



NEW TOWN KOLKATA DEVELOPMENT AUTHORITY

(A Statutory Authority Under Government of West Bengal)
3, Major Arterial Road, New Town, Kolkata - 700 156

Memo No:- 7978 /EE-II/NKDA/2019-20

Dated:- 24.10.2019

NOTICE INVITING e-TENDER Notice Inviting e-Tender No: WBNKDA/11/EE-II/2019-20 (2nd Call)

Executive Engineer II, New Town Kolkata Development Authority invites percentage rate tender from resourceful, reliable, bona-fide and experienced working contractors of KMDA, WBHIDCO, PWD, PHED and other Govt. and semi Govt. organizations in India having experience in similar nature of work, and are requested to submit their offer for the work detailed below.

(Submission of Bid through online)

List of Schemes :-

Sl. No.	Name of work	Estimated amount	Earnest Money	Price of Tender documents	Period of completion
		(Rs.)	(Rs.)	(Rs.)	
1.	Construction of Smart Sensory Park in Action Area II under NKDA, New Town, Kolkata	10,96,06,914.00	21,92,138.00	10005.00 (Each set to be paid only by the successful bidder during the execution of formal agreement)	18 Months

- In the event of e-filling, intending bidder should download the tender documents from the website <http://wbtenders.gov.in> directly with the help of Digital Signature Certificate. All the bidder shall have to submit earnest money & necessary earnest money will be deposited by the bidder through the following payment mode as finance dept. order no-3975-F (Y) dated 28th July 2016 (Annexure A)
 - Net Banking (any of the banks listed in the ICICI bank payment gateway) in case of payment through ICICI payment gateway.
 - RTGS/NEFT through Bank account in any bank. The EMD shall be deposited in favor of "New Town Kolkata Development Authority" payable at Kolkata.
- Both Technical bid and Financial bid are to be submitted concurrently duly digitally signed in the website <https://wbtenders.gov.in>. The acceptance of lowest bid is not obligatory.
- Tender documents may be downloaded from website and submission of Technical Bid and Financial Bid will be done as per Time Schedule stated in Sl. No. 13 of this NIeT.
- 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. In term of Finance Department, Audit Branch, Govt. of West Bengal's Notification no. 4374-F(Y) dated 13th July, 2017, the bidder has to upload valid 15-digit Goods and service Taxpayer Identification Number (GSTN) under GST Act, 2017, along with his bid. The bidder should note that bid submitted without GST in will be summarily rejected
6. In term of finance dept. Govt. of West Bengal G.O. no-4608-F (Y) dated 18th July 2018 when bid rate is 80% or less of Estimated Amount put to tender, the Bidder shall submit Additional Performance Security @ 10 % of the Tendered Amount from any Schedule Bank, before issuance of work order.

The Additional performance security shall be submitted in the form of Bank Guarantee from any scheduled Bank before issuance of the work order. If the bidder fails to submit the additional performance security within seven working days from the date of issuance of Letter Acceptance, his earnest money will be forfeited and other necessary action as per NIT like blacklisting of the contractor, etc. may be taken. The bank Guarantee shall have to be valid up to end of the contract period and shall be renewed accordingly, if required.

7. Eligibility criteria for participation in the tender.

Working Contractors of KMDA, WBHIDCO, PWD, PHED and other Govt. & semi Govt. organization having satisfactorily completed (as prime contractor)

- a) Intending bidder should have complete any similar type / building project including civil, MEP and allied work (BOQ should be submitted in support of credential). The value of similar type of project should not be less than 4.5 (Four point five zero) Crores and it should be preferably in Govt Sector.

OR

- b) Intending tenderer may also produce credential of 02 (two) similar nature of completed work, each of minimum value of Rs. 2,80,00,000 (Rupees two crores eighty lakh only) during 05 (five) years prior to the date of issue of the tender notice.

OR

- c) Intending tenderer may also produce credential of one single running work of similar nature which has been completed to the extent of 80% or more and value of which is not less than the estimated value. In case of running works, only those tenderers who will submit the certificate of satisfactory running work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the tender. In the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executed agency, i.e., the tenderer.

i) Payment certificate will not be treated as credential.

ii) Credential certificate issued by the Executive Engineer or equivalent or competent authority of a state/central Government, state/central Government undertaking statutory/Autonomous bodies constituted under the central/state statute, on the executed value of completed/running work will be taken as credential.

- d) Intending Tenderer must be financially sound with a minimum average turnover of Rs. 12 crore, (Rupees twelve crore only) during the last three financial years and having a trade license, G.S.T Registration certificate and Profession Tax certificate.
- e) Pan Card, Income Tax Return Acknowledgement Receipt for the last 03 (Three) Assessment

years, P.T. Deposit Challan for the year 2019-20.

- ii) 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 on-statutory documents.
- iii) Joint Ventures/MOU will not be allowed.
- iv) Three consecutive years Audit report to be submitted along with Tender documents.

8. Similar work means :

- i) Work involving construction of amusement parks with buildings;
- ii) Construction of complete buildings with electrical, plumbing and sanitary work as well as fire safety work;
- iii) Complete construction of science museums including ICT components and play items as the prime component of the work preferably involving both indoor and outdoor setting.
- iv) On-going payments for work may be allowed to the executing agency as per existing rules. 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 be 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.
- v) 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 at various stages of work. Acceptance of measurements 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 representatives are advised to take measurements jointly with the officials of NKDA. In case of failure on 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.

9. No advance and secured advance will be allowed.

10. 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.

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 directly at the place of manufacture, fabrication or at the site of works or any suitable place. The contractor shall provide such assistance, instrument machine, labour and materials as the Engineer-in-Charge may require for examining, measuring and testing the works and quality, weight or quantity of materials used and shall supply samples for

testing as may be selected and required by the Engineer-in-Charge without any extra cost. Beside this, he/they will carry out tests from outside Laboratory as per instruction of Engineer-in-Charge. The cost of all such tests would be borne by the agency.

Should the 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. Security Deposit:

Retention money towards performance Security amounting to 8% (eight percent) of the value of the work shall be deducted from the running account bill of the tenderer as per prevailing order. No interest will be paid on the money retained for Security Deposit.

13. Date and Time Schedule:

Sl. No.	Particulars	Date & Time
1	Date of uploading of N.I.e.T. & other Documents (online) (Publishing Date)	24.10.2019
2	Documents download start date (Online)	24.10.2019 from 6.00 P.M.
3	Documents download end date (Online)	14.11.2019 up to 6.55 P.M.
4	Bid submission start date (On line)	24.10.2019 from 6.55 P.M.
5	Bid Submission closing (On line)	14.11.2019 at 6.55 P.M.
6.	Bid opening date for Technical Proposals (Online)	18.11.2019 at 11.00 A.M.
7.	Last date of uploading list for Technically qualified Bidder(online)	Will be notified later on.
8.	Date of opening of Financial Proposal(online)	Will be notified later on.
9.	Last date of intimation to the successful bidder	Will be notified later on.

14. Earnest Money for the successful tenderer will be retained and converted as Initial Security deposit. The Balance security deposit @ 8% will be deducted from on-going bills to cover 10% of the total value of work done.
 - a) The security deposit of the successful tenderer will be refunded after defect liability period as stipulated in relevant clause of the agreement to be made in WBF2911(ii).
15. 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.
16. Income Tax & G.S.T 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 ó 28 / 06dated 27/09/2006.
17. 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.
18. 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.

19. Prospective applicants are advised to note carefully the minimum qualification criteria before tendering the bids.
20. Conditional / Incomplete tender will not be accepted under any circumstances.
21. The intending tenderers are required to quote the rate online. The rate should be inclusive of all components and taxes.
22. 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 and the notification (s) thereof or any other laws relating thereto and the rules made and order issued there under from time to time.
23. 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.
24. If there be any objection regarding prequalification of any Agency the same should be lodged on line to Executive Engineer II, New Town Kolkata Development Authority within 2 (two) days from the date of publication of list of qualified agencies and beyond the said time schedule no objection will be entertained
25. Before issuance of WORK ORDER, the Tender Inviting Authority may verify the credential and other documents of the lowest tenderer 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.
26. 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
27. The successful Tendered whose tender is accepted shall make formal agreement in WB Form 2911 (ii) along with bid documents in triplicate, within 7 (seven) days from the date of issue of work order by Executive Engineer II, 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 WB Form 2911 (ii).
28. **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 NIT.
29. 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.

AND

The agency must have the capacity to engage laborers as directed by EIC.

30. The agency should supply the materials as per confirming to IS mark and specification laid down in schedule and also to be taken approval from EIC / his representatives before utilize in work.
31. No. price preference and other concession as per order no. 1110F dated: 10/02/2006 will

be allowed.

32. Agencies are required to give a work programme preferably in the form of a bar- chart and to get it approved by the EIC (Engineer-in-Charge) before commencement of work and if progress of work abruptly differs from such work programme, the undersigned may terminate the work order at any point of time and penal action as per Tender Terms and conditions will be imposed.
33. Unless otherwise stipulated, all the works are to be done as per general conditions and general specifications of the latest edition of -PWD (W.B) schedule of Rates for Building, Roads, and Sanitary Plumbing works 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 may 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 NIT. 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.
39. New Town Kolkata Development Authority reserves the right to increase or decrease the quantum of work as stipulated in the schedule of work for which no change of rate will be allowed.
40. Participation in this tender deems that the applicant is fully agreeable to abide all terms and conditions as stated in this Notice Inviting e tender as well as WBF 2911(ii).
41. Mobilization advance, time / cost overrun and consequent cost escalation for any material, labour, etc. will not be allowed.
42. All materials are to be procured and supplied at site of work by the tendered /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.
43. The offer shall remain valid for 180 days from the date of opening of the tender.
44. **Special condition:**
 - i) Credentials of Sub vendors engaged for one and/or more parts of the work has to be approved by the Engineer In Charge (EIC & Technical Authorities of NKGSCCL).
 - ii) The selected bidder shall during the time of the work remain responsible wholly for all the actions and/or inaction of the sub vendors engaged.
 - iii) Action may be taken against the selected bidder for non-performance and /or substandard performance of the sub vendors.
 - iv) Action may be taken against the selected bidder if payment made against ongoing work is not transmitted to the concerned vendor in due time.
 - v) The decision of the EIC & Technical Authorities of NKGSCCL .

45. Brief Scope of work:

Execution of the following work as instructed by the EIC for the construction and maintenance of a Smart Sensory Park on a 2.5 acre piece of land in action area II in new Town Kolkata, bound by street numbers 528, 517, 532 and 513.

- ii) Preparation of site.
- iii) Soil investigation and getting the test report approved by the EIC.
- iv) Engagement of sub vendors (if required) for electrical, fire safety, ICT, play furniture and play equipment with the approval of EIC.
- v) Preparation of the detail engineering working drawing and getting it approved by the EIC.
- vi) Preparation of appropriate foundation for all construction and outdoor furniture.
- vii) Complete Construction, installation and testing of the structures and paving work including civil & Structural works, electrical works, interior works, Architectural works, Fire safety works, landscaping & outdoor furniture works and illumination works in accordance with the project report and drawings enclosed with this tender and as directed by the EIC.
- viii) Complete installation and testing of Telecommunication & data system works, security systems (cctv/ public address/ sensors) works and graphics & signage works in accordance with the project report and drawings enclosed with this tender notice and as directed by the EIC.
- ix) Complete installation and testing of outdoor games & indoor play equipment works in accordance with the project report and drawings enclosed with this tender notice and as directed by the EIC.
- x) Providing connection to nearest point of drinking water, sewerage, drainage and electricity service lines for extending these facilities in the park as directed by the EIC.
- xi) All material to be supplied as per approved make list as annexed with this tender document. Substitution may only be made with joint approval of EIC and technical authority of NKGSCCL
- xii) Maintenance of the entire facility for a period of one year post construction

46. Evaluation Method: Evaluation of the bids will be made on the basis of submitted credentials and work plan.

47. Tender document consist of -

- i) Drawings.
- ii) NIeT No-WBNKDA/11/EE-II/2019-20
- iii) BOQ
- iv) Approved make list.

**Executive Engineer II
New Town Kolkata Development Authority**

Copy forwarded for information to:-

1. The Chief Executive Officer, New Town Kolkata Development Authority.
2. The Chief Engineer, New Town Kolkata Development Authority
3. Administrative Officer I & II New Town Kolkata Development Authority
4. Chief Finance officer, NKGSCCL
5. Chief Technical Officer, NKGSCCL
6. Technical Officer, NKGSCCL
7. The Finance Officer, New Town Kolkata Development Authority
8. Executive Engineer-I,III,IV & EE New Town Kolkata Development Authority
9. The Estimator/ Sr. Accountant / Cashier, New Town Kolkata Development Authority.
10. Office Notice Board.
11. Official Website of New Town Kolkata Development Authority (www.nkdamar.org)

Executive Engineer II
New Town Kolkata Development Authority