Office of The Executive Engineer
East Bank Scheme Division
EM Sector, K.M.D.A
83/1A, Vivekananda Road
3rd Floor, Kolkata -700006

Kolkata Metropolitan Development Authority

Abridge

e-Tender Notice No:- 06/EE(E/M)/EBSD/EM/KMDA/eT-06 of 2023-24 Dt. 01.08.2023

Executive Engineer (E/M), EBSD for and on behalf of Kolkata Metropolitan Development Authority (KMDA) invites online percentage tender from reliable, resourceful, bonafide and experienced agency who have credentials of similar nature of completed work in a State/Central Government or State/Central Government Undertaking/Statutory/Autonomous Bodies constituted under the Central/State statute as stated in detailed notice for the below mentioned work.

Name of the work	Estimated Amount (Rs)	Earnest Money to be deposited (Rs)	Time of completion	Cost of Tender Document
Desilting the sump pit and repairing overhauling, servicing, reinstallation, two no 15 HP non- clog type submersible pumps and some allied works in Gouribari lifting station at circular canel.	**4,63,336.00**	**9,267.00**	**15 days**	**NIL**

An online request for participating in the tender is made **from 21.08.2023, 12:00 hours to 29.08.2023, 12:00 hours** Further details may be had from the detailed NIT at the office of the undersigned or from the KMDA website:

www.kmda.wb.gov.in /www.wbtenders.gov.in

01.08.23
Executive Engineer (E/M)
EBSD/EM/KMDA

No. 22(1/7)/EE(E/M)/EBSD/EM/KMDA/eT-06 /2023-24 Date :01.08.2023

Copy forwarded for information and taking n. a. to:

1.The Chief Engineer (E/M), E/M Sector, KMDA.
2.The Superintending Engineer- E/M-I&II , EM Sector, KMDA
3.The Deputy Secretary (PR), KMDA- with a request to arrange to publish the tender notice in the leading dailies of national importance and in KMDA & Govt. WB web-sites as per prevailing norms based on the **approved amount**. The Copy of such approval by the copy such approval by competent authority is enclosed.(This is the 1st call)
4.Accounts officer of O&M cell, EM Sector KMDA
5.The Divisional Account Assistant, EBSD,EM,KMDA
6.Notice Board
7.Office Copy

01.08.23
Executive Engineer (E/M)
EBSD/EM/KMDA

Office of The Executive Engineer
East Bank Scheme Division
EM Sector, K.M.D.A
83/1A, Vivekananda Road,
3rd Floor, Kolkata -700006

Kolkata Metropolitan Development Authority

Detailed

e-Tender Notice No:- 06/EE(E/M)/EBSD/EM/KMDA/eT- 06 of 2023-24 Dt. 01.08.2023

Executive Engineer (E/M), EBSD for and on behalf of Kolkata Metropolitan Development Authority (KMDA) invites online tender from reliable, resourceful, bonafide and experienced agency who have credentials of similar nature of completed work in a State/Central Government or State /Central Government Undertaking /Statutory / Autonomous Bodies constituted under the Central/State statute as stated in detailed notice for the below mentioned work.

Sl no.	Items for consideration		Information
1.1	**Name of the Works**	:	Desilting the sump pit and repairing overhauling, servicing, reinstallation, two no 15 HP non- clog type submersible pumps and some allied works in Gouribari lifting station at circular canel.
1.2	**Name & Address of the tender Inviting authority**	:	Executive Engineer (E/M), EBSD, E-M Sector, KMDA**,** 83/1A, Vivekananda Road, 3rd floor**,** Kolkata-700 006.
1.3	**Name & Address of the Executing Cell**	:	Executive Engineer (E/M), (EBSD), E-M Sector, KMDA**,** 83/1A, Vivekananda Road, 3rd floor**,** Kolkata-700 006.
1.4	**Firm (s) / Contractor(s) eligible to submit tender**	:	Any agency willing to take part in the e-tendering process **will have to be enrolled** and registered with the Govt. e- procurement system, through logging on to http://wbtenders.gov.in and to obtain a class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the NIC.
1.5	**Estimated Value of work**	:	Rs. **4,63,336.00**
1.6	**Earnest Money Deposit**	:	Rs. **9,267.00**
1.7	**Time of Completion**	:	15 Days
1.8	**Collection of tender documents**	:	The agency can search and download NIT and tender documents electronically from computer once he logs on to website using the DSC. This is the only mode of collection of tender documents.
1.9	**Submission of Tenders**	:	Tenders are to be submitted online through website in two folders at a time for each work one is technical Proposal and the other is Financial Proposal, before the prescribed date and time. Using the digital signature certificate (DSC), the documents are to be uploaded, virus scanned and digitally signed. The documents will get encrypted (transformed into non-readable formats).
1.10	**Date & time limit** for request of tender (online)	:	**From 21.08. 2023, 12:00 hours to 29.08.2023, 12:00 hours**.

1.11	**Date & time limit** for submission of tender (online)	**:**	**From 21.08. 2023, 12:00 hours to 29.08.2023, 12:00 hours**.
1.12	Date & time for opening of **Technical Bid** (online)	**:**	**31.08.2023 at 12:00 hours**
1.13	Financial Bid Opening Date & time (online)	**:**	**To be notified latter.**

2.0. **Submission of Tenders** :

2.1 Tenders are to be submitted online through website in two folders at a time for each work one is technical Proposal and the other is Financial Proposal, before the prescribed date and time. Using the digital signature certificate (DSC), the documents are to be uploaded, virus scanned and digitally signed. The documents will get encrypted (transformed into non-readable formats).

2.2 Technical Proposal (PART-I)

The Technical should contain scanned copies and / or declarations in the following standardized format in further to covers (Folders).

a) Technical files (Statutory covers)

i. NIT, minutes of pre-bid meeting and Addendum or Corrigendum if any.
ii. Tender Form No. 1.
iii. Declaration.
iv. Scanned copy of Power of attorney by the competent Authority if the power is delegated for signing the Bid to persons other than the applicant must be uploaded.
v. Scan copy of the document in relation to submission of EMD.

b) My Documents (Non- statutory cover) containing:

The firm shall submit valid trade license or equivalent documents as per Govt. norms, ESI, PF, GST Registration, PAN, Audited balance sheet & IT return for last three financial years, valid electrical contractor's license in favour of the company, having Supervisor with certificate of competency in relevant work from Government licensing Authority valid up to date. Certificate & up-to-date PT clearance challan.

(iv) Credential criteria:

The intending bidder shall produce the following credentials:

A)

i) Intending tenderers should produce credentials of a similar nature of work of the minimum value of 40% of the estimated amount put to tender during 5 (five) years prior to the date of issue of this tender notice,

Or

ii) Intending tenderers should produce credentials of two similar nature of works, each of the minimum value of 30% of the estimated amount put to tender during 5 (five) years prior to the date of issue of this tender notice.

Or

iii) Intending tenderers should produce credentials 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 (i) above.

In case of running works only those tenderers who will submit the certificate of satisfactory running work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the tender. In the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no penalty action has been initiated against the executing agency, i.e. the tenderer.

AND

B) The work is to be completed in a State/Central Government or State/Central Government Undertaking/Statutory/Autonomous Bodies constituted under the Central/State statute within last 5 years from the date of issue of this NIT.

AND

C) The credential certificate must be issued by an officer not below the rank of an Executive Engineer or equivalent competent authority.

AND

D) Any type of work/awarding order or payment certificate for the work shall not be treated as credential.

(v) In the credential certificate the name of the contractor with full address, tender no., work order no., date of commencement, time allowed and date of completion, quantity of item completed, detailed nature/type of job, the work has been completed successfully and satisfactorily within the specified time period or not etc., in usual manner, should have to be mentioned. Any sort of completion of work/s under sub-contract shall not be treated as credential. Any relaxation for NSC will not be allowed. Any type of joint venture is not allowed.

(vi) A self-declaration in the form of affidavit before the Notary stating that the documents submitted/furnished by him are true and genuine to the best of his knowledge and belief. In case any fraudulent activities are observed and or detected, he shall be solely responsible for such activities. He shall also declare that whether his firm has been debarred/faced penalty in last 5 years from the date of issue of this NIT from any sort of tendering in any department or punished in any form.

(vii) All the bidders should have local office situated in and around Kolkata or in its suburbs and the document in support for the same is to be submitted. The name of a person associated with such office in and around Kolkata along with his identity in relation to the bidder and his contact details are to be submitted.

(viii)Partnership firms should submit a copy of the Partnership deed, otherwise the application may not be considered.

(ix) No working personnel shall be over the age of 60 years.

(x) A list of documents (all the documents to be signed and sealed by the bidder) submitted by the bidder is also required to be mentioned in a separate file/folder.

(xi) Declaration of penalty/department etc. faced by the bidder under any Gov/Semi Govt. /Autonomous Body/Institution etc is to be submitted.

(xii) All the pages of Tender paper and all the documents (submitted as Bid Document) including all the photo copies must be signed by the authorized representative on the body of such documents in usual manner failing which the application may not be considered.

(xiii) Any type of repairing/maintenance work is to be carried out preferably on-site or as per discretion of the EIC. The quantity mentioned in the NIT including BOQ may increase/decrease during issuing of work order or execution of the work time to time.

(xiv) All the materials, equipment, parts, items etc. to be supplied must be indigenous and brand-new.

(xv) Any type of joint venture consortium, in any farm will not be accepted.

3.0 <u>Financial Proposal:</u>

The financial proposal shall contain the following documents in two cover (Folder) i.e.

(i) Bill of quantities (BOQ): The bidder is to offer item-rates including all sorts of taxes, cess, duties, freight, insurance, loading-unloading, packing, forwarding etc, all inclusive and all complete, as per Govt. norms, comprehensive repairing-maintenance with all sorts of consumables; providing necessary and sufficient training to the working personnel of the authority. The contractor is to quote the rate online in the space marked for quoting rate in the BOQ (only downloaded copies of the above documents are to be uploaded, virus scanned and digitally signed by the contractor).

4.0 <u>Earnest Money Deposit</u>:

In addition to the complete set of tender documents as mentioned here in before, the tenderer shall have to deposit an amount as earnest money (as mentioned earlier) online. Please note that submission of tender without earnest money will be treated as non-responsive.

The earnest money deposited otherwise will not be accepted and the tender will not be valid.

5.0. Security Deposit:

The successful tenderer shall have to provide for as security for the work an amount in terms of clause no.1 of the printed tender form.

An amount at the rate of 10% of the completed work /supply/ progressive running bill value, etc. will be recovered during processing/releasing of the same and this amount will be released only after successful/satisfactory completion of the entire work in all respects (including warrantee/guarantee period) without any interest after one year. This is inclusive of the security money (may be @2% of the contract amount) already deposited as earnest money with the Department. Any sorts of taxes, cess, duties etc, as applicable in this Authority time to time, will be deducted from the progressive running bills/final bill.

In case the total amount of the retainable security deposit is more than Rs 2.00 (two) lakh, then the contractor, at his own choice/ option, may apply to the department for allowing him to keep the amount of deductable security deposit exceeding Rs 2.00 (two) lakh in the form of Bank Guarantee from a scheduled/nationalized Bank in Kolkata valid for the entire guarantee period in the prescribed format of the department.

Failure on the part of the contractor (successful bidder) in depositing the differential amount/balanced amount excluding the initial EMD to make @2% of the accepted/contract amount within the specified period where so required in terms of above, shall constitute a breach of the obligations and shall render the offer/contract liable for termination with forfeiture of initial EMD that may be lying with KMDA mentioned above without any reference to the bidder.

6.0 Additional Performance security:

Additional Performance Security @10% of the tendered/accepted amount in the form of Bank Guarantee from a Scheduled Bank, valid up to the date of completion of work, shall be obtained from the successful bidder, if the accepted bid value is found @80% or less than the estimated amount put to tender. If the bidder fails to submit Additional Performance Security within 7 (seven) working days from the date of Letter of Acceptance or the time period as approved by the Tender inviting Authority, his Earnest Money will be forfeited. If the bidder fails to complete the works successfully, the Additional Performance Security along with Security Deposit lying with the Government shall be forfeited at any time during the pendency of contract period as per relevant Clauses of the Contract. Necessary provisions regarding deductions of Security Deposit from the progressive bills of the Contractor as per relevant clauses of the contract will in no way be affected/ altered by this Additional Performance Security.

The Bank Guarantee is to be renewed accordingly, if required. This amount will be released in accordance with the usual practice prevailing in KMDA from time to time.

7.0 Statutory Deduction of taxes/duties/Cess etc. :

Any sort of Tax, cess, duties etc will be deducted from the contractor's bill at the rate in accordance with the orders/ circulars of the Union Government of India in force during the contractual period.

If the Union Government of India declares any variation of the tax, cess, and duty etc structure during the pendency of the contract, it shall be to the contractor's account.

G.S.T will be applicable as per prevailing Govt. norms, time to time.

If any variation in the tax structure declared by the Government of West Bengal during the pendency of the contract shall be to the contractor's account.

8.0 Opening and evaluation of tender:

8.1 Opening of Technical Proposal:

a) Technical proposals will be opened by the Executive Engineer (E/M), (East Bank Scheme Division), EM Sector, KMDA and / or his authorized representative electronically from the web site using their digital signature certificate.
b) Intending tenderers may remain present if they so desire.
c) Technical bids will be opened first. If there found any deficiency, the tender will summarily be rejected.

8.2 Pursuant to scrutiny and decision to the technical accepting authority, the summary list of eligible bidders will be uploaded in the web portals.

8.3 Opening and evaluation of financial proposal:

Financial proposal of bidders declared technically eligible by the tender accepting authority will be opened electronically from the web portal on prescribed date and time by the EE(E/M), (East Bank Scheme Division), EM Sector, KMDA. All sorts of documents, papers etc as required in this tender shall have to be uploaded in the prescribed procedures and no document, paper etc (hard/soft copy) will be entertained once the date and time of submitting the technical bid is over. The Tender Accepting Authority may ask any of the tenderers to produce original documents/papers required/requisite against this tender for physical verification within a specified time period (by the TIA) and, in this respect, failing which the tender will be liable to be summarily rejected. All documents must be proper and/or valid with in the specified time period.

After evaluation of financial proposal, the authority may upload the final summary result.

9.0 Conditional and incomplete Tender:

Conditional and incomplete tenders are liable to be summarily rejected.

10.0 Withdrawal of tender:

The tender once submitted shall not be withdrawn within a period of 180 calendar days from the last date of submission. That is, the rates quoted shall be valid for at least 180 calendar days from the last date of submission.

If a tenderer withdraws his tender within this period without any valid reason, he may be disqualified from submitting any tender in KMDA for a minimum period of one year and earnest money already deposited may be forfeited**.**

11.0 Validity of the offer/ tender:

The validity of the rate offered shall be at least 180 calendar days from the last date of submission. The bidder is liable to execute the entire/part-work at the rate offered by them at anywhere in and around Kolkata, if asked for, within the aforesaid time period.

12.0 Rates inclusive of all charges, taxes etc:

As stated elsewhere, the rate quoted by the tenderer shall be inclusive of all elements of taxes and duties, freight, insurances, loading-unloading, demands etc, in all respect**.**

The tenderer shall include income taxes, GST etc. as applicable. Octroi if any, toll, ferry charges, local charges, royalties, service taxes, turn over taxes and all other charges shall be as applicable.

All other charges like insurance charges, freight, Government Inspector's fee for obtaining statutory clearance etc. as would be required for completion of the work shall also be considered in the rates quoted. No claim what so ever on this account will be entertained.

13.0 Payment of wages and other regulatory benefits:

The wages and other regulatory benefits viz. ESI, EPF & Bonus, OT, accidental liabilities etc, as per the prevailing rules and norms, regulations, acts etc of the state and union Govt. shall be provided to all the personnel deployed by the bidder from time to time for undertaking the work. In no case, the department shall be held responsible for any eventualities in this regard.

14.0 Acceptance of Tender

I. Lowest valid rate should normally be accepted. However, the Tender accepting Authority does not bind himself to do so and reserves the right to reject/accept any or all the tender/s, without assigning any reason thereof.

II. During the entire process of the tender, if it is found that any penal measures imposed by any Govt./ Semi-Govt. / Autonomous body against any intending tenderer, the Authority reserves the right to reject any bid offered by the said tenderer.

III. Submission of false/incomplete document by tenderer is strictly prohibited and if found at any stage, action may be referred to the appropriate authority for persecution as per relevant/prevailing norms with forfeiture of earnest Money forthwith.

15.0 Mobilization Advance

No mobilization advance will be provided by the authority.

16.0 Disclaimer:

All expenses for preparing and submission of the tender bid shall be to the bidder's account and shall no way be refunded/ compensated in any form.

KMDA reserves the right to reject or accept or split any or all tenders / bids without assigning any reasons whatsoever.

The quantum of work mentioned in the bill of quantities (BOQ) may vary during issuing of order.

KMDA reserves the right to terminate the tender without assigning any reason what so ever in any nature at any point of time during pendency of the contract by serving upon seven days written notice to the contractor even after awarding of the contract and execution of field work without entertaining any claim for loss of profit or compensation of any kind and of any nature whatsoever.

17.0 Defect Liability Period:

(1) Clause 17 of CONDITIONS OF CONTRACT of the Tender Form No.1 shall be substituted by the followings (as per G.O. no.:5784-PW/L&A/2M-175/2017 dated 12/09/2017)**:**

Clause 17 - If the contractor or his workmen or servants or authorized representatives shall break, deface, injure, or destroy any part of building, in which they may be working, or any building, road, road-curbs, fence, enclosure, water pipes, cables, drains, electric or telephone posts 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 from any cause whatsoever or any imperfection become apparent in it at any time whether during its execution or within a period of **three months or one year or three years or five years, as the case may be (depending upon the nature of the work as described in the explanation appended hereto) hereinafter referred to as the Defect Liability Period**, from the actual date of completion of work as per completion certificate issued by the Engineer-in-Charge, the contractor shall make the same good at his own expense, or in default, the Engineer-in-Charge may cause the same to be made good by other workmen and deduct the expense (of which the certificate of the Engineer-in-Charge shall be final and binding on all concerned) from any sums, whether under this contract or otherwise, that may be then, or at any time thereafter become due to the contractor from the Government or from his security deposit, either full, or of a sufficient portion thereof and if the cost, in the opinion of the Engineer-in-Charge (which opinion shall be final and conclusive against the contractor), of making such damage or imperfection good shall exceed the amount of such security deposit and/or such sums, it shall be lawful for the Government to recover the excess cost from the contractor in accordance with the procedure prescribed by any law for the time being in force.

Provided further that the Engineer-in-Charge shall pass the "**Final Bill**" and certify thereon, within a period of **thirty days** with effect from the date of submission of the final bill in acceptable form by the contractor, the amount payable to the contractor under this contract and shall also issue a separate completion certificate mentioning the actual date of completion of the work to the contractor within the said period of **thirty days**. The certificate of the Engineer-in-Charge whether in respect of the amount payable to the contractor against the "**Final Bill**" or in respect of completion of work shall be final and conclusive against the contractor. However, the security deposit of the work held with the Government under the provision of **clause 1** hereof shall be refundable to the contractor in the manner provided here under:-

(a) For work with **three months Defect Liability Period:**

(i) Full security deposit shall be refunded to the contractor on expiry of three months from the actual date of completion of the work.

(b) For work with **one year Defect Liability Period:**

(i) **Full** security deposit shall be refunded to the contractor on expiry of **one year** from the actual date of completion of the work.

(c) For work with **three years Defect Liability Period:**

(i) 30% of the security deposit shall be refunded to the contractor on expiry of two years from the actual date of completion of the work;

(ii) The balance **70%** of the security deposit shall be refunded to the contractor on expiry of three years from the actual date of completion of the work;

(d) For work with **five years Defect Liability Period:**

(i) No security deposit shall be refunded to the contractor for 1st 3 years from the actual date of completion of the work;

(ii) 30% of the security deposit shall be refunded to the contractor on expiry of **four years** from the actual date of completion of the work;

(iii) The balance **70%** of the security deposit shall be refunded to the contractor on expiry of five years from the actual date of completion of the work,

Explanation:

The word '**work**' means and includes road work, bridge work, building work, sanitary and plumbing work, electrical work and/or any other work contemplated within the scope and ambit of this contract. For

(i) The work of patch repair or patch maintenance in nature or a combination thereof, the Defect Liability Period of the work shall be **three months** from the actual date of completion of the work.

(ii) Thorough Bituminous Surfacing work with bituminous thickness less than 40 mm, Repair & Rehabilitation of any road / bridge / culvert / building / Sanitary & Plumbing work, the Defect Liability Period of the work shall be **one year** from the actual date of completion of the work;

(iii) Extension of building / bridge / culvert, Construction of new flexible pavement up to bituminous level which has been designed for a period of 3 years or more, Widening and strengthening of flexible pavement designed for a period of 3 years or more, Improvement of riding quality / Strengthening of flexible pavement designed for a period of 3 years or more; Providing only mastic asphalt layer over existing bituminous surface without providing bituminous profile corrective course / bituminous base course, the Defect Liability Period of the work shall be **three years** from the actual date of completion of the work;

(iv) Construction of new building / new bridge / new culvert, Reconstruction of building / bridge / culvert including construction of approach roads for bridge / culvert, Construction of rigid pavement, Reconstruction of rigid pavement, Construction of new flexible pavement covered by mastic work which has been designed for a period of 5 years or more, Widening and strengthening of flexible pavement covered by mastic work which has been designed for a period of 5 years or more, Improvement of riding quality / Strengthening of flexible pavement covered by mastic work which has been designed for a period of 5 years or more, the Defect Liability Period of the work shall be **five years** from the actual date of completion of the work.

(2) The following paragraph shall be added to the **Interpretation Clause** of **CONDITIONS of CONTRACT:-**

"The word 'Government' means the Government of the State of West Bengal in Public Works Department."

This bears concurrence of Group-T of Finance (Audit) Department vide their U.O. No.417 Dated 22.08.2017.

HOWEVER, IN THE INSTANT TENDER

(i) DEFECT LIABLITY PERIOD SHALL BE SIX MONTH and

(ii) **"The word 'Government' means the Government of the State of West Bengal in Urban Development & Municipal Affairs Department".**

01.08.23
Executive Engineer (E/M)
EBSD/EM/KMDA

No. 22(1/7) /EE(E/M)/EBSD/EM/KMDA/eT-06 /2023-24 Date : 01.08.2023

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3. The Deputy Secretary (PR), KMDA- with a request to arrange to publish the tender notice in the leading dailies of national importance and in KMDA & Govt. WB web-sites as per prevailing norms based on the **approved amount**. The Copy of such approval by the copy such approval by competent authority is enclosed. This is the 1st Call.
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