



OFFICE OF THE SUPERINTENDING ENGINEER
EAST BANK CIRCLE, W&S SECTOR, KMDA.
6TH FLOOR, UNNAYAN BHAVAN
SALT LAKE CITY, KOLKATA-700091.
Email ID:-ws.kmda@gmail.com

**Kolkata
Metropolitan
Development
Authority**

Abridged e-NIT

No: 40/SE (EB)/W&S/KMDA

Dated: 24.01.2024

e-NIT No.: 03/KMDA/W&S/SE(EB) of 2023-24

Dated : 24.01.2024

Notice inviting e-Tender is invited by the **SUPERINTENDING ENGINEER (EB), WATER SUPPLY SECTOR, KMDA** on behalf of the Kolkata Metropolitan Development Authority for the works mentioned in the list given below, through electronic tendering (e-tendering) from eligible and resourceful contactors with capability having credentials as per Eligibility Criteria Sated below.

Sl. No	Name of Work	Estimated Amount Rs.	Earnest Money Rs.	Time of Completion
1	2	3	4	5
1	Operation and Maintenance of 15 MGD Surface water treatment plant (both for Civil and E&M component of works including supply of coagulants (Alum & PAC), Liquid Chlorine, Sludge disposal and supply of required laboratory reports etc. at Bansberia WTP, in District-Hooghly, for a period of 36 months. Project Code : O & M - 131	3,69,41,055.00	7,40,000.00	36 (Thirty Six) Months

Intending bidders desirous of participating in the tender are to log on to the website www.kmdaonline.org (the web portal of KMDA) and click on to the “e-procurement” link provided. They may also visit the website <https://wbtenders.gov.in> for the tender. The tender can be searched by typing KMDA in the search engine provided in the website.

Last date & time of submission of bids online is 23/02/2024 at 16:00 Hrs

SUPERINTENDING ENGINEER
EAST BANK CIRCLE
W&S SECTOR, KMDA

No: 40/1(11)/SE (EB)/W&S/KMDA

Dated: 24.01.2024

Copy forwarded for information to:

1. The Chairman, Bansberia Municipality.
2. The Director General, W & S Sector, K.M.D.A.
3. The Chief Engineer-In-Charge, W & S Sector, K.M.D.A.
4. The Director of Finance, K.M.D.A.
5. The Deputy Secretary (P.R), KMDA. He is requested to arrange for uploading the NIT in the KMDA website and Publication in newspaper as per prevailing norms in KMDA. Three (3) copies of the same has been attached herewith.
6. The Superintending Engineer, Programming, W & S Sector, K.M.D.A.
7. The Superintending Engineer, EMCircle-II, E & M Sector, K.M.D.A.
8. The Exccutive Engineer, Division-IX/SWTP, W & S Sector, K.M.D.A.
9. The Accounts Officer, W & S Sector, K.M.D.A.
10. The P.S to CEO, K.M.D.A
11. Notice Board.

SUPERINTENDING ENGINEER
EAST BANK CIRCLE
W&S SECTOR, KMDA



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Detailed e-NIT

Notice inviting e-Tender is invited by the **SUPERINTENDING ENGINEER(EB), WATER SUPPLY SECTOR, KMDA** on behalf of the Kolkata Metropolitan Development Authority for the works mentioned in the list given below, through electronic tendering (e-tendering) from eligible and resourceful contactors with financial capability having credentials as per Eligibility Criteria Sated below.

Sl. No	Name of Work	Estimated Amount Rs.	Earnest Money Rs.	Time of Completion
1	2	3	4	5
1	Operation and Maintenance of 15 MGD Surface water treatment plant (both for Civil and E&M component of works) including supply of coagulants (Alum & PAC), Liquid Chlorine, Sludge disposal and supply of required laboratory reports etc. at Bansberia WTP, in District-Hooghly, for a period of 36 months. <i>Project Code : O & M - 131</i>	3,69,41,055.00	7,40,000.00	36 (Thirty Six) Months

If the bid value is 80% or less of the estimated amount, the L1 bidder will have to submit Additional Performance Security @10% of tendered amount shall be submitted in the form of Bank Guarantee from any Scheduled Bank within seven (07) working days from the date of issuance of LOA failing which his/her EMD will be forfeited and other necessary actions as per NIT like blacklisting of the contractor, etc. may be taken vide No. : 4608-F (Y) GOWB Dated: 18th July, 2018. **Bank Guarantee repository System Vide Memorandum No.-6010-F(Y) dated: 01.11.2023**, All Bidders submitting Bank Guarantee from a Scheduled Bank other than ICICI Bank must ensure that the issuing bank sends SFMS IFN 760 message through SFMS to ICICI Bank, IFSC ICIC0001056, Branch Salt Lake City, Sector V, in BG text to establish authenticity of the given Bank Guarantee. As and when other Scheduled Commercial Banks come up with similar solutions/services free of cost, they will also be included in the list of service providers of Bank Guarantee Repository System (BGRS).

NB:-The payment of RA as well as final bill for any work will be made according to the availability of fund and no claim to delay in payment will be entertained.

Eligibility Criteria:

- Intending Tenderer should produce Credentials of **Similar Nature of completed work** (with/without supply of chlorine & coagulants) in single tender of the minimum value of 40% of the estimated amount put to tender during last 5 (Five) years prior to the date of issue of this tender notice in any Govt./Semi-Govt./Undertaking/Autonomous Bodies/ Statutory Bodies and Local Bodies **Or** minimum value of 40% of the estimated amount put to tender in repairing & renovation of similar capacity WTP in single tender during last 5 (Five) years prior to the date of issue of this tender notice in any Govt./Semi-Govt./Undertaking/Autonomous Bodies/ Statutory Bodies and Local Bodies **Or**,
- Intending Tenderer should produce Credentials of **Similar Nature of completed work (with/ without supply of chlorine & coagulants)** in two (2) tenders, each of the minimum value of 30% of the estimated amount put to tender during last 5 (Five) years prior to the date of issue of the tender notice in any Govt./Semi-Govt. / Undertaking /Autonomous Bodies / Statutory Bodies and Local Bodies **Or** in two (2) tenders, each of the minimum value of 30% of the estimated amount put to tender in repairing & renovation of similar capacity WTP during last 5 (Five) years prior to

the date of issue of this tender notice in any Govt./Semi-Govt./Undertaking/Autonomous Bodies/ Statutory Bodies and Local Bodies **Or,**

iii) Intending Tenderer should produce credentials of one single running work of Credentials of **Similar Nature of completed work (with/ without supply of chlorine & coagulants)** which has been completed to the extent of 80% or more and value of which is not less than the desired value at i) above. In case of running works in any Govt./Semi-Govt./Undertaking/Autonomous Bodies/Statutory Bodies and Local Bodies, only those Tenderer who will submit the certificate of satisfactory running work from the concerned executive Engineer, or equivalent competent authority with required credentials will be eligible for the tender in the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executed agency, i.e., the Tenderer.

Intending bidders desirous of participating in the tender are to log on to the website www.kmdaonline.org (the web portal of the KMDA) and click on to the “e-procurement” link provided. They may also visit the website <https://wbtenders.gov.in> for the tender. The tender can be searched by typing KMDA in the search engine provided in the website.

Bidders willing to take part in the process of e-tendering are required to obtain Digital Signature Certificate (DSC) from any authorized Certifying Authority (CA) under CCA, Govt. of India (viz. NIC, nCode Solution, Safescrypt, e-Mudhra, TCS, MTNL, IDRBT) DSC is given as a USB e-Token. After obtaining the Class 2 or Class 3 Digital Signature Certificate (DSC) from the approved CA they are required to register the fact of possessing the Digital Signature Certificates through the registration system available in the website.

Tenders are to be submitted online and intending bidders are to download the tender documents from the website stated above, directly with the help of the e-Token provided. This is the only mode of collection of tender documents. Details of submission procedure are given below under “General terms and conditions and information”.

Last date & time of submission of bids online is 23/02/2024 at 16:00 Hrs

The intending bidder must read the terms and conditions of the NIT carefully. He should particularly go through the eligibility criteria required and satisfy himself of the requirements for eligibility. He should only submit his bid if the considers himself eligible and he is in possession of all the documents required.

All information posted on the website consisting of NIT and related documents, Form No I, BOQ, Corrigendum etc. and Drawings if any, shall form part of the tender document.

General Terms and Conditions and Information

1. Eligibility for participation:

- i) Bonafide Contractors, Registered Engineers Co-operative Societies, Consortiums and Partnership firms registered with the State Government are eligible to participate, depending on the criteria as detailed below.
- ii) The prospective bidders should possess valid license for storage & transportation of explosive. Necessary documents have to be submitted.

OR

If the bidder gets the contract for operation & maintenance of mentioned WTP for three years, shall have to submit MoU with a vendor of liquid chlorine who possess valid explosive license for storage & transportation, for supplying chlorine tonners to the WTP within five (05) working days before issue of LOI, failing which, the Earnest Money will be forfeited without any further intimation and the bid for the same will be rejected.

OR

The bidders have to procure the liquid chlorine from Licensed/Authorized vendor & transport the toners at WTP site by carriage agencies having necessary experience in handling such hazardous materials. Also the bidder needs to engage PESO recognized expert agencies/Competent persons for safety checking in this regard. The bidder have to submit an agreement with such agencies/Competent persons who will be engage by the bidder/agencies for the purpose.

- iii) The intending bidder must have average annual turnover (in last three years) of at least 15% of the estimated amount put to tender.

2. Submission of Tenders

2.1 General process of submission

Tenders are to be submitted online through the website stated. All the documents uploaded by the Tender Inviting Authority form an integral part of the contract. Tenderers are required to upload all the tender documents along with the other documents, as asked for in the tender, through the above website within the stipulated date and time as given in the Tender. Tenders are to be submitted in two folders at a time for each work, one is Technical Proposal and the other is Financial Proposal. The tenderer shall carefully go through the documents and prepare the required documents and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid. He needs to fill up the rates of items / percentage in the BOQ, downloaded for the work, in the designated Cell and upload the same in designated location of Financial Bid. The documents uploaded are virus scanned and digitally signed using the Digital Signature Certificate (DSC). Tenderers should specifically take note of all the addendum / corrigendum related to the tender and upload the latest documents as part of the tender.

2.2 Technical Proposal

The Technical Proposal should contain scanned copies and / or declarations in the following standardized formats in two covers (folders).

A Technical File (Statutory Cover) containing:

- i. Application for Tender (Vide Form-1) (to be submitted in 'Forms' folder)
- ii. Notice Inviting Tender (NIT) (to be submitted in 'NIT' folder)
- iii. Earnest Money Deposit (EMD) – Earnest Money will be deposited by the bidder electronically: online through his net banking enabled bank account, maintained at any bank **or** offline through any bank by generating NEFT/RTGS Challan from the e-tendering portal. Intending Bidder will get the Beneficiary details from e-tender portal with the help of Digital Signature Certificate and may transfer the **EMD** from their respective bank as per the Beneficiary Name and Account No., Amount, Beneficiary Bank Name (ICICI) and IFSC Code and also e-procurement Ref. No.

If the L1 bidder does not agree to execute the job after opening of Financial Bid, the Earnest Money will be forfeited without any further intimation and may be construed as an attempt to disturb the tendering process and dealt with accordingly legally including debarment up to 3(three) years of the Bidder.

- iv. Scanned Copy of One affidavit before Notary will have to be submitted for each serial mentioning the correctness of the documents and a declaration of penalty debarment etc. faced by him under any Govt/Semi- Govt/Autonomous body/Institution, online at desired location. (as per Format Attached)

Note: Tenders will be summarily rejected if any item in the statutory cover is not uploaded.

- B. Tenderer should upload following Documents in "All Other Important Documents" Folder in Statutory Cover & the number of other important documents (OID) to be submitted by the bidders should be restricted to only four (04) per tender vide No.: 3481-F(Y) Dated: 25.05.2023.

i. Certificates:

- 1) Latest Professional Tax Paid Challan & P-TAX Enrolment Certificate, IT returns during last 2022-23, 2021-22, 2020-21 financial years and PAN Card details. Application for such addressed to the competent authority may also be considered.
- 2) Valid 15 digit Goods and Services Taxpayer Identification Number (GSTIN) under GST Act, 2017). Non production of the documents will result in GST deduction as per prevailing rules).
- 3) Valid Bank solvency Certificate as per prescribed Annexure-III format shall be minimum @10% of the estimated amount put to tender to be issued from any Scheduled Bank and the date of which shall not be more than six (06) months before the publication date of e-NIT.
- 4) Valid EPF and ESI Registration Certificate with latest Challan.

5) The prospective bidders shall have in their full time engagement or in contract experienced technical person/s with sufficient knowledge, the minimum being either degree holder or diploma holder in civil Engineering (Authenticated documents in respect of that shall be furnished for Technical evolution).

6) The prospective bidders shall have to submit Valid Electrical Supervisory License of the personnel to be engaged for the operation & maintenance of Electrical components.

7) Necessary certificate of license for storage & transportation of explosive issued by Competent agency.

OR

If the bidder gets the contract for operation & maintenance of mentioned WTP for three years, shall have to submit MoU with a vendor of liquid chlorine who possess valid explosive license for storage & transportation, for supplying chlorine tonners to the WTP within five (05) working days before issue of LOI, failing which, the Earnest Money will be forfeited without any further intimation and the bid for the same will be rejected.

OR

The bidder have to submit an agreement with PESO recognized expert agencies/Competent persons for safety checking, who will be engaged by the bidder/agencies for the purpose.

8) Bidders/Agency's must be very careful to consider the following points before quoting of their rates.

a) Depending upon the site situation/condition of Raw Water from the intake point, Alum/PAC/Liquid Chlorine may be consumed beyond the tender quantity which should be borne by the agency at his/her own cost, no extra payment will be entertained.

b) The quantity of raw water may vary depending on tidal effect or any other circumstances and for this treatment process of water no extra payment will be entertained.

c) The plant is expected to be operated for 24 hrs. Round the clock as situation demand fit and due to sudden situation no overtime/ night allowance will be entertained.

d) Minimum one no of Alum /PAC dosing tank must be in fill condition as standby mode round the clock.

e) The bidder/agency should provide all sorts of day to day stationery goods for day to day consumable like pen, pencil, eraser, exercise book, khata, register, loose sheet, cartoon etc. all sorts of laboratory reagents etc., and all sorts of day to day consumable EM appliances like fuses, florescent lamp, bulbs, and switches for boards.

f) Duration of operation of the plant vis-à-vis total production may vary (increase/decrease) as per requirement and discretion of the EIC from time to time and day to day. All sorts of consumable including coagulants & disinfecting agents may also vary as per demand and discretion of the EIC.

g) All sorts of Govt. orders, rules, norms, guidelines etc. including as required depending on any pandemic disaster etc. are to be followed time to time.

ii. Company Details

1. Registered Deed for Partnership Firm / Consortium from Registrar to be submitted. Only application for registration will not be considered. However in cases where the applicant is yet to receive registration certificate, the applicant is to submit an affidavit in non-judicial stamp paper along with the application pledging that *"the registration certificate of the Partnership firm / Consortium would be submitted to the Tender Inviting Authority before making agreement with the Tender Accepting Authority in case he is found lowest"*. In case of in-ordinate delay in submitting the document his bid is liable to be rejected and his EMD deposited will stand forfeited to Government. Any change in the constituents of the partnership firm / Consortium should also be registered from the Office, prior to the date of application of tender otherwise his application will be rejected.

Note: An affidavit regarding authorized user of DSC for consortiums and a declaration regarding such authorization for Limited companies is to be submitted.

2. Latest valid Trade License.
 3. **Memorandum of Articles for Limited Companies**
 4. Society Registration and Bye-Laws for Cooperative Societies.
- iv) **Credential:**
Credential Certificate issued by an officer not below the rank of Executive Engineer / Divisional Engineer / District Engineer / Project Manager of the other State / Central Government Departments / Organizations along with Work Order and Payment Certificate to be submitted in ‘*Credential*’ folder. The scanned copy of the Certificate should be uploaded with the non-statutory cover.
- v) **Balance Sheet:**
Valid Audited Balance Sheets during last three (3) financial years ending on 31.03.2023 with auditor’s signature, certificate, regarding annual turnover from contracting business in each year. **The intending bidder must have average annual turnover** (during last three (3) financial years ending on 31.03.2023) **of at least 15% of the estimated amount put to tender** (If the company was set up less than three years ago, balance sheet for the nos. of years since inception is to be submitted)
- vi) **Addenda / Corrigendum: if published.**
Note: Contractors are to keep track of all the Addendum / Corrigendum issued with a particular tender and upload the same digitally signed along with the NIT Tenders submitted without the Addendum / Corrigendum will be informal and liable to be rejected.
- vii) **Others: Any other documents found necessary**
Note: Failure of submission of any one of the above mentioned documents will render the tender liable to summary rejection. This above mentioned documents should be upload in “All Other Important Documents” folder in Technical Cover.
- viii) The bidder should not have record of poor performance or they should not have been blacklisted by any employer during the last five years prior to the date of the NIT. Such abandonment or punishment will be considered as disqualification towards eligibility. A declaration in this respect through affidavit has to be furnished by the prospective bidders as per Format IV **without which the Technical Bid shall be treated as non-responsive**. The scanned copy of the affidavit should be uploaded with the non-statutory cover and the hard copy should **preferably be submitted** along with the non-statutory documents.

2.2.1 Financial Proposal

The financial proposal should contain the following documents in one cover (folder).

- i) **Bill of Quantities (BOQ):** The contractor is to quote the rate (percentage above or below) 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 and digitally signed by the contractor*).

3. Completion Certificate:

- i. Completion Certificates for fully completed works during the current year and last five financial years will only be accepted.
- ii. Completion Certificate of work executed in Kolkata Metropolitan Development Authority (KMDA) will be considered. Completion Certificate of works executed in other Departments of State Government or organizations, like Public Works & Public Works (Roads) Department, Irrigation & Waterways Department, Public Health Engineering Department, Sundarban Affairs Department and various other State Government Departments, ZillaParishads, West Bengal Housing Infrastructure Development Corporation Limited (WBHIDCO), West Bengal State Electricity Distribution Company Limited (WBSEDCL), Kolkata Metropolitan Water Sanitation Authority (KMW&SA), Kolkata Municipal Corporation (KMC), Other Municipalities, Hooghly River Bridge Commissioner (HRBC), Engineering Departments of Central Government and Organizations like Farakka Barrage Project (FBP) Authority, Railways, Kolkata Port Trust (KoPT), and companies owned or managed by the State Government, i.e. Mackintosh Burn Ltd., Westinghouse Saxby Farmer Limited & Britannia

Engineering Ltd. may also be considered. Such Completion Certificates are to be issued by an officer not below the rank of Executive Engineer / Divisional Engineer / District Engineer / Project Manager of the other State / Central Government Departments / Organizations.

3.1 Penalty for suppression / distortion of facts

If any tender fails to produce the original hard copies of the documents (especially Completion Certificates and audited balance sheets), or any other documents on demand of the Tender Evaluation Committee within a specified time frame or if any deviation is the hard copies from the uploaded soft copies of if there is any suppression, the Tender Evaluation Committee upon suggesting suitable punitive measures will bring the matter to the notice of the Chief Engineer concerned immediately and the tenderer may be suspended from participating in the tenders on e-Tender platform of Water Supply Sector, KMDA as per approval of the Chief Engineer for a maximum period 3 (three) years. In addition, his Earnest Money Deposit will stand forfeited to KMDA. The Chief Engineer concerned will issue the necessary orders under intimation to the other Chief Engineers, e-Tendering Cell and also the Department, copy of such order should also invariably to be communicated to the Nodal Officer, e-Governance of this Department with a request to upload the same in the Departmental website. **Suspension & debarment: Will be applied as per clause no. 547-W(C)/1M-387/15 dated 16/11/2015 and no. 724/W(C)/1M-953/19 dated 19/12/2019.**

3.3 Taxes & duties to be borne by the Contractor

Income Tax, GST and Other Taxes as per latest Finance Rules (No.:-4691 F(Y) Dated: - 22.11.2022) to be borne by the contractor and the rate should be quoted accordingly after consideration of all these charges.

3.4 Site inspection before submission of tender

Before submitting any tender, the intending tenderers should make themselves acquainted thoroughly with the local conditions prevailing at site by actual inspection of the site and taking into consideration all factors and difficulties like to be involved in the execution of work in all respect Including transportation of materials, communication facilities, climate conditions, nature of soil, availability of local labour and market rate prevailing in the locality etc. and no claim, whatsoever, will be entertained on these account afterwards. In this connection intending tenderers may contact the office of the Executive Engineer, concerned with the work between 11.30 hours to 16.30 hours on any working day prior to date of submission of tenders.

3.5 Conditional and incomplete tender

Conditional and incomplete tenders are liable to summary rejection.

4. Opening and evaluation of tender

4.1 Opening of Technical Proposal

- a) Technical proposals will be opened by the Tender inviting authority or his authorized representative electronically from the website stated above, using their Digital Signature Certificate.
- b) Intending tenderers may remain present at the time of opening if they so desire.
- c) Cover (Folder) for Statutory Documents (vide Clause 3.2A) will be opened first and if found in order, Cover (Folder) for Non-statutory Documents (vide Clause 3.2.B) will be opened. If there is any deficiency in the Statutory Documents, the tender will summarily be rejected.
- d) Decrypted (transformed into readable formats) documents of the Non-statutory Cover will be evaluated to finalize eligible tenderers.

4.2 Tender Evaluation Committee (TEC)

Committee already constituted for issuance of tender papers for high value tenders, vide CEO, KMDA's order will continue to function as Tender Evaluation Committee (TEC), for evaluation of Technical Proposals of the tenders, until further order.

4.3 Uploading so summary list of technically qualified renderers (1st round)

- i. Pursuant to scrutiny and decision of the Tender Inviting Authority (TIA), the summary list of eligible tenderers for a particular serial of work who's Financial Proposals will be considered will be uploaded in the web portals.
- ii. **While evaluation, the TIA may summon the tenderers and seek clarification / information or additional documents or original hard copy of any of the documents**

already submitted and if these cannot be produced within the stipulated timeframe, their proposals will be liable for rejection.

4.4 Opening and evaluation of Financial Proposal

- i. Financial proposals of the tenderers declared technically eligible by the Tender Inviting Authority will be opened electronically from the web portal stated above on the prescribed date.
- ii. The encrypted copies will be decrypted and the rates will be read out to the contractors remaining present at that time.
- iii. After opening of the financial proposal the preliminary summary result containing inter-alia, name of contractors and the rates quoted by them will be uploaded
- iv. If the Tender Accepting Authority is satisfied that the rate obtained is fair and reasonable and there is no scope of further lowering down of rate, he may after having the comparative statement checked, upload the final summary result containing the name of contractors and the rates quoted by them against each work after acceptance of the rate.
- v. The Tender Accepting Authority may ask any of the tenderers to submit analysis to justify the rate quoted by that tenderer.

5. Bid Validity: The Bid will be valid for **180 days** from the date of opening of the financial bid

6. Acceptance of Tender

Lowest valid rate should normally be accepted. However, the Tender Accepting Authority does not bind himself to do so and reserves the right to reject any or all the tenders, for valid reasons.

6.1 Tender Accepting Authority As per Orders No. 253-UDMA-24011(99)/8/2022-JS (UDMA) dated 08.09.2022. For all tenders having value Rs. 1.5 Crores or above shall be routed through Tender Committee of KMDA.

6.2 Execution of Formal tender after acceptance of tender

The tenderers, whose tender is approved for acceptance, shall within 20 days of the receipt of Letter of Acceptance (LOA) to him, will have to execute 'Formal Agreement' with the Tender Accepting Authority in seven/ten copies and one original copy of KMDA Form No. I which may be purchased on Cash Payment/Demand Draft from the office of the Executive Engineer concerned with the work.

6.3 The NIT shall form a part of the contract agreement. On acceptance of the bid, the successful bidder shall have to sign the contract consisting of NIT, instruction to bidders, special terms and conditions, specification, BoQ, Drawing, Rate quoted, LoA and Tender Form I.

7. Payment

The payment of RA as well as final bill for any work will be made according to the availability of fund and no claim to delay in payment will be entertained.

8. Security Deposit

Earnest Money @ 2% of the estimated value put to tender would be converted to Security Deposit in case of the successful bidder. Security Deposit amounting to @8 % of the work value shall be deducted from the R/A Bill as per prevailing order. No interest will be paid on Security Deposit.

After completion of the work, the Contractor may opt for refund of the Security Deposit by replacing equal amount of Bank Guarantee of scheduled Bank valid up to end date of the security period.

For this work Defect Liability period will be a Period of sixmonth (06) that will be commenced from the date of completion of the work.

If any discrepancy arises between two similar clauses on different notification, the clauses as stated in later notification will supersede former on following sequence:

- a) Tender Form No. I of KMDA
- b) N.I.T.

Withdrawal of Tender:-As per NIT Rules.

9. Schedule of Dates for e-Tendering

Sl. No	Activity	Date & Time
1.	Publishing Date	02.02.2024
2.	Document Download start date	02.02.2024 at 16:00 Hrs
4.	Bid submission start date	02.02.2024 at 16:00 Hrs
5.	Document Download end date	23.02.2024 at 16:00 Hrs
6.	Bid submission end date	23.02.2024 at 16:00 Hrs
7.	Technical Bid opening date	26.02.2024 at 12:00 Hrs
8.	Uploading of preliminary list of Technically qualified bidders.	To be notified later
9.	Uploading of final list of Technically qualified bidders	Do
10.	Financial Bid opening date	Do
11.	Uploading of Financial Bid evaluation sheet	Do

Additional Terms & Conditions

1. The prospective bidders should possess valid license for storage & transportation of explosive. Necessary documents have to be submitted.

OR

If the bidder gets the contract for operation & maintenance of mentioned WTP for three years, shall have to submit MoU with a vendor of liquid chlorine who possess valid explosive license for storage & transportation, for supplying chlorine tonners to the WTP within five (05) working days before issue of LOI, failing which, the Earnest Money will be forfeited without any further intimation and the bid for the same will be rejected.

OR

The bidders have to procure the liquid chlorine from Licensed/Authorized vendor & transport the tonners at WTP site by carriage agencies having necessary experience in handling such hazardous materials. Also the bidder needs to engage PESO recognized expert agencies/Competent persons for safety checking in this regard. The bidder has to submit an agreement with such agencies/Competent persons who will be engage by the bidder/agencies for the purpose.

2. The agency has to remove sludge from the Sludge pond/Tank at the WTP and dispose at suitable location outside the plant premises, as and when required in such a way that the pond should not get filled to its brim and the frequency of entire cleaning up to full capacity of Sludge pond should not be less than once in a year, failing which the Agency will be penalized at a rate of Rs. 105.00 (One hundred five) only per CuM. of sludge for full capacity of Sludge Pond.
3. **The cost of salvaged sludge as obtained from the pond/Tank by the agency will be recovered by KMDA at the rate of Rs. 34.92 per Cu.M. from the R.A. Bill in each executing Year/Final Bill of the Agency if not maintain by the Agency then EIC may impose appropriate penal action to the Agency like curtailment of cost from R/A Bills for the aforesaid Agency.**
4. Tonners for Liquid Chlorine for the WTP have to be arranged by the Agency. All Tonners should be properly tested & certified as per satisfaction of E-I-C. However KMDA's Cylinder may be used for refilling, if available at the WTP, after necessary testing & certification by the agency at his own cost.
5. The agency has to maintain turbidity of finished Treated water should be maintained below 1NTU & should be free from Colliform as per Latest CPHEEO guideline.
6. The Executive Engineer of the Division concerned Water Supply Sector, KMDA will be the Engineer-in-Charge in respect civil portion of works in the contract and the Executive Engineer of the Division concerned Electro-Mechanical Sector, KMDA will be the Engineer-in-Charge in respect electro- mechanical portion of works in the contract. All correspondence concerning rates, claims, change in specification and/or design and similar important matters will be valid only if made by the Engineer-in-Charge. If any correspondence of above tender is made with Officers other than the Engineer-in-charge for speedy execution of works, the same will not be valid unless copies are sent to the Engineer-in-Charge and approved by him. The instruction given

by the Assistant Engineer and the Technical Assistant on behalf of the Engineer-in-Charge shall also be valid (who have been authorized to carry out the work on behalf of the Engineer-in-Charge) regarding specification, supervision, approval of materials and workmanship. In case of dispute, the decision of Engineer-in-Charge or concerned Superintending Engineer (Water Supply sector and E&M sector, KMDA) shall be final and binding.

7. The concerned Superintending engineer of Water Supply Sector or E&M sector, KMDA shall be the approving authority regarding specification of any item of work/job, materials and rates for any item.
8. The acceptance of the tender will rest with the Tender Accepting Authority without assigning reason thereof. The accepting authority reserves right to reject any or all tenders without assigning any reason thereof.
9. **There shall be no provision for arbitration.**
10. The Bidder shall have to comply with the provisions of (a) Contract labour (Regulation & abolition) Rules, 1970(b) Minimum Wages Act 1948 or the modification thereof or any other laws relating thereto as will be in force from time to time.
11. **Department shall not entertain any claim whatsoever from the contractor for payment of compensation on account of idle labour or machinery on any ground including non-possession of land or any other reason.**
12. **The Authority shall not be held liable for any compensation due to idling of man & machineries for any circumstances including untimely rains, other natural calamities, strike etc.**
13. Imposition of any duty / tax / royalty etc. whatsoever of its nature (after work order / Commencement and completion of the work) is to be borne by the bidder. Original Challan of those materials, which are procured by the bidder, may be asked to be submitted for verification.
14. **No mobilization / secured advance will be allowed unless specified otherwise.**
15. Income Tax, GST and other Taxes as per present govt. norms if any are to be paid by the contractor. No extra payment will be made for these. The rates of supply and finished work items are inclusive of these.
16. All working tools and plants, electricity supply, scaffolding, construction of vats & platforms will have to be arranged by the contractor at his own cost.
17. The contractor shall supply mazdoors, bamboos, ropes, pegs, flags etc. for laying out the work and for taking and checking measurements for which no extra payment will be made.
18. The contractor should see the site of works and tender documents, drawings etc. before submitting tender and satisfy himself regarding the condition and nature of works and ascertain difficulties that might be encountered in executing the work, carrying materials to the site work, availability of drinking water and other human requirements and security etc. The Engineer-in-Charge may order the contractor to suspend any work that may be subjected to damage by climate conditions. No claim will be entertained on this account. The contractor will not be entitled to any claim or extra rate on any accounts.
19. **A machine page numbered Site Order book (with triplicate copy) will have to be maintained at site by the contractor and the same has got to be issued from the Engineer-in-Charge before commencement of the work. Instructions given by inspecting officers will be recorded in this book and the contractor must note down the action taken by him in this connection as quickly as possible.**
20. The work will have to be completed within the time mentioned in the tender notice. A suitable work program is to be submitted by the contractor within 7(seven) days from the date of receipt of work order which should satisfy the time limit of completion. The contractor should inform in writing the name of his authorized representative at site within 7 (seven) days from the date of receipt of work order who will receive instruction of the work, sign measurement book, bills and other Govt. papers etc.
21. No compensation for idle labour, establishment charge or on other reasons such as variation of price index etc. will be entertained.
22. All possible precautions should be taken for the safety of the people and work force deployed at worksite as per safety rule in force Contractor will remain responsible for his labour in respect of his liabilities under the Workmen's Compensation Act etc. He must deal with such cases as promptly as possible. Proper road signs as per P.W.D. practice will have to be made by the contractor at his own costs while operating a republic thoroughfare.
23. The contractor will have to maintain qualified technical employees and/or Apprentices at site as per prevailing Apprentice Act or other Department Rules & Orders circulated from time to time.

24. The contractor will have to accept the work program and priority of work fixed by the Engineer-in-Charge so that most vulnerable reach and / or vulnerable items be completed before the date needed by the Department due to impending monsoon or rise of water level or for other reasons.
25. The quantities of different items of work mentioned in the tender schedule or in work order are only tentative. In actual work, these may vary considerably. Payment will be made on the basis of works actually done in different items and no claim will be entertained for reduction of quantities in some items or for omission of some items. For execution of quantitative excess of any item beyond 10% or supplementary works, approval of the Superintending Engineer / Chief Engineer would be required depending on whoever be the Tender Accepting Authority, before making payment.
26. **The contractor has to arrange for all necessary testing of materials supplied by contractor or treated water in WTP from National test house/ a NABL accredited lab/KMDA laboratory/JU or IIST/ other govt. institution/ lab at his own cost at least twice (2) per month as per decision or direction by the Engineer in Charge.**
27. Any materials brought to site by contractor must be subject to approval of the Engineer-in-Charge. The rejected materials must be removed by the contractor from the site at his own cost within 24 hrs. of issue of the order to that effect. The rates in the schedule are inclusive of cost and carriage of all materials to worksite. The materials will have to be supplied in phase with due intimation to the Assistant Engineer/Executive Engineer concerned in conformity with the progress of the work. For special type of materials, relevant Data Sheet containing the name of the Manufacturers. Test Report etc. will also be submitted in each occasion. Engineer-in-Charge may conduct independent test on the samples drawn randomly before according approval for using the materials at site. In this regard decision of Engineer-in-Charge is final and binding.



SUPERINTENDING ENGINEER
EAST BANK CIRCLE
W&S SECTOR, KMDA

No: 40/1(11)/SE (EB)/W&S/KMDA

Dated: 24.01.2024

Copy forwarded for information to:

- 1.The Chairman, Bansberia Municipality.
- 2.The Director General, W & S Sector, K.M.D.A.
- 3.The Chief Engineer-In-Charge, W & S Sector, K.M.D.A.
- 4.The Director of Finance, K.M.D.A.
- 5.The Deputy Secretary (P.R), KMDA. He is requested to arrange for uploading the NIT in the KMDA website and Publication in newspaper as per prevailing norms in KMDA. Three (3) copies of the same has been attached herewith.
- 6.The Superintending Engineer, Programming, W & S Sector, K.M.D.A.
7. The Superintending Engineer, EMCircle-II E & M Sector, K.M.D.A.
8. The Exccutive Engineer, Division-IX/SWTP, W & S Sector, K.M.D.A.
- 9.The Accounts Officer, W & S Sector, K.M.D.A.
- 10.The P.S to CEO, K.M.D.A.
- 11.Notice Board.



SUPERINTENDING ENGINEER
EAST BANK CIRCLE
W&S SECTOR, KMDA

(Annexure-I)

(Affidavit before Notary on a Stamp Paper of relevant value)

E-NIT No. -Date: -

I/we the undersigned is the individual /proprietor/Business partner/Authorized signatory etc. of the firm of _____.

1. I/we, the undersigned _____ of the firm do hereby declared that, all the submitted documents including statements uploaded in the tender are valid, genuine, true, correct & authenticate. The undersigned also hereby declared that neither our firm _____ & nor any constitute firm had been debarred/penalized/blacklisted by any Govt./Semi-Govt./Govt. Undertaking/Autonomous body (constituted under the State/Central statute)/ Statutory Bodies and Local Bodies ever.
2. That any information/Statements uploaded in the tender are appear to be false or concealed, the Bid may be rejected/cancelled at any stage of the tender and no objection / claim will be raised by the undersigned and the department may take any legal action against the firms/companies.
3. The undersigned would authorized and request any firm or Corporation or any institutions or person to furnish pertinent information as deemed necessary and /or as requested by department to verify this statements.
4. The undersigned understands that farther qualifying information may be requested and agree to furnish any such information at the request of the department.

Signature of Tenderer

Signature of Tender
Inviting Authority

Signature of Tender
Accepting Authority

(Annexure-III)

Bank Solvency Certificate Format

(On Banks Letter Head)

Ref no:

Date:

A/c to (Company Name and Address)

SOLVENCY CERTIFICATE

We the (Bank Name) do hereby certify that (Name of Proprietor/Business partner/Company/firm) having their Registered Office at (Registered OfficeAddress) is **solvent to the extent/as good as** of Rs.(Amountin digits)(Rs. Amount in words) as disclosed by the information and records which are available with the aforesaid bank.

In is further notified that the certificate is being issued at the request of (**Name of Proprietor/Business Partner/company/firm**) without attaching any risk and responsibility on our part in any respect whatsoever more particularly either as guarantor or otherwise.

For (Bank Name)

Sign & Stamp of Bank Manager

Signature of Tenderer

Signature of Tender
Inviting Authority

Signature of Tender
Accepting Authority

(Annexure-II)

DECLARATION BY THE TENDERER

e-NIT No. - Date: -

I / We have inspected the entire site of works and have made me / us fully acquainted with local conditions on and around the site of works. I / We shall be bound by the conditions laid down in the Notice Inviting Tenders, Special Terms & Conditions, Technical Specifications, General Specifications, Specific Priced Schedule, scope of work, printed Tender Form No. – I KMDA, Bill of Quantities (BOQ), all Corrigendum's and Addendum's and all other documents uploaded before the last date of submission of tender which will be the part & parcel of the Contract Document. I/We shall be bound to sign all hard copies of uploaded documents under the NIT, during execution of formal agreement. My / Our tenders is offered taking due consideration of all the stipulations of contract documents.

Full Address with Phone No & valid Email Id

Of Tenderer:

Name of the Tenderer:-

Signature of the Tender:-

Signature of Tenderer

Signature of Tender
Inviting Authority

Signature of Tender
Accepting Authority

FORM 1

APPLICATION FOR TENDER

To
The Superintending Engineer (.....Circle)
W & S Sector, KMDA

Tender No.

Serial No. of Work applied for:

Amount put to tender:

Dear Sir,

Having examined the Statutory, Non statutory & NIT documents, I/We hereby like to state that I/we will fully accept all your conditions and offer to execute the works as per Tender no and Serial no. stand above. I/We also agree to remedy the defects after/during execution of the above work in conformity with the conditions of contract, specifications, drawings, bill of quantities and addenda.

Dated this _____ day of _____ 202__

Full name of applicant: _____

Signature: _____

In the capacity of: _____

Duly authorized to sign bids

For & on behalf of (Name of Firm): _____

(In block capitals or typed)

Office address:

Telephone no(s) (office): _____

Mobile No. _____

Fax No. _____

Signature of Tenderer

Signature of Tender
Inviting Authority

Signature of Tender
Accepting Authority

Annexure-iv

PERFORMANCE BANK GUARANTEE

Bank Guarantee No. : _____

Date of Issue : _____

Date of Commencement:

Valid Until :...../...../ or extended time as approved by
the competent Authority

Amount : Rs. _____/-

To
Superintending Engineer (Circle)
W.S. Sector, K. M. D. A.

Sir:

Whereas the Superintending Engineer (...Circle.),W.S. Sector, Kolkata Metropolitan Development Authority a body corporate constituted under the West Bengal Town & Country (Planning & Development) Act, 1979, for and on behalf of the Kolkata Metropolitan Development Authority,(Since Superseded), constituted under Kolkata Metropolitan Development Authority Act 1966, having its Office at **6th Floor, Unnayan Bhavan, Salt Lake, Kolkata -700091** hereinafter called **The Authority**", which expression shall unless excluded by or repugnant in the context be deemed to include their successors and assigns of the one part entered into contract No:

, to **Name of Work**: Area under International bidding norms with M/s. _____, a Company incorporated under the Companies Act, 1956 _____ and having its Registered office at "Company name and address", (hereinafter called the "Contractor"). In accordance with the provisions of the Conditions of Contract No. **No. 57.2** the Contractor shall deposit with the Superintending Engineer (...Circle), Kolkata Metropolitan Development Authority, Office of the Superintending Engineer (...Circle), W.S. Sector, a Bank Guarantee to guarantee his proper and faithful performance under the said Clause of the Contract of an amount of Rs. _____/- (Rupees only). The performance security shall be valid until the Contractor has executed and completed the Works and remedied any defects therein in accordance with the Contract i.e. till the completion of the defects liability period as per the Contract.

We, the (Bank's name and Branch), a body incorporated in India under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1969 of (Bank's Address), having our Registered Office at (hereinafter called "the Bank") which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns, do hereby guarantee and undertake to pay an amount of **Rs...../-** (Rupees only) to the Employer immediately of a written demand if as per evaluation of the Employer, the Contractor does not satisfactorily fulfil his obligations under the contract, an or all monies payable by the Contractor to the extent of **Rs...../-** (Rupees only) as aforesaid at any time until/ /**2023** or extended time as approved by the competent Authority without any demur, reservation, contest, recourse or protest and / or without any reference to the Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor, any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Employer discharges this guarantee.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the bank as a principle debtor in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

We further agree that no change or addition to or other modification of the terms of the Contract or of Works to be performed there-under or of any of the contract documents which may be made between the Superintending Engineer (...Circle) , W.S. Sector, Kolkata Metropolitan Development Authority, Office of the

Superintending Engineer (...Circle),W.S. Sector, and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be enforced for a maximum period until/...../

or extended time as approved by the competent Authority on expiry of which the Superintending Engineer (E.B),W.S. Sector, Kolkata Metropolitan Development Authority, Office of the Superintending Engineer (E.B)Circle, shall discharge the Guarantee. In case the Defects Liability Period ends after the expiry date of this guarantee the Employer shall not discharge the guarantee and shall request for extension of validity period of this guarantee.

Notice of claim under this Guarantee, if any, must be given to the Bank by the Employer during the guarantee period as mentioned above.

Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to **Rs...../-** (Rupees only) and this Guarantee shall be in force till/...../ or extended time as approved by the Authority from the date hereof.

Notwithstanding anything contained herein:

Our liability under this Bank Guarantee shall not exceed **Rs...../-** (Rupees only).

The Bank Guarantee shall be valid until/...../ or extended time as approved by the competent Authority.

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if the Superintending Engineer (...Circle), Kolkata Metropolitan Development Authority, Office of The Superintending Engineer (...Circle),W.S. Sector, serves upon us a written claim or demand on or before //

or extended time as approved by the competent Authority.

And

All rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under whether or not this document shall have been returned to us after/..... or extended time as approved by the competent Authority.

For (Name of the Bank)

Authorized Signatory

Place:

Date :