

**West Bengal Comprehensive Area Development Corporation
(Under Panchayat & Rural Dev. Dept., Govt. of West Bengal)
Boinchi Project
P.O.-Boinchi, Dist.-Hooghly. Phone & Fax-03213 269259**

Memo No. 019/11/14/09/ 720

Dated. 28.10.2014

NOTICE INVITING TENDER No.03 (SSI)/2014-15 (2nd Call)

Sealed Tenders in WBCADC form no.102 are invited by the Officer-in-charge, Boinchi Project on behalf of the West Bengal Comprehensive Area Development Corporation in two fold Envelop system (i.e. Techno Commercial Bid & Price Bid) from the bonafide and resourceful suppliers for execution of the following works as detailed below. **(The intending tenderers will have to download the tender documents through the website www.wbprd.nic.in/www.wbprd.gov.in from latest tender).**

- 1a. Name of the work: **Supply of 1) DWT Canvas, 2) Jute Twine.**
- b. Location of site:- **WBCADC, Boinchi Project. PO. Boinchi. Dist. Hooghly.**
- c. Estimated value of the work: **Rs.1609000.00 (Rupees sixteen lakh nine thousand) only.**
- d. Cost of tender documents : **Rs.1050.00 (Rupees one thousand and fifty) only.**
In the shape of Demand Draft/Banker's Cheque issued from any Nationalized/Scheduled Bank in favour of WBCADC, Boinchi Project.
Payable at SBI, Boinchi Branch.
- e. Earnest Money to be deposited: **Rs.32500.00 (Rupees thirty two thousand five hundred) only.**
In the shape of Demand Draft/Banker's Cheque issued from any Nationalized/Scheduled Bank in favour of WBCADC, Boinchi Project
Payable at SBI, Boinchi Branch.
- f. Time for completion of work: **15 (fifteen) days from the date of supply order.**
- g. Date of publication of N.I.T. in website : **30.10.2014**
- e. Last date and time limit for submission of Tenders.(off line) :- **14.11.2014 up to 2.00p.m.**
- f. Date and time for opening of Tenders.(Techno commercial bid): **14.11.2014 at 2.30p.m.**

2. The Tender documents and other relevant particulars may be seen by the intending tenderers on any working day between 11.30 am to 3.30 p.m. in the Notice Board of this office at Boinchi Project as well as in the website www.wbprd.nic.in/www.wbprd.gov.in on and from..30.10.2014.to.14.11.2014.up to 11.30A.M.

However, the intending tenderers will have to collect the tender documents by downloading only through the website stated above. No tender documents will be issued to any tenderer from this office under any circumstances.

3. Tender documents shall consist of:-

- a. This Notice Inviting Tender hereinafter will be referred to as the Tender Notice.
- b. WBCADC Form No.102 hereinafter will be referred to as the tender form.
- c. Instruction to Bidders (SECTION-A)
- d. Pre-qualification application (SECTION-B), Form-I)
- e. Affidavit ("X") (SECTION-B)
- f. Schedule of work (SECTION-D). As attached.
- g. Technical specification of the work (Section-E)

4.a)For participating in the above tender, the cost of tender documents(Tender fees)are to be submitted as mentioned in Sl.No.1(d) of this N.I.T. in the shape **Demand Draft/Banker's cheque issued from any Nationalized/Schedule Bank** in favour of WBCADC,Boinchi Project, payable at Boinchi. **No Cash payment for the purpose will be allowed.** **Such demand draft/Baker's cheque towards cost of tender documents should be submitted by the tenderers in statutory cover under technical proposal. Cost of tender documents (tender fees) is non refundable.**

b) Each tenderer shall submit tender documents duly filled up in a specified box kept in, Boinchi Project, at...Hooghly .within the date and time mentioned herein earlier in Sl.No.-1 (h) of this N.I.T.

5. Each Tender will have to deposit earnest money of the amount specified in Sl. No. 1(e) of this N.I.T. in favour of WBCADC,Boinchi Project in the form of Demand Draft/Banker's cheque on any Nationalized/Schedule Bank payable at Boinchi which must be accompanied with the tender (statutory cover). In cover of non submission of earnest money authenticated copy/copies of documentary evidence/Govt.order etc. in support of the entitlement of the tenderer for exemption to deposit any earnest money for participating in tender should invariably be submitted failing which the tender will be treated as informal and liable to be rejected.

6. Eligibility criteria for participation in the tender.

6.1 The intending tenderers will have to submit documentary evidence to prove their past experience and capabilities for execution of similar type of work as well as financial resources such as Bank Guarantee/Audited Balance sheet of previous year or any other proof of financial capacity. Credentials for minimum Rs 1000000.00 (Rupees ten lakhs) Only for a single work executed and completed under any Govt./Semi-Govt. Organisation during last three years will have to be submitted along with the tender.

(Non statutory documents)

6.2. In case if it is found that the tenderer is not technically equipped for execution of the work. The offer submitted by him will be treated as cancelled. **The decision of the Tender Evaluation Committee (TEC) in this regard is final & binding to the tenderers.**

6.3. Income Tax Acknowledgement Receipt for the latest Assessment Year,P.Tax,Deposit Challan for the year 2014-15,Pan Card, VAT Registration Certificate are to be accompanied with the Technical Bid Documents.

(Non statutory documents)

6.4. Registered Partnership Deed for Partnership Firm is to be submitted. The company shall furnish the Article of Association and Memorandum. Where an individual person signs the tender in his own name against the company or the firm which he happens to be a director or partner, such individual person shall, while submitting any tender for and on behalf of such company or firm, invariably **submit a copy of registered power of attorney showing clear authorization in his favour**, by the rest of the directors of such company or the partners of such firm, to submit such tender.

(Non statutory documents)

6.5. Registered Unemployed Engineer's Co-operative Societies/Labour Co-operation Societies are required to furnish valid Bye Law, Current Audit Report, Minutes of last A.G.M. along with other relevant supporting papers.

(Non statutory documents)

7. The selected tenderer will have to keep him in readiness to complete the work within the target rate as directed by the authority fully understanding that the time will be the essence of the contract. The contractor will have to take up the work as directed by the Project authority within 7(seven) days from the date of receipt of work order from the Project authority and complete the same within the target date as fixed by the Project authority, failing which the department will have the every right to take appropriate action and to execute the work as per the relevant clauses of the printed tender form. The decision of the Project authority in this respect would be final and binding to the contractor. In case the contractor fails to commence the work within the specified time of 15(fifteen) days from the date of issue of supply order. Project authority has the right to terminate his tender and cancel the supply order along with forfeiture of earnest money deposited by the contractor, if so deemed necessary.

8. No mobilization advance will be allowed under any circumstances.

9. No interest on earnest money deposited by the tenderer and the security deposit (which will be deducted from the bill of the supplier) will be allowed under any circumstances.

10. No claim, whatsoever, for delaying payment if any will be entertained. Bidders are requested to quote their rate accordingly.

11. Conditional/in complete tender will not be accepted under any circumstances.

12. Bids shall remain valid for a period not less than 120(one hundred twenty) days from the last date of submission of Financial Bid. If the bidder withdraws the bid during the validity period of bid, the earnest money as deposited will be forfeited forthwith without assigning any reason thereof.

13. During scrutiny, if it comes to the notice of the tender inviting authority that the credential or any other paper found incorrect/manufactured/fabricated, that bidder would not be allowed to participate in the tender and that application will be rejected without any prejudice.

14. The undersigned, reserves the right to cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.

15. Before issuance of the work order, the tender inviting authority may verify the credential and other documents of the lowest tenderer if found necessary. After verification if it is found that the documents submitted by the lowest tenderer is either manufactured or false in that case work order will not be issued in favour of he said Tenderer under any circumstances.

16. If any discrepancy arises between two similar clauses on different notification, the clause as stated in later notification will supersede former one in following sequence:-

- a) Tender form (WBCADC Form No.102)
- b) N.I.T.
- c) Technical Bid and
- d) Financial Bid

17) Administrative Secretary,WBCADC/Officer-in-charge, Boinchi Project will play the role of Project Engineer/Project Director/Dy.Project Director,WBCADC for imposition of different clauses and for other works narrated in enclosed Tender Form.

18. Qualification Criteria:

The tender inviting and Accepting Authority through a “Tender Evaluation Committee” will determine the eligibility of each bidder. The bidders shall have to meet all the minimum criteria regarding:

- a) Financial Capacity
- b) Technical Capability
- c) Experience/Credential

The eligibility of a bidder will be ascertained on the basis of the document(s) in support of the minimum criteria as mentioned in (a),(b) & (c) above and the declaration executed through prescribed affidavit in non-judicial stamp paper of appropriate value duly notarized, if any document submitted by a bidder is either manufactured or false, in such cases the eligibility of the bidder/tenderer will be rejected at any stage without any prejudice.

19. No. Price preference and other concession will be allowed.

20. Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in “instruction to bidders” stated in Section-‘A’ before tendering the bids.

21. On receipt of intimation from the appropriate authority, earnest money deposited by the unsuccessful tenderers will be refunded from the office of the undersigned. The earnest money of the tenderers other than 03(three) lowest tenderers will be refunded within 10(ten) days after the comparative statement of rates obtained has been prepared checked and approved by the competent authority. The earnest money of 02(two) lowest tenderers out of 03(three) will be refunded within 07(seven) days after issuance of supply order to the lowest tenderers.
22. In case of successful tenderers, the deposited earnest money will be refunded from the office of the undersigned, after successful completion of work in all respect.
23. The intending bidders shall clearly understand that whatever may be the outcome of the present invitation of bids, cost of bidding shall not be reimbursed by the Corporation. The undersigned reserves the right to accept or reject any offer without assigning any reason whatsoever and is not liable for any cost that might have been incurred by any tenderer at the stage of bidding. Cost of tender documents (tender fees) submitted by the participant tenderers are non-refundable.
24. It must clearly be understood that the value of work and quantity of works as indicated in Sl. No.(c) and in the departmental schedule are approximate only and may be appreciably decreased/increased at the desires of the Project Authority during the actual execution. The contract shall remain unaffected by such deviation.
25. If the day on which the tender is due has been or is declared a closed holiday of Government offices under the Govt. of West Bengal, the offer shall remain open for acceptance till the same hour of the next working day.
26. Canvassing in connection with the tender is strictly prohibited and the tenderer who resorts to this will render his tender liable to rejection.
27. Tenderers should also study carefully the content of N.I.T. and other tender documents before submission of the tender in order to be conversant with the provision stipulated in the N.I.T., Tender form, technical specification etc. Subsequent ignorance of terms and conditions of the N.I.T. and other tender documents shall not constitute a ground for preferring a claim of any nature.
28. This N.I.T. will form a part of the contract.

Sd/-
OFFICER-IN-CHARGE
WBCADC, Boinchi Project

Memo No. 019/11/14/09/ 720

Date:28.10.2014

Copy forwarded for information and wide circulation to:-

1. The District Magistrate, Hooghly
2. The Savadhipati, Hooghly Zilla Parishad.
3. The Project Director, DRDC, Hooghly Zilla Parishad
4. The Administrative Secretary, WBCADC, Kolkata-13.
5. The District Engineer, Hooghly Zilla Parishad.
6. The OIC, WBCADC (Engg. Cell), Kolkata-14.
7. The Savapati, Pandua Panchayat Samity.
8. The Executive Engineer, Agri Irrigation Hooghly District.
9. The Branch Manager, State Bank of India, Boinchi.Branch.
10. The Post Master, Boinchi Post Office.
11. The Jr. Accountant, Boinchi Project.
12. Officer-in-charge, WBCADC, Kalna-II Project.
13. The Convener, Project Level Tender Committee
14. Office Notice Board, Boinchi Project.

Sd/-
OFFICER-IN-CHARGE
WBCADC, Boinchi Project.

Section- A

INSTRUCTION TO BIDDERS

A. General guidance for Tendering

Instructions/Guidelines for submission of the tenders have been annexed for assisting the tenderers to participate in Tendering.

A.1. Collection of tender documents

a) The tender documents should be downloaded through the website www.wbprd.nic.in/ www.wbprd.gov.in from the latest tender only. No hard copies in this regard will be provided by this office.

b) Submission of Tenders:

The Tenders are to be submitted in original i.e. downloaded copies (off line) in sealed envelope as described below:

The Tenderers should submit their tenders in the place mentioned in sl.no.4(b) of this NIT in the Form of two envelop system before the specified date & time mentioned in sl.no.1(h) of this NIT in the manner described herein under without which the tender is liable for rejection.

A.1.1. Technical Proposal:

The Technical proposal should contain the followings in two covers (folders).

A.1.1.1. Statutory Cover Containing the following documents : A. Technical Document

(i) Prequalification Application) Sec.B.Form-I)

ii) Demand Draft/Bankers Cheque towards earnest money (EMD) as prescribed in the NIT (sl.No.1(e) drawn in the favour of WBCADC, Boinchi Project payable at Boinchi.

In case of non submission of earnest money authenticated copy/copies of documentary evidence/Govt.order etc.on support of the entitlement of the tenderer for exemption to deposit any earnest money for participating in tender should invariably be submitted failing which the tender will be treated as informal and liable to be rejected.

iii) Demand Draft/Bankers Cheque towards the cost of tender documents(Tender fees) as prescribed in the NIT (sl.no.1(d) drawn in favour of WBCADC, Boinchi Project payable at Boinchi.

iv) Tender form (WBCADC Form no.102 & NIT

v) Special terms & conditions.

vi) Technical specification of the work

Vii) Instruction of bidders.

B. Non-statutory Cover containing the following documents:

- (i) Attested copy/copies of Professional Tax(PT)deposit receipt challan for the financial year 2014-15, Pan card, IT. Saral for the latest Assessment year, VAT Registration Certificate.
- (ii) Attested copy/copies of Registration Certificate under Company Act.(if any).
- iii) Registered Partnership Deed/Article of Association & Memorandum.
- iv) Registered Power of Attorney (For Partnership Firm/Private Limited Company,
- v) Registered Clearance Certificate for the Current Year issued by the Assistant Register of Co-Operative Society (ARCS) bye laws are to be submitted by the Registered Labour Co-operative Society/ Engineers' Cooperative Society,
- vi) Proof of financial soundness/capacity from Bank or audited balance sheet of previous year or any other proof of financial capacity.
- vii) Proof of technical soundness, completion certificates of work executed in last 03 yrs.
- viii) Affidavit (Ref.-format shown in "X", Section-B)
- ix) List of technical staff along with structure and organisation (Section-B, Form-II).

N.B.:- Failure of submission of any of the above mentioned documents as stated in Sl.No. A.I.I.I. and Sl.No.B' will render the tenderer liable to be rejected for both statutory & non statutory cover.

Both the statutory and non-statutory cover shall be duly sealed and then be put in a large envelope sealed and super scribed with Envelope-I (Technical Proposal).

A.1.2. FINANCIAL PROPOSAL.

A.1.2.1. The financial proposal should contain the following document in one cover(folder) i.e. schedule of work.

The cover the Financial proposal shall be duly sealed and super scribed with Envelope-II(Financial Proposal)

Both the sealed Envelops for Technical & Financial Proposal should then be put in a larger 3rd Envelope which should be properly sealed and on which should be super scribed the name of the work and the name of the tender.

Each and every page of tender documents to be submitted along with the tender from as mentioned above shall be duly signed by the tenderer with official seal failure of which the tender shall be liable for rejection.

The tenderer is requested to quote strictly as per the terms and conditions, specification, standards given in the tender document and not to stipulate any deviations. However deviations, if unavoidable, should be indicated in a separate sheet indicating the back ground against which the deviations are taken.

The rate to be quoted in the Schedule of work under Financial Bid. In case quoting any rate in Tender Form (WBCADC Form No.102), the tender is liable to be summarily rejected.

RATES TO BE QUOTED

The tenderer should quote in English both in figures as well as in words the rate and amount tendered by him and in such a way that interpolation is not possible.

Filling of tender form and other documents shall clearly and legibly; be written and whole writing must be by the hand of person signing tender and with same pen and ink. Failure to do so makes the tender invalid. Erasing or overwriting shall not be allowed. Correction of the said writing should be avoided and if this becomes unavoidable, the entire quotation and not a portion only shall be scored out and signed by the tenderer in token of such cancellation. A fresh quotation shall then be written correctly.

Addenda to this tender document if issued must be signed and submitted along with the tender document. The tenderer should write clearly the revised quantities in 'Schedule of Supply' of Tender document and should price the work based on the revised quantities when amendment for quantities are issued in addenda.

A.1.3. Tender Evaluation Committee (TEC).

A.1.3.1. Evaluation Committee constituted by the competent authority will function as Evaluation Committee for selection of technically qualified contractors.

A.1.3.2. Opening & evaluation of tender, if any tenderer is exempted from payment of EMD, copy of relevant Government Order needs to be furnished.

A.1.3.3. Opening of Technical Proposal.

Technical proposals will be opened by the officer in charge, WBCADC Boinchi project and his authorized representatives on date & time schedule mentioned in Sl. No.(1) of this N.I.T.

A.1.3.4. Intending tenderers may remain present if they so desire.

A.1.3.5. Cover (folder) for Statutory Documents (Ref.Sl.No.A.1.1.1.) will be opened first and if found in order, cover(folder) for Non-statutory Documents (Ref.Sl.No.A.1.1.2.) will be opened. If there is any deficiency in the Statutory Documents, the tender will summarily be rejected.

A.1.3.6. Pursuant to scrutiny & decision of the Tender Evaluation Committee the summary list of eligible tenderers will be displayed in the Notice Board of this office at WBCADC, Boinchi Project, PO. Boinchi. Dist. Hooghly.

A.1.3.7. During evaluation the committee may summon of the tenderers & seek clarification/information or additional documents or original hard copy of any of the documents already submitted & if these are not produced within the stipulated time frame, their proposals will be liable for rejection.

A.1.3.8. Opening of Financial Proposal

The price bid of the eligible tenderers(mentioned in Sl.A 1.3.6.) will only be opened in a suitable date & time. Such date & time will be intimate to them in due course. Concerned Tenderers remain present at the time of opening if they so desire.

A.2 Penalty for suppression/distortion of facts.

If any tenderer fails to produce the original copies of the documents (especially Completion certificates and Audited Balance sheets), or any other documents on demand of the Tender Evaluation Committee within a specified time frame or if any deviation is detected in the submitted copies from the original, it may be treated as submission of false documents by the tenderer and action may be referred to the appropriate authority for prosecution as per relevant IT Act.

A.2.1. Rejection of Bid:

Employer reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time prior to the award of Contract without there by incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for Employer's action.

A.2.2. Award of Contract

The Bidder whose Bid has been accepted will be notified by the Tender Inviting & Accepting Authority through acceptance letter/Letter of Acceptance. The notification of award will constitute the formation of the Contract. The agreement in WBCADC Form No.102 will incorporate all agreements between the Tender Accepting Authority and the successful bidder. All the tender documents including N.I.T. & Schedule of work will be the part of the contract documents. After receipt of Letter of Acceptance, the successful bidder shall have to submit requisite copies of contract documents along with requisite cost Rs 1050.00 (Rupees one thousand fifty only) through Demand Draft/Banker's Cheque issued from any nationalized/scheduled bank in favour of the WBCADC payable at Boinchi within time limit to be set in the letter of acceptance. Failing to comply of the above within the specified time, the contractor shall render his contracts liable to termination with forfeiture of earnest money.

Sd/-
OFFICER-IN-CHARGE
WBCADC ,Boinchi Project, Hooghly

SECTION-D

WBCADC, BOINCHI PROJECT

Schedule Tender No.03 (SSI) 14-15 (2nd Call) dated 28.10.2014

Sl. No.	Item	Specification	Other Terms & Packing size	Unit	Required quantity	Rate to be quoted per unit	Remarks
1	DWT Canvas	10X10.87.6cm 380gm/m2 34.5"-14oz/45"	1500 yard per bale	Yards	80000yds.		1 Yard as sample
2	Jute twine	2 Ply 8 LBS	In hanks (for hirakal machine)	Kg.	800Kg.		100gm as sample

Signature of tenderer.

with seal

SECTION-B
FORM- 1
PRE-QUALIFICATION APPLICATION

To
The Officer-in-charge
WBCADC, Boinchi Project
District-Hooghly

Ref: - Tender for Supply of DWT Canvas & Jute twine
(Name of work)- NIT No.03 (SSI)/2014-15(2nd Call) date 28.10.2014
Issued under Memo No.019/11/14/09/720
Dated 28.10.2014 by the Officer, WBCADC, Boinchi Project.

Dear Sir,

Having examined the Statutory, Non statutory & N.I.T. documents, I/We hereby submit all the necessary information and relevant documents for evaluation. The application is made by me/us on behalf ofin the capacity.....duly authorized to submit the offer.

The necessary evidence admissible by law in respect of authority assigned to us on behalf of the group of firms for Application and for completion of the contract documents is attached herewith.

We are interested in bidding for the work given in Enclosure to this letter. We understand that:

- (a) Tender inviting & Accepting Authority; can amend the scope & value of the contract bid.
- (b) Tender inviting & Accepting Authority reserves the right to reject any application without assigning any reason.

Enclosure(s) :

- 1. Statutory Documents.
- 2. Non Statutory Documents.

.....
Date:-.....

Signature of applicant including title and capacity in
which application is made.

SECTION-B
AFFIDAVIT-“X”
(To be furnished in Non-Judicial Stamp paper
Of appropriate value duly notarized)

1. I, the undersigned do certify that all the statements made in the attached documents are true and Correct. In case of any information submitted proved to be false or concealed, the application may be rejected and no objection/claim will be raised by the undersigned.
2. The undersigned also hereby certifies that neither our firm
M/s.....
Nor any of constituent partner had been debarred to participate in tender by the West Bengal Comprehensive Area Development Corporation during the last5 (five) years prior to the date of this of N.I.T.
3. The undersigned would authorize and request any Bank person. Firm or Corporation to furnish Pertinent information as deemed necessary and/or as requested by the Department to verify this Statement.
4. The undersigned understands that further qualifying information may be requested and agrees to Furnish any such information at the request of the Department agrees to furnish any such information at the request of the Department.
5. Certified that I have applied in the tender in the capacity of individual/as a partner of a firm and I have not applied severally for the same job.

Signed by an authorized Officer of the firm.

Title of the Officer
Name of the Firm with seal

Date :

WEST BENGAL COMPREHENSIVE AREA DEVELOPMENT CORPORATION
6A, RAJA SUBODH MULLICK SQUARE (9th floor), KOLKATA- 700 013
WBCADC FORM NO- 102

CONDITIONS OF CONTRACT

1. The person/persons whose tender may be accepted, shall within seven days (not exceeding 10) deposit with the PROJECT DIRECTOR/EXECUTIVE VICE CHAIRMAN, W.B.C.A.D.C./Project Engineer/Deputy Project Director, W.B.C.A.D.C. /Training Organiser, Krishi Vigyan Kendra, in cash a sum which with the earnest money already deposited will be equivalent to (10) ten percent of the total estimated cost of the materials to be supplied under the contract, as security for the due performance of the contract. Where the period of the contract exceeds 12 months, Government securities endorsed to the Executive Vice Chairman/Project Director/Project Engineer/Deputy Project Director, W.B.C.A.D.C /Training Organiser, Krishi Vigyan Kendra, of equivalent value at the current market rate may be deposited in lieu of cash for the same purpose. All damages payable by the Contractor under the terms of his contract may be deducted by the Project Director/Project Engineer/Executive Vice Chairman/Deputy Project Director, W.B.C.A.D.C./Training Organiser, Krishi Vigyan Kendra, from or paid by the sale of a sufficient part of this security deposit, or from the interest of any such Government Security, or from any other sums due, or which become due, to him by the W.B.C.A.D.C., K., V.K.
2. The contractor is to deliver the materials on or before the dates mentioned in the tender. Failing which he shall be bound to pay or allow 1% on the total amount of the contract for everyday not exceeding ten days that the Contractor shall exceed the time for delivery as and by way of liquidated damages. Provided, however, that the Project Engineer/Project Director/Deputy Project Director, W.B.C.A.D.C./Training Organiser, Krishi Vigyan Kendra, may in his direction, reduce, in such cases as he may think fit, the said amount to such smaller amount as he may decide and his decision in writing in that respect shall be Final.
3. In every case in which the payment or allowance mentioned in clause 2 shall have been incurred for ten consecutive days, the Project Director/Project Engineer/Deputy Project Director, W.B.C.A.D.C./Training Organiser, Krishi Vigyan Kendra, shall have power either to annul the contract altogether, or to have the supply completed without further notice at the contractor's risk and expense, as he may deem best suited to the interests of Corporation, and the Contractor shall have no claim to Compensation for any loss that he may incur in any way.
4. If the contractor shall be hindered in the supply of the materials so as to necessitate an extension of the time allowed in this tender, he shall apply in writing to the Project Engineer/Project Director/Deputy Project Director, W.B.C.A.D.C./Training Organiser, Krishi Vigyan Kendra, who shall grant it in writing if reasonable grounds be shown for it, and without such written authority of the Project Engineer/Project Director/Deputy Project Director, W.B.C.A.D.C./Training Organiser, Krishi Vigyan Kendra, applied for and obtained prior to the expiry of the original data provided for in the tender, the Contractor shall not claim exemption from the fine leviable under Clause-2.

5. The Contractor shall give notice to the Project Engineer/Project Director/Deputy Project Director, W.B.C.A.D.C./Training Organiser, Krishi Vigyan Kendra of his intention of making delivery of materials, and, on the materials being approved, a receipt shall be granted to him by the Project Engineer/Project Director/Deputy Project Director, W.B.C.A.D.C./Training Organiser, Krishi Vigyan Kendra and no material will be considered as delivered until so approved.

6. On the Completion of the delivery of materials, the contractor shall be furnished with a certificate to that effect, but the delivery will not be considered complete until the Contractor shall have removed all rejected materials and shall have approved materials stacked or placed in such position as may be pointed out to him.

7. The material shall be of the best description and in strict accordance with the specification, and the contractor shall receive payment for such materials only as are approved and passed by the Project Engineer/Project Director/Deputy Project Director, W.B.C.A.D.C./Training Organiser, Krishi Vigyan Kendra.

8. In the event of the material being considered by the Project Engineer/Project Director/Deputy Project Director, W.B.C.A.D.C./Training Organiser, Krishi Vigyan Kendra to be inferior to that described in the specification, the Contractor shall on demand in writing, forthwith remove the same at his own charge and cost, and in the event of his neglecting to do so within such period as may be named by the Project Engineer/Project Director/Deputy Project Director, W.B.C.A.D.C./Training Organiser, Krishi Vigyan Kendra, that Officer may have such rejected material removed at the Contractor's risk and expense, the expense incurred being liable to be deducted from any sums due, or which may become due, to the Contractor material removed at the Contractor's risk and expense, the expense incurred being liable to be deducted from any sums due, or which may become due, to the Contractor.

8a. If it shall appear to the Project Engineer/Project Director/Deputy Project Director, W.B.C.A.D.C./Training Organiser, Krishi Vigyan Kendra, or any of his subordinates in-charge of the work that any material, tools and plants, pump sets and spares, GI or MS pipes, brass strainers, filters RCC pipes etc. supplied by the contractor are of sub-standard quality, unsound/imperfect and not in accordance with the provision of clause-7 of this contract, the contractor shall on demand in writing from the Project Engineer/Project Director/Deputy Project Director, W.B.C.A.D.C./Training Organiser, Krishi Vigyan Kendra, identifying the materials or articles complained of notwithstanding that the same may have been inadvertently passed certified and paid for forthwith rectify or replace in whole or in part as the case may require and provide other proper and suitable materials or articles at his own charge and cost and in the event of his failing to do so within a period to be Specified by the Project Engineer/Project Director/Deputy Project Director, W.B.C.A.D.C./Training Organiser, Krishi Vigyan Kendra, in his demand aforesaid, then the contractor shall be liable to pay compensation of the rate of 1% on the amount of the estimate for everyday not exceeding ten days while his failure to do so shall continue and in the case of any such failure, the Project Engineer/Project Director/Deputy Project Director, W.B.C.A.D.C./Training Organiser, Krishi Vigyan Kendra, may rectify, remove, and replace the materials or articles complained of or the case may be at the risk and expense in all respect of the contractor.

9. If the Contractor or his work people break or deface any building, road, fence, enclosure or grass land, or cultivated land, he shall make good the same at his own expense, and, in the event of his refusing or failing to do so, the damage shall be repaired at his expense by the Project Engineer/Project Director/Deputy Project Director, W.B.C.A.D.C./Training Organiser, Krishi Vigyan Kendra, who, shall deduct the cost from any sums due, or which may become due, to the contractor.

10. The contractor shall supply at his own expense all tools, plant and implements, required for the due, fulfillment of his contract, and the materials shall remain at his risk till the date for final delivery unless it shall have been in the meantime removed for use by the Project Engineer/Project Director/Deputy Project Director, W.B.C.A.D.C./Training Organiser, Krishi Vigyan Kendra.

11. This contract shall not be sublet without specific order from W.B.C.A.D.C./K.V.K. in respect of a specified sub-contractor. In the event of the Contractor subletting his contract without such permission he shall be considered to have thereby committed a breach of contract, and shall forfeit his security deposit and shall have no claim for any compensation for any loss that may accrue from the materials he may have collected or engagements entered into.

12. The decision of the Project Engineer for the time being shall be final, binding & conclusive on all question relating to the meaning of the specification.

13. The Project Engineer/Project Director/Deputy Project Director, W.B.C.A.D.C./Training Organiser, Krishi Vigyan Kendra, shall have power to make any alterations in, omissions from, additions to, or substitutions for, the original specifications, drawings, designs and instructions, that may appear to him to be necessary or advisable during the course of supply of the materials & the contractor shall be bound to supply the materials in accordance with any instructions which may be given in writing signed by the Project Engineer/Project Director/Deputy Project Director, W.B.C.A.D.C./Training Organiser, Krishi Vigyan Kendra, and such alterations, omissions, additions substitutions shall not invalidate the contract; and any altered, additional or substituted materials which the Contractor may be directed to supply in the manner above specified as part of the work shall be supplied by the Contractor on the same conditions in all respects on which he agreed to do the main works, and at the same rates as are specified in the tender for the main work. The time for the completion of the supply shall be extended in the proportion that the altered, additional or substituted quantity of materials bears to the original quantity and the certificate of the Engineer-in-charge shall be conclusive as to such proportion. And if the altered, additional or substituted materials include any class of materials, for which no rate is specified in this contract then such class of materials shall be supplied at the rates entered in the schedule of rates of the P.W.D. Government of West Bengal enforced for the district, which was in force at the time of the acceptance of the contract; and if such class of materials are not entered in the said schedule of rates, then the Contractor shall within seven days of the date of his receipt of the order to supply the materials, inform the Project Engineer/Project Director/Deputy Project Director, W.B.C.A.D.C./Training Organiser, Krishi Vigyan Kendra, of the rate which it is his intention to charge for such class of materials and if the Project Engineer/Project Director/Deputy Project Director, W.B.C.A.D.C./Training Organiser, Krishi Vigyan Kendra, does not agree to his rate he shall, by notice in writing, be at liberty to cancel his order to supply such class of materials & arrange the supply thereof in such manner as he may consider advisable, provide always that if the Contractor shall commence supply or incur any expenditure in regard thereto before the rates shall have been determined as lastly herein before mentioned, then and in such case he shall only be entitled to be paid in respect of the supply made or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate of rates as shall be fixed by the Project Engineer/Project Director/Deputy Project Director, W.B.C.A.D.C./Training Organiser, Krishi Vigyan Kendra. In the event of a dispute the decision of the Project Engineer of the Corporation shall be final.

TENDER FOR THE SUPPLY OF MATERIALS

***The undersigned do hereby tender for the supply of the materials described in the following specification subject to the conditions hereunto annex. (*I or we)**

Description of specification of materials to be supplied	Total quantities of each to be supplied	Places at which to be delivered	Quantities to be delivered at each place	Dates by which delivery at all places must be completed	Rate at which articles are to be supplied, inclusive of every demand	Unit	Total cost of each articles, inclusive of every demand	REMARKS

Tender accepted on behalf of the Executive hereby agree to abide by and fulfil Vice-Chairman, WBCADC contract annexed

WBCADC, or his successor, said conditions.

Signature of the Officer by whom the herewith for Tender is accepted Corporation or his successors accordance with clause being accept

Should this tender be accepted (a) I/We do

terms of the above specification and all the conditions of hereto, or, in default thereof to forfeit and pay to the the penalties or sums of money mentioned in the

The sum of Rs. In currency notes in Earnest money to be absolutely forfeited to the said Should (a) I/We not deposited the full amount of security in Of the conditions of contract in the event of this Tender

Dated The

Signature

Address

Dated

Signature of witness to Signature of Tender

The

Date

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The

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS.

1. In the event of the tender being submitted by a Firm, it must be signed separately by each member thereof, or, in the event of the absence of any Partner, it must be signed on his behalf by a person holding a Power of Attorney authorizing him to do so.
2. Receipts for payments made to a Firm must be signed by the several Partner, except in the case of well known and recognized Firms, and except where the contractors are described in their tender or contract as a Firm.
3. All tenders received will be opened by the Project Engineer/Project Director/Executive Vice-Chairman, W.B.C.A.D.C. /Deputy Project Director, W.B.C.A.D.C./Training Organiser, Krishi Vigyan Kendra, at the time specified in the presence of any tenderer who may be at the said office, at the time of opening of tenders.
4. The Project Engineer/Project Director/Executive Vice-Chairman, W.B.C.A.D.C. /Deputy Project Director, W.B.C.A.D.C./Training Organiser, Krishi Vigyan Kendra, reserve the right to reject any or all of the tenders without assigning any reason & to accept any tender in whole or in part.