



Phone :- 03582 – 228305

GOVT. OF WEST BENGAL
IRRIGATION & WATERWAYS DIRECTORATE
Office of the Executive Engineer
Cooch Behar Irrigation division
Debibari, P.O.:- Cooch Behar
District :- Cooch Behar, Pin. – 736101

1st Corrigendum to NOTICE INVITING e-TENDER No. WBIW/EE/COB/NIT-08(e)/2017-18

Tender ID: 2017_IWD_119633_1 to 2017_IWD_119633_2

This is for general information that, some addition is to be incorporated as per memorandum vide no. 09-W/2017-18 Dated 20.07.2017 of the Secretary to the Government of west Bengal for " Additional Performance security" in order to safeguard the interest of Government as additional terms and conditions along with the above Notice Inviting e-Tender Circulated vide T.O.No. 1024 dated 12.07.2017 which are to be added as follows;

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.

The 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/Lol) and before Award of contract (AoC) in the form of "Bank guarantee" of any schedule 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/Lol, 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 refunded 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.

All other Terms and conditions will remain unchanged.

Sd/- 25.7.17
Executive Engineer

Cooch Behar Irrigation Division
Debi bari, Cooch Behar

Memo: 1079 (14)
Copy forwarded to the:-

Date: 25.7.17.

1. Chief Engineer, I & W Dte, North East, Club Road , Jalpaiguri. (in duplicate)
2. Superintending Engineer, North East Irrigation Circle-I, Debibari, Coochbehar (in duplicate)
3. Superintending Engineer & P.A. to the Chief Engineer, North East, Club Road , Jalpaiguri.
4. District Magistrate, Cooch Behar.
- 5-7. Executive Engineer, Jalpaiguri/Siliguri/Alipurduar Irrigation Division
8. Nodal officer of e-Tendering. Irrigation & Waterways Department Jalsampad Bhawan, 7th Floor, Salt Lake City, Kolkata-700091 with the request to upload this NIT in the Departmental website:- wbiwd.gov.in (Sent to the e-mail : dvcsc6816@gmail.com)
- 9-12. Sub-Divisional Officer, Cooch Behar Irrigation /Tufanganj / Mathabhanga Irrigation Sub- Division and Cooch Behar Investigation Sub-Division No-I.
13. Sr. Divisional Accounts Officer, Cooch Behar Irrigation Division.
14. Office Notice Board.

Sd/- S.K. Saha

Executive Engineer
Cooch Behar Irrigation Division
Debi bari, Cooch Behar

Memo:

Date:

Copy submitted to the Hon'ble Sabhadhipati Cooch Behar Zilla Parisad, Cooch Behar.

Sd/- S.K. Saha

Executive Engineer
Cooch Behar Irrigation Division
Debi bari, Cooch Behar

(Enclosure to I&WD G.O No. 223-IB dated 20.07.2017)

Annexure

SPECIMEN FORMAT FOR THE BANK GUARANTEE FOR ADDITIONAL PERFORMANCE SECURITY DEPOSIT

To,

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

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

WHEREAS (name and address of Contractor) (hereafter called "the Contractor") has undertaken, in pursuance of Contract No: dated to execute (name of Contract and brief description of Works) (hereinafter called "the 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.

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.

