



**Office of the Superintending Engineer,
Planning Circle, SD & SWM Sector, KMDA**

eNIT No.: 07/SE(Plg)/SD&SWM/KMDA of 2023-2024
Memo No.: 53/SE(Plg)/SD&SWM/KMDA/W-125/23-24

Dated: 18.01.2024
Dated: 18.01.2024

Abridged e-NIT

Invitation: - Superintending Engineer, Planning Circle, SD & SWM Sector invites online tender in two parts viz. Part-I & Part-II from reliable, resourceful, bonafied and experienced agencies having successfully completed similar nature of Drainage/Sewerage work of Brick Masonry or Concrete make 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 NIT.

Table-1

Sl No	Name of work	Estimated Cost (Rs)	EMD (Rs)	Time of Completion
(1)	(2)	(3)	(4)	(5)
1.	Construction of covered storm water brick surface drain from Baikunthapur More Old BL and LRO Office to Milan Pally Durga Puja Math via Jajer Bagan, Master Para, Nabin Sangha Cub, Pirtala, Ram Bhawan and Kadamtola at ward no. 14 under Rajpur-Sonarpur Municipality	Rs. 2,63,18,648.00	Rs. 5,26,373.00	8 months

Intending bidder may download the tender documents from <https://wbtenders.gov.in> directly with the help of Digital Signature Certificate. Date of uploading e-NIT is **29.01.2024** & last date & time for online submission in the tender is **23.02.2024 up to 18:50 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.

Superintending Engineer,
Planning Circle
SD & SWM, KMDA

Copy forwarded for information & necessary action to: -

- 1 The C.E.O, KMDA.
- 2 The Director of SUDA and State Mission Director, MNB (U).
- 3 The DGO, SD&SWM Sector, KMDA.
- 4 The DOF, KMDA.
- 5 The Joint Secretary (Works), KMDA.
- 6 The Chairman, Rajpur Sonarpur Municipality.
- 7 The Chief Engineer, Water & Sanitation /P & M Cell/ E & M Sector, KMDA.
- 8 The Chief Engineer, SD & SWM Sector, KMDA.
- 9 The Deputy Secretary, Public Relation Cell, KMDA along with 4 (four) copies of this e-NIT for Publication in three leading News Papers and for display this NIT in KMDA Web Site.
- 10-11 The SE, South Circle / North Circle / Programme Circle, SD&SWM, Sector, KMDA.
- 12-16 The Executive Engineer, Planning/South/WBD/EBD/Central Div. SD&SWM Sector, KMDA.
- 17 The A.C.F.A, SD&SWM Sector, KMDA.
- 18 The Estimator, Planning Circle, SD & SWM Sector, KMDA.
- 19 The Notice Board, Planning Circle, SD & SWM Sector. KMDA.



Superintending Engineer,
Planning Circle
SD & SWM, KMDA



**Office of the Superintending Engineer
Planning Circle, SD & SWM Sector, KMDA
Block- 'A', 5th Floor, Unnayan Bhavan,
Salt Lake City, Kolkata-700091**

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Memo No.: 53/SE(Plg)/SD&SWM/KMDA/W-125/23-24

Dated: 18.01.2024
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Detailed e-NIT

Invitation: - Superintending Engineer, Planning Circle, SD & SWM Sector invites online tender in two parts viz. Part-I & Part-II from reliable, resourceful, bonafied and experienced agencies having successfully completed similar nature of Drainage/Sewerage work of Brick Masonry or Concrete make 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 NIT.

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The Authority reserves the right to reject or accept any or all tender without assigning any reason.

- Intending bidder may download the tender documents from <https://wbtenders.gov.in> directly with the help of Digital Signature Certificate. As per order of KMDA earnest Money will be deposited by the bidder electronically: online through his net banking enabled bank account, maintained at any bank **or** offline through any bank by generating NEFT/RTGS Challan from the e-tendering portal. Intending Bidder will get the Beneficiary details from e-tender portal with the help of Digital Signature Certificate and may transfer the **EMD** from their respective bank as per the Beneficiary Name and Account No., Amount, Beneficiary Bank Name (ICICI) and IFSC Code and also e-procurement ref. no.
- 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.
b) The financial Bid of the prospective bidder will be opened only if the bidder qualifies in the Technical Bid. Decision of the Tender Inviting Authority will be final and binding to the bidder and any challenge against such decision will not be entertained.

3. Time Schedule and Important information for Downloading, Uploading and Opening of Tender Documents :-		
No	Item	Details

3.1	Location of Work Site	:	Within the Rajpur Sonarpur Municipality.
3.2	Date, time & Place of Pre-bid meeting	:	12.02.2024 at 12:30 Hrs at the office of the SE(Planning Circle),SD&SWM, KMDA
3.3	Submission of hard copy Bid documents	:	The original bid documents including KMDA Form No: 1 shall be submitted duly signed and sealed on all pages after selection of the contractor before award of the work.
3.4	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. 600/- for each set.
3.5	Date of uploading (Publishing) of NIT Documents (Online)	:	29.01.2024 after 15:00 Hrs
3.6	Documents download start date (Online)	:	29.01.2024 after 18:00 Hrs
3.7	Start date & time for Bid submission (Online)	:	29.01.2024 after 18:30 Hrs
3.8	Documents download end date (Online)	:	23.02.2024 up to 18:30 Hrs
3.9	Last date & time limit for submission of tender through online	:	23.02.2024 up to 18:50 Hrs
3.10	Scheduled date & time for opening the Part-I tender document	:	27.02.2024 after 14.00 Hrs
3.11	Scheduled date & time for opening Part-II tender document	:	To be intimated later on

Tenders will be opened by the Superintending Engineer, Planning Circle, SD & SWM Sector, KMDA or his authorized representative in presence of bidders or the authorized representatives who may like to be present.

4. Eligible criteria for the bidders:

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

The prospective bidders shall have satisfactorily completed, as a prime agency during the last 5 (five) years, prior to date of issue of this notice, construction of at least one any drainage work or sewerage work of Brick Masonry or Concrete make having value of 40% of the estimated amount put to tender, or must have completed same nature of multiple works (more than one) of 30% of the estimated amount put to tender or must have completed 80% of work of a running project of same nature, in a single tender, amounting to 40% of the estimated amount put to tender, 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.

B) Other terms and conditions of the credentials:

- i) Payment certificate 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) Scanned copy of Certificate of Incorporation/Registration of firm or company (Memorandum and Articles of Association, if any), PAN Card, Professional Tax Certificate with up-to-date challan, valid Income Tax Returns (for last 3 financial years), valid 15 digit Goods and Services Taxpayer Identification Number (GSTIN) under GST Act, 2017 and up-to-date challan, latest valid Trade License, last 3 financial years' audited Balance Sheet, Credentials, Work Orders, Completion Certificates, Payment Certificates, Bank Solvency Certificate (of minimum 25% of estimated amount put to tender) within one year from the date of publishing of NIT, valid Provident Fund Registration Certificate with up-to-date challan, ESI Registration Certificate with up-to-date challan and other supporting documents, valid Electrical Contractor's License and Supervisory License, Registration Certificate and/or trade license for supply of machineries must be submitted duly digitally signed at desired location in the website <https://wbtenders.gov.in>.
- D) Scanned Copy of one affidavit before Notary will have to be submitted mentioning the correctness of the documents and a declaration of penalty debarment etc. faced by him under any Government/Semi-Government/Autonomous Body/Institution through online at desired location.
- E) Joint Ventures/Consortiums are not allowed to participate in the bid.
- F) **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. The balance earnest money if any to fulfil 2 (two) percent of the estimated value is to be deposited before the time of execution of formal agreement.

5. Security Deposit:

The amount of Security Deposit will be 10 % of the contract value, as per Memorandum, vide No. 796-F(Y) dated 25.02.2022 of the Finance Department, Government of West Bengal. 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 work, 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/altered 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) All annexure as annexed.
- ii) Certificate of Incorporation/Registration of firm or company
(Memorandum and Articles of Association, if any)
- iii) Deed of Partnership (constituted/reconstituted/amended, if any)
(only for Partnership Firms)
- iv) Income Tax Return (for the last 3 financial years)
- v) Audited Balance Sheet (for the last 3 financial years)
- vi) PAN Card
- vii) GST registration certificate with up-to-date challan
- viii) Latest Professional Tax paid challan and P-Tax Enrolment Certificate.
- ix) Latest valid Trade License
- x) Provident Fund Registration Certificate with up-to-date challan

- xii) Technical Credential
 - a) Work Order
 - b) Completion Certificate for the work completed/running
 - c) BOQ of work or price-breakup schedule
 - d) Payment Certificate of the said work
 - xiii) Current Bank Solvency Certificate (of minimum 25% of quoted amount) from a scheduled bank recognized by the Government of India, obtained within one year from the date of publishing of NIT.
 - xiv) 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 Degree holder and one Civil Engineering Diploma holder (authenticated documents in respect of qualification and engagement shall be furnished for Technical Evaluation).
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 180 days (One Hundred Eighty 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 agencies 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>.



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**Superintending Engineer, Planning Circle.
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 authorised to carry out on behalf of the Engineer-in-Charge, general supervision, issue of day-to-day instructions and to approve materials and workmanship.
- 3.6. The words "Superintending Engineer" and "Chief Engineer" appearing anywhere in the printed tender form shall mean the concerned Superintending Engineer and the Chief Engineer of the particular wing of Sector concerned respectively.

4. CHARACTER OF SITE

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

5. INCIDENTAL FEES

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

6. STATUTORY OBLIGATIONS

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

7. SAFETY PRECAUTIONS

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

8. IDLE LABOUR

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

9. TRANSPORT

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

10. PUMPING, DEWATERING ETC.

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

11. WATER AND ELECTRICITY

The Contractor shall have to make his own arrangement for adequate supply of water and for electrical power that may be required for or in connection with execution of the work. All these will have to be

done at contractor's own cost and expense and no separate payment for any of these shall be made, the cost thereof being deemed to be included in the rate for the work.

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

12. CLEARANCE OF SITE

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

13. SERVICEABLE MATERIALS

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

14. UNSERVICEABLE MATERIALS

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

15. QUALITY OF MATERIALS

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

16. MATERIALS AND LABOUR

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

17. UNSKILLED LABOUR

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

18. CONTRACTOR'S AGENT OR REPRESENTATIVE

- 18.1. The contractor shall not assign the agreement or sublet any portion of the work. The contractor shall appoint 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

- 21.1. The contractor shall within 7 (seven) days of the receipt of the order to take up works, supply at his own cost SITE ORDER BOOK to Assistant Engineer concerned. The site order book shall be kept at the site of work under the custody of the Assistant Engineer or his authorised representative. The site order book shall have machine numbered pages in triplicate. Directions or instructions from KMDA officials issued to the contractor will be entered (in triplicate) in the site order book (except when such directions or instructions are given by the separate letters). The contractor or his authorised representative shall regularly note the entries in the site order book and also record thereon the action taken or being taken by him complying with the said directions or instructions or any relevant point relating to the work, contractor or his authorised representative may take away the duplicate page of the work order book for his own record.
- 21.2. The first page of the work order book shall contain the following particulars:

- (a) Name of the work.
- (b) Reference to contact no.
- (c) Date of opening the site order book.
- (d) Name and Address of the Contractor (with phone no. if any).
- (e) Signature of the contractor.
- (f) Name and Address of the authorised representative who is authorised to act on behalf of the Contractor.
- (g) Specific purposes for which the contractor's representative is authorised to act on behalf of the Contractor.
- (h) Signature of the authorised representative duly 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 or 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 30 (Thirty) days from the date of receipt of the letter of acceptance of his Tender or the provisional work order, whichever is later, failing which the contract will be liable to termination with forfeiture of the amount of initial security as per detailed N.I.T. that may be lying with KMDA at that time without any reference to the contractor.

31. GUARANTEE AND MAINTENANCE

The Contractor shall stand guarantee for the works done by him for a period of **1 (One Year)** from the date of completion of work. Full security deposit shall be refunded to the contractor on expiry of **1 (One Year)** from the actual date of completion of the work. Any defects and short comings due to defective construction shall have to be made good by the Contractor at his own cost and expense inclusive of all cost of materials and labours. The Contractor shall have to make good the damages due to natural wear and tear at his own cost and expense inclusive of all cost of materials and labours. The Contractor shall have to maintain the assets for the entire guarantee period. The rate to be quoted by the Contractor shall be inclusive of all such costs.

32. REGISTRATION OF ESTABLISHMENT AND COLLECTION OF CESS

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

33. EARNEST MONEY

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

The Earnest money will be forfeited:

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

33.1. DEPOSITION OF ADDITIONAL EARNEST MONEY FOR SUCCESSFUL TENDERER

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

34. SECURITY DEPOSIT:

The amount of Security Deposit will be 10 % of the contract value, as per Memorandum, vide No. 796-F(Y) dated 25.02.2022 of the Finance Department, Government of West Bengal. 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.

35. **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 work, 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 upon expiry of 1 year defect liability period**. 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.

36. RELEASE OF SECURITY DEPOSIT

Full security deposit shall be refunded to the contractor on expiry of **1 (One) Year** from the actual date of successful completion of the work. This supersedes the clause 17 of tender form no.1.

37. 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.

38. 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.

39. 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.

40. SUSPENSION & DEBARMENT OF CONTRACTOR

The detailed procedure for taking penal measures of suspension and debarment of suppliers, contractors and consultants delineated in **memorandum no. 547-W(C)/1M-387/15 Dated 16.11.2015** and its subsequent amendment notified vide **memorandum no. 724-W(C)/1M-953/19 Dated 19.12.2019** of Works Branch, PWD, GoWB shall be followed for debarment & suspension of bidders & agencies selected for executing public works for their false declaration or forgery or falsification of records submitted or failure to execute committed contract or for their failure to perform contractual obligations and thereby resulting delay for execution of public works or execution of faulty works.

41. NECESSARY INFORMATIONS REGARDING TENDER

- 41.1. No claim will be entertained due to delay in making payment of any bill related to work.
- 41.2. No extra claim will be entertained for any change in design and drawing that in the opinion of the Superintending Engineer may be necessary for the work.
- 41.3. No departmental materials will be supplied to the agency. Consumption of such materials will be calculated from measurements entered in measurement book of the department and will be checked with the procurement challan.
- 41.4. Terms of payment: interim payments against individual items of price schedule on percentage pro-rata basis depending on the progress of the concerned items of the work accepted by the EIC. In case of any dis-agreement between the E.I.C & Contractor, the decision of the Superintending Engineer will be final and binding upon both the parties.
- 41.5. The rates against different items should be reasonable and commensurate with one another. Any rate which in the opinion of the authority accepting tenders, is absurdly high or absurdly low in comparison to the quoted rates of other items may lead to rejection of the tender.
- 41.6. All the specifications stated in the tender documents shall form overall scope of the work. In case of any dispute regarding the works, the decision of the Superintending Engineer (Civil), North Circle, SD&SWM Sector will be final & binding upon the Contractor.
- 41.7. If required, designs and drawings submitted by the agency shall have to be checked and verified by any recognized University/Institute i.e., Jadavpur University, Indian Institute of Engineering, Science and Technology, Shibpur or Indian Institute of Technology, Kharagpur etc., and the cost of which shall be borne by the contractor.
- 41.8. All necessary tests as suggested by the E.I.C. relating to the works shall be conducted by the contractor at their own cost.
- 41.9. Any left-out components stated in the specification of the pay items of the tender documents shall have to be done by the tenderer without having any extra claim.

- 41.10. Rate shall be quoted in the respective items as specified in the price schedule of the tender document only not in tender form no. 1.
- 41.11. The agency may Visit the working site before quoting their rates.
- 41.12. All the Civil drawings submitted by the agency shall have to be approved by the Superintending Engineer (Civil), North Circle, SD&SWM Sector, KMDA.
- 41.13. No extra Claim shall be entertained by the department for executing shoring/shit pilling/dewatering that shall be necessary as per site condition.

42. ACCEPTANCE OF TENDER

The acceptance of tender will rest with the concerned Superintending Engineer (Civil), North Circle, 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 North Circle, 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 5 (Five) additional copies of the full set of the contract documents.

- 44.1. The documents required for the additional copies of the contract will have to be purchased by the contractor from the office of the concerned Executive Engineer, 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 shall perform necessary survey along the alignment of the drain and temporary Bench Mark shall be marked over permanent structure.

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, tape setc and other things that may be required for this purpose. The sight Rails shall be fixed at suitable intervals which should not be more than 30.0 M. apart.

46. The excavated earth from trench shall not be the property of the contractor. A part of the excavated earth shall be utilised for filling of low lying area nearby. The contractor shall have to fill up the low lying area with the excavated earth as per direction of EIC and remaining excavated materials shall be removed by the contractor as directed by EIC].



**Superintending Engineer, Planning Circle.
SD&SWM Sector, KMDA**

Annexure-1

APPLICATION FOR TENDER

To
The Superintending Engineer
Planning Circle, SD&SWM SECTOR, KMDA

Tender No.

Serial No. of Work applied for:

Amount put to tender:

Dear Sir,

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

Dated this _____ day of _____ 202__

Full name of applicant: _____

Signature: _____

In the capacity of: _____

Duly authorized to sign bids

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

(In block capitals or typed)

Office address:

Telephone no(s) (office): _____

Mobile No. _____

Fax No. _____

E-mail ID: _____

Annexure-2

Affidavit Format

One Affidavit before Notary will have to be submitted mentioning the correctness of the documents and Declaration of penalty, debarment etc. faced by the declaring under any Govt / Semi- Govt / Autonomous body / Institution / local body in hard copy along with Form no 1 above within stipulated date & time.

Points/Declaration to be furnished in the AFFIDAVIT

- i) I (Name), Son of (Father's Name), residing at (Residential Address) having office at (Business Address) do hereby solemnly affirm and declare as follows:
- ii) Partnership Details:
- iii) Reference NIT No, Sl. No.
- iv) All Documents submitted by me are genuine, authentic, true and valid.
- v) All information furnished is 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 nor debarment was made against me or against the firm in any way at any Govt. /Autonomous Body/Institution.
- vii) That I am a citizen of India.

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

Annexure 3:

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

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

POWER OF ATTORNEY

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

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

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

For (Signature, Name, Designation and Address)

Witnesses:

- 1) _____
- 2) _____

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 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 Planning Circle, SD&SWM Sector of KMDA.
- b) I/We declare that the under noted personnel of Planning Circle, SD&SWM Sector of KMDA is related to me/us.

Name	Relationship	Designation with office address
Sri

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

(Dated & Signature of the Tenderer)

Annexure 6:
FORMAT OF THE BANK GUARANTEE FOR ADDITIONAL PERFORMANCE SECURITY DEPOSIT

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

To
The Superintending Engineer (Civil)
Planning Circle
Sewerage, Drainage and Solid Waste Management Sector
Kolkata Metropolitan Development Authority

WHEREAS..... [name and address of Contractor] (hereafter called “the Contractor”) has undertaken, in pursuance of e-NIT No:..... and Tender No.:/SE(Plng)/SD&SWM/KMDA of 2023-2024 [Tender No.], to execute the work of “**NAME OF THE WORK**” (hereinafter called “the Contract”).

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

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

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

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

We (indicate the name of the Bank & Branch) further agree to pay to you any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suite or proceeding pending before any court or Tribunal relating thereto, our liability under this Present Absolute and unequivocal.

The payment/so made by us under this bond shall be a valid discharge of our liability 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 maybe made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of the such change addition or modification.

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

This Guarantee shall be valid upto [date of completion] 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 claim period of six months for the Bank Guarantee. Notwithstanding, anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees in words) and unless a claim in writing is lodged with us within the validity period, i.e. upto..... of this guarantee all our liabilities under this guarantee shall cease to exist.

Signed and sealed this day of 2024 at

SIGNED, SEALED AND DELIVERED

For and on behalf of the BANK by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

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