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MADHYAMGRAM MUNICIPALITY

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

Memo No.:- MM/EO/1891/2026-27 Dated: 09/10/2026

NOTICE INVITING e-TENDER

Tender No: -WBMAD/MM/NIT-03e/2026-27 (2nd Call).

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.

List of Work.:-

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 Conc. Road Arround Anandalok Pond in Ward No. 8 Under Madhyamgram Municipality.	1629491	32590	1000	30 Days

N.B.: i) Amount put to tender are including GST & Labour Welfare Cess.

1.	**Location of Work:**		Under Madhyamgram Municipal area.
2.	**Eligibility to participate in the Tender**		2.(a) i) Intending tenderers should produce credentials of a similar nature of work of the minimum value of **30%** of the estimated amount put to tender during 5(five) years prior to the date of issue of this tender notice; or, ii) Intending tenderers should produce credentials of 2(two) similar nature of work, each of the minimum value of **25%** of the estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice; or, iii) Intending tenderers should produce credentials of one single running work of similar nature which has been completed to the extent of **75%** or more and value of which is not less than the desired value at (i) above; In case of running works; only those tenderers 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.
3.	**Documents to be produced in support of credential for Tender.**		A successful performance and completion certificate supplemented with work order issued by the competent authority shall have to be furnished in support of credibility in terms with eligibility criteria depicted in this Notice (Ref. Sl. No. 2: Eligibility to participate in the Tender). Besides this, following documents shall have to be furnished.
		a.	Particulars of ownership / partnership or Board of Directors pertaining to the Organization / Company / Firm.
		b.	Copies of valid GST Registration & Latest GST Return in Form No. 3B, PAN Card and Income tax return for last A.Y. with P/L & Audited Balance Sheet for last 03 (three) years, Up to date Trade License, Professional Tax clearance Certificate, Scanned copy of online submitted EMD receipt etc., all necessary documents as applicable as per government rules.
		c.	Bank Solvency Certificate not less than **10%** of the value of amount put to tender and that should be issued within last 1 year of the NIeT publication date.
		d.	Particulars of ownership/partnership or Board of Directors pertaining to the Organization/Company/Firm.
		e.	Having **Annual Average Turnover** at least **25%** of the estimated amount put to tender of last three financial years duly certified by any recognized CA.
		f.	Other certificate if any.
			All documents in original to be produced in due course of time as & when asked by the Tender Inviting Authority.
4.	**Earnest Money**	a.	The Earnest Money (2% of estimated amount put to tender), as specified in Table-"List of Wrok" 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 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.
5.	**Security Deposit &other taxes:- (G.O.No 5784 PW/L&A/2M 175/2017 Date. 12.09.17)**		All usual deductions for taxes as applicable i.e. GST, IT, and Labour Welfare Cess etc. as applicable will be made from the bills time to time. Retention money towards performance Security / Security Deposit amount to 8% (eight percent) of the value of the work will be deducted from the running account bill of the tender. 2 % EMD of L1 bidder will be converted to Security Deposit and total Security Deposit will be 10% as per Gov. Order .No interest will be paid on security deposit. Security Deposit will be refunded as mentioned below. Defect Liability Period:- a) For work with **three months** Defect Liability Period: i) Full security deposit shall be refunded to the contractor on expiry of three months from the actual date of completion of the work. b) For work with **one year** Defect Liability Period: i) Full security deposit shall be refunded to the contractor on expiry of one year from the actual date of completion of the work. c) For work with **three years** Defect Liability Period: i) 30% of the security deposit shall be refunded to the contractor on expiry of two years from the actual date of completion of the work; ii) The balance 70 % of the security deposit shall be refunded to the contractor on expiry of three years from the actual date of completion of the work; d) For work with **five years** Defect Liability Period: i) No security deposit shall be refunded to the contractor for 1st 3 years from the actual date of completion of the work; ii) 30% of the security deposit shall be refunded to the contractor on expiry of four years

from the actual date of completion of the work;

iii) The balance 70 % of the security deposit shall be refunded to the contractor on expiry of five years from the actual date of completion of the work,

Explanation :-

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

i) The work of patch repair or patch maintenance in nature or a combination thereof, the Defect Liability Period of the work shall be three months from the actual date of completion of the work

ii) Thorough Bituminous Surfacing work with bituminous thickness less than 40 mm, Repair & Rehabilitation of any road / bridge / culvert / building / Sanitary & Plumbing work, the Defect Liability Period of the work shall be one year from the actual date of completion of the work;

iii) Extension of building / bridge / culvert, Construction of new flexible pavement up to bituminous level which has been designed for a period of 3 years or more, Widening and strengthening of flexible pavement designed for a period of 3 years or more, Improvement of riding quality / Strengthening of flexible pavement designed for a period of 3 years or more; Providing only mastic asphalt layer over existing bituminous surface without providing bituminous profile corrective course / bituminous base course, the Defect Liability Period of the work shall be three years from the actual date of completion of the work;

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

Bids from joint ventures- Not allowed

Sub-Contract for works not allowed

Special Terms & Condition:

1) Payment Certificate will not be treated as credential.

2)Valid Trade License, Valid P Tax Challan, , Pan Card, GST Registration Certificate with up to date challan, be accompanied with the Technical Bid Documents to be submitted [Non statutory Documents].

3) Bids shall remain **valid for a period not less than 180** (One Hundred eighty) days from the last date of submission of Financial Bid/ Scaled Bid. If the bidder withdraws the bid during the period of bid validity the earnest money as deposit will be forfeited forthwith without assigning any reason thereof.

4) Constructional Labour Welfare Cess @ 1(One) % of cost of Construction will be deducted from every Bill of the selected Agency.

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. (Ref. Order No. 4608-F(Y) dt. 18.07.2018)**

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.

6. Date & Time Schedule :		
Sl No	**Particulars**	**Date & Time**
i)	Date of uploading of NIeT & Tender Documents online (Publishing Date)	**10/10/2026**
ii)	Documents download start date (Online)	**10/10/2026 at 11.00 Hrs.**
iii)	Date of Pre Tender Meeting with the intending tenderers in the office of the Executive Officer, Madhyamgram Municipality.	**N/A**
iv)	Tender submission start date (On line)	**10/10/2026 at 11.00 Hrs.**
v)	Tender Submission closing (On line)	**27/10/2026 at 16.00 Hrs.**
vi)	Bid opening date for Technical Proposals (Online)	**29/10/2026 at 16.00 Hrs.**
vii)	Date of uploading list for Technically Qualified Tenderers (online)	**To be notified later on.**

7.	**Time of completion**		As specified.
8.	**Site Inspection & general Information.**		Intending Bidders are required to Inspect the site of the Project with particular reference to location and infrastructure facilities. They are to make a careful study with regard to availability of materials and their sources and all relevant factors as might affect their rates and prices.
	Tender documents		A full set of Tender documents consists of 2 Parts. These are;
		I)	Part I containing all documents in relation to the name of the firm applied for and credentials possessed by them along with EMD and all relevant documents as depicted in Sl. No. 2.
		II)	Part II containing following documents;
9.		a.	Bid Price / Price Schedule, (.xls sheet).
10.	**Validity of Bid**		A Bid submitted shall remain valid for a period of 180 calendar days from the date of publication of Bids. Any extension of this validity period if required will be subject to concurrence of the Bidders.
11.	**Withdrawal of Bid**		Bid once submitted shall not be withdrawn within the validity period. If any Bidder / Bidders withdraw his / their Bid(s) within the validity period then Earnest Money as deposited by him / them will be forfeited.
12.	**Acceptance of Bid**		Chairman / Executive Officer of Madhyamgram Municipality will accept the Bid. He does not bind himself to accept otherwise the lowest Bid and reserves to herself the right to reject any or all of the Bids received without assigning any reason thereof.
13.	**Intimation**		a) List of "Technically Qualified Bidders" will be published in the web portal only. Financial Bid will be opened within a short period after such publication. Therefore, Bidders are requested to view the tender status on a regular basis. In case if there be any objection regarding Pre-qualification / list of "Technically Qualified Bidders", that objection should be lodged to the Tender / Bid Evaluation Committee within 48 hours from the date and time of publication of list of qualified Agencies and beyond that time schedule no objection will be entertained by the Tender / Bid Evaluation Committee. b) The Bidder the becomes the "Contractor" and he shall forthwith take steps to execute Formal Contract Agreement in appropriate Municipal Form with the Chairman / Executive Officer, Madhyamgram Municipality and fulfil all his obligations as required by the Contract.
14.	**Escalation of Cost**		There will be no escalation in cost of materials or labour and the contract price mentioned in the contract stands valid till completion of the O&M of the contract.
15.	**Name & address of Engineer-In-Charge (EIC) of the Work**		Assistant Engineer, Madhyamgram Municipality.
16.	**Execution of Work**		The Contractor is liable to execute the whole work as per direction and instruction of the Assistant Engineer, Madhyamgram Municipality, who is the Engineer in Charge of the work.
17.	**Payment**		Payment will be made to the Contractor / Agency by the appropriate Authority of Madhyamgram Municipality.
18.	**Influence**		Any attempt to exercise undue Influence in the matter of acceptance of Bid is strictly prohibited and any Bidder who resorts to this will render his Bid liable to rejection.

19.	**Provision of Defect Liability Period & Refund of Security Deposit**		Prospective bidders shall have to execute the work in such a manner so that appropriate service level for the stipulated work is to be maintained during stipulated contractual period till actual date of completion and a Defect Liability Period for the work is **05 (five) years from the date of actual successful completion of the work.** If any defect/damage is found during the period as mentioned above, the contractor shall make good the same this own expense to the specification at par within start project work, or in default, the Engineer-in-charge may cause the same to be made good by other agency and deduct the expense (for which the certificate of the Engineer-in-charge shall be final) from any sums that may be then, or at any time here after become due to contractor, or from his security deposit, or the proceeds of the sale thereof, or of sufficient portion there of or from any pending dues for any contract with Madhyamgram Municipality. For five years defect liability period, 30% of the Total Security deposit shall be refunded to the contractor on expiry of four years from the actual date of completion of the work and the balance70% of the Security deposit shall be refunded to the contractor on expiry of five years from the actual date of completion of the work.
20.	**Procedure For Suspension And Debarment Of Suppliers/ Contractors (Clause vide memo no. 547/W(C)/1M-387/15 of PWD, Dated. 16.11.2015)**		**A. SCOPE:** The procedures laid down in subsequent paragraphs shall govern the suspension and debarment of suppliers, contractors and bidders ("Contractors" for brevity) involved in Government procurement for offenses or violations committed during competitive bidding and contract implementation, or even later for the works under Madhyamgram Municipality. The concerned Chairman / Executive Officer shall publish the suspension and debarment order in the Departmental website. **B. PROHIBITION ON SUSPENDED / DEBARRED PERSONS / ENTITIES TO PARTICIPATE IN THE BIDDING OF GOVERNMENT PROJECTS / CONTRACTS OF THE DEPARTMENT** A person / entity that is suspended / debarred by a procuring entity shall not be allowed to participate in any procurement process under Madhyamgram Municipality during the period of suspension / debarment unless the same has been revoked by the competent authority. A Joint Venture or Consortium which is suspended / debarred or which has suspended / debarred member/s and/or partner/s as well as a person/entity who is a member of suspended / debarred Joint Venture or Consortium shall, likewise, not be allowed to participate in any procurement process under Madhyamgram Municipality during the period of suspension / debarment unless the same has been revoked. **C. DEFINITION OF TERMS:-** i. Bidder: A person/Contractor/Agency/Company/Society/Corporation participating in the procurement process and/or a Person/Contractor/Agency/Joint Venture/Consortium/ Corporation having an Agreement/ Contract for any procurement with the Department shall be referred as bidder. ii. Bid Evaluation Committees or Tender Evaluation Committees (HTEC/TEC/QBEC in short): a. Bid / Tender Evaluation Committee'(TEC) for the bids (TEC) invited by the Executive Officer will be comprising of i) Concerned Chairman / Executive Officer as Chairperson and Convener, ii) Assistant Engineer concerned to the work as Member, iii) Finance Officer as a member. b. or, Evaluation Committee constituted by the concerned ULB from time to time. iii. Consolidated Debarment List: A list prepared by the Departmental Debarment Committee / Chiarman / Executive Officer containing the list of bidders debarred by the concern ULB. The list would be displayed prominently in the designated link in website of the concern ULB clearly stating the period of suspension/debarment. iv. Contract implementation: A process of undertaking a project in accordance with the contract /Agreement documents. v. Debarment: An administrative penalty, in addition to the contract/Agreement provisions, disqualifying a bidder from participating in any procurement process under Madhyamgram Municipality for a given period. vi. Debarred Bidder: A Bidder who was disqualified by the competent authority of the concern ULB. vii. Department: Madhyamgram Municipality. viii. Entity: A person/Contractor/Agency/Joint Venture/Consortium/Corporation participating in the procurement process and/or a Person / Contractor / Agency / Joint Venture / Consortium / Corporation having an agreement/ contract for any procurement with the concern ULB shall be referred as entity. ix. Offence: A violation or breach of the Constitution of India, laws, regulations, laid down procedure, etc under Prevention of Corruption Act, 1988, Code of Criminal Procedure, 1973 u/s 195(1) and Section 197(1), Competition Act, 2007 and IT Act, 2000 as amended. x. Procurement: It is the act of buying goods, services or works from an external source. It is favourable the goods, services or works are appropriate and that they are procured at the best possible cost to meet the needs of the acquirer in terms of quality and quantity, time and

			location. xi. Procuring Entity/Authority: The officer authorised by the concerned ULB for procurement. Suspension: Temporary disqualification of a bidder from participating in the procurement process of concern ULB, for a period of 6 (six) months when an offence is made against a bidder **D.GROUNDS FOR SUSPENSION AND DEBARMENT** i. Submission of eligibility requirements containing false information or falsified documents. ii. Submission of Bids that contain false information or falsified documents, or the concealment of such information in the Bids in order to influence the outcome of eligibility screening or any other stage of the bidding process. iii. Unauthorised use of one's name/digital signature certified for purpose of bidding process. iv. Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his favour. v. All other acts that tend to defeat the purpose of the competitive bidding such as lodging false complaints about any bidder, posting baseless allegation about any officer duly authorised by the Department, restraining any interested bidder to participate in the bidding process etc. vi. Refusal to accept an award after issuance of 'Letter of Acceptance' or enter into contract with the Government without justifiable cause. vii. Refusal or failure to post the required performance security/earnest money within the prescribed time without justifiable cause. viii. Subcontracting of the contract or any part thereof without prior written approval of the procuring entity. ix. Failure solely due to fault or negligence of the Contractor, to mobilize and start work within the specified period as mentioned in the 'Letter of Acceptance' / 'Letter of Acceptance cum work Order' / 'Work Order' / 'Notice of Process' / 'Award of Contract' etc. ultimately resulting in rescindment of contract. x. Failure to fully and faithfully comply with the contractual obligations without valid cause, or failure to comply with any written lawful instruction of the procuring entity or his representative(s) pursuant to the implementation of the contract, ultimately resulting in rescindment of contract. xi. For the procurement of goods, unsatisfactory progress in the delivery of the goods by the manufacturer, supplier or distributor arising from his fault or negligence and / or unsatisfactory or inferior quality of goods, vis a via as laid down in the contract. xii. Wilful or deliberate abandonment or non-performance in a project or contract by the contractor / suppliers resulting to substantial breach thereof without lawful and / or just cause(s). xiii. The Additional Performance Security (if required) shall have to be submitted by the selected L1 bidder after issuance of Letter of Acceptance / Letter of Invitation (LoA/LoI) within next seven working days and before issuance of Award of Contract (AoC) in the form of "Bank Guarantee" of any Scheduled Bank approved by RBI, payable at Kolkata or / in West Bengal, as per specimen format Form-6. Else, its/their Earnest Money Deposit (EMD) will be forfeited without any prejudice by the Tender inviting authority. **E. CATEGORY OF OFFENSE:** a. First degree of offense: Clause 9 D (i) up to (vii) & (xiii) is to be considered as first degree of offense. b. Any of the offence under Clause (viii) to (xi) & (xii) shall lead to termination of contract and its determinations in accordance with Clause (ii) & Clause (iii) of Agreement Form No. WB-2911 and simultaneous debarment for a period of 2 years. c. Second degree of offense: Any one of the offenses as mentioned under Clause 9D (i) to (xiv), committed by a particular bidder/contractor/supplier on more than one occasion would be considered as second degree of offense. Period of debarment will be 2 times the corresponding period penalty applicable for 1st degree offence in addition to other penal provisions contained in 1st degree offence. **F. Procedure and Rules of Debarment :** Debarment procedure and rules are published as Departmental Notification to be read in conjunction with the Corrigenda issued from time to time, as may be seen in the Notification link of the Departmental website. **G. PENALTY FOR OFFENSE:** a. For committing 1st degree offense any of the cases referred under Clause 9 D (i) to (v), forfeiture of earnest money and debarment for a period of six months, if the offense is detected during technical evaluation. If the offence is detected after award of the contract and if the offender happens to be the agency selected for work, and such selection is made due to oversight, forthwith termination of the contract and determination of contract value in accordance with clause 3(ix) (c) of West Bengal Form No. 2911(i)/ (ii), and simultaneous debarment for a period of six months. Further, in case the offense is detected after completion of work and payment of final bill the Work credential earned would be declared as 'null and

			void', so that the same cannot be used in future as PQ credential for securing other works contracts in the concerned ULB, together with debarment for a period of six months. b. For committing 1st degree offense in any of the cases referred under Clause 9 D (vi), (vii) ,(xiii) to (xv), forfeiture of earnest money and debarment for a period of one year. For committing offenses under Clause 9D (xv), debarment period shall be for one calendar year preferably from the date on which the due date for submission of BG had expired (i.e 8th or 15th working day from date of receipt of LOA /LOI) by the concerned Secretary to be notified in the Departmental website. c. For committing 1st degree offense in any of the other cases under Clause 9 D (viii) to (xii), termination of contract and its determination in accordance with Clauses 2 & 3 of West Bengal Form No. 2911(i)/(ii), including debarment for a period of two years. d. For committing 2nd degree offenses under above all categories, period of debarment will be twice the corresponding period for 1st degree offenses, in addition to other penal provisions for 1st degree offense.

Following clauses are to be adhering to by the concerned Bidder during the process of Bidding.	
21.	In case office faces sudden closure owing to reason beyond the scope and control of the Executive Officer, any of last date / dates as schedule in Sl. No. 6 may be extended up-to / to next and following working day without issuing further and separate notice the Administrator feels it to be necessary and exigent.
22.	Imposition of any duty / tax / rule etc. owing to change / application in legislations / enactment shall be considered as a part of the contract and to be adhering to by the Bidder / Contractor strictly.
23.	Bid Acceptance Authority is the Chairman / Executive Officer, Madhyamgram Municipality.
24.	In case of any dispute arising from any clauses of similar nature between bid documents and Municipal tender form, the decision of Chairman / Executive Officer, Madhyamgram Municipality will be final and binding.
25.	All usual deductions for taxes i.e. ST, IT, and Labour welfare Cess etc. as applicable will be made from the bills from time to time.
26.	No conditional / incomplete Bid shall be entertained.
27.	In the event of e-filling intending bidder may download the tender document from the website https://wbtenders.gov.in directly by the help of Digital Signature Certificate.
28.	Technical Bid & Financial Bid both will be submitted concurrently duly digitally signed in the website https://wbtenders.gov.in. Tender document may be downloaded from website & submission of Technical Bid / Financial Bid as per Tender Schedule.
29.	The Bidder, at the Bidder'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 Bid 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 Bidder,s own expense. Traffic management and execution shall be the responsibility of the Agency at his / her / their risk and cost.
30.	The intending Bidders shall clearly understand that whatever may be the outcome of the present invitation of Bids, no cost of Bidding shall be reimbursable by the ULB. The Chairman / Executive Officer, Madhyamgram Municipality reserves the right to reject any application for purchasing Bid documents and to accept or reject any or all the offered bid / bids without assigning any reason whatsoever and is not liable for any cost that might have incurred by any Bidder at any stage of Bidding.
31.	Prospective applicants are advised to note carefully the minimum qualification criteria before bidding.
28.	During scrutiny, if it is come to the notice to tender inviting authority that the credential or any other papers found incorrect / manufactured / fabricated, that tenderer will not be allowed to participate in the tender and that application will be out right rejected without any prejudice.
32.	Before issuance of the work order, the tender inviting authority may verify the credential & other documents with the original of the lowest bidder if found necessary. After verification, if it is found that such documents submitted by the lowest bidder is either manufacture or false, in that case, L.O.A / work order will not be issued in favour of the bidder under any circumstances.
33.	If any discrepancy arises between two similar clauses on different notifications, the clause as stated in later notification will supersede former one in following sequence: i) Municipal Form ii) NIT iii) Special terms & Condition. iv) Technical Bid v) Financial Bid
34.	Contractor shall have to comply with the provisions of (a) the contract labour (Regulation Abolition) Act. 1970 (b) Apprentice Act. 1961 and (c) minimum wages Act. 1948 of the notification thereof or any other laws relating thereto and the rules made and order issued there under from time to time.
35.	Where an individual person holds a digital certificate in his own name duly issued to him against the company or the firm of which he happens to be director or partner, such individual person shall, while uploading any tender for and on behalf of such company of firm, invariably upload a copy of registered power of attorney showing clear authorization in his favour, by the rest of the directors of such company or the partners of such firm, to upload such tender. The power of attorney shall have to be registered in accordance with the provisions of the Registration Act, 1908.
36.	Payment will be made after receiving of Fund from the Government / Approving Authority.

EMD should not be exempted for any bidders including MSME except specific Govt. order.
Cost of Tender Documents (Applicable for the successful Contractor only at the time of formal agreement): NIL
Scope of the works:- As per BOQ.

Other terms & conditions if any:-

37) 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]
38) 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.
39) Joint Ventures will not be allowed.
40) No conditional / Incomplete Tender will be accepted under any circumstances.
41) Tender Paper will be issued by the CHAIRMAN, Madhyamgram Municipality only to the applicant after verification of all documents.
42) 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.
43) The prospective Tenderer shall establish field testing laboratory equipped with requisite instruments and technical staff according to the requirements of works to be executed.
44) Work Order or Payment of work will be depended on availability AAFS or availability of fund. Intending tenderers may consider this criteria while submission of Tender and quoting their rates.
45) ISI standers material shall be allotted to use in the work supplier by Agency himself.
46) 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.
47) The Chairman / Executive Officer, 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.
48) 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.
49) Contractor or Suppliers whose GST registration under Composite Scheme is not eligible to participate in e-tender process.
50) In case of ascertaining Authority at any stage of application or execution of work necessary registered power of attorney is to be produced.
51) 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
52) 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.
53) Arbitration will not be allowed. As per Conditions of Contract of Municipal printed form.
54) No Mobilization Advance and Secured Advance will be allowed.
55) Time / cost overrun and consequent cost of escalation for any materials, labour, P.O.L. etc. will not be allowed.
56) Canvassing in connection with the tender is strictly prohibited in the Tender submitted by the Contractor.
57) Site of work and necessary drawings may be handed over to the successful Tenderer phase wise. No claim in this regard will be entertained.
58) 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.
59) The successful Tenderer will have to start the work as per the work order to commence the work.
60) 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.
61) 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.
62) 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.
63) Any other tax or cess will be borne by the agency (if applicable).

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

63. 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.

64. **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.

65. **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.

66. **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.

67. **Submission of Tenders**

67.1 **General process of submission**

Tenders are to be submitted online through the website, in two folders, at a time for each work, one is 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 uploaded virus scanned and digitally signed. The documents will get encrypted (transformed into non-readable formats).
The Technical proposal should contain scanned copies of the following further two covers (folders).
a. Statutory Technical folder containing,

i) Application (As Shown in the given format in Annexure-A in the end of the NIeT), in letter headed pad duly signed in. Letter head should contain full address, telephone no. mobile no. & FAX, e-mail.
ii) Scanned copies of the NEFT/RTGS Earnest Money Deposit (EMD) as prescribed in the NIeT against the work if applicable, against in favour of Madhyamgram Municipality. The Co-operative societies who want to avail exemption of Earnest Money Deposit, shall have to upload necessary GO in this regard.
iii) **Notice Inviting e-Tender (NIeT),** all Corrigendum & Addendum (Properly downloaded & uploaded the same Digitally Signed)
iv) **Municipal Tender Form.** (Properly download & upload the same Digitally Signed except quoting rate, quoting rate will only encrypted in the B.O.Q. under Financial Bid. **In case quoting any rate in Municipal Tender Form the tender liable to summarily rejected).**
v) Affidavits before Notary (in proper order) mentioning the NIT No. as well as the correctness of the documents and declaration of penalty, debarment etc. (Ref:-Declaration of the Bidder)

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) In case of any inadvertent typographical mistake the same to be treated to be corrected as to confirm to the prevailing relevant schedule of rates or technically sanctioned estimate.
v) Necessary deduction i.e. GST. I.T. CESS etc. will be made as per relevant Govt. order.

b. Non-Statutory Technical cover containing,

i) Income Tax Return (For last 3yrs)
ii) Audited Balance Sheet (For last 3yrs)
iii) PAN Card
iv) Latest Professional Tax Paid Chalan & P-TAX Enrolment Certificate, Professional Tax Payment Certificate.
v) Valid 15 digit Goods and Services Taxpayer identification Number (GSTIN) under GST Act, 2017 & Latest GST Return in Form No. 3B.
vi) Latest Valid Trade License.
vii) Technical Credential.
    a) Work Order along with completion certificate for the work in technical credential.
ix) Bank Solvency Certificate for at least 10% of the amount put to tender within one year from the date of publishing of NIT.

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 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 Documents.

67.2 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.

67.3 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.

67.4 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.

67.5 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.

67.6 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.

67.7 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.

67.8 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.

Executive Officer
Madhyamgram Municipality

Copy forwarded to:

1) Finance Officer, Madhyamgram Municipality.
2) Office Notice Board.
3) Official Website.
4) Publication to the 03 no newspapers.

Executive Officer
Madhyamgram Municipality

ANNEXURE-A

FORM–I

PRE-QUALIFICATION APPLICATION

To
The Executive Officer
Madhyamgram Municipality

Ref: - Tender For
_____

_____ (Name of work) _____

_____

N.I. T. No.:

Dear Sir,

Having examined the Statutory, Non statutory and NIT documents, I /we hereby submit all the necessary information and relevant documents for evaluation. The application is made by me / we on behalf of_____ _____in the capacity _____ duly authorized to submit the order.

The necessary evidence admissible by law in respect of authority assigned to us on behalf of the group of firms for Application and for completion of the contract documents is attached herewith.

We are interested in bidding for the work(s) given in Enclosure to this letter. We understand that:

(a) Tender Inviting and Accepting Authority/Engineer-in-Charge can amend the scope and value of the contract bid under this project.

(b) Tender Inviting and Accepting Authority/Engineer-in-Charge reserves the right to reject any application without assigning any reason.

Enclose: - e-Filling:-

1) Technical Proposal

i) Statutory Documents.
ii) Non Statutory Documents.
iii) Affidavits.

2) Financial Proposal

i) Bill of quantities (BOQ).
(With quoted the rate)

Date: -

Place:-

Signature of applicant including title

and capacity in which application is made.

AFFIDAVIT "Y"

Declaration of the Bidder

(Affidavit to be affirmed on a Non Judicial Stamp Paper of Rs. 10/- and enclosed with the Bid documents which is required to be submitted in time duly)

I, ……..……..…, son of ……..……..……...……, aged about ……..…. years by occupation …….…….. do hereby solemnly affirm and confirm as follow:

1. That, I am the …….…… of …….…… have duly authorized by and competent to affirm this affidavit on behalf of the said Bidder.

2. That, I have inspected the site of work covered under NIT No…….…….. circulated through Office memo bearing No ……. dated …….. and have made myself fully acquainted with the site conditions existing level/proposed level and local conditions in and around the site of work. I have also carefully and meticulously gone through the Bid documents. Bid of the above named Bidder is offered and submitted upon due consideration of all factors and if the same is accepted, I on and for behalf of the aforesaid Bidder, being lawfully and duly authorized, promise to abide by all the covenants, conditions and stipulations of the Contractual documents and to carry out, complete the works to the satisfaction of the Bid accepting Authority of the Work and abide by all instructions as may given by the Engineer in Charge of the work time to time. I also hereby undertake to abide by the provisions of Law including the provisions of Contract Labour (Regulation & Abolition) Act, Apprentice Act 1961, West Bengal Sales Tax Act, GST Registration Act, Income Tax Act to the Contractor upon entering into formal Contract/ agreement with the Bid Inviting/Accepting authority.

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

4. That the statement above made by me is true to my knowledge.

5. That all Documents submitted by me are genuine, authentic, true and valid.

6. That all information furnished are true to the best of my knowledge & behalf. Department has got full right to cancel the same with penal measure, if any, in case any of the statements is proved to be false.

7. That neither any penalty or debarment was made against me nor against the firm in any way at any Govt./Autonomous Body/Institution.

8. That I am a citizen of India.

Deponent

Solemnly affirmed by the said

……

Before me.

……..

(1st class Judicial Magistrate / Notary Public)

Executive Officer
Madhyamgram Municipality

Executive Officer
Madhyamgram Municipality
North 24 Parganas