

West Bengal Tourism Development Corporation Limited

(A Govt. of West Bengal Undertaking)

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Dated: - 22-06-2018

1st Corrigendum.

Sub: - Correction against NIT No:-40/WBTDCL OF 2018-19 (Technical) 3rd Call.

NAME OF WORK: - PROPOSED TOURIST RESORT AT CHANDANNAGAR, HOOGHLY.

This is hereby informed to all concerned that the following change has been made:

Sl. no.	Page No.	Existing Clause	To be read as
1.	02	Eligibility criteria for participation in the tender. The prospective bidders shall have satisfactorily completed as a prime agency during the last 5 (<i>Five</i>) years from the date of issue of this Notice at least one work of similar nature under authority of State / Central Government, State / Central Government undertaking / Statutory Bodies Constituted under the Statute of the Central / State Government at least in the magnitude of 20% (<i>Twenty percent</i>) of the amount put to tender and as par G, O.	Eligibility criteria for participation in the tender. The prospective bidders shall have satisfactorily completed as a prime agency during the last 2 (<i>Two</i>) years from the date of issue of this Notice at least one work of similar nature under authority of State / Central Government, State / Central Government undertaking / Statutory Bodies Constituted under the Statute of the Central / State Government at least in the magnitude of 20% (<i>Twenty percent</i>) of the amount put to tender and as par G, O.
2.	03	Annexure –A Value of work in a single contract of not less than 40% of tendered amount for building works in last two years.	Annexure –A Value of work in a single contract of not less than 20% of tendered amount for building works in last two years.
3.	13	IX.Financial Statement (Section – B, Form – II). The prospective bidders shall have satisfactorily completed as a prime agency during the last 5 (<i>Five</i>) years from the date of issue of this Notice at least one work of similar nature under authority of State / Central Government, State / Central Government undertaking / Statutory Bodies Constituted under the Statute of the Central / State Government at least in the magnitude of 20% (<i>Twenty percent</i>) of the amount put to tender.	IX.Financial Statement (Section – B, Form – II). The prospective bidders shall have satisfactorily completed as a prime agency during the last 2 (<i>Two</i>) years from the date of issue of this Notice at least one work of similar nature under authority of State / Central Government, State / Central Government undertaking / Statutory Bodies Constituted under the Statute of the Central / State Government at least in the magnitude of 20% (<i>Twenty percent</i>) of the amount put to tender.
4.	25	SECTION – B FORM – V, EXPERIENCE PROFILE List of projects completed that are similar in nature to the works having more than 20% (twenty percent) of the project cost executed during the last 3(Three) years.	SECTION – B FORM – V, EXPERIENCE PROFILE List of projects completed that are similar in nature to the works having more than 20% (twenty percent) of the project cost executed during the last 2(Two) years.

All others terms and conditions will remain unchanged.

Sd/-
Executive Engineer
WBTDCL Ltd.

Special Terms & Condition (II)

Sub: Additional Performance Security for different works under WBTDCL.

It has been observed that in some bids have been received at much lower rate in comparison with the estimated amount put to tender, which leads to a doubt regarding the quality and proper execution of the work for which such bids have been received.

To safeguard the interest of the Government, Performance Security for the cases as mentioned below all works under WBTDCL.

An Additional Performance Security shall be obtained from the successful bidder, if the accepted bid value is more than 5% less than the estimated amount put to tender, from the successful bidder.

Additional performance security to be deposited matching with the less percentage quoted by the successful bidder. Eg. If the quoted bid is 8% less then the bidder will have to deposit an additional amount over the standard performance security at the rate of 8% of the estimated value put to tender. If the bidder fails to fulfill the requirement his bid will be canceled automatically.

The Additional Performance Security shall be submitted in the form of Bank Guarantee from any Scheduled Bank as per enclosed format (Annexure-I) before issuance of Work Order. If the bidder fails to submit the Additional Performance Security within seven working days from the date of issuance of Letter of Acceptance, his earnest money will be forfeited.

The said Bank Guarantee shall be valid up to the end of the Contract Period and shall be renewed accordingly, if required. The said Bank Guarantee shall be returned immediately after successful completion of the Contract.

If the bidder fails to complete the work successfully, the Additional Performance Security shall be forfeited at any time during the pendency of the Contract period after serving proper notice to the Contractor.

Necessary provisions regarding deduction of security deposit from the progressive bills of the contractor as per relevant clauses of the contract will in no way be affected / altered by this Additional Performance Security.

Henceforth necessary provision shall be incorporated in all Notice Inviting Tenders and should be a part of the Contract Agreement.

This order will take immediate effect

All concerned are being informed.

Sd/-

Executive Engineer
West Bengal Tourism Development Corporation Ltd.

Annexure- I

**FORMAT OF THE BANK GUARANTEE FOR ADDITIONAL PERFORMANCE
SECURITY DEPOSIT**

To

-----[Designation of Engineer – In – Charge]

-----[Office address of Engineer – In – Charge]

WHEREAS [name and address of Contractor] (hereafter called "the Contractor") has undertaken, in pursuance of Contract No:

dated to execute [name of Contract and brief description of Works] (hereinafter called "the Contract").

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 & branch) have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we ; (Indicate the name of the bank & 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 & 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 & 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 & 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 & 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 should be mentioned on the covering letter of issuing Branch.