KHARDAH MUNICIPALITY
B.T.ROAD, KHARDAH,
NORTH 24-PARGANAS, KOLKATA – 700 117

Memo no. –KDHM/29/WW/19-20 Date. – 05.09.2019

NOTICE INVITING e-TENDER NO: _ KDHM/29/WW/19-20

(Through Pre-qualification) (Submission of Tender through online)

1. On behalf of the board of councilors, The Chairman, Khardah Municipality, invites e-Quotations (electronic tender process), to obtain a rate from manufacturer of DI pipes for supplying of DI pipe materials for one year period, for Khardah Municipality as stated below from the DI Pipe manufacturers. Materials are to be supplied within Khardah 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 Khardah Municipality under 14th Finance Time to time supply order will be issued by "The Chairman, Khardah Municipality" as per their requirement.

   Details of quotation with necessary requirement towards submission/ download of Quotation Papers will be available from website:-***http://wbtenders.gov.in***directly with the help of Digital Signature Certificate (DSC).

2. Applicants willing to take part in the process of e-Quotationing will have to be enrolled &registered with the Government e-Procurement system; through logging on to **https://wbtenders.gov.in**using the option —click here to Enroll. Possession of a Valid Class II Digital Signature Certificate (DSC) in the form of smart card/e-token in the Company's name is a prerequisite for registration and participating in the Quotation submission activities through this web site. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web sitehttps://wbtenders.gov.in

3. Intending Quotationer/ Suppliers can search and download **NI e-T** and other Quotation documents electronically by logging on to the website https://wbtenders.gov.in, using his Digital Signature Certificate (DSC). This is the mode of collection of Quotation documents electronically.

4. For participating in the Quotation, the Quotationer shall have to pay the Earnest Money as specified in this NIeB 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 Deptt., Govt. of West Bengal. Every such transfer shall be done on or after the date of publish of NIeB. 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).

5. **Eligibility criteria for participation in Quotation:-**

i) For bulk purchase of DI pipes Bonafied manufacturers are only eligible. The manufacturer will submit previous experience certificate of supply of DI pipes to Government/PSU/reputable Private Sector bodies.

ii) Manufacturers should have Valid PAN no., Certificate of Provisional GST Registration/GST Registration Certificate, Professional Tax Receipts. They should have valid Certificate from Pollution Control Board.

iii) Certificate to ensure that the installed pipe manufacturing capacity of the factory is sufficient to cater to the Quotation requirement.

iv)Valid BIS certification of the manufacturer for each and individual diameter of pipe Quotationed.

v) External coating of the pipes will be bituminous/epoxy over zinc coating and inside cement mortar lining as per IS: 8329:2000.

vi) 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 CPHEO Manual Water Supply and Treatment.

vii) Providing rubber gasket conforming to IS 5382:1985 for each of the joints admissible in the ordered quantity +5% extra to be included in the quoted rate.

viii)Third Party Inspection (TPI) through RITES/MECON/EIL/PDIL of the pipes is mandatory before delivery of the 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 5382:1985. The inspection charge.etc is to be included in the quoted rate.

ix) The sampling size will guided as per relevant IS code.

x) A declaration in the form of Affidavit in a non-judicial stamp paper of Rs. 100/- duly affirmed before a Notary Public/1st Class Magistrate should be submitted which must include the following declaration

a) That all the documents submitted by me/our/M/S ..... are authentic.

b) That I/We/M/S ..... has not been /Debarred/Delisted/Blacklisted / Disallowed by any Govt. Deptt. / Gov. Undertaking/ Statutory Body/ Municipality/ Municipal Corporation and of the like Govt. Bodies in D.I. Pipe supply tender in India as on date of submission of Tender.

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 Bid and qualify the tenderer for opening its Financial Bid. The tenderer will however be given a suitable opportunity to offer its explanation before any such action is taken.

xi) 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.

xii) All Suppliers/ Quotationer should have to upload only their self-attested copies of the requisite documents in the website for submitting their Quotation.

TABLE - 1 6.

DATE, SCHEDULE & DESCRIPTION OF WORK:-

A. a)	Name of the work	:	Supply and delivery at site ISI Mark Socket and Spigot jointing system centrifugally cast DI (K9/K7) Pipes conforming to IS 8329-2000 (Third revision) in standard length 4 m, 5 m, 5.50 m, 6 m 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 polyethylene sleeves for Water Supply Projects.

b)	Manufacturers eligible for submission of rate		• Manufacturers should have Valid PAN no., Certificate of Provisional GST Registration / GST Registration Certificate& Professional Tax receipt. They should have valid Certificate from Pollution Control Board. • For bulk purchase of DI pipes bonafied manufacturers are only eligible. The manufacturer will submit previous experience certificate of supply of DI pipes to Government/PSU/reputable Private Sector bodies, but such experience is not mandatory. • Certificate to ensure that the installed pipe manufacturing capacity of the factory is sufficient to cater to the Quotationed requirement. • Valid BIS certification of the manufacturer for each and individual diameter of pipe Quotationed. • External coating of the pipes will be bituminous/epoxy over zinc coating and inside cement mortar lining as per IS: 8329:2000. • 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-Willium's "C" value of 140 corroborating the guideline of CPHEO Manual Water Supply and treatment. • Providing rubber gasket conforming to IS 5382:1985 for each of the joints admissible in the ordered quantity +5% extra to be included in the quoted rate. • Third Party Inspection (TPI) through RITES/MECON/EIL/PDIL of the pipes is mandatory before delivery of the 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 5382:1985. The inspection charge etc to be included in the quoted rate. • The sampling size will guided as per relevant

			IS code.
c)	Name & Address of the Engineer-in-Charge	:	Assistant Engineer, Khardah Municipality
d)	Price per copy of the set of quotation documents	:	NIL
e)	Documents require to be submitted along with Technical Bid		i) Valid PAN No., Certificate of Provisional GST Registration/GST Registration Certificate, Professional Tax Receipt & Income Tax Return (last 3 FY). ii) Valid certificate from Pollution Control Board. iii) Valid BIS Certificate for their products as per BIS8329/2000. iv) Organizational Structure, Annual Report and audited Balance Sheet of last 3 Financial year. v) Previous Experience Certificate vi) 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-Willium's "C" value of 140 corroborating the guideline of CPHEO Manual Water Supply and treatment. vii) Certificate to ensure that the installed pipe manufacturing capacity of the factory is sufficient to cater to the Quotationed requirement.

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f)	Earnest money:-	:	Rs. 50, 000.00 (Rupees Fifty Thousand Only)
g)	Tender Fees	:	Rs. 500.00 (Rupees Five Hundred Only)
h)	Time of completion of Supply	:	One year from the date of agreement
B:-	**Date and Time Schedule as follows :**		
i)	Date of uploading of e-NIT, and Quotation Documents online (Publishing Date)		06.09.2019 at 12.00 noon
ii)	Document downloaded / sale start date (on line)		06.09.2019 from 12.00 noon.
iii)	Quotation submission start date (on line)		06.09.2019 from 12.00 noon.
iv)	Quotation submission closing date (on line)		23.09.2019 till 3.00 pm
v)	Quotation opening date for Technical proposals (on line)	:	26.09.2019 at 3.30 pm
vi)	Date of uploading list for Technically Qualified Quotationer (on line)	:	To be notified later on.
vii)	Date and place for opening of Financial proposals (on line)	:	To be notified later on.
viii)	Authority who recommend the Pre-qualification of Quotationer	:	Quotation will be checked for Pre-Qualification mentioned in point 'A (b)' of this table by the Assistant Engineer, Khardah Municipality.
ix)	Approximate quantity of Supply of pipes	:	1) *150mm. dia D.I. Pipe 1500 M. for K7*
x)	Supply order issuing authority	:	The Chairman, Khardah Municipality
xi)	Authority who will receive the material and make payment of supplied material.	:	The Chairman, Khardah Municipality

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

2. Scrutiny of technical proposal and recommendation thereafter and processing of Comparative Statement for acceptance etc. will be made by Khardah Municipal Office under the Deptt. of PWD. Comparative Statement may be forwarded to the appropriate authority depending on the value of the work as applicable as per existing norms.

7. Submission of Quotations :

7.1 General process of submission

Quotations are to be submitted online through the website, in two folders, at a time for each work, one is for Technical Proposal and the other is Financial Proposal, before the prescribed date and time mentioned in Table-1.Using the Digital Signature Certificate (DSC), the documents are to be uploaded virus scanned and digitally signed. The documents will get encrypted (transformed into non-readable formats).

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a. Statutory Technical folder containing,

i) Application in letter headed pad duly signed in. Letter head should contain full address, telephone no. mobile no. & FAX, e-mail.
ii) Scanned copy of Online Banking/NEFT, RTGS details towards Earnest Money Deposit (EMD) as prescribed in the NIT against each serial of work if applicable, against in favour of the Chairman, Khardah Municipality.
iii) Notice Inviting e-Quotation.
iv) B O Q /Price Schedule

Note:

i. Only downloaded copies of the documents are to be uploaded, virus scanned and digitally signed by the contractor.
ii. If any contractor is exempted from payment of EMD, copy of relevant Government Order needs to be furnished.
iii. Tenders will be summarily rejected if any item in the statutory cover is missing.

b. Non-Statutory Technical cover containing,

i. Up to date Professional Tax (PT) Clearance receipts, PAN Card & Income Tax Return receipts valid up to the date of opening of the tenders. Valid application for such clearance addressed to the competent authority may also be considered, if necessary.
ii. Certificate of Provisional GST Registration/GST Registration Certificate.
iii. Up to date Valid certificate from **Pollution Control Board. iv.** Valid BIS Certificate for their products as per **BIS 8329/2000. v.** Organizational Structure, Annual Report and audited.
vi. Balance Sheet of last year. **vii.** Previous Experience Certificate.

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

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

Sl. No	Category Name	Sub Category Description	Details

A.	CERTIFICATES	CERTIFICATES (ALL CERTIFICATE SHOULD BE UP TO DATE)	1. Certificate of Provisional GST Registration/GST Registration Certificate 2. PAN Card 3. P Tax (CHALLN) 4. Income Tax Return receipts 5. Pre Qualification Application (Form I) 6. Credential
B.	COMPANY DETAILS	COMPANY DETAILS	1. Proprietorship Firm (Trade License) 2. Partnership Firm (Partnership Deed,Trade License) 3. LTD. Company (Registration Certificate, Trade License) 4. Co-Operative Society (Society Registration Certificate) By Laws, up to date Audited Balance Sheet. 5. Power of Attorney (Registered)
C.	CREDENTIAL	Credential	1. Completion Certificate for Similar Nature of Work Done (refer clause 6. A (b).

NOTE: FAILURE OF SUBMISSION OF ANY ONE OF THE ABOVE MENTIONED DOCUMENTS WILL RENDER THE QUOTATION LIABLE TO REJECT.

9. Financial Proposal

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

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

10. Penalty for suppression / distortion of facts :

If any Quotationer fails to produce the original hard copies of the documents uploaded or any other documents on demand of the Tender Inviting Authority within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression, the Quotationer will be suspended from participating in the tenders on e-Tender

platform for a period of 3 (Three) years. In addition, his user ID will be deactivated and Earnest Money Deposit will stand forfeited. Besides, the Chairman, Khardah Municipality may take appropriate legal action against such defaulting Quotationer. The authority may ask to show hard copies of all certificates, company details, partnership deeds etc. etc. as uploaded by the Quotationer and allied papers in connection with this tender as and when necessary for verification purpose as per convenience of the authority during processing of this tender.

11. Rejection of Tender

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

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Other Important Terms &Conditions :-

A) The detailed N.I.Q, documents and other relevant particulars may be seen by the intending quotationers during office hours within the date mentioned above in the office of the Councillors, Khardah Municipality. The offered rate, if accepted, should be valid for 1 (one) year from the date of formal agreement in the WBF 2908 form in that regard. Successful agency shall have to make an agreement (in two copies) with the Khardah Municipality on receipt of Letter of Acceptance cum Work Order. Intending Quotationer, if desire may visit the Municipal office on working day to obtain the WBF 2908 form after due application to the authority.

B) The materials are to be supplied in accordance with the procurement programme of the Khardah Municipality who would issue the supply order as per the terms and conditions as laid down hereunder and the payment will be made by them as per the actual materials supplied with entire satisfaction of those authorities.

C) Supply order shall be issued by the Chairman, Khardah Municipality who will take supply of the pipes and 100% payment shall be made by him on prorate supply of materials.

D) If the agency fails to supply the materials as per the demand placed by the municipality, penal action in the form of forfeiture of earnest money, as decided by the authority, will be imposed on the agency and the decision of the authority will be conclusive and binding. In case of failure of supply of DI Pipes materials (Approved Quality), the Chairman, Khardah Municipality shall be empowered to invoke the Earnest Money deposited in favour of him.

E) 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 Municipal authority.

F) The rate quoted should be inclusive of Transportation, Loading, unloading, stacking, Third party inspection charges, GST @ 18% and one pcs. Rubber gaskets to be supplied with each length of pipe. Excise Duty & Sales Tax is not applicable since GST will subsume all indirect taxes & duties such as Sales Tax, Excise Duty etc.

G) Regarding quotations for Technical & financial The Decision inviting Authority of Khardah Municipality shall be final & binding on the applicants in this regard.

H) The authority reserves the right to accept or reject any or all offer without assigning any reason.

I) It is to be noted that Finance Department Notification No. 10500-F dt. 19th Nov. 2004 shall be applicable for finalization of tender. As per notification of Finance Deptt. (10500-F dated 19.11.2004), 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.

Successful agency shall have to make an agreement (in two copies) with the Khardah Municipality, in the prescribed pro-forma by depositing @ Rs. 1000/- (Rupees one thousand only.) for cost of each tender form in cash stating that the agency is agreeable to supply the Pipe materials as and when require (as per the rates quoted and terms and conditions laid down in the quotation papers) to the Municipality with in the Municipal/Adjoining areas (as the case may be).

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GENERAL TERMS AND CONDITIONS OF CONTRACT

1. ***Definitions and Interpretations***

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

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

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

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

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

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

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

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

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

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

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

Local Body.

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

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

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

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

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

xvi) ***"Store"*** means such storage areas including Godown.

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

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

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

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

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

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

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

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

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

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

xxviii) ***"Quotationed"*** same as Agency

xxix) **"Third party inspection"** means technical inspection through RITES/MECON/EIL/PDIL before supply to ensure the quality of supplied Pipes as per stipulated specification.

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TECHNICAL SPECIFICATION AND GENERAL CONDITIONS

1) While furnishing the prices, Manufacturers are requested to quote their prices for different categories of pipes diameter wise for class K7 and K9 as per BIS Standard and prices shall be including all taxes & duties and all cost of loading, unloading and transportation at site within Khardah Municipal town of West Bengal.
2) Centrifugally Cast (Spun) Ductile Iron Pressure Pipes (Class K7/ Class K9) for Water Supply Application with Socket and Spigot ends conforming to IS: 8329/2000 with latest Amendment.
3) D I Pipes should conform to ISI Marked embossed on the pipes D.I. Pipes Manufacturers should have valid BIS registration.
4) D.I. Pipes Manufacturers should furnish the name of the State where factory is situated.
5) Inspection may be carried out by Third Party Inspection (TPI) Agency as stipulated through RITES/MECON/EIL/PDIL.
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.

    a) The Manufacturer's name of Trade Mark.
    b) The nominal diameter of pipe.
    c) Class of pipe.
    d) I.S.I. Certification mark.

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/epoxy coating of outside as per IS 8329-2000
8) Rubber Gasket should be conforming to IS 5382: 1985.
9) Length of each pipe should be more than 4.0 m
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 :

    i) Name of trade mark
    ii) The nominal diameter of pipe
    iii) Batch Number
    iv) Class of pipe
    iv) ISI certification mark
    vi) The last two digits of the year of manufacturer

12) 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.

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TERMS AND CONDITIONS

1. The rates offered will remain valid for 365days for acceptance of quotation from the date of submission of Tender.

2. 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.

3. Time being essence of supply, supply must be completed within stipulated time as to be given in the supply order.

4. If any materials are found defective after supply of the same are to be replaced at free of cost within seven days.

5. 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.

6. 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 Mayor / Chairperson of Municipal Corporation / Municipality may at his discretion reduce in such cases as he/she may think fit. The said amount to such smaller amount as he/she may decide and his/her decision in writing in that respect shall be final.

7. In every case in which the payment or allowance mentioned in the above clause shall have incurred for ten consecutive days, the Mayor / Chairperson of Municipal Corporation / Municipality shall have power either to annul the Supply altogether, or have supply completed without further notice at the 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.

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

9. The Supplier shall give notice to Mayor / Chairperson of Municipal Corporation / Municipality of his intension for making delivery of materials and on the material being approved, a receipt shall be

granted to him by the Mayor / Chairperson of Municipal Corporation / Municipality or his authorized representatives and no material will be considered as delivered until so approved. A photocopy of the above should be submitted to the concerned Executive Engineer, MED for his information.

10. 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.

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

12. In the event of the material being considered by Mayor / Chairperson of Municipal Corporation / Municipality to be inferior to that described in the specification the 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 Mayor / Chairperson of Municipal Corporation / Municipality may have such rejected materials removed at the Supplier's risk and expense, the expense incurred being liable to be deducted from any sums due, or which may become due to the Supplier.

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

14. Supplier shall supply at his own expense all tools, plant and instruments required for the due fulfillment of his Supply and the materials shall remain at his risk till the date for final delivery unless it shall have been in the mean time removed for use by Mayor / Chairperson of Municipal Corporation / Municipality.

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

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

17. The Mayor / Chairperson of Municipal Corporation / Municipality shall have power to make any alteration in, omissions from, additions to or substitution for the original specification, drawings, designs and instructions, that may appear to him to be necessary or advisable during the course of

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 signed by the Chairperson Khardah Municipality 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.

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Khardah Municipality

KHARDAH MUNICIPALITY
B.T.ROAD, KHARDAH,
NORTH 24-PARGANAS, KOLKATA – 700 117

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. ***Notification of Insurer*** It shall be the duty of the contractor to notify the insurers under any of the insurances referred any matter or count which by the terms of such insurances are required to be notified and the contractor shall indemnify and keep indemnified the Corporation/Municipal Authority against all losses, claims, demands, proceedings, costs charges and expenses

whatsoever arising out of or resulting from any default by the contractor in complying with the requirements of this sub-clause whether as a result of the avoidance of such insurance or otherwise.

14. ***All insurance at contractor's cost:*** The insurances referred to in this bid document shall be entirely at the cost and expenses of the contractor.

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

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

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

18. ***Labour Act*** The contractor should obtain the license under the provision of the contract labour (Regulation and Abolition) Act 1970 and contract labour (regulation and Abolition) general rules, 1971 including the provisions of amendments made there under of the same to the office of the Asst. 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.

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 Quotationer 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 works 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.

Executive Officer
Khardah Municipality

Executive Officer
Khardah Municipality

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ANNEXUTRE- I

QUESTIONNAIRE TO BE FILLED IN AND SUBMITTED WITH THE QUOTATION
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.		

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ANNEX II

UESTIONNAIRE TO BE FILLED IN AND SUBMITTED WITH THE QUOTATION

Financial year	Annual turnover in Indian Rupees		
	DI pipe supply projects	Others	Total
1	2a	2b	3

The following supporting documents should be enclosed:

1. Annual Report
2.. Audited Balance Sheet
3. Auditor's certificate indicating Average Annual Turnover

Notes:

1. Certificate from any authority other than the Auditor shall not be accepted
2. All supporting documents submitted shall be either in original or authenticated.

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NORTH 24-PARGANAS, KOLKATA – 700 117

ANNEXTURE- III

DECLARATION BY THE QUOTATIONER – I

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

To
The Chairman,
Khardah Municipality,
B.T. Road, Khardah

SUPPLY OF DI PIPE (K9/K7) AS PER IS 8329-2000 SPECIFICATION FOR WATER SUPPLY SCHEME

Dear Sir,

I, ... Son of ..... aged about ..... years by occupation ..... do hereby solemnly affirm and say as follows :

1. That I am the ..... of ..... (designation) (Name of 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 NIQ No..... and have made myself fully acquainted with the local conditions in or around the site of work, I have also carefully gone through the Notice Inviting 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

KHARDAH MUNICIPALITY
B.T.ROAD, KHARDAH,
NORTH 24-PARGANAS, KOLKATA – 700 117

ANNEXURE-IV

DECLARATION BY THE QUOTIONER – II

To
The Chairman,
Khardah Municipality,
B.T. Road, Khardah

SUPPLY OF DI PIPE (K9/K7) AS PER IS: 8329-2000 SPECIFICATION FOR WATER SUPPLY SCHEME

Dear 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 out continued eligibility under the Qualification Proposal, or any circumstance which would lead or have lead to our disqualification under the Qualification Proposal, shall result in our disqualification under this process.

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

We declare that we have neither entered into nor are party to (whether by conduct or by acquiescence) any Restrictive trade practice or sub-contracting arrangement or collective arrangement with any other person or entity including the other 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 :

KHARDAH MUNICIPALITY
B.T.ROAD, KHARDAH,
NORTH 24-PARGANAS, KOLKATA – 700 117

Annexure V

FORMAT OF BANK GUARANTEE

1. In consideration of Corporation/Municipality represented by the **Mayor/Chairperson/Chief Executive Officer/Executive Officer,** having agreed to accept, under the terms and conditions of an agreement dated made between ……..and ……. for supply and delivery of different diameters of DI (K7 & K9) Pipes for water, gas and sewerage conforming to IS 8329-2000 (3rd 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 Corporation/Municipality an amount not exceeding Rs……. (Rupees ……..) only against any loss or damage cause to or suffered or would be caused to or suffered by Corporation/Municipality and / or the users of the said 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 MED starting that the amount claimed is due by way of loss or damaged cost to or would be caused to or suffered by Corporation/Municipality/beneficiaries by reason of any branch by the said 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 ……. Corporation/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.

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