

**OFFICE OF THE SUPERINTENDING ENGINEER  
SOUTH CIRCLE, W&S SECTOR, KMDA  
UNNAYAN BHAWAN, 1<sup>st</sup> FLOOR, BLOCK-C  
SALT LAKE, KOLKATA – 700 091**

No.67/SE(S)/WS/KMDA/TN-1/10(Part - XIII)

Dated: 04.03.2024

**Abridged e-Tender NOTICE**

**e-TENDERING NIT NO: 15/SE(S)/W&S/KMDA of 2023-2024, (3rd Call) Dated:04.03.2024**

Notice inviting e-Tender is invited by the **SUPERINTENDING ENGINEER, SOUTH CIRCLE, W&S SECTOR, KMDA** on behalf of the Kolkata Metropolitan Development Authority for the works mentioned in the list given below, through electronic tendering (e-tendering) from eligible reliable, resourceful, bonafide and experienced Firms / Companies / Individual contractors with financial capability having credentials as per Eligibility Criteria Stated below.

Sl. No	Name of Work	Estimated Amount Put to Tender (Rs.)	Earnest Money (Rs.)	Time of Completion
1	2	3	4	5
1.	"Design, Construction, Commissioning, Trial Run (3 Months) and Operation and Maintenance for 60 Months including Supply of Coagulants and Disinfectants as required for 3.99 MGD Capacity (20 Hrs. Operation) Surface Water Treatment Plant (WTP) with 10% Overloading (Both Civil & Electro-Mechanical works) with Space Savings Technology with treated water quality less than 1 NTU and 0.5 Clear Water Under Ground Reservoir (Both Civil & Electro-Mechanical works) and allied works all complete for Baruipur Municipality for surface water supply scheme of Baruipur Municipal Area, Phase –I under AMRUT 2.0 Scheme on Turn Key Basis." <b>Project code:10/Water &amp;Sanitation /KMA/32</b>	Rate to be Quoted	40,30,150.00	18(Eighteen) Months

**Note:** The bidders should not have adverse report for execution of any project work during last 5(five) years. This clause will lead for rejection of application even after fulfillment of other eligibility criteria.

**Eligibility Criteria:**

- i) Intending Tenderer should produce Credentials of successfully completed work at least 20% of the 3.99 MGD capacity Water Treatment Plant or Sewage Treatment Plant in single tender during last 5(five) years prior to the date of issue of this tender notice in any Govt./Semi-Govt. / Undertaking /Autonomous Bodies / Statutory Bodies and Local Bodies; or,
- ii) Intending Tenderer should produce credentials of one single running work of Credentials of Water Treatment Plant or Sewage Treatment Plant which has been completed to the extent of 70% or more (i.e, the capacity of WTP or STP should be at least 1.14 MGD) and capacity which is not less than the desired capacity at i) above. In case of running works in any Govt./Semi-Govt. / Undertaking /Autonomous Bodies / Statutory Bodies and Local Bodies, only those Tenderer who will submit the certificate of satisfactory running work from the concerned executive Engineer, or equivalent competent authority with required credentials will be eligible for the tender in the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executed agency, i.e., the Tenderer.
- **For JV/Consortium-**
- i)The lead partner must have credential and satisfactory completion of the similar nature of works (i.e. WTP or STP)having capacity not less than 50%of qualifying capacity [i.e 10% of the 3.99 MGD capacity Water Treatment Plant or Sewage Treatment Plant in single tenderduring last 5(five) years prior to the date of issue of this tender notice in any Govt./Semi-Govt. / Undertaking /Autonomous Bodies / Statutory Bodies and Local Bodies]  
**and** each of the other partners must have credential and satisfactory completion of similar nature of works (i.e. WTP / Intake Jetty / STP) and capacity shall meet individually not less than 25% of the qualifying capacity [i.e 5.0% each of the 3.99 MGD capacity Water Treatment Plant in single tender during last 5(five) years prior to the date of issue of this tender notice in any Govt./Semi-Govt. / Undertaking /Autonomous Bodies / Statutory Bodies and Local Bodies]

However the lead partner along with other partner /partners should jointly/combindly meet at least

100% of the qualifying capacity i.e. 20% of the 3.99 MGD capacity Water Treatment Plant or Sewage Treatment Plant in case of single contract.

- ii) Intending Tenderer should produce Credentials of a single running work (in form of JV/Consortium) which has been completed to the extent of 70% or more and fulfill the condition which is not less than the criteria fixed as on i) above (JV/Consortium). In case of running works in any Govt./Semi-Govt. / Undertaking /Autonomous Bodies / Statutory Bodies and Local Bodies, only those tenderers who will submit the certificate of satisfactory running work from the concerned executive Engineer, or equivalent competent authority with required credentials will be eligible for the tender in the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executed agency.

## **AND**

**The average annual turnover** of last three financial years, of the intending bidder, shall have to be at least Rs.3.0Crore (Rupees Three Crore Only). (In case of JV/Consortium lead partner must have at least 50% of qualifying average turnover value i.e. Rs.1.5crore under present tender and each of the other partner/partners shall meet individually not less than 25% of the qualifying average turnover value (i.e. Rs.0.75 Crore under present tender).However, the Lead Partner along with other partner / partners should jointly/severally meet at least 100% of the average annual turnover value).

**Last date & time of submission of bids online is 03/04/2024 at 17:30 Hrs**

For details please contact the above office or visit our both websites

Visit websites: [www.kmda.wb.gov.in](http://www.kmda.wb.gov.in) / <https://wbtenders.gov.in>

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

**SUPERINTENDING ENGINEER  
SOUTH CIRCLE, W&S SECTOR, KMDA**

No :67/1(14)/SE(S)/WS/KMDA/TN-1/10(Part - XIII)

Dated :04/03/2024

Copy forwarded for information to:

1. The State Mission Director, AMRUT, West Bengal.
2. The Chairman Baruipur Municipality
3. The Director General (W&S Sector) KMDA.
4. The Chief Engineer, W&S Sector, KMDA.
5. The Dy. Secretary, Public Relation Cell, KMDA along with four copies of this NIT for publication in three leading dailies of which one must be in English and for display this NIT in website of KMDA and Govt. of West Bengal as per CEO's order No. 192(2)(18)N-316/KMDA/FA000/05 Dated 10.01.2008.
6. The Superintending Engineer, West Circle, W&S Sector, KMDA.
7. The Superintending Engineer, East Circle,W&S Sector, KMDA.
8. The Superintending Engineer, Planning, W&S Sector, KMDA
9. The A. C. F. A. W&S Sector, KMDA as Committee Member
10. The Executive Engineer, Kolkata Division, W&S Sector, KMDA
11. The P.S. to Chief Executive Officer, KMDA
12. The Head Estimator, South Circle, W&S Sector, KMDA.
13. Notice Board, South Circle, W&S Sector, KMDA.
14. The respective File

**SUPERINTENDING ENGINEER  
SOUTH CIRCLE, W&S SECTOR, KMDA**

**OFFICE OF THE SUPERINTENDING ENGINEER  
SOUTH CIRCLE, W&S SECTOR, KMDA  
UNNAYAN BHAWAN, 1<sup>ST</sup> FLOOR, BLOCK-C  
SALT LAKE, KOLKATA – 700 091**

No.67/SE(S)/WS/KMDA/TN-1/10(Part - XIII)

Dated: 04.03.2024

**Detailed e-TENDERING NIT NO:15/SE(S)/W&S/KMDA of 2023-2024, (3rd Call) Dated: 04.03.2024**

Notice inviting e-Tender is invited by the **SUPERINTENDING ENGINEER, SOUTH CIRCLE, W&S SECTOR, KMDA** on behalf of the Kolkata Metropolitan Development Authority for the works mentioned in the list given below, through electronic tendering (e-tendering) from eligible reliable, resourceful, bonafide and experienced Firms / Companies / Individual contractors with financial capability having credentials as per Eligibility Criteria Stated below.

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**Note:** The bidders should not have adverse report for execution of any project work during last 5(five) years. This clause will lead for rejection of application even after fulfillment of other eligibility criteria.

**Eligibility Criteria:**

- i) Intending Tenderer should produce Credentials of successfully completed work at least 20% of the 3.99 MGD capacity Water Treatment Plant or Sewage Treatment Plant in single tender during last 5(five) years prior to the date of issue of this tender notice in any Govt./Semi-Govt. / Undertaking /Autonomous Bodies / Statutory Bodies and Local Bodies; or,
- ii) Intending Tenderer should produce credentials of one single running work of Credentials of Water Treatment Plant or Sewage Treatment Plant which has been completed to the extent of 70% or more (i.e, the capacity of WTP or STP should be at least 1.14 MGD) and capacity which is not less than the desired capacity at i) above. In case of running works in any Govt./Semi-Govt. / Undertaking /Autonomous Bodies / Statutory Bodies and Local Bodies, only those Tenderer who will submit the certificate of satisfactory running work from the concerned executive Engineer, or equivalent competent authority with required credentials will be eligible for the tender in the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executed agency, i.e., the Tenderer.
- **For JV/Consortium-**
- i)The lead partner must have credential and satisfactory completion of the similar nature of works (i.e. WTP or STP) having capacity not less than 50%of qualifying capacity[i.e 10% of the 3.99 MGD capacity Water Treatment Plant or Sewage Treatment Plant in single tender during last 5(five) years prior to the date of issue of this tender notice in any Govt./Semi-Govt. / Undertaking /Autonomous Bodies / Statutory Bodies and Local Bodies]  
**and** each of the other partners must have credential and satisfactory completion of similar nature of works(i.e. WTP / Intake Jetty/STP) and capacity shall meet individually not less than 25% of the qualifying capacity [i.e 5.0% each of the 3.99 MGD capacity Water Treatment Plant in single tender during last 5(five) years prior to the date of issue of this tender notice in any Govt./Semi-Govt. / Undertaking /Autonomous Bodies / Statutory Bodies and Local Bodies]

However the lead partner along with other partner /partners should jointly/combindly meet at least

100% of the qualifying capacity i.e. 20% of the 3.99 MGD capacity Water Treatment Plant or Sewage Treatment Plant in case of single contract.

- ii) Intending Tenderer should produce Credentials of a single running work (in form of JV/Consortium) which has been completed to the extent of 70% or more and fulfill the condition which is not less than the criteria fixed as on i) above (JV/Consortium). In case of running works in any Govt./Semi-Govt. / Undertaking /Autonomous Bodies / Statutory Bodies and Local Bodies, only those tenderers who will submit the certificate of satisfactory running work from the concerned executive Engineer, or equivalent competent authority with required credentials will be eligible for the tender in the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executed agency.

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

#### Additional Terms and Conditions:

- An affidavit to be submitted separately that a full-fledged technically supported spot decision making Corporate Office exists in West Bengal which may be verified in due course.
- Defect liability period for the work will be 5 years from the date of completion of the project.
- Since the work will be executed within the specified working site/location within Baruipur Municipal Area, the successful bidder will take every precaution while execution to safeguard the installations within the working site/location and will make good the damages if any occur during execution of work within working site/location.
- Final As Built Drawing (6 Set) to be submitted before release of final payment.
- All necessary tests to be done by the Agency at their own cost.

#### Documents to be produced in support of Credential:

A successful performance and completion certificate supplemented with work order along with payment certificate issued by the competent authority shall have to be furnished in support of credibility in terms with eligibility criteria depicted in this Notice (**Eligibility to participate in the tender**). Besides this, following documents shall have to be furnished:

- 1) Credential certificates as stated above in “Eligibility Criteria”(**In case of JV/Consortium all partner should submit the Required Documents**).
- 2) Professional Tax (PT) submission Challan and PAN Card details. Application for such addressed to the competent authority may also be considered.(**In case of JV/Consortium all partner should submit the Required Documents**).
- 3)GST Registration Certificate.(**In case of JV/Consortium all partner should submit the Required Documents**).
- 4) Bank solvency Certificate not less than Rs.2.00 Crores (Rupees Two Crore Only and issued not before 06 (Six) Months from the last date of Bid Submission from any Scheduled Bank and valid at the time of last date of bid submission of e-NIT.(**In case of JV/Consortium all partner should submit the Required Documents**).
- 5) Valid Electrical License and Supervisory License in all the relevant section specially covering the H.T. Switch Gear & Transformer.(**In case of JV/Consortium all partner should submit the Required Documents**).
- 6) P.F. and ESI Registration Certificate.(**In case of JV/Consortium all partner should submit the Required Documents**).
- 7) Details of Technical Manpower and Machineries.(**In case of JV/Consortium all partner should submit the Required Documents**).
- 8) The intending bidder should have registered office at within West Bengal for Communication purpose. Fax, Telephone nos., Contact mobile no. & Email no. of the tenderer have to be submitted.(**In case of JV/Consortium all partner should submit the Required Documents**).
- 9) The average annual turnover of last three financial years, of the intending bidder, shall have to be atleast Rs.3.0Crore (Rupees ThreeCrore Only).(In case of JV/Consortium lead partner must have at least 50% of qualifying average turnover value i.e. Rs.1.5crore under present tender and each of the other partner/partners shall meet individually not less than 25% of the qualifying

average turnover value (i.e. Rs.0.75Crore under present tender).However, the Lead Partner along with otherpartner / partners should jointly/severally meet at least 100% of the average annual turnover value).

- 10) Audited Balance Sheets and I.T. Return with profit and loss statement in **form of 3CB and 3 CD** for last three financial years regarding annual turnover. **(In case of JV/Consortium all partner should submit the Required Documents).**

**All documents in original to be produced in due course of time as & when asked by the Tender Inviting Authority**

**The Rate is to be quoted considering GST and all other taxes and duties as applicable Govt. Norms.**

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

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

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

**Last date & time of submission of bids online is 03/04/2024 at 17:30 Hrs.**

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

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

### **General Terms and Conditions and Information**

#### **1. Eligibility for participation:**

Bonafide Contractors, Registered Engineers Co-operative Societies, registered Partnership firms, joint Ventures/Consortiums are eligible to participate, depending on the criteria as detailed below.

#### **2. Submission of Tenders**

##### **2.1 General process of submission**

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

##### **2.2 Technical Proposal**

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

**A Technical File (Statutory Cover) containing:**

- i. Application for Tender (Vide Form-1) (to be submitted in 'Forms' folder)
- ii. Notice Inviting Tender (NIT) (to be submitted in 'NIT' folder)
- iii. Earnest Money Deposit (EMD) – Earnest Money will be deposited by the bidder electronically: online through his net banking enabled bank account, maintained at any bank **or** offline through any bank by generating NEFT/RTGS Challan from the e-tendering portal. Intending Bidder will get the Beneficiary details from e-tender portal with the help of Digital Signature Certificate and may transfer the **EMD** from their respective bank as per the Beneficiary Name and Account No., Amount, Beneficiary Bank Name (ICICI ) and IFSC Code and also e-procurement Ref. No.
- iv. **If the L1 bidder does not agree to execute the job after opening of Bid, the Earnest Money will be forfeited without any further intimation and may be construed as an attempt to disturb the tendering process and dealt with accordingly legally including debarment up to 3(three) years of the Bidder and Memorandum vide no.547-W(C)/1M-387/15, Dated: 16.11.2015 & Memorandum vide no.724-W(C)/1M-953/19, Dated: 19.12.2019 of PWD, Govt. of West Bengal, respectively will also be imposed in such cases.**
- v. Scanned Copy of One affidavit before Notary will have to be submitted for each serial mentioning the correctness of the documents and a declaration of penalty debarment etc. faced by him under any Govt. /Semi-Govt./Autonomous body/Institution online at desired location. (as per Format Attached)

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

**B. Tenderer should upload following Documents in "All Other Important Documents" Folder in Statutory Cover**

**i. Certificates:**

- 1) Credential certificates as stated above in "Eligibility Criteria"**(In case of JV/Consortium all partner should submit the Required Documents).**
- 2) Professional Tax (PT) submission Challan and PAN Card details. Application for such addressed to the competent authority may also be considered.**(In case of JV/Consortium all partner should submit the Required Documents).**
- 3) GST Registration Certificate.**(In case of JV/Consortium all partner should submit the Required Documents).**
- 4) Bank solvency Certificate not less not less than Rs.2.00 Crores (Rupees TwoCroreOnly and issued not before 06 (Six) Months from the last date of Bid Submission from any Scheduled Bank and valid at the time of last date of bid submission of e-NIT.**(In case of JV/Consortium all partner should submit the Required Documents).**
- 5) Valid Electrical License and Supervisory License in all the relevant section specially covering the H.T. Switch Gear & Transformer.**(In case of JV/Consortium all partner should submit the Required Documents).**
- 6) P.F. and ESI Registration Certificate.**(In case of JV/Consortium all partner should submit the Required Documents).**
- 7) Details of Technical Manpower and Machineries.**(In case of JV/Consortium all partner should submit the Required Documents).**
- 8) The intending bidder should have registered office at within West Bengal for Communication purpose. Fax, Telephone nos., Contact mobile no. & Email no. of the tenderer have to be submitted.**(In case of JV/Consortium all partner should submit the Required Documents).**

9) The average annual turnover of last three financial years, of the intending bidder, shall have to be at least Rs.3.00Crore (Rupees Three Crore Only).(In case of JV/Consortium lead partner must have at least 50% of qualifying average turnover value i.e. Rs.1.50croreunder present tender and each of the other partner/partners shall meet individually not less than 25% of the qualifying average turnover value (i.e. Rs.0.75Crore under present

tender).However, the Lead Partner along with other partner / partners should jointly/severally meet at least 100% of the average annual turnover value).

10) Audited Balance Sheets and I.T. Return with profit and loss statement in **form of 3CB and 3 CD**

for last three financial years regarding annual turnover. **(In case of JV/Consortium all partner should submit the Required Documents).**

**ii. Company Details**

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

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

2. Trade License for Proprietorship Firms. (In case of JV/Consortium the lead member and all other member should submit the trade License).
3. **Memorandum of Articles for Limited Companies**
4. Society Registration and Bye-Laws for Cooperative Societies.
5. **List of documents shall have to upload by a Partnership Firm in addition to the other stated documents:**
  - i) *The power of Attorney for the firm for signing the tender by a partner.*
  - ii) *Partnership Deed.*
6. List of documents shall have to upload by a Joint Venture/Consortium in addition to the other stated documents:

i) Copy of MoA/MoU on a stamp paper of Rs.100.00 outlining the joint interest to work on the project and specifying the other terms of agreement

**Particulars regarding Joint Ventures or Consortium.**

- i) In case the bid is from a JV/Consortium of bidders, the lead partner of JV or Consortium shall have to apply for tender on behalf of Joint Venture/Consortium along with MoA/MoU.
- ii) The lead partner must hold 51% equity capital of the company to be formed between them during the tenure of contract implementation.
- iii) Maximum number of JV / Consortium Members/partners allowed is 03 (Three) including the Lead Partner.
- iv) For JV/Consortium the lead partner must have credential and satisfactory completion of the similar nature of works (i.e. WTP or STP as mentioned in the eligibility criteria of this NIT) of completion work not less than 50% capacity of qualifying criteria (i.e. 10% capacity of the proposed 3.99 MGD WTP under present tender in a single contract) under any Govt./Semi-Govt. organization/Autonomous body as principal employer within last 5(five) Years **and** each of the other partners must have credential and satisfactory completion of similar nature of works (i.e. WTP / Intake Jetty/STP as mentioned in the eligibility criteria of this NIT) and shall meet individually not less than 25% of the capacity of qualifying criteria (i.e. 5.0%) of the proposed 3.99 MGD WTP under present tender in a single contract under any Govt./semi-Govt. organization /Autonomous body as principal employer within

last 5 (five) years.

- v) However the lead partner along with other partner /partners should jointly meet at least 100% of the qualifying criteria i.e. 20% capacity of the proposed 3.99 MGD WTP or STP (under present Tender) in case of single contract or 70% of running works and fulfill the condition which is not less than the criteria fixed as 20% above.
- vi) In case of any litigation or in the event of any default arising during the execution/contract period of the agreement, each member of the JV/Consortium will be severally and jointly liable.
- vii) A copy of the Joint Venture / Consortium Agreement entered into by the Partners (JV / consortium Participants) shall be submitted with the bid. Alternatively, a Letter of Intent as per format provided in the ANNEXURE-A,B&C to execute a Joint Venture/Consortium Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid together with a copy of the proposed Agreement, clearly indicating the objectives of the joint venture/Consortium, the proposed management structure, the contribution of each participant to the joint venture/consortium operations, the commitment of the participants to joint and several liability for performance of the contract, recourse or sanctions within the joint venture/Consortium in the event of default or withdrawal of any participant, and arrangements for providing the required indemnities.
- viii) If the Successful Bidder is a Joint Venture/Consortium partner to whom the contract is awarded, each partner/member of the Joint Venture/Consortium shall sign and execute the contract with KMDA.
- ix) Regarding JV/Consortium the contract agreement will be guided by Law Cell, KMDA/Competent Authority of KMDA.

iii. **Credential:**

Credential Certificate issued by an officer not below the rank of Executive Engineer / Divisional Engineer / District Engineer / Project Manager of the other State / Central Government Departments / Organisations along with Work Order and Payment Certificate to be submitted in '*Credential*' folder. The scanned copy of the Certificate should be uploaded with the non-statutory cover.

iv. **Balance Sheet:**

**Audited Balance Sheets and I.T. Return along with 3CB-3CD Format** of last three financial years regarding annual turnover from contracting business in each year.**(In case of JV/Consortium all partner should submit the Required Documents).**

*(If the company was set up less than three years ago, balance sheet for the no of years since inception is to be submitted)*

v. **Addenda / Corrigendum: if published.**

**Note:** Contractors are to keep track of all the Addendum / Corrigendum issued with a particular tender and upload the same digitally signed along with the NIT Tenders submitted without the Addendum / Corrigendum will be informal and liable to be rejected.

vi. **Others: Any other documents found necessary**

**Note: Failure of submission of any one of the above mentioned documents will render the tender liable to summary rejection. This above mentioned documents should be upload in "All Other Important Documents" folder in Technical Cover.**

**vii.** The bidder should not have record of poor performance or they should not have been blacklisted by any employer during the last five years prior to the date of the NIT. Such abandonment or punishment will be considered as disqualification towards eligibility. A declaration in this respect



through affidavit has to be furnished by the prospective bidders as per Format IV **without which the Technical Bid shall be treated as non-responsive**. The scanned copy of the affidavit should be uploaded with the non-statutory cover and the hard copy should **preferably be submitted** along with the non-statutory documents.

### **2.2.1 Financial Proposal**

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

- i) Bill of Quantities (BOQ): The contractor is to quote the rate (percentage above or below) online through computer in the space marked for quoting rate in the BOQ (*only downloaded copies of the above documents are to be uploaded, virus scanned and digitally signed by the contractor*).
- ii) **Cost of tender document & EMD if any may be remitted through Net Banking/ RTGS / NEFT directly in the Bank Accounts as specified in website (scanned copy of Acknowledgement Slip of remittance of EMD to be uploaded during the electronic submission of the tender).** (*In case of JV/Consortium the same has to be remitted as above by the lead partner of JV / Consortium*).

### **3. Completion Certificate:**

- i. Completion Certificates for fully completed works during the current year and last five financial years will only be accepted.
- ii. Completion Certificate of work executed in KMDA will be considered. Completion Certificate of works executed in other Departments of State Government or organizations, like Public Works & Public Works (Roads) Department, Irrigation & Waterways Department, Public Health Engineering Department, Sundarban Affairs Department and various other State Government Departments, ZillaParishads, West Bengal Housing Infrastructure Development Corporation Limited (WBHIDCO), West Bengal State Electricity Distribution Company Limited (WBSEDCL), Kolkata Metropolitan Development Authority (KMDA), Kolkata Metropolitan Water Sanitation Authority (KMW&SA), Kolkata Municipal Corporation (KMC), Other Municipalities, Hooghly River Bridge Commissioner (HRBC), Engineering Departments of Central Government and Organisations like Farakka Barrage Project (FBP) Authority, Railways, Kolkata Port Trust (KoPT), and companies owned or managed by the State Government, i.e. Mackintosh Burn Ltd., Westinghouse Saxby Farmer Limited & Britannia Engineering Ltd. may also be considered. Such Completion Certificates are to be issued by an officer not below the rank of Executive Engineer / Divisional Engineer / District Engineer / Project Manager of the other State / Central Government Departments / Organizations.

#### **3.1 Penalty for suppression / distortion of facts**

If any tender fails to produce the original hard copies of the documents (especially Completion Certificates and audited balance sheets), or any other documents on demand of the Tender Evaluation Committee within a specified time frame or if any deviation is the hard copies from the uploaded soft copies of if there is any suppression, the Tender Evaluation Committee upon suggesting suitable punitive measures will bring the matter to the notice of the Chief Engineer concerned immediately and the tenderer may be suspended from participating in the tenders on e-Tender platform of Water Supply Sector, KMDA as per approval of the Chief Engineer for a maximum period 3 (three) years. In addition, his Earnest Money Deposit will stand forfeited to KMDA. The Chief Engineer concerned will issue the necessary orders under intimation to the other Chief Engineers, e-Tendering Cell and also the Department, copy of such order should also invariably to be communicated to the Nodal Officer, e-Governance of this Department with a request to upload the same in the Departmental website.

#### **3.3 Taxes & duties to be borne by the Contractor**

Income Tax, GST and Other Taxes as per GOVT. Rule to be borne by the contractor and the rate should be quoted accordingly after consideration of all these charges.

#### **3.4 Site inspection before submission of tender**

Before submitting any tender, the intending tenderers should make themselves acquainted thoroughly with the local conditions prevailing at site by actual inspection of the site and taking into consideration all factors and difficulties like to be involved in the execution of work in all respect including transportation of materials, communication facilities, climate conditions, nature of soil, availability of local labour and market rate prevailing in the locality etc. and no claim, whatsoever, will

be entertained on these account afterwards. In this connection intending tenderers may contact the office of the Executive Engineer, Kolkata Division, W&S Sector, KMDA concerned with the work between 11.30 hours to 16.30 hours on any working day prior to date of submission of tenders.

3.5 **Conditional and incomplete tender**

Conditional and incomplete tenders are liable to summary rejection.

4. **Opening and evaluation of tender**

4.1 **Opening of Technical Proposal**

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

4.2 **Tender Evaluation Committee (TEC)**

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

4.3 **Uploading of summary list of technically qualified tenderers**

- i. Pursuant to scrutiny and decision of the Technical Evaluation Committee (TEC), the summary list of eligible tenderers for a particular serial of work whose Financial Proposals will be considered will be uploaded in the web portals.
- ii. While evaluation, the Committee may summon the tenderers and seek clarification / information or additional documents or original hard copy of any of the documents already submitted and if these cannot be produced within the stipulated timeframe, their proposals will be liable for rejection.

4.4 **Opening and evaluation of Financial Proposal**

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

5. **Bid Validity:** The Bid will be valid for **120 days** from the date of opening of the financial bid

6. **Acceptance of Tender**

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

6.1 **Tender Accepting Authority**

As per prevalent orders of UD&MADept. and KMDA Tender Accepting Authority for different tenders is as follows:

- a) For tenders above upto 2.50crore: *Superintending Engineer*,
- b) For tenders above 2.50crore upto 5.00crores: *Chief Engineer*
- c) For tenders of value 5.00 crores or more : With approval of Govt. appointed Tender Committee

6.2 **Execution of Formal tender after acceptance of tender**

The tenderers, whose tender is approved for acceptance, shall within 20days of the receipt of Letter of Acceptance (LOA) to him, will have to execute 'Formal Agreement' with the Tender Accepting Authority in

seven/ten copies and one original copy of KMDA Form No. I which may be purchased on Cash Payment/Demand Draft from the office of the Executive Engineer concerned with the work.

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

## 7. Payment

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

## 8. A. Security Deposit

- i) The Earnest money deposited by the lowest bidder (hereinafter shall be called the contractor) shall be converted into security deposit.
- ii) The authority making payment shall deduct security deposit during the progressive running accounts/final bills, so that total deduction against Security deposit together with the Earnest Money deposited at the time of tendering (to be converted to security deposit for successful bidder) shall constitute to 10% of the value of work actually done. No interest will be paid on Security Deposit. **However, the order of Finance Department, Govt. of W.B. issued time to time, that remains relevant at the time of deduction of security deposit from the R/A Bill, shall be followed in this regard.**
- iii) After completion of the work, the Contractor may opt for refund of the Security Deposit by replacing equal amount of Bank Guarantee of scheduled Bank valid up to 3 months beyond the defect liability period. *“While issuing bank guarantees in favour of KMDA, the issuing applicant must mention receiver’s details as ICICI bank, IFSC:ICIC0006950, Branch Salt Lake, Sec-I, in BG text at which SFMS IFIN760 message to be sent by the issuing bank to establish the authenticity of the given BG.”*
- iv) For this work with **05 (Five) years Defect Liability Period:**
  - a) No security deposit shall be refunded to the contractor for 1st (first) 3 years from the actual date of completion of the work.
  - b) 30% of the security deposit shall be refunded to the contractor on expiry of 04 (Four) years from the actual date of completion of the work.
  - c) The balance 70% of the security deposit shall be refunded to the contractor on expiry of 05 (Five) years from the actual date of completion of the work.

## B. Defect Liability:

- a. The contract will have the Defect liability for a period of **05 (Five) Years** from the date of successful completion of the work.
- b. Prospective Bidder shall have to execute the work in such manner so that appropriate service level of the work under improvement is to be maintained during progress of the work and during Defect Liability Period from the date of successful completion of the work up to the entire satisfaction of the Engineer in Charge. If any defect / damage is detected during this period as mentioned above the contractor shall make the same good at his own expense to the satisfaction of the of the Engineer in Charge or in default the Engineer in Charge may cause the same to be made good by other agency and deduct the cost (of which the certificate of the Engineer in Charge shall be final) from his security deposit or any sums that may be then, or at any time thereafter become due to the contractor. Security Deposit shall become payable only after expiry of the Defect Liability Period after making necessary deduction if applicable.

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

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

## 9. Withdrawal of Tender

As per NIC Rules.

## 10. COPIES OF AGREEMENT

The successful Tenderer will have to submit 7 (Seven) sets (Excluding the original copy submitted at the time of tendering) of the Contract Documents including all correspondence within 20 (Twenty) days from the date of receipt of the Letter of Acceptance of Tender. Failure to do so within the specified time

will constitute a breach of Contract rendering the Contract liable to termination with forfeiture of Security Deposit to the extent of the amount of Earnest Money with the Tender.

The above documents will have to be purchased from the office of the concerned Executive Engineer against Rs. 600/- each paid in the same manner as in the case of the Tender Purchase mentioned in the Abridged Tender Notice. All the copies must be signed on every page by the contractor and submitted to the Executive Engineer concerned within the specified time.

#### **11. Pre Bid Queries:**

The intending bidders has to submit their queries in online through the specified e-mail ID (i.e.scws.kmda@gmail.com) to the Tender Inviting Authority before the date of Pre Bid-Queries meeting and which will be held at Unnayan Bhavan in the office of the CHIEF ENGINEER (W&S Sector), DJ-11, Sector-II, Salt Lake, Kolkata- 700 091.

#### **12. Schedule of Dates for e-Tendering**

<b>Sl. No</b>	<b>Activity</b>	<b>Date &amp; Time</b>
1.	Date of uploading of N.I.T. and Tender Documents online) (Publishing Date)	07/03/2024 at 18.00Hrs
2.	Documents download/sell start date (Online)	07/03/2024 at 18.10 Hrs
3.	Documents download/sell end date (Online)	03/04/2024 at 17.00 Hrs
4.	Last date of Submission of on line Pre-Bid Queries	12/03/2024 upto 18.10 Hrs
5.	Date of Pre Bid Meeting with the intending tenderers In the office of the CHIEF ENGINEER (W&S), DJ-11, Sector-II, Salt Lake, Kolkata- 700 091	13/03/2024 at 12.30 Hrs
6.	Uploading of reply to Pre Bid queries	15/03/2024 at 17:30 Hrs
7.	Bid submission start date (On line)	07/03/2024 at 18.10 Hrs
8.	Bid Submission closing (On line)	03/04/2024 at 17:30 Hrs
9.	Bid opening date for Technical Proposals (Online)	05/04/2024 at 17:30 Hrs
10.	Date of uploading list for Technically Qualified Tenderers (online)	To be notified later
11.	Date and Place for opening of Financial Proposal (Online)	To be notified during uploading of Technical Evaluation Sheet of Tenderers

#### **13. REJECTION OF BID:**

**The Employer (tender accepting authority) reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time prior to the award of Contract without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the ground for Employer's (tender accepting authority) action.**

#### **Additional Terms & Conditions**

1. The Executive Engineer of the Division concerned will be the Engineer-in-Charge in respect of the contract and all correspondence concerning rates, claims, change in specification and/or design and similar important matters will be valid only if made by the Engineer-in-Charge. If any correspondence of above tender is made with Officers other than the Engineer-in-charge for speedy execution of works, the same will not be valid unless copies are sent to the Engineer-in-Charge and approved by him. The instruction given by the Assistant Engineer and the Technical Assistant on behalf of the Engineer-in-Charge shall also be valid (who have been authorized to carry out the work on behalf of the Engineer-in-Charge) regarding specification, supervision, approval of materials and workmanship. In case of dispute, the decision of Engineer-in-Charge shall be final and binding.
2. The acceptance of the tender will rest with the Tender Accepting Authority without assigning reason thereof. The accepting authority reserves right to reject any or all tenders without assigning any reason thereof.
3. There shall be no provision for arbitration.

4. The Bidder shall have to comply with the provisions of (a) Contract labour (Regulation & abolition) Rules, 1970(b) Minimum Wages Act 1948 or the modification thereof or any other laws relating thereto as will be in force from time to time.
5. Department shall not entertain any claim whatsoever from the contractor for payment of compensation on account of idle labour or machinery on any ground including non-possession of land or any other reason.
6. The Authority shall not be held liable for any compensation due to idling of man & machineries for any circumstances including untimely rains, other natural calamities, strike etc.
7. Imposition of any duty / tax / royalty etc. whatsoever of its nature (after work order / Commencement and completion of the work) is to be borne by the bidder. Original challans of those materials, which are procured by the bidder, may be asked to be submitted for verification.
8. No mobilization / secured advance will be allowed unless specified otherwise.
9. Income Tax, GST and other Taxes if any are to be paid by the contractor. No extra payment will be made for these. The rates of supply and finished work items are inclusive of these.
10. All working tools and plants, electricity supply, scaffolding, construction of vats & platforms will have to be arranged by the contractor at his own cost.
11. The contractor shall supply mazdoors, bamboos, ropes, pegs, flags etc. for laying out the work and for taking and checking measurements for which no extra payment will be made.
12. The contractor should see the site of works and tender documents, drawings etc. before submitting tender and satisfy himself regarding the condition and nature of works and ascertain difficulties that might be encountered in executing the work, carrying materials to the site work, availability of drinking water and other human requirements and security etc. The Engineer-in-Charge may order the contractor to suspend any work that may be subjected to damage by climate conditions. No claim will be entertained on this account. The contractor will not be entitled to any claim or extra rate on any accounts.
13. A machine page numbered Site Order book (with triplicate copy) will have to be maintained at site by the contractor and the same has got to be issued from the Engineer-in-Charge before commencement of the work. Instructions given by inspecting officers will be recorded in this book and the contractor must note down the action taken by him in this connection as quickly as possible.
14. The work will have to be completed within the time mentioned in the tender notice. A suitable work program is to be submitted by the contractor within 7(seven) days from the date of receipt of work order which should satisfy the time limit of completion. The contractor should inform in writing the name of his authorized representative at site within 7 (seven) days from the date of receipt of work order who will receive instruction of the work, sign measurement book, bills and other Govt. papers etc.
15. No compensation for idle labour, establishment charge or on other reasons such as variation of price index etc. will be entertained.
16. All possible precautions should be taken for the safety of the people and work force deployed at worksite as per safety rule in force Contractor will remain responsible for his labour in respect of his liabilities under the Workmen's Compensation Act etc. He must deal with such cases as promptly as possible. Proper road signs as per P.W.D. practice will have to be made by the contractor at his own costs while operating a republic thoroughfare.
17. The contractor will have to maintain qualified technical employees and/or Apprentices at site as per prevailing Apprentice Act or other Department Rules & Orders circulated from time to time.
18. The contractor will have to accept the work program and priority of work fixed by the Engineer-in-Charge so that most vulnerable reach and / or vulnerable items be completed before the date needed by the Department due to impending monsoon or rise of water level or for other reasons.
19. The quantities of different items of work mentioned in the tender schedule or in work order are only tentative. In actual work, these may vary considerably. Payment will be made on the basis of works actually done in different items and no claim will be entertained for reduction of quantities in some items or for omission of some items. For execution of quantitative excess of any item beyond 10% or supplementary works, approval of the Superintending Engineer / Chief Engineer would be required depending on whoever be the Tender Accepting Authority, before making payment.
20. The contractor has to arrange for all necessary testing of materials supplied by contractor or any component of executed work from a NABL accredited lab/KMDA laboratory/JU or IIST lab at his own cost as directed by the Engineer in Charge.
21. Any materials brought to site by contractor must be subject to approval of the Engineer-in-Charge. The rejected materials must be removed by the contractor from the site at his own cost within 24 hrs. of issue of the order to that effect. The rates in the schedule are inclusive of cost and carriage of all materials to worksite. The materials will have to be supplied in phase with due intimation to the Sub-Divisional Officer

concerned in conformity with the progress if the work. For special type of materials, relevant Data Sheet containing the name of the Manufacturers. Test Report etc. will also be submitted in each occasion. Engineer-in-Charge may conduct independent test on the samples drawn randomly before according approval for using the materials at site. In this regard decision of Engineer-in-Charge is final and binding.

22. All pipe, specials, bends, fittings, valves, pumps, plant & machineries must be purchased from reputed authorized manufactures and dealers having BIS certification after due approval from the concerned Superintending Engineer/ Executive Engineer.
23. The necessary testing of M.S. Plate or structural members, Pipes, Reinforcement or other materials have to be done from National Test House , reputed institution such as Jadavpur University or IEST or a NABL accredited laboratory as per decision & direction of the Engineer-in-Charge.

**SUPERINTENDING ENGINEER  
SOUTH CIRCLE, W&S SECTOR, KMDA**

No: 67/1(14)/SE(S)/WS/KMDA/TN-1/10(Part - XIII)

Dated: 04/03/2024

Copy forwarded for information to:

1. The State Mission Director, AMRUT, West Bengal.
2. The Chairman, BaruipurMunicipality
3. The DG, (W&S Sector) KMDA.
4. The Chief Engineer, W&SSector, KMDA.
5. The Dy. Secretary, Public Relation Cell, KMDA along with four copies of this NIT for publication in three leading dailies of which one must be in English and for display this NIT in website of KMDA and Govt. of West Bengal as per CEO's order No. 192(2)(18)N-316/KMDA/FA000/05 Dated 10.01.2008.
6. The Superintending Engineer, West Circle, W&S Sector, KMDA.
7. The Superintending Engineer, East Circle,W&S Sector, KMDA.
8. The Superintending Engineer, Planning, W&S Sector, KMDA
9. The A. C. F. A. W&S Sector, KMDA as Committee Member
10. The Executive Engineer, Kolkata Division, W&S Sector, KMDA
11. The P.S. to Chief Executive Officer, KMDA
12. The Head Estimator,South Circle, W&S Sector, KMDA.
13. Notice Board, South Circle, W&S Sector, KMDA.
14. The respective File

**SUPERINTENDING ENGINEER  
SOUTH CIRCLE, W&S SECTOR, KMDA**

**FORM 1**  
**APPLICATION FOR TENDER**

**To**  
**The Superintending Engineer**  
**SOUTH CIRCLE, W&S SECTOR, KMDA**

**Tender No. ....**

**Serial No. of Work applied for : .....**

**Amount put to tender: .....**

Dear Sir,

Having examined the Statutory, Non statutory & NIT documents, I/We hereby like to state that I/we willfully 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 \_\_\_\_\_ 2024\_\_

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 : \_\_\_\_\_

### 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 declarant under any Govt. / Semi- Govt. / Autonomous body / Institution / local body in hard copy along with serial no (d ) 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 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 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.



## Sample Format

### LIST OF TECHNICAL PERSONS

**Name of Firm:**.....

Sl.No.	Name of Employee	Professional Qualifications	Designation	Professional Experience	Working with this Firm		Mobile No	Remarks
					From	To		
1	2	3	4	5	6a	6b	7	8

**Signature of Bidder**

## Sample Format

### LIST OF EQUIPMENTS

**Name of Firm:.....**

The applicant shall provide adequate information to demonstrate that the firm has the capability to meet the requirement for all items of equipment required for timely completion of the project.

Sl.No.	Name of T&P/Equipment	Model/Year of manufacturing	Capacity	T&P to be used on the work under this tender	Remarks
1	2	3	4	5	6

**Signature of Bidder**

**ANNEXURE-A**  
**FORM OF LETTER OF INTENT BY JV PARTNERS TO**  
**ENTER INTO JV AGREEMENT/CONSORTIUM**

(On Non-judicial Stamp Paper of Appropriate value, if required as per laws of the country of the bidder, to be purchased in the Name of Joint venture / Consortium)

THIS LETTER OF INTENT signed on this..... day of..... Two Thousand and .....by..... acompany incorporated under the laws of ..... and having its Registered Officeat .....(hereinafter called the "Party No.1" which expression shall include its successors,executors and permitted assigns) and M/s ..... a company incorporated under the laws of .....and having its Registered Office at .....(hereinafter called the "Party No.2" which expression shallinclude its successors, executors and permitted assigns) and M/s. .... a Companyincorporated under the laws of ..... and having its Registered Office at ..... (hereinafter called the "Party No.3" which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract [hereinafter called the "Contract" (in case of award) against the work for the "....."of Complete Works associated with .....(hereinafter called the "KMDA").

WHEREAS the Party No.1, Party No.2 and Party No.3 intend to enter into a Joint venture / Consortium Agreement

AND WHEREAS KMDA invited bids as per the above mentioned Specification to the work "....." stipulated in the bidding documents.

AND WHEREAS ITB and Eligibility Criteria of the biddingdocuments, inter-alia, stipulates that two or more qualified partners, meeting the requirements of'Eligibility Requirement of the Bidder', as applicable may bid, provided, they submit a Letter ofIntent to enter into Joint venture / Consortium Agreement and the Joint venture / Consortium Partners fulfill all otherrequirements under ITB 'Eligibility Criteria of the NIT' and in such a case, the Letter of Bid (Bid Form)shall be signed by the Partner - In Charge so as to legally bind all the Partners of the Joint venture / Consortium,who will be jointly and severally liable to perform the Contract by entering into Joint venture / Consortium Agreement as per proforma submitted with the Bid which will be legally binding on all partners and all obligations hereunder.

AND WHEREAS the bid is being submitted to KMDA vide proposal No.....dated..... by Party No.1 based on this letter of Intent between all the parties; under these presents and the bid has been signed by all the parties.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the above premises and agreement all the parties of this letter of Intent do hereby declare and undertake:

1. In requirement of the award of the Contract by KMDA to the Joint venture / Consortium Partners, we, the Parties do here by undertake that **M/s..... the PartyNo.1, shall act as lead Partner commits to hold a minimum stake equal to \_\_\_\_\_ % (Percentage)** of the JV/Consortium at all times during the contract period and further declare and confirm that we the parties to the Joint venture / Consortium shall jointly and severally be boundunto KMDA for the successful performance of the Contract and shall be fully responsible for the work

“.....” of Complete Works accordance with the Contract for which we shall enter into Joint venture / Consortium Agreement as per proforma submitted with the Bid which will be legally binding on all partners:

2. If the Contract is awarded to Joint venture / Consortium then in case of any breach or default of the said Contract by any of the parties to the Joint venture / Consortium, the party(s) will be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.

3. Further, if KMDA suffers any loss or damage on account of any breach in the Contract or any short fall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(s) of these presents will promptly make good such loss or damages caused to KMDA, on its demand without any demur. It shall not be necessary or obligatory for KMDA to proceed against lead Partner to the represents before proceeding against or dealing with the other Party(s), KMDA can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/obligations under the Contract to KMDA.

4. The financial liability of the Parties of the Deed of Undertaking to KMDA in the event of award of Contract on the Joint venture / Consortium, with respect to any of the claims arising out of the performance or non-performance of the obligations set forth in the Deed of Undertaking, read in conjunction with their relevant conditions of the Contract shall, however not be limited in anyway so as to restrict or limit the liabilities or obligations of any of the Parties of the Deed of Undertaking.

That the roles and the responsibilities of each Party at each stage of the Bidding shall be as follows:

Name of Consortium Member	Role (Lead Member or Member)	Percentage Share in JV/Consortium	Responsibilities

5. It is expressly understood and agreed between the Parties to this Letter of Intent that the responsibilities and obligations of each of the Parties shall be as delineated in Appendix I (to be suitably appended by the Parties along with this Letter of Intent in its bid and submitted along with the bid). It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract in the event to forward on Joint venture / Consortium.

6. It is also understood that this Letter of Intent is provided for the purposes of undertaking joint and several liabilities of the partners to the Joint venture / Consortium for submission of the bid and performance of the Contract if awarded and that this Letter of Intent shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Letter of Intent or on the Joint venture / Consortium, other than the express provisions of the Contract.

7. This Letter of Intent shall be construed and interpreted in accordance with the provisions of the Contract.

8. In case of an award of a Contract, we the parties to this Letter of Intent do hereby agree that we shall enter into Joint venture / Consortium Agreement as per proforma submitted with the Bid which will be legally binding on all partners and we shall be jointly and severally responsible for furnishing a Contract performance security from a bank in favour of KMDA in the currency/currencies of the Contract.

9. It is further agreed that this Letter of Intent shall be irrevocable and shall form an integral part of the bid. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the Parties to this Letter of Intent have through their authorized representatives executed these presents and affixed Common Seal so their companies, on the day, month and year first mentioned above.

For Lead Partner (Party No.-1) For and on behalf of M/s

Common Seal of ..... has  
been affixed in my/ our presence  
pursuant to Board of Director's  
Resolution dated .....  
Name.....  
Designation .....  
Signature..... Signature of the authorized representative)

WITNESS:

I.....  
II.....

Common Seal of ..... hasFor Party No.-2 For and on behalf of M/s  
been affixed in my/ our presence  
pursuant to Board of Director's  
Resolution dated .....  
Name.....

Designation .....  
Signature..... Signature of the authorized representative)

WITNESS:

I.....  
II.....

Common Seal of ..... has  
been affixed in my/ our presenceFor Party No.-3 For and on behalf of M/s  
pursuant to Board of Director's  
Resolution dated .....  
Name.....

Designation .....  
Signature..... Signature of the authorized representative)

WITNESS:

I.....  
II.....

(\* This is a specimen sample format is provided only for guideline of the bidders and the Consortium/Joint Venture is at liberty to furnish this affidavit in any legally valid format in India for Works contract)

## **Annexure -B**

### **FORM OF POWER OF ATTORNEY FOR JOINT VENTURE / CONSORTIUM**

(On Non-judicial Stamp Paper of Appropriate value, if required as per laws of the country of the bidder, to be purchased in the Name of Joint venture / Consortium)

KNOW ALL MEN BY THESE PRESENTS THAT WE, the Partners whose details are given hereunder.....have formed a Joint venture / Consortium under the laws of .....(\*)/ in to form a Joint venture / Consortium (\*) [(\*) delete whichever is not applicable] and having our Registered Office(s) / Head Office(s) at.....(hereinafter called the 'Joint venture / Consortium' which expression shall unless repugnant to the content or meaning thereof, include its successors, administrators and assigns) acting through M/s ..... being the Partner incharge do hereby constitute, nominate and appoint M/s..... a Company incorporated under the laws of.....and having its Registered / Head Office at.....as our duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorized Representative" or "Partner In-charge") to exercise all or any of the powers for and on behalf of the Joint venture / Consortium in regard to work for the bids for which have been invited by.....(hereinafter called 'KMDA') to undertake the following acts:

- i) To sign and submit proposal and participate in the aforesaid Bid Specification of KMDA on behalf of the "Joint venture / Consortium".
- ii) To do any other act or submit any document related to the above.
- iii) To receive, accept and execute the Contract for and on behalf of the "Joint venture / Consortium".

For the above purpose, the person(s) authorized by the Partner In-charge shall be the person(s) authorized to act on behalf of the "Joint venture / Consortium" as per the Power of Attorney given to him / her / them by the Partner In-Charge,

It is clearly understood that all the partners of the joint venture / Consortium shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and the Partner In-charge (Lead Partner) shall ensure performance of the Contract(s) and if one or more Partner fail to perform their respective portions of the Contract(s), the same shall be deemed to fault by all the Partners.

It is expressly understood that this Power of Attorney shall remain valid binding and irrevocable till completion of the Design Build as well as the Defect liability Period (DLP) in terms of the Contract.

The Joint venture / Consortium hereby agrees and undertakes to ratify and confirm all the what so ever the said Attorney / Authorized Representatives / Partner in-charge quotes in the bid and signs the Contract with KMDA and / or proposes to act on behalf of the Joint venture / Consortium by virtue of this Power of Attorney and the same shall bind the Joint venture / Consortium as if done by itself.

IN WITNESS THEREOF the Partners Constituting the Joint venture / Consortium as aforesaid have executed these presents on this .....day of.....under the Common Seal(s) of their Companies.

For and on behalf of the  
Partners of Joint venture / Consortium

The Common Seal of the above Partners of the Joint venture / Consortium:

The Common Seal has been affixed thereunto in the presence of: WITNESS

1. Signature.....  
Name..... Designation.....  
Occupation.....

2. Signature.....  
Name.....  
Designation..... Occupation.....

**(\* This is a specimen sample format is provided only for guideline of the bidders and the Consortium/Joint Venture is at liberty to furnish this affidavit in any legally valid format in India for Works contract)**

# Annexure-C

## **FORM OF UNDERTAKING BY THE JOINT VENTURE / CONSORTIUM PARTNERS**

(On Non-Judicial Stamp Paper of Appropriate Value, if required as per laws of the country of the bidder, to be purchased in the Name of Joint venture / Consortium)

THIS JOINT DEED OF UNDERTAKING executed on this .....day of .....TwoThousand and .....by ..... a company incorporated under the laws of ..... andhaving its Registered Office at..... (hereinafter called the "Party No. 1. which expressionshall include its successors, executors and permitted assigns) and M/s ..... a company incorporate under the laws of ..... and having its Registered Office at..... (hereinafter called the"Party No. 2" which expression shall include its successors, executor sand permitted assigns) andM/s.....a Company incorporated under the laws of ..... and having its Registered Office at..... (hereinafter called the"Party No. 3" which expression shall include its successors, executors and permitted assigns) for thepurpose of making a bid and entering in to a contract [hereinafter called the "Contract" (in case ofaward) against the work to " .....", associated with .....(hereinafter called the "KMDA").

WHERE AS the Party No. 1, Party No. 2 and Party No. 3 have entered in to an Agreementdated.....

AND WHERE AS KMDA invited bids as per the above mentioned Specification to the work " .....", as stipulated in the bidding documents.

AND WHEREAS ITB and Eligibility Criteria of the biddingdocuments, inter-alia, stipulates that two or more qualified partners, meeting the requirements of'Eligibility Requirement of the Bidder', as applicable may bid, provided, they submit a Letter ofIntent to enter into Joint venture / Consortium Agreement and the Joint venture / Consortium Partners fulfill all otherrequirements under ITB 'Eligibility Criteria of the NIT' and in such a case, the Letter of Bid (Bid Form)shall be signed by the Partner - In Charge so as to legally bind all the Partners of the Joint venture / Consortium,who will be jointly and severally liable to perform the Contract by entering into Joint venture / Consortium Agreement as per proforma submitted with the Bid which will be legally binding on all partners and allobligations hereunder.

AND WHEREAS the bid is being submitted to KMDA vide proposal No.....dated..... by Party No.1based on this Undertaking between all the parties; under these presents and the bid in accordancewith the requirements of the NIT and Tender Documents and all Corrigendum Notices, has beensigned by the Partner In-charge/Lead Partner.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the parties of this Deed of Undertaking do hereby declare and undertake:

1. In requirement of the award of the Contract by KMDA to the Joint venture / Consortium Partners, we, the Parties do hereby undertake that M/s..... the Party No.1, shall act as Lead Partner and further declare and confirm that we the parties to the Joint venture / Consortium shall jointly and severally be bound unto KMDA for the successful performance of the Contract and shall be fully responsible for the work " .....

.....  
.....  
....."Works in accordance with the Contract.

2. In case of any breach or default of the said Contract by any of the parties to the Joint venture / Consortium, the parties do hereby undertake to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.

3. Further, if KMDA suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(s) of these presents undertake to promptly make good such loss or damages caused to KMDA, on its demand without any demur. It shall not be necessary or obligatory for KMDA to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(s), KMDA can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/obligations under the Contract to KMDA.

4. The financial liability of the Parties of this Deed of Undertaking to KMDA, with respect to any of the claims arising out of the performance or non-performance of the obligations set forth in this Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of this Deed of Undertaking.

5. It is expressly understood and agreed between the Parties to this Undertaking that the responsibilities and obligations of each of the Parties shall be as delineated in Appendix-I (to be suitably appended by the Parties along with this undertaking in its bid). It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract.

6. It is also understood that this Undertaking is provided for the purposes of undertaking joint and several liabilities of the partners to the Joint venture / Consortium for submission of the bid and performance of the Contract if awarded and that this Undertaking shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Undertaking or on the Joint venture / Consortium, other than the express provisions of the Contract.

7. This Undertaking shall be construed and interpreted in accordance with the provisions of the Contract.

8. In case of an award of a Contract, we the parties to this Deed of Undertaking do hereby agree that we shall be jointly and severally responsible for furnishing a Contract performance guarantee from a bank in favour of KMDA in the currency / currencies of the Contract.

9. It is further agreed that this Deed of Undertaking shall be irrevocable and shall form an integral part of the bid and shall continue to be enforceable till KMDA discharges the same or upon the completion of the Contract in accordance with its provisions, whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHERE OF, the Parties to this Deed of Undertaking have through their authorized representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

Common Seal of ..... has For Lead Partner (Party No.-1) For and on behalf of  
been affixed in my/ our presence M/s  
pursuant to Board of Director's  
Resolution dated .....  
Name.....  
Designation .....  
Signature..... Signature of the authorized representative)  
For Party No. - 2  
For and on behalf of M/s.....

WITNESS:  
I.....  
II.....



Common Seal of ..... hasFor Party No.-2 For and on behalf of M/s  
been affixed in my/ our presence  
pursuant to Board of Director's  
Resolution dated .....

Name.....

Designation .....

Signature..... Signature of the authorized representative)

WITNESS:

I.....

II.....

Common Seal of ..... hasFor Party No.-3 For and on behalf of M/s  
been affixed in my/ our presence  
pursuant to Board of Director's  
Resolution dated .....

Name.....

Designation .....

Signature..... Signature of the authorized representative)

WITNESS:

I.....

II.....

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