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# 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-01e/2023-24 to WBMAD/MM/NIT-08e/2023-24, dt.10.05.2023. Details of Tender will be available from the website <https://wbtenders.gov.in> Municipal website [www.madhyamgrammunicipality.org](http://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/0328/2023-24

Dated: 04/05/2023

## NOTICE INVITING e-TENDER

**Tender No.:- WBMAD/MM/NIT-01e/2023-24**

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.	Improvement of Black Top Road from Milan nagar pump to h/o, Samir Saha at Milan nagar in ward no. 01 under Madhyamgram Municipality.	626940	12539	700	30 Days
2.	Improvement of Black Top Road from Abasan to h/o, Motaleb Saji in ward no. 01 under Madhyamgram Municipality.	308095	6162	400	30 Days
3.	Improvement of Black Top Road from Bishnupriya college to h/o, Sibn Mallick at Mollapara in ward no. 01 under Madhyamgram Municipality.	578575	11572	600	30 Days
4.	Improvement of Black Top Road from Nadihbhag Rajlaxmi School more to Ramkrishna Sebasram at nadihbhag in ward no. 01 under Madhyamgram Municipality.	642511	12850	700	30 Days
5.	Improvement of Black Top Road from Ramkrishna Sebasram to h/o, Asraf ali Golder via, h/o, Kena at Mollapara ricksha colony in ward no. 01 under Madhyamgram	536259	10725	600	30 Days
6.	Improvement of Black Top Road from h/o, Kasem Ali to h/o, Kesmal Ali in ward no. 01 under Madhyamgram Municipality.	533715	10674	600	30 Days
7.	Improvement of P.C.C. Road from h/o, Kalachand Banik to shop of Dulal Krishna Roy at Sailesh nagar in ward no. 02 under Madhyamgram Municipality.	810252	16205	900	30 Days
8.	Improvement of Black top Road from h/o, Abdul Ahad to h/o, Fazlur Rahaman at Digberia Dakhin para in ward no. 02 under Madhyamgram Municipality.	530527	10611	600	30 Days
9.	Repairing of Black Top Road from Dumping Ground culvert to h/o, Panna Dey (culvert) at Digberia Dakhin hut in ward no. 02 under Madhyamgram Municipality.	617913	12358	700	30 Days
10.	Repairing of Black Top Road from H/o Mousam Ali to H/o Panna Dey ( culvert) via Gupta Interior at Digberia Dakhin hut in ward no. 02 under Madhyamgram Municipality.	766937	15339	800	30 Days



Sl No	Particulars	Date & Time
i)	Date of uploading of NIT and Tender Documents online (Publishing Date)	10/05/2023
ii)	Documents download start date (Online)	10/05/2023 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)	10/05/2023 at 11.00 Hrs.
v)	Tender Submission closing (On line)	26/05/2023 at 16.00 Hrs.
vi)	Tender opening date for Technical Proposals(Online)	29/05/2023 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.

<b>Eligibility Criteria &amp; Documents to be produced in support of Credential for tender Part-I(Prequalification Documents):-</b>	<ul style="list-style-type: none"> <li>i) Having experience and technical acumen in Executing, Construction &amp; 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)</li> <li>ii) Having valid GST registration certificate with up to date GST return.</li> <li>iii) Having valid PAN Card and <b>last year Income tax return.</b></li> <li>iv) Having valid P. Tax clearance Certificate.</li> <li>v) Having valid Electrical supervisory license <i>in case of electrical works only.</i></li> <li>vi) Particulars of ownership/partnership or Board of Directors pertaining to the Organization/Company/Firm</li> <li>vii) Having up to date Trade permission</li> <li>viii) Having last year balance sheet duly Audited by a Chartered Engineer (if applicable).</li> <li>ix) Having annual turnover not less than 80% of the value of amount put to tender in any of last three (3) financial years.</li> <li>x) Other certificate if any. (Copies of all above mentioned documents shall have to be furnished)</li> </ul> <p><b>All documents in original to be produced in due course of time as &amp; when asked by the TIA.</b></p> <p><b>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.</b></p> <p><b>The required Turn over should also be cumulative for multiple works.</b></p>
<b>Tender documents:-</b>	<p>A full set of Tender documents consists of 2 Parts. These are</p> <p><b>PART I :-</b>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><b>PART II :-</b>Containing the Tender Price / Price Schedule.(BOQ in MS-excel format)</p>
<b>Earnest Money:-</b>	<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>
<b>Security Deposit &amp; other taxes:-</b> (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><b>Defect Liability Period:-</b></p> <ul style="list-style-type: none"> <li>a) For work with <b>three months</b> Defect Liability Period: <ul style="list-style-type: none"> <li>i) Full security deposit shall be refunded to the contractor on expiry of three months from the actual date of completion of the work.</li> </ul> </li> <li>b) For work with <b>one year</b> Defect Liability Period:</li> </ul>



- 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.**



	<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"> <li>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.</li> <li>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).</li> <li>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.</li> <li>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:</li> </ol> <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"> <li>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.</li> <li>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).</li> <li>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.</li> <li>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"> <li>4.1 For work with 3 (three) months Defect Liability Period:</li> <li>4.2 For work with 1 (one) year Defect Liability Period:</li> </ol> <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"> <li>4.3 For work with 3 (three) years Defect Liability Period: <ol style="list-style-type: none"> <li>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;</li> <li>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.</li> </ol> </li> <li>4.4 For work with 5 (five) years Defect Liability Period: <ol style="list-style-type: none"> <li>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;</li> <li>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;</li> <li>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.</li> </ol> </li> </ol> </li> </ol>
<p><b>Cost of Tender Documents:-</b></p>	<p>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.</p>
<p><b>Validity/ Withdrawal/ Acceptance of Tender:-</b></p>	<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/0329/2023-24

Dated: 04/05/2023

## NOTICE INVITING e-TENDER

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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 I :- 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.	Improvement of P.C.C. Road from shop of Debnath to h/o, Nirmal Das in ward no. 03 under Madhyamgram Municipality.	891831	17837	900	30 Days
2.	Improvement of P.C.C. Road from h/o, Swapan Ghosh to h/o, Amalendu Debnath in ward no. 03 under Madhyamgram Municipality.	593847	11877	600	30 Days
3.	Improvement of P.C.C. Road std. from h/o, Bholanath Ghosh at Natun pally ( Mathpara) in ward no. 03 under Madhyamgram Municipality.	537227	10745	600	30 Days
4.	Repairing of Black Top Road std. From Badu road via. Pragati Sangha club , via, h/o, Jumman Ali to h/o, Sultan Haji at Abdalpur in ward no. 03 under Madhyamgram Municipality.	691368	13827	700	30 Days
5.	Improvement of B.F.S. Road from h/o, Mithu Maharana to h/o, Prasanta , in ward no. 04 under Madhyamgram Municipality.	654725	13095	700	30 Days
6.	Improvement of B.F.S. Road from h/o, Dipankar Sarkar to h/o, Dibendu Roy in ward no. 04 under Madhyamgram Municipality.	793305	15866	800	30 Days
7.	Improvement of B.F.S. Road near h/o, Lata Karmakar, Dulal pal, Swapan Sarkar, etc. in ward no. 04 under Madhyamgram Municipality.	754647	15093	800	30 Days
8.	Improvement of B.F.S. Road near h/o, Sonali Das, Tapan Halder , Gobinda Majumder, at ramskrishna pally in ward no. 04 under Madhyamgram Municipality.	652855	13057	700	30 Days
9.	Improvement of B.F.S. Road near h/o, Abani pal to Sadhana Chatterjee at Sarada pally in ward no. 04 under Madhyamgram Municipality.	725767	14515	800	30 Days
10.	Improvement of B.F.S. Road near h/o, Rabi Das to h/o, Gobinda at Barnada pally in ward no. 04 under Madhyamgram Municipality.	681874	13637	700	30 Days



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viii)	Date & 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 &amp; technical acumen in Executing, Construction &amp; 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 &amp; 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) <b>All documents in original to be produced in due course of time as &amp; when asked by the TIA.</b></p> <p><b>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.</b> <b>The required Turn over should also be cumulative for multiple works.</b></p>
Tender documents:-	<p>A full set of Tender documents consists of 2 Parts. These are</p> <p><b>PART I</b> :-Containing all documents in relation to the name of the Companies/Firms/Contractors applied for &amp; credentials possessed along with all documents as specified in above Eligibility Criteria &amp; its all corrigenda's.</p> <p><b>PART II</b> :-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 &amp; 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, &amp; 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 &amp; 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 <b>three months</b> 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> <p>b) For work with <b>one year</b> Defect Liability Period:</p> <p>ii) Full security deposit shall be refunded to the contractor on expiry of one year from</p>



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 & includes road work, bridge work, building work, sanitary & plumbing work, electrical work &/or any other work contemplated within the scope & 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 & 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 & 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 & G.O. no. 5951-PW/L&A/2M-175/2017 dated 02/11/2017.**



	<p>In cases of Refunding &amp; 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"> <li>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.</li> <li>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).</li> <li>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.</li> <li>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:</li> </ol> <p>In cases of Refunding &amp; 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"> <li>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.</li> <li>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).</li> <li>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.</li> <li>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"> <li>4.1 For work with 3 (three) months Defect Liability Period:</li> <li>4.2 For work with 1 (one) year Defect Liability Period:</li> </ol> </li> </ol> <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"> <li>4.3 For work with 3 (three) years Defect Liability Period: <ol style="list-style-type: none"> <li>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,</li> <li>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.</li> </ol> </li> <li>4.4 For work with 5 (five) years Defect Liability Period: <ol style="list-style-type: none"> <li>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,</li> <li>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,</li> <li>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.</li> </ol> </li> </ol>
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 &amp; 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 &amp; 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 & the Company shall furnish the Memorandum of Association (MOA) & 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. & I& for creation of the same at their own cost & responsibility.
- 7) The prospective Tenderer shall establish field testing laboratory equipped with requisite instruments & 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 & quoting their rates.
- 9) ISI standards material shall be allotted to use in the work supplier by Agency himself.
- 10) The Tenderer, at the Tenderer's own responsibility & risk is encouraged to visit & examine the site of works & its surroundings & obtain all information that may be necessary for preparing the Tender & 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 & no claim in this respect will be entertained.
- 12) Before issuance of the work order, the Tender Accepting Authority may verify the credential & 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 & 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 Dem& 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 deemed 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 & Plumbing & / or technically sanctioned estimate.
- 18) Arbitration will not be allowed. As per Conditions of Contract of Municipal printed form.
- 19) No Mobilization Advance & Secured Advance will be allowed.
- 20) Time / cost overrun & 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 & 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 & / or modification of drawing & 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 outrightly rejected at any stage & 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 & 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 & time as given in the Tender. Tenders are to be submitted in two folders at a time for each work, one is Technical Proposal & the other is Financial Proposal. The tenderer shall carefully go through the documents & prepare the required documents & 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 & upload the same in designated location of Financial Bid. The documents uploaded are virus scanned & 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  
Madhyamgram Municipality  
North 24 Parganae



# MADHYAMGRAM MUNICIPALITY

P.O. : Madhyamgram

Dist. : North 24 Parganas, Kolkata - 700129

Memo No.:- MM/EO/0330/2023-24

Dated: 04/05/2023

## NOTICE INVITING e-TENDER

Tender No: - WBMAD/MM/NIT-03c/2023-24

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 I :- 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.	Improvement of B.F.S. Road near h/o, Dipali Barua, Jagannath, at Ramkrishnapally in ward no. 04 under Madhyamgram Municipality.	599458	11989	600	30 Days
2.	Improvement of P.C.C. Road std. from h/o, Ashim Das to Sujay's Salun at Tunte para in ward no. 05 under Madhyamgram Municipality.	986729	19735	1000	30 Days
3.	Improvement of P.C.C. Road std. from h/o,Ratan Saha to h/o, Satish Halder at Das para ; from h/o, Kartick Ghosh to B.C.DA Hospital ; from h/o, Hari Ghosh to Manas Biswas at Ghosh para in ward no. 05 under Madhyamgram Municipality.	881900	17638	900	30 Days
4.	Name of Work: Repairing of C.C Road from H/o Kajal Muhuri to Kamal Daidya, via near H/o Bablu Paul and Dipankar Sone, std. form H/o Mr. Ganguly to Manik Chowdhury, std. form H/o Anup Das to Jay Kunda, near H/o Sreekanta Das at Vivekananda Nagar in Ward No.-06 under Madhyamgram Municipality.	560004	11200	600	30 Days
5.	Improvement of B.F.S. Road from h/o, Hlawa Pal to h/o, Sasti Dey at Sarat Kanan in ward no. 07 under Madhyamgram Municipality.	845997	16920	900	30 Days
6.	Improvement of B.F.S. Road from h/o, Sasti Dey to h/o, Sibupada Guha at Sarat Kanan in ward no. 07 under Madhyamgram Municipality.	1017568	20351	1100	30 Days
7.	Improvement of B.F.S. Road from h/o, Aswini Das to h/o, Goutam Singh at Sarat Kanan in ward no. 07 under Madhyamgram Municipality.	666956	13339	700	30 Days
8.	Construction of Soling Road from H/o, Sobhas Pal to Chhanga 100 mtr. Via H/o, Anil Das in Ward No. 8 Under Madhyamgram Municipality.	675767	13515	700	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.	Improvement of Concrete Road Near H/o, Dr. B.Dutta, Near H/o, Dilip Paul & near H/o, Gobinda Das in Ward No. 8 Under Madhyamgram Municipality.	1281079	25622	1300	30 Days
10.	Improvement of Black Top Road From Sri Krishna villa to H/o, Bikash Kr. Dey & H/o, Khudi via Grill Factory in Ward No. 8 Under Mdhyamgram Municipality.	539815	10796	600	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)	10/05/2023
ii)	Documents download start date (Online)	10/05/2023 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)	10/05/2023 at 11.00 Hrs.
v)	Tender Submission closing (On line)	26/05/2023 at 16.00 Hrs.
vi)	Tender opening date for Technical Proposals(Online)	29/05/2023 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 :-

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 &amp; 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 &amp; when asked by the TIA.</p> <p><b>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 should also be cumulative for multiple works.</b></p>
Tender documents:-	<p>A full set of Tender documents consists of 2 Parts. These are</p> <p><b>PART I</b> :-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><b>PART II</b> :-Containing the Tender Price / Price Schedule.(BOQ in MS-excel format)</p>



<p>Earnest Money:-</p>	<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 1, (1.1)) vide Memorandum No. 5696-F(Y), dated 01.10.2019 of Finance Department, Audit Branch, Government of West Bengal.</p>
<p>Security Deposit &amp; other taxes:- (G.O.No-5784-PW/L&amp;A/2M-175/2017 date. 12.09.17)</p>	<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><b>Defect Liability Period:-</b></p> <ol style="list-style-type: none"> <li>a) For work with <b>three months</b> Defect Liability Period: <ol style="list-style-type: none"> <li>i) Full security deposit shall be refunded to the contractor on expiry of three months from the actual date of completion of the work.</li> </ol> </li> <li>b) For work with <b>one year</b> Defect Liability Period: <ol style="list-style-type: none"> <li>ii) Full security deposit shall be refunded to the contractor on expiry of one year from the actual date of completion of the work.</li> </ol> </li> <li>c) For work with <b>three years</b> Defect Liability Period: <ol style="list-style-type: none"> <li>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;</li> <li>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;</li> </ol> </li> <li>d) For work with <b>five years</b> Defect Liability Period: <ol style="list-style-type: none"> <li>i) No security deposit shall be refunded to the contractor for 1st 3 years from the actual date of completion of the work;</li> <li>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;</li> <li>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,</li> </ol> </li> </ol> <p><b>Explanation :-</b></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"> <li>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</li> <li>ii) Thorough Bituminous Surfacing work with bituminous thickness less than 40 mm, Repair &amp; Rehabilitation of any road / bridge / culvert / building / Sanitary &amp; Plumbing work, the Defect Liability Period of the work shall be one year from the actual date of completion of the work;</li> <li>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;</li> <li>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</li> </ol> <p><b>Additional Performance Security @ 10%</b> 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.</p>



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.
<b>Cost of Tender Documents:-</b>	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.
<b>Validity/ Withdrawal/ Acceptance of Tender:-</b>	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 / 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 standards 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 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) Curvansing 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://wb-tenders.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 cases 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/0331/2023-24

Dated: 04/05/2023

## NOTICE INVITING e-TENDER

Tender No. - WBMAD/MM/NIT-04e/2023-24

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.	Improvement of Black Top Road with RCC Cover slab From Shankar Electric to Das Coaching Centre at Milanpally in Ward No. 8 Under Madhyamgram Municipality.	1827971	36559	1900	30 Days
2.	Construction of Concrete Road with RCC Cover slab From H/o, Lattu Sonar to H/o, Dr. Lattu Debnath & From Gouri Builders to H/o, Tapan Das at Rabindranagar in Ward No. 8 Under Madhyamgram Municipality.	666595	13332	700	30 Days
3.	Construction of concrete road from Loknath Enterprise to H/o. Chandan Shaw via H/o, Jharna Das & from H/o, Anima Ghosh to H/o, Biswanath Ghosh at Milanpally in Ward No. 9 Under Madhyamgram Municipality.	1414721	28294	1500	30 Days
4.	Construction of Concrete Road From Jessore road to H/o, Utpal Saha at Purbasha 300. Sarani in Ward No. 10 Under Madhyamgram Municipality.	227779	4556	300	30 Days
5.	Improvement of Black Top Road From H/o, Nara Mandal to H/o, Lt. Tarun Das at Purbasha East Milanpally & From Chayaneer Apartment to H/o, Alabadeb Saha at Ramnohan Estate in Ward No. 10 Under Madhyamgram Municipality.	1117504	22350	1200	30 Days
6.	Repairing of Blacktop road near Anil Abasan and near Bosenagar Play Ground at Bosenagar in ward no. 11 under Madhyamgram Municipality.	561799	11236	600	30 Days
7.	Repairing of Blacktop road side Form Jessore Road to H/o Sami Deb. Hemanta Bose Sarani in ward no. 11 and 12 under Madhyamgram Municipality.	2184473	43689	2200	30 Days
8.	Construction of a Concrete Road Near H/o, Sanjit Talukdar and H/o M.Mukherjee at in Ward No.12 Under Madhyamgram Municipality.	381264	7625	400	30 Days
9.	Construction of a cover slab drain with concrete road near Muslim Para and Concrete road near H/o Nilanda Chatterjee to H/o Kalyan Chakraborty in ward no. 12 Under Madhyamgram Municipality.	376889	7538	400	30 Days
10.	Construction of a Concrete Road Near H/o. Joy Datta to Samir Biwas in Ward No.13 Under Madhyamgram Municipality.	1494518	29890	1500	30 Days



**Table-1 :- Date & Time Schedule**

Sl No	Particulars	Date & Time
i)	Date of uploading of NIT & Tender Documents online (Publishing Date)	10/05/2023
ii)	Documents download start date (Online)	10/05/2023 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)	10/05/2023 at 11.00 Hrs.
v)	Tender Submission closing (On line)	26/05/2023 at 16.00 Hrs.
vi)	Tender opening date for Technical Proposals(Online)	29/05/2023 at 12.00 Hrs.
vii)	Date of uploading list for Technically Qualified Contractor (online)	To be notified later
viii)	Date & 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-2 :-**

Eligibility Criteria & Documents to be produced in support of Credential for tender Part-I (Prequalification Documents)-	<p>i) Having experience &amp; technical acumen in Executing, Construction &amp; 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 &amp; 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 &amp; when asked by the TIA.</p> <p><b>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.</b> <b>The required Turn over should also be cumulative for multiple works.</b></p>
Tender documents:-	<p>A full set of Tender documents consists of 2 Parts. These are <b>PART I</b> :-Containing all documents in relation to the name of the Companies/Firms/Contractors applied for &amp; credentials possessed along with all documents as specified in above Eligibility Criteria &amp; its all corrigenda's. <b>PART II</b> :-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 &amp; 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. 3696-F(Y), dated 01.10.2019 of Finance Department, Audit Branch, Government of West Bengal.</p>
Security Deposit & other (invest-G.O.No-3784-PWT,dt:28/12/2017 dtc: 12.09.17)	<p>All usual deductions for taxes as applicable i.e. GST, IT, &amp; 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 &amp; 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 <b>three months</b> 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.</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 & includes road work, bridge work, building work, sanitary & plumbing work, electrical work &/or any other work contemplated within the scope & 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 & 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 & 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**



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

In cases of Refunding & 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 & 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 Tenders:-

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 & 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 & 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 & the Company shall furnish the Memorandum of Association (MOA) & 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. & for creation of the same at their own cost & responsibility.
- 7) The prospective Tenderer shall establish field testing laboratory equipped with requisite instruments & 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 & quoting their rates.
- 9) IT shall not material shall be allotted to use in the work supplier by Agency himself.
- 10) The Tenderer, at the Tenderer's own responsibility & risk is encouraged to visit & examine the site of works & its surroundings & obtain all information that may be necessary for preparing the Tender & 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 & no claim in this respect will be entertained.
- 12) Before issuance of the work order, the Tender Accepting Authority may verify the credential & 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 & 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 at deem fit.
- 15) In case of ascertaining Authority at any stage of application or execution of work necessary registered power of attorney has 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 :-  
Contract 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 corrected as to conform with the relevant P.W.D. (W.B.) Schedule of Rates of Building, Sanitary & Plumbing & / or relatedly sanctioned estimate.
- 18) Submittals will not be allowed. As per Conditions of Contract of Municipal printed form.
- 19) The Mobilization Advance & Secured Advance will be allowed.
- 20) Time / cost overrun & consequent cost of escalation for any materials, labour, P.O.L. etc. will not be allowed.
- 21) Correspondence in connection with the tender is strictly prohibited in the Tender submitted by the Contractor.
- 22) Site of work & 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 the 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 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 & / or modification of drawing & 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 outrightly rejected at any stage & legal action will be taken against him.
- 28) Any alteration or error 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 office.

Terms & conditions 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 & 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) Bidders intending to participate in more than one work shall have to furnish credential for summation of amount put up to bid 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 & time as given in the Tender. Tenders are to be submitted in two folders at a time for each work, one is Technical Proposal & the other is Financial Proposal. The tenderer shall carefully go through the documents & prepare the required documents & 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 & upload the same in designated location of Financial Bid. The documents uploaded are virus scanned & 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 error 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**