

Government of West Bengal
Department of Urban Development and Municipal Affairs
Office of the Executive Engineer
Salt Lake Construction Division
Nirman Bhawan, Salt Lake, Kolkata: 700091

Memo. No. 1881

Date: 11.11.2022

Notice Inviting e-Tender No.: WBUD MAD/SLP/NIT- 6(e) / 2022-23 of EE, SLC Division

Sealed e-Tender are hereby invited for the following work for acceptance of the **Executive Engineer, Salt Lake Construction 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 & Govt. Tender website <https://wbtenders.gov.in> for information about the tender.**

NAME OF WORK

Sl. No	Name of Work	Amount put to Tender (Rs.)	Earnest Money Deposit (Rs.)	Time allowed for completion
1	" Fencing of all NR vacant plots which are either un-allotted or of which allotment order cancelled by the Deptt. of U.D. & M.A. in Sector - III, Salt Lake."	18,91,532.00	37,831.00	90 (Ninety) Days

Last date & time of submission of bids online is 02/12/2022 at 11:00 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: -

Civil works like M.S. structural works, Earth work in excavation, Ordinary Cement concrete (mix 1:2:4), Galvanised corrugated iron sheet, Priming, Painting, Clearing compound premises, Welding in M.S. structural work, Drilling holes of requisite diameter in R.S. joists channels, tees. Plates, Supply of Mazdoor (Male), Supply of Methor Mazdoor, Painting block letters or digits etc. in consultation with competent authority.

Agency will responsible for all necessary arrangements like temporary electricity, transport etc. required for the work.

Important Information related to the above works: -

- 1)A.O.C. will be awarded to the lowest bidder(L1) after getting administrative approval and financial sanction (A.A.& F.S.) from the appropriate authority.**
- 2)Payment terms and condition will be as mentioned in the A.A.& F.S**

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

- (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 nonsatisfactory 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 Construction 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 & NonStatutory 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 Computer generated Comparative Statement need to be financially vetted by/ test check by the Divisional Accounts Officer-II of Salt Lake Construction 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, Salt Lake Construction 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 LI bidder is awarded the contract (AOC) and the same is processed electronically in the e-Procurement portal

a) EMD of the LI 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 LI bidder.

b) EMD of the LI 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 LI 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 o. generated on successful entry in GRIPS with the E-Procurement portal for updation.

vii. Once the EMD of the LI 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

The payment of RA bill(s) as well as final bill for any work will be made on availability of specific fund and no claim due to delay in payment will be entertained. No RA Bill will be considered before execution of 1/3rd of total volume of work.

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.

Date and Time Schedule:

Sl. No.	Activity	Date & Time
1.	Publishing Date:	11/11/2022 at 17.30 hrs.
2.	Document Download start date:	11/11/2022 at 17.30 hrs.
3.	Bid submission start date:	18/11/2022 at 11.00 hrs.
4.	Document Download end date:	02/12/2022 at 11.00 hrs.
5.	Bid submission end date:	02/12/2022 at 11.00 hrs.
6.	Technical Bid opening date:	05/12/2022 at 11.30 hrs.
7.	Financial Bid opening date:	To be notified later.

ADDITIONAL CONDITIONS

The Executive Engineer of the Salt Lake Construction 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 From 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, he 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.	Additional Chief Secretary / Principal Secretary / Secretary of the Concerned	Chairman
2.	Engineer - in - Charge / Chief Engineer or any officer equivalent rank in the	Member
3.	One Designated Chief Engineer / Engineer of the Department to be nominate by the Department concerned	Member Secretary and
4.	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	Member

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 Construction Division
Urban Development & Municipal Affairs Department

Memo. No: 1881(14)

Dated: 11/11/2022

Copy forwarded for information and necessary action to the:

1. P.S. to the Principal Secretary, to the Govt. of W.B., Department of Urban Development Department & Municipal Affairs, Nagarayan, Kolkata-64.
2. Special Secretary to the Govt. of West Bengal, IT & e-Gov Cell, Department of Urban Development Department & Municipal Affairs, 3rd Floor, Nagarayan, Kol-64 with a request to publish this NIT in the Departmental website of Urban Development & Municipal Affairs, www.urbanservices.gov.in
3. Special Secretary(Smt. Debarati Dutta Gupta) to the Govt. of West Bengal, Department of Urban Development & Municipal Affairs, 3rd Floor, Nagarayan, Kol-64
4. Addl Secretary,(Mr. Joly Chaudhuri) to the Govt. of West Bengal, Department of Urban Development & Municipal Affairs, 3rd Floor, Nagarayan, Kol-64 with reference to his good office memo. No. 4263-UDMA-11016(99)/5/2022 Dated: 04/09/2022.
5. Joint Secretary (KB), Budget Cell to the Govt. of West Bengal, Department of Urban Development & Municipal Affairs, Nagarayan, Kol-64.
6. Special Engineer, S L R & D Circle, Nirman Bhawan, Salt Lake, Kolkata-91.
7. Executive Engineer & T.A to Special Engineer, Salt Lake Reclamation & Development Circle, Nirman Bhawan, Salt Lake, Kolkata-91
8. Executive Engineer, Salt Lake Reclamation Division, Nirman Bhawan, Salt Lake, Kolkata-91
9. Executive Engineer, Salt Lake Design Division, Nirman Bhawan, Salt Lake, Kolkata-91
10. Executive Engineer, Bidhannagar Municipal Services Division, Nirman Bhawan, Salt Lake, Kolkata-91.
11. Executive Engineer, Central Mechanical Division, Nirman Bhawan, Salt Lake, Kolkata-91.
12. Sub-Divisional Officer, Salt Lake Sewerage Sub-Division, Nirman Bhawan, Kolkata-91.
13. Head Estimator, Salt Lake Reclamation & Development Circle.
14. Notice Board of this Office.

Sd/-

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

FORM - 1

APPLICATION FOR TENDER

To,
The Executive Engineer,
Salt Lake Construction Division

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 _____ 202_____

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

Power of Attorney for signing of Contract/Tender Agreement *

(May be submitted if the bidder is a Company, Autonomous Body, Undertaking, Corporation, and NGO, in plain paper or otherwise in any legally acceptable format which shall be treated as the self declaration of the bidder)

Know all men by these presents, I/We, (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr./Ms (Name).....son/daughter of and presently residing at....., who is presently employed with us/ the Lead Member of our Consortium/Joint Venture and holding the position of, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the ***** Project proposed or being developed by the Governor of the State of West Bengal represented by the Tender inviting authority, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders’ and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the ‘Authority’ in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Agreement with the Authority;

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPALS HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....For.....
(Signature Name date designation and address of the bidder/(s) & Contact No. & e-mail ID)

Witnesses: (Full Name with permanent addresses and contact nos.)

- 1.
- 2.

Signed & accepted

Notarized

Notes:

- 1) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law in India and the charter documents of the executants and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- 2) Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders’ resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- 3) For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

► **This is only a specimen format and the bidder may submit any other legally valid format by bidder organization except Proprietorship Firms.**

FORM-4

Declaration on antecedents and performance

(To be submitted in plain paper / letter head as per specimen , duly filled up and uploaded with digital signature , which shall be treated as self declaration of the bidder)

Ref:- e-NIT/NIQ No. e-

Tender/Quotation ID No. List of Work Sl. No.

To,
The Special Engineer,
Salt Lake Reclamation and Development Circle,
Urban Development and Municipal Affairs Department,
Nirman Bhawan , Salt Lake , Kolkata-700091.

I/We , Sri/Smt , the authorized signatory on behalf of

..... do hereby affirm that I/We/Any of the member of

..... bidding against e-NIT No.

..... , Sl No. are not black listed , suspended or debarred from participation in State Government Procurements and Tenders in any departments of State Government and Government of India on the date of publication of this Notice Inviting Tender (NIT).

If at a later stage this submission (undertaking) is found incorrect , the bidder company along with all its consultant members / owners / PARTNERS WOULD BE LIABLE TO PENAL ACTIONS AS DECIDED BY THE Government under the law.

Dated this day of20.....
Full name of Bidder/Contractor..... Authorised Signatory.....
In the capacity of

Duly authorized to sign bid for and on behalf of (Name of Firm)..... (In block Capital letters or typed)

Office address with Seal:
..... Telephone nos.(office)
Mobile No. Fax No.
E-MAIL ID :

(DIGITAL 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 bid capacity at the expected time of bidding is more than the total estimated cost of the works. The available bid capacity will be calculated as under:

Assessed Available bid capacity = (A x N x 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.	2017-2018	
2.	2018-2019	
3.	2019-2020	
4.	2020-2021	
5.	2021-2022	

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.	2021-2022	1.00
2.	2020-2021	1.05
3.	2019-2020	1.10
4.	2018-2019	1.15
5.	2017-2018	1.20

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

Thus available assessed Bid Capacity stands as: (A x N x 2-B) = _____ Rs.

Signature, name and designation of Authorised Signatory
Auditor's firm

Name of the statutory

For and on behalf of

Seal of the audit firm:

.....
(Signature, name and designation and

(Name of the Applicant)

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, 18th 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.

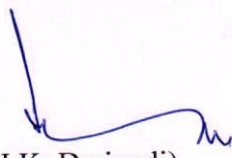
In tenders for Government works, bids are sometimes received at a much lower rate than the Estimated Amount put to tender. In such cases, to ensure the quality and proper execution of the work in public interest, the Governor is pleased to decide that Additional Performance Security @ 10% of the tendered 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.

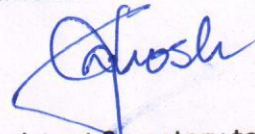
4. Henceforth, necessary provision shall be incorporated in all Notice Inviting Tenders and shall be part of the Contract Agreement.

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

Copy forwarded for information and necessary action to:

1. Principal Accountant General (A&E), West Bengal, Treasury Buildings, 2, Government Place West, Kolkata – 700001.
2. Principal Accountant General (Audit), West Bengal, Treasury Buildings, 2, Government Place West, Kolkata – 700001.
3. Accountant General (Receipt Works & Local Bodies Audit), West Bengal, CGO Complex, 3rd MSO Building, 5th Floor, Block DF, Sector I, Salt Lake, Kolkata – 700064.
4. Additional Chief Secretary / Principal Secretary / Secretary, _____
_____ Department
5. Financial Advisor, _____ Department.
6. Commissioner, _____ Division, _____
_____.
7. Director, _____
_____.
8. Director of Treasuries & Accounts, West Bengal, Mitra Building, 8, Lyons Range, 3rd Floor, Kolkata – 700001.
9. District Magistrate / District Judge / Superintendent of Police, _____
_____.
10. Sub-Divisional Officer, _____.
11. Block Development Officer, _____.
12. Pay & Accounts Officer, Kolkata Pay & Accounts Office-I, 81/2/2, Phears Lane, Kolkata – 700012.
13. Pay & Accounts Officer, Kolkata Pay & Accounts Office-II, P-1, Hyde Lane, Kolkata – 700073.
14. Pay & Accounts Officer, Kolkata Pay & Accounts Office-III, IB Market, 1st Floor, Block IB, Sector III, Salt Lake, Kolkata – 700106.
15. Treasury Officer, _____
_____.
16. Group ____ / _____ Branch, Finance Department.
17. Sri Sumit Mitra, Network Administrator, Finance (Budget) Department. He is requested to upload copy of this order in the website of Finance Department.



Assistant Secretary to the
Government of West Bengal

**Government of West Bengal
Public Works Department
CRC Branch**

NOTIFICATION

No. 52-CRC/2M-06/2014

Dated: 27/10/2014

Whereas it is deemed expedient to do so:

IT has been decided by the Government to make additional provisions for release of Security Deposit after issuance of Completion Certificate of any work and on submission of unconditional Bank Guarantee by the Contractor in lieu of Security Deposit.

Now, therefore, the Governor is pleased to provide additional provisions in **Clause 17 of CONDITIONS OF CONTRACT** in the **West Bengal Form NO. 2911/2911(i)/2911(ii)** (Printed Tender Form), in the manner mentioned hereunder:

In cases of **Refunding and Releasing of 100% Security Deposit** held with the Government, arising out from works contract, **Security Deposit** will be released after issuance of **Completion Certificate** on submission of unconditional **BANK GUARANTEE** by the Contractor for the **Security Deposit** subject to the following conditions: .

1. The **Bank Guarantee** will be issued by a Scheduled Commercial Bank in favour of the Engineer –In- Charge of the concern work , PWD, Government of West Bengal on behalf of the contractor;
2. The **Bank Guarantee** will remain valid for the **Defect liability period/Security period** as per contract of the work.
3. The **Bank Guarantee** will be submitted as per **Format attached in Annexure –I**. The Engineer-In-Charge should obtain confirmation of the Bank Guarantee directly from the Bank before its acceptance.
4. The **Bank Guarantee**, now pledged in the form of **Security Deposit** will be released to the contractor in the following manner, if not forfeited under conditions of contract-
 - i. **30 %** of the same after expiry of **1(one) year** from the date of issuance of completion certificate of work.
 - ii. Further **30 %** of the same after expiry of **2(Two) years** from the date of issuance of completion certificate of work.
 - iii. The balance **40%** of the same after expiry of **3(Three) years** from the date of issuance of completion certificate of work.

WHEREAFTER, In cases for those contractors, who will not intend to opt for the provisions laid down hereinabove for refund of security deposit, this Department's earlier Notification no. **177-CRC/2M-57/2008 dt.12/07/2012** shall be in force in the manner provided in the earlier aforesaid Notification.

This issues with concurrence of Group-T of Finance Department vide their U.O. No. Group T /2014-15/0705 dt. 13/10/2014 and U.O.No. Group T /2014-15/ 0608 dt. 05/09/14(Enclosed Annexure- I).

By order of the Governor
Sd/-

Principal Secretary to the
Government of West Bengal
Public Works Department

Memo No.: 52-CRC/2M-06/2014(24)

Dated: 27/10/2014

Copy forwarded for information and necessary action to:

1. The Accountant General (A&E), West Bengal, Government Place (west), Kolkata-1
2. The Accountant General (Local Bodies Audit), West Bengal, C.G.O. Complex, 3rd MSO Building, Sector -I, Block-DF, 5th Floor, Bidhan Nagar, Kolkata-64.
3. The Engineer -in -Chief & Ex-Officio Secretary, Public Works Department.
4. The Chief Engineer, HQ, Public Works Directorate.
5. The Chief Engineer, South Zone, Public Works Directorate.
6. The Chief Engineer, West Zone, Public Works Directorate.
7. The Chief Engineer, North Zone, Public Works Directorate.
8. The Chief Engineer, HQ, Public Works (Roads) Directorate.
9. The Chief Engineer, South Zone, Public Works (Roads) Directorate.
10. The Chief Engineer, West Zone, Public Works (Roads) Directorate.
11. The Chief Engineer, North Zone, Public Works (Roads) Directorate.
12. The Chief Engineer, Social Sector, Public Works Directorate.
13. The Chief Engineer, R.B.R.I, Public Works (Roads) Directorate.
14. The Chief Engineer, NH, Public Works (Roads) Directorate.
15. The Chief Engineer, HQ & Planning, Public Works Directorate.
16. The Chief Engineer, HQ & Planning, Public Works (Roads) Directorate.
17. The Chief Engineer (Electrical)-I/II, Public Works Directorate.
18. The Joint Secretary, Works, Public Works Department.
19. The Joint Secretary, Roads, Public Works Department.
20. The Finance (Audit) Department of this Government.
21. The Financial Adviser, Integrated Finance Branch, Public Works Department.
22. Accounts Branch, Public Works Department.
23. Accounts Branch, Public Works (Roads) Department.
24. IT Cell, Public Works Department.


27/10/14
Technical Secretary
Public Works Department

Annexure- I

**FORMAT OF THE BANK GUARANTEE
FOR RELEASE OF SECURITY DEPOSIT**

To

[Designation of Engineer- In-Charge]
[Office address of Engineer-In-Charge]

WHEREAS _____ [name and address of Contractor]
(hereafter called "the Contractor") has undertaken, in pursuance of Contract No. _____
dated _____ to execute _____ [name of Contract and brief
description of Works] (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall
furnish you with a Bank Guarantee by a Scheduled commercial bank for the sum specified therein for
release of 'SECURITY DEPOSIT' for compliance with his obligation in accordance with the
Contract;

AND WHEREAS we..... (Indicate the name of the bank &branch)
have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we..... (Indicate the name of the bank &branch)
hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a
total of Rs. _____ [amount of guarantee] _____ (in words).
We undertake to pay you, upon your first written demand and without cavil or argument, a sum within
the limits of _____ [amount of guarantee] as aforesaid without your needing to
prove or to show grounds or reasons for your demand for the sum specified therein.

We..... (Indicate the name of the bank &branch) hereby waive the
necessity of your demanding the said debt from the contractor before presenting us with the demand.

We..... (Indicate the name of the bank &branch) further agree to pay
to you any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in
any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this
present absolute and unequivocal.

The payment /so made by us under this bond shall be a valid discharge of our liability for
payment thereunder and the contractor(s) shall have no claim against us for making such payment.

We..... (Indicate the name of the bank &branch) further agree that no
change or addition to or other modification of the terms of the Contract or of the Works to be
performed there under or of any of the Contract documents which may be made between you and the

Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

We (Indicate the name of the bank & branch) lastly undertake not to revoke this guarantee except with the previous consent of you in writing.

This Guarantee shall be valid upto -----. It come into force with immediate effect and shall remain in force and valid for a period of the Defects Liability Period/Security Period plus claim period of Six months for the Bank Guarantee. Notwithstanding, anything mentioned above, our liability against this guarantee is restricted to Rs. _____ (Rs. _____) and unless a claim in writing is lodged with us within the validity period , i.e. upto _____ of this guarantee all our liabilities under this guarantee shall cease to exist.

Signed and sealed this day of..... 20..... at

SIGNED, SEALED AND DELIVERED

For and on behalf of the BANK by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

- (i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.

The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

**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. 177-CRC/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, 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 1st 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

No. 5784/1(14) - PW/L&A/2M-175/2017

Dated:12.09.2017

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

No. 5784/2(3) - PW/L&A/2M-175/2017

Dated:12.09.2017

Copy forwarded for information to :-

1. The Principal Secretary to the Hon'ble Chief Minister, Government of West Bengal.
2. The Senior P.S. to the Hon'ble Minister – in - Charge, Public Works Department, Government of West Bengal.
3. The Senior P.S. to the Chief Secretary to the Government of West Bengal.

Sdf

Joint Secretary (Roads),
Public Works Department

No. 5784/3(200) - PW/L&A/2M-175/2017

Dated:12.09.2017

Copy forwarded for information and necessary action to :-

1. The Chief Engineer, -----(All), P.W. Directorate / P.W.(Roads) Directorate / Social Sector, P.W. Directorate / Electrical, P.W. Directorate.
2. The Superintending Engineer,----- (All), P.W. Directorate / P.W.(Roads) Directorate / Social Sector, P.W. Directorate / Electrical, P.W. Directorate.
3. The Chief General Manager, West Bengal Highway Development Corporation, HRBC Bhaban, Munshi Premchand Sarani, Kolkata – 700021.
4. The Executive Engineer,----- (All), P.W. Directorate / P.W.(Roads) Directorate / Social Sector, P.W. Directorate / Electrical, P.W. Directorate.
5. The Executive Engineer, Kolkata IT Division, P.W. Directorate.

He is requested to upload the Circular in PWD website.

Abhishek

Joint Secretary (Roads),
Public Works Department

**Government of West Bengal
Law & Arbitration Cell
Public Works Department**

No. - 5951-PW/L&A/2M-175/2017

Date : 02.11.2017

NOTIFICATION

The Defect Liability Period of different projects have been revised vide Notification No. 5784-PW/L&A/2M-175/2017 dated 12.09.2017 in supersession of earlier Notification No. 177 - CRC / 2M - 57 / 2008 dated 17.07.2012.

Consequent upon these changes, there is a need to modify the existing provision of Bank Guarantee as provided vide clause no. 4 of Notification No. 52-CRC/2M-06/2014 dated 27.10.2014 to align these with new Defect Liability Period norms.

Now therefore the Governor is pleased to modify the clause no. 4 of Notification No. 52-CRC/2M-06/2014 dated 27.10.2014.

Please read	In place of
<p>The Bank Guarantee, now pledged in the form of Security Deposit will be released to the contractor in the following manner, if not forfeited under conditions of contract -</p> <p>(a) For work with three months Defect Liability Period: i. Full amount shall be refunded to the contractor on expiry of three months from the actual date of completion of the work.</p> <p>(b) For work with one year Defect Liability Period: i. Full amount shall be refunded to the contractor on expiry of one year from the actual date of completion of the work.</p> <p>(c) For work with three years Defect Liability Period: i. 30% of the same 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 same shall be refunded to the contractor on expiry of three years from the actual date of completion of the work;</p> <p>(d) For work with five years Defect Liability Period: i. No amount shall be refunded to the contractor for first 3 years from the actual date of completion of the work; ii. 30% of the same 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 same shall be refunded to the contractor on expiry of five years from the actual date of completion of the work;</p>	<p>The Bank Guarantee, now pledged in the form of Security Deposit will be released to the contractor in the following manner, if not forfeited under conditions of contract -</p> <p>i. 30% of the same after expiry of 1 (one) year from the date of issuance of completion certificate of work.</p> <p>ii. Further 30% of the same after expiry of 2 (Two) years from the date of issuance of completion certificate of work.</p> <p>iii. The balance 40% of the same after expiry of 3 (Three) years from the date of issuance of completion certificate of work.</p>

The remaining portion of the Notification No. 52-CRC/2M-06/2014 dated 27.10.2014 shall be unaltered.

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.

All concerned are being informed.

By order of the Governor

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

No. 5951/1(14) - PW/L&A/2M-175/2017

Dated:02.11.2017

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

No. 5951/2(1) - PW/L&A/2M-175/2017

Dated:02.11.2017

Copy forwarded for information to :-

1. The Senior P.S. to the Hon'ble Minister - in - Charge, Public Works Department, Government of West Bengal.


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

No. 5951/3(200) - PW/L&A/2M-175/2017

Dated: 02.11.2017

Copy forwarded for information and necessary action to :-

1. The Chief Engineer, -----(All), P.W. Directorate / P.W.(Roads) Directorate / Social Sector, P.W. Directorate / Electrical, P.W. Directorate.
2. The Superintending Engineer,----- (All), P.W. Directorate / P.W.(Roads) Directorate / Social Sector, P.W. Directorate / Electrical, P.W. Directorate.
3. The Chief General Manager, West Bengal Highway Development Corporation, HRBC Bhaban, Munshi Premchand Sarani, Kolkata - 700021.
4. The Executive Engineer,----- (All), P.W. Directorate / P.W.(Roads) Directorate / Social Sector, P.W. Directorate / Electrical, P.W. Directorate.
- ✓ 5. The Executive Engineer, Kolkata IT Division, P.W. Directorate.
He is requested to upload the Notification in PWD website.


Joint Secretary (Roads),
Public Works Department

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-A/PW/O/10C-02/14 dated 24.04.2014	Amended Rule under Rule 226(1) of PWD Code, Volume-1
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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 N.I.T.:- ‘The intending tenderers minimum value of 30% of the estimated amount put to shall have to produce credentials tender during 5(five) years prior to the date of issue of of similar nature of work valuing the tender notice; or, Intending tenderers should produce minimum 40% of the estimated credentials of one single running work of similar nature amount put to tender.’ which has been completed to the extent of 80% or more and value of which is not less than the desired value at (i) above; In case of running works; only those tenderers who will submit the certificate of satisfactory running work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the

tender. In the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the 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 minimum value of 25% of the estimated amount put to

b) In respect of 2nd call of tender during 5(five) years prior to the date of issue of N.I.T.: - 'The intending tenderers shall have to produce credentials of one single running work of similar nature of similar nature of work valuing which has been completed to the extent of 75% or more minimum 30% of the estimated and value of which is not less than the desired value at amount put to tender.'

(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 produce credentials of one single running work of N.I.T.: - 'The intending tenderers shall have to produce credentials 70% or more and value of which is not less than the of similar nature of work valuing desired value at (i) above; In case of running works, only minimum 20% of the estimated 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,

<i>Sd/-</i>	<i>INDEVAR</i>		<i>PANDEY</i>
Principal	Secretary	to	the
Govt.	of	West	Bengal
<u>Public Works Department.</u>			

No. 03-A-PW dated 12.03.2015, Source

GOVERNMENT OF WEST BENGAL
Finance Department
Audit Branch, Group T
(File No:- 329975)

No: 796 - F(Y)

Date: 25.02.2022

Memorandum

Sub:- Extending the benefit of reduced Performance Security/Security Deposit of 3% as per FD Memo No. 201-F(Y) dated 18.01.2021 upto 31.03.2023

Government of India, Ministry of Finance, vide OM No. F.9/4/2020-PPD dated 12.11.2020, reduced the rate of Performance Security for all existing contracts as well for all tenders/contracts issued/concluded till 31.12.2021 from 5-10% to 3% of the value of the contract.

State Government accordingly issued order vide Finance Department Memo No. 201-F(Y) dated 18.01.2021 to extend the benefit of reduced Performance Security/ Security Deposit @ 3% of the value of the contract to all existing contracts as well for all tenders/contracts issued/concluded till 31.12.2021. Contracts under disputes where in arbitration or court proceedings had been started or were being contemplated, were kept out of the ambit of this benefit of reduced Performance Security.

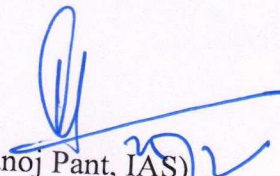
Government of India, Ministry of Finance, vide OM No. F.9/4/2020-PPD dated 30.12.2021, has decided to extend the validity of its earlier OM dated 12.11.2020 regarding reduction of Performance Security, till 31.03.2023.

In view of the above, it is decided that, the validity of Finance Department Memo No. 201 - F(Y) dated 18.01.2021 for allowing the benefit of reduction of Performance Security / Security Deposit to 3% shall be extended to 31.03.2023. Thus, Performance Security / Security Deposit for all tenders/contracts, issued/concluded till 31.03.2023, will be 3% of the value of the contract.

All other provisions of Finance Department Memo No. 201 - F(Y) dated 18.01.2021 will remain unaltered.

However, for cases, where more than 3% Performance Security / Security Deposit have already been received during the interim period from 01.01.2022 to the date of issuance of this order, excess amount so received may be refunded to the bidder/s.

This order will take immediate effect.


(Manoj Pant, IAS)
Principal Secretary to the
Government of West Bengal

Copy forwarded for information and necessary action to:

1. Principal Accountant General (A&E), West Bengal, Treasury Buildings, 2, Government Place West, Kolkata – 700001.
2. Principal Accountant General (Audit), West Bengal, Treasury Buildings, 2, Government Place West, Kolkata – 700001.
3. Accountant General (Receipt Works & Local Bodies Audit), West Bengal, CGO Complex, 3rd MSO Building, 5th Floor, Block DF, Sector I, Salt Lake, Kolkata – 700064.
4. Additional Chief Secretary / Principal Secretary / Secretary, _____ Department.
5. Special Secretary/Additional Secretary/Commissioner/Joint Secretary/Deputy Secretary, Finance Department.
6. Financial Advisor, _____ Department.
7. Commissioner, _____ Division, _____
8. Director, _____
9. Director of Treasuries & Accounts, West Bengal, Mitra Building, 8, Lyons Range, 3rd Floor, Kolkata – 700001.
10. Pay & Accounts Officer, Kolkata Pay & Accounts Office-I, 81/2/2, Phears Lane, Kolkata – 700012.
11. Pay & Accounts Officer, Kolkata Pay & Accounts Office-II, P-1, Hyde Lane, Kolkata – 700073.
12. Pay & Accounts Officer, Kolkata Pay & Accounts Office-III, Suvanna, SGO Complex, Sector I, Bidhannagar, Kolkata – 700064.
13. District Magistrate / District Judge / Commissioner of Police / Superintendent of Police _____
14. Sub-Divisional Officer, _____
15. Treasury Officer, _____
16. Block Development Officer, _____
17. Sri Sumit Mitra, Network Administrator, Finance (Budget) Department. He is requested to upload copy of this order in the website of Finance Department.



Deputy Secretary to the
Government of West Bengal