

OFFICE OF THE  
**BALURGHAT MUNICIPALITY**



SOVA MAJUMDER SARANI  
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Memo No – 2578 /PW - 1

Date – 23.11.2023

**NOTICE INVITING e-QUOTATION NO: MAD/ULB/BLGT/PW/20/23-24**

The Chairman, on behalf of Board of Councillors, invites e-Quotation (electronic tender process) in Two-part System to obtain rates from manufacturer of DI pipes for supplying of DI pipe materials for one year period, for Balurghat Municipality as stated below. Materials are to be supplied within Balurghat town under the State of West Bengal as and when required during one year contract period. Rates quoted should be inclusive of all taxes and delivery charges together with loading /unloading, handling & stacking charges at site. Supply of materials would be for Water Supply Scheme of Balurghat Municipality under 15<sup>th</sup> FC Fund (Tied). Time to time supply order will be issued by the EIC as per his requirement.

1.	Name of Work:	Supply and delivery at site of ISI Mark Socket and Spigot jointing system, centrifugally cast K7 Pipes conforming to IS 8329: 2000 with latest amendments in standard length as per NIEQ within Balurghat Municipal area
2.	Scope of Work:	Supply and delivery at site ISI Mark Socket and Spigot jointing system centrifugally cast DI (K7) Pipes conforming to IS 8329-2000 (Third revision) with latest amendments in standard length of 4m, 5m, 5.50m, 6m for push-on joint (rubber gasket) with internal cement mortar lining and external protection by metallic zinc coating with finish layer of epoxy/bituminous coating of outside as per IS 8329-2000 specification with necessary jointing material rubber gasket (IS 5382: 1985) including transportation, loading, unloading and stacking at site including free supply of polythene sleeves for Water Supply Projects within Balurghat Municipal area
	Approx. Quantity of Pipe to be Supplied:	1. 100 mm dia (K7)- 6000 m 2. 150 mm dia.(K7)- 500 m
		<b>NOTE:- If required the EIC may place a separate work order in addition to the above quantity within the Time of completion of contract with prior consent of manufacturer for any dia. of pipe mentioned above with same quoted rate and terms and condition.</b>
3.	Location of Work:	Within Balurghat Municipal area. Dist. – Dakshin Dinajpur
4.	Eligibility to participate in the Quotation:	i) For bulk purchase of DI pipes, Bonafide & established D.I pipe manufacturers are only eligible. <b>The DI pipe Manufacturers should have valid BIS License for marking ISI Mark on their products.</b> ii) The D.I pipe manufacturer should produce satisfactory performance of supplying D.I. Pipes of same brand to Govt./ Semi Govt./ Autonomous Bodies/ Local Bodies in Indian projects. Such satisfactory performance certificate should be issued by Govt. Authority not below the rank of Executive Engineer and should be enclosed along with the bid documents as documentary evidence. <b>But such experience is not mandatory.</b> iii) Manufacturers should have Valid PAN no., Certificate of Provisional GST Registration/GST Registration Certificate, Professional Tax Receipts. <b>The manufacturer should have valid Certificate from Pollution Control Board.</b> iv) Certificate to ensure that the installed pipe manufacturing capacity of the factory is sufficient to cater to the Quotation requirement. v) <b>Valid BIS certification</b> of the manufacturer for each and individual diameter of pipe Quotated. vi) External coating of the pipes will be bituminous/synthetic resin over zinc coating and inside cement mortar lining as per IS: 8329:2000. <b>A declaration in this regard is to be submitted.</b> vii) Certificate from reputable Government 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 Water Supply and Treatment. viii) <b>Providing rubber gasket</b> conforming to IS 5382:1985 for each of the joints admissible in the ordered quantity +5% extra to be included in the quoted rate. ix) <b>Third Party Inspection (TPI)</b> through RITES/MECON/EIL/PDIL of the pipes is mandatory before delivery of the pipes. TPI report should cover: <ul style="list-style-type: none"><li>• All the parameters as per IS: 8329:2000</li><li>• Test to ensure rubber gasket quality as per IS code 5382:1985.</li></ul> The inspection charge etc. is to be included in the quoted rate. x) The <b>sampling size</b> will guided as per relevant IS code. xi) A declaration in the form of Affidavit in a non-judicial stamp paper of Rs. 100/- duly <b>affirmed before a Notary Public / 1st Class Magistrate</b> should be submitted which must include the following declaration:

- a) That all the documents submitted by me/our/M/S ..... are authentic.
  - b) The Quotationer should not have been **blacklisted** / debarred / disqualified / disallowed to supply Ductile Iron pipes in case of EPC contracts / Turnkey contracts / Supply Order contracts / Rate contracts for the entire or any part thereof, by any of the Central / State Government / Board / Corporation / as procuring entity in India with respect to quality issues in last three years, from the date of the submission of the tender. The Quotationer will submit affidavit thereof duly notarized (with seal) in respect to the above condition. If any such case is declared in the Affidavit or otherwise discovered, the applicant's tender shall be cancelled summarily without assigning any reason whatsoever.
  - c) Complete history of all litigations regarding Debarment/ De-listing/ Blacklisting/ Disallowance by any Govt. Dep't. / Gov. Undertaking/ Statutory Body/ Municipality/ Municipal Corporation and of the like Govt. Bodies in D.I. Pipe supply tender in India during last three years from the date of submission of tender. Depending on the disclosures, the Tender Inviting Authority shall exercise its sole discretion to accept or not to accept the Technical Quotation and qualify the Quotationer for opening its Financial Quotation. The Quotationer will however be given a suitable opportunity to offer its explanation before any such action is taken.
- xii) Uploading of scanned copies of Pan Card, Income Tax Return receipts, Professional Tax receipts, Certificate of Provisional GST Registration/GST Registration Certificate & scanned copy of Affidavit in the Technical Proposal as Non Statutory Documents.
- xiii) All Suppliers/ Quotationer should have to upload only their self-attested copies of the requisite documents in the website for submitting their Quotation.

**NOTE:-**  
 In reference to the issued order of the Chief Engineer, M. E. Dte., UD & MA Dept. Vide No ME/3035/1 (24)/O-7/1991 Pt.-IV dated 25.01.2021

**The Quotationer(s) should not have been black listed debarred / disqualified / disallowed to supply Ductile Iron Pipes in case of EPC contracts / Turn-key contracts / Supply Order contracts / Rate contracts for the entire or any part thereof, by any of the Central / State Government / Board / Corporation / as procuring entity in India with respect to quality issue in last three years from the date of the submission of tender / quotation. The Quotationer(s) will submit affidavit as per Clause 4(xi). If any such incident is disclosed the tender / quotation will be liable to be disqualified and the tender / quotation will be rejected and the financial Quotation of the said Quotationer(s) will be considered to be non-opening.**

5.	Documents to be produced in support of Credential for Quotation Part-I (Prequalification Documents)	A successful performance and work completion certificate supplemented with work order along with payment certificate issued by the competent authority shall have to be furnished in support of credibility in terms with eligibility criteria depicted in this Notice ( <i>Ref: Sl. No. 4 :Eligibility to participate in the Quotation</i> ). But such experience is not mandatory. Besides this, following documents shall have to be furnished: i) Bank Solvency Certificate amounting Rs. 3000000.00 (Thirty Lakh) ii) Average Annual Turnover of Rs. 4000000.00 (Forty Lakh) within last five years.
6.	Earnest Money	2% of the Quoted Quotation price in two parts as given below. Amount of <b>Rs. 1,00,000 (One Lakh)</b> as an <b>initial Earnest Money Deposit</b> which should be remitted through NEFT/RTGS challan from the e-tendering portal and to be documented through e-filing. The scan copy of NEFT/RTGS challan from the e-tendering portal should be uploaded in file, for the amounts mentioned. The scan copy of NEFT/RTGS challan from the e-tendering portal towards the EMD should be uploaded as Statutory Document / Technical File as per order of Finance Department Govt. of W.B. vide memo no. 3975-F(Y) dated 28.07.2016. Balance Earnest Money Deposit, if any, i.e. beyond Rs. 1,00,000 (One Lakh) to complete 2% of the Quoted Quotation price, shall have to be deposited after acceptance of Quotation Proposal.
7.	Cost price of Quotation documents	NIL

8.	Date and Time Schedule:-	Sl.No.	Particulars	Date and Time
		a)	Date of uploading of NieQ. and Quotation Documents online) (Publishing Date)	24.11.2023 (17:00 PM)
b)	Documents download/sell start date (Online)	25.11.2023 (11:00 AM)		
c)	Date of virtual Pre-Quotation Meeting	NA		
d)	Quotation submission start date (On line)	25.11.2023 (17:00 PM)		
e)	Quotation Submission closing (On line)	16.12.2023 (17:00 PM)		
f)	Quotation opening date for Technical Proposals (Online)	20.12.2023 (12:30 PM)		
g)	Date of uploading list for Technically Qualified Quotationer (online)	To be notified later		
h)	Date and Place for opening of Financial Proposal (Online)	To be notified later		
i)	Date of uploading of list of qualified Quotationer along with the offer rates through (on line)	To be notified later		
j)	Also if necessary for further negotiation through offline for final rate.	To be notified later		
9.	Validity of Contract	365 (Three Hundred & Sixty Five) calendar days from the date of issuance of Work Order.		
10.	Quotation documents	<p>A full set of Quotation documents consists of 2 Parts. These are</p> <p><b>PART I:-</b>Containing all documents in relation to the name of the manufacturer applied for and credential possessed along with all documents as depicted in Sl. No. 4 along with this NieQ and its all corrigenda's.</p> <p style="text-align: center;">&amp;</p> <p><b>PART II:-</b>Containing the Following Document. Quotation Price / Price Schedule.(.xls format)</p>		
11.	Authority who recommend the Pre-qualification of Quotationer	Quotation will be checked for Pre-Qualification mentioned in Sl. no. 4 of this table by the Superintending Engineer (Central Circle), Municipal Engineering Directorate.		
12.	Supply order issuing authority	Chairman, Balurghat Municipality.		
13.	Authority who will receive the material.	Chairman, Balurghat Municipality.		
14.	Validity of Quotation	A Quotation submitted shall remain valid for a period of 180 calendar days from the date set for opening of Quotations. Any extension of this validity period if required will be subject to concurrence of the Quotationer.		
15.	Withdrawal of Quotation	A Quotation once submitted shall not be withdrawn within the validity period. If any Quotationer/Quotationer withdraw his/their Quotation(s) within the validity period then Earnest Money as deposited by him/them will be forfeited.		
16.	Acceptance of Quotation	The undersigned will accept the Quotation. He/She does not bind himself/herself to accept otherwise the lowest Quotation and reserves to himself/herself the right to reject any or all of the Quotations received without assigning any reason thereof.		
17.	Intimation	The successful Quotationer will be notified in writing of the acceptance of his Quotation. The Quotationer then becomes the "Contractor" and he shall forthwith take steps to execute Formal Contract Agreement in appropriate "WBF 2908" with the Chairman, Balurghat Municipality and fulfil all his obligations as required by the Contract.		
18.	Escalation of Cost	There will be no escalation in cost for materials and the contract price mentioned in the contract stands valid till completion of the contract, and other obligation, if any.		
19.	Name & address of Engineer-In-Charge (EIC) of the Work	Assistant Engineer, Balurghat Municipality Sova Majumder Sarani, Balurghat Dist.:- Dakshin Dinajpur, WEST BENGAL, PIN- 733101 Phone: 8617410801/ 9434120745. E-mail ID – <a href="mailto:bmpality@gmail.com">bmpality@gmail.com</a>		
20.	Payment	Payment will be made to the successful Quotationer by the Chairman, Balurghat Municipality		
21.	Influence	Any attempt to exercise undue influence in the matter of acceptance of Quotation is strictly prohibited and any Quotationer who resorts to this will render his Quotation liable to rejection.		
<b>Following clauses are to be adhering to by the concerned Quotationer during the process of Quotationing.</b>				
22.	In case of Bundh/strike /holiday etc. falls on the schedule dates as mentioned above, the same will be treated next working day of the fixed dates and time as scheduled above only for Sl. No. B) v) to viii) of Table-1.			
23.	Scrutiny of technical proposal and recommendation thereafter and processing of Comparative Statement for acceptance etc. will be made by Balurghat Municipality			

24	For participating in the Quotation, the Quotationer shall have to pay the Earnest Money as specified in this NIEQ shall be paid by online Internet Bank transfer or NEFT or RTGS (as per GO No. 3975-F (Y) dated 28.07.2016 of Finance Dept., Govt. of West Bengal. Every such transfer shall be done on or after the date of publish of NIEQ. Any bid without such transfer of Earnest Money (Except exemption as per G.O.) shall be treated as informal & shall be automatically cancelled. Online transfer of Earnest Money receipt have to be uploaded as statutory document (Scanned Copy).
25	<b>Penalty for suppression / distortion of facts:</b> Submission of false document by Quotationer is strictly prohibited and in case of such act by the Quotationer the same may be referred to the appropriate authority for prosecution as per relevant IT Act with forfeiture of earnest money forthwith.
26	In case office faces sudden closure owing to reason beyond the scope and control of the undersigned, any of last date/dates as schedule in Sl. No 8 may be extended up-to/to next and following working day without issuing further and separate notice should the undersigned feel it to be necessary and exigent.
27	Persons having authenticated and having registered Power of Attorney may be considered lawfully becoming to be acting on and for behalf of the Quotationer.
28	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 Quotationer/Contractor strictly.
29	In case of any dispute arising from any clauses of similar nature between Quotation documents and WBF 2908 the decision of the Chairman, Balurghat Municipality will be final and binding. If any discrepancy arises between two similar clauses on different notifications, the decision of Chairman, Balurghat Municipality is final & binding.
30	All usual deductions for taxes as applicable i.e. GST as applicable will be made from the bills from time to time.
31	No conditional Quotation shall be entertained.
32	At the time of uploading the Quotation, the intending Quotationer shall upload a scanned copy of EMD receipt along with his/her Quotation. Any Quotation without such scanned copy of EMD receipt (Except exemption as per G.O.) shall be treated as informal and shall be automatically cancelled.
33	Prospective applicants are advised to note carefully the minimum qualification criteria as Mentioned in 'Instructions to Quotationers' before Quotationing.
34	During scrutiny, if it is come to the notice to Quotation inviting authority that the credential Or any other papers found incorrect/manufactured/fabricated, that Quotationer will not be allowed to participate in the Quotation and that application will be out rightly rejected without any prejudice.
35	Before issuance of the work order, the Quotation inviting authority may verify the Credential & other documents with the original of the lowest Quotationer if found necessary. After verification, if it is found that such documents submitted by the lowest Quotationer is either manufacture or false, in that case, L.O.A. / work order will not be issued in favour of the Quotationer under any circumstances.
36	Any legal matter will be settled within the jurisdiction of Hon'ble District Judges Court at Balurghat, Dist.-Dakshin Dinajpur, West Bengal.

Executive Officer  
Balurghat Municipality

Memo. No - 2578 /1(12)/PW - 1

Date - 23.11.2023

Copy to:-

1. The Chairman, Balurghat Municipality.
2. The MCIC, Balurghat Municipality.
3. The Finance Officer, Balurghat Municipality.
4. The Executive Engineer, MED, Malda Division, Malda
5. The Assistant Engineer, Balurghat Municipality
6. The Assistant Engineer, MED, Balurghat Sub-Division.
7. The Head Clerk, Balurghat Municipality
8. The Accountant, Balurghat Municipality.
9. The Cashier-in-charge, Balurghat Municipality.
10. The Received Section, Balurghat Municipality.
11. Municipal Notice Board for wide publication.
12. The Computer Section for up loading to Municipal web site.

Executive Officer  
Balurghat Municipality

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**SECTION - A**  
**INSTRUCTION TO BIDDERS**

**General guidance for e-Tendering**

Instructions/ Guidelines for Quotations for electronic submission of the Quotations online have been annexed for assisting the contractors to participate in e-Quotations.

1. **Registration of Contractor**  
Any contractor willing to take part in the process of e-Quotations will have to be enrolled & registered with the Government e-Procurement system, through logging on to <http://wbtenders.gov.in>. The contractor is to click on the link for e-Quotations site as given on the web portal.
2. **Digital Signature certificate (DSC)**  
Each contractor is required to obtain a class-II or Class-III Digital Signature Certificate (DSC) for submission of Quotations, 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 2. DSC is given as a USB e-Token.
3. The contractor can search & download e-NIT & Quotation 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 Quotation Documents.
4. **Modalities regarding participation of a bidder in different works & modification of certificate in the declaration Proforma attached with the Memorandum No. 797-W(C)/1M24/15 Dated 06.12.2017**  
[Ref. Memo No.80-W(C)/1M-24/15 Dated 25.01.2018 of Additional Chief Secretary, PWD]
  - (A) In a particular N.I.T., having multiple work, a bidder can participate in more than one work provided the bid capacity permits and **the bidder is capable to arrange and deploy separate set of required machineries for multiple works and complete the work in specified time.**
  - (B) In the declaration proforma attached with the **Memo No.797-W (C)/1M-24/15 Dated 06.12.2017**, the 5th certificate would be read as **"Certified that I have applied in the Quotation in the capacity of individual/as a partner of a firm" in place of "Certified that I have applied in the Quotation in the capacity of individual/as a partner of a firm and I have applied to the works under this e-NIT restricted to maximum one no. works, if more than one work in the same e-NIT"**
5. **Submission of Quotations.**  
Quotations are to be submitted online through the website stated in Cl. 2 in two folders as per Quotation schedule, one is Technical BID (Part-I) & the other is Financial BID (Part-II) 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).
  - (A) **TECHNICAL PROPOSAL (PART I)**  
The Technical proposal to be submitted in the following two covers (Folders):
    - (A-1) Statutory Cover Containing:  
Following Scanned Documents are to be uploaded virus scanned and digitally signed by the Bidders:-
      - (a) NIeT
      - (b) W.B.F. No. 2908
      - (c) Quotation Documents
      - (d) Prequalification (Section-B, Form-I, II & Affidavit).

[Note: At the time of submission of technical bid (online), bidders eligible for exemptions of Earnest Money (EMD) have to select exempted: yes and then upload the undertaking/exemption G.G.]

    - (A-2) Non-Statutory Cover Containing:  
Following Scanned Documents are to be uploaded virus scanned and digitally signed by the Bidder:-
      - (a) GST Registration / PAN / P. Tax Clearance Certificate,
      - (b) Income Tax Acknowledgement Receipt for last assessment year.
      - (c) Affidavit (Declaration by the Bidder)
      - (d) Trade License etc.
      - (e) Registration Certificate under Company Act. (if any).
      - (f) Registered Deed of Partnership Firm / Article of Association & Memorandum.
      - (g) Power of Attorney (For Partnership Firm / Private Limited Company, if any).
      - (h) Audited Balance Sheet & Profit & Loss A/c for last 5 (Five) Financial Year [if applicable]
      - (i) Experience Certificate for completion/ Payment Certificate of similar nature of work. (Section-B, Form-IV)
      - (j) Scanned copy of Original Credential Certificates.

**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 Document 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.

Sl. No.	Category Name	Sub Category Description	Details	Remarks
A	CERTIFICATES	CERTIFICATES	GST Registration / PAN / P. Tax Clearance Certificate Income Tax Acknowledgement Receipt	
B	COMPANY DETAILS	COMPANY DETAILS	Proprietorship Firm (Trade License) Partnership Firm (Partnership Deed, Trade License). Ltd. Company (Incorporation Certificate, Trade License) Power of Attorney Society (Society Registration copy, Trade License)	
C	CREDENTIAL	CREDENTIAL	Certificate of credential for Similar Nature of Work Done & Completion certificate/ Payment Certificate	
D	P/L BALANCE SHEET &	FY – 2018-19 FY – 2019-20 FY – 2020-21 FY – 2021-22 FY – 2022-23	Profit & Loss & Balance Sheet (with annexure and 3CB/3CD Form in case of Tax Audit)	

[Note: Failure of submission of any of the above mentioned documents (as stated in A-1 & A-2) will render the Quotation liable to summarily rejected for both statutory & non statutory cover.]

**All Corrigendum & Addendum Notices, if any, have to be digitally signed & uploaded by the Bidder in the Declaration Folder of My Documents.**

**(B) FINANCIAL PROPOSAL (PART II)**

The financial proposal should contain the following documents in one cover (folder) i.e. Bill of quantities (BOQ). The contractor is to quote the rate online through computer in the space marked for quoting rate in the BOQ; only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the contractor.

**6. Submission of Earnest Money:**

The earnest money should be deposited through Government e-portal system.

**7. Opening & evaluation of Quotation:**

**(A) Opening of Technical proposal:-**

- i) Technical proposals will be opened by the undersigned or his authorized representative electronically from the web site using their Digital Signature Certificate.
- ii) Intending bidders may remain present online if they so desire.
- iii) Cover (folder) for statutory documents should be open first & if found in order, cover (Folder) for non-statutory documents will be opened. If there is any deficiency in the statutory documents the Quotation will summarily be rejected.
- iv) Decrypted (transformed in to readable formats) documents of the non-statutory cover will be downloaded & handed over to the Quotation evaluation committee.

**(B) Uploading of summary list of technically qualified bidders:**

- i) Pursuant to scrutiny & decision of the Quotation Evaluation committee the summary list of eligible bidders will be uploaded in the web portals.
- ii) While evaluation the committee may summon the bidders & seek clarification / information or additional documents or original hard copy of any of the documents already submitted & if these are not produced within the stipulated time frame, their proposals will be liable for rejection.

**(C) Financial proposal**

- i) Financial proposals of the bidders declared technically eligible by the Quotation Evaluation Committee will be opened electronically from the web portal on the prescribed date, by the undersigned.
- ii) The encrypted copies will be decrypted and the rates will be read out to the contractors remaining present at that time.
- iii) The Financial Proposal shall be evaluated by the Quotation Inviting Authority for scrutiny and approval. Final summary result containing inter-alia, name of contractors and the rates quoted by them shall be uploaded provided he is satisfied that the rate obtained is fair and reasonable and there is no scope of further lowering down of rate.

iv) However, if there is any scope for lowering down of rates in the opinion of the Quotation Inviting Authority, further negotiation meeting with the lowest bidder may be held at the office of the concerned Executive Engineer which will be done offline. The final negotiation statement shall be uploaded in the website.

**8. Penalty for suppression/distortion of facts:**

If any Bidder fails to produce the original hard copies of the documents uploaded or any other documents on demand of the Quotation Inviting Authority within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression, the Bidder will be suspended from participating in the Quotations on e-Quotation 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 Executive Engineer, Malda Division, Municipal Engineering Directorate may take appropriate legal action against such defaulting Bidder.

**9. Rejection of Bid:**

The employer (Quotation accepting authority) receives the right to accept or reject any bid and to cancel the bidding process and reject all bids at any time prior to the award of contract without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidder or Bidders.

**10. Award of Contract:**

The Bidder who's Bid has been accepted will be notified by the Quotation Inviting & Accepting Authority. The notification of award will constitute the formation of the Contract. The Agreement in West Bengal Form No-2911(ii) with incorporation of all the required documents, i.e., NIEt including all its addenda & corrigendum, Application and Financial Offer on Bill of Quantities (BOQ) will be executed between the Quotation Accepting Authority and the successful Bidder. The Quotation Inviting Authority may ask for submission of the hard copy of all the uploaded documents of all eligible bidders along with original, before awarding contract.

  
Executive Officer  
Balurghat Municipality

**SECTION - B:**

**Forms to be submitted by the bidders**

**FORM - I**  
**PRE-QUALIFICATION APPLICATION**

To,  
The Chairman,  
Balurghat Municipality

Ref.:-Quotation for the work: - \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NIEt No. MAD/ULB/BLGT/PW/20/23-24.

Respected Sir,

Having examined the Statutory, Non Statutory & NIEt documents, I / We hereby submit all the necessary information and relevant documents for evaluation.

The application is made by me / us on behalf of \_\_\_\_\_ in the capacity \_\_\_\_\_ duly authorized to submit in 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) Quotation Inviting & Accepting Authority/Engineer-in-Charge can amend the scope & value of the contract bid under this project.
- (b) Quotation Inviting & Accepting Authority/Engineer-in-Charge reserves the right to reject any application without assigning any reason.

Enclosure: - e-Filling:-

1. Statutory Documents
2. Non Statutory Documents

Date:

**Signature of applicant including title**  
And capacity in which application is made.

**FORM-II**  
**FINANCIAL STATEMENT**

<b>B1</b>	Name of Applicant:					
<b>B2</b>	Summary of assets and liabilities on the basis of the audited financial statement of the last five financial years. (Attach copies of the audited financial statement of the last five financial years)					
		Year (Rs. in Lakh)	Year (Rs. in Lakh)	Year (Rs. in Lakh)	Year (Rs. in Lakh)	Year (Rs. in Lakh)
	a) Current Assets : (It should not include investment in any other firm)					
	b) Current liabilities : (It should include bank over draft)					
	c) Working capital : (a) - (b)					
	d) Net worth : (Proprietors Capital or Partners Capital or Paid up Capital + Resource & surplus)					
<b>B2</b>	Annual Turn Over					
<b>B3</b>	Annual value of works undertaken :					
Work in hand i.e. Work order issued	As on	As on	As on	As on	As on	As on

Work in progress				Work order issued but work not started		
Sl. No.	Name of the work with Quotation No.	Estimated Amount	% of work executed	Sl. No.	Name of the work with Quotation No.	Quotated Amount

Signed by an authorized officer of the firm

Title of the officer

Name of the Firm with Seal

Date \_\_\_\_\_



**FORM -III**  
**EXPERIENCE PROFILE**

Name of Applicant:

**LIST OF PROJECTS COMPLETED THAT ARE SIMILAR IN NATURE TO THE WORKS HAVING MORE THAN 40% OF THE PROJECT COST EXECUTED DURING THE LAST FIVE YEARS.**

Name of Employer	Name, Location & nature of work	Name of Consulting Engineer responsible for supervision	Contract Price (inRs.)	Percentage of Participation of company	Original Date of start of work	Original Date of Completion of work	Actual Date of completion of work	Reasons for delay in completion of work	Reasons for delay in completion (if any)

- Note:
- a) Certificate from the Employers to be attached.
  - b) Non-disclosure of any information in the schedule will result in disqualification of the firm.

**Signature of applicant including title**  
And capacity in which applicant is made.

**FORM -IV**

**DECLARATION AGAINST COMMON INTEREST**

To,  
The Chairman,  
Balurghat Municipality

Ref.:-Quotation for the work: - \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NIT No. MAD/ULB/BLGT/PW/20/23-24.

Respected Sir,  
I/We, Sri/Smt. \_\_\_\_\_, the authorized  
signatory on behalf of \_\_\_\_\_ do hereby affirm that I/We/any of the  
member of \_\_\_\_\_ bidding against NIT No. mentioned above, do not  
have any common interest either as a partner in any partnership firm /consortium/Joint Venture or as proprietor/Principal Share  
Holder of any other Firm/Company in the same serial for the work I/we want to participate.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Full name of Bidder / Contractor: \_\_\_\_\_  
Authorized Signatory: \_\_\_\_\_  
In the capacity of: \_\_\_\_\_  
Duly authorized to sign bid For& on \_\_\_\_\_  
behalf of (Name of Firm): \_\_\_\_\_

Office address with seal: \_\_\_\_\_ (In block Capital letters or typed)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone no(s) (office): \_\_\_\_\_  
Mobile No: \_\_\_\_\_  
Fax No: \_\_\_\_\_  
e-mail ID: \_\_\_\_\_

Note: In case of Joint Venture & Consortium the Lead Member to submit this format.

(DIGITAL SIGNATURE OF BIDDER IS SUFFICIENT)

**FORM - V**  
**DECLARATION BY THE QUOTATIONER - I**

To,  
The Chairman,  
Balurghat Municipality

Ref.: - Quotation for the work: - \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NIeT No. MAD/ULB/BLGT/PW/20/23-24.

Respected Sir,

1. That I am the \_\_\_\_\_ (designation) of  
\_\_\_\_\_ (Name of Quotationer) and duly authorized by a competent to affirm

this affidavit on behalf of the said Quotationer.

2. That I am fully aware of the sites of supply the site of work covered under above referred NIQ and have made myself fully acquainted with the local conditions in or around the site of work, I have also carefully gone through the Notice Inviting Quotation and Quotation Documents mentioned therein. Quotation of the above named quotationer is offered upon due consideration of all factors and if the same is accepted, I, on behalf of the aforesaid quotationer being duly authorized promise to abide by all the covenants, conditions and stipulations of the contract documents and to carryout & complete the supply work to the satisfaction of the Engineer-in-Charge of the work and abide by his instructions as may be given by him from time to time in that behalf. I also undertake to abide by the provisions of law including the provisions of contract labour (Regulation & Abolition) Act, 1970, Apprentice Act, 1961, west Bengal Sales Tax Act, Income Tax Act as would be applicable to the Quotationer upon entering into formal contract with Municipal Authority.

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

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

Solemnly affirmed by the Said Deponent Before me

**FORM – VI**  
**DECLARATION BY THE QUOTATIONER - II**

To,  
The Chairman,  
Balurghat Municipality  
NIeT No. MAD/ULB/BLGT/PW/20/23-24.  
Respected Sir,

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

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

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

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

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

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

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

Yours faithfully,

Authorized Signature

Name & Title of Signatory

Name of Quotationer :  
Address :

**FORM – VII**  
**FORMAT OF BANK GUARANTEE**

1. In consideration of Office of the Chairman, Balurghat Municipality, having agreed to accept, under the terms and conditions of an agreement dated made between .....and ..... for supply and delivery of different diameters of DI (K7) Pipes for water, gas and sewerage conforming to IS 8329-2000 (3<sup>rd</sup> revision) with amendment no 1 (herein after called the said agreement) for the due fulfillment by the said Manufacturer/Supplier of the terms and conditions contained in the said agreement a bank guarantee for Rs..... Rupees ..... only, we (indicate the name of Bank and branch) (hereinafter referred to as the "Bank") do hereby undertake to pay to Office of the Chairman, Balurghat Municipality an amount not exceeding Rs..... (Rupees ..... ) only against any loss or damage cause to or suffered or would be caused to or suffered by Office of the Chairman, Balurghat Municipality and / or the users of the said DI Pipes (hereinafter collectively called as "Beneficiaries") by reason of any breach by the said manufacturer/supplier of any of the terms or conditions contained in the said agreement, inclusive of failure on the part of the Manufacturer/supplier for replacement of defective pipes within the time limit.

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

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

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

Signature of Quotationer

Signature of Quotation  
Inviting Authority

Signature of Quotation Accepting  
Authority

**FORM - VIII**  
**QUESTIONNAIRE IN GENERAL**

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

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

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

**AFFIDAVIT – “A”**  
(To be furnished in Non – Judicial Stamp Paper of appropriate value duly notarized)

Ref:- MAD/ULB/BLGT/PW/20/23-24.

- a. I, the undersigned, do certify that all the statements made in the attached documents are true and correct. In case of any information submitted proved to be false or concealed, the application may be rejected and no objection/claim will be raised by the under-signed.
- b. The under-signed also hereby certifies that neither our firm M/s. \_\_\_\_\_ nor any of constituent partner had been debarred to participate in Quotation during the last 5 (five) years prior to the date of this NIeT.
- c. The undersigned also hereby certifies that no penal action initiated /taken against neither our firm M/s. \_\_\_\_\_ nor any of constituent partners for bad workmanship during the last 5 years prior to the date of this NIeT.
- d. The undersigned would authorize and request any Bank, person, Firm or Corporation to furnish pertinent information as deemed necessary and/or as requested by the Department to verify this statement.
- e. The undersigned understands that further qualifying information may be requested and agrees to furnish any such information at the request of The Department.
- f. Certified that I have applied in the Quotation in the capacity of individual/as a partner of a firm & I have not applied severally for the same job.

Signed by an authorized officer of the firm

Title of the officer

Name of the Firm with Seal


Date \_\_\_\_\_

**SECTION – C**

**Other Important Terms & Conditions**

- C - 1.** If the agency fails to supply the materials, penal action in the form of forfeiture of earnest money and or security deposit money, as decided by the authority, will be imposed on the agency and the decision of the authority will be conclusive and binding.
- C - 2.** If any pipe fails to withstand the pressure as suggested in the quotation paper during execution the same will have to be replaced, as per the quotation specification, by the agency at their own cost without any claim within 7 (seven) days (or as suggested by the authority). In case of failure of Pipes the authority shall have the right to recover the whole damage amount from the supplier. In this regard the claim will be ascertained by a competent State Government authority as per the decision of Superintending Engineer, Central Circle.
- C - 3.** The rate quoted should be inclusive of Transportation, Loading, unloading, stacking, Third party inspection charges, GST @ 18% and one pcs. Rubber gaskets (5% extra in total) to be supplied with each length of pipe along with plastic pipe sleeves. Excise Duty & Sales Tax is not applicable since GST will subsume all indirect taxes & duties such as Sales Tax, Excise Duty etc.
- C - 4.** Regarding quotations for Technical & financial The Decision of Superintending Engineer of Municipal Engineering Directorate (Central Circle) shall be final & binding on the applicants in this regard.
- C - 5.** The authority reserves the right to accept or reject any or all offer without assigning any reason.
- C - 6.** It is to be noted that Finance Department Notification No. 10500-Fdt.19th Nov. 2004 shall be applicable for finalization of tender. As per the said notification, the State Based Manufacturing of medium & large scale Industries will be given 10% price preference over large & medium unit & SSI units of other states. However the price preference is allowed only for the purpose of selection, but once a unit is selected on the basis of such preferences it has to agree to execute the work or make supplies at the lowest valid price bid failing which orders will be placed with the organization/ firms offering the lowest valid price. The term “State- Based Unit” means and includes the unit whose major manufacturing unit (if it has got more than one unit) is situated within the state.

- C - 7. The Supplier is to deliver the materials on or before the dates mentioned in the supply order, failing which he shall be bound to pay or allow one per cent on the total amount of the Supply for everyday not exceeding ten days that the Supplier shall not exceed the time for delivery of and by way of liquidated damages, provided however that EIC may at his discretion reduce in such cases as he/she may think fit. The said amount to such smaller amount as he/she may decide and his/her decision in writing in that respect shall be final.
- C - 8. In every case in which the payment or allowance mentioned in the above clause shall have incurred for ten consecutive days, the EIC shall have power either to annul the Supply altogether, or have supply completed without further notice at the Supplier's risk & expense as he/she may deem best suited to the interests of the authority and the Supplier shall have no claim to compensation for any loss that he may incur in any way.
- C - 9. If the supply of the materials is hindered due to the reason beyond the control of the supplier to necessitate extension of the time allowed in this Quotation, he shall apply in writing to EIC who shall grant it in writing if reasonable ground be shown for it and without such written authority of the EIC for and obtained prior to the expiry of the original date provided for in the agreement, the Supplier shall not claim exemption from the final leviable under clause 2.
- C - 10. The Supplier shall give notice to the EIC of his intension for making delivery of materials and on the material being approved, a receipt shall be granted to him by the EIC or his authorized representatives and no material will be considered as delivered until so approved.
- C - 11. On the completion of the delivery of materials the Supplier shall be furnished with a certificate to that effect but the delivery will not be considered complete until the Supplier shall have removed all rejected materials and shall have the approved materials stacked or placed in such position as may be pointed out to him.
- C - 12. The materials are of the best description and in strict accordance with the specification, and the Supplier shall receive payment for such materials only as are approved and passed by the EIC.
- C - 13. In the event of the material being considered by the EIC, to be inferior to that described in the specification the Supplier shall on demand in writing, forthwith remove the same at his own charge and cost and in the event his neglecting to do so within such period as may be stipulated by the EIC, may have such rejected materials removed at the Supplier's risk and expense, the expense incurred being liable to be deducted from any sums due, or which may become due to the Supplier. If any materials are found defective after supply of the same are to be replaced at free of cost within seven days.
- C - 14. If the Supplier or his work-people break or deface any building, road, fence enclosure or grass land or cultivated land, he shall make good the same at his own expense and in the event of his refusing or failing to do so, the damage shall be repaired at his expense by the EIC, who shall deduct the cost from any sums due, or which may be become due to the Supplier.
- C - 15. The decision of the Chairman, Balurghat Municipality shall be final binding and conclusive on all question relating to the meaning of the specification.
- C - 16. The EIC shall have power to make any alteration in, omissions from, additions to, or substitution for the original specification, drawings, designs and instructions, that may appear to him to be necessary or advisable during the course of supply of the materials and the Supplier shall be bound to supply the materials in accordance with any instructions which may be given to him in writing and such alterations, omissions, additions or substitutions shall not invalidate the Supply and any altered addition or substituted materials which the Supplier may be directed to supply in the contract in the manner above specified as part of the work shall be supplied by the Supplier on the same conditions in all respect on which he agreed to do the main work, and at the same rates as are specified in the Quotation for the main work.
- C - 17. The rates offered will remain valid for 180 days for acceptance of quotation from the date of submission of Tender.
- C - 18. The accepted rate will remain valid for a period of one year from the date of issue of LOI/Work Order and no claim for escalation of rates shall be entertained. However, any statutory variation will be on account of buyer.
- C - 19. Time being essence of supply, supply must be completed within stipulated time as to be given in the supply order.
- C - 20. If any Quotationer withdraws his offer within the validity of the Quotation Period without giving any satisfactory explanation for such withdrawal, Quotationer shall be disqualified for participation in any Quotation to any Corporation/ Municipality / M.E. Dte for a minimum period of one year within the State of West Bengal.
- C - 21. No Security Deposit @ current Govt. norms will be deducted progressively by the way of R.A. Bills against each purchase order if the Bank Guarantee against such value of the Gross amount of the Work Order value as mentioned is already submitted by the L1 bidder at the time of Formal Agreement. Also, Earnest money will be released in lieu of Bank guarantee @ 2% of total work value. The total amount of SD & Earnest money can be submitted by the agency in form of Bank guarantee during formal agreement for the above purpose.

  
Executive Officer  
Balurghat Municipality

**SECTION - D**

**Technical Specification and General Conditions**

- E - 1. While furnishing the prices, Manufacturers are requested to quote their prices for different categories of pipes diameter wise for class K7 as per BIS Standard and prices shall be including all taxes & duties and all cost of loading, unloading and transportation at site within Balurghat Municipal town.
- E - 2. Centrifugally Cast (Spun) Ductile Iron Pressure Pipes (Class K7/K9) for Water Supply Application with Socket and Spigot ends conforming to IS: 8329/2000 with latest Amendment.
- E - 3. D I Pipes should conform to ISI Marked embossed on the pipes D.I. Pipes Manufacturers should have valid BIS registration.
- E - 4. D.I. Pipes Manufacturers should furnish the name of the State where factory is situated.
- E - 5. Inspection may be carried out by Third Party Inspection (TPI) Agency as stipulated through RITES/MECON/EIL/PDIL.
- E - 6. Each pipe shall have to be cast or stamped or legibly painted on it with the approved mark as per relevant BIS specification (IS: 8329/2000) as follows.
- D - 10 - 1. The Manufacturer's name of Trade Mark.
  - D - 10 - 2. The nominal diameter of pipe.
  - D - 10 - 3. Class of pipe.
  - D - 10 - 4. I.S.I. Certification mark.
- E - 7. Internal surface should quoted with cement mortar lining and external surface should have the protection by metallic zinc coating with finish layer of bituminous/synthetic resin coating of outside as per IS 8329-2000
- E - 8. Rubber Gasket should be conforming to IS 5382: 1985.
- E - 9. Length of each pipe should be more than 4.0 m
- E - 10. Each pipe shall have to be cast or stamped or legibly and indelibly painted on it with the approved mark as per relevant IS specification (IS : 8329-2000) as follows :
- D - 10 - 1. Name of trade mark
  - D - 10 - 2. The nominal diameter of pipe
  - D - 10 - 3. Batch Number
  - D - 10 - 4. Class of pipe
  - D - 10 - 5. ISI certification mark
  - D - 10 - 6. The last two digits of the year of manufacturer
- E - 11. Materials supplied without inspection and stamping shall not be accepted and the same shall have to be replaced by the supplier at their risk and cost within seven (7) days from the date of receipt of such intimation.

  
Executive Officer  
23/11/23  
ca., Balurghat Municipality



## SECTION – E

### General Rules and Direction for Guidance of Quotationer/Suppliers

**E - 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.

**E - 2. Disruption of Progress:** The contractor shall give written notice to the Engineer-in-Charge 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 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.

**E - 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.

**E - 4. Programme of Supplies:** The contractor shall furnish within a fortnight from the date of order the followings:

- E - 4 - 1. Confirmation of the quantity of supply of items to be delivered.
- E - 4 - 2. Delivery schedule of the ordered materials

**E - 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 GST that are payable by the firm under the law of the land.

**E - 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.

**E - 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.

**E - 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.

**E - 9. Supplementary Specification:** Whenever reference is made in these documents to certain special specifications, 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.

**E - 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.

**E - 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.

**E - 12. Insurance of Works, etc.:** Without limiting his obligations and responsibilities, the contractor shall insure in the name of the EIC 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 EIC and contractor are covered for the period of supply as well as during the period of maintenance for loss or damage arising from a cause, and for any loss or damage occasioned by the contractor in the course of any operations carried out by him for the purpose of complying with his obligations as follows:

The works for the time being executed to the estimated current contract value thereof together with the cost of materials supplied by the Municipal Authority free of cost.

Such insurance as mentioned above shall be affected with an insurer and in terms approved by the EIC. 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.

**E - 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 EIC 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.

**E - 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.

**E - 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.

**E - 16. Idle Labour:** No claim for idle labour would be entertained under any circumstances.

**E - 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.

**E - 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.

**E - 19. Language for Correspondences:** The bid and all correspondence and documents related to the bid exchanged by the bidder and EIC 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.

10. **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.

**E - 21. Precedence of Contract Documents:** If any stipulation indicated in any component of contract documents is at variance in any respect with those in the other, the decision of the Superintending Engineer, Central Circle, M. E. Directorate will stand final and binding.

**E - 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-completion of the supply work in time as indicated elsewhere.

**E - 23. Action for non-completion:** Failure to comply with above conditions and specifications will result in the EIC 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.

**E - 24. Arbitration:** If the contractor claim that the decision or instruction of the 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 Engineer-in-Charge to record his decisions and reasons therefore in writing and shall within two weeks state his claim in writing to Engineer-in-Charge, the 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 Superintending Engineer, Central Circle, 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.

**E - 25.** 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.

**E - 26. 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 to the contractor.

**E - 27. Completion Certificate:** Engineer-in-Charge will issue certificate of completion of supply work when all supply works or otherwise undertaken have been completed in all respect as per Quotation & Agreement.

**E - 28.** 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.


**E - 29.** 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.

**E - 30.** All Quotations received will be opened by the Quotation Inviting Authority in the presence of Quotationers who may be at the office at the time.

**E - 31.** 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.

**E - 32.** 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.

**E - 33.** Supply is to be completed in all respect within stipulated time frame after the supply order is placed.

  
23/11/23  
Executive Officer  
Balurghat Municipality  
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