E-mail ID: - ckm.MEMARI@gmail.com

OFFICE OF THE COUNCILLORS

MEMARI MUNICIPALITY

P.O-MEMARI ۞ DIST.-PURBA BARDHAMAN

From: The Chairman / Vice Chairman

Memo No. 367/XVI/9 **Dated: 05/03/2019**

*NOTICE INVITING e-TENDER NO: **WBMAD/MEMARI/e-NIT- 03 OF (2018-19) 2End Call)***

(Submission of Tender through online)

Chargeable head-PWD (ROADS) Deposite Work

On behalf of the board of councilors, The Chairman, MEMARI Municipality, invites e-Tender (electronic tender process), to obtain a Sealed percentage rate tender, for the under mentioned works, are invited from suitable bonafide contractors for the work as per list published with this notice. The intending tenderer if found himself eligible to participate in the tender should download the detail Tender Notice along with tender document from "e-procurement/municipality" l i n k under http://wbtender.gov.in website. **The cost of Tender document and the EMD as specified in this NIT shall be paid by online internet bank transfer or NEFT or RTGS (as per GO No. 3975-F(Y) dt. 28.07.2016 of Finance Deptt., Govt. Of West Bengal).**

Every such Transfer shall be done on or after the date of publish of NIT. Any Bid without such Transfer of EM (Except exemption as per G.O.) shall be treated as informal and shall be automatically cancelled. Online transfer of Earnest Money receipt have to be uploaded as Statutory document.(Scanned copy).

In addition to uploading the scanned copy of Online t r a n s f e r o f Earnest M o n e y r e c e i p t must be submitted separately to this Municipality for cost of Tender Document and EMD in **separate sealed envelope** clearly super scribing the **NIT reference no, name of the work, name of the bidder** etc. within the following date and time specified under. Without uploading/submission of either the scanned copy of the online transfer of Earnest Money receipt, the tenders will be treated **as non-responsive.** The tenderer will have to submit their bid **on-line** in two cover/folder system containing pre-qualification document (**Technical Bid**) in one and **Financial Bid** in another. The list of important dates is also given in **Table-I** of this Notice and Standard Bidding Document **(SBD)**

The detailed tender notice along with Tender Documents and other forms is available at "e-tender/municipality" link under http://wbtender.gov.in website.

Sl No	Name of Work	Amount put to tender (Rs)	Earnest Money in Rs.	Cost of Tender Papers in/c documents	Time allowed to complete the work	Class
1	Labour cost for laying of Memari Water Supply distribution main line with 200mm dia 150mm diaand 100mm dia Duetile Iron DI pipes and specials and construction of sluice valves chamber including washing and cleaning etc all complete for shifting of the existing pipe line falling within the alignmentof the approach of the proposed RO B beyond the edge of the approach under Memari Municipality Labour cost for laying of Memari Water Supply distribution main line with 200mm dia 150mm diaand 100mm dia Duetile Iron DI pipes and specials and	**Rs. 483339.00**	**Rs 9667.00/-**	**Nill**	**60 days**	**Bonafide , Experienced at least 40% of similar nature of works and financially capable Contractor**

Chairman,
MEMARI Municipality

Memo No. 367/XVI/9 **Dated: 05/03/2019**

Copy Forwarded for information and for favour of wide circulation to:

1. The Chief Engineer, MED, Bikash Bhavan.
2. The Director, SUDA, Ilgus Bhaban, Kol-700106, Sec-IV
3. The Superintending Engineer West Circle, M. E Dte, Burdwan.
4. The District Magistrate, Burdwan.
5. The Executive Engineer, MED, Burdwan Division, Burdwan.
6. The Sub-Divisional Officer, MEMARI
7. The office Notice Board, MEMARI Municipality for wide circulation.
8. SAE Memari Municipality.

Chairman,
MEMARI Municipality

TABLE - 1

6. DATE, SCHEDULE & DESCRIPTION OF WORK:-

A. a)	Name of the work	:	Labour cost for laying of Memari Water Supply distribution main line with 200mm dia 150mm diaand 100mm dia Duetile Iron DI pipes and specials and construction of sluice valves chamber including washing and cleaning etc all complete for shifting of the existing pipe line falling within the alignmentof the approach of the beyond the edge of the approach under Memari Municipality.
b)	Eligible for submission of Tender		• **Tenderers should have Valid PAN no., GST Registration Certificate & Professional Tax Clearance Certificate.** • **Should have sufficient single experience of at least 40% for the similar nature of works.** • **Should be bonafide and financially sound contractors**
c)	Name & Address of the Engineer-in- Charge	:	**Executive Engineer, Burdwan Division, Municipal Engineering Directorate.**
d)	Price per copy of the set of Tender documents	:	**Rs. Nill.**
e)	Documents require to be submitted along with the Application for obtaining quotation paper	:	**Valid PAN No., GST Registration Certificate & Professional Tax Clearance Certificate & Income Tax Clearance Certificate together with up-to-date Income Tax return.** **Should have sufficient single experience of at least 40% for the similar nature of works.**
f)	Earnest money:-		**Earnest Money Deposit. Refer instruction in this regard stated** Earnest Money, as specified in this NIT shall be paid by online internet bank transfer or NEFT or RTGS (as per GO No. 3975-F(Y) dt. 28.07.2016 of Finance Deptt., Govt. Of West Bengal). Every such Transfer shall be done on or after the date of publish of NIT Any Bid without such Transfer of EM (Except exemption as per G.O.) shall be treated as informal and shall be automatically cancelled. Online transfer of Earnest Money receipt have to be uploaded as Statutory document.(Scanned copy).
g)	Time of completion of work	:	**60 days of issuing work Order**

B:-	**Date and Time Schedule as follows :**	:	
i)	**Date of uploading of e-NIT, and Tender Documents online (Publishing Date)**	:	11.03.2019 from 6.00 PM
ii)	**Document downloaded / sale start date (on line)**	:	11.03.2019 from 6.00 PM
iii)	**Tender submission start date (on line)**	:	11.03.2019 from 6.00 PM
iv)	**Tender submission closing date (on line)**	:	04.04.2019 AT 10.00 AM
vi)	**Tender opening date for Technical proposals (on line).**	:	08.04.2019 at 11:00 AM
vii)	**Date of uploading list for Technically Qualified Tenders (on line)**	:	Later on
viii)	**Date and place for opening of Financial proposals (on line)**	:	Later on
ix)	**Authority who recommend the Technical Bid for the Tenderer.**	:	**Tender will be checked for Pre-Qualification mentioned in point 'A(b)' of this table by the / Superintending / Executive Engineer, Municipal Engineering Directorate. Burdwan**
x)	**Work order issuing authority**	:	**The Chairman, MEMARI Municipality, MEMARI.**
xi)	**Authority for making payment to the contractor.**		**The Chairman, MEMARI Municipality, MEMARI.**

NOTE :-

1. In case of Bundh /strike /holiday etc. falls on the schedule dates as mentioned above, the same will be treated next working day of the fixed dates and time as scheduled above only for Sl. No. B) v) to viii) of Table-1.

2. Scrutiny of technical proposal and recommendation thereafter and processing of Comparative Statement for acceptance etc. will be made by Municipal Engineering Directorate, Govt. of West Bengal under the Deptt. of Municipal affairs. Comparative Statement may be forwarded to the appropriate authority depending on the value of the work as applicable as per existing norms and guidelines of similar nature of works like under UIDSSMT programme.

7. Submission of Tender:

7.1 General process of submission

Tenders are to be submitted online through the website, in two folders, at a time for each work, one is for

Technical Proposal and the other is Financial Proposal, before the prescribed date and time mentioned in Table-1.

Using the Digital Signature Certificate (DSC), the documents are to be Uploaded virus scanned and Digitally signed. The documents will get encrypted (transformed into non-readable formats).

a. Statutory Technical folder containing,

i) Application in letter headed pad duly signed in. Letter head should contain full address, telephone no. mobile no. & FAX, e-mail.

ii) Scanned copy of Earnest Money Deposit (EMD) as prescribed in the NIT against each serial of work if applicable, against in favor of the Chairman, MEMARI Municipality.

iii) Online transfer of Earnest Money receipt (Scanned copy).

iv) Notice Inviting e-Tender.

v) B O Q /Price Schedule

Note:

i. Only downloaded copies of the documents are to be uploaded,

virus Scanned and digitally signed by the contractor.

ii. If any contractor is exempted from payment of EMD, copy of relevant Government Order needs to be furnished.

iii. Tenders will be summarily rejected if any item in the statutory cover is missing.

iv. Necessary deduction i.e. GST, S.T. I.T. CESS etc. will be made as per relevant Govt. order.

b. Non-Statutory Technical cover containing,

i. Up to date Professional Tax (PT) Clearance receipts, IT PAN Card & Income Tax Return receipts valid up to the date of opening of the tenders. Valid application for such clearance addressed to the competent authority may also be considered, if necessary.

ii. GST Registration Certificate

iii. Organizational Structure,

iv. Previous Experience Certificate.1

THE ABOVE STATED NON-STATUTORY TECHNICAL DOCUMENTS SHOULD BE ARRANGED IN THE FOLLOWING MANNER

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

Sl. No.	Category Name	Sub Category Description	Details
A.	CERTIFICATES	CERTIFICATES (ALL CERTIFICATE SHOULD BE UP TO DATE)	1. GST Registration Certificate 2. PAN Card 3. P Tax (CHALLN) 4. Income Tax Return receipts 5. Pre-Qualification Application (Form I)
B.	COMPANY DETAILS	COMPANY DETAILS	1. Proprietorship Firm (Trade License) 2. Partnership Firm (Partnership Deed, Trade License) 3. LTD. Company (Registration Certificate, Trade License) 4. Co-Operative Society (Society Registration Certificate) Bye Laws, up to date Audited Balance Sheet. 5. Power of Attorney (Registered)
C.	CREDENTIAL	Credential	1. Completion Certificate for Similar Nature of Work Done (refer clause 6. A(b).

9. Financial Proposal

i) Financial proposal should contain the following documents in one folder i.e. Bill of quantities - (BOQ) the tenderer is to quote the rate (for individual item separately) online.

ii) Only downloaded copies of the above documents are to be uploaded virus Scanned & digitally signed by the contractor.

10. Penalty for suppression / distortion of facts :

If any tenderer fails to produce the original hard copies of the documents uploaded or any other documents on demand of the Tender Inviting Authority within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression, the tenderer will be suspended from participating in the tenders on e-Tender platform for a period of 3 (Three) years. In addition, his user ID will be deactivated and Earnest Money Deposit will stand forfeited. Besides, the Chairman, MEMARI Municipality may take appropriate legal action against such defaulting Tenderer. The authority may ask to show hard copies of all certificates, company details, partnership deeds etc. etc. as uploaded by the Tenderer and allied papers in connection with this tender as and when necessary for verification purpose as per convenience of the authority during processing of this tender.

11. Rejection of Tender

The employer (Tender accepting authority) receives the right to accept or reject any Tender and to cancel the quotation process and reject all quotations at any time prior to the award of contract without thereby incurring any liability to the affected Tenderer or any obligation to inform the affected tenderer of the ground for employer's (Tender accepting authority) action.

Chairman,
MEMARI Municipality.

Other Important Terms & Conditions:-

A) The detailed N.I.T, documents and other relevant particulars may be seen by the intending quotationers during office hours within the date mentioned above in the office of the Councilors, MEMARI Municipality.

B) The materials are to be supplied in accordance with the specification of the B.O.Q of the MEMARI Municipality who would issue the Work order as per the terms and conditions as laid down hereunder and the payment will be made by them as per the actual materials supplied with entire satisfaction of those authorities. Deduction @ 10% of the Gross amount of the bill will be made as security deduction against work done value and the same will be returned to the agency after 1 (one) year from the date of actual work done subject to fulfillment of the conditions applied. Work order shall be issued by the Chairman, MEMARI Municipality who will take supply of the pipe and payment will be made by him.

C) If the agency fails to do the work as per the agreement with the municipality, penal action in the form of forfeiture of earnest money and or security deposit money, as decided by the authority, will be imposed on the agency and the decision of the authority will be conclusive and binding. In this respect, the Chairman, MEMARI Municipality shall be empowered to invoke the Earnest Money deposited in favour of him.
No price escalation, in any form, within the contract period will be entertained.

D) If any work executed by the agency with under specification the same will have to be replaced, as per the specified specification, by the agency at their own cost without any claim within 7 (seven) days (or as suggested by the authority). In case of failure to do so the authority shall have the right to recover the whole damage amount from the contractor. In this regard the claim will be ascertained by a competent State Government authority as per the decision of Municipal authority.

E) The rate quoted should be inclusive of all cost of transportation, loading, unloading, staking at site within any municipal area of the State of West Bengal, and all Taxes, GST, etc. what so ever.

F) Deduction viz (i) ST (ii) IT or any other taxes, due as per rules, will also be deducted from the bill of the agency.

Successful Bidder shall have to make an agreement (in three copies) with the MEMARI Municipality, in the prescribed pro-forma by depositing AS PER GOVT NORMS for cost of each tender form in cash stating that the agency is agreeable to execute the work as and when require (as per the rates quoted and terms and conditions laid down in the quotation papers) to the Municipality with in the Municipal/Adjoining areas (as the case may be).

1. Regarding tender for Technical & financial The Decision of Superintending Engineer of Municipal Engineering Directorate (Western Circle) / Chairman of MEMARI Municipality shall be final & binding on the applicants in this regard.
2. The authority reserves the right to accept or reject any or all offer without assigning any reason.

Chairman,
MEMARI Municipality.

GENERAL TERMS AND CONDITIONS OF CONTRACT

1. ***Definitions and Interpretations***

The following words and expressions used in this Sections as also in the other Sections of these Bid documents shall, unless there is anything repugnant in the subject of context, have the meaning hereby assigned to them except where the contract otherwise refers.

i) ***"Approved"*** means approved in writing including subsequent written confirmation of any previous verbal approval and approval means approval in writing including as aforesaid.

ii) ***"Contractor"*** means the persons or person, firm or companies whose bid has been accepted and who have entered into the contract for the performance of the work.

iii) ***"Contractor Equipment"*** means all appliances and things of whatsoever nature (other than temporary works) required for execution and completion of works and remedying of any defects, therein. But does not include plant, materials or other things intended to form or forming part of the permanent works.

iv) ***"Contract Price"*** means the sum as stated in the letter of acceptance as payable to the Contractor for execution and completion of the work and fulfillment of all obligations as specified in the Contract document, subject to such addition thereto or deductions there from as may be made under the provisions of the contract documents.

v) ***"Cost"*** means all expenditure properly incurred or to be incurred whether on or of the site including overhead and other charges properly allocable there to but does not include any allowance for profit.

vi) ***"Days"*** are calendar days.

vii) ***"Drawings"*** means all drawings calculations and other technical information of like provided by the engineer to the contractor under contract and all drawings, calculations, samples, patterns, models, operation and maintenance manuals and other technical information of like nature submitted by the contractor and approved by the Engineer.

viii) ***"Employer"*** means Municipal Authority / Municipal Engineering Directorate as the case may be.

ix) ***"Executive Engineer"*** and ***"Assistant Engineer"*** mean Engineer Officers of the Municipal Authority / Municipal Engineering Directorate.

x) ***"Engineer in charge (EIC)"*** means the Executive Engineer of concerned Division of MED in respect of that municipal town or the authorized representative of the concerned Local Body.

xi) ***"Ground Level"*** means the level of the referred point of exposed surface of the ground as indicated in the drawing.

xii) ***"Holiday"*** means a public holiday for the purpose of section 25 of the Negotiable Instrument Act, 1881 or such other day on which the office remains closed for the day.

xiii) ***"Month"*** means English calendar month.

xiv) ***"Site"*** means the place provided by the Municipal Authority / MED where the works are executed and any other place as may be specially designated in the contract as forming part of the site.

xv) ***"Specification"*** means specifications referred to in the Bid and any modification thereof or addition thereto as may from time to time be furnished or approved in writing by the Engineer-in-charge.

xvi) ***"Store"*** means such storage areas including Go-down.

xvii) ***"Temporary Works"*** means all temporary works of any kind required in or about the execution, completion or maintenance of the work. Permanent works means the permanent to be executed, maintained in accordance with the contract.

xviii) ***"Tender"*** means the person or persons, firm or company submitting a tender for the work contemplated either directly or through a duly authorized representative.

xix) ***"Tests"*** mean such as are prescribed by the specifications or considered necessary by the Engineer-in-Charge.

xx) ***"Writing"*** means any handwritten, typewritten, printed communication including telex, cable and facsimile transmission.

xxi) ***"Supply"*** supply at site within Municipal town of West Bengal.

xxii) "***Agency"*** means the tender whose rate shall be accepted and supply order issued.

xxiii) ***"Authority"*** mean the Chairman/Mayor of the municipality/corporation /the Executive Engineer of Municipal Engineering Directorate as the case may be.

xxiv) ***"Godown"*** means delivery place of pipe materials with in any municipal area of West Bengal.

xxvi) ***"Supplier/ supplier"*** same as Agency

xxvii) ***"Contractor"*** same as Agency

xxviii) ***"Tendered"*** same as Agency

TERMS AND CONDITIONS

1) The price offered should remain valid within a period of one year from the date of agreement (i.e. one year) and no escalation of price shall be allowed in any event.
2) The quoted offer rate in Tender must be valid for one year from the date of agreement. The Tender inviting authority reserves the right for seeking extension of validity of offered rates from the successful Tenderers; acceptance of such request during actual offer is optional to the offerers.
3) Time being essence of execution, execution must be completed within stipulated time as to be given in the work order.
4) If any part or whole execution is found defective after execution of the same are to be rectified at free of cost within seven days.
5) If any Tenderer withdraws his offer within the validity of the Tender Period without giving any satisfactory explanation for such withdrawal, Tenderer shall be disqualified for participation in any Tender to any Corporation/ Municipality / M.E. Dte for a minimum period of one year within the State of West Bengal.
6) The participating tenderers shall have to produce earnest money in form of Bank Draft in favour of Chairman, MEMARI Municipality (pl. refer Table 1) . After successful execution of work orders during the contract period and the expiry of security period (One year from the date of completion of supply in all respect) of all the supplies made to the Municipality without any objection or complaint the Security Deposit (S.D @ 10%) will be released. In this regard the agency shall have to obtain a No-objection Certificate from the Executive Engineer of the concerned MED division. The agency shall have to inform the concerned Executive Engineer, MED time to time about the quantity, quality and particulars of work order received by them, schedule of date of supply, execution and actual date of execution or supply, etc. or any other related information as will be desired by authority.
7) A security deposited equivalent to 8 (Eight) percent of the total value of work shall be deducted from the bill(s) which will be released after the schedule security period.
8) The Contractor is to complete the work on or before the dates mentioned in the work order, failing which he shall be bound to pay or allow one per cent on the total amount of the work for everyday not exceeding ten days that the contractor shall not exceed the time for execution of and by way of liquidated damages, provided however that Mayor / Chairperson of Municipal Corporation / Municipality may at his discretion reduce in such cases as he/she may think fit. The said amount to such smaller amount as he/she may decide and his/her decision in writing in that respect shall be final.

9) In every case in which the payment or allowance mentioned in the above clause shall have incurred for ten consecutive days, the Mayor / Chairperson of Municipal Corporation / Municipality shall have power either to annul the Supply altogether, or have supply completed without further notice at the tenderers risk & expense as he/she may deem best suited to the interests of the authority and the tenderer shall have no claim to compensation for any loss that he may incur in any way.

10) If the supply or execution of the materials or works is hindered due to the reason beyond the control of the contractor so as to necessitate extension of the time allowed in this tender he shall apply in writing to Mayor / Chairperson of Municipal Corporation / Municipality who shall grant it in writing if reasonable ground be shown for it and without such written authority of the Mayor / Chairperson of Municipal Corporation / Municipality applied for and obtained prior to the expiry of the original date provided for in the agreement, the Supplier shall not claim exemption from the final leviable under clause 2.

11) The contractor shall give notice to Mayor / Chairperson of Municipal Corporation / Municipality of his intension for making delivery of materials and on the material being approved, a receipt shall be granted to him by the Mayor / Chairperson of Municipal Corporation / Municipality or his authorized representatives and no material will be considered as delivered until so approved. A photocopy of the above should be submitted to the concerned Executive Engineer, MED for his information.

12) On the completion of the delivery of materials the contractor shall be furnished with a certificate to that effect but the delivery will not be considered complete until the tendere shall have removed all rejected materials and shall have the approved materials stacked or placed in such position as may be pointed out to him.

13) The materials are of the best description and in strict accordance with the specification, and the Supplier shall receive payment for such materials only as are approved and passed by Mayor / Chairperson of Municipal Corporation / Municipality.

14) In the event of the material being considered by Mayor / Chairperson of Municipal Corporation / Municipality to be inferior to that described in the specification the tenderer shall on demand in writing, forthwith remove the same at his own charge and cost and in the event his neglecting to do so within such period as may be stipulated by Mayor / Chairperson of Municipal Corporation / Municipality may have such rejected materials removed at the Supplier's risk and expense, the expense incurred being liable to be deducted from any sums due, or which may become due to the Supplier.

15) If the tenderer or his work-people break or deface any building, road, fence enclosure or grass land or cultivated land, be shall make good the same at his own expense and in the event of his refusing or failing to do so, the damage shall be repaired at his expense by the Mayor / Chairperson of Municipal Corporation / Municipality, who shall deduct the cost from any sums due, or which may be become due to the tenderer.

16) Tender shall supply at his own expense all tools, plant and instruments required for the due fulfillment of his execution and the materials shall remain at his risk till the date for final execution unless it shall have been in the

meantime removed for use by Mayor / Chairperson of Municipal Corporation / Municipality.

17) The Tenderer shall not sublet without specified order from authority in respect of a specified sub-tenderer. In the event of the tenderer subletting his Supply or execution without such permission, he shall be considered to have thereby committed a breach of agreement and shall forfeit his security deposit and shall have no claim for any compensation for any loss that may have collected or engagement entered into.

18) The decision of the concerned Superintending Engineer, MED shall be final binding and conclusive on all question relating to the meaning of the specification.

19) The Mayor / Chairperson of Municipal Corporation / Municipality shall have power to make any alteration in, omissions from, additions to or substitution for the original specification, drawings, designs and instructions, that may appear to him to be necessary or advisable during the course of execution of the works and the tenderer shall be bound to execute the works in accordance with any instructions which may be given to him in writing signed by the Chairperson MEMARI Municipality and such alterations, omissions, additions or substitutions shall not invalidate the works and any altered addition or substituted materials which the tenderer may be directed to supply in the contract in the manner above specified as part of the work shall be supplied or executed by the tenderer on the same conditions in all respect on which he agreed to do the main work, and at the same rates as are specified in the tender for the main work.

Chairman,
MEMARI Municipality.
MEMARI

GENERAL RULES AND DIRECTION FOR GUIDANCE OF TENDER/SUPPLIERS

1. ***Responsibility and Power of Engineer-in-charge and his representative***

The Engineer-in-Charge or his representative shall monitor the supply position. He shall have authority to stop the work whenever such stoppage may be necessary to ensure proper execution of the contract. He shall have authority to reject any materials supplied which do not conform to the contract documents.

The Engineer-in-Charge or his representative shall have the power of inspection of all the materials supplied under this contract. In order that inspection services may be provided the contractor shall keep the Engineer-in-Charge or his representative posted regarding inspection & dispatch schedules.

All supplied items in pursuance of the contract shall at all times be open to the inspection of Municipal Authority / Municipal Engineering Directorate and its representatives. The contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the contractor either himself be present to receive orders and instructions or have responsible agent duly accredited in writing present for that purpose.

2. ***Disruption of Progress***

The contractor shall give written notice to the Engineer-in-Charge/Chairperson of the Municipality /Mayor of the Corporation, as the case may be regarding the delay in supply of items or unless any further approval or order including a direction, instruction or approval is issued by the Engineer-in-Charge /Chairperson of the Municipality /Mayor of the Corporation, as the case may be within a reasonable time. The notice shall include details of the items that are to be supplied or order required and of why and by whom it is required.

3. ***Contractors General Obligations and Responsibility***

The contractor shall, subject to the provision of the contract, and with due care and diligence maintain the supply and provide all labour, including the supervision thereof, materials, and all other things, whether of a temporary or permanent nature, required in and for such maintenance, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the contract.

4. ***Programme of Supplies***

The contractor shall furnish within a fortnight from the date of order the followings:

a) Confirmation of the quantity of supply of items to be delivered.
b) Delivery schedule of the ordered materials

5. ***Contractors to arrange all Labour : Materials : Tools & Plants***

Unless otherwise specifically provided for in the schedule of materials attached to the bid, all materials supplied shall be approved type and as per specifications and shall be procured, brought at site and stored by the contracting firm at his cost and risk.

The rates quoted for the items shall be inclusive of all costs of materials, labour transportation, and storage. The rates shall also cover all taxes viz. Sales tax, any local taxes, duties etc that are payable by the firm under the law of the land. Statutory increase on such elements, if any during the period of contract shall not be paid extra.

6. ***Loss and Damage***

Neither the Municipal authority nor the Engineer-in-Charge or his representative shall be answerable and accountable in any manner for any loss or damage that may happen to the supplied materials or other things used in the performing the supply work, or for injury to any person, either a workman or any member of the public, or for damage to any property for any cause which might have been provocated by the contractor. The contractor shall properly guard against all these injuries or damages to persons or property resulting from his operations under this contract at any time before issuance of the certificate of completion of supply. He shall indemnity and save harmless the authority from all suits or actions of every description brought for, on account of, any injury or damage received or sustained by any person or persons by

reason of the material supply work, negligence in guarding the same, the use of improper materials or of any act of omission or deviation from the contract.

7. ***Supervision of Work***

The Engineer-in-Charge or his representative shall have the power at any time from time to time by notice to the contractor to delay or suspend the progress in supply of items during unsuitable weather for any other adequate reasons and on receipt of such notice, the contractor shall forthwith suspend further progress of supply work until further notice from the Engineer-in-Charge.

The contractor shall recommence supply work immediately on receiving a notice to do so from Engineer-in-Charge. The whole or any part of the time lost for such delay or suspension shall, if authority in its absolute discretion thinks fit but not otherwise be added to the time allowed for, completion of supply of items. But the contractor shall have no claim to extra payment or compensation whatsoever on the grounds of above delay.

8. ***Employer's right to terminate contract***

If the contractor should be insolvent or bankrupt, (or in case the contractor is a company, it goes into voluntary or judicial liquidation) or he should make a general assignment for the benefit of his creditors or a receiver should be appointed on account of his insolvency, or he should persistently or repeatedly refuse or should fail, except in cases for which extra of time is provided, to supply enough proper materials, in order to maintain progress according to the progress of supply work, or he should fail to make prompt payment to labour contractors if any, or for materials or labour, or he should positively by laws, ordinance or the instruction of the Engineer-in-Charge or otherwise be guilty, of a substantial violation of any provision of the contract after giving the contractor seven days written notice terminate the employment of the contractor.

9. ***Supplementary Specification***

Whenever reference is made in these documents to certain special specifications, the reference shall be construed to include all subsequent amendments, changes or additions that are published and in effect at the date of signing of this contract.

The authority reserves the right to issue additional conditions, specification etc if necessary which will be incorporated with bid documents already sold to bidders for the purpose of the work.

10. ***Employer's right to split package***

The authority reserves the right to split the package and accept or reject any part of the offer from the scope of supply work without assigning any reason.

11. ***Payments and Certificates***

Payment for the supplies by the contractor will be based on measurements recorded at the receipt of the materials at site. The contractor or his authorized agent or representative shall be present at the time of recording of each set of measurements and sign the measurement book.

If for any reason the contractor or his authorized agent is not available, and the work is suspended by the engineer-in-Charge to avoid recording of measurements during the absence of the contractor or his authorized representative, the authority shall not entertain any claim from the contractor for any loss incurred by him on this account. If the contractor or his authorized agent or representative does not remain present at the time of such measurements after the contractor has been given a three day notice in writing, such measurements may be taken in his absence and shall be deemed to be accepted by the contractor.

12. ***Insurance of Works, etc***.

Without limiting his obligations and responsibilities, the contractor shall insure in the name of the Corporation/Municipal Authority and the contractor against any loss or damage from whatever cause arising for which he is responsible under the terms of the contract and in such manner that the Corporation/Municipal Authority and contractor are covered for the period of supply as well as during the period of maintenance for loss or damage arising from a cause, and for any loss or damage occasioned by the contractor in the course of any operations carried out by him for the purpose of complying with his obligations as follows:

The works for the time being executed to the estimated current contract value thereof together with the cost of

materials supplied by the Municipal Authority free of cost.

Such insurance as mentioned above shall be affected with an insurer and in terms approved by the Corporation/Municipal Authority. The contractor shall bear the cost of all such insurance and whenever required, produce to the Engineer-in-Charge or his representative the policy or policies of insurance and the receipts for payment of the current premiums.

13. ***Notification of Insurer***

It shall be the duty of the contractor to notify the insurers under any of the insurances referred any matter or count which by the terms of such insurances are required to be notified and the contractor shall indemnify and keep indemnified the Corporation/Municipal Authority against all losses,

claims, demands, proceedings, costs charges and expenses whatsoever arising out of or resulting from any default by the contractor in complying with the requirements of this sub-clause whether as a result of the avoidance of such insurance or otherwise.

14. ***All insurance at contractor's cost***

The insurances referred to in this bid document shall be entirely at the cost and expenses of the contractor.

15. ***Remedy on contractor's failure to insure***

If the contractor shall fail to effect and keep in force the insurance referred to clauses hereto, or any other insurance which he may be required to effect under the terms of the contract, then and in any such case may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time and deduct double the amount so paid by the Municipal Authority as aforesaid from any moneys due or which may become due to the contractor or recover the same as a debt due from the contractor.

16. ***Idle Labour***

No claim for idle labour would be entertained under any circumstances

17. ***Inspection Facilities***

The contractor shall provide necessary facilities for inspection of the supplied items for quality control by the Engineer and for the purpose of carrying his instructions as may be recorded in writing in site Order Book.

18. ***Labour Act***

The contractor should obtain the license under the provision of the contract labour (Regulation and Abolition) Act 1970 and contract labour (regulation and Abolition) general rules, 1971 including the provisions of amendments made there under of the same to the office of the Executive Engineer within ten days after formal agreement.

The successful bidder whose bid will be accepted shall either personally deliver the license form in triplicate to the licensing officer of the area in which the establishment in relation to which the contractor is selected for the job. The application form in Form IV shall be forwarded along with Form V, which may be available from the EIC of the concerned Division /Chairperson of the Municipality /Mayor of the Corporation, as the case may be.

19. ***Language for Correspondences***

The bid and all correspondence and documents related to the bid exchanged by the bidder and Municipal Authority shall be written in English language. Supporting documents and printing literature furnished by bidder may be another language provided they are accompanied by an accurate translation of the relevant passages in English. For the interpretation of the bid, the English translation shall prevail.

20. ***Contractor's Local Address***

The contractor shall furnish the postal address of his site office. Any notice or instruction to be given to the contractor under the terms of contract shall be deemed to have been served if it has been delivered to his authorized agent or representative of site or sent by registered letter to the site office or to the address.

21. ***Precedence of Contract Documents***
If any stipulation indicated in any component of contract documents be at variance in any respect with those in the other, the decision of the Superintending Engineer will stand final and binding.

22. ***Time of Completion***
The entire supply work as per schedule and specification shall be completed within stipulated time from the date of issue of work order.
The period of completion given includes the time required for mobilization and testing as well, rectification, if any, retesting and completion in all respects to the entire satisfaction of the Engineer-in-Charge including the monsoon season.

This is the essence of this contract and the allotted supply work must be complete within the specified time. Extension of time will not be granted except in very exceptional circumstances beyond the control. This clause of extension of time will have precedence over any other similar clauses if they are at variance with penalty for non-complete of the supply work in time as indicated elsewhere.

23. ***Action for non-completion***
Failure to comply with above conditions and specifications will result in the Municipal Authority taking action at the risk and cost of the contractor. Submission of the bid binds the contractor for complying with requirements of the above conditions and specifications without any extra payment on any account.

24. ***Arbitration***
If the contractor claim that the decision or instruction of the Municipal Authority/ Engineer-in-Charge are unjustified or beyond contractual agreement that accordingly he is entitled to extra payment on account thereof, he shall forthwith notify this to the Municipal Authority/ Engineer-in-Charge to record his decisions and reasons therefore in writing and shall within two weeks state his claim in writing to Municipal Authority/Engineer-in-Charge, the Municipal Authority/ Engineer-in-Charge shall thereafter reply to the points raised in the claims. Unless resolved by negotiation or discussion, the question on liability for such claims will be treated as dispute.

The decision of the concerned Superintending Engineer, Municipal Engineering Directorate shall be final conclusive and binding on all parties to the contract upon all question relating to the meaning of specification and instructions and as to the quality of workmanship or materials supplied for any matter arising out of or relating to the specification and instructions concerning the supply work or a failure to execute the same arising during the course of works. The above shall not be the subject matter of dispute or arbitration and in any case shall the supply work be stopped consequent on such a dispute arising and the supply work shall also be carried out by the contractor strictly in accordance with the instruction of the concerned Superintending Engineer.

In any case dispute arising on matters other than clauses mention above shall be referred to the interpretation, decision and award of an arbitrator. The provision of the Indian Arbitration Act and rules there under with statutory modification thereof shall deem to be incorporated in this contract.

The contractor shall no delay in carrying out supply works in such matter, question or dispute being referred to arbitration but shall produce with the supply work with all due diligence and the contractor shall not be relieved from his obligation and commitment of completing the supply work and shall adhere strictly to the instruction of the Engineer-in-Charge with regard to the actual carrying out of the supply work.

In case of any arbitration, the award shall be a speaking one, that is the arbitrator or the umpire as the case may be shall recite facts and assign reasons in support of the award after discussion fully the claims and contentions of the parties.

25. ***Terms of Payment***
Payment will be made only after receiving the pipe materials as per stipulated terms and condition laid down in the agreement and acceptance of material at site after deducting security deposit as stated in clause above and other statutory deduction.

26. ***Deduction of Tax***
Deduction of sales Tax, Income Tax, and any other taxes are payable as per prevailing tax laws at the prescribed rate at the time of making payment to the contractor.

27. ***Typographical Error***
Typographical errors deducted or pointed out are subject to corrections by the Quotation Inviting Authority. No benefit can be derived by any party on account of such error.

28. ***Completion Certificate***
Municipal Authority/ Engineer-in-Charge will issue certificate of completion of supply work when all supply works or otherwise undertaken have been completed in all respect.

30. In the event of the Quotation, being submitted by a Partner Firm, it must be signed separately by each member thereof, or, in the event of the absence of any partner, it must be signed on behalf by a person holding a Power-of – Attorney authorizing him to do so.

31. Receipts for payment made to a Firm must be signed by the several partners except in the case of well-known and recognized firm and except where the Suppliers are described in their Quotation or Supply as a firm.

32. All Tenders received will be opened by the ***Municipal Authority*** in the presence of tenderers who may be at the office at the time.

33. The authority reserves the right to reject any or all of the tenders without assigning any reason and to accept any tender in whole or in part.

34. The tenderer has to quote the rates in % (Percentage) both in figures and words against the work for execution of a Rate-contract Agreement which should be valid for 1 (one) year from the date of the agreement.

35. Works shall be completed in all respect within stipulated time frame after the work order is placed.

Chairman,
MEMARI Municipality.
MEMARI

ANNEXUTRE- I

QUESTIONNAIRE TO BE FILLED IN AND SUBMITTED WITH THE TENDER

QUESTIONNAIRE IN GENERAL

Tenderer shall fill in the questionnaire and upload copy of his offer. This information is required in this form to facilitate tender processing even though it may duplicate the information presented elsewhere in this offer. This data shall form a part of the contract with the successful tenderer.

The questionnaire does not supersede instructions in the tender documents relating to the description and other information to be submitted with the offer for a complete understanding of the items offer.

1.0	**General**	**:**	
1.1	**Tenderers name and address (Telephone no., fax no., e-mail address)**	**:**	
1.2	**Tender no. and date**	**:**	
1.3	**Name of contact person**	**:**	
1.4	**Previous experience and present workload**	**:**	
1.5	**Time schedule of completion of supply work**	**:**	
1.6	**Tenderers organization chart (to be enclosed by the Tenderer)**	**:**	
1.7	**Details of branch and site offices, divisions etc**	**:**	
1.8	**Annual turnover Rs.**	**:**	

…

ANNEX II

QUESTIONNAIRE TO BE FILLED IN AND SUBMITTED WITH THE TENDER

Financial year	Annual turnover in Indian Rupees		
	Execution of Similar Works	Others	Total
1	2a	2b	3

The following supporting documents should be enclosed:

1. Annual Report
2. Audited Balance Sheet
3. Auditor's certificate indicating Average Annual Turnover
4. Certificate from any authority other than the Auditor shall not be accepted
5. All supporting documents submitted shall be either in original or authenticated.

ANNEXTURE- III

DECLARATION BY THE TENDERER – I

(Affidavit to be affirmed on a non Judicial Stamp paper of Rs. 10/- and enclosed with the Tender Documents which is required to be mentioned in the forwarded letter of the Tenderers as required to be submitted)

To
The Chairman,
MEMARI Municipality,
MEMARI.

Sub.:-

Dear Sir,

I, ……. Son of …….. aged about

…….. years by occupation …… do hereby solemnly affirm and say as

follows :

1. That I am the …….. of …….. (designation) (Name of Tenderer) and duly authorized by a competent to affirm this affidavit on behalf of the said Tenderer.

2. that I am fully aware of the sites of the work covered under NIT No……. and have made myself fully acquainted with the local conditions in or around the site of work, I have also carefully gone through the Notice Inviting Tender and Tender Documents mentioned therein. Tender of the above named tenderer is offered upon due consideration of all factors and if the same is accepted, I, on behalf of the aforesaid tenderer being duly authorized promise to abide by all the covenants, conditions and stipulations of the contract documents and to carryout & complete the supply work to the satisfaction of the Engineer-in-Charge of the work and abide by his instructions as may be given by him from time to time in that behalf. I also undertake to abide by the provisions of law including the provisions of contract labour (Regulation & Abolition) Act, 1970, Apprentice Act, 1961, west Bengal Sales Tax Act, Income Tax Act as would be applicable to the Tenderer upon entering into formal contract with Municipal Authority.

3. That I declare that no relevant information as required to be furnished by the tenderer has been suppressed in the tender documents.

4. That the statement made in paragraph no. 1 to 3 is true to my knowledge.

Solemnly affirmed by the

Said ……

Deponent Before me

ANNEXURE- IV

DECLARATION BY THE TENDERER – II

To
The Chairman,
MEMARI Municipality,
MEMARI .

Sub.:-
.

Dear Sir,

We offer our Tender for the above project, in the capacity of the tenderer for the project we declare that we are interested in earnestly accomplishing the project, should you select us for this purpose.

If selected, we understand that it is on the basis of the organizational, technical, financial capabilities and experience of us as specified in the tender document. We understand that the basis of our qualification proposal, and that any circumstance affecting out continued eligibility under the Qualification Proposal, or any circumstance which would lead or have lead to our disqualification under the Qualification Proposal, shall result in our disqualification under this process.

We understand that you are not bound to accept any or all proposal(s) you received.

We declare that we have neither entered into nor are party to (whether by conduct or by acquiescence) any restrictive trade practice or sub-contracting arrangement or collective arrangement with any other person or entity including the other tenderer for the Project, in connection with the preparation and / or submission of the proposal for the Project.

We undertake that, in competing for (and, if we are selected, in working) the Project Agreements, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We declare that we have disclosed all material information, facts and circumstances to you, which would be relevant to and have a bearing on the evaluation of our proposal and selection.

We declare that in the event that you discover anything contrary to our above declarations, it is empowered to forthwith disqualify us and our proposal from further participation in the process.

Yours faithfully,

Authorized Signature
Name & Title of Signatory

Name of Quotationer :

Address :

Annexure V

FORMAT OF BANK GUARANTEE

In consideration of Corporation/Municipality represented by the Mayor/Chairperson/Chief Executive Officer/Executive Officer, having agreed to accept, under the terms and conditions of an agreement dated made between and for Laying of Pipe Line in Distribution system in Zone 1 or 2 for Water Supply Scheme of MEMARI Municipality

for the due fulfillment by the said Tenderer of the terms and conditions contained in the said agreement a bank guarantee for Rs. (Rupees) only, we (indicate the name of Bank and branch) (hereinafter referred to as the "Bank") do hereby undertake to pay to ……. Corporation/Municipality an amount not exceeding Rs. (Rupees) only against any loss or damage cause to or suffered or would be caused to or suffered by …….. Corporation/Municipality and / or the users of the said works (hereinafter collectively called as "Beneficiaries") by reason of any breach by the said tenderer of any of the terms or conditions contained in the said agreement, inclusive of failure on the part of the tenderer for replacement of defective pipes within the time limit.

2. we (indicate the name of Bank and branch) do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from MED starting that the amount claimed is due by way of loss or damaged cost to or would be caused to or suffered by ……. Corporation/Municipality/beneficiaries by reason of any branch by the said tenderer of any of the terms and/or conditions contained in the said agreement inclusive of failure of the part of the tenderer for replacement of defective works within the time limit. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this to pay guarantee shall be restricted to an amount not exceeding Rs. (Rupees) only.

3. we undertake to pay ……. Corporation/Municipality any amount so demand notwithstanding any dispute or disputes raised by tenderer in any suit or proceedings pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment there under and the tenderer shall have no claim against us for making such payment.

4. we (indicate the name of Bank and branch) further agree the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of ……. Corporation/Municipality under or by virtue of the said agreement has been fully paid and its claim satisfied or discharged or till ……. Corporation/Municipality certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said tenderer and accordingly discharges this guarantee.

Signature of Tenderer	Signature of Tender Inviting Authority	Signature of Tender Accepting Authority

Signature Not Verified
Digitally signed by ATANU BANERJEE
Date: 2019.03.06 13:51:23 IST
Location: West Bengal