



**KOLKATA METROPOLITAN DEVELOPMENT AUTHORITY  
OFFICE OF THE SUPERINTENDING ENGINEER ( FAWS )  
6<sup>th</sup> Floor, Unnayan Bhawan, Salt Lake, Kolkata – 700 091.**

**Memo. No. SE(FAWS)/3T-01/KMDA/W&S/158**

**Date: 28.11.23**

**ABRIDGED e-Tender NOTICE**

**Notice Inviting E-Tender No. SE (FAWS) /W&S/T-01 of 2023-24 of the SUPERINTENDING ENGINEER ( FAWS ), W&S, KMDA, 6th Floor, Unnayan Bhawan, Salt Lake, Kolkata – 700 091**

Notice inviting e-Tender are invited by the under signed for the following work in WBF 2911 in two Bid System viz. Part-I and Part-II by the SUPERINTENDING ENGINEER ( FAWS ), W&S,KMDA, 6th Floor, Unnayan Bhawan, Salt Lake, Kolkata-700 091 from reliable, experienced and resourceful Agencies who have successfully completed a single work with similar nature in any Govt. /Semi Govt. /Statutory or Local Bodies of proven ability having executed similar type of work under Govt./Semi Govt./Statutory or Local Bodies.

**List of Works:**

Sl. No	Name of Work	Amount put to Tender Rs	Earnest Money (Rs.)	Time of Completion	Location of Work	Eligibility of the Contractor to Participate in the Tender
1.	Design, Supply, Delivery, Construction, Commissioning and Completion of all the Civil & Electro-Mechanical Works including all allied, related and enabling Works for Augmentation & Strengthening of Urban Surface Water Supply Scheme of Barasat Municipality Piped Water Supply Scheme of all the Components all Complete including 3 months Trial Run & 60 Months Operation & Maintenance CWP Hsunder AMRUT 2.0.	168,24,09,000.00	10,00,000.00 (Rupees Ten Lakhs Only) to be deposited through Online Portal.  Balanced Amount of Rs 3,26,48,180.00 (Rupees Three Crore twenty six Lakhs forty eight thousand one hundred eighty)  To be deposited Through Valid Bank Guarantee (BG)	24 (Twenty Four) Months.	Within the Barasat Municipality	As per the Clause No.8

(Corrigendum/Addendums will be published on Website Only.

**Cost of Tender Paper:** NIL.

Last date of Bid Submission Online: 05.01.2024

For details & corrigendum if any, please keep visit : [www.wbtenders.gov.in](http://www.wbtenders.gov.in),

[www.kmda.wb.gov.in](http://www.kmda.wb.gov.in), 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 (FAWS)  
W&S Sector, KMDA**

**Memo.No. SE(FAWS)/3T-01/KMDA/W&S/158**

**Date: 28.11.23**

**Copy forwarded to :**

- i) The Chief Executive Officer , KMDA
- ii) The Chairman Barasat Municipality
- iii) The D.G. ( W&S) Sector , KMDA
- iv) The Chief Engineer, W&S Sector, KMDA
- v) The Deputy Secretary (PR Cell ), KMDA, Unnayan Bhavan, Salt Lake, Kolkata- 700091 with a request to publish in the website and newspaper.
- vi) The Director of Finance, KMDA
- vii) The Executive Engineer, Kolkata Division , (W&S) Sector , KMDA
- viii) Notice board.

  
**Superintending Engineer (FAWS)  
W&S Sector, KMDA**



**KOLKATA METROPOLITAN DEVELOPMENT AUTHORITY  
OFFICE OF THE SUPERINTENDING ENGINEER ( FAWS )  
6<sup>th</sup> Floor, Unnayan Bhawan , Salt Lake, Kolkata – 700 091.**

**Memo. No. SE(FAWS)/3T-01/KMDA/W&S/158**

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**Detailed e-Tender NOTICE**

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1. For Tender Notice & corrigendum if any, please keep visit : [www.wbtenders.gov.in](http://www.wbtenders.gov.in),

[www.kmda.wb.gov.in](http://www.kmda.wb.gov.in), 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.

2. In the event of e-Filing intending bidder may download the Tender Document from the Website [www.wbtenders.gov.in](http://www.wbtenders.gov.in) indirectly by the help of Digital Signature Certificate.
3. Technical & Financial Bid is to be Submitted Concurrently duly digitally signed at desired documents on the Website [www.wbtenders.gov.in](http://www.wbtenders.gov.in). Submission of the Technical Bid/Financial Bid is to follow the Stipulated date and Time Schedule ( Clause No.)
4. The documents Submitted by the Bidders should be properly indexed & notarized/self-Attested with Seal.
5. The Joint Ventures will be allowed as per the Clause has been given Below :

#### Eligibility Criteria for Joint Venture/Consortium

i) Partnership firm / consortium should submit necessary deed in hard copy along with Part – I of the Tender Document regarding joint venture / consortium.

ii) One of the partners of any Joint ventures / consortium has to be designated as lead Partner and the same will be mentioned in MoA / MoU.

iii) Bid from Joint Ventures / Consortium shall be accompanied by a copy of MoA / MoU on a stamp paper of Rs.100.00 outlining the joint interest to work on the project and specifying the other terms of agreement.

iv) The lead partner must hold 51% equity capital of the company to be formed between them during the tenure of contract implementation.

v) The successful Joint ventures/ Consortium will have to form a special purpose vehicle (S.P.V) and register the same under the Indian Company's act.

vi) The lead partner must have credential in execution of 50% of the qualifying value of work under present tender in a single contract under any Govt./semi-Govt. organization /Autonomous body as principal employer within last 5 (Five) years.

vii) Each of the other partners shall meet individually not less than 25% of qualifying criteria mentioned above under any Govt./semi-Govt. organization /Autonomous body as principal employer within last 5 (Five) years. However the lead partner along with other partner/ partners should Jointly meet at least 100% of the qualifying criteria.

viii) The lead partner shall have to apply for tender on behalf of Joint Ventures/consortium along with MoA/ MoU.

ix) In case of any litigation or in the event of any default arises during the execution /contract period of the agreement, the lead partner will remain fully responsible.

x) The successful Joint Ventures / consortium will have to submit GST Registration. Pan card, Trade license immediately after issuance of LOI.

**6. Location of Works : As Mentioned above in the List of Works.**

**7. Time of Completion : As Mentioned above in the List of Works**

**8. Eligibility for participating in the tender:** Resourceful Bona-fide Contractors/Firms working in State or Central Government Department/ Semi Government Department / State or Central Govt. undertaking/Statutory Bodies constituted under the Statute of Central or State Govt. fulfilling the following eligibility criteria:

i) Intending tenderers should produce credentials of a single work of similar nature of minimum value of 40% of the estimated amount put to Tender during last 5 (five) financial years prior to the date of issue of the tender notice; or,

ii) Intending tenderers should produce credentials of 2 (two) works of similar nature each of minimum value of 30% of the estimated amount put to the Tender during last 5 (five) financial years prior to the date of issue of the tender notice; or,

iii) 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 desire value at (i) above.

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 executing agency, i.e. the tenderer.

**Similar nature of works also include:**

**(A) For Construction of UGRand OHR(including Dismantling and Renovation of existing OHRs) :** Credential for construction of High Rise building, CWR, Construction/Repairing/Renovation of OHR etc. and Construction of RCC Bridge/RCC box drain/Construction of sewage/drainage pumping stations and value of which is not less than the desired value at (i), (ii), and (iii) above.

**and**

**( B ) For Laying of Pipeline (including Jack Pushing Work):** Construction of underground Sewerage system etc., plumbing work in High Rise building value of which is not less than the desired value at (i), (ii) and (iii) above.

- a) Intending tenderer must produce completion certificate of physically completed work(s) as per above eligibility criteria within the qualifying period i.e. during last 5(five) financial years and current financial years as on the date of application. In case of Composite/ Package work, completion certificate should clearly indicate item wise actual amount involved (Completion certificate for composite/package work without mentioning item wise actual amount involved for execution of the item will not be entertained. Copy of completion certificate, work order and schedule of work to be uploaded).

Payment certificate will not be treated as credential. Credential Certificate issued by the Executive Engineer or Equivalent or Competent Authority of State/ Central Government, State/ Central Government undertaking, Statutory/ Autonomous bodies constituted under the Central/ State Statute, on the execute value of completed/ running work will be taken as credential.

Completion Certificate produced as credential should clearly indicate the description of work, value of contract, executed work value, date of work order, actual date of completion etc. and name, address and telephone number of the client.

- b) Annual average turn-over (minimum) during last 3 (three) consecutive audited financial years supported by Form 3CD should be as per the following table.

Sl No.	Estimated Amount Put to Tender	Average Annual Turn Over During last 3 (three) consecutive audited financial years supported by Form 3CD
1	Up to Rs. 10.00 Cr.	75% of the Estimated Amount Put to Tender
2	Above Rs. 10.00 Cr Up to Rs. 25 Cr.	65% of the Estimated Amount Put to Tender Subject to minimum Rs. 7.5 Cr.
3	Above Rs. 25.00 Cr.	50% of the Estimated Amount Put to Tender Subject to minimum Rs. 16.5 Cr.

Valid Professional tax Receipt Challan of the financial Year 2022-23, Valid Pan Card issued by the IT Department Govt. of India, Valid 15- digit Goods and Services Taxpayer Identification Numbers (GSTIN) under GST Act 2017 as per notification No: - 4374 - F(Y) dated 13-07-2017 and Clearance Certificate, Income Tax, Acknowledgement Receipt for the assessment year 2020-21, 2021-22 and 2022-23 , Valid trade License should be submitted , Audited Balance Sheet for Last Three Financial Year 2020-21, 21-22 and 22-23. And P.F, & E.S.I Registration Certificate and supervisory license (all parts) etc.

- c) The joint venture are allowed as per the Clause mentioned in earlier Clause.
- d) The partnership firm shall furnish the registered partnership deed and the company shall furnish the Article of Association and Memorandum.
- e) Validity certificated from the authority concerned for Engineers' Co-Op. / Labour Co-Op. Societies must be enclosed.
- f) Permission shall not be issued against any application sent by post. Intending tenderer or his representative must produce credentials as per the notice to the authority inviting tender.
- g) Permission for submitting tender papers, will be given to the registered Engineers' Co-Op. / Labour Co.Op Societies only on production of (i) Valid Registration Certificate (ii) Valid By-Laws (iii) Last financial year's audit report (iv) Copy of minutes of last AGM.
- h) The intending bidder must have valid electrical license and electrical supervisory license certificate.

The intending tenderer will have to submit authentic documents in support of acclaimed credential for all the above work(s) from serial (a) to (i) as indicated against all items. The experience and timely completion certificate of work is to be issued by an officer not below the rank of the Executive Engineer or Equivalent concerned of State/ Central Government, State/ Central Government undertaking, Statutory/ Autonomous bodies constitute under the Central/ State Statute. All documents attached shall be stamped and signed by a Notary or self-attested with seal. Original certificate/ order copies/ other document as required shall have to be produced on demand during evaluation.

**The application of the intending tender who is already working in KMDA / MED Department and whose performance, is found unsatisfactory and/or clause – 2 or 3 of tender agreement has been imposed upon him, will not be entertained.**

- 9. The intending tenderer(s) fulfilling the above requirements should bid for the work included in the Bid notice with all related evidentiary documents. The tender inviting authority reserves the rights to accept or reject their offered bid as deemed necessary to finalize the tenders satisfactorily without assigning any reason whatsoever.
- 10. Selection of eligible agencies will be made strictly on the basis of scrutiny and evaluation of the particulars as to be furnished at the time of bidding. Decision of the tender inviting authority in this regard shall be final & binding.

11. The tendering process will follow e-tendering methodology and all rules and regulation pertaining to the tender will be binding to the tenderers.

## **12. Earnest Money :**

(a) A bidder desirous for taking part in the tender shall login to the procurement portal of Govt. of West Bengal <https://wbtenders.gov.in> using his login ID and password and thereafter may download the tender document from the website directly with the help of digital signature certificate . As per memo no: 5696-F(Y) Dated 01.10.2019 of the Additional Chief Secretary, Govt. of West Bengal , Audit branch , Finance Department a bidder should initiate a payment of EMD for the tender by selecting from either of the following payment modes.

- i. Net banking (any of the banks listed in the ICICI bank payment gateway) in case of payment through ICICI Bank Payment Gateway.

Earnest Money @2% as mentioned against each Sl. No. of work is to be deposited by the Bidder.

The Earnest Money of Rs 10,00,000.00 (Rupees Ten Lakhs Only) to be deposited through Online Portal. Balanced Amount of Rs 3,26,48,180.00 (Rupees Three Crore twenty six Lakhs forty eight thousand one hundred eighty) To be deposited Through Valid Bank Guarantee (BG).The Bank Guarantee for Bid security shall remain valid up to 180 days from the closing date of bid submission. The Earnest Money (EMD) including Bank Guarantee (BG) of the Unsuccessful Tenderer will be returned after award of the contract to the Successful Tenderer as per rule. And the Earnest Money (EMD) including Bank Guarantee (BG) of the Successful Tenderer will be converted to Security Deposit and kept with this Authority and should valid beyond the 03 (Three) months of the Completion of Defect Liability period of 05 (Five) years.

Soft Copy of Earnest Money of Rs 10,00,000.00 (Rupees Ten Lakhs Only) shall be uploaded through Online Mode and Hard copy of valid Bank guarantee for Bid Security shall be submitted to the offline of the Tender inviting Authority physically at 1:30 p.m on the date of opening of Technical Bid.

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

Exemption of EMD is applicable as per supporting documents in support of the claim.

**Note : “ While issuing Bank Guarantees (BGs) in favour of KMDA, the issuing applicants must mention receiver’s details as ICICI Bank, IFSC : ICIC0006950, Branch Salt lake, Sec-I, in the BG text at which SFMS IFIN760 message to be sent by the issuing bank to establish the authenticity of BG “**

(b) Deposited Earnest money as mentioned in Clause no. 12, page no. B-5 will be refunded to the unsuccessful Bidder(s) without any interest after successful execution of the agreement with the successful bidder.

(c) Balance security Deposit @ 8% (one percent) will be deducted from each progressive bill. The entire amount of such 10 % (ten percent) will be deducted from each progressive bill. The entire amount of such 10 % (ten percent) of security deposit (Initial 2% + additional 8 %) will be refunded without any interest as per clause of the tender,

(d) Retention Money: An amount @5% of the bill value of pipelines, UGR and OHR will be deducted in addition to other deductions from each progressive bill and will be retained as special security deposit if hydraulic testing of pipelines, UGR, and OHR is not done, The retention money will be released after successful completion of hydraulic testing of pipelines, CWR, and OHR .

(e) Additional Performance Security: Additional performance Security @ 10% of the Tendered amount in the form of Bank Guarantee shall be submitted by the successful bidder if the accepted bid is 80% or less of the estimate put to tender in term of G.O No. 4608 -F(Y) dt. 18.07.2018 of Finance Department Govt. of West Bengal.

13. Time of completion of Work: As mentioned in the "List of Work"

No time extension will be allowed without satisfactory and proper reason. If the Agency falls to complete the job within the stipulated period, he may be barred from participating in any further tender within the jurisdiction of KMA under KMDA for a period of 2(Two) years.

14. The tendering operation will follow e-tending process and all rules and regulations pertaining to the tender will be binding to the tenderers.

15. The Payment the work will be made as per the provision in this regard in the agreement form(WBF 2911). The work is to be executed by the agency as per direction with the Engineer-in-Charge.

16. Security Deposit Money will be refunded without any interest after expiry of defect liability period as per relevant clause of WBF 2911.

17. Defect Liability Period:

a) For original work (including operation & maintenance of CWPHs) : 5 years from the date of actual completion, trial run and commissioning of all works .

b) For this work with 05 (Five) years Defect Liability Period:

The Security Deposit shall be Refunded to the Contractor on Prorata Basis @ 30% after the end of 04 (Four) years successful completion of Defect Liability Periods. And rest of 70 % of the Security Deposit will be refunded after successful completion of 05 (Five) years defect liability period as per PWD Memo no. 5784-PW/L&A/2M-175/2017 dated 12.09.23

c).Defect Liability :

i).The contract will have the Defect liability for a period of 5 (Five) Years from the date of successful completion of the work, trial run and commissioning of all works.

ii) Prospective Bidder shall have to execute the work in such manner so that appropriate service level of the work under improvement is to be maintained during progress of the work and during Defect Liability Period from the date of successful completion of the work up to the entire satisfaction of the Engineer in Charge. If any defect / damage is detected during this period as mentioned above the contractor shall make the same good at his own expense to the satisfaction of the of the Engineer in Charge or in default the Engineer in Charge may cause the same to be made good by other agency and deduct the cost (of which the certificate of the Engineer in Charge shall be final) from his security deposit or any sums that may be then, or at any time thereafter become due to the contractor. Security Deposit shall become payable only after expiry of the Defect Liability Period on prorata basis (mentioned above) after making necessary deduction if applicable.

18. Contractors should quote rates in Financial Bids both in words and figures on percentage Less /Above/ At par over the estimated rates and cost of the schedule work all inclusive of taxes and charges whatsoever as applicable & applicable & payable as per Govt. rules in Vogue. For any numerical mistakes, the rate quoted in words shall be final.

19. Before bidding, the Bidder(s) may visit the site to satisfy themselves about the local condition & other matters at their own cost. No claim whatsoever on the ground of insufficient knowledge about the work site or local condition will be entertained at a later date and no claim in future will be entertained.

20.The rates quoted in the tender shall remain valid for 180 (one hundred and eighty) days from the date of submission of bid/ tender for acceptance.

21. Signatory, who will sign on tender document on behalf of a company or firm must produce registered document in respect of their competence to do so , failing which the tender will not be considered.

22. Income Tax, GST, Labour welfare CESS etc, as admissible will be deducted from the progressive bill ls as per Govt. order in vogue .GST will be deducted and deposited as TDS on GST as per Government order and policy from time to time.

23. The Contractor whose tender will be accepted shall make the formal agreement within seven(7) days from the date of issue of intimation to that effect by this office on payment of usual charges to the Office of the Superintending Engineer, FAWS, W&S Sector , KMDA and submit the same duly signed by him/them to the office of the Office of the Superintending Engineer, FAWS, W&S Sector , KMDA. If the contractor fails to perform the formalities within the specified period, the tender will be liable to be cancelled and earnest money will be forfeited.

24. The acceptance of the tender will rest with the accepting authority who does not bind himself to accept the lowest or any other tender and reserves the right to reject in part or in full of all tenders received or to split up the work in different groups without assigning any reason thereof.

25. If any Bidder withdraws his tender before its acceptance or refuses to work within a reasonable time without assigning an satisfactory explanations for such act, he shall be disqualified to participate and other tenders for a period of one (1) year or more. The earnest money deposited will also be forfeited.

26. The successful Bidder will remain liable for following the West Bengal Contract labour(Regulation & Abolition) Rules in force and necessary certificated from appropriate authority to be submitted within (7) days from the date of work order failing which the work order is liable to be cancelled.

27. Contractor will not be entitled for any compensation for rejection of his tender.

28. Contractor will not be entitled for any compensation for any price escalation in labour or materials or other items whatsoever.

29. Completion certificate produced as credential should clearly indicate the description of works, value of contract executed work value, date of award, actual date of completion etc, and name, address, telephone no, of the client.

30. Conditional tender will not be accepted under any circumstances and shall be deemed as “informal”

31. Contractor should furnish self-declaration of history of arbitration /litigation/ suspension/ barring/ blacklisting/ banning and/ or ongoing enquiry against any work of the firm under any Govt. department/Semi Govt. Department/ Statutory Body of Central / State Govt. in the form of affidavit duly certified by 1st class Judicial Magistrate/ Notary. The applicant must finish a registered / notarised self-declaration in non-judicial stamp paper stating that he is under any suspension, ban or debarment to participate in the bidding process under Govt. of west Bengal and has not suppressed any fact.

32. 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.

a) 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.

b) 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.

c) 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.

33. Name and address of the:

a) Tender Inviting Authority:

SUPERINTENDING ENGINEER ( FAWS ), W&S, KMDA ,  
6<sup>th</sup> Floor, Unnayan Bhawan , Salt Lake, Kolkata – 700 091

a) Executing Division/  
Engineer-in-Charge

Executive Engineer  
Kolkata Division.

W&S Sector , KMDA

34. In case of sudden closure of office due to reasons beyond the control and understanding, the last date and time as indicated may be extended up to next working date and time without issuance of further separate notice.

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

36. For detailed information & clarification, the intending applicants shall have to contact the office of the SUPERINTENDING ENGINEER ( FAWS ), W&S, KMDA , 6<sup>th</sup> Floor, Unnayan Bhawan , Salt Lake, Kolkata – 700 091 on any working day during office hours and the application is to be submitted not later than 48 hours prior to closing in any respect will be liable for rejection.

37. Tender, which does not fulfil the condition specified in the tender documents or do not fulfil the requirement of the tender in any respect will be liable for rejection.

38.The tender inviting authority reserves the right to deny or accept or reject any or all the applications and to annul the tendering process at any point of time without any obligation & assigning any reasons what-so-ever.

39. **NOTE :** The bidders have no adverse report on any account against their organization for execution of any project work during last 5(Five) years or working at present.

40. **(A) Date and Time Schedule :-**

<b>Sl. No.</b>	<b>Particulars</b>	<b>Date and Time</b>	
a)	Date of publishing of N.I.T	08.12.2023	
b)	Date of uploading of Tender Documents (online)	11.12.2023 (Evening 05.00 PM)	
c)	Documents download/sell start date (Online)	11.12.2023 (Evening 05.30 PM)	
d)	Bid submission start date (Online)	11.12.2023 (Evening 06.30 PM)	
e)	Date of Pre Bid Meeting with the intending tenderers In the office of the Chief Engineer, (W&S Sector ), KMDA , Unnayan Bhavan, Kolkata- 700 091	20.12.2023 at 2:30 P.M	
f)	Date of uploading of Pre Bid Query response	27.12.2023 at 4:30 P.M	
g)	Documents Download/Sell End date (on line)	05.01.2024 at 4:30 P.M	
h)	Bid Submission closing date (On line)	05.01.2024 at 6:30 P.M	
i)	Bid opening date for Technical Proposals (Online)	09.01.2024 at 4:30 P.M	
j)	Date of uploading list for Technically Qualified Tenderers (online)	To be notified later	
k)	Date and Place for opening of Financial Proposal (Online)	To be notified during uploading of Technical Evaluation Sheet of Tenderers	

**(B). Site inspection & general information**

Intending Bidders are required to inspect the site of the Project with particular reference to location and infrastructure facilities. They are to make a careful study with regard to availability of materials and their sources and all relevant factors as might affect their rates and prices. They are also acquainted with relevant IS specifications, CPHEEO manuals, Clauses & Sub Clauses of the Bid documents and to have fully acquainted with all details of work front, communications, underground utility services, seasonal weather and its variation, labours, water supply, existing & proposed site levels, position and diversion of transportation and barricading , if required, electricity and any other general information including topological condition & existing level and level

pertaining to and needed for the work to be completed in time properly.

**(C). Tender documents**

A full set of tender documents consists of 2 Parts.

These are;

- I) **Part I** containing all documents in relation to the name of the firm applied for and credentials possessed by them along with all documents as depicted in Sl. No. **3**

**AND**

Section A: Description of the Project.

Section B: NIT/Conditions & requirements for Tendering.

Section C: General conditions of the Contract.

Section D: Special provisions.

Section E: Special Terms and Conditions of The Contract.

Section F: Detailed Specification For Fabrication of Steel Pipes and Specials and Other Allied Works.

Section G: Detailed Specification for Laying, Jointing and Testing of Steel Pipes & Specials.

Section H: List of Special terms & Conditions of Contract.

**Annexures A :**

- i. Tender Drawings.
- ii. Vendor List.
- iii. List of drawings etc. to be furnished by the successful Bidder

**Annexures B :**

- i. Bank Solvency Format
- ii. Performance Guarantee Format
- iii. KMDA Form-I
- iv. Undertaking for Non-Deviation Format.
- v. Format IV

II) **Part II** - Schedule of Price & BOQ

- (D). Validity of Bid** A Bid submitted shall remain valid for a period of 180 calendar days from the date set for opening of Bids. Any extension of this validity period if required will be subject to concurrence of the Bidders.
- (E). Withdrawal of Bid** 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.
- (F). Acceptance of Tender** Lowest valid rate should normally be accepted. However, the tender accepting authority does not bind him to accept otherwise the lowest Bid and reserves the right to reject any or all of the Bids received without assigning any reason thereof.
- (G). 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 office of the Superintending Engineer (FAWS), W&S Sector, KMDA and fulfill all his obligations as required by the Contract.
- After the Bid is provisionally accepted, the Bidder shall submit detail Design, Drawing and working specifications phase wise based on existing site condition & proposed levels at site. If it is found technically correct and acceptable with proper examination by the concerned authority of KMDA, provisional approval of the submitted drawings will be accorded phase wise for execution.
- Eventually, all the parts, Design, Drawings etc. of the successful Bidder shall be taken as a part of the agreement.
- (H) Escalation of Cost** There will be no escalation in cost for materials or labour and the contract price mentioned in the contract stands valid till

completion of the O&M of the contract.

- (I) **Execution of Work** The Contractor is liable to execute the whole work as per direction and instruction of the Engineer-in-Charge of the work after due approval of “The Superintending Engineer (FAWS), W&S Sector, KMDA”
- (J) **Payment** The payment of RA as well as final bill for any work will be made as per the work done.
- (K) **Influence** Any attempt to exercise undue influence in the matter of acceptance of Bid is strictly prohibited and any Bidder who resorts to this will render his Bid liable to rejection.

**41 . Following clauses are to be adhering to by the concerned Bidder during the process of Bidding.**

- (A) Persons having authenticated and having registered Power of Attorney may be considered lawfully becoming to be acting on and for behalf of the Bidder.
- (B) Sufficient care has been taken to avoid variance in between the contents of the listed documents in the Bid documents. However, if there is any variance between the contents of different documents, the provision of documents appearing earlier in the list shall prevail over the same provided in the contents coming later.
- (C) **Imposition of any GST/duty/tax/rule etc. owing to change /application in legislations/enactment shall be considered as a part of the contract and to be adhering to by the Bidder/Contractor strictly.**
- (D) In case of any dispute arising from any clauses of similar nature between bid documents and KMDA tender form, the decision of Superintending Engineer,(FAWS) will be final and binding.
- (E) All usual deductions for taxes i.e. GST,PF, IT, and Labour welfare Cess etc. as applicable will be made from the bills from time to time (please refer Cl.57 of section C)
- (F) No conditional/ incomplete Bid shall be entertained.
- (G) **a. Earnest Money, etc. will be deposited as mentioned in Clause no.12, Page no.6 in favour of the Kolkata Metropolitan Development Authority against the Respective Tender Number.**

**b.**

In case, 2% of the quoted rate is higher than the Earnest Money ( as mentioned above), then the balance amount which is higher than the Earnest Money of the Tender, will have to be submitted at the time of receiving LOI. If EMD ( in the form of BG)submitted online is higher than 2% of quoted value then the difference will be adjusted with the Security Deposit.

Technical Bid & Financial Bid both will be submitted concurrently duly digitally signed in the Website [www.wbtenders.gov.in](http://www.wbtenders.gov.in) Tender document may be downloaded from website & submission of Technical Bid/Financial Bid as per Tender Schedule.

(H)

The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the site of works and its Surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the work as mentioned in the Notice inviting Tender, the cost of visiting the site shall be at the Bidder's own expense. Traffic management and execution shall be the responsibility of the Agency at his/her/their risk and cost.

(I) Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in 'Instructions to Bidders' before bidding.

(J) During scrutiny, if it is come to the notice to tender inviting authority that the credential or any other papers found incorrect/manufactured/fabricated, that tenderer will not be allowed to participate in the tender and that application will be out rightly rejected without any prejudice.

(K) Before issuance of the work order, the tender inviting authority may verify the credential & other documents with the original of the lowest bidder if found necessary. **After verification, if it is found that such documents submitted by the lowest bidder is either manufactured or false, in that case, L.O.A. / work order will not be issued in favour of the bidder under any circumstances.**

(L) The various documents comprising the full set of tender documents are complementary to one another and are to be taken as parts of a complete whole and mutually explanatory. These are subject to the provisions of Clause 5 (2) of the General Conditions of Contract and to the following condition.

a) If the stipulations in the various tender documents be found to be at variance in any respect, one will override others, only to the extent as those are at variance, in the order of precedence as given in the list below :

- I) Part I
- i) Descriptions of the work – (Vide Section-A)
- ii) NIT/Conditions & requirements for Tendering - (Vide Section-B)

- iii) General conditions of the Contract - (Vide Section-C)
- iv) Special provisions - (Vide Section-D)
- v) Special Terms and Conditions of The Contract - (Vide Section-E)
- vi) Detailed Specification For Fabrication of Steel Pipes and Specials and Other Allied Works - (Vide Section-F)
  
- vii) Detailed Specification for Laying, Jointing and Testing of Steel Pipes & Specials - (Vide Section-G)
  
- viii) List of Special terms & Conditions of Contract - (Vide Section-H)

**Annexures A :**

- i. Tender Drawings.
- ii. Vendor List.
- iii. List of drawings etc. to be furnished by the successful Bidder

**Annexures B :**

- i. Bank Solvency Format
- ii. Performance Guarantee Format
- iii. KMDA Form-I
- iv. Undertaking for Non-Deviation Format.
- v. Format IV

II. Part II-Schedule of Price & BOQ

(M) Contractor shall have to comply with the provisions of (a) the contract labour (Regulation Abolition) Act. 1970(b) Apprentice Act. 1961 and (c) minimum wages Act. 1948 of the notification thereof or any other laws relating thereto and the rules made and order issued there under from time to time.

(N) **Where an individual person holds a digital certificate in his own name duly issued to him against the company or the firm of which he happens to be a director or partner, such individual person shall, while uploading any tender for and on behalf of such company or firm, invariably upload a copy of registered power of attorney showing clear authorization in his favour, by the rest of the directors of such company or the partners of such firm, to upload such tender. The power of attorney shall have to be registered in accordance with the provisions of the Registration Act, 1908.**

42. In case of Ascertaining Authority at any stage of tender process or execution of work necessary registered irrevocable power of attorney is to be produced.

43. During scrutiny, if it comes to the notice to tender inviting authority that the credential or any other papers found incorrect/ manufactured/fabricated/ the tenderer will not be allowed to participate in the tender and that application will be rejected outright without any prejudice.

44. Bank Solvency Certificate from any Scheduled Bank not older than six months

from the date of e-NIT should be minimum of 10% of Estimated Cost put to tender of each tender work.

45. The L1 will have to submit the hard copy of the tender documents, duly downloaded with the signature of the authorized signatory in all pages along with Letter of /acceptance(AOC) for formal agreement.

46. Before issuance of the Acceptance / Work Order, the tender inviting authority may verify the credential & other documents of the lowest bidder if found necessary . After verification if it is found that such documents submitted by the lowest tenderer is either manufactured or false in that case, work order will not be issued in favour of the lowest bidder under any circumstances.

47. Penalty for suppression/ distortion of facts:

If any bidder fails to produce the original hard copies of the documents or any other documents on demand of the Tender Inviting Authority within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression, the bidder will be suspended from participating in the tenders on e-Tender platform. In addition, his User Id will be deactivated, and Earnest Money Deposit will stand forfeited. Besides, the UD&MA Directorate may take appropriate legal action against such defaulting bidder.

48. If any discrepancy arises between two similar clauses on different notifications the clause as stated in later notifications will supersede former one in following sequence;

- i) West Bengal Form No. 2911 in Connection with the Finance Dept, Govt of West Bengal File no.306246MSMET-24012/12/2020-SMU(SECTION)(MSMET)-Dept regarding the Earnest Money Deposit (EMD)
- ii) NIEt
- iii) Special terms & conditions
- iv) Technical bid
- v) Financial bid

49. Canvassing/other means to influence the individual in the tendering process may lead to disqualification of bidder participating in the tender.

50. Any legal matter will be settled within the jurisdiction of Kolkata High Court.

51. The FINACIAL OFFER of the prospective tenders will be considered only if the THECHNICAL BIDS of the tenderers are found qualify "Tender Evaluation Committee" will be final and absolute in this respect. The list of Qualified Bidders will be displayed on the website.

52. After execution of deed of agreement between the Superintending Engineer(FAWS), W&S Sector , KMDA, Unnayan Bhavan , Kolkata – 700091 And the L1 bidder , formal work order will be issued by the Executive Engineer, Kolkata Division, W&S Sector , KMDA.

Superintending Engineer(FAWS)  
W&S Sector , KMDA  
Unnayan Bhavan , Kolkata – 700091

## **INSTRUCTION TO TENDERERS/BIDDERS**

### **1. General guidance for e-tendering**

Instructions/ Guidelines for tenderers for electronic submission of the tenders have been annexed for assisting them to participate in e-tendering.

### **2. Registration of Tenderer**

Any tenderer willing to take part in the process of e-tendering will have to be enrolled and registered with the Government e-procurement system, through logging on to **www.wbtenders.gov.in**. The tenderer is to click on the link for e-tendering site as given on the web portal.

### **3. Submission of Tenders.**

#### 3.1 General process of submission

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

#### 3.2 Technical Proposal

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

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

- i. Application for Tender (Vide Form-1) (to be submitted in 'Forms' folder)
- ii. Tender Form No. I (to be submitted in 'Form No 1' folder)
- iii. Notice Inviting Tender (NIT) (to be submitted in 'NIT' folder)
- iv. Earnest Money Deposit (EMD) (as mentioned in Clause no.12, Page no.B-6)– Scanned copy of remittance details of Bank instruments towards EMD as prescribed in the NIT, in favour of **“Kolkata Metropolitan Development Authority” against the respective Tender Number** (to be submitted in 'EMD' folder) should be uploaded with the statutory cover.

v. Drawings if any (to be submitted in 'Drawings' folder)

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

**B. My Document (Non-Statutory Cover) containing**

i. **Certificates:**

- 1) Professional Tax (PT), submission Challan and PAN Card details. Application for such addressed to the competent authority may also be considered.
- 2) GST registration certificate. (Non production of the document will result in GST deduction as per prevailing rules).
- 3) **Bank Solvency Certificate from any Scheduled Bank not older than six months from the date of e-NIT should be minimum of 10% of Estimated Cost put to tender of each tender work.**

ii. **Company Details:**

Joint Ventures are allowed as per the Clause mentioned earlier. **All credentials shall solely be in the name of applicant firm.**

1. Trade License for Applicant Firms.
2. Memorandum of Articles for Limited Companies

iii. **Credential:**

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

iv. **Balance Sheet:**

**Audited Balance Sheets of last three financial years with auditor's certificate regarding annual turnover from contracting business in each year.**

v. **Addenda / Corrigendums: 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.

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

Sl. No	Category Name	Detail(s)
1.	Statutory Documents	<ol style="list-style-type: none"> <li>1. <u>Application for Tender</u> (Vide Form-1).</li> <li>2. <u>Tender Form No. I.</u></li> <li>3. <u>Earnest Money Deposit (EMD)</u>(as mentioned in Clause no.12, Page no.B-5.</li> <li>4. <u>Drawings if any</u></li> </ol>
2.	Non-Statutory Documents	<ol style="list-style-type: none"> <li>1. Professional Tax (PT), submission Challan</li> <li>2. Power of Attorney.</li> <li>3. PAN Card details</li> <li>4. Bank Solvency Certificate from any Scheduled Bank</li> <li>5. Company Details               <ol style="list-style-type: none"> <li>a. Joint Ventures details</li> <li>b. Valid Trade License</li> <li>c. Memorandum of Articles for Limited Companies</li> </ol> </li> <li>7.Requisite Credential Certificate</li> <li>8.Audited Balance Sheets of last three financial years with auditor's certificate regarding annual turnover from contracting business in each year 20-21,21-22 and 22-23.</li> <li>9.P.F, &amp; E.S.I Registration Certificate</li> <li>10.supervisory license (all parts) etc.</li> <li>11.Valid GST Registration Certificate (GSTIN)</li> <li>12.Declaration of affidavit.</li> <li>13. Electrical Contractor &amp; Supervisory Licence in the relevant category</li> </ol>
3.	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.**

**vi. Others: Any other documents found necessary**

***Note: Failure of submission of any one of the above mentioned documents will render the tender liable to rejection.***

vii. The bidder should not have record of poor performance or they should not have been blacklisted by any employer during the last 7 (seven) years prior to the date of the NIT. Such abandonment or punishment will be considered as disqualification towards eligibility. A declaration in this respect through affidavit has to be furnished by the prospective bidders as per Format IV **without which the Technical Bid shall be**

**treated as non responsive.** The scanned copy of the affidavit should be uploaded with the non statutory cover and the hard copy should **preferably be submitted** along with the non statutory documents.

**3.2.1 Financial Proposal** The financial proposal should contain the following documents in one cover (folder).

- (i) Bill of Quantities (BOQ): The contractor is to quote the rate 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*).

#### **4. Submission of original copies of documents of Earnest Money Deposit**

##### **Mode of Payment:**

- a. Earnest Money will be deposited by the bidder as mentioned in Clause no.12, Page no. B-6, in favour of the **Kolkata Metropolitan Development Authority against the respective Tender Number**. Intending Bidder will get the Beneficiary details from e-tender portal with the help of Digital Signature Certificate
- b. **Time of submission:** The scanned copies of remittance details towards EMD should be uploaded electronically latest by last submission date of tender.

##### **5. Completion Certificate:**

- i. Completion Certificate for fully completed works during last 5(five) financial years will only be accepted.
- ii. Completion Certificate of work executed in KMW&SA, KMDA will be considered. Completion Certificate of works executed in other Departments of State Government or organizations, like Public Works & Public Works (Roads) Department, Irrigation & Waterways Department, Public Health Engineering Department, Sundarban Affairs Department and various other State Government Departments, Zilla Parishads, West Bengal Housing Infrastructure Development Corporation Limited (WBHIDCO), West Bengal State Electricity Distribution Company Limited (WBSEDCL), Kolkata Metropolitan Development Authority (KMDA), Kolkata Metropolitan Water Sanitation Authority (KMDA), Kolkata Municipal Corporation (KMC), Other Municipalities, Hooghly River Bridge Commissioner (HRBC), Engineering Departments of Central Government and Organisations like Farakka Barrage Project (FBP) Authority, Railways, Kolkata Port Trust (KoPT), Such Completion Certificates are to be issued by an officer not below the rank of Executive Engineer / Divisional Engineer / District Engineer / Project Manager of the other State / Central Government Departments / Organisations.

5.1 Eligibility Criteria: **As mentioned earlier in this chapter vide clause no: 8 in page B2.**

5.2 Penalty for suppression / distortion of facts:

If any tenderer fails to produce the original hard copies of the documents (especially Completion Certificates and audited balance sheets), or any other documents on demand of the Tender Evaluation Committee within a specified time frame or if any deviation in the hard copies from the uploaded soft copies or if there is any suppression, the Tender Evaluation Committee upon suggesting suitable punitive measures will bring the matter to the notice of the Chief Engineer concerned immediately and the tenderer may be suspended from participating in the tenders on e-Tender platform of any division or circle of KMDA as per approval of the concerned Chief Engineer for a maximum period 3 (three) years. In addition, his Earnest Money Deposit will stand forfeited to KMDA. The Chief Engineer

concerned will issue the necessary orders under intimation to the other Chief Engineers, e-Tendering Cell and also the Department, copy of such order should also invariably to be communicated to the Nodal Officer, e-Governance of this Department with a request to upload the same in the Departmental website.

#### 5.3 Taxes & duties to be borne by the Contractor:

Income Tax, GST, Royalty, Construction Workers' Welfare Cess and similar other statutory levy / to be borne by the contractor and the rate should be quoted accordingly after consideration of all these charges, Service Tax, and other taxes (if applicable).

#### 5.4 Site inspection before submission of tender

Before submitting any tender, the intending tenderers should make themselves acquainted thoroughly with the local conditions prevailing at site by actual inspection of the site and taking into consideration all factors and difficulties like to be involved in the execution of work in all respect including transportation of materials, communication facilities, climate conditions, nature of soil, availability of local labour and market rate prevailing in the locality etc. and no claim, whatsoever, will be entertained on these account afterwards. In this connection intending tenderers may contact the office of the Executive Engineer, concerned with the work between 11.30 hours to 17.30 hours on any working day prior to date of submission of tenders.

#### 5.5 Conditional and incomplete tender

Conditional and incomplete tenders are liable to summary rejection.

### **6. Opening and evaluation of tender**

#### 6.1 Opening of Technical Proposal

- a) Technical proposals will be opened by the Tender inviting authority or his authorized representative electronically from the website stated above, using their Digital Signature Certificate.
- b) **The scanned copies of remittance details towards EMD (as mentioned earlier) should be uploaded electronically latest by last submission date of tender.**
- c) Intending tenderers may remain present at the time of opening if they so desire.
- d) 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.
- e) The non-statutory documents in hard copy should be submitted if found necessary.
- f) Decrypted (transformed into readable formats) documents of the Non-statutory Cover will be evaluated to finalize eligible tenderers.

#### 6.2 Tender Evaluation Committee (TEC)

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.

#### 6.3 Uploading so summary list of technically qualified tenderers (1<sup>st</sup> round)

- i. Pursuant to scrutiny and decision of the Technical Evaluation Committee (TEC) if formed for high value tenders, the summary list of eligible tenderers for a particular serial of work (whose Financial Proposals will be considered) will be uploaded in the web portals.
- ii. While evaluation, the Committee may summon the tenderers and seek clarification / information or additional documents or original hard copy of any of the documents already

submitted and if these cannot be produced within the stipulated timeframe, their proposals will be liable for rejection.

#### 6.4 Opening and evaluation of Financial Proposal

- (i) Financial proposals of the tenderers declared technically eligible by the Tender Evaluation Committee will be opened electronically by the Tender Inviting Authority from the web portal stated above on the prescribed date.
- (ii) The encrypted copies will be decrypted and the rates will be read out to the contractors remaining present at that time.
- (iii) After opening of the financial proposal the preliminary summary result containing inter-alia, name of contractors and the rates quoted by them will be uploaded
- (iv) If the Tender Accepting Authority is satisfied that the rate obtained is fair and reasonable and there is no scope of further lowering down of rate, he may after having the comparative statement checked, upload the final summary result containing the name of contractors and the rates quoted by them against each work after acceptance of the rate.
- (v) The Tender Accepting Authority may ask any of the tenderers to submit analysis to justify the rate quoted by that tenderer.

#### 6.5 Procedures to be followed when one / two technically tenderers participated in any tender

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

### 7. Acceptance of Tender

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

#### 7.1 Execution of Formal tender after acceptance of tender

The tenderers, whose tender is approved for acceptance, shall within 15 days of the receipt of Letter of Acceptance (LOA) to him, will have to execute 'Formal Agreement' with the

Tender Accepting Authority in six copies of KMDA Form No. I which may be purchased on cash payment from the office of the Superintending Engineer(FAWS) concerned with the work.

**7.2** The NIT shall form a part of the contract agreement

On acceptance of the bid, the successful bidder shall have to sign the contract consisting of NIT, instruction to bidders, special terms and conditions, specification, BOQ, Drawing, Rate quoted, LOA and Tender Form-I.

**8. Return of Earnest Money of the unsuccessful tenderer(s)**

For return of the Earnest Money of the unsuccessful tender(s), he/she/they is/are to apply for the same to The Tender Inviting Authority, giving the reference to the work, NIT No., date of tender, amount and mode of Earnest Money deposited – all in a complete form. The Earnest Money of all tenderers other than the lowest Tenderer in each case may be refunded without any interest to the unsuccessful Tenderers after award of contract to the successful Tenderer. The EMD of successful Tenderer will be converted as Retention money and shall be released after security period as mentioned in section C.

**9. Payment**

The payment of RA as well as final bill for any work will be made as per the progress of the work.

**10. A. Security Deposit:**

- i) The Earnest money (as mentioned in Clause no.12, Page no.B-6) deposited by the lowest bidder (hereinafter shall be called the contractor) shall be converted into security deposit.
- ii) Earnest Money (as mentioned in Clause no.12, Page no.B-6) @ 2% of the estimated amount put to tender would be converted to Security Deposit in case of the successful bidder. Security Deposit amounting @8 % of the work value shall be deducted from the R/A Bill, so that total security deposit remain as 10 % of the whole work value. No interest will be paid on Security Deposit. However, the order of Finance Department, Govt.of W.B, relevant at the time deduction of security deposit from the R/A Bill, shall be followed in this regard.
- iii) 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.
- iv) For this work with **05 (Five) years Defect Liability Period:**

The Security Deposit shall be Refunded to the Contractor on Prorata Basis @ 30% after the end of 04 (Four) years successful completion of Defect Liability Periods. And rest of 70 % of the Security Deposit will be refunded after successful completion of 05 (Five) years defect liability period.

#### 10.B. Defect Liability :

- a. The contract will have the Defect liability for a period of 5 (Five) Years from the date of successful completion of the work.
- b. Prospective Bidder shall have to execute the work in such manner so that appropriate service level of the work under improvement is to be maintained during progress of the work and during Defect Liability Period from the date of successful completion of the work up to the entire satisfaction of the Engineer in Charge. If any defect / damage is detected during this period as mentioned above the contractor shall make the same good at his own expense to the satisfaction of the of the Engineer in Charge or in default the Engineer in Charge may cause the same to be made good by other agency and deduct the cost (of which the certificate of the Engineer in Charge shall be final) from his security deposit or any sums that may be then, or at any time thereafter become due to the contractor. Security Deposit shall become payable only after expiry of the Defect Liability Period on prorata basis (mentioned above) after making necessary deduction if applicable.

**If the accepted bid value is 80% or less of the estimate put to tender, the additional Performance security @ 10% of the Tendered Amount shall be submitted by the contractor in the form of Bank Guarantee from any scheduled bank before issuance of the work order. If the bidder fails to submit the additional performance security within seven working days from the date of issuance of letter of acceptance, his earnest money will be forfeited and other necessary actions as per N.I.T like black listing of the contractor, etc, may be taken. The Bank Guarantee shall have to be valid up to end of the contract period and shall be renewed accordingly, if required. The Bank Guarantee shall be returned immediately on successful completion of the contract. If the bidder fails to complete the work successfully the additional performance security shall be forfeited at any time.**

#### **11. Withdrawal of Tender**

If any tender 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 Departmental website.

*For any queries / clarification regarding the uploading of documents and tendering process please contact the S.E.(FAWS), W&S, KMDA, Block-A, 6th Floor, Unnayan Bhawan, Sector-2, Salt Lake, Kolkata- 700091.*

#### **12. REJECTION OF BID**

**The Employer (tender accepting authority) reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time prior to the award of Contract without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the ground for Employer's (tender accepting authority) action.**

The Tenderer who's Bid has been accepted will be notified by the Tender Inviting and Accepting Authority through acceptance letter/ Letter of Acceptance.

### **13. COPIES OF AGREEMENT**

The successful Tenderer will have to submit 6 (six) sets (Excluding the original copy submitted at the time of tendering) of the Contract Document within 15 (fifteen) days from the date of receipt of the letter of Acceptance of Tender. Failure to do so within the specified time will constitute a breach of Contract rendering the Contract liable to termination with forfeiture of Security Deposit to the extent of the amount of Earnest Money with the Tender.

The above documents will have to be purchased from the office of the concerned Superintending Engineer(FAWS) against Rs. 500/-. All the copies must be signed on every page by the contractor and submitted to the Executive Engineer concerned within the specified time.

### **14 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 of Rs. 10/- in the prescribed format of "Undertaking for non-deviation" mentioning:

1. That our offer is strictly based on stipulations made in the tender document (Volume-I & II) and as per subsequent clarifications, if any, to be made by KMDA from time to time.
2. That if there is any deviation in our offer from the tender document (Volume-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.
3. That the above statements will have no financial implications on the price bid (Volume-II).

"This has to be certified by the Respective Tenderer."

**15.** If any of the above mention day which are (stipulated at Sl. No 5 ) observes holiday / abnormality for reason whatsoever, the respective following working day shall be reckonable for the purpose.

**16. Cost of Tender Document ( Non refundable ) : NIL.**

**17.** No mobilization advance & price escalation if any form will be allowed.

**18.** Original documents may be verified by the tendering authority at its discretion.

**19.** There shall be not any adverse report, on any count whatsoever, against the agency where they have worked for the last 7(seven) years.

**20.** The rate quoted shall be inclusive of all charges, any type of taxes, duties like GST, IT & all the labour related laws and benefits etc. applicable or as would be applicable from time to time during the time period of contract.

**21.** The Executive Engineer of the Division concerned will be the Engineer-in-Charge in respect of the contract and all correspondence concerning rates, claims, change in specification and/or design and similar important matters will be valid only if made by the Engineer-in-Charge. If any correspondence of above tender is made with Officers other than the Engineer-in-charge for speedy execution of works, the same will not be valid unless copies are sent to the Engineer-in-Charge and approved by him. The instruction given by the Assistant Engineer and the Technical Assistant on behalf of the Engineer-in-Charge shall also be valid (who have been authorized to carry out the work on behalf of the Engineer-in-Charge) regarding specification, supervision, approval of materials and workmanship. In case of dispute, the decision of Engineer-in-Charge shall be final and binding.

- 22.** The acceptance of the tender will rest with the Tender Accepting Authority without assigning reason thereof. The accepting authority reserves right to reject any or all tenders without assigning any reason thereof.
- 23.** There shall be no provision for arbitration.
- 24.** The Bidder shall have to comply with the provisions of (a) Contract labour (Regulation & abolition) Rules, 1970(b) Minimum Wages Act 1948 or the modification thereof or any other laws relating thereto as will be in force from time to time.
- 25.** Department shall not entertain any claim whatsoever from the contractor for payment of compensation on account of idle labour on any ground including non-possession of land.
- 26.** The Government shall not be held liable for any compensation due to machines becoming idle for any circumstances including untimely rains, other natural calamities, strike etc.
- 27.** Imposition of any duty / tax / royalty etc. whatsoever of its nature (after work order / Commencement and completion of the work) is to be borne by the bidder. Original challans of those materials, which are procured by the bidder, may be asked to be submitted for verification.
- 28.** Cess @ 1% of the cost of construction works shall be deducted from the Gross value of the Bill in Terms of Finance Department order No. 853-F dated 01.02.2006. Also it is instructed to register his Establishment under the Act, under the competent registering Authority, i.e. Assistant Labour Commissioner / Dy. Labour Commissioner of the region concerned.
- 29.** VAT / Sales Tax/ GST, Cess, Royalty of sand, stone chips, stone metal gravel, boulders, forest product etc. Toll Tax, Income Tax, Ferry Charges and other Local Taxes if any are to be paid by the contractor. No extra payment will be made for these. The rates of supply and finished work items are inclusive of these.
- 30.** All working tools and plants, scaffolding, construction of vats & platforms will have to be arranged by the contractor at his own cost.
- 31.** The contractor shall supply mazdoors, bamboos, ropes, pegs, flags etc. for laying out the pipe work and for taking and checking measurements for which no extra payment will be made.
- 32.** The contractor should see the site of works and tender documents, drawings etc. before submitting tender and satisfy himself regarding the condition and nature of works and ascertain difficulties that might be encountered in executing the work, carrying materials to the site work, availability of drinking water and other human requirements and security etc. The Engineer-in-Charge may order the contractor to suspend any work that may be subjected to damage by climate conditions. No claim will be entertained on this account. The contractor will not be entitled to any claim or extra rate on any accounts.
- 33.** A machine page numbered Site Order book (with triplicate copy) will have to be maintained at site by the contractor and the same has got to be issued from the Engineer-in-Charge before commencement of the work. Instructions given by inspecting officers will be recorded in this book and the contractor must note down the action taken by him in this connection as quickly as possible.
- 34.** The work will have to be completed within the time mentioned in the tender notice. A suitable work program is to be submitted by the contractor within 7(seven) days from the date of receipt of work order which should satisfy the time limit of completion. The contractor should inform in writing the name of his authorized representative at site within 7 (seven) days from the date of receipt of work order who will receive instruction of the work, sign measurement book, bills and other Govt. papers etc.
- 35.** No compensation for idle labour, establishment charge or on other reasons such as variation of price index etc. will be entertained.

- 36.** All possible precautions should be taken for the safety of the people and work force deployed at worksite as per safety rule in force. Contractor will remain responsible for his labour in respect of his liabilities under the Workmen's Compensation Act etc. He must deal with such cases as promptly as possible. Proper road signs as per P.W.D. practice will have to be made by the contractor at his own costs while operating a republic thoroughfare.
- 37.** The contractor will have to maintain qualified technical employees and/or Apprentices at site as per prevailing Apprentice Act or other Department Rules & Orders circulated from time to time.
- 38.** Contractor shall provide sufficient qualified technical personnel (to be employed under the firm for at least 2 consecutive years) with sound knowledge and experience in execution of similar nature of work.
- 39.** The contractor will have to accept the work program and priority of work fixed by the Engineer-in-Charge so that most vulnerable reach and / or vulnerable items be completed before the date needed by the Department due to impending monsoon or rise of water level or for other reasons.
- 40.** The quantities of different items of work mentioned in the tender schedule or in work order are only tentative. In actual work, these may vary considerably. Payment will be made on the basis of works actually done in different items and no claim will be entertained for reduction of quantities in some items or for omission of some items. For execution of quantitative excess of any item beyond 10% or supplementary works, approval of the Superintending Engineer / Chief Engineer would be required depending on whoever be the Tender Accepting Authority, before making payment.
- 41.** No departmental material will be issued.
- 42.** Steel and Cement of specified brand as per the approval of the Department should be used in work.
- 43.** Any materials brought to site by contractor must be subject to approval of the Engineer-in-Charge. The rejected materials must be removed by the contractor from the site at his own cost within 24 hrs. of issue of the order to that effect. The rates in the schedule are inclusive of cost and carriage of all materials to worksite. The materials will have to be supplied in phase with due intimation to the Sub-Divisional Officer concerned in conformity with the progress of the work. For special type of materials, relevant Data Sheet containing the name of the manufacturers. Test Report etc. will also be submitted in each occasion. Engineer-in-Charge may conduct independent test on the samples drawn randomly before according approval for using the materials at site. In this regard decision of Engineer-in-Charge is final and binding.
- 44.** Quality Control Test Mechanism should be brought to the site by the agency.
- 45.** Use of ready mix concrete of specified brand as per the approval of department will be allowed after approval of concrete design mix reports. Controlled use of fly ash and plasticizer of supplier of RMC as per the approval of department should be restricted so that durability of concrete does not hamper.
- 46.** Insurance Coverage of Materials under the mentioned work is required (if applicable).
- 47.** It may please be noted that any further Corrigendum/Addendum related with this tender shall be hoisted exclusively in the above web sites only.

  
**Superintending Engineer (FAWS)**  
**W&S Sector, KMDA**

**Copy forwarded to :**

- i) The Chief Executive Officer , KMDA
- ii) The Chairman Barasat Municipality
- iii) The D.G. ( W&S) Sector , KMDA
- iv) The Chief Engineer, W&S Sector, KMDA
- v) The Deputy Secretary (PR Cell ), KMDA, Unnayan Bhavan, Salt Lake, Kolkata- 700091 with a request to publish in the website and newspaper.
- vi) The Director of Finance, KMDA
- vii) The Executive Engineer, Kolkata Division , (W&S) Sector , KMDA
- viii) Notice board.

  
**Superintending Engineer (FAWS)**  
**W&S Sector, KMDA**

**FORM 1**  
**APPLICATION FOR TENDER**

**To**  
**The Superintending Engineer**  
**(FAWS), W&S Sector, KMDA**

**Tender No. ....**  
**Serial No. of Work applied for : .....**  
**Amount put to tender: .....**

Dear Sir,

Having examined the Statutory, Non statutory & NIT documents, I/We hereby like to state that I/we willfully accept all your conditions 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 \_\_\_\_\_ 201\_\_

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 ID : \_\_\_\_\_

## **Affidavit 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 declarant under any Govt. / Semi- Govt. / Autonomous body / Institution / local body

### **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, Sl. No.
- 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 any of the statements is proved to be false.
- vi) Neither any penalty or debarment was made against me nor against the firm in any way at any Govt./Autonomous Body/Institution.
- vii) That I am a citizen of India.

All above statements are true to the best of my Knowledge and belief.