



NEW TOWN KOLKATA DEVELOPMENT AUTHORITY

(A Statutory Authority under Government of West Bengal)

3, Major Arterial Road • New Town • Kolkata – 700156

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Memo.No. 1175 / NKDA/ Engg – 36/ 2010(VI)

Date:25/02/2016

NOTICE INVITING e-TENDER

Notice Inviting e-Tender No. WBNKDA/14/EE-I/NKDA/2015-16/2ndCall

Item Rate e-Tenders are hereby invited by Executive Engineer-I, New Town Kolkata Development Authority (NKDA) from resourceful, reliable, bona-fide and experienced working contractors of KMDA, WBHIDCO, and other Govt. Departments & other organization having experience in similar nature of work and are requested to submit their offer for the work detailed below.

(Submission of Bid through online)

| Sl. No | Name of the work | Estimated Amount (Rs.) | Bid Security (Rs.) | Price of Tender documents (Rs.) | Period of Completion |
|--------|--|---|--------------------------------|--|---|
| 1. | Development of rooftop vegetable garden over CB Community Market in Action Area – IC, New Town, Kolkata. | Lump Sum Amount to be quoted by the bidders | 1,00,000=00 (Rs One lakh only) | Rs 2,505=00 (Rs Two thousand five hundred five) per set to be paid only at the time of execution of agreement. | 03 (Three) months for the original work with 05 (five) years Operation and Maintenance. |

- 1) In the event of e-filing, intending bidder may download the tender documents from the website <http://wbtenders.gov.in> directly with the help of Digital Signature Certificate. All the bidders (irrespective of private or any Govt. organization) will have to submit Bid security money, which may be remitted by separate Demand Draft / Banker's Cheque to be issued from any scheduled bank in favour of the **“New Town Kolkata Development Authority” payable at Kolkata** and also to be documented through e-filing. The Lowest bidder shall submit the hard copy of the Demand Draft / Banker's Cheque under sealed cover (super scribing the name of work with NIET No) to the Office of New Town Kolkata Development Authority at 01,MAR New Town, Kolkata-700156 with his acceptance letter of the LOI (Letter of Intent). Failure to submit the hard copy with the acceptance letter within the time period prescribed for the purpose may be construed as an attempt to disturb the tendering process and dealt with accordingly legally including blacklisting of the bidder.
- 2) Both **Technical Bid** and **Financial Bid** are to be submitted concurrently duly digitally signed in the website <http://wbtenders.gov.in>

- 3) Tender documents may be downloaded from website and submission of Technical Bid and Financial Bid will be done as per Time Schedule stated in Sl. No. 15 of this NIEt.
- 4) The **FINANCIAL OFFER** of the prospective qualified tenderer(s) will be considered only if the **TECHNICAL BID** of the tenderer(s) is found qualified by competent authority of New Town Kolkata Development Authority. The decision of the competent authority of New Town Kolkata Development Authority will be final and absolute in this respect. The list of Qualified Bidders will be displayed in the website.
- 5) **Eligibility criteria for participation in the tender.**
 - 1.1 The Bidder in the same name and style must be a well established Engineering Contractor in similar scope of works. The bidder should possess and be able to deploy all the manpower/machinery/ equipment necessary for the timely completion of his Scope of Works and shall augment the same if felt necessary by the Engineer to achieve the targeted progress of the Works at no additional cost to the Employer.
 - 1.2 To get qualified for being considered for Award of the Contract, bidders shall provide evidence, satisfactory to the Employer, of their capability and adequacy of resources to carry out and execute the Contract effectively. All bidders shall include the following information and documents with their bids:

Financial Eligibility Criteria :

- i. Working Contractors of KMDA, WBIDCO, and other Govt. Department & other organization having satisfactory completed (as prime contractor) during the last 3 years of similar nature having magnitude of at least **25.00 lakh** for a single job. Authentic documents in original, from the Engineer-in-charge of the work will have to be submitted in support of the above credential as non statutory documents.
- ii. Pan Card, Income Tax Acknowledgement Receipt for the latest Assessment year, P.T. Deposit Challan for the Year 2015 – 16, VAT Registration Certificates are to be submitted.
- iii. Registered Partnership Deed for partnership Firms only along with Power of Attorney since executed under a Judicial Magistrate / First Class magistrate is to be submitted. The company shall furnish the Article of Association and Memorandum as non-statutory documents.

NOTE:

1. In case of Consortium Bidder, the Lead Member of the Consortium shall be fully responsible and accountable for successful completion and operation and maintenance of the project and shall have to achieve 100% of the all Financial Eligibility Criteria as stipulated in 1.2 above. The lead member or any associate member of the consortium should have successfully executed and completed the work specified in sub-clause 1.2 above (Technical Eligibility Criteria).
2. For purposes hereof, Associate means, in relation to the bidder/ consortium member, a person who controls, is controlled by, or is under the common control with such bidder/ consortium member (the “Associate”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise
3. The Associate shall undertake to maintain 51% share in the bidder/ consortium member till completion of all the obligations of the bidder/ consortium member, under the contract and shall provide necessary technical support for successful completion of the contract;

4. In case of Consortium, the bidder shall submit the Memorandum of Understanding (MOU)/ Memorandum of Agreement (MOA) among the members of the Consortium supported with qualifying experience certificate for consideration of the Employer;
 5. In case of the consortium bidders, the consortium members should jointly meet the minimum eligibility criteria as aforesaid and in case of the experience of nominated sub-contractor, the bidder shall submit the Memorandum of Understanding (MOU)/ Memorandum of Agreement (MOA) supported with qualifying experience certificate which should be approved by the Employer;
 - 5.1. (i) The Bidder shall submit details of financial data giving annual turnover including profit and loss statements, balance sheets, auditor's reports for the past 3 financial years ending 31-03-2015 and evidence of access to lines of credit;
 - 5.2 (ii) List of equipment / plant and machineries proposed for carrying out the Contract;
 - 5.3. Even though the bidders meet the above qualifying criteria, they are liable to be disqualified if they have;
 - (a) Made misleading or false representations in the forms, statements and attachments submitted by them which comes to the knowledge of Employer; and/ or;
 - (b) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, financial failures, etc.
 - 5.4 Bids submitted by a Consortium limited to maximum three members shall comply with the following requirements :
 - (a) The nominated Lead Member shall have more than 51% of the share in value of works.
 - (b) The bid, and in case of a successful bid, the Agreement shall be signed by the Lead Member of the Consortium authorized by a Power of Attorney so as to be legally binding on all members;
 - (c) One of the members shall be nominated as being Power of Attorney and this authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of all the members, authorizing the Lead Member to sign the bid on behalf of the Consortium;
 - (d) The Lead Member shall be authorized to incur liabilities and receive instructions for and on behalf of any and all members of the Consortium and the entire execution of the Contract including payment shall be done exclusively with the member-in-charge;
 - (e) All members of the Consortium shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, and a statement to this effect shall be in the authorization mentioned under(b) above as well as in the Form of Bid and in the Form of Agreement (in case of a successful bid);
 - (f) The description of the proposed participation and responsibility of each member in Consortium for planning, construction equipment and finance for execution of the Works should be clearly spelt out; and
 - (g) A copy of the Consortium Agreement, entered into by the Consortium members confirming the above aspects, duly signed by legally authorized signatories of all the partners duly notarized on a non-judicial stamp paper of Rs. 100/- shall be submitted with the bid.
- 6) All materials are to be procured and supplied at site of work by the tenderer / firm at his / their own cost from approved reputed dealer / manufacturer. Departmental materials will not be issued under any circumstances unless any such provision is made and accepted latter by both the parties. Department unless otherwise stated means New Town Kolkata Development Authority.

- 7) The offer shall remain valid for 180 days from the date of opening of the tender.
- 8) On-going payments for work may be allowed to the executing agency as per existing rules and availability of fund. Subject to deduction of security deposit, progressive payment may be made against the completed or partly completed item of works. Such interim payments, shall be made as running account bill (s), however, shall not construed to mean that the respective items / components have finally been approved and accepted by NKDA and the contractor shall not be absolved of his responsibility to set right any deficiency of such paid items / components at his/ their own cost, for rectifying all defects which are subsequently being noted or found.
- 9) No claim for interest or compensation will be entertained in respect to any money or balance of payment which may be due or alleged to be due to the contractor owing to any dispute between the contractor and NKDA or in respect to any delay in making payment of progressive or final bill of the work, to the contractor.

Payment for the works done by the contractor will be based on recorded and accepted measurement put for payment to be invariably made by putting signature (with seal) of the contractor (or his/ their authorized representative). The contractor or his/their authorized representative are advised to take measurements jointly with the officials of NKDA. In case of failure of his/their part either to take measurement jointly and /or acceptance of the recorded measurement, within a reasonable time, measurement taken by the department shall be considered as final for making payment. Similar acceptance is also essential for level records and survey data, field books etc.
- 10) **Mobilization advance, time / cost overrun and consequent cost escalation for any material labour etc. and secured advance will not be allowed.**
- 11) **Idle labour, idle rent and hire charges etc.:**

No claim of any category and type, on this ground shall be entertained. The contractor and NKDA shall make every effort that such situation does not arise.
- 12) **Testing and Testing Equipments:** Testing of materials, to be used in work and the quality of finished work on quality control aspect, is to be undertaken by the contractor at own cost, with facilities provided at site and / or through approved (by NKDA) Test Houses / Laboratories. All materials and workmanship shall be in accordance with the specifications laid down in the contract and also as per P.W.D.(Roads & Buildings Schedule) and IS Codes . The Engineer-in-Charge reserves the right to test, examine and measure the material / workmanship direct at the place of manufacture, fabrication or at the site of works or any suitable place. The contractor shall provide such assistance, instrument machine, labour and materials as the Engineer-in-Charge may require for examining, measuring and testing the works and quality, weight or quantity of materials used and shall supply samples for testing as may be selected and required by the Engineer-in-Charge without any extra cost. Beside this, he/they will carry out tests from outside Laboratory as per instruction of Engineer-in-Charge. The cost of all such tests would be borne by the agency.

Should the Executive Engineer or his representative consider it necessary to satisfy himself / themselves as to quality of work, the contractor shall offer sample of work done as necessary, pull down reasonable part of the work required for inspection and testing. The contractor shall bear the cost of pulling down and shall make good the same at own cost and to the full satisfaction of E-I-C without any claim for payment.
- 13) **Security Deposit:**

Retention money towards performance Security amounting to 8% (*eight percent*) of the value of the work shall be deducted from the running account bill of the tenderer as

per prevailing order. No interest will be paid on the money retained for Security Deposit. Notwithstanding anything as mentioned in Clause 13 of WBF 2912, the security deposit for the entire work (including the original work and 05 years operation and maintenance) i.e. 10% of the total value of the work will be released in the following manner:-

- i) The entire Security Deposit for the work will be released in five subsequent installments subject to successful completion of the original work as well as phase wise operation and maintenance work.

The lump sum rate quoted for five years maintenance should be at least 30% of the total value of the work.

14) Date and Time Schedule:

| Sl. No. | Particulars | Date & Time |
|---------|---|----------------------------------|
| 1. | Date of uploading of N.I.eT. & other Documents (online) (Publishing Date) | 25.02.2016 |
| 2. | Documents download start date (Online) | 26.02.2016 from 10.00 A.M. |
| 3. | Documents download end date (Online) | 11.03.2016 upto 3.00 P.M. |
| 4 | Bid submission start date (Online) | 26.02.2016 from 10.00 A.M. |
| 5 | Bid submission closing date (Online) | 11.03.2016 upto 3.00 P.M. |
| 6 | Bid opening date for Technical Proposals (Online) | 11.03.2016 at 4.00 P.M. |
| 7 | Last Date of uploading list for Technically Qualified Bidder(online) | Will be intimated in due course. |
| 8 | Date for opening of Financial Proposal (Online). | Will be intimated in due course. |

- 15) (a) Earnest Money:** The balance amount of Earnest Money if any, @ 2% (two percent) of the lump sum amount quoted for the entire work less Bid Security, in the shape of Demand Draft / Banker's Cheque of any Scheduled bank is to be drawn in favour of the **“New Town Kolkata Development Authority” payable at Kolkata** and to be submitted at the time of agreement by the successful bidder.

(b) Bid Security for the unsuccessful tenderer(s) will be released only after the issuance of work order to the successful tenderer subject to submission of hard copies of the Demand Draft / Banker's Cheque of the same.

(c) Earnest Money for the successful tenderer will be retained and converted as Initial Security deposit. The Balance security deposit @ 8% will be deducted from on-going bills to cover 10% of the total value of work done.

(d) The security deposit for the original work including 05 years operation and maintenance of the successful tenderer will be refunded after defect liability period as stipulated in relevant clause of the tender document.

- 16)** The tenderers are bound by the terms & conditions of WBF 2912 along with specification, notice for calling Tenders, Special terms & condition, Information to Bidders, Schedule of works etc, which forms a part and parcel of this contract.

- 17)** 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. Building & other construction workers cess @ 1.0% will be deducted from progressive bills in pursuance with G.O. no. 599A/ 4M – 28 / 06 dated 27/09/2006. 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.

- 18) The Bidder, at his 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, before submitting offer with full satisfaction. The cost of visiting the site shall be at his own expenses.
- 19) The intending Bidders shall clearly understand that whatever may be the outcome of the present invitation of Bids, no cost of Bidding shall be reimbursable by the Department. New Town Kolkata Development Authority reserves the right to accept or reject any offer without assigning any reason whatsoever and is not liable for any reimbursement of any cost that might have been incurred by any Tenderer at any stage of Bidding.
- 20) Prospective applicants are advised to note carefully the eligibility criteria before tendering the bids.
- 21) **Conditional / Incomplete tender will not be accepted under any circumstances.**
- 22) **The intending tenderers are required to quote the rate *online*.**
- 23) 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.
- 24) During scrutiny, if it comes to the notice of the tender inviting authority that the credential or any other paper found incorrect / manufactured / fabricated, that bidder would not be allowed to participate in the tender and that application will be rejected without any prejudice.
- 25) If there be any objection regarding pre-qualification of any Agency the same should be lodged online to Chief Engineer, New Town Kolkata Development Authority within 2 (*two*) days from the date of publication of list of qualified agencies and beyond the said time schedule no objection will be entertained.
- 26) Before issuance of Letter of Intent (LOI), the Tender Inviting Authority may verify the credential and other documents of the lowest tenderer in original, if found necessary. After verification if it is found that the documents submitted by the lowest tenderer is either manufactured or false in that case work order will not be issued in favour of the said Tenderer under any circumstances and his/their offer will be treated as cancelled.
- 27) If any discrepancy arises between two similar clauses on different notification, the clause superseding others will be solely as per the discretion of the Tender inviting authority.
- 28) The successful Tenderer whose tender is accepted shall make formal agreement in WBF 2912 along with bid documents in triplicate, within 7 (seven) days from the date of issue of LOI (Letter of Intent) by 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 the Tender is liable to be cancelled and the Bid Security / Earnest Money will be forfeited as per relevant clauses under memorandum of WBF 2912. After execution of agreement formal Work Order will be issued.

29) Qualification criteria:

The tender inviting and Accepting Authority will determine the eligibility of each bidder. The bidders shall have to meet all the minimum criteria as stipulated in relevant clauses of this NIEt.

The eligibility of a bidder will be ascertained on the basis of the document(s) submitted in support of the minimum criteria. If any document submitted by a bidder is either manufactured or false, in such cases the eligibility of the bidder / tenderer will be rejected at any stage without any prejudice to take any penal action against him/them as may be deemed fit by the Tender Accepting Authority.

30) No. price preference and other concession will be allowed as per order no 8648 – F(T) dated 12.10.2012.

31) Agencies are required to give a work programme preferably in the form of a bar-chart and to approve it by the EIC (Engineer-in-Charge) 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.

32) 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', 'Sanitary & Plumbing', 'Roads' and 'Electrical' works for the working area.

33) 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.

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 NeIT. Rates should be quoted accordingly.

35) The address as furnished by the contractor shall be deemed as the postal address of this 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.2912** is deleted, notwithstanding whatever has the object of deletion of Clause from the Contract Form of WBF-2912, the parties entering into the agreement pertaining to this NIEt, 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, notification in connection to this NIEt will be published in the official website of New Town Kolkata Development Authority (www.nkdamar.org) as well as <https://wbtenders.gov.in> . The applicants are requested to please follow the websites for such notifications, corrigendum etc.

Memo No. 1175 /1(9)/NKDA / Engg – 36 / 2010 (VI)

Date : 25/02/2016

Copy forwarded for information to:-

1. The Chief Executive Officer, New Town Kolkata Development Authority.
2. The Chief Engineer, New Town Kolkata Development Authority.
3. The Superintendent Engineer (M/E), New Town Kolkata Development Authority
4. The Finance Office, New Town Kolkata Development Authority.
5. The Assistant Engineer-I/II, New Town Kolkata Development Authority.
6. The Estimator/Sr. Accountant/Cashier, New Town Kolkata Development Authority
7. P.A to the Chairman, New Town Kolkata Development Authority.
8. Office Notice Board.
9. Official Website of New Town Kolkata Development Authority
(www.nkdamar.org)

Executive Engineer-I

New Town Kolkata Development Authority

Memo.No. 1175 /2(1)/ NKDA / Engg – 36 / 2010(VI)

Date: 25 /02/2016

Copy forwarded for information & circulation to :-

1. Sri Sabyasachi Dutta, Member of Legislative Assembly.

Executive Engineer-I,

New Town Kolkata Development Authority