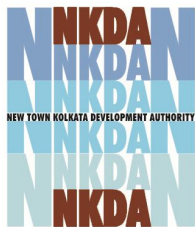


# NEW TOWN KOLKATA DEVELOPMENT AUTHORITY



(A Statutory Authority under Government of West Bengal)  
03, Major Arterial Road, New Town, Kolkata – 700156

**Memo No:** 2789 / NKDA / Engg – 36 / 2010 (VII)

**Date:** 27/05/2016

## **NOTICE INVITING TENDER**

### **N.I.T. NO. : 04 / AE – II / NKDA of 2016 – 17.**

Sealed Tenders are invited by the Assistant Engineer – II, New Town Kolkata Development Authority from resourceful, bonafide and experienced contractors having proven experience in execution of similar nature of works in different government departments and working contractors of KMDA and WBHIDCO for such works as stated in the Annexure.

**Details of tender are enclosed in separate Annexure –**

<b>Last date of application</b>	<b>: 03 .06.2016</b>	<b>upto 3.00 P.M.</b>
<b>Last date of purchase</b>	<b>: 07 .06.2016</b>	<b>upto 4.00 P.M.</b>
<b>Date of Submission of Tender Paper</b>	<b>: 10 .06.2016</b>	<b>upto 2.00 P.M.</b>
<b>Date of opening</b>	<b>: 10 .06.2016</b>	<b>at 2.30 P.M.</b>

### **General Terms & Condition**

1. The intending tenderer will have to get the permission from the undersigned for getting the tender papers within the stipulated time against application with proven experience and Xerox copies of valid certificates of Trade License, VAT, Permanent Account Number (PAN) of Income Tax Department and Professional Tax clearance from the concerned Dept. along with the originals. The originals will be refunded after verification. Tender form and other documents will be issued to the contractors from this office on all working days between 11 a.m and 4.00 p.m on production of the aforesaid documents upto the scheduled date.
2. Copy of address (address for correspondence) proof certificate by any govt. department, local authority, MLA, councilor of the area will have to be submitted along with the application. Originals will be returned after verification.
3. The undersigned reserves the right to refuse permission to issue tender papers without assigning any reason what so ever and no challenge against such refusal will be entertained. The contractor will also not be entitled for any compensation for rejection of the application.
4. No application will be entertained if sent by Post/Courier.
5. Tender should be submitted in sealed cover and superscribed with the Name of the Work tendered for, with N.I.T No. & Sl. No.
6. The rates are to be quoted both in words and figures as per schedule and perusing necessary Terms & Conditions attached herewith. The rate quoted is valid for acceptance upto 6(six) months from the date of opening of the Tender. The rates quoted should be considered as inclusive of sales tax and other taxes and all other charges. No claim for any extra charge what so ever will be entertained.

7. The tenderer should sign all corrections in the tender with the date. The tenderer must sign each page of the tender paper, notice, relevant drawings, schedules etc. which forms part and parcel of the tender document. The intending tenderer is required to sign in English or Bengali or Hindi. Signature of tenderer in all locations must be identical but the rates shall be quoted in English only.
8. a) Intending Tenderers will have to deposit Earnest Money @ 2% (as per Annexure) in the form of Bank Draft/ Banker's Cheque of any Nationalized / Scheduled Bank of India on its Kolkata Branch drawn in favour of **New Town Kolkata Development Authority**.  
b) Earnest Money will not be accepted by cheque / cash or in any form other than mentioned above.  
c) Tenders unaccompanied by full earnest money in requisite form, will under no circumstances, be entertained and will summarily be rejected without further reference to the tenderers. No reference to previous deposit of earnest money and security for adjustment against the present tender nor any request for recovery from any outstanding bills for earnest money against the present tender will be entertained.
9. The entire two percent of the Earnest Money already deposited will be converted as initial Security Deposit. The Gross recovery of the balance security money will be made from each running bill @ 10% of the bill value less the amount already deposited with the tender as earnest money. The Security Deposit will be refunded after defect liability period from the date of completion of the work.
10. Tenderer who will sign on the Tender on behalf of a company or firm must produce the registered documents in respect of their competency to do so, failing which the Tender will not be considered.
11. The Tenderers are bound by the terms and conditions of **W.B.F No. 2911 / (ii)** along with the specification, notice for calling Tenders, Special Terms & Conditions, if any, and schedule of works etc. which forms part and parcel of the contract deeds.
12. Conditional tender will not be entertained and shall be deemed as 'informal'.
13. The Tender form issued from the Office of the undersigned, must be returned with all enclosures to this office on the date of receipt of Tender. If any Tenderer does not return the Tender paper and not state satisfactory reason of non submission of the Tender paper within 2 (two) days, the undersigned reserves the right to disqualify the contractor to participate in any Tender up to a period as may be decided by the undersigned.
14. Tender Documents are not transferable.
15. The Tender will be opened in presence of Tenderers or their authorized representatives who may be present at the time of opening if they so desire. The Tenderers or their authorized representatives may be permitted to put their signature on the Tender Register or on the opening sheet of the tender.
16. The acceptance of the Tender will rest with the accepting authority who does not bind himself to accept the lowest or any Tender and reserves the right to reject any or all the Tenders received or to split up the work in different sub-groups without assigning any reason thereof.
17. Before submission of any Tender, Tenderers may visit the sites and satisfy themselves about the local conditions and also other matters that may be raised in relation to the work. Any Tenderer who shall submit tender should be presumed to have done so as no claim whatsoever will be entertained on any account afterwards.

18. Income Tax, VAT and others Taxes as admissible will be deducted as per Govt. orders issued from time to time and would be applicable on the date of making payment of the bills. The rate quoted would remain same throughout the period of contract and should be inclusive of **all taxes** which are and will also be applicable during the entire tenure of the contract.
19. Building and others construction workers' cess @ 1.0% will be deducted from the progressive bill(s) in pursuance with G.O No. 599A/4M-28/06 dated 27/09/2006.
20. The successful Tenderer (s) whose Tender is accepted shall make the formal agreement in W.B.F No. 2911/(i) / (ii) within 7 (seven) days from the date of issue of work order by the Executive Engineer - I, New Town Kolkata Development Authority on payment of usual charges which is non-refundable under any circumstances and submit the same duly signed by him / them to this office. If the Contractor fails to perform the formalities within the specified period, Tender will liable to be cancelled and the Earnest Money will be forfeited as per clause under memorandum of WBF 2911/ (i)/(ii)
21. The Contractor will remain liable for West Bengal Contract Labour (Regulation & Abolition) Rules in force and necessary certificates from appropriate authority are to be submitted within 7 (seven) days from the date of issue of the work order .
22. In case of sudden closure of office due to reasons beyond the control of the undersigned, the last date and time as indicated above will automatically be deferred to the next working day without further notice.
23. The Tender Inviting Authority reserves the right to deny or accept or reject any or all the applications and even to annul the tendering process at any point of time without prejudice to further action and without assigning reason thereof.
24. Agencies are required to give a work programme preferably in the form of a bar-chart and to approve it by the EIC before commencement of work and if progress of work abruptly differs from the given work program, the undersigned may terminate the work order at any point of time.
25. Unless otherwise stipulated, all the works are to be done as per general conditions and general specifications of the latest edition of 'PWD (W.B) schedule of Rates for Building Works' for the working area, including up to date addenda and corrigenda if any.
26. If any tenderer withdraws his offer before acceptance or refuse to work within a reasonable time without giving any satisfactory explanation for such withdrawal, he shall be disqualified for submitting tender to this authority for a period as may be decided by the undersigned.
27. In case of any inadvertent typographical mistake in the specific price schedule of rates, the same will be treated to be so corrected as to confirm with the prevailing relevant schedule of rates and/or technically sanctioned estimate.
28. Letter or other instrument submitted separately in modification of the sealed tender will not be entertained.
29. Canvassing in any form is strictly prohibited and any tenderer found to have resorted to canvassing shall be liable to have his Tender rejected summarily.
30. Intending tenderer should note that he will have to work simultaneously with other contractors already entrusted with other work or with contractors to be entrusted with other work in future in the same site. The contractor will have to work in close co-operation and harmony with all the contractors engaged in the project. Any claim for idle labour, for any reason whatsoever, will not be entertained under any circumstances.

31. Departmental materials will not be issued under any circumstances. Department, unless otherwise stated means **New Town Kolkata Development Authority**.
32. The provision of the Power of Attorney, if any, must be subject to the approval of the department. Otherwise the department shall not be bound to take cognizance of such Power of Attorney.
33. Contractor should give declaration of history of arbitration/litigation if any in his application.
34. NKDA will not be held responsible for making payment against any anticipated profit and/or compensation for any losses or price escalation whatsoever for the works as stated in the annexure of this NIT.
35. The contractor shall furnish the postal address of his office. Any notice or instruction to be given to the contractor under the terms of contract shall be deemed to have been served if it has been delivered to his authorized agent (on the strength of authorization) or representative or sent by registered letter to his official address as furnished.
36. Arbitration clause of **W.B.F No.2911/2911 (i) / (ii)** is deleted, notwithstanding whatever has the object of deletion of Clause-25 from the Contract Form of WBF-2911(ii), the parties entering into the agreement pertaining to this NIT, if so desire, may go for money suit for any dispute in his / there opinion arising out of this contract and he/ they may file such suit in any court of law situated in Kolkata proper in the district of West Bengal.
37. Any corrigendum to this tender will be circulated through Official Website of New Town Kolkata Development Authority ([www.nkdamar.org](http://www.nkdamar.org)). Participants are requested to follow the website.

**Assistant Engineer – II**  
**New Town Kolkata Development Authority**

**Memo No.** 2789 /1(7) / NKDA / Engg – 36 / 2010 (VII)

**Date:** 27/05/2016

Copy forwarded for information and necessary action to :-

1. The Chief Engineer, New Town Kolkata Development Authority.
2. The Executive Engineer – I , New Town Kolkata Development Authority.
3. The Finance Office, New Town Kolkata Development Authority.
4. The Estimator/Sr. Accountant / Cashier, New Town Kolkata Development Authority.
5. P.A to the Chairman, New Town Kolkata Development Authority.
6. Office Notice Board.
7. Official Website of New Town Kolkata Development Authority ([www.nkdamar.org](http://www.nkdamar.org) )

**Assistant Engineer – II**  
**New Town Kolkata Development Authority**

**ANNEXURE**

**N.I.T. No. – 04 / AE – II / NKDA of 2016 – 17.**

<b>Sl. No.</b>	<b>Name of Work</b>	<b>Amount Put to tender (In Rs.)</b>	<b>E.M. (In Rs.)</b>	<b>Time of Completion</b>	<b>Cost of Schedule including W.B.F. (In Rs.)</b>	<b>Eligibility</b>	<b>Accepting authority</b>
<b>01.</b>	<b>Deployment of un-skilled daily labour in and around the Eco – Urban Village at New Town, Kolkata for clearing the solid waste materials usually left by visitors on daily basis. (For the period from 09.07.2016 to 31.12.2016)</b>	<b>4,78,570.00 (Rupees Four lakh Seventy eight thousand five hundred seventy) only</b>	<b>9,571.00 (Rupees Nine thousand five hundred seventy one) only</b>	<b>176 (one hundred seventy six) days.</b>	<b>755.00 (Rupees Seven hundred fifty five) only.</b>	<b>Working contractors of different Government Departments and working contractors of K.M.D.A and WB HIDCO.</b>	<b>Executive Engineer – I, New Town Kolkata Development Authority</b>

**Assistant Engineer – II  
New Town Kolkata Development Authority**

## Terms and Condition

### N.I.T. No. – 04 / AE – II / NKDA of 2016 – 17.

**Name of the Work:** - Deployment of un-skilled daily labour in and around the Eco – Urban Village at New Town, Kolkata for clearing the solid waste materials usually left by visitors on daily basis. (For the period from 09.07.2016 to 31.12.2016)

#### General Condition

1. 1 (one) copy of Identity card with passport size photograph and complete residential address of each labour who may be placed for duty must be issued to each of them by the agency entrusted to the work.
2. Complete residential address together with one recent photograph of each labour duly identified by the agency and attested by any gazetted officer must be submitted to the Executive Engineer, New Town Kolkata Development Authority for the purpose of maintaining official records.
3. The labour on duty should keep the Identity Card with him strictly during duty hours.
4. The labour shall be on the pay roll of the agency providing the service. Initially period of contract will be for 183 (one hundred eighty three) days and may be extended as per actual requirement provided that the performance of the labour is also found satisfactory.
5. The period of contact may even be reduced and terminated due to any reason on serving at least 7 (seven) day's notice by the undersigned.
6. The labour on duty should remain alert and vigilant to avoid any undesirable circumstances arising out of their carelessness, if may.
7. The agency will be bound to replace the labour, if desired by the Engineer-in-Charge.

#### Penal measure

1. The period of contract may be terminated or reduced if necessary without any prejudice as decide by E.I.C.
2. During duty hours, negligence of the labour found if any, will be severely dealt with.
3. Any loss / damage of Government materials and property due to negligence of duty on the part of labour shall attract penal measure and realization of cost / compensation for such damage / lost item(s) as would be determined by appropriate authority should be made from the agency i.e. the agency should be liable to bear the same.

### **Terms of payment**

1. The agency should submit monthly bill, in Triplicate along with signed Attendance sheet, in respect of services rendered by the labour, to the Executive Engineer, New Town Kolkata Development Authority within 1<sup>st</sup> week of the following month for payment.
2. The payment of bill, after necessary verification and checking by this end, shall be made in due course.
3. Pro-rate payment would be admissible for part duty performed, if any.

### **Special Terms and Conditions**

1. Payment to be made to the individual security @ minimum labour wages as per recent govt. order per head per day by the agency in addition 8.33% per annum bonus to be paid to the individual labour before Durgapuja / Idd festival.
2. EPF and ESI money need to be deposited within 15<sup>th</sup> of next month.
3. Challan / Attested photocopy of documents related to submission of EPF and ESI money of preceding month need to be submitted along with the monthly bill. In absence of these documents, bill shall not be processed.
4. Any revision of Rate from Labour Commissioner office should be followed and differential amount of wages will be paid accordingly.
5. Payment to the individual labour to be made by the Agency by 10<sup>th</sup> of each following month positively.
6. Uniform to be issued by the agency to all labour by the agency and it is mandatory to wear uniforms during duty period.
7. All statutory obligations under various laws as may be applicable to the contract of labour from time shall have to be met by the Agency concerned without any extra claim. Any labour unrest / dispute arising due to non-implication of any Laws, the entire responsibility will lie on the agency and removal of disputes is the sole part of the agency without hampering the work schedules at their own cost.
8. All Insurance Coverage and other coverage which will be mandatory as per law will be the part of concerned agency.

**Assistant Engineer – II**  
New Town Kolkata Development Authority