

OFFICE OF THE EXECUTIVE ENGINEER (E/M)/ JNNURM-I,
E/M SECTOR, K.M.D.A.,
UNNAYAN BHAVAN (6th FLOOR),
SALT LAKE CITY,
KOLKATA – 700 091

No.: EE(E/M)/JNNURM-I/KMDA/2W-05/2024-25/205

Dt.09/07/2024

Abridged

e-Tender No: EE(E/M)/JNNURM-I/T-03/2024-25 dt. 09/07/2024

The Executive Engineer(E/M)/JNNURM-I, for and on behalf of Kolkata Metropolitan Development Authority (KMDA),invites online two-part item-rate e-tender from reliable, resourceful, bonafide and experienced agencies having successfully & satisfactorily completed the work of ‘supply, installation, testing and commissioning’ or ‘supply, installation, testing, commissioning and operation-maintenance’ of new pump/s and pumping equipment on water application in a State/Central Government or State/Central Government Undertaking / Statutory / Autonomous Bodies constituted under the Central/State statute and having financial capability not less than 6 lacs, against which some particulars are depicted below:

Name of work	Estimated amount (Rs.)	Earnest money to be deposited (Rs.)	Time of completion	Cost of Tender Document
Supply, delivery, installation, testing, commissioning of new submersible Pump-motor set along with other allied works within Maheshtala Municipal area	Item Rate (that is, rate/amount to be quoted by the bidder for this work)	Rs.32,517.00 (balanced amount to determine @2% of the accepted/ contract amount is to be deposited before issuing of order)	Two Calendar Months excluding the Trial Run and O&M activities of Six calendar Month.	NIL

An online request for participating in the tender is **from 19/07/2024, 17:00 hours to 03/08/2024, 17:00 hours**. Further details may be had from the detailed NIT at the office of the undersigned or from the KMDA web site:

<https://www.kmda.wb.gov.in /www.wbtenders.gov.in>

Sd/-

Executive Engineer (E/M)/JNNURM-I
E/M Sector, KMDA

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

1. The DG (W&S), KMDA
2. The CE/C-in-C(W&S), KMDA
3. The CE(E/M), E/M Sector, KMDA
4. The CE, P&MC Sector, KMDA
5. The C-in-C(E/M), E/M Sector, KMDA
6. The Superintending Engineer (E/M)-II, E/M Sector, KMDA
7. The Deputy Secretary (PR), KMDA- with a request to publish the tender notice in the leading dailies of national importance and in KMDA & GoWB web-sites as per prevailing norms based on the approved amount. The Copy of such approval by the competent authority, KMDA vis-a-vis CE(E/M), E/M Sector is enclosed. **This is the 1st call.**
8. The A.O, E/M Sector, KMDA.
9. Notice Board.
10. Office copy

Executive Engineer (E/M)/JNNURM-I
E/M Sector, KMDA

**OFFICE OF THE EXECUTIVE ENGINEER (E/M)/ JNNURM-I,
E/M SECTOR, K.M.D.A.,
UNNAYAN BHAVAN (6th FLOOR),
SALT LAKE CITY,
KOLKATA – 700 091**

No.: EE(E/M)/JNNURM-I/KMDA/2W-05/2024-25/205

Dt.09/07/2024

**Detailed
e-Tender No: EE(E/M)/JNNURM-I/T-03/2024-25 dt. 08/07/2024**

The Executive Engineer(E/M)/JNNURM-I, for and on behalf of Kolkata Metropolitan Development Authority (KMDA), invites online two-part item-rate e-tender from reliable, resourceful, bonafide and experienced agencies having successfully & satisfactorily completed the work of ‘supply, installation, testing and commissioning’ or ‘supply, installation, testing, commissioning and operation-maintenance’ of new pump/s and pumping equipment on water application in a State/Central Government or State/Central Government Undertaking/Statutory/Autonomous Bodies constituted under the Central/State statute and having financial capability not less than 6 lacs, against which some particulars are depicted below:

Name of work	Estimated amount (Rs.)	Earnest money to be deposited (Rs.)	Time of completion	Cost of Tender Document
Supply, delivery, installation, testing, commissioning of new submersible Pump-motor set along with other allied works within Maheshtala Municipal area	Item Rate (that is, rate/amount to be quoted by the bidder for this work)	Rs. 32,517.00 (balanced amount to determine @2% of the accepted/ contract amount is to be deposited before issuing of order)	Two Calendar Months excluding the Trial Run and O&M activities of Six calendar Month.	NIL

1.1	Name & Address of the tender Inviting authority	:	Executive Engineer (E/M)/JNNURM-I, E/M Sector, KMDA, Unnayan Bhavan, ‘A’ Block, 6 th floor, Salt Lake City, Kolkata-91.
1.2	Name & Address of the Executing Cell	:	Executive Engineer (E/M)/JNNURM-I, E/M Sector, KMDA.
1.3	Firm (s) / Contractor(s) eligible to submit tender	:	The eligible and willing prospective bidder to take part in the e-tendering process will have to be enrolled and registered with the Govt. e- procurement system, through logging on to http://wbtenders.gov.in and to obtain a class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the NIC.
1.4	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.

1.5	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).
1.6	Date & time limit for request of tender (online)	:	From 19/07/2024, 17:00 hours to 03/08/2024, 17:00 hours
1.7	Date & time limit for submission of tender (online)	:	From 19/07/2024, 17:00 hours to 03/08/2024, 17:00 hours
1.8	Date & time for opening of <u>Technical Bid</u> (online)	:	After 05/08/2024, 17:00 hours
1.9	Financial Bid Opening Date & time (online)	:	To be notified latter.
1.10	Date of Pre-Bid Meeting	:	26/07/2024, 14:00hrs

NB: i) If any day is found to fall on holiday, the immediate next working day will be as the day of executing day.

ii) No request from the prospective bidder, on any issue and up to any extent, will be entertained that will reach the TIA after 3 working days of the date of pre-bid meeting (including the day of pre-bid meeting).

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

i) Technical files (Statutory covers)

- a. NIT, minutes of pre-bid meeting and Addendum or Corrigendum etc, 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 valid trade license (or as applicable as per Govt. norms), ESI, EPF & GST registrations, PAN, certificate and challan for upto date Professional Tax clearance (or as applicable as per Govt. norms), audited Balance Sheets & IT returns both for last three financial years, proper and valid contractor electrical license issued by the competent Govt. authority & associated (or as applicable as per Govt. norms) supervisory certificate of competency of a person engaged by the bidder/contractor having part 1, 2, 4, 7A & 11 OR National Certificate of Competency (all issued by the competent Govt. authority) as per Govt. norms for this job/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 quoted rate/amount in a single work order 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 quoted rate/amount separately 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 for which at least @80% payment has been made for completed part and value of which is not less than the desired value at (1) above,

and

4) In case of running works, only those tenderers who will submit the certificate of satisfactory running work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the tender. In the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no 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, are to be mentioned.

d)

Any sort of completion of work/s under sub-contract shall not be treated as credential.

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 and necessary penal action may be taken against the bidder/contractor as deemed suitable by KMDA including forfeiture of EMD/SD.

He shall also declare whether his firm has faced penalty/debarment etc. (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) The contractor shall preferably have local office situated in and around Kolkata or in its suburbs and the address to be mentioned.

vi) Partnership firm should submit a copy of the registered Partnership deed, otherwise the application may not be considered.

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

viii) 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.

- ix)** All the materials, equipments, parts, machines, vehicles, items etc to be supplied must be brand-new and preferably Indian origin. Back to back supply-certificates and/or guarantee certificate from the concerned equipments/components-manufacturers must be submitted during supply of items.
- x)** At least one number suitable mobile phone, round the clock, in complete OK condition with valid SIM card and sufficient balance should have to be kept with the supervisor related to execution of the work during execution of the same (including OM, if any). All the persons engaged shall have to follow all sorts of Govt. rules and regulations issued time to time and the directions of the Engineer-in-charge (EIC) as and when required.
- xi)** The credential certificate shall specify detailed nature of job completed, value of job done, date of commencement of work and the date of completion of work etc. The date of completion shall be on or before the last date of submission of offer in this tender.
- xii)** The contractor preferably shall have local office situated in Kolkata or its suburbs. Bidders are requested to submit the Kolkata office address and contact person details along with the Part-I.
- xiii)** Solvency Certificate of at least 06 (six) lacs (not before one year from the date of issue of this NIT) from a Nationalized Bank/ scheduled Bank of India is to be submitted during submission of tender.
- xiv)** Valid e-mail, contact numbers etc. of the bidder should be provided along with Technical proposal.
- xv)** Valid and appropriate Authorization certificate/s in usual form as per NIT (not before the date of the NIT) from the competent authority of the manufacturer/s of pumps (OEMs) (if the bidder is not a manufacturer as per NIT) shall have to be submitted along with the technical bid, otherwise the bidding shall be not accepted.
- xiv)** Month means full calendar month.
- xvi)** The rate/s or amount/s once quoted shall be all inclusive, fixed and final whatsoever (and the rate/s or amount/s shall vary in no way, even in case of variation in the Govt. statutory component/s and imposing/maintaining any norm, rule, regulation, component etc., at any stage of time) for this job.
- xvii)** All sorts of evaluations, examinations etc. will be made only based on the documents, papers etc. submitted (and not considering anything else) by the bidders.
- xviii).** All types of works, items, equipment, machines etc. that would be required to run the installation/s conveniently, smoothly, logically and rationally in its/their full pledged status, protection and capacity with respect to the essence of this tender and satisfaction of the EIC as per site-condition and requirement, shall have to be done and completed with the prescribed time-period from time to time in all respects, aspects and dimensions.
- xix)** All sorts of required, from time to time, stationers, tools & tackles, appliances, instruments etc., consumables, materials, parts, spare parts, repairing-renovation supplying new spare parts etc. (as per EIC) shall have to be borne by the contractor.
- xx)** All the required dismantling, repairing etc. works delivering the usual/normal service from the installation/s, as far as practicable and requirement from time to time, as per direction of the EIC, are also in the contractor's scope.
- xxi)** All the retrieved and old materials/items shall have to be disposed off by the contractor at his own cost & risk.
- xxii)** Joint venture in any type in any form, relaxation for NSIC, SSI etc. will not be allowed.

Rate/s or amount/s shall be quoted accordingly.

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/amount including all sorts of taxes, cess, duties, freight, insurance, loading-unloading, packing, forwarding etc, comprehensive operation and maintenance etc, i.e. all inclusive and all complete in all respects, aspects & dimensions, providing necessary and sufficient training to the working personnel; engagement of labourers, operators, supervisors etc, providing all sorts of consumables etc., all sorts of required tools and tackles etc, all complete and all-inclusive as per site-requirement & upto the satisfaction of the EIC (Engineer-in-charge). The rate/s or amount/s is/are to be quoted online electronically in the space marked for quoting rate in the BOQ. Only downloaded copies are to be uploaded virus scanned & digitally signed by the contractor.

This is an item rate tender. Any other cost, except as mentioned/put in the BOQ/tender documents, in no way and form will be entertained.

Rates or amount/s to be quoted accordingly.

3.0 Trial run and O&M Periods:

(i) Trial run: 72 hours and (ii) comprehensive operation and maintenance: 6 calendar Months.
are also included in the scope of this item rate tender in addition to as stated in the BOQ and/or elsewhere.

4.0 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.

5.0. Security Deposit :

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

An amount at the rate of 08% (or as application in KMDA from time to time) (excluding the EMD, may be @02% of the contract amount) (or as per time to time Govt. norms will be in vogue in this respect) of the completed work will be retained during processing/releasing of the bill and it will be converted into a part of the security deposit money (which will be total @10%, or as per Govt. norms from time to time, including @02% (may be) of the contract amount already deposited as earnest money with the Department. Any sorts of taxes, cess, duties etc, as applicable in this Authority time to time, will also be deducted from the progressive running bills/final bill.

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

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

All those amounts (or, as per KMDA-norms from time to time) will be released only after expiry of one calendar year emanating after satisfactory & successful completion of the entire work in contract without any interest etc. Though any sum of amount may be forfeited, as per KMDA's discretion, in case of any non-compliance in connection to the tender/work.

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 one year or three years or five years, as the case may be (depending upon the nature of the work as described in the explanation appended hereto) hereinafter referred to as the Defect Liability Period**, from the actual date of completion of work as per completion certificate issued by the Engineer-in-Charge, the contractor shall make the same good at his own expense, or in default, the Engineer-in-Charge may cause the same to be made good by other workmen and deduct the expense (of which the certificate of the Engineer-in-Charge shall be final and binding on all concerned) from any sums, whether under this contract or otherwise, that may be then, or at any time thereafter become due to the contractor from the Government or from his security deposit, either full, or of a sufficient portion thereof and if the cost, in the opinion of the Engineer-in-Charge (which opinion shall be final and conclusive against the contractor), of making such damage or imperfection good shall exceed the amount of such security deposit and/or such sums, it shall be lawful for the Government to recover the excess cost from the contractor in accordance with the procedure prescribed by any law for the time being in force.

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

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

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

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

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

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

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

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

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

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

- (ii) **30%** of the security deposit shall be refunded to the contractor on expiry of **four years** from the actual date of completion of the work;
- (iii) The balance **70%** of the security deposit shall be refunded to the contractor on expiry of five years from the actual date of completion of the work,

Explanation:

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

- (i) The work of patch repair or patch maintenance in nature or a combination thereof, the Defect Liability Period of the work shall be **three months** from the actual date of completion of the work.
- (ii) Thorough Bituminous Surfacing work with bituminous thickness less than 40 mm, Repair & Rehabilitation of any road / bridge / culvert / building / Sanitary & Plumbing work, the Defect Liability Period of the work shall be **one year** from the actual date of completion of the work;
- (iii) Extension of building / bridge / culvert, Construction of new flexible pavement up to bituminous level which has been designed for a period of 3 years or more, Widening and strengthening of flexible pavement designed for a period of 3 years or more, Improvement of riding quality / Strengthening of flexible pavement designed for a period of 3 years or more; Providing only mastic asphalt layer over existing bituminous surface without providing bituminous profile corrective course / bituminous base course, the Defect Liability Period of the work shall be **three years** from the actual date of completion of the work;
- (iv) Construction of new building / new bridge / new culvert, Reconstruction of building / bridge / culvert including construction of approach roads for bridge / culvert, Construction of rigid pavement, Reconstruction of rigid pavement, Construction of new flexible pavement covered by mastic work which has been designed for a period of 5 years or more, Widening and strengthening of flexible pavement covered by mastic work which has been designed for a period of 5 years or more, Improvement of riding quality / Strengthening of flexible pavement covered by mastic work which has been designed for a period of 5 years or more, the Defect Liability Period of the work shall be **five years** from the actual date of completion of the work.

(2) The following paragraph shall be added to the **Interpretation Clause** of **CONDITIONS of CONTRACT:-**
“The word ‘Government’ means the Government of the State of West Bengal in Public Works Department.”

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

HOWEVER, IN THE INSTANT TENDER

- (i) **DEFECT LIABILITY PERIOD SHALL BE (i) ONE CALENDER YEAR FOR CAPITAL WORKS & (ii) upto to the last date of the contract-period (including extension, if any) for OM-works AND**
- (ii) **“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 Government in force during the contractual period.

If the Government declares any variation of the tax, 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 Mobilization Advance

No mobilization advance will be provided by the authority

9.0 Opening and evaluation of tender:

9.1 Opening of Technical Proposal:

- a) Technical proposals will be opened by the Executive Engineer (E/M), E/M Sector, KMDA and / or his authorized representative electronically from the web site using their digital signature certificate.
- b) Intending tenderers may remain present if they so desire.
- c) Technical bids will be opened first. On evaluation, based on the proper & valid documents submitted through concerned web-portal only, if any deficiency is found/detected as per tender documents, the tender may summarily be rejected.

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

9.3 Opening and evaluation of financial proposal:

Financial proposals of the bidders declared technically eligible (based on the proper & valid documents submitted through concerned web-portal only, as technical proposals as per the tender documents) by the tender accepting authority, will be opened electronically from the web portal on (or after) prescribed date and time by the E.E. (E/M), E/M Sector, KMDA and / or his authorized representative electronically from the web site using their digital signature certificate. All sorts of documents, papers etc., as required in this tender, shall have to be uploaded in the prescribed procedures and no document, paper etc (hard/soft copy) may be entertained once the date and time of submitting the technical bid is over. The Tender Accepting Authority may ask any of the tenderers to produce original documents/papers required/requisite against this tender for physical verification within a specified time period (by the TIA) and, in this respect, failing which the tender will be liable to be summarily rejected. All documents must be proper and/or valid within the specified time period.

After evaluation of financial proposal (based on the documents submitted as technical as well as financial proposals as per the tender documents), if any bid, proposals etc. is/are found not qualified/eligible as per the tender documents, the tender/proposal will not be accepted & summarily be rejected even after opening of financial bid/s.

Those financial bids will be accepted for taking next course of action by the TIA only if they are found/evaluated eligible/qualified as per tender documents in all respects.

9.4 The rates quoted must be all inclusive and no extra payment will be made, whatever the case may be. All the machines/equipments to be supplied and works to be executed must be indigenous and conforming all the latest norms/regulations/rules in respect of pollution, IE Act & Rules, IS etc, as applicable. KMDA authority may examine the indigenecity and maintenance of all such rules, norms & regulations of the machines/equipments to be supplied and works to be executed 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 tendere at any stage of timer.

10.0 Conditional and incomplete Tender:

Conditional and incomplete tenders are liable to be summarily rejected.

11.0 Withdrawal of tender:

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

If a tenderer withdraws his tender within this period without any valid reason (and accepted by the competent authority), 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.

12.0 Validity of the offer/ tender:

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

13.0 Rates inclusive of all charges, taxes etc:

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

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 etc and all sorts of Government Inspector's fees, Government clearing certificate etc, for obtaining statutory clearances etc. as would be required for completion of the work in all complete manner in all respects, shall also be borne by the bidder/ contractor and hence, must be considered in the rates quoted. No claim what so ever on this account will be entertained.

14.0 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/contractor 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 in any form will be employed by KMDA/end-user in any form, in any way.

15.0 (a) 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/contract, if it is found that any penal measure has been imposed by any Govt/ Semi-Govt. / Autonomous body against any intending tenderer/contractor, the Authority reserves the right to reject any bid offered/contract by the said tenderer. Also such penal action will be applicable against the bidder/contractor at any stage of time.

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

15.0 (b) Suspension and Debarment of Contractor

The detailed procedure for taking penal measures of suspension and debarment of suppliers, contractors and consultants delineated in memorandum no.: 547-W(C)/1M-387/15, date: 16.11.15, and its subsequent amendment notified vide memorandum no.: 724-W(C)/1M-953/19, dated: 19.12.2019 of Works Branch, PWD, GoWB shall be followed for debarment and suspension of bidders and agencies selected for executing public works for their false declaration or forgery or falsification of records submitted or failure to execute committed contract or for their failure to perform contractual obligation and thereby resulting delay of execution of public works or execution of faulty works.

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 tenderers 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 Arbitration

All the disputes arising from the provisions of the agreement come under the jurisdiction of Calcutta High Court or any other competent court as the case may be.

20.0 Disclaimer :

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

This is a item rate job and the description, type, quality and quantity of job is indicative. Thus, all types of supply items and works are to be maintained by the bidder/contractor up to the appropriate and sufficient requirement of the site-conditions and satisfaction in respect of any type of norms, rules, regulations etc prevailing in Government sectors up to the satisfaction of the Engineer-in-Charge (EIC), rates to be quoted accordingly.

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.

Executive Engineer (E/M)/JNNURM-I
E/M Sector, KMDA

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

11. The DG (W&S), KMDA
12. The CE/C-in-C(W&S), KMDA
13. The CE(E/M), E/M Sector, KMDA
14. The CE, P&MC Sector, KMDA.
15. The C-in-C(E/M), E/M Sector, KMDA
16. The Superintending Engineer (E/M)-II, E/M Sector, KMDA
17. The Deputy Secretary (PR), KMDA- with a request to publish the tender notice in the leading dailies of national importance and in KMDA & GoWB web-sites as per prevailing norms based on the approved amount. The Copy of such approval by the competent authority, KMDA vis-a-vis CE(E/M), E/M Sector is enclosed. **This is the 1st call.**
18. The A.O, E/M Sector, KMDA.
19. Notice Board.
20. Office copy

Executive Engineer (E/M)/JNNURM-I
E/M Sector, KMDA