



Memo No: 12/SE(P)/W&S/KMDA/TN-2/25-26

Date: 08/05/2025

**NOTICE INVITING e-TENDER**

**e-NIT NO: - 03/SE(P)/W&S/KMDA of 2025-2026, Dated. 08/05/2025**

The Superintending Engineer (Civil), Planning Circle, W&S Sector, KMDA invites online e-tenders in two part system (Part-I Technical Bid and Part-II Financial Bid) from from bonafide, reliable, experienced & resourceful firms / individuals contractors, who have successfully completed works in Government / Govt. Undertaking / Govt. Autonomous Bodies / Semi-Govt. / Statutory Bodies/Local Bodes having credentials having credentials of **1 (One) Similar Nature Of Completed Work** of the minimum value **not less than 40%** of the estimated amount put to tender during last **5 (five) years** prior to the date of issue of the tender notice, or Intending tenderers should produce credentials of **2 (Two) Similar of Completed Work**, each of the minimum value **not less than 30%** of the estimated amount put to tender during last **5(five) years** prior to the date of issue of the tender notice, or Intending tenderers should produce credentials of **1 (One) Similar Nature of Running having completed 80% or more and value of which is not less than as in i) above**, during last **5(five) years** prior to the date of issue of the tender notice.

Sl. No.	Name of Work	Estimated Value of the work (Rs.)	Earnest Money Deposit (Rs.)	Time of Completion
1.	DE-SILTATION OF PADMA KHAL TO ERADICATE STORM WATER OF BHATPARA MUNICIPAL AREA AND IT'S ADJOINING AREA.	Rs. 84,98,353.00	Rs. 1,69,967.00	45 Days.

- 1) **Earnest Money deposit (EMD)** is to be remitted by the Tenderer in favour of **KMDA**. Payable at **KOLKATA**, as mentioned in the **column 4** above through Net- Banking/ RTGS/NEFT in respect of the Tender ID, as per requirement of e-Procurement System of Government of West Bengal (<https://wbtenders.gov.in/>).

In addition, instruction by the Finance Department **MEMORANDUM**, vide no. - **3975-F(Y)**; **Dated, 28th July, 2016** to be followed for ready reference and guidance.

- 2) Intending bidder may download the tender documents from the website <https://wbtenders.gov.in> directly with the help of Digital Signature Certificate.
- 3) Bidders should quote the rate including all Gov. statutory Tax's and GST as applicable. The Tax invoice(s) need to be issued by the supplier for raising claim under the contract showing separately, the tax charged in accordance with the provisions of GST Act, 2017.
- 4) **Submission of Tender: -**  
a) Pre-qualification/Technical Bid and Financial Bid both will have to be submitted online concurrently duly digitally signed in the website <https://wbtenders.gov.in> as per time schedule stated herein under. Time will be reckoned as per Server Clock.  
b) The Financial Bid of the prospective tenderers will be opened only if the tenderer qualifies in the Technical Bid. The decision of the Tender Inviting Authority will be final and binding to all concerned and no challenge against such decision will be entertained.
- 5) The intending Bidder, at his own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information's that may be necessary for preparing the Bid and entering



into a contract for the services as mentioned in the Notice Inviting Tender, before submitting offer with full satisfaction, the cost of visiting the site shall be at his own expense.

- 6) The intending Bidders shall clearly understand that whatever may be the outcome of the present invitation of Bids, no cost of Bidding shall be reimbursable by the Department. The Employer (tender accepting authority) reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time prior to the award of Contract without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the ground for Employer's (tender accepting authority) action.
- 7) Conditional / Incomplete Tender will not be accepted under any circumstances.
- 8) During scrutiny, if it comes to the notice of the Tender inviting authority that the credential or any other paper found incorrect / manufactured / fabricated, that bidder would not be allowed to participate in the Tender and that application will be rejected without any prejudice.
- 9) Successful bidder will have to install display board as instructed by Engineer-In-Charge and have to maintain that board at his own cost. No payment shall be made in this regard from KMDA
- 10) Before issuance of the WORK ORDER, the Tender inviting authority may verify the credential and other documents of the lowest Tenderer if found necessary. After verification if it is found that the documents submitted by the lowest Tenderer is either manufactured or false in that case work order will not be issued in favour of the said Tenderer under any circumstances.
- 11) **Time Schedule for Downloading, Uploading and Opening of Tender Documents: -**

<b>12. Time Schedule for Downloading, Uploading and Opening of Tender Documents: -</b>		
<b>a)</b>	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	<b>Date: 16/05/2025, Time: 18.00 hrs</b>
<b>b)</b>	Documents download start date (Online)	<b>Date: 16/05/2025, Time: 18.00 hrs</b>
<b>c)</b>	Documents download end date (Online)	<b>Date: 03/06/2025, Time: 14.00 hrs</b>
<b>d)</b>	Seek Clarification Start Date & Time	<b>Date: 16/05/2025, Time: 18.00 hrs</b>
<b>e)</b>	Seek Clarification End Date & Time	<b>Date: 23/05/2025, Time: 12.00 hrs</b>
<b>f)</b>	Pre-bid Meeting Date & Time	<b>Date: 26/06/2025, Time: 14.00 hrs</b>
<b>g)</b>	Issue of Response (As per written queries submitted by the bidders within scheduled period)	<b>Date: 27/06/2025, Time: 14.00 hrs</b>
<b>h)</b>	Starting date & time for sub- mission of tender through online	<b>Date: 16/05/2025, Time: 18.30 hrs</b>
<b>i)</b>	Last date & time limit for sub- mission of tender through online	<b>Date: 03/06/2025, Time: 14.55 hrs</b>
<b>j)</b>	Scheduled date & time for opening the Part-I tender document (Technical Bid) (Bid will be opened by the Authorized Officer)	<b>Date: 05/06/2025, Time: 15.00 hrs</b>
	Date of uploading the List of technically qualified bidders (Online)	<b>To be notified later in <a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a></b>
	Scheduled date & time for opening Part-II tender document (Financial Bid)	<b>To be notified later in <a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a></b>
<b>## No financial information should be uploaded to the folder marked for technical bid.</b>		

Tenders will be opened by **The Superintending Engineer (Civil), Planning Circle, W&S Sector, KMDA** or his authorized representative in presence of tenderer or their authorized representatives who may like to be present.

**12) Eligibility criteria for the bidders: -**



a) **The bidders should have the credentials as detailed below: -**

- i) Intending tenderers should produce credentials of **1 (one) Similar Nature of Completed Work** 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 the tender notice; or
- ii) Intending tenderers should produce credentials of **2(Two) Similar Nature of completed work** 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; or
- iii) Intending tenderers should produce credentials of **1 (One) Single Running Work of Similar Nature** which has been completed to the extent of **80%** or more and value of which is not less than the desired value at (a) above;

❖ **Other terms and condition of the credentials: -**

- i) Payment certificate will not be treated as credential.
- ii) Completion Certificate issued by the Superintending Engineer or equivalent competent authority of a State/Central Govt., State/Central Govt. undertaking, Statutory/Autonomous bodies constituted under the Central/State Statute on the executed value of completed/running works will be considered as Credential.
- iii) No credential will be considered as valid unless it is supported by work order, price schedule or BOQ of work and completion certificate mentioning the date of completion issued by the competent authority not below the rank of Superintending Engineer or equivalent or competent authority of a State / Central Government, State / Central Government undertakings, Statutory / Autonomous bodies constituted under the Central / State Statute. The completion certificate should indicate the value of the work (equal to booked expenditure).

**N.B.** Estimated amount, Date of completion of project & detail communicational address of Client must be indicated in the Credential Certificate.

- b) Bidder shall submit a Bank Solvency Certificate of minimum of **25% of estimated amount put to tender**, obtained within last six months from the last date of submission of bid online.
- c) Bidder shall Having annual average turnover at least 40% of the estimated amounts put to tender of last three financial years.
- d) Scanned copy of **PAN card, P. Tax, Valid income tax (For Last 3 yrs), GST registration. Last 3 yrs audited balance sheet, Credentials, BOQ's of the respective credentials, Work Order, Payment certificate, Bank Solvency Certificate in Current Financial Year and other supporting documents, Registration Certificate and/or trade license** of the company must be submitted duly digitally signed at desired location in the website <https://wbtenders.gov.in>.
- e) Scanned Copy of one original **affidavit before Notary will have to be submitted as per prescribed format, attached in the tender documents**, mentioning the correctness of the documents and a declaration of penalty debarment etc. faced by him under any Govt./Semi-Govt./Autonomous body/Institution through on line at desired location.



- f) Agencies against which departmental proceedings or legal actions are pending or have been identified by KMDA as having violated the terms of existing contract(s) shall be debarred from participating in this bid.
- 13) **Earnest Money:** - The tenderer shall have to upload scanned copy of requisite documents in support of submission of EMD (as mentioned in the column-4 of the above table) through online, along with the tender document in prescribed manner failing which the tender shall be rejected. The balance earnest money if any to fulfill **2(two) percent** of the tender value is to be deposited at the time of execution of formal agreement.
- 14) **Security Deposit: - Security Deposit (as per prevailed norms)**
- i) The Earnest money deposited by the lowest bidder (hereinafter shall be called the contractor) shall be converted into security deposit.
- ii) The authority making payment shall deduct security deposit during the progressive running accounts/final bills, so that total deduction against Security deposit together with the Earnest Money deposited at the time of tendering (to be converted to security deposit for successful bidder) shall constitute to 10% of the value of work actually done.

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 3 months beyond the defect liability period. *While issuing Bank Guarantee in favour of KMDA, the issuing applicants must mentioned receivers details as ICICI Bank, IFSC: ICIC0006950, Branch Salt Lake, Sec-I, in BG text at which SFMS IFIN 760 message to be send by issuing bank to establish the authenticity of the given BG*

**15) Defect Liability Period (DLP)**

**Security Period (SP)/Defect Liability Period (DLP) of the work shall be considered as 6 (Six) Months** from the date of actual completion of work in full. During the period of DLP, the agency/contractor is liable to make good of any kind of damage happen in the work/ structure, so constructed/erected by him, at his own cost. Before completion of DLP, the project must be handed over to concerned ULB for Operation and Maintenance, with full satisfaction of the Authority.

**16) Release of Security Deposit**

- (i) The **security deposit** shall be refunded to the contractor on expiry of **6 (Six) Months** from the date of actual and successful completion of work;

This period of **6 (Six) Months**, from the date of actual and successful completion of work, may be treated as the **Security Period/Defect Liability Period** of the contract. This supersedes the **clause 17** of tender form no.1.

**17) List of common documents shall have to be uploaded by each tenderer at the time of submission of Tender through online: -**

- i) All annexures as annexed.
- ii) Certificate of Incorporation/Registration of firm or company (Memorandum and Articles of Association, if any).
- iii) Deed of Partnership (constituted/reconstituted/amended, if any) (only for Partnership Firms).
- iv) Income Tax Return (for the last 3 financial years).
- v) Audited Balance Sheet (for the last 3 financial years) with Form 3CB/ 3CA.
- vi) Pan Card.
- vii) Professional Tax clearance certificate.
- viii) GST registration.



- ix) Latest valid Trade License.
- x) Technical Credential.
- xi) Work Order for the work in technical credential.
- xii) BOQ of work or price-breakup schedule of similar nature of work.
- xiii) Payment certificate of the said work.
- xiv) Completion Certificate for the work completed/running.
- xv) Bank Solvency Certificate from a scheduled bank recognized by the Government of India, to be issued before six months from the dated of e-NIT @ 25% (minimum) has been considered in Current Financial Year in conformity with the total project cost for this NIT.
- xvi) Affidavit before Notary mentioning the correctness of the documents and declaration of penalty or debarment etc., before the issuance of this NIT.
- xvii) Engineer's qualification Certificate.
- xviii) Registration certificates and relevant papers of Employees Provident Fund & ESI.

**18) Additional Performance Security: -**

- a) To ensure the quality and proper execution of the work in public interest, the **Additional Performance Security @10%** of the tender amount shall be obtained from the successful bidder if the **accepted bid value is 80% or less** of the Estimate put to tender.
- b) The Additional Performance Security shall be submitted in the form of Bank Guarantee from any scheduled bank before issuance of work order. **"The issuing applicants must mention receiver's details as ICICI bank, IFSC:ICIC0006950, Branch Salt Lake, Sec-I, in BG Text at which SFMS IFIN 760 message to be sent by the issuing bank to establish the authenticity of the given BG"** If the bidder fails to submit the Additional Performance Security within seven working days from the date of issuance of LOI, his Earnest Money Deposit will be forfeited and other necessary action as per NIT like blacklisting of the contractor, etc. may be taken. The Bank Guarantee shall have to be valid up to end of the contract period and shall be renewed accordingly, if required.
- c) The Bank Guarantee shall be returned immediately on successful completion of the contract. If the bidder fails to complete the work successfully, the Additional Performance Security shall be forfeited at any time during pendency of the contract period after serving proper notice to the contractor. Necessary provisions regarding deduction of security deposit from the progressive bills of the contractor as per relevant clauses of the contract shall in no way be altered / affected by provision of this Additional Performance Security.

*While issuing Bank Guarantee (BG) in favour of Kolkata Metropolitan Development Authority (KMDA), the issuing applicant must mention receiver's details as ICICI Bank, IFSC: ICIC0006950, Branch- Salt Lake, Sector- I, in the BG text at which SFMS IFIN 760 message to be sent by the issuing bank to establish the authenticity of the given BG.*

- 19) Suspension and debarment clauses shall be applied to the bidders who are participating in the tender process for their false declaration or forgery or falsification of records as per PWD order no. - 547-W(C)/1M-387/15 dated 16/11/2015 and 724-W(C)/1M-953/19, Dated-19.12.2019.
- 20) Also, if the L1 bidder does not agree to execute the job after opening of 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 as per PWD order 547-W(C)/1M-387/15 dated 16/11/2015 and 724-W(C)/1M-953/19, Dated-19.12.2019.

- 21) **Mismatch in Name:** - All documents uploaded by the Bidder, in support of his eligibility/credential for Pre-qualification to participate in this Tender should be same and identical & with Digital signature certificate (DSC). Minor mismatch like "M/S", "Kr/Kumar"," "Co-Op/Co-Operative" etc. has to be legalized /authenticated by the Bidder by uploading of proper Affidavit (duly Notarized) in this regard.
  - 22) Joint Ventures/Consortiums are not allowed to participate in the bid.
  - 23) Neither prospective bidders nor any of constituent partner had been debarred to participate in tender by the **KMDA during the last 5 (five) years** prior to the date of this NIT. Such debar will be considered as disqualification towards eligibility. (A declaration in this respect has to be furnished by the prospective bidders as per prescribed format without which the Technical Bid shall be treated non-responsive).
  - 24) For (a) Procurement of goods and services and (b) Works related contract involving supply of goods and services by contractor. Tax Invoice (S) needs to be issued by the supplier for raising claim under the contract showing separately the tax charged in accordance with the provision of **GST Act 2017**.
  - 25) **Addenda/Corrigenda:** - During the tenure of the tender if any addenda/corrigenda take place that will be circulated only through the Government e-Procurement system. 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.
  - 26) The work to be executed with necessary arrangements for safety, machineries, temporary Barricading, labour hutments, electricity and other misc. at contractor's own cost.
  - 27) **Bid Validity:** - Bids shall remain valid for a period of **120 days (One Hundred Twenty)** from the last date of submission of Financial Bid / Sealed Bid. If the bidder withdraws the bid during the period of bid validity the earnest money as deposited will be forfeited forthwith without assigning any reason thereof.
  - 28) During scrutiny, if it is come to the notice to tender inviting authority that the credential or any other papers found incorrect/manufactured/fabricated, that tenderer will not be allowed to participate in the tender and that application will be out rightly rejected without any prejudice with forfeiture of earnest money forthwith.
- List of "**Technically Qualified Bidders**" will be published in the web portal only. Financial Bid will be opened within a short period after such publication. Therefore, Bidders are requested to view the tender status on a regular basis. In case if there be any objection regarding Pre-qualification/ list of "**Technically Qualified Bidders**", that objection should be lodged to the Chairman, Tender/Bid Evaluation Committee within **24 hours** from the date and time of publication of list of qualified Agencies and beyond that time schedule no objection will be entertained by the **Tender/Bid Evaluation Committee**.
- 29) Before issuance of the LOI, the tender inviting authority may verify the credential & other documents of the lowest tenderer if found necessary. After verification, if it is found that such documents submitted by the lowest tenderer is either manufacture or false in that case, LOI will not be issued in favour of the tenderer under any circumstances.
  - 30) **Language of Tender:** - The tender shall be submitted in the prescribed form in English. All literatures and correspondence in connection with the tenders shall be in English.



- 31) **Others:** - The Tender Notice along with other documents like Tender Form No. -1 KMDA, Technical Specification, Special Terms and Conditions, BOQ, Addendum and corrigendum etc. whatever documents uploaded by the department concerned thereto shall be part and parcel of the Tender.
- 32) **Declaration:** - Tenderer must upload and submit duly digitally signed a declaration as per prescribed format for confirmation of his awareness of the contract.
- 33) 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.
- 34) There shall be no provision of Arbitration.
- 35) No Adjustment of Price OR Price Escalation of any kind will be allowed.
- 36) No mobilization advance and secured advance will be allowed.
- 37) 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. Payment for individual item of work in the BOQ will be made on the basis of actually executed quantity of work and its corresponding quoted rate. For execution of quantitative excess/savings of any item or supplementary works, approval of the competent authority would be required as per Notification No. 6754-PW/L&A/2M-312/2017,18/12/2017 of PWD Law & Arbitration Cell, G.o.W.B. In no case the final bill value will exceed the accepted tendered amount for the work.
- 38) 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.
- 39) The Tender Notice along with other documents like Tender Form-1, Terms and Conditions, BOQ and Corrigendum, if any etc. whatever documents uploaded by the department concern, shall be part and parcel of the Tender. The agency must go through carefully the Special Terms and Conditions uploaded by the department before quoting his/her rate.
- 40) 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.
- 41) The prospective bidders shall have in their full-time engagement experienced technical personnel with the sufficient knowledge of PERT/CPM, the minimum being one Civil Engineering Degree holder and one Civil Engineering Diploma holder (authenticated documents in respect of qualification and engagement shall be furnished for Technical Evaluation)

**The Tender Inviting Authority reserves to right to cancel the NIT due to unavoidable circumstances or may accept or reject any or all the tenders without assigning any reason what so ever. No claim in this respect will be entertained.**



For detail information please visits <https://wbtenders.gov> in & [www.kmda.wb.gov.in](http://www.kmda.wb.gov.in)

Superintending Engineer, Planning Circle,  
W&S Sector, KMDA.

Memo No: 12/1(11)/SE(P)/W&S/KMDA/TN-2/25-26

Date: 08/05/2025

Copy forwarded for kind information to:

1. The Chairman, Bhatpara Municipality.
2. The Director General, W&S Sector, KMDA.
3. The Chief Engineer, SD Sector, KMDA.
4. The Chief Engineer, W&S Sector, KMDA.
5. The Director of Finance, KMDA.
6. The Superintending Engineer, Program Circle, SD Sector, KMDA.
7. The Deputy Secretary, P.R.O., KMDA along with **1(One) Detailed copies & 4 (Four) Abridge copies of this e-NIT** for publication and uploading this e-NIT on KMDA website and Government of West Bengal website **as per prevailing norms of KMDA.**
8. The ACFA/ Accounts Officer, SD Sector, KMDA.
9. The P.S. to Chief Executive Officer, KMDA.
10. Notice Board, North Circle, SWM Sector, KMDA
11. Office copy

Superintending Engineer, Planning Circle,  
W&S Sector, KMDA.



## **INSTRUCTION TO BIDDERS**

### **1. GENERAL INSTRUCTIONS FOR E-TENDERING**

#### **1.1. General guidance for e-tendering:**

Instructions/guidelines for electronic submission of the tenders have been detailed above for assisting the contractors to participate in e-tendering.

##### **1.1.1. Registration of Contractors:**

Any contractor willing to take part in the process of e-tendering will have to be enrolled and registered with the Government e-Procurement system, through login onto <https://wbenders.gov.in>. The Contractor is to click on the link for e-tendering site.

##### **1.1.2. Digital Signature Certificate (DSC)**

Each contractor is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the Controller of Certifying Authority, Government of India (<http://cca.gov.in>) on payment of requisite amount. The Contractor can search the tender and download NIT and other tender documents electronically from computer, once he/she logs onto the website <https://wbenders.gov.in>. This is the only mood of collection of the tender documents. A prospective Bidder shall be allowed to participate in the job either in the capacity of the individual or as a partner of a firm. If it is found applied several in single job all his applications will be rejected for that job.

##### **1.1.3. Submission of Tenders:**

###### **General Process submission:**

Tenders are to be submitted through online to the website stated in Sl. No. 3 (a) of the e-NIT, two folders at a time for each work, one is technical bid and the other is financial bid before the prescribed date and time using his/her Digital Signature Certificate.

##### **1.2. Technical Bid:**

Technical bid contains scanned copies of the following further in two folders.

- a) Statutory cover containing:
  - i. NIT with all addendum & corrigendum (download & upload the same digitally signed)
- b) Non-statutory cover containing:
  - i. All annexures as annexed.
  - ii. Certificate of Incorporation/Registration of firm or company (Memorandum and Articles of Association, if any).
  - iii. Deed of Partnership (constituted/reconstituted/amended, if any) (only for Partnership Firms)
  - iv. Income Tax Return (for the last 3 financial years)
  - v. Audited Balance Sheet (for the last 3 financial years)
  - vi. PAN Card
  - vii. GST registration certificate with up-to-date challan
  - viii. Latest Professional Tax paid challan and P-Tax Enrollment Certificate.
  - ix. Latest valid Trade License
  - x. Provident Fund Registration Certificate with up-to-date challan
  - xi. ESI Registration Certificate with up-to-date challan
  - xii. Technical Credential



- a) Work Order
  - b) Completion Certificate for the work completed/running
  - c) BOQ of work or price-breakup schedule
  - d) Payment Certificate of the said work
- xiii. Current Bank Solvency Certificate (of minimum 25% of estimated amount put to tender) from a scheduled bank recognized by the Government of India, obtained within six months from the date of publishing of NIT.
- xiv. Affidavit before Notary mentioning the correctness of the documents and declaration of penalty debarment etc.
- xv. Technical Manpower details (to be deployed at project).
- xvi. Confirmation of supply of minimum number of manpower during Operation & Maintenance (if any).
- xvii. Local office address for communication.

**NOTE:**

Failure of submission of any of the above-mentioned documents, as stated in 23.2. a) & 23.2. b) of the General Instructions for e-tendering, will render the tender liable to summarily rejected for both statutory and non- statutory cover.

**1.3. Financial Bid**

The financial Bid should contain the following documents in one folder, i.e., Bill of Quantities (BOQ). The Contractor is to mention the rate inclusive of all incidental fees, taxes etc. through online in space marked for quoting rate in the BOQ.

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

**1.4. Opening & Evaluation of Tender**

Technical Bid will be opened by the Superintending Engineer (Civil), Plng. Circle, W&S Sector, KMDA. Intending tenderer may remain present if he/she so desire. Statutory Cover would be opened first and if found in order and correct, Non-Statutory Cover will be opened. If there is any deficiency in the Statutory and Non-Statutory documents, the tender will be summarily rejected.

Decrypted (transformed in to a readable formats) documents of the non-statutory folder will be downloaded & handed over to the evaluation committee.

List of technically qualified bidders will be uploaded only onto the designated Government website - <https://wbtenders.gov.in>.

**NB:**

While evaluation, the Evaluation Committee may summon of the tenders and seek clarification/information or additional documents or original hard copy of any of the documents already submitted and if they couldn't produce the same within the stipulated time frame, their bid will liable for rejection.

**1.5. Opening and evaluation of financial bid:**

Financial bid of Tenderers, declared technically eligible by the Tender Evaluation Committee, will be opened electronically from the web portal on the prescribed date and time.



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

Submission of false document by tenderer is strictly prohibited.

Superintending Engineer, Planning Circle,  
W&S Sector, KMDA.

# Annexure

**Annexure 1:**

**Covering Letter**

*<To be printed on the Letterhead of the Applicant including full postal address,  
telephone, faxes and e-mail address>*

Memo. No.

Date:

To  
The Superintending Engineer (Civil),  
Planning Circle,  
Water & Sanitation Sector,  
Kolkata Metropolitan Development Authority,  
Unnayan Bhawan,  
Salt Lake City, Kolkata – 700 091

Subject:           Submission of Tender for “**NAME OF THE WORK**”.

Dear Sir,

1. We are submitting this tender for the work mentioned above and our Proposal is valid for a period of 120 days from ‘bid submission closing date (online)’ as mentioned in the Notice Inviting Quotation above.
2. We understand that KMDA is not bound to accept any or all quotations it may receive.
3. We declare that we have disclosed all material information, facts and circumstances, which would be relevant to and have a bearing on the evaluation of our Quotation and qualification.
4. We do, also, certify that all the statements made and/or any information provided in our bid, are true and correct and complete in all aspects.
5. We declare that in the event that KMDA discovers anything contrary to our above declarations, it is empowered to disqualify us and our Quotation from further participation in the bid evaluation process and to cancel the contract at any time during the contract.
6. We declare that if KMDA discovers any misrepresentation of facts at any point of time KMDA will have the right to forfeit the Earnest Money Deposit (EMD), Contract Performance Guarantee and debar us from participating in any bid in the future.
7. If our Proposal is accepted, we will furnish the Performance Security Deposit as mentioned in this NIT before signing the Contract Agreement.

Dated this \_\_\_\_ date of \_\_\_\_\_ 2024,

(Signature)

**Name:**

**Designation:**

**Name of Firm:**

**Communication address:**

**Company Seal**

**Mobile no.:**

**WhatsApp no.:**

**e-mail ID:**

**Annexure 2:**

**Power of Attorney for Signing of Bid  
(if required)**

*(To be executed on Non-Judicial Stamp Paper of appropriate value)*

**POWER OF ATTORNEY**

Know all men by these presents, We, \_\_\_\_\_ (name of Firm/Company) incorporated under the laws of India and having its registered office at \_\_\_\_\_ do hereby constitute, nominate, appoint and authorize Mr./Ms. \_\_\_\_\_ (name), son/daughter/wife of \_\_\_\_\_ and presently residing at \_\_\_\_\_ who is presently employed with/retained by us and holding the position of \_\_\_\_\_ as our true and lawful attorney (hereinafter referred to as the "Attorney"/"Authorized Representative") to do in our name and on our behalf, all such acts, deeds, matters and things as are necessary or required in connection with or incidental to submission of our bid titled "**NAME OF THE WORK**", a Notice Inviting Tender (NIT) issued by the Kolkata Metropolitan Development Authority (the "KMDA") and subsequently for our selection as successful bidder including but not limited to signing of proposals and other documents and writings, participating in pre-bid meeting and other conferences and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Authorisation Agreement and undertaking consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of us Proposal for the said consultancy job and/or upon award thereof to us till the entering of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, \_\_\_\_\_ THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

For (Signature, Name, Designation and Address)

Witnesses:

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_

**Notarized**

Accepted (Signature, name designation and address of the Attorney)

**Instructions regarding Power of Attorney:**

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
2. Wherever required, the executants(s) should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

**Annexure 3:**

**AFFIDAVIT**  
**(MENTIONING THE CORRECTNESS OF THE DOCUMENTS**  
**AND DECLARATION OF PENALTY, DEBARMENT ETC.)**

*(To be executed on Non-Judicial Stamp Paper of any value, not less than ₹50/-)*

One Affidavit will have to be submitted mentioning the correctness of the documents and declaration of penalty, debarment etc. faced by the declarant under any Government/Semi-Government/Autonomous Body/Institution/Local Body in hard copy within stipulated date & time.

**Points/Declaration to be furnished in the AFFIDAVIT:**

- (i) I (Name), Son of (Father's Name), residing at (Residential Address) having office at (Business Address) do hereby solemnly affirm and declare as follows:
- (ii) Partnership Details:
- (iii) Reference NIT No., Sl. No.
- (iv) All Documents submitted by me are genuine, authentic, true and valid.
- (v) All information furnished are true to the best of my knowledge & behalf. Department has got full right to cancel the same with penal measure, if any, in case any of the statements is proved to be false.
- (vi) Neither any penalty or debarment was made against me nor against the firm in any way at any Government/Semi-Government/Autonomous Body/Institution.
- (vii) That I am a citizen of India.

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

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(Dated & Signature of the Tenderer)

**Annexure 4:**

**CERTIFICATE**

*(To be submitted on Company Letterhead)*

I/We have inspected the sites of works and have made me/us fully acquainted with the local conditions in and round the sites of works. I/We shall be bound by conditions laid down in the Notice Inviting Tender, Special Conditions, Specification and also KMDA Form No. – 1. I/We have gone through the Schedule of Rates of Public Works Department, Government of West Bengal on Building Works for the year 2017, Sanitary, & Plumbing Works for the year 2017, Road & Bridge Works for the year 2018, unified Schedule of Rates of Irrigation & Waterways Department for the year 2018, Schedule of Rates for Sewerage and Drainage Works and Water Supply Works, 2018-2019, of Urban Development and Municipal Affairs Department and General Specifications, now in force in the Public Works Department, Government of West Bengal and the code of practice by ISI and shall follow them as required unreservedly. I/We shall also uniformly maintain such progress with the work, as any be directed by the Engineer-in-Charge of the work to ensure completion of the same within the target date.

\_\_\_\_\_  
(Dated & Signature of the Tenderer)

**Annexure 5:**

**DECLARATION BY THE TENDERER**

*(To be submitted on Company Letterhead)*

- I. I / We have inspected the 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, Special Specifications, General Specifications, Specific Priced Schedule and also printed Tender Form No. – I (as amended). I/We have gone through the latest amended “P. W. D. (Roads) Schedule”, “P. W. D. (Bldg.) Schedule of Rates”, B. I. S. codes of practices, relevant MoRTH specification and IRC codes of practices of the Special Terms and Conditions. My / Our tenders is offered taking due consideration of all the stipulations of contract documents. I / We shall also uniformly maintain such progress with the works as may be directed by the Engineer – in – Charge of the work to ensure completion of same within the target date.
- II. My/Our Permanent Income Tax Account No. is .....
- III. My/Our Goods and Services Tax Registration No. is .....
- IV. a) I/We declare that I have no relative working under North Circle, WS Sector of KMDA.
- b) I/We declare that the under noted personnel of North Circle, WS Sector of KMDA is related to me/us.

Name	Relationship	Designation with office address
Sri .....	.....	.....

Postal Address with Telephone No.  
& Mobile No. of the tenderer

\_\_\_\_\_

\_\_\_\_\_  
(Dated & Signature of the Tenderer)

\_\_\_\_\_

**Annexure 6:**

**FORMAT OF THE BANK GUARANTEE FOR  
ADDITIONAL PERFORMANCE SECURITY DEPOSIT**  
*(To be executed on Non-Judicial Stamp Paper of appropriate value)*

To  
The Superintending Engineer (Civil)  
Planning Circle,  
Water & Sanitation Sector,  
Kolkata Metropolitan Development Authority

WHEREAS ..... [name and address of Contractor] (hereafter called “the Contractor”) has undertaken, in pursuance of e-NIT No..... and Tender No.: ..... [Tender No.], to execute the work of “**NAME OF THE WORK**” (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the Said contract that the Contractor shall furnish you with a Bank Guarantee from a scheduled bank for the sum specified therein as ‘ADDITIONAL PERFORMANCE SECURITY DEPOSIT’ for compliance with his obligation in accordance with the Contract.

AND WHEREAS we ..... [indicate the name of the Bank & Branch] have agreed to give the Contractor such a Bank Guarantee.

Now THEREFORE we.....[indicate the name of the Bank & Branch] hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total sum of ₹..... [amount of Guarantee]..... (amount in words). We undertake to pay you, upon your first written demand and without cavil or argument, a sum within the limit of ₹ ..... [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We ..... (indicate the name of the Bank & Branch) hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We ..... (indicate the name of the Bank & Branch) further agree to pay to you any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suite or proceeding pending before any court or Tribunal relating thereto, our liability under this Present Absolute and unequivocal. The payment/so made by us under this bond shall be a valid discharge of our liability or payment there under and the contractor(s) shall have no claim against us for making such payment.

We ..... (indicate the name of the Bank & Branch) further agree that no change or addition to or other modification of the terms of the Contract or of the works to be performed there under or of any of the Contract documents which maybe made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of the such change addition or modification.

We ..... (indicate the name of the Bank & Branch) lastly undertake not to revoke this guarantee except with the previous consent of you in writing.

This Guarantee shall be valid up to ..... [date of completion] it come into force with immediate effect and shall remain in force and valid for a period up to the time of completion of contract under the stated contract plus claim period of twelve months for the Bank Guarantee. Notwithstanding, anything mentioned above, our liability against this guarantee is restricted to Rs. .... (Rupees in words) and unless a claim in writing is lodged with us within the validity period, i.e., up to..... of this guarantee all our liabilities under this guarantee shall cease to exist.

Signed and sealed this ..... day of ..... 2024 at .....

**SIGNED, SEALED AND DELIVERED**

For and on behalf of the BANK by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

**NOTES:**

- I. The Bank guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- II. The address, telephone number and other details of the Head office of the bank as well of issuing Branch Should be mentioned on the Covering letter of issuing Branch.

**Annexure 7:**

**NO CLAIM CERTIFICATE**

(On company Letter-head)

Bidder's/Contractor's Name:  
[Address and Contact Details]

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Contract/Tender Reference No.: \_\_\_\_\_ Date.....

To  
The Executive Engineer  
[Complete address of the Division office]

**Sub: No Claim Certificate**

**Ref:** i) Contract Agreement no.: \_\_\_\_\_ dated \_\_\_\_\_  
for the work of: \_\_\_\_\_  
\_\_\_\_\_

ii) LoI No.: \_\_\_\_\_

iii) Work Order No.: \_\_\_\_\_

We have submitted and signed the final bill amounting to ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_  
\_\_\_\_\_ only) as final settlement due to us for the work of \_\_\_\_\_

\_\_\_\_\_ under the above mentioned  
contract agreement.

On receipt of final bill amounts payable to us with this payment, we have no outstanding dispute of any description whatsoever regarding the amounts worked out as payable to us and received by us.

We hereby unconditionally and without any reservation whatsoever, certify that we shall have no further claim whatsoever, of any description, on any account, against WS Sector, KMDA, under the contract above. We shall continue to be bound by the terms and conditions of the contract agreement regarding its performance till defect liability period.

Yours faithfully,

Signatures of Bidder's/Contractor's or  
Officer authorised to sign the contract documents.  
on behalf of the Bidder / Contractor  
(Company Seal)

Date: \_\_\_\_\_

**Annexure 8:**

**FORMAT FOR  
HANDOVER AND TAKEOVER CERTIFICATE FOR THE FACILITIES AND/OR ASSETS CREATED  
BY**

**KOLKATA METROPOLITAN DEVELOPMENT AUTHORITY**

*(To be executed on the ULB letterhead and obtained before releasing Security Deposit of the agency)*

1. Name of the Work : .....
2. Location : .....  
*(address and probable coordinates)*
3. E-NIT no. : .....
4. Name & address of the agency : .....
5. Letter of Intent (LOI), memo. no. : .....
6. Work Order (WO), memo. no. : .....
7. Estimated amount put to tender (₹) : .....
8. Final Bill value (₹) : .....
9. Date of actual Completion of Work : .....
10. Date of Joint Site Inspection : ..... *(must be  
conduction within Defect  
Liability Period of contract)*
11. Date of takeover of the asset/facility : .....
12. Any observation/remark while taking over the asset from KMDA by the ULB:  
.....  
.....  
.....
13. **Endorsement** :

All the parties do hereby endorse this Handover and Takeover Certificate of the Project, as mentioned. The signing of this document accepts the handover of the asset(s), created by Kolkata Metropolitan Development Authority (KMDA). The project client/executing agency, here KMDA, is responsible for following up of any outstanding fund that may be required to be claimed for this project, due to the agency, if any.

**PROJECT HANDOVER BY**

**PROJECT TAKEOVER BY**

\_\_\_\_\_  
Dated Signature of  
The Executive Engineer  
\_\_\_\_\_  
Division, WS Sector, KMDA

\_\_\_\_\_  
Dated Signature of  
The Chairperson/Chairman/Executive Officer  
\_\_\_\_\_  
Municipality/Municipal Corporation

**SPECIAL TERMS AND CONDITIONS OF**  
**THE CONTRACT (CIVIL)**

## **1. GENERAL**

All works are to be carried out in accordance with special terms and technical specifications as mentioned herein after.

- 1.1. In addition to the above, General specifications of the Schedule of Rates of Public Works Department, Government of West Bengal on Building Works for the year 2017, Sanitary, & Plumbing Works for the year 2017 and Road & Bridge Works for the year 2018, shall be applicable for works not covered by above.
- 1.2. In addition to the above General specifications of the schedule of rates of presidency Circle - I, P.W.D., Government of West Bengal (briefly referred to as the "P.C. Schedule" and as defined below) shall be applicable. The "P.C. Schedule" referred to above shall comprise the following two schedules (taken together) of Presidency Circle - I, P.W.D. Government of West Bengal for the year 2017. Schedule of rates for building materials and labour (briefly referred to as the building schedule).
- 1.3. The specifications for works not covered by the specifications referred in Clause - 1.1. or 1.2. shall be governed by the Bureau of Indian Standards Code of Practices. MoRTH Specification, IRC Codes of Practices and as per base practice according to the direction of the Engineer-in-Charge.
- 1.4. Unified Schedule of Rates of Irrigation & Waterways Department for the year 2018.
- 1.5. The contract documents are to be considered as a whole. The several documents forming the contract, are to be taken as mutually explanatory of one another. If, however, the stipulations of the different documents be at variance in any respect, one will override the others (only in so far as these are at variance) in order of precedence as given below:
  - (i) Letter of Intent (L.O.I.)
  - (ii) Notice Inviting Tenders
  - (iii) Special Terms & Conditions
  - (iv) Special Specifications
  - (v) Specific Priced Schedule
  - (vi) The Printed Tender Form (KMDA Form No.- I)
  - (vii) The Schedule (as defined on clauses - 1.1. above)
  - (viii) P. C. Schedule (as defined on clauses - 1.2. above)

## **2. ENHANCEMENT OF TENDER RATE**

In no circumstances, the tendered rate shall be enhanced after acceptance of the tender.

## **3. EXPLANATION OF TERMS**

Heading and marginal notes are only for convenience of reference and have no contractual significance.

Words importing the singular also includes the plural and vice-versa where the context so requires.

- 3.1. The words "Approved" or "Direct" appearing anywhere in the tender documents shall indicate (unless specifically mentioned otherwise) the approval or direction of the Engineer-in-Charge.
- 3.2. The term "At the site of work" or "Near the site of work" wherever it appears in the tender documents, shall mean anywhere within 150 (one hundred and fifty) meters from the actual site of work.
- 3.3. The word "Department" appearing anywhere in the tender documents, shall mean "Kolkata Metropolitan Development Authority (KMDA in abbreviation)".
- 3.4. The Engineer-in-Charge shall mean the Executive Engineer of the Division concerned as mentioned in the tender notice.
- 3.5. The Sub-divisional officer shall mean the concerned Assistant-in-Charge of the work authorised to carry out on behalf of the Engineer-in-Charge, general supervision, issue of day-to-day instructions and to approve materials and workmanship.

- 3.6. The words “Superintending Engineer” and “Chief Engineer” appearing anywhere in the printed tender form shall mean the concerned Superintending Engineer and the Chief Engineer of the particular wing of Sector concerned respectively.

#### **4. CHARACTER OF SITE**

Before submission of tenders, the intending tenderer shall inspect the site of work and get them thoroughly acquainted with the local conditions and difficulties under which the work will have to be carried out. They should consider, among others, the nature of soil, climate conditions of the locality, dearth of water in the area of work, condition of the existing roads, transport facilities, nonexistence of roads in many places etc. Extra cost involved due to above factors to be borne by the contractor and should, thereof, be included in the rates to be quoted by them.

#### **5. INCIDENTAL FEES**

All rates to be quoted by the contractors shall be inclusive of all incidental fees and charges, e.g., Royalties, Ferry charges, Octroi and Toll Tax of Materials, Electricity, Water and other charges of Municipalities or Statutory Bodies, Sales Tax, Goods & Services Tax (GST), Income Tax etc. Nothing extra will be paid against such account.

#### **6. STATUTORY OBLIGATIONS**

- 6.1. The Contractor shall give all notices and pay all fees required to be given by any statute or any regulation or bye-law of any local or other statutory authority which may be applicable to the works and shall keep KMDA indemnified against all penalties and liabilities of every kind for breach of such statute, regulation or bye-laws.
- 6.2. The Contractor shall indemnify the KMDA against any loss/harm and also against all claims, demands, suit and preceding on account of infringement of any patent rights, design, trademark or name of other protected rights in respect of any constructional plant, machine, work material thing process used for in connection with the work or temporary works.

#### **7. SAFETY PRECAUTIONS**

- 7.1. All necessary precautions are to be taken by the contractor for the safety of his workmen and of the general public. The work must be done in such a way as not to damage any property, existing structure or public utility services during work. Close cooperation must be ensured with other contractor or contractors working the area of work. All claims arising out of any damage to the existing structures or properties due to works of the contractor shall be borne by the contractor.
- 7.2. The Contractor shall provide necessary fencing and lighting arrangements around the trench excavated by him and / or at the site of work for the safety of his workmen and of the general public. Such arrangement shall not be paid for separately and the cost thereof shall be included in the Contractor’s rate for the work.

#### **8. IDLE LABOUR**

Whatever may be the reason no claim for idle labour, additional cost of establishment, hire and labour charges for Tools & Plants will be entertained and shall be borne by the tenderer.

#### **9. TRANSPORT**

The Contractor shall arrange all transport including Railway Wagons required for carriage of all tools & plants, implements and materials etc. at their own risk and cost.

#### **10. PUMPING, DEWATERING ETC.**

The Contractor shall provide all pumping and other arrangements that may be necessary to remove from or keep out of foundations, trenches or any part of the structure under construction, water free (whether canal water, sub – soil water and water from any source, whatsoever). Such pumping or other necessary arrangements shall not be paid for separately and the cost thereof is to be included in the contractor's rate of relevant items of work.

## **11. WATER AND ELECTRICITY**

The Contractor shall have to make his own arrangement for adequate supply of water and for electrical power that may be required for or in connection with execution of the work. All these will have to be done at contractor's own cost and expense and no separate payment for any of these shall be made, the cost thereof being deemed to be included in the rate for the work.

- 11.1. Arrangement for supply of piped water from existing service lines may not be possible. In that case the Contractor will have to make arrangements for supply of drinking water and all water required for execution of the work by sinking tube wells or other suitable alternatives that may be approved by the Engineer-in-Charge. Nothing extra will be paid for such account.
- 11.2. Electrical power from usual supply agencies may not be available. In that case the Contractor will have to make his own arrangement for electrical power through generator. Nothing extra will be paid for such account.

## **12. CLEARANCE OF SITE**

- 12.1. Before starting any work, the work site where necessary, must be properly dressed after cutting, cleaning and clearing all varieties of jungles and shrubs including bamboo clusters or any undesirable vegetation, rubbish, sludge etc. from the site of works for which nothing will be paid extra.
- 12.2. The site must be cleared by the Contractor from time to time in the course of execution of the work.
- 12.3. On completion of work, all temporary works shall be removed by the Contractor. All scars of construction shall be obliterated and the whole site left in a clean and workman like manner to the entire satisfaction of the Engineer – in – Charge. No separate payment shall be made for these, the cost thereof being deemed to have been included in the Contractor's rate for the work.

## **13. SERVICEABLE MATERIALS**

All serviceable materials obtained from excavation or from dismantling of existing structures shall remain the property of KMDA. The responsibility for stacking materials that are considered serviceable by the Engineer-in-Charge and hand delete over the same to the Engineer-in-Charge shall in custodian of with the Contractor and nothing will be paid on this account. In case of any loss or damage of serviceable materials prior to hand delete over the same as aforesaid full value thereof will be recovered from the Contractor's bill at rates as assessed by the Engineer-in-Charge.

## **14. UNSERVICEABLE MATERIALS**

The contractor shall remove all unserviceable materials to the place as directed. He should level and dress the work site on completion of the relevant portion of work as per direction of the Engineer-in-Charge of work. No extra payment will be made on this account.

## **15. QUALITY OF MATERIALS**

All materials brought to the site must be to the approval of the Engineer-in-Charge. Rejected materials must be removed by the Contractor from the site within 24 hours of the issue of orders to that effect. In case of non-compliance with such orders the Engineer-in-Charge shall have the authority to cause removal at the cost and expense of the Contractor and the Contractor shall not be entitled to claim any loss or damage on that account.

## **16. MATERIALS AND LABOUR**

All materials and labour (skilled & unskilled) including their water supply, sanitation, procurement of food staff, medical aid etc. are to be arranged by the Contractor. Cost of transport of materials and labour and allied items aforesaid shall have to be borne by the Contractor and included in his rate for the work.

## **17. UNSKILLED LABOUR**

For all items of work under contractor unskilled labourers will have to be local labourer. Normally, without the consent of the Engineer-in-Charge, no unskilled labourer shall be imported from any district other than that where the work is to be executed imported labourers could be engaged with the permission of the Engineer-in-Charge, when the exigency or progress of works demands. Seventy percent of the unskilled labours shall never the less have to be recruited locally.

## **18. CONTRACTOR'S AGENT OR REPRESENTATIVE**

- 18.1. The contractor shall not assign the agreement or sublet any portion of the work. The contractor shall appoint authorised representative and requisite technical personnel in respect of one or more of the following purposes only.
  - (a) General day to day management of the work.
  - (b) To attend measurements when taken by KMDA officers and to sign the records of such measurements.
- 18.2. The selection of the authorised representative is subject to the prior approval of the Engineer-in-Charge and the contractor shall seek in writing such approval giving therein the name and address of the representative he wants to appoint and the specific purpose for which the representative will be authorised for. Even after initial approval, the Engineer-in-Charge may issue at any subsequent date, revised directions about such authorised representative and the contractor shall be bound to abide by such directions. The Engineer-in-Charge shall not be bound to assign any reason for any of his directions with regard to the appointment of authorised representative.
- 18.3. The provisions of power of Attorney, if any, must be to the approval of KMDA, otherwise KMDA shall not be bound to take consignee of such power of Attorney.
- 18.4. Any notice, correspondence etc. issued to the authorised representatives or left at his address will be deemed to have been issued to the contractor himself.

The provision of a notarized power of Attorney, if any, must be to the approval of the Department, otherwise the Departmental shall not be bound to take cognizance of such power of attorney. The authorised agent or representative, when appointed by the contractor, as per provisions of the contract for supervision of works on their behalf, shall either be a Degree or Diploma holder in Engineering.

## **19. SITE OFFICE**

The Contractor shall have an office adjacent to the work site as may be approved by the Engineer-in-Charge, where all directions and notice of any kind what so ever, which the Engineer-in-Charge or his representative may desire to give to the Contractor in connection with the contract may be left and the same when left at or sent be post to such office or delivered to the Contractor's authorised agent or representative shall be deemed to be sufficiently served upon the Contractor.

## **20. GODOWN, LABOUR SHED ETC.**

- 20.1. The contractor shall make his own arrangements for storage space and godown for his tools and plants, materials etc.

- 20.2. The Contractor shall arrange for temporary sheds latrines, water supply etc. for the accommodation of the use of his staff. These shall be properly maintained all through the period of construction in clean and hygiene condition to the satisfaction of the Engineer-in-Charge.
- 20.3. The locations of godown, stacking place other temporary structures must be to the prior approval of the Engineer-in-Charge. The land, if available within the site will be given free of rent. Any land outside the work site as may be required for the purpose will have to be arranged by the Contractor himself at his own cost.
- 20.4. On completion of the work all sheds, godown, vats, platform etc. erected by the Contractor for constructional purpose, shall have to be removed by him at his own cost and the ground restored to its original condition to the satisfaction of the Engineer-in-Charge.

## **21. SITE ORDER BOOK**

- 21.1. The contractor shall within 7 (seven) days of the receipt of the order to take up works, supply at his own cost SITE ORDER BOOK to Assistant Engineer concerned. The site order book shall be kept at the site of work under the custody of the Assistant Engineer or his authorised representative. The site order book shall have machine numbered pages in triplicate. Directions or instructions from KMDA officials issued to the contractor will be entered (in triplicate) in the site order book (except when such directions or instructions are given by the separate letters). The contractor or his authorised representative shall regularly note the entries in the site order book and also record thereon the action taken or being taken by him complying with the said directions or instructions or any relevant point relating to the work, contractor or his authorised representative may take away the duplicate page of the work order book for his own record.
- 21.2. The first page of the work order book shall contain the following particulars:
  - (a) Name of the work.
  - (b) Reference to contact no.
  - (c) Date of opening the site order book.
  - (d) Name and Address of the Contractor (with phone no. if any).
  - (e) Signature of the contractor.
  - (f) Name and Address of the authorised representative who is authorised to act on behalf of the Contractor.
  - (g) Specific purposes for which the contractor's representative is authorised to act on behalf of the Contractor.
  - (h) Signature of the authorised representative dully attested by the contractor.
  - (i) Signature of the Assistant Engineer concerned.
  - (j) Date of written order to commence work.
  - (k) Time of completion of work with date.
  - (l) Extension of time granted, if any.
  - (m) Date of actual completion of works.
  - (n) Date of recording of final measurements.

Entries vide (m) & (n) above shall be filled in on completion of work and before the site order book is recorded in the office of the Assistant Engineer concerned.

## **22. ADDITIONAL ITEMS BEYOND THE SCOPE OF THE CONTRACT:**

- 22.1. During the process of execution of the job under the contract if any additional item of works quantities beyond the scope of contract is required to be done as per the opinion of the Engineer-in-charge, such additional items and quantities shall have to be executed by the contractor as supplementary items when so directed by the EIC.
- 22.2. Notwithstanding what has been stated in clause 12 of the printed tender form, rates of supplementary items of works will be determined according to sub-clauses in order of precedence as given below.

- 22.2.1. The rates shall be analysed to the maximum extent possible from the rates of allied items of work appearing in the specific priced schedule.
- 22.2.2. To complete the analysis, if necessary, the rates appearing in the “Schedule” (as defined under clause-1.1. above) shall be applicable for the portion remaining after application of clause- 22.2.1.
- 22.2.3. To complete the analysis, if necessary, the rates appearing in the “P.C. Schedule” (as defined under clause-1.2. above) shall be applicable for the portion remaining after application of clause-22.2.1 and 22.2.2.
- 22.2.4. If the analysis cannot be completed even after application of clause- 22.2.1, 22.2.2 and 22.2.3 above, the balance shall be determined from the market rates of material and labour.
- 22.2.5. The contractual percentage shall be applicable in regard to the portion of the analysis based on clause 22.2.1, 22.2.2 and 22.2.3 above.
- 22.2.6. Profit inclusive of overhead charges shall be added at the rate of 10(ten) percent in regard to the portion of the analysis based on clause-22.2.4 above.

### **23. Issue of KMDA Materials**

- 23.1. No departmental materials shall be issued to the agency by any extent. All materials are needed to be procured by the agency as per requirement at site and as decided by the EIC.
- 23.2. Materials, so procured, will be checked by the EIC at site. Upon approval of the EIC, the agency can use his materials as per his/her requirement.
- 23.3. The contractor itself shall be responsible for any damage or loss of such materials and the department will not take any responsibility of such damage or loss, by any circumstances.
- 23.4. The contractor shall also have to satisfy the EIC regarding the proper utilization of such materials.
- 23.5. The contractor should have to submit the Manufacturer’s Test Certificates (MTCs) and challans as and when he/she procures materials for his/her site, batch wise. The materials, if needed, should have to be tested at any NABL accredited laboratory, as per decision and direction of the EIC. If it is so required, departmental officers may visit the manufacturer’s workshop for verification of its certification and methodology of production of such material. All such costs would have to be borne by agency itself.
- 23.6. The consumption of different materials of construction against the various items of works will be assessed on the basis of the ‘chart for consumption of materials’, given in the P.C. Schedule, unless specifically mentioned otherwise in the technical specifications. If any item is not available in the ‘Schedule’, the same shall have to be obtained from ‘P.C. Schedule’. The permissible variation as given in the preamble to the said chart for consumption of materials will normally apply provided what has been stated under the clauses. The EIC under special circumstances shall be component to allow (for recorded reasons) for a greater variation.

### **24. WORK PROGRAMME**

The Contractor, on receipt of the letter of acceptance of his tender, shall submit to the Engineer-in-Charge the work programme in the form of CPM Network chart and or in Bar Chart, each in triplicate for his approval.

- 24.1. The work must be taken up within 7 (seven) days from the date of issue of work order and be complete in all respects within the specified time of completion as mentioned in Detailed Notice Inviting Tender.
- 24.2. The Contractor shall submit the work programme clearly showing the materials, men and equipment and a time table divided into four equal periods of progress of the work for the approval of the Engineer-in-

Charge who will have authority to make additions, alteration and substitution to such programme in consultation with the Contractor, unless the same is subsequently found impracticable in some or all respect, in the opinion of the Engineer-in-Charge and is modified by him. The stipulations laid down in clause – 2 of the condition of contract in the printed tender form regarding the division and progress as provided in the said clause, shall be deemed to have been sufficiently complied with if the actual progress of work does not fall short of the progress as laid down in the approved time table for one – fourth, half and three fourth of the time allowed for the work. The work programme shall be submitted in the form of CPM Network chart and or in Bar Chart each in triplicate.

## **25. SETTING OUT OF WORK**

- 25.1. The contractor shall be responsible for the true and perfect setting out of the works and for the correctness of the position, levels, dimensions, and alignment of all parts of the work. If at any time during the progress of the work any error shall appear or arise on the position, levels, dimensions, or alignment of any parts of the works the contractor on being directed to do so by the Engineer-in-Charge shall at their own expenses rectify such error to the satisfaction of the Engineer-in-Charge.
- 25.2. Any setting out that may be done or checked by the Engineer-in-Charge or his representative or any line or level that may have been given or checked by either of them shall not in any way relieve the contractor of his responsibility for the correctness thereof.
- 25.3. Before starting the work, the Contractor must at his own cost and expense, erect temporary pillars as may be required in suitable places as directed by the Engineer-in-Charge. These pillars, from which the layout of all-important levels and alignment will be fixed, must be at such locations and of such a nature as not to be disturbed in the process of construction. The Contractor shall provide all instruments, appliances and labour required for setting out of the works and for the use and attendance upon the Engineer – in – Charge and / or his authorised representative whenever required for any purpose in connection with the works.

## **26. WORKING DRAWINGS**

- 26.1. It is to be clearly understood that drawings forming a part of the tender documents are only for the purpose of indicating the type and nature of work involved. These are subject to be subsequently modified and/or supplemented by other drawings as required during actual execution of the work.
- 26.2. All works shall be carried out in conforming to drawings approved by KMDA. In token of such approval the drawings shall bear the signature of the Engineer-in-Charge before the same are issued for execution of the work in accordance there with. Such approval on drawings may be furnished on piecemeal as and when required during the progress of the work. The Contractor shall keep in touch with the Engineer-in-Charge about the drawings that may be under checking or in the process of approval and keep him informed well in advance of the particular drawing and drawings he would next require for the smooth progress of work.

## **27. WORKMANSHIP AND TESTING**

- 27.1. All materials and workmanship shall be of the respective kinds described in the contract and shall be subject from time to time to such tests as the Engineer-in-Charge may direct at the place of manufacture of fabrication or on the site or at any such place. The Contractor shall provide assistance, instruments, machines, labour and materials as the Engineer-in-Charge may require for examining, measuring and for testing the works and the quality, weight or quantity of the materials used and shall supply samples for testing as may be selected and required by the Engineer-in-Charge. Necessary charges shall be borne by the Agency.
- 27.2. The Contractor shall keep in mind that officials of quality control unit of KMDA may be deputed at the site of works for testing of materials and workmanship. The Contractor shall extend necessary help in performing such tests at their own cost.
- 27.3. The Contractor shall also keep in mind that KMDA may provide 3<sup>rd</sup> party agency viz. Jadavpur University, Indian Institute of Engineering, Science and Technology, Shibpur, Indian Institute of Technology,

Kharagpur etc. at the site of works for testing of materials and workmanship in addition to KMDA Quality Control unit. If any discrepancies arise regarding results between KMDA Quality Control and 3<sup>rd</sup> party quality, the decision of Tender Accepting Authority will be final. Necessary charges shall be borne by the Agency.

## **28. CO-OPERATION AND CO-ORDINATION WITH OTHER CONTRACTORS**

During the pendency of this contract KMDA shall have the liberty to engage a number of contractors for ancillary works (not provided in this contract) on completion of any part of the job and the contractor shall extend co-operation to other contractors.

## **29. COMPLETION DRAWINGS**

Immediately on completion of the work, the Contractor shall submit completion drawings, made in autoCAD software, 6 (six) hardcopies (preferably in A1 sheet), including the original softcopies (autoCAD and pdf formatted) of the same, each for all the works executed by him under the contract, for approval of the Engineer-in-Charge and concerned Local Body. It will be Contractor's responsibility to work at site, taking confidence to both the EIC and Local Authority. Final Payment will be made only after signing of Completion Drawings by both the EIC and Local Authority. The Contractor's rate shall be inclusive of such costs.

## **30. TOOLS AND PLANTS**

The Contractor shall install tools and plants including HOT MIX PLANT at the land to be arranged by him at his own cost and he/they shall have to provide necessary approach road to the plant site from the site of work at his own cost.

Mobilization and installation of TOOLS and PLANT shall have to be completed by the Contractor at his own cost within 30 (Thirty) days from the date of receipt of the letter of acceptance of his Tender or the provisional work order, whichever is later, failing which the contract will be liable to termination with forfeiture of the amount of initial security as per detailed N.I.T. that may be lying with KMDA at that time without any reference to the contractor.

## **31. GUARANTEE AND MAINTENANCE**

The Contractor shall stand guarantee for the works done by him for a period of 36 (thirty-six) months from the date of completion of work. Any defects and short comings due to defective construction shall have to be made good by the Contractor at his own cost and expense inclusive of all cost of materials and labours. The Contractor shall have to make good the damages due to natural wear and tear at his own cost and expense inclusive of all cost of materials and labours. The Contractor shall have to maintain the assets for the entire guarantee period. The rate to be quoted by the Contractor shall be inclusive of all such costs.

## **32. REGISTRATION OF ESTABLISHMENT AND COLLECTION OF CESS**

As per Building and other construction workers (RECS) Act 1996 and Building and other construction workers Welfare Cess Act 1996 and rules framed there under, the contractor employing more than ten construction workers should obtain registration from the registering officer (Assistant Labour Commissioner at regional labour offices) and an amount @ 1% as Cess shall be deducted from the progressive bill for the work executed as per G. O. No. 853 – F dated 01. 02. 2006 issued by Finance department, Govt. of W. B., Finance Dept. Memo No. 6895 – F dated 11. 09. 2006 and Memo No. 100 (7A)/LC dated 30. 08. 2006 from the Labour Commissioner, W. B.

## **33. EARNEST MONEY**

Earnest money deposit of amount written in invitation for tender shall be deposited online either by Net Banking (through any Nationalised Bank/Scheduled Bank) or through RTGS/NEFT as per requirement of the

system: <https://wbtenders.gov.in>. The Earnest money deposit shall be valid for a period of not less than one hundred twenty (120) days from the date of tender submission. Tenders not accompanied by an Earnest money deposit shall be out rightly rejected as non-responsive without showing any reason whatsoever. Earnest money of unsuccessful tenderers will be refunded automatically, without any interest thereon within 90 days after award of the contract to the successful tenderer. The successful tenderer shall have to submit an additional amount against Earnest Money @ 2% of the estimated value, as mentioned in the e-NIT, in the form of Demand Draft drawn in favour of “KMDA” of a nationalised/scheduled Indian Bank, payable at Kolkata.

The Earnest money will be forfeited:

- If the tenderer withdraws his tender during the period of tender validity.
- If the tenderer does not accept the correction of his tender price pursuant to provision of contract.
- If successful tenderer fails within the specified time limit to execute the Formal Agreement with the Employer or to furnish the required performance security.

### 33.1. **DEPOSITION OF ADDITIONAL EARNEST MONEY FOR SUCCESSFUL TENDERER**

The successful tenderer shall have to deposit 2% of the contract amount less the initial earnest money in the form of Demand Draft in favour of KMDA during execution of formal agreement with KMDA as initial security Deposit (if any).

### 34. **SECURITY DEPOSIT:**

The amount of Security Deposit shall be 10% of the contract value. The amount already deposited as Earnest Money Deposit (EMD) will be converted as initial security deposit. The successful bidder has to submit the balance amount of 2% of the contract price, i.e., the tendered amount, if submitted EMD is less than 2% of the contract value, before execution of formal agreement. Balance security of 8% of the amount of each running account bill, will be recovered from each and subsequent bill till the balance of the amount of security deposit is realised.

### 35. **Additional Performance Security**

As per Order no. 4608-F(Y) dated 18.07.2018, an Additional Performance Security shall have to be submitted by the successful bidder, when the Bid rate is 80% or less of the estimated amount put to tender and no increase in scope of work of project during execution phase.

To ensure the quality and proper execution of the work, in public interest, the Additional Performance Security @ 10% of the tendered amount shall have to be submitted by the successful bidder, if the accepted bid value is 80% or less of the estimated amount put to tender.

The Additional Performance Security shall have to be submitted in form of Bank Guarantee from a Scheduled Bank, valid up to the date of completion of the contract (including Security/Defect Liability Period), before issuance of Work Order.

If the bidder fails to submit the Additional Performance Security within 7 (seven) working days from the date of issue of Letter of Acceptance/Letter of Intent or the time period as mentioned by the tender inviting authority, his Earnest Money will be forfeited and other necessary action as per NIT/RfP, like blacklisting of the contractor, may be taken. The Bank Guarantee shall have to be valid up to end of the contract period (including Security Period/Defect Liability Period) and shall have to be renewed accordingly, if required.

The Bank Guarantee shall be returned immediately on successful completion of the contract, i.e., on completion of Security Period/Defect Liability Period only. If the bidder fails to complete the work successfully, the Additional Performance Security along with Security Deposit lying with KMDA, shall be forfeited at any time during the pendency of contract period as per relevant Clauses of the Contract, after serving proper notice to the contractor. Necessary provisions regarding deductions of Security Deposit from the progressive bill of the

Contractor as per relevant clauses of the contract shall in no way affected/alterd by provision of this Additional Performance Security.

*While issuing Bank Guarantee (BG) in favour of Kolkata Metropolitan Development Authority (KMDA), the issuing applicant must mention receiver's details as ICICI Bank, IFSC: ICIC0006950, Branch- Salt Lake, Sector- I, in the BG text at which SFMS IFIN 760 message to be sent by the issuing bank to establish the authenticity of the given BG.*

**36. DEFECT LIABILITY PERIOD (DLP)**

**37. RELEASE OF SECURITY DEPOSIT**

**38.** There shall be no addition/deduction of any contract price on account of rise /fall in the cost of labour and/or materials or any other items which may affect the cost of the execution of works. Only the effect due to change of tax structure by legislation will be applicable.

**39. INCOME TAX**

Income tax will be deducted from the contractor's bills at the rate in accordance with the orders/circulars of the Government of India, that will be in force during the contractual period. The tenderer shall declare his permanent income tax account number (PAN) issued by the income tax authority in the tender.

**40. SALES TAX/GOODS & SERVICES TAX (GST)**

Sales tax/GST will be deducted from the contractor's bills at the rate in accordance with the orders/circulars of the Government of West Bengal in force during the contractual period. The tenderer shall declare his Goods and Services Tax Registration Number in the tender.

**41. NECESSARY INFORMATIONS REGARDING TENDER**

- 41.1. No claim will be entertained due to delay in making payment of any bill related to work.
- 41.2. No extra claim will be entertained for any change in design and drawing that in the opinion of the Superintending Engineer may be necessary for the work.
- 41.3. No departmental materials will be supplied to the agency. Consumption of such materials will be calculated from measurements entered in measurement book of the department and will be checked with the procurement challan.
- 41.4. Terms of payment: interim payments against individual items of price schedule on percentage pro-rata basis depending on the progress of the concerned items of the work accepted by the EIC. In case of any disagreement between the E.I.C & Contractor, the decision of the Superintending Engineer will be final and binding upon both the parties.
- 41.5. The rates against different items should be reasonable and commensurate with one another. Any rate which in the opinion of the authority accepting tenders, is absurdly high or absurdly low in comparison to the quoted rates of other items may lead to rejection of the tender.
- 41.6. All the specifications stated in the tender documents shall form overall scope of the work. In case of any dispute regarding the works, the decision of the Superintending Engineer (Civil), Plng. Circle, W&S Sector will be final & binding upon the Contractor.

- 41.7. If required, designs and drawings submitted by the agency shall have to be checked and verified by any recognized University/Institute i.e., Jadavpur University, Indian Institute of Engineering, Science and Technology, Shibpur or Indian Institute of Technology, Kharagpur etc., and the cost of which shall be borne by the contractor.
- 41.8. All necessary tests as suggested by the E.I.C. relating to the works shall be conducted by the contractor at their own cost.
- 41.9. Any left-out components stated in the specification of the pay items of the tender documents shall have to be done by the tenderer without having any extra claim.
- 41.10. Rate shall be quoted in the respective items as specified in the price schedule of the tender document only not in tender form no. 1.
- 41.11. The agency may Visit the working site before quoting their rates.
- 41.12. All the Civil drawings submitted by the agency shall have to be approved by the Superintending Engineer (Civil), Png. Circle, W&S Sector, KMDA.
- 41.13. No extra Claim shall be entertained by the department for executing shoring/shit pilling/dewatering that shall be necessary as per site condition.

#### **42. ACCEPTANCE OF TENDER**

The acceptance of tender will rest with the concerned Superintending Engineer (Civil), Png. Circle, W&S Sector, KMDA who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all the tenders received without assigning any reason thereof.

#### **43. WITHDRAWAL OF TENDER**

A tender once submitted shall not be withdrawn within a period of 120 (One Hundred Twenty) days from the last date of receipt of tenders. If a tenderer withdraws his tender within this period without giving any satisfactory explanation for such withdrawal, he shall be disqualified from submitting any tender for works under Png. Circle, W&S Sector, KMDA, for a minimum period of 1 (one) year.

#### **44. COPIES OF AGREEMENT**

The contractor shall within 7 working days from the date of receipt of the letter of acceptance of his tender submit 5 (Five) additional copies of the full set of the contract documents.

- 44.1. The documents required for the additional copies of the contract will have to be purchased by the contractor from the office of the concerned Executive Engineer, W&S Sector, KMDA. All the copies must be duly completed as per the original and signed on every page by the Contractor before submission of the same to the concerned Executive Engineer, WS Sector, KMDA within the specified date and time. Drawings and other documents attached to the tender shall also be attached to all the copies of the agreement.

#### **45. LEVELS ETC.**

The contractor must erect temporary pillars at his own cost, as many as required, in suitable places as directed by the Engineer-in-Charge, before starting the work, from which the contractor shall layout all important levels and alignment jointly with the Departmental Engineers. All instruments, threads, pegs, nails, flags etc. required for setting out the alignment and levels etc. shall also be supplied by the contractor at his own cost.

The contractor will be responsible for accurate setting out and constructing the whole of the work in accordance with the Bench Mark, centre line etc. as directed by the Engineer-in-Charge and the contractor must supply for

their own and for the Departmental Engineer's use all the instruments, leveling staff, tapes etc. and other things that may be required for this purpose. The sight Rails shall be fixed at suitable intervals which should not be more than 30.0 M. apart.

46. The bidder may be debarred/suspended/restrained from participating any tender of Kolkata Metropolitan Development Authority (KMDA) at any stage on the following grounds:

**A. GROUNDS FOR SUSPENSION/DEBARMENT/RESTRICTION**

- i) Submission of eligibility requirements containing false information or falsified documents.
- ii) Submission of Bids that contain false information or falsified documents, or the concealment of such information in the Bids in order to influence the outcome of eligibility screening or any other stage of the bidding process.
- iii) Unauthorized use of one's name/digital signature certificate for purpose of bidding process.
- iv) Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his favour.
- v) Refusal or failure to post a self-declaration to the effect of any previous debarment/suspension/restriction imposed by any authority of State/Central Government, State/Central Government Undertaking/Statutory Bodies constituted under the statute of the Central/State Government.
- vi) All other acts that tend to defeat the purpose of the competitive bidding such as lodging false complain about any bidder, lodging false complain about any officer duly authorized by the department, restraining any interested bidder to participate in the bidding process, etc.
- vii) Assignment and subcontracting of the contract or any part thereof without prior written approval of the procuring entity.
- viii) Whenever adverse reports related to adverse performance, misbehavior, direct or indirect involvement in threatening, making false complaints etc. damaging the reputation of the department or any other type complaint considered fit by the competent authority of the department, are received from more than one officer or at more than one occasion from individual officer.
- ix) Refusal or failure to post the required performance security/earnest money within the prescribed time without justifiable cause.
- x) Failure in deployment of technical personnel, engineers and / or work supervisor having requisite license/supervisor certificate of competency as specified in the Contract.
- xi) Refusal to accept an award after issuance of "letter of acceptance" or enter into contract with the authority without justifiable cause.
- xii) Failure of the contractor, due solely to his fault or negligence, to mobilize and start work or performance within the specified period as mentioned in the "Letter of Acceptance", "Letter of Acceptance cum Work Order", "Work Order", "Notice to Proceed", "Award of Contract", etc.
- xiii) Failure by the contractor to comply with its contractual obligations fully and faithfully without valid cause or failure by the contractor to comply with any written lawful instruction of the procuring entity or its representative pursuant to the implementation of the contract.
- xiv) For the procurement of consultancy service/ contracts, poor performance by the consultant of his services arising from his fault or negligence. Any of the following acts by the consultant shall be construed as poor performance.
  - a) Non deployment of competent technical personnel, competent engineers and / or work supervisors;

- b) Non deployment of committed equipment, facilities, support staff and manpower; and
  - c) Defective design resulting in substantial corrective works in design and/or construction;
  - d) Failure to deliver critical outputs due to consultant's fault or negligence; and
  - e) Specifying materials which are inappropriate and substandard or way above acceptable standards leading to high procurement cost.
  - f) Allowing defective workmanship or works by the contractor being supervised by the consultant.
- xv) For the procurement of goods, unsatisfactory progress in the delivery of the goods by the manufacturer, supplier or distributor arising from his fault or negligence and/or unsatisfactory or inferior quality of goods, vis a vis as laid down in the contract.
  - xvi) Willful or deliberate abandonment or non-performance of the project or contract by the contractor resulting to substantial breach thereof without lawful and/or just cause.

## **B. CATEGORY OF OFFENSE**

- i) First degree of offense: - Sl. No. 20.A. (i) to 20.A (xvi) to be considered as first degree of offense.
- ii) Second degree of offence: - Any one of the offences as mentioned under 20.B (i) above, committed by a particular bidder/contractor/supplier by more than one occasions, be considered as second degree of offense.

In addition to the penalty of suspension/debarment/restriction, the bid security/earnest money posted by the concerned bidder or prospective bidder shall also be forfeited.

(The same must be invariably part of the process of evaluation of bids.)

## **C. PENALTY FOR OFFENSE**

- i) **For committing 1<sup>st</sup> Degree of offense: -**  
Disqualifying a bidder from participating in any tender process under Kolkata Metropolitan Development Authority up to 2(two) years.
- ii) **For committing 2<sup>nd</sup> Degree of offense: -**  
Disqualifying a bidder from participating in any tender process under Kolkata Metropolitan Development Authority for a period of 3(three) years.

- List of technically qualified bidders will be published in the web portal only. Financial Bid will be opened within a short period after such publication. Therefore, bidders are requested to view the tender status on a regular basis. In case if there be any objection regarding pre-qualification/list of technically qualified bidders, that objection should be lodged to the Chairman, Tender/Bid Evaluation Committee within 24 hours from the date and time of publication of the list of qualified agencies and beyond that time schedule no objection will be entertained by the Tender/Bid Evaluation Committee.
- Before issuance of the Letter of Intent (LOI), the tender inviting authority may verify the credential and other documents of the lowest tenderer if found necessary. After verification, if it is found that such documents submitted by the lowest tenderer is either manufactured or false, in that case, LOI will not be issued in favour of the tenderer under any circumstances.

For detailed information please visit the Government website: <https://wbtenders.gov.in>.

**Superintending Engineer (Civil)**  
Planning Circle  
W&S Sector  
**Kolkata Metropolitan Development Authority**



Price Rs. 10/- (Rupees Ten only)

Tender No. _____	Date _____
Issued to _____	
_____	
Date of Opening _____	Hours _____

**KOLKATA METROPOLITAN DEVELOPMENT AUTHORITY**

**TENDER FORM - I**

Item Rate Tender & Contract for Works

**BIDDERS ARE REQUESTED NOT TO QUOTE ANY RATE HERE.**

In case of quoting any rate anywhere in this **Tender Form No.- I**, during submission of bid online, the tender will liable to be summarily rejected.

# KOLKATA METROPOLITAN DEVELOPMENT AUTHORITY

No. \_\_\_\_\_ of \_\_\_\_\_

## ITEM RATE TENDER AND CONTRACT FOR WORKS

### GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

1. All works proposed for execution by contract will be notified in a form of invitation to tender posted in the public places and signed by the Officer-in-charge.

This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out of the work, also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tendered and percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the work, signed for the purpose of identification by the Officer-in-charge shall also be opened for inspection by the contractor at the office of the Officer-in-charge during office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof or, in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of-attorney authorising him to do so. Such power-of-attorney must be produced with tender, and say in the case of a firm carried on by one member of joint family, it must disclose that the firm is duly registered under the Indian Partnership Act.

3. Receipts for payments made on account of a work, when executed by a firm must also be signed by the several partners except where the contractors are described in their tenders as a firm, in which case the receipts must be signed in the name of the firm by one of the partners or by some other person having authority to give effectual receipts for firm.

4. Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenders which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit a tender for each. Tenders shall have the name and numbers of the work to which they refer written outside the envelope.

5. The Officer-in-charge, or his duly authorised assistant will open tenders in the presence of any intending contractors who may be present at the time and will enter the amount of the several tenders in a Comparative Statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money forwarded therewith shall thereupon be given to the contractor, who shall thereupon for the purpose of identification sign copies of the specification and other documents mentioned in Rule - 1. In the event of tender being rejected, the earnest money forwarded with such unaccepted tender shall be refunded within 10 days from the date on which the tender is decided; provided the contractor(s) present himself/themselves before the Officer-in-charge to take the refund.

6. The accepting authority reserves the right to reject any or all the tender without assigning any reasons and he will not bound to accept either the lowest tender, or any of the tender.

7. The receipt of any accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the officer and the contractor shall be responsible for seeing that he procures a receipt signed by the Officer-in-charge, or duly authorised Cashier.

8. The memorandum or work tendered for, and the schedule of materials to be supplied by the KMDA and their issue rates, shall be filled in and completed in the office of the Officer-in-charge before the tender form issued. If a form is issued to an intending contractor without having been so filled in and completed, he shall request the office to have this done before he completes and delivers this tender.

(2)

**TENDER FOR WORKS**

I/We hereby tender for the execution for the KMDA of the work specified in the under written memorandum within the time specified in such memorandum at the rates specified therein, and accordance in all respects with the specifications, designs, drawings, and instructions in writing referred to in Rule -1 hereof and in clause II of the annexed conditions and with such materials are provided for by and in all other respects in accordance with such conditions as far as applicable.

**MEMORANDUM**

(a) General description

(a) If several sub work are included they should be detailed in a separate list

- (b) Estimated Amount ... Rs.
- (c) Earnest Money deposited in details ... Rs.
- (d) \* Security Deposit (including earnest money) ... Rs.
- (e) Percentage, if any, to be deducted from bills ... %  
( ... Percent)
- (f) Time allowed for the work from date of written order to commence ... days / months

Item No.	Item of work	Unit	Per	Rate tendered	
				In figures	In words

Note : To be continued on additional sheets, if necessary

(3)

Should this tender be accepted I / We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract annexed hereto so far as applicable, or in default thereof to forfeit and pay to the KMDA or his successors in office the sums of money mentioned in the said conditions.

The sum of Rs.....\* is herewith forwarded as earnest money the full value of which is to be absolutely forfeited to the KMDA or its successors in office, without prejudice to any other rights or remedies of the said KMDA or its successors in office, should I / We fail to commence the work specified in the above memorandum otherwise the said sum of Rs.....shall be detained by KMDA on account of the security deposit specified in Clause No. 1 of the said conditions of the contract.

\* Give particulars and numbers

Dated, the \_\_\_\_\_ day of 200 \_\_\_\_\_ †

Witness ±

Address

Occupation

The above tender is hereby accepted by me on behalf of the KMDA  
Dated, the \_\_\_\_\_ day of 200 \_\_\_\_\_ \$

† Signature of contractor before submission of tender

± Signature of Witness to Contractor's signature

\$ Signature of the officer by whom accepted

### CONDITIONS OF CONTRACT

Clause 1 - The person/persons, whose tenders may be accepted (hereafter called the contractors) shall permit the KMDA at the time of making any payment to him for work done under the contract to deduct such sum as along with the sum..... already deposited as earnest money will amount to 10% of the Tendered amount.

Security deposit

Such deductions to be held by KMDA by way of security deposit provided always that the KMDA for this purpose shall be entitled to recover 8 % of the amount of each running bill till the balance of the amount of security deposit is realised. All compensation or other sums of money payable by the contractor under terms of this contract may be deducted from or paid by the sale of a sufficient part of his security deposit, or from the interest arising there from or from any sums which may be due to or may become due to the contractor by KMDA on any account whatsoever and in the event of his/their security deposit being reduced by reason of any such deductions or sale as foresaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the Sate Bank of India or by Scheduled/Nationalized Banks of Government securities (if deposited for more than 12 months) endorsed in favour of the KMDA any sum or sums which may have been deducted from, or raised by sale of his/their security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the earnest money, if deposited in cash at the time of tenders, will be treated as part of the security deposit.

Clause 2 - The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period for contract be proceeded with all due diligence (time being deemed to be the essence of the contract, on the part of the contractor) and the contractor shall pay as compensation all amount equal to one per cent, or such smaller amount as the Superintending Engineer/Chief Engineer (whose decision in writing shall be final) may decide on the amount of the tender, amount of the whole work as shown in the tender, for everyday that the work remains uncommenced or unfinished after the proper dates. The contractor shall commence execution of such part of the work as may be notified to him within.....days from the date of order for commencement of work and deligently continue such work and further to ensure good progress during the execution of the work and he shall be bound in all cases in which the time allowed for any work exceeds one month, complete one-fourth of the whole of the work, before one-fourth of the whole time allowed under the contract has elapsed, one-half of the work, before one-half of such time has elapsed, and three-fourth of the work before three-fourth of such time has elapsed.

Compensation for delay

(4)

In the event of the contractor failing to comply with any of the conditions herein he shall be liable to pay as compensation an amount equal to one per cent or such smaller amount as the Superintending Engineer/Chief Engineer (whose decision in writing shall be final) may decide on the said tender amount of the whole work for every day that the due quantity of work remains incomplete PROVIDED ALWAYS that the entire amount of compensation to be paid under provisions of this clause shall not exceed ten per cent of the tendered amount of work as shown in the tender.

Action when  
whole of security  
deposit is  
forfeited

*Clause 3* - In any case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by instalment) the Executive Engineer, on behalf of the KMDA shall have power to adopt any of the following course as he may deem best suited to interest of KMDA.

- a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Executive Engineer shall be conclusive evidence) and in which case the security deposit of the contractor shall stand forfeited, and be absolutely at the disposal of KMDA.
- b) To employ labour paid by KMDA and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and the price of the materials (for the amount of which cost and price a certificate of the Executive Engineer shall be final and conclusive against the contractor) and crediting him with the value of the work done in all respects in the same manner and the same rates as if it had been carried out by the contractor under the terms of this contract; the certificate of the Executive Engineer as to the work done shall be final and conclusive against the contractor.
- c) To measure up the work of the contractor, and to take such part thereof as shall be unexecuted out of his hands and to give it to another contractor to complete, in which case any expense which may be incurred in excess of the sum which have been paid to the original contractor, if the whole work had been executed by him of the amount of which excess the certificate in writing of the Executive Engineer shall be final and conclusive, shall be borne and paid by the original contractor and may be deducted from any money due to him KMDA under the contract or otherwise, or from his security deposits or the proceeds of sale thereof, of a sufficient part thereof.

In the event of any of the above course being adopted by the Executive Engineers the contractor shall have no claim to compensation for any loss sustained by him reason of his having purchased, or procured any materials, or entered into any engagement or made any advances on account of or with a view to executing of the work or the performance of the contract. (And in case the contract shall be rescinded under the provision aforesaid) the contractor shall not be entitled to cover or be paid any sum for any work thereof actually performed under this contract, unless and until the Executive Engineer will have certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

Contractor  
remains liable to  
pay compensation  
if action not taken  
under Clause-3

*Clause 4* - In any case in which any of the powers conferred upon the Executive Engineer by Clause 3 hereof, shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such power shall notwithstanding be exercisable in the event of any future case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation

(5)

amounting to the whole of his security deposit, and the liability of the contractor for past and future compensation shall remain unaffected in the event of the Executive Engineer putting in force either of the powers (a) or (b) vested in him under the preceding clause, he may, if so desire, take possession of all or any tools, plants, materials and stores, in or upon the works, or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates or in case of these not being applicable a current market rates to be certified by the Executive Engineer whose certificate thereof shall be final, otherwise the Executive Engineer may by notice in writing to the contractor or his clerk of the works, foreman or other authorized agent required him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with any such requisition the Executive Engineer may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor at his risk in all respects and the certificate of the Executive Engineer as to the expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

Power to take possession of, or require removal of or sell contractors plant

*Clause 5* - If the contractor desires an extension of the time for completion of the works on the grounds of his having been unavoidable hindered in its execution, the contractor shall give an immediate report of such hindrance to the Executive Engineer in writing and if he desires an extension of time for completion of the work on the ground thereof, he shall apply in writing to the Executive Engineer within 7 days of the date of cessation of such hindrance on account of which he desires such extension as aforesaid and the Executive Engineer shall (if in his opinion which shall be final reasonable grounds be shown thereof) recommend such extension of time, as may, in the opinion, be necessary or proper to the final authority i.e.C.E.O./KMDA through S.E./C.E. as the case may

Extension time

*Clause 6* - On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereunder called the Engineer-in-charge) of such completion, nor shall the work be considered to be completed until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials and rubbish and cleaned of the dirt from all wood-work, door, windows, walls, floors, or other parts of any building, in, upon or about which the work is to be executed, or of which he may had have possession for the purpose of the execution thereof not until the work shall have been measured by the Engineer-in-charge whose measurement shall be binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and cleaning of dirt on or before the date fixed for the completion of the work, the Engineer-in-charge may at the expense of the contractor remove such scaffolding, surplus material and rubbish, and dispose off the same as he thinks fit and clean of such dirt as aforesaid and the contractor shall forthwith pay the amount of all expenses so incurred and shall have not claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

Final Certificate

*Clause 7* - No payment shall be made for work estimated to cost less than Rupees one thousand, till after the whole of the works have been completed and a certificate of completion given. But in the case of works estimated to cost more than Rupees one thousand, the contractor shall on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part thereof, then approved and passed by the Engineer-in-charge whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payment by way of advance against the final payment only and not as payment for work actually done and completed, and shall not preclude the requiring of bad, unsound, and imperfect or unskilful work to be removed and taken away and reconstructed, or re-erected, or be considered as an admission of the due performance of the contract, or any part thereof in any respect of the accruing of any claim nor shall it conclude, determine, or affect in any way the powers of the Engineer-in-charge under these conditions or any of them as the final settlement and adjustment of accounts or otherwise or in any other way very effect of the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work, otherwise the Engineer-in-charge's Certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

Payment on intermediate certificate to be regarded as advance

Bills to be submitted monthly

*Clause 8* - A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all work executed in the previous month and the Engineer-in-charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified and claim, as far admissible, adjusted if possible, before expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may depute, a subordinate to measure up the said work in the presence of the contractor, counter signature to the measurement list will be sufficient warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respect.

Bills to be on printed forms

*Clause 9* - The contractor shall submit all bills on the printed forms to be had on application at the office of the Engineer-in-charge, and the charges in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender at the rates here-in-after provided for such work.

Payment on contractor's bill to Bank

*Clause 9A* - (1) Payment due to the contractor may, if so desired by him be made to his Bank instead or direct to him, provided that the contractor furnishes to the Engineer-in-charge ;

- (1) an authorisation in the form of a legally valid document irrevocable power or attorney conferring authority or the Bank to receive payment ; and
- (ii) his own acceptance of the correctness of the account made out as being due to him by KMDA or his signature on the bill or other claim preferred against Government before settlement by the Engineer-in-charge of the account or claim by payment to the Bank.

While the receipt given by such Bank shall constitute a full and sufficient discharge for the payment, the contractor should, wherever possible, present his bills duly received and discharged through Bankers.

(2) In the case of bills which the contractor present for payment direct and which are not endorsed in favour of the Bank, while efforts will be made to secure payment to the financing Bank, payments made to the contractor should be accepted as full acquittance so far as KMDA is concerned. As part of the arrangement the financing Bank should give KMDA a letter to this effect.

*Note 1* — The procedure will not effect the usual rights of KMDA to deduct from contractor's bill (whether endorsed in favour of a Bank or not) any sum due to KMDA in account of penalties, overpayment etc. on this or any other contract with the KMDA.

*Note 2* — Nothing herein contained shall operate to create in favour of the Bank any rights or equities vis-a-vis the Chairman, KMDA.

Stores supplied by KMDA

*Clause 10* - If the specification or estimate of the work provides for the use of any special description of materials to be supplied to the Engineer-in-charge's store, or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such materials and stores and the prices to be charged therefor as hereinafter mentioned being so far as practicable for the convenience of the contractor, but not so as in any way to control the meaning or effect of this contract specified in the schedule or memorandum hereto annexed). The contractor shall be supplied with such materials and stores as required from time to time used by him for the purposes of the contract only, and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule memorandum may be set off or deducted from any sum then due or thereafter to become due to the contractor under the contract or otherwise, or against or from the security deposit, or the proceeds of sale thereof if the same is held in KMDA securities, the same or sufficient portion thereof being in this case sold for the purpose. All materials supplied to the contractor shall remain the absolute property of KMDA and shall not on any account be removed from the site of the work, and shall at all times be open to inspection by the Engineer-in-charge. Any such material unused and in perfectly good condition at the time of completion or determination of the contract shall be returned to the Engineer-in-charge's store, if by a notice in writing under his hand; he shall so require. But the contractor shall not be entitled to return any such materials unless with such consent, and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid being unused by him, for any wastage in or damage to any such materials.

*Clause 11* - The contractor shall execute the whole and every part of work in the most substantial and workmanlike manner and both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also confirm exactly, fully faithfully to designs, drawings and instructions, in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access as such office, or in the site of the work for the purpose of inspection during office hours, and the contractor shall if he so require, be entitled at his own expense to make or cause to be made copies of the specification, and of all such designs, drawings, and instructions as aforesaid.

Works to be executed in accordance with specifications, drawing, orders etc.

*Clause 12* - The Engineer-in-charge shall have power to make any alteration in, omissions from, additions to or substitutions for the original specifications, drawings, designs and instructions, that may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out the work in accordance with any instruction which may be given to him in writing signed by the Engineer-in-charge, and such alterations, omissions, additions or substitutions shall not invalidate the contract, and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work, shall be carried out by the contractor on the same conditions in all respect on which he agreed to do the main work on the same basis of rates as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work and the certificate of the Engineer-in-charge shall be conclusive as to such proportion. If the altered, additional or substituted work includes any class of work, for which no rate is specified in this contract, that class of work shall be carried out at the rates entered in the schedule of rates of the Presidency Circle. P. W. D./P.W.D. (Roads), Govt. of West Bengal the contract specified in the documents minus/plus the percentage which the total tendered amount bears to the estimated cost of the entire work put to tender and if the altered, additional or substituted work is not entered in the said schedule of rates, then the contractor shall within seven days of the date of his receipt of the order to carry out the work inform the Engineer-in-charge of the rate which is his intention to charge for such class of work. If the Engineer-in-charge does not agree to this rate he shall, by notice in writings, be at liberty to cancel his order to carry out such class or work and arrange to carry it out in such manner as he may consider advisable providing always that if the contractor shall commence work or incur any expenditure in regard thereto before the rate shall have been determined as lastly hereinbefore mentioned then and in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate as shall be fixed by the Engineer-in-charge. In the event of the dispute, the decision of the Superintending Engineer/Chief Engineer shall be final.

Alteration in specification and designs

Do not invalidate contractor

Extension of time in consequence of alteration

Rates for works not in estimated schedule

*Clause 13* - If at any time after the commencement of the work the KMDA shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out, the Engineer-in-charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation, whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out, neither he has any claim for compensation by reason of any alteration having been made in the original specification, drawings, designs, and instructions which shall involve any curtailment of the work as originally contemplated.

No compensation for alteration in or restriction of work to be carried out

*Clause 14* - If it shall appear to the Engineer-in-charge or his Subordinate-in charge of the work that any work has been executed with unsound, imperfect or unskillful, workmanship or with materials of any inferior description, to that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for or otherwise not in accordance with the contract the contractor shall on demand in writing from the Engineer-in-charge specifying the work materials or articles complained of notwithstanding that the same construct the work so specified in whole or in part, as the case may require, or as the case may or article at his own proper charge and cost and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in his demand aforesaid then the contractor shall be liable to pay compensation at the rate of one per cent of the amount of the estimate for everyday not exceeding 10 days which his failure to do so shall continue and in the case of any such failure the Engineer-in-charge may rectify or remove, and re-execute the work or remove and replace with others the materials or articles complained of, as the case may be at the risk and expense in all respect of the contractor.

Action and compensation payable in case of bad work

Work to be open to inspection

*Clause 15* - All works under or in course of extension or executed in pursuance of the Contract shall at all times be open to the inspection and supervision of the Engineer-in-charge and his subordinates and the contractor shall at all times during the usual working hours and at all other times at which reasonable notice of the mention of Engineer-in-charge and his subordinates to visit the work shall have been given to the contract, either himself be present to receive order and instructions or have a responsible agent duly accredited in writing present for that purpose. Orders given to the agent shall be considered to have the same force as if they had been given to the contractor himself.

Contractor or responsible agent to be present

*Clause 16* - The Contractor shall give not less than five days notice in writing to the Engineer-in-charge or his subordinate-in-charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured, and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not covered up or placed beyond the reach of measurement without such notice having been given or consent obtained the same shall be uncovered at the contractor's expense, or in default thereof no payment of allowance shall be made for such work or the materials with which the same was executed.

Notice to be given before work is cover up

Contractor liable for damage done and for imperfections for three months after certificate

*Clause 17* - If the contractor or his workmen or servants shall break, deface, injure or destroy any part of a building, in which they may be working or any building, road, road kerbs, enclosure, water pipes, cables, drains, electric or telephone post or wires, trees, grass or grassland or cultivated ground contiguous to the premises on which the work or any part of it is being executed or if any damage shall happen to the work, while in progress from any cause whatsoever or any imperfections become apparant in it within three months (six months in the case of a road work) after a certificate final or otherwise of its completion shall have been given by the Engineer-in-charge as aforesaid, the contractor shall made the same good at his other workmen and deduct the expense (of which the certificate of the Engineer-in-charge) shall or from his security deposit, or the proceeds of the sale or of thereof a sufficient portion thereof.

The Security deposit of the contractor made in the manner provided in clauses thereof shall be refundable on the expiry of 3 months (6 months in the case of a road work) after the issue of the certificates final or otherwise of the completion of the work, subject to the condition that no such refund of security deposit shall be allowed till the final bill has been prepared and passed. Provided, however, that in the case of a road work if in the opinion of the Engineer-in-charge, half of the security deposit is sufficient to meet all the liabilities of the contractor under this contract, half of the security deposit may be refunded after 3 months of the issue of the said certificate of completion. Provided further that in the case of any work (whether road, building, bridge, electrical, sanitary and plumbing etc.) where is the Engineer-in-charge is satisfied that the contractor after completion of the major portion of the contract is unable to execute remaining part of the work for reason beyond his control, the Engineer-in-charge in his discretion may make a proportionate refund of the security deposit to the contractor.

The contractor shall responsible for the rectifying defects in asphaltic work noticed within year from the date of the completion of the work and the portion of the security deposit relating to asphaltic work shall be refunded after the expiry of this period.

Contractor to supply plant, ladders scaffolding etc.

*Clause 18* - The contractor shall supply at his own cost, material (except such special materials, if any, as may in accordance with the contract be supplied from, the Engineer-in-charge's Stores), plant, tools, appliances, implements ladders, cordage, tackle, scaffolding and temporary works requisite for the proper execution of the work whether original altered or substituted and whether included in the specification or other documents forming part of the contract referred to in this condition or not or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter, as to which under these conditions he is entitled to be satisfied or which he is entitled to require

together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of person with the means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work of materials. Failing his so doing the same may be provided by the Engineer-in-charge at the expense of the contractor and the expense may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The contractor shall also provide all necessary fencing and lights required to protect the public from accident, and shall be bound to bear the expenses of defence of every suit action of other proceeding at law that may be brought by any person for injury sustained owing to the neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of contractor be paid to compromise any claim by any such person.

And is liable for damage arising, from non-arising, from non-provision of light, fencing etc.

*Clause 18A* - Contractor shall be responsible for and shall take proper care and caution in respect of all rollers, machinery, tools and implements as may be made over by the KMDA to the contractor for use in the execution of the works under this contract and shall be liable for any loss or any damage caused to the said rollers, machinery, tools and implements by reason, whatsoever, during the period the same are in possession of the contractor and shall on demand pay to KMDA of such amount as may be fixed by the KMDA for such loss and damage, the decision of the KMDA in that respect being final, should the contractor fail or neglect to pay such amount on demand the KMDA shall have the right and be entitled, in addition to the other rights and remedies available to it to deduct such amount from the amount of security deposited by the contractor and/or any amount remaining payable to the contractor for any work done by the contractor.

*Clause 18B* - In every case in which by virtue of the provisions of Section 12, Sub-section (1) of the Workmen's Compensation Act, 1923 KMDA is obliged to pay compensation to a workman employed by the contractor, in execution of the works, KMDA will recover from the contractor the amount of the compensation so paid, and without prejudice to the right KMDA under Section 12, Sub-section (2) of the said Act, KMDA shall be at liberty to recover such amount or any part thereof by deduction it from the security deposit or from any sum due by the KMDA to the contractor whether under this contract or otherwise.

KMDA shall not be bound to contest any claim made against Section 12 Subsection (i) of the said act, except on the written request by the contractor and upon his given to KMDA full security for all costs for which KMDA might become liable in consequence of contesting such claim.

*Clause 19* - No female labour shall be employed within the limits of a cantonment.

Labour

*Clause 19A* - No labour below the age of 12 years shall be employed on the work.

*Clause 19B* - Payment of wages of labour -

- (a) "The contractor shall pay to labour employed by him either directly or through sub-contractor, wages not less than fair wages as defined in CPWD contractor's Labour Regulations in so far as such regulations have application within the State of West Bengal or as per the provision of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971 wherever applicable.
- (b) The Contractor shall notwithstanding the provision of any contract of the contrary cause to pay fair wages to labour indirectly engaged on the work, including one engaged by his sub-contractors in connection with the said work, as if the labour has been employed by him.



*Clause 24* - All works to be executed under the contract shall be executed under the direction and subject to the approval in all respect of the Chief Engineer/ Superintending Engineer for the time being, who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to be carried on.

Work to be under direction of Chief Engineer / Superintending Engineer

*Clause 25* - The contractor shall obtain from the stores of the Engineer-in-charge all stores and articles of Foreign manufacture which may be required for the work, or any part thereof or in making up articles required thereof in connection therewith, unless he has obtained permission in writing from the Engineer-in-charge to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-charge will be debited to the contractor in his account at the rates shown in the schedule attached to the contract and if they are not entered in the schedule, they will be debited at the cost price which for the charge, the cost being recoverable in addition and all other expenses whatsoever, which shall have been incurred in obtaining delivery of the same at the store aforesaid.

Stores of Foreign manufacture to obtained from KMDA

*Clause 26* - When the estimate on which the tender is made includes lump sums in respect of part of the work, the contractors shall be entitled to payment in respect of the items of work involved or the parts of the work in question the same rates as are payable under this contract for such item, or if the part of the work in question is not, in the opinion of the Engineer-in-charge, capable of the measurement, the Engineer-in-charge may at his discretion pay the lump sums amount entered in the estimate, to the contractor with regard to any sum or sums payable to him under the provisions of the clause.

Lump sums in estimates

*Clause 27* - In the case or any class of work for which there is no such specification mentioned as in Rule 1, such work shall be carried out in accordance with the Specification and in the event of there being no specification then in such case the work shall be carried out in all respect in accordance with the instructions and requirement of the Engineer-in-charge.

Action where no specification

*Clause 28* - The expression "work of works" where used in the conditions shall unless there be something either in the subject or context repugnant to such construction be constructed, and taken to meant the works by or by virtue of the contract contracted to be executed, whether temporary or permanent and whether original, altered, substituted or additional.

Defination of work

*Clause 29* - The contractor(s) shall at his/their own cost provide his/their labour with hutting on an approved site, and shall make arrangement for conservancy and sanitation in the labour camp to the satisfaction of the local Public Health and Medical Authorities. He/They shall also at his/their own cost make arrangements for the laying of pipelines for water supply to his/ their labour camp from the existing mains wherever applicable, and shall pay all fees, charges and expenses in connection therewith and incidental thereto.



**ADDITIONAL CONDITIONS**

1. Cement found surplus after the completion of a work should be returned to the Engineer-in-charge, the value of the cement returned to the KMDA will be credited to the contractor. If any contractor is found to have used the surplus cement for his own purpose or otherwise disposed of it without the written consent of Engineer-in-charge or his nominee, he may be held guilty of theft. In this connection, the provision of Clause 10 may be referred to where it is clearly stated that all materials issued to the contractors shall remain the property of KMDA.
2. The contractor shall have to make his own arrangements for water, both for the work and use by his coolie etc. for road-rollers and for all tools and plants, etc. required on the work.
3. Contractor will be responsible for the payment of all water charges, payable to the Kolkata Municipal Corporation or any other water works authority including Government department concerned.
4. If the contractor shall desire an extension of the time for completion of the work under Clause 5 of the contract, an application for such extension will not be entertained if it is not received in sufficient time to allow the Engineer-in-charge to consider it and the contractor will be responsible for the consequences arising out of the negligence in this respect.
5. The contractor will have to leave ducts in walls and floors to run conduit or cables, where necessary and he will not be entitled to any extra payment on this account.
6. Contractors in the course of their work should understand that all materials (e.g. stores and other materials) obtained in the work of dismantling excavation etc. will be considered as KMDA property and will be disposed of to the best advantage of KMDA.
7. Owing to difficulty obtaining certain materials in the open market due to scarcity KMDA have undertaken to supply materials specified in the Schedule on page 12 of the Tender Form at rates stated therein. There may be delay in obtaining the materials by the department and the contractor is, therefore, required to keep himself in touch with the day-to-day position regarding the supply of materials from the Engineer-in-charge and do adjust the progress of the work so that their labour may not remain idle nor may there be any other claim due to or arising from delay in obtaining the materials. It should be clearly understood that no claim whatsoever shall be entertained by the KMDA Government on account of delay in supplying materials.
8. The minimum period for which a road - roller is required to be used by a contractor shall be determined by the Executive Engineer on the basis of the quantity of metal that can be consolidated by a roller per day and the Executive Engineer's decision shall be final. If the roller be required to work for a longer period due to bad arrangement of the contractor-shortage of water, etc. additional hire charges shall be levied at the rates specified below under "A-Hire charges" for the additional period of the roller work.
9. No compensation for any damage done by rain or traffic during the execution of the work will be made.
10. Whenever a work is carried out in a Municipal area electric lights or electric danger signals wherever applicable shall be provided by the contractors on the barriers as paraffin lights. Facilities for the electric connection will be made by KMDA but the contractor will bear all the expenses.
11. The contractor should quote through rate inclusive of cost of materials and carriage to place of working.
12. The contractor should give complete specifications showing the method of execution and the quantity and quality of materials be intend to use.

13. In case where canal water is used by the contractor, he will be required to deposit in advance with the Engineer-in-charge the charges for water which are to be calculated in accordance with the schedule of miscellaneous rates in the Canal Act.

14. It must be clearly understood by the contractor that no claim on account of enhanced rates and those already accepted due to war fluctuations will be entertained during the currency of this contract for the work as per schedule attached to the agreement and the additional work, if any, under Clause 12 of the contract, if such additional work shall consist of items which have already been quoted for, or items not quoted for but appear in the said schedule.

15. In the event of emergency the contractor will be required to pay his labour every day and if this is not done, KMDA shall make the requisite payment as would have been paid by the contractor and recover the cost from the contractor.

#### INCONVENIENCE TO THE PUBLIC

16. The contractor(s) shall not deposit materials on any site which will seriously inconvenience to the public. The Engineer-in-charge may require the contractor(s) to remove any of the materials, which are considered by him to be a danger or inconvenience to the public or cause them to be removed at the contractor's cost.

17. The contractor undertakes to have the site clean, free from rubbish to the satisfaction of the Engineer-in-charge. All surplus materials, rubbish etc. will be removed to the place fixed by the Engineer-in-charge and nothing extra will be paid.

18. The contractor shall not allow any rubbish or debris to remain on the premises during or after repairs, but shall remove the same and keep the place neat and tidy during the progress of the work. The Engineer-in-charge may get the site or premises cleared of debris etc. and recover the cost from the bill of the contractor, if the latter shows slackness in observing this clause.

19. Material brought at site shall not be stacked at random. The contractor shall stack all these materials as directed by the Engineer-in-charge.

#### ADDITIONAL CONDITIONS WHEN ROAD-ROLLERS ARE SUPPLIED BY THE KMDA / GOVERNMENT

Road-Rollers, if available, shall be supplied by the KMDA/Government upon payment of hire charges at the rates and on the conditions specified below. The contractor should requisition Road-Rollers at least two weeks before the date on which the same are required mentioning the date on which delivery is desired. In case, rollers cannot be made available to the contractor on that date, requisite extension of time shall be granted to the contractor for completion of the work, but the contractor shall not be entitled to claim any compensation for loss of labour or any other cause whatsoever.

#### A-HIRE CHARGES

(1) Petrol, diesel or steam Road-Rollers 8 tons or over at the rates as per prevailing Schedule rate (enclosed).

The departmental crew (i.e. a driver and a fireman or cleaner) for each roller ordinarily provided by the department and their pay will be recovered extra from the contractor at the rates as per prevailing schedule rate (enclosed).

1. (a) The Road-Roller will be made over and taken back at the site of the work. The roller charges (which included the hire charges and the wages of the departmental crew) shall be recovered at the prescribed rates from the date of roller is made over till the date it is taken back even though the rollers may not have been working. If however, any roller remains idle for two or more days at a stretch for any of reason or reasons mentioned below and provided the contractor

submits within a week of the date of occurrence of the contingency, an application through the Asstt. Engineer's Office to the Engineer-in-charge, praying for exemption from payment of roller charges (showing reasons and particulars for exemption), the Engineer-in-charge may at his discretion and if he is satisfied that there were sufficient reasons, allow exemption from payment of the said roller charges for such days as he may consider reasonable under the circumstances.

THE REASONS FOR WHICH EXEMPTION BE ALLOWED ARE

- (i) Continued unfavorable weather condition for carrying out particulars type of work on which the roller is engaged.
- (ii) Lack of roller work for reasons beyond the control of the contractors.
- (iii) Diversion of the roller by the Engineer-in-charge to other works.
- (iv) Any other reasons precluding the work of the roller.

The contractor shall not in any event be entitled to claim any compensation for loss of labour or for any other loss whatsoever which may have been incurred by him during the period for which exemption from payment or the charges is allowed.

(b) The rollers and other equipments shall be fully utilized for the purpose for which the same are made over and shall not be allowed to remain idle when they are in working condition. The time limits for the working-days for each type of rolling shall be fixed according to the limits of work output given in Statement I & II below. If the actual number of days of roller work exceed the limit, the hire charges and the wages of the departmental crew shall charges at double the prescribed rates. If the actual number of days of roller work is less than the number of days calculated on the specified floor limit for the number of days in excess of such limit, the hire charges and the wages of the departmental crew shall be charge at double the prescribed rates. If the actual number of days of roller work is less than the number of days calculated on the specified ceiling limit, the hire charges for the roller and the wages of the departmental crew shall be recovered of number of days claculated on the specified ceiling limit. In the all cases part of a day shall be counted as full day.

2. The departmental crew shall be on operational charges of the roller, but the guarding of the machinery will have to be arranged by the contractor at his own cost.

3. The roller issued to the contractor is to work for 6 days in a week with stoppage of work on the seventh day for general cleaning and petty repairs. Contractors will pay for hire charges as well as for wages of the departmental crew for the whole week i.e. 7 days.

4. Clean water for operating and washing the rollers shall be supplied by the contractor at his cost.

5. Fuel, (petrol, diesel or steam coal) and ancillaries such as match boxes, kerosine oil, fire wood and cotton waste for work in lighting up, cleaning etc., of road-rollers shall have to be supplied by the contractor at the expenses, steam coal for steam road-rollers and diesel oil for diesel road-roller may however be supplied by the department at the rates specified in the agreement and cost debited to the contractor's account accordingly.

6. The grease and lubricating oil required for operating and maintenance of the rollers shall be supplied by the department free of cost.

SPECIFICATION COVERING ISSUE OF ROAD-ROLLERS

The number of working days to be allowed for finishing each individual item of work shall be calculated on the basis of limits of work output specified in Statement I & II.

**STATEMENT - I**  
**(A) FOR PETROL, DIESEL OR STEAM ROAD-ROLLERS 8 TONS OR OVER**  
**TABLE**  
**WORK OUT-PUT PER WORKING DAY OF 8 HOURS**

Sl. No.	Item of work	Floor limit (Maximum)	Ceiling limit (Maximum)
1.	Rolling Sub-Grade	1490 Sq. M.	2230 Sq. M.
2.	Rolling over bricket soling	800 Sq. M.	1200 Sq. M.
3.	Rolling Boulder soling		
	(a) Stone (except laterite or slag boulders)	560 Sq. M.	930 Sq. M.
	(b) Leterite boulders	740 Sq. M.	1120 Sq. M.
4.	Consolidation of ballast (size within the range of 75 to 125 mm)		
	(a) Broken stone (Pakur or Rajmahal or Chandil or similarly hard stone)	23 Cu. M.	35 Cu. M.
	(b) Broken stone or varieties softer than (a) above	25 "	40 "
	(c) Broken slag metal	25 "	40 "
	(d) Leterite or jhama metal	35 "	50 "
	(e) Unbroken stone (e.g. single)	35 "	50 "
	(f) Brick bats	35 "	50 "
5.	Consolidation of metal (size within the range of 40 of 75 mm)		
	(a) Broken stone metals (Pakur or Rajmahal of Chandil or similarly hard stone)	14 Cu. M.	23 Cu. M.
	(b) Broken stone metals of varieties softer than (a) above	17 "	30 "
	(c) Broken slag metal	17 "	30 "
	(d) Leterite or jhama metal	30 "	45 "
	(e) Unbroken Stone (e.g. single or gravel)	35 "	50 "
6.	Consolidation of Moorum	35 Cu. M.	50 Cu. M.
7.	Consolidation of Cinder	120 Cu. M.	180 Cu. M.
8.	Rolling dry chips/Bajri/Graval in surface dressing works		
	(a) On water bound surface	560 Sq. M.	1120 Sq. M.
	(b) On Back top surface	650 Sq. M.	1300 Sq. M.
9.	Rolling premixed bituminous macadam		
	(a) 50 mm thick	185 Sq. M.	370 Sq. M.
	(b) 75 mm thick	140 Sq. M.	280 Sq. M.
10.	Rolling premixed carpet with Chips/Bajri/Gravel		
	(a) in 20 mm (nominal) thick carpet	370 Sq. M.	740 Sq. M.
	(b) in 25 mm (nominal) thick carpet	325 Sq. M.	650 Sq. M.
	(c) in 40 mm (nominal) thick carpet	235 Sq. M.	470 Sq. M.
11.	Repairing potholes	14 Cu. M.	25 Cu. M.

N.B. - In case of items not covered by the above or by any stipulation of a particular contract, the limits will be decide by the Engineer-in-charge.

(17)

**STATEMENT - II**

**(B) FOR PETROL, DIESEL OR STEAM ROAD-ROLLERS 6 TONS OR LESS**

The limit of work out-put to be allowed for Petrol, Diesel or steam Road-Roller of 6 tons or less 25% less than the limit for the corresponding items in Statement - I above.

**TAR AND BITUMEN**

1. The contractor undertakes to make arrangements for the supervision of the work by the firm supplying tar or bitumen used.

2. The contractor shall collect the total quantity of tar-or bitumen required for the work as per standard formula, before the process of painting is started and shall hypothecate it to the Engineer-in-charge against money advanced by KMDA. If any bitumen or tar remain unused on completion of the work on account of lesser used of materials in actual execution, for reasons other than authorised charges in specification and abandonment of portion of work, a corresponding deduction equivalent to the cost of unused materials as determined by the Engineer-in-charge shall be made and the materials returned to the contractor, although the materials are hypothecated to KMDA, the contractor undertakes the responsibility for their proper watch, safe custody and protection against all risks. The materials shall not removed from the site of work without the consent of the Engineer-in-charge in writing.

**ADDITIONAL CLAUSE**

1. In case where the responsibility of despatch of stores rests with the suppliers but the freight is payable by the purchaser, the supplier should despatch the stores by the most economical method, using the full wagon load whenever it is possible and economical to do so, failing which the supplier will render himself liable for the whole or part of any avoidable expenditure caused by such default.

2. The contractor will have to make his own arrangement for the carriage of Materials.

3. Imported labour may be allotted to contractors at the market rate for labour employed in the locality in the case where the employment of this labour by the contractors as of mutual advantages to KMDA and the contractor.

But in case where the contractor has failed to secure his own labour, imported labour may be forced on him at rate to be decided by the Chief Engineer/Superintending Engineer. The decision of the Chief Engineer/Superintending Engineer to the circumstances in which the employment of imported labour is of mutual advantage will be final and binding on all parties to the contract.

In other cases imported labour need not be forced on contractor but the Engineer-in-charge should at once given in writing to all contractors that if they object to taking labour from the Government now but latter require labour to complete their work in time, will be allotted Government labour as available and will be charged full cost at the rate/ rates specified in the said written notice.

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