

OFFICE OF THE BOARD OF COUNCILLORS

MEMARI MUNICIPALITY

PURBA BURDWAN

ABRIDGED e - TENDER NOTICE (2nd Call)

Memo No. 39/XVI/9

Dated : 08/01/2020

The Chairman: Phone: 0342 2250825
Email Id – memarimunicipality@gmail.com
Enquiry Section: Phone:0342 2250825

Notice Inviting e-Tender No: WBMAD/MEMARI/WSP/NIeB-01of 2019-2020(2nd Call), Dt. 08/01/2020

- (a) **Notice inviting e-Tender** is invited by the undersigned in two parts viz. **Part-I(Technical)and Part-II(Financial)** from bonafide, eligible manufacturers of Ductile Iron(D.I.) pipes for Memari Municipality who have competent to successfully completed the similar nature of works having **Annual Turnover not less than 50% of the value of amount put to tender in a single contract / value not less than 60% of the value of amount put to tender in two contracts** in any Government/Semi Government/PSU/Undertaking/Autonomous bodies. The DI Pipe Manufacturers will submit previous experience certificate of supply of D.I. Pipes to Govt/ PSU/ Reputed private sector bodies, but such experience shall not be mandatory as per **G.O. no-2963- SECY/ME/1W-14/2019, dt. 16.09.2019.**

SI No	Name of Work	Estimated Amount	Earnest Money(Rs.)	Time of Completion
1.	Supply & Delivery of different diameter DISS(K-7)&(K-9)Pipes for Water Supply Projects within Memari Municipal area, conforming to IS 8329-2000 & IS: 5382-1985 (with latest revision and amendment if any).	Rate to be Quoted by the Tenderer	Rs.2500000.00 /- (Rs. Twenty Five Lakh only).	365 Days from the date of issuance of Letter of Acceptance /Purchase Order/Work Order..

Last date of Bid Submission Online : **11.02.2020. upto 17.00** P.M./hours.

For details & corrigendum if any please keep visit: www.wbtenders.gov.in and www.kmdaonline.org or contact this office of the undersigned for further information.

The authority reserves the right to reject or accept any or all tender without assigning any reason.

The The Chairman,

Memari Municipality

Tender Inviting Authority

Memo No. 39(12)/XVI/9

Dated : 08/01/2020

Copy forwarded for information to:

1. The Secretary, MED, Bikash Bhavan
2. The Chief Engineer, MED, Bikash Bhavan
3. The Additional Chief Engineer (South), MED, Bikash Bhavan
4. The Director, SUDA, IlgusBhaban, Kol-700106, Sec-IV
5. The District Magistrate, Purba Burdwan.
6. The Superintending Engineer , Western Circle, M. E Dte
7. The Executive Engineer, MED, Burdwan Division.
8. The District Information & Cultural Officer, Purba Burdwan.
9. The Executive officer, Memari Municipality
10. The Finance officer, Memari Municipality
11. The Cashier, Memari Municipality.
12. The office Notice Board, Memari Municipality for wide circulation.

The The Chairman,

Memari Municipality

Tender Inviting Authority

OFFICE OF THE BOARD OF COUNCILLORS

MEMARI MUNICIPALITY

BID DOCUMENTS

e- NIT No. - WBMAD/MEMARI/WSP/NleB-01 of 2019-2020(2nd Call), Dt. 08/01/2020

Name of Work: “SUPPLY & DELIVERY OF DIFFERENT DIAMETER OF DISS(K-7) & (K-9) PIPES, FOR WATER SUPPLY PROJECTS WITHIN MEMARI MUNICIPAL AREA, CONFORMING TO IS:8329-2000&IS:5382-1985(WITH LATEST REVISION AND AMENDMENT, IF ANY)”.

Office of the Memari Municipality

**Memari Checkpost, Purba Bardhaman, West Bengal,
India, Pin- 713146**

Phone: 0342 2250825

Email: memarimunicipality@gmail.com

Signature of Tendered

Signature of Tender
Inviting Authority.

Signature of Tender
Accepting Authority

OFFICE OF THE BOARD OF COUNCILLORS

MEMARI MUNICIPALITY

Office of the Memari Municipality

Memari Checkpost, Purba Bardhaman, West Bengal,

India, Pin- 713146

Phone: 0342 2250825

Email: memarimunicipality@gmail.com

DETAIL NOTICE INVITING e - TENDER

Notice Inviting e-Tender No: WBMAD/MEMARI/WSP/NIEB-01 of 2019-2020(2nd Call), Dt. **08/01/2020**
Notice inviting e-Tenderis invited by the undersigned in two parts viz. **Part-I(Technical) and Part-II(Financial)** from bonafide, manufacturers of Ductile Iron (D.I.) pipes are only eligible in "W. B. FORM NO. 2911(II)" who have competent to successfully completed the similar nature of works having **Annual Turnover not less than 50% of the value of amount put to tender in a single contract / value not less than 60% of the value of amount put to tender in two contracts** in any Government/Semi Government/PSU/Undertaking/Autonomous bodies.. The DI Pipe Manufacturers will submit previous experience certificate of supply of D.I. Pipes to Govt/ PSU/ Reputed private sector bodies, but such experience shall not be mandatory as per **G.O.no- 2963- SECY/ME/1W-14/2019, dt. 16.09.2019.**

SI No	Name of Work	Tentative length of DISS (K-7) &(K-9) Pipe (comprising of different diameter) in K.M(Approx)	Validity of Contract	Earnest Money In (Rs.)
1	Supply & Delivery of different diameter DISS (K-7) & (K-9) Pipes for Water Supply Projects within 8329- 2000 & IS: 5382- 1985,(with latest revision and amendment if any).	(K-7) -117.763K.M. (K-9) -10.475K.M. Total:128.238K.M.	365 Days	Rs.25,00,000.00

Last date of Bid Submission Online : 11/02/2020

For details & corrigendum if any please keep visit:www.wbtenders.gov.in.andwww.kmdaonline.org.or contact this office of the undersigned for further information.

The authority reserves the right to reject or accept any or all tender without assigning any reason.

The D.I. Pipe Manufacturers should have the following Eligibility Criteria:

B. Eligibility Criteria:

- (a) Bonafied Manufacturers of D.I. pipes are only eligible. The DI Pipe Manufacturers will submit previous experience certificate of supply of D.I. Pipes to Govt/ PSU/ Reputed private sector bodies, but such experience shall not be mandatory as per vide order no- 2963-SECY/ME/1W-14/2019, dt. 16.09.2019.
- (b) Manufacturer should provide certificate from Govt. approved inspection agency like SGS/RITES/MECON/PDIL to ensure that the installed capacity of the factory along with the size range is sufficient to cater the tender quantity.
- (c) The latest valid BIS Certification of the manufacturer for each and individual diameter of pipe for which he submits his bid.
- (d) Certificate from the reputable Govt. Institution / Universities is essential for eligibility to participate to ensure desired hydraulic smoothness of cement mortar lining in the DI pipe the minimum Hazen William's 'C' value of 140 corroborating the guideline of CPHEEO Manual for Water Supply and Treatment. The test sample diameter may be chosen from the sampling group given in the Clause 9.2 of IS:8329, 2000 & 'C' value test certificate are to be submitted accordingly with the tender.
- (e) Third Party Inspection (TPI) through SGS/RITES/MECON/PDIL of the pipe is mandatory before delivery of pipes. TPI report should cover (i) all the parameters as per IS 8329:2000, (ii) test to ensure Rubber Gasket quality as per IS code. The Inspection charge to be included in the quoted rates.

C. Other mandatory requirements under Eligibility Criteria:-

An affidavit in a non-judicial stamp paper duly notarized or affirmed before First Class Judicial Magistrate should be submitted which must include the following declaration:

1. That all the documents submitted by me/our M/sare authentic.
2. That I/We/ M/s.....has not been barred/ de-listed / blacklisted by any Govt. Department / Govt. undertaking / Statutory Body / Municipality and of the like Govt. Bodies in DI pipes supply tender at the time of the submission of bid.

In case the bidder suffers from any blacklisting/ delisting / debarment in any Govt. Department / Govt. undertaking / Statutory Body / Municipality in respective pipe supply tender at the time of submission of bid, he shall not be eligible to participate in the tender.

Valid PAN No., GST Registration Certificate, P-Tax challan, Copy of acknowledgement of up to date Income Tax Return

- D. **Earnest Money**: Earnest Money and tender cost will be deposited by the bidder electronically online through his net banking enabled bank account, maintained at any bank or offline through any bank by generating NEFT/RTGS Challan from the e-tendering portal. In case, 2% of the quoted rate is higher than mentioned EMD amount, then the balance amount which is higher than the mentioned amount, will be submitted by the tenderer at the time of receiving LOI. In case, 2% of the quoted rate is lower than mentioned EMD amount, will be transferred into security deposit.

Penalty for Suppression / Distortion of Facts:

“If any tenderer fails to produce the original / verbatim hard copies of the documents or any other documents/ related documents on demand of the Tender Evaluation Committee, within the specified time frame, as mention in this tender notice or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any sort of suppression whatsoever willful or unwillful, 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 Municipal Authority may take appropriate legal action against such defaulting tender”.

Tender papers may be downloaded from <https://wbtenders.gov.in> as per schedule tabled below.

Time Schedule and Important information for Downloading, Uploading and Opening of Tender Documents:-

Sl. No	Item	Details
1.	Name & Address of the tender Inviting authority.	The Chairman, Memari Municipality, P.O.- Memari, Dist.- Purba Burdwan.
2.	Name & Address of the tender Accepting authority.	The Chairman, Memari Municipality, P.O.- Memari, Dist.- Purba Burdwan
3	Name & Address of the Engineer-in-Charge	Executive Engineer, Burdwan Division, Municipal Engineering Directorate.
4.	Firm (s) / Contractor(s) eligible to submitted the Tender .	Shall satisfy the stipulations stated in this e-NIT.
5.	Earnest Money Deposit	Rs.2500000.00 (Rs. Twenty Five Lakh only.) Earnest Money and tender cost will be deposited by the bidder electronically online through his net banking enabled bank account, maintained at any bank or offline through any bank by generating NEFT/RTGS Challan from the e-tendering portal. In case, 2% of the quoted rate is higher than mentioned EMD amount, then the balance amount which is higher than the mentioned amount, will be submitted by the tenderer at the time of receiving LOI. In case, 2% of the quoted rate is lower than mentioned EMD amount, will be transferred into security deposit.
6.	Validity of Contract	1(one) Year from the date of issuance of letter of acceptance/Purchase Order/Work Order.

7.	Price per copy of the complete set of agreement (including printed tender form) to tender documents for formal be submitted by the vendor, awarded the work.	Rs.5005/-(Rupees Five Thousand Five) for each set [5(five) copies.]
8.	Mode of submission of EMD	Earnest money deposit (EMD) shall be furnished through online.
9.	Date of uploading (Publishing) of N.I.T Documents (Online)	13/01/2020 11:00 Hrs.
10.	Documents download start date (Online)	13/01/2020 12:00 Hrs.
11.	Documents download / submission end date (Online)	11/02/2020 17:00 Hrs.
12.	Start date & time for Submission of tender through on line.	14/01/2020 11:00 Hrs.
13.	Date of Pre-Bid Meeting with the intending bidders in the office of the Memari municipality , in present of Superintending Engineer, West Circle, Municipal Engineering Directorate, 3 rd floor, Patal Bazar Market, Purba Burdwan.	30/01/2020 14:Hrs.
14.	Last date & time limit for submission of tender through on line.	11/02/2020 17:00 Hrs.
15.	Schedule date & time for opening the Technical document.	14/02/2020 12:00 Hrs.
16.	Scheduled date & time for opening Part-II(Financial Bid) of the tender document.	To be intimated later on

SCHEDULE OF SUPPLY OF MATERIALS

Notice Inviting Tendering No. (NIT No): WBMAD/MEMARI/WSP/NleB-01 of 2019-2020(2nd Call), **Dated:** 08/01/2020

Note : (a) Rate are to be quoted in accordance with clause 3 of SPECIFICATIONS & SPECIAL TERMS & CONDITIONS GIVEN IN NIT documents. (b) In any case any amount is found to be not correct as per corresponding quoted rates & quantity, the figure in the rate column will be considered as correct & the corresponding amount will be changed accordingly.

Name of the Work: Supply & Delivery of different diameter DISS (K-7) & (K-9) Pipes for Water Supply Projects within Memari Municipal area conforming to IS 8329- 2000 & IS: 5382-1985, (with latest revision and amendment if any).

A) DISS(K-7) Pipes.

SL NO	Particulars of Pipes (Dia in mm)	Quantity in meter
1	100- (K-7)	86916.0m
2	150- (K-7)	15837.0m
3	200-(K-7)	11408.0m
4	250-(K-7)	2672.0m
5	300-(K-7)	265.0m
6	350-(K-7)	639.0m
7	400-(K-7)	26.0m
A	<u>TOTAL LENGTH:</u>	117.763 K.M

B) DISS (K-9) Pipes.

SL NO	Particulars of Pipes (Dia in mm)	Quantity in meter
8.	150(K-9)	9380.0 m
9.	200(K-9)	650.0m
10.	250(K-9)	445.0m
B	<u>TOTAL LENGTH:</u>	10.475KM

TOTAL LENGTH : A) DISS (K-7) Pipes :- 117.763 K.M.
B) DISS (K-9) Pipes :- 10.475 K.M.
128.238 K.M.

The Chairman,

Memari Municipality

Tender Inviting Authority

MEMO No: 39(12)XVI/9, Dt. 08/01/2020

Copy forwarded for information to:

13. The Secretary, MED, Bikash Bhavan
14. The Chief Engineer, MED, Bikash Bhavan
15. The Additional Chief Engineer (South), MED, Bikash Bhavan
16. The Director, SUDA, IlgusBhaban, Kol-700106, Sec-IV
17. The District Magistrate, Purba Burdwan.
18. The Superintending Engineer , Western Circle, M. E Dte
19. The Executive Engineer, MED, Burdwan Division.
20. The District Information & Cultural Officer, Purba Burdwan.
21. The Executive officer, Memari Municipality
22. The Finance officer, Memari Municipality
23. The Cashier, Memari Municipality.
24. The office Notice Board, Memari Municipality for wide circulation.

The Chairman,

Memari Municipality

GENERAL TERMS & CONDITIONS & GUIDANCE OF CONTRACTORS

e-NITNo: WBMA/MEMARI/WSP/NIeB-01) of 2019-2020(2nd Call, **Dated:** 08/01/2020

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

1. In the event of the tender being submitted by a 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 his behalf by a person holding a Power-of-Attorney authorizing him to do so.
2. Receipts of Payments made to a Firm must be signed by the several Partners except in the case of well-known and recognized Firms, and except where the Contractors are described in their tender or contract as a Firm.
3. All tender received will be opened by The Chief Engineer/Superintending Engineer/Executive Engineer or the Assistant Engineer at the time specified in the presence of any Tenderer who may be at The Chief Engineer /Superintending Engineer/Executive Engineer's or the Assistant Engineer's office at the time.
4. The Chief Engineer/Superintending Engineer/Executive Engineer or the Assistant Engineer reserves the right to reject any or all of the Tenderers without assigning any reason and to accept any tender in whole or in part.

Signature of Tenderer

Signature of Tender
Inviting Authority.

Signature of Tender
Accepting Authority

INSTRUCTION TO BIDDERS

SECTION – A

General guidance for e-Tendering

Instructions/ Guidelines for tenders for electronic submission of the tenders online have been annexed for assisting the Bidders to participate in e-Tendering.

1. Registration of Bidder

Any Bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through logging on to www.wbtenders.gov.in or <https://etender.wb.nic.in> (the web portal of UD&MA) the Bidder is to click on the link for e-Tendering site as given on the web portal.

2. Digital Signature certificate (DSC)

Each contractor is required to obtain Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Information's Centre (NIC) on payment of requisite amount details are available at the Web Site stated in Clause 3 DSC is given as a USB e- Token.

The Bidder can search & download NIT & Tender Documents electronically from computer once he logs on to the website mentioned in Clause 2 using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

3. Submission of Bids.

General process of submission, Tenders are to be submitted through online to the website stated in Cl. 2 in two folders at a time for each work, one in Technical Proposal & the other is Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC) the documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

4. Technical proposal:

5. General Process submission:

Tenders are to be submitted through online to the website stated in Sl. 1 two folders at a time for each work, one is technical Bid and another financial bid before the prescribed date and time using the Digital Signature Certificate.

Technical Bid: Technical bid contain scanned copies of the following further in two folders.

a. i) Online Technical Bid(Part-1), Statutory, containing:

- i) NITwithalladdendum&corrigendum(download&uploadthesamedigitallysigned.)
- ii) DemandDraft/PayordertowardsEMDasprescribedinNIT.

b. Online Technical Bid(Part-1), Non-Statutory cover containing:

- i) Documents of eligibilitycriteria of itemA,B&C.
- ii) Power of Attorney.
- iii) Aconsentletterforacceptanceof the warrantyclause.

Note:-Failureofsubmissionofanyoftheabovementionedddocuments(asstatedina.i)&a.ii)will renderthetenderliabletobesummarilyrejectedforbothstatutory&nonstatutorycover.

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

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

Sl. No.	Category Name	Sub-Category Description	Detail(s)
A.	Certificates	Certificates	<ol style="list-style-type: none">1. G.S.T. RegistrationCertificates.2. PAN.3. Valid Acknowledgement receipt of up to date Income TaxReturn.4. Aconsentletterforacceptanceofthesaidwarranty clause.5. Valid P.Tax.Certificate/Challan.
B.	Company Details	Company Details	<ol style="list-style-type: none">1. Up to date BIS approved license for production of differentdiameterofDIpipes.2. Certificate of Incorporation/Registration Certificate underCompaniesAct.3. AuditedBalanceSheetforlasttwoyears.4. Any other documents highlighting the Company Profile.5. Power ofAttorney.6. An affidavit affirmed before First Class Judicial Magistrate as per format prescribed in. Clause 'B 'of Other Mandatory RequirementunderEligibilityCriteria.
C.	Credentials	Credentials	<ol style="list-style-type: none">7. Previous successful supply completion certificate along withdocumentsundereligibilitycriteria.<ol style="list-style-type: none">1. Certificate from Govt. approved inspection agency like SGS/RITES/MECON/PDIL to ensure that the installed capacity of the factory along with the size range is sufficient to cater thetender quantity.

OFFICE OF THE BOARD OF COUNCILLORS

MEMARI MUNICIPALITY

Memari, Purba Burdwan.

NOTICE INVITING e-TENDER

e-NITNo. **WBMAD/MEMARI/WSP/NleB-01 of 2019-2020(2nd Call)**, **Dated:** 08/01/2020

Name of Work: Supply & Delivery of different diameter DISS (K-7) & (K-9) Pipes for Water Supply Projects within Memari Municipal area conforming to IS 8329- 2000 & IS: 5382-1985, (with latest revision and amendment if any).

SPECIFICATION AND SPECIAL TERMS & CONDITIONS

1. Centrifugally cast (Spun) Ductile Iron Pressure Pipes of class (K-7) & (K-9) for water supply, gas & sewerage with socket and spigot ends conforming to IS:8329 - 2000 with amendment No.1. The D.I. pipe to be supplied in standard working lengths of 4, 5, 5.5 and 6 Meters (subject to supply upto 10% in length shorter than marked specified lengths as per clause 15.5.1 of I.S:8329-2000). D.I. pipes shall be ISI marked and shall be suitable for push on joints (Rubber Gasket Jointing). The pipes shall be supplied with Centrifugally applied Portland Cement mortar lining inside and outside zinc coating with finished layer of Synthetic Resin coat compatible with zinc coating as per IS: 8329 -2000 (3rd revision) with Amendment No-1 along with supply of Rubber Gaskets conforming to IS: 5382 – 1985 (with latest revision & amendment if any).

DI Pipes should conform to ISI mark embossed on the pipes. The DI pipe Manufacturers / Tenderers should have valid BIS License for each and individual diameter of pipe for which he submits his bid.

2. While quoting the rates in the SCHEDULE OF SUPPLY OF MATERIALS, Manufacturers/Tenderers will quote their rates for supply of D.I .Pipes per meter in Municipal stack yard/stores at memari or any where near Municipal Area in word and figures inclusive of transportation cost & GST Rate, as applicable of D.I. pipes including inspection charges of SGS/RITES/MECON /PDIL as the case may be. Conditional tender will not be entertained.

Bidders shall supply requisite number of EPDM quality Rubber Gaskets conforming to IS 5382:1985 for each of the joints admissible in the ordered quantity plus (+) 5% extra to be included in the quoted rate

DI pipes are to be supplied with polyethylene sleeving tube conforming to IS: 8329 - 2000 duly tested by CIPET/equivalent certificate (test certificate should be furnished) as an insulating jacket. For this purpose the

length of ordered quantity plus (+) 5% extra to be included in the quoted rate. All the expenditure for the test is to be borne by the successful bidder.

External coatings of the pipes will be epoxy over zinc coating and inside cement mortar lining as per IS 8329:2000, (with latest revision, if any).

Third Party Inspection (TPI) through SGS/RITES/MECON/PDIL of the pipe is mandatory before delivery of pipes. TPI report should cover (i) all the parameters as per IS :8329 – 2000 (with latest revision, if any), (ii) test to ensure Rubber Gasket quality as per IS code. The inspection charge to be included in the quoted rates.

3. The pipe will have to bear the specific identification mark at the socket end face, as will be intimated by Authority in due course.

4. If any manufacturing defect/crack are found in Pipes at any stage during its supply, laying & commissioning of the same, those Pipes shall have to be replaced immediately by the Manufacturers/ Tenderers at their own cost.

5. In case of failure to execute the supply work satisfactorily and timely to comply with any condition of this tender, the offer may be terminated without any prior notice and the Earnest Money along with the security deposit will be forfeited without any correspondence.

6. Carriage of pipes including loading, unloading and stacking at Memari Municipal stack yard, Memari or to any place within Memari Municipal Area is to be done by the Tenderer without any additional charge or cost.

7. Transit insurance will have to be arranged by the Manufacturers/ Tenderers at their own cost.

(a) The sampling size will be guided as per relevant IS code.

13. The successful Manufacturer/ Tenderer (whose tender has been accepted) will have to provide security deposit, worth 10% of the Tendered Amount in the following manner:

The 2% Earnest money deposited by the successful bidder will be converted as Security Deposit.

- a) If the Earnest Money is less than 2% of the bid value of the successful bidder then the balance amount will have to be deposited before agreement of the tender.
- b) If the Earnest Money is more than 2% of the bid value of the successful bidder then the balance amount may be refunded on demand basis.
- c) Balance 8% will be realized progressively by way of deductions from R.A. Bill against each purchase order or by way of submission of Bank Guarantee of equivalent amount for each purchase order by the manufacturer/ Tenderer for a period valid up to 24 months from the date of issue of Letter of Acceptance
- d) (a) & (b) above must be paid on line.
- e) The security Deposit will be released after 12 months of after the completion of total supply, to the satisfaction of Competent Authority, provided no manufacturing defects are reported in any form. In case any defect is reported, the manufacturer will be required to replace the defective pipes immediately

within 15 days from the date of issue of letter from The The Chairman, Memari Municipality free of cost along with the cost of such replacement including relaying, if any. Any loss sustained by Municipality, shall be borne by the Manufacturer/ Tenderer failing, which the entire cost shall be realized from any form of security deposit as mentioned above, lying with Municipality and the manufacturer may be debarred in participating in any future tender of Municipality along with other legal actions.

The successful Tenderer will, within 10 (Ten) working days from the date of issue of the letter of Acceptance of his tender, submit 5 (five) additional copies of the full set of the contract documents. The documents required for the additional copies of the contract will have to be purchased by the successful Tenderer from the office of the Memari Municipality, Purba Bardhaman, at a price of Rs. 5005/- per set. All the copies must be duly completed as per the original and signed on every page by the Tenderer before submission of the same to Municipal office within the specified time.

14. In the event of failure from the part of the contractor in furnishing balance amount to fulfill the EMD requirement i.e. 2% of the Tendered Amount & submitting additional copies of completed agreement within 10 days of issue of Letter to Acceptance by the The Chairman, Memari Municipality as mentioned above, the tender will be liable for rejection and the Earnest Money deposited by the Tenderer will be forfeited. Also the manufacturer may be debarred in participating in any future tender of Memari Municipality.

15. The rates offered will remain valid for 365 days for acceptance of the tender from the date of opening of the tender (Financial Bid).

16. The accepted rate will remain valid through out the contract period i.e. from the date of issue of LOI and no claim for escalation of rates will be entertained.

17. Within the validity of the contract period i.e. 12 (Twelve) months from the issue of date of acceptance / work order, different Purchase Orders will be issued phase wise as per requirement of Authority within the contract period.

18. The supply of D.I. pipes is to be completed within 60 (Sixty) days from the date of issue of respective Purchase order.

19. There may be increase or decrease in ordered quantity of different diameter DI pipes from the tendered quantity. The tenderer shall have to supply the same at the accepted rate of contract during the pendency of the contract. No additional claim for this variation will be entertained.

20. During submission of any Bill, the Manufacturers/tenderers shall have to attach declaration towards the warranty clause as per model format given the NIT. A consent letter for acceptance of the said warranty clause has to be enclosed in the NIT.

21. Payment of R.A. Bill – submitted by the manufacturer / supplier for materials supplied against Purchase Order will be made as early as possible depending on availability of fund. Normally bill should be submitted after completion of supply of all the pipes as ordered against any Purchase

Order. However, R.A. Bill can be submitted for part supply against any Purchase Order. While submitting the bills the supplier will ensure furnishing requisite documents as will be required by the The Chairman, Memari Municipality, to verify satisfactory supply of the pipes to the concerned consignee(s) as per Purchase Order.

22. Lowest rate for each diameter of pipe of different category to be considered separately. Hence, the tendered quantity may be distributed among the lowest tenderers for each diameter of pipe under different category.

23. However the The Chairman Memari Municipality has got right to cancel any tender showing no reason at all. Hence, no claim from the lowest quoted Tenderer for particular diameter of pipe of different category, will be entertained.

SignatureofTenderer

SignatureofTender
InvitingAuthority.

SignatureofTender
Accepting Authority

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DECLARATION BY THE TENDERER

A. I/We have carefully gone through the Notice Inviting e-Tender and all other documents including all relevant Terms and Conditions of Contract contained in the Tender Documents.

B. My/Our Tender is offered taking due consideration of all factors and if the same be accepted, I/we promise to abide by all stipulations of the contract documents, carry out and maintain requisite progress as directed & complete the work to the satisfaction of the Authority within the target date.

C. * Sri/Smt.....of Office of the Memari Municipality is related to me/us as stated below :-

.....
.....
.....

D. * I/We have no relative/relatives working in the Office Of the Memari Municipality.

{* Strike out whichever is not applicable.}

Signature of the Tenderer with Seal

Name of Tenderer (in Block letters): Address:

Signature of Tenderer

Signature of Tender
Inviting Authority.

Signature of Tender
Accepting Authority

MODEL FORMAT OF WARRANTY CLAUSE

(See Clause 11(a) of Rule 47 of WBFR-11)

The Manufacturer / supplier hereby declare that the D.I. Pipes sold to the buyers under contract (reference
..) shall be of the best quality (and workmanship) strictly in accordance with the specifications
and particulars contained/mentioned in the IS 8329/2000 (Latest revision) with Amendment No.1 thereof and the
manufacturer/supplier hereby guarantees the
said D.I. Pipes would continue to conform to the description and quality aforesaid for a period of 12 (twelve) months
from the date of completion of the delivery of the said D.I. Pipes to the purchaser and that notwithstanding the
fact that the purchaser (inspector) may have inspected and/or approved that said materials. If during the aforesaid
period of 12 (twelve) months the said materials be discovered not to conform to the description and quality
aforesaid or have deteriorated (and the decision of the purchaser in that behalf will be final and conclusive). The
purchaser will be entitled to reject that defective materials or such portion thereof as may be discovered not to
conform to the said description and quality. On such rejection the materials will be at the seller's risk and all the
provisions herein contained relating to rejection of materials etc., shall apply. The manufacturer/supplier shall, if
so called upon to do, replace the materials etc., or such portion thereof as is rejected by the purchaser otherwise
the manufacturer/supplier shall pay to the purchaser such damages as may arise by reason of the breach of the
conditions herein contained.

Signature of Tenderer

Signature of Tender
Inviting Authority.

Signature of Tender
Accepting Authority

MODEL FORMAT OF BANK GUARANTEE

(To be furnished after acceptance of tender)

- In consideration of Memari Municipality, represented by The The Chairman ,Memari Municipality, Purba Burdwan has agreed, vide his No. Dated

(Mentioned the no. & date of letter of acceptance), to accept the tender of (Mention the name of the manufacturer / supplier. Here in after called the contractor) under e-Tendering NIT No. **WBMAD/MEMARI/WSP/NleB-01of 2019-2020(2nd Call), Dated: 08/01/2020**and enter into an agreement (Herein after called as agreement) with the said contractor for the Supply and Delivery of different diameter of DISS (K-7) & (K-9) pipes for water, gas and sewage conforming to specification IS- 8329/2000 (3rd Revision) with amendment No.1 with IS marked in standard lengths, suitable for Rubber Gasket (Push On) jointing with internal cement mortar lining and external protection by metallic zinc coating with finished layer of Bitumen coating at Municipality stack yard / stores at Memari, Purba Burdwan or anywhere within Memari Municipal Area. For due fulfillment of the terms and conditions contained in the agreement by the contractor a bank guarantee for.....Rs (Rupees only. We (Indicate the name of Bank and Branch)(Hereinafter referred to as die "bank") do hereby undertake to pay to The The Chairman Memari Municipality an amount not exceeding Rs.....(Rupees.....) only against any loss or damage caused to or suffered or would be caused to or suffered by Memari Municipality by reason of any breach by the said contractor of any of the terms or conditions contained in the said agreement within the time limit.
- 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 Memari Municipality stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by Memari Municipality by reason of any breach by the said contractor of any of the terms and conditions contained in the said agreement inclusive of failure on the part of the replacement of defective materials 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.
- We (indicate the name of bank and branch) undertake to pay to Memari Municipality any amount so demanded notwithstanding any disputes raised by the contractor in any suit or proceedings pending before any Court or Tribunal relating thereto our liability under this present guarantee being absolutely unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment there under and the contractor shall have no claim against us for making such payments.

Signature of Tenderer

Signature of Tender
Inviting Authority.

Signature of Tender
Accepting Authority

4. We (indicate the name of bank and branch) further agree that the guarantee here-in-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 Memari Municipality under or by virtue of the said agreement have been fully paid and its claim satisfied or discharged or till the Authority certifies that terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.

5. We (indicate the name of Bank and Branch) further agree with the The Chairman Memari Municipality that Authority shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to the extend time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by Municipal Authority against the said contractor and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of such variation or extension being granted to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision have effect of so relieving us.

6. This guarantee will not be discharged due to change in the constitution of the bank or the contractor.

7. We (Indicate the name of the Bank & Branch) undertake not to revoke this guarantee during its currency, except with the previous consent of The The Chairman Memari Municipality in writing.

8. Notwithstanding anything contained here-in-above:

Our Liability under this bank guarantee shall not

exceed Rs.....(Rupees.....) only.

This bank guarantee shall be valid up to.....

We shall be liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only Municipal Authority serves upon us a written claims or demands on or before the date of expiry of the guarantee which falls on ___irrespective of whether or not the original is returned to us.

Date: _____

Signature _____

For _____

(Name of the Bank & Branch)

Address:

GENERAL RULES AND DIRECTION FOR GUIDANCE OF QUOTATIONER/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 provoked 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 indemnify 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 effected 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 within 30 days after receiving the pipe materials as per stipulated terms and condition laid down in the agreement.

26. **Deduction of Tax**

Deduction of sales Tax, Income Tax is not applicable as per prevailing tax laws.

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 Quotations received will be opened by the **Municipal Authority** in the presence of Quotationers who may be at the office at the time.

33. The authority reserves the right to reject any or all of the Quotations without assigning any reason and to accept any Quotation in whole or in part.
34. The Supplier has to quote the rates both in figures and words against each item of supply for execution of a Rate-contract Agreement which should be valid for 1 (one) year from the date of the agreement.
35. Supply is to be completed in all respect within stipulated time frame after the supply order is placed.

Signature of Tenderer

Signature of Tender
Inviting Authority.

Signature of Tender
Accepting Authority

Name of the Work: Supply & Delivery of different diameter DISS (K-7) & (K-9)Pipes for Water Supply Projects within Memari Municipal area conforming to IS 8329- 2000 & IS: 5382-1985,(with latest revision and amendment if any).

A)DISS(K-7)Pipes.

SL NO	Particulars of Pipes (Dia in mm)	Quantity in meter
1	100- (K-7)	86916.0m
2	150- (K-7)	15837.0m
3	200-(K-7)	11408.0m
4	250-(K-7)	2672.0m
5	300-(K-7)	265.0m
6	350-(K-7)	639.0m
7	400-(K-7)	26.0m
A	<u>TOTAL LENGTH:</u>	117.763 K.M

B) DISS (K-9)Pipes.

SL NO	Particulars of Pipes (Dia in mm)	Quantity in meter
8.	150(K-9)	9380.0 m
9.	200(K-9)	650.0m
10.	250(K-9)	445.0m
B	<u>TOTAL LENGTH:</u>	10.475KM

Affidavit Format

One Affidavit before Notary will have to be submitted mentioning the correctness of the documents and Declaration of penalty, debarment etc. faced by the declarant under any Govt / Semi- Govt / Autonomous body / Institution / local body in hard copy along with serial no (d) above within stipulated date & time.

Points/Declaration to be furnished in the AFFIDAVIT

- i) I(Name), Son of (Father's Name), residing at (Residential Address) having office at (Business Address) do hereby solemnly affirm and declare as follows:
- ii) Partnership Details:
- iii) Reference NIT No, Sl.No.
- iv) All Documents submitted by me are genuine, authentic, true and valid.
- v) 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.
- vi) Neither any penalty or debarment was made against me nor against the firm in any way at any Govt./Autonomous Body/Institution.
- vii) That I am a citizen of India.

All above statements are true to the best of my Knowledge and belief.

The Chairman,

Memari Municipality