



Kolkata Metropolitan Development Authority  
OFFICE OF THE SUPERINTENDING ENGINEER  
(Material Wing) WATER & SANITATION SECTOR,  
2nd Floor, UNNAYAN BHAVAN, KMDA  
SALT LAKE, KOLKATA-700091

No: 82 /KMDA/W&S/MAT/2P-37/Pt-XV

Dated: 31.01.2024

Notice Inviting e-NIT No: KMDA/W&S/SE/MAT/01/2023-24

Dated: 31.01.2024

**ABRIDGED e - TENDER NOTICE**

Notice inviting e-Tender is invited by the undersigned in two parts viz. **Part-I (Technical) and Part II (Financial)** from reliable, resourceful, experienced & eligible manufacturers of Ductile Iron (D.I.) pipes in KMDA Form No:19. The intending Tenderers should produce credentials of a similar nature of completed works of minimum, **(i) 40% of the value of amount (Quoted Amount) put to tender during last 5(five) years prior to the date of issue of the Tender Notice, ii) 2 (Two) similar nature of completed work, each of having minimum value not less than 30 % of the value of Quoted Amount put to tender during last 5 (five) years prior to date of issue of this Tender Notice or (iii) 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 (i) above;** under any Government/Semi Government /statutory Bodies/ local Bodies of proven ability having executed similar type of work. 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.

SI No	Name of Work	Estimated Amount including GST (Rs.)	Earnest Money (Rs.)	Time of Completion
1	"Supply & Delivery of different diameter Ductile iron pressure pipes (DI) for Water line with Socket & Spigot ends of K-7 and K-9 class of pipe, conforming to IS : 8329/2000 [latest revision & amendment if any] in stander length, suitable for push on joint, [rubber gasket jointing] for the work : "i) Augmentation and strengthening of water supply scheme of Baruipur Municipality (ph-I), ii) Halisahar Municipality, & iii) Howrah Municipal Corporation (HMC) including loading-unloading, stacking, transportation etc. complete in all respect under AMRUT 2.0."	Rate to be Quoted by the Tenderer	10,00,000.00 (Rupees Ten Lakhs Only) to be deposited through Online Portal.  Balanced Amount of Rs 1,10,60,975.00 (Rupees One Crore Ten Lakhs Sixty thousand Nine hundreds seventy five)  To be deposited Through Valid Bank Guarantee (BG) by L1-Bidder.	06(Six) months From the date of issuance of Letter of Acceptance /Purchase Order.

(Corrigendum / Addendum will be published on Website Only)

Last date of Bid Submission Online: 01.03.2024 up to 17:00 hours.

For details & corrigendum if any please keep visit: [www.wbtenders.gov.in](http://www.wbtenders.gov.in). [www.kmdaonline.org](http://www.kmdaonline.org). or contact this office of the undersigned for further information.

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

  
Superintending Engineer  
Material Wing  
W & S Sector, KMDA  
Tender Inviting Authority

No: 82 /KMDA/W&S/MAT/2P-37/Pt-XV

Dated: 31.01.2024

Copy forwarded for information to:

- 1) The Chief Executive Officer, KMDA
- 2) The Secretary, KMDA
- 3) The Chairman- Baruipur Municipality.
- 4) The Chairman- HMC
- 5) The Chairman- Halisahar Municipality.
- 6) The DG-Water Supply, KMDA.
- 7) The Director of Finance, KMDA.
- 10) The Chief Engineer, W&S / PM & C /KMDA.
- 11) The Jt. Secretary Law Cell, KMDA.
- 12) The Jt. Secretary (Works), KMDA.
- 13) The Dy. Secretary, Public Relation Cell, KMDA along with **Five(5) copies of this NIT for publication in three leading dailies of which one must be in English and One must be in Hindi and for display this NIT in website of KMDA and Govt. of West-Bengal.** Vide order No: 192(2) (18) N-316/KMDA/FA000/05,dt:10.01.2008.
- 14) The Superintending Engineer, FAWS Circle /FAWS-II Circle /D&P Circle , W & S Sector, KMDA.
- 15) The A.O/W & S Sector/ (Material Wing)/KMDA.
- 16) The Executive Engineer, W& S Sector/ (Materials wing)/KMDA.
- 17) Notice Board.

  
Superintending Engineer  
Material Wing  
W & S Sector, KMDA  
Tender Inviting Authority



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**DETAIL NOTICE INVITING e – TENDER**

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Last date of Bid Submission Online: 01.03.2024 up to 17:00 hours.

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

**The D.I. Pipe Manufacturers should have the following Eligibility Criteria: To qualify in Technical Bid.**

D.I pipe manufacturers should have the following eligibility criteria and necessary documents towards proof of the same shall be submitted with the technical Bid.

**A. Eligibility Criteria:**

**(a)**(i) The intending Tenderer should produce credentials of a similar nature of completed work of minimum 40% of the value of amount (Quoted Amount) put to tender during last5(five) years prior to the date of issue of the tender Notice;

**Or**

(ii) The intending Tenderers should produce credentials of 2 (Two) similar nature of completed works, each of the minimum value not less than 30% of the value of amount (Quoted Amount) put to Tender during last5(five) years prior to the date of issue of this tender Notice;

**Or**

(iii) The 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 (a) above;

In case of running works, only those Tenderers who will submit the certificate of satisfactory running work from the concern 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.

Note : The above mentioned Eligibility Criteria is Based on the Quoted rate of the Tenderer. So at any stage of the Evaluation process of the Tendering , if it is found that the uploaded credential/Performance Certificate of any Tenderer is not matching with the Eligibility Criteria then the Tender Submitted by the said Tenderer will be Cancelled with Penal action.

**(b)** Bonafide and Established D.I. pipe Manufacturers are only eligible. The DI Pipe Manufacturers should need to submit valid B.I.S. License which is minimum 5 (five) years of old and continuously renewed till the date of submission of tender documents. The D.I. pipe manufacturer shall also submit previous experience certificate of supply of I.S.I. marked D.I Pipes to Govt./Semi Government/Autonomous bodies/statutory Bodies/ local Bodies of not less than 5(Five) years.

**(c)** Manufacturer should provide certificate from Govt. approved inspection agency like SGS/RITES/MECON/PDIL to ensure that the installed capacity of the factory along with the specified size is sufficient to cater the tender quantity.

**(d)** The Manufacturer shall have to submit Valid B.I.S. certification of manufacturers as on date of NIT for each and individual diameter of pipe for which he submits his bid.

**(e)** Manufacturer should produce a certificate from Pollution Control Board with valid consent for operation of the manufacturing unit.

**(f)** Certificate from the reputable Govt. Institution / Universities is essential for eligibility to participate to ensure desired hydraulic smoothness of cement mortar lining in the DI pipe the minimum Hazen William's 'C' value of 140 corroborating the guideline of CPHEEO's Manual for Water Supply and Treatment. The test sample diameter may be chosen from the sampling group given in the Clause 9.2 of IS: 8329/2000 & 'C' value test certificates, Portability Test Certificate as per Clause no. 8.5 & 14 of IS: 8329/2000 and Joint Leak tightness Certificate as per clause no. 6.3 of IS: 8329/2000 are to be submitted accordingly with the tender.

**(g)** Bidders are also requested to quote for Restrained Joint Pipes as per Clause no. 6.4 of IS 8329: 2000.

Bidders are requested to quote both for DI pipes & restrained joints. A Certificate in the form of an Undertaking shall be furnished with the Bid confirming the manufacture of both DI pipes and restrained joints for the respective category.

The Tentative Length of Supplying of DI-K7 Pipes for Secondary Grid of different Water Supply Projects at Baruipur , Halisahar , Howrah Municipal Corporation (HMC) are given below :

a) 200 mm Diameter (DI-K7) Pipes :

Baruipur Municipality = 555.00 m  
HMC = 15417.00 m  
Halisahar Municipality = 8669.00 m

b) 250 mm Diameter (DI-K7) Pipes :

Baruipur Municipality = 622.00 m  
HMC = 19315.00m  
Halisahar Municipality = 7147.00 m

c) 300 mm Diameter (DI-K7) Pipes :

Baruipur Municipality = 340.00 m  
HMC = 10116.00 m  
Halisahar Municipality = 3993.00 m

d) 300 mm Diameter (DI-K7) Restrained joint Pipe :

Baruipur Municipality = Nil  
HMC = 33.00 m  
Halisahar Municipality = 22.00 m

e) 350 mm Diameter (DI-K7) Pipes :

Baruipur Municipality = 18.00 m  
HMC = 5648.00 m  
Halisahar Municipality = 1064.00 m

f) 350 mm Diameter (DI-K7) Restrained joint Pipe :

Baruipur Municipality = Nil  
HMC = 22.00 m  
Halisahar Municipality = 11.00 m

g) 400 mm Diameter (DI-K7) Pipes :

Baruipur Municipality = 00.00 m  
HMC = 3109.00 m  
Halisahar Municipality = 225.00 m

h) 400 mm Diameter (DI-K7) Restrained joint Pipe :

Baruipur Municipality = Nil  
HMC = 11.00 m  
Halisahar Municipality = Nil

i) 450 mm Diameter (DI-K7) Pipes :

Baruipur Municipality = 00.00 m  
HMC = 3109.00 m  
Halisahar Municipality = 00.00 m

j) 450 mm Diameter (DI-K7) Restrained joint Pipe :

Baruipur Municipality = Nil  
HMC = 11.00 m  
Halisahar Municipality = Nil

- k) 500 mm Diameter (DI-K7) Pipes :  
Baruipur Municipality = 00.00 m  
HMC = 00.00 m  
Halisahar Municipality = 50.00 m

The Tentative Length of Supplying of DI-K9 Pipes for Primary Grid of different Water Supply Projects at Halisahar, Baruipur and HMC Area are given below:

- a) 150 mm Diameter (DI-K9) Pipes :

Baruipur Municipality = 50.00 m  
HMC = 00.00 m  
Halisahar Municipality = 00.00 m

- b) 200 mm Diameter (DI-K9) Pipes :

Baruipur Municipality = 1100.00 m  
HMC = 00.00 m  
Halisahar Municipality = 1400.00 m

- c) 250 mm Diameter (DI-K9) Pipes :

Baruipur Municipality = 540.00 m  
HMC = 00 m  
Halisahar Municipality = 2220.00 m

- d) 300 mm Diameter (DI-K9) Pipes :

Baruipur Municipality = 100.00 m  
HMC = 2557.00 m  
Halisahar Municipality = 3458.00 m

- e) 300 mm Diameter (DI-K9) Restrained joint Pipe :

Baruipur Municipality = Nil  
HMC = 11.00 m  
Halisahar Municipality = 22.00 m

- f) 350 mm Diameter (DI-K9) Pipes :

Baruipur Municipality = 1561.00 m  
HMC = 1539.00 m  
Halisahar Municipality = 1489.00 m

- g) 350 mm Diameter (DI-K9) Restrained joint Pipe :

Baruipur Municipality = 11.00 m  
HMC = 11.00 m  
Halisahar Municipality = 11.00 m

- h) 400 mm Diameter (DI-K9) Pipes :

Baruipur Municipality = 1561.00 m  
HMC = 6760.00 m  
Halisahar Municipality = 878.00 m

- i) 400 mm Diameter (DI-K9) Restrained joint Pipe :

Baruipur Municipality = 11.00 m  
HMC = 22.00 m  
Halisahar Municipality = Nil

- j) 500 mm Diameter (DI-K9) Pipes :

Baruipur Municipality = 11956.00 m  
HMC = 770.00 m  
Halisahar Municipality = 1702.00 m  
**k) 500 mm Diameter (DI-K9) Restrained joint Pipe :**  
Baruipur Municipality = 44.00 m  
HMC = Nil  
Halisahar Municipality = 11.00 m

The same has been mentioned in BOQ Schedule, Municipality wise. So tenderer are required to quote the price accordingly.

**(g)** The Tenderer should ensure **EPDM quality Rubber Gasket conforming to IS 5382:1985** for each of the joints admissible in the ordered quantity plus (+) 5% extra to be included in the quoted rate.

**(h)** Providing polyethylene sleeving tube to IS: 8329, 2000 for length of ordered quantity plus (+) 5 % extra to be included in the quoted rate and also tested by CIPET/ equivalent & Test certificate should contain the quantity. A declaration to this effect to be submitted by the tenderer. All the expenditure for the test is to be borne by the successful bidder.

**i)** Third Party Inspection (TPI) through SGS/RITES/MECON/PDIL of the pipe is mandatory before delivery of pipes.

TPI report should cover **(I) all the parameters as per IS 8329:2000, (II) test to ensure Rubber Gasket quality as per**

**IS code. I.S:5382: 1985.**The Inspection charge to be included in the quoted rates.

**(j)** Audited Balance sheet for last three (3) years shall have to be submitted to the bidder.

**(k)** Bank solvency certificate from any schedule Bank not older than one (1) year from the issuance of NIT and should be minimum of 20% (ten percent) of the amount put to tender.

**(l)** The intending tenderer shall have to produce credentials of similar nature of works as stated. Credential certificate issued by 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. Payment certificate will not be treated as credential.

**(m)** To whom it may applicable: - The Tenderer should not have been blacklisted / debarred / disqualified / disallowed to supply Ductile Iron pipes in case of EPC contracts / Turnkey contracts / Supply Order contracts / Rate contracts for the entire or any part thereof. By any of the Central / State governments / Board / Corporation / as procuring entity in India with respect to quality issues in last three years from the date of submission of the tender. The tenderer will submit affidavit thereof duly notarized (with seal) in respect to the above condition.

If any such incident is disclosed the tenderer will be liable to be disqualified and the tender will be rejected and the financial bid of the said tenderer will be considered to be non-opening.

The applicant must not be attracted with any penal action by this department or he must not be subject to any proceedings/ injury of the department wherein his performance has been questioned during the last five years.

**i)** 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.

ii) 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 as per the West Bengal Govt Memo no. 724-W(C)/1M-953/19 dated 19.12.2019 and Memo no. 547-W(C)/1M-387/15 dated 16.11.2015.

iii) 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.

n)

i) Submission of eligibility requirement containing false information or falsified documents.

ii) submission of bids that contains false information or false documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the bidding process.

iii) Unauthorized use of one’s name/digital signature certificate for the purpose of bidding process.

iv) Any documented unsolicited attempt by a bidder unduly influencing the outcome of the bidding in his favour.

v) Refusal or failure to post a self- declaration to the effect of any previous by any other dept. of state/central Govt.

vi) All other acts tend to defeat the purpose of the competitive bidding such as lodging false complaint about any officer duly authorized by the dept, restraining any interested bidder to participate in the bidding process, etc.

vii) Assignment and subcontracting of the contract or any part thereof without prior written approval of the procuring entity.

viii) Whenever adverse reports related to adverse performance, misbehavior, direct or indirect involvement in threatening, making false complaints etc. damaging the reputation of the dept. or any other type complaint considering fit by the competent authority of the dept. are received from more than one officer or on more than one occasion from individual officer.

ix) Refusal or failure to post the performance security/earnest money within the prescribed time without justifiable cause.

x) Refusal to accept an award after issuance of “Letter of Acceptance” or enter into contract with the government without justifiable cause.

xi) Failure of the contractor, due to solely to his fault or negligence, to mobilize and start work or performance within the specified period as mentioned in the LOI/LOI cum W.O/W.O/Notice to proceed/Award of contract etc.

xii) Failure of the contractor to fully and faithfully comply with its contractual obligations without valid cause, or failure by the contract to comply with any written lawful instruction of the procuring entity /Authority or its representative(s) pursuant to the implementation of the contract.



xiii) For the procurement of goods, unsatisfactory progress in the delivery of the goods by the manufacturer, supplier, or distributor arising from his fault or negligence and/or unsatisfactory or inferior quality of goods, vis-à-vis as laid down in the contract.

xiv) Willful or deliberate abandonment or non-performance of the project or contract by the contractor resulting in substantial breach thereof without lawful and/or just cause.

xv) For the procurement of Consultancy Service/Contracts, poor performance by the consultant of his service arising from his fault or negligence. Any of the following acts by the consultant shall be construed as poor performance.

- (a) Failure to deliver critical outputs due to consultant's fault or negligence;
- (b) Specifying materials which are inappropriate and substandard or way above acceptable standards leading to high procurement cost;
- (c) Allowing defective workmanship or works by the Contractor being supervised by the consultant.

(d) There may be increase or decrease in ordered quantity of different diameter DI pipes from the tendered quantity. The tenderer shall have to supply the same at the accepted rate of contract during the running contract period. No additional claim for this variation will be entertained.

**B. Other mandatory requirements under Eligibility Criteria: -**

An affidavit in a non-judicial stamp paper duly (Rs.10/-) notarized or affirmed before First Class Judicial Magistrate should be submitted which must include the following declaration:

**DECLARATION BY THE TENDERER**

(Affidavit on Non Judicial Stamp Paper duly notarized/ affirmed by 1<sup>st</sup>. Class Magistrate)

This is to certify that we, M/S.-----, in submission of this offer confirms:

- 1) That all the documents submitted by me/our M/s..... are authentic and we are fully responsible for the authentication of the information and documents as submitted.
- 2) To be read as: That I/We/ M/s.....have not been blacklisted / debarred / disqualified / disallowed to supply Ductile Iron pipes in case of EPC contracts / Turnkey contracts / Supply Order contracts / Rate contracts for the entire or any part thereof. by any of the Central / State governments / Board / Corporation / as procuring entity in India with respect to quality issues in last three years from the date of submission of the tender.
- 4) That I/we have submitted all the supporting documents and furnished the relevant details as per NIT.
- 5) The information and documents submitted with the Tender by us are correct and I/we are fully responsible for the correctness of the information and documents submitted by us.
- 7) That I/we understand that in case any statement/information/document furnished by us is found to be incorrect or false, the tender will be liable to be disqualified and the tender will be rejected and the financial bid of the said tenderer will considered to be non-opening and our EMD in full will be forfeited , and business dealings with us banned.

Signature with Seal and Name of the Bidder  
Identifier

**C. The pipe Manufacturers** (participant in the tender) **should produce** incorporation certificate, Valid PAN, GST Registration Certificate (15 digit goods & service tax payer's identification number), PF & ESI Registration certificate, Valid professional Tax challans, Copy of acknowledgement of up to date Income Tax Return for last Three(3) years.

#### **D. Earnest Money:**

The Earnest Money of Rs 10,00,000.00 (Rupees Ten Lakhs Only) to be deposited through Online Portal. Balanced Amount of Rs 1,10,60,975.00 (Rupees One Crore Ten Lakhs Sixty thousand Nine hundreds seventy five) to be deposited Through Valid Bank Guarantee (BG) by the Lowest Successful Bidder. The part of Earnest Money of Rs 10,00,000.00 (Rupees Ten Lakhs Only) shall be paid and uploaded through Online Mode and Hard copy of Original and valid Bank guarantee for Bid Security shall be submitted to the offline of the Tender inviting Authority physically Lowest Successful Bidder before issuance of LOI , otherwise his submitted Bid will be rejected with Penal action.

Earnest Money in any other form will not be accepted. Without Earnest Money, the tender will be rejected.

The Part of earnest money will be deposited through Valid Bank Guarantee in favour of **KOLKATA METROPOLITAN DEVELOPMENT AUTHORITY against this Tender**. Intending bidder will get the details from e-Tender portal for Submission of Soft Copy of Bank Guarantee (B.G) from any Public Sector Bank of requisite amount.

“While issuing Bank Guarantee 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.”

In case, 2.0% of the quoted rate is higher than mentioned EMD amount (in form of BG), then the balance/additional amount which is higher than the mentioned EMD amount (in form of BG), will be submitted by the successful Tenderer at the time of execution of formal agreement. In case, 2.0% of the quoted rate is lower than mentioned EMD amount of the successful bidder, then the balance amount (in form of BG) may be refunded on demand basis against the actual BG.

The tenderer shall have to upload scanned copy of requisite earnest money along with the tender documents in prescribed manner failing which the tender shall be rejected.

**As per notification of Finance Dept. (10500-F dated 19.11.2004), read with memo no : 6142- FY), dated : 10.10.2017.the State Based Manufacturing of medium & large scale Industries will be given 10% price preference over large & medium unit & MSE units of other states. However the price preference is allowed only for the purpose of selection, but once a unit is selected on the basis of such preferences it has to agree to execute the work or make supplies at the lowest valid price bid failing which orders will be placed with the organization/ firms offering the lowest valid price. The term “State- Based Unit” means and includes the unit whose major manufacturing unit (if it has got more than one unit) is situated within the state.**

#### **Penalty for Suppression / Distortion of Facts:**

“If any tenderer fails to produce the original / verbatim hard copies of the documents or any other documents/ related documents on demand of the Tender Evaluation Committee, within the specified time frame, as mention in this tender notice or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any sort of suppression whatsoever willful or willful, it may treated as submission of false documents by the participant in the tender and the Tender Evaluation Committee will bring the matter immediately to the concerned Chief Engineer, and the tenderer may be suspended from participating in the tenders on e-tender platform of any Division or circle office of KMDA, for a period of 3 (three) years. Also as per approval of concerned Chief Engineer,

the user ID of the tenderer will be deactivated and in addition, earnest money deposit will stand forfeited. Besides, the Competent Authority of KMDA may take appropriate legal action against such defaulting tender”.

*Note* :a) All the above documents under **Eligibility Criteria** should be signed (Digital) by the Tenderer.

b) No documents will be entertained, if sent by post/courier.

c) All the bidders will have to submit the hard copy of the documents (**Eligibility Criteria**) whenever asked.

**Tender papers may be downloaded from <https://wbtenders.gov.in> as per schedule tabled below.**

**Time Schedule and important information for Downloading, Uploading and Opening of Tender Documents: -**

Sl no	Item	Details
1.	Name & Address of the tender Inviting authority.	Superintending Engineer (Material Wing) , W&S Sector , KMDA
2.	Name & Address of the tender Accepting authority.	Same as above.
3.	Firm (s) / Contractor(s) eligible to submit tender	Shall satisfy the stipulations stated in this NIT.
4.	Earnest Money Deposit	Earnest money will be submitted by the bidder: Online through his net banking enabled bank account, maintained at any bank (Through Electronic Mode) or Online mode of transfer. 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, A/C Number, Amount, Beneficiary Bank name and IFSC Code and also e-procurement ref. No. online receipt to be uploaded with other documents.
5.	Validity of Contract	06 (Six) months from the date of issuance of letter of acceptance/ Work Order.
6.	Price per copy of the complete set of agreement (including printed tender form) to tender docs, for formal be submitted by the vendor, awarded the work.	Rs. 500/- (Rupees Five Hundred) for each set [5(five) copies.]
7.	Mode of submission of EMD	Earnest money deposit (EMD) shall be furnished through online.
8.	Date of Publishing of N.I.T Documents.	07.02.2024 at 17:00 hours.
	Date of uploading of N.I.T Documents(Online)	07.02.2024 at 17:00 hours.
9.	Documents download start date/sell start date (Online).	07.02.2024 after 17:30 hours.
10.	Documents download end date/sell end date (Online).	01.03.2024 up to 17:00 hours.
11.	Start date & time for submission of Bid/Tender through (online).	07.02.2024 after 18:30 hours.
12.	Pre bid Meeting	16.02.2024 at 13:00 hours. jmko
13.	Last date & time limit for submission of Bid/Tender through (online).	01.03.2024 up to 18:00 hours.
14.	Scheduled date & time for opening the Technical document/proposals.	05.03.2024 up to 18:00 hours.
15.	Date of uploading list for Technically Qualified Tenderers (online)	To be intimated later on
16.	Scheduled date & time for opening Part-II (Financial Bid) of the tender document	To be intimated later on

**GENERAL TERMS & CONDITIONS & GUIDANCE OF CONTRACTOR.**

## GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

1. In the event of the tender being submitted by a Firm, it must be signed separately by each member thereof, or in the event of the absence of any Partner, it must be signed on his behalf by a person holding a Power-of-Attorney authorizing him to do so.
2. Receipts of Payments made to a Firm must be signed by the several Partners except in the case of well-known and recognized Firms, and except where the Contractors are described in their tender or contract as a Firm.
3. All tender received will be opened by The Chief Engineer/Superintending Engineer/Executive Engineer or the Assistant Engineer at the time specified in the presence of any tenderer who may be at The Chief Engineer /Superintending Engineer/Executive Engineer's or the Assistant Engineer's office at the time.
4. The Chief Engineer/Superintending Engineer/Executive Engineer or the Assistant Engineer reserves the right to reject any or all of the Tenderers without assigning any reason and to accept any tender in whole or in part.

### **INSTRUCTION TO BIDDER.**

#### **SECTION – A**

1. **General guidance for e-Tendering:** Instructions/ Guidelines for tenders for electronic submission of the tenders online have been annexed for assisting the Bidders to participate in e-Tendering.
2. **Registration of Bidder:** Any Bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through logging on to <https://etender.wb.nic.in> (the web portal of KMDA) the Bidder is to click on the link for e-Tendering site as given on the web portal.
3. **Digital Signature certificate (DSC):** Each contractor is required to obtain Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Information's Centre (NIC) on payment of requisite amount details are available at the Web Site stated in Clause 2. DSC is given as a USB e-Token.
4. The Bidder can search & download NIT & Tender Documents electronically from computer once he logs on to the website mentioned in Clause 2 using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.
5. **Submission of Bids/ Tender.**  
**General process of submission:** - Tenders are to be submitted through online to the website stated in Cl. 2 in two folders at a time for each work, one in Technical Proposal & the other is Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC) the documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

#### **A. Technical Bid/proposal:**

##### **General Process of Submission:** -

Tenders are to be submitted through online to the website stated in Sl. 1 two folders at a time for each work, one is technical Bid and another financial bid before the prescribed date and time using the Digital Signature Certificate. The documents are to be uploaded (virus scanned copy) duly digitally Signed where ever necessary.

#### **Technical Bid/Proposal (Online) to be submitted in the following Cover:**

**Technical Bid** : Technical Bid contain scanned copies of the following further in Two (2) folders.

**(a). 1. (Part – I) : STATUTORY COVER CONTAINING** : The following documents which are to be downloaded and signed manually in each page by the competent authority & then scanned copies of the same to be uploaded with digital signature : -

**The following Documents:** -(I) Application for Tender (*Vide Form-1*) (to be submitted in respective folder)

(II)Tender Form No: CMDA/F/19(to be submitted in respective folder)

(III)**Notice Inviting Tender/NIT with all addendum & corrigendum (download & Upload the same)**.The rate will be quoted in the B.O.Q. The quoted rate will be encrypted in the BOQ under Financial Bid. All the documents should be digitally signed.

(IV)**Earnest Money Deposit (EMD)**–Scanned copy of remittance details of Bank instruments towards EMD as prescribed in the NIT, in favour of “**Kolkata**

**Metropolitan Development Authority** ”should be submitted and then uploaded with the statutory cover.

**(a) 2.(Part - I): NON-STATUTORY COVER CONTAINING** :The following documents which are to be downloaded and signed manually in each page by the competent authority & then scanned copies of the same to be uploaded with digital signature : -

**The following Documents:** -

- i) Documents of eligibility criteria of item A, B &C.
- ii) Power of Attorney.
- iii) A consent letter for acceptance of the warranty clause.

**• Note: - Failure of submission of any of the above mentioned documents (as stated in (a). I & (a). II) will render the tender liable to be summarily rejected for both statutory & non statutory cover.**

**THE ABOVE STATED NON-STATUTORY/TECHNICAL DOCUMENTS SHOULD BE ARRANGED IN THE FOLLOWING MANNER:**

Click the check boxes beside the necessary documents in the My Document list and then click the tab “Submit Non Statutory Documents” to send the selected documents to Non-Statutory folder.

Next Click the tab “Click to Encrypt and upload” and then click the “Technical Folder” to upload the Technical Documents.

Sl. No	Category Name	Sub-Category Description	Detail(s)
A.	Certificates	Certificates	<ol style="list-style-type: none"> <li>1. G.S.T. Registration Certificates.</li> <li>2. PAN Card.</li> <li>3. Valid Acknowledgement receipt of up to date Income Tax Return.</li> <li>4. A consent letter for acceptance of the said warranty clause.</li> <li>5. Professional Tax Challan (Valid)</li> <li>6. Registration certificate: E.S.I &amp; P.F.</li> <li>7. Valid Trade License.</li> <li>8. Bank Solvency Certificate from any Scheduled Bank.</li> <li>9. A Certificate in the form of undertaking shall be furnished with the bid confirming the manufacturer of both DI Pipe and Restrained Joints.</li> </ol>

B.	Company Details	Company Details	<ol style="list-style-type: none"> <li>1. Up to date BIS approved license for production of different diameter of DI pipes.</li> <li>2. Certificate of Incorporation/Registration Certificate under Companies Act.</li> <li>3. Audited Balance Sheet for last three (3) years with auditor's certificate regarding Annual turnover from contracting business in each year.</li> <li>4. Any other documents highlighting the Company Profile.</li> <li>5. Power of Attorney.</li> <li>6. An affidavit affirmed before First Class Judicial Magistrate as per format prescribed in. Clause 'B' of Other Mandatory Requirement under Eligibility Criteria.</li> </ol>
C.	Credentials	Credentials	<ol style="list-style-type: none"> <li>1. Previous successful supply completion certificate.</li> <li>2. Certificate from Govt. approved inspection agency like SGS/RITES/MECON/PDIL to ensure that the installed capacity of the factory along with the size range is sufficient to cater the tender quantity.</li> </ol>
D.	Additional Information		<ol style="list-style-type: none"> <li>1. All declaration and other information as per NIT.</li> </ol>

**Addenda / Corrigendum's: if published.**

***Note:** Contractors are to keep track of all the Addendum / Corrigendum/Pre-Bid replies 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.*

**Opening & Evaluation of Tender: -**

**Opening of Technical Proposal**

1. 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.
2. The scanned copies of remittance details towards **cost of EMD** should be uploaded electronically latest by last submission date of tender.
3. Intending tenderer may remain present at the time of opening if they so desire.
4. Cover (Folder) for Statutory Documents will be opened first and if found in order, Cover (Folder) for Non-Statutory Documents will be opened. If there is any deficiency in the Statutory Documents, the tender will summarily be rejected.
5. The non-statutory documents in hard copy should be submitted if found necessary.
6. Decrypted (transformed into readable formats) documents of the Non-Statutory Cover will be evaluated to finalize eligible tenderer.
7. Tender Evaluation Committee (TEC)
  - 7.1. Committee will be constituted by the concerned Chief Engineer, if required, for issuance of tender papers for high value tenders. This will function as Tender Evaluation Committee (TEC), for evaluation of Technical Proposals of the tenders. Otherwise prevailing system will be effective for evaluating tenders.
  - 7.2. Summary list of technically qualified tenderer /participants will be Uploading. (1<sup>st</sup> round)
  - 7.3 Pursuant to scrutiny and decision of the Technical Evaluation Committee (TEC) if formed for high value tenders, the summary list of eligible tenderer for a particular serial of work (whose Financial Proposals will be considered) will be uploaded in the web portals.

- 7.4. While evaluation, the Committee may summon the tenderer 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.

## **8. Opening and evaluation of Financial Proposal**

- 8.1. Financial proposals of the tenderer declared technically eligible by the Tender Evaluation Committee will be opened electronically by the Tender Inviting Authority from the web portal.
- 8.2. The encrypted copies will be decrypted and the rates will be read out, the contractors must present at that time.
- 8.3. 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.
- 8.4. 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 check the comparative statement & then upload the final summary result containing the name of contractors along the rates quoted by them of each work after acceptance of the rate.
- 8.5. The Tender Accepting Authority may ask any of the tenderer to submit analysis to justify the rate quoted by that tenderer.

### **Procedures to be followed when one / two technically tenderer participated in any tender**

- a. Financial bid of technically qualified single / two tenderer will not be opened immediately.
- b. 2<sup>nd</sup> call may be invited immediately after technical evaluation and uploading the list of the technically qualified bidder(s) of the 1<sup>st</sup> call after relaxation of the credential criteria to the extent deemed necessary by the Tender Inviting Authority and advertisement to the wholly circulated newspapers.
- c. If such bidder(s) technically qualified in the 1<sup>st</sup> call intend(s) to change their rates quoted to the 1<sup>st</sup> Call, they need to participate in the 2<sup>nd</sup> call and submit fresh fee towards tender cost. However fresh EMD need not be submitted and EMD submitted earlier will be considered. In case of non-submission of fresh tender fee in the 2<sup>nd</sup> call, the rates quoted in the 1<sup>st</sup> call would remain valid while the bid submitted in the 2<sup>nd</sup> call will be rejected.
- d. If such bidder(s) technically qualified in the 1<sup>st</sup> call does not participate in the 2<sup>nd</sup> call then the rate of 1<sup>st</sup> call would be deemed to remain valid in the 2<sup>nd</sup> call also.
- e. After selection of technically qualified tenderer for 2<sup>nd</sup> call (in case new tenderer other than the existing tenderer of the 1<sup>st</sup> call), financial bid of both 1<sup>st</sup> and 2<sup>nd</sup> call would be opened.
- f. Financial evaluation for acceptance would be made in a combined way considering both 1<sup>st</sup> and 2<sup>nd</sup> call following usual procedures.
- g. However, as stated in cause 6.7(c), in case tender(s) 1<sup>st</sup> call submit(s) fresh tender in 2<sup>nd</sup> call, rates of 2<sup>nd</sup> call would be considered in the process of evaluations.
- h. In case there is no fresh participation in the 2<sup>nd</sup> call, financial bid of the technically qualified tender(s) of the 1<sup>st</sup> call would be opened even if there is only one tender in the 1<sup>st</sup> call and would be considered in the process of evaluation for acceptance following usual procedure.

### **Payment of EMD: -**

The Earnest Money of Rs 10,00,000.00 (Rupees Ten Lakhs Only) to be deposited through Online Portal. Balanced Amount of Rs 1,10,60,975.00 (Rupees One Crore Ten Lakhs Sixty thousand Nine hundreds seventy five) to be deposited Through Valid Bank Guarantee (BG) by the Lowest successful bidder. The part of Earnest Money of Rs 10,00,000.00 (Rupees Ten Lakhs Only) shall be paid and uploaded through Online Mode and Hard copy of Original and valid Bank guarantee for Bid Security shall be submitted to the offline of the Tender inviting Authority physically by the Lowest successful bidder before issuance of LOI , otherwise his submitted Bid will be rejected with penal action.

Earnest Money in any other form will not be accepted. Without Earnest Money, the tender will be rejected.

“ While issuing Bank Guarantee 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.”

- a) The bidders desirous to take part in the Tender need to log in to the e- procurement portal of the Govt. of W.B. <https://wbtenders.gov.in> using its log in ID and password.

**b) Refund/ Settlement process:**

Once the evaluation of the tender is done the EMD amount of the unsuccessful bidders will be returned /released from KMDA.After the financial evaluation the EMD of the bidders other than L1 bidder will be refunded through the process as stated above. After the LOI issued to the L1 bidder’s, the EMD amount along with Security Deposit will be refunded after 12 months from the completion (issuance of final DMRN from respective Municipalities after receiving of pipes) date of delivery /Defect Liability Period.

**SPECIFICATION AND SPECIAL TERMS & CONDITIONS**

1. Centrifugally cast (Spun) Ductile Iron Pressure Pipes of(K-9) & (K-7) class, for water supply, gas & sewerage with socket and spigot ends conforming to IS-8329/2000 with amendment No. 1. The D.I. pipes to be supplied in standard working lengths of 4.0mtrs, 5.0mtrs, 5.50mtr and 6.0mtrs (subject to supply up to 10% in length shorter than marked specified lengths as per clause 15.5.1 of I.S – 8329/2000). The D.I. pipes shall be **ISI marked** and shall be suitable for push on joints (Rubber Gasket Jointing). The pipes shall be supplied with Centrifugally applied Portland Cement mortar lining inside and outside zinc coating with finished layer of Synthetic Resin (BLUE) coat compatible with zinc coating as per IS: 8329/ 2000 (3<sup>rd</sup> revision) with Amendment No-1 along with supply of EPDM Quality of Rubber Gaskets conforming to I.S - 5382:1985. For each of the joints admissible for the ordered Quantity plus 5% extra and supply of polyethylene Sleeves along with D.I pipes to be supplied.

2. All the pipes have to be embossed/cast or stamped or legibly painted on it with the approved mark as per relevant I.S specification (I.S : 8329 – 2000) as follows:

- a) The manufacturer’s Name or Trade name.
- b) The nominal diameter of pipe.
- c) Class of pipe.
- d) I.S.I. certification mark.

**3. Financial Proposal**

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

**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. While quoting the rates in the SCHEDULE OF SUPPLY OF MATERIALS, Manufacturers/ Tenderers will quote their rates percentage above or below on the estimated amount put to tender. Suppliers are to be



requested to deliver the materials in the place of either KMDA Stack yard or anywhere within Kolkata Metropolitan Area. Inclusive of transportation cost & GST Rate, as applicable of D.I. pipes including inspection charges of SGS/RITES/MECON /PDIL as the case maybe. Conditional tender will not be entertained.

4. Bidders shall supply requisite number of Rubber Gaskets conforming to IS 5382:1985 for each of the joints admissible in the ordered quantity plus (+) 5% extra to be included in the quoted rate and also DI pipes are to be supplied with polyethylene sleeves duly tested by CIPET (test certificate should be furnished) as an insulating jacket. For this purpose, the length of ordered quantity plus (+) 5% extra to be included in the quoted rate. All the expenditure for the test is to be borne by the successful bidder.

5. Third Party Inspection (TPI) through SGS/RITES/MECON/PDIL of the pipe is mandatory before delivery of pipes. TPI report should cover (i) all the parameters as per IS 8329:2000, (ii) test to ensure Rubber Gasket quality as per IS code: 5382: 1985. The Inspection charge to be included in the quoted rates. The inspection charges shall be borne by the Tenderer & the Third party inspection (TPI) certificate should be submitted at the time of delivery of the materials.

6. The pipe will have to bear the specific identification mark at the socket end face, as will be intimated by KMDA in due course.

7. If any manufacturing defect / crack is found in Pipes at any stage during the security Period as mentioned in Clause (b), page no.18 as mentioned above of the same, those Pipes shall have to be replaced immediately by the Manufacturers/ Tenderers at their own cost. In case of failure to replace, the whole amount of the damage will be recovered from the supplier Bill. Entire supply of ordered quantity shall be completed maintaining the requirement mentioned in the Tender specification in all respect.

8. In case of failure to execute the supply work satisfactorily and timely to comply with any condition of this tender, the offer may be terminated without any prior notice and the Earnest Money along with the security deposit will be forfeited without any correspondence.

9. Carriage of pipes including loading, unloading and stacking at KMDA stack yard stores at Salt Lake, Kolkata or to

any place within Kolkata Metropolitan Area is to be done by the Tenderer without any additional charge or cost.

10. Transit insurance will have to be arranged by the Manufacturers / Tenderers at their own cost.

(a) The sampling size will be guided as per relevant IS code.

11. The successful Manufacturer / Tenderer (whose tender has been accepted) will have to provide security deposit, worth 10 % of the Tendered Amount in the following manner or as per latest financial order of Govt. OF West Bengal.

a) The Earnest money of total 2% of quoted value deposited by the successful bidder will be converted as Security Deposit and balance 8% to be provided by Valid Bank Guarantee & Total 10% security deposit will be kept with this Authority upto Defect Liability period.

b) If the Earnest Money is less than 2% of the bid value of the successful bidder, then the balance amount will have to be deposited before agreement/LOI of the tender in form of Bank Guarantee (BG) from any public sector Bank.

**c) As per clause : 1.2 of West- Bengal, Form no :2911, under the memorandum, vide no :5696 F(Y); dt : 01.10.19. are as follows : -**

At the time of 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 E.M. deposited and converted into S. Deposit, shall amount to 10 % of the value of works executed at the material point of time and paid during the R/A bill, so that total deduction together with Earnest Money constitute 10 % of the tendered value of work actually done.

In case of excess/supplementary work over the tendered amount, additional security @10 % of such additional amount is to be deposited for such excess/supplementary works beyond the tendered amount before payment of final bill. Compensation of all other sums of money payable by the contractor to the Govt. as per terms may be deducted from the security deposit.

However, even though the earnest money deposited exceeds prescribed %, due to any reason what so ever, 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.

12. The security Deposit will be released after 12 months of after the completion of total supply, to the satisfaction of KMDA, provided no manufacturing defects are reported in any form. In case any defect is reported, the manufacturer will be required to replace the defective pipes immediately within 15 days from the date of issue of letter from KMDA free of cost along with the cost of such replacement including relaying, if any. Any loss sustained by KMDA, shall be borne by the Manufacturer/ Tenderer failing, which the entire cost shall be realized from any form of security deposit as mentioned above, lying with KMDA and the manufacturer may be debarred in participating in any future tender of KMDA along with other legal actions
13. The successful Tenderer will, within 10 (Ten) working days from the date of issue of the letter of Acceptance of his tender, submit 5 (five) additional copies of the full set of the contract documents. The documents required for the additional copies of the contract will have to be purchased by the successful Tenderer from the office of the Chief Engineer, Materials Sector at a price of Rs. 500/- per set. All the copies must be duly completed as per the original and signed on every page by the Tenderer before submission of the same to KMDA within the specified time.
14. In the event of failure from the part of the contractor in furnishing balance amount to fulfill the EMD requirement i.e. 2% of the Tendered Amount & submitting additional copies of completed agreement within 10 days of issue of Letter to Acceptance by KMDA as mentioned above, the tender will be liable for rejection and the Earnest Money deposited by the Tenderer will be forfeited. Also the manufacturer may be debarred in participating in any future tender of KMDA.

Offer shall remain valid for 180 days from the date of opening of tender for acceptance without assigning any reason.

15. A Bid once submitted shall not be withdrawn within the validity period. If any Bidder/Bidders withdraw his/their Bid(s) within the validity period, then Earnest Money as deposited by him/them will be forfeited.
16. Quoted price should include all statutory payments imposed by State & Central Govt. Escalation of price on any ground and consequent cost overrun shall not be entertained under any circumstances. Rates should be quoted accordingly. The bidder has to submit the breakups, if asked for.
17. **Intimation:** The successful Bidder will be notified in writing of the acceptance of his Bid. The Bidder then becomes the "Contractor" and he shall forthwith take steps to execute Formal Contract Agreement in appropriate KMDA Form which may be purchased on cash payment from the respective office as mentioned, and fulfill all his obligations as required by the Contract.
19. No conditional/ incomplete Bid shall be entertained.
20. There shall be no provision for arbitration.
21. The accepted rate will remain valid throughout the contract period i.e. from the date of issue of LOI and no claim for escalation of rates will be entertained.
22. Within the validity of the contract period **from the issue of date of acceptance / work order, different Purchase Orders** will be issued phase wise as per requirement of KMDA within the contract period.
23. The supply of D.I. pipes is to be completed **within 120 (one hundred and twenty) days** from the date of issue of respective Purchase order.
24. There may be increase or decrease in ordered quantity of different diameter DI pipes from the tendered quantity. The tenderer shall have to supply the same at the accepted rate of contract during the pendency of the contract. No additional claim for this variation will be entertained.
25. During submission of any Bill, the Manufacturers/tenders shall have to attach declaration towards the warranty

clause as per model format given in the NIT. **A consent letter for acceptance of the said warranty clause has to be enclosed in the NIT.**

26. Similar nature of works means Supply and Delivery of D.I. pipe.

27. Usual deductions for taxes as applicable will be made from the bills from time to time.

28. Payment of R.A. Bill – submitted by the manufacturer / supplier for materials supplied against Purchase Order will be made according to the availability of fund and no claim to delay in payment will be entertained. Normally bill should be submitted after completion of supply of all the pipes as ordered against any Purchase Order. However, R/A. Bill can be submitted for part supply against any Purchase Order. While submitting the bills the supplier will ensure furnishing requisite documents as will be required by the Chief Engineer / Superintending Engineer, W&S Sector (Materials Wing) KMDA to verify satisfactory supply of the pipes to the concerned consignee(s) as per Purchase Order.

29. Lowest rate for each diameter of pipe of different category to be considered separately. Hence, the tendered quantity may be distributed among the lowest Tenderer for each diameter of pipe under different category.

30. However KMDA has got right to cancel any tender showing no reason at all. Hence, no claim from the lowest quoted Tenderer for particular diameter of pipe of different category, will be entertained.

31. If the dates fall on holiday or on days of bandh or natural calamity or abnormality whatsoever, the respective following working day shall be reckonable for the purpose.

**Undertaking for non- deviation through Notary Certificate in Non-Judicial Stamp paper**

An undertaking for non-deviation through Notary Certificate in Non-Judicial Stamp paper(Rs.10/- ) in the following prescribed format:

*"Undertaking for non-deviation" as follows:*

**DECLARATION**

I -----Director/Partner of ----- having registered office at -----, do hereby solemnly affirm and declare as follows:

That our offer is strictly based on stipulations made in the tender document (Part -I & II) and as per subsequent clarifications, if any, to be made by KMDA from time to time.

That, if there is any deviation in our offer from the tender document (Part -I & II) and also deviation from the subsequent clarifications to be made by KMDA, it is confirmed that all deviations as mention above are here by withdrawn and stands cancelled.

That the above statements will have no financial implications on the price bid (Part-II).

That the statement made above are true to the best of my knowledge and belief.

I do hereby sign this declaration on this----- day of ----- 2022 at -----.

Declarant Identifier

**DECLARATION BY THE TENDERER**

- A. I/We have carefully gone through the Notice Inviting e-Tender and all other documents including all relevant Terms and Conditions of Contract contained in the Tender Documents.
  
- B. My/Our Tender is offered taking due consideration of all factors and if the same be accepted, I/we promise to abide by all stipulations of the contract documents, carry out and maintain requisite progress as directed & complete the work to the satisfaction of the Authority within the target date.
  
- C. \* Sri / Smt... .. of Water & Sanitation Sector, Materials Wing, KMDA is related to me/us as stated below: -

.....

.....

.....

- D. \* I/We have no relative/relatives working anywhere in of Water & Sanitation Sector, KMDA.

*{\* Strike out whichever is not applicable.}*

Signature of the Tenderer with Seal

Name of Tenderer (in Block letters):

Address:

**MODEL FORMAT OF WARRANTY CLAUSE**

(See Clause 11(a) of Rule 47 of WBFR-11)

The Manufacturer / supplier hereby declare that the D.I. Pipes sold to the buyers under contract (reference .. .. .) shall be of the best quality (and workmanship) strictly in accordance with the specifications and particulars contained/mentioned in the IS 8329/2000 (3<sup>rd</sup> revision) with Amendment No.1 thereof and the manufacturer/supplier hereby guarantees the said D.I. Pipes would continue to conform to the description and quality aforesaid for a period of 12 (twelve) months from the date of completion of the delivery of the said D.I. Pipes to the purchaser and that notwithstanding the fact that the purchaser (inspector) may have inspected and/or approved that said materials. If during the aforesaid period of 12 (twelve) months the said materials be discovered not to conform to the description and quality aforesaid or have deteriorated (and the decision of the purchaser in that behalf will be final and conclusive). The purchaser will be entitled to reject that defective materials or such portion thereof as may be discovered not to conform to the said description and quality. On such rejection the materials will be at the seller's risk and all the provisions herein contained relating to rejection of materials etc., shall apply. The manufacturer/supplier shall, if so called upon to do, replace the materials etc., or such portion thereof as is rejected by the purchaser otherwise the manufacturer/supplier shall pay to the purchaser such damages as may arise by reason of the breach of the conditions herein contained.

**MODEL FORMAT OF BANK GUARANTEE**

(To be furnished after acceptance of tender)

1. In consideration of Kolkata Metropolitan Development Authority, represented by The Chief Engineer/Superintending Engineer, W&S Sector of KMDA has agreed, vide his No. .... Dated ..... (Mentioned the no. & date of letter of acceptance), to accept the tender of ..... (Mention the name of the manufacturer / supplier. Here in after called the contractor) Notice Inviting e-NIT No : KMDA/W&S/SE/MAT/01/2023-24 Dated: band enter into an agreement (Herein after called as agreement) with the said contractor for the Supply and Delivery of different diameter of DISS (K-7) pipes for water, gas and sewage conforming to specification IS-8329/2000 (3rd Revision) with amendment No.1 with IS marked in standard lengths, suitable for Rubber Gasket (Push On) jointing with internal cement mortar lining and external protection by metallic zinc coating with finished layer of Bitumen coating at KMDA stack yard / stores at Salt Lake, Kolkata or anywhere within Kolkata Metropolitan Area. For due fulfillment of the terms and conditions contained in the agreement by the contractor a bank guarantee for ..... Rs (Rupees .....) only. We ..... (Indicate the name of Bank and Branch) (Hereinafter referred to as die “bank”) do hereby undertake to pay to KMDA an amount not exceeding Rs.....(Rupees.....) only against any loss or damage caused to or suffered or would be caused to or suffered by KMDA by reason of any breach by the said contractor of any of the terms or conditions contained in the said agreement within the time limit.

2. We (indicate the name of bank and branch) do hereby Undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from KMDA stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by KMDA by reason of any breach by the said contractor of any of the terms and conditions contained in the said agreement inclusive of failure on the part of the replacement of defective materials within the time limit. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this to pay guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....) only.

3. We ..... (indicate the name of bank and branch) undertake to pay to KMDA any amount so demanded notwithstanding any disputes raised by the contractor in any suit or proceedings pending before any Court or Tribunal relating thereto our liability under this present guarantee being absolutely unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment there under and the contractor shall have no claim against us for making such payments.

4 We ..... (indicate the name of bank and branch) further agree that the guarantee here-in-contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of KMDA under or by virtue of the said agreement have been fully paid and its claim satisfied or discharged or till KMDA certifies that terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.

5 We ..... (indicate the name of Bank and Branch) further agree with KMDA that KMDA shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to the extend time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by KMDA against the said contractor and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of such variation or extension being granted to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision have effect of so relieving us.

6. This guarantee will not be discharged due to change in the constitution of the bank or the contractor.

7. We ..... (Indicate the name of the Bank & Branch) undertake not to revoke this guarantee during its currency, except with the previous consent of KMDA in writing.

8. Notwithstanding anything contained here-in-above:

8.1 Our Liability under this bank guarantee shall not exceed Rs..... (Rupees.....) only.

8.2. This bank guarantee shall be valid up to .....

8.3. We shall be liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only KMDA serves upon us a written claims or demands on or before the date of expiry of the guarantee which falls on \_\_\_\_\_ irrespective of whether or not the original is returned to us.

Date: \_\_\_\_\_

Signature \_\_\_\_\_

For \_\_\_\_\_

(Name of the Bank & Branch)

**Address:**



**FORM NO. CMDA/F/19**

KOLKATA METROPOLITAN DEVELOPMENT AUTHORITY

TENDER FOR THE SUPPLY OF THE MATERIALS

**CONDITIONS OF CONTRACT**

1. (a) The Contractor is to deliver the materials on or before the dates mentioned in the tender, failing which he shall be bound to pay or allow one percent on total amount of the Contract for every day not exceeding ten days that the Contractor shall exceed the time for delivery as and by the way of liquidated damages. Provided however, that the Chief engineer / Superintending Engineer may in his discretion reduce, in such cases as he may think fit, the said amount to such smaller amount as he may decide and his decision in writing in that respect shall be final.
- (b) The quantity of materials which cannot be supplied even within 10 days with L.D. @ 1% per day, may be accepted at the discretion of the tender accepting authority with additional penalty to be decided by the tender accepting authority.
2. In every case in which the payment or allowance mentioned in Clause 1 shall have been incurred for ten consecutive days, Chief /Superintending, Engineer/Tender accepting authority shall have power either to cancel the contract altogether, or to have the supply completed without further notice at the Contractor's risk and expenses, as he may deem best suited to the interest of KMDA, and the contractor shall have no claim to compensation for any loss that he may incur in any way.
3. If the contractor shall be hindered in the supply of the materials so as to necessitate an extension of the time allowed in this tender, he shall apply in writing to the Chief Engineer/Tender accepting authority, who shall grant in writing, if reasonable grounds be shown for it, and without such written authority of the Chief Engineer/Tender accepting authority, applied for and obtained prior to the expiry of the original date provided for in the tender, the Contractor shall not claim exemption from the fine leviable under Clause – 1.
4. The Contractor shall give notice to the (consignee) Chief Engineer/Superintending Engineer Tender accepting authority of his intention of making delivery of materials, and on the materials being approved a receipt shall be granted to him by the Consignee, and no materials will be considered as delivered until so approved.
5. On the completion of delivery of materials, the Contractor shall be furnished a certificate to that effect, but the delivery will not be considered complete until the Contractor shall have removed all rejected materials and shall have approved materials stacked or placed in such position as may be pointed out to him.
6. The materials shall be of best description and in strict accordance with the specification, and the Contractor shall receive payment for such materials only as are approved and passed by the Executive Engineer or the Assistant Engineer.
7. In the event of materials being considered by the Consignee to be inferior to that described in the specification, the Contractor, shall on demand in writing forthwith remove the same at his own charge and cost, and in the event of his neglecting to do so within such period as may name by the Consignee, that officer may have such rejected materials removed at the Contractor's risk and expense, the expense incurred being liable to be deducted from any sums due or which may become due, to the Contractor.
8. If the Contractor or his work-people break or deface any building, road, fence enclosure or grass land or cultivated land, he shall make good the same at his own expense and in the event of his refusing or failing to do so, the damage shall be repaired at his expense by the Consignee, who shall certify for the deduction of the cost from any sum due, or which may become due, to the Contractor.
9. The Contractor shall supply at his own expense all tools, plants and implements, required for the due fulfillment of his contract, and the materials shall remain at his risk till the date for final delivery unless it shall have been in the meantime removed for use by the Consignee.  
The contract shall not be sublet without specific order from KMDA in respect of a specific sub-contractor. In the event of the Contractor subletting his contract without such permission, he shall be considered to have thereby committed a breach of contract, and shall forfeit his security deposit, and shall have no claim for any compensation for any loss that may accrue from the materials he may have collected or engagements entered into.
10. The decision of the Chief / Superintending Engineer for the time being shall be final binding and conclusive on all questions relating to the meaning of the specification.

11. The Chief /superintending, Engineer/Tender accepting authority shall have power to make any alterations in, omissions from, additions to, or substitutions for, the original specifications, drawings, design and instructions, that may appear to him to be necessary or advisable during the course of supply of the materials and the contractor shall be bound to supply the materials in accordance with any instructions which may be given to him in writing signed by the Chief Engineer/Tender accepting authority and such alterations, omissions, additions or substitutions shall not invalidate the contract; and any altered, additional or substituted materials which the Contractor may be directed to supply in the manner above specified as part of the work shall be supplied by the Contractor on the same conditions in all respect on which he agreed to do the main work, and at the same rates as are specified in the tender for the main work. Time for the completion of the supply shall be extended in the proportion that the altered, additional or substituted quantity of materials bear to the original quantity and the certificate of the Chief Engineer/Tender accepting authority shall be conclusive to such proportion. And if the altered, additional or the substituted materials include any class of materials, for which no rate is specified in the contract, then such class of materials shall be supplied at the rates entered in the schedule of rates of the Presidency Circle of P.W.D which was in force at the time of the acceptance of the contract, and if, such class of materials, are not entered in the schedule of the rates, then, the Contractor, Shall within seven days of the date of his receipt of the order to supply the materials inform Chief Engineer/Tender accepting authority of the rate which it is his intention to charge for such class of materials and if the Chief Engineer/Tender accepting authority does not agree to this rate, he shall, by notice in writing, be at liberty to cancel his order to supply such class of materials and arrange the supply thereof in such manner as he may consider advisable, provided always that if the Contractor shall commence supply or incur any expenditure in regard there to before the rates shall have been determined as lastly herein before mentioned, then, and in such case he shall only be entitled to be paid in respect of the supply made or expenditure incurred by him prior to the date of the determination, of the rate as aforesaid according to such rate or rates as shall be fixed by the Chief Engineer/Tender accepting authority. In the event or a dispute, the decision of the Chief / Superintending Engineer of K.M.D.A shall be final.

  
Superintending Engineer  
Material Wing  
W & S Sector, KMDA  
Tender Inviting Authority

No: 82 /KMDA/W&S/MAT/2P-37/Pt-XV

Dated: 31.01.2024

Copy forwarded for information to:

- 1) The Chief Executive Officer, KMDA
- 2) The Secretary, KMDA
- 3) The Chairman- Baruipur Municipality.
- 4) The Chairman- HMC
- 5) The Chairman- Halisahar Municipality.
- 6) The DG-Water Supply, KMDA.
- 7) The Director of Finance, KMDA.
- 10) The Chief Engineer, W&S / PM & C /KMDA.
- 11) The Jt. Secretary Law Cell, KMDA.
- 12) The Jt. Secretary (Works), KMDA.
- 13) The Dy. Secretary, Public Relation Cell, KMDA along with **Five(5) copies of this NIT for publication in three leading dailies of which one must be in English and One must be in Hindi and for display this NIT in website of KMDA and Govt. of West-Bengal.** Vide order No: 192(2) (18) N-316/KMDA/FA000/05,dt:10.01.2008.
- 14) The Superintending Engineer, FAWS Circle /FAWS-II Circle /D&P Circle , W & S Sector, KMDA.
- 15) The A.O/W & S Sector/ (Material Wing)/KMDA.
- 16) The Executive Engineer, W & S Sector/ (Materials wing)/KMDA.
- 17) Notice Board.

  
Superintending Engineer  
Material Wing  
W & S Sector, KMDA  
Tender Inviting Authority

**APPLICATION FOR TENDER**

To,  
The Superintending Engineer,  
Materials Wing/W&S Sector/KMDA.  
Unnayan Bhaban/ Kolkata.

**Tender No.** \_\_\_\_\_

**Serial No of Work applied for:** \_\_\_\_\_

Dear Sir,

Having examined the statutory, non – statutory & e – NIT documents, I/We hereby like to state that I/We willfully accept all your condition and offer to execute the works as per Tender no and serial no. stand above. I/We also agree to remedy the defects after/ during execution of the above work in conformity with the conditions of contract, specifications, drawings, bill of quantities and addenda.

Dated this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Full name of Applicant: \_\_\_\_\_

Signature: \_\_\_\_\_

In the Capacity of: \_\_\_\_\_

\_\_\_\_\_  
Duly authorized to sign Bids  
For & on behalf of (Name of Firm): \_\_\_\_\_  
(In Block capitals or typed)

Office Address:

Telephone no(s) (Office): \_\_\_\_\_

Mobile No: \_\_\_\_\_

Fax No: \_\_\_\_\_

E –mail I.D: \_\_\_\_\_

## **AFFIDAFIT FORMAT**

One affidavit before Notary will have to be submitted mentioning the correctness of the documents and Declaration of penalty, Debarment etc. faced by the declaring under any Govt. / Semi – govt. / Autonomous body/ Institution / local body in hard copy along with serial no (d) above within stipulated date & time.

● **Points/ Declaration to be furnished in the affidavit.**

i) I (Name) son of (Father's Name), residing at (Residential Address) having office at (Business Address) do hereby solemnly affirm and declare as follows: -

ii) Partnership Details:

iii) Reference NIT No &SI No [if any]:

iv) All documents submitted by me are genuine, authentic, true and valid.

v) All information furnished are true to the best of my Knowledge & behalf. Department has got full right to cancel the same with penal measure, if any, in case of the statements is proved to be false.

1) vi) That all the documents submitted by me/our M/s..... are authentic and we are fully responsible for the authentication of the information and documents as submitted.

2) To be read as: That I/We/ M/s.....have not been blacklisted / debarred / disqualified / disallowed to supply Ductile Iron pipes in case of EPC contracts / Turnkey contracts / Supply Order contracts / Rate contracts for the entire or any part thereof. by any of the Central / State governments / Board / Corporation / as procuring entity in India with respect to quality issues in last three years from the date of submission of the tender.

vii) All above statements are true to the best of my knowledge and belief.

viii)That I am A citizen of India.

I do hereby sign this affidavit on this -----day of -----2022at -----.

Deponent

Identified by me