

**OFFICE OF THE EXECUTIVE ENGINEER, FAWS-I, E/M SECTOR, KMDA**  
**Makardah Road, Dasnagar, Howrah – 711105**

**Abridged e-Tender Notice**

No: EE(E/M)/FAWS-1/2W-08/23-24/64

Date: 01.11.2023

**E Tender no: EE(E/M)/FAWS-I/T-20 of 2023-24**

Executive Engineer (E/M)/FAWS-I, for and on behalf of Kolkata Metropolitan Development authority (KMDA) invites online e-tender from reliable, resourceful, bonafide and experienced agency having credentials of similar nature of completed work in a State/Central Government or State/Central Government Undertaking/Statutory/Autonomous Bodies constituted under the Central/State statute against the work and particulars mentioned below:

Sl. No	Description of work	Estimated Amount (Rs)	Earnest Money Deposit (Rs)	Time of completion	Cost of Tender Documents
1	<b><u>Name of work:</u></b> Supplying and fitting of additional PVC column pipes at different P/Hs & supplying laying of Al armoured cable at different P/Hs of different length as required under Jhorehat and Duila FAWS scheme.	<b>Rs.1,50,550.00</b>	<b>Rs. 3,200.00</b>	<b>Seven (07) Days</b>	NIL

• An online request for participating in the tender is from **17.11.2023, 2 PM to 24.11.2023, 2PM** Further details please see the web sites: <https://www.kmda.wb.gov.in> / [www.wbtenders.gov.in](https://www.wbtenders.gov.in)

*s/d*  
EXECUTIVE ENGINEER (E/M)  
FAWS-I, EM Sector, KMDA

No: EE(E/M)/FAWS-1/2W-08/23-24/64

Date: 01.11.2023

**Copy forwarded for information and taking necessary action to:**

1. The Chief Engineer, (E/M ),EM Sector, KMDA.
2. The Chief Engineer in charge, EM Sector, KMDA
3. The D.O.F, KMDA.
4. The Superintending Engineer, (E/M-II), EM Sector, KMDA
5. The Deputy Secretary (PR), KMDA - with a request to publish the tender notice in leading dailies of national importance and in KMDA & GoWB web-sites based on the approved amount/estimated cost as per prevailing norms in KMDA. The Copy of the approval by the competent authority is attached here with. This is the 1<sup>st</sup> call.
6. The A.C.F.A., EM Sector, KMDA.
7. Notice Board.

*01/11/23*  
EXECUTIVE ENGINEER (E/M)  
FAWS-I, EM Sector, KMDA  
**Executive Engineer**  
**Division-(E/M) FAWS-I**  
**K.M.D.A.**

**OFFICE OF THE EXECUTIVE ENGINEER, FAWS-I, E/M SECTOR, KMDA**  
**Makardah Road, Dasnagar, Howrah – 711105**

**Detailed e-Tender Notice**

No: EE(E/M)/FAWS-1/2W-08/23-24/64

Date: 01.11.2023

**E Tender no: EE(E/M)/FAWS-I/T-20 of 2023-24**

Executive Engineer (E/M)/FAWS-I, for and on behalf of Kolkata Metropolitan Development authority (KMDA) invites online e-tender from reliable, resourceful, bonafide and experienced agency having credentials of similar nature of completed work in a State/Central Government or State/Central Government Undertaking / Statutory / Autonomous Bodies constituted under the Central/State statute against the work and particulars mentioned below:

Sl. No.	Items	Information
1.1	Name of works	Supplying and fitting of additional PVC column pipes at different P/Hs & supplying laying of Al armoured cable at different P/Hs of different length as required under Jhorehat and Duila FAWS scheme.
1.2	Designation & Address of the tender Inviting authority	Executive Engineer (E/M), FAWS-I, Makardah Road, Dasnagar, Howrah - 05
1.3	Name & Address of the Executing Division	Executive Engineer (E/M), FAWS-I, Makardah Road, Dasnagar, Howrah - 05
1.4	Firm (s) / Contractor(s) eligible to submit tender	Any agency willing to take part in the e-tendering process will have to be enrolled and registered with the Govt. e- procurement system, through logging on to <a href="https://www.kmda.wb.gov.in">https://www.kmda.wb.gov.in</a> / <a href="https://www.wbtenders.gov.in">www.wbtenders.gov.in</a> and to obtain a class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the NIC.
1.5	Estimated amount of the work	<b>Rs. Rs.1,50,550.00</b>
1.6	Earnest Money Deposit	<b>Rs. 3,200.00</b>
1.7	Time of Completion	<b>Seven (07) Days.</b>
1.8	Collection of tender documents	The agency can search and download NIT and tender documents electronically from computer once he logs on to website using the DSC. This is the only mode of collection of tender documents.
1.9	Submission of Tenders	Tenders are to be submitted online through website in two folders at a time for each work one is technical Proposal and the other is Financial Proposal, before the prescribed date and time. Using the digital signature certificate (DSC), the documents are to be uploaded, virus scanned and digitally signed. The documents will get encrypted (transformed into non-readable formats).
1.10	Date & time limit for request of tender online	<b>17.11.2023, 2 PM to 24.11.2023, 2PM</b>
1.11	Date & time limit for submission of tender (online)	<b>17.11.2023, 2 PM to 24.11.2023, 2PM</b>
1.12	Date & time for opening of Technical Bid (online)	<b>28.11.2023, 2 PM</b>
1.13	Date & time for Opening of Financial Bid (online)	To be notified later.

## **2.0. Submission of Tenders:**

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

### **2.2 Technical Proposal (PART-I)**

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

#### **i) Technical files (Statutory covers)**

- a. NIT and Addendum or Corrigendum, if any.
- b. Tender Form No.1.
- c. Declaration.
- d. Scanned copy of Power of attorney by the competent Authority if the power is delegated for signing the Bid to persons other than the applicant must be uploaded.
- e. Scan copy of the document in relation to submission of EMD.

#### **ii) My Documents (Non- statutory cover) containing:**

The firm shall submit certificate from the respective original equipment manufacturers (OEM) for major items, valid trade license as per Govt. norms or as applicable as per Govt. norms, & GST Registration, PAN, Certificate and challan for Professional Tax clearance (in lieu of: as applicable as per Govt. norms), audited Balance Sheets and IT returns both for the last financial years, proper and valid contractor electrical license issued by competent Govt. authority and corresponding/associated supervisory certificate of competency issued by the competent Govt. authority having part 1&2, 11 OR national certificate of supervisor and also as are required as per Govt. norms depending on the nature and/or gravity of the works/installations related to the work.

#### **iii) Credential criteria:**

The intending bidder shall produce the following credentials:

- a)
  - 1) Intending tenderers should produce credentials of a similar nature of work of the minimum value of 40% of the estimated amount put to tender during 5 (five) years prior to the date of issue of this tender notice, or
  - 2) Intending tenderers should produce credentials of 2 (two) similar nature of work, each of the minimum value of 30% of the estimated amount put to tender during 5 (five) years prior to the date of issue of this tender notice, or
  - 3) Intending tenderers should produce credentials of one single running work of similar nature which has been completed to the extent of 80% or more and value of which is not less than the desired value at (1) above, and
  - 4) In case of running works, only those tenderer who will submit the certificate of satisfactory running work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the tender. In the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executed agency, i.e., the tenderer.
- b)
  - 1) Any type of payment certificate or work/awarding order will not be treated as credential.
  - 2) Credential certificate issued by the Executive Engineer or equivalent or competent authority of a State/Central Government, State / Central Government Undertaking, Statutory/Autonomous Bodies constituted under the Central/State statute, on the executed value of completed/running work will be taken as credential.

#### **c)**

In the credential certificate the name of the agency with full address, tender no., work order no. and date, date of commencement, time allowed and date of completion, nature/type of job, the work has been

completed successfully and satisfactorily within the specified time period or not etc., in usual manner, should be mentioned.

d)

Any sort of completion of work/s under sub-contract shall not be treated as credential. Any type of joint venture will not be accepted.

iv) A self-declaration in the form of affidavit before the Notary (in a stamp paper for minimum Rs.10.00) stating that the documents submitted/furnished by him are true and genuine to the best of his knowledge and belief, and also with stating that no debarment or any other penalty has been imposed against him. In case any fraudulent activities are observed and or detected, at any stage of time, he shall be solely responsible for such activities.

It shall also be declared whether his firm has faced penalty/debarment etc. for similar type of work (if any) or any such case is pending in last 5 years from the date of issue of this NIT against any sort of tendering in any Gov/Semi Govt. / Autonomous Body / Institution etc.

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

vi) Any relaxation for NSIC will not be allowed. Any type of joint venture or something like it is not allowed.

(vii) All the bidders should have local office situated in and around Kolkata or in its suburbs and the address to be mentioned.

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

(ix) A person should be associated with the work and his normal residence should be in and around Kolkata along with his identity, address, contact details etc.

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

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

(xii) All the materials, equipment, parts, machines, vehicles, items etc. to be supplied, must be brand-new. Also Back to back supply cum guarantee/warranty-certificates from the concerned item (out-sourced by the bidder)- wise OEM shall have to be submitted in due course.

(xiii) All sorts of required consumables, tool, tackles, machines, equipment, electricity, water etc. required for this work shall be with the bidders' scope. All the works shall be done following all sorts of Govt. norm and as per directions of the Engineer-in-charge (EIC) as per requirements of site.

(xiv) Solvency Certificate of at least fifty percent of quoted amount only and/or loan & credit facilities certificate (not before six months from the date of issue of this NIT) from a Nationalized Bank/scheduled Bank of India is to be submitted during submission of tender.

(xv) Month means full calendar month.

(xvi) Valid e-mail, contact numbers etc. should be provided along with Technical proposal.

### **2.3 Financial Proposal (PART-II)**

The financial proposal shall contain the following documents i.e. Bill of quantities (BOQ): The bidder is to offer item-rate - including all sorts of taxes, cess, duties, freight, insurance, registrations, loading-unloading, packing, forwarding, supply, testing-commissioning etc., required man power etc., i.e. all inclusive and all complete in all respects, one year maintenance for new supply items or six months maintenance for repairing works, providing necessary and sufficient training to the working personnel; necessary maintenance works providing required manpower like supervisors, drivers, electricians, fitter, mechanics, labourers etc., all sorts of consumables etc., all complete and up to the satisfaction of the EIC (Engineer-in-charge) in all respects - online through computer in the space marked for quoting rate in the BOQ. Only downloaded copies are to be uploaded virus scanned & digitally signed by the contractor.

### **3.0 Earnest Money Deposit:**

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

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

No exemption of EMD will be allowed.

#### **4.0. Security Deposit (as per clause 1.2 of General Conditions of Contract) West Bengal Form No.2911):**

While making any payment to the person(s) whose tender has been accepted (hereinafter shall be called the contractor) for work done under the contract, the authority making payment shall deduct such sum which together with the Earnest Money already deposited and converted into security deposit, shall amount to @10% of the value of works executed at the material point of time and paid during the progressive running accounts bills, so that total deduction together with Earnest Money constitute @10% of the tendered value of work actually done.

In case of excess/and supplementary work over the tendered amount, additional security @10% of such additional amount is to be deposited for all such excess/and supplementary works beyond the tendered amount before payment of final bill.

Compensation of all other sums of money payable by the contractor to the Government under the terms of the contract may be deducted from security deposit.

However, even though the earnest money deposited exceeds the prescribed percentage, due to reduction of tendered amount due to any reason whatsoever, such additional earnest money shall be deemed to have been converted into security and further deductions from progressive bills shall be made, taking into consideration the enhanced component of earnest money so converted into security.

Security deduction will not normally be required for hiring of inspection vehicles and boats etc., supply of tools & plants, furniture and computer peripherals. Separate agreement may be required in those cases, particularly for consultancy and RFP for EPC, which shall be made in standard formats to be approved by the Government.

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. COMPLETION OF WORK WILL CONTITUTE TWO PARTS- (1) CAPITAL WORKS, i.e., SUPPLY, DELIVERY, INSTALLATION, TESTING, COMMISSIONING AND TRIAL RUN COMPLETED SUCCEFULLY and (2) COMPREHENSIVE OPERATION AND MAINTAINANCE OF FIVE CALENDER YEARS (AFTER SUCCESSFUL TRIAL RUN) or UP TO THE EXTENDED PERIOD (beyond five calendar years, if any) OF COMPREHENSIVE OPERATION AND MAINTAINANCE. And such refund of the security deposit by replacing equal amount of bank guarantee will be applicable only for capital works (and not for O&M WORKS), but such bank guarantee of scheduled bank must be valid up to 3 months beyond the defect liability period AS MENTIONED IN CLAUSE 6.0 HEREUNDER.

However, release of security deposit shall be done as per Defect Liability Clause mentioned here under as **clause 6.0**.

#### **5.0 Additional Performance Security as per Memorandum No.4608-F(Y), dt.18/07/218 of the Finance Department (Audit Branch), GoWB:**

Additional Performance Security @10% of the tendered amount shall be obtained from the successful bidder if the accepted bid value is @80% or less of the estimate put to tender.

The Additional Performance Security shall be submitted in the form of Bank Guarantee from any scheduled bank before issuance of the Work Order. If the bidder fails to submit the Additional Performance Security within 7(seven) working days from the date of issuance of Letter of Acceptance, his Earnest Money will be forfeited and other necessary actions as per NIT like black listing of the contractor, etc. may be taken. The Bank Guarantee shall have to be valid up to end of the Contract Period and shall be renewed accordingly, if required.

The Bank Guarantee shall be returned immediately on successful completion of the Contract. If the bidder fails to complete the work successfully, the Additional Performance Security shall be forfeited at any time during the pendency of the contract period after serving proper notice to the contractor. Necessary provisions regarding deduction of security deposit from the progressive bills of the contractor as per relevant clauses of the contract shall in no way be altered/ affected by provision of this Additional Performance Security.

This amount will be released in accordance with the usual practice prevailing in KMDA from time to time.

#### **6.0 Defect Liability Period:**

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

Clause 17 - If the contractor or his workmen or servants or authorized representatives shall break, deface, injure, or destroy any part of building, in which they may be working, or any building, road, road-curbs, fence, enclosure, water pipes, cables, drains, electric or telephone posts or wires, trees, grass or grassland or cultivated ground contiguous to the premises, on which the work or any part of it is being executed, or if any damage shall happen to the work from any cause whatsoever or any **imperfection** become apparent in it at any time whether during its execution or within a period of **three months or six months or one year or three years or five years, as the case may be (depending upon the nature of the work as described in the explanation appended hereto) hereinafter referred to as the Defect Liability Period**, from the actual date of completion of work as per completion certificate issued by the Engineer-in-Charge, the contractor shall make the same good at his own expense, or in default, the Engineer-in-Charge may cause the same to be made good by other workmen and deduct the expense (of which the certificate

of the Engineer-in-Charge shall be final and binding on all concerned) from any sums, whether under this contract or otherwise, that may be then, or at any time thereafter become due to the contractor from the Government or from his security deposit, either full, or of a sufficient portion thereof and if the cost, in the opinion of the Engineer-in-Charge (which opinion shall be final and conclusive against the contractor), of making such damage or imperfection good shall exceed the amount of such security deposit and/or such sums, it shall be lawful for the Government to recover the excess cost from the contractor in accordance with the procedure prescribed by any law for the time being in force.

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

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

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

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

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

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

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

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

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

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

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

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

### **Explanation:**

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

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

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

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

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

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

“The word ‘Government’ means the Government of the State of West Bengal in Public Works Department.”

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

**HOWEVER, IN THE INSTANT TENDER**

- (i) DEFECT LIABILITY PERIOD SHALL BE SIX MONTHS FOR ANY REPAIRING WORKS RELATED TO MAINTENANCE OF SUBMERSIBLE PUMP MOTORS LIKE PUMP AND MOTOR REPAIRING, VALVE REPAIRING, ELECTRICAL PANEL REPAIRING OR SIMILAR NATURE OF RELATED WORKS.
- (ii) DEFECT LIABILITY PERIOD SHALL BE ONE YEAR FOR NEW INSTALLATION OF PUMP, MOTOR, ELECTRICAL PARTS, CABLES, PIPES, VALVES ECT.
- (iii) “The word ‘Government’ means the Government of the State of West Bengal in Urban Development & Municipal Affairs Department.”

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

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

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

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

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

**8.0 Opening and evaluation of tender:**

**8.1 Opening of Technical Proposal:**

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

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

**8.3 Opening and evaluation of financial proposal:**

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

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

8.4 The rates quoted must be all inclusive and no extra payment will be made, whatever the case may be. All the items/machines to be supplied must be made indigenously and as per latest pollution norms of the Govt. for the items/machines. KMDA authority may examine the indigenosity of the items/machines to be supplied, by a third party/agency (for expert’s views) at the risk and cost of the contractor. The Tender Accepting Authority may ask any of the tenders to submit analysis to justify the rate quoted by that tenderer.

**9.0 Conditional and incomplete Tender:**

Conditional and incomplete tenders are liable to be summarily rejected.

**10.0 Withdrawal of tender:**

The tender once submitted shall not be withdrawn within a period of 180 CALENDER DAYS from the last date of submission. That is, the quoted rates and all other things shall be valid for at least 180 CALENDER DAYS from the last date of submission (only for withdrawal of tender).

If a tenderer withdraws his tender within this period without any valid reason, he may be disqualified from submitting any tender in KMDA for a minimum period of one year and earnest money, additional security money etc. already deposited, may be forfeited; also any other action may be taken against the bidder as per KMDA's discretion.

#### **11.0 Validity of the offer/ tender:**

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

#### **12.0 Rates inclusive of all charges, taxes etc:**

As stated elsewhere, the rate quoted by the tenderer shall be inclusive of all elements of taxes and duties, charges, fees, freight, insurances, loading-unloading, demands etc., in all respects. That is, the rates shall be all inclusive.

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

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

#### **13.0 Payment of wages and other regulatory benefits:**

Any sort of expenses, risks, accidents, penalties, medical, costs etc. as per Govt. norms in relation to the working personnel against this work shall be within the scope of the bidder and KMDA will in no way be responsible for the same at any point of time. In no case, the department shall be held responsible for any eventualities in this regard. No person engaged in the work will be employed by KMDA/end-user in any form, anyway.

#### **14.0 Acceptance of Tender**

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

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

III. In case of submission of false/incomplete document by tenderer, detected and found at any stage, action may be referred to the appropriate authority for prosecution as per relevant/prevaling norms with forfeiture of Earnest Money forthwith.

#### **15.0 Mobilization Advance**

No mobilization advance will be provided by the authority.

#### **16.0 Government License/permission**

Obtaining any sort of Govt. license/permission/clearance like labour license, pollution clearances, directorate of electricity etc. from the respective competent Government authority will be applicable as per prevailing Govt. norms from time to time, and will be in the bidder's scope.

#### **17.0 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 likely 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 after award of the contract. In this connection intending tenderer may contact the office of the undersigned between 11.30 hours to 16.30 hours on any working day prior to date of submission of tenders with prior appointment.

#### **18.0 Withdrawal of Tender**

If any tenderer found lowest after opening of the financial bids, withdraws his tender before acceptance or refusal within a reasonable time without giving any satisfactory explanation for such withdrawal, he shall be disqualified for making any tender to the department for a minimum period of one year. All cases in which the Tender Accepting Authority has reason to doubt the bona fide of such withdrawal should be reported to the Chief Engineer concerned in all details for issuance of such disqualification orders by the said Chief Engineer, under intimation to the other Chief Engineers, e-Tendering Cell and also to this Department. Copy of such order should invariably be communicated to the Nodal Officer, e-Governance of this Department with a request to upload the same in the website.



**19.0 Disclaimer:**

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

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

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

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

s/d  
EXECUTIVE ENGINEER (E/M)  
FAWS-I, EM Sector, KMDA

No: EE(E/M)/FAWS-1/2W – 08/ 23 – 24/64

Date: 01.11.2023

Copy forwarded for information and taking necessary action to:

1. The Chief Engineer(E/M), EM Sector, KMDA.
2. The Chief Engineer in charge, EM Sector, KMDA
3. The D.O.F, KMDA.
4. The Superintending Engineer, (E/M-II), EM Sector, KMDA
5. The Deputy Secretary (PR), KMDA - with a request to publish the tender notice in leading dailies of national importance and in KMDA & Go WB web-sites based on the approved amount/estimated cost as per prevailing norms in KMDA. The Copy of the approval by the competent authority is attached here with. This is the **1<sup>st</sup> call.**
6. The A.C.F.A., EM Sector, KMDA.
7. Notice Board.

s/d  
01/11/23  
EXECUTIVE ENGINEER (E/M)  
FAWS-I, EM Sector, KMDA  
**Executive Engineer**  
**Division-(E/M) FAWS-I**  
**K.M.D.A.**