

Government of West Bengal
Technical Education And Training Department
Directorate Of Industrial Training
Bikash Bhavan,(10th Floor)
Bidhannagar,Kolkata-91

TENDER NOTICE NO: 2 / 09

1. INVITATION:-

Sealed Tenders are invited by the Director of Industrial Training, West Bengal, North Block, Bikash Bhavan, Salt Lake City, Kolkata-700091 for Supply, Testing / Commissioning of Machinery, Hand tools, Instruments & Equipments, Computers & Accessories, Office Machinery etc as indicated in the enclosed tender schedule (Bill of Quantities / Schedule of Requirements) by the manufacturers / their authorised distributors in the field under the categories of workshop machinery / mechanical / electrical hand tools & Instruments / equipments / computers & accessories / office machinery etc .

2. FOR SPECIAL ATTENTION:-

All Tenderers are to note that tenders containing any deviation from the terms and conditions, specifications and other requirements are liable to be rejected. The inviting authority reserves all rights to reject any or all the tenders without assigning any reason and split up the supply, if necessary and to accept the tender whole or part. Invitation of the tender shall under no circumstances create any right legal or otherwise in favour of the tenderer in case the tender is closed, withdrawn or cancelled before issuance of purchase order nor shall the inviting authority be liable to explain the reason of such closure, withdrawal or cancellation of the tender.

3. REQUEST FOR TENDER DOCUMENT:-

Request for tender document should be submitted to the Director of Industrial Training, W.B. in writing at the above address.

4. PURCHASE OF TENDER DOCUMENTS:-

The Tender Documents shall be made available for sale from the office of the Director of Industrial Training, W.B. at the above address on production of Money Receipt of Rs 5,000/- (Rupees five thousand) only which may be obtained by depositing cash or Demand Draft in favour of Director of Industrial Training, Govt of West Bengal in cash section of the same office against request for tender documents from 25.06.09 to 20.07.09 between 11-30 p.m. to 3-30 p.m. except Saturday, Sunday and other Public Holidays. Only Manufacturers will be supplied with Tender Documents free of cost on production of Documentary Evidence.

Last date of sale of Tender Paper is 20.07.09 up to 3-30 p.m.

The tender document is not transferable.

Request for sending tender document by post shall not be entertained.

5. EARNEST MONEY ./BID SECURITY DEPOSIT:-

Earnest Money @5% of quoted amount is to be deposited by the tenderer alongwith the tender of respective tender schedule in the form of Demand Draft./Banker's Cheque/Bank Gurantee(format enclosed) from a nationalized bank preferably having a branch at the place where tenders are to be submitted which should be valid for 90 Days beyond the validity period of the tender/bid failing which the tender will be treated as cancelled / outright rejected. In case of failure to supply the material, the E.M.D. of the successful Bidder will be forefeited. The earnest money shall be forefeited in the event of withdrawal of the tender document within the original validity,once submitted or the successful bidder fails to execute necessary agreement within the period specified or for submitting false,incorrect,misleading information in the bid,mistakes(in case of bank gurantee),miscalculations,submission of copies of instrument of bid security instead of the original will result in rejection of the bid/tender.Exemption from depositing Earnest Money in terms of existing Govt order may beconsidered if the request is supported with necessary documents in original.EarnestMoney deposit will be released on request by the unsuccessful tenderer,after finalizationof the tender and in case of successful tenderer,it will be released only after acceptanceof the consignment by the consignee. No interest on E.M.D. is admissible.

6. LANGUAGE OF TENDER:-

The tender shall be submitted in the prescribed form in English.All papers and correspondences in connection with the tender shall be in English.

7. VALIDITY:-

The validity of the offer shall be upto **31.03.2010**.

8. SCOPE OF WORK:-

Supply ,Testing / commissioning of Machinery, Hand tools, Instruments & Equipments,Computers&Accessories ,Office Machinery etc as per enclosed Tender Schedule(Bill of quantities / Schedule of requirements). Supply ,Testing and commissioning is to be made at the Consignee's place as per Purchase Order.

9. SUBMISSION OF TENDER:-

Tender must be submitted at the office of Director Of Industrial Training,W.B.at the **above address in sealed cover superscribing " TENDER FOR SUPPLY , Testing\ COMMISSIONING of Machinery, Hand tools, Instruments & Equipments,Computers & Accessories ,Office Machinery etc against Tender Notice No: 2 / 09 and DO NOT OPEN BEFORE 21.07.09 AT 12-30pm"** in bold letters and shall be deposited in tender box allotted for the purpose.

Late Tenders shall be returned to the Bidders/Tenderers unopened.
All the tenders must be accompanied by current-

- (a) Income Tax clearence certificate
- (b) Sales tax clearence certificateof state and /or central as applicable.
- (c) Professional tax clearence certificate.
- (d) Trade licence/Valid Authorisation of Distributorship from Manufacturer.
- (e) Past experience for undertaking similar type of work.
- (f) VAT registration number.

If the cover is not sealed & marked properly as above no responsibility will be assumed for any misplacement of the tender or premature opening of the envelope or parcel.

No arrangement will be made to collect tender from any delivery point other than specified in the Tender Notice.There will not be any liability / responsibility of the Tender Inviting authority for Late receipt / Non-receipt / Misplacement for any reason for Tenders sent by Post.

All papers submitted with the tender must be serially numbered. Quotations submitted are to be written in ink neatly or to be typed without overwriting / illegible writing. Wording figures must be sufficiently clear in the quotation paper. No change in the Tender Schedule will be accepted. Rate must be quoted in the format provided in the Tender Schedule. Literatures/Catalogues etc. should be enclosed. However, Tenderer if necessary may attach supplementary information.

Correction or any other changes must be initialled by the person signing the contract. Tender will be received at the office of The Director Of Industrial Training, W.B. on all working days from 25.06.09 to 20.07.09 between 11-30a.m. to 3-30p.m. and upto 12-00 Noon on 21.07.09. Tenders received late for any reason will not be considered. Telephonic tender will not be entertained.

10. OPENING OF TENDER:-

Tender will be opened on 21.07.09 at 12-30p.m. at the above office of the Director of Industrial Training, W.B. in presence of the intending tenderers / their representatives, if any. If for any administrative reason the date of opening of the tenders be a declared holiday, the tender will be opened on the next working day at the same time and place.

11. EVALUATION OF TENDER:-

- i) The purchaser will evaluate and compare the quotations determined to be satisfactorily responsive i.e. the quotations which conform to the Laid Down terms and conditions and specifications.
- ii) The quotations would be evaluated separately for each item.

12. DELIVERY:-

Delivery of the consignment is to be made at the consignee's place within the stipulated date as will be mentioned in the purchase order and the same has to be tested / commissioned there.

Schedule of Delivery / Completion of Commissioning / Installation shall be 90 days from the Date of issue of Purchase Order and no further extension of delivery Date may be allowed.

13. ELIGIBILITY CRITERIA:-

Offers for Machinery, Hand tools & Instruments, Computers & Accessories, Office Machinery etc will be accepted only from the reputed manufacturers or their authorised distributors in the field under the category of workshop machinery, mechanical / electrical hand tools and Instruments / equipments, computers & accessories / office machinery etc. and intending tenderer must have to produce the clientele list he served during last 03(three) years with documentary evidence.

The tenderer should have the necessary technical, production and financial capability to successfully execute the contract and must have a minimum asset turnover of Two Times the Quoted Value per annum and documentary evidence in support of the same must be enclosed in the Tender.

14. PRICE:-

All tender price shall be quoted for delivery upto the consignee's point inclusive of all charges (taxes, freight, duties etc). The rate should be quoted inclusive of packing, installation and commissioning charges also in addition to the above in case of **Machinery & Equipment**. The prices quoted shall be written both in figures and words.

Correction if any shall be made by crossing and initialling with date and re-writing. In case of conflict between the figures words latter will prevail.

Where there is a discrepancy between the unit and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will prevail.

The rates quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account. Each Bidder shall submit one quotation only. Conditional Discounts in the Price offered by the Bidder will not be entertained. The prices shall be quoted in **Indian rupees only**.

15. ACCEPTANCE OF MATERIAL / INSPECTION / QUALITY ASSURANCE:-

After issuance of purchase order in favour of successful tenderer, the latter has to make necessary arrangement for inspection and testing of the consignment by the tender inviting authority i.e. Director of Industrial Training, W.B. or his representative. The Inspected cleared consignment along with the test certificate in original from the manufacturer will be accepted by the consignee at the consignee's place.

16. SECURITY DEPOSIT/PERFORMANCE SECURITY:-

Before placement of the confirmed purchase order, the successful tenderer will have to submit the security deposit @ 5% of the total price in the form of Demand Draft drawn on any nationalized bank payable to Director of Industrial Training, West Bengal OR Bank Guarantee acceptable to the purchaser (format enclosed). The purchase order will be issued only on submission of the same. The Security Deposit shall be valid till 90 days after the date of expiry of defect liability period or Guarantee/Warranty period as the case may be. The Security Deposit shall be refunded after the expiry of Guarantee/Warranty period or the defect liability period. The performance Security shall be forfeited in case any terms and conditions of the contracts are infringed or the Bidder fails to make complete supply satisfactorily or complete the work within the delivery period / completion period agreed in the contract without prejudice to the purchaser's right to take further remedial actions in terms of the contract or bidding documents which formed part of the contract.

17. PAYMENT:-

- (a) No additional charges will be paid other than the quoted price.
- (b) 100% after completion of delivery, acceptance of consignment by the consignee, successful testing / commissioning.

18. GURANTEE:-

The guarantee shall be for a period of 12 months from the date of acceptance. The tenderer shall remain responsible without cost to buyer for all defects in materials/spares and workmanship which may develop in normal use and which have been called to the attention of the successful Tenderer. Prior to expiry of guarantee period, it will be the responsibility of the tenderer to take up the matter with their respective manufacturers for fulfilment of the guarantee provisions. In case of failure on the part of the tenderer to remedy the defects/replace the materials within reasonable period (30 days) in spite of due intimation by the Director of Industrial Training, W.B. D.I.T., W.B. reserves the right to remedy the defects / replace the materials at the cost and responsibility of the tenderer without further notice and the same shall be deducted from his security deposit. In addition normal warranty as provided by the original equipment manufacturer has to be extended.

19. LIQUIDATED DAMAGES:-

Liquidated Damages shall be levied in case of delay in the delivery of goods or completion of Works and shall be levied at the rate of 2% per month of delay or part thereof. Liquidated Damages will be subject to a ceiling of 10% of the contract price and shall be levied by way of Pre-estimated damages and not by way of penalty.

20. INSURANCE:-

The Goods/Works under supply must be fully insured against any loss or damages during transit or storage or during construction.

21. FORCE MAJEURE:-

There could be circumstances/events where the supplier/contractor may not be in a position In spite of his best efforts, to meet the delivery/ completion schedule due to events beyond their control and not foreseeable such as wars, or revolutions, fires,floods, epidemics,natural calamities,quarantine restrictions and freight embargo etc. In such cases suitable delivery extentions based on merit of the case may be granted for arranging the delivery of goods or completion of works.Also the supplier shall not be made liable for forfeiture of performance security,liquidated damages or termination of contract as per provisions made in the contract elsewhere.

22. PATENT RIGHTS:-

The supplier/contractor should have proper and valid licence / right to the use of and/ or supply the product/ services for their design,material or manufacturing and it's patent, trademark or industrial design rights in the purchaser's country. The supplier/contractor should safeguard the interest of the purchaser from any third party claim towards the infringement of same and indemnify the purchaser.

23 . LAWS GOVERNING THE CONTRACT:-

- i)The contract shall be governed by the laws of the Union of India in force.
- ii)The courts of the place, from where the acceptance of tender has been issued, shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.
- iii) Irrespective of the place of delivery, the place of performance or place of payment under the contract or the place of issue of advance intimation of acceptance of tender, the contract shall be deemed to have been made at the place from where the acceptance of the tender has been issued.

24. ARBITRATION:-

In the event of any question, dispute or difference arising under the contract conditions of Contract, or any special conditions of contract, or in connection with the contract(except as to any matters the decision of which is specially provided for by these or the special conditions) the same shall be referred to the sole arbitration of an officer , from the Government Department other than the department which decided the contract as per prevailing norms of Govt of West Bengal , having sufficient knowledge of law , appointed to be the arbitrator of the purchaser. The decision of the arbitrator shall be final and binding on both the parties to this contract.

In the event of the arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, it shall be lawful for the purchaser to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.

It is further a term of the contract that no person other than the person appointed by the purchaser as aforesaid should act as arbitrator and if for any reason that is not possible, The matter is not to be referred to arbitration at all.

Arbitrator may, from time to time, with the consent of all parties to the contract enlarge the time for making the award.

In pursuance of a reference, the assessment of the costs incidental to the reference and award respectively shall be at the discretion of the arbitrator.

Subject to the aforesaid, the Arbitration and Reconciliation Act, amended up to date and the rules thereunder and any statutory modification thereof for the time being in force shall be deemed to apply to the Arbitration proceedings under the clause.
The arbitrator shall be requested to give reasoned award.

The venue of arbitration shall be the place from which formal Acceptance of Tender is issued or such other place as the purchaser at his discretion may determine.

25. FRAUD AND CORRUPTION:-

The Bidders, Suppliers, Contractors and their Subcontractors and Consultants in the contracts require to observe the highest standard of ethics during the procurement and execution of this contract by not being engaged in Corrupt, fraudulent, collusive, coercive or obstructive practice as generally defined. Non Compliance of the above will lead to rejection of proposal for award/declaring a firm or individual ineligible etc even for future bidding.

26. AWARD OF CONTRACT:-

The purchaser shall award the contract, within the validity period of tenders, to the bidder who meets the tender conditions in all aspects, has the necessary technical and production capabilities and financial resources and whose bid is substantially responsive to the tender conditions and has offered the lowest evaluated cost. The purchaser can, if so desired, depute a team of 3-4 technical experts to the premises of manufacturer to whom the contract is proposed to be awarded to satisfy itself that the manufacturer has the capability to produce the required quality. The terms of the accepted offer shall be incorporated in the purchase order.

27. SIGNING of CONTRACT:-

27.1 At the same time as the Purchaser notifies the successful bidder that its bid has been accepted, the Purchaser will send the bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.

27.2 Within 21 days of receipt of the Contract Form, the successful bidder shall sign and date the Contract and return it to the Purchaser.

28. INCIDENTAL SERVICES:-

The supplier shall be required to provide any or all of the following services, including additional services, if any, free of cost:

- (a) performance or supervision of the on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this Contract; and
- (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.

29. SPECIAL TERMS AND CONDITIONS:-

While tenders are under consideration, tenderers and their representatives or other interested parties shall refrain from contacting by any means any persons or representatives of the buyer on matters relating to the tender under study. The buyer if necessary may request for clarification of tender in writing. After the public opening of the tenders, informations relating to examination, clarification and evaluation of tenders and recommendations concerning awards shall not be disclosed to bidders or other persons not officially concerned with this process until the successful bidder is notified of the award of the contract.

-S/D-
Director of Industrial Training
West Bengal

Encl: i) Tender Schedule No:- A,B,C,D,E/1,E/2,F,G,H,I,J,K,L,M,N,O,P,Q,R/1,R/2,R/3,R/4,R/5,R/6,R/7,R/8,
S/1,S/2,S/3,S/4,T/1,T/2,U/1,U/2,U/3,V/1,V/2,V/3,W/1,W/2,W/3,X/1,X/2,X/3,X/4,Y/1,Y/2,Z/1,Z/2,Z/3,
AA/1,AA/2, AA/3, AB/1, AB/2, AB/3, AC/1, AC/2, AD.

- ii) Contract form
- iii) Bank Gurantee Format for Performance Security
- iv) Bank Gurantee Format for Bid Security
- v) General Technical Specification

Government of West Bengal
Technical Education & Training Department
Directorate of Industrial Training
Bikash Bhawan,(10th floor),North Block,
Bidhannagar, Kolkata – 700 091.

5A- 1/110/TENDER/07/ 1032

Dt.12.06.09

To
The Director of Information
Directorate of Information and
Cultural Affairs,
Govt. of West Bengal,
Writers' Buildings,
Kolkata – 700 001.

Sub: Publication of NOTICE INVITING TENDER for procurement of Machinery ,Hand Tools & Instruments/Equipments/Computers& Accessories, Office Machinery etc etc for ITI s, ITCs being upgraded into ITI s / running of S.C.V.T. as autonomous body / setting up of Language Lab etc in West Bengal.

Sir,

I am enclosing a MATTER for publication in 3(three) important national public dailies in English, Hindi and Bengali as a DISPLAY “ADVERTISEMENT ” with a request to ensure spacious publication as the matter is related to “ NOTICE INVITING TENDER” for supply testing/commissioning of Machinery ,Hand Tools & Instruments/Equipments/Computers& Accessories, Office Machinery etc for wide circulation among the prospective bidders. It is also requested that the matter may be published in the official web sites of Govt of West Bengal.

This should be treated as MOST URGENT as it would be necessary to obtain sanction of government after completion of prescribed norms within a stipulated date.

Thanking you,

Yours faithfully,
-S/D-
Director of Industrial Training
West Bengal

Encl: a/s

Government of West Bengal
Technical Education & Training Department
Directorate of Industrial Training
Bikash Bhawan,(10th floor),North Block,
Bidhannagar, Kolkata – 700 091.

WEST BENGAL GOVERNMENT TENDER

Sealed Tenders are invited by the Director of Industrial Training, West Bengal, North Block, Bikash Bhawan, Salt Lake City, Kolkata-700091 for supply, testing/ commissioning of Machinery ,Hand Tools & Instruments/Equipments / Computers& Accessories ,Office Machinery etc by the manufacturers / their authorised distributors in the field under the categories of workshop machinery,mechanical / electrical hand tools and Instruments/equipments/computers& accessories, office machinery etc .

Tender Documents may be collected from the above address on payment of Rs.5000=00(Rupees five thousand) only in cash or Demand Draft in favour of Director of Industrial Training, Govt of West Bengal on all working Days between 11-30 A.M. to 3-30 P.M. from 25.06.09 to 20.07.09. Last date and time for submission of Tender is 21.07.09 Upto 12-00 Noon. The same shall be opened on 21.07.09 at 12-30 P.M.

Manufacturers will be supplied with the Tender Documents free of cost. The Tender Documents will also be made available in the official web site- www.wbtet.nic.in which may be down loaded and in this case the Authorised Distributor should submit the Tender with the requisite cost of Tender Document mentioned above.

-S/D-
DIRECTOR OF INDUSTRIAL TRAINING
WEST BENGAL

GENERAL TECHNICAL SPECIFICATIONS

1.0 INTENT OF SPECIFICATION

These specifications are intended to cover manufacturing, testing, supply, transport to Consignee I.T.I.s in West Bengal , testing/ commissioning /installation of the Machinery/ Hand Tools/Instruments/Equipments/Computers& Accessories/Office Machinery as indicated in clause 2.1 below and other incidental services.

2.0 SCOPE OF WORK:

2.1 Supply

The scope of supply of the Machinery / Hand Tools / Instruments / Equipments /Computers& Accessories / Office Machinery shall include Testing/ Commissioning / Installation of each of the items as the case may be mentioned under the Tender Schedules at each of the consignee's site. The scope also includes demonstration and customer training at each of the consignee's sites.

2.2 The scope of work shall be deemed to include all activities which may not have been explicitly mentioned but are reasonably implied for the successful completion of the work for which these specifications are intended.

3.0 GENERAL REQUIREMENTS

All the Mechanical, Electrical and other Measuring/Testing equipment operating in non-air conditioning environment should be suitable for working in 50° C ambient temperature and 90% relative humidity.

3.1 Bidder shall indicate site preparation details such as room dimensions, operating temperature relative humidity type and number of power sockets and any other requirements for the equipment offered. (Electronic, Electrical, Mechanical equipment)

3.2 All the equipments shall be suitably protected, coated , covered or boxed and crated to prevent damage or deterioration during transit, handling and storage at site till the time of commissioning. While packing all the materials, the limitations from the point of view of availability of railway wagon sizes, in India should be taken into account. The contractor shall be responsible for any loss or damage during transportation, handling and storage due to improper packing.

4.0 Equivalency of Standards and Codes

Where reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest current edition or revision of the relevant standards or codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

5.0 EXCLUSIONS

Following are excluded from bidders scope:

Civil Works, Air conditioning (if required) and Electric power supply.

CONTRACT FORM

THIS AGREEMENT made theday of....., 20... Between The Director of Industrial Training, Department of Technical Education & Training, Government of West Bengal, 10th floor, North Block, Bikash Bhavan, Salt Lake City, Kolkata-91. for and on behalf of the Governor of West Bengal (hereinafter called "the Purchaser") of the one part and (*Name of Supplier*) having its registered office at (Address of the supplier), (hereinafter called "the Supplier") of the other part :

WHEREAS the Purchaser is desirous of procuring certain Machinery/ Hand Tools & Instrument /Equipments / Computers & Accessories/Office Machinery etc and ancillary services viz., (*Brief Description of Machinery/ Instrument/ Equipments & Hand Tools / Computers & Accessories/Office Machinery etc and Services*) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of (*Contract Price in Words and Figures*) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Tender Schedule submitted by the Bidder
 - (b) the General Technical Specifications
 - (c) the TENDER Notice NO-2 / 09
indicating General & Special Conditions of Contract
 - (d) the Purchaser's Notification of Award
 - (e) the performance statement of the supplier
 - (f) the Earnest Money deposit/Bid Security
 - (g) the Security deposit/Performance security
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services 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.

Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:

SL NO	BRIEF DESCRIPTION OF GOODS & SERVICES	QUANTITY TO BE SUPPLIED	UNIT PRICE	TOTAL PRICE	DELIVERY TERMS
TOTAL VALUE:					
DELIVERY SCHEDULE:					

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

Signed, Sealed and Delivered by the

said The Director of Industrial Training, Department of Technical Education & Training, Government of West Bengal, 10th floor, North Block, Bikash Bhavan, Salt Lake City, Kolkata-91 (For the Purchaser)

in the presence of:.....

Signed, Sealed and Delivered by the

said (For the Supplier)

in the presence of:.....

BANK GURANTEE FOR BID SECURITY

Whereas (*name of the Bidder*), hereinafter called the “bidder”, has submitted its bid dated (*date of submission of bid*) for the supply of (*name and/or description of the goods*), hereinafter called “the Bid”.

KNOW ALL PEOPLE by these presents that WE (*name of Bank & Branch*) of , having our registered office at (*address of Bank Branch*), hereinafter called “the Bank”, are bound unto The Director of Industrial Training, Department of Technical Education & Training, Government of West Bengal, 10th floor, North Block, Bikash Bhavan, Salt Lake City, Kolkata-91 (*name of Purchaser*) (hereinafter called “the Purchaser”) in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 20__.

THE CONDITIONS of this obligation are:

1. If the Bidder
 - (a) withdraws its Bid during the period of bid validity specified by the Bidder in the Tender Documents/Notice Inviting Tender/Instructions to Bidders.
 - (b) submits false, incorrect, misleading information in the bid.
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
 - (a) fails or refuses to execute the Contract Form within the stipulated time if required in the Tender Documents/Notice Inviting Tender/Instructions to Bidders.
 - (b) fails or refuses to furnish the performance security/security deposit, in accordance with the Tender Documents/Notice Inviting Tender/Instructions to Bidders.
 - (c) fails to execute the order within the stipulated time and in accordance the specifications mentioned in the Tender Documents/Notice Inviting Tender/Instructions to Bidders/Purchase order.

we undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty five (45) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the Authorised person of the Bank)

Note: The bank guarantee [submitted by the Bidder] should be executed on stamp paper in accordance with The Stamp Act. The Stamp Paper should be in the name of executing bank.

BANK GURANTEE FOR PERFORMANCE SECURITY

To: The Director of Industrial Training, Department of Technical Education & Training, Government of West Bengal, 10th floor, North Block, Bikash Bhavan, Salt Lake City, Kolkata-91 (Name of Purchaser)

WHEREAS
.....(Name of Supplier)
hereinafter called "the Supplier" has undertaken , in pursuance of Contract (Notification of Award) No..... dated,..... 20... to supply.....
.....(Description of Goods and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract/ Notice Inviting Tender/Instructions to Bidders that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract/ Notice Inviting Tender/Instructions to Bidders/Purchase order.

AND WHEREAS we.....(name of Bank & Branch) having its registered office at (address of Bank Branch) have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of.....20.....

Signature and Seal of authorized signatory on behalf of the bank

Date.....20....

Address of the Bank Branch

.....
.....

Note: The Bank Guarantee [submitted by the bidder] should be executed on stamp paper in accordance with provisions of Indian Stamp Act. The stamp paper should be in the name of the executing Bank.