



**OFFICE OF THE EXECUTIVE ENGINEER**  
**WEST BENGAL STATE RURAL DEVELOPMENT AGENCY,**  
**Howrah Division - I**  
**2, MAHATMA GANDHI ROAD, (1<sup>ST</sup> FLOOR), HOWRAH – 711 101**  
**Email ID – [wb-how@pmgsy.nic.in](mailto:wb-how@pmgsy.nic.in)**

**MEMO NO: - 588**

**DATE: - 26.11.2025**

**NOTICE INVITING E-TENDER NO. – WBSRDA/EE/HOW-1/NIT\_12 of 2025-26 of Executive Engineer, WBSRDA, Howrah Division-I**

For and on behalf of Panchayats and Rural Development Department, Govt. of West Bengal, the Executive Engineer, WBSRDA, Howrah Division I invites **E-Tender in percentage rates for each of the following Construction of Culverts under SDMF by two cover system. Resourceful and Bona-fide contractors of Government/Semi Government/Undertaking/Autonomous Bodies/Statutory Bodies and Local Bodies** who satisfy the terms and conditions set out in pre-qualification document and having registration in e-procurement portal ([www.wbtenders.gov.in](http://www.wbtenders.gov.in)) under Govt. of West Bengal **may submit their bids. The in ending contractors must have completed at least one work of similar nature in a single contract as a prime contractor within last five years** from the date of issue of this NIT, **value of which is not less than 40% of the amount put to tender Or of 2(two) similar nature of work, each of minimum value of 30% of the estimated amount put to tender during last 5 year prior to issuance of this NIT.** The pre-qualification documents are to be uploaded in two separate folders. One of the folders shall contain Technical documents. Financial Bids are to be uploaded in another folder. The Tenders shall be available for viewing in our website [www.wbtenders.gov.in](http://www.wbtenders.gov.in)

**Table-1:Listof Works**

Sl. No.	District	Block	Name of the work	Amount of Construction Cost put to Tender	Earnest Money/Bid Security	Completion Time	Defect liability Period
				(Rs)	(Rs)		
1	Howrah	Bally Jagacha	Construction RCC Box culvert 2 cell 3mX 4m X 6m at Makalpara Bridge with allied works on the road from Belagar Rail gate to South joypur bhatta at ch 0.152 km at Durgapur Abhaynagar-I GP under Bally-Jagacha block in the District of howrah	52,47,242.00	104945.00	4 (four) months	5 years
2	Howrah	Bally Jagacha	Construction of RCC Box culvert 2 cell 4m X 4m X 6m at bhootbagan with allied works on the road from Bhattanagar bheri to Benaras Road pocha Khal More at ch 0.420 km at Anandanagar GP under Bally-Jagacha block in the district of Howrah. in the district of Howrah	54,92,951.00	109859.00	4 (four) months	5 years

3	Howrah	Jagatballavpur	Construction of RCC Box Culvert 2 nos 1 cell 2m X 2m X 6M at km with allied works within alignment of the road Khanpara to Barmanpara (Changurali Muslimpara 5.90 km) (Harinarayanpur Khanrapara 6.45 km) at Maju GP under Jagatballavpur Block in the District of Howrah.	69,21,993.00	138440.00	4 (four) months	5 years
4	Howrah	Domjur	Construction of RCC Box culvert 1 cell 4mX 4m X 6m at Keshabpur Moira Bridge with allied works on the road from Kesabpur to Dakshin Jhapardaha at ch 0.122 km under Rudrapur GP under Domjur block in the District of Howrah.	40,41,368.00	80827.00	4 (four) months	5 years

1. Intending bidders may download tender documents from e-procurement portal of our website: [www.wbtenders.gov.in](http://www.wbtenders.gov.in) from **27/11/2025 18:55 Hours to 25/12/2025 (up to 15:00 Hours)**. The pre-qualification bid documents duly filled and digitally signed in all respect may be submitted online before **15:00 hrs (as per server clock) on 25/12/2025**.
2. Tender Inviting Authority will not take any responsibility for the delay caused due to non-availability of internet connection or traffic jam etc. for on-line bidding.
3. **Earnest Money / Bid Security: Cost of Bid Security/ Earnest Money should be deposited**

Net banking (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI Bank Payment Gateway.

4. The pre-qualification (Technical Bids) documents will be opened on **27/12/2025 at 15:00** hours by the authorized officers.
5. Tender Inviting authority reserves the right to call for original document for verification from successful bidder (s) only in case of exceptional circumstances.
6. The results of the technical evaluation shall be made public on e-procurement systems following which there will be a period of 48 hrs during which any bidder may submit **complaint** which shall be considered for resolution before opening the financial bid.
7. The Financial bid of the technically qualified bidders will be opened for evaluation and the financial bid of non-qualified bidders will remain unopened. No separate intimation will be given for this, unless the above date is changed. In case of change of date, due intimation will be given on-line only.
8. Tender Inviting authority reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids, at any point of time prior to the issuance of work order, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the authority's action.
9. Acceptance of Tender (AOT)/LOA will be issued only after approval of competent authority.
10. GST, Cess, Taxes and Duties etc. if any at applicable rates will be deducted from the bill of the contractor.
11. **L1 bidder to submit Rs. 5000 only (for Two Sets) for formal agreement cost at**

**Executive Engineer office to execute the formal agreement.**

**12. Additional Performance Security**

The Additional Performance Security shall be obtained and released from successful bidder, if the accepted bid value is more than or equal to 20% less than the estimated amount put to tender, vide order no 4608-F(Y) dated 18-07-2018 of finance dept. Govt. of West Bengal.

- 13. The Security Deposit** money of successful bidders will be released full or in part during/after expiry of **defect liability period** from the actual date of completion of the work as per norms stated in “Other Instruction”, Instruction to Bidder (ITB).

Any damages occurred during defect liability period (DLP) will have to be done by the contractor at his own cost. The Contractor at his cost shall provide, in the joint names of the Employer and the Contractor, insurance cover (Contractor all Risk Insurance) from the start date of work to the date of Completion of Work.

- 14.** The intending Bidders should satisfy himself about the alignment of the proposed road site and other site condition by visiting the site before quoting their rates.

**A) The eligibility criteria are given below:**

- I. The applicant in the same name and style have to achieve annual turnover in any of the year over the Last five years (excluding current FY) (50% of which is from civil engineering construction works and equivalent).
  - a) 60% of amount put to bid, in case the amount put to bid is Rs.200 lakhs and less.
  - b) 75% of amount put to bid, in case the amount put to bid is more than Rs.200 lakhs.
- II. The applicant in the same name and style as prime contractor should have successfully completed at least one contract of same type of **work at least 40% value of the proposed contract within the last 5 years from date of Publication of this NIT Or of 2(two) similar nature of work, each of minimum value of 30% of the estimated amount put to tender during last 5 year prior to issuance of this NIT.**
- III. The contractor should have sufficient technical man power, tools and plants to complete the work
- IV. The prime contractor should have necessary bid capacity to execute the work.  
(Bid capacity will be calculated for work valued more than (10 Lakh.)
- V. Audited Financial statements for the consecutive last 05 (five) years. UDIN must be produced for the year of turnover to be considered for Bid Capacity.
- VI. Income Tax return must be submitted for last 5 (five) years.
- VII. GST registration Certificate, Professional Tax registration certificate, Trade license must be furnished.
- VIII. Joint venture will not be allowed.
- IX. Proposal for sub-contracting is not allowed
- X. No **CONDITIONAL / IN COMPLETE TENDER** will be accepted under any circumstances.
- XI. The bid of Any Black listed agency will not be accepted. Hence a self declaration in support of this must be submitted.
- XII. Arbitration will not be allowed in any case.
- XIII. Prospective applicants are advised to note carefully the **documents to be uploaded** for qualification as mentioned in the “Instruction to Bidder’ before bidding.
- XIV. EPFO, ESI with updated challan must be produced.

The amount of **earnest money** is 2% of the estimated cost of construction or Rs.10.00 lakhs whichever is lower (cl.11.1 of GCC form no 2911)

All duties, GST, taxes, royalties, cess, [including 1% cess under W.B. Road / Building and other Construction Workers (Regulation of Employments & Condition of Service) Act, 1996], toll, taxes and other

levies payable by the Contractor under the Contract to the State / Central Government for any other cause, shall be included in the rates, prices and total Bid price submitted by the bidder.

To keep the constructed road/building in good condition during the Defect Liability period after the completion of the construction if any work is required for routine maintenance, the same will be treated as defect liability and the Contractor has to do the maintenance work at his own cost.

**B) List of Important Dates of Bids:**

Sl No.	Particulars		Date	Time
1	Published Date		27/11/2025	18:55 Hrs (as per Server Clock)
2	Documents Download/ Sale Start Date	From	27/11/2025	18:55 Hrs (as per Server Clock)
3	Documents Download/ Sale End Date	To	25/12/2025	15:00 Hrs (as per Server Clock)
4	Bid Submission Start Date		27/11/2025	18:55 Hrs (as per Server Clock)
5	Bid Submission End Date		25/12/2025	15:00 Hrs (as per Server Clock)
6	Bid Opening Date (Technical)		27/12/2025	15:00Hrs (as per Server Clock)
7	Bid Opening Date (Financial)		After Evaluation of technical Bid	
8	Place of Opening Bid	Office of the Executive Engineer, WBSRDA, Howrah Division – I, 2 M.G. Road, Howrah - 711101		
9	Officer Inviting Bid	Office of the Executive Engineer, WBSRDA, Howrah Division – I, 2 M.G. Road, Howrah - 711101		
10	Last Date of Bid Validity	120 days from the date of opening of Financial Bid		

No separate intimation will be given for this, unless the above date is changed. In case of change of date, due intimation will be given on-line. No individual intimation will be given.

## Instructions to Bidders (ITB)

- A. **Scanned copies of the following documents to be up-loaded in PDF format in e-portal website <https://www.wbtenders.gov.in>**
1. Copy of Earnest money deposit challan with clearly written UTR/ Txn number (If EMD submitted in offline mode through Bank account)
  2. GST registration certificate (GSTIN), with latest return of GSTR – I and GSTR – III B.
  3. Pan card (IT)
  4. Trade license (latest valid)
  5. Income tax return for last 3 years
  6. Updated Professional Tax registration certificate
  7. Financial statement and Balance sheet of last 5 (Five) years. (Audited)
  8. Payment certificates (Signed by Competent Authority)/self-attested 26AS to be uploaded in support of Turnover. The turnover will be indexed at the rate of 8 percent simple interest for a year.
  9. Credentials for successful completion (certificates from the officer not below the rank of Executive Engineer / or equivalent) of at least one contract of same type of work in the same name and style as prime contractor having a magnitude of at least **40% of the amount put to tender** of the proposed contract within the last 5 years from the date of publication of this NIT **Or of 2 (two) similar nature of work, each of minimum value of 30% of the estimated amount put to tender during last 5 year prior to issuance of this NIT.**
  10. All tools and plants required for the work will have to be supplied by the contractor at his own cost. The list of machineries as indicated in clause (B1 of ITB) possessed by own/ arranged through lease deed along with Authenticated copy of invoice/ Challan as per ITB. **(For work valued more than 10 Lakh.)**
  11. List of ongoing works in hand and the Physical and financial progress of those works as per

<b>Annexure - C. (For work valued more than 10 Lakh.)</b>
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12. Scanned copy of Bid Capacity calculation in his/her own letter head. (Calculation to be done as prescribed **annexure -B)** **(For work valued more than 10 Lakh.)**
13. Tender form and NIT with all addendum and corrigendum to be uploaded will be (download and digitally signed. Quoting rate will only encrypted in the B.O.Q under financial bid. In case quoting any rate in printed tender form, the tender will be summarily rejected)
14. Special terms and conditions and specifications of work
15. Partnership firm shall furnish **partnership deed** and company shall furnish the Article of Association and Memorandum.
16. There registered cooperative societies should submit the registration certificate.
17. Power of attorney (in case of Partnership firm / Registered Co-Operative Society/company) to be uploaded.
18. Notarized Affidavit in non judicial stamp paper regarding non employment of any

Government official under him, deployment of machineries, laboratory equipment; technical personnel, correctness of certificates, and investment of minimum cash up to 30% of estimated cost etc. as per **annexure-A**.

19. Letter head of the agency/contractor containing Name addresses and contact details. During the currency of the project and after completion if the address of the agency/contractor changes, it will be the responsibility of the contractor to intimate the authority regarding such changes.
20. Work program in terms of bar chart to be submitted. (**For work valued more than 10 Lakh.**)
21. Bank Credit Certificate of 10% of the Amount put to tender should be provided as per format. (Format Attached as annexure D). (**For work valued more than 10 Lakh.**)
22. Others (if any)

**A. Bare Minimum requirements of machineries for Culvert construction works is as follows.**

This list is only indicative. The bidder shall have to arrange for every necessary machineries, tools & plants for the intended job to the full satisfaction of Engineer in charge (to be mentioned in the affidavit).

Sl No	Name of Machineries	Required Minimum Number
<b>General equipment required for construction Culvert work</b>		
1	<b>For overall bridge length of less than 200m.</b> – Batch type concrete mixer diesel or electric operated with a minimum size of 200 liters automatic water measuring system and integral weigher (hydraulic/pneumatic type).	1 no.
2	Steel Shuttering plates of 10 gauge thick core equivalent in mm. along with sufficient steel bracings.	Minimum 400 Sqm.
3	Semi-automatic batch type mixer with min capacity of 15m <sup>3</sup> /hr	2 nos
4	Mechanized Concrete Pump	2 nos
5	Excavator	2 nos
6	Vibrator (Needle)	
	a. 20mm dia.	4 nos
	b. 40mm dia.	4 nos
	c. 60mm dia.	4 nos
7	Plate Vibrator	4 nos

**B. Bare Minimum requirements of machineries for Approach Road Works**

This list is only indicative. The bidder shall have to arrange for every necessary machinery, tools & plants for the intended job.

Sl No	Name of Machineries	Required Minimum Number
1	Mobile Hot Mix Plant	1 no
2	Static Roller	1 no
3	Vibratory Roller	1 no
4	Excavator cum loader 1.0/0.24 Cum	1 no

C. Bare Minimum Survey Instruments

SI No	Name of Machineries	Required Minimum Number
1	Total station	1 no
2	Auto level with staff	2 nos

**Other instructions**

1. Before the dead line for submission of bids, the Employer may modify the bidding documents by issuing addenda.
2. The unit rate and the prices shall be quoted by the bidder entirely in Indian Rupees.
3. No Mobilization Advance and Advance against purchase of equipment will be paid for the work.
4. No Advance of any kind will be paid for the work under any circumstances.
5. Under no circumstances Escalation in prices in materials, labour charges, cost of P.O.L. & arbitration will be entertained.
6. The Employer requires the bidders / Contractors to strictly observe the laws against fraud and corruption in force in India, namely, Prevention of Corruption Act, 1988.
7. There will be no price preference to any bidder.
8. No interest claim will be admissible during refund of earnest money and security deposit.
9. Uploaded documents of valid successful bidders may be verified with the original in due course. The valid successful bidders have to show the originals to the concerned authority as and when required.
10. Any bill (running account / final) payment of proposed executed work may be made to Agency as per availability of fund.
11. Bid of any Black listed bidder will be rejected.
12. The engaged contractor will have to get registered under BOCW (RECS) act and shall have to contribute towards " The West Bengal Building and other Construction Workers' welfare fund" @1% (One percent) of the gross amount of the work by way of deduction from Running and/or final bill.
13. **Earnest Money & Security Deposit:** The Earnest Money (2% of amount put to tender) will be converted to Security deposit. The Balance amount of Security Deposit (as per Govt. order in force during pendency of the contract) money will be deducted from running and final bill.
14. **The Security Deposit will be released to the contractor as stated below.**
  - a. For work with six months Defect Liability Period:
    - i. Full security deposit shall be refunded to the contractor on expiry of six months from the actual date of completion of the work.
  - b. For work with one year Defect Liability Period:
    - i. Full security deposit shall be refunded to the contractor on expiry of one year from the actual date of completion of the work.
  - c. For work with two year Defect Liability Period:
    - i. 20% of the security deposit shall be refunded to the contractor on expiry of one year from the actual date of completion of the work;
    - ii. The balance 80% of the security deposit shall be refunded to the contractor on expiry of three years from the actual date of completion of the work;
  - d. For work with three year Defect Liability Period:
    - i. 30% of the security deposit shall be refunded to the contractor on expiry of two years from the

- actual date of completion of the work;
- ii. The balance 70% of the security deposit shall be refunded to the contractor on expiry of three years from the actual date of completion of the work;
  - e. For work with five year Defect Liability Period:
    - i. No security deposit shall be refunded to the contractor for 1<sup>st</sup> 3 years from the actual date of completion of the work;
    - ii. 30% of the security deposit shall be refunded to the contractor on expiry of four years from the actual date of completion of the work;
    - iii. The balance 70% of the security deposit shall be refunded to the contractor on expiry of five years from the actual date of completion of the work;
15. Time allowed for completion of work will be measured from the date of issue of work order
16. If any erroneous printing found after agreement or any time in the SOQ (Schedule of Quantity) Quantity or Rate, the Tender Inviting authority reserve the rights to correct the same as per approved original estimate.
17. Bidding documents (NIT and SBD) is to be uploaded by the bidder. The bidder has to only agree/ disagree on the conditions in the bidding document. The bidders who disagree on the conditions of bidding document cannot participate in the tender and his /their bid will be treated as informal.
18. **Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:**
- (i) Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and / or record of submission of any false / fake document(s).
  - (ii) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.
  - (iii) Participated in the previous bidding for the same work and had quoted unreasonably high or low bid prices and could not furnish rational justification for it to the Employer.
19. Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity for construction work is equal to or more than the total bid value. The available bid capacity will be calculated as per **annexure-B**.
20. The successful bidder shall have to abide by all the labour related and other rules, regulations and the Tender Inviting Authority in no way shall be held responsible for financial or any other consequences arising out of non his noncompliance of the same.
21. **Intending Bidder should read carefully read the CI No 41 of GCC regarding the suspension and debarment policy before participating the tender.**
22. **Tax Invoice needs to be issued by the agency**/contractor for raising claim showing separately the tax charged in accordance with the provisions of GST Act, 2017.
23. Contractor should have to ensure the engagement of **JOB CARD holders** as unskilled workers for execution of awarded work/s.
24. **Priority of Documents:** The documents forming the contract are to be taken as mutually explanatory of one another. For purpose of interpretation, the priority of the documents shall be in accordance with the following sequence.
- a. Form No. 2911
  - b. Notice to Proceed with the works;
  - c. Letter of acceptance;
  - d. Notice Inviting Tender



- e. Special Conditions of Contract and General Conditions of Contract (asperForm2911)
- f. Specifications;
- g. Drawings;
- h. Bill of Quantities ;and
- i. Any other document listed in the Contract Data as forming part of the Contract.

**Sd/- Biswanath Halder**  
**Executive Engineer**  
**WBSRDA, Howrah Division – I**

**MEMO NO: - 588/1(7)**

**DATE: - 26.11.2025**

Copy for favour of his kind information to:

1. Hon'ble Sabhdhipati, Howrah Zilla Parisad,
2. The Additional Secretary P&RD Department & Additional Chief Executive Officer, WBSRDA.
3. The Chief Engineer, P &RD Deptt.
4. The Superintending Engineer, Presidency Circle, P&RD Deptt.
5. The District Magistrate. Howrah .
6. The A.D.M. (Panchayet), Howrah.
7. The Purta Karmadhakshya. Howrah Zilla Parishad

**Sd/- Biswanath Halder**  
**Executive Engineer**  
**WBSRDA, Howrah Division – I**

## ANNEXURE-A

### **SAMPLE FORMAT OF AFFIDAVIT**

I, Sri.....,S/o Sri.....aged.....years, Residing at.....Proprietor/Partner/Director of.....,do hereby solemnly affirm and declare in connection with Construction of road from .....is as follows :

1. That I, the undersigned do certify that all the information furnished & statements made in the bid documents are true and correct to the best of my knowledge and belief.
2. That the undersigned also hereby verifies that neither any near relations of DE/SE/AE/SAE of the department nor any retired gazetted officers are in our employment.
3. The undersigned would authorize and request any bank, person, firm or corporation to furnish pertinent information as deemed necessary and or as requested by the department to verify this statement.
4. The undersigned understands and agrees that the bid shall remain open for Acceptance 120 days from the date of opening of financial bid.
5. The undersigned agrees to invest 30% of the contract price of works by cash during the implementation of the works.
6. The undersigned agrees to authorize the authority to seek references from the bankers of the undersigned.
7. If the contract is awarded to us, we will deploy at site all necessary T&P and equipments immediately on receipt of the work order. We would commence the work only on deployment of machineries at site to the full satisfaction of the Engineer-in-Charge. We would be duty bound to use those equipments at site to achieve the best result as per requirement of the contract. We would upkeep and maintain those equipments in running condition till completion of the Project. Any breakdown of any equipment will be replaced immediately. No part of equipment will be shifted to another site without the written permission of the E.I.C.
8. We would establish a site laboratory with minimum testing equipments/ apparatus to conduct the various tests on soil, aggregates and cement, concrete to maintain the quality at site. We will upkeep the laboratory set-up in good condition of the project.
9. We would deploy at site all necessary technical personnel for efficient contract management and supervision of works with a view to achieving best quality of works at site.
10. We would carry out all necessary tests of all major items at frequency spelled out in the contract document to achieve the best quality work at site. We will be contract bound to bring to the notice of the EIC any non-compliance of test results along with the action taken report.
11. Any departure whatsoever in any form will be considered as breach of contract. In such situation the department at his liberty may with hold our payment till we rectify the defects or fulfill our contractual obligation. In this connection, Departmental decision will be final and binding.
12. The undersigned also certifies that neither we have abandoned any work awarded to us, nor any penal action was taken against us by any department. The undersigned also declares that we do not have any running litigation with any department.
13. I further declare solemnly that at any stage of tender process or during the currency of the project work if the above parameters are found to be false or forged or not genuine then my EMD/Security Deposit/Performance Security Deposit, if any, will be forfeited to Government Account. I further declare that I am aware of initiation of any proceedings as per provisions in Law.



## ANNEXURE-B

### Assessed Available Bid capacity = (A\*N\*M – B)

Where,

A = Maximum value of civil engineering works executed in any one year during the last five years (updated to the price level of the last year at the rate of 8 percent simple interest a year) taking into account the completed as well as works in progress.  
N = 1, if Completion time is more than 6 months, N=0.5 if completion time is less than equal to six months.

M = 3

B = Value, at the current price level, of existing commitments and on-going works to be completed during the period of completion of the works for which bids are invited.

## ANNEXURE-C

Information on Bid Capacity (works for which bids have been submitted and works which are yet to be completed) as on the date of this bid.

### **a) Existing commitments and on-going works**

Description of Work	Place & State	Contract No & date	Name of Address of employer	Value of contract (Rs. In Lakh)	Stipulated period of completion	Value of works remaining to be completed (Rs. Lakhs)*	Engine Number and chassis number of the Machinery	Anticipated date of Completion
1	2	3	4	5	6	7		8
							a) Smooth Wheeled roller:  b) Mobile HMP: c) Concrete mixer:	

### **N.B: Suppression of any fact regarding work-in-hand will be liable for non-responsive of bid**

\* Enclose certificate from EIC/DDO for value of work remaining to be completed

### **b) Works for which bids already submitted (Work-order not issued)**

Description of Work	Place & State	Name and Address of employer	Estimated Value of Work (Rs. In Lakh)	Stipulated period of completion	Date when decision is expected	Remarks if any
1	2	3	4	5	6	7

**SAMPLE FORMAT FOR BANK CREDIT CERTIFICATE  
(BANK LETTER HEAD WITH ADRESS)**

**BANK CERTIFICATE**

This is to certify that ----- is a reputed company with a good financial standing.  
If the contract for the work, namely, \_\_\_\_\_ (Tender No. &  
Name of work) is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the  
extent of Rs. \_\_\_\_\_ to meet their working capital requirements for executing the above  
contract.

Signature of Senior Bank Manager \_\_\_\_\_  
Name of the senior Bank Manager \_\_\_\_\_  
Address of the Bank -----

Stamp of the Bank

**Note: Certificate should be on the letterhead of the bank and phone, fax and e-mail  
address should be written clearly & not older than 03 Months.**

## ANNEXURE-E

## BANK GURANTEE FOR ADDITIONAL PERFORMANCE SECURITY DEPOSIT

To  
The Executive Engineer

	Account Details
Account Name	
Beneficiary Bank Account No	
IFSC Code	
MICR Code	
Branch Address	

WHEREAS ..... [NAME AND ADDRESS OF CONTRACTOR] (here after called "The Contractor") has undertaken, in pursuance of to execute..... (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, up-to a total of Rs..... [amount of guarantee] .....(in words). We undertaken 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 to the above beneficiary bank account.

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 guarantee is absolute and unequivocal. The payment / so make 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 anyway, 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) also undertake not to revoke this guarantee except with your prior written consent.

The Guarantee shall be valid up to ..... It comes into force with immediate effect and shall remain in force and valid for a period of **One year and Six months** (Construction period claim period of six months). 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 of this Guarantee, i.e. up to ....., all our liabilities under this Guarantee shall cease to exist.

Signed and Sealed this \_\_\_\_\_ day of 20.....at \_\_\_\_\_

SIGNED, SEALD 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.

.....**END**.....

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