

Designing, manufacturing, supply, delivery, testing and commissioning of truck-mounted (compact) suction cum jetting machines machineries, pumps, equipment etc., all complete.

**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/Suction cum jetting/2024-25/31Dt.:17/12/2024

Abridged

e-Tender No: SE(E/M)-II/T-06 of 2024-25 dt.17/12/2024

Superintending Engineer (E/M)-II, for and on behalf of Kolkata Metropolitan Development Authority (KMDA, invites online 2-part item-rate quoting e-tender from reliable, resourceful, bonafide and experienced manufacturers who have credentials of similar nature of works {supply of similar type machine (with suction and jetting pumps, minimum 4000 liter capacity of tank)} in a State/Central Government or State/Central Government Undertaking/Statutory/Autonomous Bodies constituted under the Central/State statute as stated in detailed notice for the below mentioned work.

Name of work	Estimated Amount(Rs.)	Earnest Money to be deposited (Rs.)	Time of completion	Cost of Tender Document
Designing, manufacturing, supply, delivery, testing and commissioning of truck-mounted (compact) suction cum jetting machines machineries, pumps, equipment etc., all complete.	Rate to be Quoted	Rs.7,30,000.00 (Balanced amount to reach @2% of contract/accepted amount is to be deposited by the successful bidder before issuing of order)	04 calendar months	NIL

An online request for participating in the tender is **from 28/12/2024, 14:00 hours to 18/01/2025, 14:00 hours**. Further details may be had from the detailed NIT at the office of the undersigned or from the KMDA web site:

www.cmdaonline.com /www.kmdaonline.org /www.wbtenders.gov.in

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

No.:SE(E/M)-II/KMDA/Suction cum jetting/2024-25/31

Dt.:17/12/2024

Designing, manufacturing, supply, delivery, testing and commissioning of truck-mounted (compact) suction cum jetting machines machineries, pumps, equipment etc., all complete.

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

1. The CE (S&D), KMDA
2. The CE(SWM), KMDA
3. The CE(GAP), KMDA
4. The CE, PM& C Sector, KMDA
5. The CE(E/M), KMDA
6. The Chief Engineer-in-Charge (E/M), E/M Sector, KMDA.
7. The Superintending Engineer- E/M-I/E/M-III/EC-I/EC-II/MC-I/MC-II, E/M Sector, KMDA
8. The Deputy Secretary (PR), KMDA- with a request to publish the tender notice in the leading dailies of national importance and in KMDA & GoWB web-sites as per prevailing norms based on the approved amount. The Copy of such approval by the competent authority, KMDA vis-a-vis CE(E/M), E/M Sector is enclosed. **This is the 1st call.**
9. The Executive Engineer (E/M)/JNNURM, E/M Sector, KMDA
10. The ACFA, E/M Sector, KMDA.
11. Notice Board.

Superintending Engineer (E/M)-II

EM Sector, KMDA

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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/Suction cum jetting/2024-25/32

Dt.:17/12/2024

Detailed
e-Tender No: SE(E/M)-II/T-06 of 2024-25 dt.17/12/2024

Superintending Engineer (E/M)-II, for and on behalf of Kolkata Metropolitan Development Authority (KMDA, invites online 2-part item-rate quoting e-tender from reliable, resourceful, bonafide and experienced manufacturers who have credentials of similar nature of works {supply of similar type machine (with suction and jetting pumps, minimum 4000 liter capacity of tank)} in a State/Central Government or State/Central Government Undertaking/Statutory/Autonomous Bodies constituted under the Central/State statute as stated in detailed notice for the below mentioned work.

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Designing, manufacturing, supply, delivery, testing and commissioning of truck-mounted (compact) suction cum jetting machines machineries, pumps, equipment etc., all complete.	Rate to be Quoted	Rs.7,30,000.00 (Balanced amount to reach @2% of contract/accepted amount is to be deposited by the successful bidder before issuing of order)	04 calendar months	NIL

<u>Sl no.</u>	<u>Items for consideration</u>	<u>Information</u>
1.1	Name & Address of the tender Inviting authority	: Superintending Engineer (E/M)-II, E/M Sector, KMDA, Unnayan Bhavan, ‘A’ Block, 6 th floor, Salt Lake City, Kolkata-91.
1.2	Name & Address of the Executing Cell	: Executive Engineer (E/M)/JNNURM, E/M Sector, KMDA.
1.3	Firm (s) / Contractor(s) eligible to submit tender	: Only Manufacturer willing 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://wbtdenders.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), the documents are to be uploaded, virus scanned and digitally signed. The documents will get encrypted (transformed into non-readable formats).

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- 1.6 **Date & time limit** for request of tender (online) : **From 28/12/2024, 14:00 hours to 18/01/2025, 14:00 hours**
- 1.7 **Date & time limit** for submission of tender (online) : **From 28/12/2024, 14:00 hours to 18/01/2025, 14:00 hours**
- 1.8 Date & time for opening of **Technical Bid** (online) : **21/01/2025, 14:00 hours**
- 1.9 Financial Bid Opening Date & time (online) : **To be notified latter.**

Date of Pre-Bid Meeting

- 1.10 : **09/01/2025, 14:00 hrs**
NB: No request (in any form, any type and to any extent) from the bidders' ends would be entertained that would be received after 3 working days from the prescribed date (including any change, if any) for 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.

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

The firm shall submit valid trade license as per Govt. norms (or as applicable), ESI, EPF & GST registrations (like certificates etc.), PAN, Certificate and clearance-challan (at least up to last financial year) (or as applicable), audited Balance Sheets and IT returns both for last three financial years, and other documents as per the bidders' requirement.

iii) Credential criteria:

The intending bidder shall produce the following credentials:

- 1) Intending tenderers should produce credential of a similar nature of work of the minimum value of 40% of the amount quoted by the respective bidder 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 works, each of the minimum value of 30% of the 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 80% or more and value of which is not less than the desired value at (1) above,
and

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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.

and

5) Similar nature of works shall mean “completion of supply of similar type machine (with suction and jetting pumps, minimum 4000 liter capacity of tank) with in last 5 years from the date of issue of this NIT.

b)

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

2) Credential certificate issued by any Officer not below the rank of Executive Engineer of a State/Central Government, State/Central Government Undertaking, Statutory/Autonomous Bodies constituted under the Central/State statute, on the executed value of completed/running work, will be taken as credential.

c)

In the credential certificate the name of the agency with full address, tender no., work order no. and date, date of commencement, time allowed and date of completion, nature/type of job, the work has been completed successfully and satisfactorily within the specified time period or not etc., in usual manner, are to be mentioned.

d)

Any sort of completion of work/s under sub-contract shall not be treated as credential.

iv) A self-declaration in the form of affidavit before the Notary (on a stamp paper for minimum Rs.10.00) stating that the documents submitted/furnished by him/her are true and genuine to the best of his/her knowledge and belief, and also with stating that no debarment or any other penalty has been imposed against him/her within last 3 years from the date of issue of this tender. 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 number, 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, are to be mentioned. Any sort of completion of work/s under sub-contract shall not be treated as credential.

vi) Any relaxation for NSIC will not be allowed. Any type of joint venture or something like it is not allowed. No Cess will be applicable in this tender/work.

(vii) All the bidders should have local office situated in and around Kolkata or in its suburbs and the address to be mentioned. Repairing-maintenance should be on-site, or in a place designated by the EIC/contractor, located in and around Kolkata.

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

(ix) A person should be associated with the work and his normal residence must 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.

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- (xi) All the pages of Tender paper and all the documents (submitted as Bid Document) including all the photo copies must be signed by the authorized representative on the body of such documents in usual manner failing which the application may not be considered.
- (xii) All the materials, equipments, parts, machines, vehicles, items etc. to be supplied must be brand-new.
- (xiii) All sorts of required consumables, tools and tackles etc. like fuels, lubricants etc. and proper manpower (in all categories/strength: including providing training to the designated personnels on several occasions) must be provided by the bidder, if so required to complete the works including during the warrantee/guarantee-period. All the works shall be done as per norms and directions of the Engineer-in-charge (EIC).
- (xiv) Solvency Certificate for not less than 150 lacs (not before 12 months from the date of issue of this NIT) from a Nationalized Bank/scheduled Bank of India is to be submitted during submission of tender, failing which the bid will not be considered for acceptance.
- (xv) Month means full calendar month.
- (xvi) GA drawing/s of the proposed machine (entire and overall), and list of items/components with quantity should be submitted along with the technical bid.
- (xvii) After-sale servicing-repairing arrangement shall preferably at site, and (while out of the site) in and around Kolkata.
- (xviii) **The quantity mentioned anywhere in the tender documents, may vary (increase/decrease) and this will prevail** up to 180 calendar days emanating from the last date of submission (including extension, if any).
- (xix) **No type/extent of subletting/subcontracting will be allowed (even if mentioned otherwise elsewhere in the tender documents).**
- (xx) 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.).
- (xxi) 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.
- (xxii) **The rate/s to be quoted accordingly.**

2.3 Financial Proposal (PART-II)

The financial proposal shall contain the following documents:

Bill of quantities (BOQ): The bidder is to offer item-rate, including all sorts of taxes, duties, freight, insurance, loading-unloading, packing, forwarding etc., providing necessary and sufficient manpower and training to the working personnel, all sorts of consumables etc., i.e. all-inclusive and all complete and up to the satisfaction of the EIC (Engineer-in-charge), 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 Earnest Money Deposit:

In addition to the complete set of tender documents as mentioned here in before, the tenderer shall have to In addition to the complete set of tender documents, the tenderer shall have to deposit an amount as earnest money (as mentioned earlier) online. Please note that submission of tender without earnest money will be treated as non-responsive. Of course, balanced amount to determine @02% of the quoted/accepted amount is to be deposited as EMD within 7 working days from the date of informing for the same, failing which the bid may be

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(at KMDA's discretion) cancelled, EMD already deposited will be forfeited, and in addition necessary action will be taken as deemed fit by KMDA.

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. Security Deposit:

The successful tenderer shall have to provide for as security for the work an amount in terms of clause no.1 of the printed tender form.

An amount at the rate of 10% (including the EMD) (time to time Govt. norms will be in vogue in this respect) of the completed work and/ or supply-value will be retained during processing/releasing of the same and the amount thus recovered will be released only after successful/satisfactory completion of one calendar year counting from the date of satisfactory and successful completion of the entire work. This is inclusive of the security money (may be @02% of the contract amount) already deposited as earnest money with the Department. Any sorts of taxes, duties etc., as applicable in this Authority time to time, will also be deducted from the progressive running bills/final bill.

In case the total amount of the retainable security deposit is more than Rs 2.00 (two) lakh, then the contractor, at his own choice/ option, may apply to the department for allowing him to keep the amount of deductible security deposit exceeding Rs.2.00 (two) lakh in the form of Bank Guarantee from a scheduled/nationalized Bank in Kolkata valid for the entire guarantee period in the prescribed format of the department.

Failure on the part of the contractor (successful bidder) in depositing the differential amount/balanced amount excluding the initial EMD to make @2% of the accepted/contract amount within the specified period where so required in terms of above, shall constitute a breach of the obligations and shall render the offer/contract liable for termination with forfeiture of initial EMD that may be lying with KMDA mentioned above without any reference to the bidder.

5.0 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.

6.0 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

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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

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designed for a period of 3 years or more; Providing only mastic asphalt layer over existing bituminous surface without providing bituminous profile corrective course / bituminous base course, the Defect Liability Period of the work shall be **three years** from the actual date of completion of the work;

(iv) Construction of new building / new bridge / new culvert, Reconstruction of building / bridge / culvert including construction of approach roads for bridge / culvert, Construction of rigid pavement, Reconstruction of rigid pavement, Construction of new flexible pavement covered by mastic work which has been designed for a period of 5 years or more, Widening and strengthening of flexible pavement covered by mastic work which has been designed for a period of 5 years or more, Improvement of riding quality / Strengthening of flexible pavement covered by mastic work which has been designed for a period of 5 years or more, the Defect Liability Period of the work shall be **five years** from the actual date of completion of the work.

(2) The following paragraph shall be added to the **Interpretation Clause** of **CONDITIONS of CONTRACT**:-
“The word ‘Government’ means the Government of the State of West Bengal in Public Works Department.”

This bears concurrence of Group-T of Finance (Audit) Department vide their U.O. No.417 Dated 22.08.2017.

HOWEVER, IN THE INSTANT TENDER

- (i) **DEFECT LIABILITY/WARRANTEE/GURRANTEE PERIOD SHALL BE ONE CALENDER YEAR AFTER COMPLETION OF THE ENTIRE WORK SUCCESSFULLY & SATISFACTORILLY, AND**
- (ii) **“The word ‘Government’ means the Government of the State of West Bengal in Urban Development & Municipal Affairs Department.”**

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

Any sort of Tax, 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, 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.

8.0 Opening and evaluation of tender:

8.1 Opening of Technical Proposal:

- a) Technical proposals will be opened by the Superintending Engineer (E/M)-II, EM Sector, KMDA and / or his authorized representative electronically from the web site using their digital signature certificate.
- b) Intending tenderers may remain present if they so desire.
- c) Technical bids will be opened first. If there found any deficiency, the tender will summarily be rejected.

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

8.3 Opening and evaluation of financial proposal:

Financial proposal of bidders declared technically eligible by the tender accepting authority will be opened electronically from the web portal on prescribed date and time by the S.E. (E/M)-II, EM Sector, KMDA. All sorts of documents, papers etc as required in this tender shall have to be uploaded in the prescribed procedures and no document, paper etc (hard/soft copy) will be entertained once the date and time of submitting the technical bid 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

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(by the TIA) and, in this respect, failing which the tender will be liable to be summarily rejected. All documents must be proper and/or valid within the specified time period.

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

8.4 The rates quoted must be all inclusive and no extra payment will be made, whatever the case may be. The machines (here truck mounted suction cum jetting machine) to be supplied must be indigenously made and as per latest pollution norms of the Govts. for the machines. KMDA authority may examine the origine of the same 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 quoted by that tenderer.

9.0 Conditional and incomplete Tender:

Conditional and incomplete tenders are liable to be summarily rejected.

10.0 Withdrawal of tender:

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

11.0 Validity of the offer/ tender:

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

12.0 Rates inclusive of all charges, taxes etc:

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

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

All other charges like insurance charges, freight, 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.

13.0 Payment of wages and other regulatory benefits:

Any sort of expenses, risks, accidents, penalties, medical, costs etc as per Govt. norms in relation to the working personnel against this work shall be within the scope of the bidder 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.

14.0 Acceptance of Tender

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

II. During the entire process of the tender, 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.

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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/prevaling norms with forfeiture of Earnest Money forthwith.

15.0 Mobilization Advance

No mobilization advance will be provided by the authority.

16.0 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.

17.0 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.

18.0 Rate/s to be quoted accordingly.

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

No.: SE(E/M)-II/KMDA/Suction cum jetting/2024-25/32

Dt.:17/12/2024

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

1. The CE (S&D), KMDA
2. The CE(SWM), KMDA
3. The CE(GAP), KMDA
4. The CE, PM & C Sector, KMDA
5. The CE(E/M), KMDA
6. The Chief Engineer-in-Charge (E/M), E/M Sector, KMDA.
7. The Superintending Engineer- E/M-I/E/M-III/EC-I/EC-II/MC-I/MC-II, E/M Sector, KMDA
8. The Deputy Secretary (PR), KMDA- with a request to publish the tender notice in the leading dailies of national importance and in KMDA & GoWB web-sites as per prevailing norms based on the approved amount. The Copy of such approval by the competent authority, KMDA vis-a-vis CE(E/M), E/M Sector is enclosed. **This is the 1st call.**
9. The Executive Engineer (E/M)/JNNURM, E/M Sector, KMDA
10. The ACFA, E/M Sector, KMDA.
11. Notice Board.

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