



**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:- 763

Dated: 15.05.2025

‘NOTICE INVITING TENDER’

eNIT No– WBUD&MA/BMS/NIT-06(e)/2025-26 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 <https://udma.wb.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, BOQ Corrigendum, Addendum etc. and Drawings, if any, shall form part of the tender document.

Sl. No	Name of the Works	Amount put to tender(Rs.)including all Taxes and Labour Welfare Cess as applicable	Earnest Money (Rs.)	Time allowed for completion (In English Calendar days)
1.	"Annual comprehensive upkeepment and maintenance of campus and common areas including cleaning and disinfection of over head tanks at SW-4, SW-6 & SW-7 Abasans under Salt Lake Drainage Sub-Division of B.M.S. Division, Salt Lake, Kol-91"	Rs 5,28,042.00	10,561.00	365

NB: - Intending Tenderer will not have to pay the cost of tender documents for the purpose of participating in e-tendering, but the successful L1 (Lowest) Bidder will have to pay the cost of tender documents of 2 (two) sets @ price mentioned in the list of scheme of NIT during purchase of tender documents for execution of agreement as per notification no. 199-CRC/2M- 10/2012 dated 21/12/2012 of the Secretary, Public Works Department, CRC Branch, Government of West Bengal.

In case of L1 bidder (Lowest rate quoted) expresses his / her willingness to have extra copy of the standard contract forms, only one spare copy of standard contract form may on payment of prescribed price be supplied to a contractor or firm of contractors, eligible to tender in a specific work on receipt of written requisition well in advance for the same.

Scope of work:

a) For sweeping cleaning entire road network, car parking spaces within SW-4,SW-6 & SW-7Abasan complex every day, b) Sweeping and cleaning of Plinth protection of each building at SW-4,SW-6 & SW-7Abasan c) sweeping and cleaning of staircase, common passage, mummy room of each buildings at SW-4,SW-6 & SW-7Abasan, d) Sweeping & cleaning of entire roof surface at Each Building of SW-4,SW-6 & SW-7Abasan, e) Washing of Staircase, mummy room, common passage at SW-4,SW-6 & SW-7Abasan, f) Sweeping and cleaning of existing parks, Play grounds, lawns in between buildings etc as and when necessary etc. within SW-4,SW-6 & SW-7Abasan complex and g) other misc. and unforeseen works as and when necessary. h) Supply & Spreading of Bleaching Powder within SW-4,SW-6 & SW-7Abasan complex i) Supplying and Planting of different plant / trees (Supplying well grown plants bushy and healthy, minimum height as specified i.e. exposed height including all leads & lift, carriage, handling, manuring, applying pesticide and fertilizer etc. j) Cleaning and disinfecting upto 2000 litre Water Tank including masonry reservoir. K) Cleaning silt of master trap pit, inspection pit, gully pit etc. within SW-4, SW-6 & SW-7Abasan complex as per instruction. l) Removal of rubbish,earth etc. from the working site and disposal of the same beyond the compound, in conformity with the Municipal / Corporation Rules for such disposal, loading into truck and cleaning the site in all respect as per direction of Engineer in charge.

General Terms & Conditions and Information

1. Pre Qualification for participation:-

Credential:-

- (i) Intending Bidder should produce credentials of 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 this tender notice;
or,
- (ii) Intending Bidder 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 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
In case of running works, only those Bidders 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.

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

) Payment certificate will not be treated as credential.

) No credential will be considered as valid, unless it is supported by work order, price schedule or BOQ of work and completion certificate mentioning the date of completion issued by the competent authority not below the rank of Executive Engineer or equivalent or competent authority of a State / Central Government, State / Central Government undertakings, Statutory / Autonomous bodies constituted under the Central / State Statute.

N.B. Estimated Amount, tendered amount, value of executed work, Date of Completion of project along with telephone number & detail address for communication of client must be indicated in the Credential Certificate.

) Payment certificate will not be treated as 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 & others Forms given in NIT 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 (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 [In case of Proprietorship and Partnership Firms and Company the Tax Audited Report in 3CD Form to be furnished along with Balance Sheet and Profit and Loss Account and all schedules forming the part of Balance Sheet and Profit & Loss Account for the last 5 (five) years. Tax Audited Report, Balance Sheet and Profit & Loss Account including all schedules forming the part of Balance Sheet and Profit & Loss Account should be in favour of applicant Company name.]
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.
7. The Bidder's Net Worth for the last year calculated on the basis of capital, profit and free reserve available to the firm should be positive.
8. The available Bid Capacity (to be calculated on the basis of prescribed format) of the prospective applicant at the expected time of bidding should be more than the Estimated Amount put to Tender.
9. Document of machineries i.e Tax invoice, Challan, Way bill etc. to be uploaded.
10. The prospective bidders will have in their full time engagement experienced technical personnel, (Authenticated documents in respect of qualification and engagement for this work will have to be furnished for Technical Evaluation);
11. Registered Unemployed Engineers' Co-operative Societies / Unemployed Labour Co.-Op. Societies are required to furnish valid Bye Law, Current Audit Report, Certificate of Registration and Valid Clearance Certificate from A.R.C.S. Professional Tax Deposit Challan for the Financial Year 2024-2025, PAN Card, Trade License, GSTIN under GST Act along with other relevant supporting papers.

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, up to three decimal (*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 accepted bid value is 80% or less of the Estimate put to Tender. (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.

Contractor shall have to comply with the provisions of (a) the contract labour (Regulation Abolition) Act. 1970 (b) Apprentice Act. 1961 and (c) Minimum wages Act. 1948 and any other notification thereof or any other laws relating thereto and the rules made and order issued there under from time to time.

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 five year prior to the date of issue of the tender notice 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.

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.
- iv. Tender /inviting authority reserves the right to call for original document for verification from successful bidder(s) only as and when required.
- v. After scrutiny of all the documents of bidders participating in this tender, the TBO summary sheet containing preliminary status of their technical qualification will be uploaded. If any minor clerical/rectifiable deficiencies found in the uploaded documentation of bidders, which do not make any material difference in technical/financial capacity of bidder, then shortfall notice may be issued to tenderer in the true spirit of Order No. IM-66/18/71-R/PL, dt-15/01/2019 of P.S/GOWB. PWD to complete whole procedure in minimum period. All participants may be alert before uploading the documents to avoid such notice. After receiving the clarification on deficiency on the stipulated time, the TEC take the appropriate decision on the admission/rejection of the bid. After publishing the TBO summary sheet, there will be a period of 48hrs during which any bidder may submit their **complaint** to TEC, which shall be considered for resolution before uploading the final Technical Evaluation Sheet. List of the technically qualified bidder will be uploaded after such committee's decision. No further complaints will be accepted after this.

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) working 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, **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. Security Deposit:-

While making any payment to the person(s) whose tender has been accepted (hereinafter shall be called the contractor) for work done under the contract, the authority making payment shall deduct such sum which together with the Earnest Money already deposited and converted into security deposit, shall amount to 10% of the value of works executed at the material point of time and paid during the progressive running accounts bills, so that total deduction together with Earnest Money constitute 10% of the tendered value of work actually done.

In case of excess/and supplementary work over the tendered amount, additional security @ of 10% of such additional amount is to be deposited for all such excess/ and supplementary works beyond the tendered amount before payment of final bill.

Compensation of all other sums of money payable by the contractor to the Government under the terms of the contract may be deducted from the security deposit.

However, even though the earnest money deposited exceeds the prescribed percentage, due to reduction of tendered amount due to any reason whatsoever, such additional earnest money shall be deemed to have been converted into security and further deductions from progressive bills shall be made, taking into consideration the enhanced component of earnest money so converted into security.

Security deduction will not normally be required for hiring of inspection vehicles and boats etc., supply of tools & plants, furniture and computer peripherals. Separate agreement may be required in those cases, particularly for consultancy and RFP for EPC, which shall be made in standard formats to be approved by the Government.

13. Schedule of Dates for eTendering :-

Sl. No.	Activity	Date & Time
1	Publishing Date	21/05/2025 at 11:00 Hrs.
2	Document Download start date	24/05/2025 at 11:00 Hrs.
3	Bid submission start date	24/05/2025 at 11:00 Hrs.
4	Document Download end date	29/05/2025 at 17:00 Hrs.
5	Bid submission end date	29/05/2025 at 17:00 Hrs.
6	Technical Bid opening date	02/06/2025 after 11:00 Hrs.
7	Financial Bid opening date	<i>To be Notified later through the e-procurement portal</i>

14. 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.

15. MODIFICATIONS OF CLAUSE NO-17 AND CLAUSE NO- 25 OF WEST BENGAL FORM NO- 2911 :- (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 From 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 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.

As per Notification No. 1M-32/23/285-R/PL; Date – 02/08/2024

In partial modification of Public Works Department's Notification No.5784-PW/L&A/2M-175/2017 dated 12.09.2017. Defect liability Period of Extension work of building / bridge / culvert, construction work of new flexible pavement up to bituminous level, widening and strengthening/improvement/strengthening work of flexible pavement will be 5(five) years in place of 3 years.

This clause shall be incorporated in the Notice inviting tender.

This bears the concurrence of Finance Department, Group-T vide their U.O. No. Group-T /2024-2025/0417 dated: 30.07.2024.

This notification will take immediate effect.

As per Order of E-in-C & Ex-Officio Secretary of PWD vide Memo No. 760-ENC/2024 ; Date – 06/08/2024

In terms of Notification no. 1M-32/23/285-R/PL; Date – 02/08/2024, Defect Liability Period (DLP) for **Construction work of new flexible pavement up to bituminous level, widening and strengthening / improvement / strengthening work of flexible pavement** will be 5(Five) years.

Hence design life for bituminous layer for all the aforesaid works in case of stage construction of bituminous pavement will be same as that being considered in case of RIDF works vide MOM circulated by the Engineer in Chief and Ex – Officio Secretary, PWD under memo no. 4P-2/20/185-R/PL dated 02.07.2020.

16. There will be no provision of Arbitration.

Clause 25 of West Bengal Form No. 2911 is modified vide notification no. 8182-F(Y) dated 26/09/2012 of Finance Department, Govt. of West Bengal, as follows:

"Except where otherwise provided in the contract all question and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of relating to the contracts designs, drawings, specifications, estimate, instructions, orders or these conditions or otherwise concerning the works, or the executions or failure to

execute the same, whether arising during the progress of 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 requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 (fifteen) days request the Chairman of the Dispute Redressal Committee in writing for written instruction or decision. Thereupon, the Dispute Redressal Committee shall give its written instructions or decision within a period of three months from the date of receipt of the contractor's letter.

The Dispute Redressal Committee in each of the works Departments shall be constituted with the following officials as members:

1. Additional Chief Secretary / Principal Secretary / Secretary of the Department concerned.	Chairman
2. Engineer-in-Chief / Chief Engineer or any officer of equivalent rank of the Department.	Member
3. One Designated Chief Engineer / Engineer of the Department to be nominated by the Department concerned.	Member Secretary and Convenor
4. One representative of Finance Department of the Government not below the rank of Joint Secretary or Financial Adviser in case of the works Department where FA system has been introduced.	Member

17. The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the work as mentioned in the Notice inviting Tender, the cost of visiting the site shall be at the Bidder's own expense. Issuance of letter of acceptance / Work Order may be delayed and / or work may be financially restricted upto the limit of existing administrative approval until receipt of administrative approval / revised administrative approval from the competent authority (in applicable cases). Also issuance of letter of acceptance / work Order may be delayed and / or work may be restricted in some stretches till necessary land for the same is made available and / or encroachments are removed (in applicable cases). No claim, whatsoever, for such delay in issuance of Letter of Acceptance / Work Order and / or restriction of work will be entertained. Intending bidders may keep these criteria in mind while participating in tender and / or while quoting their rates.

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 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.
- 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) Engagement of Sub-Contractor/Subletting is not permitted.
- 12) The successful bidder will have to establish field testing laboratory equipped with requisite instruments in conformity with relevant code of practice and technical staff according to the requirements of works to be executed. The executing agency will have to produce satisfactory test report of all the materials of the work as well as on samples collection jointly by him and concerned authority of the Engineer-in-Charge from all completed / ongoing items of works as per relevant codes of practice at his own cost from any Govt. approved / Govt. testing laboratory.
- 13) Joint Venture will not be allowed for works up to 25 Crores.
- 14) A prospective bidder shall be allowed to participate in the particular Job either in the capacity of individual or as a partner of a firm. If found to have applied severally for a single job, all his applications will be rejected for that job, without assigning any reason thereof.
- 15) 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.
- 16) 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.
- 17) 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.
- 18) 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.
- 19) 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.
- 20) 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.
- 21) Detail Organizational structure, manpower, resources, Technical staffs with their expertise and experience should be submitted by the Agency at the time of application.
- 22) 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.
- 23) 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.
- 24) 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.
- 25) Steel materials procure and supply by the Agency shall be of TOR steel rod/HYSD/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). Necessary tests certificates of the said materials, as required will have to produced before actual execution of site.
- 26) 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. Necessary tests certificates of the said materials, as required will have to produced before actual execution of site.
- 27) 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.

28) Bank Solvency certificate/Credit Limit certificate from a schedule bank needs to be enclosed.

29) 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.

30) Cost of damaged and / or dismantled materials is deductible as per standing order.

31) Intending Bidders shall have to comply / apply for Employees Provident Fund & Miscellaneous Provisions Act 1952 and Employees State Insurance Act 1948.

32) If for any reason whatsoever, the work is suspended or abandoned, either in full or in part, no compensation will be made to the Contractor.

33) The successful bidder shall have to abide by all labour related and other rules, regulation and laws of the land and the Tender Inviting Authority in no way shall be held responsible for financial or any other consequence arising out of non of noncompliance of the same.

34) Uploaded documents of valid successful bidders may be verified with the original in due course. The valid successful bidders have to show the originals to the concerned authority as and when required.

35) If any erroneous printing found after agreement or any time in the SOQ (Schedule of Quantity) or Rate, the Tender Inviting Authority reserve the rights to correct the same as per approved original estimate.

36) Bidding documents (NIT and SBD) is to be uploaded by the bidder. The bidder has to only agree/disagree on the condition in the bidding document. The bidders who disagree on the condition of bidding document cannot participate in the tender and his/their bid will be treated as informal.

37) Even through the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- i) Made misleading or false representation in the forms, statements, affidavits, and attachments submitted in proof of the qualification requirements and/or record of submission of any false/ fake document(s).
- ii) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

38) During the scrutiny, if it comes to the notice of the tender inviting authority that the credential(s) and/or any other paper(s) of any bidder is / are incorrect/ manufactured/ fabricated, that bidder(s) will not be allowed to participate in the tender and that application will be rejected outright.

39) The estimated amount of tender may not be fully utilized after issuance of related work-order and no claim in this regard will be entertained.

40) Any kind of advance payment whatsoever, escalation of price of any materials including raw materials increase in the labor cost, increase in the transport cost etc. and consequent cost over runs will not be entertained under any circumstances & thus conditional tender will not be accepted.

41) The Executive Engineer, Bidhannagar Municipal services Division , UD&MA Dept. Possess the sole right and authority to issue technical eligibility to the candidates whose candidature are acceptable to him. No challenge in such respect of issue would not be allowed and would be acceptable by law.

42) The Executive Engineer, Bidhannagar Municipal services Division, UD&MA Dept reserves the right to cancel the N.I.T. or issue corrigendum notice to the NIT due to unavoidable circumstance and no claim in that respect will be entertained.

43) The applicant must inspect the site of work and get acquainted with site conditions. All factors relating to the facilities available and problem to be faced during work should be taken into account before quoting rate.

44) No extra cost towards any accident of the engaged personnel will be borne by the Department and any compensation towards accident of the engaged personnel will be borne by the Agency.

45) No claim for employment in Government Service will be accepted in any causes.

46) The undersigned or any authorized Officials reserve the right to instruct the Agency for withdrawal of personnel without showing any reasons.

47) The undersigned reserve the right to modify any terms and conditions if necessary in the interest of the Government which must be accepted by the Agency otherwise the work order will be cancelled forthwith without showing any reasons. The undersigned also reserves the right to cancel the agreement by giving a notice of 1 (one) month before cancellation to the agency without assigning any reason.

48) 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(C)/1M-23/15 ; dt-13/02/2015 of PWD (Govt of West Bengal)

49) 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.

50) Tender inviting authority reserves the right to rectify/replace/substitute any rate of the priced schedule put to tender in case of any in-advertent/ typographical mistake both in figure as well as in words prior to execution of formal tender.

51) The Bid Evaluation Committee reserve the right to ignore minor deficiencies at their discretion in case of first call and no challenge whatsoever against such decision of the said committee will be entertained. In case of re tender, 2nd Call & 3rd Call, the Bid Evaluation committee reserves the right to ignore some deficiencies at their discretion and no challenge whatsoever against such decision of the said committee will be entertained.

52) The Bid Evaluation Committee reserves the right to ignore minor deficiencies at their discretion in case of first call and no challenge whatsoever against such decision of the said committee will be entertained. In case of 2nd Call, the Bid Evaluation Committee reserves the right to ignore some deficiencies at their discretion and no challenge whatsoever against such decision of the said committee will be entertained. In case of third and subsequent calls, the Bid Evaluation Committee reserves the right to ignore more and more deficiencies at their discretion and no challenge whatsoever against such decision of the said committee will be entertained.

53) Bidders should upload their documents from original copies. Uploading Photocopy & illegible copies will not be accepted.

54) This NIT shall form a part of the contract document. The successful bidder on acceptance of his bid by the Accepting Authority, shall have to sign the contract consisting of NIT, all tender documents forming part of the bid as uploaded at the time of invitation of bid, the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto and standard West Bengal Form No. 2911.

55) Recovery of unserviceable materials would be realized from the final bill of the agency as per rate approved by the competent authority.

56) 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.

Successful bidder will be required to observe the following conditions strictly:

a)	Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and Employees State Insurance Act, 1948 should be strictly adhered to wherever such Acts become applicable.
b)	Adequate safety and welfare measures must be provided as per the provisions of the Building and other Construction Workers' (Regulation of Employment & Conditions of Service) Act, 1996 read with West Bengal Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Rules, 2004.
c)	All liabilities arising out of engagement of workers are duly met before submission of bills for payment.
d)	The daily attendance of the Supplied Labors will be recorded on Physical Verification by the department or as directed by the Engineer-in-Charge.
e)	The entrusted agency(for supplying labour) shall be responsible for any loss, pilferage, damage, theft of any assets/properties and cost of such loss, pilferage, damage, theft will be recovered from the agency's bill/s without assigning any reason what-so-ever or as per directed by the Engineer-in-Charge.
f)	The selected agency and his/their personnel shall have to abide by all the Rules and Regulations of the department as will be in force from time to time.
g)	The authority reserves the right to modify any terms & condition in the interest of public service.
h)	A normal working day shall consist of eight and half hours of work including interval for half-an- hour for rest.
i)	Before issuance of the Work Order the L1 bidder has to submit an undertaking declaration by affidavit from the 1st class magistrate by stating that the Minimum wages to the workers shall be paid by him / her in accordance with the rates notified and/or revised by the State Government from time to time under the Minimum Wages Act, 1948 in respect of scheduled employments, within the specified time as per law.
j)	The Bill in (triplicate) should be submitted with attendance sheet to the concerned Assistant Engineer's for payment. Payment for the billing month will be released from the department upon receiving the attendance sheet corresponding to that billing month.
k)	All the personnel involved to be supplied by the agency as per agreed rate without fail.

If there is any violation of any or all the relevant above criterion during execution of the job, it will render the concerned agencies ineligible for the work then and there or at any subsequent stage as may be found convenient.


 Executive Engineer
 Bidhannagar Municipal Services Division
 15/05/25

Memo No: 763/1 (11)

Dated: 15/05/2025

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 Bhavan, Salt Lake, Kolkata- 91.
- 5) The Executive Engineer, Salt Lake Construction Division, Nirman Bhavan, Salt Lake, Kolkata- 700 091.
- 6) The Executive Engineer, Salt Lake Reclamation Division, Nirman Bhavan, Salt Lake, Kolkata- 700 091.
- 7) The Executive Engineer, Central Mechanical Division, Nirman Bhavan, 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


15/5/25
Executive Engineer

Bidhannagar Municipal Services Division

8/5/05/25

SPECIMEN FORMAT FOR THE BANK GUARANTEE FOR ADDITIONAL PERFORMANCE SECURITY DEPOSIT

(To be submitted only if the bid price quoted by the bidder is below 20% of the estimated cost put to tender, non submission within 7 working days from date of Issuance of LOA which may be maximum extended to 14 working days after issuance of LOA/LOI will lead to rejection of selected bidder. Similar standard format issued by RBI approved Bank pledging Bank Guarantee of the required value and period in favour of Engineer-in-Charge is acceptable)

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 Contractor").

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 and branch) have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we ; (Indicate the name of bank and 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 and 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 and 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 and 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 and 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 (within West Bengal only to be accepted) 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-06(e)/2025-26 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 _____ 2025

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-06(e)/2025-26 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-06(e)/2025-26 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 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 = $(A \times N \times 2 - B)$ where

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

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

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

B = Financial Liability of the bidder to be incurred for existing commitments and on-going works during the period of the subject contract.(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 of 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)	Updation Factor	Value updated to the price level of the year
(1)	(2)	(3)	(4)	(5) = Col 3 X Col 4
1.	Year-5; 2019-20		1.20	
2.	Year-4; 2020-21		1.15	
3.	Year-3; 2021-22		1.10	
4.	Year-2; 2022-23		1.05	
5.	Year-1; 2023-24		1.00	

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 _____).

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

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

Signature, name and designation of 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 on-going works to be completed during the nextyears (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 Apostile 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)

AFFIDAVIT – “Y”

(To be furnished in Non – Judicial Stamp paper of appropriate value duly notarized)

(After Notification of NIT)

Ref:- e-NIT No.,

e-Tender ID No.....

NAME OF WORK: (As mentioned in NIT)

1. I/We hereby agree to abide by all terms and conditions laid down in Tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instruction contained therein and undertake myself/ourselves abide by the said terms and conditions.
3. I/We abide by the provisions of Contract Labour Act and other statutory provisions like Provident Fund Act, ESI Bonus, Gratuity, Leave and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Minimum Wages Act and shall be fully responsible for any violation.
4. The under-signed would authorize and request any Bank, person, Firm or Corporation to furnish pertinent information as deemed necessary and/or as requested by the Department to verify this statement.
5. I, the under-signed do certify that all the documents provided in this e - NIT No.
Serial. No. are true and correct. In case of any information submitted proved to be false or concealed, the application may be rejected and no objection/claim will be raised by the under-signed.

Signed by an authorized officer of the firm

Title of the officer

Name of the Firm with Seal

Date_____

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

	which is not less than the desired value at (i) above; In case of running works, only those tenderers who will submit the certificate of satisfactory running work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the tender. In the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executed agency, i.e., the tenderer.
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.'	2. For 2nd Call of NIT: 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; 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.
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.'	3. For 3rd call of NIT: 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

	5(five) years prior to the date of issue of the tender notice; or, 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; 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.
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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.

Government of West Bengal
Public Works Department
(Accounts Branch)

No. – 452-A/PW/0/10C-35/10

Date – 26/07/2011

NOTIFICATION

WHEREAS the matter of revising the scale for determining the cost of tender documents (hereinafter referred to as other Tender Documents) accompanying any of the standard contract Forms (hereinafter referred to as printed tender Forms) as specified in Rule -221 of Public works Department code volume -I has been under active consideration of the Government for quite sometime past;

NOW, THEREFORE, after careful consideration of the matter, the Governor is pleased to lay down, in suppression of all previous orders in the matter, the following scale for determining the cost of other Tender Documents in respect of the public works (hereinafter referred to as works) undertaken by this Department :-

Sl. No.	Estimated cost of work put to tender	Cost of Other Tender Documents excluding the cost of Printed Tender Form.
(1)	Upto Rs. 1.25 Lac	Rs. 250.00
(2)	Above Rs.1.25 Lac & upto Rs. 5.00 Lac	Rs. 750.00
(3)	Above Rs. 5.00 Lac & upto Rs. 25.00 Lac	Rs. 1,000.00
(4)	Above Rs. 25.00 Lac & upto Rs. 125.00 Lac	Rs. 2,500.00
(5)	Above Rs. 125.00 Lac & upto Rs. 500.00 Lac	Rs. 5,000.00
(6)	Above Rs. 500.00 Lac & upto Rs. 2000.00 Lac	Rs. 10,000.00
(7)	Above Rs. 2000.00 Lac	Rs. 15,000.00

This bears the concurrence of Group F of Finance (Audit) Department vide their U.O. No. 111, Dated 18/07/2011.

By Order of the Governor,

Sd/- A.R. Bardhan
Secretary to the
Government of West Bengal

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

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

Dated: 12.09.2017

NOTIFICATION

WHEREAS it is deemed expedient to do so;

NOW, THEREFORE, the Governor is pleased to make partial modification in the **West Bengal Form No.: 2911/2911(i)/2911(ii)**(hereinafter referred to as Printed Tender Form), in cancellation of earlier notification no. 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.

sd/

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.



Joint Secretary (Roads),
Public Works Department

Government of West Bengal
Public Works Department (Roads Wing)
Planning Branch
Nabanna, Howrah

No.1M-32/23/ 285 -R/PL

Dated: 02.08.2024

NOTIFICATION

In partial modification of Public Works Department's Notification No. 5784-PW/L&A/2M-175/2017 dated 12.09.2017, Defect Liability Period of Extension work of building / bridge / culvert, construction work of new flexible pavement up to bituminous level, widening and strengthening/improvement/strengthening work of flexible pavement will be 5(five) years in place of 3 years.

This clause shall be incorporated in the Notice inviting tender.

This bears the concurrence of Finance Department, Group-T vide their U.O. No. Group-T/2024-2025/0417 dated: 30.07.2024.

This notification will take immediate effect.


(Antara Acharya)
Secretary to the
Government of West Bengal
Public Works Department

No. 1M-32/23/285 /1(3) -R/PL

Dated: 02.08.2024

Copy forwarded for information to :-

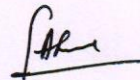
1. The Sr. P.S. to the Hon'ble Minister-in-Charge to the Government of West Bengal, Public Works Department.
2. The Sr. P.S. to the Chief Secretary to the Government of West Bengal.
3. The Sr. P.S. to the Additional Chief Secretary to the Government of West Bengal, Finance Department.


Joint Secretary (Roads)
Public Works Department
Dated: 02.08.2024

No. 1M-32/23/ 285/2(13) -R/PL

Copy forwarded for information to :-

1. The Accountant General (A & E), West Bengal.
2. The Accountant General (Audit), West Bengal.
3. The Accountant General (RW / LBA), West Bengal.
4. The Managing Director, West Bengal Highway Development Corporation, HRBC
5. The Secretary to the Government of West Bengal, Public Works Department.
6. The Engineer-in-Chief & Ex-Officio Secretary, Public Works Department.
7. The Finance Department, Group – "F" / "T" / "N".
8. The Special Secretary & Financial Adviser, Public Works Department.
9. The Special Secretary, Public Works Department.
10. The Joint Secretary, Project & Co-ordination / Works, Public Works Department.
11. The Technical Secretary, Public Works Department


Joint Secretary (Roads)
Public Works Department

No. 1M-32/23/ 285/3(100) -R/PL

Dated: 02.08.2024

Copy forwarded for information and necessary action to:

1. The Chief Engineer,------(All), P.W. Directorate/ P.W. (Roads) Directorate.
2. The Superintending Engineer, -----(All), P.W. Directorate/ P.W. (Roads) Directorate.
3. The Executive Engineer, -----(All), P.W. Directorate/ P.W. (Roads) Directorate.


Joint Secretary (Roads)
Public Works Department



Government of West Bengal
Engineer-in-Chief & Ex-officio Secretary
Public Works Department
'NABANNA', 8th Floor, Room No. 802
325, Sarat Chatterjee Road, Howrah – 711 102
Tel No: (033) 2253-5164, Fax No : (033) 2214-1075
E-mail encpwd2014@gmail.com

Memo No.760-ENC/2024

Date : 06.08.2024

ORDER

In terms of Notification no.1M-32/23/285-R/PL dated 02.08.2024, Defect Liability Period (DLP) for **construction work of new flexible pavement up to bituminous level, widening and strengthening /improvement / strengthening work of flexible pavement** will be 5 (five) years.

Hence design life for bituminous layer for all the aforesaid works in case of stage construction of bituminous pavement will be the same as that being considered in case of RIDF works vide MOM circulated by the Engineer in Chief and Ex-Officio Secretary, PWD under memo no. 4P-2/20/185 -R/PL dated 02.07.2020.

hmmh
06.8.2024

E-in-C & Ex-officio Secretary
Public Works Department

Memo No. 760/1-ENC/2024

Date : 06.08.2024

Copy forwarded for kind information to :

1. The Secretary, PWD

hmmh
06.8.2024

E-in-C & Ex-officio Secretary
Public Works Department

Memo No. 760/2(5)-ENC/2024

Date : 06.08.2024

Copy forwarded for information & necessary action to :

1. The Chief Engineer, Head Quarter, Public Works Directorate/ Public Works (Roads) Directorate.
2. The Chief Engineer (Planning), Public Works (Roads) Directorate.
3. The Chief Engineer, South Zone/West Zone/ North Zone Public Works Directorate/ Public Works (Roads) Directorate.
4. The Joint Secretary (Roads)/ Joint Secretary (Works), Public Works Department.
5. The Superintending Engineer, Planning and Monitoring Cell, P.W. Directorate.

hmmh
06.8.2024

E-in-C & Ex-officio Secretary
Public Works Department

Sub : Minutes of meeting in respect of "Change of Defect Liability Period to 5 years for Projects under RIDF-XXVI" with reference to Memo No- 4P-2/20/179-R/PL dated 01.07.2020 of the Additional Chief Secretary PWD.

In connection with the above mentioned subject and reference, a meeting has been conducted in the conference hall, Nabanna, 8th floor at 4.30PM under the Chairmanship of the Engineer-in-Chief & Ex-Officio Secretary, Public Works Department to finalise the modalities of pavement design for the projects already submitted to NABARD under RIDF-XXVI. Attendance of the officers (Chief Engineer, Head Quarter, P.W. Directorate & P.W. (Roads) Directorate, Chief Engineer, Planning, P.W. (Roads) Directorate, Joint Secretary (Roads), PWD and Superintending Engineer, Planning & Monitoring Circle, P. W. Directorate) present in the meeting is attached.

2. NABARD has proposed to increase the Defect Liability Period (DLP) from 3 year to 5 year period for the works under RIDF - XXVI. State PWD had submitted a number of schemes considering 3 years DLP as per present modalities (i.e. 15 years design life for non-bituminous layers & 5 years design life for bituminous layers as a stage construction). Department in consultation with the Finance Department has agreed for keeping provision of 5 years DLP for the schemes submitted under RIDF - XXVI.

3. To make the provision of 5 year DLP it was imperative for some modification in the pavement design, particularly bituminous portion for a longer design life. After making detailed discussion, it has been decided that 15 years design life for non-bituminous layers & 7 years design life for bituminous layers will be considered for 5 years DLP for the projects already submitted under RIDF-XXVI.

4. Concerned Chief Engineers of respective zones will have to submit modified estimates within seven days.

The meeting ends with thanks.


Engineer-in-Chief & Ex-Officio Secretary
Public Works Department

Memo No. 4P-2/20/185/1(1)-R/PL

Date 02.07.2020

Copy forwarded for favour of kind information to the Additional Chief Secretary, Public Works Department.

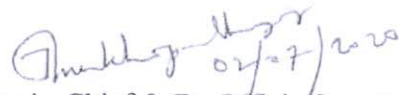

Engineer-in-Chief & Ex-Officio Secretary
Public Works Department

Memo No. 4P-2/20/185/2(12)-R/PL

Date 02.07.2020

Copy forwarded for information and necessary action to

1. The Chief Engineer, Head Quarter, Public Works Directorate/ Public Works (Roads) Directorate.
2. The Chief Engineer (Planning), Public Works (Roads) Directorate.
3. The Chief Engineer, South Zone/ West Zone/ North Zone Public Works Directorate/ Public Works (Roads) Directorate.
4. The Joint Secretary (Roads)/ Joint Secretary (Works), Public Works Department.
5. The Superintending Engineer, Planning and Monitoring Cell, P.W. Directorate.



Engineer-in-Chief & Ex-Officio Secretary

Public Works Department

Meeting regarding design of project works of Nabard / RIDF XXVI

Venue : Conference Hall, 8th Floor, Nabanna, PWD

Date : 02.07.2020

Time :04.30 PM

Member's / Officer's attendance details

Sl. No.	Name	Designation	Mobile No.	E-mail Id	Signature
1	Tapan Mukhopadhyay	CE (H) PWD	0		02/07/2020
2	Amitabha Sengupta	CE (H) PWD	943307 2449	cepwd11@xsho.com	02/07/2020
3	Susmit Banerjee	CE (H) PWD	7987-43406		02/07/2020
4	Debasish Roy	CE / PLG / PWD	9830955604	ceplg@pwdse@gmail.com	02/07/2020
5	Amit Kumar Biswas	Joint Secretary (Road) PWD	9830368767	jstpwd@gmail.com	02/07/2020
6	Rajib Chatterjee	SE / PE 'M, PWD.	9051424813	sepwdplanning@gmail.com	02/07/2020
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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.

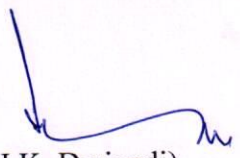
In tenders for Government works, bids are sometimes received at a much lower rate than the Estimated Amount put to tender. In such cases, to ensure the quality and proper execution of the work in public interest, the Governor is pleased to decide that Additional Performance Security @ 10% of the tendered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

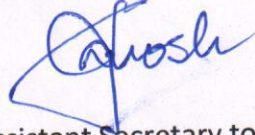
4. Henceforth, necessary provision shall be incorporated in all Notice Inviting Tenders and shall be part of the Contract Agreement.

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 :

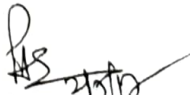
1. The following Account bearing No. 000605030134 opened at ICICI Bank, 22, RN Mukherjee Road Branch, Kolkata may be treated as the **Pooling Account** of the Performance Bank Guarantee of all pure State Government Offices (except PSUs / autonomous and Statutory Bodies, Local Bodies, etc.)

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, _____
11. Sub-Divisional Officer, _____
12. Block Development Officer, _____
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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.



Assistant Secretary to the
Government of West Bengal