

OFFICE OF THE EXECUTIVE ENGINEER,  
MECHANICAL DIVISION – II, E M SECTOR, K.M.D.A.  
UNNAYAN BHAVAN, BLOCK – L, 1<sup>ST</sup> FLOOR,  
SALT LAKE CITY, KOLKATA – 700 091.

**Abridged e-Quotation Notice No:**  
**KMDA/EM/EE/MD-II/NIQ-02/2024-25 dated 24.07.2024.**

Executive Engineer, Mechanical Division - II, EM Sector, KMDA for and on behalf of Kolkata Metropolitan Development Authority (KMDA) invites online e-Quotation in Two Parts for the following work from the eligible agencies. All necessary information for participation in the Quotation are stated in Detailed e- Quotation Notice.

Sl. No.	Description of work	Amount (Rs.)	Earnest Money Deposit (Rs.)	Time of completion
1.	Operation, guarding, cleaning including daily / periodic Maintenance etc. of the Clear water pumping equipments and articles with Sub-station equipments etc. at Clear Water Pumping Station at Baraichanditala under Chandannagar Municipal Corporation.	To be Quoted	1,10,000.00 (Initial)	28 months

- An online request for participating in the Quotation is **from 01.08.2024, 14.00 hours to 21.08.2024, 14.00 hours**. Further details may be had from the detailed NIQ at the office of the undersigned or from the KMDA web site: <https://kmda.wb.gov.in> and [www.wbtenders.gov.in](http://www.wbtenders.gov.in)

Executive Engineer  
Mechanical Division- II,  
EM Sector, KMDA

No: 16 / / (12) / KMDA / EM / MD- II / T - 8/17

Dated: 24.07.2024.

Copy forwarded to:

1. The Chief Engineer (M), EM Sector, KMDA.
2. The Chief Engineer In-Charge (M), EM Sector, KMDA.
3. The Superintending Engineer, E/M- II, EM Sector, KMDA.
4. The Superintending Engineer, MC-II, EM Sector, KMDA.
5. The Deputy Secretary (PR), KMDA - With the request to publish the tender notice to the four (two of which must be in English) leading dailies of national importance and in KMDA & GOWB web-site. The Copy of the approval of the Scheme is enclosed along with copy of AA&FS.
- 6-9. The Executive Engineer, MD -I/III/IV/V, EM Sector, KMDA.
10. The A.C.F.A., EM Sector, KMDA.
11. The D.A., M.D. – II, EM Sector, KMDA.
12. Notice Board.

Executive Engineer  
Mechanical Division- II, EM Sector, KMDA.

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SALT LAKE CITY, KOLKATA – 700 091.

**Detailed e-Quotation Notice No:**  
**KMDA/EM/EE/MD-II/NIQ-02/2024-25 dated 24.07.2024**

Executive Engineer, Mechanical Division - II, for and on behalf of Kolkata Metropolitan Development Authority (KMDA) invites online Quotation in two Parts from eligible agencies for the following works. The criteria for participation in the Quotation are mentioned in detail below.

<b><u>Sl no.</u></b>	<b><u>Items for consideration</u></b>	<b><u>Information</u></b>
1.1	<b>Name of Works</b>	: Operation, guarding, cleaning including daily / periodic Maintenance etc. of the Clear water pumping equipments and articles with Sub-station equipments etc. at Clear Water Pumping Station at Baraichanditala under Chandannagar Municipal Corporation.
1.2	<b>Name &amp; Address of the Quotation Inviting authority</b>	: Executive Engineer, Mechanical Division - II, EM Sector, KMDA, Unnayan Bhavan, 'L' Block, 1 <sup>ST</sup> floor, Salt Lake City, Kolkata-91.
1.3	<b>Name &amp; Address of the Executing Cell</b>	: Executive Engineer, Mechanical Division - II, EM Sector, KMDA, Unnayan Bhavan, 'L' Block, 1 <sup>ST</sup> floor, Salt Lake City, Kolkata-91.
1.4	<b>Firm (s) / Contractor(s) eligible to submit Quotation</b>	: Any agency willing to take part in the e-Quotating 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 Quotations from the approved service provider of the NIC.
1.5	<b>Estimated Value of work</b>	: To be Quoted
1.6	<b>Earnest Money Deposit</b>	: Rs. 1,10,000.00 (Initial)
1.7	<b>Time of Completion</b>	: 28 months from the date of firm order.
1.8	<b>Collection of Quotation documents</b>	: The agency can search and download NIQ and Quotation documents electronically from computer once he logs on to website using the DSC. This is the only mode of collection of Quotation documents.
1.9	<b>Submission of Quotation</b>	: Quotations are to be submitted online through website in two folders at a time for each work one is technical Proposal and the other is Financial Proposal, before the prescribed date and time. Using the digital signature certificate (DSC), the documents are to be uploaded, virus

scanned and digitally signed. The documents will get encrypted (transformed into non-readable formats)

- 1.10 **Date & time limit** for request of Quotation (online) : From 01.08.2024, 14.00 hours to 21.08.2024 upto 14.00 hours.
- 1.11 **Date & time limit** for submission of Quotation (online) : From 01.08.2024, 14.00 hours to 21.08.2024 upto 14.00 hours.
- 1.12 **Date & time limit** of Pre-bid Meeting : 08.08.2024 at 14.00 hours
- 1.13 Date & time for opening of **Technical Bid** (online) : 23.08.2024 at 14.00 hours
- 1.14 Financial Bid Opening Date& time (online) : To be notified latter.

## **2.0. Submission of Quotations:**

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

### 2.2 Technical Proposal (PART-I)

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

- a) Technical files (**Statutory covers**)
- i. NIQ and Addendum or Corrigendum if any.
  - ii. Tender Form No. 1.
  - iii. Declaration.
  - iv. 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.
  - v. Scan Copy of Bank Challan.
  - vi. Credential.
  - vii. Valid Electrical Contractor's License, valid supervisory certificate and (valid appointment documents of supervisor if necessary)
- b) My Documents (**Non- statutory cover**) containing:
- (i) The firm shall have valid and / or renewed trade license.
  - (ii) The intending Quotationer shall have valid up to date clearance certificates of professional tax. If up to date PTCC is not obtained then receipted copy of tax deposit Challan from the date of PTCC last issued / obtained to the current year shall have to be produced.
  - (iii) The firm shall have Valid GST Registration with Certificate.
  - (iv) The firm shall have valid PAN issued by GOI with IT (last year's) Return.
  - (v) The Firm shall have valid EPF and ESI registration certificate.
  - (vi) The Firm shall have Audited Balance Sheet with IT Returns for Last Three financial years, as applicable.

- (vii) The intending bidder shall have Valid Electrical Contractor's License. The Electrical Supervisor / personnel to be provided by the agency shall possess requisite valid supervisory certificate and to be enlisted in Contractor's electrical contractors' License under either DOE of WB with SCC Part no. - 1, 2, 4, 5, 7A, 7B, 11 and 5/12 etc or National Certificate of Electrical Supervisor shall be uploaded or valid appointment documents of electrical supervisor with Declaration of appointment to be provided as mentioned in earlier case of which the EIC may ask for verification at any time during the period of contract.
- (viii) Credential :- The intending bidder shall produce either of the following credentials each under any Govt./Govt. undertaking /Autonomous Body/Local Body during last 5 (five) years prior to the date of this Quotation notice as stated below:
- (a) The intending bidder should produce credential having successfully completed Operation and maintenance of Pumping Station related to the Potable Surface Water Supply scheme incl. Sub-station contract jobs for a minimum period of 12 months of value not less than 40 % of the value put to the Quotation in one single contract
- or**
- (b) The intending bidder should produce credential having successfully completed Operation and maintenance of Pumping Station related to the Potable Surface Water Supply scheme incl. Sub-station contract jobs for a minimum period of 12 months of value not less than 30 % of the value put to Quotation in each of two separate contract
- or**
- (c) The intending bidder should produce credential of one single running work on Operation and maintenance of Pumping Station related to the Potable Surface Water Supply scheme incl. Sub-station contract jobs for a minimum period of 12 months which has been at least 80 % payment has been made for completed part or more and the value of which is not less than 40 % of the value put to Quotation
- and.**
- In case of running works (C), the certificate should be clearly stated that the work is in progress satisfactorily and no penal action has been initiated against the executing agency i.e. Quotationer. Certificate by the said department in favour of the bidder is only acceptable.
- (ix) The work completion certificate (Credential) must specify the name of agency with address, detailed nature of job completed, Agreement or Tender No., L.O.I. and / or W.O. No. with date, Tender Rate, Tender value of job, date of commencement of work and the date of completion of work and the Final Bill value and any type of payment certificates or work / awarding order cannot be treated as credential.
- (x) In case of Running works, only those Quotationer who will submit the certificate of satisfactory running work from the concerned competent engineering authority will be eligible to participate in the Quotation. In the certificate, it should clearly be stated that the work is in progress satisfactorily, detailed nature of job of execution, Tender value of job, date of commencement of work, date of completion of work, up-to-date running Bill value and also that no penal action has been initiated against the executed agency.
- (xi) A declaration on non-judicial stamp paper stating that the documents submitted / furnished by him are true and genuine to the best of his knowledge and belief. In case any fraudulent activities are observed and or detected, he shall be solely responsible for such activities. Bidder shall have also to be declare that whether his firm has been debarred from any sort of tendering / Quotationing in any department or punished in any form under any Govt./ Semi Govt./Autonomous Body/Institution etc. during last 5 (five) years prior to the date of this Quotation notice.
- (xii) Bank Solvency: Solvency certificate at least 10 % of the quoted amount issued not before 12 (Twelve) calendar months from the date of NIT from Nationalized / Schedule Bank is to be submitted.
- (xiii) Partnership firms should submit a copy of the registered Partnership deed along with the Part A of the Quotation Documents otherwise the application may not be considered.

- (xiv) All the pages of Quotation paper and all the documents (submitted as Bid Document) including photo copies must be signed by the authorized representative on the body of such documents in the following manner failing which, the application may not be considered.
- (xv) Any type of Joint venture of any form will not be accepted.
- (xvi) All bidder should have minimum two person and a local office situated in and around Kolkata or in its suburban and the valid address, Contact information i.e. mobile, land line and mail etc. to be mentioned and submitted with Part I of tender documents.

### **3.0 Financial Proposal-(PART-II) :**

The financial proposal should contain the following documents in two cover (Folder) i.e.

- (i) Bill of quantities (BOQ) the contractor is to offer the rate (Percentage above/ 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 & digitally signed by the contractor.

### **4.0 Earnest Money Deposit :**

In addition to the complete set of Quotation documents as mentioned here in before, the Quotationer shall have to deposit an initial earnest money of Rs.1,10,000.00 to be deposited at the time of Bidding through online. The balance amount of earnest money (Total 2 % (two percent) of E.M. of the value of quoted / accepted amount – Rs.1,10,000.00 /-) will have to be deposited to the department through prevailing mode within 10 working days by the L1 (lowest) bidder only after issuance of L.O.I., failing which the initial E.M.D. may be forfeited. The Work order will be issued only after receiving the total E.M.D. amount. Please note that submission of tender without earnest money will be treated as non-responsive.

The initial earnest money shall be deposited with the Quotation / offer as per online e-procurement requirement in favor of KMDA payable at Kolkata.

### **5.0. Security Deposit :**

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

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

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

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

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

After completion of the work, the Contractor may opt for refund of the security deposit by replacing equal amount of bank guarantee of scheduled bank valid up to 3 months beyond the defect liability period. However, release of security deposit shall be done as per Defect Liability Clause mentioned here under and/or as per norms/practices prevailing in KMDA from time to time.

In case the total amount of the retainable security deposit is more than Rs 2.00 lakh, then the contractor, at his own choice/ option, may apply to the department for allowing him to keep the amount of deductible security deposit exceeding Rs 2.00 lakh in the form of Bank Guarantee from a scheduled Bank in Kolkata

beyond the defect liability period and valid for the entire guarantee period in the prescribed format of the department.

Failure on the part of the contractor (successful bidder) in depositing the additional amount of initial security 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 security deposit that may be lying with KMDA as in clause 1.8 above without any reference to the bidder.

#### **6.0 Statutory Deduction of taxes / duties / Cess etc. :**

Income Tax will be deducted from the contractor's bill at the rate in accordance with the orders/ circulars of the Union Government of India in force during the contractual period.

If the Union Government of India declares any variation of the tax structure during the pendency of the contract, it shall be to the contractor's account.

G.S.T. of the gross billed value for registered dealer will be deducted from the contractor's bill at the rate in accordance with the orders/ circulars of the Government of West Bengal in force during the contractual period

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

#### **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 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 THE ENTIRE CONTRACT PERIOD INCLUDING EXTENSION IF ANY.

(ii) "The word 'Government' means the Government of the State of West Bengal in Urban Development & Municipal Affairs Department."



## **8.0 Opening and evaluation of Quotation:**

### **8.1 Opening of Technical Proposal:**

- a) Technical proposals will be opened by the Executive Engineer, M.D. – II, EM Sector, KMDA and / or his authorized representative electronically from the web site using their digital signature certificate.
- b) Intending Quotationers may remain present if they so desire.
- c) cover for statutory documents should be opened first if found in order cover for non- Statutory documents will be opened. If there is any deficiency in the statutory documents, the Quotation will summarily rejected.
- d) Decrypted documents of the non-statutory documents will be downloaded and handed over to the Quotation accepting authority.

### **8.2 Opening and evaluation of financial proposal:**

Financial proposal of Quotationers declared technically eligible by the Quotation accepting authority will be opened electronically from the web Portal on prescribed date and time by the E.E. / M.D. - II, EM, KMDA.

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

**8.3** The Quotation Accepting Authority may ask any of the Quotationers to submit analysis to justify the rate quoted by that Quotationer.

## **9.0 Conditional and incomplete Quotation:**

Conditional and incomplete Quotations are liable to summary rejection.

## **10.0 Mobilization Advance :**

No mobilization advance will be provided by the authority

## **11.0 Government License / Permission:**

Obtaining any sort of Govt. license or permission or clearance like Labour license, Pollution clearance, Directorate of Electricity govt. of WB, etc. from the respective competent authority will be applicable as per prevailing Govt. norms from time to time and will be in the bidder's scope.

## **12.0 Withdrawal of Quotation:**

A Quotation once submitted shall not be withdrawn within a period of 120 days from the last day of the opening of the Quotation.

If a Quotationer withdraws his Quotation within this period without any valid reason, he may be disqualified from submitting any tender / Quotation in KMDA for a minimum period of one year.

If any Quotationer 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 bonafide 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.

## **13.0 Validity of the offer/ Quotation:**

The validity of the Quotation shall be 180 calendar days from the date of the opening of the offer. Time of completion of work shall be reckoned from the date of issuance of Work order date or date of layout as specified by the EIC.

## **14.0 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.

### **15.0 Rates inclusive of all charges / Taxes, duties etc. as applicable:**

As stated elsewhere the rate quoted by the Quotationer shall be inclusive of all elements of taxes and duties, demands.

The Quotationer shall include income taxes, GST etc. as applicable, octroi if any, toll, ferry charges, local charges, royalties, service taxes, turn over taxes, custom duties and all other charges as applicable.

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

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

The wages and other regulatory benefits / viz. ESI, EPF & Bonus, as per the prevailing rules, regulations, acts etc of the state and union Govt. shall be provided to all the personnel deployed by the contractor from time to time for undertaking the work. In no case, the department shall not be held responsible for any eventualities in this regard.

However Bidder should consider minimum wages of the pump operators as per the prevailing rules regulations, acts etc.

Minimum two nos. operators should be engaged per shift considering three shifts per day.

### **17.0 Acceptance of Quotation**

I. Lowest valid rate should normally be accepted. However, the Quotation accepting Authority does not bind himself to do so and reserves the right to reject any or all the Quotations, without assigning any reasons thereof.

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

III. Submission false document by Quotationer is strictly prohibited and if found action may be referred to the appropriate authority for persecution as per relevant I.T. Act. With forfeiture of earnest Money forthwith.

### **18.0 Suspension & Debarment of Contractor :**

i. 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, vide order no : - 724-W(c) /M-953/19 dt. 19.12.2019 of Govt. of WB, PWD.

ii. 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 dt. 16.11.2015 and it's subsequent amendment notified vide memorandum no. 724 -W(C) /1M-953/19 dt. 19.12.2019 of works Branch, PWD, GoWB shall be followed for debarment & suspension of bidders & 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 obligations and thereby resulting delay for execution of public works or execution of faulty works.

### **18.0 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 on any working day prior to the date of submission of tenders with prior appointment.

## **19.0 Disclaimer :**

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

KMDA reserve the right to reject or accept or split any or all Quotations / bids without assigning any reasons what so ever.

KMDA reserves the right to terminate the tender / Quotation without assigning any reason what so ever in nature at any point of time during pendency of the contract by serving upon seven days written notice to the contractor even after award 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  
Mechanical Division - II,  
EM Sector, KMDA

No: 16/ / (12) / KMDA/ EM / MD- II / T - 8/17

Dated: 24.07.2024.

Copy forwarded to:

1. The Chief Engineer (M), EM Sector, KMDA.
2. The Chief Engineer In-Charge (M), EM Sector, KMDA.
3. The Superintending Engineer, E/M- II, EM Sector, KMDA.
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