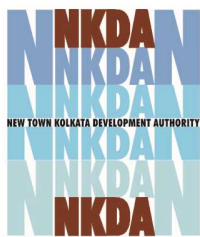


NEW TOWN KOLKATA DEVELOPMENT AUTHORITY



(A Statutory Authority under Government of West Bengal)
Plot No. DG/13, Premises No. 04-3333, Action Area – ID,
New Town, Kolkata – 700156

Memo. No. 7826/NKDA/Engg-36/2010(XIII)

Date: 14/09/2022

NOTICE INVITING e-TENDER

Notice Inviting e-Tender No. WBNKDA/20/EE-I/NKDA/2022-23

Executive Engineer – I, New Town Kolkata Development Authority invites e-tender from resourceful, reliable, bona-fide and experienced working contractors of KMDA, WBHIDCO, NKDA, PWD, PHED and other Govt. Departments having experience in Maintenance of bituminous road work are requested to submit their offer for the work detailed below.

(Submission of **online bid**)

S l o	Name of the work	Estimated Amount (Rs.)	Earnest Money (Rs.)	Price of Tender documents (Rs.)	Period of Completion
1	Maintenance of bituminous road with SDBC bituminous Macadam etc at different street in Action Area-IA under NKDA, New Town, Kolkata.	Rs. 50,34,137.00	Rs.1,00,683.00	Rs.2,505.00 + GST for Each set to be paid only by the successful bidder during the time of agreement	01(One) year.
2	Maintenance of bituminous road with SDBC bituminous Macadam etc at different street in Action Area-IB under NKDA, New Town, Kolkata.	Rs. 53,04,612.00	Rs.1,06,092.00		01(One) year

- 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 will have to submit On-line Earnest Money & necessary Earnest Money will be deposited by the bidder through the following payment mode as per Finance Department Order No. **3975-F(Y)** dated 28th July, 2016 (Annexure-A).
 - (i) **Net Banking** (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI bank payment gateway.
 - (ii) **RTGS / NEFT** through bank account in any bank. The EMD shall be deposited in favour of “**New Town Kolkata Development Authority**” payable at “**Kolkata**”.
- 2) Both **Technical Bid** and **Financial Bid** are to be submitted concurrently duly digitally signed in the website <http://Wbtender.gov.in>.

- 3) Tender documents may be downloaded from the website and submission of Technical Bid and Financial Bid will be done as per Time Schedule stated in Sl. No. 14 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.**
- i. a) Working Contractors of NKDA, KMDA, WBHIDCO, PWD, PHED and other Govt. Departments having satisfactorily completed (as prime contractor) similar nature of work like Maintenance of bituminous road work during the last 3 (Three) years, having magnitude of at least **40%** of the estimated amount. 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; or
 - b) Intending tenderers should produce credential of 02 (two) similar nature of completed work, each of the minimum value of **30%** of the estimated amount put to tender during 05(Five) years prior to the date of issue of the tender notice; or
 - c) 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 desired value at (i) above;

In case of running works, only those tenderers who will submit the certificate of satisfactory finishing work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the tender. In the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executed agency. i.e. the tenderer
 - ii. Pan Card, Income Tax Acknowledgement Receipt for the last three Assessment year, P.T. Deposit Challan for the year 2022-23, GST Registration Certificate, are to be submitted as non-statutory documents.
 - iii. Trade Licenses, Registered Partnership Deed for Partnership Firms only along with Power of Attorney since executed under any Judicial Magistrate/First Class Magistrate is to be submitted. The company shall furnish the Article of Association and Memorandum as non-statutory documents.
 - iv. **Joint Ventures/MOU will not be allowed as credential.**
 - v. Three consecutive years Audit report to be submitted along with Tender documents.
 - vi. Own/ Lease agreement (Valid) plant & Machinery required for bituminous work.
 - vii. Sl. bitumen (all grade), bitumen emulsion shall be of specified grade and approved brand in conformity with relevant code of practice (latest revision) and manufacture accordingly and shall be procured and supplied by the agency at their own cost including all taxes. Authenticated evidence for purchase
 - viii. The Contractors shall also abide by the provision of the child labour(Prohibition and regulation Act.1986). No labour below the specified age (as per G.O.) shall be employed on the work.

- ix. 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.
- x. Agency must own running Hot Mix Plant of 60/90 TPH capacity at a reasonable distance within 10Km radius from the work site under cover which minimum temperature of laying & rolling along with the temperature of bitumen, aggregate & mixed metal according to the viscosity grade must be sustained as per annex "A" of IRC:27, Table 28. Agency will provide the suitable facility to check the activates of Hot Mix Plant during & before execution.
- xi. The prospective bidders or any of their constituent partner shall neither have abandoned any work nor any of their contract have been rescinded during the last 05 (five) years. Such abandonment or rescission will be considered as disqualification towards eligibility. **(A declaration in this respect through affidavit has to be furnished in prescribed format by the prospective bidders without which the Technical Bid shall be treated as non-responsive.)**
- 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) Mobilisation advance, time / cost over run and consequent cost escalation for any material, labour, etc. will not be allowed.
- 8) The offer shall remain valid for 180 days from the date of opening of the tender.
- 9) 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.
- 10) 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.

- 11) 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 their 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.(Buildings& Road Scheduled) 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. The Chief 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 their own cost and to the full satisfaction of E-I-C without any claim for payment.
- 12) Precautions during works :** The contractor shall carefully execute the work without disturbing or damaging underground or overhead service utilities viz. Electricity, Telephones, Gas, Water pipes, Sewers etc. In case disturbances of service utilities is found unavoidable the matter should immediately be brought to the notice of the Engineer-in-Charge and necessary precautionary measures as would be directed by the Engineer-in-Charge shall be carried out at the cost and expenses of the contractor. If the service utilities are damaged or disturbed in any way by the contractor during execution of the work, the cost of rectification or restoration of damages as would be fixed by the Engineer-in Charge concerned will be recovered from the contractor. Testing of qualities of materials and workmanship : All materials and workmanship shall be in accordance with the specifications laid down in the contract and also as per relevant IS codes and the Engineer-In-Charge reserves the right to test, examine and measure the materials/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.
- 13) 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.
- 14) Additional Performance Security Deposit:**
As per order of Finance Department, Govt. of West Bengal vide memo no. 4608-F(Y) dated:18/07/2018, an additional Performance Security amounting to 10% of the tendered amount shall be obtained from the successful bidder if the accepted bid value is 80% less of the estimate put to tender and to be submitted in the form of Bank Guarantee from nationalized / schedule Bank of India on its Kolkata Branch drawn in favour of **New Town Kolkata Development Authority**. The Bank Guarantee shall have to be valid upto end of the contract period and shall be renewed accordingly if required. The Additional Performance Security shall be forfeited at any time during the pendency of the contract period.

15) Security Deposit:

Retention money towards performance Security amounting to 1% (*one percent*) of the value of the work apart from the 2% earnest money of the quoted amount 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.

16) Date and Time Schedule:

Sl. No.	Particulars	Date & Time
1.	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	14/09/2022
2.	Documents download start date (Online)	14/09/2022 from 6:00P.M.
3.	Documents download end date (Online)	11/10/2022 upto 11:00A.M.
5.	Bid submission start date (Online)	14/09/2022 from 6:00P.M.
6.	Bid submission closing date (Online)	11/10/2022 upto 11:00A.M.
7.	Bid opening date for Technical Proposals (Online)	13/10/2022 at 11:00 A.M.
8.	Last Date of uploading list for Technically Qualified Bidder(online)	Will be intimated in due course
9.	Date for opening of Financial Proposal (Online).	Will be intimated in due course

17) (a) Earnest Money for the successful tenderer will be retained and converted as Initial Security deposit. The Balance security deposit @ 1% will be deducted from on-going bills to cover 3% of the total value of work done.

(b) The security deposit for the original work of the successful tenderer will be refunded after defect liability period is over as stipulated in relevant clause of the tender document.

18) The tenderers are bound by the terms & conditions of WBF 2911(ii) 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.

19) Income Tax, GST 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.

20) 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.

21) 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.

22) Prospective applicants are advised to note carefully the eligibility criteria before tendering the bids.

- 23) Conditional / Incomplete tender will not be accepted under any circumstances.**
- 24) The intending tenderers are required to quote the rate *online*.**
- 25) 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 there to and the rules made and order issued there under from time to time.
- 26) 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.
- 27) Before issuance of WORK ORDER, 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.
- 28) 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.
- 29) The successful Tenderer whose tender is accepted shall make formal agreement in WBF 2911 (ii) along with bid documents in triplicate, within 7 (seven) days from the date of issue of work order 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 Earnest Money will be forfeited as per relevant clauses under memorandum of WBF 2911(ii).
- 30) 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.
- 31) No. price preference and other concession will be allowed as per order no 8648 – F(T) dated 12.10.2012.**
- 32) 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.
- 33) Unless otherwise stipulated, all the works are to be done as per general conditions and general specifications of the 'PWD (W.B) Schedule of Rates for Building Works', Sanitary & Plumbing and PWD (WB) Roads for the working area.

- 34) 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.
- 35) 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.
- 36) 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.
- 37) 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.
- 38) Arbitration clause of WBF 2911(ii) stands deleted, Settlement of disputes & arbitration shall be according to the '**Memorandum**' for the modifications of clause relating to settlement of disputes under conditions of contract vide no. 8182-F(Y) dated: Kolkata, the 26th September, 2012 of Secretary to the Govt. of West Bengal, Finance Department, Audit Branch.
- 39) 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.

SPECIAL TERMS AND CONDITION

1. General:

Unless otherwise stipulated all the works are to be done as per general conditions and general specifications as mentioned in the Public Works (Roads) Department Schedule of Rates for Road works, Bridge & Culvert Works and Carriage etc. in different district of West Bengal for the working area including up-to-date addenda and corrigenda, if any, issued by the competent authority, or in Public Works Department Schedule of Rates for Building Works & Materials & Labour and Sanitary & Plumbing Works as applicable. For general conditions and general specifications of items of works including supply and carriage works, not appearing in the aforesaid Departmental Schedule, relevant latest edition of the book of name Specification for Road and Bridge Works" of the M.O.R.T. & H., Surface Transport (Roads Wing), Government of India, published by Indian Roads Congress, New Delhi, for the specification of various works will be considered.

2 Definition of Engineer-in-Charge and commencement of work :

The word "Engineer-in-Charge" means the Executive Engineer of New Town Kolkata Development Authority. The work shall have to be taken up within seven days of the receipt of the work order or otherwise mentioned therein. Failure to do so will constitute a violation of the contract stipulation as regards of proportionate progress and timely completion of work and the contractor will thereby make himself liable to pay compensation or other penal action as per stipulation of the printed tender form & other contract documents.

3. **Terms & Conditions in extended period :**

As the case may be when an extension of time for completion of work is granted by the Engineer-in-Charge against proper reasonings, it will be taken for granted by the working contractor that the validity of the contract is extended automatically upto the extended period with all terms and conditions rates etc. remaining unaltered, i.e. the tender is revalidated upto the extended period.]

4. **Co-operation with other agencies and damages and safety of road users :**

All works are to be carried out in close co-operation with the Department and other contract or contracts that may be working in the area of work. The work should also be carried out with due regard to the convenience of the road users and occupants of the adjacent locality, if any. All arrangements and programme of work must be adjusted accordingly. All precautions must be taken to guard against chances of injury or accidents to workers, road users, occupants of the adjacent locality etc. The contractor must see that all damages to any property which, in the opinion of the Engineer-in-Charge are due to the negligence of the contractor are promptly rectified by the contractor at his own cost and expenses and according to the direction and satisfaction of the Engineer-in-Charge.

5. **Incidental and other charges :**

The contractor shall arrange for all means of transport including railways wagons required for carriage and supply of materials and also the materials required for the construction work. The Department may however, at their own discretion grant necessary certificates, if required, for booking of railways wagons etc. But, in case of failure of the department to help the contractor in this respect, the contractor will have arrange at his own initiative so that progress of work will not hamper and no claim whatever on this ground will be entertained under any circumstances. If railways facilities are not available, the contractor will have to depend on transport of materials by road as necessary to complete the work without claiming any extra payment from department in this regard. The contractor must consider this aspect while quoting rate.

Incidental and other charges :

The cost of all materials, hire charges to Tools and plants, labour, Corporation/Municipal Fees for water supply, Royalty or road materials (if any), electricity and other charges of Municipalities or statutory local bodies, ferry charges, Toll charges, loading and unloading charges, handling chargers, overhead charges etc. will be deemed to have been covered by the rates quoted by the contractor inclusive of also Sales Tax (Central and/or State), Income Tax, Octroi Duty/Terminal Tax, Turnover Tax, GST etc. All other charges for the execution of the specified work, including supply of materials and related carriage, complete or finished in all respect upto the entire satisfaction of the Engineer-in-charge of the work. No extra claim in this regard beyond the specified rate as per work schedule whatsoever in this respect will be entertained.

**Executive Engineer–I
New Town Kolkata Development Authority**

Memo. No. 7826 /1(8)/ NKDA / Engg – 36 / 2010 (XIII)

Date: 14/09/2022

Copy forwarded for information to:-

1. Chief Executive Officer, NKDA.
2. Chief Engineer, NKDA.
3. Finance Office, NKDA.
4. Assistant Engineer, NKDA.
5. Sr. Accountant / Cashier, NKDA.
6. P.A to Hon'ble Chairman, NKDA.
7. Office Notice Board. NKDA.
8. Official Website of NKDA (www.nkdamar.org) & www.wbtenders.gov.in

**Executive Engineer-I,
New Town Kolkata Development Authority**