



Government of West Bengal  
Urban Development Department  
Office of the Executive Engineer  
Central Mechanical Division  
Nirman Bhawan, Salt Lake, Kolkata-700091

### **Notice Inviting Quotation**

NIQ NO.:UD/e-NIQ/CMD/05/2016-17 OF EXECUTIVE ENGINEER , Central Mechanical Division

Memo No:661

Dated: 24.08.2016

Notice Inviting Quotation are invited by the Executive Engineer, Central Mechanical Division on behalf of the Governor of West Bengal for the works mentioned below, through electronic tendering (e-Tendering) from eligible **Manufacturer or resourceful contractors having OEM responsibility and Manufacturer authorization certificate & also E.S.I & P.F. Registration including sufficient credential and financial capability for execution of Electrical works of similar nature.**

Intending bidders desirous of participating in the tender are to log on to the website [www.wbtenders.gov.in](http://www.wbtenders.gov.in)

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.

NIQ are to be submitted online and intending bidders are to download the documents from the website stated above, directly with the help of the e-Token provided. This is the only mode of collection of documents. Details of submission procedure are given below under "General terms and conditions and information".

**Name of Work:-** Renovation of HT equipment in connection with Renovation of HT equipment of Nagaryan including civil work and introduction of ductable unit in the 1st floor of Nagaryan.

**Last date & time of submission of bids online is** 09.09.2016, 1200 Hrs

The intending bidder must read the terms and conditions of the NIQ 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 NIQ and related documents, Form 2911(ii), BOQ, Corrigendum etc. and Drawings, if any, shall form part of the tender document.

## **General Terms & Conditions and Information**

### **1. (A) Eligibility for participation**

**Manufacturer or resourceful contractors having OEM responsibility and Manufacturer's authorization certificate & also E.S.I & P.F. Registration including sufficient credential and financial capability for execution of electrical works of similar nature.**

Firm should holder of electrical HT workman & supervisory licence and registered with the State Government and contractors of equivalent Grade / Class registered with Central Government / MES / Railways for execution of similar works having credential of 50% in last five years ( Described elaborately ) are eligible to participate, depending on the criteria as detailed below. Joint venture firms are not eligible to participate.

**Note:** *In case of consortiums, maximum number of constituents shall be restricted to 5 (five) and each constituent must have at least some credential and also at least 10% turnover in contracting business. Individual constituent of a consortium cannot be another consortium.*

### **2. SCOPE OF WORK:**

The scope of the work is Renovation of HT equipment i.e replacement of existing HT panel with 3-panel VCB , and SITC of additional 250 KVA Transformers with allied LT panel Equipment in Nagaryan at Salt Lake.

INTENDING PARTICIPANTS ARE REQUESTED VISIT THE SITE ON ANY WORKING DAYS PRIOR TO SUBMITTING BID BY CONTACTING EXECUTIVE ENGINEER, CENTRAL MECHANICAL DIVISION, NIRMAN BHAVAN (1<sup>ST</sup>. FLOOR), SALT LAKE, KOLKATA- 700 091 (PHONE NO. 033-2337-0318).

Please note that the total schedule will be considered a single work. Hence lowest in total rate offered will be considered as L1 offer.

### **3. Submission of NIQ**

#### **3.1 General process of submission**

Participants are to be submitted online through the website stated above. All the documents uploaded by the NIQ Inviting Authority form an integral part of the contract. Participants are required to upload all the documents along with the other documents, as asked for in the NIQ, through the above website within the stipulated date and time as given in the EOI. Participants are to be submitted in two folders for the work, First one Technical Proposal. Qualified participants only can fill up the second proposal i.e. Financial Proposal. The Participant 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 individually 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). Participants should specially take note of all the addendum / corrigendum related to the NIQ and upload the latest documents as part of the NIQ.

#### **3.2 Technical Proposal**

The Technical Proposal should contain scanned copies and/or declarations in the following standardised formats in two covers (folders).All bidders are requested to attend the pre-bid meeting to be held at the chamber of the Special Engineer, SLR&D Circle, Nirman Bhavan 1<sup>st</sup> floor. Salt Lake Kolkata 70091 on 2<sup>nd</sup> Sep 2016 at 1130 hrs.

##### **A. Technical File (Statutory Cover) containing,**

- i. **E.S.I. P.F & HT Electrical Licence in PDF formatted to be submitted in "Licence" folder**
- ii. **OEM responsibility and Manufacturer authorization certificate to be submitted in "Authorisation & Tech" folder. Make, model no. and technical**

specification for major items( VCB, Transformer,) also to be uploaded in this folder. *The OEM certification should be done by an official not below the rank of regional head of the manufacturer for this region or country head of that company (for bidders of other regions) clearly mentioning the name, designation, e-mail ID, office phone number and address on manufacturing company's letterhead and official seal.*

iii. *Tender Form No.2911(ii) (to be submitted in "2911" folder)*

iv. *Notice Inviting Quotation (NIQ) (to be submitted in "NIT" folder)*

v. *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 NIQ. Bidders submitted without the Addendum / Corrigendum will be treated as informal and liable to be rejected.*

v. **Earnest Money Deposit (EMD)**

Scanned copy of Demand Draft (DD) / Banker's Cheque (BC) / Deposit at Call Receipts (DCR) of Rupees Seventy five thousand only or @2% of quoted amount whichever is more towards EMD, in favour of the Executive Engineer Central Mechanical Division payable at Kolkata. *(to be submitted in "Drafts" folder)*

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

**Authorization of manufacturer and responsibility of OEM for major items in BOQ of this tender must be uploaded within the stated folder otherwise bid will be rejected. All bidders have to attend the pre-bid meeting as stated above.**

**B. My Document (Non-Statutory Cover) containing,**

**i. Certificates**

1. Professional Tax (PT) submission Challan and PAN Card details. Application for such addressed to the competent authority may also be considered.
2. VAT Registration Certificate (Non production of the document will result in VAT deduction as per prevailing rules).

**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<sup>®</sup> for Consortiums and a declaration regarding such authorization for Limited Companies is to be submitted.*

2. Trade Licence 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) to be submitted under Statutory Cover above.

*(In cases, bidders submitting 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. **Others** :If any relevant document to be submitted felt by the bidder.

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

### 3.3 Financial Proposal

The financial proposal should contain the following document in one cover (Folder). Please note that financial proposal will be opened for those who are qualified in Technical proposal.

i. **Bill of Quantities (BoQ):**

The contractor is to quote the rate 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).*

### 4. Submission of Earnest Money Deposit

i. **Mode of Payment**

**Rupees Seventy five thousand only or @2% of quoted amount whichever is more** for Cost towards EMD must be Uploaded (scanned Copy) in the form of Bank Draft (BD), Bankers Cheque (BC) and Deposit Call receipts (DCR) of any scheduled Bank of India. Payment in any other form, e.g. NSC, KVP, etc. will not be accepted.

ii. **Place & Time of submission**

Physical submission of DD is not to be needed. EMD amount to be deposited in soft copy. The original hard copies of the DD / BC / DCR, towards cost of Earnest Money Deposit should be submitted in the Office of the Executive Engineer, Central Mechanical Division at Nirman Bhawan, 1<sup>st</sup> Floor, Salt Lake, Kolkata-700091 for **L1 bidder only** & the date will be notified after bid opening. This action has taken as per Memorandum issued by the Finance Deptt. Vide no1592-F(Y) dt 20.03.2014.

### 5.1 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. Completion Certificate of work executed in Irrigation & Waterways Department will be considered. Completion Certificate of works executed in other Departments of State Government or organizations, like Public Works & Public Works (Roads) Department, Public Health Engineering Department, Sundarban Affairs Department and various other State Government Departments, Zilla Parishads, West Bengal Housing Infra-structure Development Corporation Limited (WBHIDCO), West Bengal State Electricity Distribution Company Limited (WBSEDCL), Kolkata Metropolitan Development Authority (KMUDA), Kolkata Metropolitan Water Sanitation Authority (KMW&SA), Kolkata Municipal Corporation (KMC), Hooghly River Bridge Commissioner (HRBC), CPWD, Railway & other Engineering Departments of Central Government and Organizations like Farakka Barrage Project (FBP) Authority, Railways, Kolkata Port Trust (KoPT), and companies owned or managed by the State Government, i.e. Mackintosh Burn Ltd., Westinghouse Saxby Farmer Limited & Britannia Engineering Ltd. 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 / Organisations. 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.

## **5.2 PAYMENT TERMS:**

Payment will be made as per the availability of fund.

## **5.3 Conditional and incomplete tender**

Conditional and incomplete tenders are liable to summary rejection

## **5.4 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.

## **6. Opening and evaluation of tender:-**

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

- i. Technical proposals will be opened by the Tender Inviting Authority or his authorised representative electronically from the website stated above, using their Digital Signature Certificate.
- ii. Intending tenderers may remain present if they so desire.
- iii. Cover (Folder) for Statutory Documents (vide Clause 3.2.A) will be opened first and if found in order, Cover (Folder) for Non-statutory Documents (vide Clause 3.2.B) 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.

### **6.2 Uploading of summary list of technically qualified tenderers (1st round)**

- i. Pursuant to scrutiny and decision of the Technical Evaluation Committee (TEC), the summary list of eligible tenderers 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 tenderers 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 timeframe, their proposals will be liable for rejection.

### **6.3 Provision for appeal and its disposal**

- i. Intending tenderer not satisfied with the decision of the Tender Evaluation Committee (TEC) may prefer an appeal to the concerned Chief Engineer within two working days after the date of uploading of the summary list of the successful tenderers.
- ii. The Appellate Authority of the Urban Development Department (Salt Lake Project) will dispose such appeals by hearing the aggrieved tenderers as well as consulting the Tender Evaluation Committee (TEC) within next three working days and the tenderer will be communicated accordingly.

### **6.4 Final publication of summary list of qualified tenderers**

In case, the Appellate Authority asks the Tender Inviting Authority to consider tender of any of the aggrieved tenderers, who may have preferred appeal, the process of uploading of qualified tenderers will be re-done. Date of opening of financial bid is to be intimated after publication of the final list of technically qualified tenderers.

### **6.5 Opening and evaluation of Financial Proposal**

- i. Financial proposals of the tenderers 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 tenderers 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 tenderers to submit analysis to justify the rate quoted by that tenderer.

#### **6.6 Tender Evaluation Committee (TEC)**

As per prevalent orders of Govt. of West Bengal, Tender evaluation committee has already formed under the Chairmanship of the Special Engineer, SLR&D circle UDD.

#### **7. Bid Validity**

The Bid will be valid for 90days from the date of opening of the financial bid

#### **8. Acceptance of Tender**

Lowest valid rate should normally be accepted. However, the Tender Accepting Authority does not bind himself to do so and reserves the right to reject any or all the tenders, for valid reasons and also reserves the right to distribute the work amongst more than one tenderer.

#### **8.1 Tender Accepting Authority**

As per prevalent orders of Govt. of West Bengal, Tender Accepting Authority for different tenders is as follows:

- a. For tenders above up to Rs.2.00 crore : *The Special Engineer, Salt Lake Reclamation and Development Circle*
- b. For tenders above 2.00 crore : *The Chief Engineering Advisor, Salt Lake Projects. Urban Development Department.*
- c. For tenders up to 45 Lakhs: *The Executive Engineer, Central Mechanical Division.*

Others are as per existing Govt. Rules.

#### **8.2 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 quadruplicate copies of W.B.F. No 2911(ii) which may be purchased on cash payment / in payment modes prescribed in Clause 4 (i) from the office of the Executive Engineer concerned with the work.

#### **9: Earnest Money of the unsuccessful tenderer(s)**

Earnest Money of the unsuccessful tenderer(s), may be liquidated after expiry of seven days from the date of opening of Financial bid .

**10. Payment**

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

**11. 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.

**12. Schedule of Dates for e-Tendering**

Sl. No.	Activity	Date & Time
1.	Publishing Date	24.08.2016 : 1700 hrs
2.	Document Download start date	24.08.2016 : 1700 hrs
3.	Bid submission start date	02.09.2016 : 1700 hrs
4.	Pre- bid meeting	02.09.2016 : 1130 hrs
5.	Document Download end date	09.09.2016 : 1200 hrs
6.	Bid submission end date	09.09.2016 : 1200 hrs
7.	Technical proposal opening date	09.09.2016 : 1400 hrs
8.	Uploading of preliminary list of qualified bidders	To be notified later
9.	Uploading of final list of Technically qualified bidders	To be notified later
10.	Financial Bid opening date	To be notified later
11.	Uploading of Financial Bid evaluation sheet	To be notified later

**Additional Terms & 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 Sub-Assistant 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 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.

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. Department shall not entertain any claim whatsoever from the contractor for payment of compensation on account of idle labour on any ground including non-possession of land.
5. 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.
6. 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.
7. 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.
8. No mobilization / secured advance will be allowed unless specified otherwise.
9. VAT/Sales Tax, Cess, Royalty of sand, stone chips, stone metal gravel, boulders, forest product etc, Toll Tax, Income Tax, Ferry Charges and other Local Taxes, if any, are to be paid by the contractor. No extra payment will be made for these. The rates of supply and finished work items are inclusive of these.
10. All working tools and plants, scaffolding, construction of vats and platforms will have to be arranged by the contractor at his own cost.
11. The contractor shall supply mazdoors, bamboos, ropes, pegs, flags etc. for laying out the work and for taking and checking measurements for which no extra payment will be made.
12. The contractor should see the site of works and tender documents, drawings, etc. before submitting tender and satisfy himself regarding the condition and nature of works and ascertain difficulties that might be encountered in executing the work, carrying materials to the site of work, availability of drinking water and other human requirements and security etc.
13. A machine page numbered Site Order Book (with triplicate copy) will have to be maintained at site by the contractor and the same has got to be issued from the Engineer-in-charge before commencement of the work. Instructions given by inspecting officers will be recorded in this book and the contractor must note down the action taken by him in this connection as quickly as possible.
14. 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.
15. No compensation for idle labour, establishment charge or on other reasons such as variation of price index etc. will be entertained.
16. 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.
17. The contractor will have to maintain qualified technical employees and/or Apprentices at site as per prevailing Apprentice Act or other Departmental Rules & Orders circulated from time to time.



18. The contractor will have to accept the work programme and priority of work fixed by the Engineer-in-charge so that most vulnerable reach and/or vulnerable items be completed before the date needed by the Department due to impending monsoon or rise of water level or for other reasons.
19. 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.
20. Any materials brought to site by contractor must be subject to approval of the Engineer-in-charge. The rejected materials must be removed by the contractor from the site at his own cost within 24 hours of issue of the order to that effect. The rates in the schedule are inclusive of cost and carriage of all materials to worksite. The materials will have to be supplied in phase with due intimation to the Sub-Divisional Officer concerned in conformity with the progress of the work. For special type of materials, i.e. Geo Synthetic Bags, HDPE Bags, Geo Textile Filter, Geo Jute Filter, etc. if any, relevant Data Sheet containing the name of the Manufacturers, Test Report, etc. will also be submitted in each occasion. Engineer-in-charge may conduct independent test on the samples drawn randomly before according approval for using the materials at site. In this regard decision of Engineer-in-charge is final and binding.
21. **Penalty for non compliance of work:**

Penalty will be imposed in geometric progression for non compliance of proportionate work. Amount will be deducted from bill of work straight way.

**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)

This is in connection with NIT NO. WBUDD/SE/SLRD/NIT-02(e) of 2015-16 of Executive Engineer, Salt Lake Reclamation Division, circulated vide memo no. 8-390/15/2052(21), dated 11/12/2015

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

Clause 17. – If the contractor or his workmen or servants of authorized representatives shall break, deface, injure or destroy any part of the building in which they may be working or any building, road, road curbs, fence, enclosure, water pipes, cables, drains, electric or telephone posts or wires, trees, grass or grassland or cultivated ground contiguous to the premises on which the work or any part of it is being executed, or if any damaged shall happen to the work from any cause whatsoever or any imperfections become apparent in it any time whether during its execution or within a period of three years after issuance of a certificate of its completion issued by the Engineer –In-Charge shall mend good the same at his own expense, or in default, the Engineer-In- Charge may cause the same to be made good by other workmen and deduct the expense ( of which the certificate of the Engineer-In- Charge shall be final from any sums, whether under this contract or otherwise, that may be then, or at any time thereafter became due to contractor by the Government or from his security deposit, or the proceeds of sale thereof or of a sufficient portion thereof and if the cost, in the opinion of the Engineer – In- Charge(Which opinion shall be final and conclusive against the contractor), or of making such damage or imperfections good shall exceed the amount of such security deposit and /or such sums, it shall be lawful for the Government to recover the excess cost from the contractor in accordance with the procedure prescribed by any law for the time being in force.

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

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

Provided further that the Engineer-In- Charge shall pass the "Final Bill" and certify thereon, within a period of forty five days with effect from the date of submission there of 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 instrudtions 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 Department.	Chairman
2.	Engineer – in – Charge / Chief Engineer or any officer equivalent rank in the Department	Member
3.	One Designated Chief Engineer / Engineer of the Department to be nominate by the Department concerned	Member Secretary and Convener
4.	One Representative of the Finance Department of the Government not below the Rank of Joint Secretary or Finance Advisor in caše 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

Executive Engineer  
Central Mechanical Division

Memo No.:661/3

Date:24.08.2016

Copy submitted for favour of kin information and necessary action to the:-

- 1) Principal Secretary, U.D Deptt. Nagarayan Bhawan, Kolkata – 700091
- 2) Special Engineer, Salt Lake Recl. & Dev. Circle, Nirman Bhawan, Kolkata – 700091
- 3) Chief Engineering Advisor, U.D Deptt.(Salt Lake Project), Nirman Bhawan, Kolkata – 700091

Executive Engineer  
Central Mechanical Division  
Urban Development Department

Memo No.: 661/3/8

Date: 24.08.2016

Copy forwarded for information to the:-

- 1) Executive Engineer, B.M.S Division, Nirman Bhawan, Kol-91
- 2) Executive Engineer, Salt Lake Construction Division, Nirman Bhawan, Kol – 91
- 3) Executive Engineer, Salt Lake Reclamation Division, Nirman Bhawan, Kol – 91
- 4) S.D.O/ Salt Lake Mechanical Sub-Division, Nirman Bhawan, Kol – 91
- 5) S.D.O/ Salt Lake Electrical Sub-Division, Nirman Bhawan, Kol – 91
- 6) Accounts Section, Central Mechanical Division, Nirman Bhawan, Kol - 91
- 7) Computer Section ,U.D. Department, Nagaryan Bhawan, Kol - 91
- 8) Notice Board, Central Mechanical Division, Nirman Bhawan, Kol - 91

Executive Engineer  
Central Mechanical Division  
Urban Development Department

Validity unknown