Kolkata Metropolitan Development Authority

**Abridged e-NIT**

Email ID: eekmda@gmail.com
OFFICE OF THE EXECUTIVE ENGINEER
KOLKATA DIVISION W&S SECTOR, KMDA
7TH FLOOR, UNNAYAN BHAVAN
SALT LAKE CITY, KOLKATA-700091

Memo No: 37 /EE (KD)/W&S/KMDA Dated: 16.05.2025

**Abridged e-NIT No.: 03/KMDA/W&S/EE (KD) of 2025-26, Dated: 16.05.2025**

Notice inviting e-Tender is invited by the **EXECUTIVE ENGINEER(KD), WATER SUPPLY SECTOR, KMDA** on behalf of the Kolkata Metropolitan Development Authority for the works mentioned in the list given below, through electronic tendering (e-tendering) from eligible and resourceful contactors with capability having credentials as per Eligibility Criteria Sated below.

| Sl. No | Name of Work | Estimated Amount Rs. | Earnest Money Rs. | Time of Completion |
|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 |
| 1 | Color painting works of 11 nos. Elevated Service Reservoir constructed under AMRUT, Ph-I [Ward No-04,15,20,21,23,27,29,30,31,34 &35] within Rajpur-Sonarpur Municipal area under O&M Fund.<br><br>Project Code : O &M Fund | 30,90,976.00 | 61,820.00 | **60 [Sixty] Days** |

Intending bidders desirous of participating in the tender are to log on to the website www.kmdaonline.org(the web portal of KMDA) and click on to the "e-procurement" link provided. They may also visit the website https://wbtenders.gov.in for the tender. The tender can be searched by typing KMDA in the search engine provided in the website.
Last date & time of submission of bids online is at **17.06.2025 at 18:00 Hrs.**

EXECUTIVE ENGINEER
KOLKATA DIVISION, W&S SECTOR, KMDA

No: 36/1(09)/EE (KD)/W&S/KMDA Dated: 16.05.2025

Copy forwarded for information to:

1. The Chairman, Rajpur-Sonarpur Municipality.
2. The Director General, W & S Sector, K.M.D.A.
3. The Chief Engineer, W & S Sector, K.M.D.A.
4. The Director of Finance, K.M.D.A.
5. The Dy. Secretary, Public Relation Cell, KMDA along with four copies of this NIT for publication in three leading dailies of which one must be in English and for display this NIT in website of KMDA and Govt. of West Bengal as per CEO's order No. 192(2)(18)N-316/KMDA/FA000/05 Dated 10.01.2008.
6. The Superintending Engineer, South Circle, W&S Sector, KMDA.
7. The Accounts Officer, W & S Sector, K.M.D.A.
8. The Divisional Accountant, KD/W&S/K.M.D.A
9. The Estimator, KD/W&S/K.M.D.A.

EXECUTIVE ENGINEER
KOLKATA DIVISION, W&S SECTOR, KMDA

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7TH FLOOR, UNNAYAN BHAVAN
SALT LAKE CITY, KOLKATA-700091

Kolkata Metropolitan Development Authority

Memo No: 36/EE (KD)/W&S/KMDA Dated:16.05.2025

**Detailed e-NIT No.: 03/KMDA/W&S/EE (KD) of 2025-26, Dated: 16.05.2025**

Notice inviting e-Tender is invited by the **EXECUTIVE ENGINEER(KD), WATER SUPPLY SECTOR, KMDA** on behalf of the Kolkata Metropolitan Development Authority for the works mentioned in the list given below, through electronic tendering (e-tendering) from eligible and resourceful contactors with capability having credentials as per Eligibility Criteria Sated below.

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If the bid value is 80% or less of the estimated amount, the L1 bidder will have to submit Additional Performance Security @10% of tendered amount shall be submitted in the form of Bank Guarantee from any Scheduled Bank within seven (07) working days from the date of issuance of LOA failing which his/her EMD will be forfeited and other necessary actions as per NIT like blacklisting of the contractor, etc. may be taken vide No. : 4608-F (Y) GOWB Dated: 18th July, 2018.**Bank Guarantee repository System Vide Memorandum No.-6010-F(Y) dated: 01.11.2023,** All Bidders submitting Bank Guarantee from a Scheduled Bank other than ICICI Bank must ensure that the issuing bank sends SFMS IFN 760 message through SFMS to ICICI Bank, IFSC ICIC0001056, Branch Salt Lake City, Sector V, in BG text to establish authenticity of the given Bank Guarantee. As and when other Scheduled Commercial Banks come up with similar solutions/services free of cost, they will also be included in the list of service providers of Bank Guarantee Repository System (BGRS).

**Eligibility Criteria:**

i) Intending tenderers should produce Credentials of **Similar Nature of completed works like at least Repairing & Painting of 6 Nos Elevated Service Reservoir** in single tender of the minimum value of **40%** (**Rs. 12, 37,000.00**) of the estimated amount put to tender during last 5(five) years prior to the date of issue of this tender notice in any Govt./Semi-Govt. / Undertaking /Autonomous Bodies / Statutory Bodies and Local Bodies **Or**

ii) Intending tenderers should produce Credentials of **Similar Nature of completed works like at least Repairing & Painting of 6 Nos Elevated Service Reservoir** in two (2) tenders, each of the minimum value of **30%** (**Rs. 9, 28,000.00**) of the estimated amount put to tender during last 5(five) years prior to the date of issue of this tender notice in any Govt./Semi-Govt. / Undertaking /Autonomous Bodies / Statutory Bodies and Local Bodies; **Or**

iii) Intending tenderers should produce credentials of one single running work of Credentials of **Similar Nature of works like at least Repairing & Painting of 6 Nos Elevated Service Reservoir** which has been completed to the extent of **80 %** or more and value of which is not less than the desired value at sl. (i) above. In case of running works in any Govt./Semi-Govt. / Undertaking /Autonomous Bodies / Statutory Bodies and Local Bodies, only those tenderers who will submit the certificate of satisfactory running work from the concerned executive Engineer, or equivalent competent authority with required credentials 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.

***The tender inviting authority (TIA) reserves the right to reject any bidders/agencies directly those credential does not match **as per Eligibility Criteria i), ii), iii)**.

Intending bidders desirous of participating in the tender are to log on to the website www.kmdaonline.org (the web portal of the KMDA) and click on to the "e-procurement" link provided. They may also visit the website https://wbtenders.gov.in for the tender. The tender can be searched by typing KMDA in the search engine provided in the website.

Bidders willing to take part in the process of e-tendering are required to obtain Digital Signature Certificate (DSC) from any authorized Certifying Authority (CA) under CCa, Govt. of India (viz. NIC, nCode Solution, Safescrypt, eMudhra, TCS, MTNL, IDRBT) DSC is given as a USB e-Token. After obtaining the Class 2 or Class 3 Digital Signature Certificate (DSC) from the approved CA they are required to register the fact of possessing the Digital Signature Certificates through the registration system available in the website.

Tenders are to be submitted online and intending bidders are to download the tender documents from the website stated above, directly with the help of the e-Token provided. This is the only mode of collection of tender documents. Details of submission procedure are given below under "General terms and conditions and information".

**Last date & time of submission of bids online is at 17.06.2025 at 18:00 Hrs.**

The intending bidder must read the terms and conditions of the NIT carefully. He should particularly go through the eligibility criteria required and satisfy himself of the requirements for eligibility. He should only submit his bid if the considers himself eligible and he is in possession of all the documents required.

All information posted on the website consisting of NIT and related documents, Form No I, BOQ, Corrigendum etc. and Drawings if any, shall from part of the tender document.

**General Terms and Conditions and Information**

**1. Eligibility for participation:**

i) Bona fide Contractors, Registered Engineers Co-operative Societies and Partnership firms registered with the State Government are eligible to participate, depending on the criteria as detailed below.

**2. Submission of Tenders**

**2.1 General process of submission**

Tenders are to be submitted online through the website stated. All the documents uploaded by the Tender Inviting Authority form an integral part of the contract. Tenderers are required to upload all the tender documents along with the other documents, as asked for in the tender, through the above website within the stipulated date and time as given in the Tender. Tenders are to be submitted in two folders at a time for each work, one is Technical Proposal and the other is Financial Proposal. The tenderer shall carefully go through the documents and prepare the required documents and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid. He needs to fill up the rates of items / percentage in the BOQ, downloaded for the work, in the designated Cell and upload the same in designated location of Financial Bid. The documents uploaded are virus scanned and digitally signed using the Digital Signature Certificate (DSC). Tenderers should specifically take note of all the addendum / corrigendum related to the tender and upload the latest documents as part of the tender.

**2.2 Technical Proposal**

The Technical Proposal should contain scanned copies and / or declarations in the following standardized formats in two covers (folders).

A ***Technical File (Statutory Cover) containing***:

i. Application for Tender *(Vide Form-1)* (to be submitted in 'Forms' folder)

ii. Notice Inviting Tender (NIT)*(to be submitted in 'NIT' folder)*

iii. Earnest Money Deposit (EMD) – Earnest Money will be deposited by the bidder electronically: online through his net banking enabled bank account, maintained at any bank **or** offline through any bank by generating NEFT/RTGS Challan from the e-tendering portal. Intending Bidder will get the Beneficiary details from e-tender portal with the help of Digital Signature Certificate and may transfer the **EMD** from their respective bank as per the Beneficiary Name and Account No., Amount, Beneficiary Bank Name (ICICI) and IFSC Code and also e-procurement Ref. No.

**If the L1 bidder does not agree to execute the job after opening of Financial Bid, the Earnest Money will be forfeited without any further intimation and may be construed as an attempt to disturb the tendering process and dealt with accordingly legally including debarment up to 3(three) years of the Bidder.**

iv. Scanned Copy of One affidavit before Notary will have to be submitted for each serial mentioning the correctness of the documents and a declaration of penalty debarment etc. faced by him under any Govt/Semi- Govt/Autonomous body/Institution, online at desired location. (As per Format Attached) **Note: Tenders will be summarily rejected if any item in the statutory cover is not uploaded.**

B. **Tenderer should upload following Documents in "All Other Important Documents" Folder in Statutory Cover& the number of other important documents (OID) to be submitted by the bidders should be restricted to only four (04) per tender vide No.: 3481-F(Y) Dated: 25.05.2023**.

**i. Certificates:**

1) **Latest Professional Tax Paid Challan**& P-TAX Enrolment Certificate, IT returns during last three financial year 2024- 25, 2023-24, 2022-23 and PAN Card details. Application for such addressed to the competent authority may also be considered.

2) Valid 15-digit Goods and Services Taxpayer Identification Number (GSTIN) under GST Act, 2017). Non production of the documents will result in GST deduction as per prevailing rules).

3) Valid Bank solvency Certificate as per prescribed **Annexure-III format** for work in sl.no.1 should be **minimum Rs. 4,00,000.00 (Rupees Four Lakhs)** from any Scheduled Bank with minimum one year validity and which shall have to **remain valid** on '**date of opening of technical bid'.**

4) Valid EPF and ESI Registration Certificate with **latest up to date Challan**.

5) The prospective bidders shall have in their full-time engagement or in contract experienced technical personal, with the sufficient knowledge of **PERT/CPM**, The minimum being one Civil Engineering **Degree Holder** & one Civil Engineering **Diploma Holder** (Authenticated documents in respect of qualification, engagements & Pay slip individual each will have to be furnished for Technical Evolution).

**ii. Company Details**

1. Registered Deed for Partnership Firm from Registrar of Assurances. Mere application for registration will not be considered. However, in cases where the applicant is yet to receive registration certificate from Registrar of Assurances, the application is to submit an affidavit in non-judicial stamp paper along with the application pledging that "the registration certificate of the Partnership firm will have to be submitted to the Tender Inviting Authority before making agreement with the Tender Accepting Authority in case he is found lowest". In case of in-ordinate delay in submitting the document, his bid is liable to be rejected and his EMD deposited will stand forfeited. Any change in the constituents of the consortium / partnership firm should also be **registered prior to the date of application of tender otherwise his application will be rejected**.
   *Note: An affidavit regarding authorized user of DSC for consortiums and a declaration regarding such authorization for Limited companies is to be submitted.*
2. Trade License for Proprietorship Firms.
3. **Memorandum of Articles for Limited Companies**
4. Society Registration and Bye-Laws for Cooperative Societies.

**i.** **Credential**:

**Credential Certificate** issued by an officer not below the rank of Executive Engineer / Divisional Engineer / District Engineer / Project Manager of the other State / Central Government Departments / Organizations **along with Work Order, Bill of Quantities and Payment Certificate to be submitted in 'Credential' folder**. The scanned copy of the Certificate should be uploaded with the non-statutory cover. However, Credential Certificate issued to sub-contractor by Central or State Govt undertaking /Govt Enterprise shall not be accepted.

**ii.** **Balance Sheet:**

**Audited Balance Sheets and I.T. Return (Saral) of last three financial years [2024-25, 2023-24, 2022-23] regarding annual turnover from contracting business in each year**.
*(If the company was set up less than three years ago, balance sheet for the no of years since inception is to be submitted)*

**Note:** The agency should have average turnover for work in sl.no.(1) should be **more than** Rs.**15,00,000.00** (**Rupees Fifteen Lakhs) only** in last three financial year. *(If the company was set up less than three years ago, average turnover for the nos. of years since inception, shall not be less than* Rupees One Crores).

**iii.** **Addenda / Corrigendum: if published**.

***Note:*** *Contractors are to keep track of all the Addendum / Corrigendum issued with a particular tender and upload the same digitally signed along with the NIT Tenders submitted without the Addendum / Corrigendum will be informal and liable to be rejected.*

**iv.** **Others: Any other documents found necessary**

***Note: Failure of submission of any one of the above-mentioned documents will render the tender liable to summary rejection. These above-mentioned documents should be upload in "All Other Important Documents" folder in Technical Cover.***

**v.** The bidder should not have record of poor performance or they should not have been blacklisted by any employer during the last five years prior to the date of the NIT. Such abandonment or punishment will be considered as disqualification towards eligibility. A declaration in this respect through affidavit has to be furnished by the prospective bidders as per Format IV **without which the Technical Bid shall be treated as non responsive**. The scanned copy of the affidavit should be uploaded with the non statutory cover and the hard copy should **preferably be submitted** along with the non statutory documents.

**1.1.1 Financial Proposal**

The financial proposal should contain the following documents in **one cover (folder).**

i) Bill of Quantities (BOQ): The contractor has to **quote the rate** online through computer in the space marked for quoting rate in the BOQ *(only downloaded copies of the above documents are to be uploaded, virus scanned and digitally signed by the contractor).*

**2. Completion Certificate**:

i. Completion Certificates for fully completed works during the current year and last five financial years will only be accepted.

ii. Completion Certificate of work executed in KMDA will be considered. Completion Certificate of works executed in other Departments of State Government or organizations, like Public Works & Public Works (Roads) Department, Irrigation & Waterways Department, Public Health Engineering Department, Sundarban Affairs Department and various other State Government Departments, Zilla Parishads, West Bengal Housing Infrastructure Development Corporation Limited (WBHIDCO), West Bengal State Electricity Distribution Company Limited (WBSEDCL), Kolkata Metropolitan Development Authority (KMDA), Kolkata Metropolitan Water Sanitation Authority (KMW&SA), Kolkata Municipal Corporation (KMC), Other Municipalities, Hooghly River Bridge Commissioner (HRBC), Engineering Departments of Central Government and Organizations like Farakka Barrage Project (FBP) Authority, Railways, Kolkata Port Trust (KoPT), and companies owned or managed by the State Government, i.e. Mackintosh Burn Ltd., Westinghouse Saxby Farmer Limited & Britannia Engineering Ltd. may also be considered. Such Completion Certificates are to be issued by an officer not below the rank of Executive Engineer / Divisional Engineer / District Engineer / Project Manager of the other State / Central Government Departments / Organizations.

3.1 **Penalty for suppression / distortion of facts**

If any tender fails to produce the original hard copies of the documents (especially Completion Certificates and audited balance sheets), or any other documents on demand of the Tender Evaluation Committee within a specified time frame or if any deviation is the hard copies from the uploaded soft copies of if there is any suppression, the Tender Evaluation Committee upon suggesting suitable

punitive measures will bring the matter to the notice of the Chief Engineer concerned immediately and the tenderer may be suspended from participating in the tenders on e-Tender platform of Water Supply Sector, KMDA as per approval of the Chief Engineer for a maximum period 3 (three) years. In addition, his Earnest Money Deposit will stand forfeited to KMDA. The Chief Engineer concerned will issue the necessary orders under intimation to the other Chief Engineers, e-Tendering Cell and also the Department, copy of such order should also invariably to be communicated to the Nodal Officer, e-Governance of this Department with a request to upload the same in the Departmental website.

3.2 **Debarment clause : In case of forgery or falsification of record submitted by tenderer or failure to execute committed contract or their failure to perform contractual obligation and thereby resulting delay of the works or execution of the faulty works the contractor /supplier /consultant may be suspended or debarred from KMDA as per the procedure stated in the memorandum no:- 547-W(C)/1M-387/15 dated 16/11/2015 and 724-W(c)/1M-953/19 dt- 19/12/19 of Joint Secretary to the Govt. of West Bengal, Public Works Department, Government of West Bengal.**

3.3 **Taxes & duties to be borne by the Contractor**

Income Tax, GST and Other Taxes as per present GOVT. Rule to be borne by the contractor and the rate should be quoted accordingly after consideration of all these charges.

3.4 **Site inspection before submission of tender**

Before submitting any tender, the intending tenderers should make themselves acquainted thoroughly with the local conditions prevailing at site by actual inspection of the site and taking into consideration all factors and difficulties like to be involved in the execution of work in all respect including transportation of materials, communication facilities, climate conditions, hydrological features, nature of soil, availability of local labour and market rate prevailing in the locality etc. and no claim, whatsoever, will be entertained on these account afterwards. In this connection intending tenderers may contact the office of the Executive Engineer of concerned Division between 11.30 hours to 16.30 hours on any working day prior to date of submission of tenders.

3.5 Agency shall have to arrange required land for installation of Plant & machineries, storing materials, labour shade etc. at their own cost and responsibility nearest to the work site.

3.6 **Conditional and incomplete tender**

Conditional and incomplete tenders are liable to summary rejection.

3. **Opening and evaluation of tender**

**3.1 Opening of Technical Proposal**

a) Technical proposals will be opened by the Tender inviting authority or his authorized representative electronically from the website stated above, using their Digital Signature Certificate.

b) Intending tenderers may remain present at the time of opening if they so desire.

c) Cover (Folder) for Statutory Documents (vide Clause 3.2A) will be opened first and if found in order, Cover (Folder) for Non-statutory Documents (vide Clause 3.2.B) will be opened. If there is any deficiency in the Statutory Documents, the tender will summarily be rejected.

d) Decrypted (transformed into readable formats) documents of the Non-statutory Cover will be evaluated to finalize eligible tenderers.

**3.2 Tender Evaluation Committee (TEC)**

Committee already constituted for issuance of tender papers for high value tenders, vide CEO, KMDA's order will continue to function as Tender Evaluation Committee (TEC), for evaluation of Technical Proposals of the tenders, until further order.

**3.3 Uploading so summary list of technically qualified renderers (1st round)**

i. Pursuant to scrutiny and decision of the Technical Evaluation Committee (TEC), the summary list of eligible tenderers for a particular serial of work who's Financial Proposals will be considered will be uploaded in the web portals.

ii. 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 cannot be produced within the stipulated timeframe, their proposals will be liable for rejection.

**3.4 Opening and evaluation of Financial Proposal**

i. Financial proposals of the tenderers declared technically eligible by the Tender Evaluation Committee will be opened electronically by the Tender Inviting Authority from the web portal stated above on the prescribed date.

ii. After opening of the financial proposal, the preliminary summary result containing inter-alia, name of contractors and the rates quoted by them will be uploaded

iii. If the Tender Accepting Authority is satisfied that the rate obtained is fair and reasonable and there is no scope of further lowering down of rate, he may after having the comparative statement checked, upload the final summary result containing the name of contractors and the rates quoted by them against each work after acceptance of the rate.

iv. The Tender Accepting Authority may ask any of the tenderers to submit analysis to justify the rate quoted by that tenderer.

4. **Bid Validity:** The Bid will be valid for ***120 days*** from the date of opening of the financial bid.

5. **Acceptance of Tender**

Lowest valid rate should normally be accepted. However, the Tender Accepting Authority does not bind himself to do so and reserves the right to reject any or all the tenders, for valid reasons.

6.1 **Tender Accepting Authority**

As per prevalent orders of UD & MA Dept. and KMDA Tender Accepting Authority for different tenders is as follows:

a) For tenders up to 2.5crore: *Superintending Engineer,*
b) For tenders above 2.5crore up to 5.0 crores: *Chief Engineer*
c) For tenders of value 5.0 crores or more : With approval of Govt. appointed Tender Committee of KMDA

6.2 **Execution of Formal tender after acceptance of tender**

The tenderers, whose tender is approved for acceptance, shall within 20days of the receipt of Letter of Acceptance (LOA) to him, will have to execute 'Formal Agreement' with the Tender Accepting Authority in seven/ten copies and one original copy of KMDA Form No. I which may be purchased on Cash Payment/Demand Draft from the office of the Executive Engineer concerned with the work.

6.3 The NIT shall form a part of the contract agreement. On acceptance of the bid, the successful bidder shall have to sign the contract consisting of NIT, instruction to bidders, special terms and conditions, specification, BoQ, Drawing, Rate quoted, LoA and Tender Form I.

6. **Payment**

The payment of RA as well as final bill for any work will be made according to the availability of fund and no claim to delay in payment will be entertained.

**7. Security Deposit**

i) The Earnest money deposited by the lowest bidder (hereinafter shall be called the contractor) shall be converted into security deposit.

ii) The authority making payment shall deduct an amount as security deposit from the progressive running accounts bills /final bill, so that total deduction against Security deposit together with initially deposited Earnest Money (converted to security deposit after issuance of work order) shall constitute to **10% of the value of work** actually done.

iii) After completion of the work, the Contractor may opt for refund of the Security Deposit by replacing equal amount of Bank Guarantee of scheduled Bank valid up to 3 months beyond the defect liability period.

iv) The Defect Liability Period for work in Sl-1 will be six (06) month from completion of the work.

**8. Defect Liability:**

i) The contract will have the Defect liability for a period as stated in above clause 8 (iv) from the date of successful completion of the work or the commissioning of the pipeline whichever is later.

ii) Prospective Bidder shall have to execute the work in such manner so that appropriate service level of the work under improvement is to be maintained during progress of the work and **during Defect Liability Period** from the date of successful completion of the work up to the entire satisfaction of the Engineer in Charge. If any defect / damage is detected during this period as mentioned above the contractor shall make the same good at his own expense to the satisfaction of the of the Engineer in Charge or in default the Engineer in Charge may cause the same to be made good by other agency and deduct the cost (of which the certificate of the Engineer in Charge shall be final) from his security deposit or any sums that may be then, or at any time thereafter become due to the contractor. Security Deposit shall become payable only during Defect Liability Period as mentioned in clause for Security Deposit in NIT after making necessary deduction if applicable.

10. **If any discrepancy arises between two similar clauses on different notifications, the clause as stated in later notification will supersede former one in following sequence:**

a) Printed Tender Form No. I of KMDA, b) Notice Inviting Tender

c) Special Terms and Condition, d) Financial Bid and e) Letter of Acceptance

**11. Withdrawal of Tender**

As per NIC Rules.

**12. Schedule of Dates for e-Tendering:**

| Sl. No | Activity | Date & Time |
|---|---|---|
| 1. | Publishing Date | 30.05.2025 at 15:00 Hrs. |
| 2. | Document Download start date | 30.05.2025 at 15:10 Hrs. |
| 3. | Bid submission start date | 30.05.2025 at 15:15 Hrs. |
| 4. | Document Download end date | 17.06.2025 at 18:00 Hrs. |
| 5. | Bid submission end date | 17.06.2025 at 18:00 Hrs. |
| 6. | Technical Bid opening date | 19.06.2025 at 16:00 Hrs. |
| 7. | Uploading of preliminary list of Technically qualified bidders. | To be notified later |
| 8. | Uploading of final list of Technically qualified bidders | Do |
| 9. | Financial Bid opening date | Do |
| 10. | Uploading of Financial Bid evaluation sheet | Do |

**Additional Terms & Conditions**

1. The Executive Engineer of the Division concerned will be the Engineer-in-Charge in respect of the contract and all correspondence concerning rates, claims, change in specification and/or design and similar important matters will be valid only if made by the Engineer-in-Charge. If any correspondence of above tender is made with Officers other than the Engineer-in-charge for speedy execution of works, the same will not be valid unless copies are sent to the Engineer-in-Charge and approved by him. The instruction given by the Assistant Engineer and the Technical Assistant on behalf of the Engineer-in-Charge shall also be valid (who have been authorized to carry out the work on behalf of the Engineer-in-Charge) regarding specification, supervision, approval of materials and workmanship. In case of dispute, the decision of Engineer-in-Charge shall be final and binding.
2. The acceptance of the tender will rest with the Tender Accepting Authority. The accepting authority reserves right to reject any or all tenders without assigning any reason thereof.
3. There shall be no provision for arbitration
4. The Bidder shall have to comply with the provisions of (a) Contract labour (Regulation & abolition) Rules, 1970(b) Minimum Wages Act 1948 or the modification thereof or any other laws relating thereto as will be in force from time to time.
5. Persons having authenticated and having registered Power of Attorney may be considered lawfully becoming to be acting on and for behalf of the Bidder.
6. Department shall not entertain any claim whatsoever from the contractor for payment of compensation on account of idle labour on any ground including non-possession of land.
7. The Government shall not be held liable for any compensation due to machines becoming idle for any circumstances including untimely rains, other natural calamities, strike etc.
8. No Adjustment of Price or Price Escalation of any kind will be allowed.
9. Imposition of any duty / tax / royalty etc. whatsoever of its nature (after work order / Commencement and completion of the work) is to be borne by the bidder. Original challans of those materials, which are procured by the bidder, may be asked to be submitted for verification.
10. No mobilization / secured advance will be allowed unless specified otherwise.

11. Income Tax, GST and other Taxes if any are to be paid by the contractor. No extra payment will be made for these. The rates of supply and finished work items are inclusive of these.
12. All working tools and plants, scaffolding, construction of vats & platforms will have to be arranged by the contractor at his own cost.
13. The contractor shall supply mazdoors, bamboos, ropes, pegs, flags etc. for laying out the work and for taking and checking measurements for which no extra payment will be made.
14. The contractor should see the site of works and tender documents, drawings etc. before submitting tender and satisfy himself regarding the condition and nature of works and ascertain difficulties that might be encountered in executing the work, carrying materials to the site work, availability of drinking water and other human requirements and security etc. The Engineer-in-Charge may order the contractor to suspend any work that may be subjected to damage by climate conditions. No claim will be entertained on this account. The contractor will not be entitled to any claim or extra rate on any accounts.
15. A machine page numbered Site Order book (with triplicate copy) will have to be maintained at site by the contractor and the same has got to be issued from the Engineer-in-Charge before commencement of the work. Instructions given by inspecting officers will be recorded in this book and the contractor must note down the action taken by him in this connection as quickly as possible.
16. The work will have to be completed within the time mentioned in the tender notice. A suitable work program is to be submitted by the contractor within 7(seven) days from the date of receipt of work order which should satisfy the time limit of completion. The contractor should inform in writing the name of his authorized representative at site within 7 (seven) days from the date of receipt of work order who will receive instruction of the work, sign measurement book, bills and other Govt. papers etc.
17. No compensation for idle labour, establishment charge or on other reasons such as variation of price index etc. will be entertained.
18. All possible precautions should be taken for the safety of the people and work force deployed at worksite as per safety rule in force Contractor will remain responsible for his labour in respect of his liabilities under the Workmen's Compensation Act etc. He must deal with such cases as promptly as possible. Proper road signs as per P.W.D. practice will have to be made by the contractor at his own costs while operating a republic thoroughfare.
19. The contractor will have to maintain qualified technical employees and/or Apprentices at site as per prevailing Apprentice Act or other Department Rules & Orders circulated from time to time. The contractor will have to accept the work program and priority of work fixed by the Engineer-in-Charge so that most vulnerable reach and / or vulnerable items be completed before the date needed by the Department due to impending monsoon or rise of water level or for other reasons.
20. The contractor may arranged Shuttering material at his own expense as painting works included shuttering items. No extra cost will be adjusted. Proper safety protocol should be followed to avoid any fatal accident during execution of the work.
21. **Compensation Clause as per latest verdict from the Hon'ble Supreme court: -** Identify the families of all labours under the Contractor who have died in accidentally on construction field since 1993 and award

compensation of Rs 10 lakhs for each such death to the family members depending on them. Rehabilitation must be based on the principles of justice and transformation.

22. Any materials brought to site by contractor must be subject to approval of the Engineer-in-Charge. The rejected materials must be removed by the contractor from the site at his own cost within 24 hrs. of issue of the order to that effect. The rates in the schedule are inclusive of cost and carriage of all materials to worksite. The materials will have to be supplied in phase with due intimation to the Sub-Divisional Officer concerned in conformity with the progress if the work. For special type of materials, relevant Data Sheet containing the name of the Manufacturers. Test Report etc. will also be submitted in each occasion. Engineer-in-Charge may conduct independent test on the samples drawn randomly before according approval for using the materials at site. In this regard decision of Engineer-in-Charge is final and binding.
23. In case the actual scope of work as per NIT for the turnkey tender decreases/ reduced due to any reason, the cost of such work shall be assessed on actual basis as per prevailing Schedule of rates of Govt. of W.B. and market rates (for non-schedule items) and that will be deducted from the total tendered amount during billing. Payment will be made on the basis of works actually done in different items.
**24.** For additional works, approval of the competent authority would be required as per Notification No. 6754-PW/L&A/2M-312/2017,18/12/2017 of PWD Law & Arbitration Cell, G.o.W.B. In no case the final bill value will exceed the accepted tendered amount for the work.

**EXECUTIVE ENGINEER**
**KOLKATA DIVISION**
**W&S SECTOR, KMDA**

Kolkata Metropolitan Development Authority

OFFICE OF THE EXECUTIVE ENGINEER
KOLKATA DIVISION W&S SECTOR, KMDA
7TH FLOOR, UNNAYAN BHAVAN
SALT LAKE CITY, KOLKATA-700091

No: 35/1(09)/EE (KD)/W&S/KMDA Dated: 16.05.2025

Copy forwarded for information to:

1. The Chairman Rajpur Sonarpur Municipality.
2. The Director General, W & S Sector, K.M.D.A.
3. The Chief Engineer, & S Sector, K.M.D.A.
4. The Director of Finance, K.M.D.A.
5. The Dy. Secretary, Public Relation Cell, KMDA along with four copies of this NIT for publication in three leading dailies of which one must be in English and for display this NIT in website of KMDA and Govt. of West Bengal as per CEO's order No. 192(2)(18)N-316/KMDA/FA000/05 Dated 10.01.2008.
6. The Superintending Engineer, South Circle, W&S Sector, KMDA.
7. The Accounts Officer, W & S Sector, K.M.D.A.
8. The Divisional Accountant, KD/W&S/K.M.D.A
9. The Estimator, KD/W&S/K.M.D.A.

**EXECUTIVE ENGINEER**
**KOLKATA DIVISION**
**W&S SECTOR, KMDA**

**(Annexure-I)**

**(Affidavit before Notary on a Stamp Paper of relevant value)**

**E-NIT No**. : Date: -

I/we the undersigned is the individual /proprietor/Business partner/Authorized signatory etc. of the firm of _____.

1. I/we, the undersigned _____ of the firm do hereby declared that, all the submitted documents including statements uploaded in the tender are valid, genuine, true, correct & authenticate. The undersigned also hereby declared that neither our firm _____ & nor any constitute firm had been debarred/penalized/blacklisted by any Govt./Semi-Govt./Govt. Undertaking/Autonomous body (constituted under the State/Central statute)/ Statutory Bodies and Local Bodies ever.
2. That any information/Statements uploaded in the tender are appear to be false or concealed, the Bid may be rejected/cancelled at any stage of the tender and no objection / claim will be raised by the undersigned and the department may take any legal action against the firms/companies.
3. The undersigned would authorized and request any firm or Corporationor any institutions or person to furnish pertinent information as deemed necessary and /or as requested by department to verify this statements.
4. The undersigned understands that farther qualifying information may be requested and agree to furnish any such information at the request of the department.

| | | |
|---|---|---|
| _____ | _____ | _____ |
| Signature of Tenderer | Signature of Tender Inviting Authority | Signature of Tender Accepting Authority |

**(Annexure-II)**

DECLARATION BY THE TENDERER

**E-NIT No. - Date: -**

I / We have inspected the entire site of works and have made me / us fully acquainted with local conditions on and around the site of works. I / We shall be bound by the conditions laid down in the Notice Inviting Tenders, Special Terms & Conditions, Technical Specifications, General Specifications, Specific Priced Schedule, scope of work, printed Tender Form No. – I KMDA, Bill of Quantities (BOQ), all Corrigendum's and Addendum's and all other documents uploaded before the last date of submission of tender which will be the part & parcel of the Contract Document. I/We shall be bound to sign all hard copies of uploaded documents under the NIT, during execution of formal agreement. My / Our tenders is offered taking due consideration of all the stipulations of contract documents.

Full Address with Phone No & valid Email Id
of Tenderer:

Name of the Tenderer:-

Signature of the Tender:-

| | | |
|---|---|---|
| Signature of Tenderer | Signature of Tender Inviting Authority | Signature of Tender Accepting Authority |

(**Annexure-III)**

**Bank Solvency Certificate Format**
**(On Banks Letter Head)**

Ref no: Date:

A/c to (Company Name and Address)

**SOLVENCY CERTIFICATE**

We the (Bank Name) do hereby certify that (Name of Proprietor/Business partner/Company/firm) having their Registered Office at (Registered Office addr**ess**) is **solvent to the extent/as good as** of Rs.(Amounting digits)(Rs. Amount in words) as disclosed by the information and records which are available with the aforesaid bank & remain valid upto……

In is further notified that the certificate is being issued at the request of (**Name of Proprietor/Business Partner/company/firm**) without attaching any risk and responsibility on our part in any respect whatsoever more particularly either as guarantor or otherwise.

For (Bank Name)

Sign & Stamp of Bank Manager

| | | |
|---|---|---|
| Signature of Tenderer | Signature of Tender Inviting Authority | Signature of Tender Accepting Authority |

**FORM 1**

**APPLICATION FOR TENDER**

**To**
**The Executive Engineer Kolkata Division**
**W & S Sector, KMDA**

**Tender No. ……**

**Serial No. of Work applied for: ……**

**Amount put to tender: ……..**

Dear Sir,

Having examined the Statutory, Non statutory & NIT documents, I/We hereby like to state that I/we will fully accept all your conditions and offer to execute the works as per Tender no and Serial no. stand above. I/We also agree to remedy the defects after/during execution of the above work in Conformity with the conditions of contract, specifications, drawings, bill of quantities and addenda.

Dated this _____day of _____202__

Full name of applicant: _____

Signature: _____

In the capacity of: _____

Duly authorized to sign bids

For & on behalf of (Name of Firm): _____

(In block capitals or typed)

Office address:

Telephone no(s) (office): _____

Mobile No. _____

Fax No. _____

| _____ | _____ | _____ |
|---|---|---|
| Signature of Tenderer | Signature of Tender Inviting Authority | Signature of Tender Accepting Authority |

# Annexure-iv
## PERFORMANCE BANK GUARANTEE

Bank Guarantee No. : _____
Date of Issue :_____
Date of Commencement:
Valid Until :**…….**/**……**/ or extended time as approved by the competent Authority
Amount : Rs._____/-

**To**
**Executive Engineer (Kolkata Division)**
**W.S. Sector, K. M. D. A.**

Sir:

Whereas the Executive Engineer (Kolkata Division ),W.S. Sector, Kolkata Metropolitan Development Authority a body corporate constituted under the West Bengal Town & Country (Planning & Development) Act, 1979, for and on behalf of the Kolkata Metropolitan Development Authority,(Since Superseded), constituted under Kolkata Metropolitan Development Authority Act 1966, having its Office at 7th Floor , Unnayan Bhavan , Salt Lake , Kolkata -700091 hereinafter called **The Authority**", which expression shall unless excluded by or repugnant in the context be deemed to include their successors and assigns of the one part entered into contract No:

, to **Name of Work**:Areaunder International bidding norms with M/s. _____, a Company incorporated under the Companies Act, 1956_____ and having its Registered office at "Company name and address", (hereinafter called the "Contractor"). In accordance with the provisions of the Conditions of Contract No. No. 57.2 the Contractor shall deposit with the Superintending Engineer (….Circle), Kolkata Metropolitan Development Authority, Office of the Superintending Engineer (…Circle), W.S. Sector, a Bank Guarantee to guarantee his proper and faithful performance under the said Clause of the Contract of an amount of Rs._____/- (Rupees …….. …….. only). The performance security shall be valid until the Contractor has executed and completed the Works and remedied any defects therein in accordance with the Contract i.e. till the completion of the defects liability period as per the Contract.

We, the (Bank's name and Branch ……, a body incorporated in India under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1969 of (Bank's Address) ……., having our Registered Office at ……. (hereinafter called "the Bank") which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns, do hereby guarantee and undertake to pay an amount of **Rs……/-** (Rupees …… only) to the Employer immediately of a written demand if as per evaluation of the Employer, the Contractor does not satisfactorily fulfil his obligations under the contract, an or all monies payable by the Contractor to the extent of **Rs……/-** (Rupees …….. only) as aforesaid at any time until **……../ ……. /2023** or extended time as approved by the competent Authority without any demur, reservation, contest, recourse or protest and / or without any reference to the Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor, any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Employer discharges this guarantee.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the bank as a principle debtor in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

We further agree that no change or addition to or other modification of the terms of the Contract or of Works to be performed there-under or of any of the contract documents which may be made between the Superintending Engineer (…Circle ) , W.S. Sector, Kolkata Metropolitan Development Authority, Office of the Superintending Engineer (…Circle),W.S. Sector, and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be enforced for a maximum period until **…….../……/**
or extended time as approved by the competent Authority on expiry of whichthe Superintending Engineer (E.B ),W.S. Sector, Kolkata Metropolitan Development Authority, Office ofthe Superintending Engineer (E.B )Circle, shall discharge the Guarantee. In case the Defects Liability Period ends after the expiry date of this guarantee the Employer shall not discharge the guarantee and shall request for extension of validity period of this guarantee.

Notice of claim under this Guarantee, if any, must be given to the Bank by the Employer during the guarantee period as mentioned above.

Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to **Rs……../-** (Rupees …… ……. only) and this Guarantee shall be in force till **……../……./** or extended time as approved by the Authority from the date hereof.
Notwithstanding anything contained herein:
Our liability under this Bank Guarantee shall not exceed **Rs……../-** (Rupees …….. only).
The Bank Guarantee shall be valid until **……../……./** or extended time as approved by the competent Authority**.**

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if the Superintending Engineer (…Circle), Kolkata Metropolitan Development Authority, Office of The the Superintending Engineer (…Circle),W.S. Sector, serves upon us a written claim or demand on or before **…… / ……/**

or extended time as approved by the competent Authority**.**

And

All rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under whether or not this document shall have been returned to us after **……../…….**
or extended time as approved by the competent Authority**.**

**For …… (Name of the Bank)**

**Authorized Signatory**

**Place:**
**Date :**