



# MADHYAMGRAM MUNICIPALITY

P.O. : Madhyamgram

Dist. : North 24 Parganas, Kolkata - 700129

Memo No.:- MM/EO/0751/2024-25

Dated: 02/07/2024

## NOTICE INVITING e-TENDER

Tender No: - **WBMAD/MM/NIT-03e/2024-25**

Online Tenders are invited by the Executive Officer on behalf of the Madhyamgram Municipality through electronic tendering (e-tendering) for the following listed works within Madhyamgram Municipal Areas in North 24 Parganas District from eligible and resourceful Companies/Firms/Contractors having sufficient credential and financial capability for execution of works as depicted hereunder for participating in the tender.

**Table 1 :- List of works**

Sl. No.	Name of the work	Estimated amount put to tender (in Rs.)	Earnest Money (in Rs.)	Cost of Tender Documents (Applicable for the successful Contractor only at the time of formal agreement) (in Rs.)	Time for completion of work (in days)
1	Construction of a G+III Stored Residential Building of for Projapoti Bhaban at Basunagar Bazar in Ward No. 22 (2 <sup>nd</sup> Floor) under Madhyamgram Municipality.	5648316.00	112966.00	5648.00	90 Days

**Table-2 :-**

<p><b>Eligibility Criteria &amp; Documents to be produced in support of Credential for tender Part-I (Prequalification Documents):</b></p>	<p>i) Having experience and technical acumen in Executing, Construction &amp; Completion of similar nature of work with a work value not below <b>40%</b> 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. Or, Having experience and technical acumen in Executing, 2(two) similar nature of completed work, each of the minimum value of <b>30%</b> of the estimated amount put to tender during 5(five) financial years prior to the date of issue of the tender notice. In any Government Department/Board/Semi-Govt./Corporation/Statutory Authority/Undertaking etc. Or, Intending bidders should produce credentials of one single running work of similar nature which has been completed to the extent of 80% or more and value of which is not less than the desired value at (i) above (Incase of running works, only those tenders who will submit the certificate of satisfactory running work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the tender. In the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executed agency, i.e. the tenderer. (Work credential will be checked as per WBPWDorder no.03-A/PW/O/10C-02/14 dated 12.03.2015) (Copies of Completion certificate need to be submitted along with Technical Bid &amp; Bidder need to submit Work order, price schedule &amp; payment certificate issued by the competent authority, if required during technical evaluation).</p> <p>ii) Having valid GST registration certificate &amp; Latest GST Return.</p> <p>iii) Having valid PAN Card and Income tax return for last A.Y.(2023-2024) or (2024-2025) with audit B/S &amp; P/L.</p> <p>iv) Having valid EPF &amp; ESI registration &amp; Profession Tax Payment Certificate.</p> <p>v) Having valid up to date Trade License.</p> <p>vi) Scanned copy of online submitted EMD receipt.</p>
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	<p>vii) Particulars of ownership/partnership or Board of Directors pertaining to the Organization/Company/Firm.</p> <p>viii) Having last Assessment Year Audited B/S &amp; P/L</p> <p>ix) Having annual turnover not less than <b>40%</b> of amount put to tender in any of last three (3) financial years (2023-24, 2022-2023, 2021-2022) duly certified by any recognized CA.</p> <p>Other certificate if any.</p> <p>(Copies of all above mentioned documents shall have to be furnished)</p> <p>N.B- All document in original to be produced in due course of time as &amp; when asked by the TIA for verification purpose.</p>
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<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>
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<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 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>
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<b>Security Deposit &amp; other taxes:-</b>	<p>SD at a rate as per prevailing govt order i.e. <b>@ 10% will be deducted</b>; EMD @ 2% submitted during tender will be converted to <b>SD</b> and <b>rest SD @ 8 % will be deducted from each running bill</b>. All usual deductions for taxes i.e. GST, IT, and Labour welfare cess, Revenue etc. as applicable will be made from the bills time to time.</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 the actual date of completion of the work.</p> <p>c) For work with <b>three years</b> Defect Liability Period:</p> <p>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;</p> <p>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;</p> <p>d) For work with five years Defect Liability Period:</p> <p>i) No security deposit shall be refunded to the contractor for 1st 3 years from the actual date of completion of the work;</p> <p>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;</p> <p>iii) The balance 70 % of the security deposit shall be refunded to the contractor on expiry of five years from the actual date of completion of the work,</p> <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> <p>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</p> <p>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;</p> <p>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;</p> <p>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</p>
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covered by mastic work which has been designed for a period of 5 years or more, Improvement of riding quality / Strengthening of flexible pavement covered by mastic work which has been designed for a period of 5 years or more, the Defect Liability Period of the work shall be five years from the actual date of completion of the work

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

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

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

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

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

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

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

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

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

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

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.

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

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;

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.

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

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

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;

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 120calendar 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.

<b>Table-2 :- Date &amp; Time Schedule</b>		
Sl No	Particulars	Date & Time
i)	Date of uploading of NleT & Tender Documents online (Publishing Date)	04/07/2024
ii)	Documents download start date (Online)	04/07/2024 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)	04/07/2024 at 11.00 Hrs.
v)	Tender Submission closing (On line)	22/07/2024 at 16.00 Hrs.
vi)	Tender opening date for Technical Proposals(Online)	24/07/2024 at 16.00 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.

**NOTE:** As per PWD guideline vide Memo No-410-A/PW/10C-9/14 Dated-1<sup>st</sup> Dec, 2014, it has been felt that for developing new contractor credential certificate (Work Completion certificate) is not mandatory for determining his/her eligibility in the tendering process ( Technical & Financial) for value less than Rs. 5 lakh.

**EMD should not be exempted for any bidders including MSME except specific Govt order.**

**Fund:-**Development, and payment will be made based on availability of fund by the Govt.

**Additional Performance Security:** as per G.O. no.4608 F(Y) dated 18.07.2018

**Cost of Tender Documents** (Applicable for the successful Contractor onlyat the time of formal agreement): NIL

**Validity of Bid:** Not less than 120 days from bid submission closing date.

**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, 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 **05 (Five)** year. If any defect/damage is found during the period as 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).

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

##### **1. General Guidance for e-tendering:**

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. Registration of Contractors:**

Tenderers willing to take part in the process of e-tendering are required to obtain Digital Signature Certificate (DSC) from any authorized Certifying Authority (CA) under CCA, Govt of India.

(viz. nCode Solution, Safescrypt, e-Mudhra, TCS, MTNL, IDRBT ) DSC is given as a USB e-Token. After obtaining the Class 3 Digital Signature Certificate (DSC) from the approved CA they are required to register the fact of possessing the Digital Signature Certificates through the registration system available in the website.

##### **3. Eligibility for participation:**

Contractors, Registered Engineers Co-operative Societies, Consortiums and Partnership firms registered with the State Government and contractors of equivalent Grade / Class registered with Central Government / MES / Railways for execution of civil works are eligible to participate.

##### **4. Collection of Tender Documents:**

Tenders are to be submitted online and intending tenderers are to download the tender documents from the website as stated above, directly with the help of the e-Token provided. This is the only mode of collection of tender documents. Details of submission procedure are given below.

##### **5. Submission of Tenders**

###### **General process of submission**

Tenders are to be submitted online through the website as stated above. 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.

**Addenda/Corrigenda: if published.**

Note: Contractors are to keep track of all the Addendum/Corrigendum issued with a particular NIT till the bid submission ends and in general upload the downloaded copies of the above documents and merge the Addenda/Corrigenda with respective NIT in the NIT folder. , 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, overriding any other terms/conditions if mentioned anywhere else in the concerned NIT.

Completion Certificate(s) submitted by the bidder should indicate the gross value of the 100% completed work only. Completion certificates should clearly contain the Name, Designation, Address and contact no of the Officer issuing the credential.

**Penalty for suppression / distortion of facts**

If any Tenderer fails to produce the original hard copies of the documents (especially Completion Certificates and audited balance sheets), or any other documents on demand of the Tender Evaluation Committee within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression, the tenderer will be suspended from participating in the tenders on e-Tender platform of the for a maximum period of 3 (Three) years. In addition, his Earnest Money Deposit will stand forfeited to may take appropriate legal action against such defaulting tenderer.

If more than one Bidder quoted same rate and which are found lowest at the time of opening, such similar multiple rates will not be entertained / accepted. Lowest offer will be ascertained by sealed bid amongst the lowest bidder.

The Earnest Money may be forfeited if;-

- a) If the Bidder withdraws the Bid during the period of Bid validity.
- b) In case of successful Bidder, if the Bidder fails to execute formal agreement within the stipulated time period.
- c) During scrutiny, if it is come to the notice of tender inviting authority that the credential or any other Document which were uploaded & digitally signed by the Bidder are incorrect / manufactured / fabricated.

The eligibility of the Bidder will be ascertained on the basis of document submitted / uploaded & digitally signed in support of the minimum criterion as mentioned above. If any document submitted / uploaded by the Bidder is either manufactured or false the eligibility of Bidder will be out rightly rejected at any stage without prejudice and action will be taken as per stipulation of IT Rules in force.

**8** For any typographical mistake in case of Unit, Rate, Quantity, Amount, any type of nomenclature in items of Works / item itself including description etc. whatsoever as stated in BOQ, that can't be claimed during agreement or so. In that case sanctioned estimate will be binding criteria.



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