



WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED
(A Govt. of West Bengal Enterprise)
NADIA REGIONAL OFFICE
Power House Complex, Bejikhali More, Krishnanagar, Nadia – 741101
582 E-mail : rm.nadia@wbasedcl.in

NOTICE INVITING e-TENDER

NIT No. : RM/ Nadia/ Electrical/ E-Tender/ 2022-23/ 06

Date 18.01.2023

SUBJECT: “Electrification Works and Yard Lighting for Proposed Four Storied B- Type Staff Quarter Building Inside the Premises of Krishnanagar Power House Complex, WBSEDCL, Krishnanagar, Dist:- Nadia.”

The Regional Manager, Nadia Regional Office, WBSEDCL invites e-Tender only from bonafide, experienced & resourceful contractors enlisted in WBSEDCL for the following work:

Sl. No.	Name of the Work	Estimated Amount (Rs)	Earnest Money (Rs)	Period of Completion	Name & address of the Concerned Office
01.	Electrification works and yard lighting for proposed four storied B- type staff quarter Building inside the premises of Krishnanagar Power House , WBSEDCL, Krishnanagar, Dist:- Nadia	9,45,713.00 (Excluding GST) (Rupees Nine Lakhs Forty Five thousand Seven Hundred Thirteen One Only)	@2% of the estimated cost	3 (Three) Months from the date of Handover of Work Site	Nadia Regional Office, Power House Complex, Bejikhali More, Krishnanagar, Nadia – 741101

- (1) For e-filing of tender, intending bidder may download the tender documents from the website <https://wbtenders.gov.in> directly with the help of Digital Signature Certificate.
- (2) Both Technical Bid and Financial Bid should be submitted in technical and financial folder concurrently duly digitally signed by the Tenderer through the website <https://wbtenders.gov.in>.
- (3) Technical Document and Financial Bid should be submitted online on or before as per the ‘Date & Time Schedule’ stated in Sl. No.-09.
- (4) The FINANCIAL OFFER of the prospective tenderer will be considered only if the TECHNICAL DOCUMENT of the tenderer found qualified by the Tender Inviting Authority. The decision of the Tender Inviting Authority will be final and absolute in this respect. The list of Responsive and Non-Responsive Bidders will be displayed in the website.
- (5) The bid so prepared by the bidder and all other correspondences and documents relating to the bid, exchanged between the bidder and WBSEDCL, shall be written in English language only.

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- **Registered Office: “Vidyut Bhavan”,** Bidhannagar, Block-DJ, Sector-II, Kolkata-91
 - Corporate Identity Number : U40109WB2007SGC113473
 - Website : www.wbasedcl.in
- WBSEDCL**

(6) Eligibility Criteria: The bidder shall be liable to fulfill all eligibility criteria, as listed hereunder:

- (a) **Technical Requirement :** To be considered as technically eligible, the bidders must be bonafide, experienced and resourceful contractors enlisted with WBSEDCL who have successfully completed similar nature of work under the authority of Government, semi-Government, Government undertaking organizations, government enterprises or any power utility etc. having value not less than 50% (fifty percent) of the estimated cost in a single contract during the preceding 5 (five) years. Performance Certificate mentioning the details of the work executed is to be furnished in this regard along with copy of orders and/or completion certificate.

The word 'similar' shall mean similar type of work like electrical wiring, lighting or erection of installation/ equipment that contributes towards major financial involvement of the bid.

- (b) **Commercial & Statutory Requirement:** The bidders shall be liable to produce valid copies of all financial and statutory documents pertaining to GST registration, EPF Registration, ESI registration, PAN Card, Professional Tax Certificate/ Challan, Trade License, Copy of Enlistment, IT acknowledgement/ return for last 3 years, other statutory documents etc. as listed in the table to be uploaded along with the bid for evaluation.
- (c) The bidders shall be liable to submit reports on the financial standing of the firm/company reflecting solvency of the bidder such as Audited Annual Financial Reports (last 3 years), Working Capital (minimum 30% of the Estimated Cost during the preceding year), Annual Turnover (minimum 30% of the Estimated Cost during the last 3 years) etc. for the period as applicable and listed in the table to be uploaded along with the bid for evaluation.
- (d) All intending bidders must possess valid electrical contractor's license with supervisory competency certificate suitable for erection and installation of the said job.
- (e) The bidder shall not be under blacklisting/ holiday listing by WBSEDCL at the time of placing of bids. A self-declaration may be furnished in this respect.

Bidders are advised to carefully go through the table of documents required for submission to ensure their minimum qualification criteria, failing which their eligibility shall not be considered.

- (7) **Validity of Bids:** Bids shall remain valid for a period not less than 120 (One hundred twenty) days after date of opening of bids of the tender. Bids valid for a shorter period shall be rejected by the Tender Inviting Authority as non-responsive. If the bidder withdraws the bid before the period of bid validity without giving any satisfactory explanation for such withdrawals, the earnest money as deposited will be forfeited forthwith without assigning any reason thereof.
- (8) **Earnest Money Deposit (EMD) :** The bidder shall submit Earnest Money Deposit (EMD) @ 2% of the Estimated Cost, i.e., Rs. 18,914.00 (Rupees Eighteen Thousand Nine Hundred and Fourteen only) shall have to be deposited through Online or Uploading Bank Guarantee (scan copy) of any Indian schedule

Bank in favour of WBSEDCL as prescribed in the NIT. The bidder shall select the tender to bid and initiate payment of EMD through any one of the following methods:

- (a) Net-banking through payment Gateway
- (b) RTGS / NEFT Payment: On selection of RTGS/NEFT as the payment mode, the e-Procurement portal will show a pre-filled challan having the details to process RTGS/NEFT transaction. The bidder will print the challan and use the prefilled information to make RTGS/NEFT payment using his bank account. Once the payment is made, the bidder will come back to the e- procurement portal to continue the bidding process after expiry of a reasonable time to enable the RTGS/NEFT process to be completed.
- (c) Submission of EMD through Bank Guarantee (BG): For submission of EMD in the form of BG, bidders will have to opt for EMD Exemption in the government e-tender portal and upload scanned copy of BG in the EMD exemption document upload section. Physical copy of the BG shall be submitted at the office of the tender inviting authority i.e. the Regional Manager, Nadia Region, WBSEDCL, within specified due date as mentioned in schedule of dates.
- (d) EMD amount must be paid either in online mode or submitted through Bank Guarantee (BG) in full. Partial payment through online mode and remaining submission through BG is not allowed.

General Instruction for Online Payment:

- The bidder will have to mandatorily pay through Net-banking facility once Net-banking mode is opted for payment.
- Status of NEFT/RTGS payment through challan for a bid may take time for bank settlement which is updated in 24 Hrs. (approx.). As such bidders opting to pay through NEFT/RTGS mode shall make payment well before 24 Hrs. to avoid any complicity.
- In case actual EMD amount as per NIT is more than the one shown in E-tender Portal, bidders will have to opt for NEFT/RTGS mode (challan mode). In that case the total actual EMD amount is to be paid only through NEFT/RTGS mode (challan mode).
- The bank account used for payment of EMD by the bidders shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD has been initiated.

Refund /Settlement of EMD Amount:

- For unsuccessful bidders, EMD amount submitted against the tender shall be refunded automatically, through an automated process, by NIC portal on receipt of updated status of any bid.
- For successful bid(s), EMD will be refunded from WBSEDCL authority after completion of tendering process and following due procedures.
- The bank account used for payment of EMD by the bidders shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD has been initiated.
- For any queries related to payment and refunds, bidders will have to communicate with ICICI Customer Support, viz. 033 4026 7512 / 13 since payment gateway facility used by E-tender portal is maintained by ICICI.

(9)

Forfeiture of Earnest Money Deposit (EMD): Earnest money deposit / bid guarantee shall be forfeited in case of the following situations:

- (a) If during the period of validity, the bidder withdraws / modifies its bid as a whole or in part.
- (b) If the bidder deviates from any clarification/confirmation given by him subsequent to submission of his bid.
- (c) In the case of successful bid, if the bidder fails:
 - To accept LOA / Order unconditionally and sign contract.
 - To furnish contract performance bond as per standard proforma.

Successful bidder(s) shall have to mandatorily create Vendor ID through WBSEDCL Web Portal Vendor Corner, if not created earlier.

(10) **Security Deposit:** Security deposit @ 3% of order value will have to be deposited with the Manager (F&A), Nadia Regional Office, which will be refunded in due course on completion of the tenure of contract. In respect of the successful Bidder, the Earnest Money after acceptance of Tender shall be converted as a part of the Security Deposit, and the balance amount shall be realised by recovering from the progressive bill amount of the bidder. In all cases the amount of recovery will be so adjusted as to make the total amount of Security Deposit equivalent to 03% (Three percent) to the value of work executed.

(11) **Additional Performance Security :** All bids in the range of -20% to -80% of the estimated value shall be required to furnish an Additional Performance Security, in the form of Bank Guarantee, equivalent to 10% of the work value. The validity period of the Bank Guarantee will be a minimum period of 02 (two) years with a claim period of another three months. Bids in the range of less than -80% shall be summarily rejected.

(12) **Mobilisation Advance:** No mobilisation advance or secured advance will be allowed.

(13) (a) The contractor shall be solely responsible for IT and all other taxes, duties, service tax, levies, license fees, all types of Statutory Govt. obligation except GST incurred until completion of the total work and handing over to WBSEDCL. Bid price shall be firm and inclusive of all such costs and no claim on this behalf will be entertained by the company.

(b) If the vendor is registered under Goods & Service Act. Then current status of GST Registration need to be enclosed & need to be active through the tenure of the contract , if found inactive then payment will be withheld.

(14) All conditional/ incomplete/ partial bids shall be summarily rejected by WBSEDCL without assigning any intimation to the bidder.

(15) **Specification of Work:** The work should conform to WBSEDCL's general conditions of contract, standard specifications, and approved drawings of WBSEDCL satisfying relevant provisions of I.E. rules.

(16) Responsibility of Bidders:

- (i) It shall be the sole responsibility of Bidders to determine and to satisfy themselves by such means as they consider necessary or desirable for all matters pertaining to this contract including, in particular, all factors that may affect the cost, duration and execution of the work.
- (ii) It must be understood and agreed that such factors have properly been investigated and considered while submitting the bid. Any claim, whatsoever, including those for financial adjustments to the contract, once awarded under these documents will not be entertained by WBSEDCL. Neither any change in time schedule of the contract nor any financial adjustments, arising thereof, shall be permitted by WBSEDCL, which are based on the lack of such clear information of its effect.
- (iii) WBSEDCL will not assume any responsibility regarding information gathered, interpretations or conclusions made by the bidder or regarding information, interpretation or deductions the bidder may derive from the data furnished by WBSEDCL. Verbal agreement or conversation with any officer, employee of WBSEDCL either before or after the execution of the contracts, shall not affect or modify any of the terms or obligations contained in the contract.
- (iv) The bid shall include all the information as per bid document. The bidder is expected to examine carefully all instruction, conditions, forms, schedules, terms, Annexure, specifications etc. in the bidding documents. Failure to comply with the requirement of bid submission will be at the bidders own risk. Bids, which are determined to be not substantially responsive to the requirements of the bidding documents, will be rejected.
- (v) The bidder shall bear all the costs associated with the preparation and submission of bid and WBSEDCL in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- (vi) In order to avoid any problem arising out of network error or server error, bidders are advised to submit the bid, well in advance of the last date and time of submission of the bid. WBSEDCL shall not be held responsible for any failure of Bid submission due to snag arising out of network failure.

(17) Date & Time Schedule:-

A.	Date of uploading of NIT & other Documents (Publishing Date)	19/01/2023 AFTER 15:00 hrs
B.	Documents download start date (Online)	19/01/2023 AFTER 15:00 hrs
C.	Bid submission starting date (Online)	19/01/2023 AFTER 15:00 hrs
D.	Pre Bid Meeting (at Nadia Regional Office, Krishnanagar, Nadia)	25/01/2023 AT 13:00 hrs
E	Bid submission closing date (Online)	14/02/2023 AT 15:00 hrs
F.	Date of submission of EMD (Online)	UP TO 14/02/2023 15:00 hrs
G.	Date of submission of BG (Physical copy) (For bidders, who want to submit EMD in form of BG)	UP TO 16/02/2023, 15:00 hrs
H.	Techno-commercial bid opening date	23/02/2023 AFTER 11:00 hrs
I.	Techno-commercially qualified bidders' list uploading date	To be notified later
j.	Price bid opening date	To be notified later

18. **Tools & Tackles:** Adequate quantities of standard tools and tackles shall be available so as to complete the work entrusted as expeditiously as possible.

19. **Penalty for delay in Completion:** In case of failure to complete the work within time, penalty from ½% to 2.5% (depending upon the nature of non performance) of the executed work within the stipulated rate @ ½% for every fortnight shall be liable for payment.

20. **Site Visit:** The Bidder, at his own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing Bid and entering into an agreement for the work / works as mentioned in the NIT, before submitting offer with full satisfaction. The costs for visiting the working site shall be at the bidder's own expense.

21. **Acceptance & Rejection of Bids:** WBSEDCL reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of the Order, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders the reason for WBSEDCL's action. Tender inviting Authority (WBSEDCL) also reserves right to accept /cancel / withdraw the concerned NIT in full or part due to unavoidable circumstances and no claim in this respect shall be entertained.

(22) **Controlling Officer:** The **Regional Manager, Nadia Region**, WBSEDCL shall act as Controlling Officer.

(23) **Supervising Officer & Site-in-Charge:** The **Divisional Engineer (E), Nadia Region**, WBSEDCL shall act as Supervising Officer & Site-in-Charge.

(24) **Paying Authority:** The **Manager (F&A), Nadia Region**, WBSEDCL shall be the Paying Authority.

(25) Work Order & Payment of work will depend on availability of fund. Intending bidders may consider this criteria while submission of tender and quoting their rate through online.

(26) The intending bidder(s) are required to quote the rate (percentage above / below / at par) over the total estimated cost put to tender online considering that no escalation and / or price adjustment will be allowed by the department under any circumstances and to consider the following costs and criteria & conditions.

(27) At any stage during scrutiny, if it is found that the credential or any other papers which the Bidder uploaded during Bidding process is/are incorrect / manufactured / fabricated / misleading, that bid will be considered as nonresponsive and outright rejected with forfeiture of Earnest Money Deposit and action will be taken as per stipulations of Information Technology Act & Rules and other admissible law, as in force.

(28) Before issuance of Letter of Acceptance / Work order, the tender accepting authority may verify the credential & other documents of the lowest bidder so uploaded online if found necessary. If it is found such document incorrect / manufactured / fabricated, Letter of Acceptance / Work order will not be issued in favor of the bidder under any circumstances and action will be taken accordingly. If any bidder fails to produce the original hard copies of the document like Successful Completion Certificate and any other documents on

demand of the department within a specified time frame or if any deviation is detected in the original copies from the uploaded soft copies, it may be treated as submission of false documents by the bidder and action may be referred to the appropriate authority for prosecution as per relevant IT Act.

(29) Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors, who resort to canvassing will be liable to rejection. Any evidence of unfair trade practices, including overcharging, price fixing, cartelisation etc. as defined in various statutes, will automatically disqualify the parties. Evidence of repeated occurrence of such malpractices by any bidder shall be viewed seriously by the WBSEDCL authority and appropriate penal measures shall be imposed on such bidders which may include blacklisting.

(30) At the time of placing purchase order, the quantity mentioned in the Tender Document may vary up to (+-)25%

(31) **LOSS AND DAMAGE OF MATERIALS:** The contractor shall be responsible for safe custody of all materials until the installation is officially taken over by the Company. For any loss including theft/pilferage/damage during the period of transportation, storage, erection, jointing, reinstatement etc. the same shall be made good by the contractor at his own cost and arrangement.

(32) Bidder should provide the rates for erection work without GST. Applicable GST will be paid in extra as per applicable rates.

(33) Award of Contract: The bidder whose Bid has been accepted will be notified by the Tender Inviting & Accepting Authority through Letter of Acceptance. The notification of award will constitute the formation of the contract.

(34) Supplementary Works:

Whenever supplementary works become unavoidable for completion of the work in all respect, the Contractor shall bring the matter to the notice of the Controlling Officer and submit their proposal. However the controlling Officer shall have the right to advise the contractor to proceed with such item(s) of work. Rates for supplementary item shall be arrived at as given hereunder:

34.1 The rates of all supplementary items shall be decided on pro-rata basis from the existing items in the contract.

34.2 When above clause (Cl. No. 34.1) shall not be applicable, the rate shall be taken from WBSEDCL schedule of rates for schedule prevailing at the time of submission of bids plus/minus the contractual rate of quotation.

When Cl. No 34.1 & 34.2 above shall not be applicable, the rate should be analyzed to the mutual acceptance of the present market rates of different elements involved in the item, against documentary evidence, with 5% overhead, contractor's profit as 10% (ten percent) and 1% (one percent) as Cess towards BOCWWC Act, 1996. In that case contractual rate of quotation will not be applicable. Controlling Officer's decision regarding finalization of rate of non-scheduled item(s) shall be final and binding upon the Contractors

SECTION – A

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 - Corporate Identity Number : U40109WB2007SGC113473
 - Website : www.wbsedcl.in

WBSEDCL

INSTRUCTION TO BIDDERS

General Guidelines for e-Tendering

Instructions / Guidelines for electronic submission of the tenders online have been annexed for assisting the contractors to participate in e-Tendering.

1. Registration of Contractor:

Any intending bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through logging on to <https://wbtenders.gov.in> (the web portal). The contractor shall click on the link for e-Tendering site as given on the web portal.

2. Digital Signature certificate (DSC):

Every intending bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Information's Centre (NIC) on payment of requisite amount. Details are available in the website. DSC is given as a USB e-Token.

3. The intending bidder can search & download the Notice Inviting Tender (NIT) and tender documents electronically from the website, once he logs on using his Digital Signature Certificate. This is the only mode of collection of tender documents.

4. Submission of Tenders:

Tenders are to be submitted in online mode in the website in two folders at a time for each work, one as Technical Proposal & the other as Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded (virus free scanned copy) duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

In order to avoid any problem arising out of network error or server error, bidders are advised to submit the bid, well in advance of the last date and time of submission of the bid. WBSEDCL shall not be held responsible for any failure of Bid submission due to snag arising out of network failure.

4.1. Technical proposal:

The Technical proposal should contain scanned copies of the following in one cover (folder).

4.1.1 Non Statutory & Technical Document Cover file containing Certificates, Company Detail(s), Credentials and Financial Information as given in the **Table-I** of this Clause.

Note: Failure of submission of any of the above mentioned documents will render the tender to be rejected for both statutory & non statutory cover.

THE NON-STATUTORY / TECHNICAL DOCUMENTS SHOULD BE ARRANGED IN THE FOLLOWING MANNER

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	Category Name	Sub-category Description	Details
01.	Certificates	Certificates	a) PAN Card. b) Copy of I.T. return for last 3 (three) financial years. GST registration No. along with current status. c) Professional Tax Clearance Certificate for the last month. d) EPF registration certificate. and Challan for last month. e) ESI registration certificate. and Challan for last month. f) Information if any regarding any past and current litigation with WBSEDCL/WBSETCL/Govt./PSU in which the bidder is involved, the party's concerned and disputed amount. g) WBSEDCL Enlistment Copy h) Current status of GST Registration.
02.	Company Detail(s)	Company Detail	(a) Trade Licence (b) Certificate of incorporation of company (if applicable)
03.	Credentials	Credential	a) To be considered as technically eligible, the bidders must be bonafide, experienced and resourceful contractors enlisted with WBSEDCL who have successfully completed similar nature of work under the authority of Government, semi-Government, Government undertaking organizations, government enterprises or any power utility etc. having value not less than 50% (fifty percent) of the estimated cost in a single contract during the preceding 5 (five) years.
04.	Financial Information	Financial Information	a) Annual audited financial Report for last 03 (three) years to be submitted for verification in respect of bidders for whom Audit of Accounts is mandatory. For whom Audit of Accounts is not mandatory, they shall submit copy of Income Tax Return along with related enclosures (From 3CA and Form 3CB) for last 5 years. b) Average annual turnover during last 3 years shall not be less than 30 % of the estimated cost. c) Working capital in the year, proceeding the year of bid submission shall not be less than 30% of the estimated cost. d) In case documents certifying credit facility from a schedule bank is submitted, the requirement given in clause (c) above shall be judged by adding available credit facility and working capital taken together.
05	Earnest Money	Earnest Money	copy of BG. (For those bidders, who want to submit EMD in form of BG)

Click the check boxes beside the necessary documents in the My Document list and then click the tab **“Submit Non-Statutory Documents”** to send the selected documents to Non-Statutory folder. Next Click the tab **“Click to Encrypt and upload”** and then click the **“Technical”** Folder to upload the Technical Documents.

4.2. Financial proposal:

The financial proposal should contain the following documents in one cover (folder) i.e. Bill of quantities (BOQ). The contractor is to quote the rate (Offering above / below / at par) online in the space marked for quoting rate in the BOQ.

Only downloaded copies of the above documents are to be uploaded scanned for virus and digitally signed by the contractor / bidder.

5. Opening and evaluation of tender:

5.1 Opening of Technical Proposal

- (i) Technical proposals will be opened by the Tender Inviting Authority or his authorized representative electronically from the website stated above, using their Digital Signature Certificate.
- (ii) Intending bidders may remain present, if they so desire.
- (iii) Cover (folder) for statutory documents will be opened first and if found in order, cover (folder) for non-statutory Documents will be opened. If there is any deficiency in the statutory documents, the tender will summarily be rejected.
- (iv) Decrypted (transformed into readable formats) documents of the statutory and non-statutory covers will be downloaded for the purpose of evaluation.

5.2. Techno-commercial Evaluation of Tender

- (i) During evaluation, the Tender Inviting Authority or his authorized representative may summon the bidders and seek clarification / information or additional documents or original hard copy of any of the documents already submitted and if those cannot be produced within the stipulated timeframe, their proposals will be liable for rejection.
- (ii) The summary list of bidders, whose bids will be found techno-commercially eligible, will be uploaded in the web portals. Date of opening of financial bid will be intimated to the Techno-commercially qualified bidders.

5.3. Opening and evaluation of Financial Proposal

- (i) Financial proposals of the bidders declared techno-commercially eligible, will be opened electronically by the Tender Inviting Authority from the web portal stated above on the mentioned date.
- (ii) The encrypted copies will be decrypted and the rates will be read out to the bidders remaining present at that time.
- (iii) After opening of the financial proposal the preliminary summary result containing *inter alia*, the name of bidders and the rates quoted by them will be uploaded.
- (iv) The Tender Accepting Authority may ask any of the bidders to submit analysis to justify the rate quoted by that bidder.

6. Revision / withdrawal of Financial Proposal by the bidder after opening of Technical Proposal of the tender will not be allowed if it is not sought by the Tender Inviting Authority.

Enclosure:

Annexure - 1

SPECIMEN COPY OF INDEMNITY BOND

(TO BE EXECUTED ON Rs 100/- Non judicial Stamp Paper)

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BY THE PRESENT INDEMNITY BOND EXECUTED by me / us on this Day of..... I/We having Registered Office / residing at. (hereinafter called "OBLIGOR/OBLIGATOR" which expression shall mean and included my/our Successors legal representatives, assigns) do hereby binds myself / ourselves and also our Company/firm after having the power to bind so with the promise and undertaking in favor of the West Bengal State Electricity Distribution Company Limited. West Bengal State Electricity Transmission Company Limited, a government Company within the meaning of sec.617 of the Indian Company's act having registered office at Bidyut Bhavan, block-DJ, Sector-II, Salt Lake City, Kolkata-700091(hereinafter called as OBLIGEE, which expression shall mean and include it's legal representative administrators

assigns. WHEREAS OBLIGOR/OBLIGATOR has /have been awarded to execute the job / works under letter no. Dated .issued by the OBLIGEE/OBLIGATOR after having observing necessary formalities the details of which is described in the schedule given hereunder as per letter mentioned herein-above and whereas the said job / works will be/likely to be done in places covered under Employees' State Insurance Act(ESI) and / or the Workmen Compensation Act(W.e. Act) and / or other laws relating to the Labour Management and Welfare. AND WHEREAS according to the condition of the contract the OBLIGOR / OBLIGATOR is under obligation to execute this Indemnity Bond before the commencement of actual execution and OBLIGOR/OBLIGATOR is aware that unless this Indemnity Bond is executed in accordance with the condition of contract before the actual execution in accordance with law the OBLIGEE shall have the power to deem that actual work has been started within the meaning of the contract before the execution of this Indemnity Bond NOW THIS INDENTUREWITNESSTHAT I / We the OBLIGOR/OBLIGATOR do hereby undertake.

1. THAT the OBLIGEE shall not be held responsible for any type of accident which may take place during the course of work undertaken by the OBLIGOR/OBLIGATOR.
2. THAT the OBLIGOR/OBLIGATOR will take adopt all safety norms in respect of each and every workmen labour personnel according to the rules or to the satisfaction of the OBLIGEE in all cases.
3. THAT the OBLIGOR/OBLIGATOR undertakes to engage only those labour worker or any other personnel whether skilled or unskilled or any other person whether in technical managerial or non-managerial or any other capacity in the area covered under Employees' State Insurance Act who has have insurance coverage within the meaning of Employees State Insurance Act and further undertakes NOT to engage any person in the area covered under the Employees State Insurance Act, who does / do has / have insurance coverage within the meaning of Employees State Insurance Act.
4. THAT the OBLIGEE further undertakes to engage only those labour worker, or any other personnel, whether skilled or unskilled, whether in technical, managerial or non-managerial or any other capacity in the area NOT covered under Employees' State Insurance Act who has life insurance for the sum assured equivalent to the amount of Compensation under the Employees' Compensation Act in case of accidental death or inquiry and such insurance has been effected by the OBLIGEE.
5. THAT the OBLIGOR/OBLIGATOR undertakes / undertake to indemnify and keep harmless the OBLIGEE from all claims action proceedings and of risk damage danger to any person whether belonging to/ or not belonging to OBLIGOR/OBLIGATOR.
6. THAT the OBLIGOR / OBLIGATOR shall keep harmless the OBLIGEE from all claims compensation damages any proceedings in respect of any of its employee/workmen under the Workmen Compensation Act. Act or any other laws for the time being in force.
7. THAT if during the course of execution of work as stated in the letter mentioned hereinabove issued by the OBLIGEE, it is found that the OBLIGOR/OBLIGATOR has not complied with/ guidelines formalities within the meaning of Employees' State Insurance Act or Workmen Compensation Act or any other laws relating to the Labour Welfare for the time being in force, and also has not observed the safety norms in accordance with the law to the satisfaction of the OBLIGEE the OBLIGEE shall have the right to stop the execution of work/job and the period of such stoppage shall continue till adequate safety and other compliance mentioned hereinabove under the labour welfare legislation have been observed and such period of stoppage shall not be taken into account for the calculation of the total period of completion of work for which the OBLIGOR/OBLIGATOR is responsible to complete the work/job and it will be deemed that discontinuance was due to default of OBLIGOR/OBLIGATOR.

8. THAT ,if at any time due to exigency, the OBLIGOR/OBLIGATOR i.e. the West Bengal State Electricity Distribution Company Limited / West Bengal State Electricity Transmission Company Limited as the Principal Employer, becomes liable to pay any such compensation mentioned hereinabove, whether on failure of the obligee or for any other reason , the OBLIGOR/OBLIGATOR shall have the right to recover the said amount from any amount receivable by OBLIGEE or any bank guarantee deposited or anything payable whether in connection with this contract or other contract by the OBLIGOR/ OBLIGATOR to the OBLIGEE.
9. THAT the OBLIGOR/OBLIGATOR is/are aware and accept that for the persistent or repeated violation of any condition mentioned in this Indemnity Bond, the OBLIGEE shall have right to terminate the contract of work issued by the OBLIGEE to OBLIGOR/ OBLIGATOR.

.....
Deponent

Witness:

1.....

2.....

PROFORMA OF AGREEMENT

(TO BE EXECUTED ON Rs 100/- Non judicial Stamp Paper)

ARTICLES OF AGREEMENT made thisDate ofin the year.....
between West Bengal State Electricity Distribution Company Limited having its Head Office at Vidyut Bhavan, Block DJ, SectorII, Kolkata-700091 hereinafter referred to as the WBSEDCL (which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns) of the ONE PART ANDhereinafter referred to as 'CONTRACTOR' (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns) of the OTHER PART.

WHERE AS WBSEDCL invited tenders vide Tender Notice No..... Date (annexed hereto) for (Name of the work).....

AND WHERE AS in pursuance of such invitation for tenders the contractor submitted a tender vide no. dt..... which was opened on

The tender offer shall be in the custody of the WBSEDCL at present.

AND WHERE AS AFTER consideration of the tender submitted by the contractor with clarification(s), if any, WBSEDCL accepted the said tender submitted by the contractor and placed order no..... dt..... (annexed hereto)

NOW THEREFORE, the WBSEDCL and the Contractor agree as follows :

The contractor agrees to undertake the work of as per Order No dt..... referred to above.

The WBSEDCL agrees to pay the contractor as per the Order No.....dt..... referred to above.

Both the contractor and the WBSEDCL agree that for the purpose of jurisdiction of court in regard to any dispute arising out of this agreement, this agreement shall be deemed to have been executed within the jurisdiction of the original side of the High Court, Kolkata.

In witness whereof the parties have hereunder affixed their signature, on the day, the month and year written as above.

.....
Contractor

Witness:

1.....

2.....

.....
WBSEDCL

Witness:

1.....

2.....

PROFORMA FOR UNDERTAKING TO BE SUBMITTED BY THE BIDDER

(For genuineness of the information furnished on-line and authenticity of the documents produced before Tender Committee for verification in support of his eligibility)

I, _____, Partner / Legal Attorney / Accredited
Representative of M/S _____, solemnly declare that :

1. We are submitting Tender for the Work _____
Against Tender Notice No. _____, dt. _____
2. None of the Partners of our firm is relative of employee of _____
(Name of the Company)
3. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Tender is complete, correct and true.
4. All documents / credentials submitted along with this Tender are genuine, authentic, true and valid.
5. If any information and document submitted is found to be false / incorrect any time, department may cancel my Tender and action as deemed fit may be taken against us, including termination of the contract, forfeiture of all dues including Earnest Money and banning / delisting of our firm and all partners of the firm etc.

.....
Sign / Seal of the TENDERER

Annexure - 4

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

To

The (Designation of Engineer-in-Charge)

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

.....

West Bengal,

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;

NOW 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 the bank and branch) hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, upto a total Rs. (amount of guarantee) (in words). We undertake to pay you, upon your first written demand and without cavil of argument, a sum within the limits of(amount of guarantee) as aforesaid without your 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 within 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..... the 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.....(Rupees.....) and unless a claim in writing is lodged with us within the validity period i.e. uptoof this guarantee all our liabilities under this guarantee shall cease to exit.

Signed and sealed this dayof
.....2021.....at

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank

By: (Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES: (1) 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.

Annexure - 4

PROFORMA OF EXTENSION OF BANK GUARANTEE

Ref.

Date:

To

.....
.....
.....

West Bengal

Dear Sirs,

Sub: Extension of Bank Guarantee No..... for Rs..... favoring yourselves, expiring on..... on account of M/s..... in respect of Contract No.....doted (hereinafter called original Bank Guarantee).

At the request of M/s..... We.....Bank, branch office at..... and having its Head Office at do hereby extend our liability under the above mentioned Bank Guarantee No..... dated for a further period of.....(Years/Months] from..... to expire on..... Expect as provided above, all other terms and conditions of the original bank guarantee No.....dated..... shall remain unaltered and binding.

Please treat this as an Integral part of the original bank guarantee to which it would be attached.

Yours Faithfully,

For.....

Manager/Agent/Accountant.

Power of Attorney No.....

Dated.....

SEAL OF BANK

NOTE: The non-judicial stamp paper of appropriate value shall be purchased in the name of the bank who has issued the Bank Guarantee.

SECTION – A INSTRUCTION TO BIDDERS

General Guidelines for e-Tendering

Instructions / Guidelines for electronic submission of the tenders online have been annexed for assisting the contractors to participate in e-Tendering.

1. Registration of Contractor:

Any intending bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through logging on to <https://wbtenders.gov.in> (the web portal). The contractor shall click on the link for e-Tendering site as given on the web portal.

2. Digital Signature certificate (DSC):

Every intending bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Information's Centre (NIC) on payment of requisite amount. Details are available in the website. DSC is given as a USB e-Token.

3. The intending bidder can search & download the Notice Inviting Tender (NIT) and tender documents electronically from the website, once he logs on using his Digital Signature Certificate. This is the only mode of collection of tender documents.

4. Submission of Tenders:

Tenders are to be submitted in online mode in the website in two folders at a time for each work, one as Technical Proposal & the other as Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded (virus free scanned copy) duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

In order to avoid any problem arising out of network error or server error, bidders are advised to submit the bid, well in advance of the last date and time of submission of the bid. WBSEDCL shall not be held responsible for any failure of Bid submission due to snag arising out of network failure.

4.1. Technical proposal:

The Technical proposal should contain scanned copies of the following in one cover (folder).

4.1.1 Non Statutory & Technical Document Cover file containing Certificates, Company Detail(s), Credentials and Financial Information as given in the **Table-I** of this Clause.

Note: Failure of submission of any of the above mentioned documents will render the tender to be rejected for both statutory & non statutory cover.

THE NON-STATUTORY / TECHNICAL DOCUMENTS SHOULD BE ARRANGED IN THE FOLLOWING MANNER

	Category Name	Sub-category Description	Details
01.	Certificates	Certificates	i) PAN Card. j) Copy of I.T. return for last 3 (three) financial years. GST registration No. along with current status. k) Professional Tax Clearance Certificate for the last month. l) EPF registration certificate. and Challan for last month. m) ESI registration certificate. and Challan for last month. n) Information if any regarding any past and current litigation with WBSEDCL/WBSETCL/Govt./PSU in which the bidder is involved, the party's concerned and disputed amount. o) WBSEDCL Enlistment Copy.
02.	Company Detail(s)	Company Detail	(c) Trade Licence (d) Certificate of incorporation of company (if applicable)
03.	Credentials	Credential	b) To be considered as technically eligible, the bidders must be bonafide, experienced and resourceful contractors enlisted with WBSEDCL who have successfully completed similar nature of work under the authority of Government, semi-Government, Government undertaking organizations, government enterprises or any power utility etc. having value not less than 50% (fifty percent) of the estimated cost in a single contract during the preceding 5 (five) years.
04.	Financial Information	Financial Information	e) Annual audited financial Report for last 03 (three) years to be submitted for verification in respect of bidders for whom Audit of Accounts is mandatory. For whom Audit of Accounts is not mandatory , they shall submit copy of Income Tax Return along with related enclosures (From 3CA and Form 3CB) for last 5 years. f) Average annual turnover during last 3 years shall not be less than 30 % of the estimated cost. g) Working capital in the year , proceeding the year of bid submission shall not be less than 30% of the estimated cost. h) In case documents certifying credit facility from a schedule bank is submitted , the requirement given in clause (c) above shall be judged by adding available credit facility and working capital taken together.

05	Earnest Money	Earnest Money	copy of BG. (For those bidders, who want to submit EMD in form of BG)
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Click the check boxes beside the necessary documents in the My Document list and then click the tab “**Submit Non-Statutory Documents**” to send the selected documents to Non-Statutory folder. Next Click the tab “**Click to Encrypt and upload**” and then click the “**Technical**” Folder to upload the Technical Documents.

4.2. Financial proposal:

The financial proposal should contain the following documents in one cover (folder) i.e. Bill of quantities (BOQ). The contractor is to quote the rate (Offering above / below / at par) online in the space marked for quoting rate in the BOQ.

Only downloaded copies of the above documents are to be uploaded scanned for virus and digitally signed by the contractor / bidder.

5. Opening and evaluation of tender:

5.1 Opening of Technical Proposal

- (i) Technical proposals will be opened by the Tender Inviting Authority or his authorized representative electronically from the website stated above, using their Digital Signature Certificate.
- (ii) Intending bidders may remain present, if they so desire.
- (iii) Cover (folder) for statutory documents will be opened first and if found in order, cover (folder) for non-statutory Documents will be opened. If there is any deficiency in the statutory documents, the tender will summarily be rejected.
- (iv) Decrypted (transformed into readable formats) documents of the statutory and non-statutory covers will be downloaded for the purpose of evaluation.

5.2. Techno-commercial Evaluation of Tender

- (i) During evaluation, the Tender Inviting Authority or his authorized representative may summon the bidders and seek clarification / information or additional documents or original hard copy of any of the documents already submitted and if those cannot be produced within the stipulated timeframe, their proposals will be liable for rejection.
- (ii) The summary list of bidders, whose bids will be found techno-commercially eligible, will be uploaded in the web portals. Date of opening of financial bid will be intimated to the Techno-commercially qualified bidders.

5.3. Opening and evaluation of Financial Proposal

- (i) Financial proposals of the bidders declared techno-commercially eligible, will be opened electronically by the Tender Inviting Authority from the web portal stated above on the mentioned date.
- (ii) The encrypted copies will be decrypted and the rates will be read out to the bidders remaining present at that time.
- (iii) After opening of the financial proposal the preliminary summary result containing *inter alia*, the name of bidders and the rates quoted by them will be uploaded.
- (iv) The Tender Accepting Authority may ask any of the bidders to submit analysis to justify the rate quoted by that bidder.

6. Revision / withdrawal of Financial Proposal by the bidder after opening of Technical Proposal of the tender will not be allowed if it is not sought by the Tender Inviting Authority.

Enclosure:

SPECIMEN COPY OF INDEMNITY BOND

(TO BE EXECUTED ON Rs 100/- Non judicial Stamp Paper)

BY THE PRESENT INDEMNITY BOND EXECUTED by me / us on this Day of..... I/We having Registered Office / residing at. (hereinafter called "OBLIGOR/OBLIGATOR" which expression shall mean and included my/our Successors legal representatives, assigns) do hereby binds myself / ourselves and also our Company/firm after having the power to bind so with the promise and undertaking in favor of the West Bengal State Electricity Distribution Company Limited. West Bengal State Electricity Transmission Company Limited, a government Company within the meaning of sec.617 of the Indian Company's act having registered office at Bidyut Bhavan, block-DJ, Sector-II, Salt Lake City, Kolkata-700091(hereinafter called as OBLIGEE, which expression shall mean and include it's legal representative administrators assigns. WHEREAS OBLIGOR/OBLIGATOR has /have been awarded to execute the job / works under letter no. Dated .issued by the OBLIGEE/OBLIGATOR after having observing necessary formalities the details of which is described in the schedule given hereunder as per letter mentioned herein-above and whereas the said job / works will be/likely to be done in places covered under Employees' State Insurance Act(ESI) and / or the Workmen Compensation Act(W.e. Act) and / or other laws relating to the Labour Management and Welfare. AND WHEREAS according to the condition of the contract the OBLIGOR / OBLIGATOR is under obligation to execute this Indemnity Bond before the commencement of actual execution and OBLIGOR/OBLIGATOR is aware that unless this Indemnity Bond is executed in accordance with the condition of contract before the actual execution in accordance with law the OBLIGEE shall have the power to deem that actual work has been started within the meaning of the contract before the execution of this Indemnity Bond NOW THIS INDENTUREWITNESSTHAT I / We the OBLIGOR/OBLIGATOR do hereby undertake.

10. THAT the OBLIGEE shall not be held responsible for any type of accident which may take place during the course of work undertaken by the OBLIGOR/OBLIGATOR.
11. THAT the OBLIGOR/OBLIGATOR will take adopt all safety norms in respect of each and every workmen labour personnel according to the rules or to the satisfaction of the OBLIGEE in all cases.
12. THAT the OBLIGOR/OBLIGATOR undertakes to engage only those labour worker or any other personnel whether skilled or unskilled or any other person whether in technical managerial or non-managerial or any other capacity in the area covered under Employees' State Insurance Act who has have insurance coverage within the meaning of Employees State Insurance Act and further undertakes NOT to engage any person in the area covered under the Employees State Insurance Act, who does / do has / have insurance coverage within the meaning of Employees State Insurance Act.
13. THAT the OBLIGEE further undertakes to engage only those labour worker, or any other personnel, whether skilled or unskilled, whether in technical, managerial or non-managerial or any other capacity in the area NOT covered under Employees' State Insurance Act who has life insurance for the sum assured equivalent to the amount of Compensation under the Employees' Compensation Act in case of accidental death or inquiry and such insurance has been effected by the OBLIGEE.
14. THAT the OBLIGOR/OBLIGATOR undertakes / undertake to indemnify and keep harmless the OBLIGEE from all claims action proceedings and of risk damage danger to any person whether belonging to/ or not belonging to OBLIGOR/OBLIGATOR.
15. THAT the OBLIGOR / OBLIGATOR shall keep harmless the OBLIGEE from all claims compensation damages any proceedings in respect of any of its employee/workmen under the Workmen Compensation Act. Act or any other laws for the time being in force.
16. THAT if during the course of execution of work as stated in the letter mentioned hereinabove issued by the OBLIGEE, it is found that the OBLIGOR/OBLIGATOR has not complied with/ guidelines formalities within the meaning of Employees' State Insurance Act or Workmen Compensation Act or any other laws relating to the Labour Welfare for

the time being in force, and also has not observed the safety norms in accordance with the law to the satisfaction of the OBLIGEE the OBLIGEE shall have the right to stop the execution of work/job and the period of such stoppage shall continue till adequate safety and other compliance mentioned hereinabove under the labour welfare legislation have been observed and such period of stoppage shall not be taken into account for the calculation of the total period of completion of work for which the OBLIGOR/OBLIGATOR is responsible to complete the work/job and it will be deemed that discontinuance was due to default of OBLIGOR/OBLIGATOR.

17. THAT ,if at any time due to exigency, the OBLIGOR/OBLIGATOR i.e. the West Bengal State Electricity Distribution Company Limited / West Bengal State Electricity Transmission Company Limited as the Principal Employer, becomes liable to pay any such compensation mentioned hereinabove, whether on failure of the obligee or for any other reason , the OBLIGOR/OBLIGATOR shall have the right to recover the said amount from any amount receivable by OBLIGEE or any bank guarantee deposited or anything payable whether in connection with this contract or other contract by the OBLIGOR/ OBLIGATOR to the OBLIGEE.
18. THAT the OBLIGOR/OBLIGATOR is/are aware and accept that for the persistent or repeated violation of any condition mentioned in this Indemnity Bond, the OBLIGEE shall have right to terminate the contract of work issued by the OBLIGEE to OBLIGOR/ OBLIGATOR.

.....
Deponent

Witness:

1.....

2.....

PROFORMA OF AGREEMENT

(TO BE EXECUTED ON Rs 100/- Non judicial Stamp Paper)

ARTICLES OF AGREEMENT made thisDate ofin the year.....
between West Bengal State Electricity Distribution Company Limited having its Head Office at Vidyut Bhavan, Block DJ, SectorII, Kolkata-700091 hereinafter referred to as the WBSEDCL (which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns) of the ONE PART ANDhereinafter referred to as 'CONTRACTOR' (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns) of the OTHER PART.

WHERE AS WBSEDCL invited tenders vide Tender Notice No..... Date (annexed hereto) for (Name of the work).....

AND WHERE AS in pursuance of such invitation for tenders the contractor submitted a tender vide no. dt..... which was opened on

The tender offer shall be in the custody of the WBSEDCL at present.

AND WHERE AS AFTER consideration of the tender submitted by the contractor with clarification(s), if any, WBSEDCL accepted the said tender submitted by the contractor and placed order no..... dt..... (annexed hereto)

NOW THEREFORE, the WBSEDCL and the Contractor agree as follows :

The contractor agrees to undertake the work of as per Order No dt..... referred to above.

The WBSEDCL agrees to pay the contractor as per the Order No.....dt..... referred to above.

Both the contractor and the WBSEDCL agree that for the purpose of jurisdiction of court in regard to any dispute arising out of this agreement, this agreement shall be deemed to have been executed within the jurisdiction of the original side of the High Court, Kolkata.

In witness whereof the parties have hereunder affixed their signature, on the day, the month and year written as above.

.....
Contractor

Witness:

1.....

2.....

.....
WBSEDCL

Witness:

1.....

2.....

PROFORMA FOR UNDERTAKING TO BE SUBMITTED BY THE BIDDER

(For genuineness of the information furnished on-line and authenticity of the documents produced before Tender Committee for verification in support of his eligibility)

I, _____, Partner / Legal Attorney / Accredited Representative of M/S _____, solemnly declare that :

6. We are submitting Tender for the Work _____
Against Tender Notice No. _____, dt. _____
7. None of the Partners of our firm is relative of employee of _____
(Name of the Company)
8. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Tender is complete, correct and true.
9. All documents / credentials submitted along with this Tender are genuine, authentic, true and valid.
10. If any information and document submitted is found to be false / incorrect any time, department may cancel my Tender and action as deemed fit may be taken against us, including termination of the contract, forfeiture of all dues including Earnest Money and banning / delisting of our firm and all partners of the firm etc.

.....
Sign / Seal of the TENDERER

Annexure - 4

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

To

The (Designation of Engineer-in-Charge)

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

.....

West Bengal,

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;

NOW 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 the bank and branch) hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, upto a total Rs. (amount of guarantee) (in words). We undertake to pay you, upon your first written demand and without cavil of argument, a sum within the limits of(amount of guarantee) as aforesaid without your 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 within 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..... the 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.....(Rupees.....) and unless a claim in writing is lodged with us within the validity period i.e. uptoof this guarantee all our liabilities under this guarantee shall cease to exit.

Signed and sealed this dayof
.....2021.....at

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank

By: (Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES: (1) 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.

Annexure - 4

PROFORMA OF EXTENSION OF BANK GUARANTEE

Ref.

Date:

To

.....
.....
.....

West Bengal

Dear Sirs,

Sub: Extension of Bank Guarantee No..... for Rs..... favoring yourselves, expiring on..... on account of M/s..... in respect of Contract No.....doted (hereinafter called original Bank Guarantee).

At the request of M/s..... We.....Bank, branch office at..... and having its Head Office at do hereby extend our liability under the above mentioned Bank Guarantee No..... dated for a further period of.....(Years/Months] from..... to expire on..... Expect as provided above, all other terms and conditions of the original bank guarantee No.....dated..... shall remain unaltered and binding.

Please treat this as an Integral part of the original bank guarantee to which it would be attached.

Yours Faithfully,

For.....

Manager/Agent/Accountant.

Power of Attorney No.....

Dated.....

SEAL OF BANK

NOTE: The non-judicial stamp paper of appropriate value shall be purchased in the name of the bank who has issued the Bank Guarantee.