



Memo No. 1246

Dated: 10/12/2021

**NOTICE INVITING Tender NO. WBUD&MA/EE/SLRD/NIT-04/2021-22 of Executive Engineer, Salt Lake Reclamation Division**

**1.0** Separate Sealed Tenders are hereby invited, for ten nos. of works on and behalf of the Governor of West Bengal, for the regular maintenance works of different buildings Row House, Bidhannagar, as in the table below from eligible bonafide, reliable and resourceful contractors having experience in execution of similar type of works

**LIST OF WORKS**

Sl No	Name of the Work	Amount put to Tender (Rs.)	Earnest Money (Rs.)	Cost of tender paper	Time Duration
1.	M/R. Works of cement, wood, sanitary & plumbing at 'B-25 & B-26" quarters as & when required until full shifting of existing residents to allotted flats after making the flats in habitable condition including shifting procedure as per P.W.D. schedule of rates at Falguni Abasan, under Salt Lake Reclamation Sub-Division-II of Salt Lake Reclamation Division..	Rs. 4,80,194.00	9,700.00	Nil	One year

**2.0 Schedule of Events :**

Sl.	Important Events	Date & Time	Venue
01	STARTING DATE AND TIME FOR SUBMISSION OF APPLICATION FOR ISSUE OF TENDER PAPERS:	13/12/2021 after 14.00 Hrs	At Office of the Executive Engineer, Salt Lake Reclamation Division.
02	LAST DATE AND TIME FOR SUBMISSION OF APPLICATION FOR ISSUE OF TENDER PAPERS:	20/12/2021 up to 14.00 Hrs.	At Office of the Executive Engineer, Salt Lake Reclamation Division.
03	Last Date of Issue:	21/12/2021 up to 14.00 Hrs.	By the Executive Engineer , Salt Lake Reclamation Division
04	LAST DATE AND TIME OF DROPPING OF TENDER PAPERS:	24/12/2021 up to 12.00 Hrs.	In tender drop box at office chamber of Executive Engineer, Salt Lake Reclamation Division.
05	Date of Opening:	24/12/2021 after 14.00 Hrs	At office chamber of Executive Engineer, Salt Lake Reclamation Division.

**3.0 General Terms & Conditions**

1. Eligibility for participation

Contractors, outside bonafide, Registered Engineers Co-operative Societies, Consortiums and Partnership Firms registered with the State Government and contractors of equivalent Grade / Class registered with Central Government / MES / Railways for execution of civil works are eligible to participate. Credentials of work executed

under Urban Development Department will be accepted. Credentials of works executed under State Government Department, Zilla Parishads, WBHIDCO, Central Government Department, may also be considered. Completion certificates, containing name of work, tender number, actual year of completion (as per MB) and gross final value of works, issued by competent authority are to be furnished by the intending tenderer as credential.

## 2. Submission of Application

Prayer for issue of tender papers may be addressed to the Executive Engineer, Salt Lake Reclamation Division, Urban Development Department. Intending Tenderers should apply for Tender papers in their respective Letter Heads the self-attested photo copy of the following documents.

- a) Permanent Account Number (PAN) of Income Tax Department.
- b) Certificate of Trade Licence
- c) Income tax return of Income Tax Department
- d) Valid 15-digit Goods and Services Taxpayer Identification Number (GSTIN) certificate.  
Application for such addressed to the competent authority may also be considered.
- e) Professional tax registration certificate.
- f) Completion Certificate/Payment Certificate(s) for one single **similar work worth** at least 40% of the value of the work for which Tender Papers is desired, executed within last 5 (five) years .
- g) Normally, Tender Paper for not more than two works in any one NIT will be issued to an applicant, who may indicate the Sl. Nos. of the work in the order of priority. However, depending on response to various serials in the NIT, **Tender Paper Issuing Authority may issue Tender Paper for any serial even though it may not be preferred by the applicant.**
- h) Registration certificate for **Employee's State Insurance and Employee's Provident Fund**

i)

## 3. Credential

- (i) Intending tenderer should produce credentials of similar nature of work of the minimum value of 40% of the estimated amount put to tender during 5(five) years prior to the date of issue of this tender notice; or,
- (ii) Intending tenderer should produce credentials of 2(two) similar nature of work, each of the minimum value of 30% of the estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice; or,
- (iii) Intending tenderer 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 ;  
[This is as per Memo No. 03-A/PW/O/10C-02/14 , Dated: 12.03.2015 of Government of West Bengal, Public Works Department, Accounts Branch, Nabanna, Howrah, for amended Rule under Rule 226 (1) of PWD Code, Volume-I.]
- (iv) Any agency having record with non satisfactory progress of work under this Salt Lake Reclamation and Development Circle may or may not be considered for work during Technical Evaluation.

## 4. Additional Clauses:

- ❖ 'Additional Performance Security when the bid rate is 80 % or Less' as per Finance Department Order No. 4608-F(Y) , Dated-18.07.2018 should have to be strictly followed by the bidder if the offered rate is 80 % or Less. Otherwise AOC will not be given.
- ❖ Modification of Clause No. 17 of WB 2911 as per Law and Arbitration Cell of Public Works Department , Govt. of West Bengal , Vide Memo No. 5784-PW/L&A/2M-175/2017 , Dated: 12.09.2017 will be applicable for this Tender.
- ❖ Memorandum Vide No 4378-F(Y) , Dated 13.07.2017 of Finance Department , Audit Branch , Government of West Bengal is applicable for this Tender.
- ❖ Revised Norms for acceptance of tenders with less than 3 qualified bids on 2<sup>nd</sup> or subsequent calls as per Memorandum Vide No 6989-F(Y) , Dated 19.11.2018 of Finance Department , Audit Branch , Government of West Bengal is applicable for this Tender.

Credential Policy Modification: Amendment in PWD Code Vide No. 03-A/PW/O/10C-02/14 Dated: 12.03.2015, of Government of West Bengal , Public Works Department , Accounts Branch , Nabanna, Howrah-711102 is applicable for this Tender.

#### **4.0 Issue of tender paper**

- a) All the applicants, in person or through their authorised representative, must attend the interview on the scheduled date and time. No tender paper will be issued to the applicants who will remain absent during the interview.
- b) Tender paper can be had by the shortlisted intending tenderers or by their duly authorised representatives, on cash payment of requisite amount (non-refundable) from the office of the Executive Engineer as shown in the broad sheet published by the tender issuing authority against the name of each intending tenderer, within the specified date and time.
- c) No tender paper will be supplied by Post.
- d) No tender paper will be issued after expiry of date and time mentioned in the Notice.
- e) Intending tenderer not satisfied with the decision of the Tender Paper Issuing Authority may prefer an appeal to the next Superior Officer.
- f) To verify the competency, capacity and financial stability of the intending tenderer(s), the Tender Paper Issuing Authority may demand production of any necessary document(s) as it may deem necessary.

#### **5.0 Submission of Tenders**

Before submitting any tender, the intending tenderers should make themselves acquainted, thoroughly, with the local conditions prevailing, by actual inspection of the site and take into considerations all aspects including transportation of materials, communicating facilities, climate conditions, nature of soil, availability of local labourers and market rate prevailing in the locality etc.

- a) Separate Tender should be submitted for each work, as per attached list, in sealed cover super scribing the name of the work on the envelope and addressed to the proper authority b) Submission of Tender by Post is not allowed
- b) The tenderer should quote the rate both in figures and in words on the basis of percentage above/below or At Par on the Schedule of Rates attached with the Tender Form and also in the space provided in the Tender Form. The rate should be quoted in one single handwriting and preferably with the same ink. Rates quoted in different hand writing shall be treated as informal.
- c) Any tender containing over writing is liable to be rejected.
- d) All corrections are to be attested under the dated signature of the Tenderer without which tender may be informal.
- e) Any letter or other instrument submitted, separately, in modification of the sealed tender may not be entertained.
- f) Conditional Tender, which does not fulfil any of the above conditions, and is incomplete in any respect, is liable to be summarily rejected.
- g) Earnest Money, as noted in the list of works, in the form other than those mentioned below, will not be accepted
  - 1) Demand Pay/Pay Order/Bank Draft/Deposit at call Receipt, Banker's Cheque of any scheduled Bank in the locality in favour of the Executive Engineer, Salt Lake Reclamation Division, payable at 'Kolkata'
  - 2) Receipted Challan of Reserve Bank of India or Treasury showing the deposit to be credited under the Head 'P.W. Deposit' in favour of the Executive Engineer, Salt Lake Reclamation DivisionNote: No adjustment of any sort of above mentioned Earnest Money previously deposited for other works will be considered. Tender without the specified earnest money will be treated as informal.

#### **6.0 Opening, evaluation and acceptance of tender**

- a) The Tenders will be opened, as specified in the list of works, in presence of the participating tenderers or their duly authorised representatives, who may be present at the time of opening and who may also put their signatures in the Tender Opening Register.
- b) Lowest valid rate should normally be accepted. However, the Tender Accepting Authority does not bind himself to do so and reserves the right to reject any or all the tenders, for valid reasons and also reserves the right to distribute the work amongst more than one tenderer
- c) The Tender Accepting Authority does not bind himself to accept the lowest tender and reserves the right to reject any or all of the tenders received, without assigning any reason whatsoever to the intending Tenderers and also reserves the right to distribute the work amongst more than one Tenderers.
- d) The Tenderer will have to, if so desired by the Tender Accepting Authority, submit his/her/their analysis to justify the rate quoted by him.

## **7.0 Tender Accepting Authority**

As per prevalent orders of Finance Department, Govt. of west Bengal and Urban Development Department, Govt. of west Bengal Executive Engineer will accept the tenders up to Rs.45.00 Lakh

## **8.0 Bid Validity**

The Tender/ Bid will be valid for 60 days from the date of opening of the financial bid

## **9.0 Execution of Formal tender after acceptance of tender**

The successful The tenderers, whose tender is approved for acceptance, shall within 15 days of the receipt of Letter of Acceptance (LOA) to him, will have to execute 'Formal Agreement' with the Tender Accepting Authority in triplicate copies of W.B.F. No 2911(ii) which may be purchased on cash payment / in payment modes prescribed in Clause 4(i) from the office of the Executive Engineer concerned , failing which the Earnest Money shall forthwith stand forfeited in favour of the Government and the communication of acceptance of the tender shall automatically stand cancelled.

## **10.0 Return of Earnest Money of the Unsuccessful Tenderer(s)**

- a) For the return of the Earnest Money of the unsuccessful Tenderer(s), he/they is/are to apply for the same to the Executive Engineer, Salt Lake Construction Division giving the reference to the work, N.I.T. No., date of tender, amount and mode of Earnest Money deposited – all in a complete form. The Earnest Money of all tenderers other than the lowest tenderer in each case, may be refunded, after acceptance of the rate in the comparative statement, as early as possible.

## **11.0 Withdrawal of Tender**

- a) If any tenderer withdraws his tender before its acceptance or refuses/fails to convert it into a contract within a reasonable time, without giving any satisfactory explanation for such withdrawal /refusal /failure, he/she/they shall be disqualified for submitting any tender in this Division/Circle for a minimum period of one year and his case will be referred to the Government for order as to what further action will be taken against him.
- b) The successful tenderer will have to abide by the provisions of the West Bengal Contract Labor (Regulation and Abolition) Rules, 1972 and such other Acts as may be applicable, as will be in force from time to time.

## **11.0 Payment**

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

## **12.0 Special Terms & Conditions**


1. The Bidder shall have to comply with the provisions of (a) Contract labour (Regulation & Abolition) Rules, 1970, and (b) Minimum Wages Act, 1948 or the modification thereof or any other laws relating thereto as will be in force from time to time.
2. 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.
3. 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.
4. 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.
5. Cess @ 1% of the cost of construction works shall be deducted from the Gross Value of the Bill in terms of Finance Department Order No.853-F dated 01.02.2006. Also it is instructed to register his Establishment under the Act, under the competent registering authority, i.e. Assistant Labour Commissioner / Deputy Labour Commissioner of the region concerned.
6. Notification of Partial Modification of W B Form No. 2911 Vide Notification No. 5784-PW / LW/ L & W /2M-175/2017 , Dated: 12.09.2017 of Law and Arbitration Cell , Public Works Department , Government of West Bengal will be applicable for this Tender.
7. Memorandum related with 'Additional Performance Security' as per Finance Department Memo No. 4608-F(Y) , Dated: 18/07/2018 will also be applicable for this tender.
8. No mobilization / secured advance will be allowed unless specified otherwise.
9. Sales Tax, Cess, Royalty of sand, stone chips, stone metal gravel, boulders, forest product etc, Toll Tax, Income Tax, Ferry Charges and other Local 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.
10. All working tools and plants, scaffolding, construction of vats and platforms will have to be arranged by the contractor at his own cost.

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.

12. 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 of work, availability of drinking water and other human requirements and security etc. Work may be interrupted due to a number of unforeseen reasons. 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.
13. 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.
14. No compensation for idle labour, establishment charge or on other reasons such as variation of price index etc. will be entertained.
15. All possible precautions should be taken for the safety of the people and workforce 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 public thoroughfare.
16. The contractor will have to maintain qualified technical employees and/or Apprentices at site as per prevailing Apprentice Act or other Departmental Rules & Orders circulated from time to time.
17. The contractor will have to accept the work programme 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.
18. Any materials brought to site by contractor must be subject to approval of the Engineer-in-charge. The rejected materials must be removed by the contractor from the site at his own cost within 24 hours of issue of the order to that effect.
19. **Completion certificate along with schedule of work will be considered as credential. Work order will not be considered as credential.**

 10/12/21

Executive Engineer

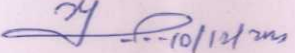
 Salt Lake Reclamation Division  
10/12/21

Dated: 10/12/2021


Memo No. 1246 (7)

Copy forwarded for information & necessary action to:

- 1) Joint Secretary IT/eGovcell, Nagarayan, Urban Development Department, DF-8, Sector – I of Salt Lake City with request to upload the Notice in the Departmental Website [www.wburbanservices.gov.in](http://www.wburbanservices.gov.in)
- 2) The Chief Engineering Advisor, Urban Development Department (Salt Lake Project), Nirman Bhawan, Salt Lake, Kolkata.
- 3) The Special Engineer, Salt Lake Reclamation & Development Circle, Nirman Bhawan, Salt Lake, Kolkata-700091.
- 4-6) The SDO Salt Lake Survey Sub-Division / Salt Lake Reclamation Sub-Division-II/ Salt Lake Survey Sub-Division.
- 7) Office Notice Board.

 10/12/21

Executive Engineer

 Salt Lake Reclamation Division  
10/12/21

**FORM – 1**

**APPLICATION FOR TENDER**

To,  
The Executive Engineer,  
Salt Lake Reclamation Division  
Urban Development & Municipal Affairs Department  
Nirman Bhawan, Salt Lake

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 wilfully accept all your conditions and offer to execute the works as per Tender No. and Serial No. stated 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 \_\_\_\_\_ 201\_\_

Full name of applicant: \_\_\_\_\_

Signature: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Duly authorized to sign bids for  
and on behalf of (Name of Firm): \_\_\_\_\_  
(In BLOCK CAPITALS or typed)

Office Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone No.(s) (Office): \_\_\_\_\_  
Mobile No. \_\_\_\_\_  
Fax No. \_\_\_\_\_  
E mail ID \_\_\_\_\_

**FORM – 2**

**Certificate regarding Summary Statement of  
Yearly Turnover from Contractual Business**

This is to certify that the following statement is the summary of the audited Balance Sheet arrived from contractual business in favour of \_\_\_\_\_ for the three consecutive years or for such period since inception of the Firm, if it was set in less than such three year's period.

Sl. No.	Financial		Remarks
	Year	Turnover rounded up to ` in lakh (two digit after decimal)	
1.			
2.			
3.			
Total			

Average Turnover: In `

**Note:**

1. Year preceding the current financial year is to be considered as Year-1.
2. Average turnover is to be expressed in lakh of rupees, rounded up to two digits after decimal.
3. Average turnover for 3 years is to be obtained by dividing the total turnover by 3.0. If the Firm was set up in less than 3 year's period, consider the turnover for the period from inception to the Year-1. It may be either 1.0 or 2.0. Average turnover is to be obtained by dividing the total turnover by 1.0 or 2.0, as the case may be.
4. In case, the firm was set up in less than 3 year's period, mention the year of inception in the 'Remarks' column.

Signature of the bidder

**FORM – 3**

**Declaration against Common Interest**

I/We, Sri/Smt. \_\_\_\_\_, the authorized signatory on behalf of \_\_\_\_\_ do hereby affirm that I/We/any of the member of \_\_\_\_\_ bidding against NIT No.\_\_\_\_ Sl. No.\_\_\_\_ do not have any common interest either as a partner on any Partnership Firm / Consortium as a Proprietor / Owner of any other firm in the same serial for the work I / We want to participate.

Date:

\_\_\_\_\_  
Signature of bidder



**SECTION-B**  
**Form-II**  
**FINANCIAL STATEMENT**

Information of audited financial statements for the last year to demonstrate the current the current soundness of the Bidder's financial position:

1. The Bidder's Net worth for the last year calculated as the difference between total assets and total liabilities should be positive.
2. Bidder's who meet the minimum qualification criteria, will be qualified only if their available did capacity at the expected time of bidding is more than the total estimated cost of the works. The available did capacity will be calculated as under:

Assessed Available bid capacity =  $(A \times N \times 2 - B)$  where

A = Maximum value of engineering works in respect of projects executed in any one year during the last five years (updated to the price level of the year indicated in table below under note) taking into account the completed

As well as works is in progress. The projects include turnkey project / Item rate contract / Construction works .

N = Number of years (i.e., year) prescribed for completion of the works for which Bids are invited.

B = Financial Liability of the bidder to be incurred for existing commitments and on-going works during the period of the subject contract.

To calculated the value of "A"

- i) A table containing value of Engineering Works in respect to Projects (Turnkey project / Item rate contract / Construction works) undertaken by the Bidder during the last 5 years is as follows :

SL. No.	Year	Value of Engineering Works undertaken w.r.t. Project (Rs. In Crores)
1.	2013-2014	
2.	2014-2015	
3.	2015-2016	
4.	2016-2017	
5.	2017-2018	

- ii) Maximum value of projects that have been undertaken during the F.Y. \_\_\_\_\_ out of the last 5 years and value thereof is Rs. \_\_\_\_\_ Crores (Rupees \_\_\_\_\_). Further, value updated to the price level of the years indicated in Table is as follows :

Rs. \_\_\_\_\_ Crores x \_\_\_\_\_ (Updation Factor as per Table annexed) = Rs. \_\_\_\_\_ Crores (Rupees \_\_\_\_\_).

Table indicating the factor for the year for updation to the price level is indicated as under:

SL. No.	F.Y. /Calendar Year	Updation factor
1.	2017-018	1.00
2.	2016-2017	1.05
3.	2015-2016	1.10
4.	2014-2015	1.15
5.	2013-2014	1.20

- ii) Net worth for the last year of \_\_\_\_\_ (Name of the company) in Rs. \_\_\_\_\_

Thus available assessed Bid Capacity stands as:  $(A \times N \times 2 - B) = \dots\dots\dots$ Rs. ....  
.....  
.....

Signature, name and designation of Authorised Signatory

For and on behalf of

.....

(Name of the Applicant)

Name of the statutory Auditor's firm :

Seal of the audit firm :

(Signature, name and designation and

Membership No. of authorized signatory).

(Signature of Chartered Accountant and his Contact No. should be given)

Government of West Bengal  
Finance Department  
Audit Branch

No. 4608-F(Y)

Dated, 18<sup>th</sup> July, 2018

MEMORANDUM

**Sub: Additional Performance Security when the bid rate is 80% or less of the Estimate put to tender and no increase in scope of work of projects during execution phase.**

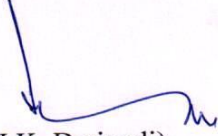
In tenders for Government works, bids are sometimes received at a much lower rate than the Estimated Amount put to tender. In such cases, to ensure the quality and proper execution of the work in public interest, the Governor is pleased to decide that Additional Performance Security @ 10% of the tendered amount shall be obtained from the successful bidder if the accepted bid value is 80% or less of the Estimate put to tender.

2. The Additional Performance Security shall be submitted in the form of Bank Guarantee from any Scheduled Bank before issuance of the Work Order. If the bidder fails to submit the Additional Performance Security within seven working days from the date of issuance of Letter of Acceptance, his Earnest Money will be forfeited and other necessary actions as per NIT like blacklisting of the contractor, etc, may be taken. The Bank Guarantee shall have to be valid up to end of the Contract Period and shall be renewed accordingly, if required.

3. The Bank Guarantee shall be returned immediately on successful completion of the Contract. If the bidder fails to complete the work successfully, the Additional Performance Security shall be forfeited at any time during the pendency of the contract period after serving proper notice to the contractor. Necessary provisions regarding deduction of security deposit from the progressive bills of the contractor as per relevant clauses of the contract shall in no way be altered/affected by provision of this Additional Performance Security.

4. Henceforth, necessary provision shall be incorporated in all Notice Inviting Tenders and shall be part of the Contract Agreement.

5. This order will take immediate effect and necessary amendment in the West Bengal Financial Rules shall be made in due course.

  
(H.K. Dwivedi)  
Additional Chief Secretary  
to the Govt. of West Bengal

Government of West Bengal  
Law & Arbitration Cell  
Public Works Department

No. 5784-PW/L&A/2M-175/2017

Dated: 12.09.2017

NOTIFICATION

WHEREAS it is deemed expedient to do so;

NOW, THEREFORE, the Governor is pleased to make partial modification in the West Bengal Form No.: 2911/2911(i)/2911(ii) (hereinafter referred to as Printed Tender Form), in cancellation of earlier notification no. 177CRC/2M-57/2008 dated 12/07/2012, in the manner mentioned here under:-

(1) Clause 17 of CONDITIONS OF CONTRACT of the Printed Tender Form shall be substituted by the following: -

'Clause 17 - If the contractor or his workmen or servants or authorized representatives shall break, de face, 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 grass land 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, with in 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 here of 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 1-3 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:

This notification will take immediate effect.

By order of the Governor,

Sd/-  
(Indevar Pandey)  
Principal Secretary  
Public Works Department

Copy forwarded for information to:

1. The Accountant General (A & E), West Bengal , AP Section, Treasury Buildings, Kolkata – 1.
2. The Accountant General (Audit), West Bengal,
3. The Accountant General (RW / LBA), West Bengal, C.G.O. Complex, 3rd MSO Building, Sector - I, Block - DF, 5th Floor, Bidhannagar, Kolkata – 64.
4. The Principal Secretary, Finance Department.
5. The Principal Secretary, Public Works Department.
6. The Managing Director, West Bengal Highway Development Corporation, HRBC Bhaban, Munshi Premchand Sarani, Kolkata – 700021.
7. The Engineer - in-Chief & Ex -Officio Secretary , Public Works Department.
8. The Finance Department, Group – 'T'.
9. The Finance Department. Group – 'N'
10. The Financial Adviser, Public Works Department.
11. The Joint Secretary, Project & Co-ordination / Works / Administration, Public Works Department.
12. The Technical Secretary, Public Works Department.

Sd/-  
Joint Secretary (Roads),  
Public Works Department

**Government of West Bengal  
Public Works Department  
Accounts Branch  
Nabanna, Howrah-711102.**

**No. 03-A/PW/O/10C-02/14 Dated: 12.03.2015.**

NOTIFICATION

WHEREAS, it has been observed that in most of the cases tenders are not being finalised in 1st call and even in 2nd call too due to non-availability of qualified tenderers on account of the extant credential policy as laid down in Rule 226(1) of PWD Code, Volume-1 which was amended vide this office Notification No. 137/1-A/PW/O/10C-02/14 dated 24.04.2014 and published in the Kolkata Gazette dated 28.04.2014 resulting in unnecessary delay in implementation of the projects/schemes.

WHEREAS, to encourage more participation in tendering thereby lowering rates in the long run, it has been felt necessary to amend the existing credential policy as laid down in Rule 226(1) of PWD Code, Volume-1.

NOW, THEREFORE, after careful consideration of the entire matter, the Governor is pleased to make the following amendments relating to qualification of all categories of tenderers other than Joint Venture firm in the existing Rule 226(1) of PWD Code, Volume-1 which came into force in terms of this office Notification No. 137/1-A/PW/O/10C-02/14 dated 24.04.2014 which was published under Para 1(i) in the Kolkata Gazette dated 28.04.2014.

Amendments

Existing Rule 226(1) of PWD Code,  
Volume-1 vide Notification No. 137/1- Amended Rule under Rule 226(1) of PWD Code, Volume-1  
A/PW/O/10C-02/14 dated 24.04.2014

1. For first call of NIT: Intending tenderers should produce credentials of a similar nature of work of the minimum value of 40% of the estimated amount put to tender during 5(five) years prior to the date of issue of this tender notice; or, Intending tenderers should produce credentials of 2(two) similar nature of work, each of the minimum value of 30% of the estimated amount put to tender during

a) In respect of 1st call of N.I.T.:-'The 5(five) years prior to the date of issue of the tender notice; intending tenderers shall have to produce or, Intending tenderers should produce credentials of one single credentials of similar nature of work running work of similar nature which has been completed to the valuing minimum 40% of the estimated extent of 80% or more and value of which is not less than the desired amount put to tender.'

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 executed agency, i.e., the tenderer.

2. For 2nd Call of NIT: Intending tenderers should produce credentials of a similar nature of work of the minimum value of 30% of the estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice; or, Intending tenderers should produce credentials of 2(two) similar nature of work, each of the

b) In respect of 2nd call of N.I.T.:-'The minimum value of 25% of the estimated amount put to tender during intending tenderers shall have to produce 5(five) years prior to the date of issue of the tender notice; credentials of similar nature of work or, Intending tenderers should produce credentials of one single valuing minimum 30% of the estimated running work of similar nature which has been completed to the amount put to tender.'

extent of 75% 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.

3. For 3rd call of NIT: i] Intending tenderers should produce credentials of similar nature of work of the minimum value of 20% of the estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice; or,ii) Intending tenderers should

c) In respect of 3rd call of N.I.T.:- 'The produce credentials of one single running work of similar nature intending tenderers shall have to produce which has been completed to the extent of 70% or more and value of credentials of similar nature of work which is not less than the desired value at (i) above;In case of running valuing minimum 20% of the estimated works, only those tenderers who will submit the certificate of amount put to tender'

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.

**4. Other terms and conditions of the credentials:-**

**i) Payment certificate will not be treated as credential;**

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

**This order is issued with the concurrence of Finance Department, Group-T vide their U.O.No. Group -T/2014-2015/1151 Dated 11/03/2015.**

**All concerned are being informed.**

**By order of the Governor,**

**Sd/- INDEVAR PANDEY**  
**Principal Secretary to the**  
**Govt. of West Bengal**  
**Public Works Department.**

**No. 03-A-PW dated 12.03.2015, Source**