

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

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

Dated: 12.09.2017

NOTIFICATION

WHEREAS it is deemed expedient to do so;

NOW, THEREFORE, the Governor is pleased to make partial modification in the **West Bengal Form No.: 2911/2911(i)/2911(ii)**(hereinafter referred to as Printed Tender Form), in cancellation of earlier notification no. 177-CRC/2M-57/2008 dated 12/07/2012, in the manner mentioned here under:-

(1) Clause 17 of CONDITIONS OF CONTRACT of the Printed Tender Form shall be substituted by the following: -

'Clause 17 - If the contractor or his workmen or servants or authorized representatives shall break, deface, injure, or destroy any part of building, in which they may be working, or any building, road, road-curbs, fence, enclosure, water pipes, cables, drains, electric or telephone posts or wires, trees, grass or grassland or cultivated ground contiguous to the premises, on which the work or any part of it is being executed, or if any damage shall happen to the work from any cause whatsoever or any imperfection become apparent in it at any time whether during its execution or within a period of **three months or one year or three years or five years, as the case may be (depending upon the nature of the work as described in the explanation appended hereto) hereinafter referred to as the Defect Liability Period**, from the actual date of completion of work as per completion certificate issued by the Engineer-in-Charge, the contractor shall make the same good at his own expense, or in default, the Engineer-in-Charge may cause the same to be made good by other workmen and deduct the expense (of which the certificate of the Engineer-in-Charge shall be final and binding on all concerned) from any sums, whether under this contract or otherwise, that may be then, or at any time thereafter become due to the contractor from the Government or from his security deposit, either full, or of a sufficient portion thereof and if the cost, in the opinion of the Engineer-in-Charge (which opinion shall be final and conclusive against the contractor), of making such damage or imperfection good shall exceed the amount of such security deposit and/or such sums, it shall be lawful for the Government to recover the excess cost from the contractor in accordance with the procedure prescribed by any law for the time being in force.

Provided further that the Engineer-in-Charge shall pass the "**Final Bill**" and certify thereon, within a period of **thirty days** with effect from the date of submission of the final bill in **acceptable form** by the contractor, the amount payable to the contractor under this contract and shall also issue a separate completion certificate mentioning the actual date of completion of the work to the contractor within the said period of **thirty days**. The certificate of the Engineer-in-Charge whether in respect of the amount payable to the contractor against the "**Final Bill**" or in respect of completion of work shall be final and conclusive against the contractor. However, the security deposit of the work held with the Government under the provision of **clause 1** hereof shall be refundable to the contractor in the manner provided here under:-

(a) For work with **three months Defect Liability Period:**

- (i) **Full** security deposit shall be refunded to the contractor on expiry of **three months** from the actual date of completion of the work.

(b) For work with **one year Defect Liability Period:**

- (i) **Full** security deposit shall be refunded to the contractor on expiry of **one year** from the actual date of completion of the work.

(c) For work with **three years Defect Liability Period:**

- i) **30%** of the security deposit shall be refunded to the contractor on expiry of **two years** from the actual date of completion of the work;
- ii) The balance **70%** of the security deposit shall be refunded to the contractor on expiry of **three years** from the actual date of completion of the work;

(d) For work with **five years Defect Liability Period:**

- i) **No** security deposit shall be refunded to the contractor for 1st 3 years from the actual date of completion of the work;
- ii) **30%** of the security deposit shall be refunded to the contractor on expiry of **four years** from the actual date of completion of the work;

- iii)** The balance **70%** of the security deposit shall be refunded to the contractor on expiry of **five years** from the actual date of completion of the work;

Explanation :

The word '**work**' means and includes road work, bridge work, building work, sanitary and plumbing work, electrical work and/or any other work contemplated within the scope and ambit of this contract. For

- (i)** The work of patch repair or patch maintenance in nature or a combination thereof, the Defect Liability Period of the work shall be **three months** from the actual date of completion of the work.
- (ii)** Thorough Bituminous Surfacing work with bituminous thickness less than 40 mm, Repair & Rehabilitation of any road / bridge / culvert / building / Sanitary & Plumbing work, the Defect Liability Period of the work shall be **one year** from the actual date of completion of the work;
- (iii)** Extension of building / bridge / culvert, Construction of new flexible pavement up to bituminous level which has been designed for a period of 3 years or more, Widening and strengthening of flexible pavement designed for a period of 3 years or more, Improvement of riding quality / Strengthening of flexible pavement designed for a period of 3 years or more; Providing only mastic asphalt layer over existing bituminous surface without providing bituminous profile corrective course / bituminous base course, the Defect Liability Period of the work shall be **three years** from the actual date of completion of the work;
- (iv)** Construction of new building / new bridge / new culvert, Reconstruction of building / bridge / culvert including construction of approach roads for bridge / culvert, Construction of rigid pavement, Reconstruction of rigid pavement, Construction of new flexible pavement covered by mastic work which has been designed for a period of 5 years or more, Widening and strengthening of flexible pavement covered by mastic work which has been designed for a period of 5 years or more, Improvement of riding quality / Strengthening of flexible pavement covered by mastic work which has been designed for a period of 5 years or more, the Defect Liability Period of the work shall be **five years** from the actual date of completion of the work;

(2) The following paragraph shall be added to the **Interpretation Clause** of **CONDITIONS of CONTRACT:-**

"The word 'Government' means the Government of the State of West Bengal in Public Works Department."

This bears concurrence of Group-T of Finance (Audit) Department vide their U.O. No.417 Dated 22.08.2017:

This notification will take immediate effect.

By order of the Governor,

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

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

Dated:12.09.2017

Copy forwarded for information to:

1. The Accountant General (A & E), West Bengal, AP Section, Treasury Buildings, Kolkata – 1.
2. The Accountant General (Audit), West Bengal,
3. The Accountant General (RW / LBA), West Bengal, C.G.O.Complex, 3rd MSO Building, Sector - I, Block - DF, 5th Floor, Bidhannagar, Kolkata – 64.
4. The Principal Secretary, Finance Department.
5. The Principal Secretary, Public Works Department.
6. The Managing Director, West Bengal Highway Development Corporation, HRBC Bhaban, Munshi Premchand Sarani, Kolkata – 700021.
7. The Engineer-in-Chief & Ex-Officio Secretary, Public Works Department.
8. The Finance Department, Group – 'T'.
9. The Finance Department. Group – 'N'
10. The Financial Adviser, Public Works Department.
11. The Joint Secretary, Project & Co-ordination / Works / Administration, Public Works Department.
12. The Technical Secretary, Public Works Department.

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

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

Dated:12.09.2017

Copy forwarded for information to :-

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

Sdf

Joint Secretary (Roads),
Public Works Department

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

Dated:12.09.2017

Copy forwarded for information and necessary action to :-

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

He is requested to upload the Circular in PWD website.

Abhishek

Joint Secretary (Roads),
Public Works Department