

**Office of the Superintending Engineer
Mayurakshi Canal Circle
Irrigation & Waterways Directorate**

Memo no. 648

CORRIGENDUM

Dated : 26.07.2017

CORRIGENDUM NO. 1 AGAINST Short e-NIT No - WBIW/SE/MCC/NIT-10(e)/2017-18, Sl. 1

Tender ID :- 2017_IWD_121440_1

IN NIT Page no. 5

Kindly read -

On Page no. 5 of 24 for

B. My Document [OID* Cover] containing:

My Document Format for uploading in OID folder:- on Sl. D Column details as -

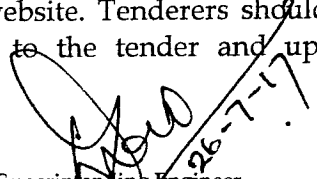
D	Financial credential		Profit & Loss account audited balance sheets with annexure containing the appropriate designated Forms 3CA/ 3CD/3CB, as applicable with annual Turn Over for 2015-16, 2014-15, 2013-14 within the zone of consideration. If audited balance sheet with Form 3CA/ 3CD/3CB, P/L A/c. for the year 2016-17, is available, then zone of consideration will be 2016-17, 2015-16 & 2014-15	
---	----------------------	--	--	--

Instead of

D	Financial credential		Profit & Loss account audited balance sheets with annexure containing the appropriate designated Forms 3CA/ 3CD/3CB, as applicable with annual Turn Over for last three years within the zone of consideration.	
---	----------------------	--	---	--

All other terms & conditions will remain unchanged until further order.

Note : Contractors / Bidders are to keep tracks in the website. Tenderers should specially take note of all the addendum/corrigendum related to the tender and upload the latest documents as part of the tender.


 Superintending Engineer
 Mayurakshi Canal Circle
 Suri, Birbhum

Continued...

ADDENDUM NO. 1

In Additional terms and condition of the above **Short e-NIT No - WBIW/SE/MCC/NIT-10(e)/2017-18** **The following clause has included as clause no. 28**

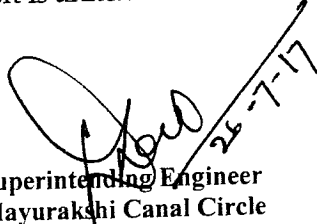
The Additional Performance Security" shall be obtained from the successful L1 bidder, if the accepted bid value is below 20% of the estimated amount put to tender. This Additional Performance Security shall be equal to 10% of the tendered amount i.e. L1 bid price.

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 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/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 provision 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. This clause i.e, clause 28 included as per Memorandum circulated by Irrigation & Waterways Department, Govt. of West Bengal, vide Memo No. 09-W/2017-18, dated:- 20th July, 2017

Specimen format for the Bank Guarantee for additional performance security deposit is annexed Herewith.


26-7-17
Superintending Engineer
Mayurakshi Canal Circle
Suri, Birbhum

(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:

NOWHEREFORE 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

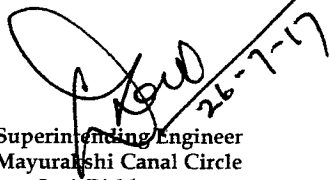
The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch (within West Bengal only to be accepted) should be mentioned on the covering letter of issuing Branch

Memo No. 648/1(11)

Date: 26.07.2017

Copy with enclosure forwarded for information and taking necessary action for wide publication to the:-

01.	Chief Engineer(North), Netaji More Market Complex, 5rd Floor, Saraju Prasad Road, Dist. Malda, Pin-732101
02.	Superintending Engineer, North Irrigation Circle I, Malda, Dist - Malda.
03.	Superintending Engineer, North Irrigation Circle II, Berhampore, Dist - Murshidabad.
04.	The District Magistrate, Birbhum, Siuri, Birbhum.
05.	The Sabhadhipati, Birbhum Zilla Parishad, Birbhum.
06.	Nodal officer of e-Tendering, Irrigation & Waterways Department Jalasampad Bhawan, 7th Floor, Salt Lake City, Kolkata-700091.
07-09.	Executive Engineer, Mayurakshi Head Quarters Division / Mayurakshi North Canals Division / Mayurakshi South Canals Division
10.	Notice Board, Mayurakshi Canal Circle, Suri, Birbhum.
11.	Guard File, Mayurakshi Canal Circle, Suri, Birbhum.


26-7-17
Superintending Engineer
Mayurakshi Canal Circle
Suri, Birbhum