

# **WEBEL TECHNOLOGY LIMITED**

## **NOTICE INVITING TENDER**

Webel Technology Limited invites sealed tender from Registered and reputed agencies/ firms including partnership firms for Hiring of Chauffer driven Diesel AC and Diesel Non AC Car (five seater including Driver), Brand / Model - Deziere/ Indigo/ Hyundai/Honda or equivalent), on monthly rate contract basis for official use by Webel Technology Limited at Plot-5, Block-BP, Sector- V , Salt Lake City, Kolkata- 700091.

1.	Tender No. & Date	WTL/INHOUSE/CAR/18-19/025 dated 15.03.2019
2.	Brief description of Job	Hiring of Chauffer driven Diesel AC and Diesel Non AC Car, (five seater including Driver), on monthly rate contract basis for WEBEL TECHNOLOGY LIMITED.
3.	Tender Fee	Rs. 1,000/- (Rupees One Thousand Only, non refundable)
4.	Earnest Money Deposit	Rs. 10,000 /- (Rupees Ten Thousand only) in the form of DD/ Pay order drawn in favour of WEBEL TECHNOLOGY LIMITED, payable at Kolkata.
5.	Date & time of Pre Bid Meeting	26.03.2019 at 11.30 hrs.
6.	Last date & time of Bid Submission	01.04.2019 at 13.00 hrs.
7.	Date & time of Bid Opening	01.04.2019 at 14.00 hrs.
5.	Venue of Bid Submission & Bid Opening	WEBEL TECHNOLOGY LIMITED (A Govt. of West Bengal Undertaking) Plot - 5, Block – BP, Sector – V, Salt Lake City, Kolkata – 700091.
6.	Address of Communication for queries, if any	WEBEL TECHNOLOGY LIMITED (A Govt. of West Bengal Undertaking) Plot - 5, Block – BP, Sector – V, Salt Lake City, Kolkata – 700091.
7.	WTL Contact Person	Mr. Abhijit Bhattacharya, Contact no. 23673403-06, Ext. 206 Mrs. Susmita Sarkar, Contact no. 23673403-06, Ext. 246 Mr. Arunava Saha, Contact no. 23673403-06, Ext. 212
8.	Bidders must be present at the time of opening of the bid. WTL are not answerable for any queries of any bidder who remain absent at that time.	
9.	Any proposal received by WTL after the deadline for submission of proposals may not be accepted. WTL reserves the right to accept of the late entries.	
10.	WTL reserve the right to reject or accept or withdraw the NIT without assigning the reasons thereof.	

# **WEBEL TECHNOLOGY LIMITED**

## **CONTENTS OF THE TENDER DOCUMENT**

The Tender document comprises of the following:

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# WEBEL TECHNOLOGY LIMITED

## SECTION – A

### SCOPE OF WORK

To supply diesel driven AC & Non AC car/vehicle (including driver), on monthly Rate Contract basis for official use as detailed given below:

1. The Agency/Firm/Bidder (herein after referred to as “Contractor”) should be registered and should furnish a copy of the registration certificate in support thereof.
2. Only such Agency/Firm/Bidder may apply whose cars/vehicles have been duly authorized by the concerned RTO for use as public transport.
3. The Agency/Firm/Bidder shall maintain an office within Kolkata duly manned with adequate staff who can always be attended.
4. The Agency/Firm/Bidder shall put into service only Commercial Registered, Diesel driven, AC & Non AC 5 (five) seater (Dezire/Indigo/Hyundai/Honda or equivalent) herein after called as car/vehicle with commercial number plate not more than 1 year old and fitted with GPS tracker.
5. The Agency/Firm/Bidder shall be quoting for the cars, AC and Non AC mode as per the Price Bid Format. The Contractor will be reimbursed by WTL as per the quoted prices.
  - (i) Cost of running for 2000 Km per month or 300 hours per month including fuel and other costs for AC Car & Non AC Car whichever is lower. (Rate to be quoted all inclusive).
  - (ii) Cost of per hour including fuel and other costs for AC Car & Non AC Car beyond the stipulated hour period as mentioned in Clause (i) above. (Rate to be quoted all inclusive)
  - (iii) Cost of running per KM including fuel and other costs of AC Car & Non AC Car beyond the stipulated kilometer as mentioned in Clause (i) above. (Rate to be quoted all inclusive)

**Note: The billing will be made on monthly basis for 2000 KM or 300 hrs, whichever is lower. The kilometer & hour will be considered from the reporting point to final release point.**

6. The car/vehicle provided by the contractor should be in perfectly sound, road worthy & working condition.
7. The car/vehicle should be maintained regularly and properly by the Contractor and should have clean interior and exterior. The seats should be covered with neat white seat covers, which should be replaced regularly.
8. Dedicated vehicles and drivers are not to be changed without prior approval of the WTL authority. Change of drivers will be allowed only after the approval of WTL management.
9. The Contractor should have minimum 20 numbers of cars/vehicles in the agency/firm to be provided as hire car. There should be adequate back up of cars/vehicles to cope with break down or maintenance. In case of maintenance or breakdown, replacement of the car/vehicle shall be made by the agency/firm with similar class of cars/vehicles.
10. The driver assigned duty with the car/vehicle should not be changed unless it is very urgent or unavoidable.
11. The successful contractor shall have to submit the list of cars/vehicles along with photocopies of valid registration certificate while signing the Agreement.
12. The car/vehicle to be hired by WTL shall be on monthly hiring basis and therefore these should be kept for exclusive use by the user of WTL.
13. The car/vehicle placed into service for WTL cannot be hired out to any other organization and should be available whenever called for.
14. Monthly rental charges is inclusive of fuel, consumables, driver’s remuneration, all statutory charges/ taxes (excluding GST)/insurance / incidental charges towards running and maintenance / garaging charges etc.
15. If any of the terms and conditions provided herein or any direction issued is not complied with/or agency is found to have committed any breach thereof, the contract shall be terminated and security deposit will be forfeited. The decision of WTL in this regard shall be final.

# **WEBEL TECHNOLOGY LIMITED**

16. The company gives no guarantee about the definite volume of work to be entrusted to the contractor at any given time or even throughout the tenure of the contract.
17. No payment shall be made against bills pertaining to those travels, where any complaint with regard to quality of the car or misbehavior of the driver is received from the user in this regard; the decision of WTL shall be final.
18. The driver shall always remain with the vehicle during the time of duty and in case of any urgency he should seek permission of the user/administration department before leaving the vehicle. Drivers are to be necessarily provided with mobile phone.
19. The driver should keep the vehicle neat and clean daily / report in time for duty.
20. The car/vehicle put into service should carry the following documents and articles:
  - (i) Valid Registration Certificate issued by the concerned RTO.
  - (ii) Valid PUC Certificate.
  - (iii) Valid Road Tax Receipt / Certificate
  - (iv) Valid Insurance Policy (comprehensive) document of the car.
  - (v) Tool box, small spares, jack and extra tyre in usable condition.
21. The Contractor should ensure that:
  - (i) The driver engaged, must hold valid driving license, are well behaved, having communication skills at least in Bengali and Hindi and basic knowledge in English, conversant with the rules and regulations of driving and the knowledge of routes in Kolkata and other parts of West Bengal.
  - (ii) All the drivers engaged by him should wear uniform while on duty.
  - (iii) The driver report to the user on time and maintain punctuality during duty hours.
  - (iv) Drivers are strictly prohibited smoking/consumption of alcoholic drink/ intoxication while on duty.
  - (v) All statutory compliance, both employment related like PF, ESI, Leave etc. as well as non employment related as mentioned at (i) above with respect to the drivers engaged, are the sole responsibility of the Contractor in the capacity of employer.
22. In case of any breakdown of car at the time of duty, the Contractor shall make arrangements promptly for another similar car / vehicle and no mileage from the garage upto the breakdown point shall be paid. In case the user of the broken down car is required to hire another vehicle / taxi, the amount of hiring the vehicle shall be deducted from the bill of the Contractor.
23. Penalty levied by police / government departments / statutory bodies for violation of any norms or regulation shall be sole responsibility of the Contractor. WTL shall in no way be responsible for such payments.
24. The contractor shall make immediate arrangement ON TIME in case the vehicle is not available for use e.g. in the case of breakdown of the vehicle or absence of the driver etc. In case of failure to provide for alternative suitable vehicle, hire charges on pro-rata basis shall be deducted from the monthly hire charges. If any vehicle does not report on time/does not report for duty at all, the user will have a right to hire a vehicle from the market and the additional cost incurred in this respect will be borne by the service provider.
25. In case Vehicle(s) provided is (are) not found satisfactory, the same shall be returned for immediate replacement. In case no replacement is provided in time WTL reserves the right to hire a vehicle from the market and the additional cost incurred by WTL will be borne by the service provider.
26. The service provider will not utilize the vehicle for any purpose whatsoever even if the vehicle is not being used by the WTL Officers.
27. The contractor is liable for payment of all claims/expenses in case of any accident. He will also indemnify the office of the concerned Officers against any loss/damage of property or life attribute to negligence on the part of the Driver or poor maintenance of vehicle.
28. The drivers on duty should ensure that the car is accompanied with a log book issued for it. The log book should be presented to the user of the car for noting daily Opening and closing meter readings at the point of reporting and release respectively. The payment will be made for the mileage covered between these two readings only. No extra mileage shall be allowed for a car/vehicle to report from or to go back to garage. The Company wishes the contractor to have its fleet of cars from both Northern and Southern parts of the city. Car parking slips, if any, are also to be got signed by the user.
29. Bidders have to quote all the items for AC Car and Non Car as per format (Section- J & Section- K respectively). Otherwise the bid will be treated as cancelled.

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## **SECTION - B**

### **ELIGIBILITY CRITERIA**

The agency is required to meet the following criteria and submit documentary proof along with their offer:

1. The agency must be a company registered under the Companies Act, 1956/2013 or a Partnership or a Proprietary Firm. Documentary (Certificate of incorporation/Relevant document) evidence to be submitted.
2. The agency must have an own office in Kolkata with valid statutory registration. Valid statutory registration document to be submitted.
3. The agency must have experience of minimum three years of similar type of business. Documentary evidence to be submitted.
4. The agency must have valid GST Registration Number & PAN Number. Bidder shall have to submit photocopy of the documents.
5. The agency must not have been blacklisted by any State/Central Government or PSU Organization or bilateral / multilateral funding agencies for breach of ethical conduct or fraudulent practices as on date of submission of the proposal.
6. The agency must submit Tender Fee of Rs. 1000.00 (Rupees One Thousand Only) in the form of Demand Draft from any Scheduled Bank in favour of Webel Technology Limited payable at Kolkata.
7. The agency must submit Earnest Money of Rs.10000.00 (Rupees Ten Thousand Only) in the form of Demand Draft from any Scheduled Bank in favour of Webel Technology Limited payable at Kolkata
8. The agency must have a minimum of 20 numbers of Cars at its disposal at any point of time. Declaration on bidder's letter head with details of the vehicle (Year of Registration) to be submitted.
9. The agency must submit details of its existing Clients as per Section - F with supporting Order/Engagement/Agreement letter.

# **WEBEL TECHNOLOGY LIMITED**

## **SECTION - C**

### **INSTRUCTION TO BIDDERS**

#### **1. PRE BID MEETING**

Pre Bid Meeting will be held on 26.03.2019 at 11.30 hrs. at premises of WTL. Bidder can send their queries to Manager (P&A) - abhijit.b@wtl.co.in, Ms. Susmita Sarkar – susmita.sarkar@wtl.co.in & Manager (Purchase) – arunava.saha@wtl.co.in. The queries should reach the above emails within 00.00.2019 at 0.00 hrs.

#### **2. PERIOD OF VALIDITY OF PROPOSAL**

The offer submitted by the bidder shall be valid for a period of one year from the date of engagement/Contract.

#### **3. SECURITY DEPOSIT/EMD**

The successful bidder should deposit a Bank Guarantee as mentioned below.

#### **4. EARNEST MONEY DEPOSIT (EMD)**

The bidder shall furnish an EMD of Rs.10,000/- (Rupees Ten Thousand only) in the form of a demand draft from a Scheduled Bank payable at Kolkata and in favour of Webel Technology Limited. Any bid not accompanied with the EMD shall be rejected. EMD will be returned after the final decision of the tender without any interest.

#### **5. PERFORMANCE BANK GUARANTEE (PBG)**

As a security deposit for agreement for Car Rent as well as performance of contract, as mentioned in tender, the bidder will have to submit 10% of the contract value as security in the form of Performance Bank Guarantee from any nationalized bank as per format enclosed (Section – I).

#### **6. TERMS OF PAYMENT**

- a) Payment to the executing Contractor shall be made on monthly basis.
- b) Separate monthly bills should be drawn against each car/vehicle stating its registration number, make and model, total kilometers of run, overtime charges if any, etc. The GST, as applicable, should be shown separately.
- c) All bills must be backed up by the copy of the daily log book duly signed by the WTL user.
- d) Payment will be released to the Contractor through RTGS/NEFT transfer, after scrutiny of bills. WTL shall have the right to withhold payment in full or in part subject to recovery if any.

#### **7. Termination of Contract**

If any of the terms and conditions provided anywhere in the Tender document/ Agreement, or any direction issued is not complied with or the Contractor is found to have committed any breach thereof, the contract may be terminated in addition to the forfeiture of the security deposit. The decision of the competent authority of the WTL will be final in this regard.

#### **8. Non-transferable Tender**

The Contractor who secures the contract shall not assign or sublet the work or any part of it to any other party or person. The tender is not transferable.

#### **9. Execution of the work**

The execution of the work should be strictly in accordance with the terms and conditions of the contract. The Scope of work as mentioned, which is an important part of the terms and conditions of the work, should be adhered to.

#### **10. Contract Agreement**

The bidder, who's tender is approved for acceptance, shall within 7 days of the receipt of the Letter of Offer of Acceptance of Work, execute 'Formal Agreement' with WTL. Work Order/LOI will be issued to the successful bidder followed by formal agreement.

#### **11. EVALUATION PROCEDURE**

# **WEBEL TECHNOLOGY LIMITED**

- The Eligibility Criteria will be evaluated by Tender Committee and those qualify will be considered for further evaluation.
- After qualifying in Eligibility Criteria, qualified bidders will only be considered for Financial Bid evaluation.
- The bidder who has qualified in the eligibility criteria and returns with lowest quote (L1) against Item No. 1 of Price Bid (Section – J & Section-K respectively) would normally be awarded the contract. L1 bidder will have to match the lowest price, if any, against Item No. 2 & 3 of the Price Bid (Section- J and Section- K respectively).

## **12. INSPECTION OF COMPETENCE**

Company reserves the right to verify/ confirm all original documentary evidence submitted by bidder in support of above mentioned clauses of eligibility criteria. Upon verification, evaluation/ assessment, if any information furnished by the bidder is found to be false/ incorrect, their total bid shall be summarily rejected and no correspondence on the same shall be entertained and their EMD will be forfeited.

## **13. CONTRACT DURATION**

The contract will be valid for a period of 3 (three) years with effect from the date of award of contract. The contract may, however, be extended further, thereafter, subject to satisfactory execution of job(s) by mutual consent on terms to be agreed upon.

## **14. Submission of tender**

Interested bidders are required to submit their bids in a separate sealed envelope super-scribed with Tender number and date. Every envelope and forwarding letter of various parts of the proposal shall be addressed as follows:

**Webel Technology Limited  
Plot-5, Block-BP, Sector-V  
Salt Lake City,  
Kolkata - 700 091.**

The envelope shall be sealed by signing across all joints & pasting good quality transparent adhesive tape on top of such joints & signatures with company seal. Proposals sent through telex/telegrams/fax/e-mail shall not be accepted. WTL shall not be responsible for delay on account of delivery by the postal authorities as well as courier companies. Such delivery shall be at the risk and cost of the bidder. If the envelopes are not sealed and marked as required above, WTL shall assume no responsibility for the proposal's misplacement or premature opening. The sealed envelope containing the required documents must be delivered to the P & A Department, Webel Technology Limited, Plot-5, Block-BP, Sector –V, Salt Lake City, Kolkata -700 091 through post/speed post/Courier or dropped personally in the Tender Box kept in WTL office on or before 01.04.2019 at 13.00 hrs. No other mode of delivery shall be accepted. WTL will not be responsible for any postal delay.

Bidder shall submit their bids in THREE PARTS, each in a separate sealed envelope super-scribed with the Tender number, date and Project name and nature of bid (bid security, all other documents, Price Bid). Part – I - Bid Security, Part – II - All other documents except Price Bid and Part – III – Price Bid. The envelopes containing Part-I, Part-II and Part-III shall be enclosed in a larger envelope duly sealed.

The bidders shall submit the following documents in sealed envelope as mentioned above.

- a) Copy of GST Registration Certificate.
- b) Copy of PAN Card
- c) Documents as per Eligibility Criteria (Section – B).
- d) Financial Capability (Section – D)
- e) Bidder's Details (Section – E)
- f) List of Clients (Section – F)
- g) Declaration of Non Blacklisting (Section – G)
- h) Car/Vehicle Detail (Section – H)
- i) NIT Declaration (Section – I)
- j) Price Sheet (Section – J & Section – K) as per format duly stamped and signed.
- k) Other related documents.

# WEBEL TECHNOLOGY LIMITED

## SECTION - D

### FINANCIAL CAPABILITY OF BIDDER

(Tender No. WTL/INHOUSE/CAR/18-19/025)

Sl. No.	Name of the Bidder	Turnover (Rs/Lakh)		
		2015-16	2016-17	2017-18
1				

Authorized Signatory (Signature In full): \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Stamp of the Company: \_\_\_\_\_

# WEBEL TECHNOLOGY LIMITED

## SECTION – E

### **BIDDER'S DETAILS**

(Tender No. WTL/INHOUSE/CAR/18-19/025)

1	Name of the Firm	
2	Registered Office Address	
	Contact Number	
	Fax Number	
	E-mail	
3	Correspondence / Contact address	
	Name & Designation of Contact person	
	Address	
	Contact Number	
	PAN	
	Fax Number	
4	Is the firm a registered company? If yes, submit documentary proof	
	Year and Place of the establishment of the company	
6	Former name of the company, if any	
7	Is the firm <ul style="list-style-type: none"><li>▪ a Government/ Public Sector Undertaking</li><li>▪ a propriety firm</li><li>▪ a partnership firm (if yes, give partnership deed)</li><li>▪ a limited company or limited corporation</li><li>▪ a member of a group of companies, (if yes, give name and address and description of other companies)</li><li>▪ a subsidiary of a large corporation (if yes give the name and address of the parent organization). If the company is subsidiary, state what involvement if any, will the parent company have in the project.</li></ul>	
8	Is the firm registered with GST? If yes, submit valid GST Registration Number.	
9	Total number of employees. Attach the organizational chart showing the structure of the organization.	
10	Are you registered with any Government/ Department/ Public Sector Undertaking (if yes, give details)	
11	How many years has your organization been in business under your present name? What were your fields when you established your organization	

Authorized Signatory (Signature In full): \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Stamp of the Company: \_\_\_\_\_



# **WEBEL TECHNOLOGY LIMITED**

## **SECTION – G**

### **DECLARATION NON BLACKLISTED / NON BANNED PARTY**

(To be printed on the Company's letter head)

To  
**Webel Technology Limited**  
**Plot – 5, Block – BP, Sector -**  
**V, Salt Lake City,**  
**Kolkata – 700091.**

**Sub:**

Tender Notice No: WTL/INHOUSE/CAR/18-19/025 dated 15.03.2019

Sir,

I / we, the undersigned do hereby declare that, I / we have never ever been blacklisted and / or there were no debarring actions against us for any default in supply of material / equipments/manpower or in the performance of the contract entrusted to us in any of the Government Departments/ Central and State Public Sector Enterprises/ Autonomous Bodies.

In the event of any such information pertaining to the aforesaid matter found at any given point of time either during the course of the contract or at the bidding stage, my bid/contract shall be liable for truncation / cancellation / termination without any notice at the sole discretion of COMPANY Limited.

Yours faithfully

.....  
Signature

.....  
Name in full

.....  
Designation

.....  
Company Stamp

Dated, this .....day of .....2019

# WEBEL TECHNOLOGY LIMITED

## SECTION - H

### CAR/VEHICLE DETAILS

(Tender No. WTL/INHOUSE/CAR/18-19/025)

Sl No.	Brand/Make	Model	Quantity (No)	Registration Date

Authorized Signatory (Signature In full): \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Stamp of the Company: \_\_\_\_\_

# WEBEL TECHNOLOGY LIMITED

## SECTION - I

### NIT DECLARATION

(Bidders are requested to furnish the Format given in this section, filling the entire Blank and to be submitted on Bidder's Letter Head)

To  
**Webel Technology Limited**  
**Plot – 5, Block – BP, Sector -**  
**V, Salt Lake City,**  
**Kolkata – 700091.**

**Sub: Hiring of Chauffer driven Diesel AC and Diesel Non AC Car, (five seater including Driver), on monthly rate contract basis for drawn in favour of WEBEL TECNOLOGY LIMITED.**

Dear Sir,

We the undersigned bidder/(s) declare that we have read and examined in details the specifications and other documents of the subject Tender No. WTL/INHOUSE/CAR/18-19/025 dated 15.03.19. Hiring of Chauffer driven Diesel AC and Diesel Non AC Car, (five seater including Driver), on monthly rate contract basis for drawn in favour of WEBEL TECNOLOGY LIMITED published by Webel Technology Limited in e-Tender website.

We further declare that we have agreed and accepted all the clauses / sub-clauses / formats / terms & conditions other requirements related to the said tender and we will abide by the same as mentioned in the tender document while participating and executing the said tender.

Thanking you, we remain

Yours faithfully

.....  
Signature

.....  
Name in full

.....  
Designation

.....  
Company Stamp

Dated, this .....day of .....2019

# WEBEL TECHNOLOGY LIMITED

## SECTION - J

### PRICE BID FOR AC CAR/VEHICLE

(Tender No. WTL/INHOUSE/CAR/18-19/025)

Sl No.	Item Description	Unit	Unit Rate (Rs.)	GST Rate (%)	GST Amount (Rs.)	Total Amount (Rs.)
1	Cost (rate in Rs.) run for 2000 Km per month & 300 hours including fuel and other costs for AC Cars. (Rate to be quoted all inclusive)	LS (for 2000 Km)				
2	Cost (rate in Rs.) per hour including fuel and other costs for AC Car beyond the stipulated hour period as mentioned. (Rate to be quoted all inclusive)	Per Hour				
3	Cost (rate in Rs.) per KM including fuel and other costs of AC Car beyond the stipulated kilometer as mentioned. (Rate to be quoted all inclusive)	Per KM				

Authorized Signatory (Signature In full): \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Stamp of the Company: \_\_\_\_\_

# WEBEL TECHNOLOGY LIMITED

## SECTION - K

### PRICE BID FOR NON AC CAR/VEHICLE

(Tender No. WTL/INHOUSE/CAR/18-19/025)

Sl No.	Item Description	Unit	Unit Rate (Rs.)	GST Rate (%)	GST Amount (Rs.)	Total Amount (Rs.)
1	Cost (rate in Rs.) run for 2000 Km per month & 300 hours including fuel and other costs for Non AC Car. (Rate to be quoted all inclusive)	LS (for 2000 Km)				
2	Cost (rate in Rs.) per hour including fuel and other costs for AC Car beyond the stipulated hour period as mentioned. (Rate to be quoted all inclusive)	Per Hour				
3	Cost (rate in Rs.) per KM including fuel and other costs of AC Car beyond the stipulated kilometer as mentioned. (Rate to be quoted all inclusive)	Per KM				

Authorized Signatory (Signature In full): \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Stamp of the Company: \_\_\_\_\_

# WEBEL TECHNOLOGY LIMITED

## SECTION – P

### PROFORMA FOR PERFORMANCE BANK GUARANTEE

(On non-judicial stamp paper of appropriate value to be purchased in the name of executing Bank)

PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT –CUM-PRFORMANCE GUARANTEE

Ref ..... Bank Guarantee no.....

Date.....

#### PROFORMA OF BG FOR SECURITY DEPOSIT

KNOW ALL MEN BY THESE PRESENTS that in consideration of WEBEL TECHNOLOGY LIMITED, a Government of West Bengal Undertaking incorporated under the Companies Act, 1956 having its Registered office at Webel Bhavan, Block EP&GP, Sector V, Kolkata-700 091 (hereinafter called "The Purchaser") having agreed to accept from \_\_\_\_\_ (hereinafter called "The Contractor") Having its Head Office at \_\_\_\_\_, a Bank guarantee for Rs. \_\_\_\_\_ in lieu of Cash Security Deposit for the due fulfillment by the Contractor of the terms & conditions of the Work Order No. \_\_\_\_\_ dated \_\_\_\_\_ issued by the Purchaser for \_\_\_\_\_ (hereinafter called "the said work order \_\_\_\_\_ dated \_\_\_\_\_"). We \_\_\_\_\_ (Name & detailed address of the branch) (hereinafter called "the Guarantor") do hereby undertake to indemnify and keep indemnified the Purchaser to the extent of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only against any loss or damage caused to or suffered by the Purchaser by reason of any breach by the Contractor of any of the terms and conditions contained in the said Work Order No. \_\_\_\_\_ dated \_\_\_\_\_ of which breach the opinion of the Purchaser shall be final and conclusive.

(2) AND WE, \_\_\_\_\_ DO HEREBY Guarantee and undertake to pay forthwith on demand to the Purchaser such sum not exceeding the said sum of \_\_\_\_\_ Rupees \_\_\_\_\_) only as may be specified in such demand, in the event of the Contractor failing or neglecting to execute fully efficiently and satisfactorily the order for \_\_\_\_\_ Work Order no. \_\_\_\_\_, dated \_\_\_\_\_

(3) WE \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said order as laid down in the said Work Order No. \_\_\_\_\_ dated \_\_\_\_\_ including the warranty obligations and that it shall continue to be enforceable till all the dues of the Purchaser under or by virtue of the said Work Order No. \_\_\_\_\_ dated \_\_\_\_\_ have been fully paid and its claims satisfied or is charged or till the Purchaser or its authorized representative certified that the terms and conditions of the said Work Order No. \_\_\_\_\_ dated \_\_\_\_\_ have been fully and properly carried out by the said contractor and accordingly discharged the guarantee.

(4) We \_\_\_\_\_ the Guarantor undertake to extend the validity of Bank Guarantee at the request of the contractor for further period of periods from time to time beyond its present validity period failing which we shall pay the Purchaser the amount of Guarantee.

(5) The liability under the Guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only and will expire on \_\_\_\_\_ and unless a claim in writing is presented to us within 6 months from \_\_\_\_\_ all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities (thereinafter)

(6) The Guarantee herein contained shall not be determined or affected by liquidation or winding up or insolvency or closer of the Contractor.

(7) The executants has the power to issue this guarantee on behalf of Guarantor and holds full and valid power of Attorney granted in his favour by the Guarantor authorizing him to execute the Guarantee.

# WEBEL TECHNOLOGY LIMITED

(8) Notwithstanding anything contained herein above, our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only and our guarantee shall remain in force up to \_\_\_\_\_ and unless a demand or claim under the guarantee is made on us in writing on or before \_\_\_\_\_ all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

WE, \_\_\_\_\_ lastly undertake not to revoke this guarantee during the currency except with the previous consent of the Purchaser in writing. In witness whereof we \_\_\_\_\_ have set and subscribed our hand on this \_\_\_\_\_ day of \_\_\_\_\_.

SIGNED, SEALED AND DELIVERED

\_\_\_\_\_  
(Stamp of the executants)

WITNESS

1) \_\_\_\_\_

2) \_\_\_\_\_

(Name & address in full with Rubber Stamp)

# **WEBEL TECHNOLOGY LIMITED**

## **INSTRUCTIONS FOR FURNISHING BANK GUARANTEE**

1. Bank Guarantee (B.G.) for Advance payment, Mobilization Advance, B.G. for security Deposit-cum-Performance Guarantee, Earnest Money should be executed on the Non- Judicial Stamp paper of the applicable value and to be purchased in the name of the Bank.
2. The Executor (Bank authorities) may mention the Power of Attorney No. and date of execution in his/her favour with authorization to sign the documents. The Power of Attorney is to be witnessed by two persons mentioning their full name and address.
3. The B.G. should be executed by a Nationalised Bank/ Scheduled Commercial Bank preferably on a branch located in Kolkata. B.G. from Co-operative Bank / Rural Banks is not acceptable.
4. A Confirmation Letter of the concerned Bank must be furnished as a proof of genuineness of the Guarantee issued by them.
5. Any B.G. if executed on Non-Judicial Stamp paper after 6 (six) months of the purchase of such stamp shall be treated as Non-valid.
6. Each page of the B.G. must bear signature and seal of the Bank and B.G. Number.
7. The content of the B.G. shall be strictly as Proforma prescribed by WTL in line with Purchase Order /LOI/ Work Order etc. and must contain all factual details.
8. Any correction, deletion etc. in the B.G. should be authenticated by the Bank Officials signing the B.G.
9. In case of extension of a Contract the validity of the B.G. must be extended accordingly.
10. B.G. must be furnished within the stipulated period as mentioned in Purchase Order / LOI / Work Order etc.
11. Issuing Bank / The Bidder are requested to mention the Purchase Order / Contract / Work Order reference along with the B.G. No. For making any future queries to WTL.