



Government of West Bengal
Irrigation and Waterways Directorate
Office of the Executive Engineer
North Dinajpur Irrigation Division
Raiganj, Dist. – Uttar Dinajpur
Phone – 03523-252008
email ID- eendid.rgj@gmail.com

NOTICE INVITING TENDER NO. WBIW/EE/NDID/NIT- 08 of 2021-22

1. Separate sealed Tenders in printed form are invited by the Executive Engineer, North Dinajpur Irrigation Division on behalf of the Governor of West Bengal, for the works as per list attached herewith, from eligible enlisted contractors of Irrigation & Waterways Department of appropriate Class / bonafide reliable and resourceful Contractors having sufficient experience in execution of similar type of works as per categorization, detailed herein under.
2.
 - a. Separate Tender should be submitted for each work, as per attached List, in sealed cover superscribing the name of the work on the envelope and addressed to the proper authority.
 - b. Submission of Tender by Post is not allowed.
3. The Tender documents and other relevant particulars (if any) may be seen by the intending Tenderers or by their duly authorized representatives during office hours in the office of the Executive Engineer, North Dinajpur Irrigation Division.
4.
 - a. Intending Tenderers should apply for Tender Papers in their respective Letter Heads enclosing self-attested copies of the following documents, originals of which and other documents like Registered Partnership (for Partnership Firms) etc. are to be produced on demand, as well as during interview (if any).
 - i. PT and IT PAN valid 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 Certificate/Payment Certificate (S) for one single similar work worth at least 50% 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 current financial year as Year-1)
 - iii. Valid Enlistment Certificate issued by the Irrigation & Waterways Department, Government of West Bengal (for enlisted Contractors). Application for renewal, subject to production of authenticated receipt, may also be considered.
 - iv. Government Order indicating Fixed Security Deposit (if any)
 - v. Eligibility Certificate issued by the A.R.C.S. (for Engineers' Cooperatives and Labour Cooperatives)
 - vi. A Statement showing number and value of works presently under execution by the Tenderer under the Irrigation & Waterways Department and other Government Departments / Organizations as stated in paragraph 4 (b) hereunder.
 - vii. Declaration by the Applicant to the effect that there is no other applications for Tender Paper for work in this NIT in which he/she/they has/have common interests. Failure to produce any of the above documents may be considered good and sufficient reason for non-issuance of tender paper.
 - b. "Completion certificates issued by competent Authority will normally be considered as Credential. Apart from Credentials of works executed under Irrigation & Waterways Department, Credentials of works executed under Public Works & Public Works (Roads) Departments, Public Health Engineering

Department, Sundarban Affairs Department & other State Government Departments, Zilla Parishads, WBHIDCO, WBSIEDCL, KMDA, KMW & SA, KMC, HRBC; Engineering Departments of Central Government and Organizations like Railways, KoPT, and Mackintosh Burn Ltd. Westinghouse Saxby Farmer Ltd. & Britannia Engineering Ltd. may also be considered. Completion Certificates are to be countersigned by the Executive /Divisional Engineers of the respective State/Central Government Departments, or Officer of the equivalent rank, if those are issued by some other authority.

Over and above the Completion certificates, certificate from the competent authority regarding payment received so far for the work (even if the full payment might not have been received), supported by Bank statement showing that the corresponding amount of payment has actually been deposited in the Bank, will have to be produced in the cases of works executed under Departments/Organizations other than Irrigation & Waterways department, failing which credentials may not be considered.”

- c. Mackintosh Burn Ltd., Britannia Engineering Ltd. And Wasting House Saxby Farmer Ltd. Will enjoy 10% price preference for the purpose of evaluation of tenders, in terms of G.O. No. 1110/1(500)-F dated. 10.02.2006 of the Finance Department.
- d. Any suppression/misrepresentation of fact will automatically debar the applicant from participating in any Tender under the Division / Circle for at least 3 (three) years from the date of detection, in addition to such other penal action as the Government may deem proper.
5. Intending Tenderer not satisfied with the decision of the Tender Paper issuing Authority may prefer an appeal to the next superior Officer, Concerned Chief Engineer will be the Appellate Authority for High value Tenders. Necessary communication regarding his appeal to the Appellate Authority must be brought to the notice of such Authority within two working 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.
6.
 - a. Tender paper can be had on cash payment of requisite amount (non-refundable) in the office of the Executive Engineer, North Dinajpur Irrigation Division within the specified date and time as per attached list by the intending Tenderers or by their duly authorized representatives.
 - b. No Tender Paper will be supplied by Post.
 - c. No tender paper will be issued on the date of opening of tenders after expiry of date and time mentioned in the notice.
7. 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 considerations 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 labourers and market rate prevailing in the locality etc. as no claim whatsoever will be entertained on these accounts afterwards. In this connection the intending Tenderers may contact the office of the undersigned.
8. “Demand Draft, Banker’s Cheque, Treasury Challan, Deposit Call Receipts (DCR) and Fixed Deposit Receipts (FDR) of schedule Banks guaranteed by the Reserve Bank of India may be accepted as Earnest Money and / or Security Deposit” in favour of the Executive Engineer, North Dinajpur Irrigation Division
9. Earnest Money for works in open tender, as noted in the list of work, will have to be deposited by the Contractors (both enlisted as well as outsiders), Unemployed Engineers’ Cooperatives & Labour Cooperatives. Anybody desirous of exemption from depositing Earnest Money, is to furnish along with his Tender, self-attested copy of document exempting him from depositing Earnest Money for the tender.
 - a. The Tenderer should quote the rate both in figures and in words on the basis of percentage above/below or At Par the Schedule 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.

10. 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 an witness.
11. The Tenderer who will sign on behalf of a company or Firm, must produce the registered documents (within 3 days from the date of opening the tender) 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.
12. Any letter or other instrument submitted separately in modification of the sealed tender may not be entertained.
13. The Tenderer should submit a statement 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.
14. Conditional Tender, which does not full fill any of the above conditions, and is incomplete in any respect, is liable to summary rejection.
15. VAT, Royalty, Building & other 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).
It may further be noted that if VAT Registration certificate is produced before Receiving payment, 2% deduction as per present Government Order or as may be notified by the Finance Department from time to time will be made, other-wise such deduction shall be 4% as per present norms, or as may be prescribed by the Finance Department.”
16. The Tender Accepting Authority does not bind himself to accept the lowest tender and reserves the right to reject any or all of the tenders received, without assigning any reason whatsoever to the intending Tenderers and also reserves the right to distribute the work amongst more than one Tenderers.
17. The Tenderer will have to, if so desired by the Tender Accepting Authority, submit his analysis to justify the rate quoted by him.
18. The Tenders will be opened, as specified in the list of works, in presence of the participating Tenderers or their duly authorized representatives, who may be present at the time of opening and who may also put their signatures in the Tender opening Register.
19. The successful Tenderer will have to execute the duplicate / triplicate / quadruplicate copies of his tender which will have to be obtained by additional cash payment in the office of the Executive Engineer, North Dinajpur Irrigation Division within 7 (seven) days from the date of receipt of the intimation of acceptance of his tender failing which the Earnest Money shall forthwith stand forfeited in favour of the Government and the communication of acceptance of the tender shall automatically stand cancelled.
20. 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.
21. The successful Tenderer will have to abide by the provisions of 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.
22. Materials such as Cement, M.S. Rod, R.C.C. Hume Pipes, M.S. Sheet Piles, etc. if available in stock, will be issued by the Department to the Contractor for the work as per issue Rate fixed by the Engineer-in-Charge Site of issue of materials as mentioned in the list of materials to be supplied Departmentally to the Contractor is furnished with the tender documents for the work. Any other materials not listed therein, if supplied by the Department, the issue Rate for such material will be fixed by the Engineer-in-Charge.
23. Hire Charges for Tools & Plants Machinery, if issued departmentally, will be recovered from the 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 Government go-down will be counted from the date of their issuance from the God own and up to the date of return into the same go-down and the hire charges will

be recovered from the Contractor 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 to such damage or replacement will be recovered from Contractor.

24. In the following cases a tender may be declared informal and unacceptable.
- a. Correction, alterations, additions, etc. if not attested by the Tenderer,
 - b. i. Earnest Money in form of N.S.C. /Government Security etc. not held by the Tenderer and not properly pledged.
ii. Earnest Money in the form of T.R. challan, D.C.R. / Demand Draft, etc. which are short deposited and/or not deposited in favour of the Executive Engineer, North Dinajpur Irrigation Division .
 - c. If the Tender Form 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 the name of the work is not indicated on the cover.
25. For the return of the Earnest Money of the unsuccessful Tenderer (S), he/they is/are to apply for the same to the Executive Engineer, North Dinajpur Irrigation Division giving the reference to the work, N.I.T. No. date of tender, amount and mode of Earnest Money deposited all in a complete form. The Earnest Money of all Tenderers other than the lowest Tenderer in each case may be refunded, after acceptance of the rate in the comparative statement, as early as possible.
26. To verify the competency, capacity and financial stability of the intending Tenderer (s) the tender paper issuing Authority may demand production of any necessary document (s) as it may deem necessary.
27. The payment of R/A as well as Final Bill for any work will be made according to the availability of fund and no claim due to delay in payment will be entertained.
28. As per G.O. No. 1627(8)/1A dated. 26th November 2001 of Irrigation & Waterways Department, Government of West Bengal, Clause 25 of Tender Form No. 2911 stands deleted in respect of contract of value less than Rs. 100.00 lakh.
29. Normally, Tender Paper for not more than one work in any one NIT will be issued to an applicant, who may indicate the Sl. 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.
30. As per Notification No. 03 – W dated 18th January 2011.(S.L. No.-6.)
“The tenderer in open tenders, whose tender is approved for acceptance shall, within 15 days of the receipt of an intimation to the effect sent to him or prior to making agreement with the tender accepting authority, whichever is earlier, shall deposit an additional amount together with the 2% of the earnest money so as to make 5% of the tendered amount of the work. Failing the deposit of this additional sum within the period specified above, the earnest money shall forthwith stand forfeited to Government”.

Executive Engineer
North Dinajpur Irrigation Division
Irrigation & Waterways Directorate

LIST OF WORKS

1. N. I. T. No. & Date : WBIW/EE/NDID/NIT- 08 of 2021-22, Dated, 11th August 2021
2. Last Date of Application : 18.08.2021 till 2.00 P.M.
3. Last Date of Issue of tender paper : 23.08.2021 till 2.00 P.M.
4. Place of dropping of tender documents : Office of the Executive Engineer, North Dinajpur Irrigation Division, Raiganj, Dist. - Uttar Dinajpur
5. Date of dropping of tender Documents : 26.08.2021 at 3.00 P.M.
6. Date & time of opening tender : 26.08.2021 after 4.00 P.M.
7. Sealed bid if required will be held on : 26.08.2021 after 5.00 P.M.
8. Tender Accepting Authority : Office of the Executive Engineer, North Dinajpur Irrigation Division, Raiganj, Dist. - Uttar Dinajpur

SL. No.	Name of work & Amount put to tender	Amount put to Tender (in INR)	Earnest Money Deposit (in INR)	W.B.F. No	Time Allowed	Eligibility
1.	Maintenance and Repairing of Godown at Durgapur under North Dinajpur Irrigation Division Block & P.S - Itahar ,Dist – Uttar Dinajpur.	4,59,780.00	9,367.00	2911(ii)	30 (Thirty) Days	Bonafied outsiders having credential 30% of similar nature of a single work in a financial year with requisite certificate as per Notice for handling such work with in last 5 (five) years.
2.	Maintenance and Repairing of Boundary Wall with Drain at Durgapur Inspection Bungalow campus under North Dinajpur Irrigation Division, Block & P.S - Itahar ,Dist – Uttar Dinajpur.	4,65,230.00	9,305.00	2911(ii)	30 (Thirty) Days	Bonafied outsiders having credential 30% of similar nature of a single work in a financial year with requisite certificate as per Notice for handling such work with in last 5 (five) years
3.	Internal and External wiring for electrification work at Rest Shed of Durgapur Inspection Bungalow under North Dinajpur Irrigation Division, Block & P.S - Itahar ,Dist – Uttar Dinajpur	2,49,290.00	4,986.00	2911(ii)	30 (Thirty) Days	Bonafied outsiders having credential 30% of similar nature of a single work in a financial year with requisite certificate as per Notice for handling such work with in last 5 (five) years



Executive Engineer
North Dinajpur Irrigation Division
Irrigation & Waterways Directorate

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 Executive Engineer/Assistant Engineer and the Section Officer/Junior Engineer on behalf of the Engineer-in-Charge shall also be valid (who have been authorized 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 e-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.
1. 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.
2. 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.
3. 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.
4. Any duty / tax / royalty etc. whatsoever is imposed by the appropriate Government after issuance of work order / commencement and completion of the work, is to be borne by the contractor/bidder. Original challan of materials, which are procured by the contractor/bidder, may be asked to be submitted for verification by the Engineer-in-Charge.
5. Cess @ 1% of the cost of construction work or otherwise as per relevant order of appropriate Government shall be deducted from the gross value of all works bill. Also, it is instructed to register his/her establishment under the relevant Act with the competent registering authority, i.e. Assistant Labour Commissioner / Dy. Labour Commissioner of the region.
6. No mobilization / secured advance will be allowed unless specified otherwise in the contract.
7. GST, 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 reimbursement or compensation for the above. The rates of supply of finished work items are inclusive of these taxes and charges.
8. All working tools & plants, scaffolding, construction of vats & platforms arrangement of Labour camps shall have to be arranged by the contractor at his/her own cost.
9. 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.
10. The contractor should thoroughly scrutinize 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.
11. 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.

12. The work will have to be completed within the time period as mentioned in the 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.
13. No compensation is payable for idle labour, contractor's establishment charges or on accounting of reasons such as variations in price indices/escalation cost etc.
14. 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.
15. 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.
16. 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.
17. 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 but in all cases the final value of the works will not exceed tendered amount of the works as per I&WD Notification circulated vide memo.no.-378(7)-IB/IW/O/IA/11C(T)-01/2004(pt) dt. 06/02/2017
18. 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 Executive Engineer/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.
19. 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.
20. The contractor shall also have to satisfy the Engineer-in-Charge regarding proper utilization of materials which have been issued departmentally.
21. As per Memorandum No. – 09-W/2017- 18 Dated 20th July, 2017 of Secretary to the Govt. of West Bengal, I & W Department, Govt. of West Bengal applied for this NIT. The 'Additional Performance Security' shall be obtain from the successful L1 bidder in the form of 'Bank Guarantee; of any Schedule Bank, payable at Kolkata or/in West Bengal, as per proforma, 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

22. 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.
23. Steel reinforcement rods will be issued if stock permits from the nearest Departmental godown where such material is available in marketable length. 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.
24. 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.



Executive Engineer,
North Dinajpur Irrigation Division
Irrigation & Waterways Directorate

Memo No.: - 611^E/WBIW/NDID/^{NIT}/1-13

Dated: - 11th August 2021

Copy forwarded for information and wide circulation through the Notice Board to:-

1. The Shabhadipati, Uttar Dinajpur Zilla Parishad, Uttar Dinajpur.
2. The Chief Engineer, (North) Irrigation and Waterways Directorate, Govt. of West Bengal, Green Park, Dist. Malda.
3. The Superintending Engineer, North Irrigation Circle-I, Green Park, Dist. – Malda.
4. The District Magistrate, Uttar Dinajpur.
5. The Karmadhakshya, KRISI-O-SECH STHAYEE SAMITY, Uttar Dinajpur Zilla Parishad, Uttar Dinajpur.
6. The Sub-Divisional Officer, Raiganj Irrigation Sub-Division, Raiganj, Dist. - Uttar Dinajpur.
7. The Sub-Divisional Officer, Islampur Irrigation Sub-Division, Islampur, Dist. - Uttar Dinajpur.
8. The Sub-Divisional Officer, West Dinajpur Investigation Sub-Division, Raiganj, Dist. - Uttar Dinajpur.
9. The Secretary, Uttar Dinajpur District Engineers Co-operative Society Limited, Uttar Dinajpur.
10. The Secretary, Uttar Dinajpur Contractors Association, Uttar Dinajpur.
11. The Divisional Accountant Officer, North Dinajpur Irrigation Division, Raiganj, Dist. - Uttar Dinajpur.
12. The Estimate Section, North Dinajpur Irrigation Division, Raiganj, Dist. - Uttar Dinajpur.
13. OFFICE NOTICE BOARD.



Executive Engineer,
North Dinajpur Irrigation Division
Irrigation & Waterways Directorate

Government of West Bengal
Finance Department
Audit Branch, Group T,
File No: 329975

No.201-F(Y)

Date: 18th January, 2021


MEMORANDUM

Sub : Reduced Performance Security @ 3%

As per existing Rules and provisions, Performance Security/Security Deposit is obtained from the successful bidder at the rate of ten percent of the value of the contract to ensure due performance of the contract.

- II. The Government of India has recently reduced the rate of Performance Security for all existing contracts as well for all tenders/contracts issued/concluded till 31.12.2021 from the existing 5-10% to 3% of the value of the contract on receipt of requests from different quarters for such reduction.
- III. In view of the above, it is decided that the performance security for all existing contracts or the contracts which will be entered into within 31.12.2021 shall be reduced to 3% from the existing 10%. However, the benefit of reduced Performance Security will not be given in the contracts under disputes wherein arbitration or court proceedings have already been started or are contemplated.
- IV. In all contracts where Performance Security will be reduced to 3% in view of above stipulations, the reduced rate of Performance Security shall continue for the entire duration of the contract and there should be no subsequent increase in Performance Security even beyond 31.12.2021. However there shall not be any further deduction of performance security from subsequent R A bills if deducted performance security already reached 3% or more of entire value of contract.
- V. Wherever there is compelling circumstances to ask for Performance Security in excess of 3% as stipulated above, the same should be done only with the approval of the next higher authority to the authority competent to enter into agreement for contract, or the Departmental Secretary. Specific reasons justifying the exception shall be recorded.
- VI. However, Additional Performance Security obtained from the bidders in terms of Memo No. 4608-F(Y) dated 18.07.2018 will remain unchanged.
- VII. **Notwithstanding what has been stated above, for cases where more than 3% performance security has already been obtained/deducted, refund of such excess amount is to be done only after the expiry of the Defect Liability Period under consideration.**

This order will take immediate effect.


Principal Secretary to the
Government of West Bengal