



NEWTOWN 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: 3237/NKDA /Engg (SWM)/SWC-01/2024

Dated: 08/05/2025

NOTICE INVITING e-TENDER: 01/NKDA/SE-SWM/2025-26 (2ND CALL)

The Executive Engineer-Solid Waste Management, NKDA on behalf of the Superintending Engineer, NKDA invites sealed competitive Tender on 'Item rate' Basis (Two-part System) from reliable and resourceful Companies/Firms/Contractors having experience and acumen in operation of work as noted below the eligibility and depicted hereunder for participating in the e-Tender.

1.	Name of Work:		Daily collection of solid waste (Dry Waste & Wet Waste) from AA I of New Town & its adjoining areas, transportation, stacking and spreading the waste at specified disposal ground or waste processing plant as will be assigned by NKDA for a period of 5(Five) years.
2.	Scope of Work		Daily collection of segregated wastes in separate designated bins from household and from public places, Markets, Community Halls and other establishments within Action Area I and its adjoining areas, transportation the same at the specified disposal ground or waste processing Units as the case may be for a period of 5 years.
3.	Location of Work:		Action Area I and its adjoining areas of Newtown, Kolkata, West Bengal.
4.	Eligibility to participate in the Tender		Having experience and technical acumen for managing Municipal Conservancy services in the field of Solid Waste Management, MRF, Street sweeping during last five financial years in any Government Department/Board/Semi-Govt./Corporation/Statutory Authority/Local Bodies/Undertaking etc. of single <u>annual contract value</u> not less than Rs. 0.75 crore. OR Having experience and technical acumen for managing Municipal Conservancy services in the field of Solid Waste Management, MRF, Street sweeping during last five financial years in any Government Department/Board/Semi-Govt./Corporation/Statutory Authority/Local Bodies/Undertaking etc. of two <u>annual contract value</u> not less than Rs. 0.625 crore. OR Having experience and technical acumen for managing Municipal Conservancy services in the field of Solid Waste Management, MRF, Street sweeping during last five financial years in any Government Department/Board/Semi-Govt./Corporation/Statutory Authority/Local Bodies/Undertaking etc. of single running work and completed more than 75% of work and value of work completed not less than Rs. 0.75 crore within a year. AND Having sufficient qualified technical personnel like one Co-ordinator for managing the system of effective collection, Transportation & its disposal, one Nirmal Sathi each for every 200 households with experience in operation of similar nature of works. AND Having annual turnover of at least Rs. 1.00 Core or above in any one year of last five Financial years. AND

			Having valid VAT/GST registration Certificate, P. Tax clearance Certificates, PAN Card. IT Return acknowledgement for AY 2024-25																		
			AND																		
			Currently issued Bank Solvency Certificate of value not less than 0.50 Crore																		
			Note: a) Only works of nature depicted above completed successfully will be treated as credential. b) If the contract of work made for more than one year, then value of completed works to be divided by the no. of years of the contract to arrive annual contract value.																		
5.	Documents to be produced in support of Credential for Tender Part-I(Prequalification Documents)		A successful performance and completion certificate supplemented with work order along with payment certificate issued by the competent authority shall have to be furnished in support of credibility in terms with eligibility criteria depicted in this Notice (Ref:Sl. No. 4: Eligibility to participate in the Tender). Besides this, following documents shall have to be furnished:																		
		a.	Particulars of ownership/partnership or Board of Directors pertaining to the Organization/Company/Firm																		
		b.	Copies of valid PAN Card, GST Registration, Professional Tax clearance Certificate, IT Return for last three assessment year (AY 2024 – 2025, 2023 – 2024 & 2022 – 2023)																		
		c.	Bank solvency Certificate not less than Rs. 0.50 cores issued by any nationalized Bank not prior than three months from the date of publication of tender and																		
		d.	Valid documents in support of annual Turnover.																		
		e.	List of machines and equipment's necessary for successful operation of work.																		
		f.	Experience and address, fax & telephone nos., mobile no., & E-mail ID of the firm.																		
			<u>All documents in original to be produced in due course of time as & when asked by the Tender inviting authority.</u>																		
6.	Earnest Money		2% of the Quoted Tender price in two parts, vise.																		
		a.	Rs. 8,00,000.00 (Rupees Eight Lakh only) as an initial Earnest Money Deposit shall accompany with Tender Proposal, in favour of the "The Chief Executive Officer, NKDA payable at Kolkata,"																		
		b.	Earnest Money Deposit i.e. 2% of Tender amount beyond Rs.8, 00,000.00 (if any) shall have to be deposited after acceptance of Tender Proposal.																		
			<i>Note:- The Earnest Money, as specified in this NleT shall be paid by online internet bank transfer or NEFT or RTGS (as per GO No. 3975-F(Y) dt. 28.07.2016 of Finance Dept., Govt. Of West Bengal). Every such Transfer shall be done on or after the date of publish of NleT. Any Tender without such Transfer of EM (Except exemption as per G.O.) shall be treated as informal and shall be automatically cancelled. Online transfer of Earnest Money receipt (Scanned copy) shall be uploaded as Statutory document.</i>																		
7.	Cost price of Tender documents		NIL for participating tender. Successful Bidder will pay Rs. 2,500.00 (Two thousand five hundred only) for each set of tender documents at the time of agreement. [Three sets of documents are required for necessary agreement]																		
8.	Date and Time Schedule		<table><tr><th>Sl. No.</th><th>Particulars</th><th>Date and Time</th></tr><tr><td>a)</td><td>Date of uploading of NleT. and Tender Documents online) (Publishing Date)</td><td>08/05/2025</td></tr><tr><td>b)</td><td>Documents download/sell start date (Online)</td><td>09/05/2025 from 10: 00 AM</td></tr><tr><td>c)</td><td>Date of Pre-Tender Meeting with the intending Tenderer's In the office of the Chief Engineer, NKDA, 3rd Floor, Administrative Building, Newtown Development Authority, Plot No DG – 13, Action Area ID, Kolkata – 156.</td><td>16/05/2025 at 3: 00 PM</td></tr><tr><td>d)</td><td>Tender submission starting date (On line)</td><td>09/05/2025 from 10: 00 AM</td></tr><tr><td>e)</td><td>Tender Submission closing date (On line)</td><td>02/06/2025 at 2: 00</td></tr></table>	Sl. No.	Particulars	Date and Time	a)	Date of uploading of NleT. and Tender Documents online) (Publishing Date)	08/05/2025	b)	Documents download/sell start date (Online)	09/05/2025 from 10: 00 AM	c)	Date of Pre-Tender Meeting with the intending Tenderer's In the office of the Chief Engineer, NKDA, 3 rd Floor, Administrative Building, Newtown Development Authority, Plot No DG – 13, Action Area ID, Kolkata – 156.	16/05/2025 at 3: 00 PM	d)	Tender submission starting date (On line)	09/05/2025 from 10: 00 AM	e)	Tender Submission closing date (On line)	02/06/2025 at 2: 00
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					P.M	
			f)	Tender opening date for Technical Proposals (Online)	04/06/2025n at 4: 30 P.M.	
			g)	Date of uploading list for Technically Qualified Tenderer's (online)	To be notified later	
			h)	Date and Place for opening of Financial Proposal (Online)	To be notified during uploading of Technical Evaluation Sheet of Tenderer's	
			i)	Date of uploading of list of qualified Tenderer's along with the offer rates through (on line),	To be notified later.	
			j)	Also if necessary for further negotiation Through offline for final rate.	To be notified later.	
9.	Time of completion		Time of completion of the Contract is 1825 (One thousand eight Hundred and twenty-five) calendar days from the date of issue of Work Order.			
10.	Site inspection & general information		Intending Tenderer's are required to inspect the site of the Project with particular reference to location, nos. of households, Markets, Office establishments and its respective Road networks to be covered and infrastructure facilities. They are also to make a careful study with regard to availability of spaces for garaging vehicles and all relevant factors as might affect their rates and prices.			
11.	Tender documents		A full set of Tender documents consists of 2 Parts. These are PART I:- Containing all documents in relation to the name of the firm applied for and credential possessed along with all documents as depicted in Sl. No. 4 along with this NleT and its all corrigenda's. And <u>Section A:</u> Description of the Project. <u>Section B:</u> Conditions & requirements for-Tendering. <u>Section C:</u> General conditions of the Contract. & <u>Section D:</u> ANNEXURES Annexure under Section D: i. Key Plans showing boundary of operation & PART II:- Containing the Following Document. Tender Price / Price Schedule (.xls format)			
12.	Validity of Tender		A Tender once submitted shall remain valid for a period of 180 calendar days from the date set for opening of Tenders. Any extension of this validity period if required will be subject to concurrence of the Tenderer's.			
13.	Withdrawal of Tender		A Tender once submitted shall not be withdrawn within the validity period of 180 days. If any Tenderer/Tenderer's withdraw his/their Tender(s) within the validity period then Earnest Money as deposited by him/them will be forfeited and even a legal action may be taken by Authority.			
14.	Acceptance of Tender		The Chief Executive Officer on approval of the "Board of NKDA" will accept the Tender. He /She does not bind himself/herself to accept otherwise the lowest Tender and reserves to himself/herself the right to reject any or all of the Tenders received without assigning any reason thereof.			
15.	Intimation		The successful Tenderer will be notified in writing of the acceptance of his Tender. The Tenderer then becomes the "Contractor" and he shall forthwith take steps to execute Formal Contract Agreement in appropriate BF No 2911(ii) and fulfil all his obligations as required by the Contract.			
16.	Escalation of Cost		There will be no escalation in contract price mentioned in the contract and stands valid till completion of the contract, and other obligation, if any.			

17.	Name & address of Engineer-In-Charge (EIC) of the Work		Executive Engineer (SWM), NKDA
18.	Operation of Work		The Contractor is liable to execute the whole work as per direction and instruction of the Executive Engineer (SWM), NKDA who is the "Engineer in Charge" of the work.
19.	Payment		Payment will be made to the successful Tenderer by the "Chief Executive Officer, NKDA" periodically only on receipt of written recommendation from the Chief Engineer, NKDA.
20.	Influence		Any attempt to exercise undue influence in the matter of acceptance of Tender is strictly prohibited and any Tenderer who resorts to this will render his Tender liable to rejection.
<u>Following clauses are to be adhering to by the concerned Tenderer during the process of Tendering.</u>			
21.	In case office faces sudden closure owing to reason beyond the scope and control of the authority, any of last date/dates as schedule in Sl. No 8 may be extended up-to/to next and following working day without issuing further and separate notice should the "authority", feels it to be necessary and exigent.		
22.	Persons having authenticated and having registered Power of Attorney may be considered lawfully becoming to be acting on and for behalf of the Tenderer.		
23.	Sufficient care has been taken to avoid variance in between the contents of the listed documents in the Tender. 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.		
24.	Imposition of any 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 Tenderer/Contractor strictly. However, rate to be quoted by the Bidder(s) without considering GST @ 18%.		
25.	Tender Acceptance Authority is the Tender Accepting Authority as assigned by the Development Authority.		
26.	In case of any dispute arising from any clauses of similar nature between Tender documents and BF No 2911(ii) & IS Specifications, the decision of the Chief Engineer, NKDA, will be final and binding.		
27.	All usual deductions for taxes as applicable i.e. IT, and Labour welfare cess etc. as applicable will be made from the bills from time to time.		
28.	No conditional Tender shall be entertained.		
29.	Successful Tenderer will have to submit the break-up supported with analysis of the cost of each activity involve for complete operation of work.		
30.	The Tenderer, at the Tenderer'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 participating in the Tender 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 Tenderer's own expense. Traffic management and operation shall be the responsibility of the Agency at his/her/their risk and cost.		
31.	Prospective applicants are advised to note carefully the minimum qualification criteria as Mentioned in 'Instructions to Tenderers' before Tendering.		
32.	During scrutiny, if it is come to the notice to Tender inviting authority that the credential or any other papers found incorrect/manufactured/fabricated, then Tenderer will not be allowed to participate in the Tender and that application will be out rightly rejected without any prejudice.		
33.	Before issuance of the work order, the Tender inviting authority may verify the Credential & other documents with the original of the lowest Tenderer if found necessary. After verification, if it is found that such documents submitted by the lowest Tenderer is either manufacture or false, in that case, L.O.A./ work order will not be issued in favour of the Tenderer under any circumstances.		
34.	If any discrepancy arises between two similar clauses of Tender document or on different notifications, the decision of "Chief Engineer, NKDA is final & binding.		
35.	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.		
36.	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.		
37.	Any legal matter will be settled within the jurisdiction of Hon'ble District Judges Court at Barasat, Dist.-North 24 Parganas, West Bengal.		
38.	Tenderer would be at liberty to point out any ambiguities, contradictions, omissions etc. seeking clarifications thereof or interpretation of any of the conditions of the Tender documents before the Tender Inviting Authority in writing 48 hours prior to Pre-Bid Meeting, beyond such period no representation in that behalf will be entertained by the Tender Inviting Authority.		
39.	The successful Tenderer will remain liable for following with West Bengal Contract Labour (Regulation & Abolition) Act 1970		

	and necessary certificates from appropriate authority to be submitted within 07 (seven) days from the date of issue of work order, otherwise the work order may be cancelled.
40.	Additional Security Deposit @ 8% (eight percent) will be deducted from each and every running bill. The entire amount of such 10% (ten percent) of Security Deposit (Initial 2% EM + additional 8%) will be refunded without any interest only after successful completion of the whole work in all respect after full satisfaction of E.I.C.
41.	The successful Tenderer has to provide detailed estimate along with rate analysis (if any) for the works with all necessary break up elaborately for comparison of rate with departmental estimate if asked by the concerned authority before acceptance of Tender which will be treated as part of the Tender document.
42.	The requisite cost of Earnest Money, as specified in this NleT shall be paid by online internet bank transfer or NEFT or RTGS (as per GO No. 3975-F(Y) dt. 28.07.2016 of Finance Deptt., Govt. of West Bengal). Every such Transfer shall be done on or after the date of publish of NleT. Any Tender without such Transfer of EM (Except exemption as per G.O.) shall be treated as informal and shall be automatically cancelled. Online transfer of Earnest Money receipt (Scanned copy) shall be uploaded as Statutory document
43.	The Tenderers quoting rate in BOQ will be treated as the "Quoted rate inclusive of all type of taxes for Central Govt., State Govt., and any other Statutory body as admissible by rules and regulation of the Government (Central/State) time to time except GST @ 18%. Therefore. all usual deductions for taxes as applicable i.e., IT, Labour welfare cess etc. will be deducted from the bills submitted by contractor time to time for their works. No extra claim in any circumstances beyond the quoted rate in uploaded BOQ will be entertained.

Sd/-
Executive Engineer-SWM
NKDA

Memo No: 3237/1(11)NKDA/Engg (SWM)/SWC-01/2024
Copy forwarded for kind information :-

Dated: 08/05/2025

1. Chief Executive Officer, NKDA
2. Chief Engineer, NKDA
3. Administrative Officer, NKDA
4. Finance officer, NKDA
5. Assistant Engineer (Roads & Building), NKDA
6. Sr. Accountant / Cashier, NKDA.
7. PA to Hon'ble Chairman, NKDA
8. PA to Member Secretary, NKDA
9. Office Notice Board.
10. Official website of NKDA (www.nkdamar.org).
11. Official Website of Govt. of W.B. (www.wbtenders.gov.in)

Sd/-
Executive Engineer-SWM
NKDA

INSTRUCTION TO TENDERER/TENDERERS

SECTION – A-I

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 <https://wb.tender.gov.in> The Tenderer is to click on the link for e-Tendering site as given on the web portal.

3. Digital Signature certificate (DSC)

Each Tenderer is required to obtain a class-II or Class-III Digital Signature Certificate (DSC) for submission of Tenders, from the service provider of the National Information's Centre (NIC) or any other bonafide service provider on payment of requisite amount. Details are available at the Web Site stated in Clause 2 of Guideline to Tenderer. DSC is given as a USB e-Token.

4. The contractor can search and download NleT and Tender Documents

Electronically from computer once he logs on to the website mentioned in Clause 2 using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

5. Submission of Tenders.

General process of submission, Tenders are to be submitted through online to the website stated in Cl. 2 in two folders at a time for each work, one in Technical Proposal and the other is Financial Proposal before the prescribed date and time using the Digital Signature Certificate (DSC) the documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non- readable formats).

A. Technical proposal

The Technical proposal should contain scanned copies of the following further two covers (folders).

A-1. Statutory Cover Containing

1. Prequalification Document

- i. As per Sl. No. 4
- ii. Prequalification Application (Sec-B, Form – I)
- iii. **Online transfer of Earnest Money receipt. (Scanned copy)**

2. NleT (download and upload the same Digitally Signed)

3. Technical Document (To be filled, scanned & digitally signed)

- i. Financial Statement (Section – B, Form – II).
- ii. Affidavits (Ref: Declaration of The Tenderer)
- iii. Bank Solvency Certificate.
- iv. Form III & IV of Section B.
- v. Declaration by the Tenderer.
- vi. Annexure V & Annexure X

A-2. Non- statutory Cover Containing/My Documents

- i. Professional Tax (PT) deposit receipt Challan (up to date), PAN Card, IT, IT Return for the last three Assessment year counting from present Assessment year, VAT Registration Certificate (up to date).
- ii. Registration Certificate under Company Act. (if any).
- iii. Registered Deed of partnership Firm/ Article of Association and Memorandum
- iv. Power of Attorney (For Partnership Firm/ Private Limited Company, if any)
- v. Audited Report along with Balance Sheet and Profit and Loss A/c certified by Auditors/Chartered Accountant for the last

three years (year just preceding the current Financial Year will be considered as year – I)

vi. Clearance Certificate for the Current Year issued by the Assistant Registrar of Co-Op(S) (ARCS) bye laws are to be submitted by the Registered labour Co-Op(S) Engineers' Co.-Opt.(S)

vii. List of machineries possessed by own/arranged through lease deed along with authenticated documents of lease / sub-lease / hire basis etc.

viii. List of technical staff along with structure and organization (Section – B, Form – III).

ix. Credential: Scanned copy of Original Credential Certificate as stated in NleT (under sl. no -3).

Note:- Failure of submission of any of the above- mentioned documents (as stated in A1 and A2) will render the Tender liable to be summarily rejected for both statutory and non-statutory cover.

Intending Tenderers should upload Non-Statutory documents as per following folders in My Document:

E-Tendering system of Government of West Bengal			
Tenderer Document Sub Category Master			
Sl. No.	Category Name	Sub Category Name	Sub Category Description
A	CERTIFICATES		
		A1. CERTIFICATES	1. West Bengal VAT Registration / ST Registration/ PAN / P. Tax 2. Income Tax Acknowledgement Receipt (Latest) 3. E.S.I Registration Certificate.
B	COMPANY DETAILS		
		B1. COMPANY DETAILS	1. Proprietorship Firm (Trade License). 2. Registered Deed of partnership Firm 3. Registration Certificate under Company Act. (if any) Ltd. Company (Incorporation Certificate, Trade License) 4. Power of Attorney (For Partnership Firm/ Private Limited Company, if any) 5. Society (Society Registration copy, Trade License)
C	CREDENTIAL		
		C1. CREDENTIAL	Similar nature Work & Completion Certificates along with work order and payment certificate issued by competent authority (as per Sl No. 4 of NleT)
D	EQUIPMENTS		
		D1. VEHICLES	1. List of Machineries and equipment necessary
		D2. MACHINERIES	

			for successful operation of Work as per NleT
		D3. MISCELLANEOUS MACHINERIES	
E	FINANCIAL INFORMATION		
		E1. P/L & BALANCE SHEET for Assessment year 2022-23, 2023-24 & 2024-25	P/L & BALANCE SHEET (As per NleT)
		E2. PAYMENT CERTIFICATE 1	Payment Certificate in support of valid credential only to be submitted (as per NleT)
		E3. PAYMENT CERTIFICATE 2	
F	MAN POWER		
		F1. TECHNICAL PERSONNEL	1. List of sufficiently qualified technical person (as per SI No 4 of NleT)
		F2. TECHNICAL PERSONNEL ON CONTRACT	1. List of technical personnel employed under the organisation (or on contract basis) in details with name, qualification, experience and address with contact number.
G	DECLARATION	G1. DECLARATION 1	1. Bank Solvency Certificate (As per NleT)
		G2. DECLARATION 2	2. Valid Document in support of annual turnover (As per NleT)
		G3. DECLARATION 3	3. Corrigendum and additional document (if any).

Note: Failure of submission of any of the above-mentioned documents (as stated in A1 & A2) will render the Tender liable to summarily rejected for both statutory & non-statutory cover. All Corrigendum & Addendum Notices, if any, have to be digitally signed & uploaded by the contractor in the Declaration Folder of My Documents.

B. Tender Evaluation

i. Opening and evaluation of Tender: - If any Tenderer is exempted from payment of EMD, copy of relevant Government order needs to be furnished (applicable in case of Registered Labour Co-Operative Society).

ii. Opening of Technical proposal: - Technical proposals will be opened by the Tender Inviting Authority electronically from the website using his/ her Digital signature Certificate.

iii. Cover (folder) of statutory documents (vide Cl. No. 5.A-1) should be opened first and if found in order, cover (Folder) for non-statutory documents (vide. No. – 5.A-2) will be opened. If there is any deficiency in the statutory documents the Tender will summarily be rejected.

iv. Decrypted (transformed in to readable formats) documents of the non-statutory Cover will be downloaded and handed over to the Tender Evaluation Committee. Scrutiny of technical proposal and recommendation thereafter and processing of comparative statement for acceptance etc. will be made by the Authority and referred to the Departmental Tender Committee, under the Dept. of Municipal Affairs, Govt. of West Bengal as per prevailing Order. Comparative Statement may be forwarded to appropriate authority depending on the value of the work as applicable as per existing norms and guidelines

v. Uploading of summary list of technically qualified Tenderers.

vi. Pursuant to scrutiny and decision of the screening committee the summary list of eligible Tenderer and for which their proposal will be considered and uploaded in the web portals.

vii. 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 are not produced within the stipulated time frame, their proposals will be liable for rejection.

C. Financial proposal

As per Sl. 11, Tender Price / Price Schedule are to be uploaded digitally signed by the Tenderer.

6. Financial capacity of a Tenderer will be judged on the basis of working capital and available Tender capacity as mentioned in the NleT to be derived from the information furnished in **FORM-I and II** (Section-B) i.e., Application (for Pre-qualification) and Financial Statement. If an applicant feels that his/their Working Capital beyond own resource may be insufficient, he/they may include with the application a letter of guarantee issued by a first-class Bank to supplement the applicant. This letter of guarantee should be addressed to the Tender Inviting/ Accepting Authority and should guarantee duly specifying the name of the project that in case of contract is awarded to the Tenderer, the Tenderer will be provided with a revolving line of credit Such revolving line of credit should be maintained until the works are taken over by the Authority.

The audited Balance sheet for the last three years, net worth Tender capacity etc. are to be submitted which must demonstrate the soundness of Tenderer financial position, showing long term profitability including an estimated financial projection of the next two years.

7. Penalty for suppression / distortion of facts

Submission of false document by Tenderer is strictly prohibited and in case of such act by the Tenderer the same may be referred to the appropriate authority for prosecution as per relevant IT Act with forfeiture of earnest money forthwith.

8. REJECTION OF TENDER

The Employer (Tender accepting authority) reserves the right to accept or reject any Tender and to cancel the Tendering processes and reject all Tenders 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 whose Tender has been accepted will be notified by the Tender Inviting and Accepting Authority through acceptance letter/ Letter of Acceptance. The Letter of Acceptance will constitute the formation of the Contract.

The Agreement in Printed Tender Form will incorporate all necessary documents e.g. NleT, all addenda-corrigendum, different filled-up forms (Section –B), Price schedule and the same will be executed between the Tender Accepting Authority and the successful Tenderer.

Sd/-
Executive Engineer-SWM
NKDA

SECTION – B

FORM –I

PRE-QUALIFICATION APPLICATION

To
The Executive Engineer-SWM,
Newtown Kolkata Development Authority,
Plot No DG/13, Action Area ID, Newtown, Kolkata - 700156
West Bengal,

Ref: - Tender for_____

(Name of work) _____
_____ NleT No.:

Dear Sir,

Having examined the Statutory, non-statutory and NleT documents, I /we hereby submit all the necessary information and relevant documents for evaluation. The application is made by me / us on behalf of _____ In the capacity _____ duly authorized to submit the order.

The necessary evidence admissible by law in respect of authority assigned to us on behalf of the group of firms for Application and for completion of the contract documents is attached herewith.

We are interested in Tendering for the work(s) given in Enclosure to this letter.

We understand that:

- (a) Tender Inviting and Accepting Authority can amend the scope and value of the contract Tender under this project.
- (b) Tender Inviting and Accepting Authority reserves the right to reject any application without assigning any reason.

Enclo:- e-Filling:-

- 1. Statutory Documents
- 2. Non-Statutory Documents

Date: -

**Signature of applicant including title
and capacity in which application is made.**

SECTION – B**Form - II****FINANCIAL STATEMENT****B.1** Name of Applicant:**B.2** Summary of assets and liabilities on the basis of the audited financial statement of the last 03 (Three) financial years

(Attach copies of the audited financial statement of the last five financial years)

	1 st Year (2023 – 24) Rs. In Lakhs	2 nd Year (2022 – 23) Rs. In Lakhs	3 rd Year (2021 – 22) Rs. In Lakhs
a) Current Assets: (It should not include investment in any other firm)			
b) Current liabilities: (It should include bank overdraft)			
c) Working capital: (a) – (b)			
d) Net worth: (Proprietors Capital or Partners Capital or Paid-up Capital + Reserve and surplus)			
e) Bank loan/ Guarantee: (As per clause G.2. with all sub clauses)			

Work in hand i.e. Work order issued	As on 31.03.2024	As on 31.03.2023	As on 31.03.2022

Signed by an authorized officer of the firm

Title of the officer

Name of the Firm with Seal

Date_____

Declaration of the Tenderer

(Affidavit to be affirmed on a Non-Judicial Stamp Paper of Rs. 10/- and enclosed with the Tender documents which is required to be submitted in time duly)

I, son of
....., aged about years by occupation
..... do hereby solemnly affirm and confirm as follow:

1. That, I am the of have duly authorized by and competent to affirm this affidavit on behalf of the said Tenderer.

2. That, I have inspected the site of work covered under NleT (NleT No.....) circulated through Office memo bearing No -----dated ----- and have made myself fully acquainted with the site conditions existing level/proposed level and local conditions in and around the site of work. I have also carefully and meticulously gone through the Tender documents. Tender of the above named Tenderer is offered and submitted upon due consideration of all factors and if the same is accepted, I on and for behalf of the aforesaid Tenderer, being lawfully and duly authorized, promise to a Tender by all the covenants, conditions and stipulations of the Contractual documents and to carry out, complete the works to the satisfaction of the Tender accepting Authority of the Work and a Tenderer by all instructions as may be given by the Engineer in Charge of the work from time to time. I also hereby undertake to a Tenderer by the provisions of Law including the provisions of Contract Labour (Regulation & Abolition) Act, Apprentice Act 1961, West Bengal Sales Tax Act, VAT Act, Income Tax Act as would be applicable to the Contractor upon entering into formal Contract / agreement with the Tender Inviting/Accepting authority.

3. That I declare that, no relevant information as required to be furnished by the Tenderer has been suppressed in the Tender documents.

4. That the statement above made by me is true to my knowledge.

Deponent
Solemnly affirmed by the said

.....

before me.

.....
(1st class Judicial Magistrate / Notary Public)

SECTION - B

FORM- III

STRUCTURE AND ORGANISATION

A.1 Name of applicant:

A.2 Office Address:

Telephone No and Cell Phone No:

Fax No:

E mail:

A.3 Attach an organization chart showing the structure of the company with names of Key personnel and technical staff with Bio-data. :

Note: Application covers Proprietary Firm, Partnership, Limited Company or Corporation,

Signature of applicant including title

and capacity in which application is made.

SECTION - B

FORM – IV

C. DEPLOYMENT OF MACHINERIES (in favour of owner / lessee) :

(Original document of own possession arranged through lease deed to be annexed)

(If engaged before Certificate from E.I.C. to be annexed in respect of anticipated dated of release of Machineries.)

Name of Machine / equipment relevant for proposed job/work	Make	Type	Capacity	Motor / Engine No.	Machine No.	Possession Status		Date of release If engaged
						Idle	Engaged	

For each item of equipment, the application should attach copies of

- (i) Document showing proof of full payment, (ii) Receipt of Delivery,
- (iii) Road Challan from Factory to delivery spot, is to be furnished.
- (iv) Authorization from the owner for a period of 5 years if hired

Signature of applicant including title

And capacity in which application is made.

Copy forwarded for information to-

1. The Member Secretary, NKDA
2. The Chief Executive Officer, NKDA
3. The Chief Engineer, NKDA.
4. The Chief Engineer (South), M.E. Directorate, Bikash Bhawan, Salt Lake City, Kolkata- 700091.
5. The Director, SUDA, ILGUS Bhawan, Salt Lake City, Kolkata.
6. The Executive Engineer, SWM Department, NKDA.
7. The Finance Officer, NKDA.
8. The PA to the Hon'ble Chairman, NKDA,
9. The PA to the Member Secretary, NKDA.
10. The PA to the Chief Executive Officer, NKDA.
11. The Media Officer, Department of Information and Cultural Affairs, Writers Buildings, Kolkata- 700001
12. NKDA Website for uploading the Notice.
13. Notice Board.
14. Respective File.

Sd/-
Executive Engineer-SWM
NKDA

SECTION – A

DESCRIPTION OF THE PROJECT

1.0 GENERAL

The work involves daily collection of segregated wastes (Dry & Wet separately) from each household, Office Buildings, Commercial Establishments, Community & Hawkers Markets and also from Waste Bins placed at different portion of roads. The collected wastes are to be sent to Treatment Plant / Dump site as the case may be by providing proper and sufficient numbers of Dumpers/Compactors etc.

2.0 LOCATION

Action Area I and its adjoining areas of Newtown, Kolkata, West Bengal.

3.0 SCOPE OF WORK

- (i) The scope of work includes;
- a. Primary collection system:

It is the responsibility of the Contractor to provide requisite nos. of water tight Dual Compartment Trippers along with Drivers and two collectors (henceforth called as **Nirmal Bandhu**) so that primary collection must be completed within 2.00 pm of each day. After reaching at household for collection of waste, one Nirmal Bandhu will scan RFD Tag already installed by the authority in support of their presence at the respective household. If they found any RFD Tag which is not functional or if such Tag is not yet installed, they will intimate immediately to the authority stating Plot No/ Premises No & Street Number so that the Tag in question may be rectified/installed by the authority. After scanning, Nirmal Bandhu will check quality of segregated wastes. If such wastes are not properly segregated, they will be brought to the notice of Secretary/President/owner of the Building and will not clear the wastes at least after 3 such incidence in a row. It is also the responsibility of the contractor to provide one Supervisor (henceforth called as Nirmal Sathi) for every **200** premises. The function of **Nirmal Sathi** is to visit each household during collection of wastes and to assess quality of segregated wastes. If the quality of segregation is not good and not acceptable, he will inform the same to the authority without collecting such wastes from the respective household. All activities in relation with primary collection systems are to be started from 6.00 AM and to be completed within 2.00 PM every day.

- b. Secondary Collection System:

Segregated wet wastes so collected from each household/establishment are then to be transferred at designated Transfer Station for transferring to big haulage auto dumper and then to be shifted to designated Treatment Plant / Dumping site.

Similarly, segregated dry wastes to be transferred to big haulage auto dumpers from dual compartment Trippers and then transferred to designated MRF sites.

- c. Transportation:

Residue of dry wastes after recycling/ reuse to be transferred to big haulage auto dumpers and then transferred to designated dump sites.

3.1 Minimum Nos. of vehicles to be deployed by the successful Bidder;

The Contractor is liable to provide following numbers of vehicles of different categories for successful collection and transportation of Wastes. However, the stated numbers are indicative only. The Contractor will liable to provide sufficient numbers of vehicles in such a fashion so that the entire process will be completed by 3.00 PM daily. He/They is/are also liable to keep requisite numbers vehicles as stand by so that in case of break down or any other incidents, the defective vehicle(s) can be replaced immediately without hampering the operations.

Number & type of Vehicles to be deployed					Remarks
Dual Compartment Tripper (Blue & Green) of standard volume	Auto Lifting Dumper	Compactor	JCB	Dozer of 150 Hp	
16	8	3	7	1	

Sd/-
Executive Engineer-SWM
NKDA

SECTION - B
CONDITIONS & REQUIREMENTS FOR TENDERING

1. Submission of e-Tender document will not be allowed beyond the schedule time indicated in the e-Tender Notice.
2. Each Tenderer shall upload his offer in envelopes (statutory and non-statutory) & .xls sheet after digitally signed super scribing the name of the work, name & address of the Tenderer, NIB No and date of submission of the e-Tender.
3. Each page of the e-Tender documents, drawing etc. has to be digitally signed / initiated by the authorized signatory.
4. No e-Tender proposal will be entertained without the earnest money being submitted as indicated in the NIB. No interest will be allowed for the said earnest money and the Tender issuing authority will hold the same till finalization of the e-Tender.
5. Any conditional e-Tender will be liable for rejection.
6. The Tender inviting Authority reserves the right to reserve or amend the e-Tender documents prior to the date notified for submission of the e-Tender or also to extend the time mentioned in the NIB under intimation to the Tenderers.
7. e-Tender once offered cannot be withdrawn within a period of 120 calendar days from the date set for opening of e-Tenders. Any extension of this validity period if required will be subject to concurrence of the Tenderers.
8. Tenderers would be at liberty to point out any ambiguities, contradictions, omissions, etc. seeking clarifications thereof or interpretation of any of the conditions of the e-Tender documents before the Tender Inviting Authority by uploading his/her doubt within a period of Forty-eight hours before the date of Pre-Tender meeting as per schedule.
9. Written clarification or amendments etc. as may be issued by the Tender Inviting Authority in pursuance to the representation made by the intending Tenderers under Clause 10 above shall be final and binding on the Tenderers and shall form a part of the e-Tender documents. Tender Inviting Authority however, reserves the right to have pre-Tender conference with the intending Tenderers if deemed necessary. Any point or irregularities or questions could not be raised after expiry of pre-Tender meeting.
11. If expenses incurred for site inspection and all activities in the preparation and uploading of the e-Tender shall be borne by the Tenderers.
12. Extra claim or any concession on the ground of insufficient data or information and absence of knowledge of conditions prevailing at the site or situation arising during the operation of the work shall not be entertained.
13. e-Tender, which have been considered valid on the result of general examination (Prequalification stage) at the time of opening, shall be subjected to subsequent detail scrutiny. Notwithstanding the general examination carried out earlier, the Tender Inviting authority reserves the right of rejection of any e-Tender, which may be found to be defective during the detail scrutiny.
14. Tenderers before uploading the e-Tender documents shall have to ensure that "Declaration by the e-Tenderer" in the pro-forma set out in the e-Tender documents is to be filed separately with the e-Tender documents in the form of Affidavit to be affirmed by the same person signing the Tender documents.
15. The Tender inviting authority reserves the right to accept or reject any or all of the e-Tender received or to split up the work in groups or to relax any clause without assigning any reason thereof.
16. This set of Tender documents consists of:
 - a. Detail Notice inviting Tender.
 - b. Declaration by the e-Tenderer.
 - c. Main Tender Documents consists of PART I & PART II (Technical) & financial (.xls format)

d. BF Form No 2911 (ii).

Sd/-

***Executive Engineer-SWM
NKDA***

SECTION – C

GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS AND INTERPRETATION

(1) In the Contract, as hereinafter defined, the following words and expressions shall have to be meanings hereby assigned to them, except where the context otherwise requires:

(a) "Approved" means approved in writing, including subsequent written confirmation of previous verbal approval and "approval" means approval in writing, including as aforesaid. "However, in spite of approval from Competent Authority contractor is solely responsible for design-cum-operation of the whole project as it is turnkey job"

(b) Authority means the "The Chief Executive Officer" or his authorized representative.

(c) "Bank" means the "State Bank of India" or any other Nationalized Bank.

(d) "Calendar day" means a period of twenty-four hours extending from midnight to midnight.

(e) "Cash" includes cheque, bank drafts and any other payment voucher authorizing payment from any bank or treasury.

(f) "Contractor" means the person or persons, firm or Corporation who have entered into the contract for the performance of the work.

(g) "Contract price" means the sum as stated in the Tender submitted by the contractor subject to such additions there to or deductions therefore as may be made under the provisions of the contract documents and accepted by the Employer.

(h) "Constructional Plant" means all appliances or things of whatsoever nature required in or about the operation or maintenance of the works but do not include materials or other things intended to form or forming part of the permanent works.

(i) Action Area means the area described in the NKDA Act;

(j) "Employer" means "The Chief Executive Officer, NKDA"

(l) "Engineer in Charge" means the Executive Engineer, Solid Waste Department, NKDA.

(k) "Engineer's Representatives" means any Assistant Engineer or Sub-Assistant Engineer or any Technical Personnel of works appointed from time to time by the Employer or the Engineer to perform the duties set forth hereof, whose authority shall be notified in writing to the Contractor by the Engineer-in Charge.

(l) "Holidays" means a public holiday for the purpose of Section 25 of the Negotiable Instruments Act, 1881 or such other day on which the office of the Authority remains closed for the day.

(q) "Month" means English calendar month.

(s) "Road" shall include a street, avenue, lane, by-lane or any other access routes over which a person authorized by the Authority has a right of way.

(t) "Rupees" (or Rs. in abbreviation) shall mean Rupees in Indian Currency.

(x) "Temporary Works" means all temporary works of every kind required in or about the operation or maintenance of vehicles required for the work.

(y) "Tender Date" means the date fixed for receipt of Tenders as per Notice Inviting Tenders or as extended by subsequent notification(s).

(z) "Tenderer" means the person, or persons, Firm, Company or Corporation submitting a Tender for the work contemplated either directly or through a duly authorized representative; (bb)"Time" expressed by hours of the clock shall be according to the Indian Standard Time.

- (2) Singular and Plural: Works importing the singular only also include the plural and vice versa where the context demands.
- (3) Headings or Notes: The headings and marginal notes in these Conditions of Contract shall be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract.
- (4) Cost: The work "cost" shall be deemed to include overhead costs whether on or off the Site.
- (5) Period of completion: The period of completion shall be 1825 One thousand eight hundred and twenty-five Days) after issuing the work order.

2.0. ENGINEER IN CHARGE AND HIS REPRESENTATIVES

- (1) Duties and Powers of Engineer in Charge and his Representative - The Engineer shall carry out such duties in issuing decisions, certificates and orders as are specified in the Contract. Fixation and acceptance of rates for altered or substituted items of work or for additional items of work or their deletion shall however always rest with the same authority (by designation) as had accepted the original Tender.
- (2) Representative(s) shall be responsible to the EIC and his/their duties are to watch and supervise the Works. He shall have no authority to relieve the Contractor of any of his duties or obligations under the Contract, nor accept as expressly provided hereunder or elsewhere in the Contract, to order any work involving delay or any extra payment by the Employer, nor to make any variation of or in the Works.
- (a) If the Contractor shall be dissatisfied by reason of any decision of the Engineer's Representative he shall be entitled to refer the matter to the Chief Engineer, NKDA who shall thereupon confirm, reverse or vary such decision.

3.0 ASSIGNMENT

The Contractor shall not assign the Contract or any part thereof, or any benefit or interest therein or there under, otherwise than a change in the Contractor's bankers of any money due or to become due under this contract, without the prior written consent of the EIC.

4.0 SUBLETTING

The Contractor shall not sublet the whole or any part of the Works. Except where otherwise provided by the Contract, the Contractor shall not sublet any part of the Works without the prior written consent of the Chief Executive Officer, NKDA which shall not be unreasonably withhold and such consent, if given, shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of the said sub-contractor including his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents, servants or workmen, provided always that the provision of labours on a piece-work basis shall not be deemed to be a subletting under this clause.

5.0 CONTRACT DOCUMENTS

(1a) Language: The Contract documents shall be drawn up in the English language. All correspondence, orders, notices etc. shall also be in English.

(1b) Law: The law of India and of the State of West Bengal shall apply to the Contract and the Contract is to be construed accordingly.

(2) Documents Mutually Explanatory: The several documents forming the contract are to be taken as mutually explanatory of one another but in case of ambiguities or discrepancies the same shall be explained and adjusted by the Chief Engineer, NKDA, in terms of the provisions in Clause B-2.3 of the Conditions and Requirements for Tendering (omitted portion) who shall thereafter issue to the Contractor instructions thereon. Provided always that if, in the opinion of the Engineer, compliance with any such instructions shall involve the Contractor in any cost, which by reason of such ambiguity or discrepancy could not reasonably have been foreseen by the Contractor, the Engineer shall certify and shall pay such additional sum as may be reasonable to cover such costs with recommendation of the Superintendent Engineer, NKDA.

6.0 GENERAL OBLIGATION

Contractor's General Responsibilities - The Contractor shall, subject to the provision of the Contract, and with due care and diligence, execute and maintain the Works and supply all labour, including the supervision thereof, equipment, and machinery, tools and all other things whether of a temporary or permanent nature, required for such operation and maintenance, so far as necessary for providing the same is specified in or is reasonably to be inferred from the Contract. The Contractor shall take full responsibility for the adequacy, stability, safety & security of all operations.

7.0. CONTRACT AGREEMENT

The Contractor shall, when called upon to do so, enter into and execute a Contract Agreement, to be prepared and completed in the form annexed with such modification as may be necessary.

8.0. INSPECTION OF SITE

The Tenderer shall be responsible for his own interpretation to see location, distance and location of Transfer Station and MRF sites, Treatment Plant as well as dump site. The Tenderer may also undertake investigations at his own cost local condition, type and numbers of household to be served, condition of approach roads of dump site prior to submission of his offer.

The Tenderer shall also be deemed to have inspected and examined the site and its surroundings and information available in connection with availability of skilled/semi-skilled/unskilled labours and to have satisfied himself, so far as is practicable, before submitting his Tender; as to the form and nature thereof, including the sub-surface conditions, topography. The means of access to the Plant/dump site and the accommodation he may require and, in general shall be deemed to have obtained all necessary information, subject as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his Tender.

9.0 SUFFICIENCY OF TENDER AND ADVERSE PHYSICAL CONDITIONS, ARTIFICIAL OBSTRUCTIONS

The Tenderer shall be deemed to have satisfied himself before submitting Tender as to the correctness and sufficiency of his Tender for the Works and of the rates and prices quoted in the Schedule of prices, which Tender rates and prices shall, except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract and all matters and

10.0. WORK TO BE TO THE SATISFACTION OF ENGINEER IN CHARGE

Save in so far as it is not legally or physically impossible, the Contractor shall operate and maintain the Works in strict accordance with the Contract to the satisfaction of the EIC and shall comply with and adhere strictly to the EIC's instructions and directions on any matter whether mentioned in the Contract or not touching or concerning the Works.

11.0. WORK PROGRAM

(1) Program to be furnished: Within thirty (30) calendar days, the Contractor shall, after the acceptance of his Tender, submit to the EIC for his approval a program showing proposed route for running its primary collections system, Transfer points for shifting segregated waste to big haulage trippers, possible numbers of trips to be undertaken for completion of both collection and sifting/ dumping collected wastes.

(2) If at any time it should appear to the EIC that the actual progress of the Works does not conform to the approved program referred in sub-clause (1) of this Clause, the Contractor shall produce, at the request of the EIC, a revised program showing the modifications to the approved program necessary to ensure completion of the Works within the stipulated time daily.

(3) The submission to and approval by the EIC of such program or the furnishing of such particulars shall not relieve the Contractor of any of his duties or responsibilities under the Contract.

12.0. CONTRACTOR'S SUPERINTENDENCE

The Contractor shall give or provide all necessary superintendence during the operation of the Works and as long thereafter as the Chief Executive Officer on recommendation of the Chief Engineer, NKDA, may consider necessary for the proper fulfilling of the Contractor's obligations under the Contract. The Contractor or a competent and authorized agent or representative approved of in writing by the Chief Executive Officer, NKDA, which approval may at any time be withdrawn, is to be constantly on the Works and shall give his whole time to the Superintendence of the same. If such approval be withdrawn by the Chief Executive Officer, NKDA, the Contractor shall, as soon as is practicable, having regard to the requirement of replacing him as hereinafter mentioned after receiving written notice of such withdraw, remove the agent from the works and shall not thereafter employ him again on the Works in any capacity and shall replace him by another agent approved by the Chief Executive Officer, NKDA. Such authorized agent or representative shall receive, on behalf of the Contractor, direction and instruction from the Chief Engineer, NKDA or subject to the limitations of Clause 2 hereof the Engineer's Representative. The agent or representative of the Contractor must be able to speak and communicate in English/Bengali. In the absence of the Contractor's designated agent or representative for a particular operation on any site of the works the Contractor's supervisory staff or sub-agent or leading hands shall be instructed to receive and carry out any instruction or direction issued or given by the Chief Engineer or the EIC.

13.0. EMPLOYEES

(1) Contractor's Employees - The Contractor shall provide and employ in connection with the operation and maintenance of the Works with requisite numbers of collectors, supervisors, drivers of the vehicle having requisite license.

- a) Such technical assistants as are skilled and experienced in their respective fields, and
- b) Such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely operation and maintenance of the Works.
- c) Employees covered under (a) and (b) may have to be provided with identity cards as specified by the EIC.
- d) The Contractor will provide Uniform to all his employees at his own cost. Logo and name of the authority to be embossed on the uniform to be approved by the EIC. The Contractor is also liable to issue ID Card to all his employees to be validated by the authority

(2) The Engineer shall be at liberty to object to and require the Contractor to remove forthwith from the Work any person employed by the Contractor in or about the operation or maintenance of the Works who, in the opinion of the Executive Engineer, misconducts himself, or is incompetent or negligent in the proper performance of his duties, or whose employment is otherwise considered by the Executive Engineer to be undesirable and such person shall not be again employed upon the Works without the written permission of the Executive Engineer. Any person so removed from the Works shall be replaced as soon as possible by a competent substitute approved by the Executive Engineer.

14.0. WORKS & RISKS

(1) Care of Works: From the commencement of the Works until the date stated in the Certificate of Completion for the whole of the Works, pursuant to Clause 47 hereof, the Contractor shall take full responsibility for the care thereof. In case any damage, loss or injury shall happen to the Works, or to any part thereof, from any cause whatsoever, save and except the expected risks as defined in sub-clause (2) of this Clause, while the Contractor shall be responsible for the care thereof the Contractor shall, at his Own cost, repair and make good the same.

(2) Expected Risks: The 'expected risks' are war, hostilities, invasion, act of foreign enemies, rebellion, revolution insurrection or military or usurped power, civil war or unless solely restricted to employees of the Contractor and arising from the conduct of his workers, riot commotion or use or occupation by the EIC of any part of the Permanent. Works, or a cause solely due to the Engineer's design of the Works, or ionizing radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive, nuclear assembly or nuclear component thereof, pressure waves cause by aircraft or other aerial devices travelling at sonic or supersonic speeds, or any such operation of the force of nature as an experienced contractor could not foresee, or reasonably make provision for or insure against all of which are herein collectively recurred to as "the expected risks."

15.0. INSURANCE OF WORKS, ETC.

Without limiting his obligations and responsibilities under Clause 19 hereof the Contractor shall insure in the names of the Employer and the Contractor against all loss or damage from whatever cause arising, other than the expected risks, for which he is responsible under the terms of the Contract and in such manner that the Employer and Contractor are covered for the period stipulated in Clause 19(1) hereof and are also covered during the Period of Guarantee for loss or damage arising from a cause, occurring prior to the commencement of the Period of Guarantee, and for any loss or damage occasioned by the Contractor in the course of any operations carried out by him for the purpose of complying with his obligations under Clause 48 or 49 hereof.

a) The vehicles and other equipment brought on the Site by the Contractor to the replacement value of such vehicles and other equipment. Such insurance shall be effected with an insurer and in terms approved by the Employer, which approval shall not be unreasonably withheld, and the Contractor shall whenever required, produce to the EIC or the Engineer's Representative the policy or policies of insurance and the receipts for payment of the current premiums.

16.0. DAMAGES

(1) Damage to persons and property: The Contractor shall, except if and so far as the Contract provides otherwise, indemnify the EIC against all losses and claims in respect of injuries or damage to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of the operation, operation and maintenance of the Works and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto except any compensation or damages for or with respect to :

a) The permanent use or occupation of land by the Works or any part thereof.

b) The right of the EIC to execute the Works or any part thereof on or over, under, in or through any land.

c) Injuries or damage to persons or property which are the unavoidable result of the operation, operation or maintenance of the Works in accordance with the Contract.

d) Injuries or damages to persons or property resulting from any act or neglect of the Employer, his agents, servants or other contractors, not being employed by the Contractor, or for or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the Contractor, his servants or agents such part of the compensation as may be just and equitable having regard to the extent of the responsibility of the EIC, his servant or agents or other contractors for the damage or injury.

(2) Indemnity of EIC: The Contractor shall indemnify the EIC against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the provision to sub-clause (1) of this Clause.

17.0. INSURANCE

(1) Third Party Insurance : Before commencing the operation of the Works the Contractor, but without limiting his obligations and responsibilities under Clause 21 hereof, shall insure against his liability for any material or physical damage, loss or injury which may occur to any property, including that of the EIC, or to any person, including any employee of the EIC, by or arising out of the operation of the Works or in the carrying out of the Contract, otherwise than due to the matters referred to in the proviso to Clause 21 (1) hereof.

(2) Minimum Amount of third-party insurance: Such insurance shall be effected with an insurer and in terms approved by the EIC, which approval shall not be unreasonably withheld, and for at least the amount stated in the Appendix to the Tender. The Contractor shall, whenever required, produce to the EIC or the Engineer's Representative the policy or policies of insurance and the receipts for payment of the current premium. However, the Tenderer should insure for an amount commensurate with the risk involved subject to the minimum amount prescribed elsewhere in the Tender.

(3) Provision to indemnify Employer: The terms shall include a provision whereby, in the event of any claim in respect of which the Contractor would be entitled to receive It identify under the policy being brought or made against the Chief Executive Officer, the insurer will indemnify the Employer against such claims and any costs, charges and expenses in respect thereof.

18.0. ACCIDENT, INJURIES

(1) Accident or injury to Workmen: The EIC shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or any subcontractor, save and except an accident or injury resulting from any act or default of the EIC, his agents, or servants. The Contractor shall indemnify and keep indemnified the EIC against all such damages and compensation, save and except as aforesaid, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

(2) Insurance Against Accident, etc., to workmen: The Contractor shall insure against such liability with an insurer approved by the EIC, which approval shall not be unreasonably withheld, and shall continue such insurance during the whole of the time that any person is employed by him on the works and shall, when required, produce to the EIC or the Engineer's Representative such policy of insurance and the receipts for payment of the current premium. Provided always that, in respect of any person employed by any sub-contractor, the Contractor's obligation to insure as aforesaid under this sub-clause shall be satisfied if the sub-contractor shall have insured against the liability in respect of such persons in such manner that the EIC is indemnified under the policy, but the Contractor shall require such sub-contractor to produce to the EIC when required, such policy of insurance and the receipt for the payment of the current premium.

(3) Notification to insurer: It shall be the duty of the Contractor to notify the insurers under any of the insurance referred to in Clause 20, 22 and 23 hereof any matter or count which by the terms of such insurance are required to be notified and the Contractor shall indemnify and keep indemnified the EIC against all losses, claims, demands, proceedings, costs, charges and expenses whatsoever arising out of or resulting from any default by the Contractor in complying with the requirements of this sub-clause whether as a result of the avoidance of such insurance or otherwise.

(4) All Insurances at Contractor's cost - The insurances referred to in Clause 21, 22 & 23 hereof shall be entirely at the cost and expenses of the Contractor and be included within his rates.

19.0. REMEDY ON CONTRACTOR'S FAILURE TO INSURE

If the Contractor shall fail to effect and keep in force the insurance referred to in Clause 20, 22 and 23 hereof, or any other insurance which he may be required to effect under the terms of the Contract, then and in any such case the EIC may effect and keep in force any such insurance and pay such premium or premiums including fines as may be necessary for that purpose and from time to time and deduct double the amount so paid by the employer as aforesaid from any moneys due or which may become due to the Contractor or recover the same as a debt due from the Contractor.

20.0. (1) Giving of Notices and Payment of Fees:

The Contractor shall give all notices and pay all fees required to be given or paid by any National or State Statute, ordinance, or other law, or any rules regulation, or bye-law of any local or other duly constituted authority in relation to the operation of the Works and by the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Works.

(2) Compliance with Statutes, Regulations, etc. - The Contractor shall conform in all respects with the provisions of any such Statute, Ordinance or Law as aforesaid and the Rules, regulations or bye-laws or any local or other duly constituted authority which may be applicable to the Works and with such rules and regulations of public bodies and companies as aforesaid and shall keep the EIC indemnified against all penalties, fines and liability of every kind for breach of any such Statute, ordinance of Law, regulation of bye law.

21.0. FOSSILS, TREASURE TROVE ETC.

All fossils, any treasure trove, coins articles of value or object with antiquity and structures and other remains or things of geological or archaeological interest discovered on the site of the Works shall as between the Employer and the Contractor be deemed to be the absolute property of the Employer and shall be handed over to the owner.

22.0. PATENT RIGHTS AND ROYALTIES

The Contractor shall save harmless and indemnify the EIC from and against all claims and proceedings for or on account of infringement of any patent, rights, design Trade mark or name or other protected right in respect of any vehicles, machine works, or material used for or in connection with the Works or any of them and from and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof in relation thereto. Except where otherwise specified, the Contractor shall pay all tonnage and other royalties, rent and other payments or compensations, if any, for getting stone, sand, gravel, clay or other materials or equipment required for the works or any of them.

23.0. INTERFERENCE WITH TRAFFIC AND ADJOINING PROPERTIES

All operations necessary for the operation of the Works shall, so far as compliance with the requirements of the Contract permits, be carried on so as not to interfere unnecessarily or improperly with the convenience of the existing plant workers, member of the public, or the access to use and occupation of public or private roads, railways and footpaths to or of properties whether in the possession of the EIC or of any other person or local authority.

24.0. TRAFFIC

(1) Extraordinary Traffic: The Contractor shall use every reasonable means to prevent any of the highways, railways or bridges communicating with or on the routes to the Site from being damaged or injured by any traffic of the Contractor and, shall select routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise from the moving of plant and material from and to the Site shall be limited, as far as reasonably possible, and so that no unnecessary damage or injury may be occasioned to such highways, railways and bridges.

(2) Settlement of Extraordinary Traffic Claims: If during the Carrying out of the Works damage or injury to railways, railway or bridge occurs due to moving of one or more loads of Constructional Plant machinery or pre-constructed units or parts of units of work, the Employer shall conduct the necessary investigation for the purpose of determining the Contractor's liability. If the damage is due to failure on the part of the Contractor to observe and perform his obligations under sub-clause (1) and (2) of this Clause then the restoration / repair of the damaged portion of road or structure certified by the Engineer or local authority to be due to such failure shall be undertaken by or be chargeable against the Contractor.

(3) Water-borne Traffic: Where the nature of the Works is such as to require the use by the Contractor of water-borne transport the foregoing provisions of this Clause shall be construed as though "highway" included a lock, dock, sea wall or other structure related to a waterway and "vehicle" included craft, and shall have effect accordingly.

25.0. RESTRICTION

(a) Opportunities for other contractors: The Contractor shall in accordance with the requirements of the EIC, afford all reasonable opportunities for carrying out their work to any other contractors employed by the Employer and their workmen and to the workmen of the employer and of any other duly constituted authorities who may be employed in the operation on or near the Site of any work not included in the Contract or of any contract which the Employer may enter into in connection with or ancillary to the Works. If, however, the Contractor shall, on the written request of the EIC or the Engineer's Representative, make available to any such other contractor, or to the Employer or any such authority, any roads or ways for the maintenance of which the Contractor is responsible, or permit the use by any such of the Contractor's scaffolding or other plant on the Site, or provide any other service of whatsoever nature, the Employer shall pay to the Contractor in respect of such use or service such sum or sums if at all as shall, in the opinion of the Engineer, be reasonable.

26.0. CONTRACTOR TO KEEP SITE CLEAR

During the progress of the works the Contractor shall keep the site clean.

27.0. CLEARANCE OF SITE ON COMPLETION

On the completion of the Works the Contractor shall clear away and remove from the site all Temporary Works of every kind, and leave the whole of the Site and Works clean and in a workmanlike condition to the satisfaction of the EIC.

28.0. LABOUR

- (1) Engagement of labour: The Contractor shall make his own arrangements for the engagement of all labour, local or otherwise, and save in so far as the Contract otherwise provides, for the transport, housing, feeding and payment thereof.
- (2) Alcoholic Liquor or Drugs: The Contractor or his workmen shall not consume or sale or gift or be under the influence of any drug/narcotics or Alcoholic liquor within the vicinity of the Construction site.
- (3) Arms and Ammunition: The Contractor shall not give, barter or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid.
- (4) Festivals and Religious Customs: The Contractor shall in all dealing with labour in his employment have due regard to all recognized festivals days of rest and religious or other customs. He will make alternative arrangements so that daily operation/collection cannot be affected.
- (6) Epidemic: In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.
- (7) Disorderly Conduct etc.: The contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his employees or workers and for the preservation of peace and protection of persons and property in the neighbourhood of the Works against the same.
- (8) Compliance with Laws, regulation etc. relating to labour: In respect of the engagement, employment, transport, payment, feeding, housing and working conditions of labour and all matters connected therewith the Contractor shall at all times during the continuance of the Contract, comply in all respects with and carry out all obligations imposed on him by the provisions and requirements of the following statutes.
 - (a) The Apprentices Act 1961 (Act 52 of 1961) and Rules and Regulations issued thereunder from time to time.
 - (b) The Contract Labour Regulation and Abolition Act 1970 (Act 37 of 1970) and Rules made thereunder (West Bengal Contract Labour Regulation and Abolition Rules 1972) from time to time.
 - (c) The Payment of Wages Act 1936, the Minimum Wages Act 1948, the Employees Liability Act 1938, the Industrial Disputes Act 1947, the Maternity Benefits Act 1961, the Employees State Insurance Act 1948 including modifications thereto the Rules and Regulations framed thereunder from time to time.
 - (d) Other existing National or State Statute, Ordinance or other Law or any Regulation or Bye-law of any local or other duly constituted authority which may be applicable, including any such Law, Regulation or Order that may be passed or ordered from time to time and come into force during the tenure of the Contract.
- (9) Employees Provident Fund: The Contractor shall comply with the provisions of the relevant Employees Provident Fund Act or Rules in force in the State along with the provisions of all rules and Regulations made thereunder from time to time, and shall in particular be responsible for the payment of all contributions as laid down under the Act/Rules.
- (10) Trade union rights: The Contractor shall recognize the freedom of all workmen employed by him in and for performance of the Contract to be members of registered Trade Unions and shall not in any manner prevent or discourage any such workman from becoming a member of a registered Trade Union or discriminate against any workmen who is a member of a registered Trade Union.
- (11) Local Labour: as far as possible local labour shall be engaged as unskilled labour.
- (12) Fair Wages - The Contractor shall in respect of all workers employed by him in and for the performance of the Contract pay rates of wages and observe the conditions of employment not less favourable than those provided under the relevant labour law as applicable to the State.
- (13) Medical Attendance: The Contractor shall provide, to the satisfaction of the Government or Local Authorities Concerned, adequate medical attendance for his employees and labour.

(14) Report or Accident: The Contractor shall, within twenty-four (24) hours of the occurrence of any accident at or about the site or in connection with the operation of the Work, report such an accident to the Engineer. The Contractor shall also report such accident to the competent authority whenever law requires such a report.

(15) Report required by Labour Commissioner: The Contractor shall submit, at the request of the Labour Commissioner or of the Assistant Commissioner of the State such returns as may be called for from time to time in respect of labour employed by the Contractor and by his subcontractors in the operation of the Contract. If so required, the Contractor shall furnish the names and address of all subcontractors to the Labour Commissioner. Statutory provisions in these regards are to be also complied with.

(16) The Contractor shall be responsible for observance by his subcontractor of all the foregoing provision of sub-clause (1) to (15) of this Clause 33.

29.0. RETURNS OF LABOUR ETC.

The Contractor shall, if required by the EIC, deliver to the EIC, or at his office a return in detail in such form and at such intervals as the EIC may prescribe showing the supervisory staff and the number of the several classes of labour from time to time employed by the Contractor on the Site.

30.0. INSPECTION OF OPERATIONS

The Engineer and any person authorized by him shall at all times have access to the Works and to all workshops stores and places where work is being prepared or from where material manufactured articles or machinery are being obtained for the Works and the Contractor shall afford every facility for and every assistance in or in obtaining the right to such access.

31.0. EXAMINATION

Examination of operation & quality of segregation: The EIC or his authorized Representative will check its operation and quality of segregated wastes from time to time. The Contractor shall afford full opportunity for the EIC or the Engineer's Representative to examine and measure the quantity of collected wastes. The EIC may also alter route of vehicles engaged for primary/secondary collection systems for efficient management of the Program. The Contractor is also liable to take weight of the collected wastes at two points through weigh bridge, one at Newtown while the other at Treatment Plant/Dump site. The Contractor is liable to pay the cost of weigh bridge at single instance while the authority will bear the other.

32.0. SUSPENSION

(1) Suspension of work: The Contractor will not suspend the work for a single day during the contract period except the reason of;

a) Necessary by reason of climatic conditions on the Site, or

33.0. COMMENCEMENT TIME AND DELAYS

Commencement of works: The Contractor shall commence the operation within 15 days from the date of issue of acceptance Order. He will inform the EIC in writing in respect of his preparedness at least 7 days prior his date of commencement so that the other obligatory matter from the part of the authority may be settled.

34.0 TIME

(1) Time of Completion of Works: The time of completion of work is 5 years to be counted from the date of commencement of operation. However, the authority reserves the right to terminate the Contract prior the date of completion with one month Notice in case of poor/dissatisfactory operation and maintenance.

35.0. CERTIFICATION OF COMPLETION OF WORK

The tender accepting authority will issue Certificate after successful completion of contract.

36.0. PAYMENT TERM:

Payment to the Contractor will made by the Chief Executive Officer bimonthly on the basis of completed works and after deducting security deposit @ 8% and all other statutory Taxes on recommendation of the Chief Engineer, NKDA

37.0 SETTLEMENT OF DISPUTES

Settlement of Disputes: If any dispute or difference of any kind whatsoever shall arise between the Employer and the Contractor or the Engineer and the Contractor in connection with, or arising out of the Contract, of the operation of the Works, whether during the progress of the Works or after their completion and whether before or after the termination, abandonment or breach of the Contract, it shall be settled in the court of law having jurisdiction provided that such a recourse shall not be resorted to without exhausting all other reasonable avenues of redresser.

38.0 NOTICES

(1) Contractor's local office and service of notices to contractor: The Contractor shall have a local office at Newtown or within 10 Km radius of Newtown with full address thereof shall be intimated by the Contractor to the Employer as well as to the Engineer. The Contractor is liable to provide an experienced Manager to run the local Office. The Manager must be authorized by the Contractor so that he may take instruction if any from the authority and to comply the same from his end. All Certificates notice or written orders to be given by the Employer or by the Engineer to the Contractor under the terms of the Contract shall deemed to have been served by sending by post to or delivering the same to the Contractor's local office.

(2) Service of notice to employer: All Notice to be given to the employer under the terms of the Contract shall be served by sending by Registered post or delivering the same to the address given below:

**To: The Executive Engineer, SWM Department
Newtown Kolkata Development Authority
Plot No DG/13, Action Area – 1D
Newtown, Kolkata - 700156**

(3) Change in Address of the Employer, the Engineer or the Contractor may change a nominated address to another address by prior written notice to the other two and in that event shall resume receiving of communication 28 days after delivery of such notice.

39.0. CONTRACT CONFIDENTIAL

Except with the prior written approval of the Employer and to subject the such conditions as may be prescribed, the Contractor and/or any member of his organization shall not in any case communicate to any person or entity and information connected with the performance of the Services or in carrying out the Works not make public any information for the purpose of publication or advertisement. The Contractor shall treat all matters related to the Contract as private and confidential.

40.0 CONTRACTOR TO PROVIDE FACILITIES

The Contractor shall provide such labours, logistic supports and other facilities that the Engineer or his Representative may require to run the operation smoothly.

41.0. INTERFERENCE WITH EXISTING FACILITIES

The Contractor shall carry out the works in such a way as to the minimum extent of interference to the use of existing facilities of any kind.

42.0. ACTS OF INFLUENCE

Neither the Contractor nor any of his Agents, Representatives, Employees or members of his organization shall commit any act which may influence the judgment or decision of the Employer or the Engineer or any their agents, representatives, employees or members of their respective organization. Any breach of this provision shall constitute a breach of Contract on the part of the Contractor and apart from penal measures against the Contractor according to the law the Employer shall have the Authority to take action for the Contractor's default.

43.0. INDIVIDUALS NOT PERSONALLY RESPONSIBLE

No personal liability shall be imposed on the members or the Employer or on the Engineer or their duly authorized representatives, agents or employees for acts performed or discharged in the exercise of their authorized duties or responsibilities or in carrying out their obligations by virtue of the provisions or scope of work contained in the Contract, if being understood that they are acting solely as agents and representatives of the Employer in good faith.

44.0 GOVERNMENT AND LOCAL RULES / LAW OF STATE

The contractor shall conform to the provisions of all local Bye-laws and Acts relating to the work and to the work and to the Regulations etc. of the Government and Local Authorities and of any company with whose system the structure is proposed to be connected. The contractor shall give all notices required by said Act, Rules, Regulations and Bye-laws etc. and pay all fees payable to such authority/authorities for operation of the work involved. The cost, if any, shall be deemed to have been included in his quoted rates, considering all liabilities for licenses, fees for footpath encroachment and restorations etc. and shall indemnify the owner against such liabilities and shall defend all actions arising from such claims or liabilities.

45.0 LAND FOR CONTRACTOR'S ESTABLISHMENT

For the purpose of constructing Contractor's Store yard, go-downs, he may utilize portion of the land belonging to the Employer at such location as would not interfere to execute other co works. For all these, the Contractor shall have to obtain the requisite permission of the Engineer.

46.0 FIRST-AID FACILITIES

The Contractor shall arrange for medical attentions to be promptly available when necessary. He shall for this purpose provide a number of First-Aid stations at suitable locations within easy reach of the workmen and other staff engaged in the Works. Each First-Aid station shall be properly equipped and will remain in charge of a suitably qualified person. The Contractor shall also provide for transport of serious cases to the nearest hospital.

Sd/-

Executive Engineer-SWM

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ANNEXURE –I

KEY PLAN SHOWING BOUNDARY OF OPERATION

A key plan is attached herewith as Annexure I

Sd/-

***Executive Engineer-SWM
NKDA***