

OFFICE OF THE :



Phone : 2538-3683 (Direct)
2538-2664 / 0203
Fax : 2538-6442
E-mail : chmgram@yahoo.com

MADHYAMGRAM MUNICIPALITY

P.O. : Madhyamgram
Dist. : North 24 Parganas, Kolkata - 700129

MADHYAMGRAM MUNICIPALITY TENDER NOTICE

Sealed Tender are invited from the bonafied and resourceful agencies by the Executive Officer, Madhyamgram Municipality through the following N.I.T. bearing no. WBMAD/MM/NIT-25e/2022-23, WBMAD/MM/NIT-26e/2022-23, WBMAD/MM/NIT-27e/2022-23, WBMAD/MM/NIT-28e/2022-23, dt.15.03.2023. Details of Tender will be available from the Municipal website www.madhyamgrammunicipality.org & Office notice board. Municipal Authority has every right to accept or reject any Tender without assigning any reason.

Executive Officer
Madhyamgram Municipality

Executive Officer
Madhyamgram Municipality
North 24 Parganas



MADHYAMGRAM MUNICIPALITY

P.O. : Madhyamgram

Dist. : North 24 Parganas, Kolkata - 700129

Memo No.:- MM/EO/3734/2022-23

Dated: 15/03/2023

NOTICE INVITING e-TENDER

Tender No. - WBMAD/MM/NIT-27e/2022-23

Online Tenders are invited by the Executive Officer on behalf of the Madhyamgram Municipality through electronic tendering (e-tendering) for the following listed works from eligible and resourceful Companies/Firms/Contractors having sufficient credential and financial capability for execution of works as depicted hereunder for participating in the tender.

Table 1 :- List of works					
Sl. No.	Name of the work	Estimated amount put to tender (in Rs.)	Earnest Money (in Rs.)	Cost of Tender Documents (Applicable for the successful Contractor only at the time of formal agreement) (in Rs.)	Time for completion of work (in days)
1.	Construction of Retaining Wall & Boundary Wall at Proposed Community Center (Khalpar) in Ward no. 28 under Madhyamgram Municipality.	809867	16197	900	30 Days
2.	Waterproofing work at Main Municipal Building roof (partly) in Ward no. 11 under Madhyamgram Municipality.	186929	3739	200	30 Days
3.	Repairing of outer Wall at Nazrul Satabarshiki Sadan & fixing of rain water pipe at Main Municipal Building roof in Ward no. 11 under Madhyamgram Municipality.	165037	3301	200	30 Days
4.	Construction of RCC Road Culvert near Rajendra Apartment at border of Ward No. 10 & 23 under Madhyamgram Municipality.	50278	1006	100	30 Days
5.	Improvement of Black Top Road near Madhyamgram Station & Uttarayan in Ward no. 19 under Madhyamgram Municipality.	227072	4541	300	30 Days
6.	Repairing of a W.B.M. Road from H/o Debdas Saha to H/O. Haran Panda at Ghosh para in Ward no. 05 under Madhyamgram Municipality.	216420	4328	300	30 Days
7.	Improvement of Bullah piles near H/O. Farida Bibi at Nadibhag 2 no. sarani in Ward no. 01 under Madhyamgram Municipality.	624820	12496	700	30 Days
8.	Repairing of RCC Cover slab (KMDA Drain) near H/O. Farida Bibi & near Nadibhag 1 no. Sarani Eidgha in ward no. 1, near Sister of Charity, Ward community Office & different areas in Ward No. 5, near Honda Showroom & 5 no. gate at Basunagar in Ward No. 11 Under Madhyamgram Municipality.	226083	4522	300	30 Days

Sl. No.	Name of the work	Estimated amount put to tender (in Rs.)	Earnest Money (in Rs.)	Cost of Tender Documents (Applicable for the successful Contractor only at the time of formal agreement) (in Rs.)	Time for completion of work (in days)
9.	Repairing of RCC Cover slab (KMDA Drain) near Nilachal Uddan at Kora in Ward No. 15 Under Madhyamgram Municipality.	103176	2064	200	30 Days
10.	Construction of Cover slab Drain near H/O. Goutam Saha at Bidhanpally in Ward No. 24 Under Madhyamgram Municipality.	130025	2601	200	30 Days
11.	Repairing of C.C. Road and Drain, near Taruchaya Club (Tinmurti Mandir) and Gitashree Bhandar in Ward No. 23 Under Madhyamgram Municipality.	224403	4488	300	30 Days
12.	Outside Painting & 4mm Glass fixing of Main Municipal Building in Ward no. 11 under Madhyamgram Municipality.	603188	12064	700	30 Days
13.	Repairing works of Khudiram Bose Community Hall in ward no. 12 under Madhyamgram Municipality.	381044	7621	400	30 Days
14.	Construction of Drain, Grade Slab, Transformer Base & Back side Gate at Ground floor of New Main Municipal Annex Building in Ward No. 11 under Madhyamgram Municipality.	351807	7036	400	30 Days

Sl No	Particulars	Date & Time
i)	Date of uploading of NIT and Tender Documents online (Publishing Date)	16/03/2023
ii)	Documents download start date (Online)	16/03/2023 at 11.00 Hrs.
iii)	Date of Pre Tender Meeting with the intending Contractors at Municipality	N/A
iv)	Tender submission start date (On line)	16/03/2023 at 11.00 Hrs.
v)	Tender Submission closing (On line)	24/03/2023 at 16.00 Hrs.
vi)	Tender opening date for Technical Proposals(Online)	27/03/2023 at 12.00 Hrs.
vii)	Date of uploading list for Technically Qualified Contractor (online)	To be notified later
viii)	Date and Place for opening of Financial Proposal (Online)	To be notified later
ix)	Date of uploading of list of qualified Contractor along with the offer rates (on line)	To be notified later.
x)	Also if necessary for further negotiation through offline for final rate.	To be notified later.

Eligibility Criteria & Documents to be produced in support of Credential for tender Part-I(Prequalification Documents):-	
	<ul style="list-style-type: none"> i) Having experience and technical acumen in Executing, Construction & Completion of Civil work with a work value not below 40% of the estimated amount put to tender in a single contract during last 5(five) financial years in any Government Department/Board/Semi-Govt./Corporation/Statutory Authority/Undertaking etc. (copies of Completion certificate, work order, price schedule issued by the competent authority shall have to be furnished) ii) Having valid GST registration certificate with up to date GST return. iii) Having valid PAN Card and last year Income tax return. iv) Having valid P. Tax clearance Certificate. v) Having valid Electrical supervisory license <i>In case of electrical works only.</i> vi) Particulars of ownership/partnership or Board of Directors pertaining to the Organization/Company/Firm vii) Having up to date Trade permission viii) Having last year balance sheet duly Audited by a Chartered Engineer (if applicable). ix) Having annual turnover not less than 80% of the value of amount put to tender in any of last three (3) financial years. x) Other certificate if any.

	<p>(Copies of all above mentioned documents shall have to be furnished) All documents in original to be produced in due course of time as & when asked by the TIA.</p> <p>Note: Bidder intending to participate in more than one work shall have to furnish credential for summation of amount put to tender for those works of cumulative amount.</p> <p>The required Turn over and Bank Solvency should also be cumulative for multiple works.</p>
Tender documents:-	<p>A full set of Tender documents consists of 2 Parts. These are</p> <p>PART I :-Containing all documents in relation to the name of the Companies/Firms/Contractors applied for and credentials possessed along with all documents as specified in above Eligibility Criteria and its all corrigenda's.</p> <p>PART II :-Containing the Tender Price / Price Schedule.(BOQ in MS-excel format)</p>
Earnest Money:-	<p>The Earnest Money (2% of estimated amount put to tender), as specified in Table-I shall be remitted by the Contractor through net-banking or NEFT or RTGS (ICICI payment Gateway) in respect of tender ID. Every such Transfer shall be done on or after the date of publish of NICT. Any Tender without such online payment of EM (Except exemption as per G.O.) shall be treated as informal and shall be automatically cancelled. Online transfer of Earnest Money receipt (Scanned copy) shall be uploaded as statutory document.</p> <p>Additional conditions of contract regarding Earnest Money (Clause 1, (1.1)) vide Memorandum No. 5696-F(Y), dated 01.10.2019 of Finance Department, Audit Branch, Government of West Bengal.</p>
Security Deposit & other taxes:- (G.O.No-5784-PW/L&A/2M-175/2017 date. 12.09.17)	<p>All usual deductions for taxes as applicable i.e. GST, IT, and Labour welfare cess etc. as applicable will be made from the bills time to time. Additional Security Deposit @ 1% (one percent) will be deducted from each and every running bill. The amount of such 3% (three percent) of Security Deposit (Initial 2% EM + additional 1%) will be refunded without any interest only as mentioned below.</p> <p>Defect Liability Period:-</p> <ol style="list-style-type: none"> a) For work with three months Defect Liability Period: <ol style="list-style-type: none"> i) Full security deposit shall be refunded to the contractor on expiry of three months from the actual date of completion of the work. b) For work with one year Defect Liability Period: <ol style="list-style-type: none"> ii) Full security deposit shall be refunded to the contractor on expiry of one year from the actual date of completion of the work. c) For work with three years Defect Liability Period: <ol style="list-style-type: none"> i) 30% of the security deposit shall be refunded to the contractor on expiry of two years from the actual date of completion of the work; ii) The balance 70 % of the security deposit shall be refunded to the contractor on expiry of three years from the actual date of completion of the work; d) For work with five years Defect Liability Period: <ol style="list-style-type: none"> i) No security deposit shall be refunded to the contractor for 1st 3 years from the actual date of completion of the work; ii) 30% of the security deposit shall be refunded to the contractor on expiry of four years from the actual date of completion of the work; iii) The balance 70 % of the security deposit shall be refunded to the contractor on expiry of five years from the actual date of completion of the work. <p>Explanation :-</p> <p>The word 'work' means and includes road work, bridge work, building work, sanitary and plumbing work, electrical work and/or any other work contemplated within the scope and ambit of this contract. For</p> <ol style="list-style-type: none"> i) The work of patch repair or patch maintenance in nature or a combination thereof, the Defect Liability Period of the work shall be three months from the actual date of completion of the work; ii) Thorough Bituminous Surfacing work with bituminous thickness less than 40 mm, Repair & Rehabilitation of any road / bridge / culvert / building / Sanitary & Plumbing work, the Defect Liability Period of the work shall be one year from the actual date of completion of the work; iii) Extension of building / bridge / culvert, Construction of new flexible pavement up to bituminous level which has been designed for a period of 3 years or more, Widening and strengthening of flexible pavement designed for a period of 3 years or more, Improvement of riding quality / Strengthening of flexible pavement designed for a period of 3 years or more; Providing only mastic asphalt layer over existing bituminous surface without providing bituminous profile corrective course / bituminous base course, the Defect Liability Period of the work shall be three years from the actual date of

- iv) completion of the work;
Construction of new building / new bridge / new culvert, Reconstruction of building / bridge / culvert including construction of approach roads for bridge / culvert, Construction of rigid pavement, Reconstruction of rigid pavement, Construction of new flexible pavement covered by mastic work which has been designed for a period of 5 years or more, Widening and strengthening of flexible pavement covered by mastic work which has been designed for a period of 5 years or more, Improvement of riding quality / Strengthening of flexible pavement covered by mastic work which has been designed for a period of 5 years or more, the Defect Liability Period of the work shall be five years from the actual date of completion of the work

Additional Performance Security @ 10% of the tendered amount in the form of Bank Guarantee from a Scheduled Bank, valid up to the date of completion of work, shall be obtained from the successful bidder, if the accepted bid value is 80% or less than the estimated amount put to tender.

If the bidder fails to submit Additional Performance Security within 7 (seven) working days from the date of LoA or the time period as approved by the Tender inviting Authority, his Earnest Money will be forfeited.

If the bidder fails to complete the works successfully, the Additional Performance Security along with Security Deposit lying with the Government shall be forfeited at any time during the pendency of contract period as per relevant Clauses of the Contract.

Necessary provisions regarding deductions of Security Deposit from the progressive bills of the Contractor as per relevant clauses of the contract will in no way be affected/ altered by this Additional Performance Security.

Additional provisions in substituted Clause 17 of the Condition of Contract of the printed tender form as per G.O. no. 52-CRC/2M-06/2014 dated 27/10/2014 and G.O. no. 5951-PW/L&A/2M-175/2017 dated 02/11/2017.

In cases of Refunding and Releasing of 100% (one hundred percent) Security Deposit held with the Government, arising out from works contract, Security Deposit will be released after issuance of Completion Certificate on submission of unconditional BANK GUARANTEE by the Contractor for the Security Deposit subject to the following conditions:

- i) The Bank Guarantee will be issued by a Scheduled Commercial Bank in favour of the Engineer-in-Charge of the concern work, MED, Government of West Bengal on behalf of the contractor.
- ii) The Bank Guarantee shall remain valid for the whole Defect liability period/Security period as per contract of the work (No renewal in between should be required).
- iii) The Bank Guarantee will be submitted as per approved Format. The Engineer-in-Charge should obtain confirmation of the Bank Guarantee directly from the Bank before its acceptance.
- iv) The Bank Guarantee, now pledged in the form of Security Deposit will be released to the contractor in the following manner, if not forfeited under conditions of contract:

In cases of Refunding and Releasing of 100% (one hundred percent) Security Deposit held with the Government, arising out from works contract, Security Deposit will be released after issuance of Completion Certificate on submission of unconditional BANK GUARANTEE by the Contractor for the Security Deposit subject to the following conditions:

1. The Bank Guarantee will be issued by a Scheduled Commercial Bank in favour of the Tender Inviting Authority of the concern work, on behalf of the contractor.
2. The Bank Guarantee shall remain valid for the whole Defect liability period/Security period as per contract of the work (No renewal in between should be required).
3. The Bank Guarantee will be submitted as per approved Format. The Engineer-in-Charge should obtain confirmation of the Bank Guarantee directly from the Bank before its acceptance.
4. The Bank Guarantee, now pledged in the form of Security Deposit will be released to the contractor in the following manner, if not forfeited under conditions of contract:
 - 4.1 For work with 3 (three) months Defect Liability Period:
 - 4.2 For work with 1 (one) year Defect Liability Period:

Full amount shall be refunded to the contractor on expiry of 1 (one) year from the actual

	<p>date of completion of the work.</p> <p>4.3 For work with 3 (three) years Defect Liability Period:</p> <p>4.3.1. 30% (thirty percent) of the same shall be refunded to the contractor on expiry of (two) years from the actual date of completion of the work;</p> <p>4.3.2. The balance 70% (seventy percent) of the same shall be refunded to the contractor on expiry of 3 (three) years from the actual date of completion of the work.</p> <p>4.4 For work with 5 (five) years Defect Liability Period:</p> <p>4.4.1. No amount shall be refunded to the contractor for first 3 (three) years from the actual date of completion of the work;</p> <p>4.4.2. 30% (thirty percent) of the same shall be refunded to the contractor on expiry of 4 (four) years from the actual date of completion of the work;</p> <p>4.4.3. The balance 70% (seventy percent) of the same shall be refunded to the contractor on expiry of 5 (five) years from the actual date of completion of the work.</p>
Cost of Tender Documents:-	The cost of Tender documents as specified in Table-1 shall be paid by the successful Contractor only at the time of formal agreement after acceptance of tender.
Validity/ Withdrawal/ Acceptance of Tender:-	<p>A Tender submitted shall remain valid for a period of 120 calendar days from the date set for opening of tenders. Any extension of this validity period if required will be subject to concurrence of the Tenders.</p> <p>A Tender once submitted shall not be withdrawn within the validity period. If any Contractor withdraws his/their tender(s) within the validity period then Earnest Money as deposited by him/them will be forfeited and even a legal action may be taken by TIA.</p> <p>The TIA will accept the tender. He/She does not bind himself/herself to accept otherwise the lowest tender and reserves to himself/herself the right to reject any or all of the tenders received without assigning any reason thereof.</p>

Scope of the works:- As per BOQ

Other terms & conditions if any:-

- 1) The partnership firm shall furnish the Registered Partnership Deed and the Company shall furnish the Memorandum of Association (MOA) and Article of Association (AOA.) [Non-statutory Documents]
- 2) The prospective tenderers or any of their constituent partner shall neither have abandoned any work nor any of their contract have been rescinded during the last 5 (five) years. Such abandonment or rescission will be considered as disqualification towards eligibility.
- 3) Joint Ventures will not be allowed.
- 4) No conditional / Incomplete Tender will be accepted under any circumstances.
- 5) Tender Paper will be issued by the CHAIRMAN / CHARPERSON / BOA / EO / ADMINISTRATOR, Madhyamgram Municipality only to the applicant after verification of all documents.
- 6) Agencies shall have to arrange for required Plant & Machineries, store of materials, labour shed, laboratory etc. and land for creation of the same at their own cost and responsibility.
- 7) The prospective Tenderer shall establish field testing laboratory equipped with requisite instruments and technical staff according to the requirements of works to be executed.
- 8) Work Order or Payment of work will be depended on availability of fund. Intending tenderers may consider this criteria while submission of Tender and quoting their rates.
- 9) ISI standers material shall be allotted to use in the work supplier by Agency himself.
- 10) The Tenderer, at the Tenderer's own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for the work as mentioned in the Notice Inviting Tender, the cost of visiting the site shall be at the Tenderer's own expense.
- 11) The CHAIRMAN, Madhyamgram Municipality, Madhyamgram, North-24 Parganas reserves the right to cancel this N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.
- 12) Before issuance of the work order, the Tender Accepting Authority may verify the credential and other documents of the lowest tenderer if found necessary. After verification, if it is found that such documents submitted by the lowest tenderer is either manufactured or false in that case, work order will not be issued in favour of the tenderer under any circumstances and legal action will be taken against him. The tenderers who are eligible for exemption of initial Earnest Money shall invariably submit the same amount in this office as Security Deposit money drawn in favour of Madhyamgram Municipality, in the shape of Demand draft / Banker's Cheque before issuance of Letter of Acceptance.
- 13) Contractor or Suppliers whose GST registration under Composite Scheme is not eligible to participate in e-tender process.
- 14) The defect liability period for the work is applicable as per Table No. 03, which is mentioned above, the Agency shall make the same good at his own cost. Failure to do so, penal action against the Agency will be imposed by the Municipality as deem fit.

- 15) In case of ascertaining Authority at any stage of application or execution of work necessary registered power of attorney is to be produced.
- 16) If any discrepancy arises between two similar clauses on different notification, the clause as stated in later notification will supersede former one in following sequence :-
Contact with the office of the Madhyamgram Municipality
- 17) In case of inadvertent typographical mistake found in the specified Price Schedule of Rates, the same will be treated to be so corrected as to conform with the relevant P.W.D. (W.B.) Schedule of Rates of Building, Sanitary and Plumbing and / or technically sanctioned estimate.
- 18) Arbitration will not be allowed. As per Conditions of Contract of Municipal printed form.
- 19) No Mobilization Advance and Secured Advance will be allowed.
- 20) Time / cost overrun and consequent cost of escalation for any materials, labour, P.O.L. etc. will not be allowed.
- 21) Canvassing in connection with the tender is strictly prohibited in the Tender submitted by the Contractor.
- 22) Site of work and necessary drawings may be handed over to the successful Tenderer phase wise. No claim in this regard will be entertained.
- 23) The successful Tenderer will have to submit two sets of all the Tender Documents along with BOQ in connection with this Tender in hard copy within 7 (Seven) days from the date of receipt of Letter of Acceptance of the Tender (through e-Tendering System or otherwise). Failure to do so will be liable to termination/rejection of Tender with forfeiture of Earnest Money without any reference to the Contractor. In case of the successful Tenderer who has been exempted from depositing Earnest Money, the Government will be at liberty to recover the forfeited amount (equal to the amount of Earnest Money) either from the Fixed Security Deposit of the Tenderer or by any means that may be deemed suitable.
- 24) The successful Tenderer will have to start the work as per the work order to commence the work.
- 25) The contractor shall not be entitled for any compensation for any loss suffered by him due to delay arising out for modification of the work, due to non-delivery of the possession of site and / or modification of drawing and design.
- 26) Prevailing safety norms has to be followed by the successful Tenderer during execution of the work so that LTI (Loss of time due to injury) is zero.
- 27) The eligibility of a Tenderer will be ascertained on the basis of the documents submitted by a Tenderer in support of eligibility criteria. If any document submitted by a Tenderer is either incorrect / manufactured / fabricated or false, his Tender will be out rightly rejected at any stage and legal action will be taken against him.
- 28) Any other tax or cess will be borne by the agency (if applicable).
- 29) Hard copy of all documents should be verified by the concern deptt. of this Municipality before submission of tender through online.

Instructions/guidance to the contractors for e-tendering:-

- 1) Intending tenderers desirous of participating in the tender are to log on to the Website <https://wbtenders.gov.in>. The tender can be searched by typing the First Four Letters in the search engine provided in the website.
- 2) Tenders are to be submitted online and intending tenderers are to download the tender documents from the website given above, directly with the help of the e-Token provided. This is the only mode of collection of tender documents.
- 3) Bidder intending to participate in more than one work shall have to furnish credential for summation of amount put to tender for those works of cumulative amount.
- 4) **General process of submission:** Tenders are to be submitted online through the website stated in Clause 1. All the documents uploaded by the Tender Inviting Authority form an integral part of the contract. Tenderers are required to upload all the tender documents along with the other documents, as asked for in the tender, through the above website within the stipulated date and time as given in the Tender. Tenders are to be submitted in two folders at a time for each work, one is Technical Proposal and the other is Financial Proposal. The tenderer shall carefully go through the documents and prepare the required documents and upload the scanned documents of originals in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid. He needs to fill up the rates of items/percentage in the BOQ, downloaded for the work, in the designated Cell and upload the same in designated location of Financial Bid. The documents uploaded are virus scanned and digitally signed using the Digital Signature Certificate (DSC). Tenderers should specially take note of all the addendum/corrigendum related to the tender till the bid submission ends. Tenderers should in general upload the latest documents as part of the tender, however, in case of failure in uploading such documents, it will be deemed that they (tenderers) have taken note of such latest documents including addendum/corrigendum, if published till the bid submission ends.


Executive Officer
Madhyamgram Municipality
Executive Officer
Madhyamgram Municipality
North 24 Parganas



MADHYAMGRAM MUNICIPALITY

P.O. : Madhyamgram

Dist. : North 24 Parganas, Kolkata - 700129

Memo No.:- MM/EO/3735/2022-23

Dated: 15/03/2023

NOTICE INVITING e-TENDER

Tender No: - WBMAD/MM/NIT-28e/2022-23

Online Tenders are invited by the Executive Officer on behalf of the Madhyamgram Municipality through electronic tendering (e-tendering) for the following listed works from eligible and resourceful Companies/Firms/Contractors having sufficient credential and financial capability for execution of works as depicted hereunder for participating in the tender.

Table 1 :- List of works					
Sl. No.	Name of the work	Estimated amount put to tender (in Rs.)	Earnest Money (in Rs.)	Cost of Tender Documents (Applicable for the successful Contractor only at the time of formal agreement) (in Rs.)	Time for completion of work (in days)
1.	Supplying, Manufacturing & fixing of Wooden wall rack, Wooden Computer Table, Wooden Partition Wall & Supplying of Steel almirah at different floors of Main Municipal Building in Ward no. 11 under Madhyamgram Municipality.	810043	16201	900	30 Days
2.	Repairing works of Community Center in Ward no. 01 under Madhyamgram Municipality.	155307	3106	200	30 Days
3.	Repairing of Black Top Road from Tanuja Showroom to L.I.C. More Road in Ward no. 22 under Madhyamgram Municipality.	304993	6100	400	30 Days
4.	Outside Painting Works of Nazrul Satabarsiki sadan in Ward no. 11 under Madhyamgram Municipality.	358391	7168	400	30 Days
5.	Repairing of RCC Cover slab (KMDA Drain) near Bijoy's Cycle Shop & Bashtala Bazar & Construction of Culvert near H/O. Laltu at Milanpally in ward no. 8 & Changing of manhole cover at different areas in Ward No. 19 Under Madhyamgram Municipality.	294479	5890	300	30 Days
6.	Preparation of Conference Table at Tagore Culture Centre in ward no. 10 under Madhyamgram Municipality.	125366	2507	200	30 Days
7.	Supplying, fitting & fixing of Sound item & Revolving Chair for Conference Room at Tagore Culture Centre in ward no. 10 & Bireshpally HAU I in ward no. 21 under Madhyamgram Municipality.	188720	3776	200	30 Days

Sl No	Particulars	Date & Time
i)	Date of uploading of NIT and Tender Documents online (Publishing Date)	16/03/2023
ii)	Documents download start date (Online)	16/03/2023 at 11.00 Hrs.
iii)	Date of Pre Tender Meeting with the intending Contractors at Municipality	N/A
iv)	Tender submission start date (On line)	16/03/2023 at 11.00 Hrs.
v)	Tender Submission closing (On line)	24/03/2023 at 16.00 Hrs.
vi)	Tender opening date for Technical Proposals(Online)	27/03/2023 at 12.00 Hrs.
vii)	Date of uploading list for Technically Qualified Contractor (online)	To be notified later
viii)	Date and Place for opening of Financial Proposal (Online)	To be notified later
ix)	Date of uploading of list of qualified Contractor along with the offer rates (on line)	To be notified later.
x)	Also if necessary for further negotiation through offline for final rate.	To be notified later.

Eligibility Criteria & Documents to be produced in support of Credential for tender Part-I(Prequalification Documents):-	<p>i) Having experience and technical acumen in Executing, Construction & Completion of Civil work with a work value not below 40% of the estimated amount put to tender in a single contract during last 5(five) financial years in any Government Department/Board/Semi-Govt./Corporation/Statutory Authority/Undertaking etc. (copies of Completion certificate, work order, price schedule issued by the competent authority shall have to be furnished)</p> <p>ii) Having valid GST registration certificate with up to date GST return.</p> <p>iii) Having valid PAN Card and last year Income tax return.</p> <p>iv) Having valid P. Tax clearance Certificate.</p> <p>v) Having valid Electrical supervisory license <i>in case of electrical works only.</i></p> <p>vi) Particulars of ownership/partnership or Board of Directors pertaining to the Organization/Company/Firm</p> <p>vii) Having up to date Trade permission</p> <p>viii) Having last year balance sheet duly Audited by a Chartered Engineer (if applicable).</p> <p>ix) Having annual turnover not less than 80% of the value of amount put to tender in any of last three (3) financial years.</p> <p>x) Other certificate if any. (Copies of all above mentioned documents shall have to be furnished) All documents in original to be produced in due course of time as & when asked by the TIA.</p> <p>Note: Bidder intending to participate in more than one work shall have to furnish credential for summation of amount put to tender for those works of cumulative amount. The required Turn over and Bank Solvency should also be cumulative for multiple works.</p>
Tender documents:-	<p>A full set of Tender documents consists of 2 Parts. These are</p> <p>PART I :-Containing all documents in relation to the name of the Companies/Firms/Contractors applied for and credentials possessed along with all documents as specified in above Eligibility Criteria and its all corrigenda's.</p> <p>PART II :-Containing the Tender Price / Price Schedule.(BOQ in MS-excel format)</p>
Earnest Money:-	<p>The Earnest Money (2% of estimated amount put to tender), as specified in Table-1 shall be remitted by the Contractor through net-banking or NEFT or RTGS (ICICI payment Gateway) in respect of tender ID. Every such Transfer shall be done on or after the date of publish of NIT. Any Tender without such online payment of EM (Except exemption as per G.O.) shall be treated as informal and shall be automatically cancelled. Online transfer of Earnest Money receipt (Scanned copy) shall be uploaded as statutory document.</p> <p>Additional conditions of contract regarding Earnest Money (Clause 1, (1.1)) vide Memorandum No. 5696-F(Y), dated 01.10.2019 of Finance Department, Audit Branch, Government of West Bengal.</p>
Security Deposit & other taxes:- (G.O.No-5784-PW/L&A/2M-175/2017 date. 12.09.17)	<p>All usual deductions for taxes as applicable i.e. GST, IT, and Labour welfare cess etc. as applicable will be made from the bills time to time. Additional Security Deposit @ 1% (one percent) will be deducted from each and every running bill. The amount of such 3% (three percent) of Security Deposit (Initial 2% EM + additional 1%) will be refunded without any interest only as mentioned below.</p> <p>Defect Liability Period:-</p> <p>a) For work with three months Defect Liability Period:</p> <p>i) Full security deposit shall be refunded to the contractor on expiry of three months from the actual date of completion of the work.</p>

- b) For work with **one year** Defect Liability Period:
 - ii) Full security deposit shall be refunded to the contractor on expiry of one year from the actual date of completion of the work.
- c) For work with **three years** Defect Liability Period:
 - i) 30% of the security deposit shall be refunded to the contractor on expiry of two years from the actual date of completion of the work;
 - ii) The balance 70 % of the security deposit shall be refunded to the contractor on expiry of three years from the actual date of completion of the work;
- d) For work with five years Defect Liability Period:
 - i) No security deposit shall be refunded to the contractor for 1st 3 years from the actual date of completion of the work;
 - ii) 30% of the security deposit shall be refunded to the contractor on expiry of four years from the actual date of completion of the work;
 - iii) The balance 70 % of the security deposit shall be refunded to the contractor on expiry of five years from the actual date of completion of the work,

Explanation :-

The word 'work' means and includes road work, bridge work, building work, sanitary and plumbing work, electrical work and/or any other work contemplated within the scope and ambit of this contract. For

- i) The work of patch repair or patch maintenance in nature or a combination thereof, the Defect Liability Period of the work shall be three months from the actual date of completion of the work
- ii) Thorough Bituminous Surfacing work with bituminous thickness less than 40 mm, Repair & Rehabilitation of any road / bridge / culvert / building / Sanitary & Plumbing work, the Defect Liability Period of the work shall be one year from the actual date of completion of the work;
- iii) Extension of building / bridge / culvert, Construction of new flexible pavement up to bituminous level which has been designed for a period of 3 years or more, Widening and strengthening of flexible pavement designed for a period of 3 years or more, Improvement of riding quality / Strengthening of flexible pavement designed for a period of 3 years or more; Providing only mastic asphalt layer over existing bituminous surface without providing bituminous profile corrective course / bituminous base course, the Defect Liability Period of the work shall be three years from the actual date of completion of the work;
- iv) Construction of new building / new bridge / new culvert, Reconstruction of building / bridge / culvert including construction of approach roads for bridge / culvert, Construction of rigid pavement, Reconstruction of rigid pavement, Construction of new flexible pavement covered by mastic work which has been designed for a period of 5 years or more, Widening and strengthening of flexible pavement covered by mastic work which has been designed for a period of 5 years or more, Improvement of riding quality / Strengthening of flexible pavement covered by mastic work which has been designed for a period of 5 years or more, the Defect Liability Period of the work shall be five years from the actual date of completion of the work

Additional Performance Security @ 10% of the tendered amount in the form of Bank Guarantee from a Scheduled Bank, valid up to the date of completion of work, shall be obtained from the successful bidder, if the accepted bid value is 80% or less than the estimated amount put to tender.

If the bidder fails to submit Additional Performance Security within 7 (seven) working days from the date of LoA or the time period as approved by the Tender inviting Authority, his Earnest Money will be forfeited.

If the bidder fails to complete the works successfully, the Additional Performance Security along with Security Deposit lying with the Government shall be forfeited at any time during the pendency of contract period as per relevant Clauses of the Contract.

Necessary provisions regarding deductions of Security Deposit from the progressive bills of the Contractor as per relevant clauses of the contract will in no way be affected/ altered by this Additional Performance Security.

Additional provisions in substituted Clause 17 of the Condition of Contract of the printed tender form as per G.O. no. 52-CRC/2M-06/2014 dated 27/10/2014

	<p><u>and G.O. no. 5951-PW/L&A/2M-175/2017 dated 02/11/2017.</u></p> <p>In cases of Refunding and Releasing of 100% (one hundred percent) Security Deposit held with the Government, arising out from works contract, Security Deposit will be released after issuance of Completion Certificate on submission of unconditional BANK GUARANTEE by the Contractor for the Security Deposit subject to the following conditions:</p> <ol style="list-style-type: none"> i) The Bank Guarantee will be issued by a Scheduled Commercial Bank in favour of the Engineer-in-Charge of the concern work, MED, Government of West Bengal on behalf of the contractor. ii) The Bank Guarantee shall remain valid for the whole Defect liability period/Security period as per contract of the work (No renewal in between should be required). iii) The Bank Guarantee will be submitted as per approved Format. The Engineer-in-Charge should obtain confirmation of the Bank Guarantee directly from the Bank before its acceptance. iv) The Bank Guarantee, now pledged in the form of Security Deposit will be released to the contractor in the following manner, if not forfeited under conditions of contract: <p>In cases of Refunding and Releasing of 100% (one hundred percent) Security Deposit held with the Government, arising out from works contract, Security Deposit will be released after issuance of Completion Certificate on submission of unconditional BANK GUARANTEE by the Contractor for the Security Deposit subject to the following conditions:</p> <ol style="list-style-type: none"> 1. The Bank Guarantee will be issued by a Scheduled Commercial Bank in favour of the Tender Inviting Authority of the concern work, on behalf of the contractor. 2. The Bank Guarantee shall remain valid for the whole Defect liability period/Security period as per contract of the work (No renewal in between should be required). 3. The Bank Guarantee will be submitted as per approved Format. The Engineer-in-Charge should obtain confirmation of the Bank Guarantee directly from the Bank before its acceptance. 4. The Bank Guarantee, now pledged in the form of Security Deposit will be released to the contractor in the following manner, if not forfeited under conditions of contract: <ol style="list-style-type: none"> 4.1 For work with 3 (three) months Defect Liability Period: 4.2 For work with 1 (one) year Defect Liability Period: <p>Full amount shall be refunded to the contractor on expiry of 1 (one) year from the actual date of completion of the work.</p> <ol style="list-style-type: none"> 4.3 For work with 3 (three) years Defect Liability Period: <ol style="list-style-type: none"> 4.3.1. 30% (thirty percent) of the same shall be refunded to the contractor on expiry of (two) years from the actual date of completion of the work; 4.3.2. The balance 70% (seventy percent) of the same shall be refunded to the contractor on expiry of 3 (three) years from the actual date of completion of the work. 4.4 For work with 5 (five) years Defect Liability Period: <ol style="list-style-type: none"> 4.4.1. No amount shall be refunded to the contractor for first 3 (three) years from the actual date of completion of the work; 4.4.2. 30% (thirty percent) of the same shall be refunded to the contractor on expiry of 4 (four) years from the actual date of completion of the work; 4.4.3. The balance 70% (seventy percent) of the same shall be refunded to the contractor on expiry of 5 (five) years from the actual date of completion of the work.
Cost of Tender Documents:-	The cost of Tender documents as specified in Table-1 shall be paid by the successful Contractor only at the time of formal agreement after acceptance of tender.
Validity/ Withdrawal/ Acceptance of Tender:-	<p>A Tender submitted shall remain valid for a period of 120 calendar days from the date set for opening of tenders. Any extension of this validity period if required will be subject to concurrence of the Tenders.</p> <p>A Tender once submitted shall not be withdrawn within the validity period. If any Contractor withdraws his/their tender(s) within the validity period then Earnest Money as deposited by him/them will be forfeited and even a legal action may be taken by TIA.</p> <p>The TIA will accept the tender. He/She does not bind himself/herself to accept otherwise the lowest tender and reserves to himself/herself the right to reject any or all of the tenders received without assigning any reason thereof.</p>

Scope of the works:- As per BOQ

Other terms & conditions if any:-

- 1) The partnership firm shall furnish the Registered Partnership Deed and the Company shall furnish the Memorandum of Association (MOA) and Article of Association (AOA.) [Non-statutory Documents]
- 2) The prospective tenderers or any of their constituent partner shall neither have abandoned any work nor any of their contract have been rescinded during the last 5 (five) years. Such abandonment or rescission will be considered as disqualification towards eligibility.
- 3) Joint Ventures will not be allowed.
- 4) No conditional / Incomplete Tender will be accepted under any circumstances.
- 5) Tender Paper will be issued by the CHAIRMAN / CHARPERSON / BOA / EO / ADMINISTRATOR, Madhyamgram Municipality only to the applicant after verification of all documents.
- 6) Agencies shall have to arrange for required Plant & Machineries, store of materials, labour shed, laboratory etc. and land for creation of the same at their own cost and responsibility.
- 7) The prospective Tenderer shall establish field testing laboratory equipped with requisite instruments and technical staff according to the requirements of works to be executed.
- 8) Work Order or Payment of work will be depended on availability of fund. Intending tenderers may consider this criteria while submission of Tender and quoting their rates.
- 9) ISI standers material shall be allotted to use in the work supplier by Agency himself.
- 10) The Tenderer, at the Tenderer's own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for the work as mentioned in the Notice Inviting Tender, the cost of visiting the site shall be at the Tenderer's own expense.
- 11) The CHAIRMAN, Madhyamgram Municipality, Madhyamgram, North-24 Parganas reserves the right to cancel this N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.
- 12) Before issuance of the work order, the Tender Accepting Authority may verify the credential and other documents of the lowest tenderer if found necessary. After verification, if it is found that such documents submitted by the lowest tenderer is either manufactured or false in that case, work order will not be issued in favour of the tenderer under any circumstances and legal action will be taken against him. The tenderers who are eligible for exemption of initial Earnest Money shall invariably submit the same amount in this office as Security Deposit money drawn in favour of Madhyamgram Municipality, in the shape of Demand draft / Banker's Cheque before issuance of Letter of Acceptance.
- 13) Contractor or Suppliers whose GST registration under Composite Scheme is not eligible to participate in e-tender process.
- 14) The defect liability period for the work is applicable as per Table No. 03, which is mentioned above, the Agency shall make the same good at his own cost. Failure to do so, penal action against the Agency will be imposed by the Municipality as deem fit.
- 15) In case of ascertaining Authority at any stage of application or execution of work necessary registered power of attorney is to be produced.
- 16) If any discrepancy arises between two similar clauses on different notification, the clause as stated in later notification will supersede former one in following sequence :-
Contact with the office of the Madhyamgram Municipality
- 17) In case of inadvertent typographical mistake found in the specified Price Schedule of Rates, the same will be treated to be so corrected as to conform with the relevant P.W.D. (W.B.) Schedule of Rates of Building, Sanitary and Plumbing and / or technically sanctioned estimate.
- 18) Arbitration will not be allowed. As per Conditions of Contract of Municipal printed form.
- 19) No Mobilization Advance and Secured Advance will be allowed.
- 20) Time / cost overrun and consequent cost of escalation for any materials, labour, P.O.L. etc. will not be allowed.
- 21) Canvassing in connection with the tender is strictly prohibited in the Tender submitted by the Contractor.
- 22) Site of work and necessary drawings may be handed over to the successful Tenderer phase wise. No claim in this regard will be entertained.
- 23) The successful Tenderer will have to submit two sets of all the Tender Documents along with BOQ in connection with this Tender in hard copy within 7 (Seven) days from the date of receipt of Letter of Acceptance of the Tender (through e-Tendering System or otherwise). Failure to do so will be liable to termination/rejection of Tender with forfeiture of Earnest Money without any reference to the Contractor. In case of the successful Tenderer who has been exempted from depositing Earnest Money, the Government will be at liberty to recover the forfeited amount (equal to the amount of Earnest Money) either from the Fixed Security Deposit of the Tenderer or by any means that may be deemed suitable.
- 24) The successful Tenderer will have to start the work as per the work order to commence the work.
- 25) The contractor shall not be entitled for any compensation for any loss suffered by him due to delay arising out for modification of the work, due to non-delivery of the possession of site and / or modification of drawing and design.
- 26) Prevailing safety norms has to be followed by the successful Tenderer during execution of the work so that LTI (Loss of time due to injury) is zero.
- 27) The eligibility of a Tenderer will be ascertained on the basis of the documents submitted by a Tenderer in support of eligibility criteria. If any document submitted by a Tenderer is either incorrect / manufactured / fabricated or false, his Tender will be out rightly rejected at any stage and legal action will be taken against him.
- 28) Any other tax or cess will be borne by the agency (if applicable).
- 29) Hard copy of all documents should be verified by the concern depty. of this Municipality before submission of tender through online.

Instructions/guidance to the contractors for e-tendering:-

- 1) Intending tenderers desirous of participating in the tender are to log on to the Website <https://wbtenders.gov.in>. The tender can be searched by typing the First Four Letters in the search engine provided in the website.
- 2) Tenders are to be submitted online and intending tenderers are to download the tender documents from the website given above, directly with the help of the e-Token provided. This is the only mode of collection of tender documents.
- 3) Bidder intending to participate in more than one work shall have to furnish credential for summation of amount put to tender for those works of cumulative amount.
- 4) **General process of submission:** Tenders are to be submitted online through the website stated in Clause 1. All the documents uploaded by the Tender Inviting Authority form an integral part of the contract. Tenderers are required to upload all the tender documents along with the other documents, as asked for in the tender, through the above website within the stipulated date and time as given in the Tender. Tenders are to be submitted in two folders at a time for each work, one is Technical Proposal and the other is Financial Proposal. The tenderer shall carefully go through the documents and prepare the required documents and upload the scanned documents of originals in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid. He needs to fill up the rates of items/percentage in the BOQ, downloaded for the work, in the designated Cell and upload the same in designated location of Financial Bid. The documents uploaded are virus scanned and digitally signed using the Digital Signature Certificate (DSC). Tenderers should specially take note of all the addendum/corrigendum related to the tender till the bid submission ends. Tenderers should in general upload the latest documents as part of the tender, however, in case of failure in uploading such documents, it will be deemed that they (tenderers) have taken note of such latest documents including addendum/corrigendum, if published till the bid submission ends.



Executive Officer
Madhyamgram Municipality
Executive Officer
Madhyamgram Municipality
North 24 Parganas



MADHYAMGRAM MUNICIPALITY

P.O. : Madhyamgram

Dist. : North 24 Parganas, Kolkata - 700129

Memo No.:- MM/EO/3733/2022-23

Dated: 15/03/2023

NOTICE INVITING e-TENDER

Tender No: - WBMAD/MM/NTT-26e/2022-23

Online Tenders are invited by the Executive Officer on behalf of the Madhyamgram Municipality through electronic tendering (e-tendering) for the following listed works from eligible and resourceful Companies/Firms/Contractors having sufficient credential and financial capability for execution of works as depicted hereunder for participating in the tender.

Table 1 :- List of works					
Sl. No.	Name of the work	Estimated amount put to tender (in Rs.)	Earnest Money (in Rs.)	Cost of Tender Documents (Applicable for the successful Contractor only at the time of formal agreement) (in Rs.)	Time for completion of work (in days)
1.	Repairing of RCC vocer slab drain from Game centre shop (Tower More) to H/o, Arpi Das at Srinagar 03 No. & near Humajpur More in Ward No. 8 under Madhyamgram Municipality.	1902084	38042	2000	30 Days
2.	Painting work for Models of Green City Mission Beautification at Jessore Road, Old Jessore Road, Badu Road, Sodepur Road & different area under Madhyamgram Municipality.	1172207	23444	1200	30 Days
3.	Interior Decoration at Different Floors of New Annex Building & Old Building, Renovation of Toilets at Old Building at Main Municipal Building in Ward No. 11 under Madhyamgram Municipality.	2259918	45198	2300	30 Days
4.	Cleaning & M.S.Grill Painting work of Green City Mission Beautification at Jessore Road, Old Jessore Road, Badu Road, Sodepur Road & Different area under Madhyamgram Municipality.	651793	13036	700	30 Days
5.	Construction of C.C. Road at KMDA drain location from H/O. Santosh Das to H/O. Arpi Das via Cake Factory & Tower More at Srinagar 3 no. in ward no. 08 under Madhyamgram Municipality.	1482112	29642	1500	30 Days
6.	Beautification work in front of Eternis at Doltala More in Ward No. 25 Under Madhyamgram Municipality.	1141934	22839	1200	30 Days
7.	Improvement of Black Top Road near Kali Mandir, opposite to Milanayatan, near H/O. Prolay Ghosh at Michaelnagar, near H/O. Khoka Ghosh, Dental Hospital to Kali Mandir at Swamiji Park & near Netaji United Club at Green Park Khalpar in ward no. 28 under Madhyamgram Municipality.	1343136	26863	1400	30 Days

Sl No	Particulars	Date & Time
i)	Date of uploading of NleT and Tender Documents online (Publishing Date)	16/03/2023
ii)	Documents download start date (Online)	16/03/2023 at 11.00 Hrs.
iii)	Date of Pre Tender Meeting with the intending Contractors at Municipality	N/A
iv)	Tender submission start date (On line)	16/03/2023 at 11.00 Hrs.
v)	Tender Submission closing (On line)	31/03/2023 at 16.00 Hrs.
vi)	Tender opening date for Technical Proposals(Online)	03/04/2023 at 12.00 Hrs.
vii)	Date of uploading list for Technically Qualified Contractor (online)	To be notified later
viii)	Date and Place for opening of Financial Proposal (Online)	To be notified later
ix)	Date of uploading of list of qualified Contractor along with the offer rates (on line)	To be notified later.
x)	Also if necessary for further negotiation through offline for final rate.	To be notified later.

Eligibility Criteria & Documents to be produced in support of Credential for tender Part-I(Prequalification Documents):-	<p>i) Having experience and technical acumen in Executing, Construction & Completion of Civil work with a work value not below 40% of the estimated amount put to tender in a single contract during last 5(five) financial years in any Government Department/Board/Semi-Govt./Corporation/Statutory Authority/Undertaking etc. (<i>copies of Completion certificate, work order, price schedule issued by the competent authority shall have to be furnished</i>)</p> <p>ii) Having valid GST registration certificate with up to date GST return.</p> <p>iii) Having valid PAN Card and last year Income tax return.</p> <p>iv) Having valid P. Tax clearance Certificate.</p> <p>v) Having valid Electrical supervisory license <i>in case of electrical works only.</i></p> <p>vi) Particulars of ownership/partnership or Board of Directors pertaining to the Organization/Company/Firm</p> <p>vii) Having up to date Trade permission</p> <p>viii) Having last year balance sheet duly Audited by a Chartered Engineer (if applicable).</p> <p>ix) Having annual turnover not less than 80% of the value of amount put to tender in any of last three (3) financial years.</p> <p>x) Bank solvency Certificate not less than 50% of the value of amount put to tender.</p> <p>xi) Other certificate if any.</p> <p>(Copies of all above mentioned documents shall have to be furnished) All documents in original to be produced in due course of time as & when asked by the TIA.</p> <p>Note: Bidder intending to participate in more than one work shall have to furnish credential for summation of amount put to tender for those works of cumulative amount. The required Turn over and Bank Solvency should also be cumulative for multiple works.</p>
Tender documents:-	<p>A full set of Tender documents consists of 2 Parts. These are</p> <p>PART I :-Containing all documents in relation to the name of the Companies/Firms/Contractors applied for and credentials possessed along with all documents as specified in above Eligibility Criteria and its all corrigenda's.</p> <p>PART II :-Containing the Tender Price / Price Schedule.(BOQ in MS-excel format)</p>
Earnest Money:-	<p>The Earnest Money (2% of estimated amount put to tender), as specified in Table-1 shall be remitted by the Contractor through net-banking or NEFT or RTGS (ICICI payment Gateway) in respect of tender ID. Every such Transfer shall be done on or after the date of publish of NleT. Any Tender without such online payment of EM (Except exemption as per G.O.) shall be treated as informal and shall be automatically cancelled. Online transfer of Earnest Money receipt (Scanned copy) shall be uploaded as statutory document.</p> <p>Additional conditions of contract regarding Earnest Money (Clause I, (1.1)) vide Memorandum No. 5696-F(Y), dated 01.10.2019 of Finance Department, Audit Branch, Government of West Bengal.</p>
Security Deposit & other taxes:- (G.O.No-5784-PW/L&A/2M-175/2017 date. 12.09.17)	<p>All usual deductions for taxes as applicable i.e. GST, IT, and Labour welfare cess etc. as applicable will be made from the bills time to time. Additional Security Deposit @ 1% (one percent) will be deducted from each and every running bill. The amount of such 3% (three percent) of Security Deposit (Initial 2% EM + additional 1%) will be refunded without any interest only as mentioned below.</p> <p>Defect Liability Period:-</p> <p>a) For work with three months Defect Liability Period:</p> <p>i) Full security deposit shall be refunded to the contractor on expiry of three months</p>

- from the actual date of completion of the work.
- b) For work with **one year** Defect Liability Period:
 - ii) Full security deposit shall be refunded to the contractor on expiry of one year from the actual date of completion of the work.
 - c) For work with **three years** Defect Liability Period:
 - i) 30% of the security deposit shall be refunded to the contractor on expiry of two years from the actual date of completion of the work;
 - ii) The balance 70 % of the security deposit shall be refunded to the contractor on expiry of three years from the actual date of completion of the work;
 - d) For work with five years Defect Liability Period:
 - i) No security deposit shall be refunded to the contractor for 1st 3 years from the actual date of completion of the work;
 - ii) 30% of the security deposit shall be refunded to the contractor on expiry of four years from the actual date of completion of the work;
 - iii) The balance 70 % of the security deposit shall be refunded to the contractor on expiry of five years from the actual date of completion of the work,

Explanation :-

The word 'work' means and includes road work, bridge work, building work, sanitary and plumbing work, electrical work and/or any other work contemplated within the scope and ambit of this contract. For

- i) The work of patch repair or patch maintenance in nature or a combination thereof, the Defect Liability Period of the work shall be three months from the actual date of completion of the work
- ii) Thorough Bituminous Surfacing work with bituminous thickness less than 40 mm, Repair & Rehabilitation of any road / bridge / culvert / building / Sanitary & Plumbing work, the Defect Liability Period of the work shall be one year from the actual date of completion of the work;
- iii) Extension of building / bridge / culvert, Construction of new flexible pavement up to bituminous level which has been designed for a period of 3 years or more, Widening and strengthening of flexible pavement designed for a period of 3 years or more, Improvement of riding quality / Strengthening of flexible pavement designed for a period of 3 years or more; Providing only mastic asphalt layer over existing bituminous surface without providing bituminous profile corrective course / bituminous base course, the Defect Liability Period of the work shall be three years from the actual date of completion of the work;
- iv) Construction of new building / new bridge / new culvert, Reconstruction of building / bridge / culvert including construction of approach roads for bridge / culvert, Construction of rigid pavement, Reconstruction of rigid pavement, Construction of new flexible pavement covered by mastic work which has been designed for a period of 5 years or more, Widening and strengthening of flexible pavement covered by mastic work which has been designed for a period of 5 years or more, Improvement of riding quality / Strengthening of flexible pavement covered by mastic work which has been designed for a period of 5 years or more, the Defect Liability Period of the work shall be five years from the actual date of completion of the work

Additional Performance Security @ 10% of the tendered amount in the form of Bank Guarantee from a Scheduled Bank, valid up to the date of completion of work, shall be obtained from the successful bidder, if the accepted bid value is 80% or less than the estimated amount put to tender.

If the bidder fails to submit Additional Performance Security within 7 (seven) working days from the date of LoA or the time period as approved by the Tender inviting Authority, his Earnest Money will be forfeited.

If the bidder fails to complete the works successfully, the Additional Performance Security along with Security Deposit lying with the Government shall be forfeited at any time during the pendency of contract period as per relevant Clauses of the Contract.

Necessary provisions regarding deductions of Security Deposit from the progressive bills of the Contractor as per relevant clauses of the contract will in no way be affected/ altered by this Additional Performance Security.

Additional provisions in substituted Clause 17 of the Condition of Contract of the printed tender form as per G.O. no. 52-CRC/2M-06/2014 dated 27/10/2014

and G.O. no. 5951-PW/L&A/2M-175/2017 dated 02/11/2017.

In cases of Refunding and Releasing of 100% (one hundred percent) Security Deposit held with the Government, arising out from works contract, Security Deposit will be released after issuance of Completion Certificate on submission of unconditional BANK GUARANTEE by the Contractor for the Security Deposit subject to the following conditions:

- i) The Bank Guarantee will be issued by a Scheduled Commercial Bank in favour of the Engineer-in-Charge of the concern work, MED, Government of West Bengal on behalf of the contractor.
- ii) The Bank Guarantee shall remain valid for the whole Defect liability period/Security period as per contract of the work (No renewal in between should be required).
- iii) The Bank Guarantee will be submitted as per approved Format. The Engineer-in-Charge should obtain confirmation of the Bank Guarantee directly from the Bank before its acceptance.
- iv) The Bank Guarantee, now pledged in the form of Security Deposit will be released to the contractor in the following manner, if not forfeited under conditions of contract:

In cases of Refunding and Releasing of 100% (one hundred percent) Security Deposit held with the Government, arising out from works contract, Security Deposit will be released after issuance of Completion Certificate on submission of unconditional BANK GUARANTEE by the Contractor for the Security Deposit subject to the following conditions:

1. The Bank Guarantee will be issued by a Scheduled Commercial Bank in favour of the Tender Inviting Authority of the concern work, on behalf of the contractor.
2. The Bank Guarantee shall remain valid for the whole Defect liability period/Security period as per contract of the work (No renewal in between should be required).
3. The Bank Guarantee will be submitted as per approved Format. The Engineer-in-Charge should obtain confirmation of the Bank Guarantee directly from the Bank before its acceptance.
4. The Bank Guarantee, now pledged in the form of Security Deposit will be released to the contractor in the following manner, if not forfeited under conditions of contract:

4.1 For work with 3 (three) months Defect Liability Period:

4.2 For work with 1 (one) year Defect Liability Period:

Full amount shall be refunded to the contractor on expiry of 1 (one) year from the actual date of completion of the work.

4.3 For work with 3 (three) years Defect Liability Period:

4.3.1. 30% (thirty percent) of the same shall be refunded to the contractor on expiry of (two) years from the actual date of completion of the work;

4.3.2. The balance 70% (seventy percent) of the same shall be refunded to the contractor on expiry of 3 (three) years from the actual date of completion of the work.

4.4 For work with 5 (five) years Defect Liability Period:

4.4.1. No amount shall be refunded to the contractor for first 3 (three) years from the actual date of completion of the work;

4.4.2. 30% (thirty percent) of the same shall be refunded to the contractor on expiry of 4 (four) years from the actual date of completion of the work;

4.4.3. The balance 70% (seventy percent) of the same shall be refunded to the contractor on expiry of 5 (five) years from the actual date of completion of the work.

Cost of Tender Documents:-	The cost of Tender documents as specified in Table-1 shall be paid by the successful Contractor only at the time of formal agreement after acceptance of tender.
Validity/ Withdrawal/ Acceptance of Tender:-	A Tender submitted shall remain valid for a period of 120 calendar days from the date set for opening of tenders. Any extension of this validity period if required will be subject to concurrence of the Tenders. A Tender once submitted shall not be withdrawn within the validity period. If any Contractor withdraws his/their tender(s) within the validity period then Earnest Money as deposited by him/them will be forfeited and even a legal action may be taken by TIA. The TIA will accept the tender. He/She does not bind himself/herself to accept otherwise the lowest tender and reserves to himself/herself the right to reject any or all of the tenders received without assigning any reason thereof.

Scope of the works:- As per BOQ

Other terms & conditions if any:-

- 1) The partnership firm shall furnish the Registered Partnership Deed and the Company shall furnish the Memorandum of Association (MOA) and Article of Association (AOA.) [Non-statutory Documents]
- 2) The prospective tenderers or any of their constituent partner shall neither have abandoned any work nor any of their contract have been rescinded during the last 5 (five) years. Such abandonment or rescission will be considered as disqualification towards eligibility.
- 3) Joint Ventures will not be allowed.
- 4) No conditional / Incomplete Tender will be accepted under any circumstances.
- 5) Tender Paper will be issued by the CHAIRMAN / CHAIRPERSON / BOA / EO / ADMINISTRATOR, Madhyamgram Municipality only to the applicant after verification of all documents.
- 6) Agencies shall have to arrange for required Plant & Machineries, store of materials, labour shed, laboratory etc. and land for creation of the same at their own cost and responsibility.
- 7) The prospective Tenderer shall establish field testing laboratory equipped with requisite instruments and technical staff according to the requirements of works to be executed.
- 8) Work Order or Payment of work will be depended on availability of fund. Intending tenderers may consider this criteria while submission of Tender and quoting their rates.
- 9) ISI standers material shall be allotted to use in the work supplier by Agency himself.
- 10) The Tenderer, at the Tenderer's own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for the work as mentioned in the Notice Inviting Tender, the cost of visiting the site shall be at the Tenderer's own expense.
- 11) The CHAIRMAN, Madhyamgram Municipality, Madhyamgram, North-24 Parganas reserves the right to cancel this N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.
- 12) Before issuance of the work order, the Tender Accepting Authority may verify the credential and other documents of the lowest tenderer if found necessary. After verification, if it is found that such documents submitted by the lowest tenderer is either manufactured or false in that case, work order will not be issued in favour of the tenderer under any circumstances and legal action will be taken against him. The tenderers who are eligible for exemption of initial Earnest Money shall invariably submit the same amount in this office as Security Deposit money drawn in favour of Madhyamgram Municipality, in the shape of Demand draft / Banker's Cheque before issuance of Letter of Acceptance.
- 13) Contractor or Suppliers whose GST registration under Composite Scheme is not eligible to participate in e-tender process.
- 14) The defect liability period for the work is applicable as per Table No. 03, which is mentioned above, the Agency shall make the same good at his own cost. Failure to do so, penal action against the Agency will be imposed by the Municipality as deem fit.
- 15) In case of ascertaining Authority at any stage of application or execution of work necessary registered power of attorney is to be produced.
- 16) If any discrepancy arises between two similar clauses on different notification, the clause as stated in later notification will supersede former one in following sequence :-
Contact with the office of the Madhyamgram Municipality
- 17) In case of inadvertent typographical mistake found in the specified Price Schedule of Rates, the same will be treated to be so corrected as to conform with the relevant P.W.D. (W.B.) Schedule of Rates of Building, Sanitary and Plumbing and / or technically sanctioned estimate.
- 18) Arbitration will not be allowed. As per Conditions of Contract of Municipal printed form.
- 19) No Mobilization Advance and Secured Advance will be allowed.
- 20) Time / cost overrun and consequent cost of escalation for any materials, labour, P.O.L. etc. will not be allowed.
- 21) Canvassing in connection with the tender is strictly prohibited in the Tender submitted by the Contractor.
- 22) Site of work and necessary drawings may be handed over to the successful Tenderer phase wise. No claim in this regard will be entertained.
- 23) The successful Tenderer will have to submit two sets of all the Tender Documents along with BOQ in connection with this Tender in hard copy within 7 (Seven) days from the date of receipt of Letter of Acceptance of the Tender (through e-Tendering System or otherwise). Failure to do so will be liable to termination/rejection of Tender with forfeiture of Earnest Money without any reference to the Contractor. In case of the successful Tenderer who has been exempted from depositing Earnest Money, the Government will be at liberty to recover the forfeited amount (equal to the amount of Earnest Money) either from the Fixed Security Deposit of the Tenderer or by any means that may be deemed suitable.
- 24) The successful Tenderer will have to start the work as per the work order to commence the work.
- 25) The contractor shall not be entitled for any compensation for any loss suffered by him due to delay arising out for modification of the work, due to non-delivery of the possession of site and / or modification of drawing and design.
- 26) Prevailing safety norms has to be followed by the successful Tenderer during execution of the work so that LTI (Loss of time due to injury) is zero.
- 27) The eligibility of a Tenderer will be ascertained on the basis of the documents submitted by a Tenderer in support of eligibility criteria. If any document submitted by a Tenderer is either incorrect / manufactured / fabricated or false, his Tender will be out rightly rejected at any stage and legal action will be taken against him.
- 28) Any other tax or cess will be borne by the agency (if applicable).
- 29) Hard copy of all documents should be verified by the concern deptt. of this Municipality before submission of tender through online.

Instructions/guidance to the contractors for e-tendering:-

- 1) Intending tenderers desirous of participating in the tender are to log on to the Website <https://wbtenders.gov.in>. The tender can be searched by typing the First Four Letters in the search engine provided in the website.
- 2) Tenders are to be submitted online and intending tenderers are to download the tender documents from the website given above, directly with the help of the e-Token provided. This is the only mode of collection of tender documents.
- 3) Bidder intending to participate in more than one work shall have to furnish credential for summation of amount put to tender for those works of cumulative amount.
- 4) **General process of submission:** Tenders are to be submitted online through the website stated in Clause 1. All the documents uploaded by the Tender Inviting Authority form an integral part of the contract. Tenderers are required to upload all the tender documents along with the other documents, as asked for in the tender, through the above website within the stipulated date and time as given in the Tender. Tenders are to be submitted in two folders at a time for each work, one is Technical Proposal and the other is Financial Proposal. The tenderer shall carefully go through the documents and prepare the required documents and upload the scanned documents of originals in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid. He needs to fill up the rates of items/percentage in the BOQ, downloaded for the work, in the designated Cell and upload the same in designated location of Financial Bid. The documents uploaded are virus scanned and digitally signed using the Digital Signature Certificate (DSC). Tenderers should specially take note of all the addendum/corrigendum related to the tender till the bid submission ends. Tenderers should in general upload the latest documents as part of the tender, however, in case of failure in uploading such documents, it will be deemed that they (tenderers) have taken note of such latest documents including addendum/corrigendum, if published till the bid submission ends.



Executive Officer
Madhyamgram Municipality

Executive Officer
Madhyamgram Municipality
North 24 Parganas



MADHYAMGRAM MUNICIPALITY

P.O. : Madhyamgram

Dist. : North 24 Parganas, Kolkata - 700129

Memo No.:- MM/EO/3732/2022-23

Dated: 15/03/2023

NOTICE INVITING e-TENDER

Tender No: - WBMAD/MM/NIT-25e/2022-23

Online Tenders are invited by the Executive Officer on behalf of the Madhyamgram Municipality through electronic tendering (e-tendering) for the following listed works from eligible and resourceful Companies/Firms/Contractors having sufficient credential and financial capability for execution of works as depicted hereunder for participating in the tender.

Table 1 :- List of works					
Sl. No.	Name of the work	Estimated amount put to tender (in Rs.)	Earnest Money (in Rs.)	Cost of Tender Documents (Applicable for the successful Contractor only at the time of formal agreement) (in Rs.)	Time for completion of work (in days)
1.	Repairing & Renovation of Park in Ward No. 1 & 5 Under Madhyamgram Municipality.	238422	4768	300	30 Days
2.	Repairing & Renovation of Park in Ward No. 2 & 3 Under Madhyamgram Municipality.	238398	4768	300	30 Days
3.	Repairing & Renovation of Park in Ward No. 4 & 7 Under Madhyamgram Municipality.	239433	4789	300	30 Days
4.	Repairing & Renovation of Park in Ward No. 8 & 9 Under Madhyamgram Municipality.	239868	4797	300	30 Days
5.	Repairing & Renovation of Park in Ward No. 10 Under Madhyamgram Municipality.	120186	2404	200	30 Days
6.	Repairing & Renovation of Park in Ward No. 6 & 11 Under Madhyamgram Municipality.	238498	4770	300	30 Days
7.	Repairing & Renovation of Park in Ward No. 12 & 22 Under Madhyamgram Municipality.	238391	4768	300	30 Days
8.	Repairing & Renovation of Park in Ward No. 13 & 14 Under Madhyamgram Municipality.	238466	4769	300	30 Days
9.	Repairing & Renovation of Park in Ward No. 15 & 21 Under Madhyamgram Municipality.	238470	4769	300	30 Days
10.	Repairing & Renovation of Park in Ward No. 16 & 18 Under Madhyamgram Municipality.	239246	4785	300	30 Days
11.	Repairing & Renovation of Park in Ward No. 17 & 20 Under Madhyamgram Municipality.	238445	4769	300	30 Days
12.	Repairing & Renovation of Park in Ward No. 19 Under Madhyamgram Municipality.	120884	2418	200	30 Days
13.	Repairing & Renovation of Park in Ward No. 23 & 24 Under Madhyamgram Municipality.	238514	4789	300	30 Days

Sl. No.	Name of the work	Estimated amount put to tender (in Rs.)	Earnest Money (in Rs.)	Cost of Tender Documents (Applicable for the successful Contractor only at the time of formal agreement) (in Rs.)	Time for completion of work (in days)
14.	Repairing & Renovation of Park in Ward No. 25 Under Madhyamgram Municipality.	119283	2386	200	30 Days
15.	Repairing & Renovation of Park in Ward No. 26 Under Madhyamgram Municipality.	120949	2419	200	30 Days
16.	Repairing & Renovation of Park in Ward No. 27 Under Madhyamgram Municipality.	120164	2403	200	30 Days
17.	Repairing & Renovation of Park in Ward No. 28 Under Madhyamgram Municipality.	120163	2403	200	30 Days

Table-2 :- Date and Time Schedule

Sl No	Particulars	Date & Time
i)	Date of uploading of NIT and Tender Documents online (Publishing Date)	16/03/2023
ii)	Documents download start date (Online)	16/03/2023 at 11.00 Hrs.
iii)	Date of Pre Tender Meeting with the intending Contractors at Municipality	N/A
iv)	Tender submission start date (On line)	16/03/2023 at 11.00 Hrs.
v)	Tender Submission closing (On line)	24/03/2023 at 16.00 Hrs.
vi)	Tender opening date for Technical Proposals(Online)	27/03/2023 at 12.00 Hrs.
vii)	Date of uploading list for Technically Qualified Contractor (online)	To be notified later
viii)	Date and Place for opening of Financial Proposal (Online)	To be notified later
ix)	Date of uploading of list of qualified Contractor along with the offer rates (on line)	To be notified later.
x)	Also if necessary for further negotiation through offline for final rate.	To be notified later.

Table-3 :-

<p>Eligibility Criteria & Documents to be produced in support of Credential for tender Part-I(Prequalification Documents):-</p>	<p>i) Having experience and technical acumen in Executing, Construction & Completion of Civil work with a work value not below 40% of the estimated amount put to tender in a single contract during last 5(five) financial years in any Government Department/Board/Semi-Govt./Corporation/Statutory Authority/Undertaking etc. (copies of Completion certificate, work order, price schedule issued by the competent authority shall have to be furnished)</p> <p>ii) Having valid GST registration certificate with up to date GST return.</p> <p>iii) Having valid PAN Card and last year Income tax return.</p> <p>iv) Having valid P. Tax clearance Certificate.</p> <p>v) Having valid Electrical supervisory license <i>in case of electrical works only</i>.</p> <p>vi) Particulars of ownership/partnership or Board of Directors pertaining to the Organization/Company/Firm</p> <p>vii) Having up to date Trade permission</p> <p>viii) Having last year balance sheet duly Audited by a Chartered Engineer (if applicable).</p> <p>ix) Having annual turnover not less than 80% of the value of amount put to tender in any of last three (3) financial years.</p> <p>x) Other certificate if any.</p> <p>(Copies of all above mentioned documents shall have to be furnished)</p> <p>All documents in original to be produced in due course of time as & when asked by the TIA.</p> <p>Note: Bidder intending to participate in more than one work shall have to furnish credential for summation of amount put to tender for those works of cumulative amount.</p> <p>The required Turn over and Bank Solvency should also be cumulative for multiple works.</p>
Tender	A full set of Tender documents consists of 2 Parts. These are

applicant and credentials possessed along with all documents as specified in above Eligibility Criteria and its all corrigenda's.

PART II :-Containing the Tender Price / Price Schedule.(BOQ in MS-excel format)

Earnest Money:- The Earnest Money (2% of estimated amount put to tender), as specified in Table-1 shall be remitted by the Contractor through net-banking or NEFT or RTGS (ICICI payment Gateway) in respect of tender ID. Every such Transfer shall be done on or after the date of publish of NIT. Any Tender without such online payment of EM (Except exemption as per G.O.) shall be treated as informal and shall be automatically cancelled. Online transfer of Earnest Money receipt (Scanned copy) shall be uploaded as statutory document.

Additional conditions of contract regarding Earnest Money (Clause 1, (1.1)) vide Memorandum No. 5696-F(Y), dated 01.10.2019 of Finance Department, Audit Branch, Government of West Bengal.

Security Deposit & other taxes:- (G.O.No-5784-PW/L&A/2M-175/2017 date. 12.09.17) All usual deductions for taxes as applicable i.e. GST, IT, and Labour welfare cess etc. as applicable will be made from the bills time to time. Additional Security Deposit @ 1% (one percent) will be deducted from each and every running bill. The amount of such 3% (three percent) of Security Deposit (Initial 2% EM + additional 1%) will be refunded without any interest only as mentioned below.

Defect Liability Period:-

- a) For work with **three months** Defect Liability Period:
 - i) Full security deposit shall be refunded to the contractor on expiry of three months from the actual date of completion of the work.
- b) For work with **one year** Defect Liability Period:
 - ii) Full security deposit shall be refunded to the contractor on expiry of one year from the actual date of completion of the work.
- c) For work with **three years** Defect Liability Period:
 - i) 30% of the security deposit shall be refunded to the contractor on expiry of two years from the actual date of completion of the work;
 - ii) The balance 70 % of the security deposit shall be refunded to the contractor on expiry of three years from the actual date of completion of the work;
- d) For work with **five years** Defect Liability Period:
 - i) No security deposit shall be refunded to the contractor for 1st 3 years from the actual date of completion of the work;
 - ii) 30% of the security deposit shall be refunded to the contractor on expiry of four years from the actual date of completion of the work;
 - iii) The balance 70 % of the security deposit shall be refunded to the contractor on expiry of five years from the actual date of completion of the work,

Explanation :-

The word 'work' means and includes road work, bridge work, building work, sanitary and plumbing work, electrical work and/or any other work contemplated within the scope and ambit of this contract. For

- i) The work of patch repair or patch maintenance in nature or a combination thereof, the Defect Liability Period of the work shall be three months from the actual date of completion of the work
- ii) Thorough Bituminous Surfacing work with bituminous thickness less than 40 mm, Repair & Rehabilitation of any road / bridge / culvert / building / Sanitary & Plumbing work, the Defect Liability Period of the work shall be one year from the actual date of completion of the work;
- iii) Extension of building / bridge / culvert, Construction of new flexible pavement up to bituminous level which has been designed for a period of 3 years or more, Widening and strengthening of flexible pavement designed for a period of 3 years or more, Improvement of riding quality / Strengthening of flexible pavement designed for a period of 3 years or more; Providing only mastic asphalt layer over existing bituminous surface without providing bituminous profile corrective course / bituminous base course, the Defect Liability Period of the work shall be three years from the actual date of completion of the work;
- iv) Construction of new building / new bridge / new culvert, Reconstruction of building / bridge / culvert including construction of approach roads for bridge / culvert, Construction of rigid pavement, Reconstruction of rigid pavement, Construction of new flexible pavement covered by mastic work which has been designed for a period of 5 years or more, Widening and strengthening of flexible pavement covered by mastic work which has been designed for a period of 5 years or more, Improvement of riding quality / Strengthening of flexible pavement covered by mastic work which has been designed for a period of 5 years or more, the Defect Liability Period of the work shall be five years from the actual date of completion of the work

Additional Performance Security @ 10% of the tendered amount in the form of Bank Guarantee from a Scheduled Bank, valid up to the date of completion of work, shall be obtained from the successful bidder, if the accepted bid value is 80% or less than the estimated amount put to tender.

If the bidder fails to submit Additional Performance Security within 7 (seven) working days from the date of LoA or the time period as approved by the Tender inviting Authority, his Earnest Money will be forfeited.

If the bidder fails to complete the works successfully, the Additional Performance Security along with Security Deposit lying with the Government shall be forfeited at any time during the pendency of contract period as per relevant Clauses of the Contract.

Necessary provisions regarding deductions of Security Deposit from the progressive bills of the Contractor as per relevant clauses of the contract will in no way be affected/ altered by this Additional Performance Security.

Additional provisions in substituted Clause 17 of the Condition of Contract of the printed tender form as per G.O. no. 52-CRC/2M-06/2014 dated 27/10/2014 and G.O. no. 5951-PW/L&A/2M-175/2017 dated 02/11/2017.

In cases of Refunding and Releasing of 100% (one hundred percent) Security Deposit held with the Government, arising out from works contract, Security Deposit will be released after issuance of Completion Certificate on submission of unconditional BANK GUARANTEE by the Contractor for the Security Deposit subject to the following conditions:

- i) The Bank Guarantee will be issued by a Scheduled Commercial Bank in favour of the Engineer-in-Charge of the concern work, MED, Government of West Bengal on behalf of the contractor.
- ii) The Bank Guarantee shall remain valid for the whole Defect liability period/Security period as per contract of the work (No renewal in between should be required).
- iii) The Bank Guarantee will be submitted as per approved Format. The Engineer-in-Charge should obtain confirmation of the Bank Guarantee directly from the Bank before its acceptance.
- iv) The Bank Guarantee, now pledged in the form of Security Deposit will be released to the contractor in the following manner, if not forfeited under conditions of contract:

In cases of Refunding and Releasing of 100% (one hundred percent) Security Deposit held with the Government, arising out from works contract, Security Deposit will be released after issuance of Completion Certificate on submission of unconditional BANK GUARANTEE by the Contractor for the Security Deposit subject to the following conditions:

1. The Bank Guarantee will be issued by a Scheduled Commercial Bank in favour of the Tender Inviting Authority of the concern work, on behalf of the contractor.
2. The Bank Guarantee shall remain valid for the whole Defect liability period/Security period as per contract of the work (No renewal in between should be required).
3. The Bank Guarantee will be submitted as per approved Format. The Engineer-in-Charge should obtain confirmation of the Bank Guarantee directly from the Bank before its acceptance.
4. The Bank Guarantee, now pledged in the form of Security Deposit will be released to the contractor in the following manner, if not forfeited under conditions of contract:
 - 4.1 For work with 3 (three) months Defect Liability Period:
 - 4.2 For work with 1 (one) year Defect Liability Period:

Full amount shall be refunded to the contractor on expiry of 1 (one) year from the actual date of completion of the work.

- 4.3 For work with 3 (three) years Defect Liability Period:
 - 4.3.1. 30% (thirty percent) of the same shall be refunded to the contractor on expiry of (two) years from the actual date of completion of the work;
 - 4.3.2. The balance 70% (seventy percent) of the same shall be refunded to the contractor on expiry of 3 (three) years from the actual date of completion of the work.
- 4.4 For work with 5 (five) years Defect Liability Period:
 - 4.4.1. No amount shall be refunded to the contractor for first 3 (three) years from the

	<p>actual date of completion of the work;</p> <p>4.4.2. 30% (thirty percent) of the same shall be refunded to the contractor on expiry of 4 (four) years from the actual date of completion of the work;</p> <p>4.4.3. The balance 70% (seventy percent) of the same shall be refunded to the contractor on expiry of 5 (five) years from the actual date of completion of the work.</p>
Cost of Tender Documents:-	The cost of Tender documents as specified in Table-1 shall be paid by the successful Contractor only at the time of formal agreement after acceptance of tender.
Validity/ Withdrawal/ Acceptance of Tender:-	<p>A Tender submitted shall remain valid for a period of 120 calendar days from the date set for opening of tenders. Any extension of this validity period if required will be subject to concurrence of the Tenders.</p> <p>A Tender once submitted shall not be withdrawn within the validity period. If any Contractor withdraws his/their tender(s) within the validity period then Earnest Money as deposited by him/them will be forfeited and even a legal action may be taken by TIA.</p> <p>The TIA will accept the tender. He/She does not bind himself/herself to accept otherwise the lowest tender and reserves to himself/herself the right to reject any or all of the tenders received without assigning any reason thereof.</p>

Scope of the works:- As per BOQ

Other terms & conditions if any:-

- 1) The partnership firm shall furnish the Registered Partnership Deed and the Company shall furnish the Memorandum of Association (MOA) and Article of Association (AOA.) [Non-statutory Documents]
- 2) The prospective tenderers or any of their constituent partner shall neither have abandoned any work nor any of their contract have been rescinded during the last 5 (five) years. Such abandonment or rescission will be considered as disqualification towards eligibility.
- 3) Joint Ventures will not be allowed.
- 4) No conditional / Incomplete Tender will be accepted under any circumstances.
- 5) Tender Paper will be issued by the CHAIRMAN / CHARPERSON / BOA / EO / ADMINISTRATOR, Madhyamgram Municipality only to the applicant after verification of all documents.
- 6) Agencies shall have to arrange for required Plant & Machinerics, store of materials, labour shed, laboratory etc. and land for creation of the same at their own cost and responsibility.
- 7) The prospective Tenderer shall establish field testing laboratory equipped with requisite instruments and technical staff according to the requirements of works to be executed.
- 8) Work Order or Payment of work will be depended on availability of fund. Intending tenderers may consider this criteria while submission of Tender and quoting their rates.
- 9) ISI standers material shall be allotted to use in the work supplier by Agency himself.
- 10) The Tenderer, at the Tenderer's own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for the work as mentioned in the Notice Inviting Tender, the cost of visiting the site shall be at the Tenderer's own expense.
- 11) The CHAIRMAN, Madhyamgram Municipality, Madhyamgram, North-24 Parganas reserves the right to cancel this N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.
- 12) Before issuance of the work order, the Tender Accepting Authority may verify the credential and other documents of the lowest tenderer if found necessary. After verification, if it is found that such documents submitted by the lowest tenderer is either manufactured or false in that case, work order will not be issued in favour of the tenderer under any circumstances and legal action will be taken against him. The tenderers who are eligible for exemption of initial Earnest Money shall invariably submit the same amount in this office as Security Deposit money drawn in favour of Madhyamgram Municipality, in the shape of Demand draft / Banker's Cheque before issuance of Letter of Acceptance.
- 13) Contractor or Suppliers whose GST registration under Composite Scheme is not eligible to participate in e-tender process.
- 14) The defect liability period for the work is applicable as per Table No. 03, which is mentioned above, the Agency shall make the same good at his own cost. Failure to do so, penal action against the Agency will be imposed by the Municipality as deem fit.
- 15) In case of ascertaining Authority at any stage of application or execution of work necessary registered power of attorney is to be produced.
- 16) If any discrepancy arises between two similar clauses on different notification, the clause as stated in later notification will supersede former one in following sequence :-
Contact with the office of the Madhyamgram Municipality
- 17) In case of inadvertent typographical mistake found in the specified Price Schedule of Rates, the same will be treated to be so corrected as to conform with the relevant P.W.D. (W.B.) Schedule of Rates of Building, Sanitary and Plumbing and / or technically sanctioned estimate.
- 18) Arbitration will not be allowed. As per Conditions of Contract of Municipal printed form.

- 19) No Mobilization Advance and Secured Advance will be allowed.
- 20) Time / cost overrun and consequent cost of escalation for any materials, labour, P.O.L. etc. will not be allowed.
- 21) Canvassing in connection with the tender is strictly prohibited in the Tender submitted by the Contractor.
- 22) Site of work and necessary drawings may be handed over to the successful Tenderer phase wise. No claim in this regard will be entertained.
- 23) The successful Tenderer will have to submit two sets of all the Tender Documents along with BOQ in connection with this Tender in hard copy within 7 (Seven) days from the date of receipt of Letter of Acceptance of the Tender (through e-Tendering System or otherwise). Failure to do so will be liable to termination/rejection of Tender with forfeiture of Earnest Money without any reference to the Contractor. In case of the successful Tenderer who has been exempted from depositing Earnest Money, the Government will be at liberty to recover the forfeited amount (equal to the amount of Earnest Money) either from the Fixed Security Deposit of the Tenderer or by any means that may be deemed suitable.
- 24) The successful Tenderer will have to start the work as per the work order to commence the work.
- 25) The contractor shall not be entitled for any compensation for any loss suffered by him due to delay arising out for modification of the work, due to non-delivery of the possession of site and / or modification of drawing and design.
- 26) Prevailing safety norms has to be followed by the successful Tenderer during execution of the work so that LTI (Loss of time due to injury) is zero.
- 27) The eligibility of a Tenderer will be ascertained on the basis of the documents submitted by a Tenderer in support of eligibility criteria. If any document submitted by a Tenderer is either incorrect / manufactured / fabricated or false, his Tender will be out rightly rejected at any stage and legal action will be taken against him.
- 28) Any other tax or cess will be borne by the agency (if applicable).
- 29) Hard copy of all documents should be verified by the concern deptt. of this Municipality before submission of tender through online.

Instructions/guidance to the contractors for e-tendering:-

- 1) Intending tenderers desirous of participating in the tender are to log on to the Website <https://wbttenders.gov.in>. The tender can be searched by typing the First Four Letters in the search engine provided in the website.
- 2) Tenders are to be submitted online and intending tenderers are to download the tender documents from the website given above, directly with the help of the e-Token provided. This is the only mode of collection of tender documents.
- 3) Bidder intending to participate in more than one work shall have to furnish credential for summation of amount put to tender for those works of cumulative amount.
- 4) **General process of submission:** Tenders are to be submitted online through the website stated in Clause 1. All the documents uploaded by the Tender Inviting Authority form an integral part of the contract. Tenderers are required to upload all the tender documents along with the other documents, as asked for in the tender, through the above website within the stipulated date and time as given in the Tender. Tenders are to be submitted in two folders at a time for each work, one is Technical Proposal and the other is Financial Proposal. The tenderer shall carefully go through the documents and prepare the required documents and upload the scanned documents of originals in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid. He needs to fill up the rates of items/percentage in the BOQ, downloaded for the work, in the designated Cell and upload the same in designated location of Financial Bid. The documents uploaded are virus scanned and digitally signed using the Digital Signature Certificate (DSC). Tenderers should specially take note of all the addendum/corrigendum related to the tender till the bid submission ends. Tenderers should in general upload the latest documents as part of the tender, however, in case of failure in uploading such documents, it will be deemed that they (tenderers) have taken note of such latest documents including addendum/corrigendum, if published till the bid submission ends.



Executive Officer
Madhyamgram Municipality

Executive Officer
Madhyamgram Municipality
North 24 Parganas