



Government of West Bengal
Irrigation & Waterways Department
Jalasangraha Bhavan, 1st Floor, Western Block
Bidhannagar, Salt Lake City, Kolkata 700 091

No. 09 - W/2017-18

Dated, 20th July, 2017

Memorandum

Sub: Additional Performance Security for works tenders in the Irrigation & Waterways Department.

It has been observed recently that in some works tenders in the Irrigation & Waterways Directorate, bids have been received at much lower rate in comparison with the estimated amounts put to tender, which leads to a doubt regarding the quality and proper execution of the work for which such bids have been received.

In order to safeguard the interest of Government, the Governor is pleased to introduce "Additional Performance Security" for the cases as mentioned below in works tenders in the Irrigation & Waterways Directorate with immediate effect.

The "Additional Performance Security" shall be obtained from the successful L1 bidder, if the accepted bid value is below 20% of the estimated amount put to tender.

This Additional Performance Security shall be equal to 10% of the tendered amount i.e the L1 bid price.

The Additional Performance Security shall have to be submitted by the selected bidder after issuance of Letter of Acceptance / Letter of Invitation (LoA/LoI) and before Award of Contract (AoC) in the form of "Bank Guarantee" of any Scheduled Bank, payable at Kolkata or / in West Bengal, as per enclosed format (Annexure). If the bidder fails to submit the Additional Performance Security within seven working days from the date of issuance of LoA/LoI, its Earnest Money Deposit (EMD) will be summarily forfeited.

The said Bank Guarantee (BG) shall have to be valid up till the end of the contract-Agreement period including extended time period till 100% physical completion of work in all respects and shall be renewed accordingly if required. The said Bank Guarantee shall remain in custody of the DDO & Executive Engineer in-charge of the work, which shall be returned to the bidder/contractor immediately after successful physical completion of the work as per contract.

If the bidder fails to complete the work successfully, this Additional Performance Security shall be forfeited at any time during the pendency of the contract period after serving suitable notice to the contractor/bidder agency.

Necessary provisions regarding deduction of security deposit from progressive bills of the contractor in respect of the tendered work shall be governed as per relevant clauses of the tender contract-Agreement which will in no way be affected / altered due to this Additional Performance Security.

Henceforth, necessary provisions shall be incorporated in all notice inviting tenders for all works in the Irrigation & Waterways Directorate and shall be an integral part of the contract agreement.

This order shall have to be brought into immediate effect by inserting suitable corrigendum in the NIT if the last date of bid submission is more than three working days from date of issuance of this Notification.

Necessary modifications in the Irrigation & Waterways Departmental code will be made in due course.

This order is issued with a concurrence of Finance (Audit) Department, **Group-T vide their U.O No. Group T/2017-18/0290 dated 13.07.2017.**

All concerned are being informed.

Encl: Annexure (2 sheets)

By order of the Governor,

Sd/-
(K. Chattopadhyay)
Secretary to the
Government of West Bengal

Memo No. 223/1(2) - IB
IW/O/IB-Misc-38/2011(Pt.IV)

Dated, 20th July, 2017

Copy forwarded for information to:

P.S to Hon'ble Minister-in-Charge
Irrigation & Waterways Department

Encl: Annexure (2 sheets)

Sd/-
(A. Ghosh)
Deputy Secretary to the
Government of West Bengal

Memo No. 223/2(3) - IB

Dated, 20th July, 2017


Copy forwarded for information to:

1. P.A to Principal Secretary
Finance Department
Government of West Bengal
NABANNA
325, Sarat Chatterjee Road
Howrah 711 102
2. P.A to Principal Secretary
Public Works Department
NABANNA
325, Sarat Chatterjee Road
Howrah 711 102

Sd/-

3. P.A to Principal Secretary
Irrigation & Waterways Department

Encl: Annexure (2 sheets)



(A. Ghosh)
Deputy Secretary to the
Government of West Bengal

Memo No. 223/3(4) - IB

Dated, 20th July, 2017

1. Principal Accountant General (A&E), West Bengal
Treasury Buildings, 2, Government Place (West)
Kolkata 700 001
2. Accountant General (Audit), West Bengal
Treasury Buildings, 2, Government Place (West)
Kolkata 700 001
3. Accountant General, West Bengal
Economics & Revenue Sector Audit
5th Floor, MSO Building, CGO Complex
Block DF, Sector-I, Bidhannagar, Kolkata 700 064
4. Financial Advisor
Irrigation & Waterways Department

Encl: Annexure (2 sheets)


(A. Ghosh)
Deputy Secretary to the
Government of West Bengal

Memo No. 223/4(7) - IB

Dated, 20th July, 2017

Copy forwarded for information and necessary action to:

1. Chief Engineer (South)
Irrigation & Waterways Directorate
2. Chief Engineer (West)
Irrigation & Waterways Directorate
P.O Sadhanpur (Near Polytechnic)
District Burdwan
Pin 713 101
3. Chief Engineer (South West)
Irrigation & Waterways Directorate
Khusjungle, P.O Abas, District Paschim Medinipur
Pin 721 102
4. Chief Engineer (North)
Irrigation & Waterways Directorate
Netaji More Market Complex, 3rd Floor
Saraju Prasad Road
Netaji More, Malda 732 101
5. Chief Engineer (Design & Research)
Irrigation & Waterways Directorate



6. Chief Engineer (North East)
Irrigation & Waterways Directorate
Club Road, P.O & District Jalpaiguri
Pin 735 101
7. Chief Engineer, Teesta Barrage Project
Irrigation & Waterways Directorate
Teesta Sech Bhavan
2nd Mile, Sevoke Road
Siliguri, District Darjeeling
Pin 734 001

Encl: Annexure (2 sheets)

Sd/-
(A. Ghosh)
Deputy Secretary to the
Government of West Bengal

Memo No. 223/5(3) - IB

Dated, 20th July, 2017

Copy forwarded for information and necessary action to:

1. Executive Engineer
DVC Study Cell & Nodal Officer e-Tender
Irrigation & Waterways Directorate
2. Shri P. Mathai, Scientist NIC
e-Tender State Level Help Desk
Government of West Bengal
Jalasampad Bhavan, Salt Lake
3. Shri S. Saha
Executive Engineer
Irrigation & Waterways Directorate

He is requested to upload this Memorandum of the departmental website www.wbiwd.gov.in under the heading "**Additional Performance Security for works contracts**".

Encl: Annexure (2 sheets)

A. Ghosh
(A. Ghosh)
20.7.2017
Deputy Secretary to the
Government of West Bengal

Annexure

SPECIMEN FORMAT FOR THE BANK GUARNATEE FOR ADDITIOANAL PERFORMANCE SECURITY DEPOSIT

To,

..... (Designation of Engineer-in-Charge)

..... (Office address of Engineer-in-Charge)

WHEREAS (name and address of Contractor) (hereafter called "the Contractor") has undertaken, in pursuance of Contract No: dated to execute (name of Contract and brief description of Works) (hereinafter called "the 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 not withstanding 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.

Wd

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.

