

Memo No. 4071/EE-E/NKDA/20099/1/2020

Date:31/07/2020

RFP No.01/RFP/EE(E)/NKDA of 2019-20(3rd Call)

Request for proposal for piloting of outdoor air purifier unit in New Town Kolkata

The New Town Kolkata Development Authority (NKDA) has been pursuing a number of pollution control projects across its jurisdiction. As part of such initiatives, it has been decided to implement a few pilot projects with smart products as 'Proof of Concept' of the technologies to be followed by similar interventions on a larger scale. Accordingly, one smart unit is planned to be installed near Bus Stand Island (Action Area-1, New Town), adjacent to Café Ekante food kiosk on pilot basis.

Executive Engineer Electrical, New Town Kolkata Development Authority invites proposal from resourceful, reliable, bona-fide and experienced companies/ research organizations with own technology for piloting of smart outdoor air purification unit at the above noted location.

(Submission of Bid **through online**)

Sl. No.	Name of the work	Earnest Money (INR)	Price of Tender documents (INR)	Period of piloting contract	Method of selection
1.	Supply and installation of one unit of smart outdoor air purifier including one year's maintenance ,operation and collection of air quality data for reduction of particulate matter (both PM10 and PM2.5) from ambient air at location near Bus Stand Island (Action Area I, New Town), adjacent to Café Ekante food kiosk on pilot basis.	Rs.30,000/- (Rupees Thirty Thousand Only)	INR. 1000/- Each set to be paid only by the successful bidder during the time of agreement.	14 months (2 months of erection and certification and 12 months of maintenance and operation)	Least Cost among technically qualified bidders

1. In the event of e-filling, intending bidder may download the tender documents from the website <http://wbenders.gov.in> directly with the help of Digital Signature Certificate. All the bidders will have to submit On-line Earnest Money to be deposited

by the bidder through the following payment mode as per Finance Department Order No. 3975-F(Y) dated 28th July, 2016.

a. **Net Banking** (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI Bank payment gateway.

b. **RTGS / NEFT** through bank account in any bank. The EMD shall be deposited in favour of **"New Town Kolkata Development Authority"** payable at **"Kolkata"**.

2. Both Technical Bid and Financial Bid are to be submitted concurrently duly digitally signed in the website <http://wbtender.gov.in>

3. Tender documents may be downloaded from website and submission of Technical Bid and Financial Bid will be done as per Time Schedule stated in Sl. No. 15 of this NIEt.

4. The FINANCIAL OFFER of the prospective qualified tenderer(s) will be considered only if the TECHNICAL BID of the tenderer(s) is found qualified by competent authority of New Town Kolkata Development Authority. The decision of the competent authority of New Town Kolkata Development Authority will be final and absolute in this respect. The list of Qualified Bidders will be displayed in the website.

5. Eligibility criteria for participation in the tender.

a. Companies having proven commercialized product of their own making, for purification of outdoor air by reduction of particulate matters (both PM10 and PM2.5) in urban and/or industrial area having satisfactorily demonstrated (as prime contractor) their product with supporting air quality data. Authentic documents in original, from the client of the work will have to be submitted in support of the above credential as non-statutory documents;

b. Intending bidder should have an average annual turnover of INR 1 crore during the last three financial years (audited accounts of 2016-17, 2017-18, 2018-19 duly attested by the authorized officer of the bidder has to be submitted)

c. The participating bidder has to be an entity registered in India.

d. Intending tenderers should produce credential of 01 (one) similar nature of work completed prior to the date of issue of the tender notice;

e. The product should be manufactured at least 60% in value in India in a manufacturing facility based in India. The bidder has to provide an undertaking to this effect and show documentary existence of manufacturing facility in India.

f. The intending bidder should have an office in India. Proof of address is to be submitted as non-statutory document.

g. PAN Card, Income Tax Acknowledgement Receipt for the last three Assessment year, P.T. Deposit Challan for the year 2019-2020, GST, are to be submitted as non-statutory documents.

h. Trade Licenses, Registered Partnership Deed for Partnership Firms only along with Power of Attorney since executed under any Judicial Magistrate/First Class Magistrate is to be submitted. The company shall furnish the Article of Association and Memorandum as non-statutory documents. In case of a research organization, document of incorporation or trust deed has to be furnished.

6. Joint Ventures or Consortium or MOU or subcontracting not acceptable.

7. All materials are to be supplied and installed at site of work by the tenderer at their own cost with certification in the form of an undertaking that the equipment are developed and/or manufactured by them.

8. Mobilization advance, time / cost overrun and consequent cost escalation for any material, labor, etc. will not be allowed.

9. The offer shall remain valid for 180 days from the date of opening of the tender. On-going payments for work may be allowed to the executing agency as per existing rules and availability of fund, subject to deduction of security deposit, progressive payment may be made against the completed or partly completed item of works. Such interim payments, shall be made as running account bill(s), however, shall not construed to mean that the respective items / components have finally been approved and accepted by NKDA and the contractor shall not be absolved of his responsibility to set right any deficiency of such paid items / components at his/ their own cost, for rectifying all defects which are subsequently being noted or found.

10. No claim for interest or compensation will be entertained in respect to any money or balance of payment which may be due or alleged to be due to the contractor owing to any dispute between the contractor and NKDA or in respect to any delay in making payment of progressive or final bill of the work, to the contractor.

11. Payment for the works done by the contractor will be based on recorded and accepted measurement put for payment to be invariably made by putting signature (with seal) of the contractor (or his/ their authorized representative). The contractor or his/ their authorized representative are advised to take measurements jointly with the officials of NKDA. In case of failure of his/their part either to take measurement jointly and /or acceptance of the recorded measurement, within a reasonable time, measurement taken by the department shall be considered as final for making payment. Similar acceptance is also essential for level records and survey data, field books etc.

12. **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.

13. **Additional Performance Security Deposit:**

As per order of Finance Department, Govt. of West Bengal vide memo no. 4608-F(Y) dated:18/07/2018, an additional Performance Security amounting to 10% of the tendered amount shall be obtained from the successful bidder if the accepted bid value is 80% less of the estimate put to tender and to be submitted in the form of Bank Guarantee from nationalized / schedule Bank of India on its Kolkata Branch drawn in favour of New Town Kolkata Development Authority. The Bank Guarantee shall have to be valid upto end of the contract period and shall be renewed accordingly if required. The Additional Performance Security shall be forfeited at any time during the pendency of the contract period.

14. **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. The defect liability period for such maintenance works shall be 03 (three) months from the date of completion of the project.

15. Date and Time Schedule:

Sl. No.	Particulars	Date & Time
1.	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	31/07/2020 at 6:55PM
2.	Documents download start date (Online)	31/07/2020 at 6:55PM
3.	Documents download end date (Online)	18/08/2020 at 6:55PM
5.	Bid submission start date (Online)	31/07/2020 at 6:55PM
6.	Bid submission closing date (Online)	18/08/2020 at 6:55PM
7.	Bid opening date for Technical Proposals (Online)	21/08/2020 at 11:00AM
8.	Last Date of uploading list for Technically Qualified Bidder(online)	Will be intimated in due course.
9	Date for opening of Financial Proposal (Online).	Will be intimated in due course.

16. Treatment of Earnest Money

(a) 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.

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

17. 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.

18. Income Tax, VAT, GST and others Taxes as admissible will be deducted as per Govt. orders issued from time to time and would be applicable on the date of making payment of the bills. Building & other construction workers cess @ 1.0% will be deducted from progressive bills in pursuance with G.O. no. 599A/ 4M – 28 / 06 dated 27/09/2006. The rate quoted would remain same throughout the period of contract and should be inclusive of all taxes which are and will also be applicable during the entire tenure of the contract.

19. 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.

20. 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.

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

22. Conditional / Incomplete tender will not be accepted under any circumstances.

23. The intending tenderers are required to quote the rate online.

24. 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.

25. 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.

26. If there be any objection regarding prequalification of any Agency the same should be lodged online to Chief Engineer, New Town Kolkata Development Authority within 2 (two) days from the date of publication of list of qualified agencies and beyond the said time schedule no objection will be entertained.

27. Before issuance of WORK ORDER, the Tender Inviting Authority may verify the credential and other documents of the lowest tenderer in original, if found necessary. After verification if it is found that the documents submitted by the lowest tenderer is either manufactured or false in that case work order will not be issued in favour of the said Tenderer under any circumstances and his/their offer will be treated as cancelled.

28. If any discrepancy arises between two similar clauses on different notification, the clause superseding others will be solely as per the discretion of the Tender inviting authority.

29. The successful Tenderer whose tender is accepted shall make formal agreement in WBF 2911 (ii) along with bid documents in triplicate, within 7 (seven) days from the date of issue of work order by Executive Engineer – I, New Town Kolkata Development Authority on payment of usual charges which is non-refundable under any circumstances and submit the same duly signed by him/them to this office. If the contractor fails to perform the formalities within the specified period the Tender is liable to be cancelled and the Earnest Money will be forfeited as per relevant clauses under memorandum of WBF 2911(ii).

30. Qualification criteria:

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

31. 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.

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

33. Agencies are required to give a work programme preferably in the form of a bar-chart and to approve it by the EIC (Engineer-in-Charge) before commencement of work and if progress of work abruptly differs from the given work program, the undersigned may terminate the work order at any point of time.

34. Unless otherwise stipulated, all the works are to be done as per general conditions and general specifications of the 'PWD (W.B) Schedule of Rates for Building Works', Sanitary & Plumbing and PWD (WB) Roads for the working area.

35. 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.

36. Intending tenderer should note that he will have to work simultaneously with other contractors already entrusted with other work or with contractors to be entrusted with other work in future in the same site. The contractor will have to work in close co-operation and harmony with all the contractors engaged in the project. Any claim for idle labor, for any reason whatsoever, will not be entertained under any circumstances.

37. 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 NlET. Rates should be quoted accordingly.

38. 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.

39. Arbitration clause of WBF 2911(ii) stands deleted, notwithstanding whatever has the object of deletion of Clause-25 from the Contract Form of WBF-2911(ii), the parties entering into the agreement pertaining to this NlET, if so desire, may go for money suit for any dispute in his / there opinion arising out of this contract and he/ they may file such suit in any court of law situated in Kolkata proper in the district of West Bengal.

40. Any Corrigendum, notification in connection to this NlET will be published in the official website of New Town Kolkata Development Authority (www.nkdamar.org) as well as <https://wbtenders.gov.in>. The applicants are requested to please follow the websites for such notifications, corrigendum etc.

41. Special Conditions:

- a. The product to be piloted has to be capable of performing under the outdoor open-air conditions prevailing in New Town, Kolkata over the year.
- b. The right of way to the site and power supply will be provided by NKDA. For this, the dimensions of the equipment, foundation requirement and power rating of the equipment has to be declared in the technical proposal by the bidder. The readiness of the site will be ensured by NKDA on sharing of the requirements by the selected bidder.
- c. The foundation will have to be prepared by the installing agency. NKDA/NKDA officials will facilitate such preparation with necessary approval and demarcation of exact spot of erection. The foundation preparation work will be done by the agency at its own cost. As such it is suggested to be included in the financial bid.
- d. The product has to be capable of maintaining the particulate matter level in the ambient air as follows when measured with process and specifications as stipulated in the relevant guideline of Central Pollution Control Board.

Particulate matter	24 hour average	Annual average
PM ₁₀	Maximum 50 µg/m ³	Maximum 20 µg/m ³
PM _{2.5}	Maximum 25 µg/m ³	Maximum 10 µg/m ³

- e. The collection of pollutant data and its measurement shall be done by the selected bidder while NKDA may engage any third-party organization to concurrently monitor the ambient air quality in a periodic manner.
- f. The data collected by the selected bidder on ambient quality should be shared with NKDA for simultaneous storage in its own server along with the reports generated.
- g. The piloting has to be done for one year so as to cover all seasonal variations in pollutant level.
- h. The Operation and maintenance of the machine/equipment/plant has to be done by the selected bidder through its own staff.
- i. On installation and operationalization of the equipment, the ownership of the equipment will vest with NKDA so that the operating agency will not be allowed to remove or stop operation of the machine without explicit written permission of NKDA.
- j. Replacement of consumables and damaged parts of the equipment during the piloting phase of one year will be done by the selected bidder. No additional cost will be paid by NKDA towards this over and above the tendered amount.
- k. Removal and safe disposal of the pollutant collected in the machinery shall be done by the selected bidder at their own cost. Relevant guidelines are to be followed for safe disposal of the pollutants collected.
- l. Though in general NKDA will take utmost care and extend utmost assistance for physical protection of the machinery/equipment installed for air purification under this tender, NKDA will not be responsible in any way in spending for replacement or repair of the machinery in case of an accident and/or act of vandalism. Hence, the bidders are advised to take adequate insurance coverage towards accidental damages and/or damages arising out of mishandling by its own staff.
- m. During the one year of piloting the performance of the equipment/machinery/plant as well as the operating agency will be closely monitored in a regular manner and possibly with the help of an independent third party expert/statutory agency.
- n. On the basis of the monitoring of the performance as described at xii above, NKDA may decide to extend the operation for further suitable period and further

locations. This may be done through extension of the piloting contract or through fresh comprehensive tender as deemed fit by the NKDA authorities.

42. METHOD OF EVALUATION:

The Applicant shall be selected in Least Cost Method among technically eligible bidders. However, the bid inviting authority is not bound to accept the offer of the least cost bidder.

43. PAYMENT TERMS:

Subject to abiding by all other relevant conditions, the payment to the selected agency shall be released in the following manner on satisfactory fulfilment of relevant milestones. Payment will be made on raising of appropriate invoice and after making statutory deductions, if the work for the invoiced milestone is completed to the satisfaction of the Engineer in Charge

Mile stone serial	Event	Timeline	% of payment
I	Delivery of equipment at site & Erection and operationalization at site	45 working days (5 working days in a week) from receipt of work order by the selected agency	30%
III	Certification of satisfactory operation by expert agency engaged by NKDA	45 working days (5 working days in a week) from receipt of work order by the selected agency	58%
IV	Satisfactory operation and maintenance of the system	Every month for 12 months starting from 60 working days (5 working days in a week) from receipt of work order by the selected agency	12% after satisfactory operation and maintenance

44. Form and formats for the tender are attached as follows:

- Format A: format for bid application
- Format B: format for power of attorney


Executive Engineer Electrical
New Town Kolkata Development Authority

Copy forwarded for information to:-

1. The Chief Executive Officer, New Town Kolkata Development Authority.
2. The Chief Executive Officer, New Town Kolkata Green Smart City Corporation Ltd.
3. The Chief Engineer, New Town Kolkata Development Authority.
4. The Finance Officer, New Town Kolkata Development Authority.
5. The Assistant Engineer (E), New Town Kolkata Development Authority.
6. P.A to the Chairman, New Town Kolkata Development Authority.
7. Office copy of NKDA.
8. Official Website of New Town Kolkata Development Authority (www.nkdamar.org)


Executive Engineer Electrical
New Town Kolkata Development Authority

Format A: Format for bid application

(To be typed on the official letter head of the bidder)

To

The Executive Engineer Electrical

New Town Kolkata Development Authority

Sub: Participation in the tender for piloting of outdoor air purifier unit
in New Town Kolkata

RFP No.:

NIE T No.:

Sir,

We are interested in participating in the above-mentioned RFP and
submit as follows:

- i. We have gone through the RFP document and found that we
are eligible to participate in the tender
- ii. We have requisite technology/product developed/
manufactured by us for outdoor air purification.
- iii. We are ready to abide by all the terms and conditions of the
RFP
- iv. We have submitted the appropriate Earnest Money of 2% of the amount
quoted by us in the directed manner. Enclosed kindly find our Technical
and Financial proposal against the RFP.

Yours sincerely

Name:

Designation:

Signature:

Format B

FORMAT FOR POWER OF ATTORNEY FOR SIGNING BID

(On a Stamp Paper of Rs. 100/-)

Know all men by these presents, we(Name and address of the registered office) do hereby constitute, appoint and authorize Mr./ Mr..... (Name and address of residence) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for the Supply and installation of one unit of smart outdoor air purifier including one year's maintenance ,operation and collection of air quality data for reduction of particulate matter (both PM₁₀ and PM_{2.5}) from ambient air at location near Bus Stand Island (Action Area I, New Town), adjacent to Café Ekante food kiosk on pilot basis, including signing and submission of all documents and providing information/responses to New Town Kolkata Development Authority (hereinafter referred to as NKDA) representing us in all matters before NKDA, and generally dealing with NKDA in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Signature

(Name, Designation and Address)

I Accept

.....(Signature)

(Name Title and Address of the Attorney)

Signature Not Verified

Digitally signed by SUSANTA SIL
Date: 2020.07.31 17:53:48 IST
Location: West Bengal-WB