

**OFFICE OF THE ULUBERIA MUNICIPALITY**  
**ULUBERIA , HOWARH**

NOTICE INVITING e-TENDER

e-NIT No- WB/MAD/UM/04/e-Tender/2019-20  
Memo No. UM/5541/PWD

Date : 10.06.2019  
Date : 10.06.2019

**Notice inviting e-Tender** is invited by the undersigned in two parts **viz. Part-I and Part-II** from reliable, resourceful, bonafide, eligible firms/companies/individual who have successfully completed the similar nature of works of **value not less than 50% of the value of amount** put to tender in a **single contract** within last **5(five) years** from **the date of NIT** in any Government/Semi Government /Undertaking/Autonomous bodies.

| SI No | Name of work  | Tentative length Of Diss K-7Pipe in KM (Approx)                                | Validity of Contract | Earnest Money Rs  |
|-------|---|--|----------------------|-------------------|
| 1)    | Supply and delivery at site ISI Mark Socket and Spigot jointing system centrifugally cast DI (K9/K7) Pipes conforming to IS 8329-2000 (Third revision) in standard length 4 m, 5 m, 5.50 m, 6 m for pushon joint (rubber gasket) with internal cement mortar lining and external protection by metallic zinc coating with finish layer of epoxy/bituminous coating of outside as per IS: 8329-2000 specification with necessary jointing material rubber gasket (IS: 5382:1985) including transportation, loading unloading and stacking at site including free supply of polyethylene sleeves for Water Supply Project under AMRUT | <b>100 mm. Dia.<br/>49000 Mtrs.</b><br><br><b>150 mm. Dia.<br/>30000 Mtrs.</b> | <b>1 Year</b>        | <b>1501100.00</b> |

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**The D.I. Pipe Manufacturers should have the following Eligibility Criteria:**

**A. Eligibility Criteria:**

- a) Bonafide and Established DI Pipe Manufacturers are only eligible .The DI pipe manufacturer should have Minimum 5 Years (Five) years old valid BIS Lisence as on date of submission of Tender Documents need to be submitted. The DI Pipe manufacturer shall also submit previous experience Certificate of supply of ISI Marked DI pipes to Govt./ PSU.
  
- b) Manufacturer should provide certificate from Govt. approved inspection agency like SGS/RITES/MECON/PDIL to ensure that the installed capacity of the factory along with the size range is sufficient to cater the tender quantity.
  
- c) The latest valid BIS Certification of the manufacturer for each and individual diameter of pipe for which he submits his bid.
  
- d) Certificate from the reputable Govt. Institution / Universities is essential for eligibility to participate to ensure desired hydraulic smoothness of cement mortar lining in the DI pipe the minimum Hazen William's 'C' value of 140 corroborating the guideline of CPHEEO Manual for Water Supply and Treatment. The test sample diameter may be chosen from the sampling group given in the Clause 9.2 of IS:8329, 2000 & 'C' value test certificate are to be submitted accordingly with the tender.
  
- e) Third Party Inspection (TPI) through DGS&D/RITES/MECON/PDIL of the pipe is mandatory before delivery of pipes. TPI report should cover (i) all the parameters as per IS 8329:2000, (ii) test to ensure Rubber Gasket quality as per IS code. The Inspection charge to be included in the quoted rates.

**B . Other mandatory requirements under Eligibility Criteria :-**

An affidavit in a non-judicial stamp paper duly notarized or affirmed before First Class Judicial Magistrate should be submitted which must include the following declaration:

- 1. That all the documents submitted by me/our M/s..... are authentic.
  
- 2. That I/We/ M/s.....has not been Debarred/ de-listed / blacklisted /Disallowed by any Govt. Department / Govt. undertaking / Statutory Body / Municipality /Muicipal Corporation and of the like Govt. Bodies for supply of D.I. Pipes in India.

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3. In case the bidder suffers from any blacklisting/ delisting / debarment in any Govt. Department / Govt. undertaking / Statutory Body / Municipality for supply of DI pipes in India at the time of submission of bid, he shall not be eligible to participate in the tender.

- C) Valid PAN No., GST Registration Certificate, P-Tax Chalan, Copy of acknowledgement of up to date Income Tax Return.
- D) **Earnest Money:** The tenderer shall have to upload scanned copy of requisite earnest money along with the tender documents in prescribed manner failing which the tender shall be rejected. The balance earnest money is to be deposited at the time of execution of formal agreement.

**As per notification of Finance Deptt. (10500-F dated 19.11.2004), the State Based Manufacturing of medium & large scale Industries will be given 10% price preference over large & medium unit & SSI units of other states. However the price preference is allowed only for the purpose of selection, but once a unit is selected on the basis of such preferences it has to agree to execute the work or make supplies at the lowest valid price bid failing which orders will be placed with the organization/ firms offering the lowest valid price. The term "State- Based Unit" means and includes the unit whose major manufacturing unit (if it has got more than one unit) is situated within the state.**

**In order to ensure timely and proper supply, the Tender Inviting Authority's right to split the tender quantities between L-1 and other bidders at L-1's rate at a later date is reserved. It will be the discretion of the Tender Inviting Authority to split the quantity based on the capacity and capability of such bidders for which information will be sought from the respective bidders at a later date.**

**Penalty for Suppression / Distortion of Facts:**

"If any tenderer fails to produce the original / verbatim hard copies of the documents or any other documents/ related documents on demand of the Tender Evaluation Committee, within the specified time frame, as mention in this tender notice or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any sort of suppression whatsoever willful or unwillful, the tenderer will be suspended from participating in the tenders on e-tender platform for a period of 3 (three) years.

In addition, his user ID will be deactivated and earnest money deposit will stand forfeited. Besides, the Competent Authority of KMDA may take appropriate legal action against such defaulting tender".

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**Tender papers may be downloaded from <https://wbtenders.gov.in> as per schedule tabled below.**

**Time Schedule and Important information for Downloading, Uploading and Opening of Tender Documents:-**

| Sl. no | Item  | Details  |
|--------|---|--|
| 1.     | Name & Address of the tender Inviting authority   | Executive Officer / Assistant Engineer , Uluberia Municipality , Uluberia ,Howrah  |
| 2.     | Name & Address of the tender Accepting authority  | Same as above  |
| 3.     | Firm (s) / Contractor(s) eligible to submit tender  | Reliable, resourceful, bonafide, eligible firms/companies/individual who have successfully completed the similar nature of works of <b>value not less than 50% of the value of amount</b> put to tender in a <b>single contract</b> within last <b>5(five) years</b> from the <b>date of NIT</b> in any Government/Semi Government /Undertaking/Autonomous bodies. |
| 4.     | Earnest Money Deposit and Tender Fees   | <b>1501100.00</b>  |
| 5.     | Validity of Contract  | 1 YEAR.  |
| 6.     | Price per copy of the complete set of agreement (including printed tender form) to tender documents for formal be submitted by the vendor awarded the work. | Rs. 2000/- per copy.   |
| 7.     | Mode of submission of EMD   | Online( NEFT/RTGS)   |
| 8.     | Date of uploading(Publishing) of N.I.T Documents(Online)  | 13/06/2019   |
| 9.     | Documents download start date(Online)   | 13/06/2019 05.00 PM.   |
| 10.    | Documents download end date(Online)   | 08/07/2019 10.00 AM.   |
| 11.    | Start date & time for submission of tender through on line  | 13/06/2019 05.00 PM.   |
| 12.    | Last date & time limit for submission of tender through on line   | 08/07/2019 10.00 AM.   |

|     |  |                          |
|-----|--|--------------------------|
| 13. | Date & time limit to submit Earnest Money Deposit(Off line)                      | N/A                      |
| 14. | Scheduled date & time for opening the Technical document                         | 10/07/2019 10.00 AM.     |
| 15. | Scheduled date & time for opening Part-II (Financial Bid) of the tender document | TO BE NOTIFIED LATER ON. |

Executive Officer

Uluberia Municipality

#### SCHEDULE OF SUPPLY OF MATERIALS

##### e Tendering NIT No.

Note :(a) Rate are to be quoted in accordance with clause 3 of SPECIFICATIONS & SPECIAL TERMS & CONDITIONS GIVEN IN NIT documents.(b) In any case any amount is found to be not correct as per corresponding quoted rates & quantity, the figure in the rate column will be considered as correct &the corresponding amount will be changed accordingly.

##### Description of item

#### 1) Supply & delivery of different diameter DISS (K-7) pipes for Water Supply projects Uluberia Municipal Area.

##### a)DISS (K-7) Pipes

| SL NO | Particulars of Pipes (Dia in mm) | Quantity in meter |
|-------|----------------------------------|-------------------|
| 1     | 100 mm. Dia.<br>D.I.Pipe         | 49000.00<br>mtrs. |
| 2     | 150 mm. Dia.<br>D.I.Pipe         | 30000.00<br>mtrs. |
| 3     |                                  |                   |

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Signature of Tender

## **GENERAL TERMS & CONDITIONS & GUIDANCE OF CONTRACTORS**

e-NIT No-

**DATED :**

### **GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS**

1. In the event of the tender being submitted by a Firm, it must be signed separately by each member thereof, or in the event of the absence of any Partner, it must be signed on his behalf by a person holding a Power-of-Authority authorizing him to do so.

2. Receipts of Payments made to a Firm must be signed by the several Partners except in the case of well-known and recognized Firms, and except where the Contractors are described in their tender or contract as a Firm.

3. All tender received will be opened by The Chief Engineer/Superintending Engineer/Executive Engineer or the Assistant Engineer at the time specified in the presence of any Tenderer who may be at The Chief Engineer /Superintending Engineer/Executive Engineer's or the Assistant Engineer's office at the time.

4. The Chief Engineer/Superintending Engineer/Executive Engineer or the Assistant Engineer reserves the right to reject any or all of the Tenderers without assigning any reason and to accept any tender in whole or in part.

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## INSTRUCTION TO BIDDERS

### SECTION – A

#### General guidance for e-Tendering

Instructions/ Guidelines for tenders for electronic submission of the tenders online have been annexed for assisting the Bidders to participate in e-Tendering.

#### **1. Registration of Bidder**

Any Bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through logging on to <https://etender.wb.nic.in> the Bidder is to click on the link for e-Tendering site as given on the web portal.

#### **2. Digital Signature certificate (DSC)\**

Each contractor is required to obtain Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Information's Centre (NIC) on payment of requisite amount details are available at the Web Site stated in Clause 3 DSC is given as a USB e-Token.

#### **3. The Bidder can search & download NIT & Tender Documents electronically from computer once he logs on to the website mentioned in Clause 2 using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.**

##### **A. Submission of Bids.**

General process of submission, Tenders are to be submitted through online to the website stated in Cl. 2 in two folders at a time for each work, one in Technical Proposal & the other is Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC) the documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

##### **A. Technical proposal**

##### **a. General Process submission:**

Tenders are to be submitted through online to the website stated in Sl. 1 two folders at a time for each work, one is technical Bid and another financial bid before the prescribed date and time using the Digital Signature Certificate. Technical Bid: Technical bid contain scanned copies of the following further in two folders.

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**a. i) Statutory cover containing:**

- i) NIT with all addendum & corrigendum (download & upload the same digitally signed.)
- ii) Demand Draft/Pay order towards EMD as prescribed in NIT

**a.ii) Non- Statutory cover containing:**

- i) Documents of eligibility criteria of item A, B & C.
- ii) Power of Attorney.
- iii) A consent letter for acceptance of the warranty clause.

- **Note:- Failure of submission of any of the above mentioned documents (as stated in a.1 & a.2) will render the tender liable to be summarily rejected for both statutory & non statutory cover.**
- 

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**THE ABOVE STATED NON-STATUTORY/TECHNICAL DOCUMENTS SHOULD BE ARRANGED IN THE FOLLOWING MANNER:**

- Click the check boxes beside the necessary documents in the My Document list and then click the tab "Submit Non Statutory Documents" to send the selected documents to Non-Statutory folder.
- Next Click the tab "Click to Encrypt and upload" and then click the "Technical Folder" to upload the Technical Documents.

| Sl. No. | Category<br>Name | Sub-Category<br>Description | Detail(s)  |
|---------|------------------|-----------------------------|--|
| A.      | Certificates     | Certificates                | 1. G.S.T. Registration Certificates<br>2. PAN<br>3. Valid Acknowledgement receipt of up to date Income Tax Return<br>4. A consent letter for acceptance of the said warranty clause. |



|    |                 |                 |  |
|----|-----------------|-----------------|--|
| B. | Company Details | Company Details | <ol style="list-style-type: none"> <li>1. Up to date BIS approved license for production of different diameter of DI pipes.</li> <li>2. Certificate of Incorporation/Registration Certificate under Companies Act.</li> <li>3. Audited Balance Sheet for last two years.</li> <li>4. Any other documents highlighting the Company Profile.</li> <li>5. Power of Attorney</li> <li>6. An affidavit affirmed before First Class Judicial Magistrate as per format prescribed in. Clause 'B' of Other Mandatory Requirement under Eligibility Criteria</li> </ol> |
| C. | Credentials     | Credentials     | <ol style="list-style-type: none"> <li>1. Previous successful supply completion certificate.</li> <li>2. Certificate from Govt. approved inspection agency like DGS&amp;D/RITES/MECON/PDIL to ensure that the installed capacity of the factory along with the size range is sufficient to cater the tender quantity.</li> </ol>   |

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OFFICE OF THE ULUBERIA MUNICIPALITY  
ULUBERIA , HOWRAH

**NOTICE INVITING e-TENDER**

e- NIT No.

**Dated:**

**Name of Work:**

1) 1

**SPECIFICATION AND SPECIAL TERMS & CONDITIONS**

1. Centrifugally cast (Spun) Ductile Iron Pressure Pipes (class K-7 & 9) for water supply, gas & sewerage with socket and spigot ends conforming to IS-8329/2000 with amendment No. 1. D.I. pipes to be supplied in standard working lengths of 4, 5, 5.5 and 6 Meters (subject to supply up to 10% in length shorter than marked specified lengths as per clause 15.5.1 of SI – 8329/2000). D.I. pipes shall be ISI marked and shall be suitable for push on joints (Rubber Gasket Jointing). The pipes shall be supplied with Centrifugally applied Portland Cement mortar lining inside and outside zinc coating with finished layer of Synthetic Resin coat compatible with zinc coating as per IS: 8329/ 2000 (3<sup>rd</sup> revision) with Amendment No-1 along with supply of Rubber Gaskets conforming to IS5382:1985.
2. DI Pipes should conform to ISI mark embossed on the pipes. DI pipe Manufacturers / Tenderers should have valid BIS License for each and individual diameter of pipe for which he submits his bid.

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3. While quoting the rates in the SCHEDULE OF SUPPLY OF MATERIALS, Manufacturers/ Tenderers will quote their rates for supply of D.I. Pipes per meter in stackyard / stores of Uuberia Municipality in different location in words and figures inclusive of transportation cost & GST Rate, as applicable of D.I. pipes including inspection charges of SGS/RITES/MECON /PDIL as the case maybe. Conditional tender will not be entertained.
4. Bidders shall supply requisite number of Rubber Gaskets conforming to IS 5382:1985 for each of the joints admissible in the ordered quantity plus(+) 5% extra to be included in the quoted rate and also DI pipes are to be supplied with polyethylene sleeves duly tested by CIPET (test certificate should be furnished) as an insulating jacket.For this purpose the length of ordered quantity plus (+) 5% extra to be included in the quoted rate. All the expenditure for the test is to be borne by the successful bidder.
5. Third Party Inspection (TPI) through DGS&D/RITES/MECON/PDIL of the pipe is mandatory before delivery of pipes. TPI report should cover (i) all the parameters as per IS 8329:2000, (ii) test to ensure Rubber Gasket quality as per IS code. The Inspection charge to be included in the quoted rates.
6. The pipe will have to bear the specific identification mark at the socket end face, as will be intimated by Uluberia Municipality in due course.
7. If any manufacturing defect / crack is found in Pipes at any stage during its supply, laying & commissioning of the same, those Pipes shall have to be replaced immediately by the Manufacturers/ Tenderers at their own cost.
8. In case of failure to execute the supply work satisfactorily and timely to comply with any condition of this tender, the offer may be terminated without any prior notice and the Earnest Money along with the security deposit will be forfeited without any correspondence.
9. Carriage of pipes including loading, unloading and stacking at Uluberia Municipality stack yard stores at SaltLake, Kolkata or to any place within Kolkata Metropolitan Area is to be done by the Tenderer without any additional charge or cost.
10. Transit insurance will have to be arranged by the Manufacturers / Tenderers at their own cost.
  - E) The sampling size will be guided as per relevant IS code.
11. The successful Manufacturer / Tenderer (whose tender has been accepted) will have to provide security deposit, worth 10% of the Tendered Amount in the following manner:

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The 2% Earnest money deposited by the successful bidder will be converted as Security Deposit.

- a) If the Earnest Money is less than 2% of the bid value of the successful bidder then the balance amount will have to be deposited before agreement of the tender.
  - b) If the Earnest Money is more than 2% of the bid value of the successful bidder then the balance amount may be refunded on demand basis.
  
  - c) Balance 8% will be realized progressively by way of deductions from R.A. Bill against each purchase order or by way of submission of Bank Guarantee of equivalent amount for each purchase order by the manufacturer/ Tenderer for a period valid up to 24 months from the date of issue of Letter of Acceptance
  
  - d) (a)& (b) above must be drawn in favour of The Chairman ,Uluberia Municipality payable at Kolkata from any Nationalized / Govt. Sector Bank / Scheduled Bank).
12. The security Deposit will be released after 12 months of after the completion of total supply, to the satisfaction of Municipality, provided no manufacturing defects are reported in any form. In case any defect is reported, the manufacturer will be required to replace the defective pipes immediately within 15 days from the date of issue of letter from Municipality free of cost along with the cost of such replacement including relaying, if any. Any loss sustained by Municipality, shall be borne by the Manufacturer/ Tenderer failing, which the entire cost shall be realized from any form of security deposit as mentioned above, lying with Municipality and the manufacturer may be debarred in participating in any future tender of Uluberia Municipality along with other legal actions.
13. The successful Tenderer will, within 10 (Ten) working days from the date of issue of the letter of Acceptance of his tender, submit 5 (five) additional copies of the full set of the contract documents. The documents required for the additional copies of the contract will have to be purchased by the successful Tenderer from the office of the Uluberia Municipality at a price of Rs. 2000/- per set. All the copies must be duly completed as per the original and signed on every page by the Tenderer before submission of the same to Uluberia Municipality within the specified time.
14. In the event of failure from the part of the contractor in furnishing balance amount to fulfill the EMD requirement i.e. 2% of the Tendered Amount & submitting additional copies of completed agreement within 10 days of issue of Letter to Acceptance by Uluberia Municipality as mentioned above, the tender will be liable for rejection and the Earnest Money deposited by the Tenderer will be forfeited. Also the manufacturer may be debarred in participating in any future tender of Uluberia Municipality.
15. The rates offered will remain valid for 180 days for acceptance of the tender from the date of opening of the tender (Financial Bid).

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16. The accepted rate will remain valid through out the contract period i.e. 12 (Twelve) months from the date of issue of LOI and no claim for escalation of rates will be entertained.
  
17. Within the validity of the contract period i.e. 12 months from the issue of date of acceptance / work order, different Purchase Orders will be issued phase wise as per requirement of Uluberia Municipality within the contract period.
  
18. The supply of D.I. pipes is to be completed within 60(Sixty) days from the date of issue of respective Purchase order.
  
19. There may be increase or decrease in ordered quantity of different diameter DI pipes from the tendered quantity. The tenderer shall have to supply the same at the accepted rate of contract during the pendency of the contract. No additional claim for this variation will be entrained.
  
20. During submission of any Bill, the Manufacturers/tenders shall have to attach declaration towards the warranty clause as per model format given the NIT. A consent letter for acceptance of the said warranty clause has to be enclosed in the NIT.
  
21. Payment of R.A. Bill – submitted by the manufacturer / supplier for materials supplied against Purchase Order will be made within 30 days from the date of submission of the bill including requisite documents. Normally bill should be submitted after completion of supply of all the pipes as ordered against any Purchase Order. However, R.A. Bill can be submitted for part supply against any Purchase Order. While submitting the bills the supplier will ensure furnishing requisite documents as will be required by the E.O/A.E. of Uluberia Municipality to verify satisfactory supply of the pipes to the concerned consignee(s) as per Purchase Order.
  
22. Lowest rate for each diameter of pipe of different category to be considered separately. Hence, the tendered quantity may be distributed among the lowest tenderers for each diameter of pipe under different category.
  
23. However Uluberia Municipality has got right to cancel any tender showing no reason at all. Hence, no claim from the lowest quoted Tenderer for particular diameter of pipe of different category, will be entertained.

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Accepting Authority

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**DECLARATION BY THE TENDERER**

- A. I/We have carefully gone through the Notice Inviting e-Tender and all other documents including all relevant Terms and Conditions of Contract contained in the Tender Documents.
  
- B. My/Our Tender is offered taking due consideration of all factors and if the same be accepted, I/we promise to abide by all stipulations of the contract documents, carry out and maintain requisite progress as directed & complete the work to the satisfaction of the Authority within the target date.

Signature of the Tenderer with Seal

Name of Tenderer (in Block letters):

Address:

Signature of Tenderer

Signature of Tender  
Inviting Authority.

Signature of Tender  
Accepting Authority



**MODEL FORMAT OF BANK GUARANTEE**

(To be furnished after acceptance of tender)

1. In consideration of Uluberia Municipality , represented by the E.O. / A.E.has agreed, vide his No. .... Dated ..... (Mentioned the no. & date of letter of acceptance), to accept the tender of ..... (Mention the name of the manufacturer / supplier. Here in after called the contractor) under e-Tendering NIT No.UM / MAT / CE /03 /2015-16 DATED:04.02.2016 and enter into an agreement (Herein after called as agreement) with the said contractor for the Supply and Delivery of different diameter of DISS (K7) pipes for water, gas and sewage conforming to specification IS-8329/2000 (3rd Revision) with amendment No.1 with IS marked in standard lengths, suitable for Rubber Gasket (Push On) jointing with internal cement mortar lining and external protection by metallic zinc coating with finished layer of Bitumen coating at Uluberia Municipality stack yard / stores at Uluberia or anywhere within Uluberia Municipality Area. For due fulfillment of the terms and conditions contained in the agreement by the contractor a bank guarantee for ..... Rs (Rupees ..... ) only. We ..... (Indicate the name of Bank and Branch) (Hereinafter referred to as die "bank") do hereby undertake to pay to Uluberia Municipality an amount ..... not exceeding Rs.....(Rupees.....) only against any loss or damage caused to or suffered or would be caused to or suffered by KMDA by reason of any breach by the said contractor of any of the terms or conditions contained in the said agreement within the time limit.
2. We (indicate the name of bank and branch) do hereby Undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from Uluberia Municipality stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by Uluberia Municipality by reason of any breach by the said contractor of any of the terms and conditions contained in the said agreement inclusive of failure on the part of the replacement of defective materials within the time limit. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this to pay guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....) only.
3. We ..... (indicate the name of bank and branch) undertake to pay to Uluberia Municipality any amount so demanded notwithstanding any disputes raised by the contractor in any suit or proceedings pending before any Court or Tribunal relating thereto our liability under this present guarantee being absolutely unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment there under and the contractor shall have no claim against us for making such payments.

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Inviting Authority.                      Accepting Authority



4. We ..... (indicate the name of bank and branch) further agree that the guarantee here-in-contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of Uluberia Municipality under or by virtue of the said agreement have been fully paid and its claim satisfied or discharged or till Uluberia Municipality certifies that terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.
  
5. We ..... (indicate the name of Bank and Branch) further agree with Uluberia Municipality that Uluberia Municipality shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to the extend time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by Uluberia Municipality against the said contractor and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of such variation or extension being granted to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision have effect of so relieving us.
  
6. This guarantee will not be discharged due to change in the constitution of the bank or the contractor.
7. We ..... (Indicate the name of the Bank & Branch) undertake not to revoke this guarantee during its currency, except with the previous consent of Uluberia Municipality in writing.
8. Notwithstanding anything contained here-in-above:

7-8.1 Our Liability under this bank guarantee shall not exceed Rs.....(Rupees.....) only.

7-8.2 This bank guarantee shall be valid up to .....

7-8.3 We shall be liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only Uluberia Municipality serves upon us a written claims or demands on or before the date of expiry of the guarantee which falls on \_\_\_\_\_ irrespective of whether or not the original is returned to us.

Date: \_\_\_\_\_

Signature \_\_\_\_\_

For \_\_\_\_\_

(Name of the Bank & Branch)

**Address:**

Signature of Tenderer  
Inviting Authority.

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Accepting Authority

Signature of Tender

## **Uluberia Municipality**

### **CONDITIONS OF CONTRACT**

1. (a) The Contractor is to deliver the materials on or before the dates mentioned in the tender, failing which he shall be bound to pay or allow one percent on total amount of the Contract for every day not exceeding ten days that the Contractor shall exceed the time for delivery as and by the way of liquidated damages. Provided however, that the E.O./ A.E. may in his discretion reduce, in such cases as he may think fit, the said amount to such smaller amount as he may decide and his decision in writing in that respect shall be final.  
  
(b) The quantity of materials which cannot be supplied even within 10 days with L.D. @ 1% per day, may be accepted at the discretion of the tender accepting authority with additional penalty to be decided by the tender accepting authority.
2. In every case in which the payment or allowance mentioned in Clause 1 shall have been incurred for ten consecutive days Chairman/E.O/Tender accepting authority shall have power either to cancel the contract altogether, or to have the supply completed without further notice at the Contractor's risk and expenses, as he may deem best suited to the interest of Uluberia Municipality, and the contractor shall have no claim to compensation for any loss that he may incur in any way.
3. If the contractor shall be hindered in the supply of the materials so as to necessitate an extension of the time allowed in this tender, he shall apply in writing to the Chairman/E.O /Tender accepting authority, who shall grant in writing, if reasonable grounds be shown for it, and without such written authority of the Chairman/E.O /Tender accepting authority, applied for and obtained prior to the expiry of the original date provided for in the tender, the Contractor shall not claim exemption from the fine leviable under Clause – 1
4. The Contractor shall give notice to the (consignee) Chairman/E.O /Tender accepting authority of his intention of making delivery of materials, and on the materials being approved a receipt shall be granted to him by the Consignee, and no materials will be considered as delivered until so approved.

Signature of Tenderer  
Inviting Authority.

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Accepting Authority

Signature of Tender

5. On the completion of delivery of materials, the Contractor shall be furnished a certificate to that effect, but the delivery will not be considered complete until the Contractor shall have removed all rejected materials and shall have approved materials stacked or placed in such position as may be pointed out to him.
6. The materials shall be of best description and in strict accordance with the specification, and the Contractor shall receive payment for such materials only as are approved and passed by the Executive Officer or the Assistant Engineer.
7. In the event of materials being considered by the Consignee to be inferior to that described in the specification, the Contractor, shall on demand in writing forthwith remove the same at his own charge and cost, and in the event of his neglecting to do so within such period as may named by the Consignee, that officer may have such rejected materials removed at the Contractor's risk and expense, the expense incurred being liable to be deducted from any sums due or which may become due, to the Contractor.
8. If the Contractor or his work-people break or deface any building, road, fence enclosure or grass land or cultivated land, he shall make good the same at his own expense and in the event of his refusing or failing to do so, the damage shall be repaired at his expense by the Consignee,, who shall certify for the deduction of the cost from any sum due, or which may become due, to the Contractor.
9. The Contractor shall supply at his own expense all tools, plants and implements, required for the due fulfillment of his contract, and the materials shall remain at his risk till the date for final delivery unless it shall have been in the meantime removed for use by the Consignee,.
10. The contract shall not be sublet without specific order from Uluberia Municipality in respect of a specific sub-contractor. In the event of the Contractor subletting his contract without such permission, he shall be considered to have thereby committed a breach of contract, and shall forfeit his security deposit, and shall have no claim for any compensation for any loss that may accrue from the materials he may have collected or engagements entered into.

Signature of Tenderer  
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Signature of Tender  
Accepting Authority

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11. The decision of the E.O. /A.E. for the time being shall be final binding and conclusive on all questions relating to the meaning of the specification.
  
12. The Chairman/E.O/Tender accepting authority shall have power to make any alterations in, omissions from, additions to, or substitutions for, the original specifications, drawings, design and instructions, that may appear to him to be necessary or advisable during the course of supply of the materials and the contractor shall be bound to supply the materials in accordance with any instructions which may be given to him in writing signed by the Chairman/E.O/Tender accepting authority and such alterations, omissions, additions or substitutions shall not invalidate the contract; and any altered, additional or substituted materials which the Contractor may be directed to supply in the manner above specified as part of the work shall be supplied by the Contractor on the same conditions in all respect on which he agreed to do the main work, and at the same rates as are specified in the tender for the main work. Time for the completion of the supply shall be extended in the proportion that the altered, additional or substituted quantity of materials bear to the original quantity and the certificate of the Chairman/E.O/Tender accepting authority shall be conclusive to such proportion. And if the altered, additional or the substituted materials include any class of materials, for which no rate is specified in the contract, then such class of materials shall be supplied at the rates entered in the schedule of rates of the Presidency Circle of P.W.D which was in force at the time of the acceptance of the contract, and if, such class of materials, are not entered in the schedule of the rates, then, the Contractor, Shall within seven days of the date of his receipt of the order to supply the materials inform Chairman/E.O /Tender accepting authority of the rate which it is his intention to charge for such class of materials and if the Chairman/E.O /Tender accepting authority does not agree to this rate, he shall, by notice in writing, be at liberty to cancel his order to supply such class of materials and arrange the supply thereof in such manner as he may consider advisable, provided always that if the Contractor shall commence supply or incur any expenditure in regard there to before the rates shall have been determined as lastly herein before mentioned, then, and in such case he shall only be entitled to be paid in respect of the supply made or expenditure incurred by him prior to the date of the determination, of the rate as aforesaid according to such rate or rates as shall be fixed by the Chairman/E.O /Tender accepting authority. In the event or a dispute the decision of the Chairman/E.O C-in-C of Uluberia Municipality shall be final.

Signature of Tenderer

Signature of Tender  
Inviting Authority.

Signature of Tender  
Accepting Authority