

**OFFICE OF THE EXECUTIVE ENGINEER (E/M)  
SWTP, EM Sector, KMDA.  
Thakurbatistreet, Serampore, Hooghly-712201**

No.: EE(E/M)/SWTP/3T-01/2024-25/82

Date. 22/10/2024

**Abridged**

**e-Tender No: EE(E/M)SWTP/T-15 of 2024-25, Dated: 22.10.2024**

The Executive Engineer (E/M)/SWTP ,for and on behalf of Kolkata Metropolitan Development Authority (KMDA) invites online percentage premium two-part e-tender from reliable, resourceful, bonafide and experienced agencies having successfully & satisfactorily completed the supply, fitting, fixing, installation testing and commissioning work of pump motor not less than 245 LPS @ 14 meter head at WTP/Clear water pump house during last 05 (Five) years in a State/Central Government or State/Central Government Undertaking / Statutory /Autonomous Bodies constituted under the Central/State statute and having work value not less than 14.00 lacs as stated in detailed notice for the below mentioned work:

Name of work	Estimated Amount (Rs)	Earnest Money to be deposited (Rs)	Time of completion	Cost of Tender Document
Supply, fitting, fixing, installation, testing and commissioning of horizontal split casing backwash pump having capacity of 245 LPS discharge at the head of 14 meter with 415 volt, three phase TEFC squirrel cage induction motor at Filter house, SWTP, KMDA	32,59,573.00	Rs.65,500.00 (Balanced amount to determine @2%ofcontract/accepted amount is to be deposited before issuing of order)	60 Days	NIL

An online request for participating in the tender is **from 05/11/2024, 17:00hrs.to 19/11/2024 15:00hrs.** Further details may be had from the detailed NIT at the office of the undersigned or from the KMDA website: <https://kmda.wb.gov.in/www.wbtenders.gov.in>

**Executive Engineer (E/M Sect.) SWTP,  
KMDA.**

No.: EE(E/M)/SWTP/3T-01/2024-25/82/1(11)

Date. 22/10/2024

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

1. The DG(E&AM), KMDA
2. The DG(W&S), KMDA
3. The CE(GAP), KMDA
4. The CE(WS), KMDA
5. The CE(SD&SWM), KMDA
6. The CE(E/M), KMDA
7. The CE, P&MC Sector, KMDA
8. The Superintending Engineer-E/M-II, E/M Sector, KMDA
9. 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.**
10. The AO, E/M Sector, KMDA.

**Executive Engineer (E/M Sect.) SWTP,  
KMDA.**

**OFFICE OF THE EXECUTIVE ENGINEER (E/M)  
SWTP, EM Sector, KMDA.  
Thakurbatistreet, Serampore, Hooghly-712201**

No.: EE(E/M)/SWTP/3T-01/2024-25/83

Date. 22/10/2024

**Detailed e-NIT**

**e-Tender No: EE(E/M)SWTP/T-15 of 2024-25, Dated: 22.10.2024**

The Executive Engineer (E/M)/SWTP ,for and on behalf of Kolkata Metropolitan Development Authority (KMDA) invites online percentage premium two-part e-tender from reliable, resourceful, bonafide and experienced agencies having successfully & satisfactorily completed the supply, fitting, fixing, installation testing and commissioning work of pump motor not less than 245 LPS @ 14 meter head at WTP/Clear water pump house during last 05 (Five) years in a State/Central Government or State/Central Government Undertaking / Statutory /Autonomous Bodies constituted under the Central/State statute and having work value not less than 14.00 lacs as stated in detailed notice for the below mentioned work:

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1.1	<b>Name &amp; Address of the tender Inviting authority</b>	:	Executive Engineer (E/M)/SWTP, E/M Sector, KMDA, Thakurbati street, Serampore, Hooghly-712201.
1.2	<b>Name &amp; Address of the Executing Cell</b>	:	Executive Engineer (E/M)/SWTP, E/M Sector, KMDA.
1.3	<b>Firm (s) / Contractor(s) eligible to submittender</b>	:	The eligible and willing prospective bidder to take part in the e-tendering process <b>will have to be enrolled</b> and registered with the Govt. e-procurement system, through logging on to <a href="http://wbtenders.gov.in">http://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.
1.4	<b>Collection of tender documents</b>	:	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	<b>Submission of Tenders</b>	:	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	<b>Date &amp; time limit</b> for request of tender (online)	: <b>from 05/11/2024,17:00hrs.to 19/11/2024 15:00hrs.</b>
1.7	<b>Date &amp; time limit</b> for submission of tender (online)	: <b>from 05/11/2024,17:00hrs.to 19/11/2024 15:00hrs..</b>
1.8	Date & time for opening of <b>Technical Bid</b> (online)	: <b>21/11/2024,15:00hours</b>
1.9	Financial Bid Opening Date & time (online)	: <b>To be notified latter.</b>
1.10	Date of Pre-Bid Meeting	: <b>13/11/2024,14:00hours</b>

## 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 equivalent documents as per Govt. norms, ESI, PF, GST Registration PAN etc in favour of the company from Government licensing Authority valid up to date, audited balance sheet & it returns both for last three financial years.

Having valid electrical contractors license in favour of the company & having supervisor with certificate of competency in relevant work from Govt. licensing Authority.

The intending tenderer shall have valid up to date clearance certificates of Professional Tax. If up to date PTCC is not obtained received copy of tax deposited Challan from the date of PTCC last issued/obtained to the current year shall have to be produced.

#### 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 two similar nature of works, 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

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 declaration (as per ‘Form – 2’) on non-judicial stamp paper in the form of the affidavit before the notary as to correctness/ true and genuine of the copies of all documents submitted and a declaration whether penalty/debarment etc. had been faced or not under any Govt. /Semi Govt. /Autonomous Body /Institution etc. as on the date of submission of bid.*

***A person/entity that is suspended/debarred by a procuring entity shall not be allowed to participate in any procurement process during the period of suspension/debarment unless the same has been revoked by the respective authority “***

**v)** *“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 **Form – 2** attached with this N.I.T. **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 by the successful bidder after issuance of LOI (If applicable).*

***A person/entity that is suspended/debarred by a procuring entity shall not be allowed to participate in any procurement process during the period of suspension/debarment unless the same has been revoked by the respective authority “***

**vi)** If the Suspension/Debarment Order is issued prior to the date of issue of “ Letter of Acceptance”,

“Letter of Acceptance cum work order” , “work order” , Notice to Proceed”, “Award of Contract”, etc for any bid, the suspended/debarred bidder shall not be qualified for award for the said bid and such procurement process will be dealt with as per existing norms by simply excluding the erring bidder.

- vii)** If the suspension / Debarment Order is issued after award of a Government project/ contract to the debarred bidder, the awarded project/contract shall not be prejudiced by the said order provided that the said offense (s) committed by the debarred bidder is not connected with the awarded project/contract.

**Note: However, if the suspension /debarment has been revoked by the respective authority as on the date of bid submission, the bidder will be allowed to participate.**

- viii)** The contractor shall preferably have local office situated in and around Kolkata or in its suburbs and the address to be mentioned.

- ix)** Partnership firm should submit a copy of the Partnership deed, otherwise the application may not be considered.

**x)** 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.

**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, equipments, parts, machines, vehicles, items etc to be supplied must be brand-new and Indian origin.

**xiii)** 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/like-wise personnel related to execution of the work during execution of the same. 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.

**xiv)** 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.

**xv)** The contractor preferably have local office situated in Kolkata or its suburbs. Bidders are requested to submit the Kolkata office address and contact person details (e-mail id, phone number etc.) along with the Part-I.

**xvi)** Solvency Certificate of at least 20 lac of estimated amount (not before 12 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.

**xvii)** Month means full calendar month.

**xviii)** Any type of joint venture, consortium etc., in any form, will not be accepted.

### **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 on percentage basis including all sorts of taxes, cess, duties, freight, insurance, loading-unloading, packing, forwarding etc, repairing and overhauling, supply of materials, consumables, tools and tackles, manpower etc, i.e. all inclusive and all complete in all respects, as per site-requirement & upto the satisfaction of the EIC (Engineer-in-charge). The rates 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.

### **3.0 Commissioning:**

The machines shall be commissioned after putting them into trial-operation for a period as per and up to the satisfaction of the EIC. All sorts of required consumables, manpower etc. shall have to be borne by the contractor. Rated to be quoted accordingly.

#### **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 10% (including the EMD, may be @02% of the contract amount) (time to time Govt. norms will be in vogue in this respect) of the completed work will be retained during processing/releasing of the same as security deposit money and the amount thus recovered will be released as mentioned elsewhere. This is inclusive of the security money (may be @02% 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 (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.

#### **6.0 Additional Performance Security:**

Additional Performance Security @10% of the tendered/accepted amount in the form of Bank Guarantee from a Scheduled Bank, valid up to the date of completion of work, shall be obtained from the successful bidder, if the accepted bid value is found @80% or less than the departmental estimated amount put to tender. If the bidder fails to submit Additional Performance Security within 7 (seven) working days from the date of Letter of Acceptance or the time period as approved by the Tender inviting Authority, his Earnest Money will be forfeited. If the bidder fails to complete the works successfully, the Additional Performance Security along with Security Deposit lying with the Government shall be forfeited at any time during the pendency of contract period as per relevant Clauses of the Contract. Necessary provisions regarding deductions of Security Deposit from the progressive bills of the Contractor as per relevant clauses of the contract will in no way be affected/ altered by this Additional Performance Security.

The Bank Guarantee is to be renewed accordingly, if required. This amount will be released in accordance with the usual practice prevailing in KMDA from time to time. While issuing bank guarantees in favour of KMDA, the issuing applicants must mention receiver's details as ICICI bank, IFSC: ICIC0006950, Branch Salt Lake, Sec-I, in BG text at which **SFMS IFIN 760** message to be sent by the issuing bank to establish the authenticity of the given BG"

## **7.0 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 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 TWELVE CALENDER MONTHS FROM THE DATE OF SUCCESSFUL COMPLETION OF WORK AND**

(ii) **“The word ‘Government’ means the Government of the State of West Bengal in Urban Development & Municipal Affairs Department.”**

### **8.0 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.

### **9.1. Opening and evaluation of tender:**

#### **9.2 Opening of Technical Proposal:**

a) Technical proposals will be opened by the Executive Engineer (E/M)/SWTP, 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. If there found any deficiency, the tender will summarily be rejected.

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

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

Financial proposal of bidders declared technically eligible by the tender accepting authority will be opened electronically from the web portal on prescribed date and time by the E.E. (E/M)/SWTP, 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) will be entertained once the date and time of submitting the technical bids 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, the authority may upload the final summary result.

**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 calendar 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 quoted will be all inclusive (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.

### **15.1 (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 Mobilization Advance**

No mobilization advance will be provided by the authority.

### **17.0 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.

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.

### **18.0 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.

**Executive Engineer (E/M Sect.) SWTP,  
KMDA.**

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

1. The DG(E&AM), KMDA
2. The DG(W&S), KMDA
3. The CE(GAP), KMDA
4. The CE(WS), KMDA
5. The CE(SD&SWM), KMDA
6. The CE(E/M), KMDA
7. The CE, P&MC Sector, KMDA
8. The Superintending Engineer-E/M-II, E/M Sector, KMDA
9. 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.**
10. The AO, E/M Sector, KMDA.
11. Notice Board.

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KMDA.**