



## WEST BENGAL STAFF SELECTION COMMISSION

Mayukh Bhavan, Salt Lake, Kolkata – 700091

Website: [www.wbssc.gov.in](http://www.wbssc.gov.in)

E Mail: [adm.ssc-wb@nic.in](mailto:adm.ssc-wb@nic.in)

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### INDICATIVE NOTICE INVITING TENDER

**TENDER NO. 02/WBSSC/2012**

No. 335 / NIT / EXAM / WBSSC

Dated, 12/ 12/ 2012

Sealed tenders are invited in two parts, **I- Technical Bid** and **II- Price Bid**, on behalf of the West Bengal Staff Selection Commission for **A) Printing & Supply of OMR Answer Sheets** and /or **B) Scanning of OMR Answer Sheets** at West Bengal Staff Selection Commission, Mayukh Bhaban (3<sup>rd</sup> floor), Salt Lake, Kolkata-700091. Schedule, specification and as per the General and Special terms and conditions are available in the office of the West Bengal Staff Selection Commission and at the Commission's website [www.wbssc.gov.in](http://www.wbssc.gov.in).

Those interested may submit the bid in prescribed manner on or before **3.00 PM on 15/ 01/ 2013**.

  
**Secretary-cum-controller of Examinations**  
**West Bengal Staff Selection Commission**



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### NOTICE INVITING TENDER

**TENDER NO. 02/WBSSC/2012**

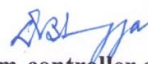
No. 335 / NIT / EXAM / WBSSC

Dated, 12/ 12/ 2012

Sealed tenders (Two Bids Packet) in two parts, i.e, **Part I- Technical Bid** and **Part- II- Price Bid** are invited by the **West Bengal Staff Selection Commission** from eligible firms for **A) Printing & Supply of OMR Answer Sheets** and /or **B) Scanning of OMR Answer Sheets** for entering into a contract for meeting the Commission's requirement for a period of one year from the date of award of work, extendable for another year on satisfactory performance.

Tender Documents with all necessary details may be obtained from the office of the West Bengal Staff Selection Commission on all working days between 11 AM to 3 PM on or before **14/ 01/ 2013** on payment of **Rs. 1000/- (Rupees One Thousand)** only in the form of Bank Demand Draft/ Pay Order drawn in favour of the "**Secretary, West Bengal Staff Selection Commission**", payable at **Kolkata**. The cost of tender document is non-refundable. The last date for submission of completed tender documents is **15/01/ 2013 before 3.00 PM**.

The Notice inviting tender and the tender documents are available at the Commission's website [www.wbssc.gov.in](http://www.wbssc.gov.in). However, such firms who submit tender by downloading it from the website will have to submit a Bank Demand Draft/ Pay Order of **Rs. 1000/- (Rupees One Thousand)** only in favour of the "**Secretary, West Bengal Staff Selection Commission**", payable at **Kolkata** towards the cost of tender documents along with the technical bid failing which the tender will summarily be rejected.

  
Secretary-cum-controller of Examinations  
West Bengal Staff Selection Commission



# WEST BENGAL STAFF SELECTION COMMISSION

Mayukh Bhavan, Salt Lake, Kolkata ó 700091

Website: [www.wbssc.gov.in](http://www.wbssc.gov.in)

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No. 335 / NIT / EXAM / WBSSC

Dated, 12/ 12/ 2012

## I. IMPORTANT SCHEDULE :

- A. Closing Date & Time for Submission of Technical Bid & Financial Bid : **3 P.M. on 15/ 01/ 2013**
- B. Due date & time of opening of Technical Bid : **3.30 PM on 15/ 01/ 2013**

## II. SUBJECT:

### A. Printing & Supply of OMR Answer Sheets:

- (i) Printing of blank Answer Sheets readable on OMR/ ICR system, in the format to be given by the Commission and delivery of the same at the Commission's office premises within the time schedule prescribed by the Commission from time to time, packed in the manner as detailed in the tender documents.

### B. Scanning of OMR Answer Sheets:

- (i) Scanning/ processing of OMR Answer Sheets in the office premises of the Commission for which purpose the company/ firm shall set up a Bureau in the said premises and bring adequate number of OMR Scanners, each having a speed capacity of processing not less than **10,000 (ten thousand) answer sheets (Double Scanning) per hour**. Further, the scanning machines should:
- (a) Capture mark sense (bubbles, checks, tick marks);
  - (b) Discriminate between smudges / erasures and valid marks;
  - (c) Capture images of entire answer sheets.
- (ii) Each OMR Answer Sheet must be scanned in two different Scanners and the data so prepared should be processed separately, in two set or sets of Computers.
- (iii) The data for both Scanners must be 100% error free. Agency shall take all sorts of measures to ensure 100% accuracy.
- (iv) The machine should be heavy duty capable of working continuously for at least 6 hours a day.

- (v) Depending upon the volume of OMR sheets to be scanned and the schedule given by the Commission, the number of machines to be deployed may need to be increased / varied from examination to examination, as per Commission's requirement.
- (vi) The whole scanning activity in respect of each assignment shall be completed within the period stipulated by the Commission.
- (vii) **The captured data will be stored in two separate databases; a complete image of the forms will also be stored in each of such database.**
- (viii) Any kind of data discrepancy shall be sorted out by the firm using the scanned image in the presence of Commission's representative (s).
- (ix) The firm shall provide back-up data on CD or in such form as may be specified by the Commission, immediately after completion of Scanning/ Scoring of answer sheets.
- (x) The firm shall extract such data and in such form, as may be desired by the Commission, from the captured data for different purposes including item analysis.
- (xi) Though the Commission proposes to award the contract for printing and scanning of the OMR sheets to the same vendor, the Commission may, at its discretion, enter into separate contracts for printing and scanning or multiple contracts for printing and / or scanning.
- (xii) Cost of Tender Document : **Rs.1000/- (Rupees One Thousand) only**
- (xiii) Instructions to Tenderers,  
Pre-qualification Criteria (PQ),  
Schedule of Requirement with  
Specification, Evaluation Criteria  
and Conditions of Contract : Annexure ó I
- (xiv) Price Schedule : Annexure ó II
- (xv) **Bid Security (Earnest Money)** : **Rs. 50,000/- (Rupees Fifty Thousand)**  
Only each for printing of OMR Sheets  
and scanning of OMR Sheets to be  
submitted  
with the Technical Bid.
- (xvi) **Contract Performance Security** : **Rs.50,000/- (Rupees Fifty Thousand)**  
Only Each for printing and scanning  
works.
- (xvii) Undertaking by the Tenderer : Annexure ó III
- (xviii) Proforma of Bank Guarantee for  
Bid Security (Earnest Money) : Annexure ó IV
- (xix) Proforma of Guarantee Bond for  
Performance Security  
(Security Money) : Annexure ó V

## ANNEXURE-I

### INSTRUCTIONS TO TENDERERS, PRE-QUALIFICATION CRITERIA (PQ), SCOPE OF SUPPLY WITH SPECIFICATION, EVALUATION CRITERIA AND TERMS & CONDITIONS OF PRICE AGREEMENT

#### **1. Sale of Tender documents**

Tender Documents may be obtained from the office of West Bengal Staff Selection Commission on all working days between **11 AM to 3 PM on or before 14th January, 2013** on payment of Rs.1000/- (Rupees One Thousand) only by Bank Demand Draft/ Pay Order drawn in favour of the "Secretary, West Bengal Staff Selection Commission" payable at **Kolkata**.

The Tenderers who submit their tender on documents downloaded from website [www.wbssc.gov.in](http://www.wbssc.gov.in) will have to submit a Bank Demand Draft/ Pay Order of Rs.1000/- (Rupees one thousand) only in favour of the "Secretary, West Bengal Staff Selection Commission" payable at **Kolkata** towards the cost of tender documents along with the Technical Bid, failing which the tender will be summarily rejected.

#### **2. Submission of Bid**

The tenderers shall submit the sealed bid containing two separate sealed covers as prescribed below addressed to "The Secretary cum Controller of Examinations, West Bengal Staff Selection Commission, Mayukh Bhavan, Salt Lake, Kolkata- 700091" by **3 P.M.on or before 15<sup>th</sup> January, 2013** in the tender box kept at Ground Floor of the office for this purpose. WBSSC will not be responsible for any delay in receipt of bids. Any bids received after the closing date and time shall not be entertained. In case closing date of submission of bid happens to be a holiday due to some unforeseen circumstances, the bids will be received and opened on the next working day at the same time.

#### **Part-I : Technical Bid :**

The first sealed cover should contain:

- (i) Confirmation of understanding the Scope of supply, specification and other terms & conditions mentioned in para 6.0 and details of procedure, quality checks to be undertaken by the firm to meet the required quality and delivery schedule, payment terms, penalty clause and confirmation of validity of Financial Bid for 60 days from the date of opening of tender.
- (ii) A list of Plant & Machinery available to undertake the work.
- (iii) **Bid Security (Earnest Money) of Rs 50,000/- (Rupees Fifty Thousand) only** each for printing and scanning in the form of a Bank Draft/ drawn in favour of the "Secretary, West Bengal Staff Selection Commission", payable at "Kolkata" or in the form of Bank Guarantee.

- (iv) Copies of IT returns and audited accounts of last preceding three years.
- (v) A list of similar work undertaken in the past three years for printing & supply of OMR Answer Sheets and /or scanning of OMR Answer Sheets executed by the Tenderer (Firm) for UPSC, Public Service Commissions, Universities, CBSE, State Educational Boards, Government Departments, IITs, IIMs, Institute of Banking Personnel Selection, Railway Recruitment Boards and Central Public Sector Undertakings. Copies of work orders mentioned in the list should also be attached.
- (vi) The envelope should be super scribed with words **“Technical Bid for Printing and/ or Scanning of OMR Answer Sheets”**. The technical quotations will be opened at the 3<sup>rd</sup> floor of Commission’s office on the last date of submission of Tender, i.e. **15/ 01/ 2013 at 3.30 P.M.** sharp in the Meeting Room in presence of the tenderers who may like to remain present.

### **Part-II : Financial Bid :**

The second sealed cover should contain:

The **“Financial Bid”** and a photocopy of the Pay Order/ Demand Draft/ Bank Guarantee as Earnest Money deposited with the Technical Bid. The envelope should be super scribed with words **“Financial Bid for printing and /or scanning of OMR Answer Sheets”**.

The **“Financial Bid”** would be opened only of those tenderers whose Technical Bids are found to be in conformity with pre-qualification criteria of the tender and found to be capable of undertaking the work. The Financial Bids will be opened in respect of shortlisted tenderers only on **16/ 01/ 2013 at 1 p.m.** sharp in the Meeting Room in presence of the shortlisted tenderers who may like to remain present .

### **3. Validity of Bids:**

The tenderer shall keep the **“Financial Bid”** valid for acceptance for a minimum period of 45 days after the last date for receipt of the Bids.

### **4. Bid Security (Earnest Money)**

Bid Security (Earnest Money) of **Rs. 50,000/- (Rupees Fifty Thousand)** only each for printing and scanning shall be deposited in the form of a Demand Draft/ Pay Order drawn in favour of the **“Secretary, West Bengal Staff Selection Commission”**, payable at **Kolkata** with the Technical Bid, failing which the bid will be summarily rejected. No exemption would be permitted from submission of Bid Security under any circumstances. The Bank Guarantee from any Scheduled Banks of India approved by RBI in the prescribed form as per Annexure-III will also be accepted as Bid Security. Bids without Bid Security will be summarily rejected. The Bid security shall be kept valid for a period of 45 days beyond Financial Bid validity period. If a tenderer

withdraws or amends the bid in any respect within the validity period or fails to enter into a contract for award of work, the entire amount of Bid security will be forfeited.

## 5. Pre-Qualification Criteria (Eligibility Criteria):

5.1 **General:** The tenderer should have a minimum average turnover of **Rs. Twenty five Lakh** in each of the last three accounting years for each work (printing/ scanning). A bidder intending to bid for both should have a minimum average turnover of **Rs. Fifty Lakh** in each of the last three accounting years.

### 5.2 **OMR Printing work:**

- (i) Minimum printing capacity of **1,00,000 (One Lakh) sheets per day.**
- (ii) Experience of printing OMR answer sheets for a period of at least two years in the last three years with minimum printing volume of at least 10 lakhs per year.

### 5.3 **OMR Scanning work:**

- (i) The tenderer should possess/ have at least two sets of scanning machines, each set having a processing capacity of not less than 10,000 sheets per hour (Double Scanning).
- (ii) He must demonstrate capability to increase the capacity to install more such machines at short notice with total capacity of up to 1,50,000 sheets (Double scanning ) per day in order to complete the scanning work as per Commission's schedule.
- (iii) Experience of scanning of OMR answer sheets/ applications for a period of at least two years in a block of last three years, with minimum scanning volume of at least 10 lakhs per year.

5.4 The Tenderer bidding for the works individually or for both works should meet the pre-qualification criteria for each of the works or both as the case may be, besides meeting the General criteria. Proof of possession of required equipments for meeting the criteria at 5.2 (i), 5.3 (i) and 5.3 (ii) above should be furnished in the form of vendors' certificates, invoices, leasing agreements, hire purchase agreements etc.

## 6. Scope of Supply, Delivery Schedule and terms & conditions:

### 6.1 **Scope of Supply with specification:**

Item No	Description & Specification
A	Printing & supply of OMR (100 GSM) Answer Sheets with delivery at the Commission's office premises or to the Commission's representatives and in such quantities as advised by the Commission, readable on OMR (100 GSM)/ ICR system in the format [specification & design] decided by the Commission and to be delivered in the packing as specified by the Commission.

Item No	Description & Specification
<b>B</b>	Scanning / Processing of OMR (100 GSM) Answer Sheets in the premises of the Commission for which purpose the company/ firm shall set up a Bureau and bring adequate number of [not less than two in any case] sets of OMR (100 GSM) Scanners as specified by the Commission from time to time & each set having a capacity of processing not less than 10,000 (ten thousand) answer sheets per hour; supply of data / images in the manner prescribed by the Commission and delivery of reports / analyses within such time as prescribed by the Commission.

**Note 1:** The quantities may vary. However, during 2013-14, it is estimated that the Commission will be utilizing **30,00,000 (Thirty Lakh)** OMR (100 GSM) sheets approximately, 60% of which will be scanned.

**Note 2:** The Tenderer may note that the above quantities are indicative and the Commission does not guarantee any minimum quantities.

## 6.2 Evaluation of Bids (Ranking Criteria):

The tenderer shall quote all inclusive rate of each item mentioned in para 6.1 separately in Price Schedule as per Annexure-II, clearly indicating Excise duty, Service Tax, Sales Tax and Vat if any. The Price Schedule shall be kept in second sealed cover, super scribed with words “**Financial Bid**”.

The tenderer shall quote per sheet (two pages back to back) rate for printing work and double scanning per page for scanning work.

## 6.3 Contract Performance Security (Security Deposit):

The firm/firms entering into a contract for performance of the work Agreement will be required to deposit Contract Performance Security (Security Money) @ 10% of the value of Price Agreement by furnishing a Demand Draft or Fixed Deposit Receipt issued by a Scheduled Bank approved by RBI drawn in favour of the “**Secretary, West Bengal Staff Selection Commission**”, payable at Kolkata. The Security Deposit can also be made in the shape of Guarantee Bond executed by a Scheduled Bank as per Annexure-IV.

Security deposit will be retained by the Commission till satisfactory completion of the work. It should be clearly understood that in the event of the Contract not being executed and completed as per the quality and time schedule laid down, the security deposit is liable to be forfeited. This will be in addition to the penalty, if any, which may be imposed as specified in the delivery schedule.

## 6.4 Delivery Schedule:

- (1) Schedule of delivery will be indicated by the Commission for each job / project / examination. It may be kept in mind that time is the essence of this contract. Tenderers may note that award of work will be on a project to project basis ó one project being one examination. There may be



overlapping of projects in which case the Tenderer will have to ensure that there is no mix up of material or delay in respect of multiple examinations.

- (2) **Penalty:** The following penalties will be imposed by the Commission in the event of failure by the agency to complete the work within the time frame fixed by the Commission:

**(a) Printing:**

- (i) For each day of delay beyond three days of the scheduled date of completion ó **Rs 10,000/- (Rupees Ten Thousand) only per day.**
- (ii) For missing sheets / mistakes in numbering etc. ó **Rs 5,000 (Rupees Five Thousand) only per sheet.**

**(b) Scanning:**

- (i) For each day of delay beyond three days of the scheduled date of completion ó **Rs 10,000/- (Rupees Ten Thousand) only per day.**
- (iii) For mistakes exceeding one in 1,00,000 sheets ó **Rs 5,000 (Rupees Five Thousand) only per sheet.**

Note: The term "Scanning" in this clause will also mean and include reports, data and images as prescribed by the Commission.

## 6.5 Payment Terms:

Payment for printing and supply of OMR (100 GSM) answer sheets and their scanning / processing would be made by the Commission in the following manner:-

**For printing and supply of OMR (100 GSM) answer sheets:** Commission may, at its discretion, release part-payment which may not exceed 90% (ninety percent) of the value of the work awarded, within 30 (thirty) days of receipt of the full material/ supply as per specification and quantity ordered by the Commission. The balance payment of 10% or more, as the case may be, shall be released by the Commission, within 30 (thirty) days of conduct of the examination concerned.

**For scanning and processing of the OMR (100 GSM) answer scripts:** Commission may, at its discretion, release part-payment of 70% (seventy percent) of the amount of the bill for scanning and processing of the OMR (100 GSM) answer sheets, within 2 weeks of the completion of the scanning/ scoring of the answer sheets by the OMR (100 GSM ) machines and the balance of 30% on the completion of the entire work to the satisfaction of the Commission.

## **6.6 Other Terms & Conditions:**

- (i) Printed terms and condition of the tenderers will not be considered as forming part of the tenders. No deviation shall be acceptable in the terms and conditions of the contract applicable to this invitation to tender.
- (ii) Hypothetical and conditional tenders will not be entertained.
- (iii) The West Bengal Staff Selection Commission reserves the right to accept or reject all or any of the tenders without assigning any reason.
- (iv) There shall be no commitment of minimum quantity which can be ordered during currency of the contract. Supply orders shall be placed on the firm against the Contract for such quantities as may be decided by the Commission as and when supply of OMR (100 GSM) answer sheets is required during the currency of the contract.
- (v) Scanning of OMR (100 GSM) Answer Sheets in such quantities as may be indicated by the Commission from time to time shall be completed within such time as may be stipulated by the Commission.
- (vi) The contract shall be for a period of one year which may be extended for a further period of one year on the same terms & conditions at the option of West Bengal Staff Selection Commission on satisfactory performance.
- (vii) The West Bengal Staff Selection Commission reserves the right to enter into contract with more than one firm for printing and / or scanning of OMR (100 GSM) Answer Sheets. The decision of the West Bengal Staff Selection Commission will be final and binding.
- (viii) The West Bengal Staff Selection Commission reserves the right to terminate the contract at any time if it is satisfied that the firm has failed to fulfil its obligations as per the terms & conditions contained in the Price Agreement. The decision of the West Bengal Staff Selection Commission in this regard would be final and binding.

## **7.0 Arbitration:**

**In the event of any dispute or differences, the matter will be referred to the sole arbitration of a Group A Officer appointed by the Chairman, West Bengal Staff Selection Commission.**

**Annexure – II**

**PROFORMA FOR FINANCIAL BID**

(To be put inside the cover for Financial Bid)

**(A) PRINTING AND SUPPLY OF OMR (100 GSM) ANSWER SHEETS READABLE ON OMR (100 GSM) / ICR SYSTEM IN THE FORMAT (SPECIFICATION & DESIGN) TO BE DECIDED BY THE COMMISSION, WITH OR WITHOUT BAR CODE IMPRINTED ON IT, AND DELIVERED IN THE PACKING AS SPECIFIED BELOW.**

**Details of the rate Quoted**

Sl. No.	Component of Rate for Printing	Amount (Rs)
1.	Per OMR (100 GSM) Answer Sheet printed on both side	

**PACKING INSTRUCTIONS:** The Firm will also ensure that the answer sheets are packed in two covers i.e, first in a polythene envelope and then this polythene envelope should be put in a paper envelope. The Paper envelope is to be sealed with tamper proof proper seal, a specimen of which should be enclosed with the invoice / bill. A label indicating the serial number of the OMR (100 GSM) Answer Sheets kept in the envelope may be pasted on the outer envelope. The packing and seal should be such as to withstand the hazards of transportation and climatic conditions and as per Commission's instructions. Special care should be taken in numbering of the answer sheets, so as to avoid sheets with duplicate numbers/ without numbers, etc. **Any deficiency in carrying out these instructions may invite a penalty.**

**Signature of the authorized person**

Full Name:

Date:

Seal

Place:

Note: The rates quoted by the tendering agency should be inclusive of all statutory/ taxation liabilities in force at the time of entering into the contract, which may be indicated with appropriate break-up.

Annexure – II

**PROFORMA FOR FINANCIAL BID**

(To be put inside the cover for Financial Bid)

**(B) SCANNING / PROCESSING OF OMR (100 GSM) ANSWER SHEETS IN THE PREMISES OF THE COMMISSION FOR WHICH PURPOSE THE COMPANY / FIRM SHALL SET UP A BUREAU AND BRING ADEQUATE NUMBER (NOT LESS THAN TWO IN ANY CASE) OMR (100 GSM) / ICR SCANNERS AS ADVISED BY THE COMMISSION FROM TIME TO TIME, EACH HAVING A CAPACITY OF PROCESSING NOT LESS THAN 10000 (TEN THOUSAND) ANSWER SHEETS PER HOUR.**

Details of the rate Quoted

Sl. No.	Component of Rate for Scanning/ Processing	Amount (Rs.)
1.	<b>Per OMR (100 GSM) Answer Sheet (double scanning) and furnishing of outputs as may be specified for each project.</b>	

**Signature of the authorized person**

Full Name:

Date:

Seal

Place:

Note: The rates quoted by the tendering agency should be inclusive of all statutory/ taxation liabilities in force at the time of entering into the contract, which may be indicated with appropriate break-up.

**ANNEXURE-III**

**UNDERTAKING BY THE TENDERER**

- (i) I declare that I have gone through the instructions to Tenderers, Pre-Qualification Criteria (PQ), Scope of Supply with Specification, Evaluation Criteria and Terms & Conditions of Price Agreement contained in Annexure-I and I shall abide by these conditions.
  
- (ii) I also confirm the validity of Financial Bid containing the Price Schedule (Annexure-II) has been kept for a period of 60 days from the due date of opening of Technical Bid.

**Signature of Tenderer**

**Date: \_\_\_ / \_\_\_ / 2013**

ANNEXURE – IV

**PROFORMA OF BANK GUARANTEE FOR BID SECURITY**  
(ON NON-JUDICIAL STAMP PAPER OF REQUISITE VALUE)

Ref.....

Date.....

Bank Guarantee No.....

**To**  
**The Secretary cum Controller of Examinations,**  
**West Bengal Staff Selection Commission,**  
**Mayukh Bhavan,**  
**Salt Lake, Kolkata – 700 091**

Dear Sir,

In accordance with your invitation to Tender No..... dated, \_\_\_\_/ \_\_\_\_/ 2012 For í í í í í í .í í í í í í í í í í í í í í í í í í ... (description of work) M/s..... hereinafter called the tenderer with the following Directors on their board of Directors / Partners of the firm wish to participate in the said tender for í í í í í í .í í í í í í í í í í í í í í í í í í . (description of work). As a Bank Guarantee against Bid Guarantee for a sum of Rs. .... (in words and figures) valid for (105)\* one hundred and five days from the date of opening of tender required to be submitted by the tenderers as a condition for the participation, this bank hereby guarantees and undertakes during the above said period of (105)\* one hundred and five days to immediately pay on demand by the Secretary cum Controller of Examinations, West Bengal Staff Selection Commission, the amount of Rs..... (in words and figures) to the said Secretary cum Controller of Examinations, West Bengal Staff Selection Commission, Mayukh Bhavan, Salt Lake, Kolkata ó 700 091, and without any reservation and recourse if

- (i) the tenderer after submitting his tender, modifies the rates or any of the terms & conditions thereof except with the previous written consent of the purchaser; or
- (ii) the tenderer withdraw the said bid within 60 days after opening of bid; or
- (iii) the tenderer having not withdrawn the bid, fails to furnish Performance Guarantee Bond (Security Deposit) within the period provided in Price Agreement.

This guarantee shall be irrevocable and shall remain valid up to 4.00 P.M. on ..... If further extension to this guarantee is required, the same shall be extended by such required period on receiving instructions from M/s..... on whose behalf this guarantee is issued.

Date:.....

Place: .....

Witness

Signature.....

Printed Name.....

(Designation)

(Bank's common seal)

## ANNEXURE-V

### PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE SECURITY

**To**  
**The Secretary cum Controller of Examinations,**  
**West Bengal Staff Selection Commission,**  
**Mayukh Bhavan,**  
**Salt Lake, Kolkata – 700 091**

1. Against Price Agreement concluded by the advice acceptance of the tender No. .... dated ..... covering supply of ..... (hereinafter called the said contract), entered between the Secretary cum Controller of Examinations, West Bengal Staff Selection Commission and ..... (hereinafter called the "Contractor"), this is to certify that at the request of the contractor We ..... (Bank) are holding in trust in favour of the West Bengal Staff Selection Commission, the amount of Rs..... (write the sum in words) to indemnify and keep indemnified the Secretary cum Controller of Examinations, West Bengal Staff Selection Commission against any loss or damage that may be caused to or suffered by the Secretary cum Controller of Examinations, West Bengal Staff Selection Commission by reason of any breach by the contractor or any of the terms and conditions of the said contract and/or the performance thereof. We agree that the decision of the Secretary cum Controller of Examinations, West Bengal Staff Selection Commission whether any breach of any of the terms and conditions of the said contract and/ or in the performance thereof has been committed by the contractor and the amount of loss or damage that has been caused or suffered by the Secretary cum Controller of Examinations, West Bengal Staff Selection Commission shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Secretary cum Controller of Examinations, West Bengal Staff Selection Commission.
2. We ..... (Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the said contract by the Contractor, i.e. till ..... (for a period of one year from date of Price Agreement), hereinafter called the "said date" and that if any claim accrues or arises against us (Bank) by virtue of this guarantee before the said date, the same shall be enforceable against us ..... (Bank) notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us ..... (Bank) by the

Secretary cum Controller of Examinations, West Bengal Staff Selection Commission before the said date. Payment under this letter of guarantee shall be made promptly upon receipt of notice of that effect from the Secretary cum Controller of Examinations, West Bengal Staff Selection Commission.

3. It is fully understood that this guarantee is effective from the date of the said contract and that we ..... (Bank) undertake not to revoke this guarantee during its currency without the consent in writing of the Secretary cum Controller of Examinations, West Bengal Staff Selection Commission.
4. We undertake to pay to the Government any money so demanded notwithstanding any dispute raised by the Contractor in any suit or proceedings pending before any court of tribunal thereto, our liability under this present being absolute and unequivocal.
5. We ..... (Bank) further agree that the Secretary cum Controller of Examinations, West Bengal Staff Selection Commission shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Secretary cum Controller of Examinations, West Bengal Staff Selection Commission against the said contract and to forbear or enforce any of the terms and conditions relating to the said contract and we ..... (Bank) shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Contractor or for any forbearance and/ or omission on the part of the Secretary cum Controller of Examinations, West Bengal Staff Selection Commission or any indulgence by the Secretary cum Controller of Examinations, West Bengal Staff Selection Commission to the said Contractor or by any other matter or thing what-so-ever, which under the law relating us from our liability in the constitution of the Bank or Contractor.

Date

Signature

Place

Printed Name

Witness

(Designation)

(Bank's common seal)