



**eNIT No-**WBUD&MA/EE/SLRD/NIT-04(e)/2023-24 of Executive Engineer/Salt Lake Reclamation Division(**2<sup>nd</sup> Call**).  
**MEMO NO:** 8-169/2021/421 **Dated:** 10/07/2023

1.0 Sealed e-Tender are hereby invited for the following work for acceptance of the **Executive Engineer, Salt Lake Reclamation Division** , Department of U D & M A for and on behalf of the Governor of West Bengal, for the work stated below from eligible bonafide, reliable and resourceful Quotationers having sufficient experience in execution of similar type of works. **Intending quotationers who desires to participate in the quotation are requested to log on to the departmental website [www.wburbnservices.gov.in](http://www.wburbnservices.gov.in) & Govt. Tender website <https://wbtenders.gov.in> for information about the tender.**

**NAME OF WORKS**

Sl. No	Name of Work	Amount put to Tender(Rs)	Earnest Money Deposit	Time allowed for completion
1	One time Clearance of water hyacinth, jungles, floating garbage and deposition in canal bed from Kelor khal (part-A and part-B) and Ichamati Old Course and Satkhali khal under the jurisdiction of Baduria Municipality P.S-Baduria, Dist.-North 24 Parganas under Salt lake Reclamation Sub-Division-I of Salt lake Reclamation Division.( <b>2<sup>nd</sup> Call</b> )	22,28,134.00	44,563.00	Forty five Days
2	One time Clearance of water hyacinth, jungles, floating garbages and deposition in canal bed from Pathor kata canal, jorapole canal, bazar canal, Bhabla canal and Jelia para canal under the jurisdiction of Basirhat Municipality P.S-Basirhat, Dist.-North 24 parganas under Salt lake Reclamation Sub-Division-I of Salt lake Reclamation Division. ( <b>2<sup>nd</sup> Call</b> )	38,16,206.00	76,324.00	Forty five Days
3	One time canal clean and removal of water hyacinth, Jungles, weeds, floating garbage etc. and de-siltation work over i) From H/O-Fullara Malik to Tarakeswar Railway Station . ii) From H/O-Munmun Roy to H/O-Samir Banerjee iii) From Bamner par to 23 No. rail gate via Bajitpur More along 12 no. PWD road (East side).iv)From H/O-Sanjoy Bhowmick to Taraknath Seva Samity via 23 No. rail gate Dumping ground along 12 no. PWD road(West side) v)From Taraknath Seva Samity to H/O- Dipankar Bhanja along PWD Temple road (North Side) vi)From H/O-Sarif Mistri to H/O-Manik Podder along PWD Temple road (South Side).vii). From H/O-Kajal Chatterjee to Saha petrol pump along PWD T.C Road. viii).From Chel petrol pump to Bhimpur more along PWD Champadanga road (East side). IX).From Das Market to Nilkantha Nursing Home along PWD Champadanga road (West side). under the jurisdiction of Tarakeswar Municipality P.S-Tarakeswar, Dist.-Hooghly under Salt lake Reclamation Sub-Division-II of Salt lake Reclamation Division.( <b>2<sup>nd</sup> Call</b> ).	36,66,665.00	73,333.00	Forty five Days

4	De-siltation of canal i) canal from P.L camp to 5No. building more via Sarat polly ii) Canal from 20 no. word via Ashokenagar Govt Colony to outfall Bidyadhari canal iii) from Devinagar Rahapara to Kadamtola (Ward No.2) iv) Canal From H/o Babu Sil to H/O -kinshuk De (ward No. 5) under the jurisdiction of Ashokenagar-Kalyangarh Municipality P.S-Ashokenagar, Dist.-24-Parganah(N) under Salt lake Reclamation Sub-Division-I of Salt lake Reclamation Division . .(2 <sup>nd</sup> Call).	42,03,928.00	84,079.00	Forty five Days
5	De-siltation of canal from Nirbhayur to Basantapur kana Darkeswar via Lata para (Ward no-10&11) and from Brindabanpur Napitpara Dha-Khal to existing kana Darkeswar khal (Ward no-01&02) under the jurisdiction of Arambagh Municipality P.S-Arambagh, Dist.-Hoogly under Salt lake Reclamation Sub-Division-II of Salt lake Reclamation Division. .(2 <sup>nd</sup> Call).	64,59,029.00	1,29,181.00	Sixty Days

**Last date & time of submission of bids online is 31/07/2023 at 13-00 hours.** Details of submission procedure are given below under “**General terms and conditions and information**” and all information posted on the website consisting of NIT and related documents, Form 2911(ii), BOQ, Corrigendum and addendum if any and Drawings shall form part of the tender document. As per Memorandum of Government of West Bengal, Finance Department, Audit Branch Vide No. 3975-F(Y) , Dated-28/07/2016, Only, Online receipt and refund of EMD of e-procurement through State Government e- procurement portal will be considered. State Government procurement portal has already been integrated with the Payment Gateway of ICICI Bank for deposit of EMD and other fees by the bidders participating in e-procurement. It can be done through Net banking (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI Bank Payment Gateway; RTGS/NEFT in case of offline payment through bank account in any Bank.

**Scope of works:-For SI-1**

**Cutting uprooting and Clearing and removing solid / semisolid compact mass formed due to water hyacinth in combination with industrial waste, carcasses, municipal garbage, sludge, thick and thorny jungles and long grass etc. over specified cannels as mentioned in the name of work according to specification of items without creating any nuisance to the dwellers of the adjacent area.**

**For SI-2 to 5**

**Cutting uprooting and clearing jungles and re-excavation / silt clearance in drainage channel in all kinds of soil including sludge, slush mixed with all sorts of industrial wastes and municipal garbages, polypacks, carcasses, small khatal effluents, night soil etc. by manual or mechanical means which ever is possible according to site condition over specified cannels as mentioned in the name of work according to specification of items without creating any nuisance to the dwellers of the adjacent area..**

**General Terms & Conditions**

**Eligibility for participation**

Contractors, Enlisted or 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, depending on the criteria as detailed below. Joint venture firm are not eligible to participate.

A prospective bidder shall be allowed to participate in a single job either in the capacity of individual or as a partner of a firm. If found to have applied severally in a single job, all his applications will be rejected for that job.

**Credential (Experience Profile certificate should be formatted and notarized on a Specific Forms)**

- (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.

### **Verification before Submission of Tenders**

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.

The contractor will not be entitled to any claim or extra rate on any of these accounts.

### **Submission of Tenders**

Tenders are to be submitted online through the website stated above and all the documents uploaded by the Tender Inviting Authority form an integral part of the contract 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 documents uploaded are virus scanned and digitally signed using the Digital Signature Certificate (DSC).

### **Technical Proposal**

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

#### **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 nd 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.

### **Technical File (Statutory Cover)**

- ❖ Application for Tender (Vide Form-1) (to be submitted in "**Forms**" folder)
- ❖ Notice Inviting Tender (NIT)and Addenda / Corrigenda, if published (to be submitted in "**NIT**" folder)
- ❖ Tender Form No.2911(ii) (to be submitted in "**2911**" folder)
- ❖ Average annual turnover from contracting business and commensurate with the Form 26AS of IT (Vide Form-2) (to be submitted in "**Forms**" folder)
- ❖ Credential Certificate (Vide Form-3) (to be submitted in "**Forms**" folder)
- ❖ Declaration of not having common interest in the same serial (Vide Form-4) (to be submitted in "**Forms**" folder)
- ❖ Earnest Money Deposit (EMD) folder

Scanned copy online EMD transfer , as prescribed in the NIT, separately against each serial of work, in favour of the **Executive Engineer, Salt Lake Reclamation Division, payable at Kolkata** (to be submitted in "**Scan copy of EMD**" folder). All the forms should be notarized

**Note: Tenders will be summarily rejected if any item in the Statutory Cover is missing.**

### **My Document (Non-Statutory Cover)**

#### **Certificates**

- Professional Tax (PT) submission Challan

- PAN Card
- GST Registration
- **ESI , EPF Registration**
- Trade licence (current quarter payment receipt should be enclosed.)
- **Completion certificate along with work order and schedule as credential.**
- Income Tax return for last five years.
- Bank Solvency Certificate/ credit limit certificate from the schedule bank on their printed letter head.

### **Company Details**

- Partnership Deed and Trade License for Proprietorship Firms
- Memorandum of Articles for Limited Companies.
- Society Registration and Bye-Laws for Cooperative Societies
- Power of Attorney

### **Credential**

- **Note: Tenders will be summarily rejected if any item in the Statutory Cover is missing**

### **Financial Proposal**

The financial proposal should contain the following document in one cover (Folder).

- **Bill of Quantities (BoQ):** The contractor is to quote the rate (percentage above or below) online through computer in the space marked for quoting rate in the BoQ. (Only downloaded copies of the above documents are to be uploaded, virus scanned and digitally signed by the contractor).

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

#### **Opening of Technical Proposal**

Technical proposal will be opened by the concerned Executive Engineer, or his authorised representatives, electronically from the website using their Digital Signature Certificate at Office of the Executive Engineer, Salt Lake Project, Urban Development Department, Nirman Bhawan, Bidhannagar, Kolkata – 700091, .on the date already mentioned above.

Intending Bidders may remain present at the venue stated above if they desire to do so.

Cover /Folder for Statutory Documents will be opened first & if found in order, Cover for non Statutory Documents will be opened. If there is any deficiency in the Statutory & Non Statutory Documents, the Tender will summarily be rejected.

Decrypted (transformed into readable formats) Documents of Statutory and Non Statutory Cover will be downloaded, & evaluated for eligibility.

Pursuant to scrutiny & decision after evaluation the summary list of eligible tender & the serial number of work for which their proposal are considered will be uploaded in the web portals.

While evaluation the tender inviting authority may summon the Bidders & seek clarification/information or additional documents or original hard copy of any of the documents already submitted & if these are not produced within the stipulated time frame, their proposal will be liable for rejection.

#### **Opening & Evaluation of Financial Proposal**

Financial Proposal of the Bidders found technically eligible, will be opened electronically from the web portal by the Special Engineer concerned or his authorised representatives, **already mentioned under.**

The encrypted copies will be decrypted & the rates will be out before to the contractors remaining present at that time.

After evaluation of Financial Proposal by the, Special Engineer concerned will upload the final summary result containing inter-alia, name of the contractors & the rates quoted by them against each work provided he is satisfied that the rates obtained are fair & reasonable & there is no scope of further lowering down of rate.

**The Commuter generated Comparative Statement need to be financially vetted by/ test check by the Divisional**

**Accounts Officer of Reclamation. Division.**

#### **Acceptance of Tender**

Lowest valid rate should normally be accepted. However the acceptance of the tender including the right to distribute the work between two or amongst more than two bidders will rest with the **Tender Accepting Authority** without assigning reason thereof. The accepting authority reserves right to reject any or all tenders without assigning any reason thereof. Conditional tender will not be accepted in any case.

#### **Award of Contract:**

The Bidder who's Bid has been accepted will be notified by the Tender Inviting & Accepting Authority through

acceptance letter / Letter of Acceptance. The notification of award will constitute the formation of the Contract.

#### **Bid Validity**

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

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

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 duplicate/triplicate copies of W.B.F. No 2911(ii), in Clause 4(i) from **the office of the Executive Engineer, Reclamation Division.**

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

#### **Refund/Settlement Process:**

i. After opening of the bids and technical evaluation of the same by the tender inviting authority through electronic processing in the e-Procurement portal of the State Government, the tender inviting authority will declare the status of the bids as successful or unsuccessful which will be made available, along with the details of the unsuccessful bidders, to ICICI Bank by the e-Procurement portal through web services.

ii. On receipt of the information from the e-Procurement portal, the Bank will refund, through an automated process, the EMD of the bidders disqualified at the technical evaluation to the respective bidders' bank accounts from which they made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on rejection of bid is uploaded to the e-Procurement portal by the tender inviting authority.

iii. Once the financial bid evaluation is electronically processed in the e-Procurement portal, EMD of the technically qualified bidders other than that of the L1 and L2 bidders will be refunded, through an automated process, to the respective bidders' bank accounts from which they made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on rejection of financial bid is uploaded to the e-Procurement portal by the tender inviting authority. However, the L2 bidder should not be rejected till the LOI process is successful.

iv. If the L1 bidder accepts the LOI and the same is processed electronically in the e-Procurement portal, EMD of the L2 bidder will be refunded through an automated process, to his bank account from which he made the payment transaction.

Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on Award of Contract (AOC) to the L1 bidder is uploaded to the e-Procurement portal by the tender inviting authority as soon as the L1 bidder is awarded the contract (AOC) and the same is processed electronically in the e-Procurement portal

a) EMD of the L1 bidder for tender of State Government offices will automatically get transferred from the pooling account to the State Government deposit head 1/8443-0 -103-001-07" through GRIPS along with the bank particulars of the L1 bidder.

b) EMD of the L1 bidder for tenders of the State PSUs/Autonomous Bodies/Local Bodies/PRLs, etc will automatically get transferred from the pooling account to their respective inked bank accounts along with the bank particulars of the L1 bidder. In both the above cases, such transfer will take place within T+1 Bank Working Days where T will mean the date on which i.e. Award of Contract (AOC) is issued.

vi. The Bank will share the details of the GRN generated on successful entry in GRIPS with the E-Procurement portal for updation.

vii. Once the EMD of the L1 bidder is transferred in the manner mentioned above, Tender fees, if any, deposited by the bidders will be transferred electronically from the pooling account to the Government revenue receipt head 1/0070-60- 800-013-27" through GRIPS for Government tenders and to the respective linked bank accounts for State PSU/Autonomous Body/Local Body/PRLs, etc tenders.

viii. All refunds will be made mandatorily to the bank A/c from which the payment of EMD & Tender Fees (if any) were initiated.

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. 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.

**Payment**

As mentioned in “**Important Information related to the above works**”

### **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 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 Departmental website.

**All the disputes arising from the provision of the said agreement comes under the jurisdiction of Calcutta High Court or any other competent court as the case may be. (Vide order no 215(Law)/UDMA-15011(99)/17/2023-LS-UD Dt 10/03/2023)**

### **Date and Time Schedule :**

Sl. No.	Activity	Date & Time
1.	<b>Publishing Date:</b>	10/07/2023 at 17.30 hrs.
2.	<b>Document Download start date :</b>	10/07/2023 at 17.30 hrs.
3.	<b>Bid submission start date:</b>	17/07/2023 at 13.00 hrs.
4.	<b>Document Download end date:</b>	31/07/2023 at 13.00 hrs .
5.	<b>Bid submission end date:</b>	31/07/2023 at 13.00 hrs.
6.	<b>Technical Bid opening date:</b>	02/08/2023 at 13.00 hrs.
7.	<b>Financial Bid opening date:</b>	<b>To be notified later.</b>

### **ADDITIONAL CONDITIONS**

The Executive Engineer of the Salt Lake Reclamation Division concerned will be the Engineer-in-Charge in respect of the contract and all correspondences 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 Sub-Divisional Officer and the Junior Engineer 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.

- 1) 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. No compensation for idle labour, establishment charge or on other reasons such as variation of price index etc. will be entertained.
- 2) 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.
- 3) No mobilization / secured advance will be allowed unless specified otherwise
- 4) 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 also arrange supply of 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.
- 5) 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.
- 6) The work will have to be completed within the time mentioned in the tender notice. A suitable work programme 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 Government papers, etc. However the contractor will have to accept the work programme and priority of work fixed by the Engineer-in-charge.

- 7) 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.
- 8) **The contractor will have to maintain qualified technical Engineer and/or Apprentices at site as per prevailing Apprentice Act or other Departmental Rules & Orders circulated from time to time. A notarized certificate of the declaration of the technical manpower should be submitted along with PAN of the Engineer.**
- 9) **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 and no claim will be entertained for reduction of quantities in some items or for omission of some items. For execution of quantitative excess in 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.**
- 10) All materials required to complete execution of the work shall be supplied by the contractor after procurement from authorized and approved source and the material brought to the site must be approved by the Engineer-In-Charge. Rejected materials must be removed by the Contractor from the site within 24 hours of the issue of order to that effect.
- 11) For cogent reasons over which the contractor will have no control and which will retard the progress, extension of time for the period lost will be granted on receipt of application from the contractor before the expiry date of contract. No claim whatsoever for idle labour, additional establishment, cost of materials and labour and hire charges of tools & plants etc. would be entertained under any circumstances.
- 12) When one item of work is to be covered up by another item of work the latter item shall not be done before the former Item has been measured and has been inspected by the Engineer-in-Charge or the Sub-Divisional Officer /Assistant Engineer, as the authorized representatives of the Engineer-in- Charge and order given by him for proceeding with the latter item of work. When however, this is not possible for practical reasons, the Sub-Assistant Engineer, if so authorized by the Sub-Divisional Officer/Assistant Engineer may do this inspection in respect of minor works and issue order regarding the latter item.
- 13) In case of force closure or abandonment of the works by the Department the contractor will be eligible to be paid for the finished work and reimbursement of expenses actually incurred but not for any losses.
- 14) The contractor shall have to arrange on his own cost, required energy for operation of equipments and machineries, for operating of pumping set, illuminating work site, office etc. that may be necessary in difference stages of execution of work. No facility of any sort will be provided for utilization of the departmental sources of energy existing at site of work.
- 15) The contractor will arrange land for installation of his Plants and Machineries, his go down, store yard, labour camp etc. at his own cost for the execution of the work. Departmental land, if available and if applied for, may be spared for the purpose on usual charges as fixed by the Engineer-in-charge. Before using any space in Government land for any purpose whatsoever, approval of the Engineer-in-charge will be required.
- 16) 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.

**Additional Terms & Conditions Including Modifications of Clause No. 17 and Clause No. 25 of West Bengal Form No.**

**2911/2911(i)/2911(ii)**

(This bears concurrence of Group – T of Finance (Audit) Department vide their U.O. No. 614; Dated 06.07.2012)

**1) Clause – 17 of Contract of the Printed Tender Form shall be substituted by the following:**

Clause 17. – If the contractor or his workmen or servants of authorized representatives shall break, deface, injure or destroy any part of the 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 damaged shall happen to the work from any cause whatsoever or any imperfections become apparent in it any time whether during its execution or within a period of three years after issuance of a certificate of its completion issued by the Engineer –In-Charge shall mend good the same 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 from any sums, whether under this contract or otherwise, that may be then, or at any time thereafter became due to contractor by the Government or from his security deposit, or the proceeds of sale thereof 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), or of making such damage or imperfections 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.

The security deposit of the contractor shall not be refunded before the expiry of three years after the issuance of the certificate, final or otherwise of completion of the work by the Engineer-In- Charge.

Provided that the work shall not be deemed to have been completed unless the “**Final Bill**” in respect thereof shall have been passed and certified for payment by the Engineer-In-Charge.

Provided further that the Engineer-In- Charge shall pass the “**Final Bill**” and certify thereon, within a period of forty five days with effect from the date of submission thereof by the contractor under this contract and shall also issue a separate certificate of completion of work to the contractor with the said period of **forty five days**. The certificate of 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 contractor held with the Government under the provision of **Clause-1** hereof shall be refundable to the contractor in the manner provided here under.

- (i) **30%** of the security deposit shall be refunded to the contractor on expiry of **one year** after the issuance certificate of completion of work.
- (ii) Further **30%** of the security deposit shall be refunded to the contractor on expiry of **two years**.
- (iii) The balance **40%** of the security deposit shall be refunded to the contractor on expiry of **three years**.

**N.B-** Provided that in respect of the work of repair or maintenance in nature or a combination thereof, the words “**Three years**” wherever appearing in this clause shall be deemed to be **one year** and in which case the security deposit of the contractor held with the Government under the provision of clause-1 hereof shall be refundable to the contractor on expiry of **one year** after the issuance of certificate of completion of work by the Engineer-in- Charge.

2) **“Modification of Clause Relating to Settlement of Disputes under Condition of Contracts”:**

Clause 25 for work value more than 100 Lacks of W.B.F. No. 2911/2911(i)/2911(ii) will be read as “Clause 25 – Except where otherwise provided in the Contract all question and disputes relating to the meaning of specifications, design, drawings and instructions therein before mentioned and as to quality of workmanship or materials used on the work or these conditions or otherwise concerning to the work, or after the completion or abandonment thereof shall be dealt with as mentioned hereinafter :

If the Contractor considers any work demanded of him to be outside the requirement of the contract, or disputes in any drawings, record or decision given in writing by the Engineer- in-Charge or any matter in connection with or arising out of the contract or carrying out of the work, to



be unacceptable, be shall promptly requested within 15 (fifteen) days to the Chairman of the “Dispute Redressal

Committee” shall give its written instruction or decision. Thereupon, the “Dispute Redressal Committee” shall give it written instruction or decision within a period of Three (03) months from the date of receipt of the Contractor’s letter.”

Dispute Redressal Committee in each of the works’ Department should be having the following officials as members:

1.	<b>Additional Chief Secretary / Principal Secretary / Secretary of the Concerned</b>	<b>Chairman</b>
2.	<b>Engineer - in - Charge / Chief Engineer or any officer equivalent rank in the</b>	<b>Member</b>
3.	<b>One Designated Chief Engineer / Engineer of the Department to be nominate by the Department concerned</b>	<b>Member Secretary and</b>
4.	<b>One Representative of the Finance Department of the Government not below the Rank of Joint Secretary or Finance Advisor in case of the Works’Department where FA System has been introduced</b>	<b>Member</b>

The Provision will be applicable irrespective of the value of the works to which the dispute may relate.

3) **After Clause 24’** In present printed **W.B. Form No. 2911, 2911(i), 2911(ii)** of this office/ Division, in **page no. 9, Clause-25** as mentioned here will be included and from **Clause-25 to Clause-29** of **page 09 and 10** of this Form will have to read as **Clause - 26 to Clause- 30**, as per following table. As per Above, **Clause-17** to be read as in modified form, and applicable for the work.

Sl No	As mentioned in Presently supplied W.B. Form No. 2911, 2911(i), 2911(ii)	Actually to be read as
1	From Clause 1 to 24	Clause 17 only modified.
2	Within Clause 24 and Clause 25 of Existing / Supplied Form	Clause 25 will be Inserted/ Included
3	Clause-25	Clause- 26
4	Clause-26	Clause- 27
5	Clause-27	Clause- 28
6	Clause-28	Clause- 29
7	Clause-29	Clause- 30

**Sd/-**  
Executive Engineer  
Salt Lake reclamation Division  
Urban Development & Municipal Affairs Department

MEMO NO: 8-169/2021/421

Dated: 10/07/2023

Copy forwarded for information to the:

1. P.S. to Principal Secretary, to the Govt. of W.B., Department of Urban Development Department & Municipal Affairs, Nagarayan, Kolkata-64.
2. The Additional Secretary to the Govt. of West Bengal (DB), IT & e-Gov Cell  
<https://www.wburbnservices.gov.in>, Department of Urban Development Department & Municipal Affairs, 3<sup>rd</sup> Floor, Nagarayan, Kol-64
3. The Addl Secretary, UD&MA Department & Additional Director, SUDA, ILGUS BHAVAN, HC Block, Sector-III Bidhannagar, Kol-106, West Bengal.
4. The Special Engineer, S L R & D Circle, Nirman Bhawan, Salt Lake, Kolkata-91.
5. Executive Engineer & T.A to Special Engineer, Salt Lake Reclamation & Development Circle, Nirman Bhawan, Salt Lake, Kolkata-91
6. Executive Engineer, Salt Lake Construction Division, Nirman Bhawan, Salt Lake, Kolkata-91
7. Executive Engineer, Bidhannagar Municipal Services Division, Nirman Bhawan, Salt Lake, Kolkata-91.
8. Executive Engineer, Central Mechanical Division, Nirman Bhawan, Salt Lake, Kolkata-91.
9. Head Estimator, Salt Lake Reclamation & Development Circle
10. Notice Board of this Office.

10/7/23

  
Executive Engineer  
Salt Lake reclamation Division  
Urban Development & Municipal Affairs Department