

### Government of West Bengal Irrigation & Waterways Directorate Office of the Executive Engineer Siliguri Irrigation Division

26, Nabin Sen Road, Mahanandapara P.O. Siliguri – 734001, Dist. Darjeeling

Memo No. 307 Dated 19/04/2018

#### **NOTICE INVITING TENDER**

#### NO. 1 (M) OF 2018-19 OF EXECUTIVE ENGINEER, SILIGURI IRRIGATION DIVISION, SILIGURI

Separate tenders are being invited by the Executive Engineer, Siliguri Irrigation Division, 26, Nabin Sen Road, P.O. Siliguri, Dist. Darjeeling, Irrigation & Waterways Directorate on behalf of the Governor of West Bengal, for the works mentioned in the list given from eligible and resourceful contractors/bidders having sufficient credential and financial capability for execution of works of similar nature.

The intending tenderers should apply for tender paper in the office of the Executive Engineer addressing to the Executive Engineer, Siliguri Irrigation Division, 26, Nabin Sen Road, P.O. Siliguri, Dist. Darjeeling.

### Last date & time for application of tender is on 24/04/2018 till 16.00 hours.

The intending bidder/contractor must read the Terms & Conditions contained in the Notice Inviting Tender (NIT) carefully. He/she should particularly go through the eligibility criteria, and satisfy himself/herself of the mandatory requirements. Contractors/bidders desirous of participating in the tender may submit their application for the work only if they fulfill the minimum eligibility criteria and are in possession of all the required documents.

#### **Eligibility for participation :-**

Bonafide Indian Organisations/ Firms /Companies, State Registered Co-operative Societies, Registered Indian Companies/Firms being the contractors/bidder of equivalent grade or class registered with the Union, State Governments /Govt. Undertakings with proven credentials in execution of engineering construction and procurement projects not otherwise blacklisted or debarred by order on the date of publication of NIT are eligible to participate subject to fulfilling the criteria laid down in the subsequent paragraph. Consortiums and Joint Ventures are not allowed to participate in tenders of value up to Rs. 45.00 lakh

#### Participation in more than one serial of work out of list of works in the e-tender notice.

Any contractor/bidder may bid for a maximum of 50% of the total number of works (Serial of works if a number of works have been tendered in the same NIT) rounded up to next higher integer, published in any particular NIT, subject to a maximum of three, depending on his/her PQ work credential and financial capabilities, details of which have been explained later.

- 1) Tender documents to be submitted in the tender box in the office of the Executive Engineer, Siliguri Irrigation Division, 26, Nabin Sen Road, P.O. Siliguri, Dist. Darjeeling as per scheduled time and & date of original NIT.
- 2) a) Separate Tender should be submitted for each Work, as per attached List, in sealed cover inscribing the NIT No., Sl. No. and Name of the Work on the envelope and addressing to the Executive Engineer, Siliguri Irrigation Division, 26, Nabin Sen Road, P.O. Siliguri, Dist. Darjeeling.
  - b) Submission of Tenders by Post or FAX or through Internet is not allowed.
- 3) The Tender Document and other relevant Particulars (if any) may be seen by the intending Tenderers or by their duly authorized representative during office hours between 11.00 A.M. And 4.00 P.M. on every working day, till the date of issue of tender papers in the office of the Executive Engineer, Siliguri Irrigation Division, 26, Nabin Sen Road, P.O. Siliguri, Dist. Darjeeling. Any tenderer may send his authorized representative to attend interview, bid or any other purpose allowed by tender accepting authority. Such authorization must be submitted in stamped paper in presence of 1<sup>st</sup> class Judicial Magistrate or Notary Public.

#### 4. Documents to be submitted along with the application of tender paper

SI. No.	Folder name	Details	Remarks	if any
A	Company	<ol> <li>Latest Professional Tax Payment Certificate (PTPC) or PT payment challan for current financial year or Government Order for exemption in other States, if applicable.</li> <li>Valid PAN Card in the name of bidder organisation</li> <li>Valid GST Identification number (GSTIN) document under the relevant GST Acts &amp; Rules of State Govt.</li> <li>Income Tax Return under IT Act of immediate preceding financial year.</li> </ol>		
В	Details	<ol> <li>For Proprietorship Firms, Partnership Firms, Registered Company, Registered Co-operative Society, (Valid Trade License/ acknowledgement/Receipt of application for Trade License/Revalidation as applicable under the Rules) OTHER REQUIREMENTS:-</li> <li>For Partnership Firms (Legally valid Partnership Deed, Form-VIII/ Memorandum of Registration of Registrar of Firms, as applicable)</li> <li>For Companies (Incorporation Certificate, Memorandum of Articles of ROC, List of current owners/ Directors/Board Members)</li> <li>For State Registered Co-operative Societies: (Society Registration certificate from ARCS of the State, Society by-laws, latest available Auditor's Report of Directorate of Cooperative Audit within proceeding five years as per Societies Act &amp; Rules)</li> <li>For Proprietorship Firms, Partnership Firms, Registered Company, Registered Co-operative Society, (Valid Trade License/ acknowledgement/Receipt of application for Trade License/Revalidation as applicable under the Rules) OTHER REQUIREMENTS:-</li> </ol>		
С	Credential	<ol> <li>BOQ and work order/ Award of Contract duly authenticated by issuing authority.</li> <li>Pre-Qualification Work credential of one 100% completed work</li> <li>as desired in the NIT as the Completion Certificate (CC) duly authenticated by appropriate authorities.</li> </ol>		
D	Financial Info	All 100% Payment Certificates of competent authorities during preceding three FY or, IT Return of bidder in thee FY ,or Audited Profit & Loss Accounts statement of three financial years within the zone of receding five financial years.		

4) a) Intending Tenderers should apply for Tender Papers addressing to the Executive Engineer, Siliguri Irrigation Division, 26, Nabin Sen Road, P.O. Siliguri, Dist. Darjeeling in their respective Letter Heads enclosing self-attested copies of the following documents, originals of which are to be produced at the time of Application of Tender Paper, as well as during interview (if any).

- i. P.A.N., GST & P. Tax valid at least up to the date of opening of the Tenders. Application for such clearance addressed to the competent authority, subject to production of authenticated receipt, may also be considered.
- ii. Completion Certificates/Payment Certificate (s) for the single similar nature of single work worth at least 30% of the value of the Work for which Tender Paper is desired, executed within last 5 (five) years (to be determined from the actual year of completion, considering last financial year as Year-1).
- iii. Declaration by the Applicant to the effect that there is no other applications for Tender Paper for work in this N.I.T. in which he / she / they has / have common interest. Failure to produce any of the above Documents may be considered good and sufficient reason for non-issuance of Tender Paper.
- iv. Eligibility certificates issued by the ARCS for Engineer's Co-operative and Labour Co-operatives.
- v. Partnership Deed(for Partnership Firms) and registration from the Register of Firms. Deed of Consortium/Partnership firm, and documents for their registration in the form of certified copy of 'Form No. VIII,' issued under the Indian Partnership Act, 1932 (Act-IX of 1932) by the Registrar of Firms, West Bengal having their registered office at P-15 India-Exchange Place, Todi-Mansion, 10th Floor, Kolkata 700001.
- vi. In case a contractor/bidder is yet to receive Form No. VIII, a "Memorandum" issued from the above office may also be accepted. However, consortiums submitting the Memorandum are also required to submit an undertaking in plain paper along with their application in Forms 1 & 2 and upload its scanned copies in pdf pledging that "Copy of Form No. VIII would be submitted to the Tender Inviting Authority before receiving final payment, in case found to be the lowest bidder L1 and the work is awarded in its favour. Any change in the constituent of the Consortium/Partnership Firm should also be intimated to the office of the Registrar of Firms, Kolkata prior to submission of application in the e-tender and a certified copy of the revised Form No. VIII showing changes in its constituents are required to be submitted. If the Consortium is yet to receive a certified copy of the revised Form No. VIII, it would be required to submit the aforesaid undertaking on-line along with the application.
- b) (i) Completion Certificates (CC) for 100% completed works (Gross 100% final billed value) within last five financial years will only be accepted as valid PQ credential of work. Incomplete ongoing work shall not be considered for valid PQ work Credential. Payment Certificate without containing other mandatory details as required in standard Completion Certificate formats of the PQ work credential shall not be treated as valid CC.
- ii. CC should preferably contain the name, postal address, contact Telephone No. and FAX and e-mail ID, of the office and designation of the officer/ authority issuing the CC for the work along with the name of work and amount put to tender (Tender Value). Illegible certificates if issued, incomplete contact details making it time consuming for verification purposes of CC outside the jurisdiction of the State and those having incomplete information may be rejected.
- iii. Completion Certificates (CC) of previous works successfully completed in the Irrigation & Waterways Directorate will be considered. CC of 100% completed works executed in any other State / Central Government Ministry / Department / Organisation / Govt. Undertaking / Govt. Enterprises or Nationalised Institutions or Local Government Bodies(Municipalities, Zilla Parishad & Panchayat Samities within West Bengal, will also be considered as valid PQ work credential. Such CC are to be issued by an officer/authority not below the rank of Executive Engineer / Divisional Engineer / District Engineer/Project Manager of the State/Union Government Departments/ Organisations; authorised

signatories of CC for Panchayat Samities and Municipalities shall be the BDO & Executive Officers or equivalent administrative officers respectively. It is desirable to have telephone and FAX or e-mail addresses of the signatory of the CC for all offices outside West Bengal for verification purposes.

#### iv. Guidelines for ascertaining similarity in nature of works

- A. Following major items having weightage of 25% or more in terms of monetary value in respect of amount put to tender for a work are to be identified and monetary value of each of the major item is to be calculated for any particular work listed in the e-NIT by summing up the associated items of the BOQ coming up under any of the major items as described below:
- a. Earthwork (Type A): Earthwork in dry excavation in irrigation canals / drainage channels or in making of embankments on river / sea front / drainage channels / irrigation canals from borrow pit earth or transported earth, by manual / mechanical means including leads, lifts, and disposal / transportation etc.
- b. Earthwork (Type B): Earthwork is wet excavation in flowing channels/rivers/reservoirs by barge/pontoon mounted excavators including all leads & lifts and disposal/transportation etc.
- c. Brickwork /Boulder Masonry Work: Brickwork/boulder masonry work and cement plaster, excluding brick block pitching and similar works.
- d. Concrete work (other than for Buildings & Roads): RCC, PCC of all grades with reinforcement steels of concrete in hydraulic structures (i.e. structures on or across rivers / streams or jhora/ sea fronts/ drainage channels / irrigation canals excluding C.C block pitching / lining works) including Formwork and staging etc complete.
- e. Structural Steel works: All types of structural steel works including M.S Sheet piles supply, fabrication, erection / installation etc. complete.
- f. Protection work (Type A): C.C blocks / Cement concrete lining/toe walls/boulders of all kind, dry brick pitching / brick block pitching/boulder pitching/loose boulder apron/crated boulder dumping/brick bat dumping for sausage or aprons or under water scour depth filling by boulders / brick bats in geo-bags / nylon crated bags/laying of inverted filters below pitching (conventional or geo-jute or geo-synthetics) including supply, carriage and laying at site etc complete.
- g. Protection work (Type B): Protection work with bullah and bamboo, porcupine cages / groynes or spurs and marginal embankments or levees, pitching by geo bags or polythene bags or crated polythene bags, including supply, carriage, placing / driving in position at site.
- h. Road work (Type A): All items related to construction / renovation /improvement of bituminous roads/rigid & concrete pavements etc.
- i. Road work (Type B): All types of fair weather roads involving use of boulder/brick bats/jhama bats/river bed materials/moorum etc.
- j. Building works: All items related to brickwork, cement concrete work including reinforcement steel, scaffolding staging and shuttering, plastering, painting and flooring of buildings etc.
- B. If value of summation of those items contained in the BOQ or gross completed bill value of the CC (excluding contractual rate), related to at least one of the major

items stated in the financial requirements at column 8 of the list of works is equal to or exceeds the amount of any one of financial requirements specified at column 8, the CC of that work may be considered as similar nature of work subject to fulfillment of the following conditions:

- a. After summation, the value may further be multiplied by the factors stated in the table under clause 7 (ii) to take care of the inflationary factors.
- b. Whenever credential of individual entities of a Consortium is considered, multiplying factor of 0.30 stated in Clause 7 (iv) (B) should be considered as 0.90 of combined values of the BOQ, or gross combined final values of each of CC of the individual entities satisfy the requirement stated in Clause 7 (iv) C(a) above.

Eligibility criteria for participating in more than one tender in a NIT Normally separate Completion Certificate (CC) of 100 % completed works is to be provided for participation in separate works in a particular NIT. However CC for one particular work may be considered as eligible for participation in maximum 2 nos of SI, provided required credential for two such works (to be arithmetically added for identical major works) satisfies the requirements in all respect for one such completion certificate.

Monetary value (Amount put to tender without considering contractual rate) of the 100% completed work or gross final bill value (excluding contractual rate) including supplementary/substitute supplementary, as the case may be, thus submitted will be further multiplied by the following factors to take care of the inflationary effect to arrive at the net notional amount.

Year	Description	Multiplying factor to arrive at net notional amount				
Current	-	1.00				
1st	1 year preceding the current financial year	1.08				
2nd	2 years preceding the current financial year	1.16				
3rd	3 years preceding the current financial year	1.26				
4th	4 years preceding the current financial year	1.36				
5th	5 years preceding the current financial year	1.47				

Gross notional amount calculated from Completion Certificate (CC) of a single works contract 100% completed within the zone of immediate preceding five financial years as on the date of this NIT, issued in favour of the contractor/bidder /agency/Firm/Registered Cooperative Society for a similar work defined in the tender should be at least 30% of the amount put to tender (Tender Value) for the work it is bidding. The power to decide on the criteria of similarity rests without any prejudice, solely with the Tender Accepting Authority which shall be stated in column 7 of the List of Works.

#### Eligibility criteria for participating in more than one serial of work in an e-NIT

Normally, separate BOQ and Completion Certificate (CC) of 100% completed different works are to be provided by a bidder as PQ work credential for participation in separate works in a particular NIT. However, BOQ and CC for one particular work may be considered eligible for participation in maximum two numbers of serials of work in the same NIT, provided requisite PQ work credential vis-a-vis PQ work credential (both work as well as financial capacity) desired in column 7 of the 'List of Works' for two works being bid by the same bidder is to be arithmetically added and satisfies the requirement in all respect from one such CC submitted in both the serials.

# 8. Penalty for suppression / distortion of facts and withdrawal of L1 bidder before acceptance of LOI

If any contractor/bidder fails to physically produce the originals of documents (especially Bank Guarantee and 100% Completion Certificates), or any other document on demand by the Tender Inviting Authority which were submitted as with their bid within a specified time frame, arising due to any material deviation detected in the submitted copies, and leading to specific doubts which could not be cleared by enquiry from issuing authority of these documents, or if there is any suppression/distortion/falsification noticed/detected/ pointed out at any stage of the e-tender process prior to signing of Contract-Agreement or the issuance of LOA or AOC, the Tender Inviting Authority will immediately bring the matter to the notice of the concerned Chief Engineer and the contractor may be suspended from participating in all future tenders of I&WD as per approval of the Suspension Committee/ Debarment Committee for a maximum period up to 3 (Three) years. In addition, his/her EMD of the tender will stand forfeited by the Government. The concerned Chief Engineer then will issue the necessary suspension order in writing with intimation to the defaulting contractor, other Chief Engineers, Centralized e-Tender Cell and also the Government in the Irrigation & Waterways Department. Copy of all suspension orders/Departmental debarment orders should invariably be communicated to the Nodal Officer, e-Governance Cell of the Department with a request for uploading the order in the Departmental website under the link "List of debarred/blacklisted contractors". Penal measures in regard to various offenses shall be guided in terms of the Departmental Notifications/Orders and as a Rule this would be considered a part of the tender document.

#### PROCEDURE FOR SUSPENSION AND DEBARMENT OF SUPPLIERS/ CONTRACTORS

#### A. SCOPE:

The procedure as laid down in subsequent paragraphs shall govern the suspension/debarment of suppliers, contractors and consultants ("Contractors" for brevity) involved in Government procurement for offenses or violations committed during competitive bidding and contract implementation, or even later for the works under Irrigation & Waterways Department, Government of West Bengal.

# B. PROHIBITION ON SUSPENDED / DEBARRED PERSONS / ENTITIES TO PARTICIPATE IN THE BIDDING OF GOVERNMENT PROJECTS / CONTRACTS OF THE DEPARTMENT

A person / entity that is suspended / debarred by a procuring entity shall not be allowed to participate in any procurement process under Irrigation & Waterways Department during the period of suspension / debarment unless the same has been revoked by the competent authority.

A Joint Venture or Consortium which is suspended / debarred or which has suspended / debarred member/s and/or partner/s as well as a person/entity who is a member of suspended / debarred Joint Venture or Consortium shall, likewise, not be allowed to participate in any procurement process under Irrigation & Waterways Department during the period of suspension / debarment unless the same has been revoked.

#### Suspension Committee (Committee competent for issuing Suspension Order):

"Suspension Committee" will be comprising of i) Concerned Chief Engineer of the jurisdiction of work involved as Chairperson and Convener, ii) SE attached to the Chief Engineer as Member and iii) Concerned Superintending Engineer of the respective Circles as Member.

For River Research Institute & Dam Safety Organisations, the concerned Chief Engineer, Irrigation & Waterways Directorate will act as Chairperson and the Directors as Member cum Convenor of the Suspension Committee as stated above

#### **GROUNDS FOR SUSPENSION AND DEBARMENT**

- i. Submission of eligibility requirements containing false information or falsified documents.
- ii. Submission of Bids that contain false information or falsified documents, or the concealment of such information in the Bids in order to influence the outcome of eligibility screening or any other stage of the bidding process.
- iii. Unauthorised use of one's name/digital signature certified for purpose of bidding process.
- iv. Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his favour.
- v. Refusal or failure to post a self-declaration to the effect of any previous debarment imposed by any other Department of State Government and / or Central Government.
- vi. All other acts that tend to defeat the purpose of the competitive bidding such as lodging false complain about any bidder, lodging false complain about any officer duly authorised by the Department, restraining any interested bidder to participate in the bidding process etc.
- vii. Assignment and subcontracting of the contract or any part thereof without prior written approval of the procuring entity.
- viii. Whenever adverse reports related to adverse performance, misbehaviour, direct or indirect involvement in threatening, making false complaints etc damaging the reputation of the Department or any other type complaint considered fit by the competent authority of the Department are received from more than one officer or at more than one occasion from individual officer.
- ix. Refusal or failure to post the required performance security/earnest money within the prescribed time without justifiable cause.
- x. Failure in deployment of technical personnel, engineers and / or work supervisor having requisite license/supervisor certificate of competency as specified in the contract.
- xi. Refusal to accept an award after issuance of 'Letter of Acceptance' or enter into contract with the Government without justifiable cause.
- xii. Failure of the contractor, due solely to his fault or negligence, to mobilize and start work or performance within the specified period as mentioned in the 'Letter of Acceptance', 'Letter of Acceptance cum work Order', 'Work Order', 'Notice of Proceed', 'Award of Contract' etc.
- xiii. Failure by the contractor to fully and faithfully comply with its contractual obligations without valid cause, or failure by the contractor to comply with any written lawful instruction of the procuring entity or his representative(s) pursuant to the implementation of the contract.
- xiv. For the procurement of consultancy service/contracts, poor performance by the consultant of his services arising from his fault or negligence. Any of the following acts by the consultant shall be construed as poor performance:
- a. Non deployment of competent technical personnel, competent engineers and / or work supervisors;
- b. Non deployment of committed equipment, facilities, support staff and manpower; and
- c. Defective design resulting in substantial corrective works in design and / or construction;
- d. Failure to deliver critical outputs due to consultant's fault or negligence; and
- e. Specifying materials which are inappropriate and substandard or way above acceptable standards leading to high procurement cost,
- f. Allowing defective workmanship or works by the contractor being supervised by the consultant.
- xv. For the procurement of goods, unsatisfactory progress in the delivery of the goods by the manufacturer, supplier or distributor arising from his fault or negligence and / or unsatisfactory or inferior quality of goods, vis a via as laid down in the contract.
- xvi. Wilful or deliberate abandonment or non-performance of the project or contract by the contractor resulting to substantial breach thereof without lawful and / or just cause.

#### F. CATEGORY OF OFFENSE:

a. First degree of offense: SI No. 9E(i). to (xvi) to be considered as first degree of offense.

- Second degree of offense: Any one of the offenses as mentioned under Clause 9E(i) to (xvi), committed by a particular bidder/contractor/supplier by more than one occasion, be considered as second degree of offense.
   In addition to the penalty of suspension /debarment, the bid security/earnest money
- c. Debarment procedure and rules with guiding principles are published as Departmental Notification available in wbiwd.gov.in in the Notification link.

placed by the concerned bidder or prospective bidder shall also be forfeited.

#### G. PENALTY FOR OFFENSE:

- a. For committing 1<sup>st</sup> degree of offense: Disqualifying a bidder from participating in any procurement process under Irrigation & Waterways Department, Government of West Bengal up to 2 years.
- b. For committing 2<sup>nd</sup> Degree of offense: Disqualifying a bidder from participating in any procurement process under the Irrigation & Waterways Department, Government of West Bengal for a period of 3 (three) years.

#### 10. Taxes & duties to be borne by the Contractor/bidder

In view of introduction of GST with effect from 01.7.2017, all the bidders intending to participate in this e-tender should offer their financial bids inclusive of GST applicable for entire composite works/Procurement of goods & services, labour intensive component contained in the BOQ. Income Tax, Royalty, GST (CGST, SGST, IGST), Construction Workers' Welfare Cess, Labour Insurances and similar other statutory levy / cess will have to be borne by the contractor/bidder and his/her quoted rate should be quoted accordingly after considering all these charges, and no separate payment towards any of the statutory taxes shall be made by the implementing authority.

- a) Intending Tenderers having not satisfied with the decision of the Tender Paper Issuing Authority may prefer an appeal to the next superior Officer. Necessary communication regarding his appeal to the Appellate Authority must be brought to the notice of such authority within two days after the date of issue of Tender Paper and copy of such communication should also be submitted to the Tender Paper issuing authority within the same period failing which no such Appeal will be entertained.
- b) Tender documents are available free of cost and NIT also made available in the Departmental website www.wbiwd.gov.in . Cost of tender documents shall not be charged even during execution of formal tender agreements. However, the contractors/bidders may wherever necessary be charged suitably for asking additional multiple copies of drawings, specifications, Schedule of Rates of the Circle/s (SoR) etc. and such fee may be suitably determined by the Tender Inviting Authority as per norms.
- c) No Tender Paper will be supplied by Post.
- d) No Tender Paper will be issued after expiry of date & time mentioned in the notice.
- Before submitting any Tender, the Intending Tenderers should make themselves acquainted thoroughly with the local conditions prevailing, by actual inspection of the site and take into consideration all factors and difficulties likely to be involved in the execution of work in all respects including transportation of materials, communication facilities, climate conditions, nature of soil, availability of local Labours and Rates prevailing in the locality etc. as no claim whatsoever will be entertained on these accounts afterwards. In this connection tenderers may contact the office of the undersigned upto 24/04/2018 between 11.00 A.M. and 2.00 P.M. on any working day.

Cost towards Earnest Money Deposit (EMD), for each work as noted in the List of Works, in the form other than those mentioned below, will not be accepted. Earnest Money Deposit (EMD) must presently be submitted in the form of Bank Draft (BD) / Bankers Cheque (BC) / Deposit Call Receipt (DCR) of any scheduled Commercial Bank in India approved by RBI & having a branch in West Bengal which is to be drawn in favour of the Executive Engineer, Siliguri Irrigation Division, payable at Siliguri. [Labour Co-operative Societies are exempted from deposition of Earnest Money (Vide Order No No.03(W)/ 2015-16 Dated, 18th November, 2015 of Secretary, I&WD)]

Payment in any other forms viz. NSC, KVP, cheques etc will not be accepted.

- 1) Earnest money as noted in the list of works will have to be deposited by the contractors.
  - a. The Tenderer should quote the rate both in figures & in words on the basis of percentage above / below /at par the scheduled of rates attached with the tender form and also in the space provided in the Tender Form.
  - b. Any tender containing over writing is liable to be rejected.
  - c. All corrections are to be attested under the dated signature of the Tenderer.
- 2) When a Tenderer signs his tender in an Indian language, the total amount Tendered should also be written in the same language. In the case of illiterate Tenderer, The Rates Tendered should be attested by a Witness.
- 3) The Tenderer who will sign on behalf of a Company or a Firm, must produce the registered documents in support of his competency to enter into an Agreement on behalf of the Company or the Firm under the Indian Partnership Act, failing which the Tender will not be considered and the deposited Earnest Money will be forfeited.
- 4) Any letter or other instrument submitted separately in modification of the sealed Tender will not be entertained.
- 5) The Tenderer should submit a statement (if desired) at the time of submission of his tender showing the technical staff to be maintained for the work, with their technical qualifications, failing which the Tender may be liable to rejection.
- 6) Conditional Tender, which does not full fill any of the above conditions, and is incomplete in any respect, is liable to summarily rejection.
- 7) GST, Royalty, Building & Construction Workers Cess and all other statutory Levy/Cess etc. will have to be borne by the Contractor (he will have to produce necessary documentary evidence of his having done so at the time of receiving the final payment for the work).

Lowest valid rate should normally be accepted in accordance with the procedure stated in clause 12.5 above [ 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 vide Order No-09-W/2017-18, Dated. 20<sup>th</sup> July'2017 of the Secretary to the Govt. of West Bengal, I & W Department] . The Tender Accepting Authority reserves the right to distribute the work amongst more than one contractor/bidder with same rate.

- 8) The Tenderer will have to, if so desired by the Tender Accepting Authority, submit his analysis of rate to justify the rate quoted by him.
- 9) The Tenders will be opened, as specified in the List of works in the Chamber of the Executive Engineer, Siliguri Irrigation Division, 26, Nabin Sen Road, Mahanandapara, Siliguri in presence of the participating Tenderers or their duly Authorized Representative who may be present at the time of Opening and who may also put their signature in the Tender Opening Register.

- 10) The successful Tenderer will have to execute the formal agreement in duplicate which will have to be obtained from the office of the Executive Engineer, Siliguri Irrigation Division, 26, Nabin Sen Road, Mahanandapara, Siliguri, failing which the Earnest Money shall forthwith stand forfeited in the favour of the Government and the communication of acceptance of the tender/ Formal work order shall automatically stand cancelled.
- 11) If any Tenderer withdraws his Tender before its acceptance or refuses / fails to convert it into a Contract within a reasonable time, without giving any satisfactory explanation for such withdrawal / refusal / failure, he shall be disqualified for submitting any Tender in this Division / Circle for a minimum period of one year and his case will be referred to the Government for order as to what further action will be taken against him.
- 12) The successful Tenderer will have to abide by the provisions for the West Bengal Contract Labour (Regulation and Abolition) Rules, 1972 and such other Acts as may be applicable, as will be in force from time to time.
- 13) Hire charge for Tools & Plants machinery, if issued departmentally, will be recovered from Contractor at such rates as will be fixed by the Engineer-in-Charge. The period of Hire Charges of all Tools & Plants machinery issued from the Govt. Godown will be counted from the date of their issuance from the godown and up to the Date of return into the same godown and the Hire Charges will be recovered from Contractors accordingly. All Tools & Plants Machinery issued to the Contractor must be returned in good condition. In the case of any damage, the cost of repair of such damage or replacement will be recovered from Contractor.
- 14) In the following cases a Tender may be declared informal and unacceptable.
  - a) Correction, alterations, additions etc. if not attested by the Tenderer.
  - b) Earnest Money in the form of D.C.R. / Demand Draft etc which are short deposited and / or not deposited in the favour of **the Executive Engineer**, **Siliquri Irrigation Division**.
  - c) If the Tender From is not properly filled in respect of the general Description of the work, Estimated Cost, Rate of deduction of Security Deposit etc. in page -2 and other pages as are required to be filled in.
  - d) If the specified pages of the Tender Document are not signed by the Tenderer.
  - e) If the Tender is not submitted in a Cover properly sealed and name of the work is not indicated on the cover with N.I.T No.
- 15) For the refund of the Earnest Money of the unsuccessful Tenderer(s), he / they is / are to apply for the same to the Executive Engineer, Siliguri Irrigation Division, Siliguri, giving the reference to the work, N.I.T. No., Date of Tender, amount and mode of Earnest Money deposited all in a complete from. The Earnest Money of All Tenderer other than the 1st Tenderers in each case, maybe refunded after acceptance of rate in the comparative statement, as early as possible.
- 16) To verify the Competence Capacity and Financial Stability of the intending Tenderer(s) the Issuing Authority may demand production of any necessary Document(s) as it may deem necessary.
- 17) The payment of R/A as well as Final Bill for any work will be made according to the availability of specific Fund and no claim whatsoever for delayed payment will be entertained.
- 18) As per Memo No.1627(8)-IA dt.26.11.2001 of Secretary of I & W. Dept., Government of West Bengal, Clause-25 of Tender Form No.2911/2911(i)/2911(ii) stands deleted in respect of contract value less than Rs.100.00 lakh (Rupees hundred lakh only).
- 19) Normally Tender Paper for not more than one work in any one NIT will be issued to an

applicant who may indicate the SI. Nos. of the work in the order of priority. However, depending on response to various serials in the NIT Tender Paper Issuing Authority may Issue Tender Paper for any serial even though it may not be preferred by the applicant.

### 28. Time Schedule of Tender procedure:-

i)	Last Date & Time for application for issue of	24/04/2018	upto 16.00.hrs.	
	Tender Form		•	
ii)	Last Date & Time for issue of Tender paper.	26/04/2018	upto 16.00.hrs.	
iii)	Date & Time of dropping of Tender box at	27/04/2018	at 15.00 .hrs.	
	the dropping centers.			
iv)	Date & Time of opening of Tender in the	27/04/2018	at 15.30 .hrs.	
	office of the undersigned			

(S.K. Thakur) Executive Engineer Siliguri Irrigation Division Siliguri

## **NOTICE INVITING TENDER**

# NO. 1 (M) OF 2018-19 OF EXECUTIVE ENGINEER, SILIGURI IRRIGATION DIVISION, SILIGURI LIST OF WORKS:

	<u>LIST OF WORKS</u> :									
SI. No	Name of work	Amount put to Tender	Earnest money (2% of the estimated cost put to tender)	Source of Funding	Time allowed for comple- tion of the work	Minimum eligibility of the Contractor for participating in the tender. (CREDENTIAL)				
1	2	3	4	5	6	7				
1	M/R to protection at Nikargoch on the left bank of river Pitchla under Block & P.S. Phansidewa, Dist. Darjeeling.	4,87,365.00	9,747.00		10 (ten) days	years.				
2	M/R to protection at North side of Milanpally on the right bank of river Motia under Block & P.S. Phansidewa, Dist. Darjeeling.	4,86,499.00	9,730.00		10 (ten) days	ast 5 (five)				
3	M/R to protection at Jalkasa area o the right bank of river Ledhaimari in Block & P.S. Phansidewa, Dist. Darjeeling.	4,85,033.00	9,701.00		10 (ten) days	lar nature of work of value 30% of the amount put to tender within the last 5 (five) years. tion certificate will be treated as credential.				
4	M/R to protection work on the left bank of river Thuna at Bhalamansi area, Block & P.S. Phansidewa, Dist. Darjeeling.	4,88,617.00	9,772.00		10 (ten) days					
5	M/R on the Mechi embankment at Gandagal jote area (for a length of 350 m) in Block & P.S. Kharibari, Dist. Darjeeling.	4,85,057.00	9,701.00		10 (ten) days					
6	M/R to protection on the both bank of river Bataria at Naxalbari market area in P.S. Naxalbari, Dist. Darjeeling.	4,77,952.00	9,559.00		10 (ten) days	of the a				
7	M/R to protection on the left bank of river Mechi at Upper Mechi area in P.S. Naxalbari, Dist. Darjeeling (Reach-I).	4,87,648.00	9,753.00	aintenance	10 (ten) days	ution of similar nature of work of value 30% of the amou Only completion certificate will be treated as credential				
8	M/R to protection work on the right bank of river Rohini at Sukna Military Station area under Matigara Block, P.S. Matigara, Dist. Darjeeling.	4,87,111.00	9,742.00	Non Plan / Plan Maintenance	10 (ten) days	e of work c iificate will				
9	M/R to protection work on the right bank of river Manjha at Kuchiajote area under Block & P.S. Phansidewa, Dist. Darjeeling.	4,87,981.00	9,760.00	Non P	10 (ten) days					
10	M/R to protection on the left bank of river Boon (feeder part) U/S at Kharibari Bazar in Block & P.S. Kharibari, Dist. Darjeeling.	4,84,817.00	9,696.00		10 (ten) days	ecution of si Only com				
11	M/R to protection work on the right bank of river Panchaoi near Pati Colony Sporting Club, Pati Colony in P.S. Pradhan Nagar, Dist. Darjeeling.	4,85,856.00	9,717.00		10 (ten) days	ential of exe				
12	M/R to protection work on the right bank of river Panchanoi at Sukanta Pally area in P.S. Pradhan Nagar, Dist. Darjeeling.	4,87,131.00	9,743.00		10 (ten) days	aving crede				
13	M/R to protection work in the R/B of river Mahananda at Dhakpara Embankment Phase-I in Block-Phansidewa, Dist. Darjeeling.	4,88,197.00	9,764.00		10 (ten) days	Bonafide Outsiders having credential of execution of simi Only comple				
14	M/R to protection on the left bank of river Dumuria at Goya bari area in Block & P.S. Kharibari, Dist. Darjeeling.	4,83,874.00	9,677.00		10 (ten) days	Bonafide (				

SI. No	Name of work	Amount put to Tender	Earnest money (2% of the estimated cost put to tender)	Source of Funding	Time allowed for comple- tion of the work	Minimum eligibility of the Contractor for participating in the tender. (CREDENTIAL)
1	2	3	4	5	6	7
15	M/R to protection work on the right bank of river Balason at Trihana area under Block & P.S. Naxalbari, Dist. Darjeeling.	4,89,821.00	9,796.00		10 (ten) days	
16	M/R to protection work in the R/B of river Mahananda at Dhakpara Embankment Phase-2 in Block-Phansidewa, Dist. Darjeeling.	4,85,058.00	9,701.00		10 (ten) days	e of five)
17	M/R to protection work on the left bank of river Mahananda at U/S of Dadabhai Colony in P.S. Pradhan Nagar, Dist. Darjeeling.	4,85,776.00	9,716.00		10 (ten) days	milar natur the last 5 ( edential.
18	M/R to protection work on the left bank of river Mahananda at D/S of Immersion Ghat in P.S. Siliguri, Dist. Darjeeling.	4,88,238.00	9,765.00	tenance	10 (ten) days	cution of sinder within eated as cre
19	M/R to protection work on the left bank of river Rohini at Indirapally area under Matigara Block, P.S. Matigara, Dist. Darjeeling.	4,91,959.00	9,839.00	Non Plan / Plan Maintenance	10 (ten) days	Bonafide Outsiders having credential of execution of similar nature of work of value 30% of the amount put to tender within the last 5 (five) years. Only completion certificate will be treated as credential.
20	M/R to protection work on the left bank of river Panchanoi at D/S of Dagapur Bridge in P.S. Pradhan Nagar, Dist. Darjeeling.	4,83,436.00	9,669.00	Non Plar	10 (ten) days	aving crede the amour on certifica
21	M/R to protection work on the left bank of river Panchanoi at Bandrijote in P.S. Pradhan Nagar, Dist. Darjeeling.	4,82,069.00	9,641.00		10 (ten) days	Outsiders h alue 30% of ly completi
22	M/R to protection work on the left bank of river Balason at D/S of N.H. Bridge at Balason Colony under Matigara Block, P.S. Matigara, Dist. Darjeeling.	4,90,024.00	9,800.00		10 (ten) days	Bonafide work of v. years. On

#### Note:

- 1) No Postal documents i.e. NSC, KVP etc. will be entertained as earnest money.
- 2) Payment will be made only after proper utilization of materials at working site and according to availability of specific fund.
- 3) If the quotated rates are not found reasonable for the works of this NIT a bid may be held amongst the participating tenderers on the date of opening tender just after opening or other day as deemed fit. The participants should present positively on that day to participate in the bid if so arrises.

Sd/(S.K. Thakur)
Executive Engineer
Siliguri Irrigation Division
Siliguri

#### **Additional Terms & Conditions**

- 1. Executive Engineer of the concerned Division is the Engineer-in-Charge in respect of the contract and all correspondences concerning rates, claims, change in specifications and/or design and similar important matters will be valid only if accepted/recommended 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 work, the same will not be valid unless copies are sent to the Engineer-in-Charge and approved by him. Instructions given by the Sub-Divisional Officer/Assistant Engineer and the Section Officer/Junior Engineer on behalf of the Engineer-in-Charge shall also be valid (who have been authorised to carry out the work on behalf of the Engineer-in-Charge) regarding specification, supervision, approval of materials and workmanship. In case of any dispute, the decision of Engineer-in-Charge shall be final and binding.
- 2. Acceptance of the tender including the right to distribute the total work between two or amongst more than two contractors/bidders will rest with the Engineer-in-Charge without assigning reason to the contractors/bidders thereof. The Executive Engineer as the accepting authority reserves the right to reject any or all tenders without assigning any reason thereof.
- The contractors/bidders shall have to comply with the provisions of (a) Contract labour (Regulation & Abolition) Rules, 1970 and its revision (b) Minimum Wages Act 1948 and its amendments, or the modifications thereof or any other laws relating thereto enforced by the appropriate Government from time to time.
- 4. Engineer -in-Charge shall not entertain any claim whatsoever from the contractors/bidders regarding payment of compensation on account of idle labour on such grounds including non-possession of land in the working zone.
- 5. Engineer-in-Charge shall not be held liable by the contractor/bidder for any compensation claim due to machines becoming idle, for any circumstances including untimely rains, other natural calamities, strikes etc.
- 6. Imposition of any duty / tax / royalty etc after work order / commencement and before final completion of the work is to be borne by the contractor/bidder. Original challan of those materials, which are procured by the bidder, may be asked to be submitted for verification if required. However, service tax if eligible would be reimbursed to the contractor/bidder as per rules.
- 7. Cess @ 1% of the cost of construction works shall be deducted from the Gross value of all works Bill in terms of Finance Department order. Also it is instructed to compulsorily register his/her establishment under the Act, under the competent registering authority, i.e. Assistant Labour Commissioner / Dy. Labour Commissioner of the region for disbursing PF and ESI benefits of workers.
- 8. No mobilization / secured advance will be allowed unless specified otherwise in the contract.
- 9. GST/Sales Tax, Cess, Royalty of sand, stone chips, stone metal/ gravels, boulders, forest products, Toll Tax, Income Tax, Ferry Charges and other Local Taxes if any, are to be paid by the contractor/ bidder. No extra payment will be made as re-imbursement or compensation for the above. The rates of supply of finished work items are inclusive of these taxes and charges.
- 10. All working tools & plants, scaffolding, construction of GSTs & platforms arrangement of Labour camps shall have to be arranged by the contractor at his/her own cost.
- 11. The contractor shall arrange for supply of mazdoors, bamboo, ropes, pegs, flags etc. for taking/ layout for the work and for giving and checking measurements by the Engineer-in-

- Charge or any other Department officer assigned by him / her for which no extra payment claim will be entertained.
- 12. The contractor should thoroughly scrutinise the site of work and relevant tender documents, drawings etc. before submitting the e-tender and satisfy himself/herself regarding the conditions and nature of works and ascertain the difficulties that might be encountered during execution of the work, carrying of materials to the site of work, availability of drinking water and other human requirements including safety and security etc. Works on river banks may be interrupted due to various unforeseen reasons e.g. sudden rise in water level, inundation of site caused by flood, inaccessibility of working site for carriage and transportation of materials. Engineer-in Charge may instruct the contractor to suspend work that may be subjected to damage due to extremely adverse weather/climatic conditions and no claim will be entertained on this account. There may be variations in alignment, height of embankment or depth of cutting, location of revetment, structures etc. due to change of topography, river conditions and local requirements etc. from the approved work estimate during actual execution of the scheme. For all such modifications or alterations, the tendered rate and contract will remain valid. The contractor will not be entitled to any additional financial claims or extra rates on any of these accounts.
- 13. A machine page numbered Site Order book (with triplicate copy of every page) will have to be maintained at site by the contractor and the same has to be issued by the Engineer-in-Charge before commencement of work at site. Instructions issued by the inspecting engineer officers not below the rank of Assistant Engineer will be recorded in this site order book and the contractor must note down and comply the same at the earliest.
- 14. The work will have to be completed within the time period as mentioned in the NIT/e-NIT. A suitable work programme based on time period allowed for completion of work as per tender is required to be submitted by the contractor within 7(seven) days from the date of receipt of work order which should satisfy the time limit assigned for completion. Contractor should inform in writing the name of his authorized representative/s who are to remain present at site daily during work execution to receive instructions relating to the work, sign measurement book & bills and other Govt. papers etc on the basis of Power of Attorney conferred within 7 (seven) days from the date of receipt of work order, if not done earlier.
- 15. No compensation is payable for idle labour, contractor's establishment charges or on account of reasons such as variations in price indices/escalation cost etc.
- 16. All sort of precautions should be taken for the safety of the work force deployed by the contractor and also others at worksite as per safety rules as is enforced by appropriate authority. The contractor will remain liable towards payment of compensation in accordance with the Workman's' Compensation Act etc for the labourers engaged and should deal to settle such cases promptly. Proper road signs as per P.W.D. practice will have to be erected by the contractor at his own cost while operating on or near public thoroughfares.
- 17. The contractor will have to maintain technically qualified employees and/or apprentices at site as per prevailing Apprentice Act or as stipulated in the contract.
- 18. The contractor will have to accept the work programme as per modification and priority of work as fixed by the Engineer-in-Charge so that most vulnerable reach and/or critical items are completed before the due date for arrival of monsoon or rise of water level or for any other suitable reason/s.
- 19. (a) Quantity of various items of work mentioned in the tender schedule or in work order is only tentative. During actual execution, these tendered items may vary, even substantially. Payment will be made on the basis of quantum of work actually done in

different items and as per specification and no claim will be entertained for reduction of quantities in some items or due to omission of some tendered items. For execution of quantitative excess in any item beyond 10% or supplementary works, approval of the Superintending Engineer / Chief Engineer Government in the Irrigation & Waterways Department would be required depending on who ever is the Tender Accepting Authority and financial involvement thereof, before making any excess and /or supplementary item work payment.

- (b) Gross value of all works taken up under Plan, Non-Plan and Deposit Fund shall be strictly restricted up to the Tendered amount, i.e. abated value of contractual amount after considering Contractor's rate. [vide Order No-378(7)-IB/IW/O/IA/11C(T)-01/2004(pt), Dated. 6<sup>th</sup> February'2017 of Joint Secretary to the Govt. of West Bengal, I & W Department]
- 20. In order to cope up with the present system of e-billing, supply of departmental materials is not encouraged. However, such materials may be issued to the contractor/agency to the extent of requirement, subject to availability, as assessed and following the Treasury system of accounting procedures and in installments as may be suitably decided by the Engineer-in-Charge. Issuance of materials may be of three categories.
  - a) Materials issued directly to the work subject to its recovery from bills.
  - b) Materials issued from departmental Godown subject to its recovery from bills.
  - c) Materials issued free of cost.
- 21. Any construction materials brought to work site by the contractor must be approved by the Engineer-in-Charge. Materials rejected must be removed by the contractor from work site at his own cost within 24 hrs of issue of the order to that effect. The rates in the schedule are inclusive of cost and carriage of all materials to worksite. The materials will have to be supplied in phases with due intimation to the Sub-Divisional Officer/Assistant Engineer concerned, in conformity with the progress of the work. For special type of materials, i.e. Geo Synthetic Bags, HDPE Bags, Geo-Textile Filters, Geo-jute Filters etc. if any, relevant data sheets containing the name of the manufacturers, test report etc. are also to be submitted on each occasion. Engineer-in-Charge may conduct independent tests of all construction materials on the samples drawn randomly before accordance of approval for using these materials for the work. In this regard decision of Engineer-in-Charge is final and binding.
- For materials under category 20 (a), (b) & (c), the contractor will act as the custodian thereof. The construction materials will have to be carried from the departmental godown to the worksite by the contractor at his own cost. The contractor shall remain responsible for proper storage & safety of the materials. Suitable godowns/ Stores shall have to be made by the contractor at his/her own cost. Penalty charges shall be levied at higher rates for loss, wastage, misuse. Surplus departmentally issued materials if any, shall have to be returned in the godown or store maintained by the Engineer-in-charge at the contractor's cost within the time frame as fixed by Engineer-in-Charge. Otherwise, the cost at penal rates will be recovered from the bill. Indent for departmental materials shall be submitted by the contractor to the S.D.O/AE at least 7 days in advance of actual requirement. No claim will be entertained for non-issuance of such materials on time, but reasonable extension of time will be granted. All materials, whatever be its category thereof, shall be properly stored by the contractor in suitably maintained godowns near the site of work at his own cost & under no circumstances whatsoever shall any material be removed from the site of work without prior written permission of the Engineer-in-Charge. The contractor shall be responsible for any damage or loss of such materials.
- 23. The contractor shall also have to satisfy the Engineer-in-Charge regarding proper utilization of materials which have been issued departmentally.

- 24. Value of the materials, under category (a) & (b) of Rule 20, will be recovered from the progressive bills of the contractor in one or successive installments as may be decided by the Engineer-in-Charge.
- 25. Requisite quantity of cement as may be required for the work will be supplied from the nearest departmental godown, if stock permits. The issue rate of cement is shown in the Schedule of materials attached with the tender. Excess consumption of cement by more than 5% over the final consumption statement drawn up as per consumption rate specified in the Schedule included in the tender will be recovered at a penal rate shown in schedule.
- 26. Steel reinforcement rods/MS Sheet Piles/Bitumen will be issued if stock permits from the nearest Departmental godown where such material is available in marketable length/quantity. While issuing the same, for any particular work, the quantity actually required as per approved drawing shall only be issued. It will be responsibility of the Contractor as well as the Engineer-in-Charge to get this quantity properly utilized in the work. Cut pieces, if any, will not be taken back by the Department. Recovery for the total quantum of steel rods issued will be made at the issue rate shown in the Schedule. In case of use over +10%, deduction will be made at a penal rate shown in the Schedule. This whole principle shall apply in case of other M.S materials like sheet piles and structural steel members as well.
- 27. All quarries and disputes arising out of the works tender contract is to be brought to the notice of Chairman of the Departmental Dispute Redressal Committee in writing for decision within 15 days.

# SCHEDULE OF MATERIALS TO BE SUPPLIED DEPARTMENTALLY AND THEIR CORRESPONDING RECOVERY RATES

SI. N o	Name of material Issued departmentally	Issue rate (in Rs)	Uni t	Penal recovery rate for loss / misuse / wastage ( if not mentioned otherwise in the SoR )	Place of delivery
01	Cement		MT	2 (Two) times issue rate	Departmental godown
02	Steel reinforcement rods/structural steel members/M.S piles		MT	2 (Two) times issue rate	-do-

Sd/(S.K. Thakur)
Executive Engineer
Siliguri Irrigation Division
Siliguri

### FORM-6\*

# SPECIMEN FORMAT FOR THE BANK GUARNATEE FOR ADDITIOANAL PERFORMANCE SECURITY DEPOSIT

(\*To be submitted if the bid price quoted by the bidder is below 20% of the estimated cost put to tender otherwise the tender will be treated as invalid and rejected)

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

To,

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 direct written demand and without cavil or argument as sum within the limits of
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.
(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.
(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 vali	d upto		It co	me into f	orce v	vith imme	ediate ef	fect
and shall remain in force a	nd valid for a	period up	to the tin	ne of con	npletio	on of the	work ur	nder
the stated contract plus cl	aim period of	six mont	hs for the	Bank Gu	ıarant	ee. Notw	ithstand/	ling,
anything mentioned above	, our liability	against th	nis guaran	tee is res	stricte	d to Rs		(Rs.
) and unless a claim i	in writing is	lodged	with us	within	the	validity	period,	i.e
uptoof thi	s guarantee a	ll our liabi	lities unde	er this gua	arante	e shall ce	ase to ex	xist.
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/AT PAR ANYWHERE IN INDIA only to be accepted) should be mentioned on the covering letter of issuing Branch.

Memo No. 307/16 Dated 19/04/2018

Copy forwarded for wide circulation to:-

- 1) The Sabhadhipati,
  - i) Siliguri Mahakuma Parishad, Siliguri.
  - ii) Jalpaiguri Zilla Parishad, Jalpaiguri.
- 2) The Chief Engineer, North East, I&W.D., Club Road, Jalpaiguri.
- 3) The Superintending Engineer, North East Circle-II, Club Road, Jalpaiguri.
- 4) The Superintending Engineer & P.A. to the Chief Engineer-I, I&W. Dte., Govt. of West Bengal, Jalasampad Bhawan, Bidhannagar, Kolkata 700091.
- 5) The Superintending Engineer & P.A. to the Chief Engineer-II, I & W. Dte., Govt. of West Bengal, Jalasampad Bhawan, Bidhannagar, Kolkata 700091.
- 6) The District Magistrate, Darjeeling / Jalpaiguri.
- 7) The District Planning Officer, Darjeeling / Jalpaiguri.
- 8) The Executive Engineer,
  - i) Metropolitan Drainage Division No. II, Irrigation & Waterways, Directorate, Govt. of West Bengal, Jalasampad Bhawan (3<sup>rd</sup> Floor), Bidhannagar, Kolkata 700091
  - ii) Howrah Irrigation Division, Irrigation & Waterways, Directorate, Govt. of West Bengal, 11A, Mirza Ghalib Street, Kolkata 700087.
- 9) The Executive Engineer, Jalpaiguri / Coochbehar / Alipourduar Irrigation Division and North Bengal Investigation Division, Siliguri.
- 10) The Executive Engineer,
  - i) Mahananda Barrage Division, Teesta Admn. Bldg., Tinbattimore, Siliguri.
  - ii) Mahananda Canal Division, Teesta Admn. Bldg., Tinbattimore, Siliguri.
  - iii) Teesta Barrage Division, Oodlabari, Jalpaiguri.
  - iv) Teesta Left Bank Division, Oodlabari, Jalpaiguri.
  - v) Teesta Irrigation Division, Assam More, Jalpaiguri.
- 11) The Sub-Divisional Officer, Siliguri Irrigation / Investigation Sub-Division, Siliguri.
- 12) The Head Estimator, North East Irrigation Circle-II, Club Road, Jalpaiguri.
- 13) The Divisional Accountant / Estimating Section of Siliguri Irrigation Division. Siliguri.
- 14) Office Notice Board of Siliguri Irrigation Division, Siliguri.
- 15) The Secretary, Contractors' Association, Siliguri.
- 16) The Secretary, Darjeeling District Engineers' Co-operative Societies' Association, Siliguri.

Sd/(S.K. Thakur)
Executive Engineer
Siliguri Irrigation Division
Siliguri