

**OFFICE OF THE EXECUTIVE ENGINEER  
MECHANICAL DIVISION-III, E-M SECTOR, KMDA  
1, RN TAGORE ROAD, KOLKATA-700076  
E-mail id: [anupamdas660@gmail.com](mailto:anupamdas660@gmail.com)**

**Abridged e-NIT No.: KMDA/EM/EE/MD-III/NIT-18 of 2024-25**

**dated: 07.02.2025**

The Executive Engineer, Mechanical Division - III, EM Sector, KMDA for and on behalf of Kolkata Metropolitan Development Authority (KMDA) invites online e-tender in Two Parts for the following work from the eligible agencies. All necessary information for participation in the Tender are stated in Detailed e- Tender Notice.

Sl. No.	Description of work	Estimated Amount (Rs.)	Earnest Money Deposit (EMD) (Rs.)	Time of completion
1.	Supply, Delivery, Fabrication, Modification, Installation, Testing and Commissioning of Electro-Mechanical & Instrumentation work at existing 48 MLD Raw Water Pump House for water supply scheme of Bally Municipality, Howrah.	Item rate (to be quoted by the Bidder)	Rs. 1,33,500.00 (balanced amount to determine @2% of the quoted/accepted amount shall be deposited by the successful bidder as EMD within a period specified by the Govt. norms, and prior to issuance of Work Order)	09 calendar months (excluding 1 month trial run)

- An online request for participating in the tender is **from 19.02.2025, 14.00 hours to 12.03.2025 at 14.00 hours**. Further details may be had from the detailed NIT at the office of the undersigned or from the KMDA web site: <https://kmda.wb.gov.in> and [www.wbtenders.gov.in](http://www.wbtenders.gov.in)

Executive Engineer  
Mechanical Division-III,  
E-M Sector, KMDA

No.111/1(6) / EE/ MD-III/ EM / KMDA / T-01

Date:07.02.2025.

Copy forwarded to:

1. The Chief Engineer, E/M Sector, KMDA.
2. The Chief Engineer, WS Wing, W&S Sector, KMDA.
3. The Superintending Engineer, (E/M-I, II), (MC-I, II), (EC-I, II)/ EM Sector, KMDA
4. The Deputy Secretary (PR), KMDA - With the request to publish the tender notice in the leading dailies of national importance and web-portals as per existing norms depending on the approved amount and in KMDA & GOWB web-site. The Copy of the approval of the Scheme is enclosed along with copy of AA&FS.
5. The A.C.F.A., EM Sector, KMDA.
6. Notice Board.

Executive Engineer  
Mechanical Division-III,  
E-M Sector, KMDA

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**Detailed e-NIT No.: KMDA/EM/EE/MD-III/NIT-18 of 2024-25 dated: 07.02.2025**

The Executive Engineer, Mechanical Division - III, for and on behalf of Kolkata Metropolitan Development Authority (KMDA) invites online Tender in two Parts for the following works from eligible agencies. The criteria for participation in the tender are mentioned in detail below.

<u>Sl. no.</u>	<u>Items for consideration</u>	<u>Information</u>
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1.1	<b>Name of Works</b>	: Supply, Delivery, Fabrication, Modification, Installation, Testing and Commissioning of Electro-Mechanical & Instrumentation work at existing 48 MLD Raw Water Pump House for water supply scheme of Bally Municipality, Howrah.
1.2	<b>Name &amp; Address of the tender Inviting authority</b>	: Executive Engineer, Mechanical Division-III, E/M Sector, KMDA. 1, R.N. TAGORE ROAD, KOLKATA-700076.
1.3	<b>Name &amp; Address of the Executing Office.</b>	: Executive Engineer, Mechanical Division-III, EM Sector, KMDA. 1, R.N. TAGORE ROAD, KOLKATA – 700076.
1.4	<b>Firm (s) / Contractor(s) eligible to submit tender</b>	: Any agency willing to take part in the e-Tendering process <b>will have to be enrolled</b> and registered with the Govt. e- procurement system, through logging on to <a href="http://wbtdenders.gov.in">http://wbtdenders.gov.in</a> and to obtain a class-II or Class-III Digital Signature Certificate (DSC) for submission of Tenders from the approved service provider of the NIC.
1.5	<b>Estimated Value of work</b>	: Item rate (to be quoted by the Bidder)
1.6	<b>Earnest Money Deposit</b>	: Rs. 1,33,500.00 (balanced amount to determine @ 2% of the quoted/ accepted amount shall be deposited by the successful bidder as EMD within a period specified by the Govt. norms, and prior to issuance of Work Order)
1.7	<b>Time of Completion</b>	: 09 calendar months (excluding 1 month trial run).
1.8	<b>Collection of tender documents</b>	: The agency can search and download NIT and tender documents electronically from computer once he logs on to website using the DSC. This is the only mode of collection of tender documents.
1.9	<b>Submission of Tenders</b>	: Tenders are to be submitted online through website in two folders at a time for each work one is technical Proposal and the other is Financial Proposal, before the prescribed date and time. Using the digital signature certificate (DSC), the documents are to be uploaded, virus scanned and digitally signed. The documents will get encrypted (transformed into non-readable formats)
1.10	<b>Publishing Date &amp; time.</b>	: From 19.02.2025, 14.00 hours
1.11	<b>Date &amp; time for download of documents start</b>	: From 19.02.2025, 14.00 hours
1.12	<b>Date &amp; time for submission of Bid document start.(online)</b>	: From 19.02.2025, 15.00 hours

1.13	Date & Time for pre Bid meeting.	:	27.02.2025, 14.00 hours
1.14	Date & Time for download of document end.	:	12.03.2025, 14.00 hours
1.15	Date & Time for submission of Bid document end. (Online)	:	12.03.2025, 14.00 hours
1.16	Date & Time for opening of Technical Bid. (Part – I)	:	17.03.2025, 14.00 hours
1.17	Date & Time for uploading of preliminary list of qualifying Bidders.	:	To be notified latter on (for any update visit the portal).
1.18	Date & Time for uploading of final list of technically qualifying Bidders.	:	To be notified latter on (for any update visit the portal).
1.19	Date & Time for opening of financial Bid. (Online)	:	To be notified latter on (for any update visit the portal).
1.20	Date & Time for uploading of financial Bid evaluation sheet. (Online)	:	To be notified latter on (for any update visit the portal).

## **2.0. Submission of Tenders:**

2.1 Tenders are to be submitted online through website in two folders at a time for each work, one is technical Proposal and the other is Financial Proposal, before the prescribed date and time. Using the digital signature certificate (DSC), the documents are to be uploaded, virus scanned and digitally signed. The documents will get encrypted (transformed into non-readable formats).

### 2.2 Technical Proposal (PART-I)

The Technical should contain scanned copies and / or declarations in the following standardized format in further to covers (Folders).

#### **a) Technical files (Statutory covers)**

- i. NIT and Addendum or Corrigendum if any.
- ii. Tender Form No. 1.
- iii. Declaration.
- iv. Scanned copy of Power of attorney by the competent Authority if the power is delegated for signing the Bid to persons other than the applicant must be uploaded.
- v. Scan Copy of Bank Challan.
- vi. Credential.
- vii. Valid Electrical Contractor's License, valid supervisory certificate.

#### **b) My Documents (Non- statutory cover) containing: The following documents are to be submitted along with technical proposal**

- (i) The firm shall have valid and / or renewed trade license.
- (ii) The intending bidder shall have valid up to date clearance certificates of professional tax. If up to date PTCC is not obtained then receipted copy of tax deposit Challan from the date of PTCC last issued / obtained to the current year shall have to be produced
- (iii) The firm shall have Valid GST Registration with Certificate.
- (iv) The firm shall have valid PAN issued by GOI with IT (last year's) Return.
- (v) The Firm shall have valid EPF and ESI registration certificate.
- (vi) The Firm shall have Audited Balance Sheet with IT Returns for Last Three financial years, as applicable.

- (vii) The intending bidder shall have Valid Electrical Contractor's License. The Electrical Supervisor / personnel to be provided by the agency shall possess requisite valid supervisory certificate and to be enlisted in Contractor's electrical contractors' License under either DOE of WB with SCC requisite Parts or National Certificate of Electrical Supervisor shall be uploaded or valid appointment documents of electrical supervisor with Declaration of appointment to be provided as mentioned in earlier case of which the EIC may ask for verification at any time during the period of contract.
- viii) **Credentials:** The intending bidder shall produce either of the following credentials each under any Govt./Govt. undertaking /Autonomous Body/Local Body during last 5 (five) years prior to the date of this tender notice as stated below :
- (1) Intending bidder should produce credentials of successfully completed Eletro- mechanical work related with the Potable Surface Water Supply scheme contract job of minimum value of 40% of the rate/amount quoted by the respective bidder in a single contract.
- or**
- (2) Intending tenderers should produce credentials of successfully completed Eletro- mechanical work related with the Potable Surface Water Supply scheme contract job of 30% of the rate/amount quoted by the respective bidder each of two separate contracts.
- or**
- (3) Intending bidder should produce credential of one single running work of Eletro- mechanical work related with the Potable Surface Water Supply scheme contract job which has been at least 80 % payment has been made for completed part or more and the value of which is not less than the desired value at (1) above
- and**
- (4) In case of running works (3), the certificate should be clearly stated that the work is in progress satisfactorily and no penal action has been initiated against the executing agency i.e. tenderer. Certificate by the said department in favour of the bidder is only acceptable. Any type of payment certificate or work/awarding order will not be treated as credential.
  - (5) Credential certificate issued by the Executive Engineer or equivalent or competent authority of a State/Central Government, State/Central Government Undertaking, Statutory/Autonomous Bodies constituted under the Central/State statute, on the executed value of completed/running work will be taken as credential.
- ix) The work completion certificate (Credential) must specify the name of agency with address, detailed nature of job completed, Agreement or Tender No., L.O.I. and / or W.O. No. with date, Tender Rate, Tender value of job, date of commencement of work and the date of completion of work and the Final Bill value and any type of payment certificates or work / awarding order cannot be treated as credential.
- x) Any sort of completion of work/s under sub-contract shall not be treated as credential. Any type of joint venture in any form will not be accepted.
- xi) A declaration on non-judicial stamp paper stating that the documents submitted / furnished by bidder/s are true and genuine to the best of his knowledge and belief. In case any fraudulent activities are observed and or detected, the bidder shall be solely responsible for such activities. Bidder shall have also to be declare that whether his firm has been debarred from any sort of tendering in any department or punished in any form under any Govt./ Semi Govt./Autonomous Body/Institution etc. during last 5 (five) years prior to the date of this Tender notice.
- xii) Joint venture in any type in any form, relaxation for NSIC, SSI etc. will not be allowed.
- xiii) All the bidders should have local office situated in and around Kolkata or in its suburbs and the address to be mentioned.
- xiv) Partnership firms shall submit a copy of the registered Partnership deed, otherwise the application will not be considered.
- xv) A person should be associated with the work and his normal residence should be in and around Kolkata along with his identity, address, contact details etc.

- xvi) A list of documents (all the documents to be signed and sealed by the bidder) submitted by the bidder is also required to be mentioned in a separate file/folder.
- xvii) All the pages of Tender paper and all the documents (submitted as Bid Document) including all the photo copies must be signed by the authorized representative on the body of such documents in usual manner failing which the application may not be considered.
- (xviii) All sorts of required consumables, tool, tackles, machines, equipment, electricity, water etc. required for this work shall be in the bidders' scope. All the works shall be done following all sorts of Govt. norms, rules, regulations etc., whatsoever and as per directions of the Engineer-in-charge (EIC) as per requirements of site, situation etc. from time to time.
- (xix) Bank Solvency: Solvency certificate at least 10 % of the quoted amount issued not before 12 (Twelve) calendar months from the date of NIT from Nationalized / Schedule Bank is to be submitted.
- (xx) Month means full calendar month.
- (xxi) Valid e-mail, contact numbers etc. should be provided along with technical proposal.
- (xxii) Valid and appropriate Authorization certificate/s in usual form as per NIT (not before the date of the NIT) from the competent authority of the manufacturers of pumps (if the bidder is not a manufacturer as per NIT) shall have to be submitted along with the technical bid, otherwise the bidding shall not be accepted.
- (xxiii) The rate/s quoted shall be all inclusive, fixed and final whatsoever (and the rate/s shall vary in no way, even in case of variation in the Govt. statutory component/s and imposing/maintaining any norm, rule, regulation, component etc., at any stage of time) for this turnkey job.
- (xxiv) The rate/s quoted shall be all inclusive in all respects, fixed and final whatsoever (and the rate/s shall vary in no way, even in case of any type of variation in the Govt. statutory component/s and imposing/maintaining any norm, rule, and regulation etc. from time to time).
- (xxv) All sorts of evaluations, examinations etc. will be made only based on the documents, papers etc. submitted (and not considering anything else) by the bidders.
- (xxvi) This is a turnkey tender for turnkey job. All types of works, items, equipment, machines etc. that would be required to run the installation conveniently, smoothly, logically and rationally in its full pledged status, protection and capacity with respect to the essence of this tender and satisfaction of the EIC as per site-condition and requirement, shall have to be done and completed with the prescribed time-period from time to time in all respects and dimensions.
- (xxvii) **The quantity mentioned anywhere in the tender documents, may vary (increase/decrease) and this will prevail** up to 180 calendar days emanating from the last date of submission (including extension, if any).
- (xxviii) **No type/extent of subletting/subcontracting will be allowed (even if mentioned otherwise elsewhere in the tender documents).**
- (xxix) If any deviation from the tender documents/agreement (required to be executed in due course) is found/detected in respect of the work, at any stage of time (even after supply OR guarantee/warranty-period), necessary action will be taken against the bidder/contractor, as deemed fit by KMDA (like forfeiture of EMD/any payment lying with KMDA, imposing penalty, debarment etc.).
- (xxx) If the bidder fails to deposit the balanced amount of EMD (two percent of quoted/accepted amount minus initially deposited amount) in the prescribed manner within 7 (seven) working days (emanating from the date of issuance of formal letter to do so in due course), the bid may be (at KMDA's discretion) treated as informal and summarily rejected, EMD already deposited may be (at KMDA's discretion) forfeited and in addition necessary action will be taken as deemed fit by KMDA.
- (xxxix) **In case of detection (at any stage of time) of 'submission/providing any untruth information, data, parameter, statement etc.'/ 'any type of deviation committed' by the bidder/contractor, OR 'the bidder/contractor is found to not obey (at any stage of time) anything in the tender documents/contract and/or any Governments'/KMDA's norms prevailing from time to time', necessary action (as deemed fit by the competent authority in**

**KMDA) will be taken against the bidder/contractor like imposing debarment, penalty etc. in addition to forfeiture of EMD/retention/security money, dues, payments etc.**

(xxxii) Any corrigendum, addendum etc. shall be hoisted on the web-portal only.

**The rate/s shall be quoted accordingly.**

### **3.0 Financial Proposal-(PART-II)**

The financial proposal should contain the following documents in two cover (Folder) i.e.

(i) Bill of quantities (BOQ) the contractor is to offer the rate (Percentage above/ below) online through computer in the space marked for tendering rate in the BOQ. Only downloaded copies of the above documents are to be uploaded virus scanned & digitally signed by the contractor.

### **4.0 Earnest Money Deposit:**

In addition to the complete set of tender documents as mentioned here in before, the tenderer shall have to deposit an initial earnest money as mentioned in the e-NIT to be deposited at the time of bidding through online. The additional amount of earnest money [Differential amount between 2% of the quoted/accepted amount & the deposited EMD] is to be submitted by the successful bidder to KMDA within a time period as per Govt. norms (will be intimated in due course accordingly) before issuing of Work Order/ executing of agreement, failing which the initial earnest money may be forfeited, submission may be cancelled and imposing any action against the bidder as per decision of KMDA. The work order will be issued only after receiving the balance earnest money amount and executing agreement. Please note that submission of tender without earnest money will be treated as non-responsive.

The initial earnest money shall be deposited with the tender/ offer as per online e-procurement requirement in favor of KMDA payable at Kolkata.

### **5.0 Security Deposit:**

While making any payment to the person(s) whose tender has been accepted (hereinafter shall be called the contractor) for work done under the contract, the authority making payment shall deduct such sum which together with the Earnest Money already deposited and converted into security deposit, shall amount to @ 10 % of the value of works executed at the material point of time and paid during the progressive running accounts bills, so that total deduction together with Earnest Money constitute @ 10% of the tendered value of work actually done.

In case of excess/and supplementary work over the tendered amount, additional security @ 10% of such additional amount is to be deposited for all such excess/and supplementary works beyond the tendered amount before payment of final bill.

Compensation of all other sums of money payable by the contractor to the Government under the terms of the contract may be deducted from security deposit.

However, even though the earnest money deposited exceeds the prescribed percentage, due to reduction of tendered amount due to any reason whatsoever, such additional earnest money shall be deemed to have been converted into security and further deductions from progressive bills shall be made, taking into consideration the enhanced component of earnest money so converted into security.

Security deduction will not normally be required for hiring of inspection vehicles and boats etc., supply of tools & plants, furniture and computer peripherals. Separate agreement may be required in those cases, particularly for consultancy and RFP for EPC, which shall be made in standard formats to be approved by the Government.

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. However, release of security deposit shall be done as per Defect Liability Clause mentioned here under and/or as per norms/practices prevailing in KMDA from time to time.

In case the total amount of the retainable security deposit is more than Rs 2.00 lakh, then the contractor, at his own choice/ option, may apply to the department for allowing him to keep the amount of deductible security deposit exceeding Rs 2.00 lakh in the form of Bank Guarantee from a scheduled Bank in Kolkata beyond the defect liability period and valid for the entire guarantee period in the prescribed format of the department.

Failure on the part of the contractor (successful bidder) in depositing the additional amount of initial security where so required in terms of above shall constitute a breach of the obligations and shall render the offer / contract liable for termination with forfeiture of initial security deposit that may be lying with KMDA as in clause 1.6 above without any reference to the bidder.

### **6.0 Statutory Deduction of taxes / duties / Cess etc.:**

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.

Income Tax will be deducted from the contractor's bill at the rate in accordance with the orders/ circulars of the Union Government of India in force during the contractual period.

If the Union Government of India declares any variation of the tax structure during the pendency of the contract, it shall be to the contractor's account.

G.S.T. of the gross billed value will be deducted from the contractor's bill at the rate in accordance with the orders/ circulars of the Government of West Bengal in force during the contractual period.

If any variation in the tax structure declared by the Government of West Bengal during the pendency of the contract shall be to the contractor's account.

## **7.0 Opening and evaluation of tender:**

### **7.1 Opening of Technical Proposal:**

- a) Technical proposals will be opened by the Executive Engineer, M.D. -III, E-M Sector, KMDA and / or his authorized representative electronically from the web site using their digital signature certificate.
- b) Intending tenderers may remain present if they so desire.
- c) Cover for statutory documents should be opened first if found in order cover for non- Statutory documents will be opened. If there is any deficiency in the statutory documents, the tender will be summarily rejected.
- d) Decrypted documents of the non-statutory documents will be downloaded and handed over to the tender accepting authority.

### **7.2 Opening and evaluation of financial proposal:**

Financial proposal of tenderers declared technically eligible by the tender accepting authority will be opened electronically from the web Portal on prescribed date and time by the E.E./ M.D. -III, E-M, KMDA.

After evaluation of financial proposal, the authority may upload the final summary result.

**7.3** The Tender Accepting Authority may ask any of the tenders to submit analysis to justify the rate quoted by that tenderer.

## **8.0 Conditional and incomplete Tender:**

Conditional and incomplete tenders are liable to summary rejection.

## **9.0 Withdrawal of tender:**

If any tenderer found lowest after opening of the financial bids, withdraws his tender before acceptance or refusal within a reasonable time without giving any satisfactory explanation for such withdrawal, he shall be disqualified for making any tender to the department for a minimum period of one year. All cases in which the Tender Accepting Authority has reason to doubt the bonafide of such withdrawal should be reported to the Chief Engineer concerned in all details for issuance of such disqualification orders by the said Chief Engineer, under intimation to the other Chief Engineers, e-Tendering Cell and also to this Department. Copy of such order should invariably be communicated to the Nodal Officer, e-Governance of this Department with a request to upload the same in the website.

## **10.0 Validity of the offer/ tender:**

The validity of the tender shall be **180 days** from the last date of submission of tender (including extension, if any). Time of completion of work shall be reckoned from the date as specified in work order to be issued by the TIA.

**N.B: After opening of the financial Bid, if it is found that the submitted credential is not in line with the pre-requisite of the tender then the particular bid will be summarily rejected/ cancelled without assigning any reason to the bidder.**

## **11.0 Rates inclusive of all (in all respects, aspects and dimensions):**

As stated elsewhere the rate quoted by the tenderer shall be inclusive of all elements of taxes and duties, demands etc.

The tenderer shall include income taxes, GST, LWC etc. as applicable, octroi if any, toll, ferry charges, local charges, royalties, service taxes, turn over taxes, custom duties and all other charges as applicable.

All other charges like insurance charges, freight, Government Inspector's fee for obtaining statutory clearance etc. as would be required for completion of the work shall also be considered in the rates quoted. No claim what so ever on this account will be entertained.

## **12.0 Payment of wages and other regulatory benefits:**

The wages and other regulatory benefits / viz. ESI, EPF & Bonus, as per the prevailing rules, regulations, acts etc. of the state and union Govt. shall be provided to all the personnel deployed by the contractor from time to time for undertaking the work. In no case, the department shall not be held responsible for any eventualities in this regard.

### **13.0 Acceptance of Tender:**

- I. 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/accept any or all the tender/s, without assigning any reason thereof.
- II. During the entire process of the tender, if it is found that any penal measure has been imposed by any Govt. / Semi-Govt. / Autonomous body against any intending tenderer, the Authority reserves the right to reject any bid offered by the said tenderer.
- III. In case of submission of false/incomplete document by tenderer, detected and found at any stage, action may be referred to the appropriate authority for prosecution as per relevant/prevailing norms with forfeiture of Earnest Money forthwith.

**14.0** All the disputes arising from the provisions of the agreement come under the jurisdiction of Calcutta High Court or any other competent court as the case may be.

**15.0** If “While issuing Bank Guarantees in favour of KMDA, the issuing applicants must mention receiver’s detail as ICICI bank, IFSC: ICIC0006950, Branch Salt Lake, Sec-I, in BG text at which SFMS IFIN760 message to be sent by the issuing bank to establish the authenticity of the given BG”.

### **16.0 Suspension and debarment of contractor, supplier and consultant participating for public works under KMDA:**

**i.** If the L1 bidder does not agree to execute the job after opening of 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, vide order no.: - 724-W(c) /M-953/19 dt. 19.12.2019 of Govt. of WB, PWD.

**ii.** The Detailed procedure for taking penal measures of suspension and debarment of suppliers, contractors and consultants delineated in memorandum no. 547-W(C)/ 1M-387/15 dt. 16.11.2015 and its subsequent amendment notified vide memorandum no. 724 -W(C) /1M-953/19 dt. 19.12.2019 of works Branch, PWD, GoWB shall be followed for debarment & suspension of bidders & agencies selected for executing public works for their false declaration or forgery or falsification of records submitted or failure to execute committed contract or for their failure to perform contractual obligations and thereby resulting delay for execution of public works or execution of faulty works.

### **17.0 Mobilization Advance**

No mobilization advance will be provided by the authority.

### **18.0 Defect Liability Period:**

**(1) Clause 17 of CONDITIONS OF CONTRACT** of the Tender Form No.1 shall be substituted by the followings (as per G.O. no.:5784-PW/L&A/2M-175/2017 dated 12/09/2017):

Clause 17 - If the contractor or his workmen or servants or authorized representatives shall break, deface, injure, or destroy any part of building, in which they may be working, or any building, road, road-curbs, fence, enclosure, water pipes, cables, drains, electric or telephone posts or wires, trees, grass or grassland or cultivated ground contiguous to the premises on which the work or any part of it is being executed or if any damage shall happen to the work, from any cause whatsoever or any imperfection become apparent in it at any time whether during its execution or within a period of **three months or one year or three years or five years, as the case may be (depending upon the nature of the work as described in the explanation appended hereto) hereinafter referred to as the Defect Liability Period**, from the actual date of completion of work as per completion certificate issued by the Engineer-in-Charge, the contractor shall make the same good at his own expense, or in default, the Engineer-in-Charge may cause the same to be made good by other workmen and deduct the expense (of which the certificate of the Engineer-in-Charge shall be final and binding on all concerned) from any sums, whether under this contract or otherwise, that may be then, or at any time thereafter become due to the contractor from the Government or from his security deposit, either full, or of a sufficient portion thereof and if the cost, in the opinion of the



Engineer-in-Charge (which opinion shall be final and conclusive against the contractor), of making such damage or imperfection good shall exceed the amount of such security deposit and/or such sums, it shall be lawful for the Government to recover the excess cost from the contractor in accordance with the procedure prescribed by any law for the time being in force.

Provided further that the Engineer-in-Charge shall pass the “**Final Bill**” and certify thereon, within a period of **thirty days** with effect from the date of submission of the final bill in acceptable form by the contractor, the amount payable to the contractor under this contract and shall also issue a separate completion certificate mentioning the actual date of completion of the work to the contractor within the said period of **thirty days**. The certificate of the Engineer-in-Charge whether in respect of the amount payable to the contractor against the “**Final Bill**” or in respect of completion of work shall be final and conclusive against the contractor. However, the security deposit of the work held with the Government under the provision of **clause 1** hereof shall be refundable to the contractor in the manner provided here under:

(a) For work with **three months Defect Liability Period:**

(i) **Full** security deposit shall be refunded to the contractor on expiry of three months from the actual date of completion of the work.

(b) For work with **one year Defect Liability Period:**

(i) **Full** security deposit shall be refunded to the contractor on expiry of **one year** from the actual date of completion of the work.

(c) For work with **three years Defect Liability Period:**

(i) **30%** of the security deposit shall be refunded to the contractor on expiry of two years from the actual date of completion of the work;

(ii) The balance **70%** of the security deposit shall be refunded to the contractor on expiry of three years from the actual date of completion of the work.

(d) For work with **five years Defect Liability Period:**

(i) **No** security deposit shall be refunded to the contractor for 1<sup>st</sup> 3 years from the actual date of completion of the work;

(ii) **30%** of the security deposit shall be refunded to the contractor on expiry of **four years** from the actual date of completion of the work;

(iii) The balance **70%** of the security deposit shall be refunded to the contractor on expiry of five years from the actual date of completion of the work.

**Explanation:**

The word ‘**work**’ means and includes road work, bridge work, building work, sanitary and plumbing work, electrical work and/or any other work contemplated within the scope and ambit of this contract. For

(i) The work of patch repair or patch maintenance in nature or a combination thereof, the Defect Liability Period of the work shall be **three months** from the actual date of completion of the work.

(ii) Thorough Bituminous Surfacing work with bituminous thickness less than 40 mm, Repair & Rehabilitation of any road / bridge / culvert / building / Sanitary & Plumbing work, the Defect Liability Period of the work shall be **one year** from the actual date of completion of the work;

(iii) Extension of building / bridge / culvert, Construction of new flexible pavement up to bituminous level which has been designed for a period of 3 years or more, Widening and strengthening of flexible pavement designed for a period of 3 years or more, Improvement of riding quality / Strengthening of flexible pavement designed for a period of 3 years or more; Providing only mastic asphalt layer over existing bituminous surface without providing bituminous profile corrective course / bituminous base course, the Defect Liability Period of the work shall be **three years** from the actual date of completion of the work;

(iv) Construction of new building / new bridge / new culvert, Reconstruction of building / bridge / culvert including construction of approach roads for bridge / culvert, Construction of rigid pavement,

Reconstruction of rigid pavement, Construction of new flexible pavement covered by mastic work which has been designed for a period of 5 years or more, Widening and strengthening of flexible pavement covered by mastic work which has been designed for a period of 5 years or more, Improvement of riding quality / Strengthening of flexible pavement covered by mastic work which has been designed for a period of 5 years or more, the Defect Liability Period of the work shall be **five years** from the actual date of completion of the work.

(2) The following paragraph shall be added to the **Interpretation Clause** of **CONDITIONS of CONTRACT**:

“The word ‘Government’ means the Government of the State of West Bengal in Public Works Department.” This bears concurrence of Group-T of Finance (Audit) Department vide their U.O. No.417 Dated 22.08.2017.

**HOWEVER, IN THE INSTANT TENDER**

- (i) **DEFECT LIABILITY PERIOD SHALL BE one calendar year emanating from the date of completion of the entire work excluding 1 calendar month trial run.**
- (ii) **“The word ‘Government’ means the Government of the State of West Bengal in Urban Development & Municipal Affairs Department.”**

**19.0 Disclaimer:**

All expenses for preparing and submission of the tender bid shall be to the bidder’s account and shall no way be refunded/ compensated in any form.

KMDA reserves the right to reject or accept or split any or all tenders/bids without assigning any reasons whatsoever.

The quantum of work mentioned in the bill of quantities (BOQ) may vary during issuing of order/execution.

KMDA reserves the right to terminate the tender without assigning any reason what so ever in any nature at any point of time during pendency of the contract by serving upon seven days written notice to the contractor even after awarding of the contract and execution of field work without entertaining any claim for loss or profit or compensation of any kind and of any nature whatsoever.

Executive Engineer  
Mechanical Division-III,  
EM Sector, KMDA

No. 111/1(6) / EE/ MD-III/ EM / KMDA / T-01

Date: 07.02.2025.

Copy forwarded to:

1. The Chief Engineer, E/M Sector, KMDA.
2. The Chief Engineer, WS Wing, W&S Sector, KMDA.
3. The Superintending Engineer, (E/M-I, II), (MC-I, II), (EC-I, II)/ EM Sector, KMDA
4. The Deputy Secretary (PR), KMDA - With the request to publish the tender notice in the leading dailies of national importance and web-portals as per existing norms depending on the approved amount and in KMDA & GOWB web-site. The Copy of the approval of the Scheme is enclosed along with copy of AA&FS.
5. The A.C.F.A., EM Sector, KMDA.
6. Notice Board.

Executive Engineer  
Mechanical Division-III,  
E-M Sector, KMDA