# KOLKATA METROPOLITAN DEVELOPMENT AUTHORITY

OFFICE OF THE EXECUTIVE ENGINEER, DIVISION-IX/SWTP
CHOWDHURY PARA LANE, SERAMPORE, HOOGHLY.

No: 86/3T-01/IX/SWTP/2022-23 Dated: 16/08/2022.

**Abridged e-Tender NIT**

**Tender No.: EE-IX/T-05 of 2022-23.**

Notice inviting e-Tender is invited by the **EXECUTIVE ENGINEER, DIV-IX/SWTP, W&S SECTOR, KMDA** on behalf of the Kolkata Metropolitan Development Authority for the works mentioned in the list given below, through electronic tendering (e-tendering) from eligible and resourceful contactors with financial capability & having credentials as per Eligibility Criteria Stated below.

| Sl. No | Name of Work | Estimated Amount Rs. | Earnest Money Rs. | Time of Completion |
|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 |
| 1 | Emergent repairing of different dia pipeline (CI/DI/MS/GRP) varying from 100mm to 1200mm alongwith valve of different dia & make (Butterfly/Sluice/ Air /Non-Return) at Northern Zone of Distribution System of 20 MGD Serampore Water Treatment Plant. (Covering SWTP to Bhadreswar Municipal Area)<br>**Project Code:**- O&M-131 | 4,80,760.00 | 9,700.00 | 06 (Six) Months |

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

**Last date & time of submission of bids online is 02/09/2022 at 18:00 Hrs**

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

16/08/2022

EXECUTIVE ENGINEER (DIV-IX/SWTP)
W&S SECTOR, KMDA

No : 86/1(09)/3T-01/IX/SWTP/2022-23 Dated : 16/08/2022.

Copy forwarded for information to:-

1. The Chief Engineer, W&S Sector, KMDA.
2. The Joint Secretary (Works), KMDA
3. The Director of Finance, KMDA.
4. The Superintending Engineer (E/B), W&S Sector, KMDA.
5. The Deputy Secretary (P.R.), Public Relation & PIO/KMDA. He is requested to arrange for uploading the NIT in the KMDA website/Circulation/Publication in newspaper as per prevailing norms in KMDA. Four (4) copies of the same has been attached herewith.
6. The A.C.F.A., W&S Sector, KMDA.
7. Notice Board
8. The Respective File.

16/08/2022

EXECUTIVE ENGINEER (DIV-IX/SWTP)
W&S SECTOR, KMDA

# KOLKATA METROPOLITAN DEVELOPMENT AUTHORITY

OFFICE OF THE EXECUTIVE ENGINEER, DIVISION-IX/SWTP
CHOWDHURY PARA LANE, SERAMPORE, HOOGHLY.

No: 86/3T-01/IX/SWTP/2022-23 Dated: 16/08/2022.

**Detailed e-Tendering NIT**

**TENDER No: EE-IX/T-05 of 2022-23**

Notice inviting e-Tender is invited by the **EXECUTIVE ENGINEER, DIV-IX/SWTP, W&S SECTOR, KMDA** on behalf of the Kolkata Metropolitan Development Authority for the works mentioned in the list given below, through electronic tendering (e-tendering) from eligible and resourceful contactors with financial capability & having credentials as per Eligibility Criteria Stated below.

| Sl. No | Name of Work | Estimated Amount Rs. | Earnest Money Rs. | Time of Completion |
|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 |
| 1 | Emergent repairing of different dia pipeline (CI/DI/MS/GRP) varying from 100mm to 1200mm alongwith valve of different dia & make (Butterfly/Sluice/ Air /Non-Return) at Northern Zone of Distribution System of 20 MGD Serampore Water Treatment Plant. (Covering SWTP to Bhadreswar Municipal Area)<br>**Project Code:**- O&M-131 | 4,80,760.00 | 9,700.00 | 06 (Six) Months |

**If the bid value is 80% or less of the estimated amount, the L1 bidder will have to submit additional performance security @10% of tendered amount before issuance of Work Order, failing which EMD will be forfeited and the tender will be terminated**. Tender authority reserves the right to accept or reject any tender without assigning any reason.

**Eligibility Criteria:**

i) Intending Tenderer should produce Credentials of **Similar Nature of work** in single tender of the minimum value of 40% of the estimated amount put to tender during last 5(five) years prior to the date of issue of this tender notice in any Govt./Semi-Govt. / Undertaking /Autonomous Bodies / Statutory Bodies and Local Bodies; or,

ii) Intending Tenderer should produce Credentials of **Similar Nature of work** in two (2) tenders, each of the minimum value of 30% of the estimated amount put to tender during last 5(five) years prior to the date of issue of the tender notice in any Govt./Semi-Govt. / Undertaking /Autonomous Bodies / Statutory Bodies and Local Bodies; or,

iii) Intending Tenderer should produce credentials of one single running work of Credentials of **Similar Nature of work** which has been completed to the extent of 80% or more and value of which is not less than the desired value at i) above. In case of running works in any Govt./Semi-Govt. / Undertaking /Autonomous Bodies / Statutory Bodies and Local Bodies, only those Tenderer who will submit the certificate of satisfactory running work from the concerned executive Engineer, or equivalent competent authority with required credentials will be eligible for the tender in the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executed agency, i.e., the Tenderer.

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

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

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

**Last date & time of submission of bids online is 02/09/2022 at 18:00 Hrs**

The intending bidder must read the terms and conditions of the NIT carefully. He should particularly go through the eligibility criteria required and satisfy himself of the requirements for eligibility. He should only submit his bid if the considers himself eligible and he is in possession of all the documents required.
All information posted on the website consisting of NIT and related documents, Form No I, BOQ, Corrigendum etc. and Drawings if any, shall from part of the tender document.

**General Terms and Conditions and Information :**

**1. Eligibility for participation:**

Bonafide Contractors, Registered Engineers Co-operative Societies, Consortiums and Partnership firms registered with the State Government are eligible to participate, depending on the criteria as detailed below.

**2. Submission of Tenders**

**2.1 General process of submission**

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

**2.2 Technical Proposal**

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

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

(i) Application for Tender *(Vide Form-1)* (to be submitted in 'Forms' folder)
(ii) Notice Inviting Tender (NIT)*(to be submitted in 'NIT' folder)*
(iii) Earnest Money Deposit (EMD) – Earnest Money will be deposited by the bidder electronically: online through his net banking enabled bank account, maintained at any bank or offline through any bank by generating NEFT/RTGS Challan from the e-tendering portal by payment gateway of ICICI Bank, in favour of the **KOLKATA METROPOLITAN DEVELOPMENT AUTHORITY**. Intending Bidder will get the Beneficiary details from e-tender portal with the help of Digital Signature Certificate and may transfer the **EMD** from their respective bank as per the Beneficiary Name and Account No., Amount, Beneficiary Bank Name (ICICI ) and IFSC Code and also e-procurement Ref. No. The Earnest Money of the of the unsuccessful bidders will be refunded

through online process after uploading AOC (Award of Contract) as per Govt. order no : 3975 F(Y), Dated: 28.07.2016 of Secretary Finance Department, Govt. of West Bengal.

**If the L1 bidder does not agree to execute the job after opening of Bid, the Earnest Money will be forfeited without any further intimation and may be construed as an attempt to disturb the tendering process and dealt with accordingly legally including debarment up to 3(three) years of the Bidder.**

(iv) Scanned Copy of One affidavit before Notary will have to be submitted for each serial mentioning the correctness of the documents and a declaration of penalty debarment etc. faced by him under any Govt. /Semi- Govt./Autonomous body/Institution, online at desired location. (as per Format Attached).

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

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

**(i) Certificates:**

1) Professional Tax (PT) submission Challan, IT returns for last (3) three years and PAN Card details. Application for such addressed to the competent authority may also be considered.
2) GST Registration Certificate. (updated).
3) Bank solvency Certificate not less than @10% of the estimated amount put to tender to be issued from any Scheduled Bank not before six months from the date of submission of e-NIT and valid for a period of not less than one year from the date of issue.

**(ii) Company Details:**

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

2. No Joint Ventures or consortiums will be considered for participating of this Tender

**(iii) Credential:**

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

**(iv) Balance Sheet:**

Audited Balance Sheets and I.T. Return of last three (3) financial years with auditor's certificate, regarding annual turnover from contracting business in each year. If the company was set up less than three years ago, balance sheet for the nos. of years since inception is to be submitted. **The intending bidder must have average annual turnover (in last three years) of at least 15% of the estimated amount put to tender.**

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

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

**(vi) Others: Any other documents found necessary: -**

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

**(vii)** The bidder should not have record of poor performance or they should not have been blacklisted by any employer during the last five years prior to the date of the NIT. Such abandonment or punishment will be considered as disqualification towards eligibility. A declaration in this respect through affidavit has to be furnished by **the prospective bidders as per Format IV without which the Technical Bid shall be treated as non-responsive**. The scanned copy of the affidavit should be uploaded with the non-statutory cover and the hard copy should **preferably be submitted** along with the non-statutory documents.

### 2.2.1 Financial Proposal

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

(i) Bill of Quantities (BOQ): The contractor is to quote the rate (percentage above or below) online through computer in the space marked for quoting rate in the BOQ *(only downloaded copies of the above documents are to be uploaded, virus scanned and digitally signed by the contractor).*

### 3.0 Completion Certificate:

(i) Completion Certificates for fully completed works during the current year and last five financial years will only be accepted. Certificates issued for partly completed works will not be considered.

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

### 3.1 Penalty for suppression / distortion of facts

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

**3.2 Eligibility criteria for participating in more than one(1) Tender:**

Normally separate completion certificates (CC) of 100% completed works is to be provided for participation in separate works in a particular NIT. However,C.C for one particular work may be considered as eligible for participations in maximum two(2) no of serials, provided required credentials for both the works satisfies the requirements in all respect from one such completion certificate.

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

Income Tax, GST, Professional-Tax, Royalty, Construction workers' Welfare Cess and similar other Taxes as per GOVT. Rule to be borne by the contractor and the rate should be quoted accordingly after consideration of all these charges.

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

Before submitting any tender, the intending tenderers should make themselves acquainted thoroughly with the local conditions prevailing at site by actual inspection of the site and taking into consideration all factors and difficulties like to be involved in the execution of work in all respect including transportation of materials, communication facilities, climate conditions, nature of soil, availability of local labour and market rate prevailing in the locality etc. and no claim, whatsoever, will be entertained on these account afterwards. In this connection intending tenderers may contact the office of the Executive Engineer, concerned with the work between 13:00 hours to 16:00 hours on any working day prior to date of submission of tenders.

**3.5 Conditional and incomplete tender:**

Conditional and incomplete tenders are liable to summary rejection.

**4.0 Opening and evaluation of tender:**

**4.1 Opening of Technical Proposal: -**

a) Technical proposals will be opened by the Tender inviting authority or his authorized representative electronically from the website stated above, using their Digital Signature Certificate.

b) Intending tenderers may remain present at the time of opening if they so desire.

c) Cover (Folder) for Statutory Documents (vide Clause 3.2A) will be opened first and if found in order, Cover (Folder) for Non-statutory Documents (vide Clause 3.2.B) will be opened. If there is any deficiency in the Statutory Documents, the tender will summarily be rejected.

d) Decrypted (transformed into readable formats) documents of the Non-statutory Cover will be evaluated to finalize eligible tenderers.

**4.2 Tender Evaluation Committee (TEC)**

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

**4.3 Uploading so summary list of technically qualified renderers (1st round)**

i) Pursuant to scrutiny and decision of the Technical Evaluation Committee (TEC), the summary list of eligible tenderers for a particular serial of work who's Financial Proposals will be considered will be uploaded in the web portals.

ii) While evaluation, the Committee may summon the tenderers and seek clarification / information or additional documents or original hard copy of any of the documents already submitted and if these cannot be produced within the stipulated timeframe, their proposals will be liable for rejection.

**4.4 Opening and evaluation of Financial Proposal**

i) Financial proposals of the tenderers declared technically eligible by the Tender Evaluation Committee will be opened electronically by the Tender Inviting Authority from the web portal stated above on the prescribed date.

ii) The encrypted copies will be decrypted and the rates will be read out to the contractors remaining present at that time.

iii) After opening of the financial proposal the preliminary summary result containing inter-alia, name of contractors and the rates quoted by them will be uploaded.

iv) If the Tender Accepting Authority is satisfied that the rate obtained is fair and reasonable and there is no scope of further lowering down of rate, he may after having the comparative Statement checked; upload the final summary result containing the name of contractors and the rates quoted by them against each work after acceptance of the rate.

v) The Tender Accepting Authority may ask any of the tenderers to submit analysis to justify the rate quoted by that tenderer.

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

**6.0 Acceptance of Tender.**

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

**6.1 Tender Accepting Authority**

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

a) For tenders up to 2.0 crores: *Superintending Engineer with approval of Sectoral Tender Committee.*
b) For tenders above 2.0 crores up to 4.0 cores: *Chief Engineer with approval of Works & Tender Committee KMDA.*
c) For tenders of value 4.0 crores or more: *With approval of Reconstituted Works & Tender Committee.*

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

The tenderers, whose tender is approved for acceptance, shall within 15 days of the receipt of Letter of Acceptance (LOA) to him, will have to execute 'Formal Agreement' with the Tender Accepting Authority in six copies and one original copy of KMDA Form No. I which may be purchased on Cash Payment/Demand Draft from the office of the Executive Engineer concerned with the work.

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

**7.0 Payment**

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

**Security Deposit**

i) Earnest Money @ 2% of the estimated value put to tender would be converted to Security Deposit in case of the successful bidder. Security Deposit towards performance security amounting to @8.0 % of the work value shall be deducted from the R/A Bill as per prevailing order. No interest will be paid on Security Deposit.
ii) 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 end date of the security period.
iii) For this work security period will be a Period of 03 (Three) months, that will start after completion of the work.

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

a) Tender Form No. I of KMDA.
b) N.I.T.
c) Pre- Bid Queries: The bidders has to attend the Pre-Bid Meeting & submit queries during meeting.

**9.0 Withdrawal of Tender:** As per NIC Rules.

For any quarries/ clarification regarding the uploading of documents and tendering process please contact the Concern Executive Engineer, Division- IX/SWTP, W&S Sector, KMDA.

10.0 **Schedule of Dates for e-Tendering**

| Sl. No | Activity | Date & Time |
|---|---|---|
| 1. | Publishing Date | 26/08/2022 at 15:00 Hrs |
| 2. | Document Download start date | 26/08/2022 at 15:00 Hrs |
| 3. | Bid submission start date | 26/08/2022 at 15:00 Hrs |
| 4. | Document Download end date | 02/09/2022 at 18:00 Hrs |
| 5. | Bid submission end date and time | 02/09/2022 at 18:00 Hrs |
| 6. | Technical Bid opening date | 05/09/2022 at 12:00 Hrs |
| 7. | Uploading of preliminary list of Technically qualified bidders. | To be notified later |
| 8. | Uploading of final list of Technically qualified bidders | Do |
| 9. | Financial Bid opening date | Do |
| 10. | Uploading of Financial Bid evaluation sheet | Do |

## Additional Terms & Conditions

1. The Executive Engineer of the Division concerned will be the Engineer-in-Charge in respect of the contract and all correspondence concerning rates, claims, change in specification and/or design and similar important matters will be valid only if made by the Engineer-in-Charge. If any correspondence of above tender is made with Officers other than the Engineer-in-charge for speedy execution of works, the same will not be valid unless copies are sent to the Engineer-in-Charge and approved by him. The instruction given by the Assistant Engineer and the Junior Engineer on behalf of the Engineer-in-Charge shall also be valid (who have been authorized to carry out the work on behalf of the Engineer-in-Charge) regarding specification, supervision, approval of materials and workmanship. In case of dispute, the decision of Engineer-in-Charge shall be final and binding.
2. The acceptance of the tender will rest with the Tender Accepting Authority without assigning reason thereof. The accepting authority reserves right to reject any or all tenders without assigning any reason thereof.
3. There shall be no provision for arbitration.
4. The Bidder shall have to comply with the provisions of (a) Contract labour (Regulation & abolition) Rules, 1970(b) Minimum Wages Act 1948 or the modification thereof or any other laws relating thereto as will be in force from time to time.
5. Department shall not entertain any claim whatsoever from the contractor for payment of compensation on account of idle labouror machinery on any ground including non-possession of land or any other reason.
6. The Authority shall not be held liable for any compensation due to idling of man & machineries for any circumstances including untimely rains, other natural calamities, strike etc.
7. Imposition of any duty / tax / royalty etc. whatsoever of its nature (after work order / Commencement and completion of the work) is to be borne by the bidder. Original challans of those materials, which are procured by the bidder, may be asked to be submitted for verification.
8. Cess @1% of the cost of construction works shall be deducted from the gross value of the bill in terms of Finance Department Order No : 853–F, dated : 01.02.2006. Also it is instructed to register his establishment under the Act, under the competent registering Authority, i.e. Assistant Labour Commissioner/ Dy. Labour Commissioner of the region concerned. Service Tax as applicable as per present norms will be charged from the eligible bidder.

9. No mobilization / secured advance will be allowed unless specified otherwise.

10. Income Tax, GST and other Taxes if any are to be paid by the contractor. No extra payment will be made for these. The rates of supply and finished work items are inclusive of these.

11. All working tools and plants, electricity supply, scaffolding, construction of vats & platforms will have to be arranged by the contractor at his own cost.

12. The contractor shall supply mazdoors, bamboos, ropes, pegs, flags etc. for laying out the work and for taking and checking measurements for which no extra payment will be made.

13. The contractor should see the site of works and tender documents, drawings etc. before submitting tender and satisfy himself regarding the condition and nature of works and ascertain difficulties that might be encountered in executing the work, carrying materials to the site work, availability of drinking water and other human requirements and security etc. The Engineer-in-Charge may order the contractor to suspend any work that may be subjected to damage by climate conditions. No claim will be entertained on this account. The contractor will not be entitled to any claim or extra rate on any accounts.

14. A machine page numbered Site Order book (with triplicate copy) will have to be maintained at site by the contractor and the same has got to be issued from the Engineer-in-Charge before commencement of the work. Instructions given by inspecting officers will be recorded in this book and the contractor must note down the action taken by him in this connection as quickly as possible.

15. The work will have to be completed within the time mentioned in the tender notice. A suitable work program is to be submitted by the contractor within 7(seven) days from the date of receipt of work order which should satisfy the time limit of completion. The contractor should inform in writing the name of his authorized representative at site within 7 (seven) days from the date of receipt of work order who will receive instruction of the work, sign measurement book, bills and other Govt. papers etc.

16. No compensation for idle labour, establishment charge or on other reasons such as variation of price index etc. will be entertained.

17. All possible precautions should be taken for the safety of the people and work force deployed at worksite as per safety rule in force Contractor will remain responsible for his labour in respect of his liabilities under the Workmen's Compensation Act etc. He must deal with such cases as promptly as possible. Proper road signs as per P.W.D. practice will have to be made by the contractor at his own costs while operating a republic thoroughfare.

18. The contractor will have to maintain qualified technical employees and/or Apprentices at site as per prevailing Apprentice Act or other Department Rules & Orders circulated from time to time.

19. The contractor will have to accept the work program and priority of work fixed by the Engineer-in-Charge so that most vulnerable reach and / or vulnerable items be completed before the date needed by the Department due to impending monsoon or rise of water level or for other reasons.

20. The quantities of different items of work mentioned in the tender schedule or in work order are only tentative. In actual work, these may vary considerably. Payment will be made on the basis of works actually done in different items and no claim will be entertained for reduction of quantities in some items or for omission of some items. For execution of quantitative excess of any item beyond 10% or supplementary works, approval of the Superintending Engineer / Chief Engineer would be required depending on whoever be the Tender Accepting Authority, before making payment.

21. Any materials brought to site by contractor must be subject to approval of the Engineer-in-Charge. The rejected materials must be removed by the contractor from the site at his own cost within 24

hrs. of issue of the order to that effect. The rates in the schedule are inclusive of cost and carriage of all materials to worksite. The materials will have to be supplied in phase with due intimation to the Assistant Engineer/Executive Engineer concerned in conformity with the progress of the work. For special type of materials, relevant Data Sheet containing the name of the Manufacturers. Test Report etc. will also be submitted in each occasion. Engineer-in-Charge may conduct independent test on the samples drawn randomly before according approval for using the materials at site. In this regard decision of Engineer-in-Charge is final and binding.

22. The contractor shall have to satisfy the Engineer-in-charge regarding the proper utilization of materials which have been issued departmentally.

23. Escalation of price on any ground and consequent cost overrun shall not be entertained under any circumstances.

24. Rejection of Bid: The employer (Tender accepting authority) reserves the right to accept or reject any bid and to cancel the bidding processes and reject all bids at any time prior to the award of contract without thereby incurring any liabilities to the affected tenderer /s or any obligations to inform the affected tenderer /s of the ground for employer's (Tender accepting authority) action.

25. Before issuance of work order the Tender Inviting Authority will verify the credential and relevant documents of the lowest Tenderer. After verification if it is found that the documents submitted by the lowest tenderer is either manufactured/false in that case work order will not be issued in favour of the said tenderer under any circumstances.

26. In case of the amount of extra or additional length of pipeline work or an occurrence of natural calamity referred to, in these Conditions, an extension of time for the completion of the works may be allowed and the Engineer shall determine the period of such extension and shall notify the Employer and the Contractor accordingly. Provided that the Engineer is not bound to take into account any extra or additional pipe laying work or other special natural calamity unless the Contractor has within Fifteen days after such work has been commenced, or such circumstances have arisen or as soon then after as is practicable, submitted to the Engineer's Representative full and detailed particulars of any extension of time to which he may consider himself entitled in order that such submission may be investigated at the time.

27. (1) Liquidated Damages for Delay – If the Contractor shall fail to achieve completion of the Works within the time prescribed hereof, then the Contractor shall pay to the Employer the sum stated in the Contract as liquidated damages for such default and not as a penalty for every day of part of a day which shall elapse between the time prescribed hereof and the date of certified completion of the Works. The Employer may without prejudice to any other method of recovery, deduct the amount of such damages from any money in his hands, due or which may become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor form his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract.

(2) Reduction of liquidated Damages – If, before the completion of the whole of the Works any part or section of the Works has been certified by the Engineer as completed, pursuant to hereof, and occupied or used by the Employer, the liquidated damages for delay shall, for any period of delay after such certificate and in the absence of alternative provision in the contract be reduced in the proportion which the value of the part or section so certified bears to the value of the whole of the Works.

(3) Extent of Liquidated Damages – The liquidated damages referred to in sub-clause (1) for delay of each day or part thereof, shall be at the rate of one percent (1%) or such smaller amount as

the Employer may decide, or the total value of the Contract Price excluding the value of such part or section of the works as may have been covered by certificate of completion in terms of the provisions of sub-clause (2) above, Provided however that in no case shall be total amount of liquidated damages exceed ten percent (10%) of the total Contract Price for whole Works.

(4) Liquidated Damage as Reasonable Compensation – The 'Liquidated damage' referred to in sub-clause (1) to (3) above, shall be considered as reasonable compensation to the applied to the use of the Employer without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

(5) No bonus for Early completion – The Contractor shall not be entitled to payment of any bonus for early completion of the Works.

28. CONTRACTOR TO SEARCH: The Contractor shall, if required by the Engineer in writing, search under the directions of the Engineer, for the cause of any defect, imperfection or fault appearing during the progress of the Works or in the period of Maintenance. Unless such defect, imperfection or fault shall be one for which the contractor is liable under the contract, the cost of the work carried out by the contractor in searching as aforesaid shall be borne by the Employer. If such defect, imperfection or fault shall be one for which the contractor is liable as aforesaid, the cost of the work carried out in searching as aforesaid shall be borne by the contractor and he shall in such case repair, rectify and make good such defect, imperfection or fault at his own expense in accordance with the provisions of Clause 48 hereof to the satisfaction of the Engineer.

28.1 ALTERATIONS, ADDITIONS AND OMISSIONS:

Variations – The Employer may make any variation of the form, quality or quantity of the Works or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion, be desirable, he shall have power to order the Contractor to do and the Contractor shall do any of the following:

(a) Increase or decrease the quantity of any work included in the contract.

(b) Omit the work.

(c) Change the character or quality or kind of any such work.

(d) Change the levels, lines position and dimensions of any part of the Works.

(e) Execute additional work of any kind necessary for the satisfactory completion of the works or for deriving satisfaction of the Employer. It is expressly provided that no such variation shall, in any way vitiate or invalidate the Contract, but the value, if any, of all such variations shall be taken into account in ascertaining the amount of the Contract Price.

28.2 Orders for variations to be in writing – No such variations shall be made by the Contractor without an order in writing from the Employer. Provided that no order in writing shall be required for insignificant increase or decrease in the quantity of any work where such increase or decrease is not the result of an order given under this Clause, but is the result of the quantities exceeding or being less than those stated in the Schedule of prices. Provided also that if for any reason the Employer shall consider it desirable to give any such order verbally, the Contractor shall comply with such order and any confirmation in writing of such verbal order given by the Employer

whether before or after the carrying out of the order, shall be deemed to be an order in writing within the meaning of this Clause. Provided further that in the event of non-receipt of written confirmation from the Employer, the Contractor shall, within even days, confirm the same from his end in writing to the Employer, and if such confirmation is not contradicted in writing within fourteen days by the employer, it shall be deemed to be an order in writing by the Employer.

28.3 Valuation of variations – The extra or additional pipeline work done or work omitted or substituted as per the drawing approved by the authority or by order of the Employer shall be valued at the rates and prices set out on pro-rata basis as quoted on Schedule of Price in Volume-II of the NIT, if, in the opinion of the Employer, the same shall be applicable as it is or with addition to or subtraction from an accepted item. In case of any reduction of pipeline from the length as mentioned in Volume-II of NIT, the total contract amount shall be decreased on pro-rata basis.

29. REMEDIES AND POWERS:

1) Default of contractor – If the Contractor shall become bankrupt, or have a receiving order made against him, or shall present his petition in bankruptcy, or shall made an arrangement with or assignment in favour of his creditors, or shall age to carry out the Contract under a committee of inspection of his creditors or, being a corporation, shall go into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction), or if the Contractor shall assign the Contract, without the consent in writing of the Employer first obtained, or shall have an execution levied on his goods, or if the Engineer shall certify in goods, or if the Engineer shall certify in writing to the Employer that in his opinion the Contractor:

a) has abandoned the Contract, or

b) without reasonable excuse has failed to commence the Works or has suspended the progress of the Works for Fifteen days after receiving from the Engineer written notice to proceed, or

c) has failed to remove materials from the Site or to pull down and replace work for fifteen days after receiving from the Engineer written notice that the said materials or work had been condemned and/or rejected by the Engineer under these conditions, or

d) despite previous warnings by the Engineer, in writing, is not executing the Works in accordance with the Contract, or is persistently or flagrantly neglecting to carry out his obligation under the Contract, or

e) has, to the detriment of good workmanship, or in defiance of the Engineer's instructions to the contrary, sublet any part of the Contract.

2) Valuation at date of forfeiture – The Engineer shall, as soon as may be practicable after any such entry and expulsion by the Employer, fix and determine expert, or by or after reference to the parties, or after such investigation or enquiries as he may think fit to make or institute and shall certify what amount, if any, had at the time of such entry and expulsion been reasonably earned by or would reasonably accrue to the Contractor in respect of work then actually done by him under the Contract and the value of any of the said unused or partially used materials, and Constructional Plant and any Temporary Works.

3) Payment after forfeiture – If the Employer shall enter and expel the Contractor any money on account of the Contract until the expiration of the Period of Maintenance and thereafter until the

costs of execution and maintenance, damages for delay in completion, if any and all other expenses incurred by the Employer have been ascertained and the amount thereof certified by the Engineer. The Contractor shall then be entitled to receive only such sums or sums, if any, as the Engineer may certify would have been payable to him upon due completion by him after deducting the said amount. If such amount shall exceed the sum which would have been payable to the Contractor on due completion by him, then the Contractor shall, upon demand, pay to the Employer the amount of such excess and it shall be deemed a due by the Contractor to the Employer and shall be recoverable accordingly.

30. Land for Contractor's Establishment:

For the purpose of constructing Contractor's Store yard, godowns, site office and ancillaries, he may utilise portion of the land belonging to the Employer at such location as would not interfere to execute other co works. For all these, the Contractor shall have to obtain the requisite permission of the Engineer. The Contractor shall for this purpose submit to the Engineer for his approval a plan of the proposed layouts for the site facilities. The Engineer reserves the right to alter and modify the Contractor's proposals as the Engineer may deem fit.

30.1 Water and Electricity for Construction:

30.1.1 The Contractor shall have to make his own arrangement for supply of water and for electrical power that may be required for or in connection with the works. No payment on this account will be entertained. However, KMDA may assist in getting power.

30.1.2 Arrangement for supply of piped water may not be possible. The Contractor will have to make arrangement for supply of drinking water and water required for constructions works by sinking tube wells or other suitable alternatives. The Tenderers shall investigate this matter during site inspection before submission of tenders. No payment will be entertained on this account.

30.1.3 Nevertheless, electrical power from usual supply agencies may not be continuously available due to various reasons including load shedding. In case of non-availability of electrical power the contractor will have to make his own arrangements for electrical power through generations. Contractor should include such aspects while quote his rate. No payment will be entertained on this account. When drawing power from the KMDA's power point, the contractor shall have to bear the cost of electrical charges. The route of conveyance shall be subject to approval by the Engineer-in-Charge and will be in accordance with I.E. Rules.

31. First-Aid Facilities:

The Contractor shall arrange for medical attentions to be promptly available when necessary. He shall for this purpose, provide a number of First-Aid stations at suitable locations within easy reach of the workmen and other staff engaged in the Works. Each First-Aid station shall be properly equipped and will remain in charge of a suitably qualified person. The Contractor shall also provide for transport of serious cases to the nearest hospital. All these arrangements shall be to the approval of the Engineer.

32. Safety Measures:

The Contractor shall be responsible for the safety of all workmen and other persons entering or in the works and shall at his own expense and to the approval of the Engineer, take all measures necessary to ensure their safety. Such measures shall include the provisions of helmets (Especially where work at a height is involved), provision of gum-boots to workers engaged in cement concrete or other works. Scaffolding or other measures required for working at a height shall be strong and rigid and have to be provided with suitable and convenient access. Shoring required for deep excavation must be adequate and rigidly braced and strutted. Other safety measure that the Engineer may direct, depending on the exigencies of the location and nature of work and other relevant factors shall be provided by the Contractor.

33. Supervisory Staff:

The Contractor shall engage an experienced and qualified Site Manager to be in day to day charge of the work and he should be authorised to receive instructions from the Engineer. He shall receive orders given by the Engineer from time to time and shall act on them promptly. The Contractor shall, during working hours, maintain engineer and supervisors of sufficient training and experience to supervise the various items and operations of the work. Orders and directions given to such engineers and supervisors or other staff of the Contractor shall be deemed to have been given to the Contractor. The Chief Engineer of the Contractor responsible for this work, by whatever designation he may be known, but who will be specified on award of the Contract shall at least once in a fortnight inspect the works and shall discuss with the Engineer the conduct and progress of the work.

34. Layout and Checking:

The contractor shall provide all labour, skilled and unskilled and all materials needed for carrying out, as directed, survey, laying out, setting out, checking of works, taking measurements, testing hydraulic and other structures, without any extra payment.
The Contractor shall also provide approach and access to all the works and stores without any extra cost.

35. Co-operation with other Contractors:

Some works in plant site have been already done/are being done/will be done through other contractors. In the event of any such work the contractor shall have to work in full co-operation and in close co-ordination with other contractor/contractors. Any difficulty that may arise in this connection will have to be amicably settled by the contractors amongst themselves. If that be not possible, the matter shall be referred to the Engineer whose decision shall be final and binding on all the parties. However, the site allocated to the contractor may be fenced at the Contractor's cost provided any necessary access to others as it required is given. The contractor will be permitted to use only the access to the site as indicated on the site plan of Tender Drawing.

36. Testing & Testing Equipment

36.1 Testing of materials to be used in the permanent work or of the quality of finished items, shall have to be done from approved laboratory at the expense of the contractor.
The contractor shall afford at his own cost necessary facilities in providing the requisite materials and other assistance that may be required by the Engineer including transport of the test specimens to the laboratory referred to above.

36.2 The Contractor shall provide at his own cost necessary equipment for such testing which by the nature of work may have to be done at site or for taking samples for testing in laboratories. These include sufficient number of slump cones, standard 150 mm metal cube moulds, sets of I.S. sieves, thermometer, weighing balances, graduated measuring cylinders, complete set of equipment for in-site density test, thermometers and any other miscellaneous equipment that may be required by the Engineer or his Representative. The Contractor shall also provide necessary arrangement for curing of concrete cube specimens, as instructed by the Engineer.

37. Construction Records:

The Contractor shall keep and supply to the Engineer the up-to-date records of the dimensions and positions of all permanent works (showing therein any approved deviation between the drawing and the work as actually executed). The information available from the records must be adequate and complete to enable preparation of "as-made" drawing by the Contractor from these records.

38. Satisfactory completion of various items:
The sub-works included in the Schedule of Prices are job works on lump sum basis. The various items of the sub-work are to fit in perfectly in the whole plant in every respect so as to form effective

working parts of the whole plant as per satisfaction of the Engineer. Each sub-work will be considered as complete when it is completed as per specifications and put into commission, as per standards, as a successful component part of the whole plant.

39. Checking Quality of Work:

Should the Engineer consider it necessary to satisfy himself as to the quality of the work, the Contractor shall, at any time during continuance of the contract, offer sample of work done or if necessary pull down a reasonable part of the work enough for such inspection and testing as the Engineer may direct and the Contractor shall make good the same at his cost and to the satisfaction of the Engineer without any extra cost.

40. Recording Measurements
Though the offer is on lump sum basis, the Contractor shall give not less than five days notice, in writing to the Engineer, about the work which is proposed to be covered or placed beyond the reach of measurements so that measurements may be taken before the work is covered, bar bending schedule is to be provided five days before the casting date. If any work is covered without such written notice, the same shall be uncovered at the cost of the Contractor and in default hereof no payment or allowances shall be made for such work. These requirements apply for all the component items executed for the sub-work for which lump sum price is quoted.

41. Reports and Returns
The Contractor shall maintain at Site daily records of progress with regard to the works carried out, labour engaged and construction equipment deployed. These will form the basis of preparing periodic reports and returns as may be required by the Engineer and in the manner as directed by him. These daily records shall be made accessible to the Engineer or his Representative as and when desired by him.

42. Site Books

42.1 For the purpose of quick communication between the Engineer or his Representative and the Contractor or his Agent or Representative, Site Books shall be maintained at site in the manner described below. Any communication relating to the works may be conveyed through records in the Site Books. Such a communication from one party to the other shall be deemed to have been adequately served specified elsewhere in the General Conditions of Contract. Each Site Book shall have machine-numbered pages in triplicate and shall be carefully maintained and preserved.

42.2 The Contractor shall keep Site Books at various places Site work is being carried out so as to be readily available to the Engineer or his Representative. Any instruction or order which the Engineer or his Representative may like to issue to the Contractor may be recorded by him in the Site Book and two copies thereof taken by him for his record. The Contractor or his Agent or Representative may similarly maintain separate Site Book for any communication he may like to send to the Engineer or his Representative. Two copies thereof when sent to the Engineer's Representative and receipt obtained thereof, will constitute adequate service of the communication to the Engineer.

43. NO INTEREST ON DUES:
No interest will be payable by the Employer on the amount due to Contractor pending final settlement.

44. POSSESSION PRICE TO COMPLETION:
The Authority shall have the right to take possession for use of any completed or partly completed part of the work. Such possession or use shall not be deemed to be an acceptance of any work not completed in accordance with the agreement.

45. TENDER TO STRICTLY COMPLY WITH SPECIFIED CONDITIONS AND ALL OTHER SPECIFICATIONS.

It should be clearly noted that the Tenderers have to strictly comply with the specifications and other terms and conditions laid down in this document and no variations are permissible. This is necessary for the purposes of comparison of tenders received.

The Contractor shall stand guarantee for producing potable water as per the standards laid down in the tender and for the works carried out under this contract.

16/08/2022

EXECUTIVE ENGINEER (DIV-IX/SWTP)
W&S SECTOR, KMDA

No: 86/1(09)/3T-01/IX/SWTP/2022-23 Dated : 16/08/2022.

Copy forwarded for information to:-

1. The Chief Engineer, W&S Sector, KMDA.
2. The Joint Secretary (Works), KMDA
3. The Director of Finance, KMDA.
4. The Superintending Engineer (E/B), W&S Sector, KMDA.
5. The Deputy Secretary (P.R.), Public Relation & PIO/KMDA. He is requested to arrange for uploading the NIT in the KMDA website/Circulation/Publication in newspaper as per prevailing norms in KMDA. Four (4) copies of the same has been attached herewith.
6. The A.C.F.A., W&S Sector, KMDA.
7. Notice Board
8. The Respective File.

16/08/2022

EXECUTIVE ENGINEER (DIV-IX/SWTP)
W&S SECTOR, KMDA