Supply, delivery, installation, testing and commissioning of **auditory reinforcement and stage lighting system** at auditorium under Budge Budge Municipality.

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

No.: SE(E/M)-II/KMDA/BBG-L&S/25-26/08 Dt.:29/04/2025

Abridged Tender Notice

e-Tender No.: SE(E/M)-II/T-03 of 2025-26 dt.29/04/2025

The Superintending Engineer (E/M)-II, for and on behalf of Kolkata Metropolitan Development Authority (KMDA) invites online two-part item rate-quoting turnkey basis e-tender from the manufacturers of **auditory reinforcement and/or lighting equipment** OR their authorized agency/representative having successfully completed the work of supply, installation and commissioning of 'auditory reinforcement system and lighting (all brand new)' in any hall in a single and same order during last 05 (five) calender years from the date of issue of this e-tender under any Government/Govt. Undertaking/Autonomous Bodies/ Semi-Govt./ Statutory Bodies/ Local Bodies, and having financial capabilities not less than 50 lacs, for the work with some particulars as mentioned below:

Name of the work	Estimated Amount (Rs.)	Earnest Money to be deposited (Rs.)	Time of completion	Cost of Tender Documents
Supply, delivery, installation, testing and commissioning of **auditory reinforcement and stage lighting system** at auditorium under Budge Budge Municipality.	Amount to be quoted by the bidder (including all in all respects, aspects and dimensions)	Rs.2,42,000.00 (balanced amount to determine @02% of the quoted/accepted amount shall have to be deposited within **seven working days after informing so**)	06 (six) calendar months	NIL

- An online request for participating in the tender is **from 10/05/2025, 15:00 hours to 31/05/2025, 15:00 hours**. For further details please contact the office of the undersigned or see the websites: https://kmda.wb.gov.in/www.wbtenders.gov.in

Superintending Engineer (E/M)-II
E/M Sector, KMDA

No.: SE(E/M)-II/KMDA/BBG-L&S/25-26/08 Dt.:29/04/2025

Copy forwarded for information and taking necessary action to:

1. The Chief Executive Officer, Budge Budge Municipality
2. The Chief Engineer (S), Municipal Engineering Directorate
3. The Chief Engineer, PM&C Sector, KMDA
4. The Chief Engineer (E/M), E/M Sector, KMDA
5. The Chief Engineer-in-Charge (E/M), E/M Sector, KMDA
6. The Deputy Secretary (PR), KMDA - with a request to publish the tender notice in the leading dailies of national importance and in KMDA & GoWB web-sites as per prevailing norms based on the approved amount. The Copy of such approval by the competent authority is enclosed. This is the **2nd call** of tender.
7. The Superintending Engineer, MC- I/II, E/M Sector, KMDA
8. The Superintending Engineer, EC-I/II, E/M Sector, KMDA
9. The Superintending Engineer (E/M)-I, E/M Sector, KMDA
10. The Executive Engineer(E/M)/GAP-I, E/M Sector, KMDA
11. The A.C.F.A., E/M Sector, KMDA
12. The PS to the CEO, KMDA
13. Notice Board
14. Office copy

Superintending Engineer (E/M)-II
E/M Sector, KMDA

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

No.: SE(E/M)-II/KMDA/BBG-L&S/25-26/09 Dt.:29/04/2025

Detailed Tender Notice

e-Tender No.: SE(E/M)-II/T-03 of 2025-26 dt.29/04/2025

The Superintending Engineer (E/M)-II, for and on behalf of Kolkata Metropolitan Development Authority (KMDA) invites online two-part item rate-quoting turnkey basis e-tender from the manufacturers of **auditory reinforcement and/or lighting equipment** OR their authorized agency/representative having successfully completed the work of supply, installation and commissioning of 'auditory reinforcement system and lighting (all brand new)' in any hall in a single and same order during last 05 (five) calendar years from the date of issue of this e-tender under any Government/Govt. Undertaking/Autonomous Bodies/ Semi-Govt./ Statutory Bodies/ Local Bodies, and having financial capabilities not less than 50 lacs, for the work with some particulars as mentioned below:

Name of the work	Estimated Amount (Rs.)	Earnest Money to be deposited (Rs.)	Time of completion	Cost of Tender Documents
Supply, delivery, installation, testing and commissioning of **auditory reinforcement and stage lighting system** at auditorium under Budge Budge Municipality.	Amount to be quoted by the bidder (including all in all respects, aspects and dimensions)	Rs.2,42,000.00 (balanced amount to determine @02% of the quoted/accepted amount shall have to be deposited within **seven working days after informing so**)	06 (six) calendar months	NIL

Sl no.	Items for consideration		Information
1.1	**Name & Address of the tender Inviting authority**	:	Superintending Engineer (E/M)-II, E/M Sector, KMDA, Unnayan Bhavan, 'A' Block, 6th floor, Salt Lake City, Kolkata-91.
1.2	**Name & Address of the Executing Cell**	:	Executive Engineer (E/M)/GAP-I, E/M Sector, KMDA.
1.3	**Firm (s) / Contractor(s) eligible to submit tender**	:	The eligible (as per NIT) and willing prospective bidders, to take part in the e-tendering process, will have to be enrolled and registered with the Govt. e-procurement system, through logging on to http://wbtenders.gov.in and to obtain a class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the NIC.
1.4	**Collection of tender documents**	:	The agency can search and download NIT and tender documents electronically from computer once he logs on to website using the DSC. This is the only mode of collection of tender documents.

1.5	**Submission of Tenders**	:	Tenders are to be submitted online through website in two folders at a time for each work one is technical Proposal and the other is Financial Proposal, before the prescribed date and time. Using the digital signature certificate (DSC), he documents are to be uploaded, virus scanned and digitally signed. The documents will get encrypted (transformed into non-readable formats).
1.6	**Date & time limit** for downloading of tender (online)	:	**from 10/05/2025, 15:00 hours to 31/05/2025, 15:00 hours**.
1.7	**Date & time limit** for submission of tender (online)	:	**from 10/05/2025, 15:00 hours to 31/05/2025, 15:00 hours**.
1.8	Date & time for opening of **Technical Bid** (online)	:	**03/06/2025, 14:00 hours**
1.9	Financial Bid Opening Date & time (online)		**: To be notified latter.**
1.10	Date of Pre-Bid Meeting		**: 22/05/2025, 15:00 hours**

{No request from the prospective bidders, on any issue and up to any extent, will be entertained that will reach the TIA after 3 working days emanating from the scheduled (including corrigendum, if any) date of pre-bid meeting}.

2.0. **Submission of Tenders**:

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

2.2 Technical Proposal (PART-I)

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

(i) Technical files (Statutory covers)

a. NIT, minutes of pre-bid meeting and Addendum or Corrigendum, if any.
b. Tender Form No.1.
c. Declaration.
d. Scanned copy of Power of attorney by the competent Authority if the power is delegated for signing the Bid to persons other than the applicant must be uploaded.
e. Scan copy of the document in relation to submission of EMD.
f. Essential condition under the Statutory Cover (applicable for all bidders): **"**If after opening of the **financial bid** it is found that the '**Credential/s**' submitted by the bidder are/is not in line with the NIT prerequisites, the bid will be summarily be rejected. Neither any shortfall notice will be given nor may any further submission of document be accepted''.

(ii) My Documents (Non- statutory cover) containing:

The firm shall submit authorization certificate/s from the prescribed manufacturers of **auditory reinforcement and/or stage lighting equipment** (when the manufacturers are not the bidders), valid solvency certificate of prescribed amount in prescribed form, valid trade license as per Govt. norms or as applicable as per Govt. norms, ESI, EPF & GST Registrations, PAN, Certificate and updated challan

against Professional Tax clearance (in lieu of: as applicable as per Govt. norms), audited Balance Sheets and IT returns both for last three financial (or as applicable) years, proper and valid contractor electrical license issued by competent Govt. authority and supervisory certificate of competency issued by the competent Govt. authority having 'part 1, 2, 4, 6A and 11' OR 'national certificate of supervisor' (supervisor: either corresponding to the contractor electrical license or employed in/associated with the contractor/agency as per prevailing Govt. norms).

(iii) Credential criteria:

The intending bidder shall produce the following credentials:

a)

1) Intending tenderers should produce credentials of a similar nature of work of the minimum value of 30% of the rate/amount quoted by the respective bidder in a single work order during 5 (five) years prior to the date of issue of this tender notice,

or

2) Intending tenderers should produce credentials of 2 (two) similar nature of work, each of the minimum value of 25% of the rate/amount quoted by the respective bidder during 5 (five) years prior to the date of issue of this tender notice,

or

3) Intending tenderers should produce credentials of one single running work of similar nature which has been completed to the extent of @75% or more and value of which is not less than the desired value at (1) above,

and

4) In case of running works, only those tenderers who will submit the certificate of satisfactory running work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the tender. In the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executed agency, i.e., the tenderer.

b)

1) Any type of payment certificate or work/awarding order will not be treated as credential.

2) Credential certificate issued by the Executive Engineer or equivalent or competent authority of a State/Central Government, State/Central Government Undertaking, Statutory/Autonomous Bodies constituted under the Central/State statute, on the executed value of completed/running work will be taken as credential.

c)

Any sort of completion of work/s under sub-contract shall not be treated as credential. Any type of joint venture in any form will not be accepted.

(iv) A self-declaration in the form of affidavit before the Notary (in a stamp paper for minimum Rs.10.00) stating that the documents submitted/furnished by him are true and genuine to the best of his knowledge and belief, and also with stating that no debarment or any other penalty has been imposed against him. In case any fraudulent activities are observed and or detected, at any stage of time, he shall be solely responsible for such activities.

It shall also be declared whether his firm has faced penalty/debarment etc. for similar type of work (if any) or any such case is pending in last 5 years from the date of issue of this NIT against any sort of tendering in any Gov/Semi Govt. / Autonomous Body / Institution etc.

(v) In the credential certificate the name of the contractor with full address, tender no., work order no., date of commencement, time allowed and date of completion, quantity of item completed, detailed nature/type of job, the work has been completed successfully and satisfactorily within the specified time period or not etc., in usual manner, should be mentioned. Any sort of completion of work/s under sub-contract shall not be treated as credential.

(vi) Joint venture in any type in any form, relaxation for NSIC, SSI etc. will not be allowed.

(vii) All the bidders should have local office situated in and around Kolkata or in its suburbs and the address to be mentioned.

(viii) Partnership firms shall submit a copy of the registered Partnership deed, otherwise the application will not be considered.

(ix) A person should be associated with the work and his normal residence should be in and around Kolkata along with his identity, address, contact details etc.

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

(xi) All the pages of Tender paper and all the documents (submitted as Bid Document) including all the photo copies must be signed by the authorized representative on the body of such documents in usual manner failing which the application may not be considered.

(xii) All the materials, equipment, parts, machines, vehicles, items etc. to be supplied, must be brand-new.

Also, back-to-back supply cum guarantee/warrantee-certificates from the concerned item (out-sourced by the bidder)-wise OEMs shall have to be submitted in due course.

(xiii) All sorts of required consumables, tool, tackles, machines, equipment, electricity, water etc. required for this work shall be in the bidders' scope. All the works shall be done following all sorts of Govt. norms, rules, regulations etc., whatsoever and as per directions of the Engineer-in-charge (EIC) as per requirements of site, situation etc. from time to time.

(xiv) Solvency Certificate of at least Rs.50.00 (five zero) lacs only (not before twelve months from the date of issue of this NIT) from a Nationalized Bank/ scheduled Bank of India is to be submitted during submission of tender.

(xv) Month means full calendar month.

(xvi) Valid e-mail, contact numbers etc. should be provided along with technical proposal.

(xvii) Valid and appropriate Authorization certificate/s in usual form as per tender documents (not before the date of the NIT) from the competent authority of the manufacturers of **auditory reinforcement and/or stage lighting equipment** (if the bidder is not a manufacturer as per NIT) shall have to be submitted along with the technical bid, otherwise the bidding shall be not accepted.

(xviii) The rate/s quoted shall be all inclusive, fixed and final whatsoever (and the rate/s shall vary in no way, even in case of variation in the Govt. statutory component/s and imposing/maintaining any norm, rule, regulation, component etc., at any stage of time) for this turnkey job.

(xix) The rate/s quoted shall be all inclusive in all respects, fixed and final whatsoever (and the rate/s shall vary in no way, even in case of any type of variation in the Govt. statutory component/s and imposing/maintaining any norm, rule, regulation etc. from time to time).

(xx) All sorts of evaluations, examinations etc. will be made only based on the documents, papers etc. submitted (and not considering anything else) by the bidders.

(xxi) This is a turnkey tender for turnkey job. All types of works, items, equipment, machines etc. that would be required to run the installation conveniently, smoothly, logically and rationally in its full pledged status, protection and capacity with respect to the essence of this tender and satisfaction of the EIC as per site-condition and requirement, shall have to be done and completed with the prescribed time-period from time to time in all respects and dimensions.

(xxii) The quantity mentioned anywhere in the tender documents, may vary (increase/decrease) during execution i.e., even after issuing work order (WO).

(xxiii) No type/extent of subletting/subcontracting will be allowed (even if mentioned otherwise elsewhere in the tender documents).

(xxiv) If any deviation from the tender documents/agreement (required to be executed in due course) is found/detected in respect of the work, at any stage of time (even after supply OR guarantee/warrantee-period), necessary action will be taken against the bidder/contractor, as deemed fit by KMDA (like forfeiture of EMD/any payment lying with KMDA, imposing penalty, debarment etc.).

(xxv) If the bidder fails to deposit the balanced amount of EMD (two percent of quoted/accepted amount minus initially deposited amount) in the prescribed manner within **seven working days** (emanating from the date of issuance of formal letter to do so in due course), the bid may be (at KMDA's discretion) treated as informal and summarily rejected, EMD already deposited may be (at KMDA's discretion) forfeited, and in addition necessary action will be taken as deemed fit by KMDA.

(xxvi) In case of detection (at any stage of time) of 'submission/providing any untruth information, data, parameter, statement etc.'/ 'any type of deviation committed' by the bidder/contractor, OR 'the bidder/contractor is found to not obey (at any stage of time) anything in the tender documents/contract and/or any Governments'/KMDA's norms prevailing from time to time', necessary action (as deemed fit by the competent authority in KMDA) will be taken against the bidder/contractor like imposing debarment, penalty etc. in addition to forfeiture of EMD/retention/security money, dues, payments etc.

(xxvii) This is the tender for a turnkey job, and whichever needed to complete & fulfill the essence of the tender (as per discretion of the EIC) will be included in the scope of work (though scope may be found mentioned elsewhere in the tender documents for guiding purpose only).

The rate/s shall be quoted accordingly.

2.3 <u>Financial Proposal (PART-II)</u>

The financial proposal shall contain the following documents i.e.,

Bill of quantities (BOQ): The bidder is to offer item-rate including all sorts of taxes, cess, duties, freight, insurance, registrations, loading-unloading, packing, forwarding, supply, testing-commissioning etc., required manpower etc, i.e. all inclusive and all complete in all respects, one year maintenance, providing necessary and sufficient training to the working personnel; necessary maintenance works providing required manpower like supervisors, drivers, labourers etc., all sorts of consumables etc., all complete and up to the satisfaction of the EIC (Engineer-in-charge) in all respects, online through computer in the space marked for quoting rate in the BOQ. Only downloaded copies are to be uploaded virus scanned & digitally signed by the contractor.

3.0 <u>Earnest Money Deposit</u>:

In addition to the complete set of tender documents as mentioned here in before, the tenderer shall have to deposit an amount as earnest money (as mentioned earlier) online. Please note that submission of tender without requisite earnest money will be treated as non-responsive.

Of course, the differential amount to determine @2% of the quoted/accepted amount is to be deposited to KMDA by the successful bidder in prevailing (from time to time) modes **within 7 working days from the date of informing to do so**, failing which the bid may summarily be rejected & EMD may be forfeited, and in addition penal action (as deemed fit by the competent authority) may be taken against the bidder.

The earnest money deposited otherwise will not be accepted and the tender will not be valid.

No exemption of EMD will be allowed.

4.0. <u>Security Deposit:</u>

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 (EMD) 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 the 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. And such refund of the security deposit by replacing equal amount of bank guarantee will be applicable only for capital works (and not for O&M WORKS), but such bank guarantee of scheduled bank must be valid up to 3 months beyond the defect liability period AS MENTIONED ELSEWHERE.

However, release of security deposit shall be done as per usual norms prevailing in KMDA from time to time and based on the Defect Liability Clause.

5.0 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 LIABLITY PERIOD SHALL BE ONE CALENDER YEAR FROM THE DATE OF COMPLETION AND COMMISSIONING OF THE ENTIRE WORK UNDER THE CONTRACT (including extension, if any).

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

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

Any sort of Tax, cess, duties etc. will be deducted from the contractor's bill at the rate in accordance with the orders/ circulars of the Union Government of India in force during the contractual period.

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

G.S.T. will be applicable as per prevailing Govt. norms, time to time.

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

7.0 Opening and evaluation of tender:

7.1 Opening of Technical Proposal:

a) Technical proposals will be opened by the Superintending Engineer (E/M)-II, E/M Sector, KMDA and/ or his/her authorized representative electronically from the web portal using his/her/their digital signature certificate/s (on the depicted date and time or thereafter).

b) Intending tenderers may remain present if they so desire.

c) Technical bids will be opened first. If there found any deficiency, the tender may summarily be rejected.

7.2 Pursuant to scrutiny and decision to the technical accepting authority, the summary list of the technically eligible bidders will be uploaded in the web portal/s.

7.3 Opening and evaluation of financial proposal:

Financial proposal of the bidders declared technically eligible by the tender accepting authority will be opened electronically from the web portal on prescribed date and time (or thereafter) by the S.E. (E/M)-II, E/M Sector, KMDA. All sorts of documents, papers etc. as required in this tender shall have to be uploaded in the prescribed procedures within due date & time, and no document, paper etc. (hard/soft copy) may be entertained once such date and time is over. The Tender Accepting Authority may ask any of the tenderers to produce original documents/papers required/requisite against this tender for physical verification within a specified time period (by the TIA) and, in this respect, failing which the tender will be liable to be summarily rejected. All documents must be proper and/or valid as per this e-NIT within the specified time period (including shortfall, if so).

After evaluation of financial proposal, the authority may upload the final summary result (the tender/financial bids of only those bidders will only be accepted who are found qualified/eligible in all respects/dimensions, based on the documents/papers submitted by the bidders only) as per this NIT).

7.4 The rate/s quoted must be all inclusive and no extra payment will be made, whatever the case may be. All the items/machines to be supplied must be made indigenously and as per latest norms, standards etc. (like pollution etc.) of the Govts. for the specific items/machines. KMDA authority may examine the origineness of the items/machines to be supplied, by a third party/agency (for expert's views) at the risk and cost of the contractor. The Tender Accepting Authority may ask any of the tenders to submit analysis to justify the rate/s quoted by that tenderer.

That is, all sorts of evaluations, examinations etc. will be made based on the documents, papers etc. submitted (and not considering anything else) by the bidders.

Rate/s shall be quoted accordingly.

8.0 <u>Conditional and incomplete Tender</u>:

Conditional and incomplete tenders are liable to be summarily rejected.

9.0 <u>Withdrawal of tender</u>:

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

If a tenderer withdraws his tender within this period without any valid reason, he may be disqualified from submitting any tender in KMDA for a minimum period of one year and earnest money, additional security money etc. already deposited, may be forfeited; also any other action may be taken against the bidder as per KMDA's discretion.

10.0 <u>Validity of the offer/ tender</u>:

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

11.0 <u>Rates inclusive of all charges, taxes etc.</u>:

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

The tenderer shall include income taxes, GST etc. as applicable. Octroi if any, toll, ferry charges, local charges, royalties, service taxes, turn over taxes and all other charges shall be as applicable.

All other charges like insurance charges, freight, 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.

12.0 <u>Payment of wages and other regulatory benefits</u>:

Any sort of expenses, risks, accidents, penalties, medical, costs etc. as per Govt. (or any other designated authority) norms in relation to the working personnel against this work shall be within the scope of the bidder and KMDA will in no way be responsible for the same at any point of time. In no case, the department shall be held responsible for any eventualities in this regard. No person engaged in the work will be employed by KMDA/end-user in any form, anyway.

13.0 <u>Acceptance of Tender</u>

I. Lowest valid rate should normally be accepted. However, the Tender accepting Authority does not bind himself to do so and reserves the right to reject/accept any or all the tender/s, without assigning any reason thereof.

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

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

14.0 Mobilization Advance

No mobilization advance will be provided by the authority.

15.0 Government License/permission/registration/

Obtaining any sort of Govt. license/designated authority, permission, clearance, compensation, indemnity etc. in respect of labour,, pollution, electricity, fire, electrocution, explosive/polluting gases/materials, machines, equipment, safety-security, weights & measures, quality, civil & defense admiration etc., from the respective competent Government (or designated) authority will be applicable as per prevailing Govt. (or designated authority) norms from time to time, and will be in the bidder's scope.

16.0 Site inspection before submission of tender

Before submitting any tender, the intending tenderers should make themselves acquainted thoroughly with the local conditions prevailing at site by actual inspection of the site and taking into consideration all factors and difficulties likely to be involved in the execution of work in all respect including transportation of materials, communication facilities, climate conditions, nature of soil, availability of local labour and market rate prevailing in the locality etc. and no claim, whatsoever, will be entertained on these account after award of the contract In this connection intending tenderers may contact the office of the undersigned between 11.30 hours to 16.30 hours on any working day prior to date of submission of tenders with prior appointment.

17.0 Withdrawal of Tender

If any tenderer found lowest after opening of the financial bids, withdraws his tender before acceptance or refusal within a reasonable time without giving any satisfactory explanation for such withdrawal, he shall be disqualified for making any tender to the department for a minimum period of one year. All cases in which the Tender Accepting Authority has reason to doubt the bona fide of such withdrawal should be reported to the Chief Engineer concerned in all details for issuance of such disqualification orders by the said Chief Engineer, under intimation to the other Chief Engineers, e-Tendering Cell and also to this Department. Copy of such order should invariably be communicated to the Nodal Officer, e-Governance of this Department with a request to upload the same in the website.

18.0 Arbitration

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

19.0 Suspension and debarment of contractor, supplier and consultant participating for public works under KMDA:

Action will be taken as per Memorandum No.547-W(C)/1M-387/15 dt.16.11.2015 read with the Memorandum No.724-W(C)/1M-953/19 dt.19.12.2019 of the Joint Secretary to the Govt. of west Bengal, Public Works Department.

20.0 Disclaimer:

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

KMDA reserves the right to reject or accept or split any or all tenders/bids without assigning any reasons whatsoever.

The quantum of work mentioned in the bill of quantities (BOQ) may vary during issuing of order/execution.

KMDA reserves the right to terminate the tender without assigning any reason what so ever in any nature at any point of time during pendency of the contract by serving upon seven days written notice to the contractor even after awarding of the contract and execution of field work without entertaining any claim for loss of profit or compensation of any kind and of any nature whatsoever.

Superintending Engineer (E/M)-II
EM Sector, KMDA

No.: SE(E/M)-II/KMDA/BBG-L&S/25-26/09 Dt.:29/04/2025

Copy forwarded for information and taking necessary action to:

1. The Chief Executive Officer, Budge Budge Municipality
2. The Chief Engineer (S), Municipal Engineering Directorate
3. The Chief Engineer, PM&C Sector, KMDA
4. The Chief Engineer (E/M), E/M Sector, KMDA
5. The Chief Engineer-in-Charge (E/M), E/M Sector, KMDA
6. The Deputy Secretary (PR), KMDA - with a request to publish the tender notice in the leading dailies of national importance and in KMDA & GoWB web-sites as per prevailing norms based on the approved amount. The Copy of such approval by the competent authority is enclosed. This is the **2nd call** of tender.
7. The Superintending Engineer, MC- I/II, E/M Sector, KMDA
8. The Superintending Engineer, EC-I/II, E/M Sector, KMDA
9. The Superintending Engineer (E/M)-I, E/M Sector, KMDA
10. The Executive Engineer(E/M)/GAP-I, E/M Sector, KMDA
11. The A.C.F.A., E/M Sector, KMDA
12. The PS to the CEO, KMDA
13. Notice Board
14. Office copy

Superintending Engineer (E/M)-II
E/M Sector, KMDA