



Memo No.- 020/003/015/02/98

Date-18/02/2022

N.I.T. No. 04/2021-2022

Dated:18/02/2022

### NOTICE INVITING TENDER

The Officer-in-Charge WBCADC, Bagnan Project on behalf of WBCADC is inviting **Sealed percentage basis** tenders in WBCADC Form No.-103 in two fold Envelope system (i.e. Techno Commercial Bid & Price Bid) from the bonafide, experienced, reputed bidders for execution of the following works as detailed below.-[**The intending tenderers may download the tender documents through the website- [www.wbcadc.com](http://www.wbcadc.com)**].

1.a)

Name of work	Amount put to Tender (Rs.)	Earnest Money (Rs.)	Cost of Tender documents (Rs.)	Time of Completion
<b>Fencing work around outside of 03(three ) nos. of Pond at Garchumuk Farm under WBCADC Bagnan Project , Dist-Howrah.</b>	4,97,299.00	<b>9946.00</b>	800.00	14days (fourteen days)

2. b) Location of site :Garchumuk Farm, near 58 Gate, Shyampur, Dist-Howrah.

c) Cost of tender documents : **Rs.800.00 (Rupees eight hundred) only in the shape of Demand Draft/Banker's Cheque issued from any Nationalized/Scheduled Bank in favour of WBCAD Bagnan Project payable at WBCADC Bagnan Project or through RTGS/NEFT/CBS in Bank of Baroda, Account No.-0042020000011, IFSC- BARB0BAGNAN in favour of "WBCADC", Bagnan Project.**

d) Last date & time limit for collection of tender (**Off line / On line**) : **28/02/2022 Up to 2:00PM.**

e) Last date & time limit for submission of tender (**off line**) : **03/03/2022 Up to 2:00PM.**

f) Date and time for opening of the tender (Techno commercial bid) : **04/03/2022 at 2:30PM.**

g) Date and time for opening of the tender (Price/Financial Bid) : **To be notified Later.**

3. Each bidder will have to deposit an earnest money & Cost of Tender documents of the amount specified above table for each work only in the shape of Demand Draft/Banker's Cheque issued from any Nationalized/Scheduled Bank in favour of WBCADC Bagnan Project payable or through RTGS/NEFT/CBS in Bank of Baroda, Bagnan Branch, Account No-0042020000011 IFSC No- BARB0BAGNAN in favour of WBCADC, Bagnan Project. In case 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.

4. The tender document and other relevant particulars may be seen by the intending tenderers on any working day between 11.30 a.m. to 4.00 p.m. in the Notice Board of Bagnan Project 18/02/2022 to 28/02/2022 However, the intending tenderers may also collect the tender documents by downloading only through the website stated above (www.wbcadc.com). In case of off line collection, bidding documents should only be issued against application to the tender inviting authority along with the documentary evidence in support of the payment (for online payment) of "cost of tender documents". Online Payment should be through RTGS/NEFT/CBS in the Bank – Bank of Baroda, Bagnan Branch, Account No.-0042020000011, IFSC- BARB0BAGNAN of the tender inviting authority. However the intending bidder may deposit the cost of such tender document in the shape of Demand Draft/ Banker's Cheque, issued from any Nationalized/Schedule Bank, in favour of Tender Inviting Authority. Payment in other mode will not be accepted under any circumstances. In case of off line submission of tender document, in the shape of Demand Draft/ Banker's Cheque, the same is to be submitted along with the said application during collection of Bidding documents Off-line. Otherwise, cost of tender document is to be submitted in Statutory cover under the Technical document.

**But only off line submission of the tenders will be accepted.**

5. Tender documents shall consist of:-
- a) This Notice Inviting Tender hereinafter will be referred to as the Tender Notice.
  - b) WBCADC Form No.-103 hereinafter will be referred to as the tender form.
  - c) Instructions to Bidder (SECTION-A).
  - d) Pre-qualification application (SECTION-B, FORM -I).
  - e) Affidavit ('X') SECTION-B.
  - f) Special Terms & Conditions (SECTION-C)
  - g) Schedule of quantities (S.O.Q - Section –D)
  - h) Technical specification of the work – Section- E.

6. a) For participating in the tender, the cost of tender documents (Tender fees) are to be submitted as mentioned herein earlier in the manner stated under **serial-3. No Cash payment for the purpose will be allowed.** Such demand draft/Banker's Cheque, transaction details (in case of RTGS/NEFT/CBS)- Bank of Baroda, Bagnan Branch, Account No.-0042020000011, IFSC- BARB0BAGNAN towards cost of tender documents should be submitted by the tenderers.

**Both the “Earnest Money” and cost of “Tender documents” are to be submitted in Statutory cover under technical proposal. Cost of tender documents (tender fees) is non refundable under any circumstances.**

**b) Each tenderer shall submit tender documents duly filled up in a specified box kept in WBCADC, Bagnan Project, Tenpur, Nabasan, Bagnan, Howrah, 711303 within the date and time mentioned here in earlier in Sl. No.-1 (e) of this N.I.T.**

**7. Eligibility criteria for participation in the tender.**

7.1. The intending tenderers will have to produce documentary evidence to prove their past experience and capabilities for execution of similar type of work as well as financial resources as follows. They will have to produce any one of the following documents.

- i) Intending tenderers should produce credentials of a similar nature of work of the minimum value of 40% of the estimated amount put to tender during 5(five) years prior to the date of issue of this tender notice; (30% in case of 2nd Call, & 20% in case of 3rd Call) of the of the estimated amount put to tender during 5(five) years prior to the date of issue of this tender notice; **OR**
- ii) Intending tenderers should produce credentials of 2(two) similar nature of work, each of the minimum value of 30% of the estimated amount put to tender during 5(five) years prior to the date of the issue of the tender notice;(25% in case of 2nd Call) of the estimated amount put to tender during 5(five) years prior to the date of the issue of the tender notice; **OR**
- iii) Intending tenderers should produce credentials of one single running work of similar nature which has been completed to the extent of 80% or more an value (75% incase of 2nd Call, 70% in case of 3rd Call) of which is not less than the desired value at (i) above, In case of running works, only those tenderers who will submit the certificate of satisfactory running work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the tender. In the required Certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executed agency, i.e. - the tenderer.

**[Non statutory documents]**

**7.2 Copy of work order & Payment Certificate will not be treated as “Credential” under any circumstances. Credential certificate issued by the Executive Engineer or equivalent or competent authority of a State/ Central Government undertaking, Statutory/ Autonomous bodies constituted under the Central/State statute, on the executed value of completed/running work will be taken as credential.**

**The Credential certificate for completed works, should contain (a) Name of work, (b) the name of client, (c) Estimated amount put to tender, (d) Schedule month and year of**

**commencement and completion as per work order, (e) Actual date of Completion of work, (f) Gross bill amount of the completed work/executed value of running work and detail communicational address of client must be indicated in the credential certificate. In case of running work, the credential certificate should contain the gross bill amount of executed items of works in addition to information as furnished in above. In both completed/running works detail communication address of the client must be indicated in the credential certificate. Along with BOQ of the same must be given.**

7.3 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.**

7.4 **Self attested photocopies of Income Tax Acknowledgement Receipt for the latest Assessment year, P. Tax certificate with latest Deposit Challan for the latest assessment year, Pan Card, GST Registration Certificate, Trade Registration/Licenses (up to date) are to be accompanied with the Technical Bid Documents.**

**[Non-statutory documents]**

7.5. 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]**

7.6. Registered Unemployed Engineers' Co-operative Societies / Labour Co- operative 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]**

8. The successful bidder shall have to execute an agreement with the Project in from no. **WBCADC-103** which contents the other tender documents within 7 (seven) days on receipt of intimation of acceptance of his tender. Failing to comply within the specified time the contractor shall render his contract liable to termination with forfeiture of earnest money. **The above documents will have to be purchased from the office at price considered as "Tender documents" in the NIT, in the shape of Demand Draft/Banker's Cheque issued from any Nationalized/Scheduled Bank in favour of WBCADC Bagnan Project payable or through RTGS/NEFT/CBS in Bank of Baroda, Bagnan Branch, Account No.-0042020000011, IFSC No-BARB0BAGNAN in favour of WBCADC, Bagnan Project.** All the copies must be signed on every page by the contractor and submitted to the Project authority Within the specified time.

**The Bidder/Contractor must submit the work programme i.e. Bar Chart immediately after receive of Work Order.**

9. The selected tenderer will have to keep himself 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 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 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 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 7 (seven) days from the date of issue of work order, authority has the right to terminate his tender and cancel the work order along with forfeiture of earnest money deposited by the contractor if so deemed necessary.

10. **No mobilization advance will be allowed under any circumstances.**

11. No interest on Earnest Money deposited by the tenderer and the security deposit (which will be deducted from the bill of the contractor) will be allowed under any circumstances.

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

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

14. **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.

15. 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. Moreover, in that case, Earnest money deposited by the bidder along with other dues (if any) to the corporation will be forfeited and legal action will be taken against such bidder.

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

17. 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 the said Tenderer under any circumstances and necessary penal action will be taken along with forfeiture of all dues whatsoever to the corporation.

18. 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.-103)
- b) N.I.T.
- c) Special Terms & Conditions
- d) Technical Bid and
- e) Financial Bid
- f) Technical Specification

**19) Administrative Secretary, WBCADC Officer in Charge of concerned CADC Project will play the role of Project Engineer/ Project Director/ Dy. Project Director, WBCADC/ T.O, (as applicable) for imposition of different clauses and for other works narrated in enclosed Tender Form.**

**20. 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 (Sl. no.-7) 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.

**21. The Financial Bid/Offer of the prospective tenderer will be considered only if the Technical Bid of the tenderer is found qualified by the Tender Evaluation Committee.**

**22. No. price preference and other concession will be allowed in any circumstances.**

23. 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.

24. 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 work order to the lowest tenderers.

25. In case of successful tenderers, the deposited earnest money will be converted into Security Deposit/ Performance Security and will be refunded from the office of the undersigned, after successful completion of Guaranty obligation period.

26. 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.

27. It must clearly be understood that the value of works and quantity of works as indicated in above

table 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.

**28. The percentage of variation of item of work for which there shall be no increase in rates shall be 80%.**

29. 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.

30. Canvassing in connection with the tender is strictly prohibited and the tenderer who resorts to this will render his tender liable to rejection.

**31. The bidder will have to invest a minimum cash up to the 30(Thirty) % of the contract price of work during the implementation of the construction. Progress bills will be paid accordingly.**

**32. No extra cost will be allowed beyond the tendered amount (awarded cost) for any work as per Order No. 1M-03/16/1039-R/PL Dated- 28<sup>th</sup> November, 2019 of the Additional Chief Secretary to the Government of West Bengal, Public Works Department.**

**33. SECURITY DEPOSIT/ PERFORMANCE SECURITY:-**

The Employer shall retain 08(eight) % as Security Deposit/Performance Security of the gross amount due to the contractor from each payment/R.A. bill (including Final bill). The total Security Deposit/ performance Security [08(eight) % as deducted from different R/A & Final bills and the **Earnest money of the successful bidder converted to Security Deposit/ performance Security**] will be repaid to the contractor only successful completion of Defect liability/Guarantee obligation period (as per Order No. 5784-PW/L&A/2M-175/2017, dated- 12.09.2017 of the Principal Secretary to the Government of West Bengal, Public Works Department together with the Notification issued from this office under memo no.- 100/003/24/02/Part/1302, dated- 06.08.2021.) and the Engineer in Charge has certified that the contractor has satisfactorily carried out all rectification work, if any, as per contract. **In case of successful bidder, who during our scrutiny was also found eligible for non submission of Earnest Money along with his tender, 2% of “Contract Price” of the work will have to be submitted by him before execution of Agreement in the form as per direction to be set in the Letter of acceptance within the specified time limit as Performance Security.**

**If the said rectification is not carried out by the contractor, the Employer will free to carry out such rectification work and the Amount required for the same would be recovered from the amount of Performance Security available with the Employer and or from any amount of the contractor whatever is due.**

**34. The Defect Liability Period/Guarantee obligation period of the work should be calculated from the completion date as per Order No. 5784-PW/L&A/2M-175/2017,**

**dated-12.09.2017 of the Principal Secretary to the Government of West Bengal, Public Works Department.**

**35. a) Cost of any materials supplied departmentally or by the contractor will be considered for preparing the R/A, final bill and deduction of IT & GST along with other taxes & duties as per norms in vogue will be made from the bills of the contractor. 1% Building and other Construction Worker's Welfare CESS. will also be deducted from the progressive/Final bills of the contractor.**

**b) Usually the department will supply no materials for the work.**

**c) The cement and steel (including reinforcements) as required for the work are to be supplied also by the contractor.**

**In case of Cement:- No cement except those approved by the Engineer in Charge shall be used in the work. Cement bags must be stored in a water-tight shed having wooden floor or platforms raised at least 50mm from ground as approved by the Engineer-in Charge. Cement which is partially set or which is lumpy or caked is to be treated as damaged and shall be removed from site immediately.**

**In case of Steel reinforcement:- All steel shall be clean and free from loose mill scales, dust, loose rust and coats of paints, oil or other coating. Any scale or loose rust shall be removed before use without any claim for extra charge for the same. The steel reinforcement should be stored as site properly. Bidders should quote their rates accordingly.**

#### **ADDITIONAL PERFORMANCE SECURITY –**

**36. a) Additional Performance Security @10% of the tendered amount(awarded cost) shall be obtained from the successful bidder if the **accepted bid value is 80% or less of the estimate put to tender, introduced vide memo no. 4608F(Y), dated-18.07.2018** of the Additional Chief Secretary to the Government of West Bengal, Finance Department, Audit Branch.**

**b) The additional security shall be returned immediately in successful completion of the contract. If the bidder fails to complete the work, the additional shall be forfeited at any time during the pendency of the contract period after serving proper notice to contractor. Necessary provision regarding deduction of security deposit from the progressive bills of the contractor as per relevant clauses of the contract shall in no way be altered/affected by provision of this additional security.**

**37. The rate offered by the bidders should be included GST, Labour welfare cess, Royalties, transportation up to location, loading and unloading, insurance and all taxes and duties with all incidental charges.**

**38. 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, Special terms & conditions, 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.**



39. **In the event of acceptance of Lowest Rate, no multiple Lowest Rates will be considered for acceptance by the Department. In such cases, the Tender will be cancelled. This is in accordance with the memo no. 5696-F(Y), dated- 01.10.2019 of Finance Department, Audit Branch issued by Additional Chief Secretary to the Government of West Bengal.**

40. This N.I.T. shall form a part of the contract document.

SD/-  
Officer-In-Charge  
WBCADC Bagnan Project.

WBCADC

WEST BENGAL COMPREHENSIVE ARFEA DEVELOPMENT CORPORATION  
6A, RAJA SUBODH MULLICK SQUARE, (9<sup>TH</sup> floor)  
CALCUTTA- 13.

**Contract Form for Execution of Work**

**W.B.C.A.D.C Form No.-103**

Price: Rupees Fifty only

Issued to .....

Address:.....  
.....  
.....

Contract No.: .....

For the work of .....

Against tender notice No.: .....

ITEM RATE TENDER AND CONTRACT FOR WORKS.

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS.

1. All work proposed for execution by contract will be notified in a form of invitation to tender posted in public places and signed by Executive Vice-Chairman, W.B.C.A.D.C./ Project Engineer / Project Director / Deputy Project Director, W.B.C.A.D.C./Training Organizer, Krishi Vigyan Kendra.

This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender and the amount of the security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specification, designs and drawings and any other documents required in connection with the work, signed for the purpose of identification by the Project Engineer / Project Director / Deputy Project Director, W.B.C.A.D.C./Training Organizer, Krishi Vigyan Kendra shall also be open for inspection by the contractor at the office of the Project Engineer / Project Director / Deputy Project Director, W.B.C.A.D.C./Training Organizer, Krishi Vigyan Kendra, during office hours.

2. 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 in must signed on his behalf by a person holding a power of attorney authorizing him to do, so, such power of attorney to be produced with the tender & same in the case of a firm carried on by one member of a joint family it must disclose that the firm is duly registered under the Partnership Act.
3. Receipts for payments made on account of a work, when executed by a firm, must also be signed by the several partners, except where the contractors are described in their tender as a firm in which case the receipts must be signed in the name of the firm by one of the partners or by some other person having authority to give effectual receipts for the firm.
4. Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenders which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, of which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit a separate tender for each. Tenderers shall have the name and number of the work to which they refer written outside the envelope.
5. Project Engineer/Project Director /Deputy Project Director, W.B.C.A.D.C /T. O., K.V. K. or his duly authorized assistant will open tenders in the presence of any intending contractors who may be present at the time and will enter the amounts of the several tenders in a Comparative Statement in a suitable form., In the event of a tender being accepted, a receipt for the earnest money forwarded therewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected the earnest money forwarded with such unaccepted tender shall be refunded within 10 days from the date on which the tender is decided provided the contractor(s) present himself /themselves before Project Engineer / Project Director / Deputy Project Director, W.B.C.A.D.C./ T. O., K.V.K. to take the refund.
6. The accepting authority reserves the right to reject any or all the tenders without assigning any reason and he will not be bound to accept either the lowest tender or any of the tenders.
7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgment of payment to the Project Engineer / Project Director / Deputy Project Director, W.B.C.A.D.C./ T. O., K.V.K. and the contractor shall be responsible for seeing that he procures a receipt signed by the Executive Vice-Chairman of CADC /P.E./P.D./D.P.D. ,W.B.C.A.D.C./ T. O., K.V.K. or a duly authorized Officer/Cashier.
8. The memorandum of work tendered for, and the schedule of materials to be supplied by the CADC and their issue rates, shall be filled in and completed in the office the CADC before the tender form is issued. If a form is issued to an intending tenderer without

having been so filled in & completed be shall request the office to have this done before he completes & delivers his tender.

### TENDER FOR WORKS

I/We hereby render for the execution for W.B.C.A.D.C. of the work specified in the underwritten memorandum within the time specified in such memorandum at the rates specified therein, and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule-1 hereof & in clause-11 of the annexed conditions & with such materials as are provided for, by, & in all other respects in accordance with such conditions so far as applicable.

#### MEMORANDUM

If several sub-works are included they should be detailed in a separate list.	(a) General Description  (b) Estimated Cost : Rs. © Earnest money : Rs. (d) Security deposit (including earnest money) : Rs. (e) Percentage, if any, to be Deducted from bills : (Rs. Per cent) (f) Time allowed for the work from Date of written order to commence months
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Item No.	Item of works	Unit	per	Rate tendered		
				In words		

Note: To be continued on additional sheets as found necessary.

\*Give particular And numbers strick out to  
 Should this tender be accepted I/We hereby agree to abide by and fulfill all the terms and Provisions of the said conditions of contract annexed hereto so far Give particular as applicable, or in default thereof to forfeit and pay the CADC .

(a) If no case Security deposit Is to be token Strike out  
 The sum of Rs.....\*is here with forwarded in currency notes(a) If no case as earnest money (a) the full value of which is to be absolutely forfeited to the CADC or its successors in office without prejudice to any other rights or remedies of the said CADC or its successors in office, should I/We fail to commence the work specified in the above memorandum, or should I/We not deposit the full amount of security deposit specified in the above memorandum, in accordance

with clause-1 (A) of the said conditions contract, otherwise the said sum of Rs..... shall be retained by CADC as on account of such security deposit as aforesaid deposit or (b) the full value of which shall be retained by CADC on account of the security deposit specified in clause-1 (B) of the said conditions of contract .

\*\*Signature of  
Contractors before  
of.....19.....  
Submission of  
Tender

Dated the.....day

Witness \*\*\*

Address :  
Occupation:

\*\*\*Signature  
of witness of  
contractor's  
signature

\*\*\*\*Signature  
of the officer  
the  
by whom  
accepted  
.....19.....

The above tender is hereby accepted by me on behalf of

W.B.C.A.D.C.  
dated the .....day of

### CONDITIONS OF CONTRACT

Clause-1 The person/persons whose tender may be accepted (herein after called the contractor) shall (A) [(within one day for a contract of Rs.1, 000/- or less, two days for one of Rs.2,000/- or less, and so on, up to a limit of ten days of the receipt by him of the notification of the acceptance of his tender)] deposit with the CADC in cash of Government securities endorsed to the CADC (if deposited for more than 12 months) a sum sufficient with the amount of the earnest money deposited by him with security tender to make up the full security deposit specified in the tender); or (B) deposit [ permit CADC at the time of making any payment to him for work done under the contract to deduct such sum as will (with the earnest money deposited by him) amount to ten percent of all moneys so payable such deductions to be held by CADC by way of security deposit]. Provided always that in the event of the contractor depositing a lump sum by way of security deposit as contemplated at A)above then and in such case, if the sum so deposited shall not amount to ten percent, of the total estimated cost of the work, it shall be lawful for CADC at the time of making any payment to the contractor for work done under the contract to make up the full percentage making any payment to the contractor for work done under the contract to make up the full percentage of ten percent, by deducting a sufficient sum from every such payment as last aforesaid. All compensation or other sum of money payable by the contractor to CADC under the terms of his contract may be deducted from or paid by the sale of a sufficient part of his security deposit, or from the interest arising there from, or from any sums which may be due or may become due to the contractor by CADC on any account whatsoever, and in the event of his security deposit being reduced by reason of any such

education or sale as aforesaid, the contractor shall within ten days thereafter make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from or raised by sale of his security deposit or any part thereof.

Clause-2 –This time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor & shall be reckoned from the date on which the order to commence work is given to the contractor. Work shall throughout the stipulated period of the contract be proceeded with, with all due diligence (time being deemed to be of the contract on the part of the contractor) and the contractor shall pay as compensation an amount equal to one per cent, or such smaller amount as the Project Engineer/ Project Director /Deputy Project Director, W.B.C.A.D.C /T. O., K.V. K.(whose decision in writing shall be final may decide, on the amount of the tendered amount of the whole work as shown in the tender for every day that the work remains un commenced, or unfinished after the proper date. The contractor shall commence execution of such part of the work as may be notified to him within seven days or as directed from the date of the order for commencement for work and diligently continue such work and Compensation further to ensure good progress and during the execution of the work, for delay he shall be bound in all cases in which the time allowed for any work exceeds one month to complete one fourth of the whole of the work before one\*forth of the whole time allowed under the contract has elapsed, one half of the work, before one half of such time has elapsed, and three fourths of the work, before three-fourths of such time has elapsed. In the event of the contractor failing to comply with any of the conditions herein he shall be liable to pay as compensation an amount equal to one percent or such smaller amount as the Project Engineer/Project Director /Deputy Project Director, W.B.C.A.D.C /T. O., K.V. K. (whose decision in writing shall be final) may decide on the said tendered amount of the whole work for every day that the due quantity of work remains incomplete PROVIDED ALWAYS that the entire amount of compensation to be paid under the Provisions of this cause shall not exceed ten percent on the tendered amount of the works as shown in the tender.

Clause-3        In any case in which under any clause of clauses of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of whole of his security \deposit (whether paid in one sum or deducted by installments) the security deposit is forfeited. Project Engineer/Project Director /Deputy Project Director, W.B.C.A.D.C /T. O., K.V. K. on behalf of the CADC shall have power to adopt any of the following courses as he may deem be suited to the interests of the Corporation:-

- (a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Project Engineer/Project Director /Deputy Project Director, W.B.C.A.D.C /T. O., K.V. K. shall be conclusive evidence), and in which case the security deposit of the contractor shall stand forfeited, and be absolutely at the disposal of Corporation.
- (b) To employ labour paid by the Corporation & to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour& the price of the materials(of the amount of which cost & price a certificate of the Project Engineer/Project Director /Deputy Project Director, W.B.C.A.D.C /T. O., K.V. K. shall be final & conclusive against the contractor) & crediting him with the value of the work done, in all respects in the same manner & at the same rates as if it had been carried out by the contractor under the terms of his contract; the certificate of the

Project Engineer as to the value of the work done shall be final & conclusive against the contractor.

- (c) To measure up the work of the contractor, and to take such part thereof as shall be unexecuted out of his hands, and to give it to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Project Engineer/Project Director /Deputy Project Director, W.B.C.A.D.C /T. O., K.V. K. shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by the Corporation under the contract or otherwise, or from his security deposit of the proceeds of sale thereof, or a sufficient part thereof.

In the event of any of the above courses being adopted by Project Engineer/Project Director /Deputy Project Director, W.B.C.A.D.C /T. O., K.V. K. the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements, or made any advances on account of, or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescued under the provisions aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work therefore actually performed under this contract, unless and until the Project Engineer/Project Director /Deputy Project Director, W.B.C.A.D.C /T. O., K.V. K. will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

Clause-4 In any case in which any of the powers, conferred upon the Project Engineer/Project Director /Deputy Project Director, W.B.C.A.D.C /T. O., K.V. K. by Clause-3 hereof, shall have become exercisable and the same shall not be exercised the non exercise thereof shall not constitute a waiver of any of the conditions hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for Contractor past and future compensation amounting to the whole of his security deposit, and the Remains liability of the contractor for past and future compensation shall remain unaffected. In Liable to the event of Project Engineer/Project Director /Deputy Project Director, W.B.C.A.D.C To pay /T. O., K.V.K. putting in force either of the powers (a) or (c) vested in him under the Compensation preceding clause he may, if he so desires, take possession of all or any tools, plantations if materials and stores, in or upon the works, or the site thereof or belonging action not to the contractor or procured by him and intended to be used for the execution taken of the work or any part thereof, paying or allowing for the same in account at the , under contract rates, or in case of these not being applicable, at current market clause-3. markets these not being to be certified by the Project Engineer/Project Director /Deputy Project Director W.B.C.A.D.C /T. O., K.V.K. whose certificate thereof shall be final. Otherwise the Project Engineer/ Project Director / Deputy Project Director, W.B.C.A.D.C/ T.O.,K.V. K. may be notice in writing to the contractor or his clerk of the work, foreman or other authorized agent requiring him to remove such tools, plant, materials, stores from the premises.( within a time to specified in such notice); and in the event of the contractor failing to comply with any such requisition the Project Engineer/Project Director/Deputy Project Director, Power to take W.B.C.A.D.C /T. O., K.V.K. may remove them at the contractor's expense or sell Possession them by auction or private sale on account of the contractor, & at his risk in all respect Of or & the certificate of the Project Engineer/Project Director / Deputy Project Director, require W.B.C.A.D.C /T. O.,K.V. K. as to expense of any such removal & the amount removal of the proceeds& expense of any such sale shall be final and conclusive

of or sell against the contractor. contractor's plan

Clause-5. If the contractor shall desire an extension of the time for completion of the works on the grounds of his having been unavoidable hindered in its execution the contractor shall give an immediate report of such hindrance to the Project Engineer/  
Project Director / Deputy Project Director, W.B.C.A.D.C /T. O.,K.V. K. in writing and if he shall desire an extension of time for completion of the work on the ground thereof he shall apply in writing to Project Engineer/ Project Director / Deputy  
Extension Time Project Director, W.B.C.A.D.C /T. O.,K.V. K. within 7 days of the date of cessation of such hindrance on account of which he desires such extension as aforesaid & the Project Engineer/ Project Director / Deputy Project Director, W.B.C.A.D.C /T. O, K.V. K. shall, if in his opinion (which shall be final) reasonable

grounds be shown there of authorize such extension of time, if any, as may, in his opinion, be necessary proper reasonable.

Clause-6 On completion of the work, the contractor shall be furnished with a certificate by the Project Engineer/ Project Director / Deputy Project Director, W.B.C.A.D.C / T. O.,K.V. K. of such completion, but no such certificate shall be given nor shall the work be considered to be completed until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials and rubbish, and cleaned off the dirt from all wood-work, doors, windows, walls, floors, or other parts of any building, in upon or about which the work is to be executed or of which he may have had possession for the purpose of the execution thereof, nor until the work shall have been measured by the Project Engineer/Project Director / Deputy Project Director, W.B.C.A.D.C /T. O.,K.V. K. whose measurements shall be final binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding surplus materials & rubbish and cleaning off dirt on or before the date fixed for the completion of the work, the Project Engineer/ Project Director / Deputy Project Director, W.B.C.A.D.C /T. O., K.V. K. may at the expense of the contractor remove such Scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid; and the contractor shall forthwith pay the amount of all expense so incurred, and shall have no claim in respect of any such scaffolding or surplus materials so aforesaid except for any sum actually realized by the sale thereof.

Final Certificate

Clause-7 No payments shall be made for works estimate to cost less than rupees one thousand, till after the whole of the works shall have been completed a of certificate of completion given. But in the case of works estimated to cost more than rupees one thousand, the contractor shall on submitting the bill therefore, be entitled to receive a monthly payment proportionate to the part thereof than approval and passed by the Project Engineer/



Project Director / Deputy Project Director, W.B.C.A.D.C /T. O.,K.V. K. whose certificate of such Approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payment for the work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskillful work to be removed and taken away & reconstructed, or re-erected, or be considered as an admission of the due performance of the contract, or any part thereof, in any respect, or the acquiring of any claim nor shall it conclude, determine or affect in any way The powers of Project Engineer/ Project Director / Deputy Project Director, W.B.C.A.D.C /T. O.,K.V. K. under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work ,otherwise the Project Engineer/ Project Director / Deputy Project Director, W.B.C.A.D.C /T. O., K.V. K. certificate of the measurement and of the total amount payable for the work accordingly shall be final & binding on all parties.

Clause-8 A bill shall be submitted by the contractor each month on or before the date fixed by the Project Engineer/Project Director /Deputy Project Director, W.B.C.A.D.C / T. O., K.V. K. for all works executed in the previous month and Project Engineer/Project Director /Deputy Project Director, W.B.C.A.D.C /T. O., K.V. K. shall take or cause to be taken the requisite measurement for the purpose of having the same verified, and the claim as far as admissible adjusted, if possible, before the expiry of thirty days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, Project Engineer/Project Director /Deputy Project Director, W.B.C.A.D.C /T. O., K.V. K. may depute subordinate to measure up the said work in the presence of the contractor, whose counter signature to the measurement list will be sufficient warrant; and Project Engineer/Project Director /Deputy Project Director, W.B.C.A.D.C /T.O., K.V. K may prepare a bill form such list which shall be binding on the contractor in all respects.

Clause-9 The contractor shall submit all bills on the printed forms to be had on application at the office of the CADC or the concerned CADP and the charges in the bills shall always be entered at rates specified in the tender or in the case of any extra work ordered in Pursuance of these conditions, and not mentioned or provided for in the tender at rates hereinafter provided for such work.

Clause-9A-(1) Payments due to the contractor may, if so desired by him, be made to his Bank instead of direct to him, provided that the contractor furnishes to Project Engineer/Project Director /Deputy Project Director, W.B.C.A.D.C /T. O., K.V. K. (i) An authorization in the form of a legally valid document, e.g. irrevocable power of attorney conferring authority on the Bank to receive payment; and

(ii) His own acceptance of correctness of the amount made out as being due to him by the CADC or his signature on the bill or other claim preferred against CADC before settlement by Project Engineer/Project Director /Deputy Project Director, W.B.C.A.D.C /T. O., K.V. K. of the account of claim W.B.C.A.D.C /T. O., K.V. K. of the account of claim by payment to the Bank.

While the receipt given by such Bank shall constitute a full and sufficient discharge for the payment, the contractor should wherever possible, present his bills duly receipted and discharged through his Bankers.

(2) In the case of bills, which the contractor presents for payment direct and which are not endorsed in favour of the Bank, while efforts will be made to secure payment to the financing, Bank, payments made to the contractor should be accepted as full acquaintance so far as the CADC is concerned, As part of the arrangement, the financing Bank should give the CADC a letter to this effect.

Note-1: The procedure will not affect the usual rights of CADC to deduct from contractor's bills (whether endorsed in favour of a Bank or not) any sum due to CADC on account of penalties, over-payments etc. on this or any other contract with the CADC.

Note-2: Nothing herein contained shall operate to create in favour of the Bank any rights or equities vis-à-vis the CADC.

Clause-10 If the specification or estimate of the work provides for the use of any special description of materials to be supplied by CADC or if it is required that the contractor shall use certain stores to be provided by the CADC (such materials and stores and the prices to be charged therefore as hereinafter mentioned belong so far as practicable for the convenience of the contractor, but not so as in any way to control the meaning or effect of this contract specified in the schedule or memorandum hereto annexed), the contractor shall be supplied with such materials and stores as required from time to time to be used by him for the purpose of the contract only, and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule or memorandum may set off or deducted from any sums then due, or thereafter to become due to set off or deducted from any sums then due, or thereafter to become due to the

contractor under the contract, or otherwise or again or from the security deposit, or the proceeds of sale thereof; if the same is held in Government securities, the same or a contractor shall remain the absolute property of CADC, and shall not on any account be removed from the site of the work, and shall at all times be open to inspection by the CADC officers. Any

such materials unused and in perfectly good condition at the time of the completion or determination of the contract shall be returned to the CADC store, if by a notice in writing under his hand he shall so require; but the contractor shall not be entitled to return any such materials unless with such consent, and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid being unused by him, or for any wastage in or damage to any such materials.

Clause-11 The contractor shall execute the whole any every part of the work in the most Substantial and workmanlike manner and both as regards materials and otherwise in every respect in Strict accordance with the specifications, The contractor shall confirm exactly, strict accordance with the specifications, the contractor shall also confirm exactly, fully and faithfully to

With Specifications drawings, Orders, etc. the designs, drawing, and instructions in writing relating to the work signed by the Project Engineer/Project Director /Deputy, Project Director, W.B.C.A.D.C /T. O., K.V. K. and lodged in his office, and which the contractor shall be entitled to have access at such office, or on the site of the work for the purpose of inspection during at such hours, and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings and instruction as aforesaid.

Clause-12 The Project Engineer/Project Director /Deputy Project Director, W.B.C.A.D.C /T. O., K.V. K. shall have power to make any alternation in commissions from, additions to or substitutions from the original specifications, drawings, designs and instructions that may appear to him to necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Project Engineer/Project Director /Deputy Project Director, W.B.C.A.D.C /T. O.,K.V. K. and such alternations commissions, addition of substitutions, shall not invalidate the contract but shall be deemed to have formed as work included in the original tender an any directed to do in the manner above specified a part of the work shall be carried by the contractor on the same conditions in all respects on which he agreed to do the main work and at the same rates, if any, may be specified in the tender for the main work.

The time for completion of the work shall be extended in the proportion that the altered, additional of substituted work bears to the original contract work and the certificate of the Project Engineer/ Project Director /Deputy Project Director, W.B.C.A.D.C /T. O.,K.V.K. shall be conclusive as to such proportion. And if the altered additional or substituted work includes any class of the work, for which no rate is specified in this contract, then such class of work shall be carried out at the rates entered in the Schedule of rates of the respective P.W.D. circle which was in force at the time of the acceptance of the contract minus/plus the percentage which the total tendered amount bears to the Estimated cost of the entire work put to tender and if the altered, additional or substituted work is not entered in the said schedule of rates payment thereof shall be made by the

Project Engineer/ Project Director /Deputy Project Director, W.B.C.A.D.C / T.O.,K.V. K. determining the rates on analysis worked out from (a) the basic rates of materials and labour provided in the current schedule of rates or (b) the current market rates of materials and labour when even basic rates f the work are not available in the schedule.

Rates for works in estimated not schedule worked out on analysis under any In cases when such rates are determined of analyses by the Project Engineer/ Project Director /Deputy Project Director, W.B.C.A.D.C /T. O.,K.V. K. under (a) above, the stipulated percentage above or below schedule of rates as provided in the contract shall also apply and in case of rates worked out on analysis under (b) above, payment shall be made at percentage. In the event of any

dispute regarding rates determined on analysis for any altered additional or substituted work under this clause the decision of the Project Engineer/ Project Director /Deputy Project Director, W.B.C.A.D.C /T. O.,K.V. K. shall be final & binding, when approved by the Executive Vice-Chairman of the CADC.

Clause-13                      If at any time after the commencement of the work the CADC shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out, the Project Engineer/ Project Director /Deputy Project Director, W.B.C.A.D.C /T. O.,K.V. K. shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or a advantage which he might have desired from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out; neither shall he have any claim for compensation by reason of any alteration having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

Clause-13-A                      If for any reason whatsoever a work suspended with 7(seven) days prior notice by the Project Engineer/ Project Director /Deputy Project Director, W.B.C.A.D.C /T. O., K.V. K. during its progress in the interest of this Corporation and resumption of the suspended work is delayed, no claim of the contractor in respect of idle labour, tools& plants and establishment charges or increased cost of materials or any other charges whatsoever during the suspension period shall be admissible or tenable. The contractor will, however be entitled to extension of time limited to the period of suspension. The accepted rates will be valid till the completion of the work, safeguard of the materials remain unused in the custody of the contractor during the suspension period is the liability of the contractor.

Clause-14                      If it shall appear to the Project Engineer/ Project Director /Deputy Project Director, W.B.C.A.D.C /T. O.,K.V. K. or his subordinate in charge of the work, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contract for, or otherwise not in accordance with the contract, the contractor shall on demand in writing from the Project Engineer/ Project Director /Deputy Project Director, W.B.C.A.D.C /T. O.,K.V. K. specifying the work, materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify, or remove and reconstruct the work so specified, in whole or in part, as the case may require, or as the case may be, remove the materials or articles so specified and provide and other proper and suitable materials or articles at his own proper 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 /T. O.,K.V. K. in his demand aforesaid, then the contractor shall be liable to pay compensation at the rate of one per cent, on the amount of the estimate for every day not exceeding ten days, while his failure to do shall continue and in the case of any such failure the Project Engineer/ Project Director /Deputy Project Director, W.B.C.A.D.C /T. O.,K.V. K. may rectify or remove and re-execute the work or remove and replace **with others**, the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

Clause-15 All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Project Engineer/ Project Director /Deputy Project Director, W.B.C.A.D.C /T. O.,K.V. K. /other officers of CADC and the contractor shall at all times during the working hours, and at all times during the working hours, and at all other times at which reasonable notice of the intention of Project Director /Deputy Project Director, W.B.C.A.D.C /T. O.,K.V. K. or any other Officer of CADC to visit the works shall have been given to the contractor, either himself be present to receive orders and instructions, r have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been to the contractor himself.

Clause-16 The contractor shall give not less than five days, notice to writing to the Project Engineer/ Project Director /Deputy Project Director, W.B.C.A.D.C /T. O.,K.V. K. or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured, and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement and .Shall not over up or place beyond the reach measurement any work without the consent in writing of the Project Engineer/ Project Director / Deputy Project Director, W.B.C.A.D.C /T. O.,K.V. K. or any officer of CADC in charge of the work; if any work shall be covered up or placed beyond the each of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense. Or in default thereof no payment or allowance shall be made for such work or the materials with the same was executed.

Clause-17 If the contractor or is workmen or servants shall break, be face, injure, or destroy any part of a building, in which he may be working or any building, road, road-curbs, fence enclosure, water pipes, cables, drain's electric or telephone posts or wires, trees grass or grass-land or cultivated ground contiguous to the premises on which the work or any part of it is being executed, or if any damage, shall happen to the work while in progress, from any cause whatever or any imperfections become apparent in it within three months (six months in the case of a road work) after a certificate final or otherwise of its completion shall have been given by the Project Engineer/ Project Director / Deputy Project Director,

W.B.C.A.D.C /T. O.,K.V. K. as aforesaid the contractor shall make the same good at his own expense, of in d default the Project Engineer/ Project Director / Deputy Project Director, W.B.C.A.D.C /T. O.,K.V. K. as aforesaid, the contractor shall make the same good at his own expense, of in default the Project Engineer/ Project Director / Deputy Project Director, W.B.C.A.D.C /T. O.,K.V. K. may cause the same to be made good by other workmen and deduct the expense (of which the c certificate of the Engineer-in-charge shall be final) from any sums that may be then, or at any time thereafter become due to contractor, or from his security deposit, or the proceeds of the sale thereof, or a sufficient portion thereof.

The security deposit of the contractor made in the manner provided in clause I hereof, shall be refundable on the expiry of 6 months (9months in the case of a road work) after the issue of the certificate, final or otherwise, of the completion of the work, subject to the condition that n such refund of security deposit shall be allowed till the final bill has been prepared and passed. Provided, W.B.A.A.D.C./T.O,K.V.K. half of the security deposit is sufficient to meet all the liabilities of the contractor under this contract, half of the security deposit is will be refundable after 3months of the issue of the said certificate of completion. Provided further that in the case of a building work where the contractor after completion of the major portion of the contract is deterred from executing remaining part of the work under circumstances beyond his control, the Project Engineer/ Project Director / Deputy Project Director, W.B.C.A.D.C /T. O.,K.V. K. may on the merit of each such case, make proportionate refund of the security deposit to contractor on his own discretion.

The contractor shall be responsible for rectifying defects in asphaltic works noticed within a year from the date of completion of the work and the portion of the security deposit relating to asphaltic work shall be refundable after expiry of this period.

Clause-18 Contractor to supply plant, ladders scaffolding etc. And is liable

The contractor shall supply at this own cost materials (except such special materials, if any, as may be accordance with the contract be supplied from the CADC stores) plant tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary work requisite or proper for the proper execution of the work, whether original, altered or substituted, and whether included in the specifications or other documents forming part of the contract of referred to in these conditions, or which may be necessary for the purpose of satisfying or complying with the requirements of the Project Engineer/ Project Director / Deputy Project Director, W.B.C.A.D.C /T. O., K.V. K. as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting,

for damages weighing, and assisting in the measurement or examination at any time and arising from from time to time of the work or materials. Failing his so doing the non-provision same may be provided by the Project Engineer/ P. D. /D.P.D./ of light fencing etc. W.B.C.A.D.C /T. O.,K.V. K. at the expense of the contractor & the expense may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sales thereof, or of a sufficient portion thereof, The contractor shall also provide all necessary fencing and lights required to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages & costs which may be awarded in any such suit, action or proceedings to any such person of which may with the consent of the contractor be paid to compromise any claim by any such person.

Clause-18-A The contractor shall be responsible for and shall take proper care and caution in respect of all rollers, machinery, tools and implements as may be made over by the CADC to the contractor for use in the occasion of the works under this contract and shall be liable for any loss of & damages caused to the said rollers, machinery, tools and implements by any reason whatsoever during the period the same are in the possession of the contractor and shall on demand pay to the CADC such amount as may be fixed by the CADC for such loss and damages, the decision of the CADC in that respect being final.. Should the contractor fail or neglect to pay such amount on demand the CADC shall have the right & be entitled, in addition to the other rights and remedies available to it, to deduct such amount from the amount of security deposited by the contractor and or any amount remaining payable to the contractor under this contract for any work done by the contractor.

Clause-18-B In every case in which by virtue of the provision of Section 12, Sub-section (1) of the workmen's' Compensation Act, 1923, CADC is obliged to pay compensation to a workman employed by the contractor, in execution of the works, CADC will recover from the contractor the amount of the compensation so paid and without prejudice to the rights of CADC under Section 12, Sub-Section (2) of the said Act. CADC shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due the CADC to the contractor whether under this contract or otherwise.

CADC shall not be bound to contest any claim may against it under Section 12, Sub Section (1) of the said Act, except on the written request of the contractor & upon his given to CADC full security for all costs for which might become liable in consequence of contesting such claim.

Labour.	<p>Clause-19 No female labour shall be employed within the limits of a cantonment.</p> <p>Clause-19-A No laborer below the age of twelve year shall be employed on the work.</p> <p>Clause-19-B The contractor should pay his labors wages not less in amount than what is considered reasonable for the locality by the Executive Vice Chairman of CADC.</p>
Clause-20 Work on sunday	No work shall be done on Sundays without the sanction in writing of the Project Engineer or the officer-in-charge of the CADC concerned.
Clause-21  Work not to be sublet,  reward or advantage, pecuniary or otherwise, shall either directly of indirectly be given, promised, or offered by the contractor, or any of his servants or agents to any public officer or person is the  contract may be D.W.B.C.A.D.C rescinded and security the deposit forfeited contract for subletting bribing, or if contractor becomes Insolvent.	<p>The contract shall not be assigned or sublet without specific order from CADC in respect of a specified sub contractor. And if the contractor shall assign of sublet his contract, or attempt so to do, or become insolvent or commence any insolvency proceedings or make any composition with his creditors, or attempt so to do, or if any bribe, gratuity, gift ,loan ,perquisite, reward or advantage, pecuniary or otherwise, shall either directly of indirectly be given, promised, or offered by the contractor, or any of his servants or agents to any public officer or person is the employ of CADC in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Project Engineer/ P.D / D. P.</p> <p>/T. O.,K.V. K. may there upon by notice in writing rescind the contract, of the contractor shall there upon stand forfeited and be absolutely at disposal of CADC, and the same consequence shall ensue as if the had been rescinded under the clause-3 hereof, and in addition the contractor shall not been titled to become recover or be paid for any work therefore actually performed under the contractor.</p>
Sum payable by way of to Compensation sustained To considered as Reasonable Compensation without reference to actual loss	<p>Clause-22 All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of CADC without reference to the actual loss of damages &amp; whether or not any damage shall have been sustained .</p>
Changes in Constitution of firm. information.	Clause-23 In the case of a tender by partners any change in the constitution of the firm shall be forthwith notified by the contractor to the Project Engineer/ Project Director / Deputy Project Director, W.B.C.A.D.C /T. O.,K.V. K. for his information.
Works to be under	Clause-24 all works to be executed under the contract shall be executed



under direction of Project Engineer/DPD/ T.O KVK the direction and subject to the approval in all respects of the Project Engineer/ Project Director / D. P. D., W.B.C.A.D.C /T. O.,K.V.K. of CADC for the time being who shall be entitled to direct at what point or points& in what manner they are to be commenced & from time to time carried on.

Clause-25 Except where otherwise provided in the contract all question & disputed relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quantity of workmanship or materials

Settlement of disputes used on the work or as to any other question, claim, right, matter or think whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or those conditions or otherwise concerning the works or the execution, or .failure to execute the same, whether arising during the progress of the work, or after the completion or the abandonment thereof shall be referred to the sole arbitration of the Executive Vice-Chairman of the CADC. Should the Executive Vice-Chairman be for any reason unwilling or unable to act such arbitrator, such question and dispute shall be referred to an arbitrator to be appointed by the Executive Vice-Chairman The award of the arbitrator be final, conclusive & binding on all parties to this contract.

Clause-26 The contractor shall obtain from the stores of the CADC all stores and articles of European or American manufacturer which may be required for the work, or any part, thereof or in making up articles required therefore or in connection therewith

unless he has obtained permission in writing from the Project Engineer/ Project Director / Deputy

Stores of European or American manufacture to be obtained from CADC Project Director, W.B.C.A.D.C /T. O.,K.V. K. to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the Project Engineer/D.P.D.W.B.C.A.D.C./T.O K.V. K. will be debited to the contractor in his account at the rates shown in the schedule attached to the contract, and if they are not entered in the schedule, they will be debited at cost price which for the purpose of this contract shall include the cost of carriage, incidental charges and storage charges, the last being recoverable in addition and all other expenses whatsoever, which shall have been incurred in obtaining delivery of the same at the stores aforesaid.

Clause-26-A Intending tenderers should quote rate/rates on the assumption that cement for the work will be supplied from the project store and recovery of the cement so supplied will be fixed by the project concerned taking into account (i) purchase price of cement plus (ii) transportation charges of the same from place of procurement to the project store as well as 2% storage charge on the aggregate of i + ii i.e. on purchase price plus transportation charges in terms of subject to subsequent revision in the event of enhancement of purchase price during the execution period of the work.

Clause-27 when the estimate on which the tender is made includes lump sums in respect of parts of the works, the contractor shall be entitled to payment in

respect of the items of works involved or the part of the work in question at the same rates as are payable under this contract for such items or if the part of the work in question is not, in the opinion of the Project Engineer capable of measurement, the Project Engineer may at his discretion pay the lump sum amount entered in the estimate, and certificate in writing of the Project Engineer shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of this clause.

Clause-28- In the case of any class of work for which there is no such specification as is mentioned in Rule 1, such work shall be carried out in accordance with the district specification and in the event of there being no district specification then in such case the work be carried out in all respects in accordance with the instructions and requirements of the Project Engineer of CADC.

Action where no specification

Clause-29 The expression “works” or “work” where used in these conditions shall unless there be something either in the subject or context repugnant to such construction be construed & taken to mean the works by or by virtue of the contract contracted to be executed, whether temporary or permanent & whether original, altered, substituted or additional .

Definition of works

Clause-30 The contractor s) shall at his/their own cost provide his/their labour with hutting on an approved site & shall make arrangements for conservancy & sanitation in the labour camp to the satisfaction of the local public Health & Medical Authorities. He/They shall also at his/their own cost make arrangements for the lying of pipe lines for water supply to his/their labour camp from the existing mains wherever available, an shall pay all fees, charges and expense in connection therewith and incidental thereof.

Interpretation Clause:-

The Comprehensive Area Development Corporation, referred to herein above at some places as CADC, ,means The Comprehensive Area Development Corporation established section3 of The Comprehensive Area Development Corporation Act,1974 (West Bengal Act, XXXIX).

Executive Vice-Chairman means the officer, appointed under section 6 of the Comprehensive Area Development Corporation Act, 1974 (W.B. Act, 39 of 1974) to act as Executive Vice-Chairman of the Comprehensive Area Development Corporation.

Project Engineer means Engineer appointed as such by The Comprehensive Area Development Corporation under section 7 of The Comprehensive Area Development Corporation Act,1974(West Bengal Act, XXXIX).

The words “other officers of The Comprehensive Area Development Corporation includes all Headquarters officers of the said Corporation, the Project Engineer// D.P. D. of the project & T. O.,K.V. K. The abbreviations P.D. D.P.D. K.V.K. as used in this form respectively stand for Project Director, Deputy Project Director & Training Organizer, Krishi Vigyan Kendra. Words importing the singular number only include the plural number and vise versa.

Schedule showing (approximately) materials to be supplied by the West Bengal C.A.D.C. under section clauses 10 and 26 for work contracted to be executed and the rate at which they are to be charged for,

PARTICULARS	Rates at which the material will be charged to the contractor			Place of delivery
	Unit	Rs.	P.	

Note:1:- The person of firm submitting the tender should see that the rates in the above schedule are filled up by the Project Engineer/ P.D./ D. P. D., W.B.C.A.D.C /T. O.,K.V. K. on the issue of the from prior to the submission of the tender.

Signature of Contractor

Signature of Executive Vice-chairman

Project Engineer

Project Director

Deputy Project Director/

Of W.B.C.A. D.C.

Training Organizer, K. V. K.

## **ADDITIONAL CONDITIONS**

1. If any quantity of cement is found surplus in the custody of the contractor in respect of a particular work after completion of a work or any situation as envisaged in clauses 3 and 13 of this contract arises; that quantity of cement shall be returned to the Project store within seven days from the date of completion of a work or action taken in terms of clause 3 and 13 hereof. If the contractor fails to return the surplus quantity of cement to the Project store within the stipulated time and is found to have used the surplus quantity of cement for his own purpose or otherwise disposed of without the written consent of P.E./ P.D./ D. P. D., W.B.C.A.D.C /T. O.,K.V. K. the cost of the surplus quantity of cement not returned by him in good condition will be recovered from the bill of the contractor or from his security deposit or from any other dues of the contractor, at double the issue rate.
  - 1.A. If any materials (other than cement) and accessories of any category are issued by the project in a contractor against a particular work or if in the course of execution of work any materials come into the possession of the contractor and if after completion of the work in question or any situation as envisaged in clause 3 or 13 of the contract arises, any quantity of materials etc. remain unutilized and lying in the custody of the contractor as surplus, the contractor shall be liable to return the such surplus materials/accessories etc. to the project store in good condition within 7(seven) days from the date of completion of the work or from the date of action taken in term of clause 3 or 13 of the contract. Should the contractor fail to return the surplus materials in the same conditions as issued to them or obtained by them at the working site, within the specified time of 7(seven) days, CADC shall have the right and be entitled in addition to other rights and remedies available to it to realize the cost of such surplus materials etc. not returned by the contractor at double the issue of prevailing market rate whichever is higher,

Same procedure will apply *Utatis Mutandis* in respect of the materials & accessories damaged or stolen while in the custody of the contractor.
2. The contractor shall have to make his own arrangements for water, both for the work & used by his coolly, etc, for steam road rollers & for all tools & plant, etc. required on the work.
3. Contractor will be responsible for the payments of all water charges payable to any other water works authority including a Government department concerned.
4. If the contractor shall desire as extension of time for completion of the work under clause 5 of the contract, no application of such extension will be entertained if it is not received in sufficient time to allow the Project Director / Deputy Project Director, W.B.C.A.D.C /T. O., K.V. K. to consider it and the contractor will be responsible for the consequences arising out of his negligence in this respect.
5. The contractor will have to leave ducts in walls and floor to run conduit or cables, where necessary, and he will not be entitled to any extra payment on this account

6. Contractors in the course of their works should understand that all materials (e.i. store and other materials) obtained in the work of dismantling excavation etc. will be considered CADC property and will be disposed of to the best advantage of CADC.

7 The Contractor is, required to keep himself in touch with the day today posting regarding the supply of materials from Project Director/D. P. D., W.B.C.A.D.C /T. O., K.V. K. and to go adjust the progress of the work that his labour may not remain idle nor may there be any other claim due to or arising from delay in obtaining the materials. It should be clearly understood that no claim whatsoever shall be entertained the CADC on account of delay in supplying materials.

8. The minimum period for which road roller required to the used by a contractor shall be determined by the Project Engineer on the basis of the quantity of metal that can be consolidated by a roller per day and the Project Engineer's decision shall be final. If the roller be required to work for a longer p-period due to bad arrangement of the contractors, shortage of water, etc, additional hire charges shall be levied at the rates specified below under "A Hire Charges" for the additional period the roller works.

9. No compensation for any damage done by rain or traffic during the execution of the work will be made.

10. Whenever a work is carried out in a municipal area, electric lights of electric danger signals whatever available shall be provided by the contractors on the barrier as well as paraffin light facilities for the electric connection will be made by CADC but the contractor will bear all the expenses.

11. The contractor should quote through rate inclusive of cost of materials and carriage to place of working.

12. The contractors should give complete specifications showing the methods of execution & the quantity and quality of materials the intend to use per hundred sq.ft. area.

13. In cases where water is used by the contractor he will be required to deposit in advance with the Project Engineer/ P.D. / D. P. D., W.B.C.A.D.C /T. O., K.V. K. the charges for water which are to be calculated in accordance with the schedule of miscellaneous rates in the Canal Act.

14. It must be clearly understood by the contractor that no claim on account of enhanced rates on those already accepted, due to war fluctuations will be entertained during the currency of this contract for the work as per schedule attached to the agreement and the additional work, if any, under clause-12 of the contract, if such additional work shall consist of items which have already be quoted for, or items not quoted for but appearing in District Schedule of Govt.

15. In the event of emergency the contractor will be required to pay his labour every day and if this is not done, CADC shall make the requisite payment as would have been paid by the contractor and recover the cost from the contractors.

#### **Inconvenience of the public**

16.The contractor (s) shall not deposit materials on any site which will seriously inconvenience the public. The Project Engineer/ P.D./ D. P. D., W.B.C.A.D.C /T. O.,K.V. K. may require the contractor(s) to remove any materials, which are considered by him to be a danger or inconvenience to the public or cause them to be removed at the contractor's cost.

17.The contractor undertakes to have the site clean free from rubbish to the satisfaction of the Project Engineer & other officers of CADC, all surplus materials, rubbish, etc. will be removed to the places fixed by Project Engineer/ Project Director/ D. P. D., W.B.C.A.D.C /T. O.,K.V. K. and nothing extra will be paid.

18.The contractor shall not allow any rubbish or debris to remain on the premises during or after repairs, but shall remove the same & keep the place neat and tidy during the progress of the work. Project Engineer/ P.D./ D. P. D., W.B.C.A.D.C /T. O.,K.V. K. or any other officer of CADC get the site or premises cleared of debris, etc. & recover the cost from the bill of the contractor, if the later shows slackness in observing this clause.

19. Materials brought at site shall not be stacked at random. The contractor shall stack all these materials as directed by Project Engineer/ P.D./ D. P. D., W.B.C.A.D.C /T. O.,K.V. K. or any other office of CADC.

#### ADDITIONAL CLAUSES

1. In case where the responsibility of dispatch of stores rests with the suppliers but the freight is payable by the purchaser, the supplier should dispatch the stores by the most economical method, using the full wagon load whenever o it is possible & economical to do so, failing which the supplier will render himself liable for the whole or part of any avoidable expenditure caused by such default.
2. The contractor will have to make his own arrangements for the carriage of materials.
3. Imported labour may be allotted to contractors at the contractor sis of mutual advantage to CADC and the contractors.

But in cases where the contractor has failed to secure his own labour, imported labour may be forced on him at rate to be decided by Project Engineer/ P.D./ D. P. D., W.B.C.A.D.C /T. O.,K.V. K. as to the circumstances in which the employment of imported labour of mutual advantage will be final and binding on all parties to the contract.

In other cases, imported labour need not be forced on contractors but Project Engineer/ P.D./ D. P. D., W.B.C.A.D.C /T. O.,K.V. K. should at once give in writing to all contractors that if they

object to taking labour from the CADC now but later require labour to complete their work in time, they will allotted CADC labour as available and will be charged full cost.

## **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 may be downloaded through the website [www.wbcadc.com](http://www.wbcadc.com)  
Hard copies in this regard would be provided by this Office on application.

#### **b) Submission of Tenders:**

The Tenders are to be submitted **off line(with payment receipt copy of Bidding documents in case, where Bidding documents are collected Off-line after payment of the cost of bidding documents)**in original (downloaded copies in case of on line collection)in sealed envelopes as described below:

The Tenderers should submit their tenders in the place mentioned in sl. no. 2(b) of this NIT in the Form of two envelope system within the specified date & time limit mentioned in sl.no.2(e) 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/ authenticated copy of RTGS/NEFT/CBS- Bank of Baroda, Bagnan Branch, Account No.- 00420200000011, IFSC- BARB0BAGNAN, towards earnest money (EMD) as prescribed in the NIT drawn in favour of **WBCADC, Bagnan Project.**

In case 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.

iii) Demand Draft / Bankers Cheque authenticated copy of RTGS/NEFT/CBS-Bank of Baroda, Bagnan Branch, Account No.- 00420200000011, IFSC- BARB0BAGNAN towards the cost of tender documents (Tender fees) as prescribed in the N.I.T. drawn in favour of **WBCADC, Bagnan Project.**

iv) Tender Form (WBCADC Form No.-103) (**No rate should be quoted in W.B.C.A.D.C. Form No. - 103.**)& N.I.T

v) NIT

vi) Special terms & conditions.

vii) Technical specification of the work

viii) Instruction to bidders.

viii) BOQ (without quoting rate)

**B. Non-statutory Cover containing the following documents:**

- (i) Self attested photocopies of Income Tax Acknowledgement Receipt for the latest Assessment year, P. Tax certificate with latest Deposit Challan for the latest assessment year, Pan Card, GST Registration Certificate, Trade Registration/Licenses (up to date).
- (ii) Attested copy /copies of Registration Certificate under Company Act (As applicable).
- (iii) Registered Partnership Deed / Article of Association &Memorandum(As applicable).
- (iv) Registered Power of Attorney (For Partnership Firm / Private Limited Company, (As applicable).
- (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' Co-operative Society (As applicable)..
- vi) **Proof of financial soundness /capacity from bank or audited balance sheet(any of the last 05 years)or any other documents, which can establish the bidder/tenderer financially sound to complete the job if allotted.**
- vii) Proof of technical soundness, in the manner described under serial no 07 of NIT (Eligibility criteria for participating in the tender).
- viii) Affidavit (Ref. - format shown in “X”, Section - B)

**N.B.: Failure of submission of any of the above mentioned documents as stated in Sl. No. A.1.1.1. 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 for Financial proposal shall be duly sealed and super scribed with **Envelope-II (Financial Proposal)**.

Both the sealed Envelopes for Technical & Financial Proposal should then be put in a larger 3<sup>rd</sup> Envelope which should be properly sealed and on which should be superscripted 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 form 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.-103), 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 work' 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 Bagnan Project** and his authorized representatives on date & time schedule mentioned in Sl.No1.(f).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 **Tenpur, Nabasan, Bagnan, Howrah, 711303.**

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 would be intimated to them in due course. Concerned tenderers may 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. - 103 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 .800.00(Rupees Eight hundred) only] for each work in the shape of **Demand Draft/Banker's Cheque issued from any Nationalized/Scheduled Bank in favour of WBCADC Bagnan Project payable or through RTGS/NEFT/CBS in Bank of Baroda, Bagnan Branch, Account No- 0042020000011, IFSC No- BARB0BAGNAN in favour of WBCADC, Bagnan Project** within time limit to be set in the letter of acceptance. **Payment in other mode will not be accepted under any circumstances.** The agreement should be executed in non judicial stamp paper of appropriate value as per standard format included in this NIT. Failing to comply of the above within the specified time, the contractor shall render his contracts liable to termination with forfeiture of earnest money.

A.2.3

**SUPPLEMENTARY/SUBSTITUTE ITEMS:**

In case of the Supplementary/substitute items, which do not appear in the Schedule of work (SOQ), such items shall be paid at the rates entered in the P.W. Department's schedule of Rates applicable at the date of acceptance of the tender.

If the rates of such Supplementary/substitute items are not found in the said P.W. Department's schedule, the same shall be determined by analysis on the basis of prevailing market rates. Contractor's profit and overhead charges (both together) at 12.5% (twelve point five per cent) will be allowed. The contractual percentage will not be applicable in this case. However, the decision of the Employer in this context is final and binding to the contractor.

Additional cost involvement of the supplementary tender / substitute Supplementary tender shall not be more than 10% (ten per cent) of the tendered amount / contract value accepted provided that total work value together with the Supplementary tender / substitute Supplementary tender (along with excess work if any) shall not be exceed the awarded cost/tendered amount.

**The Employer: - is Officer In Charge WBCADC, Bagnan Project (Tenpur, Nabasan, Bagnan, Howrah, 711303) for the purpose of invitation and evaluation of tender, agreement with the successful bidder, issuance of work order and release of payment for execution of work and other related dues in this regard.**

**For the purpose of day to day supervision recoding of measurement in MB's and other associated process, the Employer is Officer In Charge, WBCADC, Bagnan Project. Over and above, officials authorized by the Administrative Secretary, WBCADC Officer In Charge, WBCADC, Bagnan Project, may visit work site time to time for inspection of the work as would be required.**

**Sd/-**  
Officer-In-Charge  
WBCADC Bagnan Project

**SAMPALE FORMAT FOR EXECUTION OF AGREEMENT BY THE SUCCESSFUL BIDDER(TO BE FURNISHED IN NON JUDICIAL STAMP PAPER OF APPROPRIATE VALUE):-**

Standard Form of Agreement

**Agreement**

This agreement made on the    day of    ,.....(year) between **Officer-In-Charge, WBCADC, Bagnan Project, (Tenpur, Nabasan, Bagnan, Howrah, 711303)** (hereinafter called “The Employer”) on one part and

.....  
(hereinafter called “The Contractor”) on the other Part.

Whereas the Employer is desirous that the Contractor execute work for **Fencing work around outside of 3(Three) Nos. of Pond at Garchumuk Farm under WBCADC Bagnan Project at Garchumuk Farm, 58Gate, Shyampur, Howrah for NIT No.-04E-2021-2022, Dated-18/02/2022.**(hereinafter called “the Works”) and the Employer has accepted the Bid by the contractor for the execution and completion of such works and the remedying of any defects therein at a cost of **Rs. .... (Rupees in word)** only which is tender amount of Rs..... (Rupees in word) only minus/plus accepted tender percentage of .....% i.e. Rs.....(Rupees in word) only.

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 hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of execution and completion of the Works and remedying the defects wherein the Contract Price or such other sum as may be payable under provisions of the Contract at times and in the manner prescribed in the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz :
  - i. Letter of Acceptance:
  - ii. Notice to proceed with the works:

- iii. Contractors Bid:
- iv. Contract Data:
- v. Special Conditions and General Conditions of Contract:
- vi. Specifications:
- vii. Drawings:
- viii. Bill of Quantities and
- ix. Any other document listed in the Contract Data

In witness where of the parties thereto have caused this Agreement to be executed the day the year first before written. Signed, Sealed and Delivered by  
 Binding Signature of Employer : WEST BENGALL COMPREHENSIVE AREA  
 DEVELOPMENT CORPORATION



Officer-In-Charge.  
 WBCADC Bagnan Project.

Binding Signature of Contractor : .....  
 (Name and Address) : .....

In the presence of

1)

2)

**SECTION – B**  
**FORM – I**  
**PRE-QUALIFICATION APPLICATION**

To  
Officer-In-Charge,  
WBCADC Bagnan Project.  
Tenpur, Nabasan, Bagnan, Howrah, 711303.

Ref :Tender for Fencing Work around outside of 03(Three) Nos. of Pond at Garchumuk  
Farm under WBCADC Bagnan Project at Garchumuk Farm, 58Gate, Shyampur,  
Howrah.  
N.I.T. No-04-E-2021-2022, Dated -18/02/2022

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 of..... in 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: .....  
capacity in which application is made.

.....  
Signature of applicant including title and

**SECTION – B**

**AFFIDAVIT – “X”**

**(To be furnished in Non – Judicial Stamp paper  
of appropriate value duly notarized)**

1. I, the under-signed 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 under- signed.
  
2. The under-signed 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 last 5 (five) years prior to the date of this N.I.T.
  
3. The under-signed 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 under-signed 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:

## SECTION – C

### SPECIAL TERMS AND CONDITIONS

1. All works are to be done as per general condition and general specification of the P.W.D. Schedule unless specified in the tender.
2. All materials, tools and plants, labours, royalty of building materials (if any) electricity restoration charges and other charges of municipalities or statutory bodies, ferry charges, loading, unloading and handling charges etc. etc. have to be borne by the contractors at their own cost inclusive of Sales tax and all other charges for the execution of the complete or finished work, or in case of supply of materials and for carriage, to the entire satisfaction of the Engineer-in-Charge of the work. In case of non-availability of site or failure of the department to issue materials if specified or necessary drawing etc. in time, extension of time for the period lost, will be granted on receipt of application from the contractor duly recommended by the Engineer-in-Charge. 'No claim' whatsoever for loss of labour charges, tools and plants, scaffolding and increase of cost of materials, transportation charges etc. etc. would be entertained under any circumstances. The contractor should consider the above factors while quoting his rates.
3. Before submission of tenders the contractor should verify from the market about availability of the materials and in no case extension of time will be generally considered on this ground.
4. **The contractor should appoint an authorized representative who is technically qualified (BE/LCE/ LEE, etc. depending upon the type and value of the work) for day-to-day management of the work. The selection of authorized representative is subject to the approval of the Project authority concerned and contractor shall seek in writing such approval of the Project authority, giving therein name and address of the representative he wants to appoint with his specimen signature duly attested by the contractor and the specific purpose for which the representative will be authorized for. Even after first approval the Project authority may issue at any subsequent date, revised directions about such authorized representative and the contractor shall be bound to abide by such directions. The project authority shall not be bound to assign any reason for any of his directions with regard to the appointment of authorized representative.**
5. The contractor shall take up the work within seven days from the date of receipt of the work order. He should supply site work order book at his own cost to the Project authority. The site order book shall be kept under the custody of Engineer-in-



**Charge. The site work order book shall have machine numbered pages in triplicate. Directions or instructions from departmental officers to be issued to the contractor will be entered (in duplicate) in the site work order book (Except when such directions or instructions are given by separate letters). The contractor or his authorized representative shall regularly note the entries in the site work order book and also record thereon the action taken or being taken by him complying with the said directions or any instructions or any relevant point relating to the work. The contractor or his authorized representative may take away the triplicate page of the work order book for his own record.**

6. Supplementary item of works or any claims shall not be entertained unless supported by entries in the work order book or any written order.
7. **Before starting the work, work site, where necessary, must be properly dressed after cutting, clearing and clearing all varieties of jungles and shrubs including bamboo clusters or any undesirable vegetation from within the boundary or alignment or site of works, for which nothing will be paid extra.**
8. The contractor shall make his own arrangements for storage of tools and plants etc. and shall clear and remove the work shed (if any) after completion of the work, which may have created in Corporation's land. Before using any space in Corporation land for any purpose whatsoever, approval of the Project authority in writing is to be obtained by the contractor.
9. **Cost of various tests, e.g., testing of concrete molds etc. to be carried out by the contractor under the direction of the Tender Inviting Authority/Project Authority and for this no extra payment will be allowed.**
- 10 a) All materials to be supplied and used in works by the contractor should be stacked properly at site for the approval of the Engineer-in-Charge. All rejected materials of whatever nature must be removed from the work site within 48 hours of rejection. Otherwise no work shall be continued till the rejected materials are removed from the work site and rent will be charged on the contractor for occupying corporation's land at the rates as to be considered reasonable by the Project authority whose decision would be final to that effect.
10. b) The responsibility for staking of the serviceable materials and their safeguard lies solely with the contractor.
11. Arrangement of water for mixing concrete, soaking bricks, bricks bats and other materials, construction of platforms, vats including cost thereof are to be borne by the contractor. Payment of sales tax for materials, necessary for complete execution of the work, shall have to be made by the contractor.
12. No claim for idle labour would be entertained under any circumstances.
13. All risks on account of railway or roads carriage including loss or damage of vehicles, materials or labour will have to be borne by the contractor.

14. All items of the schedule of works are finished items, except otherwise stated and as such the rate of items are over inclusive of all demands.

### **Samples:**

1. Samples of all goods to be supplied by the contractor and used in the works shall have to get approval of the Engineer-in-Charge of works prior to being used, fitted and fixed.
2. Approval of shade has to be obtained also prior to apply of painting works.

### **3. Sanitary and Plumbing and Drainage.**

All works are to be carried out in accordance with the specifications and conditions for original repairs works 'Sanitary and Plumbing' as stipulated in the P.W.D. schedule of the concerned circle. All works will have to be done with approved materials.

4. Out side of all pipes and fittings shall have to be painted if so specified with two coats of paints of approved brand and shade over a coat of approved primer to match the surface.

### **Rectification of Damages:**

5. Holes through walls, floors, chajja, sunshade etc. should be made just sufficient and not more than 75 mm, larger than outside dia. of pipes. This should be filled up with cement concrete (1:2:4) with trap stone chips. After laying the concrete, the same should be properly cured. After curing the damaged parts should then be fully restored to the original conditions and fully matched with surface in contact. Costs of such works are included in the rates for relevant items and no extra for these items of works would be paid under any circumstances.
6. Measurement of all items of work including supply of materials and composition of materials etc. will be guided as per norms mention the P.W.D. schedule of area concerned.

### **7. Change of address:**

If there be any change of original postal address (mentioned at the time of tender) during the execution and finalization of the work that should be communicated to the Project Authority within 7 days from the date of such changes.

8. Tenderers should also read carefully the content of N.I.T. & other tender documents before submission of the tender in order to be conversant with the provisions stipulated in the NIT, printed tender form, schedule of work, general, special and additional terms and condition etc. Subsequent plea of ignorance of the site condition, terms and condition of the NIT and other Tender documents shall not constitute a ground for preferring & claim of any nature.

Sd/-  
Officer-In-Charge  
WBCADC Bagnan Project.  
**Section- D**

<b>BOQ of the work</b>
------------------------

- a) "I/We agree to carry out the works at par with the Rates shown in above schedule"
- b) "I/We agree to carry out the works at ..... (%) above/below rates shown in the above schedule"

Name of the Tenderer.....  
Address .....

Signature of (Tenderer)  
[Full Signature with Office Seal]

## Section E

### TECHNICAL SPECIFICATION

All works unless specified otherwise shall conform to the latest revisions and / or replacements / amendments of the I. S. Specifications and NB code of practice and as per instruction of Engineer in Charge.

#### NOTE

1 The details of items under this schedule shall be read in conjunction with the corresponding specifications, drawings and other Tender Documents.

2 The work shall be carried out as per drawings, specifications, the description of the items in this schedules and / or Engineer's instructions. Drawings enclosed with these documents are only preliminary for giving some idea of the work involved. Final drawings will be issued progressively during the execution of the works.

3 Items of work provided in this schedule but not covered in the specifications shall be executed as per instruction of the Engineer.

4 Unless specifically mentioned otherwise in the contract, the tenderer shall quote rates for the finished items and shall provide for the complete cost towards power, fuel, tools, tackle, equipment, constructional plant, temporary works, rectification maintenance till handling over, supervision, colonies, shops establishments, services, temporary roads, revenue expenses, contingencies, overheads, profits and all incidental items not specifically mentioned but reasonably implied and necessary to complete the works according to the contract.

5 Local filling/surface preparation may be required in places for movement machineries/materials. Contractor has to evaluate this type of work in detail after inspecting the site. Rate shall include this work also and no extra payment shall be paid on account of land filling/surface preparation.

6 Rates shall be quoted both in figures and in words in clear legible writing. No over writing is allowed. All scoring and cancellations should be countersigned by the Tenderer in case of illegibility; the interpretation of the Engineer shall be final.

7 Engineer's decision shall be final and binding on the contractor regarding clarification of items in this schedule with respect to the other sections of the contract.

**Drawings/List of Drawings:** -To be procured (if required) from the Office of WBCADC Bagnan Project (Tenpur, Nabasan, Bagnan, Howrah, 711303). Any other drawings needed would be supplemented during execution of the work.

**Sd/-**  
Officer-In-Charge  
WBCADC Bagnan Project.

*Copy to for wide circulation:-*

- 1) *The Administrative Secretary, WBCADC, Kol-13.*
- 2) *The District Magistrate, Howrah.*
- 3) *The Project Director, DRDC, HZP.*
- 4) *The District Engineer, HZP.*
- 5) *The In-Charge of Engineering Cell, WBCADC, New C.I.T Road, Kol-14.*
- 6) *The In-Charge of Tender, WBCADC, HQ.*
- 7) *The Savapati, Bagnan-I.*
- 8) *Accountant of this project.*
- 9) *J.T.O(Engg.) of this project.*
- 10) *The Branch Manager, Bank of Baroda, Bagnan, Howrah.*
- 11) *The Post Master, Bagnan Post Officer, Bagnan.*
- 12) *Office Notice Board.*



**Officer-In-Charge  
WBCADC Bagnan Project.**