

2. Account payee Demand draft / Bankers Cheque (No. ....[insert No.]..... dated ..... [insert date]..... drawn on .....[insert name of the bank on which drawn]..... for ....[insert amount in Rs. and words]....., drawn in favor of "WBPDC" payable at Kolkata **towards Earnest Money (Bid Security) Deposit.**

**Or**

Bank Guarantee in the prescribed proforma from a scheduled commercial bank in India in favour of WBPDC for Rs. ....[Insert value]...../-valid for a period of one hundred and eighty days (180) days from the bid opening date with a further claim period of thirty (30) days.

[Strike out whichever is not applicable].

**Enclosures:**

1. .... (Tender fee : DD / BC in original)
2. .... (Bid security : DD / BC / BG in original)
3. ....

Thanking You,

.....

**(Signature of authorized signatory)**

Name: .....

Designation: .....

Date: .....

Place: .....

### **FORM-3: BID FORM/UNDERTAKING**

(To be executed on non-Judicial stamp paper of requisite value)

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

**Reference : NIT No:**

I, the undersigned, being the authorized signatory of .....( Name of the Bidder), having read and examined in detail the NIT including minimum eligibility criteria in particular, instruction to Bidders, general terms & conditions, special terms & conditions and specification, do hereby submitting our offer to execute the contract as per terms & conditions as said forth in your Tender document.

1. We are submitting Tender for the Work \_\_\_\_\_ against Tender NIT. No. \_\_\_\_\_
2. We confirm having submitted the eligible criteria as required by you in your Tender Document along with this proposal. In case you require any further information or clarification in this regard, we agree to furnish the same in time.
3. We have submitted the requisite amount of "Tender Fee" of **Rs. XXXXX ( Rupees XXXX)** only in form of (DD/BC) on .....( Bank name) DD/BC no: ..... Dtd:..... Payable at Kolkata

4. We have submitted the requisite amount of Earnest Money (Bid Security) of .....( **Bid Security Amount**)..... (Rupees. In Word.....) only in form of ..... (DD/BC/BG). Detailed as follows :

Mode of Financial Instrument (DD/DC/BG)	Details (No., Name of the Bank etc.)

5. We hereby furnish the following:

1.	Company / Partnership/LLP regeneration i)Registration No: ii) Place of registration:	
2.	i) Central Sales Tax Regn. No: ii)VAT Regn. No:	
3.	Excise Regn. No	
4.	Service Tax Regn. No	
5.	PAN No	
6.	PF A/C No	
7.	Channel partner Certificate No of MNRE Government of India under <b>“Grid Connected Ground Mounted and Small Solar Power Plants Programme”</b> .	

6. Our contact details related to this tender are as follows:

Information	Local office ( In West Bengal)	Head office
Name of the Contact Person		
Designation		
Telephone No		
Fax No		
Mobile No		
Email Address		

7. We confirm that our bid in response to the NIT is consistent with all the requirements of submission as stated in the Tender Document and subsequent communications from WBPDC.

8. We confirm none of the Partners of our firm is relative of employee of West Bengal State Electricity Distribution Company Limited (WBPDCCL).
9. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Tender is complete, correct and true.
10. All documents/ credentials submitted along with this Tender are genuine, authentic, true and valid.
11. If any information and document submitted is found to be false/ incorrect any time, department may cancel my Tender and action as deemed fit may be taken against us, including termination of the contract, forfeiture of all dues including Earnest Money and banning / delisting of our firm and all partners of the firm etc.
12. Should this Bid be accepted, I/We\* also agree to abide by and fulfill all the terms and conditions of provisions of the above mentioned Bidding Documents.
13. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate.
14. We declare that the submitted our offer is without any deviations and are strictly in conformity with the documents issued by WBPDCCL.
15. We declare that content of the Tender Document including NIT, ITB, BDS ,GCC, SCC, Technical Specification and subsequent corrigendum, addendum, if any, are acceptable to us and we have not taken any deviation in this regard. This is to expressly certify that our offer contains **no deviation** either in direct or indirect form.
16. We also declare that in case any deviations are noticed which might have crept inadvertently, that such deviations without reservation of any kind are automatically deemed to have been withdrawn by us.
17. If you accept our offer, we agree to complete the entire work in accordance with work completion time given in the Tender document. We fully understand that the work completion time stipulated in is the essence of the contract, if awarded.
18. We offer to execute the work in accordance with the conditions of the NIT document as available in the website.
19. This Bid and your subsequent Letter of Acceptance / Work Order /agreement shall constitute a binding contract between us.
20. We hereby confirm our acceptance of all terms and conditions of the NIT document unconditionally.
21. We also declare that, we have never been blacklisted and / or there were no debarring actions against us as on date due to any reason what-so-ever, by any

Government or Government Agencies. In the event of any such information pertaining to the aforesaid matter found at any point of time either during the course of the contract or at the bidding stage, our bid/contract will be liable for truncation / cancellation / termination without any notice at the sole discretion of WBPDCCL.

Date : (Printed Name).....

Place : (Designation).....

**Signed and Upload**

## **FORM-4: BID SECURITY**

### **FORM FOR BID SECURITY**

#### **BANK GUARANTEE FORMAT FOR EMD/ BID SECURITY**

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

Bank Guarantee No.: \_\_\_\_\_

Date: \_\_\_\_\_

To,

The GM(M&C)

The West Bengal Power Development Corporation Limited

Bidyut Unnayan Bhaban, Block- LA, Plot No. 3/C, Sector-III,

Salt Lake City, Kolkata- 700106, West Bengal, India.

Dear Sir,

In accordance with your NIT No. \_\_\_\_\_ M/s XXX (Name of Participating Contractor) having its Registered Head Office at \_\_\_\_\_ (hereinafter called the Bidder) wish to participate in the said RFP/NIT for \_\_\_\_\_ (Name of Job).

As an irrevocable Bank Guarantee against Bid Security for an amount of \_\_\_\_ is required to be submitted by the Bidder as a condition precedent for participation in the said Tender, which amount is liable to be forfeited on the happening of any contingencies mentioned in the Tender Document, we, the \_\_\_\_\_ Bank at \_\_\_\_\_ having our Head Office / Registered Office at \_\_\_\_\_ (Address of Bank) guarantee and undertake to pay immediately on demand by the West Bengal Power Development Corporation Limited the amount of \_\_\_\_\_ (in words and figures) without any reservation, protest, demur and recourse. Any such demand made by said Procuring Entity shall be conclusive and binding on us irrespective of any dispute of difference raised by the Bidder.

This Guarantee shall be irrevocable and shall remain valid up to Date \_\_\_\_\_ (six months from the Closing date of submission of bid) with a claim period of another 3(three) months. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s XXX (Participating Bidder) on whose behalf this Guarantee is issued.

All rights of the West Bengal Power Development Corporation Limited under this Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there

under unless the WBPDC brings any suit or action to enforce a claim under this Guarantee against the Bank within ninety (90) calendar days from the above mentioned expiry date of validity or, from that of the extended date.

In witness whereof the Bank, through its authorised Officer, has set its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_ Year ..... at \_\_\_\_\_.

WITNESS:

\_\_\_\_\_  
(Signature and Name) (Signature and Name)

\_\_\_\_\_  
(Engineer / Officer address) (Designation with Bank Stamp)

Attorney as per Power of Attorney No. \_\_\_\_\_

Date:

## FORM-5: SUMMARY STATEMENT OF YEARLY TURNOVER AND NET WORTH

NIT No:

Bidder's Name & Address:

This is to certify that the following statement is the summary of the Audited /Tax audited Accounts of our Company/firm (The Bidder) arrived for the three consecutive years or for such period since inception of the Firm, if it was set in less than such three year's period as follows:

Sl. No.	Financial		Remarks
	Year	Turnover rounded up to in lakh (two digit after decimal)	
1.	20.. - 20..		
2.	20... - 20.....		
3.	20... - 20.....		
5.	Net Worth as at last financial Year		

**Note:**

1. Average turnover is to be expressed in rupees in lakh, rounded up to two digits after decimal.
2. The statement must be the individual bidder's turnover and not the consolidation as the result of accounts of group and associates.
3. Average turnover for 3 years is to be obtained by dividing the total turnover by 3.0. If the bidder was set up in less than 3 year's period, consider the turnover for the period from inception to the Year-1. It may be either 1.0 or

2.0. Average turnover is to be obtained by dividing the total turnover by 1.0 or 2.0, as the case may be.

4. In case, the bidder was set up in less than 3 year's period, mention the year of inception in the 'Remarks' column.

**Signed and Upload**

## **FORM-6: CAPABILITY STATUS**

NIT No:

Bidder's Name & Address:

To  
The GM(M&C)  
The West Bengal Power Development Corporation Limited  
Bidyut Unnayan Bhaban, Block- LA, Plot No. 3/C, Sector-III,  
Salt Lake City, Kolkata- 700106, West Bengal, India.

**Subject :** Design & Engineering, Manufacture / Procurement, Supply, Erection, Testing and Commissioning of 5 MW Grid Connected Floating Solar Photovoltaic Power Plant on Raw Water Pond No. 1 in Santaldih Thermal Power Station (STPS), Purulia, West Bengal including warrantee obligation with 05 (Five) years comprehensive Operation and Maintenance.

We provide the following details to conform that we have sufficient capacity to execute the supply of Goods covered in the NIT:

A	Manufacturing Capacity (applicable in case of original manufacturers only)	
B	Orders in Hand	
i	Total value of Orders	
ii	Value of work completed out of above value upto 31.01.2018.	

Details of orders in hand are as follows:

Sl. No	Purchaser / Client	Scope of works	Order Value	Schedule Time of Completion	Value of Outstanding work	Estimated Completion date
--------	--------------------	----------------	-------------	-----------------------------	---------------------------	---------------------------


Note:

- Continuation sheets of like size and format may be used and annexed to this format if required.

Date : (Printed Name).....

Place : (Designation).....

**Signed and Upload**

## FORM-7: SIMILAR TYPE OF ORDERS

STATEMENT OF SIMILAR TYPE OF ORDERS EXECUTED AS ON DATE OF ISSUANCE OF  
THE NIT

**[Applicability up to the extent of meeting Technical QR].**

NIT No:

Bidder's Name & Address:

To

**The Deputy General Manager-IC(M&C)**

**The West Bengal Power development Corporation Limited**

Bidyut Unnauan Bhaban,

Plot No. 3/C LA-Block,

Sector-III, Bidhannagar,

Kolkata-700 106

**Subject :** Design & Engineering, Manufacture / Procurement, Supply, Erection, Testing and Commissioning of 5 MW Grid Connected Floating Solar Photovoltaic Power Plant on Raw Water Pond No. 1 in Santaldih Thermal Power Station (STPS), Purulia, West Bengal including warrantee obligation with 05 (Five) years comprehensive Operation and Maintenance.

Sl No	Name of the Installed Plants/ Project	Financial year	Order No. and date	Name of Purchaser / order issuing authority	Cumulative capacity of the order ( Considering similar type of work ) (scanned copy of certificate to be Submitted in non-statutory cover) (kWp)	Ordered Value/Time (extended time, if any) of Completion	Cumulative capacity installed ( Considering similar type of work ) (kWp)	Completion report of installed systems (scanned copy of certificate to be Submitted in non-statutory cover )	Remarks


- Continuation sheets of like size and format may be used and annexed to this format if required.

**Similar type of work means Solar PV power plant each of minimum capacity as per QR of the tender**

Date : (Printed Name).....

Place : (Designation).....

**Signed and Upload**

## FORM-8: CURRICULUM VITAE OF KEY PERSONNEL

NIT No:

Bidder's Name & Address:

To

**The General Manager(M&C)**

**The West Bengal Power development Corporation Limited**

Bidyut Unnauan Bhaban,

Plot No. 3/C LA-Block,

Sector-III, Bidhannagar,

Kolkata-700 106

**Subject :** Design & Engineering, Manufacture / Procurement, Supply, Erection, Testing and Commissioning of 5 MW Grid Connected Floating Solar Photovoltaic Power Plant on Raw Water Pond No. 1 in Santaldih Thermal Power Station (STPS), Purulia, West Bengal including warrantee obligation with 05 (Five) years comprehensive Operation and Maintenance.

S.No	Proposed Position	Name	Position Held since	Professional Qualification	Experience in relevant Field	Any other Information



--	--	--	--	--	--	--

Date : (Printed Name).....  
Place : (Designation).....

**Signed and Upload**

- Note:
- Continuation sheets of like size and format may be used and annexed to this Form if required.

## FORM-9: FORMAT FOR SUBMISSION OF PRE-BID QUERIES

<b>FORMAT FOR SUBMISSION OF PRE-BID QUERIES</b>			
NIT No.		DTD.	
<b>Subject :</b> Design & Engineering, Manufacture / Procurement, Supply, Erection, Testing and Commissioning of 5 MW Grid Connected Floating Solar Photovoltaic Power Plant on Raw Water Pond No. 1 in Santaldih Thermal Power Station (STPS), Purulia, West Bengal including warrantee obligation with 05 (Five) years comprehensive Operation and Maintenance.			
NAME OF THE BIDDER:	<To be filled in by the bidder>	Work name : <To be filled in by the bidder>	
<b>PART A - TECHNICAL QUERIES</b>			
Sl no	GCC Clause reference (if any)	BIDDER'S QUERY	WBPDCCL's REPLY
1			
2			
3			
<b>PART B: COMMERCIAL/GCC RELATED/CONTRACTUAL QUERIES</b>			
Sl no	GCC Clause reference (if any)	BIDDER'S QUERY	WBPDCCL's REPLY
1			
2			
3			
4			
5			
• Continuation sheets of like size and format may be used as per Bidders requirements and shall be annexed to this Form.			

**Note:**

- i. To be submitted before Pre- bid meeting.
- ii. This sheet must not be the part of the offer submitted by the bidder and not to be upload
- iii. This sheet to be mailed in Excel Format at email address : [s.sengupta@wbpdcl.co.in](mailto:s.sengupta@wbpdcl.co.in)

Date :	(Signature).....
Place :	(Authorized Representative of bidder)..
	(Designation).....
	Name of the bidder: .....

## **FORM-10: PROPOSED MODIFICATIONS**

(To be submitted before Pre-bid meeting)

Ref:

Bidder's Name & Address:

To

**The General Manager (M&C)**

**The West Bengal Power development Corporation Limited**

Bidyut Unnayan Bhaban,

Plot No. 3/C LA-Block,

Sector-III, Bidhannagar,

Kolkata-700 106

**Subject :** Design & Engineering, Manufacture / Procurement, Supply, Erection, Testing and Commissioning of 5 MW Grid Connected Floating Solar Photovoltaic Power Plant on Raw Water Pond No. 1 in Santaldih Thermal Power Station (STPS), Purulia, West Bengal including warranty obligation with 05 (Five) years comprehensive Operation and Maintenance.

**Reference : NIT No:** \_\_\_\_\_

We have carefully gone through the Technical Specifications and the General Conditions of Contract and we have satisfied ourselves and hereby propose certain modifications as mentioned below:

S.No.	Sec./Clause & Page No.	Existing Clause	Modified clause (proposed by Bidder)	Reasons for modification

**Note:**

- i. To be submitted before Pre- bid meeting.
- ii. This sheet must not be the part of the offer submitted by the bidder and not to be upload
- iii. This sheet to be mailed in Excel Format at email address : [s.sengupta@wbpdcl.co.in](mailto:s.sengupta@wbpdcl.co.in)

**Date :** \_\_\_\_\_ **(Signature)**.....

(Authorised Representative of bidder)

**Place :**

(Designation).....

Name of the bidder: .....

**FORM-11: PROFORMA FOR JOINT  
VENTURE/CONSORTIUM AGREEMENT**  
**(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

This Joint Venture/Consortium Agreement made and entered into on \_\_\_\_\_ day of..... (year)

BY AND BETWEEN \_\_\_\_\_ (Name of the Lead Member), a Company/Firm registered under the laws of \_\_\_\_\_ (Name of the Country) with its Head/Registered Office at \_\_\_\_\_ (Address of the Head/Registered Office) and a place of business in \_\_\_\_\_ (Address of place of business) (hereinafter referred to as "The Lead Member") and represented by Mr/Mrs/Ms. \_\_\_\_\_ (Name of Authorized Signatory).

**AND**

\_\_\_\_\_ (Name of the other Member), a Company/Firm registered under the laws of \_\_\_\_\_ (Name of the Country) with its Head/Registered Office at \_\_\_\_\_ (Address of the Head/Registered Office) and a place of business in \_\_\_\_\_ (Address of place of business) (hereinafter referred to as "The Member") and represented by Mr/Mrs/Ms. \_\_\_\_\_ (Name of Authorized Signatory).

WITNESSETH

WHEREAS WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED (hereinafter referred to as "The Procuring Entity") has issued RFP/ Notice Inviting Tender No. \_\_\_\_\_ Dated \_\_\_\_\_ for (.....Name of the Job.....). The Procuring Entity intends to select the suitable Bidder through competitive bidding process for the aforesaid Project/Works / Services.

WHEREAS the Parties are interested in jointly preparing and submitting an Application to Bid for the Project/ Works / Services mentioned above as a Joint Venture/Consortium.

**1.0 PURPOSE OF THIS AGREEMENT**

1.1. The purpose of this Agreement is to define the principles of collaboration among the Parties to:

1.1.1 Submit an Application jointly to Bid for the (.....Name of the Job..... ) as a Joint Venture /Consortium.

1.1.2 Negotiate and sign Contract in case of award.

1.1.3 Provide and perform the supplies / works / services / EPC etc. which would be ordered by the Procuring Entity pursuant to the Contract.

1.2. For the purpose of participating in the Bid, the name of the Joint Venture /Consortium shall be “\_\_\_\_\_”.

## **2.0 LEGAL RELATIONSHIP OF THE MEMBERS**

2.1. This Agreement shall not be construed as establishing or giving effect to any legal entity such as, but not limited to, a company, a partnership, etc. It shall relate solely towards the Procuring Entity for (.....Name Of the Job..... ) and related execution works to be performed pursuant to the Contract and shall not extend to any other activities.

2.2. The Parties shall be jointly and severally responsible and bound towards the Procuring Entity for the performance of the Job in accordance with the terms & conditions of the Tender Document and Contract.

## **3.0 LEAD MEMBER**

\_\_\_\_\_ (Name of Member) shall act as Lead Member of the Joint Venture /Consortium. As such, it shall act as the coordinator of the Members’ combined activities and shall carry out the following functions:

3.1.To ensure the technical, commercial and administrative co-ordination of the Project/Works / Services.

3.2.To lead the contract negotiations of the Project/ Works / Services with the Procuring Entity.

3.3.The Lead Member is authorized to submit bills, receive payments and instructions and incur liabilities for and on behalf of Joint Venture /Consortium Members.

3.4.In case of an award, act as a channel of communication between the Procuring Entity and the Joint Venture /Consortium to execute the Contract.

## **4.0 SCOPE OF WORK AND SERVICES OF EACH MEMBER**

4.1 Scope of Work and Services: The Scope of Work and Services for each Member shall be defined as follows:

4.1.1. \_\_\_\_\_ (Name of Member) shall be responsible for the following (Define the Scope of Work):

a)

b)

4.1.2. \_\_\_\_\_ (Name of Member) shall be responsible for the following (Define the Scope of Work):

a)

b)

4.1.3. \_\_\_\_\_ (Name of Member) shall be responsible for the following (Define the Scope of Work):

a)

b)

4.2 Participation Share of each Member:

Lead Member\_\_\_\_\_ %

Other Member\_\_\_\_\_ %

Other Member\_\_\_\_\_ %

4.3 Financial Commitment of each Member in terms of Contract Value:

Lead Member\_\_\_\_\_ %

Other Member\_\_\_\_\_ %

Other Member\_\_\_\_\_ %

## **5.0 SECURITIES**

Securities, in the form of Bank Guarantees or any other mode as required under the Tender Document and/or Contract shall be provided in the following manner.

Lead Member\_\_\_\_\_ Rs.

Other Member\_\_\_\_\_ Rs.

Other Member\_\_\_\_\_ Rs.

## **6.0 LIABILITY**

Liability of the Parties with respect to Claims of the Procuring Entity: All the joint venture/consortium members are jointly and severally liable to the Procuring Entity for the Performance in terms of Scope of Work under the Contract in its entirety.

## **7.0 DURATION OF THE AGREEMENT**

The present Agreement is valid until successful completion of the Contract including defect liability period, if any, and full and final settlement of all accounts and disputes, if any, between the Parties and the Procuring Entity, except if the Procuring Entity has decided not to award the Contract to the Parties, in such case the Parties are free from any obligation under this Agreement.

IN WITNESS WHEREOF, this agreement executed on the \_\_\_\_ day of \_\_\_\_  
(month)..... (Year) by the duly Authorized Representatives of the Parties hereto.

For and on behalf of M/s. \_\_\_\_\_

(Lead Member)

Name:

Company Seal:

For and on behalf of M/s. \_\_\_\_\_

(Other Member)

Name:

Company Seal:

For and on behalf of M/s. \_\_\_\_\_

(Other Member)

Name:

Company Seal:

Notary Seal:

## FORM-12: POWER OF ATTORNEY

Format for Power of Attorney to be provided by each of the other members of the Consortium in favour of the Lead Member

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution)

Whereas the West Bengal Power Development Corporation Ltd. (WBPDC) (the "Procuring Entity") has invited Bids from bidders for " EPC Contract for Design & Engineering, Manufacture / Procurement, Supply, Installation, Testing and Commissioning of 5 MW Grid Connected Floating Solar Photovoltaic Power Plant on Raw Water Pond No. 1 in Santaldih Thermal Power Station (STPS), Purulia, West Bengal, India in turnkey basis including warrantee obligation with 05 (Five) years comprehensive Operation and Maintenance"

Whereas, M/s....., and M/s..... (collectively the "**Joint Venture/ Consortium**") being Members of the Joint Venture/ Consortium are interested in bidding for the Project in accordance with the terms and conditions of the tender document and other Bid documents including agreement in respect of the Project/works/services,

AND

Whereas, it is necessary for the Members of the Joint Venture/ Consortium to designate one of them as the Lead Member with all necessary power to do for and on behalf of the Joint Venture/ Consortium, all acts, deeds and things as may be necessary in connection with the Joint Venture's/ Consortium's Bid for the Project/Works/Services and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, M/s..... having our registered office at ....., and M/s..... having our registered office at ....., (hereinafter collectively referred to as the "**Principals**") do hereby irrevocably designate, nominate, appoint and authorize M/s ..... having its registered office at ....., being one of the Members of the Joint Venture/ Consortium, as the Lead Member and true and lawful attorney of the Joint Venture/ Consortium (hereinafter referred to as the "**Attorney**"). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Joint Venture/ Consortium and any one of us during the Bidding process and, in this regard, to do on our behalf and on behalf of the Joint Venture/ Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the Bid, including but



not limited to signing and submission of all applications, Bids and other documents and writings, participate in meetings, respond to queries, submit information/ documents, sign and generally to represent the Joint Venture/ Consortium in all its dealings with the Procuring Entity, in all matters in connection with or relating to or arising out of the Joint Venture's/ Consortium's Application.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us(Joint Venture/ Consortium).

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 20...

For .....

(Signature)

.....

(Name & Title)

For .....

(Signature)

.....

(Name & Title)

For .....

(Signature)

.....

(Name & Title)

(Executants)

(To be executed by all the Members of the Joint Venture/ Consortium)

Witnesses:

1.

2.

**Notes:**

*1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

*2. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

**FORM-13: DECLARATION FOR NET MINIMUM  
GUARANTEED GENERATION**

DECLARATION SHEET – FOR NET MINIMUM GUARANTEED GENERATION  
(To be submitted on official letter head by the bidder)

We ..... declare  
that the (project description) offered by us within the scope of this tender, will generate  
minimum 1.52MU/MW/year measured in the Net Meter installed at the outgoing feeder.  
The Net Minimum Guaranteed Generation shall be calculated after deducting the  
Auxiliary Consumption for the plant.

The Net Minimum Guaranteed Generation shall be reduced @ 1% per year.

In case we fail to produce the Net Minimum Guaranteed Generation as stated above, the  
provisions of penalty according to Clause No. 4.3.5 of the Special Conditions of Contract  
of this tender shall be applicable.

I hereby certify that I am duly authorized representative of the Bidder whose name  
appears above my signature.

Bidder's Name: .....

Authorised Representative's Signature.....

## **SECTION – VII**

## **ANNEXURES**

<b>Sl No</b>	<b>Annexure Name</b>	<b>Annexure No</b>
01.	Proforma Of Contract Agreement	Annexure-1
02.	Proforma Of Bank Guarantee For Contract Performance	Annexure-2
03.	Proforma Of Bank Guarantee For Mobilisation Advance	Annexure-3
04.	Proforma For Extension Of Bank Guarantee	Annexure-4
05.	Proforma Of Indemnity Bond	Annexure -5
06	Completion Certificate	Annexure-6
07	Application for Payments	Annexure-7
08	Taking-Over Certificate	Annexure-8
09	No-Claim Certificate	Annexure-9
10	Indemnity bond to be executed by the contractor for the equipment handed over by the Purchaser for performance of its contract (Entire Equipment Consignment in one lot)	Annexure-10A
11	Application for Material Gate Pass	Annexure-10B
12	Authorization letter	Annexure-11
13	Material Receipt Certificate	Annexure-12
14		Annexure-X1
15	Bidder Information Sheet	Annexure-I

## ANNEXURE-1: CONTRACT AGREEMENT

### PROFORMA OF CONTRACT AGREEMENT

(To be executed on Non-Judicial Stamp Paper of Rs. 100/-)

THIS AGREEMENT made at this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between **The West Bengal Power Development Corporation Limited of Plot No. 3/C LA-Block, Sector-III, Bidhannagar, Kolkata-700 106** (hereinafter called “the Procuring Entity”), of the one part, and \_\_\_\_\_ of \_\_\_\_\_ (hereinafter “the Contractor”), of the other part:

WHEREAS the Procuring Entity invited bids “<Tender Description> in WBPDC” and has accepted the Bid offered by the Bidder/Contractor for the same in the sum of \_\_\_\_\_ (hereinafter “the Contract Price”). After due consideration, the procuring entity has decided to entrust to the contractor with the job/ work/ supply of **“Design & Engineering, Manufacture / Procurement, Supply, Erection, Testing and Commissioning of 5 MW Grid Connected Floating Solar Photovoltaic Power Plant on Raw Water Pond No. 1 in Santaldih Thermal Power Station (STPS), Purulia, West Bengal including warrantee obligation with 05 (Five) years comprehensive Operation and Maintenance”**

FOR THE CONSIDERATION payable under this agreement, the contractor hereby agrees to complete the execution of job/ work/ supply in a satisfactory manner following scope of Work within the specified period.

#### **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 Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - a) the Procuring Entity’s Notification (LoA) to the Contractor of Award of Contract;
  - b) the Bid Forms(including Price Bid) submitted by the Contractor;
  - c) the Special Conditions of Contract;
  - d) the General Conditions of Contract;
  - e) \_\_\_\_\_
  - f) \_\_\_\_\_

This Contract shall prevail over all other Contract documents which are not covered under Clause 2 above. In the event of any discrepancy or inconsistency within the

Contract documents referred under Clause 2, then the contract shall be governed by the documents in the order listed above.

3. In consideration of the payments to be made by the Procuring Entity to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Procuring Entity to provide the goods and services / to execute works and to remedy defects therein in conformity with the provisions of the Contract in all respects.
4. The Procuring Entity hereby covenants to pay the Contractor in consideration of the provision of the goods and services / execution of 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.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have executed these presents (execution whereof has been approved by the competent authorities of both the parties) on the day, month and year first above mentioned at Kolkata.

Signed by for and on behalf of the Procuring Entity

.....  
[Signature]

.....  
[Title]

In the presence of

..... (Signature, Name and Title)

Signed by for and on behalf of the Contractor/ Lead Member

.....  
[Signature]

.....  
[Title]

In the presence of

..... (Signature, Name and Title)

## ANNEXURE-2: BG (CONTRACT PERFORMANCE)

### PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE

(To be executed in non-judicial stamp paper of Rs. 100/-)

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

Bank Guarantee No.: \_\_\_\_\_

Date: \_\_\_\_\_

**To,**

**The West Bengal Power Development Corporation Limited  
Plot No. 3/C LA-Block, Sector-III, Bidhannagar, Kolkata-700 106**

Dear Sir,

In consideration of the West Bengal Power Development Corporation Limited (Hereinafter referred to as the 'Procuring Entity' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s..... [*Contractor's Name*]..... With its Registered/Head Office at..... (Hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of *Procuring Entity's* Letter of Acceptance No. .... dated ..... and the same having been acknowledged by the Contractor, for ..... [Contract sum in figures and words] for ..... [*Name of the work*] and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to ..... (\*)..... of the said value of the aforesaid work under the Contract to the Procuring Entity.

We..... [*Name & Address of the Bank*]..... having its Head Office at..... (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the *Procuring Entity* on demand any and all monies payable by the Contractor to the extent of ..... (\*) ..... as aforesaid at any time upto..... (@) ..... [*days/month/year*] without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the *Procuring Entity* on the Bank shall be conclusive and binding notwithstanding any difference between the *Procuring Entity* and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes

not to revoke this guarantee during its currency without previous consent of the *Procuring Entity* and further agrees that the guarantees herein contained shall continue to be enforceable till the *Procuring Entity* discharges this guarantee or till .....[days/month/year] whichever is earlier.

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

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

Our liability under this Bank Guarantee shall not exceed .....

This Bank Guarantee shall be valid up to and including .....

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if Procuring Entity serve upon Bank a written claim or demand on or before .....@..... Dated this..... Day of .....(Month)..... (Year)..... at.....

WITNESS

.....

(Signature)

.....

(Name)

.....

(Signature)

.....

(Name)



.....  
(Engineer / Officer Address) (Designation with Bank Stamp)  
.....  
Attorney as per Power of Attorney No.....

Dated.....

Notes:

1. (\*) This sum shall be 3% (three percent) of the Contract Price.
2. (@) This date will be Ninety (90) calendar days beyond the defects liability period as specified in the Contract.
3. The stamp papers of appropriate value shall be purchased in the name of guarantee issuing Bank.

### **ANNEXURE-3: BG (MOBILISATION ADVANCE)**

#### **PROFORMA OF BANK GUARANTEE FOR MOBILISATION ADVANCE**

(To be executed in non-judicial stamp paper of Rs. 100/-)

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

Bank Guarantee No.: \_\_\_\_\_

Date: \_\_\_\_\_

**To,**

**The West Bengal Power Development Corporation Limited**  
**Plot No. 3/C LA-Block, Sector-III, Bidhannagar, Kolkata-700 106**

We have been informed that \_\_\_\_\_ (hereinafter called “the Contractor”) has entered into Contract No.: \_\_\_\_\_ dated \_\_\_\_\_ with you, for the execution of \_\_\_\_\_ (hereinafter called “the Contract”).

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of Rs. \_\_\_\_\_/- ( \_\_\_\_\_ ) is to be made against an advance payment guarantee.

At the request of the Contractor, we \_\_\_\_\_ hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of Rs. \_\_\_\_\_/- ( \_\_\_\_\_ ) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than toward the execution of the Works.

It is a condition for any claim and payment under this guarantee to be made that the advance payment preferred to above must have been received by the Contractor on his account number \_\_\_\_\_ at \_\_\_\_\_.

The maximum amount of this guarantee is valid shall be progressively reduced in proportion to the value of each part-shipment or part-delivery of plant and equipment to the site, as indicated in copies of the relevant shipping and delivery documents that shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of documentation indicating full repayment by the Contractor of the amount of the advance payment, or on the \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.: 458.

\_\_\_\_\_  
[Signature(s) name of bank or financial institution]

## **ANNEXURE-4: FOR EXTENSION BG**

### **PROFORMA FOR EXTENSION OF BANK GUARANTEE**

**Ref.**.....

Date.....

To

.....

.....

..... West Bengal

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

Dear  
Sirs,

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

Please treat this as an integral part of the original bank guarantee to which it would be attached. Yours Faithfully,

For .....

Manager/Agent/Accountant..... Power of Attorney

No..... Dated.....

**SEAL OF BANK**

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

## **ANNEXURE-5: INDEMNITY BOND**

### **PROFORMA OF INDEMNITY BOND**

(To be executed on Non-Judicial Stamp Paper of Rs. 100/-)

BY THE PRESENT INDEMNITY BOARD EXECUTED by me/us on this.....Day of.....20.....,I/We having Registered Office / residing at.....(herein after called "OBLIGOR/OBLIGORS" which expression shall mean and includes my/our successors legal representatives, assigns) do hereby binds myself/ourselves and also our company/firm..... after having the power to bind so with the promise and undertaking in favour of 'The West Bengal Power development Corporation Limited' Bidyut Unnauan Bhaban, Plot No. 3/C LA-Block, Sector-III, Bidhannagar, Kolkata-700 106 (hereinafter called as OBLIGEE, which expression shall mean and include it's legal representative, administrators assigns.

Whereas OBLIGOR/OBLIGORS has/have been awarded to execute the job/works under letter no.....dated.....issued by the OBLIGEE after having observing necessary formalities, the details of which is described in the schedule given here under as per letter mentioned herein-above and whereas the said job/works will be/likely to be done in places covered under Employees' State Insurance Act (ESI) and/or the Employee Compensation Act, 1923 (W.C. Act) and/or other laws relating to the Labour Management and Welfare.

And whereas according to the condition of the contract the OBLIGOR/OBLIGORS is/are under obligation to execute this Indemnity Bond before the commencement of actual execution and OBLIGOR/OBLIGORS is/are aware that unless this Indemnity Bond is executed in accordance with the condition of contract before the actual execution in accordance with law the OBLIGEE shall have the power to deem that actual work has been stated within the meaning of the contract before the execution

of this Indemnity Bond.

Now this indenture witnesses that I/we the OBLIGOR/OBLIGORS do hereby undertake:

1. THAT the OBLIGEE shall not be held responsible for any type of accident which may take place during the course of work undertaken by the OBLIGOR/OBLIGORS.
2. THAT the OBLIGOR/OBLIGORS will take/adopt all safety norms in respect of each and every workmen labour personnel according to the rules or to the satisfaction of the OBLIGEE IN ALL CASES.
3. That the OBLIGOR/OBLIGORS undertakes/undertake to engage only those labour worker or any other personnel whether skilled or unskilled or any other person whether in technical management or non-managerial or any other capacity in the area covered under Employee' State Insurance Act, 1948 who has/have insurance coverage within the meaning of Employees' State Insurance Act and further undertakes NOT to engage any person in the area covered under Employees State Insurance Act., who does/do not has/have insurance coverage within the meaning of Employees' State Insurance Act,1948.
4. That the OBLIGOR/OBLIGORS further undertakes/undertake to engage only those labour, worker, or any other personnel, whether skilled or unskilled, whether in technical, managerial or non-managerial or any other capacity in the area NOT covered under Employees' State Insurance Act 1948, who has life insurance for the sum assured equivalent to the amount of Compensation under the Employees Compensation Act in case of accidental death or inquiry and such insurance has been effected by the OBLIGOR/OBLIGORS.
5. THAT the OBLIGOR/OBLIGORS undertakes/undertake to indemnify and keep harmless the OBLIGEE from all claims, action, proceedings and of risk, damage, danger to any person whether belonging to/or not belonging to OBLIGOR/OBLIGORS.
6. THAT the OBLIGOR/OBLIGORS shall keep harmless the OBLIGEE from all claims, compensation, damages, any proceedings in respect of any of its employee/workmen under the Employee Compensation Act or any other laws for the time being in force.
7. THAT, if during the course of execution of work as stated in the letter mentioned hereinabove issued by the OBLIGEE, it is found that the OBLIGOR/OBLIGORS has/have not complied with guidelines/formalities within the meaning of Employees' State Insurance Act or Employee Compensation Act or any other laws relating to the Labour Welfare for the time being in force, and also has not observed the safety norms in accordance with the law to the satisfaction of the OBLIGEE, the OBLIGEE shall have the right to stop the execution of work/job and the period of

such stoppage shall continue till adequate safety and other compliance mentioned hereinabove under the labour welfare legislation have been observed and such period of stoppage shall not be taken into account for the calculation of the total period of completion of work for which the OBLIGOR/OBLIGORS is responsible to complete the work/job and it will be deemed that discontinuance was due to default of OBLIGOR / OBLIGORS.

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

SIGNED AND DELIVERED

BY THE OBLIGOR/OBLIGORS .....

Signature .....

WITNESS:

1) Name & Designation .....

Signature .....

1) Name & Designation .....

Signature .....

## **ANNEXURE-6: COMPLETION CERTIFICATE**

Completion Certificate

*(On the letter head of the Purchaser as per provisions of GCC 3.32)*

Date: .....

Contract No.: .....

[Name of Contract]

To: [Name and address of Contractor]

Dear Sirs,

Pursuant to Clause GCC 3.32 of the General Conditions of the Contract entered into between yourselves and the WBPDC dated [date], relating to the [brief description of the Works], we hereby notify you that the following part(s) of the Works was (were) complete on the date specified below, and that, in accordance with the terms of the Contract, the Purchaser hereby takes over the said part(s) of the Works, together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below.

1. Description of the Works or part thereof: [description]

Billing Schedule Sl. No.	Description of item	Total	Quantity/Percentage (%)		
			Cumulative achieved up to last bill	Claimed in this bill	Cumulative achieved up to date

2. Date of Completion: [date]

3. Defects to be rectified, if any:

However, you are required to complete the outstanding items listed in the enclosure hereto as soon as practicable.

This letter does not relieve you of your obligation to complete the execution of the Works including Guarantee Test(s) in accordance with the Contract nor of your obligations during the Defects Liability Period.

Very truly yours,

.....

Title  
(Project Manager)

Encl: List of outstanding items to be completed

## ANNEXURE-7: APPLICATION FOR PAYMENT

### Application for Payments

Site	:		Lot No	:	
Name of the Package	:		Date	:	
Name of Contractor	:		Contract No.	:	
Contract Value	:		Application Serial Number	:	

To

..... \*

Dear Sir,

1. Pursuant to the above referred contract dated ..... the undersigned hereby submit claim for payment of the sum of ..... (Specify amount for which claim is made)

2. The above amount is on account of : (Check whichever is applicable)

Advance payment (Schedule\*\*)  
Interim payment as advance (Schedule\*\*)  
Progressive payment against receipt of equipment at site (Schedule\*\*)  
Progressive payment against erection (Schedule\*\*)  
Transportation  
Insurance  
Price adjustment  
Extra work not specified in contract  
(Ref. Contract change order No.....)  
Others (specify)  
Final payment (Schedule\*\*)

as detailed in the attached Schedule(s) which form an integral part of this application

3. The payment claimed is as per item(s) No(s) ..... of payment schedule annexed to the above mentioned Contract.
4. This application consist of this page, a summary of claim statement (\*\*) and the following signed schedules:
  - 1) .....
  - 2) .....
  - 3) .....The following documents are also enclosed:
  - 1) .....
  - 2) .....
  - 3) .....

Signature and Seal of Contractor / Authorised Signatory

- \* Application for payment will be made to "Project Manager" designated for this purpose at the time of Award of Contract.
- \*\* Proforma for the summary of claim will be finalized during the finalization of the Contract Agreement.

## **ANNEXURE-8: TAKING OVER CERTIFICATE**

### Taking-Over Certificate

(On the letter head of the Purchaser as per provisions of GCC 3.33)

Date: .....

Loan/Credit No: .....

Tender Notice No: .....

[Name of Contract]

To: [Name and address of Contractor]

Dear Sirs,

Pursuant to clause GCC 3.33 of the General Conditions of the Contract entered into between yourselves and the Purchaser dated [date], relating to the [brief description of the Works], we hereby notify you that the Functional Guarantees of the following part(s) of the Works were satisfactorily attained on the date specified below.

1. Description of the Works: [description]

2. Date of Take-Over: [date]

This letter does not relieve you of your obligation to complete the execution of the Works in accordance with the Contract nor of your obligations during the Defects Liability Period.

Very truly yours,

.....

Title

(Project Manager)

## **ANNEXURE-9: NO-CLAIM CERTIFICATE**

No-Claim Certificate  
*(To be issued by the Contractor)*

Name of the Package: .....

LoA No. /Contract No.....

Name of the Contract: .....

Date.....

This is to certify that we have received all payments due to us in respect of the above referred LoA/Contract and we have no claims whatsoever pending with WBPDC for this Contract.

We further confirm that we shall have no claim against this Contract in future also.

Date :

(Signature).....

Place :

(Name).....

(Designation).....



## ANNEXURE-10A: INDEMNITY FOR EQUIPMENT

Indemnity bond to be executed by the contractor for the equipment handed over by the Purchaser for performance of its contract (Entire Equipment Consignment in one lot)

*(To be executed on non-judicial stamp paper of appropriate value as per provisions of clause GCC 33.5)*

### INDEMNITY BOND

THIS INDEMNITY BOND is made this .....day of ..... 20 ..... by .....(Contractor's Name) a Company registered under the Companies Act, 1956/Partnership firm/Proprietary concern having its registered office at ..... (hereinafter called as '**Contractor**' or "Obligor" which expression shall include its successors and permitted assigns) in favour of **The West Bengal Power Development Corporation Limited** having its registered office at **Bidyut Unnayan Bhaban, Plot No.3C, LA-Block, Sector-III, Bidhannagar, Kolkata-700106** and its project at ..... (hereinafter called "**WBPDC**" which expression shall include its successors and assigns) :

WHEREAS WBPDC has awarded to the Contractor a Contract for .....vide its Letter of Award/Contract No.....dated ..... and its Amendment No. .... and Amendment No....., (applicable when amendments have been issued) (hereinafter called the "Contract") in terms of which WBPDC is required to hand over various Equipment to the Contractor for execution of the Contract.

And WHEREAS by virtue of Clause No..... of the said Contract, the Contractor is required to execute an Indemnity Bond in favour of WBPDC for the Equipment handed over to it by WBPDC for the purpose of performance of the Contract/Erection portion of the contract (hereinafter called the "Equipment")

AND THEREFORE, This Indemnity Bond witnesseth as follows:

1. That in consideration of various Equipment as mentioned in the Contract, valued at (Currency and amount in Figures)..... (Currency and amount in words) ..... handed over to the Contractor for the purpose of performance of the Contract, the Contractor hereby undertakes to indemnify and shall keep WBPDC indemnified, for the full value of the Equipment. The Contractor hereby acknowledges actual receipt of the Equipment etc. as per dispatch title documents handed over to the

Contractor as detailed in the Schedule appended hereto. The Contractor shall hold such Equipment etc. in trust as a "Trustee" for and on behalf of WBPDC.

2. That the Contractor is obliged and shall remain absolutely responsible for the safe transit/protection and custody of the Equipment at WBPDC project site against all risks whatsoever till the Equipment are duly used/erected in accordance with the terms of the Contract and the Works duly erected and commissioned in accordance with the terms of the Contract is taken over by WBPDC. The Contractor undertakes to keep WBPDC harmless against any loss or damage that may be caused to the Equipment.
3. The Contractor undertakes that the Equipment shall be used exclusively for the performance/execution of the Contract strictly in accordance with its terms and conditions and no part of the equipment shall be utilised for any other work of purpose whatsoever. It is clearly understood by the Contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall inter-alia constitute a criminal breach of trust on the part of the Contractor for all intents and purpose including legal/penal consequences.
4. That WBPDC is and shall remain the exclusive Purchaser of the Equipment free from all encumbrances, charges or liens of any kind, whatsoever. The Equipment shall at all times be open to inspection and checking by the Project Manager or other employees/agents authorised by him in this regard. Further, WBPDC shall always be free at all times to take possession of the Equipment in whatever form the Equipment may be, if in its opinion, the equipment are likely to be endangered, misutilised or converted to uses other than those specified in the Contract, by any acts of omission or commission on the part of the Contractor or any other person or on account of any reason whatsoever and the Contractor binds himself and undertakes to comply with the directions of demand of WBPDC to return the Equipment without any demur or reservation.
5. That this Indemnity Bond is irrevocable. If at any time any loss or damage occurs to the Equipment or the same or any part thereof is misutilised in any manner whatsoever, then the Contractor hereby agrees that the decision of the Project Manager of WBPDC as to assessment of loss or damage to the Equipment shall be final and binding on the Contractor. The Contractor binds itself and undertakes to replace the lost and/or damaged Equipment at its own cost and/or shall pay the amount of loss to WBPDC without any demur, reservation or protest. This is without prejudice to any other right or remedy

that may be available to WBPDC against the Contractor under the Contract and under this Indemnity Bond.

6. NOW THE CONDITION of this Bond is that if the Contractor shall duly and punctually comply with the terms and conditions of this Bond to the satisfaction of WBPDC, THEN, the above Bond shall be void, but otherwise, it shall remain in full force and virtue.

IN WITNESS WHEREOF, the Contractor has hereunto set its hand through its authorised representative under the common seal of the Company, the day, month and year first above mentioned.

Schedule					
Particulars of Equipment handed over	Quantity	Particulars of Dispatch title Documents		Value of the Equipment	Signature of the Attorney in token of receipt
		RR/GR/ Bill of lading No & Date	Carrier		

For and on behalf of  
.....  
(Contractor's Name)

- |   |    |                |  |
|---|----|----------------|--|
| 1 | 1. | Signature..... | Signature.....                                     |
|   | 2. | Name.....      | Name.....  |
|   | 3. | Address.....   | Designation of .....<br>Authorized representative* |
| 2 | 1. | Signature..... |  |
|   | 2. | Name.....      | (Common Seal)                                      |
|   | 3. | Address.....   | (In case of company)                               |

\*Indemnity Bond are to be executed by the authorised person and (i) in case of contracting Company under common seal of the Company or (ii) having the Power of Attorney issued under common seal of the company with authority to execute Indemnity Bond, (iii) In case of (ii), the original Power of Attorney if it is specifically for this Contract or a photostat copy of the Power of Attorney if it is General Power of Attorney and such documents should be attached to Indemnity Bond.

## ANNEXURE-10B: APPLICATION FOR MATERIAL GATE PASS

(On Company letter head of Contractor)

### Application for Material Gate Pass

To,

(Project In-Charge)  
WBPDC, STPS Site

#### **Ref. No.**

- i. LOA no. \_\_\_\_\_ Dated: \_\_\_\_\_  
ii. MDCC No. \_\_\_\_\_ Dated: \_\_\_\_\_

#### **iii. Invoice Details**

No. \_\_\_\_\_ Dated: \_\_\_\_\_

Quantity \_\_\_\_\_ Cost: \_\_\_\_\_  
Dated: \_\_\_\_\_

**Subject:** *Name of the work*

Dear Sir,

1. Pursuant to the above referred LOA/contract, the undersigned hereby submit request for gate pass for the above referred invoice materials.
2. As per the clause no. 3.39 of the GCC of the contract document, name of the contractor is fully responsible for care of the materials after the entry of the materials in side WBPDC premises until handover of the plant.
3. Name of the contractor is fully responsible for storage and safety security of the materials.
4. If at any time any loss or damage occurs to the Equipment or the same or any part thereof is misutilised in any manner whatsoever, then name of the contractor hereby agrees that WBPDC will not be responsible in any way

Very truly yours,

(Project Manager)

## ANNEXURE-11: AUTHORISATION LETTER

Authorization letter  
(On the letter head of Purchaser)

Ref No: .....  
Date: .....

To,

M/s ..... (Contractor's Name).....

Ref: Contract No .....Dated .....  
for ..... awarded by WBPDC

Dear Sirs,

Kindly refer to Contract No..... Dated ..... for..... (Contract Name).You are hereby authorised on behalf of WBPDC having its registered office at ..... to take physical delivery of materials/equipment covered under dispatch Document/ Consignment Note no.....[mention LR/RR No].....dated ..... and as detailed in the enclosed Schedule for the sole purpose of successful performance of the aforesaid contract and for no other purposes, whatsoever.

(Signature of Project Manager)

Designation: .....

Date: .....

ENCL: As above

## ANNEXURE-12: MATERIAL RECEIPT CERTIFICATE

### Material Receipt Certificate

Name of the Work: .....

LoA No. /Contract No.....

Name of the Contractor: .....

Material Receipt Certificate No. ....

Date: .....

BS Sl. No .	MD CC Ref. No.	LR No. & Dt	Gate Entry No. & Receipt dt	U O M	Qty as per Invo ice	Material Descript ion	Quantity					Rem arks		
							UO M	As pe r BS	Claim up to previo us MRC		Clai m in this MR C		Cu ml. Rec eive d	Bala nce
									M RC No	Q ty				

Note: Above Materials received and verified and handed over the above to name of the contractor for their safe custody, erection and commissioning.

Contractor

WBPDC



.					
.					

This Book shall be kept at the Custody of the Contractor. Record of outages and the period of outages shall be registered immediately after the outage.

---

Contractor

WBPDC



**ANNEXURE : X1**

A. I,----- on behalf of -----(name of the company / partnership firm)----- do hereby declare that I have gone through all the provisions of NIT No. -----dated ----- (including subsequent Addenda/ Corrigenda and other documents) and clearly understood the implications of all those provisions and submitting my / our bid adhering all the provisions of said NIT (including subsequent Addenda/ Corrigenda and other documents).

B. I,\_\_\_\_\_ on behalf of M/s. \_\_\_\_\_  
(name and address of the bidder) hereby declare that M/s. \_\_\_\_\_  
(name of the bidder) is not blacklisted/ debarred by any Government department/  
Public Sector Undertakings/ Other Government Agencies for which we have executed/  
undertaken the works/ services during the last \_\_\_\_\_ year(s).

C. I, \_\_\_\_\_ on behalf of M/s. \_\_\_\_\_ (name  
and address of the bidder) do hereby declare that no additions/ deletions/ corrections  
have been made in the downloaded/ supplied tender document and the tender  
document submitted by M/s. \_\_\_\_\_ (name of the bidder) is identical to  
the one appearing in the procuring entity's portal/supplied by the procuring entity.

I, hereby, further declare that all the above information declared hereinabove, are true to the best of my knowledge and in the event any of the above information at a later stage, is found to be false, by the Procuring Entity, the Procuring Entity shall be at liberty to take any action as deemed fit at my/ our sole risk and cost.

Signature of Bidder / Authorised representative

Seal of the Company

**ANNEXURE-I : BIDDER INFORMATION SHEET**

(To be filled, signed and attached)

1.0	Proposal No. and Date			
2.0	Validity of offer from date of opening of bid			
3.0	Name and Communication Details			
3.1	Full legal name of Prime Bidder			
3.2	<b>Registered Office details</b>			
a)	Address			
b)	Contact Telephone Nos.			
c)	Email ID			
d)	Fax. Nos.			
e)	Person to be contacted			
3.3	<b>Kolkata office details</b>			
a)	Address			
b)	Contact Telephone Nos.			
c)	Email ID			
d)	Fax. Nos			
e)	Person to be contacted			
4.0	Nature/status of candidate firm (whether sole Proprietary/ Partnership)/Private Limited/ Public Limited/Public sector)			
4.1	<b>Type of organization and its legal entity</b>			
a)	In case of individual: Give his full name, address, place and nature of business.			
b)	In case of partnership firm: Give the names of all the partners and their addresses.			
c)	In case of companies: Give date and place of registration including date of commencement certificate in case of public companies.			
5.0	<b>Names of Responsible persons and their designation: (for handling all aspects of this tender/order)</b>			
	Person	Designation	Based at	Telephone No./E-mail/Fax
a)				
b)				
c)				
7.0	Power of Attorney/Letter of Authority (An attested copy to be enclosed in case the tender/ offer is signed by an Individual other than the sole proprietor)			Enclosed/Not enclosed
8.0	Authorisation & Alteration to Tender has been signed by person duly authorized/ empowered to do so			Yes/No
9.0	In case of placement of the order(if placed) , the address with			

**SECTION: VII: ANNEXURE**  
For 5 MW Floating Solar PV Plant at STPS of WBPDC

	GSTIN no. of the office to be addressed :	
10.0	Product catalogues, leaflets etc. attached	Yes/No
11.0	Financial Details of the Bidder	
11.1	Name & address of Bankers	
11.2	GST Registration details	
11.3	PAN/TAN No.	
11.4	MSME	Not applicable/Medium/Micro/Small

**Signature** : .....

**SEAL OF COMPANY**

**Name** : .....**Designation** : .....

\* Scanned self attested copies of certificates/documents, as applicable to be submitted.

Authorized Signature, Name & Designation \_\_\_\_\_

**SECTION: VII: ANNEXURE**  
For 5 MW Floating Solar PV Plant at STPS of WBPDC

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