



Government of West Bengal
Department of Urban Development & M A
Office of Executive Engineer
Bidhannagar Municipal Services Division
Nirman Bhawan, Salt Lake, Kolkata – 700091

Memo No:- 1583

Dated: 12.10.2023

'NOTICE INVITING TENDER'

eNIT No- WBUD&MA/BMS/NIT-31(e)/2023-24 of Executive Engineer/Bidhannagar Municipal Services Division.

Online Tenders are invited by the undersigned on behalf of the Governor of West Bengal for the works mentioned in the list below through electronic tendering (e-Tendering) from eligible and resourceful **contractors having sufficient similar credentials and financial capability for execution of works** as mentioned below.

Intending bidders desire to participate in the tender are to log on to the website <https://wbtenders.gov.in> to apply and click on to the “e-procurement” link provided. They may also visit the website <http://www.wburbanservices.gov.in/> (the web portal of the Urban Development and Municipal Affairs Department) for the details. Bidders willing to take part in the process of e-Tendering are required to obtain Digital Signature Certificate (DSC) from any authorized Certifying Authority (CA) under CCA, Government of India (viz. NIC, nCode Solution, Safescrypt, e-Mudhra, TCS, MTNL, IDRBT). DSC is given as a USB e-Token. After obtaining the Class 2 or Class 3 Digital Signature Certificate (DSC) from the approved CA they are required to register the fact of possessing the Digital Signature Certificates through the registration system available in the website. Tenders are to be submitted online and intending bidders are to download the tender documents from the website stated above, directly with the help of the e-Token provided. This is the only mode of collection of tender documents. Details of procedure for submission of Bid are given under “General terms and conditions and information”. Intending bidders may contact the office of the tender notice inviting authority for any clarification between office hours on any working day.

The intending bidder must read the terms and conditions of the NIT carefully. He should particularly go through the eligibility criteria required and satisfy himself of the requirements for eligibility. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.

All information posted on the website consisting of NIT and related documents, Form 2911(ii), BOQ Corrigendum, Addendum etc. and Drawings, if any, shall form part of the tender document.

<i>Sl. No</i>	<i>Name of the Works</i>	<i>Amount put to tender(Rs.)including all Taxes and Labour Welfare Cess as applicable</i>	<i>Earnest Money (Rs.)</i>	<i>Completion time(days)</i>
1	<i>"Urgent special repairing and maintenance work to Children's Park and Play Ground Pujio Mondap and attached community hall and some other out work side work at Srabani Abasan of Salt Lake Drainage Sub Division under B.M.S Division, Salt Lake, Kolkata:700091"</i>	3,30,669.81	6,613.00	45

General Terms & Conditions and Information

1. Pre Qualification for participation:-

Credential:-

- (i) Intending Bidder should produce credentials of similar nature of work of the minimum value of **40%** of the amount put to tender during 5(five) years prior to the date of issue of this tender notice;
or,
- (ii) Intending Bidder should produce credentials of 2(two) similar nature of work, each of the minimum value of **30%** of the amount put to tender during 5(five) years prior to the date of issue of the tender notice;
or,
- (iii) Intending Bidder 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
- (iv) In case of running works, only those Bidder 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 agency. i.e. the Bidder.

2. A) Referral for credentials: Memo No.04-A/PW/O/10C-02/14, Dated:18.03.2015 of Government of West Bengal, Public Works Department, Accounts Branch, Nabanna, Howrah, for amended Rule under Rule 226 (1) of PWD Code, Volume-I is applicable in respect of credential.

3. Submission of Tenders:-

3.1. General process of submission.

Tenders are to be submitted online through the website stated above. All the documents uploaded by the Tender Inviting Authority form an integral part of the contract. Bidder are required to upload all the tender documents along with the other documents, as asked for in the tender, through the above website within the stipulated date and time as given in the Tender. Tenders are to be submitted in two folders at a time for each work, one is Technical Proposal and the other is Financial Proposal. The Bidder shall carefully go through the documents and prepare the required documents and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid. He needs to fill up the rates of items / percentage in the BOQ, downloaded for the work, in the designated Cell and upload the same in designated location of Financial Bid. The documents uploaded are virus scanned and digitally signed using the Digital Signature Certificate (DSC). Bidders should specially take note of all the addendum / corrigendum related to the tender and upload the latest documents as part of the tender.

3.2. Technical Proposal:-

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

A. Technical File (Statutory Cover) containing

- i. **Application for Tender (Form – 1, to be submitted in “Forms” folder).**
- ii. **Declaration of not having common interest in the same serial (vide Form-2) (to be Submitted in “Forms” folder).**
- iii. **Tender Form No. 2911 (ii) (to be submitted in “Form-2911” folder).**
- iv. **Notice Inviting Tender (NIT) to be submitted in “NIT” folder).**
- v. **Credential certificates along with BoQ of work to be submitted in “Credential” folder.**
- vi. **Earnest Money Deposit (EMD)**
 - a. **The 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.**
 - b. **No adjustment of any sort of above mentioned Earnest Money previously deposited for other works will be considered. Tender without the specified earnest money will be treated as informal.**

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

B. My Document (Non-Statutory Cover) containing

i. Certificates:

1. Trade license,
2. Professional Tax (PT) submission Challan,
3. PAN card details,
4. IT return certificate latest
5. Valid 15-digit Goods and Services Taxpayer Identification Number (GSTIN) certificate.
6. ESI, EPF registration certificates along with last payment receipt should be uploaded.

) Credentials (Satisfactory completion certificates along with BoQ of work) and payment certificate for similar nature of works.

ii. Company Details

1. Registered Deed for Partnership Firm / Consortiums from Registrar of Assurances having office at Todi Mansion, Kolkata. Mere application for registration will not be considered. However, in cases where the applicant is yet to receive registration certificate from Todi Mansion, the applicant is to submit an affidavit in Non-Judicial Stamp Paper along with the application pledging that “*the registration certificate of the Consortium / Partnership Firm*” would be submitted to the Tender Inviting Authority before making agreement with the Tender Accepting Authority in case he is found lowest.” In case of inordinate delay in submitting the document, his bid is liable to be rejected and his EMD deposited will stand forfeited to Government. Any change in the constituents of the Consortium / Partnership Firm should also be registered from the Office at Todi Mansion, Kolkata, prior to the date of application of tender otherwise his application will be rejected.

Note: An affidavit regarding authorized user of DSC for Consortiums and a declaration regarding such authorization for Limited Companies is to be submitted.

2. Trade License for Proprietorship Firms.
3. Memorandum of Articles for Limited Companies.
4. Society Registration and Bye-Laws for Cooperative Societies.

iii. Credential :-

Bill of Quantities (BoQs) in support to be submitted under Statutory Cover above.

Bidders are to submit Completion Certificates of 100% completed work(s) issued by the competent authority which should be supported by the Bill of Quantities (BOQs) for the said completed work).

iv. Addenda / Corrigenda: If published.

Note : Contractors are to keep track of all the Addendum / Corrigendum issued with a particular tender and upload all the above digitally signed along with the NIT. Tenders submitted without the Addendum / Corrigendum will be treated as informal and liable to be rejected.

v. Others: Any other documents found necessary.

Note: Failure of submission of any one of the above mentioned documents will render the tender liable to summarily rejection.

3.3. Financial Proposal:-

The Financial Proposal should contain the following document in one cover (**Folder-‘BoQ’**)

i. 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*).

ii. Additional Performance security shall be equal to 10% of the tendered amount to be deposited by successful bidder if the quoted rate happens to fall more than 20% from BOQ. (Annexure-II to be followed.)

ii. Modalities regarding receiving performance Bank Guarantee:-G.O. No. 2691-F(Y) Dated 2nd May 2017 is to be followed.

3.4. Submission of original copies of documents of Earnest Money Deposit:-

No submission of hard copies is required. Only EMD receipt (soft copies) should be uploaded in the respective folder.

4. Wages of labour & enhancement of tender rate.

The minimum rates of wages & variable dearness allowance if any both constitute the minimum rates of wages and shall be enforceable under the Minimum Wages Act 1948. In no circumstances the tendered rate will be enhanced after acceptance of the tender.

5. Completion Certificate:

- i.** Completion Certificates for fully (100%) completed works during the current year and last five financial years will only be accepted. Certificates issued for partly completed works will not be considered.
- ii** Credential Certificates should clearly show the Name, Address, Contact No. of the office and Name, Designation of the officer issuing the work credential along with the Name of work and Amount put to tender. Illegible certificates having incomplete information may be rejected.
- iii.** Completion Certificate of Works executed in other Departments of State Government or organizations, like Public Works & Public Works (Roads) Department, Irrigation & Waterways Deptt., UDMA Deptt., Public Health Engineering Department, Sundarban Affairs Department and various other State Government Departments, Zilla Parishads, West Bengal Housing Infrastructure Development Corporation Limited (WBHIDCO), West Bengal State Electricity Distribution Company Limited (WBSEDCL), Kolkata Metropolitan Development Authority (KMDA), Kolkata Metropolitan Water Sanitation Authority (KMW&SA), Kolkata Municipal

Corporation (KMC), Hooghly River Bridge Commissioner (HRBC), Engineering Departments of Central Government and Organizations like Farakka Barrage Project (FBP) Authority, Railways, Kolkata Port Trust (KoPT), IMS may also be considered. Such Completion Certificates are to be issued by an officer not below the rank of Executive Engineer / Divisional Engineer / District Engineer / Project Manager of the other State / Central Government Departments / Organizations may be accepted. Such certificates are further to be countersigned by immediate superior authority of the Issuing authority for all cases other than direct State / Central Government Departments and Railways.

6. Penalty for suppression, taxes & duties, site inspection & conditional and incomplete tender.

6.1. Penalty for suppression / distortion of facts.

If any Bidders fails to produce the original hard copies of the documents (especially Completion Certificates and audited Balance Sheets), or any other documents on demand of the Tender Evaluation Committee within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression, the Tender Evaluation Committee upon suggesting suitable punitive measures will bring the matter to the notice of the Special Engineer concerned immediately and the Bidders may be suspended from participating in the tenders on e-Tender platform of Urban Development Department(SLRDC) as per approval of the Special Engineer for a maximum period 3 (Three) years. In addition, his Earnest Money Deposit will stand forfeited to Government. The concerned Chief Engineer will issue the necessary orders under intimation to the other Chief Engineers, e-Tendering Cell and also the Department. Copy of such Order should also invariably be communicated to the Nodal Officer, e-Governance of this Department with a request to upload the same in the Departmental website.

6.2. Taxes & duties to be borne by the Contractor

Income Tax, GST, Royalty, Construction Workers' Welfare Cess and similar other statutory tax/ levy/ cess as would be in force from time to time will have to be borne by the contractor and the rate should be quoted accordingly after consideration of all these charges. Service Tax, if applicable would be reimbursed subsequently.

6.3. Site inspection before submission of tender

Before submitting any tender, the intending Bidders should make themselves acquainted thoroughly with the local conditions prevailing at site by actual inspection of the site and taking into consideration all factors and difficulties likely to be involved in the execution of work in all respect including transportation of materials, communication facilities, climate conditions, nature of soil, availability of local labour and market rate prevailing in the locality etc. and no claim, whatsoever, will be entertained on these account afterwards. In this connection intending tenders may contact the office of the Executive Engineer, as per schedule under clause 13 of Tender Form No 2911(ii).

6.4. Conditional and incomplete tender

Conditional and incomplete tenders are liable to summary rejection.

7. Opening and evaluation of tender.

7.1. Opening of Technical Proposal

- i. Technical proposals will be opened by the Tender Inviting Authority or his authorized representative electronically from the website stated above, using their Digital Signature Certificate.
- ii. Intending Bidders may remain present if they so desire.
- iii. Cover (Folder) for Statutory Documents (vide Clause 3.2A) will be opened first and if found in order, Cover (Folder) for Non-Statutory Documents (vide Clause 3.2B) will be opened. If there is any deficiency in the Statutory Documents, the tender will summarily be rejected.
- iv. Decrypted (transformed into readable formats) documents of the Non-statutory Cover will be downloaded, and handed over to the Tender Evaluation Committee.

7.2. Tender Evaluation Committee (TEC)

As per existing rule.

7.3. Uploading of summary list of technically qualified bidders (1st round) :

- i. Pursuant to scrutiny and decision of the Technical Evaluation Committee (TEC), the summary list of eligible Bidders for the work whose Technical & Financial Proposals will be considered will be uploaded in the web portals.
- ii. While evaluation, the committee may summon of the Bidders and seek clarification/ information or additional documents or original hard copy of any of the documents already submitted and if these cannot be produced within the stipulated time frame, their proposals will be liable for rejection.

7.4. Opening and evaluation of Financial Proposal

- i. Financial proposals of the Bidders declared technically eligible by the Tender Evaluation Committee will be opened electronically by the Tender Inviting Authority from the web portal stated above on the prescribed date.
- ii. The encrypted copies will be decrypted and the rates will be read out to the contractors remaining present at that time.
- iii. After opening of the financial proposal the preliminary summary result containing inter-alia, name of contractors and the rates quoted by them will be uploaded.
- iv. If the Tender Accepting Authority is satisfied that the rate obtained is fair and reasonable and there is no scope of further lowering down of rate, he may after having the comparative statement test checked by the Divisional Accountant / Divisional Accounts Officer attached to the office of the concerned Executive Engineer, instruct the Tender Inviting Authority to upload the final summary result containing the name of contractors and the rates quoted by them against each work after acceptance of the rate.
- v. However, if there is any scope for lowering down of rates in the opinion of the Tender Accepting Authority, all the Bidders will be notified through the website to attend sealed bids to be followed by open bids to be held at the office of the Tender Accepting Authority in his presence at prescribed date and time, which will be done offline, i.e. as manually, as per present procedure.
- vi. After holding such bids, final result after acceptance of the rate by the Tender Accepting Authority would have to be uploaded in the web portal.
- vii. The Tender Accepting Authority may ask any of the bidders to **submit analysis of rates** to justify the rate quoted by that Bidder.

8. Bid validity:-

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

9. Acceptance of Tender:-

Lowest valid rate should normally be accepted subject to accordance of FS from the appropriate authority. However, the Tender Accepting Authority does not bind himself to do so and reserve the right to reject any or all the tenders, for valid reasons and also reserves the right to distribute the work amongst more than one Bidder.

9.1. Execution of Formal tender after acceptance of tender

The Bidders, whose tender is approved for acceptance, shall within 7 (Seven) days of the receipt of Letter of Acceptance to him, will have to execute 'Formal Agreement' with the Tender Accepting Authority in duplicate copies of W.B.F. No. 2911 (ii) which may be purchased on cash payment from the office of the Executive Engineer concerned with the work .

9.2. Return of Earnest Money of the unsuccessful Tenders(s):-

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 bidder 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.

10. Payment:-

The payment of RA as well as final bill for any work will be made according to the availability of fund, subject to fulfillment of all modalities and approval from the appropriate authority. No claim to delay in payment for non-availability of fund will be entertained.

11. Withdrawal of Tender:-

If any Bidder 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 & EMD will be forfeited by the Government and the bidder/contractor penalized in terms of provisions in the notice of the tender.** All cases in which the Tender Accepting Authority has reason to doubt the bonafide of such withdrawal should be reported to the Competent Authority in all details for issuance of such disqualification orders by the competent authority under intimation to the e-Tendering Cell and also this

Department. Copy of such Order should invariably be communicated to the Nodal Officer, e-Tender of this Department with a request to upload the same in the Departmental website.

12. Schedule of Dates for eTendering :-

Sl. No.	Activity	Date & Time
1	Publishing Date	30/10/2023 at 11:00 Hrs.
2	Document Download start date	02/11/2023 at 11:00 Hrs.
3	Bid submission start date	02/11/2023 at 11:00 Hrs.
4	Document Download end date	07/11/2023 at 11:00 Hrs.
5	Bid submission end date	07/11/2023 at 11:00 Hrs.
6	Technical Bid opening date	10/11/2023 after 11:00 Hrs.
7	Financial Bid opening date	To be Notified later through the e-procurement portal

13. Participants/Agencies whose performance is unsatisfactory during last five years in connection with any work executed under Salt Lake Projects shall not be considered for Technical Evaluation.

14. 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-417; Dated 22.08.2017) & No: 5784-PW/L&A/2M-175/2017 Dated: 12.09.2017 of PWD Govt. of West Bengal.

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

Clause 17. – If the contractor or his work men 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 here of shall be re fundable 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 re funded 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.

2. Additional terms and conditions:-


- 1) The Executive Engineer of the 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.
- 2) 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.
- 3) *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.*
- 4) No mobilization / secured advance will be allowed unless specified otherwise
- 5) 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 supply mazdoors, bamboos, ropes, pegs, flags etc. for laying out the work and for taking and checking measurements for which no extra payment will be made.
- 6) A machine page numbered Site Order Book (with triplicate copy) will have to be maintained at site office by the contractor and the same has got to be received 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.
- 7) 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
- 8) 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.
- 9) The contractor will have to maintain qualified technical employees having diploma/degree in civil engineering.
- 10) 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 any supplementary works, prior approval of the Superintending Engineer / Chief Engineer would be required depending on whoever be the Tender Accepting Authority.
- 11) 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.

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- 12) 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.
- 13) 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 up 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 Junior Engineer, if so authorized by the Engineer in charge or the Sub-Divisional Officer/Assistant Engineer may do this inspection in respect of minor works and issue order regarding the latter item.
- 14) In case of fore 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.
- 15) The contractor shall have to arrange at his own cost, the 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.
- 16) Departmental materials such as cement, steel, etc. will not be issued to the agency. The agency should submit the authenticated challan of the materials with the Invoices from the Distributors/Dealers approved by the Principal manufacturers and Test certificates from the organization as approved by the Engineer-in-Charge.
- 17) Detail Organizational structure, manpower, resources, Technical staffs with their expertise and experience should be submitted by the Agency at the time of application.
- 18) The Contractor shall also abide by the provision of the child labour (Prohibition & Regulation Act, 1986). No labour below the specified age (As per G.O.) shall be employed for the work.
- 19) Cess @ 1% (One Percent) of the cost of construction works will be deducted from the bills of the contractors on all contracts awarded on or after 01.11.2006 in pursuance with G.O. No. 599A/4M-28/06 dated 27.09.2006. Successful Bidders will be required to obtain valid Registration Certificate & Labour License from respective Regional Labour Offices where construction work by them are proposed to be carried out as per Clauses u/s 7 of West Bengal Building & other Construction Works' Act, 1996 and u/s 12 of Contract Labour Act.
- 20) The Contractor shall have to make his own arrangement for palatable Water, both for the work and use by his workers, for all tools and plants etc. required for the work.
- 21) Steel materials procure and supply by the Agency shall be of TOR steel rod/11YSD/TMT bar of Fe415/Fe500/Fe550/550D grade (The grade shall be decided by the EIC or as per instruction reflect on the approved drawing of this department or as stipulated in the SOR of PWD or as mentioned).
- 22) Cement procure by the Agency shall be of Ordinary Portland Cement of 53 grade, 43 Grade conforming IS-8112 or PPC/PSC (The grade to be decided by the EIC or as per instruction reflect on the approved drawing of this department or as stipulated in the SOR of PWD or as mentioned).
- 23) Facilities for the Electric connection will be made by this Department against an application to the concerned Executive Engineer but the contractors have to bear all the expenses. Whenever a work is carried out in municipal area, electric lights or electric danger signals whenever available shall be provided by the contractors on the barriers as well as paraffin lights.
- 24) *Bank Solvency certificate/Credit Limit certificate from a schedule bank needs to be enclosed, clearly mentioning the Name of the work (along with Tender Id/No), intending to apply.*
- 25) Copies of IT (last five FYs), P.T. clearance certificates, GSTIN Registration No, issued by the Competent Authority and Rules framed there under etc. should be furnished along with the applications.
- 26) Cost of damaged and / or dismantled materials is deductible as per standing order.
- 27) *Intending Bidders shall have to comply / apply for Employees Provident Fund & Miscellaneous Provisions Act 1952 and Employees State Insurance Act 1948.*
- 28) Bidders, 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)
As per Order No.45-W(CY/1M-23/15 ; dt-13/02/2015 of PWD(Govt of West Bengal)
- 29) a) If not otherwise specified, overall stipulated period for completion of maintenance and repairing work against complaint for individual all ready occupied quarters for civil as well as sanitary plumbing works is maximum up to 7 (seven) days from the date of intimation obtained to start M/R work of that particular work. In case of any complain of negligence against the agency related to execution of that particular work, found valid after verification, Beyond that specified period as mentioned above, an amount @ [(Total contractual amount/Stipulated period of completion as per contract in days) x 1.5 times] per day of delay of such completion for such particular work will be deducted from the bill of the agency as penalty for such negligence and further the Department may terminate the contractual agreement for such poor performance of the agency.
b) If not otherwise specified, overall stipulated period for completion of maintenance and repairing work against complaint for individual vacant quarters for civil as well as sanitary plumbing works is maximum up to 15 (fifteen) days from the date of intimation obtained to start M/R work of that particular work. In case of any complain of negligence against the agency related to execution of that particular work, found valid after verification, Beyond that specified period as mentioned above, an amount @ [(Total contractual amount/Stipulated period of completion as per contract in days) x 1.5 times] per day of delay of such completion for such particular work will be deducted from the bill of the agency as penalty for such negligence and further the Department may terminate the contractual agreement for such poor performance of the agency.
- 30) *Recovery of unserviceable materials would be realized from the final bill of the agency as per rate approved by the competent authority.*
- 31) *All the disputes arising from the provisions of the said Tender agreement come under the jurisdiction of the Calcutta High court or any other competent court as the case may be.*


Executive Engineer

Bidhannagar Municipal Services Division


21/10/23

Memo No: 1583/1 (11)

Dated: 12/10/2023

Copy forwarded for information & necessary action to:-

- 1) The Administrator, Bidhanagar, Nirman Bhawan, 3rd floor, Salt Lake, Kolkata-700091
- 2) The Additional Secretary, Department of U D & M A, Govt. of West Bengal, Nagarayan, Salt Lake, Kolkata-700064.
- 3) **The Joint Secretary IT/e-Gov cell, Nagarayan, Urban Development Department, DE-8, Sector-I of Salt Lake City with request to upload the notice in the Department website www.wburbnservices.gov.in.gov.in**
- 4) The Special Engineer, Salt Lake Reclamation & Development Circle, Nirman Bhawan, Salt Lake, Kolkata- 91.
- 5) The Executive Engineer, Salt Lake Construction Division, Nirman Bhawan, Salt Lake, Kolkata- 700 091.
- 6) The Executive Engineer, Salt Lake Reclamation Division, Nirman Bhawan, Salt Lake, Kolkata- 700 091.
- 7) The Executive Engineer, Central Mechanical Division, Nirman Bhawan, Salt Lake, Kolkata- 700 091.
- 8) The SDO/ Salt Lake Drainage Sub-Division, Nirman Bhawan
- 9) The SDO/ Salt Lake Roads Sub-Division, Nirman Bhawan
- 10) The Estimating Sec., Bidhannagar Municipal services Division
- 11) Accounts branch, Bidhannagar Municipal services Division


Executive Engineer

Bidhannagar Municipal Services Division

By 12/10/23

Annexure- II

FORMAT OF THE BANK GUARANTEE FOR ADDITIONAL PERFORMANCE
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 '**ADDITIONAL PERFORMANCE 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, upto 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 there under 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 upto the time of completion of the work under the stated contract 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.

FORM - 1

APPLICATION FOR TENDER

To,
The Executive Engineer,
Bidhannagar Municipal Services Division,
Department of Urban Development & Municipal Affairs,
1st Floor, Nirman Bhawan, Salt Lake , Kol-91.

Notice Inviting Tender No: WBUD&MA/BMS/NIT-31(e)/2023-24 of Executive Engineer/Bidhannagar Municipal Services Division.

Serial No:-

Amount put to tender: Rs :- _____

Dear Sir,

Having examined the Statutory, Non-statutory & NIT documents, I/We hereby like to state that I/We willfully accept all your conditions and offer to execute the works as per **Tender No.** _____ **and Serial No.** **** stated here. 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 _____ 2023

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 _____

Date:

Signature of the bidder

With seal stamp

FORM – 2

Declaration against Common Interest

(To be typed in Company's Letter Pad, notarized, scanned and uploaded)

I / We Sri / Smt. _____ , the authorized signatory on behalf of _____ do hereby affirm that I / We / any of the member of _____ bidding against NIT No. WBUD&MA/BMS/NIT-31(e)/2023-24 of Executive Engineer/Bidhannagar Municipal Services Division. **(Name of work) for SI No-** _____ do not have any common interest either as a partner or any Partnership Firm / Consortium as a Proprietor / Owner of any other firm in the same serial for the work I / We want to participate.

Date:

Signature of the bidder

**SECTION-B
Form-II
FINANCIAL STATEMENT (Notarized and UDIN verified)**

eNIT No- WBUD&MA/BMS/NIT-31(e)/2023-24 of Executive Engineer/Bidhannagar Municipal Services Division, Serial No-

NAME OF WORK: Name of the Work with Tender Id should be mentioned

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

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

Assessed Available bid capacity = **(A 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.(As per attached order of the Finance department; As per Order No.45-W(C)/1M-23/15 ; dt-13/02/2015 of PWD (Govt of West Bengal)

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.	Year-5; 2018-19	
2.	Year-4; 2019-20	
3.	Year-3; 2020-21	
4.	Year-2; 2021-22	
5.	Year-1; 2022-23	

- 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.	Year-5; 2018-19	1.20
2.	Year-4; 2019-20	1.15
3.	Year-3; 2020-21	1.10
4.	Year-2; 2021-22	1.05
5.	Year-1; 2022-23	1.00

- 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 Authorized Signatory

For and on behalf of
.....

(Name of the Applicant)

Name of the statutory Auditor's firm:

Seal of the audit firm :

(Signature, name and designation and

Membership No. of authorized signatory).

UDIN ref No should be mentioned along with system generated UDIN receipt (For this particular work)

(Signature of Chartered Accountant along with system generated UDIN and his membership No. should be given)

To calculate the value of "B"

3. A table containing value of all the existing commitments and no-going works to be completed during the next _____ years (prescribed time for completion of the works for which _____ Bids are invited) is as follows:

Sl. No.	Name of Work/ Project	Name of Employer	Percentage of Participation of Bidder in the project	Stipulated period of completion as per Agreement / LOA with the start date	Value of Contract as per Agreement / LOA (Rs.)	Value of work completed (Rs.)	Balance value of work to be completed (Rs.)	Anticipated date of completion	Financial liability to incurred for the said Work/ Project during the period of the subject contract (Rs.)
1	2	3	4	5	6	7	8	9	10

 Signature, name and designation of
 Authorised Signatory
 For and on/belief of
 (Name of the Applicant)

Signature, name and designation of Authorized Signatory

For and on behalf of

(Name of the Applicant)

Name of the statutory Auditor's firm:

Seal of the audit firm :

(Signature, name and designation and

Membership No. of authorized signatory).

UDIN ref No should be mentioned along with system generated UDIN receipt (For this particular work)

FORM – 3

Power of Attorney for signing of Contract/Tender Agreement

(To be notarized)

(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 ***** work proposed or being developed by the Governor of the State of West Bengal represented by the Executive Engineer, Bidhannagar Municipal services Division , UDMA Department, Government of West Bengal, 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 Apostle 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

(To be notarized)

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 the self declaration of the bidder)

Ref:- e-NIT No.,

e-Tender ID No.....

List of Work Sl. No.....

To,
Executive Engineer
Bidhannagar Municipal services Division
UDMA Department,

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 the UDMA Department, Government of West Bengal, other Departments of the 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 constituent
members/owners/partners would be liable to penal actions as decided by the Government under the law.

Dated this _____ day of _____ 20__

Full name of Bidder / Contractor: _____

Authorised Signatory: _____

In the capacity of: _____

Duly authorized to sign bid

for & on behalf of (Name of Firm): _____

(In block Capital letters or typed)

Office address with seal:

Telephone no(s) (office): _____

Mobile No: _____

Fax No: _____

E mail ID: _____

(SIGNATURE OF BIDDER)

**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
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.

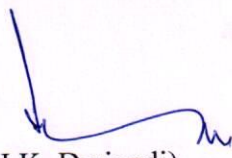
In tenders for Government works, bids are sometimes received at a much lower rate than the Estimated Amount put to tender. In such cases, to ensure the quality and proper execution of the work in public interest, the Governor is pleased to decide that Additional Performance Security @ 10% of the tendered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

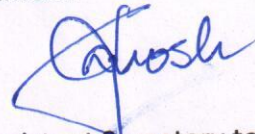
4. Henceforth, necessary provision shall be incorporated in all Notice Inviting Tenders and shall be part of the Contract Agreement.

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

Dated, 2nd May, 2017

MEMORANDUM

Sub : Modalities regarding Receiving Performance Bank Guarantee

Presently the system of online receipt of EMD for the offices of state Government are governed as per FD Memo No. 3975-F(Y) dated 28.07.16 read with FD Memo No. 5688-F(Y) dated 03.11.16 and other orders issued in this regard. However, it has come to the knowledge of the Finance Department that the State Government Offices are facing difficulties in receiving of Performance Bank Guarantee as there is no Bank Account of pure State Government Offices.

Under such circumstances the following provisions regarding the receipt and realizing of performance bank guarantee are hereby stipulated :

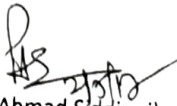
1. The following Account bearing No. 000605030134 opened at ICICI Bank, 22, RN Mukherjee Road Branch, Kolkata may be treated as the **Pooling Account** of the Performance Bank Guarantee of all pure State Government Offices (except PSUs / autonomous and Statutory Bodies, Local Bodies, etc.)

Account Details

Account Name	:	WB Govt Pooling A/C For Performance Guarantee
Account No	:	000605030134
IFSC Code	:	ICIC0000006
MICR Code	:	70229002
Branch Address	:	ICICI Bank, 22 R.N.Mukherjee Road, Kolkata-700001
ICICI Email ID	:	saptarshi.chandra@icicibank.com
ICICI Helpdesk No.	:	033-40267512 / 033-40267513

2. This account No. is to be provided by the state Govt. offices to the intending provider of Bank Guarantee so that guarantee provider bank may quote the same as "Beneficiary Bank Account" number etc. while issuing the Bank Guarantee to any pure State Government Offices.
3. The Account will be of non-operative nature and the amount realized and credited to the Account cannot be withdrawn or refunded by the State Government Office under any circumstances except as per the procedure stipulated at para 4 below.
4. The **Process of transfer of fund from the pooling A/c to the Government A/c** will be as follow :
 - i. On being informed of the release of the Bank Guarantee by the Guarantee provider Bank, the concerned State Government Office / Department shall collect the NEFT/RTGS/UTR No. from the Guarantee provider Bank by which the fund has been remitted to the pooling A/c and shall contact ICICI Bank to **verify** whether the fund has been duly credited in the said A/c.
 - ii. After getting **confirmation** the DDO of the concerned state government office shall generate a challan through GRIPS (in off-line mode) for credit of the Bank Guarantee amount to the appropriate revenue Head of the Department. The Challan shall have the following details :
 - A: **Name & Particulars of the Depositors**
 - B: **Detailed Head of Account**The DDO shall send the soft copy of the challan in PDF to the ICICI Bank by e-mail mentioning the NEFT/RTGS/UTR No. by which the fund has been credited to the Pooling Bank A/c.
 - iii. ICICI Bank shall, **within T+2 days**, transfer the money to the state government account through the GRIPS challan forwarded by the DDO. After successful payment, the ICICI bank will inform the same to the DDO of the concerned office by email.
 - iv. The concerned Office / Department should also monitor the ultimate credit of the money to Government Account through GRN status inquiry (menu available in GRIPS).

This order will take immediate effect.


(Parwez Ahmad Siddiqui)
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. _____ Department.
7. Commissioner, _____ Division, _____
_____.
8. Director, _____
_____.
9. Director of Treasuries & Accounts, West Bengal, Mitra Building, 8, Lyons Range, 3rd Floor, Kolkata – 700001.
10. District Magistrate / District Judge / Superintendent of Police, _____
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11. Sub-Divisional Officer, _____.
12. Block Development Officer, _____.
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14. Pay & Accounts Officer, Kolkata Pay & Accounts Office-II, P-1, Hyde Lane, Kolkata – 700073.
15. Pay & Accounts Officer, Kolkata Pay & Accounts Office-III, IB Market, 1st Floor, Block IB, Sector III, Salt Lake, Kolkata – 700106.
16. Treasury Officer, _____
_____.
17. Group _____ / _____ Branch, Finance Department.
18. Sri Sumit Mitra, Network Administrator, Finance (Budget) Department. He is requested to upload copy of this order in the website of Finance Department.

 02/05/17

Assistant Secretary to the
Government of West Bengal

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.

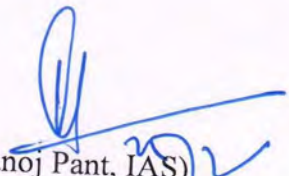
Government of India, Ministry of Finance, vide OM No. F.9/4/2020-PPD dated 30.12.2021, has decided to extend the validity of its earlier OM dated 12.11.2020 regarding reduction of Performance Security, till 31.03.2023.

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.
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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

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

No.04-A/PW/O/10C-02/14

Dated: 18.03.2015.

NOTIFICATION

WHEREAS, it has been observed that in most of the cases tenders are not being finalised in 1st call and even in 2nd call too due to non-availability of qualified tenderers on account of the extant credential policy as laid down in Rule 226(1) of PWD Code, Volume-I 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-I.

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-I 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(j) in the Kolkata Gazette dated 28.04.2014.

Amendments

Existing Rule 226(1) of PWD Code, Volume-I 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-I
a) In respect of 1 st call of N.I.T.:- 'The intending tenderers shall have to produce credentials of similar nature of work valuing minimum 40% of the estimated amount put to tender.'	1. For first call of NIT: i) Intending tenderers should produce credentials of a similar nature of completed 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 the tender notice; or, ii) Intending tenderers should produce credentials of 2(two) similar nature of completed 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 tenderers should produce credentials of one single running work of similar nature which has been completed to the extent of 80% or more and value of

	<p>which is not less than the desired value at (i) above;</p> <p>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.</p>
<p>b) In respect of 2nd call of N.I.T.:- 'The intending tenderers shall have to produce credentials of similar nature of work valuing minimum 30% of the estimated amount put to tender.'</p>	<p>2. For 2nd Call of NIT:</p> <ul style="list-style-type: none"> i) Intending tenderers should produce credentials of a similar nature of completed 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, ii) Intending tenderers should produce credentials of 2(two) similar nature of completed work, each of the minimum value of 25% of the estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice; or, iii) Intending tenderers should produce credentials of one single running work of similar nature which has been completed to the extent of 75% or more and value of which is not less than the desired value at (i) above; <p>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.</p>
<p>c) In respect of 3rd call of N.I.T.:- 'The intending tenderers shall have to produce credentials of similar nature of work valuing minimum 20% of the estimated amount put to tender.'</p>	<p>3. For 3rd call of NIT:</p> <ul style="list-style-type: none"> i) Intending tenderers should produce credentials of similar nature of completed work of the minimum value of 20% of the estimated amount put to tender during

	<p>5(five) years prior to the date of issue of the tender notice; or,</p> <p>ii) Intending tenderers should produce credentials of one single running work of similar nature which has been completed to the extent of 70% or more and value of which is not less than the desired value at (i) above;</p> <p>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.</p>
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4. Other terms and conditions of the credentials:-

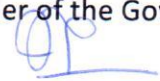
i) Payment certificate will not be treated as credential;

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 and in cancellation of this Department Notification No.03-A/PW/O/10C-02/14 dated: 12.03.2015.

All concerned are being informed.

By order of the Governor,


(INDEVAR PANDEY)


Principal Secretary to the Govt. of West Bengal,
Public Works Department.

No.101/1(150)-A/PW/O/10C-02/14

Dated: 18.03.2015

Copy forwarded for information and necessary action to:-

1. The Principal Accountant General (A&E), West Bengal.
2. The Finance Department, Group-'T'.
3. The Finance (Budget) Department.
4. The Additional Chief Secretary/ Principal Secretary/ Secretary,-----
Department. (all)
5. The Divisional Commissioner, Jalpaiguri/Burdwan/Presidency Division.
6. The District Magistrate, _____ (all districts).
7. The Engineer-in-Chief & Ex-Officio Secretary, PWD.
8. The Chief Engineer(All), P.W.Directorate /P.W.(Roads) Wing / Social Sector / Electrical, PWD.
9. The Superintending Engineer(All), P.W.Directorate /P.W.(Roads) Wing / Social Sector / Electrical,
PWD.
10. The Financial Adviser, PWD.
11. Technical Secretary, P.W.Department.
He is requested to take necessary steps to amend the PWD Code accordingly.
12. The Executive Engineer(All), P.W.Directorate /P.W.(Roads) Wing / Social Sector / Electrical, PWD.
13. The Executive Engineer, IT Division, PWD.
He is requested to upload the Notification in PWD website.



Joint Secretary,
Public Works Department.

No.101/2(4)-A/PW/O/10C-02/14

Dated: 18.03.2015.

Copy forwarded for information to:-

- 1) The Secretary to the Hon'ble Chief Minister, West Bengal.
- 2) The P.S. to Hon'ble M.I.C, Public Works Department.
- 3) The Senior P.S. to the Chief Secretary to the Government of West Bengal.
- 4) The Sr.Pr.S. to the Principal Secretary, PWD.


Joint Secretary,
Public Works Department.