager, WCDC, WDC-PMKSY 2.0,
Paschim Bardhaman
&
Deputy Director of Agriculture (Soil & Water Management),
Burdwan.

Ref. Tender No SI No

Dear Sir,

Having examined the statutory, Non statutory & all NIT documents and fully acquainted with the specific works and the location of the sites, I/ we hereby submit all the necessary information and relevant documents for evaluation.

We are interested in bidding for the work(s) given in enclosure to this letter. We understand that,

- a) Tender inviting & Accepting Authority / Engineer-in-charge can amend the scope & value of the contract bid under this project.
- b) Tender inviting & Accepting Authority / Engineer-in-charge reserve the right to reject application without assigning any reason whatever. The sites may be changed within the District as per the circumstances and the works may be reduced / increased as per demand.

Name of the Bidder :

Postal Address :

.....
.....
.....

Mobile No. :

E-mail address :

Office Address :

.....

PAN No :

GST No :

Enclosure : e-filling :-
Statutory Documents.
Non Statutory Documents.
Financial Documents.

Date : **Signature of Applicant**

AFFIDAVIT

(To be furnished in Non-Judicial Stamp paper of appropriate value duly notarized)

I, the undersigned do certify that all the statements made in the attached documents are true and correct. In case of any information submitted proved to be false or concealed, the application may be rejected and no objection/ claim will be raised by the undersigned.

The undersigned also hereby certifies that neither our firm M/S-----
----- nor any of constituent partner had been debarred to participate in tender by the Agriculture Department (Soil Conservation Wing) during the last 5 (Five) years prior to the date of this NIT.

The undersigned would authorize and request any Bank, Person, Firm or Corporation to furnish pertinent information as deemed necessary and/or as requested by the Department to verify this statement. The undersigned understands that further qualifying information may be requested and agrees to furnish any such information at the request of the Department.

Certified that I have applied in the tender in the capacity of individual/ as a partner of a firm & have not applied severally for the same job.

Signature of Applicant with seal