



GOVERNMENT OF WEST BENGAL
OFFICE OF THE EXECUTIVE ENGINEER
MALDA IRRIGATION DIVISION
GREENPARK, MALDA
e-mail ID : maldairrigation@gmail.com

Memo No: -755

Date: 10/06/2026

SHORTNOTICE INVITNG TENDER

Short Notice Inviting Tender No:-EE/MID/SNIT-02/2026-27

Short Notice tenders is being invited by the **Executive Engineer, Malda Irrigation Division**, 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 in compliance of Order No. 11-(W)/2023-24 Dated: 30th June, 2023 of I&W Deptt.

The intending tenderers should apply for tender paper in the office of the Executive Engineer addressing to the Executive Engineer, **Malda Irrigation Division, Green Park, Malda.**

Last date & time for application of tender is on 15.06.2026 upto 12.00 Hrs.

The intending bidder/contractor must read the Terms & Conditions contained in the Notice Inviting Tender (SNIT) 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

All Bonafide Indian contractors/Agencies/Organizations, Registered Companies/ Firms including Registered Partnership Firms, Proprietorship Firms, Registered Consortiums & valid 'Joint Ventures' and contractors/bidders of equivalent grade or class having Pre-Qualification (PQ) Credential from the Government of West Bengal, Union Government Departments/ Other State Government Departments/ Engineering Wings of GoI /IRCON/RVNL/NHPC, Autonomous Project Authority and other similar organizations of GoI and State Governments/PSU and Corporations of Government of India and other States having successfully completed at least one similar nature project and not otherwise debarred are eligible to participate subject to fulfilling the other PQ eligibility criteria laid down in the subsequent paragraph. Consortiums and Joint Ventures are not allowed to participate in tenders of value up to Rs. 100.00 lakh.

Note: In case of consortiums, maximum number of constituents shall be restricted to 5 (five) and each of the constituent must have at least some work credential. Individual constituents of a consortium cannot form another consortium.

Participation in more than one serial of work in a tender

Any contractor/bidder may bid for any number of Serials of work in a particular SNIT, if more than one work have been published in that SNIT, subject to fulfilment of all of the following conditions:

- a. There should be full compatibility (matching between the technical PQ credential submitted by the bidder in the form of Credential Certificate (CC) along with other relevant documents relating to any work successfully completed by the bidder and technical PQ criteria specified in the SNIT for any particular serial of works for which the bidder intends to bid. In other words, technical PQ credential certificate along with relevant documents submitted for any work should at the minimum; satisfy the technical PQ eligibility criteria specified for that work. Normally there should be separate CC along with relevant documents for each of the serial of works, the bidder intends to bid and the serial number relevant to the CC should be clearly written on the body of the CC and also on the other documents. However, the bidder will also reserve the right to submit one CC along with relevant documents for bidding in more than one serial of work, provided cumulative technical PQ credential of all such serials should be fulfilled by one single CC. In such case also, serial numbers of the relevant works for which the CC is submitted should be clearly written on the body of the CC by the bidder. Omission of serial numbers on the body of the CC and also on the other documents, in case of bidding for more than one serial will lead to rejection of all the bids.

Average of gross annual turnover of the individual bidder/Organization/consortium or Joint Venture for any three financial years within preceding five financial years, as stated under Clause 7V, should not less than the summation of turnover requirements of the relevant individual serial of works for which the bidder intends

- 1) Tender documents to be submitted in the tender box in the office of the Executive Engineer, **Malda Irrigation Division, Green Park, Malda** as per scheduled time and & date of original SNIT.
- 2) a) **Separate Application & Tender should be submitted for each Work**, as per attached List, in sealed cover inscribing the SNIT No., Sl. No. and Name of the Work on the envelope and addressing to the Executive Engineer, **Malda Irrigation Division, Green Park, Malda** otherwise Cancelled
 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, **Malda Irrigation Division, Green Park, Malda**. 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 1st class Judicial Magistrate or Notary Public.

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

Sl. No.	Folder Name	Details	Remarks if Any
1.	Certificates	1. Latest Professional Tax Payment Certificate (PTPC) or, PT deposit challan for current financial year or Government Order for exemption in other States where ever applicable. 2. Valid PAN Card in the name of bidder/organisation. 3. Income Tax Return of current Assessment year or, IT Return of immediate preceding Assessment year whichever is ;attest available. 4. Valid GSTIN under GST Act & Rules	
2.	Company Details	1. For Proprietorship Firms, Partnership Firms, Registered Companies, Registered Co-operative Societies Valid Trade License/ acknowledgement or Receipt of application for Trade License/ Revalidation OTHER REQUIREMENTS:- 2. For Partnership Firms: Legally valid Partnership Deed, Form-VIII/ Memorandum of Registration of Registrar of Firms 3. For Companies: Incorporation Certificate, Memorandum of Articles of ROC, List of current owners/ Directors/Board Members 4. 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 Co-operative Audit within proceeding five years as per Societies Act & Rules 5. Balance sheet of last three years (optional).	
3.	Credential	1. Work Order/ Award of Contract or LOA/LOI duly authenticated by issuing authority INCLUDING Work Schedule. 2. Pre-Qualification (PQ) Work credential of one 100% completed work as desired in the SNIT as the Credential Certificate (CC) duly authenticated by competent authority.	

Application may be cancelled if any above mentioned documents (applicable) not submitted by tenderers. Decisions of Engineer In Charge is final.

• Certificate/s:

- a. Latest available Professional Tax Payment Certificate (PTPC) or the PT payment challan/ receipt for current financial year/Waiver Order of competent authority in other States if applicable.
- b. Valid PAN Card of the bidder/s are required;
- c. Income Tax Return of current Assessment Year or, IT Return of immediate preceding Assessment year under IT Act & Rules, whichever latest available with the bidder.
- d. Valid 15 digit Goods and Service Tax payer Identification Number (GSTIN) as per GST Act, 2017 & Rules of the bidder.

• **Company Details:**

- i. For Partnership Firms: Documents of Registration of Partnership Firms in the certified copy of 'Form No. VIII,' issued under Indian Partnership Act, 1932 (Act-IX of 1932) by the Registrar of Firms. In case a Partnership Firm is yet to receive Form No. VIII, a "Memorandum" issued by the Registrar of Firms may also be accepted.
- ii. For Companies: Incorporation Certificate, valid Trade License or acknowledgement of issuing authority of receipt of application for Trade License / renewal, 'Memorandum of Articles' registered under the Registrar of Companies (ROC) under the Indian Companies Act, List of owners/ Directors/Board Members are to be uploaded with the e-bid.
- iii. For State Registered Co-operative Societies:
 - a. Society Registration certificate from ARCS (Assistant Registrar of Co-operative Societies, GoWB) and By-Laws for Cooperative Societies under West Bengal Co-operative Societies Act, 2006 and Rules, 2011 and all amendments.
 - b. Latest Auditor's Report of Directorate of Co-operative Audit under Department of Co-operative, Government of West Bengal within preceding five financial years as per Societies Act & Rules.

• **Eligibility criteria based on Credential of Work/Prequalification Work Credential**

- i. Work Order/Award of Contract or the Letter of Acceptance (LoA) duly authenticated by the competent issuing authority.
- ii. Pre-Qualification (PQ) credential of one 100% completed work of Gross Notional Value as desired in the SNIT as the Credential Certificate (CC) duly authenticated by competent authority

• **Financial proposal:-**

Bill of Quantities (BOQ): The contractor/bidder is required to quote the financial offer/bid price or rate as percentage above or below the estimated amount put to tender or 'at-par' with tender value, in the space marked for quoting rate in the BOQ of the tendered work.

• **Earnest Money Deposit (EMD):-**

Finance Department has exempted from payment of EMD to State Registered Labour Cooperative Societies, Mackintosh Burn Limited, Westinghouse Saxby Farmer Limited & Britannia Engineering Limited only. State & Central Govt SSI USNITs are exempted from EMD for tenders for procurements and supply of **Goods only** and not works contracts. However, all other PQ credentials are to be fulfilled by each. Only if the bidder is exempted from payment of EMD by the State Finance Department, the Govt order for such exemption is to be submitted while opting for EMD exemption category. Any misjudgement and resultant non submission of EMD will lead to summarily rejection of the bid/tender.

(b) Additional Performance Bank Guarantee:

"Additional Performance Security" has been made mandatory which shall be obtained only from the successful L1 bidder, if the accepted bid price is below by more than 20% of the amount put to tender. This Additional Performance Security shall be equal to 10% of the **tendered amount** i.e. the L1 bid price.

The Additional Performance Security shall have to be submitted by the selected L1 bidder after issuance of Letter of Acceptance / Letter of Invitation (LoA/ LoI) within seven working days and before issuance of Award of Contract (AoC) in the form of "Bank Guarantee" of any Scheduled Bank approved by RBI, payable at Kolkata or / in West Bengal, as per specimen format Form-6. If the bidder fails to submit the said value of BG as Additional Performance Security within the seven working days, he may pray for extension of BG submission date within the prescribed 7 days period by another seven days with reasons to be recorded in writing (which is 14 working days from date of issuance of LoA). Else, its/their Earnest Money Deposit (EMD) will be forfeited without any prejudice by the Tender inviting authority and the defaulting bidder also debarred from further participation in all future I&WD tenders for a period of one year for committing the offence on the first occasion and for a period of two years for recurrence of the same offence.

The said Bank Guarantee (BG) shall have to be valid up till the end of the contract/Agreement period including extended time period till 100% physical completion of work in all respects and shall be renewed within validity period accordingly if required. The said Bank Guarantee shall remain in custody of the DDO & Executive Engineer in-charge of the work, which shall be returned to the bidder/contractor after successful physical completion of the work as per contract. If the bidder fails to complete the work successfully, this Additional Performance Security shall be forfeited at any time during the pendency of the contract period after serving suitable notice to the contractor/bidder agency. Necessary provisions regarding deduction of security deposit from progressive bills of the contractor in respect of the tendered work shall be governed as per relevant clauses of the

tender contract/Agreement which will in no way be affected / altered due to this Additional Performance Security.

- 4) a) Intending Tenderers should apply for Tender Papers addressing to the **Executive Engineer, Malda Irrigation Division, Green Park, Malda** 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. PAN., GST Registration Related Doc, PTPC/PTCC& 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 SNIT 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 and "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 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
- b) (i) Completion Certificates (CC) for 100% completed works during the current year and within last five financial years will only be accepted as valid credential.
- ii. CC should clearly show the name, postal address, (contact Tel. No. and FAX or e-mail ID if issued outside the jurisdiction of the State) 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 and those having incomplete information may be rejected.
 - iii. CC of works executed in the Irrigation & Waterways Directorate will be considered. CC of works executed in other Departments of the State Government/ organizations viz. Public Works & Public Works (Roads) Department, Public Health Engineering Department, Sundarban Affair Department and other State Government Departments, Zilla Parishads & Panchayat Samities only within the jurisdiction of the State of West Bengal, WBHIDCO, WBSEDCL, WBSETCL, KMDA, KMW&SA, KMC, Other Municipal Authorities , HRBC, Engineering Departments of Union Government and Organizations like Farakka Barrage Project (FBP) Authority, Indian Railways, KoPT and companies owned or managed by the Government of West Bengal, i.e. Mackintosh Burn Ltd., Westinghouse Saxby Farmer Limited & Britannia Engineering Ltd. may also be considered. 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 PanchayatSamities and Municipalities shall be BDO & Ex-officio Executive Officer and Secretary or equivalent administrative

officers respectively. It is desirable to have contact telephone and FAX or e-mail address of the signatory of the CC for all offices outside West Bengal.

Such CC is required to be further countersigned by the immediate superior authority of the issuing authority for all cases other than direct Union Government Departments and Ministries outside the State of West Bengal. Also such certificates when issued in all other States other than those directly of State / Union Government Departments and Indian Railways should contain a declaration that the work has been executed to the satisfaction of the concerned Government Organisation and has been declared 100% complete in all respect by the competent authority in the concerned Organisation.

Whenever credential of individual entities of a Consortium is considered, multiplying factor of 0.30 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.

Eligibility criteria for participating in more than one tender in a SNIT Normally separate Completion Certificate (CC) of 100 % completed works is to be provided for participation in separate works in a particular SNIT.

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 gross notional amount
Current	The financial year of floating of SNIT	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

Any suppression or misrepresentation of Fact will automatically debar the applicant from participating in any Tender under the Division for at least 3 (three) years from date of Detection in addition to such other penal action as the Government may deem proper.

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.

- a) Tender documents are available free of cost and SNIT 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.
- b) No Tender Paper will be supplied by Post.
- c) No Tender Paper will be issued after expiry of date & time mentioned in the notice.

- **Financial proposal of any contractor/bidder will come under consideration only when the Technical PQ criteria mentioned below are satisfied and fulfilled in the Technical Bid Evaluation stage.**

Gross notional amount calculated from Credential Certificate (CC) of a single works contract completed within the zone of immediate preceding five financial years on the date of this SNIT, issued in favour of the contractor/bidder /Agency/Firm/Registered Co-operative Society for a similar work defined in the tender should be at least 30% of the amount put to tender for the work it is bidding. The power to decide on the

criteria of similarity rests without any prejudice, solely with the Bid Evaluation Committee (TEC).

- **Additional eligibility criteria for participating in more than one serial of work in a SNIT**

If the same bidder bids separately for on behalf of another Firm or in a different capacity having financial interests in the same work, all the tenders would be rejected.

- 5) 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 between 11.00 A.M. and 4.00 P.M. on any working day.

Cost towards Earnest Money Deposit (EMD) @2%, 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, Malda Irrigation Division, payable at Malda**. [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)]. Tenders without earnest money enclosed herewith with the tender will be treated as Informal.

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). Otherwise such deduction as per present norms, or as may be prescribed by the Finance Department.
- 8) Lowest valid rate should normally be accepted. The **Executive Engineer, Malda Irrigation Division, Green Park, Malda**, is the accepting authority of Tender and The Tender Accepting Authority dose 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 and also reserves the right to distribute the work amongst more than one Tenderers on technical feasibility.

- 9) 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.
- 10) The Tenders will be opened, as specified in the List of works in the Chamber of the Executive Engineer, **Malda Irrigation Division, Green Park, Malda** 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.
- 11) 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, **Malda Irrigation Division, Green Park, Malda**, 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.
- 12) 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.
- 13) 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.
- 14) Materials such as cement, etc. have to be procured directly by the contractors as contractor supply Any other materials not listed therein, if supplied by the department, the issue rate for such materials will be fixed by the Engineer-in-charge.
- 15) 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 such damage or replacement will be recovered from Contractor.
- 16) 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, Malda 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 name of the work is not indicated on the cover with S.N.I.T No.
- 17) 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, **Malda Irrigation Division Green Park, Malda**, giving the Date of Tender, amount and mode of Earnest Money deposited – all in a complete form. 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.

- 18) 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.
- 19) All newly published Govt. Order/ Corrigendum /Notification/Modification etc. are applicable for this SNIT.**
- 20) The payment of any work will be made according to the availability of specific Fund and no claim whatsoever for delayed payment will be entertained.
- 21) Depending on response to various serials in the SNIT Tender Paper Issuing Authority may Issue Tender Paper for any serial even though it may not be preferred by the applicant.

• **GROUND FORS 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.
All other acts that tend to defeat the purpose of the competitive bidding such as lodging false complaints about any bidder, posting baseless allegation about any officer duly authorised by the Department, restraining any interested bidder to participate in the bidding process etc.
- v. Refusal to accept an award after issuance of 'Letter of Acceptance' or enter into contract with the Government without justifiable cause.
- vi. Refusal or failure to post the required performance security/earnest money within the prescribed time without justifiable cause.
- vii. Subcontracting of the contract or any part thereof without prior written approval of the procuring entity.
- viii. Failure solely due to fault or negligence of the Contractor, to mobilize and start work within the specified period as mentioned in the 'Letter of Acceptance' / 'Letter of Acceptance cum work Order' / 'Work Order' / 'Notice of Process' / 'Award of Contract' etc. ultimately resulting in rescindment of contract.
- ix. Failure to fully and faithfully comply with the contractual obligations without valid cause, or failure to comply with any written lawful instruction of the procuring entity or his representative(s) pursuant to the implementation of the contract, ultimately resulting in rescindment of contract.
- x. 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 vis as laid down in the contract.
- xi. Refusal or failure to upload a self-declaration in specimen format of Form-4 to the effect of any previous debarment imposed by I&WD, any other Department of State Government and or Central Government.
- xii. Wilful or deliberate abandonment or non-performance in a project or contract by the contractor / suppliers resulting to substantial breach thereof without lawful and / or just cause(s).
- xiii. The Additional Performance Security shall have to be submitted by the selected L1 bidder after issuance of Letter of Acceptance / Letter of Invitation (LoA/LoI) within next seven working days and before issuance of Award of Contract (AoC) in the form of "Bank Guarantee" of any Scheduled Bank approved by RBI, payable at Kolkata or / in West Bengal, as per specimen format Form-6. Else, its/their Earnest Money Deposit (EMD) will be forfeited without any prejudice by the Tender inviting authority.
- xiv. PENALTY FOR OFFENSE decided as per existing e-tender/2911 rules and regulation.

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(except Sl. No-4) without assigning any reason thereof. For Sl. No-4, The Superintending Engineer, as the accepting authority reserves the right to reject this work without assigning any reason thereof.
3. 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. 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.
7. 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.
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 vats & platforms arrangement of Labour camps shall have to be arranged by the contractor at his/her own cost.

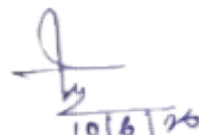
11. The contractor shall arrange for supply of mazdoors, bamboo, ropes, pegs, flags etc. for taking/ layout for the work and for giving and checking measurements by the Engineer-in-Charge or any other Department officer assigned by him / her for which no extra payment claim will be entertained.
12. The contractor should thoroughly scrutinize the site of work and relevant tender documents, drawings etc. before submitting the 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 SNIT/e-SNIT. 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 2(Two) 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 2 (two) 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. 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.

20. Materials such as cement, etc. have to be procured directly by the contractors as contractor supply. Any other materials not listed therein, if supplied by the department, the issue rate for such materials will be fixed by the Engineer-in-charge.
21. The Tender Inviting Authority/Tender Accepting Authority reserves the right to cancel the Tender at any Stage.
22. Typographical errors leading to absurdity shall be ignored and correct technical, financial & legal meaning of such errors shall be considered as decided by the tender accepting authority.
23. As per Govt. Notification No. (i) 925-F(Y); dated: 14th February 2017 in supersession of Departmental order No. 05-W/2015-16; dated 20th November, 2015. This will have retrospective effect from 15/02/2017. This G. O Dated 14/02/2017 is in supersession to the earlier G.O. No. 172(8)-IB/IW/O/IB-Misc-38/2011(Pt. III); Dated 06/09/2016 in respect of the relevant provisions in the e-SNIT.
24. As per Govt. Notification No. (i) 378(7) – IB / IW/O/IA/11C(T)-01/2004(Pt); dated: 6th February 2017 regarding the condition of restricting value of the work upto the tendered amount as directed by competent authority.
25. 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 SNIT. 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.
26. 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.
27. 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.
28. 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.

29. The contractor shall also have to satisfy the Engineer-in-Charge regarding proper utilization of materials which have been issued departmentally.
30. Value of the materials, under category (a) & (b) of clause 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.
31. 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.
32. 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.
33. If there is any suppression/distortion/falsification noticed/detected/ pointed out at any stage of the tender process at any stage prior to signing of Contract-Agreement or the issue of LOA or AOC, the Tender Inviting Authority will immediately bring the matter to the notice of the concerned Chief Engineer and appropriate penal measures below will be taken. The concerned Chief Engineer then will issue the necessary order in writing with intimation to the defaulting contractor/bidder, other Chief Engineers, Centralized e-Tender Cell and also the Government in the Irrigation & Waterways Department. Copy of the order/starting penal measures 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 in the link **"List of suspended/debarred contractors"**.
34. 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.
35. Contractor(s) should have to ensure the mandatory engagement of Job Card holders as unskilled workers for execution of awarded work in order to implement the **"KARMASHREE"** scheme launched by the State Government, vide No-1140-PRD-33011/1/2024 MGNREGA SEC, Dated-07.03.2024. They also have to submit periodic statement, on such engagement in the manner stated in the aforesaid order to the Engineer-in-Charge in the prescribed format.
This is guided by as per memorandum of I & W. Department, Government of West Bengal vide No-20-W/2024-25 Dated-19.07.2024.
36. Any typing errors are ignorable.


Executive Engineer
Malda Irrigation Division
Green Park, Malda

• **Date and Time for Tender Procedure :-**

<u>Sl. No.</u>	<u>Description</u>	<u>Date & Time</u>
1.	Date of publication.	11.06.2026 at 07.00 Hrs.
2.	Last date and time for application .	15.06.2026 upto 12.00 Hrs.
3.	Last date and time for Issue of Tender Papers.	15.06.2026 from 16.00 Hrs. to 17.00 Hrs.
4.	Date and time for Dropping Tender Paper.	16.06.2026 upto 16.00 Hrs.
5.	Date of Opening of Tender In the Office of the Executive Engineer, Malda Irrigation Division, Green Park, Malda.	16.06.2026 After 16.05 Hrs.

• **List of Works Enclosed to this SNIT**


 10/6/26
Executive Engineer
Malda Irrigation Division
Green Park, Malda

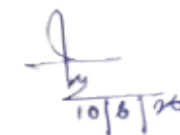
LIST OF WORKS

SHORT NIT No. : EE/MID/SNIT-02/2026-27

Sl. No.	Name of Work//Project/Procurement*	Estimated Amount put to Tender (Tender Value) (Rs.)	Earnest Money (EMD) (Rs.)	Time allowed for completion (In English Calendar days)	Source of fund	Minimum eligibility criteria to match the Prequalification (PQ) credential in terms of execution of similar completed previous works contract	Physical Milestones for completion of each work within stipulated time (Refer to Clause 17 of the General Terms & Conditions of e- NIT)
1	2	3	4	5	6	7	8
1	Palliative protection work to prevent the bank erosion in the left bank of river Ganga for a length of 28.00 m, in the Down Stream of Parlalpur Radhagovinda Mandir, Village- Parlalpur, G.P.- Par Deonapur-Sovapur, Block- Kaliachak- III and P.S.- Baishnabnagar, Dist.- Malda.	Rs. 34,10,951.00	Rs. 68,219.00	21 days	Emgmt Rest Work SDS(M)	Summary of minimum eligibility requirement to technically qualify or the next stage of financial bid in this tender: A. Technical PQ Credential: i. The bidder must have satisfactorily completed at least 1 (one) ' similar nature ' work under Government Sector within last five FYs on the date of publication of this NIT of Gross monitory value (Gross monitory value is calculated based on final billed value is the Credential Certificate (CC) multiplied by inflationary factor completed within the preceding five FYs of similar in nature, of Gross notional Value not be less than 30% of the amount put to tender of the work for which the bidder chooses to participate in this SNIT).	1 st 07 Days – 40% 2 nd 07 Days – 40% 3 rd 07 Days – 20%
2	Palliative protection work to prevent the bank erosion in the left bank of river Ganga for a length of 50.00 m, in the upstream of Parlalpur Radhagovinda Mandir, Village- Parlalpur, G.P.- Par Deonapur-Sovapur, Block- Kaliachak- III and P.S.- Baishnabnagar, Dist.- Malda.	Rs. 19,36,928.00	Rs. 38,739.00	21 days	Emgmt Rest Work SDS(M)	-Do-	1 st 07 Days – 40% 2 nd 07 Days – 40% 3 rd 07 Days – 20%

Sl. No.	Name of Work//Project/Procurement*	Estimated Amount put to Tender (Tender Value) (Rs.)	Earnest Money (EMD) (Rs.)	Time allowed for completion (In English Calendar days)	Source of fund	Minimum eligibility criteria to match the Prequalification (PQ) credential in terms of execution of similar completed previous works contract	Physical Milestones for completion of each work within stipulated time (Refer to Clause 17 of the General Terms & Conditions of e- NIT)
3	Palliative protection work to prevent the bank erosion in the left bank of river Ganga for a length of 32.00 m, in the Front of Parlalpur Radhagovinda Mandir, Village- Parlalpur, G.P.- Par Deonapur-Sovapur, Block- Kaliachak- III and P.S.- Baishnabnagar, Dist.- Malda	Rs. 38,80,655.00	Rs. 77,613.00	21 days	Emgmt Rest Work SDS(M)	-Do-	1 st 07 Days – 40% 2 nd 07 Days – 40% 3 rd 07 Days – 20%

(*) Consortium & Joint Venture are not permitted to bid in this SNIT.



Executive Engineer
Malda Irrigation Division
Green Park, Malda

FORM 1

(To be submitted in plain paper/letter head as per specimen, duly filled up and submitted which shall be treated as the self declaration of the bidder)

APPLICATION FOR Short NIT

To,
The Executive Engineer
Malda Irrigation Division, I&W Directorate

SNIT No:-.....Serial No. of Works applied

for :-.....

Amount put to Short NIT: Rs.....

Dear Sir,

Having examined the Technical PQ, OID, Corrigendum (*optional) & entire SNIT documents, I/we hereby would like to state that I/we willfully accept all your conditions and offer to execute the work as per the tenders rules in SNIT, terms & conditions, specifications, drawings, bill of quantities and corrigenda/addenda, SoR, and Agreement (WB Form No. 2911(i)/(ii) involving the Short NIT and Serial no of work stated above. I/We acknowledge that the making of our bid shall be regarded as an unconditional and absolute acceptance of the terms & conditions of the SNIT. I/We also agree to remedy the defects during execution and upto end of security period of the above work in conformity with the conditions of contract, specifications, drawings, bill of quantities and addenda/corrigenda.

Dated this _____ day of _____ 20____

Full name of Bidder /Contractor _____

Name in full of Signatory/s*: _____

In the capacity*of: _____

Duly authorized to sign bid

for & on behalf of (Name of Firm): _____ (In block Capital letters or typed)

Office address with seal:

Telephone no(s)(office) _____

Mobile No _____

Fax No: _____

E mail ID: _____

*In case of Joint Venture & Consortium the Lead Member to submit this format.

(SIGNATURE OF BIDDER)

FORM – 2

Declaration against Common Interest

(To be submitted in plain paper/letter head as per specimen, duly filled up and submitted which shall be treated as the self declaration of the bidder)

Ref:-SNIT No.....,

Sl. No. of work.....(in the list of work in the SNIT)

To,
Executive Engineer
.....Division
Irrigation & Waterways Directorate

I/We, Sri/Smt. _____, the authorized signatory on behalf of
.....do hereby affirm that I/We/any of the member
of..... bidding against SNIT No. Sl. No.....
do not have any common interest either as a partner in any other partnership firm /consortium/Joint Venture or as Proprietor / Principal
Share Holder of any other Firm/Company in the same serial for the work I / we want to participate.

Dated this _____ day of _____ 20____
Full name of Bidder /Contractor _____
Authorised Signatory _____
In the capacity of: _____
Duly authorized to sign bid
for & on behalf of (Name of Firm): _____
(In block Capital letters or typed)

Office address with seal:
Telephone no(s)(office) _____
Mobile No _____
Fax No: _____
E mail ID: _____

*In case of Joint Venture & Consortium the Lead Member to submit this format.

(SIGNATURE OF BIDDER)

FORM –4

Declaration on antecedents and performance

(To be submitted in plain paper/letter head as per specimen, duly filled up and submitted which shall be treated as the self declaration of the bidder)

Ref:-SNIT No.....,

Work Sl. No.....

To,
Executive Engineer
.....Division
Irrigation & Waterways Directorate

I/We, Sri/Smt. _____, the authorized signatory on behalf of
.....do hereby affirm that I/We/any of the member
of..... bidding against SNIT No. Sl. No.....

are not black listed suspended or debarred from participation in State Government procurements and tenders in the Irrigation & Waterways Directorate, Government of West Bengal, other Departments of the State Government and Government of India on the date of publication of this Short Notice Inviting Tender (SNIT).

If at a later stage this submission (undertaking) is found incorrect, the bidder company along with all its constituent members/owners/partners would be liable to penal actions as decided by the Government under the law.

Dated this _____ day of _____ 20

Full name of Bidder /Contractor _____

Authorized Signatory _____

In the capacity of: _____

Duly authorized to sign bid

for & on behalf of (Name of Firm): _____

(In block Capital letters or typed)

Office address with seal:

Telephone no(s)(office) _____

Mobile No _____

Fax No: _____

E mail ID: _____

(SIGNATURE OF BIDDER)

FORM-6*

SPECIMEN FORMAT FOR THE BANK GUARANTEE FOR ADDITIONAL PERFORMANCE SECURITY DEPOSIT

(*To be submitted only if the bid price quoted by the bidder is below 20% of the estimated cost put to tender, non submission within 7 working days from date of issuance of LOA which may be maximum extended to 14 working days after issuance of LOA/LOI will lead to rejection of selected bidder. Similar standard format issued by RBI approved Bank pledging Bank Guarantee of the required value and period in favour of Engineer-in-Charge is acceptable)

To,

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

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

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

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a Scheduled commercial bank for the sum specified therein for ‘ADDITIONAL PERFORMANCE SECURITY DEPOSIT’ for compliance with his obligation in accordance with the Contract:

AND WHEREAS we (Indicate the name of the bank and branch) have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we ; (Indicate the name of bank and branch) hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, upto a total of Rs. (amount of guarantee) (in words). We undertake to pay you, upon your first written demand and without cavil or argument, a sum within the limits of (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We (Indicate the name of the bank and branch) hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We (Indicate the name of the bank and branch) further agree to pay to you any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present absolute and unequivocal.

The payment/so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

We (Indicate the name of the bank and branch) further agree that no change or addition to or other modification of the terms of the Contract or of the works to be performed there under or of any of the contract documents which may be made between you and the contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

We (Indicate the name of the bank and branch) lastly undertake not to revoke this guarantee except with the previous consent of you in writing.

This guarantee shall be valid upto ----- . It come into force with immediate effect and shall remain in force and valid for a period upto the time of completion of the work under the stated contract plus

claim period of six months for the Bank Guarantee. Notwithstanding, anything mentioned above, our liability against this guarantee is restricted to Rs (Rs.) and unless a claim in writing is lodged with us within the validity period, i.e. upto.....of this guarantee all our liabilities under this guarantee shall cease to exist.

Signed and sealed this day of 20 at

SIGNED, SEALED AND DELIVERED

For and on behalf of the BANK by: (Signature)

(Name)

(Designation

(Code Number)

(Address)

NOTES:

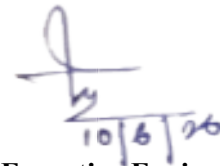
I. The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee

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

Copy submitted to:-

1. The Chief Engineer (North), Irrigation & Waterways Directorate, Govt. of West Bengal, Green Park, Malda
2. The Superintending Engineer, North Irrigation Circle-I, Irrigation & Waterways Directorate, Government of West Bengal, Green Park, P.O.-Mokdumpur, Dist.-Malda.
3. The District Magistrate (DM), Malda.
4. Sub-Divisional Officer, Malda Irrigation Sub-Division, Green Park, P.O.-Mokdumpur, Dist.- Malda.
5. Sub-Divisional Officer, Malda Investigation Sub-Division, Green Park, P.O.-Mokdumpur, Dist.- Malda.
6. Sub-Divisional Officer, Ganga Anti Erosion Sub-Division No.- I, Green Park, P.O.-Mokdumpur, Dist.- Malda.
7. Sub-Divisional Officer, Ganga Anti Erosion Sub-Division No.- II, Green Park, P.O.-Mokdumpur, Dist.- Malda.
8. Divisional Accounts Branch of Malda Irrigation Division, Green Park, Malda.
9. **OFFICE NOTICE BOARD** of Office of the Executive Engineer, Malda Irrigation Division, Green Park, P.O.- Mokdumpur, Dist.- Malda.

Enclo: List of works



**Executive Engineer
Malda Irrigation Division
Green Park, Malda**