

West Bengal Pollution Control Board, Department of Environment ,
Government of West Bengal ,

NOTICE INVITING TENDER

1. Item rate tenders are invited on behalf of the West Bengal Pollution Control Board (WBPCB) from bonafide, interested, experienced and eligible agencies for the work of:-

NAME OF WORK: Construction of ultra fast musical fountain with Diode Pumped Solid State (DPSS) laser system, water screen and video projection at Rabindra Sarobar, Kolkata

2. Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms & conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents can be seen in the office of the Member Secretary , West Bengal Pollution Control Board between hours of 11.00 A.M. & 04.00 P.M. **from 20/02/2012 to 29/02//2012** everyday except on Holidays. Tender documents, excluding standard form, will be issued from his office, during the hours specified above, on payment of **Rs 5000/-**(Rupees five thousand) by Demand Draft or pay order to be drawn in favour of “West Bengal Pollution Control Board” payable at Kolkata from any nationalized bank in India as non refundable cost of tender.
3. Bidders may purchase the bid document from the office of Member Secretary,WBPCB on payment of **Rs.5,000/-**(Rupees five thousand) as non refundable tender cost in the form of Demand Draft/ Pay order/ Bankers cheque, to be drawn in favour of “West Bengal Pollution Control Board” payable at Kolkata from any nationalized bank in India. However the interested bidders may download the same tender document from our website : www.wbpcb.gov.in. and the bidders should enclose such cost of tender document of **Rs. 5,000/-**(Rupees five thousand) along with the bid. Otherwise bid will be treated as cancelled.
4. Further bidders are requested to deposit Earnest Money Deposit (EMD) of **Rs. 20000/-**(Rupees twenty thousand) in the form of Demand Draft/ Pay order/ Bankers cheque, to be drawn in favour of “West Bengal Pollution Control Board” payable at Kolkata from any nationalized bank in India at the time of bid submission.
5. Contract shall be signed by the successful bidder within 30 days from the date of letter of award on prescribed format enclosed at annexure-I
6. The time allowed for carrying out the work will be **two months** from the date of signing the agreement___or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.
7. Tenders, which should always be placed in sealed envelope, with the name of work and due date written on the envelopes,, will be addressed to the Member Secretary, West Bengal Pollution Control Board, The tenders shall be dropped at Box supercribed as“Tender for Construction of ultra fast musical fountain with DPSS

laser system,water screen etc” kept at ground floor of Paribesh Bhavan, upto **4.00 p.m of 01.03.2012** and the same shall be opened in presence of interested agencies on **01.03.2012 at 4.30 p.m .**

8. The description of the work is as follows :

As per Schedule attached

Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials tools & plants water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for all in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents. and has made himself aware of the scope and specification of the work to be done and of conditions

9. The competent authority on behalf West Bengal Pollution Control Board does not bind himself to accept the lowest or any other tender and reserves to himself the authority to reject any or all of the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected. Tender through mail shall not be accepted.
10. Canvassing whether directly or indirectly in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort canvassing will be liable to rejection.
11. The competent authority on behalf West Bengal Pollution Control Board reserves the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
12. The contractor shall not be permitted to tender for works in WBPCB if his near relative is posted as an officer in any capacity between the grades of Chief Engineer and Junior Environmental Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Group A officer in the WBPCB. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this department.

13. The tender for the works shall remain valid for a period of **sixty** days from the date of opening of tenders. If any tenderer withdraws his tender before the said period or makes any modification in the terms and conditions of the tender which are not acceptable, WBPCB shall without prejudice to any other right or remedy be at liberty to forfeit the said earnest money as aforesaid.

This notice inviting tender shall form a part of the contract document.

**For & on behalf of
West Bengal Pollution Control Board**

West Bengal Pollution Control Board (WBPCB)
“Paribesh Bhavan” 10A, Block-LA, Sector-III, Bidhannagar, Kolkata-700098

ITEM RATE TENDER & CONTRACT FOR WORKS

NAME OF WORK: Construction of ultra fast musical fountain with DPSS laser system, water screen and video projection at Rabindra Sarobar, Kolkata

(i) To be submitted by **4.00 P.M. on 01.03.2012**

To be opened in presence of tenderers who may be present at 4.30 P.M. hours on **01.03.2012** in the office of the **Member Secretary, WBPCB**

Issued to

: _____

(Tenderer)

Signature of office issuing the documents _____

Designation _____

Date of issue: _____

TENDER

I/We have read and examined the notice inviting tender, schedule, A,B,C,D,E & F Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions, Contract Clauses of contract, Special condition Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified within the time specified in schedule ‘F’ viz schedule of quantities and in accordance in all respects with the specifications designs drawing and instructions

We agree to keep the tender open for sixty (60) days from the due date of submission thereof and not to make any modification in its terms and conditions.

A sum of Rs.20,000/- (Rupees twenty thousand) as EMD is hereby forwarded If I/We fail to commence the work specified I/We agree that the said WBPCB shall without prejudice to any other right or remedy be at liberty to forfeit the said earnest money absolutely otherwise the said earnest money shall be adjusted by Board towards security deposit which will be 5% of the order value to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein.

I/We hereby declare that I/We Shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/We am/are

authorized to communicate the same or use the information in any manner prejudicial to the safety of the state.

I/We agree that should I/We fail to commence the work specified in the above memorandum an amount equal to the amount of the earnest money mentioned in the form of invitation of tender shall be absolutely forfeited to the WBPCB and the same may at the option of the competent authority on behalf of the WBPCB be recovered without prejudice to any other right remedy available in law out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me/us under this contract of otherwise.

Dated.....

Signature of Contractor
Postal Address
Mobile no.

Witness:

Address

Occupation:

PROFORMA OF SCHEDULES

(Operative Schedules to be supplied separately to each intending tenderer)

SCHEDULE 'A'

Schedule of quantities ():- Attached

SCHEDULE 'B' --NIL--(AS SPECIFIED IN ADDITIONAL TERMS AND CONDITIONS)

Schedule of materials to be issued to the contractor:-

| S.No | Description of item | Quantity | Rate in figures and words at which the material will be charged to the contractor | Place of issue |
|------|---------------------|----------|---|----------------|
| 1 | 2 | 3 | 4 | 5 |
| - | - | - | - | - |

SCHEDULE 'C' --NIL--

Tools and plants to be hired to the contractor:-

| S.No | Description | Hire charges per day | Place of issue |
|------|-------------|----------------------|----------------|
| 1 | 2 | 3 | 4 |
| 1 | 2 | 3 | 4 |

NIL

SCHEDULE 'D'

Nil

SECHEDULE 'E'

Nil

SCHEDULE 'F'

| | | |
|-------|---|---|
| | Reference to General Conditions of contract.: | Attached |
| | Name of work:- | : Construction of ultra fast musical fountain with DPSS laser system,water screen and video projection at Rabindra Sarobar,Kolkata |
| (i) | Earnest Money: | Rs. 20,000 |
| (ii) | Performance Guarantee: | 5% of the tendered amount to be submitted at the time of signing contract by Bank guarantee from any Nationalised Bank in India or by bank draft. |
| (iii) | Security Deposit: | 5% of the tendered amount will be deducted from bills . This will be released only after completion of defect liability period of one year or warranty period from the date of completion and handing over (whichever is later)duly certified by co-ordinating Officer |
| | Officer inviting tender: | Member Secretary, WBPCB |

**General Rules &
Directi
ons**

Definitions:

| | |
|----------------------|--------------------------------|
| Engineer-in-charge: | Member Secretary, WBPCB |
| Accepting Authority: | Member Secretary, WBPCB |

Clause 1

(i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance, in days **30 Days**

(ii) Maximum allowable extension beyond the period provided in (i) above, in days **7 Days**

Clause 2

Authority for fixing compensation under clause2: **Member Secretary, WBPCB**

Clause 3

i) Number of days from the date of issue of letter of acceptance for reckoning date of start **from the date of signing the contract**

ii) Time allowed for execution of works: **Two Months**

iii) Authority to give fair and reasonable Extension of time for completion of work. **Member Secretary, WBPCB**

Clause 4

Specification to be followed for execution of work: **Appendix-A along with details scope of works**

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NAME OF WORK: Construction of ultra fast musical fountain with DPSS laser system,water screen and video projection at Rabindra Sarobar, Kolkata

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Member Secretary, WBPCB

TENDER NOTICE

WEST BENGAL POLLUTION CONTROL BOARD, KOLKATA

INVITATION TO TENDER

Member Secretary, WBPCB invites sealed item rate tenders in two bid system from reputed contractors for the following work.

| S.No | Name of Work | Earnest Money | Period of completion |
|-------------|--|----------------------|-----------------------------|
| 1. | Construction of Ultra fast musical fountain with DPSS laser system, water screen and video projection at Rabindra Sarobar | Rs. 20,000 | 2 Months |

Tender ID No. RS / WBPCB/11-12

Dated-20.02.2012

- 1.1 Tenders are to be submitted in two separate envelopes within a single envelope. Technical Bids as per Appendix-A and Financial Bid as per Appendix-B are to be submitted. Technical Bid will be evaluated first and financial bids for the technically qualified bidders will be opened by giving due intimation to the qualified bidders. Unopened financial bids will be returned later. Technical bid includes tender cost, EMD, Post Qualification information, technical specification (appendix-A) and other prescribed document, if any as per tender document. Financial bid includes appendix-B and any other prescribed document, if any.

1.2 Contractors who fulfill following requirements shall be eligible to apply. Joint ventures are not accepted:-

- a) Should have satisfactory completed three similar works each of value of **Rs.3.00 crores or above** in the last 7 years ending last day of the month previous to one in which the tenders are invited .
- b) . The agency having successfully executed / under execution similar type of work with central Govt./ State Govt. shall be given preference. For private works contractors will be required to submit TDS certificate etc. for verification, as proof.
- c) Similar work is defined as: - Multi media laser show / musical dancing fountain.
- d) Should have an average annual financial turn over of Rs. 20.00Crore on Fountain / Hydraulic Engineering works during the last three years
- e) Out of this total turnover, minimum of Rs. 5.00 Crores should be from the products manufactured for Laser or fountains. This should be substantiated audited balance sheets.
- f) The bidder should have ISO certification and should be a company of international repute copy of the certificate should be enclosed.
- g) To ensure continuity of service and accountability the bidder should be an India based registered company and a manufacturer of laser or Musical Fountains and water screens The Manufacturing facility should be available for inspection within 5 days notice.
- h) The bidder should have experience in the field of hydraulic technology with respect to supply and installation of musical fountains for more than 5 years. Order copies should be enclosed as proof.
- i) The bidder should have experience of installing musical fountain in India & overseas which should be validated with order copies & completion certificates. The experience of working with the Govt. Deptt, would get preference.

If the bidder is a dealer/agent of the principal manufacturing company, then the principal manufacturing company needs to satisfy all the prequalification requirements mentioned above.

- j) Should not have incurred any loss in more than one year during the last three years Should have a solvency of Rs. 2.0 Crores.
- k) The bidder must produce valid trade licence, ,last three years Income Tax Return, last three year's audited accounts

- 1.3 The contractor will be required to deposit earnest money in prescribed manner before opening of the financial bid. Failing which their financial bid shall not be opened.
- 1.4 The tenders will be received upto **4.00 P.M of 01.03.2012** and technical bid will be opened by the –Member Secretary, WBPCB or his authorized representative in his office on the same day at 4.30 p.m. The date for opening of financial bid of substantially responsive bidders will be intimated separately, which will be about 7 days after date of opening of technical bid.

Member Secretary, WBPCB

SECTION –I

BRIEF PARTICULARS AND SCOPE OF THE WORK

- 1. Salient details of the work for which Post-qualification are invited as under: -**

| S.No | Name of Work | Period of Completion. |
|------|--|-----------------------|
| 1. | Construction of Ultra fast musical fountain with DPSS laser system, water screen and video projection at Rabindra Sarobar, Kolkata | 2 Months |

Scope of work

a) DPSS Laser system:-

Laser gun with electronics in a compact housing along with scanner.

A computer based control system, interface and leads to connect with laser.

Control integration for synchronization of Musical Fountain with laser

Suitable Software to enable shows to be loaded and run and also enables the development of simple routines such as messages.

Includes an auto play feature to generate a laser show from MP3 audio and an excellent entertainer that enables the latest numbers to be played or musical fountain sound output to generate an accompanying laser display.

A library of 30 laser shows/programmes. The library shall contain wide varieties of laser shows/programme (each show/programme is of 2-4 minutes duration) including graphics, animations, beam shows, stories etc (these shall also standalone laser entertainments not specifically for musical fountain integration) and one standard show (not customized or video) of 20 minute duration where laser graphics and musical fountain effects are synchronized.

Installation, commissioning and training of deptt's operators for this show

b) Musical Fountain:-

Drawings for basic sump/pool, pump room and for control room as applicable.

Electric pumps, EMA, pipework and valves, Manifolds, solenoid valves, regulating valves, pipework and connections.

Mounting frames, fittings and brackets for water effects and lights, etc.

Water effects, mountings and connections.

Waterproof coloured lights, waterproof wiring and control panels.

Master control console with electronic controller, monitor speaker switch panel with indicators and contactor.

Wiring including waterproof wiring for solenoid valves. Electrical supply panels with pump starters, distribution busbar, switch fuse units, indicator lights, voltmeter and ammeter (control room shall be as near as possible to the fountain pool).

Installation of the musical fountain (electrical and mechanical) on site, training of the Customers' operator(s) for a period of 10 days at the time of installation and commissioning.

Anything not specifically mentioned is excluded from the bidder's scope of work.

c) Floating Water Screen:-

Central disc type nozzle fitted on pipe work and accessories of steel-epoxy painted / galvanised.

Submersible pump set, control panel. Necessary cables for connecting pump set to control panel (Control room shall be as near as possible to the fountain pool).

Drawing showing pool/installation detail shall be provided by the agency

d) Video Projection System:-

Video projector having an output of 12,000 lumens with lens suitable to project the required size of image from a specified distance from the water screen. LCD, 1100:1 contrast ratio, XGA native resolution, compatible up to UXGA.

Manufactured by one of following: Canon, Eiki, Epson, Panasonic, Mitsubishi, Sanyo, Sharp, and Sony.

Show Control - a dedicated software programme running on a computer with hardware enhancements and output interface to stream video to projector and control projector also control water screen and musical fountain operation.

Stand and cabling.

SECTION II

INFORMATION & INSTRUCTIONS FOR APPLICANTS

1.0 GENERAL:

- 1.1 Letter of transmittal and forms for post qualification are given in Section-III.
- 1.2 All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reasons, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even if no information is to be provided in a column, a “NIL” or “No such case” entry should be made in that column. If any particulars / query is not applicable in case of the applicant, it should be stated as “not applicable”. The applicants are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the applicant being

summarily disqualified. Applications made by telegram or telex and those received late will not be entertained.

- 1.3 The application should be type-written. The applicant should sign each page of the application.
- 1.4 Overwriting should be avoided. Correction, if any, should be made by neatly crossing out, initializing, dating and rewriting. Pages of the post qualification document are numbered. Additional sheets, if any added by the contractor, should also be numbered by him. They should be submitted as a package with signed letter of transmittal.
- 1.5 Reference, information and certificates from the respective clients certifying suitability, technical know how or capability of the applicant should be sign by an officer not below the rank of Superintending Engineer / Chief Engineer Or equivalent.
- 1.6 The applicant may furnish any additional information, which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information. No

information shall be entertained after submission of pre-qualification document unless it is called for by the employer.

- 1.7 Any information furnished by the applicant found to be incorrect either immediately or at a later date, would render him liable to be debarred from tendering / taking up of work in WBPCB Prospective applicants may request clarification of the project requirements and post qualification document. Any clarification given by the employer will be forwarded to all those who have purchased the post qualification document.

2.0 DEFINITIONS:

- 2.1 In this document the following works and expressions have the meaning hereby assigned to them.
- 2.2 Employer : - Member Secretary, WBPCB,
- 2.3 Applicant : - Means the individual, proprietary firm, firm in partnership, limited company private or public or corporation.
- 2.4 "Year" Means "Financial Year" unless stated otherwise.

3.0 METHOD OF APPLICATION

If the applicant is an individual, the application shall be signed by him above his full typewritten name and current address.

1.0 If the applicant is a proprietary firm, the application shall be signed by the proprietor above his full typewritten name and the full name of his firm with its current address.

1.1 If the applicant is a firm in partnership, the application shall be signed by all

the partners of the firm above their full typewritten name and current addresses or alternatively by a partner holding power of attorney for the firm. In the latter case a certified copy of the power of attorney should accompany the application. In both cases a certified copy of the partnership deed and current address of all partners of the firm should accompany the application.

1.2 If the applicant is a limited company or a corporation, the application shall be

signed by a duly authorized person holding power of attorney for signing the application accompanied by a copy of the power of attorney. The applicant should also furnish a copy of the memorandum of Articles of Association duly attested by a Public Notary.

4.0 Time Schedule

5.0 Language of Bids

All information in the bid shall be in English.

6.0 Signature of Bidder

The bid must contain the name and place of business of the bidder. If the bidder is a partnership firm or a company, an authorized person must sign the bid with seal of the organization. Significant evidence of authority of the person signing on behalf of the bidder shall be furnished with the bid. All the page of this offer document must be initialed / signed and submitted to Member Secretary, WBPCB within the stipulated date of submission of bids.

7.0 Local conditions and Preliminary Costs: -

a. Each bidder should fully acquaint himself of all local conditions and factors, which may have any effect on the execution of work covered under these documents and specifications. It must be understood and agreed that all the factors have properly been investigated and

considered by the bidders before submitting the proposals WBPCB will not entertain any claim or financial adjustment or modification in time schedule which arise due to inadequate appreciation by the bidder at the time of submission of bid.

- b. All costs of preparing the proposals, presentations including site visits etc. shall be borne by the bidders.

8.0 Price Bids

The bidders are required to quote against each item in the schedule of quantity excluding all taxes& duties, if any

9.0 Duties and taxes.

No claim on any duties, taxes, and other levies payable by the bidder in respect of the transaction between the bidders and sub-contractor or any other agency will be entertained by WBPCB. The Board is exempted from paying custom duty/excise duty. Accordingly Bidders are requested not to consider any custom/excise duty in their price bid. Board will provide DSIR certificate along with declaration in this regard and also pay concessional duty,if any. The bidder is responsible for such custom clearance and related cost upto the site.

10.0 Validity

The offer shall remain valid for a period of sixty days (60) days from the stipulated last date for receipt of proposals. The overall offer including personal proposed for the assignment as well as quoted rates shall remain unchanged during period of validity.

11.0 FINAL DECISION MAKING AUTHORITY

The employer reserves the right to accept or reject application and to reschedule the pre qualification process and reject all applications at

any time without assigning any reasons or incurring any liability to the applicants.

12.0 PARTICULARS

The particulars of the work has been given in the schedule of quantity and the contractors shall quote the rates accordingly. Keeping in view the nomenclature of each of the items.

13.0 SITE VISIT

The applicant is advised to visit the site of work, at his own cost, and examine it and its surroundings himself and collect all information that he considers necessary for proper assessment of the prospective assignment.

14.0 INITIAL CRITERIA FOR ELIGIBILITY FOR POST QUALIFICATION

14.1 The applicant should have satisfactorily completed three similar works each of value Rs.3.00 crores in the last 7 years ending last day of the month previous to one in which the tenders are invited .. For this purpose “Cost of work” shall mean gross value of the completed work including the cost of materials supplied by the Government / Client, but excluding those supplied free of cost. This should be certified by an officer not below the rank of Executive Engineer / Project Manager or Equivalent.

14.2 The applicant should have had average annual financial turn over (gross) Rs. 20.0 Crore on Fountain / Hydraulic Engineering works during the last three years and submit the balance sheets. This should be duly audited by a Chartered Accountant Year in which no turnover is shown would also be considered for working out the average.

14.3 The applicant should not have incurred any loss in more than one years during the last three years duly certified by the Chartered Accountant.

14.4 The applicant should have a solvency of Rs. 2.0 Crore certified by his bankers. Original solvency certificate should be submitted.

15.0 EVALUATION CRITERIA FOR QUALIFYING TECHNICAL BID

15.1 For the purpose of post- qualification, applicants will be evaluated in the following manner:

15.1.1 The initial criteria prescribed in Para 14.1 to 14.4 above in respect of experience of similar class of works completed, bidding capacity and

financial turn over etc. will first be scrutinized and the applicants’ eligibility for post qualification for the work be determined.

15.1.2 The applicants qualifying the initial criteria as set out in Para 14.1 to 14.4 above will be evaluated for following criteria by scoring method on the basis of details furnished by them:

15.1.3 The applicant should own all equipment as required for the purpose and timely execution of the work. Else, he should certify that he would be able to manage

the equipment by hiring etc. and submit the list of firms from whom he proposes to hire.

15.1.4 The applicant should have sufficient number of technical and administrative employees for the proper execution of the contract. The applicant should have a list of these employees stating clearly how these would be involved in this work.

15.1.5 The performance report of the contractor, to be obtained by him from client / EE in sealed cover and enclosed with the post qualification document should be in form "D". Before taking a final decision in the matter, the authority competent for post qualification or evaluation committees constituted by him or any other representative of him shall inspect the works of those applicants who otherwise post qualify or confidentially obtain reports from their client / EE.

The department, however, reserves the right to restrict the list of post qualified contractors to any number deemed suitable by it.

15.2 Even though an applicant may satisfy the above requirements, he would be liable to disqualification if he has:

- a) Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the pre qualification document.
- b) Record of proof performance such as abandoning work, not properly completing the contract, or financial failures / weakness etc.

16.0 FINANCIAL INFORMATION

Applicant should furnish the following financial information:

- a) Annual financial statement for the last three years (in form 'A'). This should be supported by audited balance sheets and profit and loss accounts duly certified by a Chartered Accountant, as submitted by the applicant to the Income Tax Department.

- b) Name and address of the bankers, identification of individuals familiar with the applicant's financial standing and banker's statement on availability of credit.

17.0 EXPERIENCE IN CIVIL WORKS HIGHLIGHTING EXPERIENCE IN SIMILAR WORKS

17.1 Applicant should furnish the following

- a) List of all works of similar class successfully completed during the last five years (in form 'B')
- b) List of the projects under execution awarded (in form 'C').

17.2 Particulars of completed works and performance of the applicant duly authenticated / certified by an officer not below the rank of Executive Engineer or equivalent should be furnished separately for each work completed or in progress (in form 'D')

18.0 ORGANISATION INFORMATION

Applicant is required to submit the following information in respect of his organization (in forms 'E' and 'E - I')

- a) Name and Postal address, I / c telephone and fax number etc.
- b) Copies of original documents defining the legal status, place of registration and principal places of business:
- c) Names and Title of Directors and officers to be concerned with the work, with designation of individuals authorized to act for the organization.
- d) Information on any litigation in which the applicant was involved during the last five years, including any current litigation.
- e) Authorization for employer to seek detailed references.
- f) Number of technical and administrative employees in parent company, subsidiary company and how these would be involved in this work (in form 'E-I').

19.0 PLANT & EQUIPMENT

Applicant should furnish the list of tools plant and equipment likely to be used in carrying out the work (in form 'F').

20.0 LETTER OF TRANSMITTAL

The applicant should furnish the letter of transmittal attached with post qualification document. Works (not included in form 'F') and available with the applicant may also be indicated.

21.0 TENDER SUBMISSION

After evaluation of post qualification applications, a list of qualified agencies will be prepared. Financial bids of only qualified agencies will be opened.

22.0 AWARD CRITERIA

22.1 The employer reserves the right, without being for any damages or obligation to inform the applicant to : -

- a) Amend the scope value of contract to the applicant.
- b) Reject any or all of the applications without assigning any reasons.

22.2 any efforts on the part of the applicant or his agent to exercise influence or to pressurize the employer would result in rejection of his application.

Canvassing of any kind is prohibited.

23 Professional Liability Insurance

The agency shall protect the department against any damage or loss arising for want of such care and diligence or neglect of professional duty. To this effect, the agency shall indemnify the department through a professional indemnify insurance policy with a nationalized insurance company for total fee payable to him. A copy of the policy shall be deposited with the Engineer– in – Charge. The insurance premium shall be paid by the agency to Insurance Co. till the completion of the period.

24 The duly filled offer documents shall not be deposited by post or courier service and all participating bidders shall submit the same by hand delivery in the office of the Member Secretary, West Bengal Pollution Control Board,, at the following address: "Paribesh Bhavan,10A,Block-LA, Sector-III, Bidhannagar, Kolkata-700098. PH.NO-2335-2813/9088/7824/0261

25 Offers received after the last date and time fixed for the receipt of bids shall not be accepted and shall be returned to the bidder unopened.

Member Secretary, WBPCB

SECTION III

TECHINCAL BID

LIST OF TRANSMITTAL

From :

To:
Member Secretary, WBPCB

Sub: Name of the Work Construction of ultra fast musical fountain by
DPSS laser system ,water screen and video projection at Rabindra Sarobar, Kolkata

Sir,

Having examined the details given in post qualification press notice and post qualification document for the above work, I / we hereby submit the post qualification document and other relevant information.

1. I/we hereby certify that all the statements are made and information supplied in the enclosed forms A to F and accompanying statement are true and correct.
2. I/we have furnished all information and details necessary for pre-qualification and have no further pertinent information to supply.
3. I/we submit the requisite certified solvency certificate and authorized the Executive Engineer ,.....to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/we also authorize Executive Engineer,and corporation to verify our competence and general reputation.
4. I/we submit the following certificates in support of our suitability, technical know how and capability for having successfully completed the following works:

Name of work: -

Certificate form

Encl: -

Seal of Applicant
Date of submission

Signature of applicant

FORM 'A'

FINANCIAL INFORMATION

1. Financial Analysis: - Details to be furnished duly supported by figures in balance sheet / profit and loss account for the last three year duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be Attached).
 - i) Gross Annual Turn Over on Construction works
 - ii) Profit / Loss
2. Financial arrangements for carrying out the proposed work.
3. The following certificates are enclosed:
 - a) Tax Deducted at certificates from the clients for the last three years.
 - b) Solvency Certificate from bankers of applicant.
 - c) Balance Sheet / Profit / Loss A/c for last 3 years.

Signature of Applicant

Signature of Chartered Accountant with seal

* Indicate gross amount claimed and amount awarded by the Arbitrator

Signature of Applicant

FORM 'C'

PROJECTS UNDER EXECUTION OR AWARDED

| S.No | Name of Work / Project and location | Owner of Sponsoring organization | Cost of work in Rs. in crores | Date of commencement as per contract | Stipulated date of completion | Upto date percentage progress of work | Slow progress if any, any reasons thereof | Name and address / telephones number of officer to whom reference may be made | Remarks |
|-------------|--|---|--------------------------------------|---|--------------------------------------|--|--|--|----------------|
| 1. | 2. | 3. | 4. | 5. | 6. | 7. | 8. | 9. | 10. |

Signature of Applicant

PERFORMANCE REPORT OF WORKS REFERED TO IN FORM "B" & "C"

1. Name of Work / Project & Location
2. Agreement with.
3. Estimated cost.
4. Tendered Cost.
5. Date of Start.
6. Date of Completion
 - i) Stipulated date of completion
 - ii) Actual date of completion.
7. Amount of compensation levied for delayed completion, if any.
8. Amount of reduced rate items, if any
9. Performance Report
 - i) Quality of Work Very Good / Good / Fair / Poor
 - ii) Financial soundness Very Good / Good / Fair / Poor
 - iii) Technical Proficiency Very Good / Good / Fair / Poor
 - iv) Resourcefulness Very Good / Good / Fair / Poor
 - v) General behavior Very Good / Good / Fair / Poor

Dated:**Signature of Client with Official seal**

FORM 'E'**STRUCTURE AND ORGANISATION**

1. Name and Address of the applicant.
2. Telephone No. / Telex No / Fax No
3. Legal statues of the applicant (attach copies or original document defining the legal statues).
 - a) An individual
 - b) A proprietary firm
 - c) A firm in partnership.
 - d) A limited company or corporation.
4. Particulars or registration with various government bodies(attach attested photocopy).

Organization / place of registration No.**Registration**

- 1
- 2.
- 3.
4. Names and titles of Directors and officers with designation
To be concerned with this work
5. Designation of individuals authorized to act for the organization.
6. Was the applicant ever required to suspend construction for a Period of more than six months continuously after commenced the construction ? If so, give the name of the project and reasons of suspension of work.

7. Has the applicant, or any constituent partner in case of partnership Firm, ever abandoned the awarded work before its completion ?

If so, give name of the project and reasons for abandonment.

8. Has the applicant, or any constituent partner in case of partnership firm, ever been debarred / black listed for tendering in any organization at any time ? If so, give details.
9. Has the applicant, or any constituent partner in case of partnership firm, ever been convicted by a court of law ? If so, give details.
10. In which fields of Hydraulic Technology the applicant has Specialization and interest ?
11. Any other information considered necessary but not included in above.

Signature of Applicant(s)

DETAILS OF TECHNICAL AND ADMINSTRATIVE PERSONNEL

| S.No | Designation | Total Number | Number available for this work | Name | Qualification* | Professional experience and details of work carried out | How these would be involved in this work | Remarks. |
|------|-------------|--------------|--------------------------------|------|----------------|---|--|----------|
| 1. | 2. | 3. | 4. | 5. | 6. | 7. | 8. | 9 |

* To attach qualification certificate

Signature of Applicant(s)

FORM 'F'

DETAILS OF PLANT AND EQUIPMENT LIKELY TO BE USED IN CARRYING OUT THE WORK

| S.No | Name of equipment | Nos | Capacity type | Age | Condition | Presently owned | Ownership statuses | | | Remarks |
|------|-------------------|-----|---------------|-----|-----------|-----------------|--------------------|-----------------|------------------|---------|
| | | | | | | | Leased | To be purchased | Current location | |
| 1. | 2. | 3. | 4. | 5. | 6. | 7. | 8. | 9 | 10. | 11. |

Schedule of Quantity

Earnest Money –Rs.20,000

Time Allowed : 2 Months

NAME OF WORK: Construction of ultra fast musical fountain with DPSS laser system, water screen & video projection at Rabindra Sarobar, Kolkata

SCOPE OF SUPPLY AND INSTALLATION

1. Included in the Offer

- 1no 5.0wDPSS Laser & 1no 16wGreen Laser from *Laser Technology Ltd.*, UK/European designed and manufactured compact laser projectors including scanner specification.
- 1no. 3.0w Green Laser of UK/European designed and manufactured compact laser projectors including scanner specification.
- Penthouse Grating Effects
- Video Projector of 15000 lumens
- 1 No. Semi-Circular Water Screen (Premier make) with submersible pumps
- Floating UFA™ International musical Fountain
- Computer with control and editing software along with UPS.
- Control cabling and interfaces to laser, floating musical fountain and water screen.
- Electrical panel for laser.
- A library of laser shows and sequences which can be shown on the water screen. Clippings from this library will be integrated with the musical fountain programme.
- Manuals/documentation for equipment.
- Drawings for control room as applicable.
- Electric pumps, pipe work and valves, Manifolds, solenoid valves, regulating valves, pipe work and connections.
- Mounting frames, fittings and brackets for water effects and lights, etc.
- Waterproof colored lights, waterproof wiring and control panels.
- Master control console with electronic controller, monitor speaker switch panel with indicators and contactors.
- Wiring including waterproof wiring for solenoid valves.
- Electrical supply panels with pump starters, distribution bus bar, and switch fuse units, indicator lights, voltmeter and ammeter
- Installation of the entire show on site.

- Any security or other fencing
 - Construction of control room at suitable place
 - Electrical wiring ,AC, Fan, light etc within the control room
 - Arrangement of electricity connection and cost during construction phase
-
- Speakers will be laid in ground in line facing towards the audience and arrangement to cover them, grouting etc to be done by client.
 - A store room, hutment and necessary security arrangement during construction period

2. To be provided by the customer

- Electricity connection to control room

| |
|----------------------|
| Technical bid |
|----------------------|

Appendix-A

| SI No | Description of Item | Origin | Make | TECHNICAL SPECIFICATION | BIDDER'S RESPONSE |
|-------|--|--------|--------------|---|-------------------|
| 1 | FLOATING WATER SCREEN | | | 1 No. Width: 27m Height: 09m Pump: 50hp | |
| 2 | VIDEO PROJECTOR | | | 15000 ANSI Lumens (in 4-lamp mode), model delivers first class brightness. The projector has a high contrast optical system that achieves a contrast ratio as large as 1100:1, exhibiting natural and smooth gradation | |
| 3 | Multi colored DPSS LASER System | | U.K/European | 1nos x 5.0w multicolored DPSS Laser of max 5amp , technical detail as attached | |
| 4 | Green LASER | | U.K/European | 1no x 16.0w Green Lasers | |
| 5 | Floating Musical Fountain with Lights , Pumps etc. with paddle boat for maintenance inside the lake | | | UFA™ Floating Musical Fountain with 16 single directional swing jet similar to or better than that at Dubai Mall/ Las Vegas, Bellagio. Total Dimension : 70mts x 25m Total no. of effect: 167nos (minimum) Control System: ShowCAD | |

| | | | | | |
|---|--|--|--|---|----|
| | | | | <p>No. of lights: 342 Nos PAR(300 watt each)</p> <p>Total capacity of Pump : 243 HP total All nozzles may be chrome plated brass/bronze/ stainless Steel.</p> <p>All fountain frame may be of aluminium (conforming to IS;7092 (Part-I & II)). All pipelines may be of steel (Galvanized or Epoxy quoted). Colour effect at lease-5 nos. to be provided. Suitable air compressor to be provided</p> | |
| 6 | Grating Effect & Beam Table for Laser show. | | | <ol style="list-style-type: none"> 1. Polysector grating with ten positional effects. 2. Burst-grating roatative, speed adjustment over DMX (from Pangolin). 3. Polysector Grating and Burst Grating overlaid. 4. Machido grating (static spread of beams). | 5. |
| 7 | CONTROL PANEL | | | <p>a) Incoming Power may be received through Air Circuit Braker as the capacity would be near 500KVA (Make-L&T/Siemens).</p> <p>b) The cubicle panel may be made with powder coated 14 SWG Sheet Steel Enclosure with suitable Cu busbars & interconnection, indicating and metering</p> | |

| | | | | | |
|--|--|--|--|--|--|
| | | | | <p>arrangements. All cable connections may be properly socketed.</p> <p>c) The power cables of appropriate size may be drawn from the substation by the bidders with Polycab /Finolex /NICCO/ Gloster make</p> | |
|--|--|--|--|--|--|

| | | | | | |
|-----------|--|--|--|--|--|
| 8 | SHOW CONTROLLER | | | "ShowCAD" | |
| 9 | CABLES | | | Appropriate(different for sound and fountain) cable may be drawn from Panel to Fountain and sound system | |
| 10 | SOUND SYSTEM | | | 12000w RMS total power amplifier with circuit breaker protection against overload & short circuit. | |
| | | | | 12nos 800w RMS input power 2-way with 1 x 15" & 1 x HF drivers Crossover 5kHz | |
| | | | | 8nos 800w RMS input power 1 x 18" driver | |
| | | | | 1no. 3way mono 24Db filters | |
| | | | | 1no. 6channels with phantom power supply | |
| | | | | Low loss copper cabling, connecting cables & connectors Equipment rack. | |
| | | | | Speaker cover may be made for theft control in the bidder's scope | |
| 11 | Operation for 1st Year | | | We shall undertake operation & maintenance for the | |

| | | | | | |
|-----------|------------------------------|--|--|--|--|
| | | | | entire fountain complex for a period of 1-year from date of commissioning (including spares) Incase the department would like to continue the contract in subsequent years , An annual maintenance & operation agreement will be offered as mutually negotiated. | |
| 12 | PADDLE BOAT | | | All logistics are to be ferried to the island and put in the control room also for maintenance we proposed & have offered a paddle boat for this project | |
| 13 | FLOATING ARRANGEMENTS | | | Flotation may be in the form of Multiple HDPE cubes joined together, all framework, accessories will be mounted on the floats | |

Appendix-B

| |
|----------------------|
| FINANCIAL BID |
|----------------------|

| SI No | Description of Item | Unit Price (INR) | Units | TOTAL (In Rs.) |
|----------|--|------------------|-------|----------------|
| 1 | Floating UFA™ Musical Fountain with imported single directional swing jet , HDPE floats , Pump, Control Panel, sound system, computers ,consoles ,paddle boat cables etc, with paddle boat) | | 1set | |
| 2 | FLOATING WATER SCREEN (9m x 27m) | | 1set | |
| 3 | 5w DPSS Multicolored LASER with Penthouse Grating Effect (European union) | | 1set | |

| | | | | |
|---|---|--|------|--|
| 4 | 3watt Green Laser (European union) | | 1set | |
| 5 | VIDEO PROJECTOR (15000 lumens) | | 1set | |
| 6 | ShowCAD with Showcontro™ | | | |
| 7 | OPERATION FOR 1ST YEAR | | | |
| | TOTAL(excluding tax and duties) | | | |

(Rupees

only)

PRICE INCLUDES

- All costs towards transportation by road
- Supply, erection, installation & commissioning
- Providing technical specifications for the execution of control room & speaker enclosures
- Shipment-worthy packing
- Operation- We shall operate the fountain with spares for one year from commissioning.

PRICE EXCLUDES

- Taxes and duties, if any will be paid extra as applicable at the time of despatch
- 3-phase Electricity supply to be provided at the control room with suitable termination

GENERAL CONDITIONS:-

1. Before quoting his rates, the contractor is expected to have inspected the site of work and fully acquainted himself about the, site conditions with regard to accessibility of site, space available for storing of material and approaches available for transportation of labour and material,

rehandling of material if any., quality of water and working conditions required for satisfactory execution of work. No claim whatsoever shall be entertained by the West Bengal Pollution Control Board on this account subsequently. The contractor shall make approaches to site and maintain the same at his own expenses. No extra payment shall be made by the Board on this account.

2. The work executed under this contract shall be subjected to inspections carried out by authorised representative of the West Bengal Pollution Control Board. Any defects regarding workmanship or quality of material used as pointed out during or after completion of work shall have to be rectified by the contractor at his own cost and in case the contractor fails to do so, it shall be got rectified through any other agency, or by departmentally at the risk and cost of the contractor. Any recoveries pointed out by the West Bengal Pollution Control Board during or after the completion of the work shall be made good from running account bills or any other amount due standing/payable to the contractor against this work or any other work executed by him in West Bengal Pollution Control Board .
3. The unit rates quoted by the contractor shall be inclusive of octroi, taxes, carriage, and all inputs involved for satisfactory execution of work including VAT, No extra payment/claim on this account or any unforeseen contingency shall be payable beyond the rate quoted by the agency. The contractor shall have to make his own arrangement for filtered and unfiltered water both for labour work at site of work at his own cost for which nothing extra shall be payable beyond his tendered rates.
4. Display Notice Board of size 0.90m X 0.75 m is to be installed at site of work at a height of 1.5m above Ground level or as directed by Board and no payment shall be made on this account.
5. Any damage done by the contractor to any existing work shall be made good by him at his own cost, and nothing extra shall be paid on this account.
6. If the scope of work at any stage during the execution is amended under the relevant clauses of the tender documents, the additional work shall have to be carried out as per Board specifications for Civil/Electrical works.

7. The contactor shall take all the safety measures required for satisfactory execution of work and shall also be responsible for any mishappening, theft that may occur during execution of work. The deptt or its employees shall in no way be responsible for any such accident/liabilities.
8. No compensation shall be payable to the contractor for his staff and labour remaining idle during any kind of hindrances in the work or stoppage of work or delay caused during the progress of the work due to any reason whatsoever.
9. The contractor shall provide all the testing, Instruments at his own cost for the purpose of checking at the site of work.
10. Payment shall be made by account payee cheque after submission of bills along with satisfactory completion and demonstration of jobs.
However interim payment may be made once based on actual work done by Contractor.
11. The sample of each item shall be got approved before it is used in the work. If any material found below specifications shall be replaced at the risk and cost of the contractor.
12. Proper earthing of all the metal bodies shall be done by the contractor and no extra amount shall be paid on this account.
13. Electrical panels shall be protected against dust and jets of water as per IP 55 and water proof luminaries shall be as per IP 67 certified. A copy of test certificate must be submitted by the agency. The water proof luminaries shall be conforming to IS 3528:1966 and IS 3553: 1966. All wiring work shall be done with ISI marked fire resistant; PVC insulated copper conductor wire/cable of suitable capacity (kalinga/plaza/grandlay/national/equivalent approved make).
14. The contractor shall make his own arrangement for watch and ward during the execution of work. The defect if any apparent during operation and maintenance period shall be rectified within 24 hours of intimation so that the operation of the fountain may not

suffer. In case of failure of the contractor an amount of Rs. 2500/- (Rs. Two thousand and five hundred) per day shall be recovered from the contractor.

15. To take care of electricity failure, the contractor shall make his own alternate arrangement by installing generator meeting the standard as notified under environment protection act 1986/rules amended up to date of suitable capacity to ensure uninterrupted execution of the work and no claim for failure of the electricity and consequent stoppage/damage of work shall not be entertained.
16. The contractor shall make his own arrangement for carriage and storage of material. No extra payment shall be made to the contractor for these operations
17. Nothing extra shall be payable to the contractor over and above the agreement rates on account of unforeseen causes or other reasons during the course of execution of work.
18. The contractor or his authorized representative shall always be available at the site of work to take instructions from the departmental officers and ensure proper execution of the work. No work shall be done in the absence of authorized representative. The site engineer of the agency shall remain available during the execution of work/ testing of installation and also available when the site is likely to be inspected by the Engineer-in-charge/senior officers.
19. The work shall be executed such as not to create hindrance to the work being executed by the other agencies in the area.
20. Any damage done to the existing building/pool shall be made by the contractor at his own cost either at the site of work or in the vicinity or outside the site of work that may if occur during execution of work or handling of materials or during transportation of any machinery and material
21. The material used for piping/fountain/electricity/wiring will be conforming to ISI specifications. Any item found below the specification shall be rejected and shall be replaced by the

contractor at his own risk and cost. No extra payment shall be paid on this account.

22. The contractor shall make his own arrangement of any technical staff assistance i.e. Electrician/plumber required during the execution of work and operation/maintenance period. The contractor/agency shall have sufficient spares/store and technical staff available at the site to minimize the repairing time.
23. The warranty for the fountain shall be 3000 working hours (excluding the testing hours) or 12 months whichever is earlier. Thus the system will be run on an average of eight hours daily.
24. The warranty will be provided as per the terms of the original manufacturer in respect to other individual items. However in case the warranty is less than one year, the contractor shall have to provide warranty for such items upto to one year.
25. Under item No. 4 of schedule of quantities, in case of failure of electricity supply, an un-interrupted power supply shall be ensured by the contractor/agency, at his own cost, to keep the system in operation by making alternate arrangements.
26. Liquidated damages shall be levied @ 0.5% per week of delay subject to maximum 5% on order value. Thereafter order may be cancelled.

Member Secretary, WBPCB

Annexure-1

Contract Form

THIS AGREEMENT made the -----day of ----- between the West Bengal Pollution Control Board, Building No. 10 A, Block-LA. Sector III. Salt Lake City. Kolkata-700 098. India, (hereinafter referred to as "the Board") of the one part and (*name and address of the Supplier*) (hereinafter referred to as ", the Supplier") of the other part:

WHEREAS the Board is desirous that certain Goods and services should be provided by the supplier, viz _____ (brief description of goods, services and package no.) and has accepted a bid by the supplier for the supply of goods and services in the sum of _____ - (Contract Price in Words and Figures) (hereinafter "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - i) Tender Document
 - ii) Technical Proposal
 - iii) Financial Proposal
 - iv) Notification of Awards/ Letter of Awards
 - v) Minutes of Pre award meeting, if any
 - vi) any other other relevant documents

This Contract sets forth the entire contract and agreement between the parties pertaining to the supply of the Goods described herein and supersedes any and all earlier verbal or written agreements pertaining to the supply of the Goods.

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above

3. In consideration of the payments to be made by the Board to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Board to perform the Works and to remedy defects therein conformity in all respects with the provisions of the Contract.
- 4 The Board hereby covenants to pay the Supplier in consideration of the performance of the Works and the remedying of defects therein the Contract Price or such other sum as

may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

- 5. Any notice under this Contract shall be in the form of letter, telex, cable or facsimile. Notices to either party shall be given at such address or addresses as such party shall specify from time to time by written notice to the other. In the absence of such notice to the contrary, notice to the Board shall be properly addressed to :

Member Secretary
 West Bengal Pollution Control Board.
 "Paribesh Bhavan", Building No. 10 A, Block LA, Sector III,
 Bidhannagar, Kolkata 700 098, India.

Fax No. : 91-33-335 6730 / 335 2813

and notice to the Supplier shall be properly addressed to :

[Supplier's address and electronic transmission address]

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signature of Board's Authorised Representative

Signed, Sealed and Delivered by the said _____

(For the Board) in the presence of _____

Signature of Supplier

Signed, Sealed and Delivered by the said _____

(For the Supplier) in the presence of _____

Form of Bank Guarantee for Performance Security

(To be stamped in accordance with Stamp Act, if any, of the Country of the issuing Bank)

Ref. No. _____

Date : _____

To
 The Member Secretary
 West Bengal Pollution Control Board
 "Paribesh Bhavan" , Building No. 10 A, Block-LA,
 Sector III, Salt Lake City,
 Kolkata-700 098,

Dear Sirs,

SUB : BANK GUARANTEE AGAINST PERFORMANCE

- | | | | |
|-----|----------------------------------|---|---------------------|
| 01. | Guarantee No. | : | |
| 02. | Date of Guarantee | : | |
| 03. | Amount of Guarantee | : | Rs. |
| 04. | Guarantee cover | : | From _____ To _____ |
| 05. | Last date for lodgement of claim | : | |

In consideration of the West Bengal Pollution Control Board (hereinafter referred to as "the Board") whose expression shall, unless repugnant to the context or meaning thereof, include its success 6rs, administrators and assigns having awarded to M/s ----- with its Registered/Head Office at -----(hereinafter referred to as the "Supplier") whose expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns contracted by issuing the Board's Letter of Award No. ----- dated ----- and having been unequivocally accepted by the Supplier resulting in a Contract bearing No. ----- Dated ----- valued at ----- **for supply and installation of brand new -----**, in the offices of the Board as mentioned in bidding document/ILOA and the Supplier having agreed to provide a Performance Security for the faithful performance of the entire Contract equivalent to 5% (five Percent) of the said value of the Contract to the Board. We -----(Name and address), having its Head Office at----- (hereinafter referred to as the "Bank") whose expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns, do hereby secure and undertake to pay the Board, on demand any and all Money payable by the Contract to the extent of -----as aforesaid at any time up to----- (day/month/year) without any demur, reservation, contest, recourse or protest and or without any reference to the Supplier. Any such demand made by the Board on the Bank shall be conclusive and binding notwithstanding any difference between the Board and the Supplier or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this Security during its currency without previous consent of the Board and further agrees that the Security herein contained shall continue to be enforceable till the Board discharges this Security.

The Board shall have the fullest liberty without affecting in any way the liability of the Bank under this Security from time to time to extend the time for performance of the Contract by the supplier. The Board shall have the fullest liberty, without affecting this Security to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Supplier and to exercise the same at any time and any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the Contract between the Board and the Supplier or any other course of remedy or security available to the Board. The Bank shall not be released of its obligations under these presents by any exercise by the Board of its liberty with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of the Board or any other indulgence shown by the Board or by any other matter or thing whatsoever which under law would but for this provision have the effect or relieving the Bank.

The Bank also agrees that the Board at its option shall be entitled to enforce this Security against the Bank as a principal debtor, in the first instance without proceeding against the Supplier and notwithstanding any security or other guarantee that the Board may have in relation to the Supplier's liabilities.

Notwithstanding anything contained herein above our liability under this Security is restricted to ----- and shall remain in force up to and including and shall be extended from time to time for such period, as may be desired by M/s.-----on whose behalf this Security has been given. All rights of the Board under this Security shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under unless the Board brings any suit or, section to enforce a claim under this Security against the Bank not later than forty five (45) days following the day of completion of the Supplier's obligations under the Contract or from the extended date

Notwithstanding anything contained herein

- i) Our liability under this guarantee shall not exceed Rs. (in words).
- ii) the bank guarantee shall be valid upto and
- iii) we are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before -----.

Dated this ----- day of ----- at -----

WITNESS

(Signature)

(Signature)

(Name)

(Name)

(Official address)

(Designation with Bank Stamp)

Attorney as per Power of
Attorney No.-----
Dated -----