Sealed tenders are invited by Surul Suprity Society from eligible contractors for civil work (paver block, repairing of drain, pond side protection work and installation of submersible pump) at Common Facility Center of Sriniketan Kantha Stitch Cluster at J. L. No. 104, Plot No. 3317 & 3318, Khatian No. 11117, Vill. Surul, Block. Bolpur Sriniketan, Dist. Birbhum, West Bengal sanctioned under SFURTI. The intending tenderers may collect tender documents from the office SurulSupirity Society (Vill- Surul, P.O. Sriniketan, Dist.- Birbhum, West Bengal, Pin- 731236) or download from the website www.surulsuprity.com The tenderers must submit the bid in two folder system containing prequalification document, (Technical Bid) in one envelop and Financial Bid in another envelop.

1	Downloading Tender Document starts from	13.09.2024	11.00 AM
2	Bid submission start	13.09.2024	12.00 PM
3	Pre-bid Meeting	18.09.2024	11.00 AM to 6.00 PM
4	Bid submission end	03.10.2024	05.00 pm
5	Time and Date for opening Technical Bid	04.10.2024	11.00 am
6	Time and Date of opening Financial Bids	04.10.2024	03.00 pm

Note:

- a) The detailed tender notice and other documents are available at office of SurulSuprity Society on payment of Tender document fees of ₹1000/- or may be downloaded from www.kvic.org.in/ www.surulsuprity.com. In that case, tender documents fees must be paid to Surul Suprity Society before submission of bid.
- b) Tenderers / bidders must have at least three years' experience in similar project and the value of single project must be 50% of the work value of this project.
- c) Tenderers/ bidders must submit Technical bids with the certified copy of following documents in separate envelop properly mentioning "Technical bid for civil work of CFC of Sriniketan Kantha Stitch Chuster" with name and address of bidder submitted by.
 - 1) Forwarding letter in the letter head pad as per Annexure.
 - 2) EMD 2% of work value in the form of DD in favour of Surul Suprity Society payable at Santiniketan must be submitted along with Technical Bid.
 - 3) The bidders' information sheet in excel format should be filled and submitted
 - 4) Latest Trade License / Certificate of Incorporation/Reg. Certificate.
 - 5) Professional Tax clearance certificate, PAN card and GST certificate.
 - 6) Income Tax return for the last three financial years.
 - 7) Audit Report of last three financial years.
 - 8) Credentials, supported with work order and completion certificate/ payment certificate.
 - 9) Electrical contractors license and Electrical supervisor license (1, 2, 7A, 10, &11) must be Produced.
 - 10) Affidavit in original on ₹100/- stamp paper as per format enclosed with SBD.
 - 11) Tender documents signed and stamped by bidder in each page to confirm read and signed.
- d) Financial bid dully signed and sealed by bidder in separate envelop. The envelope mush superscripted as "Financial bid for civil work of CFC of Sriniketan Kantha Stitch Cluster"
- e) Both envelops (envelope containing Technical bid and envelope containing Financial bid) should be kept inside and larger envelop superscripted as "Technical and Financial Bids for construction CFC of Sriniketan Kantha Stitch Cluster" and submitted by name and details address by the bidders.
- f) No bids will be accepted after due date and time mentioned in Tender documents
- g) Sealed Tender documents should be dropped in the prescribed Tender Box (No. SKSC-HI/01) physically.
- h) The work has to be completed within 45 days from the date of issuance of work order.
- i) The detailed Tender schedule is enclosed with this notification.

Sayba Biri

Director
Sutirtha Global Producer
Company Ltd. (SPV)

Surul Suprity Society
Secretary
Suprity Society (M

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DETAILED INFORMATION SHEET FOR BIDDERS

<u>CIVIL WORK OF CFC OF</u> <u>SRINIKETAN KANTHA STITCH CLUSTER</u>

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Secretary (IA)
Surul Suprity Society (IA)

Sayleba BiBi

Director

Sutirtha Global Producer

Company Ltd. (SPV)

<u>SECTION-1</u> Detailed Tender Schedule

ESTIMATE FOR PAVER BLOCK, REPAIRING OF DRAIN, POND SIDE PROTECTION AND SUBMERSIBLE PUMP AT CFC OF SRINIKETAN KANTHA STITCH CLUSTER AT J.L. NO.- 104, PLOT NO-3317, 3318, KH. NO.- 11117, VILL:-SURUL, RUPUR GRAM PANCHAYAT, UNDER BOLPUR SRINIKETAN BLOCK, BIRBHUM

Sl. No.	Description of item	No	Length in mt	Breadth in mt	Height in mt	Quantity	Unit	Rate	Amount
1	Dismantling all types of stacking serviceable ma	aterials at sit	scepting cemente and removir ad of 75 m.	nt concrete plain ng rubbish as din	n or reinforced, rected within a		- 1		
•	DRAIN	1	15.00	0.250	0.45	1.69			
		TOTA	L QUANTIT	Y		1.69	CUM	447.00	754.00
2	Earth work in excavation (including mixed soil but spreading or stacking the includes necessary trimm the bottom, bailing out w	excluding lessons spoils with sing the side	g removing, The item ng and ramming				u u		
	CFC FRONT	1	12.50	4.50	0.3	16.88			
3	Filling in foundation o directed and consolid complete, including	r plinth by f ating same g the cost of	by thorough sa	vers not exceeding turation with with the desired to the desired t	ater ramming	16.88	CUM	119.27	2012.68
5	CFC FRONT	1	12.50	4.50	0.15	8.44			
	DRAIN SIDE	1	15.00	0.15	0.45	1.01			
		TOTA	AL QUANTIT	Y		9.45	CUM	572.55	5410.60
4	Hire and Labour charges for shuttering with centering and necessary staging using approved stout props and hard wood planks for concrete slab beam column etc in/c fitting fixing and striking out after completion of work 25mm to 30 mm thick. Wooden shuttering. DRAIN 1 15 0.6								,
	SIDE	2	4.5	0.15		1.35			
	TOTAL QUANTITY Reinforcement for reinforced concrete work in all sorts of structures including distribution bars, stirrups, binders etc. all complete as per drawing and direction. For works in foundation and up to roof of ground floor / up to 4 m Tor steel Rods / Fe 500 (JSW/JSPL/SHYAM STEEL ETC) 80KM						SQM	328	3395
	FRONT 8MM	32	12.5	0.395		158.00			
5		88	4.5	0.395		156.42			
	SLAB 10MM	116	0.6	0.617		42.94			
		66	1.2	0.617		48.87			
	TOTAL QUANTITY						SQM		
							MT	54869.07	22289
6	Supplying and laying Polythene Sheet (150gm/sq.m.) over damp proof course or below flooring or roof terracing or in foundation or in foundation trenches.							2 2	
	FRONT	1	12.50		1	56.25			
	DRAIN	1	15.00			13.50 69.75			
	TOTAL QUANTITY Ordinary Cement Concrete (mix 3:1.5:1) with graded stone chips (20 mm.down) excluding shuttering and reinforcement, if any, in ground floor.						SQM	24.00	1674.00
	DRAIN	1	15.00		0.45	1.69			
7		1	12.5	4.5		8.44			
, ,		12	1.2	0.75	0.15	1.62			
	DRAIN CC SLAB	12	1.2	U.7.3	1 0.13	1.02		, ,	

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	Plaster (to wall, floor etc.) with chamfering comers as directed a surface includi cement slurry	and rac	king out jo pping and a	ints or ro	ughening of concrete n of			-	
8	Description of item								
	DRAIN	1	15.00	0.70		10.50			
		TC	TAL			10.50	SQM	132.54	1392
	Neat cement punning in/c all com	plete							
9			1 15	0.7		10.50			
	TC	TAL (QUANTIT	Y		10.50	SQM	32.74	344
10	quality as per relevant IS code, laid in pattern as directed in pavement, footpath, driveway (paver block only), etc. including necessary underlay complete in all respect with all labour and material. [Border concrete if necessary to be paid separately]. Note: Sub-grade CBR should not be less than 5. (b) 50 mm thick interlocking designer concrete paver block M30 grade for non-traffic zone,building premises,garden,parks,domestic drive as per IS: 15658-2006(over 20-30 mm medium sand bed on 200mm thk bound granular /granular base course including cost of sand for sand bed but excluding cost of base course & subgrade preparation.) (ii) Colored Decorative 1 12.5 4.5					56.25 56.25	SQM	976	54900.00
11	Concrete wall of pond side (china wall upto 1800mm height) as per local market collection and local market rate								
	POND SIDE WALL		1 18	1.8		32.40			
	TO	OTAL	QUANTIT	1		32.40	SQM	591.80	19174
				-			SUB-TO1	TAL 1 Rs.=	169811.00
		-	Add for GS	T @18%	6 of the Sub-total 1				30566
	SUB-TOTAL 2								
	Add for CESS @ 1% of the Sub-total 2								2004
				SUB TO					202381
12	Add PLUMBING WOR	KS F				H OVER I	HEAD TAI	NK	190000
			70.40		OTAL Rs =				392381
	TOTAL RUPEES THREE LA	KH S	EVENTY	NINTY'	TWO THOUSEND TH	REE HUN	DRED EIG	HTY-ONE	ONLY

Secretary Society (IA)

Sutirtha Global Producer
Company Ltd. (SPV)

SECTION-2 Important dates and declaration related to Bid

1	Name of the Work	Civilwork of Sriniketan Kantha Stitch Cluster sanctioned under SFURTI at J L No.104, Plot No3317 and 3318, Khatian No. 11117, Vill. Surul, Ruppur Gram Panchayet, Bolpur Sriniketan block, Dist. Birbhum, West Bengal
2	Tender invited by	The Secretary, Surul Suprity Society, Vill. Surul, Ruppur Gram Panchayet, Bolpur-Sriniketan block, Dist. Birbhum, West Bengal, Pin. 731236 Contact No. 7602346621 (Implementing Agency of Sriniketan Kantha Stitch Cluster)
3	Tender Notification No. & date	NIT: SSS/SKTC-HI/03, Dt. 13.09.2024
4	Bid submission start date & time	13.09. 2024 from 11.00 AM
5	Bid submission end date & time	03.10.2024 at 5.00 PM
6	Maximum period of work completion	45 days from date of issuance of work order
7	Pre-bid meting	18.09.2024 from 11.00 AM to 5.00 PM
9	Place of bid submission	Tender Box No. SKSC-HI/03 at office of Surul Suprity Society, Vill. Surul, Ruppur Gram Panchayet, Bolpur Sriniketan block, Dist. Birbhum, West Bengal
10	Place of bid opening	Office of Surul Suprity Society, Vill. Surul, P.O. – Sriniketan, PS - Santiniketan, Bolpur Sriniketan block, Dist. Birbhum, PIN - 731236, West Bengal
11	Date & time of Technical bid opening	04.10.2024 at 11.00 AM
12	Date & time of Financial bid opening	04.10.2024 at 3.00 PM

Secretary Society (IA)

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Director

Sutirtha Global Producer

Company Ltd. (SPV)

SECTION-III Instructions to Bidders (ITB) <u>A. General</u>

1. Scope of Bid

- 1.1. The Secretary, Surul Suprity Society, the employer invites bids for the construction of works as described and referred to as "the work". The name and identification number of the works is provided in Notification and Section-I. The bidders have to submit bids for all of the works detailed in the table given in the Notice Inviting Tender. Bid for each work should be submitted separately.
- 1.2. The successful Bidder will be expected to complete the work by the Intended Completion Date as specified.
- 1.3. Throughout these documents, the terms "bid" and "tender" and their derivatives (bidder/tenderer, bid/tender, bidding/tendering etc.) are synonymous.

2. Eligible Bidders

- 2.1. This Invitation for Bids is open to the bidders having requisite qualification as specified in the Notification.
- 2.2. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, the State Government or any public undertaking, autonomous body, authority by whatever name called under the Central or the State Government.

3. Qualification of the Bidder

- 3.1. The bidders having following criteria are qualified for submission of bid.
 - a) Having original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder.
 - b) Evidence of ownership [if necessary] of major items of construction equipment named in ITB or evidence of arrangement of possessing them on hire / lease / buying as defined therein.
 - c) Information regarding any litigation or arbitration during the last five years in which the bidder is involved, the parties concerned, the disputed amount, and the matter.
 - d) The bidder should have three years of experience and value of single project should be at least 70% of work value

4. Bids from joint venture are not allowed.

4.1. Each bidder must produce:

- i. The current income tax return and Pan Card.
- ii. Such other certificates as defined in the Appendix to ITB. Failure to produce the certificates shall make the bid non-responsive.
- 4.2. The bidder must not have in his employment:
 - i. The near relations (defined as first blood relations, and their spouses, of the bidder or the bidder's spouse) of persons listed in the Appendix to ITB.
 - ii. Without Government permission, any person who retired as gazetted officer within the last two years of the rank and from the departments listed in the Appendix to ITB.
- 4.3. To qualify for a work of contracts made up of this and other contracts for which bids are invited in the Notice Inviting Tender, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.
- 4.4. The scope of Sub-Contracting is not allowed strictly by anyway.
- 4.5. Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:
 - i. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and / or record of submission of any false / fake document(s).
 - ii. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.
 - iii. Participated in the previous bidding for the same work and had quoted unreasonably high or low bid prices and could not furnish rational justification for it to the Employer.

5. One Bid per Bidder

5.1. Each Bidder shall submit only one Bid for one work. A Bidder who submits more than one Bid for one particular bid will cause the proposals with the Bidder's participation to be disqualified.

6. Cost of Bidding

6.1. The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will, in no case, be responsible or liable for those costs.

7. Site Visit

7.1. The Bidder, at his own cost, responsibility and risk, is encouraged to visit, examine and familiarise himself with the site of work and its surroundings including source of earth, water, road/building aggregates etc. and obtain all information that may be necessary for preparing the bid and entering into a contract for construction/maintenance of the work. The costs of visiting the site shall be at the bidder's own expense. He may contact the person whose contact details are given in the Appendix to ITB.

Sayed Bibi Director Sutirtha Global Producer Company Ltd. (SPV) Page 6 of 23

Secretary Society (IA)

B. Bidding Documents

8. Content of Bidding Documents

- 8.1. The set of bidding documents comprises the documents listed below and addenda/ corrigenda issued in accordance with Clause 10 of ITB.
 - 1) Notice Inviting Tender
 - Instructions to Bidders 2)
 - Conditions of Contract
 - 4) Specifications (Schedule of Quantity)
- 8.2. The bidder should download the entire bidding document from the website or collect from Surul Suprity Society.
- 8.3. The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms and specifications, bill of quantities, forms and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be liable to rejection of Bid Documents.

9. Clarification of Bidding Documents and Pre-bid Meeting

- 9.1. A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable ("cable" includes fax, e-mail and facsimile) at the Employer's address indicated in the Notice Inviting Tenders. The Employer will respond to any request for clarification received earlier than 7 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying
- 9.2. If a pre-bid meeting is to be held (if there is provision for that in "the list of important dates" of SBD), the bidder or his authorised representative is invited to attend it. Its date, time and address are given in the Appendix to ITB.

10. Amendment of Bidding Documents

- 10.1. Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda/Corrigenda.
- 10.2. Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing by registered post or by cable to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by fax, e-mail and facsimile to the Employer.
- 10.3.To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with Clause 20.2 of ITB.

C. Preparation of Bids

11. Language of Bid

11.1.All documents relating to the Bid shall be in the language specified in the Appendix to ITB.

12. Documents Comprising the Bid

12.1. The Bid submitted by the Bidder shall be in two separate Covers:

Cover I This shall be named Technical Bid for civil work of CFC of Sriniketan Kantha Stitch Clusterand shall comprise of:

- Forwarding letter in the letter head pad as per Annexure.
- EMD 2% of work value i.e. ₹ 95040.00 (Ninety-five thousand forty only) in the form of DD in favour of Surul Suprity Society payable at Bolpur must be submitted along with Technical Bid.
- The bidders' information sheet in excel format should be filled and submitted c)
- Trade License / Certificate of Incorporation/ Reg. Certificate. d)
- Professional Tax clearance certificate, PAN card and GST certificate.
- Income Tax return for the last three financial years. f)
- Audit Report of last three financial years. g)
- Credentials, supported with work order and completion certificate/ payment certificate. h)
- Electrical contractors license and Electrical supervisor license (1, 2, 7A, 10, &11) must be Produced. i)
- Affidavit in original on ₹100/- stamp paper as per format enclosed with SBD. j)
- Tender documents signed and stamped by bidder in each page to confirm read and signed. k)
- Authorised address and contact details of the bidder having the following information: -
- a) Address of communication; b) Telephone No(s) Office c) Mobile No.
- m) Undertaking that the bid shall remain valid for the period of 180 days after opening financial bid

Cover II. It shall be named Financial Bid for civil work of CFC of Sriniketan Kantha Stitch Cluster and shall comprise of:

- (i) Signed Bill of Quantity (BOQ)
- (ii) Quoting of rate thereof in their letter head. (as per enclosed format).

12.2. Each part shall be separately covered. Secretary Society (IA)

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13. Bid Prices

- 13.1. The Contract shall be for the whole work based on the priced Bill of Quantities submitted by the Bidder.
- 13.2. The Bidder shall adopt the Percentage Rate Method.

Percentage Rate Method requires the bidder to quote a percentage above/below/at par of the schedule of rates.

- 13.3.All duties, taxes, royalties and other levies payable by the Contractor under the Contract to the State / Central Government / Local bodies for any other cause, shall be included in the rates, prices, and total Bid price submitted by the Bidder, 1% Cess under W.B. Building and other Construction Workers (Regulation of Employments & Condition of Service) Welfare Cess Act, 1996 will be deducted from the bill(s).
- 13.4. The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment.

14. Currencies of Bid

14.1. The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.

15. Bid Validity

- 15.1.Bids shall remain valid for a period of one hundred eighty (180) days after the deadline for financial bid date for bid submission specified in Clause of ITB. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 15.2.In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by e-mail. A bidder will not be required or permitted to modify his bid, but will be required to extend the validity of his earnest money for a period of the extension, and in compliance with Clause of ITB in all respects.

16. Earnest Money

- 16.1. The Bidder shall furnish Earnest Money for the amount specified in the N.I.T
- 16.2. The Earnest Money shall be deposited in the form of Demand Draft, payable at SBI, Santiniketan, in favour of Surul Suprity Society
- 16.3.Any bid not accompanied by an acceptable Earnest Money in the Technical Bid shall be rejected by the Employer as non-responsive.
 16.4.The Earnest Money may be forfeited:
- a) If the Bidder withdraws the Bid after bid opening (technical bid) during the period of Bid validity;
- b) In the case of a successful Bidder, if the Bidder fails within the specified time limit fails to Sign the Agreement by depositing the cost of tender document

17. Security Deposit

- 17.1.In respect of successful tenderer/ bidder, security amount of 10% of the work value to be deposited in the form of Demand Draft in favour of Surul Suprity Society from the date of issue of acceptance of the tender and before issuance of work order. Otherwise, the Earnest money of the tenders shall be converted as a part of security deposit. If the Earnest money falls short of 2% (two percent) of the tendered amount, the tenderer/ bidder shall have to deposit the balance amount within 7 (seven) days from the date of issue of acceptance of the tender. In other cases, the balance amount shall be recovered from the bill of the tenderer.
- 17.2. Security deposit will be kept hold for one year from the date of handover of the CFC (the work) to Surul Suprity Society and it will be released to tenderer on obtaining satisfactory report from Surul Suprity Society.

18. Alternative Proposals by Bidders

18.1.Bidders shall submit offers that comply with the requirements of the bidding documents, including the Bill of Quantities and the basic technical design according to the indication of specification and drawings. Alternative proposals will be rejected as non-responsive.

19. Format and Signing of Bid

- 19.1. The Bidder shall submit one set of the bid comprising of the documents as described in Clause 12 of ITB.
- 19.2. The Bid shall be signed by a person or persons duly authorised to sign on behalf of the Bidder,

D. Submission of Bids [in the box kept in the office/ Offline]

20. Sealing and Marking of Bids

20.1. The Bidder shall submit the two separate cover marked "Technical Bid" and "Financial Bid" in one outer cover. The contents of the Technical and Financial Bids shall be as specified in Clause 12.1 and 12.2 of ITB.

21. Deadline for Submission of Bids

Secretary (IA)
Surul Suprity Society (IA)

- 21.1.Complete Bids (including Technical and Financial) must be submitted by the Bidder within specified time as per office clock.
- 21.2. The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10.3 of ITB, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

22. Late Bids

22.1. Any Bid after the deadline prescribed in Clause 21 of ITB will be not be accepted by the authority.

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Director

Sutirtha Global Producer

Company Ltd. (SPV)

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E. Bid Opening and Evaluation

23. Bid Opening

- 23.1. The Employer will open the bids received in the presence of the bidders / bidders' representatives who choose to attend at the time, date and place specified in the "List of Important dates of Bids" of Section-1 of SBD. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.
- 23.2. The envelope containing the technical bid shall be opened first and if the Earnest Money is not there, or incomplete, the remaining bid documents will not be opened and bid will be rejected.
- 23.3.In all other cases, the amount of Earnest Money, forms and validity shall be announced. Thereafter, the bidders' names and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.
- 23.4. The Employer will prepare entire bid details in the tender register after opening of the bid.
- 23.5.Evaluation of the technical bids with respect to bid security, qualification, information and other information furnished in Part I of the bid in pursuant to Clause 12.1 of ITB, shall be taken up and completed preferably within fifteen working days of the date of bid opening, and a list will be drawn up of the responsive bids whose financial bids are eligible for consideration.
- 23.6.The Employer shall publish a list of the bidders, whose technical bids are found responsive and will be put on the Notice Board of the Employer before the schedule date of opening of financial bid. In case the specified date is deferred, a corrigenda notice will be published stating the revised schedule of bid opening (Financial) and will be published in the Notice Board of the Employer at least one day before the Specific date as mentioned in Section 2 (List of Important dates). No separate communication will be made to the prospective bidder from the end of the Employer.
- 23.7 At the time of the opening of the 'Financial Bid', the names of the bidders whose technical bids were found responsive in accordance with clause 22.5 of ITB will be announced. The financial bids of only these bidders will be opened. The responsive bidders' names, the Bid prices, the total amount of each bid, and such other details as the Employer may consider appropriate will be announced by the Employer at the time of bid opening. Any Bid price, which is not read out and recorded, will not be taken into account in Bid Evaluation.
- 23.8. The Employer shall enter the bid details in a register to be opened for this purpose.

24. Process to be Confidential

24.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any attempt by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.

25. Clarification of Bids and Contacting the Employer

- 25.1.No Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded.
- 25.2. Any attempt by the bidder to influence the Employer's bid evaluation, bid comparison or contract award decision may result in the rejection of his bid.

26. Examination of Bids and Determination of Responsiveness

- 26.1. During the detailed evaluation of "Technical Bids", the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clauses 3 and 4; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents. During the detailed evaluation of the "Financial Bids", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications and drawings.
- 26.2.A substantially responsive "Financial Bid" is one, which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or revision. A material deviation or revision is one (a) which affects in any substantial way the scope, quality, or performance of the work; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids. No conditional bid will be accepted in any form.
- 26.3.If a "Financial Bid" is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or revision.

27. Evaluation and Comparison of Bids

- 27.1. The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 24 of ITB.
- 27.2.In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price.
- 27.3. If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After

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evaluation of the price analyses, the Employer may require that the amount of the performance security at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. The amount of the performance security shall be decided at the sole discretion of the Employer, which shall be final, binding and conclusive on the bidder.

28. Price Preference

28.1. There will be no price preference to any bidder.

F. Award of Contract

29. Award Criteria

29.1. Subject to Clause 31 of ITB, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 3 of ITB, and (b) qualified in accordance with the provisions of Clause 4 of ITB;

30. Employer's Right to accept any Bid and to reject any or all Bids

30.1. Notwithstanding Clause 27 above, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.

31. Notification of Award and Signing of Agreement.

- 31.1. The bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, fax, letter, e-mail or facsimile confirmed by registered letter.
- 31.2. The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security, if required.
- 31.3. The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and the successful Bidder after the performance security (if required) and the cost of bid document is furnished.
- 31.4.Upon doing the agreement the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

32. Advances

- 32.1. No Mobilization Advance and Advance against purchase of equipment will be paid for the work.
- 32.2.No Secured Advance will be paid for the work under any circumstances.

33. Corrupt or Fraudulent Practices

The Employer requires the bidders / contractors to strictly observe the laws against fraud and corruption in force in India, namely, Prevention of Corruption Act, 1988.

34. Escalation in Price

Under no circumstances Escalation in prices in materials, labour charges, cost of P.O.L. will be entertained.

Appendix to ITB

The Employer should fill out this Appendix to ITB before issuing the bidding documents. The insertions should correspond to the information provided in the Invitation for Bids.

Clause Reference

- The Employer: Secretary, SurulSuprity Society
- The Works is: As notified in the NIT.
- Identification No. of the works is: As notified in the NIT.
- The District is; Birbhumin West Bengal.
- Eligible Bidders are: As mentioned in Point No. 3 of ITB
- The Contact person is: Secretary, Surul Suprity Society
- Language of the bid is: English.
- Schedule of Rate applicable for Percentage Rate Method is: PWD Schedule of Rates.
- Amount should be deposited through bank draft payable at Santiniketan In favour of: Surul Suprity Society
- Exemption from Earnest Money is not granted in any case
- The Employer's address for the purpose of Bid submission is; Surul Suprity Society, Vill. Surul, P.O. Sriniketan, P.S. Santiniketan, Block. Bolpur Sriniketan, Dist. Birbhum, Pin 731236

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Sayleba Bilai Director Sutirtha Global Producer Company Ltd. (SPV)

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SECTION-4 GENARAL CONDITIONS OF CONTRACT

Part -I

Clause 1: The person(s) whose tender may be accepted (hereafter called the contractor) shall

- (a) (Up to a limit of ten days of the receipt by him, of the notification of the acceptance of his tender) deposit in the form of Demand Draft drawn in favour of Surul Suprity Society payable at SBI, Santiniketan with work identification no, a sum sufficient with the amount of the earnest-money deposited by him with his tender to make up the full security deposit specified in the tender]; or
- (with the earnest-money deposited by him) amount to 10 (Ten) per cent of all moneys so payable such deductions to be held by Surul Suprity Society 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 per cent of the total estimated cost of the work, it shall be lawful for Surul Suprity Society at the time of making any payment to the contractor for work done under the contract to make up the full percentage of ten per cent by deducting a sufficient sum from every such payment as last aforesaid. All compensations or all other sums of money payable by the contractor to Surul Suprity Society under the terms of his contract may be deducted from any sums which may be due or may become due to the contractor by Surul Suprity Society on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction 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 any part thereof.

Clause 2:

- (a) The time limit for carrying out the work as specified in the tender papers and the agreement entered into thereon, shall be observed by the contractor and shall be calculated from the date on which the order to commence the work is communicated to the contractor. He shall ensure that the work proceeds throughout the stipulated period of the contract with all due diligence for maintaining the specified schedule of time at every stage of the work.
- (b) The contractor entrusted with a work shall be liable to pay to the Surul Suprity Society as compensation an amount not exceeding one per cent of the tendered value of work remaining unexecuted for each day of delay and without any prejudice to the generality of this provision, he shall be liable to make such payment on the tendered value of:
 - i. The entire work when he fails to commence the work on or after the day of commencement of the work as specified in the work order or the agreement executed.
 - ii. Any distinct segment of the work when he fails to complete the work of that segment within one month from the date specified for its completion.
 - iii. Uncompleted part of the work if he fails to complete as per the work programme.
 - iv. Provided that compensation not exceeding one per cent on any occasion as referred to in sub-rule may be determined by the Surul Suprity Society in administrative control of the work after giving an opportunity of hearing to the contractor.
- (c) Any contractor aggrieved by the decision of the Tender Committee referred to in sub-rule (c) may submit a review petition to the Chairman of Cluster Working Committee

Clause 3: In any case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit, (whether paid in one sum or deducted by instalments) Surul Suprity Society shall have power to adopt any of the following courses.

- (a)To rescind the contract (of which rescission notice in writing, to the contractor under the hand of Surul Suprity Society shall be conclusive evidence), and in which case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of Surul Suprity Society.
- (b) 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 expense 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 Secretary, Surul Suprity Society should be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by Surul Suprity Society under the contract, or otherwise, or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

In the event of any of the above courses being adopted by the Surul Suprity Society, 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 advance on account, or with a view to the execution of the works or the performance of the contract. And in case the contract shall be rescinded under the provision 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 Engineer of Surul Suprity Society 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:If the contractor shall desire an extension of the time for completion of the works on the grounds of his having been unavoidably hindered in its execution, the contractor shall give an immediate report of such hindrance to the Secretary, Surul Suprity Society (IA) in writing and if contractor shall desire an extension of time for completion of the work on the ground thereof he shall apply

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in writing to the Secretary, Surul Suprity Society within 7 days of the date of cessation of such hindrance on account of which he desires such extension as aforesaid and the Secretary, Surul Suprity Society with approval from concerned authority shall authorize such extension of time, if any, as may, in his opinion, be necessary or proper.

Clause 5:On completion of the work the contractor shall be furnished with a certificate by the concerned engineer of Surul Suprity Society of such completion, but no such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials and rubbish, and cleaning 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 engineer whose measurements shall be binding and conclusive against the contractor. If the contractor shall fail to comply with these requirements of this clause as to removal of scaffolding, surplus material and rubbish and clearing of dirt on or before the date fixed for the completion of the work, the Surul Suprity Society with the consent of engineer 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 expenses so incurred, and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Clause 6:No payment shall be made for works estimated to cost less than rupees one thousand, till after the whole of the works shall have been completed and a 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 thereof be entitled to receive a monthly payment proportionate to the part thereof then approved and passed by the engineer, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor on prior recommendation by the engineer. But all such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payments for 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 and reconstructed, or re-creeted or be considered as an admission of the due performance of the contract, or any part thereof, in any respect, or the accruing of any claim, nor shall it conclude, determine or affect in any way the powers of the engineer and his employer 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 engineer's certificate of the measurement with consent of Surul Suprity Society and of the total amount payable for the work accordingly shall be final and binding on all parties.

Clause 8:A bill shall be submitted by the contractor each month on or before the date fixed by the engineer for all works executed in the previous month and the engineer 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 ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid the engineer may depute a sub-ordinate to measure up the said work in the presence of the contractor, whose counter-signature to the measurement list will be sufficient warrant, and the engineer may prepare a bill from 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 Surul Suprity Society and the charges in the bills shall always be entered at the 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 the rates hereinafter provided for such work.

Clause 9A:

- (1) Payment 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 the Secretary, Surul Suprity Society, (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 the correctness of the account made out or his signature on the bill, before settlement. While the receipt given by such bank shall constitute a full and sufficient discharge for the payment, the contractor should, whenever 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 secure payment to the financing Bank, payments made to the contractor should be accepted as full acquaintance so far as Surul Suprity Society is concerned. As part of the arrangement, financing bank should give Secretary, Surul Suprity Society a letter to this effect.
- Note 1. The procedure will not affect the usual rights of Secretary, Surul Suprity Society to deduct from contractor's bills (whether endorsed in favour of a Bank, or not) any sum due to Secretary, Surul Suprity Society on account of penalties, over-payments, etc. on this or any other contract with the Surul Suprity Society.
- Note 2. Nothing herein contained shall operate to create in favour of the bank any rights or equities vis-a-vis the Secretary Surul Suprity Society.

Clause 10: The contractor shall execute the whole and every part of the work in the most substantial and workman-like-manner, and both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the engineer and lodged in the office and to 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 office 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 instructions as aforesaid.

Secretary (IA)

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Clause 11:In the case of any altered, additional or substituted work, which the contractor is required will have to informed in writing to the Secretary, Surul Suprity Society within 3 days from the date of work order issued to contractor. The altered, additional and substituted work may be executed on receiving approval of engineer and Surul Suprity Society.

Clause 12:If it shall appear to the engineer or Surul Suprity Society, that any work has been executed with unsound, imperfect, or unskillful workmanship or with materials of an inferior description or that any materials or article provided by him for the execution of the work are unsound or of a quality of articles inferior to that contracted for, or otherwise not, in accordance with contract, the contractor shall on demand in writing form the engineer specifying the work materials or articles complained of notwithstanding that the same may have been in advertently passed, certified and paid for forthwith rectify, or remove and re-construct the work so specified and provide other proper and suitable materials or articles at his own proper charge and cost, and in the event of his failing to do within a period to be specified by the engineer / employer 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 case of any such failure, the engineer may rectify or renew 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 expenses in all respects of the contractor.

Clause 13:All works 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 engineer and his subordinate and the contractor shall at all times during the usual working hours, and at all other times at which responsible notice of the intention of the employer / engineer of his subordinate to visit the works shall have been given to the contractor, either himself be present to receive orders and instructions or 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 given to the contractor himself.

Clause I4: The contractor shall give not less than five days' notice in writing to the Secretary of Surul Suprity Society/ engineer 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 covered up or placed beyond the reach or measurement and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Secretary, Surul Suprity Society/ engineer of the work and if any work shall be covered up or placed beyond the reach 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 which the same was executed.

Clause 15:If the contractor, or his workmen or servants shall break, deface, injure, or destroy any part of a building, in which they may be working or any building road, road kerbs, fence enclosure, water pipes, cables, drains, electric or telephone posts or wires, furniture, fittings, fixtures, 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 after a certificate final or otherwise of its completion shall have been given by the engineer may cause the same be made good by other workmen and deduct the expense (of which the certificate of the engineer 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 sale thereof or of a sufficient portion thereof.

The security deposit of the contractor made in the manner provided in clause 1 hereof shall be refundable on the expiry of 1(one) year in case of building work or biform the date of completion of the work after the issue of the certificate, final or otherwise of the completion of the work subject to the condition that no such refund or security deposit shall be allowed till the final bill has been prepared and passed, where the engineer is satisfied that the contractor after completion of the contract period is unable to execute remaining part of the work for reasons beyond his control, the engineer at his discretion may recommend to make a proportionate refund of the security deposit of the contractor. The contractor shall be responsible for rectifying defects in all type of work within the security period. The total security will be refunded after expiry of the defect liability period.

Clause 16:The contractor shall supply at its own cost materials, plant, tools, appliances, implements, ladders cordage, tackle, scaffolding and temporary works requisite or proper for the execution of the work whether original, altered or substituted and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the engineer as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled to require with 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, weighing and assisting in the measurement or examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the engineer at the expense of the contractor and the expenses maybe deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale 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, or action, 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 damage and costs which may be awarded in any such person.

Clause 17: No female labour shall be employed within the limit of a Cantonment. No labour below the age of eighteen years shall be employed on the work.

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(a) The contractor shall pay to labour employed by him either directly or through sub-contractors, wages not less than fair wages as defined in the C.P.W.D Contractor's Labour Regulations in: so far as such regulations have application within the state of West Bengal or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

(b) The Contractor shall notwithstanding the provisions of any contract to the contrary, cause to be paid fair wages to labour indirectly engaged on the work including any engaged by his sub-contractors in connection with the said work, as if the labour

had been immediately employed by him.

(c) In respect of all labour directly or indirectly employed in the work for performance of the contractor's part of his agreement the contractor shall comply with or cause to be complied with the CPWD Contractor's Labour Regulations as mentioned in sub-para (a) above made from time to time in regard to payment of wages period, deductions from wages, recovery of wages not paid and deductions unauthorizedly made maintenance of wage books or slips publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulations' &: Abolition) Rules, 1971 wherever applicable.

(d) The contractor shall comply with the provisions of Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Industrial Dispute Act, 1947, Maternity Benefits Act, 1961 and the Contract Labour (Regulation & Abolition) Act, 1970 or the Modifications thereof or any other laws relating thereto and the Rules made there under from time

to time.

(e) The Regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of the contract.

Clause 18: The contract shall not be assigned or sublet in any circumstance.

Clause 19: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 Secretary, Surul Suprity Society for his information.

Clause 20:In case of dispute and arbitration of any clause / condition, the decision of Director, KVIC, Kolkata will be final and remain unchallenged.

Clause 21:When the estimate on which the tender is made include lump sums in respect of parts of the work, the contractors 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 engineer capable of measurement, the engineer may at his discretion recommend to pay the lump sum amount entered in the estimate, and the certificate in writing o the engineer shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of the clause.

Clause 22: 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 and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.

Clause 23: The contractor(s) shall at his/their own cost provide his/ their labour with hutments at approved site and shall make arrangements for conservancy and sanitation in the labour camp to the satisfaction of the local Public Health and Medical Authorities. He/They also at his/ their own cost make arrangements for the laying of pipe lines for water supply to his/their labour camp from the existing mains, wherever available and shall pay all fees, charges and expenses in connection therewith and incidental thereof.

Clause 24: Clause of forfeiture of EMD amount. At any point of time Surul Suprity Society, Implementing Agency finds the performance of contractor unsatisfactory, Surul Suprity Society reserves the right to terminate the contract. The loss of damage suffered by the Surul Suprity Society will be debited from the bidder assigned for the work from the EMD given.

Note: The person or firm submitting the tender should see that the rates in the above schedule are filled up by the engineer on the issue of the form prior to the submission of the tender.

Signature of Contractor Signature of
Secretary,
Surul Suprity Society
Surul Suprity Society (IA)

Director
Sutirtha Global Producer
Company Ltd. (SPV)

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ADDITIONAL CONDITIONS

- The party has to enter into an agreement with Surul Suprity Society, Implementing Agency of Sriniketan Kantha Stitch Cluster on the stamp paper of ₹ 100.00 (Rupees one hundred only) on the prescribed format.
- The Tenderer must accept all the terms and conditions unconditionally. In case the tenderer wants to deviate the conditions, such deviation should clearly be specified in the offer. If no deviations are given in the offer, it will be assumed that the Tenderer accepts all the terms and conditions of the tender.
- All materials should be best of their kind and shall confirm to the latest Indian standard. All materials should be approved quality as per the samples and approved by the concerned authority.

Cement: Shall comply with the latest specification confirming to IS: 8112 for 43 Grade OPC and IS: 12269 for 53 Grade Cement. Reinforcement: High Yield Strength deformed bars confirming to IS: 1786 -1990 Fe500 (Thermo mechanically treated bars) and

Mild Steel confirming to IS:432 (Part-I).

Coarse Aggregate: Shall be the best quality, hard machine crushes stone free from earth or any organic matter etc. suitably graded and shall confirm to IS: 383-1990.

Sand: Shall be sand clean, sharp, strong, angular and composed of hard siliceous materials. It shall be free from any harmful materials such as iron pyrites, coal, mica, shale, clay alkali, soft fragments, sea shale, organic impurities etc. It shall be obtained from approved quarries and shall confirm to IS:383-1990.

Bricks: It should be first class table moulded bricks, well burnt, sound, hard square with sharp edges and shall confirm to IS: 1077-

1992 having strength of 35Kgs/Sq. cm (3.5N/mm2) as specified in the item.

Timber: Shall be best quality, perfectly dry, well-seasoned and free from sap wood, sound straight, free from loose knots, crack shakes and any appearance of root and any other defect and confirming to IS:12896 - 1990. No wood work shall be placed in position covered in the wall unless it is approved by the Architect.

Hardware Fittings for Doors: All the doors should be provided with MS powder coated hinges, aldrops, tower bolts, locks etc. or

as specified in the schedule of quantities. The external locks should be provided with Godrej make locks.

Admixture: Admixtures if used shall comply with IS: 9103. Admixture to concrete shall not be used without the written consent of the Architect. When permitted, the contractor shall furnish full details from manufacturer and shall carry such test as the Architect may require before any admixture is used in the work to check particularly for Chlorides.

Admixture may be used to modify one or more of the following properties of Fresh Concrete.

To increase workability without increasing water content or to decrease water content at the same workability.

To retard or accelerate both initial and final settings times. b)

- To reduce and prevent settlement. c)
- To increase slight expansion in concrete and mortar. d)
- To modify the rate or capacity for bleeding or both. e)
- To reduce segregation of concrete, mortars and grouts. f)
- To reduce rate of slump loss. g)

Admixture may also be used to modify one or more of the following properties of Hardened Concrete.

- To retard or reduce heat generation during early hardening.
- To accelerate the rate of strength development.
- To increase the strength of concrete and mortar (Compressive, tensile and flexural). c)
- To increase durability or resistance to severe conditions of exposure including the application of devising salts.
- To decrease the capillary flow of water.
- To decrease permeability to liquids. f)
- To control the expansion caused by the reaction of alkaline with certain aggregate constituents.
- To produce cellular concrete. h)
- To increase the bond of concrete to steel reinforcement. i)
- To increases the bond between old and new concrete. j)
- To improve impact resistance and abrasion resistance. k)
- To inhibit the corrosion of embedded metal.
- To produce coloured concrete or mortar.

Machines such as Mixture machine etc.to be used at the construction site for construction purpose must be available with the contractor. Delay in work due not non-availability of machines will not accepted. The chairman of Tender & Purchase Committee has the right impose penalty clause and the contactor is bound to accept the same.

- Contractors will be responsible for the payments of all water charges payable to the concerned authority or any other water works authority including government department concerned.
- If the contractor shall desire and extension of the completion of the work under Clause 5of the contract, no application for such extension will be entertained if it is not received in sufficient time to allow the engineer to consider it and the contractor will be responsible for the consequences arising out of his negligence in this respect.
- The contractor will have to leave ducts in walls and floors to run conduit or cables where necessary, and he will not be entitled to any extra payment on this account.

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- No compensation for any damage done by rain or traffic during execution of the work will be made.
- 8. Whenever a work is carried out electric lights or electric danger signals wherever available shall provide by the contractors on the barriers as well as he paraffin light. Facilities for the electric connection may be made by Surul Suprity Society if available, but the contractor will bear all the expenses.
- 9. The contractor should quote through rate inclusive of cost of materials and carriage to place of working.
- 10. The contractor should give complete specifications showing the method of execution and the quantity and quality of materials they intend to use per hundred sq. meter area.
- 11. In cases where water is used by the contractor he will be required to deposit in advance with the engineer the charges for water which are to be calculated in accordance with the schedule.
- 12. It must be clearly understood by the contractor that no claim on account of enhanced rates on those already accepted due to fluctuations will be entertained during the validity period of this contract.

Inconvenience of the Public

- 13. The contractor(s) shall not deposit materials on any site which will seriously cause inconvenience to the public. The engineer may require the contractor(s) remove any materials, which are considered by him to be a danger or an inconvenience to the public or cause them to be removed at the contractor's cost.
- 14. The contractor undertakes to have the site clean, free from rubbish to the satisfaction of the engineer. All surplus materials, rubbish, etc. will be removed to the places fixed by the engineer and nothing extra will be paid.
- 15. The contractor shall not allow any rubbish or debris to remain on the premises during or after repairs, but shall remove the same and keep the place neat and tidy during the progress of the work. The engineer may get the site or premises cleared of debris etc. and recover the cost from the bill of the contractor, if the latter show slackness in observing this clause. Materials brought at site shall not be stacked at random.

Sutirtha Global Producer Company Ltd. (SPV)

Signature of Contractor

Signature of Secretary,

Surul Suprity Society
Secretary

Surul Suprity Society (IA)

Part-II SPECIAL TERMS AND CONDITIONS

All works are to be carried out in accordance with the General condition and General Specifications of P.W.D. Schedules
of Rates for Building Works, Road and Bridge Works, Carriage, Supply of Materials and Labours& for Plumbing Works,
Sanitary Works and Materials and Labours for the year in vogue in the concerned area of the circle.

. The Specification for work not covered by the specification, laid down in the P.W.D. Circle's Schedule shall be governed by I.S. Code of Practice and as per I.R.C. Specifications or Code of practice, as the case may be, according to the

direction of Chairman of Tender & ProcurementCommittee.

3. In addition to above the Special Terms and Conditions and Specifications as mentioned hereinafter shall be applicable. If the stipulation of the various contract documents be at variance in any respect, one will override the other (only in 50 percent as these are at variance) in the order of precedence as given below:

a) Special Terms and Conditions.

b) Special Specifications (if any), Additional Terms & Conditions.

c) Notice Inviting Tender.

d) Specific priced schedule with probable items with approximate quantities.

e) Printed Tender Form.

4. The contractor must obtain the License under the Contract Labour (Regulation and Abolition Act, 1970) and the

certificate for the same should be submitted to Surul Suprity Society.

5. The Contractor shall comply with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued there under from time to time. If he fails to do 50, his failure will be a breach of the Contract and the officer accepting the tender may, at his discretion, cancel the Contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provision of the Act.

The Contractor shall pay all charges and fees legally payable for acts arising out of the work.

- 7. The contractors shall arrange all transport for carriage of all tools & plants, implements and materials etc. at their own cost.
- 8. The contractor shall provide at his own cost all pumping and other arrangements that may be necessary to remove from or keep out of foundations or any part of the structure' under construction water whether canal water, sub soil water from any source, whatsoever, such pumping or other necessary arrangements shall not be paid for separately and the cost thereof is to be included in the contractor's rate of relevant items of works.

Arrangements for water for building works, such as mixing mortar, soaking brick materials, brick works, concrete works, consolidation of metals, washing metals and chips etc., construction of platforms and vats etc. including cost thereof are to be borne by the contractors. The water should 'be clean, free from loam, slit and organic materials. No hard water shall

be used. The rates quoted by the contractors must be inclusive of all such charges and costs.

10. The contractor shall arrange for temporary sheds & latrines, water supply etc., and make such arrangement for the use of his staff and labour and to keep the latrine dean and disinfected, as will be directed by Surul Suprity Society and shall remove those completely on completion of the work and the ground restored to its original condition to the satisfaction of

the Engineer-In-Charge.

11. The contractors shall make their own arrangements for storage space and go-down for their tools and plants, materials etc. and shall also erect at their own cost necessary sheds and go-downs for proper storage of materials such as cement, steel materials etc. which will be issued to them as necessary, from time to time. All sheds, go-downs, vats, platforms etc. constructed by the contractors for constructional purposes shall have to be removed by them on completion of the work at their own cost and the ground restored to the original condition to the satisfaction of the Engineer-in-Charge engaged by Surul Suprity Society.

12. The contractor shall within seven days of the receipt of the order to take up work supply at his own cost work-order book to the Engineer-in-Charge concerned. The first page of the work-order book shall contain the following particulars:

- (a) Name of the work.
- (b) Reference to contract No.
- (c) Contractual rate.
- (d) Date of opening the work-order book.
- (e) Name and address of the contractor.
- (f) Signature of the contractor.
- (g) Name and address of the authorized representative (if any) of the contractor authorized by him and the names of his technical personnel's engaged in the work (Diploma and/or Degree Holder).
- (h) Specific purpose for which the contractor's representative is authorized to act on behalf of the contractor.
- (i) Signature of the authorized representative duly attested by the contractor.
- (j) Signature of the Engineer-in-Charge concerned.
- (k) Date of actual completion of work.
- (1) Date of recording final measurements.
- 13. Before starting any work; worksite, where necessary, must be properly dressed after cutting clearing and cleaning 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 unless specifically provided in the priced schedule.

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Sutirtha Global Producer
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14. The contractor shall not assign the agreement or sublet any portion of the work. The contractor may, however, appoint an authorized agent or representative and Engineers (who shall preferably be a Degree and/ or Diploma holder in Engineering) in respect of one or more of the following purposes only.

General day-to-day management of the work.

To attend measurements taken by Engineer In-Charge of Surul Suprity Society and to sign the records of such measurement.

To attend technical supervision and checkup safe design of structures.

15. The contractor must erect temporary pillars as many as required at suitable places at his own cost before starting the work. All threads, pegs, nail, flags, labours etc. required for setting out the levels and laying out different structures and alignments shall also be supplied by the contractors at their own cost.

16. All works shall be carried out in conformity with the drawings approved by Tender Committee of Sriniketan Kantha Stitch Cluster. The drawings ready at present given with the schedule may be seen by the Tenderers. The contractors

shall have to carry out all works according to the detailed drawings given with the schedule.

17. The contractor shall remove all unserviceable materials at the places as directed. He should level and dress up the work site after completion of work as per direction of the Engineer-in-Charge of work. No extra payment will be paid on this account, unless specifically provided in the priced schedule.

18. The items of works not occurring in the specific priced schedule but becoming necessary as a reasonable contingent item during actual execution of the work will be considered as Supplementary items and will have to be approved by the Tender & Purchase Committee of Sriniketan Kantha Stitch Cluster. The rates of Supplementary items of works will be

determined by the Engineer In-Charge.

19. The work must be taken up within seven days of the receipt of the work order and completed in all respect within the specified time of completion as mentioned in the detailed NIT. Before the actual commencement of work the contractor shall submit a programme of construction clearly showing the materials, men and equipment and time table divided into four equal periods of progress of the work for the approval of the Secretary, Surul Suprity Society who will have authority to make additions, alterations and substitutions to such programme in consultation with the contractor and such approved programme shall be strictly adhered to by the contractor unless the same is subsequently found impracticable in some or all respect in the opinion of the Engineer-in-Charge and is modified by him.

20. The contractor shall be responsible for the true and perfect setting out of the works and for the correctness of the positions, levels, dimensions and alignment of all parts of the works, if at any time during the progress of works any error appears or arises in the position, levels, dimensions or alignment of any part of the works the contractor(s), on being required to do so by the Engineer-in-Charge, shall at his (their) own expense rectify such error(s) to the satisfaction of the Engineer-in-Charge. Any setting out that may be done or checked by the Engineer-in-Charge or any line or level that may have been given or checked by either of them shall not in any way relieve the contractors of their responsibility for the correctness thereof. The contractor is to provide all instruments appliances and labour required for setting out of the works and for the use and attendance upon the Engineer-in-Charge whenever required for any purpose in connection with the works.

21. All materials and workmanship shall be of the respective kinds described in the contract and shall be subject from time to time to such tests as the Engineer-in-Charge may direct at the place of manufacture or fabricator or on the site or at all or any of such places. The contractor(s) shall provide such assistance, instrument, machines, labour and materials as the Engineer-in-Charge may require for examining measuring and testing the work and the quality, weight or quantity of the materials used and shall supply samples for testing as may be selected and required by the Engineer-in-Charge.

22. Stacks are to be made at exact position indicated by the Engineer-in-Charge during actual stacking. Any stack made or excess quantity stacked at any one-place without approval shall have to be removed and materials restacked at exact positions required. All costs are to be borne by the contractor and no extra payment will be made on this account.

23. Any timber for use in the works of doors and windows and in other works should not be fitted and fixed in position prior to approval of the Engineer-in-Charge. Approval has got to be obtained prior to application of painting works over wood

24. The paint used in the work shall be of superior quality & of approved make and brand. The make brand and shade of the paint must have prior approval of the Engineer-in-Charge.

25. For safety and stability of the building, the foundation of the structure may be checked by the successful tenderer and

Engineer In-Charge of Surul Suprity Society.

26. The participating successful tenderer is to work on the drawings so provided and if required for safety, stability and betterment of the proposed work the tenderer may suggest for any improvement, structural safety and stability with submission of detailed designs etc. and work on the revised drawings as suggested or furnished by them in course of execution with approval of such revision by the Engineer-in-charge of the work.

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SPECIAL TERMS AND CONDITIONS CONTINUED

Samples of all goods to be supplied by the contractor and used in the work shall have to be got approved by the Engineer In-Charge of Surul Suprity Society.

The successful tenderers shall have to arrange for their own source of energy for driving the pumping set in all stages of execution of work. Arrangement for obtaining water for the work shall also be made by the contractor at his own

All tools and plants required for the work will have to be supplied by the successful tenderer at his own cost. 3.

The rates of all the items of work as shown in the priced schedule of items of work attached with the tender are inclusive of labour, materials and unless specifically mentioned otherwise they also include all charges and cost like freight, octori, toll, ferry charges, local charges, income tax, sales tax, royalties etc. as may have to be incurred by the contractor for getting the respective items of works executed to proper and complete finish.

Unless specifically mentioned otherwise in the description of the items no extra charges will be paid for scaffolding (including stage scaffolding), centering, shuttering, curing etc. and the rate shown in the specific priced schedule of items of works are also inclusive of the same and of the costs of any helper materials, tools and plants, necessary for

the satisfactory completion of the work.

6. Any sum of money due and payable to contractor (including security deposit returnable to him) under this contract may be appropriated by the Surul Suprity Society and set off against any claim of Surul Suprity Society for the payment of a sum of money arising out of or under any other contract made by the contractor with Surul Suprity Society.

7. Brick works of foundations will be measured as per standard measurement or approved drawing.

As and when applicable the entire cost required for lime terracing work on roof or 2% (two per cent) of the tendered amount, whichever is less, shall be withhold from the sec1.1rity deposit of the contractor and the said amount will be refunded only if the lime terracing can stand the test of one rainy season without any leakage or soakage through the roof. If the roof is found leaking or soaking the contractor will be responsible to repair the same at his own cost till it can stand the test of one complete rainy season. If the contractor fails to do so, the amount withheld shall be forfeited.

9. All the materials supplied by the Contractor and going into the job, particularly bricks, lime, sand, soorky etc. shall be subject to such tests at such times and at such frequencies as may be decided by the Engineer-in-Charge, cost for conducting such tests in approved laboratories shall be borne by the contractor and the rates quoted shall be deemed to

have been offered after taking these factors into consideration.

10. No brickwork in walls is allowed without fixing of the door and window frames.

11. Dab-holes kept in brickwork for contractor's facility of work must have to be filled up with cement concrete (6:3:1) with Jhama Khoa before plastering at their own cost.

12. To make the proper level and gradient in floor under-flooring with cement concrete (4:2:1) with stone-chips, if

necessary, will have to be done by the Contractor for which no separate payment will be made.

13. The value / quantity of any item may change as per actual condition of site and the bidder will have to execute the changed quantity at the accepted rate. Also, some new items of works if required during construction will have to be executed by the agency at the rate to be analyzed on the basis of rate as was effective at the time of preparation of DPR according to P.W.D. (R) / PWD schedule as the case may be. The offered percentage will also be binding upon the analyzed rate.

14. All sorts of concrete to be prepared using mixer machine capable of mixing one full bag of cement at a time having

mechanical Hopper.

15. No Price preference will be allowed for participation in the tender for the works under reference.

16. All materials will have to be procured by the agency for which no difference cost / escalation cost will be entertained.

17. To conduct all sorts of testing is the responsibility of the contractor. Any test pit / borehole should be rectified by the agency as per instruction of the NIT without any separate cost.

Sutirtha Global Produce

Company Ltd. (SPV)

Secretary

Surul Suprity Society

Sd-Secretary

Section -5 [Formats]

(1) <u>SAMPLE FORMAT OF AGREEMENT</u>

I/We hereby tender for the execution 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 specifications, designs, drawings and instructions issued by Surul Suprity Society and in clause referred in General Condition of Contract.

MEMORANDUM

- (a) Name of work:(b) Estimated cost Rs.
 (c) Earnest-money Rs.
 (d) Security deposit (including earnest money) Rs.
 (e) Percentage, if any to be deducted from bill ------ per cent.
- (e) Percentage, if any to be deducted from bill ------ per cent.
 (f) Time allowed for the work ------ days from the date of issue of order to commence the work.

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 as applicable or in default thereof to forfeit and pay to the Surul Suprity Society the sums of money mentioned in the said conditions.

Signature of Contractor

Dated:

Name of Witness: -Signature Address Occupation

The above tender is hereby accepted for and on behalf of the Surul Suprity Society of the State of West Bengal.

Dated:

Director
Sutirtha Global Producer
Company Ltd. (SPV)

Secretary
Surul Suprity Society
Secretary
Secretary

(2) SAMPLE FORMAT FOR AFFIDAVIT

I, Sri	having e-mail id as	S/O or D/O Sri
	aged Years, Residing at	Proprietor/Partner/Director of
do hereby solemni	y affirm and declare in connection with	the work, NIT No
	Work identific	

- 1. That I, the undersigned, do certify that all the information furnished & statements made in the bid documents are true and correct to the best of my knowledge and belief.
- That the undersigned also hereby certifies that the any near relations of Surul Suprity Society is not in our employment.
- The undersigned would authorize and request any bank, person, firm or corporation to furnish pertinent information as deemed necessary and or as requested by the Surul Suprity Society to verify this statement.
- The undersigned understands and agrees that the bid shall remain open for Acceptance 180 days from the date of opening of financial bid.
- The undersigned agrees to invest 30% of the contract price of works by cash during the implementation of the works
- The undersigned agrees to authorize the authority to seek references from the Bankers of the undersigned.
- 7. If the contract is awarded to us, we will deploy at site all necessary T&P and equipment as listed in the appendix to ITB of the bidding document immediately on receipt of the work order. We would commence the work only on deployment of machineries at site to the full satisfaction of the Engineer-in Charge. We would be dully bound to use those equipment at site to achieve the best result as per requirement of the contract. We would upkeep and maintain those equipment in running condition till completion of the Project. Any breakdown of any equipment will be replaced immediately. No part of equipment will be shifted to another site without the written permission of the Surul Suprity Society.
- 8. We would deploy at site all necessary technical Personnel as listed in ITB for efficient contract management and supervision of works with a view to achieving best quality of works at site.
- 9. We would carry out all necessary tests of all major items at frequency spelled out in the Standard Code of Practice to achieve the best quality work at site. We will be contract bound to bring to the notice of the Surul Suprity Society any non-compliance of test results along with the action taken report.
- 10. Any departure whatsoever in any form will be considered as breach of contract. In such situation the Surul Suprity Society at his liberty may withhold our payment till we rectify the defects or fulfill our contractual obligation. In this connection, Surul Suprity Society decision will be final and binding.
- 11. The undersigned also certifies that neither we have abandoned any work awarded to us, nor any penal action was taken against us by any department. The undersigned also declares that we do not have any running litigation with any department.

Signature of Contractor

Dated:

Name of Witness:-Signature Address Occupation

Samela Billi

Sutirtha Global Produces Company Ltd. (SPV)

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(3) WORK PLAN FOR PROPOSED CFC

1. Name of work:

DETAILED TENDER SCHEDULE FOR PROPOSED CIIVL WORK (PAVER BLOCK , REPAIRING OF DRAIN, POND SIDE PROTECTION AND SUBMERSIBLE PUMP) FOR COMMON FACILITY CENTER FOR SRINIKETAN KANTHA STITCH CLUSTER UNDER THE SCHEME "SFURTI"

Sl. No.	Description of Work	Timeline form the date of Issuance
1	Land leveling	Week-1
3	Paving of front and adjacent area of CFC	Week-2 to 3
4	Protection works of pond side area	Week-3
5	Repairing and covering of open drain	Week -4
6	Installation and connection of sub-mersible pump	Week -5

Note: Total time for completion of construction will not exceed 6 months from the date of issuance of contract.

Signature of Contractor

Dated:

Name of Witness:-Signature Address Occupation

Secretary
Suprity Society (IA)

Sayeba Bibi

Sutirtha Global Producer Company Ltd. (SPV)

(4) SAMPLE FORMAT OF FINANCIAL BID

[To be submitted in the letter head of Bidder]

(a)	Name of work:
(b)	Amount put to tender: - Rs.
(c)	Earnest-money (details to be entered): Amount Name of Bank: Date of purchase.
(d)	NIT No.&Sl.No of work:
(e)	PAN No:
(f)	VAT/ GST Regn. No:
(g)	e-mail id
(h)	Mobile No
	I/We hereby agree to execute the above noted work as per rate
	tract annexed hereto so far as applicable or in default thereof to forfeit and pay to the Surul Suprity Society the sums noney mentioned in the said conditions.

Signature of Contractor

Dated:

Name of Witness:-Signature Address Occupation

Secretary
Surul Suprity Society (IA)

Director
Sutirtha Global Producer
Company Ltd. (SPV)