



Office of The Executive Engineer
South Division, SD&SWM, Sector, KMDA
Baghajatin, STP Complex, Kolkata-700094

**Kolkata Metropolitan
Development
Authority**

Memo no. : 185/ EE/South /SD&SWM/KMDA/N-03

Date:22.10.2024

Abridged-e-NIT

e-NIT NO. - 06/EE/South /SD&SWM/KMDA of 2024-25

Invitation: - Executive Engineer, South Division, SD&SWM Sector invites tender from reliable, resourceful, bonafide and experienced agencies having successfully completed any similar nature of work in Government/Govt. Undertaking/Autonomous Bodies/Statutory Bodies and Local Bodies of value not less than i) **40% of the estimated amount in a single contract OR ii) two contracts each of at least 30% of the estimated amount OR iii) single running work having completed 80% or more and value of which is not less than as in i) above, during last 5 (five) years from the date of issue of this e-NIT.**

Sl. No.	Name of Work	Estimated amt. Put to tender (with 18% GST, 1% Cess) (Rs)	Earnest Money Deposit (Rs)	Time of Completion	Cost of Tender Document
1.	Cleaning Jungles, silt clearance of Suti Khal from BSNL Gopalpur towards Barua Para in ward No-11 under Maheshtala Municipality.	₹ 10,21,336.00	₹ 20,427.00	90 Days	NIL
2	Bullah piling work for protection of approach road to 16 Bigha and playground near 16 Bigha area under Maheshtala Municipality.	₹ 27,30,057.00	₹ 54,601.00	120 Days	NIL

Intending bidder may download the tender documents from <https://wbtenders.gov.in> directly with the help of Digital Signature Certificate. Date & time of uploading e- NIT is **28.10.2024 at 17:00 hrs** & last date & time for online submission in the tender **14.11.2024 up to 18:00 hrs**. Further details may be had from the detailed NIT at the office of the undersigned or from the KMDA web site: www.kmdaonline.org. The Authority reserves the right to reject or accept any or all tender without assigning any reason.

Executive Engineer
South Division,
SD&SWM Sector, KMDA

Memo no. : 185/1(19)/EE/South /SD&SWM/KMDA/N-03

Date:22.10.2024

Copy forwarded for kind information and necessary action to:

1. The Chief Executive Officer, KMDA
- 2.-10. The Chief Engineer, SD Sector/SWM Sector /Water Supply, W and S Sector/ GAP Sector/ Housing Sector/ R&B Sector/ E&AM Sector/ PM&C Sector/ EM Sector, KMDA
11. The Director of Finance, KMDA
- 12.-16. The Superintending Engineer, Planning Circle/Programme Circle-I/ Programme Circle.-II/ South Circle/ North Circle, SD&SWM Sector, KMDA



17. The Accounts Officer, SD&SWM Sector, KMDA.

18. The Deputy Secretary, P.R.O., KMDA along with 4 (four) hardcopies of the e-NIT for publication in at least three leading daily News Papers and uploading this NIT on KMDA website and Government of West Bengal website.

19. The Sr. Account Assistant, South Divn .SD&SWM Sector, KMDA.

20. The Notice Board, Executive Engineer, South Division, SD&SWM Sector, KMDA.

Executive Engineer
South Division,
SD&SWM Sector, KMDA



**Office of The Executive Engineer
South Division, SD&SWM, Sector, KMDA
Baghaiatin, STP Complex, Kolkata-700094**

Memo no. : 185 / EE/South /SD&SWM/KMDA/N-03

Date:22.10.2024

DETAILED TENDER NOTICE

e-NIT NO. - 06/EE/South /SD&SWM/KMDA of 2024-25

Invitation: - Executive Engineer, South Division, SD&SWM Sector invites tender from reliable, resourceful, bonafide and experienced agencies having successfully completed any similar nature of work in Government/Govt. Undertaking/Autonomous Bodies/Statutory Bodies and Local Bodies of value not less than i) **40% of the estimated amount in a single contract OR ii) two contracts each of at least 30% of the estimated amount OR iii) single running work having completed 80% or more and value of which is not less than as in i) above, during last 5 (five) years from the date of issue of this e-NIT.**

Sl. No.	Name of Work	Estimated amt. Put to tender (with 18% GST, 1% Cess) (Rs)	Earnest Money Deposit (Rs)	Time of Completion	Cost of Tender Document
1.	Cleaning Jungles, silt clearance of Suti Khal from BSNL Gopalpur towards Barua Para in ward No-11 under Maheshtala Municipality.	₹ 10,21,336.00	₹ 20,427.00	90 Days	NIL
2	Bullah piling work for protection of approach road to 16 Bigha and playground near 16 Bigha area under Maheshtala Municipality.	₹ 27,30,057.00	₹ 54,601.00	120 Days	NIL

Intending bidder may download the tender documents from <https://wbtenders.gov.in> directly with the help of Digital Signature Certificate. Date & time of uploading e- NIT is **28.10.2024 at 17:00 hrs** & last date & time for online submission in the tender **14.11.2024 up to 18:00 hrs**. Further details may be had from the detailed NIT at the office of the undersigned or from the KMDA web site: www.kmdaonline.org. The Authority reserves the right to reject or accept any or all tender without assigning any reason.

1. Intending bidders may download the tender document from <https://wbtenders.gov.in> directly with the help of his/her Digital Signature Certificate and the Earnest Money should be deposited online either by Net Banking (through any Nationalised Bank/Scheduled Bank) or through RTGS/NEFT as per requirement of the system, as per GO no. 3975-F(Y) dt. 28.07.2016 of Finance Department, Government of West Bengal. Further details may be available from the office of the undersigned or from the KMDA website: www.kmdaonline.org.

2. 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 recorded as per service clock.

- (b) 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 (TIA) will be final and in no case challenge against such decision will be entertained.

3. Time schedule and important information for downloading, uploading and opening of the Tender Documents:

No.	Item	Detailed time schedule
a)	Date & time of uploading (publishing) of e-NIT and other documents (online)	: 28.10.24 17:00hrs
b)	Documents download starting date (Online)	: 28.10.24 at 18:00 hrs
c)	Starting date & time for submission of tender through on line	: 28.10.24 at 18:00 hrs
d)	Documents download ending date (Online)	: 14.11.24 up to 18:00hrs
e)	Last date & time limit for submission of tender through on line	: 14.11.24 up to 18:00 hrs
f)	Scheduled date & time for opening the Part-I tender document (Technical Bid)	: 18.11.24 after 13:00 hrs
g)	Date of uploading the List of technically qualified bidders (Online)	: To be notified later in https://wbtenders.gov.in
h)	Scheduled date & time for opening Part-II tender document (Financial Bid)	: To be notified later in https://wbtenders.gov.in
No financial information should be uploaded to the folder marked for technical bid.		

Tenders will be opened by the **Executive Engineer , South Division, SD&SWM Sector, KMDA** or his authorized representative in presence of the tenderer or their authorized representatives who may like to be present.

Price per copy of the complete set of tender documents for formal agreement (including printed tender Form-1) to be submitted by the vendor awarded the work:

Rs. 300/- for each set for works above 2.00 Lakh & up to 50 lakh.

4. Eligible criteria for the bidders:

A) The bidders should have the credentials as detailed below:

The prospective bidders shall have satisfactorily completed any similar nature work, as a prime agency, under the authority of State/Central Government, State/Central Government undertaking/ Autonomous Bodies/Statutory bodies constituted under the statute of the State/Central Government or local bodies during the last **5 (five)** years, prior to date of issue of this notice of value not less than

- i) **40%** of the estimated amount in a single contract OR
- ii) two contracts each of at least **30%** of the estimated amount OR



- iii) single running work having completed **80%** or more and value of which is not less than as in (i) above,

B) Other terms and conditions of the credentials:

- i) Payment certificate only will not be treated as credential.
- ii) Completion Certificate issued by the Executive Engineer or equivalent competent authority of a State/Central Government, State/Central Government undertaking, Autonomous/Statutory bodies constituted under the statute of the State/Central Government or local bodies 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 the Executive Engineer or equivalent or competent authority of a State/Central Government, State/Central Government undertaking, Autonomous/Statutory bodies constituted under the statute of the State/Central Government or local bodies. **The Completion Certificate should indicate the value of the work (equal to booked expenditure).**

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

C) Joint Ventures/Consortiums are not allowed to participate in the bid.

D) Earnest Money:

The tenderer shall have to deposit requisite initial earnest money along with the tender document in prescribed manner failing which the tender shall be rejected and treated as non-responsive. Scan copy of Acknowledgement slip of Remittance of **EMD** to be uploaded during the online submission of the tender and the **L1 bidder shall submit the copy of the Acknowledgement to the Tender Inviting Authority before issuance of LOI.**

The balance earnest money ,if any, to fulfill 2 (two) percent of **the tendered value is to be deposited before the time of execution of formal agreement.**

5. Security Deposit :

It is **10%(tenpercent)** of the Contract Price , as per Memorandum vide no. 796-F(Y) dated 25.02.2022. The amount already deposited as Earnest Money Deposit (EMD) will be converted as initial security deposit. 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 realized.

6. Additional Performance Security:

@ **10%** of the tendered amount in the form of Bank Guarantee from a Scheduled Bank, valid up to the date of completion of the contract, shall have to be submitted by the successful bidder, if the accepted bid value is 80% or less than the estimated/DPR amount.

If the bidder fails to submit 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. 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 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.

Necessary provisions regarding deductions of Security Deposit from the progressive bill of the Contractor as per relevant clauses of the contract will in no way affected/alterd by this Additional Performance Security.

7. List of common documents shall have to be uploaded by each tenderer at the time of Tender through online:

- i) Certificate of Incorporation/Registration of firm or company
(Memorandum and Articles of Association, if any)
- ii) Deed of Partnership (constituted/reconstituted/amended, if any)
(only for Partnership Firms)
- iii) Income Tax Return (for the last 3 financial years)
- iv) PAN Card
- v) GST registration certificate with up-to-date challan
- vi) Latest Professional Tax paid challan and P-Tax Enrolment Certificate.
- vii) Latest valid Trade License
- viii) 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
- ix) Current Bank Solvency Certificate (of minimum **25%** of quoted amount) from a scheduled bank recognized by the Government of India, obtained within **6 (Six)** month from the date of publishing of NIT.
(not necessary for works below 25 lacs)
- x) Audited Balance Sheet (for the last 3 financial years)
(not necessary for work value below 25 lacs)
- xi) Provident Fund Registration Certificate with up-to-date challan) (mandatory for work value above 25 lacs).**
- xii) ESI Registration Certificate with up-to-date challan(mandatory for work value above 25 lacs).**
- xiii) Affidavit before Notary mentioning the correctness of the documents and declaration of penalty or debarment etc., before the issuance of this NIT.

8. 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 Diploma holder.

9. The prospective bidders must not have been debarred to participate in any tender invited 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 as non-responsive).

10. Language of Tender:



The bid and all related correspondences and documents shall be written in the English language. Supporting documents and printed literature furnished by the eligible bidder with the proposal may be in any other language if they are accompanied by an appropriate translation into English. Supporting materials that are not translated into English shall not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

11. All materials required for execution of the work (as per BOQ) shall be supplied by the contractor at their own risk and cost.
12. Bid shall remain valid for a period not less than 120 days (one hundred twenty days) 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 without assigning any reason thereof.
13. 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.
14. 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.
15. During scrutiny, if it is come to the 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 the list of qualified agency and beyond that time schedule no objection will be entertained by the Tender/Bid Evaluation Committee.

16. 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>.

GENERAL INSTRUCTIONS FOR E-TENDERING

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. 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://wbtenders.gov.in>. The Contractor is to click on the link (online Bidder Enrolment) for e-tendering site.

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://wbtenders.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.

1.3. Submission of Tenders:

General Process submission:

Tenders are to be submitted through online to the website stated in Sl. No. 2 (a) above 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.

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. Certificate of Incorporation/Registration of firm or company (Memorandum and Articles of Association, if any).
- ii. Deed of Partnership (constituted/reconstituted/amended, if any) (only for Partnership Firms)
- iii. Income Tax Return (for the last 3 financial years)
- iv. PAN Card
- v. GST registration certificate with up-to-date challan
- vi. Latest Professional Tax paid challan and P-Tax Enrolment Certificate.
- vii. Latest valid Trade License

viii. 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



- ix. Current Bank Solvency Certificate (of minimum **25%** of quoted amount) from a scheduled bank recognized by the Government of India, obtained within **6 (Six)** month from the date of publishing of NIT.
(not necessary for works below 25 lacs)
- x. Audited Balance Sheet (for the last 3 financial years)
(not necessary for works below 25 lacs)
- xi. Provident Fund Registration Certificate with up-to-date challan
(mandatory for work value above 25 lacs).
- xii. ESI Registration Certificate with up-to-date challan. **(mandatory for work value above 25 lacs).**
- xiii. Affidavit before Notary mentioning the correctness of the documents and declaration of penalty debarment etc.

NOTE:

Failure of submission of any of the above-mentioned documents, as stated in 2. a) & 2. b) of the General Instructions for e-tendering, will render the tender liable to summarily rejected for both statutory and non- statutory cover.

3. Financial Bid

- a) 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 GST and of all incidental fees, taxes and duties etc.**) through online in space marked for quoting rate in the BOQ.
- b) Only downloaded copies of the above documents are to be uploaded, virus scanned & digitally signed by the contractor.

4. Opening & Evaluation of Tender

- a) Technical Bid will be opened by the Executive Engineer ,South Division, SD & SWM 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.
- b) Decrypted (transformed in to a readable formats) documents of the non-statutory folder will be downloaded & handed over to the evaluation committee.
- c) List of technically qualified bidders will be uploaded only onto the designated Government website - <https://wbtenders.gov.in>.

NB: (1) While evaluation, the Bid Evaluation Committee may summon 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.

(2) The Bid Evaluation Committee reserves the right to ignore minor deficiencies at their discretion. No challenge whatsoever against such decision of the said committee will be entertained.

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.

6. Penalty for suppression/distortion of facts:

Submission of false document by tenderer is strictly prohibited.

Before participating in tender , bidder may go through the tender clause. no. 46 of SPECIAL TERMS AND CONDITIONS OF THE CONTRACT (CIVIL) for information about debarment clause.

Executive Engineer
South Division,
SD&SWM Sector, KMDA

Memo no. : 185 / EE/South /SD&SWM/KMDA/N-03

Date: 22.10.2024

Copy forwarded for kind information and necessary action to:

1. The Chief Executive Officer, KMDA
- 2.-10. The Chief Engineer, SD Sector/SWM Sector /Water Supply, W and S Sector/ GAP Sector/ Housing Sector/ R&B Sector/ E&AM Sector/ PM&C Sector/ EM Sector, KMDA
11. The Director of Finance, KMDA
- 12.-16. The Superintending Engineer, Planning Circle/Programme Circle-I/ Programme Circle.-II/ South Circle/ North Circle, SD&SWM Sector, KMDA
- 17.The Accounts Officer, SD&SWM Sector, KMDA.
18. The Deputy Secretary, P.R.O., KMDA along with **5 (five)** hardcopies of the e-NIT for publication in at least three leading daily News Papers and uploading this NIT on KMDA website and Government of West Bengal website.
19. The Sr. Account Assistant, South Divn..SD&SWM Sector, KMDA.
20. The Notice Board, Executive Engineer, South Division, SD&SWM Sector, KMDA.

Executive Engineer
South Division,
SD&SWM Sector, KMDA



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 authorized 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 “Executive Engineer” ,“Superintending Engineer” and “Chief Engineer” appearing anywhere in the printed tender form shall mean the concerned Executive Engineer, 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 labours will have to be local labour. Normally, without the consent of the Engineer-in-Charge, no unskilled labours shall be imported from any district other than that where the work is to be executed imported. Labours 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 an 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 & LEVEL 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 EIC 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. Pre-work and Post-work level section & cross section with 30m interval of the canal/channel/drain have to be measured & level books have to be maintained properly at site during execution.
- 21.3. 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.).
 - (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 relive 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 3rd 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 3rd 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. 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 **15 (Fifteen)** 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. 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.

32. 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.

32.1. 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.

33. SECURITY DEPOSIT:

It is **10 % (tenpercent)** of the Contract Price , as per Memorandum vide no. 796-F(Y) dated 25.02.2022. The amount already deposited as Earnest Money Deposit (EMD) will be converted as initial security deposit. 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 realized.

The security deposit will be deducted from each and every Running Bill and Final Bill (during both construction and operation and maintenance period) without any upper ceiling limit.

34. **Additional Performance Security@ 10%** of the tendered amount in the form of Bank Guarantee from a Scheduled Bank, valid up to the date of completion of the contract , shall have to be submitted by the successful bidder, if the accepted bid value is 80% or less than the estimated amount.

If the bidder fails to submit 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.

The Bank Guarantee shall be returned immediately on successful completion of the Contract, i.e.on completion of construction and **12(twelve)** months period of operation and maintenance. 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.

35. Necessary provisions regarding deductions of Security Deposit from the progressive bill of the Contractor as per relevant clauses of the contract will in no way affected/alterd by this Additional Performance Security.

36. **GUARANTEE AND MAINTENANCE**

The Contractor shall stand guarantee for the works done by him for a period of **12 (twelve)** 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.

37. **RELEASE OF SECURITY DEPOSIT**

Release of full security deposit shall be made only after **12 (twelve)** months from the date of successful completion of the work. This supersedes the clause 17 of tender form no.1. No Part payment of security deposit will be released before the completion of contact period.

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. 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.
- 41.5. 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 Executive Engineer, South Divn., SD & SWM Sector, KMDA will be final & binding upon the Contractor.
- 41.6. 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, Sibpur or Indian Institute of Technology, Kharagpur etc., and the cost of which shall be borne by the contractor.
- 41.7. All necessary tests as suggested by the E.I.C. relating to the works shall be conducted by the contractor at their own cost.
- 41.8. 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.
- 41.9. 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.
- 41.10. The agency may Visit the working site before quoting their rates.
- 41.11. All the Civil drawings submitted by the agency shall have to be approved by the Executive Engineer, South Divn. , SD & SWM Sector, KMDA. No extra Claim shall be entertained by the department for executing shoring/sheet pilling/dewatering that shall be necessary as per site condition.



42. ACCEPTANCE OF TENDER

The acceptance of tender will rest with the concerned Executive Engineer, SD & SWM 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 Executive Engineer, SD & SWM 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 6 **(Six)** 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, SD&SWM 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, SD&SWM 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. PENALTY FOR SUPPRESSION / DISTORTION OF FACTS:

(a) During scrutiny in any stage of the tender process, if it comes 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 Bid will be out rightly rejected without any prejudice with forfeiture of earnest money forthwith.

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



A. GROUNDS FOR SUSPENSION / DEBARMENT / RESTRICTION

- i) Submission of eligibility requirements containing false/fabricated 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 affidavit/self-declaration/undertaking to the effect of any previous debarment /suspension / restriction imposed by any authority of State / Central Govt., State / Central Govt. Undertaking / Statutory Bodies constituted under the statute of the Central/State Govt.
- 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 fully and faithfully comply with its contractual, obligations without valid cause, or failure by the contractor to comply with any written lawful instruction of the procuring entity or its representative(s) 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 consultants 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:-** S1. No. 6.2.A (i) to 6.2.A (xvi) to be considered as first degree of offense.

ii) **Second degree of offence:-** Any one of the offences as mentioned under 6.2.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 1st 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 2nd Degree of offense:-** Disqualifying a bidder from participating in any tender process under Kolkata Metropolitan Development Authority for a period of **3(three) years**



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 Executive Engineer ,
South Division,
SD & SWM Sector
Kolkata Metropolitan Development Authority,
Baghajain ,STP Complex, Kolkata-700094

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

e-NIT No. _____ **Sl. No.** _____

Amt. put to tender(Rs.) : _____

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 _____ 20..... .

(Signature)

1.Full name of applicant :

2.Designation:

3.Name of Firm:

4. Company Seal

5.Office Address : _____

6. Telephone No. (office) : _____ **7. Mobile No. (valid) :** _____

8. Whatsapp No.(valid) : _____

9. 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 Authorization 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 _____, 20.....

For (Signature, Name, Designation and Address)

Witnesses:

1) _____



2) _____

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

(BEFORE NOTARY MENTIONING THE CORRECTNESS OF THE DOCUMENTS

AND DECLARATION OF PENALTY, DEBARMENT ETC.)

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

One Affidavit before Notary 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., and 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.

(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 South Division , SD & SWM Sector , KMDA
- V. b) I/We declare that the under noted personnel of South Division , SD & SWM Sector , 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:

Undertaking stating the bidder is not Blacklisted or Bankrupted

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

Date: *<insert date>*

Place: *<insert place>*

**To
The Executive Engineer ,
South Division,
SD & SWM Sector
Kolkata Metropolitan Development Authority,
Baghajatin, STP Complex, Kolkata-700094**

Subject: Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted or debarred and terminated for unsatisfactory performance with any of the Government agencies

Dear Sir,

As required under the NIT of Kolkata Metropolitan Development Authority, titled: Notice Inviting Tender (NIT) for “<NAME OF THE WORK>” and NIT Reference Number: *<insert number>*, we would like to make the following disclosure:

We are not being under ineligibility for corrupt or fraudulent practices.

We were not blacklisted nor were any of the contract/services terminated with/by any of the Central/State Government Ministries/ Affiliates or UT Government/PSU Organizations for projects in India or elsewhere during the last 5 years, before issuance of this NIT.

We have not been declared insolvent/ bankrupt or have not filed for insolvency/ bankruptcy or in the process of being declared bankrupt before any designated authority in any country, before issuance of this NIT.



Kolkata Metropolitan Development Authority

We have not been debarred or terminated for any unsatisfactory performance.

Yours truly,

<Signature>

<Insert Name><Insert Designation>



Annexure 7:

FORMAT OF THE BANK GUARANTEE FOR ADDITIONAL PERFORMANCE SECURITY DEPOSIT

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

**To
The Executive Engineer ,
South Division,
SD & SWM Sector
Kolkata Metropolitan Development Authority,
Baghajatin, STP Complex , Kolkata-700094**

WHEREAS..... [name and address of Contractor] (hereafter called "the Contractor") has undertaken, in pursuance of e-NIT No:..... /EE/ South /SD&SWM/KMDA of 20.... -.....dt. and Tender No.:/EE/South/SD&SWM/KMDA of 20.....-20.... [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 hereto, 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 for 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 may be 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 upto [date upto contract period] it come into force with immediate effect and shall remain in force and valid for a period upto the time of completion of the work under the stated contract plus defect liability period 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. upto of this guarantee all our liabilities under this guarantee shall cease to exist.



Signed and sealed this day of 20.... .

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.