



MADHYAMGRAM MUNICIPALITY

P.O. : Madhyamgram

Dist. : North 24 Parganas, Kolkata - 700129

MemoNo.: -MM/EO/2453/2023-24

Dated: 18/12/2023

NOTICE INVITING e-TENDER

TenderNo:- WBMAD/MM/NIT-28e/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.

Table1:-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 p.c.c. road from h/o, Santanu Bhattacharjee to h/o, Aloke Chowdhury at Palashi para, from h/o Khokan to h/o, Aidullah at Natun pally, from h/o, Haru Mallick to h/o, Monotosh Dhalia to Nadibhag in ward no. 01 under Madhyamgram Municipality.	471344.00	9427.00	500.00	30 Days
2.	Construction of a p.c.c. road from h/o, Manu to h/o, Golam Mosthapa at Molla para and different places in ward no. 01 under Madhyamgram Municipality.	431105.00	8622.00	500.00	30 Days
3.	Construction of p.c.c. Road from h/o, Palash Sarkar to h/o, Tarak Das at Digberia Saileshnagar-2, and different places in ward no. 02 under Madhyamgram Municipality.	324006.00	6480.00	400.00	30 Days
4.	Construction of p.c.c. Road from h/o, Yamin Alit to h/o, Abdur Ali at Digberia Dakhin para, from h/o, Hematto to h/o, Enatalia at Digberia purbapara and different places in ward no. 02 under Madhyamgram Municipality.	414793.00	8296.00	500.00	30 Days
5.	Construction of B.F.S. Road from h/o, Jiten Hazrat to h/o, Khokan Ballat Sibtala, and different places in ward no. 03 under Madhyamgram Municipality.	298305.00	5966.00	300.00	30 Days
6.	Construction of p.c.c. Road from h/o, Gopal to h/o, Idris Ali at Abdalpur, from h/o, Bhutto to at Patuli Morol para and different places in ward no. 03 under Madhyamgram Municipality.	321154.00	6423.00	400.00	30 Days
7.	Construction of a p.c.c. Road from h/o, Atiar to Gita Medical at Najrul Sarani, from h/o, Narayan Das to h/o, Uttam Sarnakar, from h/o Ratan Dey to h/o, Kartick Talukder at Saroda pally and different places in ward no. 05 under Madhyamgram Municipality.	317795.00	6356.00	400.00	30 Days

Table1:-Listofworks					
Sl. No.	Nameofthework	Estimated amountput to tender (in Rs.)	Earnest Money (inRs.)	CostofTender Documents (ApplicableforthesuccessfulContractoronlyatthetimeofformalagreement) (inRs.)	Time for completionof work (indays)
8.	Construction of a p.c.c. RoadfromSibu buildersto h/o, Krishna Sarkar , drainnear h/o, Ganesh Paul , road from h/o, Ashoke Biswasto h/o, NakulGhosh, drain near Eye Clinicat Purbachall , Construction of a p.c.c. Road fromh/o, SambhuPanda to h/o,TanmayBiswasat GhoshParainwardno.05under MadhyamgramMunicipality.	409527.00	8191.00	500.00	30 Days
9.	Construction of C.C Road from H/o Chitta Karmakar to Badu Road (Bus Stand), H/o Bappa Karmakar to Namita Paul (Badu Road), H/o Anup Bashak (Machh Bazar)to Maa Jeweller's, from Gandagali (Sholo foot) to H/o Chandrakanta, H/o Sukumar Mondol (Sholo foot Gari Garage) toKanak Debnath, H/o Sukumar Paul (Basu Mudir Dokan) to Bikash Poddar in Ward No.-06 under Madhyamgram Municipality.	921231.00	18425.00	1000.00	30 Days
10.	Construction of C.CRoad and Widening of Road abutting Satsangha Mandir,H/o Debasish Dey to Ajnta Ghosh (Opp. Sreepur F.P. School), and infront of Sreepur Masjid, H/o Bimal Bose to Manash Mondal, H/o Shyamal Das to Nimu Das, H/o Sibu Singha to Chaitanya SarkarandJagattaraMondaltoSima Mondal in Ward No.-20 under Madhyamgram Municipality.	917525.00	18351.00	1000.00	30 Days

Table-2:-DateandTimeSchedule		
SINo	Particulars	Date& Time
i)	DateofuploadingofNleTandTenderDocumentsonline(PublishingDate)	20/12/2023
ii)	Documentsdownloadstartdate(Online)	20/12/2023at11.00Hrs.
iii)	DateofPreTenderMeetingwiththeintendingContractorsatMunicipality	N/A
iv)	Tendersubmissionstartdate(Online)	20/12/2023at11.00Hrs.
v)	TenderSubmissionclosing(Online)	08/01/2024at16.00Hrs.
vi)	TenderopeningdateforTechnicalProposals(Online)	10/01/2024at16.00Hrs.
vii)	DateofuploadinglistforTechnicallyQualifiedContractor(online)	Tobenotifiedlater
viii)	DateandPlaceforopeningofFinancialProposal(Online)	Tobenotifiedlater
ix)	DateofuploadingoflistofqualifiedContractoralongwiththeofferrates(online)	Tobenotifiedlater.
x)	Alsoifnecessaryforfurthernegotiationthroughofflineforfinalrate.	Tobenotifiedlater.

Table-3:-	
Eligibility Criteria & Documentstobe produced in support of Credential for tender Part-I(Prequalification Documents):-	<p>i)Having experience and technical acumen in Executing, Construction & Completion of Civil work with a work value not below 40% of the estimated amount put to tender in a single contract during last 5(five) financial years in any Government Department/Board/Semi-Govt./Corporation/StatutoryAuthority/Undertakingetc.(Workcredential willbecheckedas per WBPWD order no. 03-A/PW/O/10C-02/14 dated 12.03.2015) (copies of Completion certificate need to be furnished, Payment Certificate shall not be treated as Work Credential Certificate) Workorder,Priceschedule&PaymentCertificateissuedbythecompetentauthorityshall</p>

	<p><i>havetobefurnishedinsupportifrequiredduringscrutinyofTechnicalBid.</i></p> <p>ii) HavingvalidGSTregistrationcertificatewithuptodateGSTreturn.</p> <p>iii) HavingvalidPANCardandlastyearIncometaxreturnforlastA.Y.(2022-2023)or (2023-2024).</p> <p>iv) HavinguptodateP.TaxdepositChallanorProfessionTaxPaymentCertificate.</p> <p>v) HavingvaliduptodateTradeLicense.</p> <p>vi) ScannedcopyofonlinesubmittedEMDreceipt.</p> <p>vii) Having valid Electrical Supervisory License for Electrical Works Only (in the name of bidder or others to whom bidder have an agreement / joint venture.)</p> <p>viii) Particulars of ownership / partnership or Board of Directors pertaining to the Organization / Company / Firm. Registered unemployed Engineers' Co-operative Societies / Unemployed Labour Co-operative Societies are required to furnish valid Bye Law, Last Assessment year (2022-2023) Audit Report, Certificate of Registration and Valid Clearance Certificate from A.R.C.S. for the last Financial Year and resolution of A.G.M. mentioning the authority f using D.S.C along with other relevant supporting papers.</p> <p>ix)Othercertificateifany.</p> <p>(Copiesofallabovementioneddokumentsshallhavetobefurnished)</p> <p>N.B- All document in original to be produced in due course of time as & when asked bythe TIA for verification purpose.</p>
Tender documents:-	<p>AfullsetofTenderdocumentsconsistsof2Parts.Theseare</p> <p>PART I :-Containing all documents in relation to the name of the Companies/Firms/Contractors applied for and credentials possessed along with all documents as specified in above Eligibility Criteria and its all corrigenda's.</p> <p>PARTII:-ContainingtheTenderPrice/PriceSchedule.(BOQinMS-excelformat)</p>
EarnestMoney:-	<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 suchTransfer shall be done on or after the date of publish of NIEt. Any Tender without such online payment of EM (Except exemption as per G.O.) shall be treated as informal and shall be automatically cancelled. Online transfer of Earnest Money receipt (Scanned copy) shall be uploaded as statutory document. Additional conditions of contract regarding Earnest Money (Clause 1, (1.1)) vide Memorandum No. 5696-F(Y), dated 01.10.2019 of Finance Department, Audit Branch, Government of West Bengal.</p>
SecurityDeposit& other taxes:-	<p>SDatarateasperprevailinggovtorderi.e. @ 10% will be deducted;EMD @2%submittedduring tender will be converted to SD and rest SD @ 8 % will be deducted from each running bill. 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>DefectLiabilityPeriod:-</p> <p>a) ForworkwiththreemonthsDefectLiabilityPeriod:</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) ForworkwithoneyearDefectLiabilityPeriod:</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) ForworkwiththreeyearsDefectLiabilityPeriod:</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) ForworkwithfiveyearsDefectLiabilityPeriod:</p> <p>i) Nosecuritydepositshallberefundtothecontractorfor1st3yearsfromthe actual date of completion of the work;</p> <p>ii) 30% of the security deposit shall be refundedtothe contractoron expiry of fouryears from the actual date of completion of the work;</p> <p>iii) Thebalance70%ofthesecuritydepositshallberefundtothecontractoron expiry of five years from the actual date of completion of the work,</p> <p>iv)</p> <p>Explanation:-</p> <p>The word 'work' means and includes road work, bridge work, building work, sanitary and plumbing work, electrical work and/or any other work contemplated within the scope and ambit of thiscontract. 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) ThoroughBituminousSurfacingworkwithbituminousthicknesslessthan40mm,</p>

	<p>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;</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 basecourse, 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 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</p> <p><u>Additional Performance Security</u> @ 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.</p> <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.</p> <p>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.</p> <p>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.</p> <p><u>Additional provisions 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.</u></p> <p>In cases of Refunding and Releasing of 100% (one hundred percent) Security Deposit held with the Government, arising out from works contract, Security Deposit will be released after issuance of Completion Certificate on submission of unconditional BANK GUARANTEE by the Contractor for the Security Deposit subject to the following conditions:</p> <p>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.</p> <p>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).</p> <p>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.</p> <p>iv) The Bank Guarantee, now pledged in the form of Security Deposit will be released to the contractor in the following manner, if not forfeited under conditions of contract:</p> <p>In cases of Refunding and Releasing of 100% (one hundred percent) Security Deposit held with the Government, arising out from works contract, Security Deposit will be released after issuance of Completion Certificate on submission of unconditional BANK GUARANTEE by the Contractor for the Security Deposit subject to the following conditions:</p> <ol style="list-style-type: none"> 1. The Bank Guarantee will be issued by a Scheduled Commercial Bank in favour of the Tender Inviting Authority of the concern work, on behalf of the contractor. 2. The Bank Guarantee shall remain valid for the whole Defect liability period/Security period
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	<p>aspercontractofthework(Norenawalinbetweenshouldberequired).</p> <p>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.</p> <p>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: Forworkwith3(three)monthsDefectLiabilityPeriod: Forworkwith1(one)yearDefectLiabilityPeriod:</p> <p>Fullamountshallberefundedtothecontractoronexpiryof1(one) yearfromtheactual date of completion of the work. Forworkwith3(three)yearsDefectLiabilityPeriod: 30%(thirtypercent)ofthesameshallberefundedtothecontractoronexpiryof (two) years from the actual date of completion of the work; The balance 70% (seventy percent) of the same shall be refunded to the contractoronexpiryof3(three)yearsfromtheactualdateofcompletionofthe work. Forworkwith5(five)yearsDefectLiabilityPeriod: Noamountshallberefundedtothecontractorforfirst3(three)yearsfromthe actual date of completion of the work; 30%(thirtypercent)ofthe same shallberefundedtothecontractoronexpiryof 4 (four) years from the actual date of completion of the work; Thebalance70%(seventypercent)ofthesameshallberefundedtothecontractor onexpiryof5(five) yearsfromtheactualdateofcompletionofthe work.</p>
CostofTender Documents:-	The cost ofTenderdocumentsasspecifiedinTable-1shall be paidbythe successful Contractoronly atthetimeofformalagreementafteracceptanceoftender.
Validity/ Withdrawal/ Acceptanceof Tender:-	<p>ATender submitted shall remain valid for a period of120calendar days fromthe date set foropening 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 withdrawshis/theirtender(s)withinthevalidityperiod thenEarnestMoneyasdepositedbyhim/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 tenderandreservestohimself/herselftherighttorejectanyorallofthetendersreceivedwithout assigninganyreasonthereof.</p>

EMDshouldnotbeexemptedforanybiddersincluding MSMEexceptspecificGovtorder. Fund: -

Development and payment will be made based on availability of fund by the Govt.

AdditionalPerformanceSecurity:asperG.O.no.4608F(Y)dated18.07.2018

CostofTenderDocuments:-ApplicableforthesuccessfulContractoronlyatthetimeofformalagreement.

Scopeoftheworks:-AsperBOQ

Otherterms&conditionsifany:-

- 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) JointVentureswillnotbeallowed.
- 4) Noconditional/IncompleteTenderwillbeacceptedunderanycircumstances.
- 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, laboratoryetc. 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) ISIstandersmaterialshallbeallottedtouseintheworksupplierbyAgencyhimself.
- 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) TheCHAIRMAN,MadhyamgramMunicipality,Madhyamgram,North-24Parganasreservestherighttocancelthis N.I.T.duetounavoidablecircumstancesandnoclaiminthisrespectwillbeentertained.

- 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 **03 (Three)** 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 Tenders 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 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 of 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) Intending tenderers desirous of participating in the tender are to log on to the Website <https://wbenders.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 Token provided. This is the only mode of collection of tender documents.
- 3) Any contractor can submit tenders for any works published in any particular NIT, depending on his credential and financial capability, each tenderer may be apply maximum in two no Works.
- 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.


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