



**OFFICE OF THE SUPERINTENDING ENGINEER
PROGRAMMING CIRCLE, W&S SECTOR, KMDA
2ND FLOOR, BLOCK-C, UNNAYAN BHAVAN
SALT LAKE CITY, KOLKATA-700091.
Email Id:-Ws.Kmda@Gmail.Com.
Detailed e-NIT**

No: 47/SE (Prog)/W&S/KMDA

Dated: 17.12.2024

e-NIT No.:04/KMDA/W&S/SE(Prog) of 2024-25

Dated: 17.12.2024

Notice inviting e-Tender on **Turnkey Basis** is invited by the **SUPERINTENDING ENGINEER, PROGRAMMING CIRCLE, W&S SECTOR, KMDA** on behalf of the Kolkata Metropolitan Development Authority (KMDA) for the works mentioned in the list given below, through electronic tendering (e-tendering) from eligible, experienced and resourceful contactors with sufficient financial capacity having credentials as per Eligibility Criteria Sated below within last 5(five) years in any Govt./Semi-Govt. / Undertaking /Autonomous Bodies / Statutory Bodies and Local Bodies.

Sl. No	Name of Work	Estimated Amount Rs.	Earnest Money Rs.	Time of Completion
1	2	3	4	6
1.	Supply and installation of Laboratory Equipment's, Reagents and Glass wares etc. for Madhyamgram 140 MLD W.T.P. at Panihara under AMRUT 2.0.	Rate to be Quoted	40,000.00	60 Days

Note: The bidders have no adverse report for execution of any project work during last 5(five) years. This clause will lead for rejection of application even after fulfillment of other eligibility criteria.

Additional Terms and Conditions:

- An affidavit to be submitted separately that a full-fledged technically supported spot decision making Corporate Office exists in West Bengal which may be verified in due course.
- Security period for the work will be 5 years from the date of completion.
- The successful bidder will take every precaution while execution to safeguard the installations within the working site/location and will make good the damages if any occur during execution of work within working site/location.
- Department will not supply any equipment's/machineries to the contractors for execution of works. The contractors will have to arrange proper stacking, guarding and transportation from nearest delivery point at site including loading & unloading etc. All laboratory Equipment's, Reagents and Glass wares etc have to be supplied by the contractor at their own cost.

- Intending bidders will have to quote a single rate which will be considered GST and all other taxes. The proposed site should be visited/ observed by the bidders before their rate quote.

List of Laboratory equipment's, reagents, glass wares to be supplied with installation by the bidder
Location of the work: At Lab unit within 140 MLD Madhyamgram WTP premises.

Lab Equipment's for WTP

Sl No.	Equipment name	Capacity	Quantity (Nos)	Amount (Rs) including all current taxes
1.	Turbidity Meter : The instrument should come with unique Backscattered Light Absorbing Cavity Technology to eliminate stray light perfectly to produce extremely accurate results for low turbidity down to 0.01 NTU.	0 to 2000 NTU	1 no.	Rate to be quoted.
2.	pH Meter (bench Top) including mV & Temperature channel with electrode: Supply, installation & demonstration of microprocessor-based pH Meter with simultaneous sample temperature display, auto buffer recognition, auto temperature compensation, auto Calibration, Ready-to-take reading function, with a pH measuring range of 0-14.	0 to 14	1 no.	Rate to be quoted.
3	TDS Meter-Instrument should have Large screen that displays Conductivity or TDS readings with Temperature in °C or °F. Must offer options to select cell constant (0.1, 1.0 & 10.0) to measure samples of different conductivity/ TDS values	0 to 2000 mg/l	1 no.	Rate to be quoted.
4	Jar test aparatus with		1 no.	Rate to be

	flocculation unit for 6 nos Jar (Digital RPM & Timer).It must have capacity of treating 6 samples at a time and each of 1 Ltr. Cap. The system must provide six nos. of paddle mixer hanging from along horizontal shaft through level gear.			quoted.
5	Hot plate [With digital controller & indicator]	Standard size:25x40x15 cm. & 1.5 kw	1 no.	Rate to be quoted.
6	Vacuum pump with filtration unit	RECEIVER Capacity 1000 ml	1 no.	Rate to be quoted.
7	Distillation unit which should be made of Heat Resistant, Low Expansion Borosilicate Glass with ceramic heater.	Double distillation 1.5 ltr/hr	1 no.	Rate to be quoted.
8	Desiccator.	210 mm/21 cm	1 no.	Rate to be quoted.
9	Hot Oven -It should double walled unit with outer body made of Mild Steel Sheet treated for degreasing & rust proofing duly powdered coating and inner chamber should be made of Stainless Steel Sheet (304 Grade) and adjustable Stainless Steel Wire shelves.	28 Litres, aluminum chamber, 12 x 12 x 12 inch.	1 no.	Rate to be quoted.
10	BOD Incubator System should be Double walled, Outer MS- Powder coated and Inner Stainless steel-304. Between two walls to be filled with thick Glass wool for proper insulation chamber	170 Ltr	1 no.	Rate to be quoted.
11	Lab Weighing Machine/ Analytical Balance-	0 to 210 g	1 no.	Rate to be quoted.

	System must offer fastest stabilization time in its class – using state-of-the-art weighing sensors – 1.5 Sec.			
12	Magnetic stirrer.	(MGS0010000)	1 no.	Rate to be quoted.
13	Refrigerator	180 litres.	1 no.	Rate to be quoted.
14	Thermometer	0 to 250 degrees celcius	2 nos	Rate to be quoted.
15	Digital Spectrophotometer.	Wave length range: 320 nm-1100 nm.	1 no.	Rate to be quoted.

Lab Reagent's for WTP:

Sl No.	Reagent name	Capacity	Quantity (Nos)	Amount (Rs) including all current taxes
1.	Chlorotext (0.1 to 1.0 ppm).	100 ml	100 MLS.	Rate to be quoted.
2.	Whatman Filter paper, 125 mm, GRADE - 41	4 Pkt	PACK OF 100 PCS	Rate to be quoted.
3	Whatman Filter paper, 110 mm, GRADE - 42	4 Pkt	PACK OF 100 PCS	Rate to be quoted.
4	Whatman Filter paper, 47 mm, G/F	4 Pkt	PACK OF 100 PCS	Rate to be quoted.
5	Sulphuric Acid (98 % pure).	5 ltrs	2.5 LTRS.	Rate to be quoted.
6	Hydrochloric Acid.	2 Ltrs	500 MLS.	Rate to be quoted.
7	Silver nitrate.	50 gms	25 GMS.	Rate to be quoted.
8	EDTA Solution(0.02 N)	1000 ml	500 MLS.	Rate to be quoted.
9	EBT (Eriochrom Black -T)	100 g	25 GMS.	Rate to be quoted.

10	Chloroform.	500 ml	500 MLS.	Rate to be quoted.
11	Ethyle alcohol	500 ml	500 MLS.	Rate to be quoted.
12	Sodium chloride.	500 g	500 GMS.	Rate to be quoted.
13	Potassium Chloride	500 gms	500 GMS.	Rate to be quoted.
14	Phenolphthalein Indicator	100 ml	125 MLS.	Rate to be quoted.
15	Potassium dichromate.	250 gms	500 GMS.	Rate to be quoted.
16	Methyl Orange Indicator	100 ml	125 MLS.	Rate to be quoted.
17	Methyl Red	100 gms	25 GMS.	Rate to be quoted.
18	Sulfuric Acid (0.1 N)	500 ml	6 AMP.	Rate to be quoted.
19	Barium Chloride	500 gms	500 GMS.	Rate to be quoted.
20	Murioxide	25 gms	5 GMS.	Rate to be quoted.
21	Starch	500 gms	500 GMS.	Rate to be quoted.
22	Sodium bi Carbonate	500 gms	500 GMS.	Rate to be quoted.
23	Iodine Powder	500 gms	500 GMS.	Rate to be quoted.
24	Sodium Hydroxide [PELLETE]	500 gms	500 GMS.	Rate to be quoted.
25	Potassium Hydroxide [PELLETE]	500 gms	500 GMS.	Rate to be quoted.
26	Ammonia Buffer solution	500 ml	500 MLS.	Rate to be quoted.
27	Ammonium Chloride(NH4CL)	500 gms	500 GMS.	Rate to be quoted.
28	pH Buffer Capsule (4,7,9.2 & 10)	1 Pkt each	1 PKT EACHS.	Rate to be quoted.
29	Potassium chromate.	500 gms	500 GMS.	Rate to be quoted.
30	Sodium Sulfit.	500 gms.	500 GMS.	Rate to be quoted.
31	Xylene Orange	10 gms	10 GMS.	Rate to be quoted.
32	Hydrazine Sulphate	100 gms	100 GMS.	Rate to be quoted.
33	Hexamine	500 gms	500 GMS.	Rate to be quoted.
34	Sodium salt of EDTA	500 gms	500 GMSS.	Rate to be quoted.
35	Magnesium Salt of EDTA	500 gms	500 gms	Rate to be quoted.
36	Sodium Carbonate	500 gms	500 GMS.	Rate to be quoted.

37	Petroleum ether [60 80*]	500 ltr.	500 MLS.	Rate to be quoted.
38	Sodium Sulfate	500 gms	500 GMS.	Rate to be quoted.
39	Potassium dihydrogen Phosphate	500 gms	500 GMSS.	Rate to be quoted.
40	Potassium hydrogen Phosphate	500 gms	500 GMSS.	Rate to be quoted.
41	Sodium hydrogen Phosphate	500 gms	500 GMSS.	Rate to be quoted.
42	Magnesium Sulphate	500 gms	500 GMS.	Rate to be quoted.
43	Calcium Chloride	500 gms	500 GMS.	Rate to be quoted.
44	Ferric Chloride	500 gms	500 GMS.	Rate to be quoted.
45	Manganese Sulphate	500 gms	500 GMS.	Rate to be quoted.
46	Potassium Iodide	250 gms	250 GMS.	Rate to be quoted.
47	Sodium Azaide	100 gms	100 GMS.	Rate to be quoted.
48	Sodium Thiosulfate	500 gms	500 GMS.	Rate to be quoted.
49	Laboratory tissue paper.	4 Pkt	PACK OF 10 ROLL	Rate to be quoted.
50	Surgical Gloves	12 Pces.	PACK OF 100 PCS	Rate to be quoted.
51	Laboratory Apron	5 nos	EACH	Rate to be quoted.
52	Goggles	6 nos	EACH	Rate to be quoted.
53	Chemical Sucker	6 nos	EACH	Rate to be quoted.

Glass apparatus for WTP:

Sl No.	Apparatus name	Capacity	Quantity (Nos)	Amount (Rs) including all current taxes
1.	Beaker	1000 ml	10 nos	Rate to be quoted.
2.	Beaker	500 ml	5 nos	Rate to be quoted.
3	Beaker	250 ml	5 nos	Rate to be quoted.
4	Beaker	100 ml	10 nos	Rate to be quoted.
5	Volumetric flask with stopper	1000 ml	5 nos	Rate to be quoted.
6	Volumetric flask with	500 ml	5 nos	Rate to be

	stopper			quoted.
7	Volumetric flask with stopper	250 ml	5 nos	Rate to be quoted.
8	Funnel, 100 MM DIA	500 ml	3 nos	Rate to be quoted.
9	Funnel, 75 MM DIA	250 ml	3 nos	Rate to be quoted.
10	Funnel, 60 MM DIA	100 ml	3 nos	Rate to be quoted.
11	Graduated Cylinder	1000 ml	2 nos	Rate to be quoted.
12	Graduated Cylinder	500 ml	3 nos	Rate to be quoted.
13	Graduated Cylinder	250 ml	3 nos	Rate to be quoted.
14	Graduated Cylinder	100 ml	3 nos	Rate to be quoted.
15	Graduated Cylinder	50 ml	3 nos	Rate to be quoted.
16	Graduated Cylinder	25 ml	3 nos	Rate to be quoted.
17	Graduated Cylinder	10 ml	3 nos	Rate to be quoted.
18	Inhofe Cone(0 to 100% marked)	1000 ml	1 no	Rate to be quoted.
19	Test tube [PACK OF 100 PCS.]	10 ml	100 Nos.	Rate to be quoted.
20	BOD Bottles.	300 ml	15 nos	Rate to be quoted.
21	Spatula [S.S]	Small	6 nos	Rate to be quoted.
22	Separated funnel	500 ml	2 nos	Rate to be quoted.
23	Conical flask/Erlenmeyer flask	500 ml	3 nos	Rate to be quoted.
24	Conical flask/Erlenmeyer flask	250 ml	3 nos	Rate to be quoted.
25	Conical flask/Erlenmeyer flask	100 ml	3 nos	Rate to be quoted.
26	Petri Dishes	100 mm x 15 mm	3 nos.	Rate to be quoted.
27	Pipette	10 ml	5 nos	Rate to be quoted.
28	Pipette	5 ml	5 nos	Rate to be quoted.
29	Pipette	2 ml	5 nos	Rate to be quoted.
30	Pipette	1 ml	5 nos	Rate to be quoted.
31	Burette	50 ml	5 nos	Rate to be quoted.
32	Burette	25 ml	5 nos	Rate to be quoted.
33	Burette Stand with clamp	Standard	2 nos	Rate to be quoted.

34	Solution bottle [GLASS]	100 ml	5 nos	Rate to be quoted.
35	Solution bottle [GLASS]	250 ml	5 nos	Rate to be quoted.
36	Solution bottle [GLASS]	500 ml	5 nos	Rate to be quoted.
37	Sample collection bottle	500 ml	10 nos	Rate to be quoted.
38	Glass Rod	9X150	2 nos	Rate to be quoted.

Eligibility Criteria:

i) Intending tenderers should produce credentials of similar nature (as mentioned above Sl. No. 1) of completed work in a single tender of the minimum value of Rs. **7,70,000.00**(Seven lakh seventy thousand) only put to tender during 05(Five) years prior to the date of issue of the tender notice in any Govt./Semi-Govt. / Undertaking /Autonomous Bodies / Statutory Bodies and Local Bodies or,

ii) Intending tenderers should produce credentials of 2(two) no's of completed works in similar nature of works, each of the minimum value of Rs. **5,78,000.00** (Five lakh seventy eight thousand) only put to tender during 05(Five) years prior to the date of issue of the tender notice in any Govt./Semi-Govt. / Undertaking /Autonomous Bodies / Statutory Bodies and Local Bodies.

iii) Intending tenderers should produce credentials of one single running work of similar nature which has been completed to the extent of 80% or more and value of which is not less than the desired value at (i) above;

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 executing agency, i.e., the tenderer.

The authority reserves the right to reject or accept any or all tender without assigning any reason.

Documents to be produced in support of Credential:

A successful performance and completion certificate supplemented with work order along with payment certificate issued by the competent authority shall have to be furnished in support of credibility in terms with eligibility criteria depicted in this Notice (**Eligibility to participate in the tender**). Besides this, following documents shall have to be furnished:

- Particulars of ownership/partnership or Board of Directors pertaining to the Organization/Company/Firm.
- Copies of valid PAN Card, GST, E.P.F & E.S.I Registration Certificate with latest challan, Professional Tax clearance Certificate, Trade License, and Last three (03) financial years IT returns.
- Bank solvency Certificate not less than Rs.2.00 lakh (Rupees Two Lakhs) only from any Scheduled Bank and valid for 1 (One) year upto the date of e-NIT.
- List of machines &equipment's necessary for field works as well as laboratory test for all materials.

- e) List of Technical Personnel employed under the organization in details of manpower, qualification, experience and address with contact number.
- f) Corresponding address should be within West Bengal together with Fax, Telephone nos., Contact mobile no. & Email no. of the tenderer.
- g) The average annual turnover of last three financial years, of the intending bidder, shall have to be at least Rs. 8.00 lakh (Rupees Eight lakh only).

All documents in original to be produced in due course of time as & when asked by the Tender Inviting Authority

The Rate is to be quoted considering GST and all other taxes as applicable Govt. Norms.

Intending bidders desirous of participating in the tender are to log on to the website <https://kmda.wb.gov.in> (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, e-Mudhra, 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 20.01.2025 at 12:00 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 he 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 form part of the tender document.

General Terms and Conditions and Information

1. Eligibility for participation:

Bonafide Resourceful Contractors, Registered Engineers Co-operative Societies, Partnership firms registered with the State Government are eligible to participate, depending on the criteria as detailed below.

Note: Only works completed successfully will be treated as credential. **Joint venture, Consortiums etc. are not allowed.**

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 upto 3(three) years from KMDA 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

(I). Certificates:

- 1) Valid trade License.
- 2) Declaration of Affidavit.
- 3) Professional Tax (PT) submission Challan and PAN Card details. Application for such addressed to the competent authority may also be considered
- 4) GST Registration Certificate.
- 5) Bank solvency Certificate not less than Rs.2.00 lakh (Rupees two lakh) only from any Scheduled Bank and valid for 1 (One) year upto the date of publication of e-NIT.
- 6) IT Return and Audited Balance Sheet for last 3 (three) years.

7) EPF and ESI Certificate along with labour license to be obtained and uploaded at the time of bid submission OR Submitted to the Engineer in Charge before the processing of 1st R.A. bill in that case a self-Undertaking/declaration must be uploaded.

8) The average annual turnover of last three financial years, of the intending bidder, shall have to be at least Rs. 8.00 lakh (Rupees Eight Lakh) only.

9) The prospective bidders shall have in their full-time engagement or in contract experienced technical personal, With the sufficient knowledge of PART/CPM, The minimum being one Civil Engineering Degree Holder or one Civil Engineering Diploma Holder (Authenticated documents in respect of qualification and engagement shall be Furnished for Technical Evolution)

(II) Company Details

1. Registered Deed for Partnership Firm from Registrar of Assurances. More 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.

(III) 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 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.

(IV) Balance Sheet:

Audited Balance Sheets and I.T. Return of last three financial years 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)

(V) Addenda / Corrigendum:

Contractors are to keep track of all the Addendum / Corrigendum (if any) 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.

(VI) 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. This above mentioned documents should be upload in “All Other Important Documents” folder in Technical Cover.

(VII) 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.

2.3 Financial Proposal

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

i) **Bill of Quantities (BOQ):** The bidder has to **quote the rate for each item in the BOQ**, online 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).

3. Completion Certificate:

i. **Completion Certificates for fully completed works during the last five financial years will only be accepted. Certificates issued for partly completed works will not be considered.**

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, ZillaParishads, 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 (KMWSA), 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 minimum period of 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. **Suspension & debarment: Will be applied as per clause no. 547-W(C)/1M-387/15 dated 16/11/2015 and no. 724/W(C)/1M-953/19 dated 19/12/2019.**

3.2 Taxes & duties to be borne by the Contractor

Income Tax, Labour Cess, GST and Other Taxes as per Govt. Rule to be borne by the contractor and the rate should be quoted accordingly after consideration of all these charges. Income Tax, GST and Other Taxes as per latest Finance Rules (No.:-4691 F(Y) Dated: - 22.11.2022) to be borne by the contractor and the rate should be quoted accordingly after consideration of all these charges.

3.3 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.

3.4 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.

3.5 Conditional and incomplete tender

Conditional and incomplete tenders are liable to summary rejection.

4. Opening and evaluation of tender

4.1 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.

4.2 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.

4.3 Uploading so summary list of technically qualified tenderers (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 whose 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 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.

4.4 Opening and evaluation of Financial Proposal

- i. Financial proposals of the tenderers declared technically eligible 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.

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

6. Acceptance of Tender

Lowest valid quoted amount for the work 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& KMDA, Tender Accepting Authority for different tenders is as follows:

- a) For tenders above upto 2.5crore: Superintending Engineer,
- b) For tenders above 2.5 crore upto 5.0 crores: Chief Engineer
- c) For tenders of value 5.0 crores or more : Reconstituted Works and Tender Committee

6.2 Execution of Formal tender after acceptance of tender

The tenderers, whose tender is approved for acceptance, shall within 20 days 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.

7. Payment

The payment of R/A bills 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.

8. 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 such sum which together with the Earnest Money already deposited and converted into security deposit, shall amount to 3% of the value of works executed at the material point of time and paid during the progressive running accounts bills, so that total deduction against Security deposit together with Earnest Money constitute 3% of the tendered 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 Security Period (i.e Defect Liability Period) will remain in force for 5 (Five) years for this work.
 - a) **No security deposit shall be refunded to the contractor for 1st (first) 3 years from the actual date of completion of the work;**
 - b) **30% of the security deposit shall be refunded to the contractor on expiry of 4 (four) years from the actual date of completion of the work;**
 - c) **The balance 70% of the security deposit shall be refunded to the contractor on expiry of 5 (five) years from the actual date of completion of the work.**

9. Defect Liability:

- i) The contract will have the **Defect liability for a period of 5 (five) Years** from the date of successful completion of the work. The respective bidder/Agency should have a valid mobile no with Email address to whom may be contact by the EIC as when required for any technical error in lists of apparatus supplied by them throughout the DLP period.
- 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	03.01.2025
2.	Document Download start date	03.01.2025 at 14:00 Hrs
3.	Bid submission start date	03.01.2025 at 14:00 Hrs
4.	Document Download end date	20.01.2025 at 14:00 Hrs
5.	Bid submission end date	20.01.2025 at 12:00 Hrs
6.	Technical Bid opening date	22.01.2025 at 14:00 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.
20. 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.
21. The quantities of different items of work mentioned in the tender schedule or in work order are only tentative. In actual work, these may vary considerably. Payment will be made on the basis of works actually done in different items. Payment for individual item of work in the BOQ will be made on the basis of actually executed quantity of work and its corresponding quoted rate. For execution of quantitative excess of any item beyond 10% or supplementary works, approval of the Superintending Engineer / Chief Engineer would be required depending on whoever be the Tender Accepting Authority, before making payment. In no case the final bill value will exceed the accepted tendered amount for the work.

SUPERINTENDING ENGINEER
PROGRAMMING CIRCLE,
W&S SECTOR, KMDA



**OFFICE OF THE SUPERINTENDING ENGINEER
Programming Circle, W&S Sector, KMDA
2ND Floor, Block-C, Unnayan Bhavan
Salt Lake City, Kolkata-700091.
EMAIL ID:-ws.kmda@gmail.com**

No: 47/1(12)/SE(PROG)/W&S/KMDA

Dated:- 17.12.2024

Copy forwarded for information to:

1. The Chairman, Madhyamgram Municipality.
2. The Director General (Water and Sanitation Sector) KMDA.
3. The Chief Engineer, W&S Sector, KMDA
4. 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.
5. The Director of Finance, KMDA.
- 6-9. The Superintending Engineer, West Circle/South Circle/FAWS/FAWS-II Circle/East Circle/D&P/EB/GRWW/Planning W&S Sector, KMDA.
10. The Accounts Officer, W&S Sector, KMDA, Committee Member
11. The Estimator, Programming Circle, W&S Sector, KMDA.
12. Office copy.

**SUPERINTENDING ENGINEER
PROGRAMMING CIRCLE
W&S SECTOR, KMDA**



**OFFICE OF THE SUPERINTENDING ENGINEER
PROGRAMMING CIRCLE, W&S SECTOR, KMDA
2ND FLOOR, BLOCK-C, UNNAYAN BHAVAN
SALT LAKE CITY, KOLKATA-700091.
EMAIL ID:-ws.kmda@gmail.com**

Abridged e-NIT

No: 47/SE (Prog)/W&S/KMDA

Dated: 17.12.2024

e-NIT No.: 04/KMDA/W&S/SE(Prog) of 2024-25 Dated : 17.12.2024

Notice inviting e-Tender on **Turnkey Basis** is invited by the **SUPERINTENDING ENGINEER, PROGRAMMING CIRCLE, W&S SECTOR, KMDA** on behalf of the Kolkata Metropolitan Development Authority (KMDA) for the works mentioned in the list given below, through electronic tendering (e-tendering) from eligible, experienced and resourceful contactors with sufficient financial capacity having credentials as per Eligibility Criteria Sated below within last 5(five) years in any Govt./Semi-Govt. / Undertaking /Autonomous Bodies / Statutory Bodies and Local Bodies.

Sl. No.	Name of Work	Estimated Amount Rs.	Earnest Money Rs.	Time of Completion
1	2	3	4	6
1.	Supply and installation of Laboratory Equipment's, Reagents and Glass wares etc. for Madhyamgram 140 MLD W.T.P. at Panihara under AMRUT 2.0.	Rate to be Quoted	40,000.00	60 Days

Intending bidders desirous of participating in the tender are to log on to the website <https://kmda.wb.gov.in> (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.

Last date & time of submission of bids online is **20.01.2025 at 12:00 Hrs**

SUPERINTENDING ENGINEER
PROGRAMMING CIRCLE/ W&S SECTOR, KMDA

No: 47/1(12)/SE(PROG)/W&S/KMDA

Dated:- 17.12.2024

Copy forwarded for information to:

1. The Chairman, Madhyamgram Municipality.
2. The Director General (Water and Sanitation Sector) KMDA.
3. The Chief Engineer, W&S Sector, KMDA
4. 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.
5. The Director of Finance, KMDA.
- 6-9. The Superintending Engineer, West Circle/South Circle/FAWS/FAWS-II Circle/East Circle/D&P/EB/GRWW/Planning W&S Sector, KMDA.
10. The Accounts Officer, W&S Sector, KMDA, Committee Member
11. The Estimator, Programming Circle, W&S Sector, KMDA.
12. Office copy.

SUPERINTENDING ENGINEER
PROGRAMMING CIRCLE/ W&S/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 Corporation or 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-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 OfficeAddress) is **solvent to the extent/as good as** of Rs.(Amount in digits)(Rs. Amount in words) as disclosed by the information and records which are available with the aforesaid bank.

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

(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

FORM 1

APPLICATION FOR TENDER

To
The Superintending Engineer (Programming Circle)
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

**Superintending Engineer (Programming Circle)
W.S. Sector, K. M. D. A.**

Sir:

Whereas the Superintending Engineer (...Circle.),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 **2nd Floor, Block-C, Unnayan Bhavan Salt Lake City 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 :