



## UTTAR DINAJPUR ZILLA PARISHAD, KARNAJORA, RAIGANJ.

### NOTICE INVITING E- TENDER

(TWO COVER SYSTEM)

FOR Construction/ Repair/ Up-gradation of Rural Roads

**e-NIT No: 469 /UDZP/2022-23**

Memo No....597 /Rastashree/UDZP

Dated:24-Feb-23

For and on behalf of Panchayats and Rural Development Department, Govt. of West Bengal, **District Engineer, Uttar Dinajpur Zilla Parishad** invites **E-Tender in percentage rates for each of the following Road works under RASTASHREE by two cover systems. Resourceful and Bona-fide contractors of Government/Semi Government/Undertaking/Autonomous Bodies/Statuary 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 intending 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: List of Works**

Sl. No.	District	Name of the work under Administrative Block	Estimated Cost put to Tender (Rs.)	Earnest Money/Bid Security (Rs.)	Participation Charge (Rs.)	Completion Time (Months)	Defect liability Period
1	UTTAR DINAJPUR	Construction of PCC road from Manaro Durga Mandir to Bihar Border Dowla via Monora at Kanki GP under Goalpokher-II block	3581992	71640	5000	30 Days	5 Year

- 1) Intending bidders may download tender documents from e-procurement portal of our website: [www.wbtenders.gov.in](http://www.wbtenders.gov.in) **from 17:00 Hours to 24-Feb-23 (upto 17:00 Hours).** The pre-qualification bid documents duly filled and digitally signed in all respect may be submitted online before **17:30 hrs (as per server clock) on 11-Mar-23.**
- 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**
  - a) Net banking (any of the banks listed in the ICICI Bank Payment gateway) in case of payment

through ICICI Bank Payment Gateway or

**b) in .....N/A.....in favour of: .....N/A.....”, IFSC No .....N/A.....through RTGS/NEFT/CBS system only. The Package number and UTR number should be clearly mentioned on the deposit challan. Payment made otherwise will be rejected.**

- 4) The pre-qualification (Technical Bids) documents will be opened on 13-Mar-23 at 11:00 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 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) Additional Performance Security in Road Projects**

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.

- 12) 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 will have to be done by the contractor at his own cost. in this respect Clause 17 of the General condition of contract in the Standard Bidding document following west Bengal form no 2911 shall be substituted with the following **vide Memo No. 5784-PW/L&A/2M-175/2017 Dt- 12.09.2017 of Law & Arbitration cell, Public Work Department, Govt. of West Bengal.**

**Clause 17** - If the contractor or his workmen or servants or authorized representatives shall break, deface, injure, or destroy any part of building, in which they may be working, or any building, road, road-curbs, fence, enclosure, water pipes, cables, drains, electric or telephone posts or wires, trees, grass or grassland or cultivated ground contiguous to the premises, on which the work or any part of it is being executed, or if any damage shall happen to the work from any cause whatsoever or any imperfection become apparent in at any time whether during its execution or within a period of three months or one year or three years or five years, as the case may be (depending upon the nature of the work as described in the explanation appended hereto) hereinafter referred to as the Defect Liability Period, from the actual date of completion of work as per completion certificate issued by the Engineer-in-Charge, the contractor shall make the same good at his own expense, or in default, the Engineer-in-Charge may cause the same to be made good by other workmen and deduct the expense (of which the certificate of the Engineer-in-Charge shall be final and binding on all concerned) from any sums, whether under this contract or otherwise, that may be then, or at any time thereafter become due to the contractor from the Government or from his security deposit, either full, or of a sufficient portion thereof and if the cost, in the opinion of the Engineer-in-Charge (which opinion shall be final and conclusive against the contractor), of making such damage or imperfection good shall exceed the amount of such security deposit and/or such sums, it shall be lawful for the Government to recover the excess cost from the contractor in accordance with the procedure prescribed by any law for the time being in force.

13) 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:**

1. The applicant in the same name and style should have achieved 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.
2. 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.**
3. The contractor should have sufficient technical manpower, tools and plants to complete the work
4. The prime contractor should have necessary bid capacity to execute the work. (Bid capacity will be calculated for work valued more than 1 Cr.)
5. Financial statements for the last 03 (three) years (Audited if applicable).
6. Income Tax return should be submitted for last 3 years.
7. GST registration Certificate, Professional Tax registration certificate, Card (Income Tax), Trade license should be furnished.
8. Joint venture will not be allowed
9. Proposal for sub-contracting is not allowed
10. No CONDITIONAL/INCOMPLETE TENDER will be accepted under any circumstances.
11. The bid of Any Black listed agency will not be accepted.
12. Arbitration will not be allowed in any case.
13. Prospective applicants are advised to note carefully the **documents to be uploaded** for qualification as mentioned in the "Instruction to Bidder" before bidding.

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		24-Feb-23	17:00Hrs
2	Documents Download / Sale Start Date	From	24-Feb-23	17:30 Hrs (as per Server Clock)
3	Documents Download / Sale End Date	To	11-Mar-23	17:00 Hrs (as per Server Clock)
4	Pre Bid Meeting			
5	Bid Submission Start Date		24-Feb-23	17:30Hrs (as per Server Clock)
6	Bid Submission End Date		11-Mar-23	17:30Hrs (as per Server Clock)
7	Bid Opening Date (Technical)		13-Mar-23	11:00 Hrs (as per Server Clock)
8	Bid Opening Date (Financial )		After Evaluation of technical Bid	
9	Place of Opening Bid	Uttar Dinajpur Zilla Parishad, Karnajora, Raiganj, Uttar Dinajpur, PIN 733130		
10	Officer Inviting Bid	District Engineer, Uttar Dinajpur Zilla Parishad		
10	Last Date of Bid Validity	90 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/Tax number (If EMD submitted in offline mode through Bank account)
  2. GST registration certificate (GSTIN)
  3. Pan card (IT)
  4. Trade license (latest valid)
  5. Income tax return for last 3 years
  6. Professional Tax registration certificate
  7. Financial statement and Balance sheet of last 3 years. (audited If applicable)
  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 1 Cr.)**
  11. List of ongoing works in hand and the Physical and financial progress of those works as per **Annexure-C. (For work valued more than 1 Cr.)**
  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 1 Cr.)**
  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. The 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. Notaries 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 1 Cr.)**
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 1 Cr.)**
22. Others (if any)

**B. Bare Minimum requirements of machineries for road construction works is as follows. (For work valued more than 1 Cr.)**

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 (For work value above Rs 1.00 Cr.)
1	Light-Duty Mobile HMP with separate heating & mixing drum (for Bituminous work only)	1
2	Smooth Wheeled Roller (8-10 Tone) (for Bituminous work/for earth work only)	1
3	Concrete Mixer (in case of concrete pavement)	1

**C. Other instructions**

1. Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.
2. The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.
3. No Mobilization Advance and Advance against purchase of equipments 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 three months Defect Liability Period:**
    - i) Full security deposit shall be refunded to the contractor on expiry of three 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 three years 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;
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 laws of the land 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( as per Form2911)
- 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/-

**District Engineer,  
Uttar Dinajpur Zilla Parishad**

Memo No: 597

Dated: 24-Feb-23

Copy forwarded for kind information and wide publication to:-

1. Sabhadhipati,,Zilla Parishad.
2. Special Secretary, P&RD Department
3. Chief Engineer, P&RD Department, Govt. of West Bengal
4. Financial Advisor, Govt. of West Bengal, P&RD Dept (HQ)
5. Superintending Engineer, RRNMU Barasat Circle/North Bengal Circle/RRNMU Malda Circle/  
RRNMU Bardhaman Circle/RRNMU Paschim Medinipur Circle/SQC/Maintenance/Bridge
6. District Magistrate, .....and Executive Officer .....Zilla Parishad.
7. Addl. Executive Officer, .....Zilla Parishad/Siliguri Mahakuma Parishad.
8. Executive Engineer (P&RD), .....Division.
9. District Engineer,.....Zilla Parishad.
10. PS to HMIC, P&RD Department
11. PA to Secretary, P&RD Department
12. District Information and Cultural Officer, .....District
13. Office Notice Board.

Sd/-

**District Engineer,  
Uttar Dinajpur Zilla Parishad**



**ANNEXURE-A**

**SAMPLE FORMAT OF AFFIDAVIT (To be submitted in Non-Judicial Stamp Paper and to be Notarised)**

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 staff and officers 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 90 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 to the full satisfaction of the Engineer in Charge 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 the full satisfaction of the Engineer in Charge 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 withhold 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.

**ANNEXURE-B**

**(For work valued more than 1 Cr.)**

**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**

**(For work valued more than 1 Cr.)**

Information on Bid Capacity

*a) Existing commitments and on-going works*

Description of Work	Place & State	Contract No & date	Name of Address of employer	Value o contract (Rs. In Lakh)	Stipulated period of completion	Value of works remaining to be completed (Rs. Lakhs)*	Anticipated date of Completion
1	2	3	4	5	6	7	8

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

**ANNEXURE-D**

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

**(For work valued more than 1 Cr.)**

**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

**ANNEXURE-E**

**BANK GURANTEE FOR ADDITIONAL PERFORMANCE SECURITY DEPOSIT**

To  
The Executive Engineer  
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	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 not withstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto. Our liability under this present 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.

