



No. 83/SE/C-II/R&B/KMDA/W-28 (Part-VI) of 2023-2024

Date: 12/03/2024

**Detailed "e" Tender Notice. No. 23/SE/C-II/R&B/KMDA/ W-28 (Part-VI) of 2023-2024; DATE: -  
12/03/2024.**

Superintending Engineer (Circle-II), R&B Sector, KMDA invites online tender from reliable, resourceful, bonafide and experienced firms / companies / individual contractors, who have **successfully completed the work of similar nature** as mentioned in the Qualification Criteria of Bid Document within last 5 (five) years from the date of this NIT in any Govt. / Semi-Govt. / Govt. Undertakings / Autonomous Bodies / Statutory Bodies and Local Bodies is eligible for the under mentioned work.

SL. No.	Name of Work	Estimated cost (including G.S.T & L.W.Cess) (in Rs.)	Earnest Money(Rs.)	Time of Completion	Cost for Tender document (in Rs.)	Cost for Formal document (in Rs.)
1	2	3	4	5	6	7
1.	Construction of Bituminous Road at Nabin Babu Road under Garulia Municipality (SL No.1).	Rs.53,86,066.00 (Fifty three Lakhs Eighty six Thousand Sixty-Six Only)	Rs. 1,07,721.00 [Online through e-Procurement System of Govt. of W.B.]	90 (Ninety) days.	NIL	600/-
2.	Construction of Concrete Road at Lalin Nagar Plot No 21 to Madaldanga Maa Tara Mandir under Garulia Municipality (SL No.2)	Rs.32,57,290.00 (Thirty two lakhs Fifty seven Thousand Two hundred Ninety Only)	Rs. 65,146.00 [Online through e-Procurement System of Govt. of W.B.]	60 (Sixty) days.	NIL	300/-
3.	Construction of Concrete Road at Garulia Main Road Bye Lane under Garulia Municipality (SL No.3)	Rs.20,47,271.00 (Twenty lakhs Forty seven Thousand Two hundred Seventy-One Only)	Rs. 40,945.00 [Online through e-Procurement System of Govt. of W.B.]	60 (Sixty) days.	NIL	300/-
4.	Construction of Concrete Road and Drain at 3 no Scheme Road under Garulia Municipality (SL No.4)	Rs.11,74,892.00 (Eleven lakhs Seventy four Thousand Eight Hundred Ninety two Only)	Rs. 23,498.00 [Online through e-Procurement System of Govt. of W.B.]	60 (Sixty) days.	NIL	300/-
5.	Construction of Concrete Road at Ghoshpara Road Bye Lane under Garulia Municipality (SL No.5)	Rs.38,17,210.00 (Thirty eight lakhs Seventeen Thousand Two Hundred Ten Only)	Rs. 76,344.00 [Online through e-Procurement System of Govt. of W.B.]	60 (Sixty) days.	NIL	300/-
6.	Construction of Concrete Road at Niranjan Nagar 20' Road Bye Lane under Garulia Municipality (SL No.6)	Rs.16,31,129.00 (Sixteen lakhs Thirty one Thousand One Hundred Twenty Nine Only)	Rs. 32,623.00 [Online through e-Procurement System of Govt. of W.B.]	60 (Sixty) days.	NIL	300/-
7.	Construction of Concrete Road at 3 no Scheme Road Bye Lane under Garulia Municipality (SL No.7)	Rs.15,40,711.00 (Fifteen lakhs Forty Thousand Seven Hundred Eleven Only)	Rs. 30,814.00 [Online through e-Procurement System of Govt. of W.B.]	60 (Sixty) days.	NIL	300/-

Corrigendum/Addendum if any would be published on the website only.



1) Intending bidder may download the tender documents from the website <https://wbtenders.gov.in> directly with the help of Digital Signature Certificate and Earnest Money should be deposited online either by Net Banking (any listed bank) or through RTGS/NEFT as per requirement of the system.

2) **Submission of Tender: -**

a) Pre-qualification/Technical Bid and Financial Bid both will have to be submitted online concurrently duly digitally signed in the website <https://wbtenders.gov.in>, as per time schedule stated herein under.

b) The Financial Bid of the prospective tenderers will be opened only if the tenderer qualifies in the Technical Bid. The decision of the Tender Inviting Authority will be final and binding to all concerned and no challenge against such decision will be entertained.

3) **Time Schedule for Downloading, Uploading and Opening of Tender Documents :-**

a)	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	Date: 12.03.2024 Time: 18.00 hrs
b)	Documents download start date (Online)	Date: 12.03.2024 Time: After 18.00 hrs
c)	Last date of Submission of Pre Bid Queries	NIL
d)	Pre Bid Meeting	NIL
e)	Uploading of reply to Pre Bid queries	NIL
f)	Documents download end date (Online)	Date: 01.04.2024 Time: 14.00 hrs.
g)	Online Bid Submission Start Date & Time	Date: 12.03.2024 Time: After 18.00 hrs
h)	Online Bid Submission Last Date & Time	Date: 01.04.2024 Time: 14.00 hrs.
i)	Time and Date of Opening of Technical Bid (Bid will be opened by the Authorized Officer)	Date: 03.04.2024, Time: At 14.00 hrs.
j)	Date for opening of Financial Proposal (Online)	To be notified later

4) **Eligibility criteria for the bidders: -**

A) **The bidders should have the credentials as detailed below:**

i) Intending tenderers should produce credentials of a **similar nature** of completed work of the minimum value of 40% of the estimated amount put to tender during last 5(five) years prior to the date of issue of the tender notice;

or

ii) Intending tenderers should produce credentials of **2(two) similar nature** of completed work each of the minimum value of 30% of the estimated amount put to tender during last 5(five) years prior to the date of issue of the tender notice;

or

iii) Intending tenderers should produce credentials of one single running work of similar nature which has been completed to the extent of 80% or more and value of which is not less than the desired value at (a) above;

In case of running works, only those tenderers who will submit the certificate of satisfactory



running work from the concern Executive Engineer, or equivalent competent authority will be eligible for the tender. In the required certificate it should be clearly stated that the work is in progress satisfactory and also that no penal action has been initiated against the executed agency, i.e., the tenderer.

**B) Other terms and condition of the credentials:**

- i) Payment certificate will not be treated as credential.
- ii) **Completion/Credential Certificate** issued by the Executive Engineer or equivalent competent authority of a State/Central Govt., State/Central Govt. undertaking, Statutory/Autonomous bodies constituted under the Central/State Statute on the executed value of completed/running works will be considered as Credential.

**N.B.** Estimated amount, Date of completion of project & detail communicational address of Client must be indicated in the Credential Certificate.

- C) Scanned copy of PAN card, P. Tax, Valid income tax return(For Last 3 yrs.), Valid 15 digit Goods and Services Taxpayer Identification Number (GSTIN) under GST Act, 2017 & Latest Valid Registration Certificate and/or trade license, Credentials, Work Order, Completion Certificate, Payment certificate must be submitted duly digitally signed at desired location in the website <https://wbtenders.gov.in>.
- D) Scanned Copy of one affidavit (as per enclosed format - **Annexure I**) before Notary will have to be submitted mentioning the correctness of the documents and a declaration of penalty debarment etc. faced by him under any Govt./Semi-Govt./Autonomous body/Institution through on line at desired location.
- E) The partnership firm shall furnish the registered partnership deed and the company shall furnish the Article of Association and Memorandum.
- F) Joint Ventures will not be allowed.
- G) Engagement of Sub-Contractor/Subletting is not permitted.
- H) **Earnest Money:** - The tenderer shall have to deposit requisite earnest money along with the tender document in prescribed manner failing which the tender shall be rejected. The balance earnest money if any to fulfill 2%(two percent) of the tender value is to be deposited at the time of execution of formal agreement.

However, even though the earnest money deposited exceeds the prescribed percentage, due to reduction of tendered amount due to any reason whatsoever, such additional earnest money shall be deemed to have been converted into security and further deductions from progressive bills shall be made, taking into consideration the enhanced component of earnest money so converted into security.

Earnest Money will be deposited by the bidder electronically: online through his net banking enabled bank account, maintained at any bank or offline through any bank by generating NEFT/RTGS Challan from the e-tendering portal. Intending Bidder will get the Beneficiary details from e-tender portal with the help of Digital Signature Certificate and may transfer the EMD from their respective bank as per the Beneficiary Name and Account



No., Amount, Beneficiary Bank Name (ICICI) and IFSC Code and also e-procurement Ref. No.

**If the L1 bidder does not agree to execute the job after opening of Bid, the Earnest Money will be forfeited without any further intimation and may be construed as an attempt to disturb the tendering process and dealt with accordingly legally including debarment up to 3(three) years of the Bidder.**

5) a) List of duly digitally signed common documents shall have to be uploaded by each tenderer at the time of submission of Tender through online: -

- i) Pan Card.
- ii) P. Tax
- iii) Income Tax Return (For last 3yrs)
- iv) Audited Balance Sheet for Last Three financial years, as applicable.
- v) Valid 15-digit Goods and Services Taxpayer Identification Number (GSTIN) under GST Act, 2017.
- vi) Latest Valid Registration Certificate and/or Trade License.
- vii) Technical Credential.
  - a) Work Order
  - b) Completion certificate for the work in technical credential.
  - c) Payment certificate of the said work.
- viii) Affidavit before Notary mentioning the correctness of the documents and declaration of penalty debarment etc.
- ix) Bank solvency Certificate amounting to not less than 10%(Ten percent) of the estimated amount put to tender from any Scheduled Bank and valid for 1 (One) year upto the date of e-NIT.
- x) P.F & E.S.I.
- xi) The average annual turnover of last three financial years, of the intending bidder, shall have to be at least 40%(Forty percent) of the Estimated amount put to Tender.

b) List of documents shall have to upload by a Partnership Firm in addition to Sl. No.5.a)

- i) The power of Attorney for the firm for signing the tender by a partner.
- ii) Partnership Deed.

6) The prospective bidders shall have in their full-time engagement experienced technical personnel with the sufficient knowledge on similar type of work

7) **Mismatch in Name**

All documents uploaded by the Bidder, in support of his eligibility/credential for Pre-qualification to participate in this Tender should be same and identical & with Digital signature certificate (DSC). Minor mismatch like "M/S", "Kr/Kumar", "Co-Op/Co-Operative" etc. has to be legalized /authenticated by the Bidder by uploading of proper Affidavit (duly Notarized) in this regard.

8) Neither prospective bidders nor any of constituent partner had been debarred to participate in tender by the KMDA during the last 5 (five) years prior to the date of this NIT. Such debar will be considered as disqualification towards eligibility. (A declaration in this respect has to be furnished by the prospective bidders as per prescribed format without which the Technical Bid shall be treated non-responsive).



**9) ADDITIONAL PERFORMANCE SECURITY IN PROJECT:**

- (i) Additional Performance Security @ 10% of the tendered amount in the form of Bank Guarantee from a Scheduled Bank, valid up to the date of completion of work, shall be obtained from the successful bidder, if the accepted bid value is 80% or less than the estimated amount put to tender.

The Additional Performance Security shall be equal to 10% of the tendered amount. The Additional Performance Security shall be submitted in the form of Bank Guarantee from any Scheduled Bank as per enclosed format (Annexure-II) before issuance of Work Order. If the bidder fails to submit the Additional Performance Security within seven working days from the date of issuance of Letter of Acceptance, his earnest money will be forfeited.

The said Bank Guarantee shall be valid up to the end of successful completion of the work under the stated contract plus claim period of Six months and shall be renewed accordingly, if required. The said Bank Guarantee shall be returned immediately after successful completion of the work under the stated contract plus claim period of Six months.

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

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

- ii) While issuing bank guarantee in favour of KMDA, the issuing applicants must mention receiver's details as **ICICI bank, IFSC: ICIC0006950, Branch: Salt Lake, Sec-I, in BG text at which SFMS IFIN 760** message to be sent by the issuing bank to establish the authenticity of the given BG.

**10) Taxes & duties to be borne by the Contractor**

Income Tax, GST and Other Taxes as per GOVT. Rule to be borne by the contractor and **the rate should be quoted accordingly after consideration of all these charges.**

**11) Security Deposit**

Security Deposit @ 8 % of the work value shall be deducted from the all R/A Bill as per prevailing order. No interest will be paid on Security Deposit. Earnest Money @ 2% of the quoted value put to tender would be converted to Security Deposit (total @10%) in case of the successful bidder. All the security money will be refunded after completion of the security period or defect liability period.

The security deposit will hold with KMDA and shall be refundable to the contractor in the manner provided here under:-

**(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;

**(d) For work with five years 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.

**12) The Defect liability period for the works will be as follows:**

<u>Sl. No. of work in this NIT</u>	<u>Defect Liability Period</u>
<u>1.</u>	<u>3(Three) years.</u>
<u>2.</u>	<u>5(Five) years</u>
<u>3.</u>	<u>5(Five) years</u>
<u>4.</u>	<u>5(Five) years</u>
<u>5.</u>	<u>5(Five) years</u>
<u>6.</u>	<u>5(Five) years</u>
<u>7.</u>	<u>5(Five) years</u>

**13) Withdrawal of Tender - As per NIC Rules.**

14) All materials/labours required for execution of the work (as per BOQ) shall be supplied by the contractor at their own cost including Cement, Paints and Steel everything complete.

15) For (a) Procurement of goods and services and (b) Works related contract involving supply of goods and services by contractor. Tax Invoice (S) needs to be issued by the supplier for raising claim under the contract showing separately the tax charged in accordance with the provision of GST Act 2017.

16) There shall be no provision of Arbitration.

17) No Adjustment of Price OR Price Escalation of any kind will be allowed.

18) No Price preference will be allowed for the Work under this NIT.

19) No mobilization advance and secured advance will be allowed.

20) The Superintending Engineer (Circle-II), R&B Sector, KMDA reserves the right to cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained. At any stage of bidding or even after award of contract if any inadvertent typographical mistake is found in the BOQ or any other tender document, the same will be so corrected as to conform to the prevailing relevant Schedule of Rate and/ or Technically Sanctioned Estimate or any other document as the case may be.

21) Contractors are to keep track of all the Addendum / Corrigendum issued with a particular tender and upload the same digitally signed along with the NIT Tenders submitted without the Addendum / Corrigendum will be informal and liable to be rejected.



**22) Site inspection before submission of tender: -**

Before submitting any tender, the intending tenderers should make themselves acquainted thoroughly with the local conditions prevailing at site by actual inspection of the site and taking into consideration all factors and difficulties like to be involved in the execution of work in all respect including transportation of materials, communication facilities, climate conditions, nature of soil, availability of local labour and market rate prevailing in the locality etc. and no claim, whatsoever, will be entertained on these account afterwards. In this connection intending tenderers may contact the office of the Executive Engineer, concerned with the work between 11.30 hours to 16.30 hours on any working day prior to date of submission of tenders.

**23) All possible precautions should be taken for the safety of the people and work force deployed at work site as per safety rule in force Contractor will remain responsible for his labour in respect of his liabilities under the Workmen's Compensation Act etc. He must deal with such cases as promptly as possible.**

**24) All the uploaded documents should be organized in proper order in the respective folders assigning names to the individual documents, failing which your tender may liable to be cancelled.**

**25) Payment: -**

The payment of RA as well as final bill for any work will be made according to the availability of fund and no claim to delay in payment will be entertained.

**26) The acceptance of the tender including the right to distribute the work between two or amongst more than two bidders will rest with the Tender Accepting Authority without assigning reason thereof. The accepting authority reserves right to reject any or all tenders without assigning any reason thereof.**

**27) Department shall not entertain any claim whatsoever from the contractor for payment of compensation on account of idle labour on any ground including non-possession of land.**

**28) Bids shall remain valid for a period of 180 days (One Hundred Eighty days) from the last date of submission of Financial Bid / Sealed Bid. If the bidder withdraws the bid during the period of bid validity the earnest money as deposited will be forfeited forthwith without assigning any reason thereof.**

**29) CONDITIONAL and INCOMPLETE TENDER will not be accepted under any circumstances.**

**30) The Superintending Engineer (Circle-II), R&B Sector, KMDA reserves the right to cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.**

**31) During scrutiny, if it is come to the notice to tender inviting authority that the credential or any other papers found incorrect/manufactured/fabricated, that tenderer will not be allowed to participate in the tender and that application will be out rightly rejected without any prejudice with forfeiture of earnest money forthwith.**

List of "Technically Qualified Bidders" will be published in the web portal only. Financial Bid will be opened within a short period after such publication. Therefore, Bidders are requested to view the tender status on a regular basis. In case if there be any objection regarding Pre-qualification/ list



of “Technically Qualified Bidders”, that objection should be lodged to the Chairman, Tender/Bid Evaluation Committee within **24 hours** from the date and time of publication of list of qualified Agencies and beyond that time schedule no objection will be entertained by the Tender/Bid Evaluation Committee.

- 32) Before issuance of the LOI, the tender inviting authority may verify the credential & other documents of the lowest tenderer if found necessary. After verification, if it is found that such documents submitted by the lowest tenderer is either manufacture or false in that case, LOI will not be issued in favour of the tenderer under any circumstances.
- 33) **Language of Tender:** - The tender shall be submitted in the prescribed form in English. All literatures and correspondence in connection with the tenders shall be in English.
- 34) **Others:** - The Tender Notice along with other documents like **Tender Form No. - 1 KMDA, Technical Specification, Special Terms and Conditions, BOQ, Addendum and corrigendum etc.** whatever documents uploaded by the department concerned thereto shall be part and parcel of the Tender. The agency must go through carefully the Special Terms and Conditions uploaded by the department before quoting his rate.
- 35) All the documents uploaded by the Tender Inviting Authority forms an integral part of the tender contract/agreement. Contractors/bidders are required to upload the entire set of tender documents along with other related documents as asked for in the e-tender through the above website(s) within the stipulated date and time as given in the e-NIT. Tenders are to be submitted in two folders at a time for each work, one being the ‘Technical Bid’ and the other ‘Financial Bid’. The contractor/ bidder shall carefully go through all the documents and prepare to upload the scanned documents in Portable Document Format (PDF) in the designated link in the web portal as their Technical Bid. He/she needs to fill up the rates of items/percentage in the BOQ downloaded for the work in the designated cell and upload the same again in the designated link in the portal as their Financial Bid. Documents uploaded are virus scanned and digitally signed using the Digital Signature Certificate (DSC). Contractors/bidders should especially take note of all the addenda and corrigenda related to the e-tender and upload all of these documents also as a part of their tender document.
- 36) **The tender inviting authority reserves the right to accept or reject any or all the tenders without assigning any reason what so ever.**
- a. KMDA reserves the right to,
1. Accept any Bid;
  2. Reject any Bid;
  3. Annul the bidding process and reject all Bids;
  4. Annul the bidding process and commence a new process; and
  5. Waive irregularities, minor informalities, or minor non-conformities which do not constitute material deviations in the submitted Bids from the Bidding Documents, at any time prior to the award of the Contract without incurring any liability to the affected Bidder or Bidders and without any obligation to inform the affected Bidder or Bidders of the grounds for KMDA’s actions.





- b. Nothing in ITB is intended to permit KMDA to refuse to provide reasons for rejection to an unsuccessful Bidder.

**37) Penalty for suppression / distortion of facts:**

If any tenderer fails to produce the original hard copies of the documents (especially Completion Certificates and audited balance sheets), or any other documents on demand of the Tender Inviting Authority/Tender Evaluation Committee within a specified time frame or if any deviation in the hard copies from the uploaded soft copies or if there is any suppression, the Tender Inviting Authority/Tender Evaluation Committee upon suggesting suitable punitive measures will bring the matter to the notice of the Chief Engineer concerned immediately and the tenderer may be suspended from participating in the tenders on e-Tender platform of Water Supply Sector, KMDA as per approval of the Chief Engineer for a maximum period 3(three) years. In addition, the Earnest Money Deposit will stand forfeited to KMDA. The Chief Engineer concerned will issue the necessary orders under intimation to other Chief Engineers, e-Tendering Cell and also the Department, copy of such order should also invariably to be communicated to the Nodal Officer, e-Governance of this Department with a request to upload the same in the Departmental website.

**38) Debarment clause:**

In case of forgery or falsification of record submitted by tenderer or failure to execute committed contract or their failure to perform contractual obligation and thereby resulting delay of the works or execution of the faulty works the contractor / supplier / consultant may be suspended or debarred from KMDA as per the procedure stated in the memorandum no. 547-W(C)/1M-387/15 dated 16/11/2015 and 724-W(c)/1M-953/19 dt. 19/12/19 of Joint Secretary to the Govt. of West Bengal, Public Works Department, Government of West Bengal.

- 39)** The work to be executed with necessary arrangements for safety, machineries, temporary Barricading, labour hutments, electricity and other misc. at contractors own cost. The contractor have to executed the work at site following all the guidelines of work for the Covid 19 precautions viz. face mask for every labours, social distancing, application of sanitizer at regular interval etc.
- 40)** Successful tenderer have to follow all the terms & conditions as in force in the KMDA Form No. 1. If any irregularities/misconduct happens or noticed during the work or within the security period with respect to specification & quality of materials, workmanship then the agency has to rectify the same at his own cost to the satisfaction of the E.I.C. otherwise necessary penal action will be taken against him as per the norms in force in the KMDA Form No.1.
- 41)** Successful tenderer have to execute an agreement with KMDA after finalization of tender in 5(Five) set of formal documents including KMDA Form No.1 for each work on payment of amount mentioned in Column - 7 through DD, in favour of KMDA, payable at KOLKATA or in cash to the office of the Superintending Engineer (Circle-II), R&B Sector, KMDA.
- 42)** The TDS under GST and/or other Taxes will be applicable during processing the bill against the work as per rules

For detail information please visit <https://wbtenders.gov.in> and <https://kmda.wb.gov.in>.

**Superintending Engineer,  
Circle-II, R&B Sector, KMDA**



No. 83/SE/C-II/R&B/KMDA/W-28 (Part-VI) of 2023-2024

Date: 12/03/2024

Copy forwarded to the Deputy Secretary, P.R. Department, KMDA-enclosed please 1(One) Detailed Copies & 4 (Four) Abridge Copies of this NIT. He is requested to kindly circulate the NIT as per prevailing norms of KMDA.

**Superintending Engineer,  
Circle-II, R&B Sector, KMDA**

No. 83/1(11)/SE/C-II/R&B/KMDA/W-28 (Part-VI) of 2023-2024

Date: 12/03/2024

Copy forwarded for information and necessary action to: -

1. The Chief Executive Officer, KMDA
2. The Chief Engineer, R&B Sector, KMDA
3. The Director of Finance, KMDA
- 4-7. The Superintending Engineer Circle-I / III / V/Programme, R&B, KMDA
8. The Executive Engineer / HSRD/ R&B Sector, KMDA
9. A.C.F.A., R&B Sector, KMDA.
10. Assistant Engineer, Circle-II/ R&B Sector / KMDA
11. Notice Board, R&B Sector/ KMDA

**Superintending Engineer,  
Circle-II, R&B Sector, KMDA**



**Annexure – I**  
**(Format for Affidavit before Notary)**

**(Affidavit to be affirmed on a Non Judicial Stamp Paper and Duly Notarized)**

I,.....,son of.....  
.....,aged about..... years by  
occupation..... do hereby solemnly affirm and confirm as follow:

1. That, I am the ..... Of ..... have duly authorized by and competent to affirm this affidavit on behalf of the said Tender.
2. That, I have inspected the site of work covered under NIT (NIT No.....) circulated through Office memo bearing No -----dated ----- and has made myself fully acquainted with the site conditions existing level/proposed level and local conditions in and around the site of work. I have also carefully and meticulously gone through the Tender documents. Tender of the above named bidder is offered and submitted upon due consideration of all factors and if the same is accepted, I on and for behalf of the aforesaid Tenderer, being lawfully and duly authorized, promise to abide by all the covenants, conditions and stipulations of the Contractual documents and to carry out, complete the works to the satisfaction of the Tender accepting Authority of the Work and abide by all instructions as may give by the Engineer in Charge of the work time to time. I also hereby undertake to abide by the provisions of Law including the provisions of Contract Labour (Regulation & Abolition) Act, Apprentice Act 1961, West Bengal Sales Tax Act, GST Act, Income Tax Act as would be applicable to the Consultant upon entering into formal Contract / agreement with the Tender Inviting/Accepting authority.
3. That I declare that, no relevant information as required to be furnished by the Tenderer has been suppressed in the Tender documents.
4. That I declare that, no penalty or debarment etc. was ever made against the said firm in any way at any Govt. /Autonomous Body/Institutions.
5. That I, the undersigned, declare that all the statements made in the attached/uploaded documents in respect of mode of ownership of machineries are true and correct.
6. That I am a citizen of India.
7. That the statement above made by me is true to my knowledge.

**Deponent**

**Solemnly affirmed by the said**

.....

**Before me.**

.....

**(1st class Judicial Magistrate / Notary Public)**



### Annexure-II

#### FORMAT OF THE BANK GURANTEE FOR ADDITIONAL PERFORMANCE SECURITY DEPOSIT

To

----- [Designation of Engineer-In-Charge]  
----- [Office address of Engineer-In-Charge]  
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WHEREAS..... [name and address of contractor] (here after called "the contractor") has undertaken, in pursuance of Letter of Acceptance No. ....dated .....to execute.....[name of contract and brief description of workers] (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 THEREOF 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 undertake to pay you, upon your first written demand and without cavil or argument, a sum within the limits of..... [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

We..... (indicate the name of the bank & branch) further agree to pay to you any money so demanded not withstanding any dispute any disputes or dispute raised by the contractors in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present absolute and unequivocal.

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