

STANDARD CONDITIONS OF CONTRACT

Definitions and Interpretation in the contract, unless the context otherwise requires;

1.1 “Acceptance of Tender” means the letter of memorandum communicating to the Contractor the acceptance of his tender and includes an advance acceptance of his tender;

1.2 “Consignee” means where the stores are required by the acceptance of tender to be dispatched by rail, road, air or steamer, the person specified in the Acceptance of Tender to whom they are to be delivered at the destination; Where the Stores are required by the acceptance of tender to be delivered to a person as an interim consignee for the purpose of dispatch to another person, such other person, and in any other case the person to whom the stores are required by the acceptance of tender to be delivered in the manner therein specified

1.3 “Contract” means and includes the invitation to tender, instructions to tenderers, acceptance of tender, Standard Conditions of Contract, Special Conditions of Contract particulars and the other conditions specified in the acceptance of tender and includes a repeat order which has been accepted or acted upon by the contractor and a formal agreement if executed;

1.4 The “Contractor” means the person, firm or company with whom the order for the supply is placed and shall be deemed to include the contractor’s successors (approved by the Department of Correctional Administration, Govt. of West Bengal). representatives, heirs, executors and administrators as the case may be, unless excluded by the terms of the contract

1.5 “The Sub-contractor” means the person, firm or company from whom the Contractor may obtain any material or fittings to be used in the supply or manufacturer of the stores;

1.6 “Drawing” means the drawing or drawings specified in or annexed to the Schedule or Specifications

1.7 “Government” means the State Government, as the case may be;

1.8 “The Inspecting Officer” means the person specified in the contract for the purpose of inspection of stores or work under the contract and includes his authorized representative;

1.9 “Material” means any thing used in the manufacture or fabrication of the stores

1.10 “Particulars”

a) Specifications

b) Drawings

c) Pattern bearing the seal and signature of the Inspecting Officer (hereinafter called the sealed Pattern) which shall include also a certified copy thereof sealed by the Department of Correctional Administration, Govt. of West Bengal for the guidance of the Inspecting Officer;

d) Sample sealed by the Department of Correctional Administration, Govt. of West Bengal for guidance of the Inspecting Officer (herein after called the certified sample) which shall include a certified copy thereof sealed by the Department of Correctional Administration, Govt. of West Bengal for the guidance of the Inspecting Officer;

e) Trade pattern, that is to say, a pattern, stores conforming to which are obtainable in the open market and which denotes a standard of the Indian Standard Institute or other standardizing authority or a general standard of the industry;

f) “Proprietary mark “or” brand “means the mark or brand of a product which is owned by an industrial firm;

g) any other details governing the construction, manufacture or supply of stores as may be prescribed by the contract;

1.11 “Purchase Officer” means the officer signing the acceptance of tender and includes any officer who has authority to execute the relevant contract on behalf of purchaser.

1.12 Purchaser means the Department of Correctional Administration, Govt. of West Bengal.

1.13 “Signed” includes stamped, except in the case of an acceptance of tender or any amendment thereof

1.14 “Site” means the place specified in the contract at which any work is required to be executed by the contractor under the contract or any other place approved by SAI for the purpose;

1.15 "Stores" means the goods specified in the contract which the contractor has agreed to supply under the contract;

1.16 "Supply Order" means an order for supply of stores and includes an order for performance of service;

1.17 "Test" means such test as is prescribed by the particulars or considered necessary by the Inspecting Officer whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting officer ;

1.18 "Unit" and "Quantity" means the unit and quantity specified in the contract;

1.19 The delivery of the stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract, after approval by the Inspecting Officer if so provided in the contract to -

a. The consignee at his premises; or

b. Where so provided the interim consignee at his premises, or

c. A carrier or other person named in the contract for the purpose of transmission to the consignee, or

d. The consignee at the destination station in case of contract stipulating for delivery of stores at destination station.

1.20 Words in the singular include the plural and vice versa

1.21 Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any company or associations or body of individuals, whether incorporated or not;

1.22 The heading of these conditions shall not affect at the interpretation or construction thereof;

1.23 Terms and expression not herein defined shall have the meanings assigned to them in the **Indian Sale Goods Act, 1930** (as amended) or the **Indian Contract Act, 1872** (as amended) or the **General Clauses Act., 1897** (as amended) as the case may be.

2 Parties-

The parties to the contract are the Contractor and the Department of Correctional Administration, Govt. of West Bengal

2.1 Authority of person signing the Contract on behalf of the Contractor-A person signing the tender or any other document in respect of the Contract on behalf of the Contractor without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the Contractor. If it is discovered at any time that the person so signing has no authority to do so, the Department of Correctional Administration, Govt. of West Bengal may, without prejudice to any other right or remedy of the Department of Correctional Administration, Govt. of West Bengal, cancel the contract and make or authorize the making of a purchase of the stores at the risk and costs of such person and hold such person liable to the Department of Correctional Administration, Govt. of West Bengal for all costs and damages arising from the cancellation of the contract including any loss which the Department of Correctional Administration, Govt. of West Bengal may sustain on account of such purchase. The provisions of relevant tender Clause shall apply to every such purchase as far as applicable.

2.2 Address of the Contractor and notices and communications on behalf of the Department of Correctional Administration, Govt. of West Bengal:-

a) For all propose of the contract, including arbitration there under, the address of the Contractor mentioned in the tender shall be the address to which all communication addressed to the Contractor shall be sent, unless the contractor has notified change by separate letter containing no other communication and sent by registered post acknowledgement due to the Department of Correctional Administration, Govt. of West Bengal.; The Contractor shall be solely responsible the consequence of an omission to notify a change of address in the manner aforesaid.

b) Any communication or notice on behalf of the Department of Correctional Administration, Govt. of West Bengal in relation to the contract may be issued to the Contractor by the Purchase Officer and all such communications and notices may be served on the Contractor either by registered posts or under certificate of posting or by ordinary post or by hand delivery at the option of such officer.

3. Quotations of rates by Contractors

(a) The price quoted by the Contractor shall not be higher than the controlled price fixed by law for the stores or where there controlled price, it shall not exceed the prices or contravenes the norms for fixation of prices laid down by Government or where no such prices or norms have been fixed by the Government, it shall not exceed the price appearing in any agreement relating to price regulation by any industry in consultation with the Government. In any case, save for special reasons stated in the tender, the price quoted shall not be higher than the lowest price charged by the Contractor for stores of the same nature, class or description to a private Purchaser, domestic or foreign as well as Government.

(b) If the price quoted is higher than the controlled price or where there is no controlled price, the price usually charged by the Contractor from a private Purchaser, domestic or foreign, as well as Purchaser Government for the stores of the same nature, class or description the Contractor will specifically mention this fact in his tender giving reasons for quoting higher price(s). If he fails to do so or makes any mis-statement, it shall be lawful for the Department of Correctional Administration, Govt. of West Bengal,

i) To revise the price at any stage so as to bring it in conformity with the Sub-clause

(a) above or

ii) To terminate the contract and forfeit the Security Deposit.

4. Contract

4.1. This contract is for the supply of the stores of the description, specifications and drawings and in the quantities set forth in the contract on the date or dates specified therein. Unless otherwise specified, the stores shall be entirely brand new and of the best quality and workmanship to the satisfaction of the inspecting Officer. The stores shall further be in all respects acceptable to the Inspecting Officer.

4.2. Any variation or amendment of the contract shall not be binding on the Purchase r unless and until the same is duly endorsed on the contract incorporated in a formal instrument or in exchange of letters and signed by the parties.

5. SECURITY DEPOSIT:

Please note the following Conditions of the Department of Correctional Administration, Govt. of West Bengal Conditions of Contract:

5.1. Unless otherwise agreed between the Department of Correctional Administration, Govt. of West Bengal and the contractor, the contractor shall, within 14 days of written notice of acceptance of the tender has been posted to the contractor, deposit with the Department of Correctional Administration, Govt. of West Bengal (in cash or the equivalent in Government Securities or approved Banker"s Guarantee Bond) a sum equal to 10 per cent of the total value of the stores detailed in the contact for which, the tender has been accepted.

The Security Deposit (SD) shall be taken from all firms subject to following exemptions.

a) Vendors registered with NSIC upto the monetary limit of their registration for the items ordered **Security Deposit should remain valid for a minimum period of 60 days beyond the date of completion of all the contractual obligations of the supplier.**

5.2. If the contractor, having been called upon by the Purchase to furnish security fails to maintain a security deposit within the specified period, it shall be lawful for the Department of Correctional Administration, Govt. of West Bengal:-

(a) To recover from the Contractor the amount of such security deposit by deducting the amount from the pending bills of the contract or under the contract or any other contract with the Department of Correctional Administration, Govt. of West Bengal or the Government or any person contracting through the Department of Correctional Administration, Govt. of West Bengal or otherwise however, or (b) To cancel the contract or any part thereof and to purchase or authorize the purchase of the

stores at the risk and cost of the contractor and in that event the provisions of relevant tender Clauses shall apply as far as applicable.

5.3: No claim shall lie against the Department of Correctional Administration, Govt. of West Bengal in respect of interest on cash deposit or Government Securities or depreciation thereof.

5.4: the Department of Correctional Administration, Govt. of West Bengal shall be entitled and it shall be lawful on his part to forfeit the said security deposit in whole or in part in the event of any default, failure or neglect on the part of the Contractor in the fulfillment or performance in all respect of the contract under reference or any other

contract with the Department of Correctional Administration, Govt. of West Bengal or any part thereof the satisfaction of the Department of Correctional Administration, Govt. of West Bengal and the Department of Correctional Administration, Govt. of West Bengal shall also be entitled to deduct from said deposits any loss or damage which the Department of Correctional Administration, Govt. of West Bengal may suffer or be put by reason of or due to any act or other default, recoverable by the Department of Correctional Administration, Govt. of West Bengal from the Contractor in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the contractor to maintain the security deposits at its original limit by making further deposit, provided further that the Department of Correctional Administration, Govt. of West Bengal shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the Contractor under this or any other contracts with the Department of Correctional Administration, Govt. of West Bengal

6. Delivery

6.1. The Contractor shall as may be required by DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL either deliver free or f.o.r. or c.i.f. at the place/places detailed in the contract, the quantities of the stores therein and the stores shall be delivered or dispatched not later than the date specified in the contract. The delivery will not be deemed to be complete until and unless the stores are inspected and accepted by the Inspecting Officer as provided in the contract.

6.2. DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL shall not be liable to render assistance to the Contractor in securing or to arrange for or provide transport to the Contract or unless it is so specifically stated in the contract, notwithstanding that transport of the stores, is controlled by or under the orders of the Government.

6.3. Notwithstanding any inspection and approval by the inspecting Officer on the Contractor's premises, property in the stores shall not pass onto DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL until the stores have been received, inspected and accepted by the consignee.

6.4. No stores shall be deliverable to the consignees on Sundays and public holidays without the written permission of the consignee.

7. Time for Date of Delivery; the Essence of the Contract.

The time for and the date specified in the contract or as extended for the delivery of the stores shall be deemed to be of the essence of the contract and delivery must be completed no later than the date(s) so specified or extended.

7.1. Progressing of Deliveries- The Contractor shall allow reasonable facilities and free access to his works and records to the Inspecting Officer, Progress Officer or such other Officer as may be nominated by DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL for the purpose of ascertaining the progress of the deliveries under the contract.

7.2. Failure and Termination:- If the contractor fails to deliver the stores or any installment thereof within the period fixed for such delivery in the contract or as extended or at any time repudiates the contract before the expiry of such period DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL may without prejudice to his other rights:

(a) recover from the Contractor as agreed liquidated damages and not by way of penalty a sum equivalent to 2 per cent of the price of any stores (including elements of taxes, duties, freight, etc.) which the Contractor has failed to deliver within the period fixed for delivery in the contract or as extended for each month or part of a month during which the delivery of such stores may be in arrears where delivery thereof is accepted after expiry of the aforesaid period, or

(b) 1. Forfeit the Security Deposit and cancel the contract for the quantity undelivered.

2. The quantities unsupplied shall be procured independently without risk and cost of the original firm/supplier.

3. Adverse performance of such firms will be recorded and intimated to the approving authority & also to be taken into account in future tender cases on merit.

4. Such cases which are not covered under Para (1) above, Risk Purchase actions shall be taken as per existing guideline given below.

(c) DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL reserves the right to purchase or authorize the purchase of the stores not so delivered or others of a similar description (where stores exactly complying with particulars are not in the opinion on DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL, which shall be final, readily procurable) at the risk and cost of the Contractor.

It shall, however be in the discretion of DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL to collect or not, Security Deposit from the firm/firm"s on whom the contract is placed at the risk and expense of the defaulted firm.

(d) Where action is taken under Sub-clause (c) above, the Contractor shall be liable for any loss which DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL may sustain on that account provided the purchase or if there is an agreement to purchase , in case of failure to deliver the stores within the period fixed for such delivery in the contract or as extended within six months from the date of such failure and in case of repudiation of the contract before the expiry of the aforesaid period of delivery, within six months from the date of cancellation of the contract. The Contractor shall not be entitled to any gain on such purchase and the manner and method of such purchase shall be in the entire discretion of DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL. It shall not be necessary for DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL to serve a notice of such purchase on the Contractor.

Note: In respect of the stores which are not easily available in the market and where procurement difficulties are experienced the period for making risk purchase shall be nine months instead of six months provided above.

7.3. Consequence of Rejection- If on the stores being rejected by the Inspecting Officer or Interim Consignee or consignee at the destination, the Contractor fails to make satisfactory supplies within the stipulated period of delivery, DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL shall be at liberty to:-

(i) require the Contractor to replace the rejected stores forthwith but in any event not later than a period of 21days from the date of rejection and the Contractor shall bear all cost of such replacement including freight, if any, on such replacing and replacing and replaced stores but without being entitled to any extra payment on that or any other account, or

(ii) purchase or authorize the purchase of quantity of the stores rejected or others of a similar description (when stores exactly complying with particulars are not in the opinion of DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL, which shall be final, readily available) without notice to the Contractor at his risk and cost and without affecting the Contractor"s liability as regards the supply of any further installment due under the contract, or

(iii) Cancel the contract and purchase or authorize the purchase of the stores or others of a similar description(when stores exactly complying with particulars ar not m in the opinion of the Purchase, which shall be final, readily available) at the risk and cost of the Contractor. In the event of action being taken under Sub-clause (ii) above or under this Sub-clause, the provision of tender Clause above will apply as far as applicable.

(iv) Where under the contract the price payable is fixed F.O.R. dispatching station, the Contractor shall, if the stores are rejected at destination by the consignee, be liable, in addition to his other liabilities, including refund of price recoverable in respect of the stores so rejected , to reimburse to DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL the freight and all other expenses incurred by DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL in this regard.

8. Extension of time for Delivery

If such failure as aforesaid shall have arisen from any cause which DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL may admit as reasonable ground for extension of time, DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL shall allow such additional time as he considers to be justified by the circumstances of the case, and shall forgo the whole of such part, as he may consider reasonable, of his claim for such loss or damage as aforesaid. Any failure or delay on the part of sub-contractor, though their employment may have been sanctioned under Conditions thereof, shall not be admitted as reasonable ground for any extension of time or for exempting the Contractor from liability for any such loss or damage as aforesaid.

9. Examination of Drawing, Specifications and Patterns-

When tenders are called for in accordance with a drawing, specification or sealed pattern the Contractor's tenders to supply in accordance with such drawing, specifications or sealed pattern shall, be deemed to be an admission on his part that he has fully acquainted himself with the details thereof and, in no circumstances, will any claim on his part which may arise on account of his insufficient examination of DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL drawing, specification or scaled pattern, be considered.

10. Mistakes in Drawing

The Contractor shall be responsible for and shall pay for any alterations for the works due to any discrepancies, errors or omissions in the drawings or other particulars supplied by him whether such drawings or particulars have been approved by DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL or not provided that such discrepancies, errors or omissions be not due to inaccurate information or particulars furnished to the Contractor on behalf of DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL. If any dimension figure upon a drawing or plan differ from those obtained by scaling the drawing or plan, the dimensions as figured upon the drawing or plan shall be taken as correct.

11. Samples

11.1. Advance Sample:- Where an advance sample is required to be approved under the terms of the contract, the Contractor shall submit the sample free of cost to the Inspecting Officer within the time specified in the acceptance of tender. If the Contractor is unable to do so, he must apply immediately to the Office issuing the acceptance of tender for extension of time stating the reasons for the delay. If DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL is satisfied that a reasonable ground for an extension of time exists, he may allow such additional time as he considers to be justified (and his decision shall be final) with or without alteration in the delivery period stipulated in the acceptance of tender and on such conditions as he deems fit. In the event of the failure of the Contractor to deliver the advance sample by the date specified in the acceptance of tender or any other date to which the time may be extended as aforesaid by DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL or of the rejection of the sample, DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL shall be entitled to cancel the contract and, if so desired, purchase or authorize the purchase of the stores at the risk and cost of the Contractor, in which case the provisions of **Clause 0700** shall apply as far as applicable.

11.2. Unless otherwise provided in the contract, all samples required for test shall be supplied by the Contractor free of cost. Where sample, which is supplied free, is rejected after examination and test, the same or whatever remains of the sample, after examination and test, the same or whatever remains of the sample after examination and test will be returned to the Contractor at his request and cost within three months of the date of such rejection at public tariff rate at Owner's risk.

11.3. Marking – Samples submitted shall be clearly labeled with the Contractor's name and address and the acceptance of tender number.

11.4. If the Contractor submits a sample whether with, before or after the tender, the same shall not govern the standard of supply except when it has been specifically stated so in the acceptance of tender.

11.5. Where under the contract, the Contractor is required to submit an advance sample, any expenses incurred by the Contractor on or in connection with the production of stores in bulk, before the same has been approved unconditionally, shall be borne by the Contractor and he shall not claim any compensation in the event of such sample being found unacceptable by the Inspecting Officer.

11.6. The rejection of the sample by the Inspecting Authority or Inspecting Officer shall be final and binding on the Contractor.

11.7. Where the contract does not require any advance sample to be approved, the Contractor may before proceeding with bulk manufacture or delivery of the stores, if he so desires, submit to the Inspecting Officer for inspection a sample of the stores in which case a quantity not less than one per cent of the total quantity to be supplied unless otherwise authorized by the Inspecting Officer shall be submitted. The Contractor shall not, however, be entitled to be shown any consideration or give any extension of time or claim to be exonerated from completing the delivery within the stipulated period only on the ground of delay in the approval of any such sample.

11.8. If, under the contract, supplies are governed by a sealed pattern the Contractor shall be bound to examine such pattern before preparing a sample or manufacturing the stores in bulk as the case may be.

11.9. Loan of Samples: If a certified sample is lent to the Contractor, it will bear a label containing *inter alia* variations known to the Inspecting Officer between said sample and the stores desired. If the Contractor finds any further variation between the certified sample and the particulars of specifications mentioned in the contract he shall at once refer the matter to the Inspecting Officer and the Contractors shall also give intimation of such discrepancy to the Purchase Officer. The Contractor shall follow the instructions of the Inspecting Officer as to what of particulars of sample should guide the production of stores and the decision of the Inspecting Officer in the matter shall be final and binding on the Contractor.

11.10. The Contractor shall not detach said label from the certified sample and if for any reasons said label gets detached the Contractor shall at once return the certified sample to the Inspecting Officer for attaching a fresh label.

12. Risk of Loss or Damage to Government or DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL's Property.

12.1. All the property of the Government or DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL loaned whether with or without deposit on terms and conditions to be separately agreed upon in respect of each particular contract to the Contractor in connection with the contract shall remain the property of the Government or DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL, as the case may be. The Contractor shall use such property for the purpose of the execution of the contract and for no other purpose whatsoever.

12.2. All such property shall be deemed to be in good condition when received by the Contractor unless he shall have within twenty-four hours of the receipt thereof notified the Purchase Officer to the contrary, if the Contractor fails to notify and defect in the condition or quality of such property be shall be deemed to have lost the right to do so at any subsequent stage.

12.3. The Contractor shall return al such property and shall be responsible for the full value thereof to be assessed by DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL whose decision shall be final and binding on the Contractor. The Contractor shall be liable for loss for damage to such property from whatsoever cause happening while such property is in the possession of or under the control of the Contractor, his servants, workmen, or agents.

12.4. Where such property is insured by the Contractor against loss or fire at the request of the Government or DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL such insurance shall be deemed to be effected by way of additional Precaution and shall not prejudice the liability of the Contractor as aforesaid.

13. Inspection by Inspecting Officer.

13.1. (a) When inspection during manufacture or before delivery or dispatch is required, notice in writing shall be sent by the Contractor to the Inspecting Officer when the stores or material to be supplied are ready for inspection and test, and no stores have been inspected and approved by him.

(b) In cases where the Inspecting Authority specified in the contract requires on behalf of DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL that inspection of the raw materials to be used and / or stage inspection during the manufacturing process of the component/ stores, etc, is also to be done, notice in writing shall be sent by the Contractor to the Inspecting Officer to visit his premises/works to test the raw materials and/or conduct necessary inspection during the manufacturing process of the component of the component /stores, etc, as deemed essential.

13.2 Marking of Stores – The contractor shall, if so required, at his own expense, mark ll the approved stores with a recognized Government or DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL"s mark. The stores which cannot be so marked shall, if so required by the Inspecting Officer, be packed at his own expense in suitable packages or cases, each of which shall be sealed and marked with such mark. The inspecting Officer shall also have power to make the rejected stores with a rejection mark so that they may be easily identified, if resubmitted for inspection.

13.3 Facilities for test and Examination- The Contractor shall, at his own expense afford to the Inspecting Officer all reasonable facilities as may be necessary for satisfying himself, that the stores are being and / or have been manufactured in accordance with the particulars. The Inspecting Officer shall have full and free access at any time during the execution of the contract to the Contractor"s work for the purpose aforesaid, and he may require the Contractor to make arrangements for inspection of the stores or any part thereof or any material at his premises or at any other place specified by the Inspecting Officer and if the Contractor has been permitted to employ the services of a Sub-Contractor, he shall in his contract with the Sub-Contractor, reserve to the Inspecting Officer a similar right.

13.4 Cost of Test- The Contractor shall provide, without any extra charge, all materials, tools, labor and assistance of every kind which the Inspecting Officer may demand of him for any test and examination other than special or independent test which he shall require to make on the Contractor"s Premises and the Contractor shall bear and pay all costs attendant thereon. If the Contractor fails to comply with the conditions aforesaid, the Inspecting Officer shall, in his sole judgment, be entitled to remove for test and examination all or any of the stores manufactured by the Contractor to any premises other than his (Contractor"s) and in all such cases the Contractor shall bear the cost of transport and /or carrying out such test elsewhere. A certificate in writing of the Inspecting Officer, that the Contractor has failed to provide the facilities and the means, for test examination shall be final.

13.5 Delivery of Stores for Test- The contractor shall also provide and deliver for test, free of charge, at such place other than his premises ads the Inspecting Officer may specify, such material or stores as he may require.

13.6 Liability for Costs of Special or Independent Test – In the events of rejection of stores or any part thereof by the Inspecting Officer in the consequence of the sample which is removed to the laboratory or other places of test, being found on test not in conformity with the Contract and in the event of the failure of the Contractor if for any reason to deliver the stores passed on test within the stipulated period, the contractor shall, on demand pay to DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL all costs incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the laboratory to private persons for similar work.

13.7 Method of Testing – The Inspecting Officer shall have the right to put all the stores or material forming part of the same or any part thereof to such tests as he may think fit and . The Contractor shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspecting Officer.

13.8 Stores Expended in Test-Unless otherwise provided for in the contract if the test proves satisfactory and the stores or any installment thereof is accepted, the quantity of the stores or

materials expended in the test will be deemed to have been taken delivery of by DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL and be paid for as such.

14. Powers of Inspecting Officer- The Inspecting Officer shall have the power:-

- i) Before any stores or part thereof are submitted for inspection to certify that they can not be in accordance with the contract owing to the adoption of any unsatisfactory method of manufacture.
- ii) To reject any stores submitted as not being in accordance with the particular.
- iii) To reject the whole of the installment tendered for inspection, if after inspection of such portion thereof as "he may in his discretion think fit, he is satisfied that the same is unsatisfactory.
- iv) The Inspecting Officer's decision as regards the rejection shall be final and binding on the Contractor.

15. Charges for Work Necessary for Completion of the Contract

The Contractor shall pay all charges for handing, stamping, painting, marking, protecting or preserving patent rights, drawings, templates, models and gauges and for all such measures as DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL or the Inspecting Officer may deem necessary for the proper completion of the contract, though special provision therefore may not be made in the specification of drawings.

16. Responsibility of the Contractor for Executing the Contract.

16.1 Risk in the Stores- The Contractor shall perform the contract in all respects in accordance with the terms and conditions thereof. The stores and every constituent part thereof, whether in the possession or control of the Contractor, his agents or servants or a carrier, or in the joint possession of the Contractor, his agents or servants and DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL, his agents or servants, shall remain in every respect at the risk of the Contractor, until their actual delivery to the consignee at the stipulated place or destination or, where so provided in the acceptance of tender, until their delivery to a person specified in the contract as interim consignee for the purpose of despatch to the Consignee. The Contractor shall be responsible for all loss, destruction, damage or deterioration of or to the stores from any cause whatsoever while the stores after approval by the Inspecting Officer are awaiting dispatch or delivery or are in the course of transit from the Contractor to the consignee or, as the case may be, interim consignee. The Contractor shall alone be entitled and responsible to make claims against the carrier in respect of non-delivery, short delivery, mis-delivery, loss, destruction, damages or deterioration of the goods entrusted to such carrier by the Contractor for transmission to the consignee or the interim consignee as the case may be.

16.2 Consignee's Right of Rejection- Notwithstanding any approval which the Inspecting Officer may have given in respect of the stores or any materials or other particulars or the work or workmanship involved in the performance of the contract (whether with or without any test carried out by the Contractor or the Inspecting Officer or under the direction of the Inspecting Officer) and notwithstanding delivery of the stores where so provided to the interim consignee, it shall be lawful for the consignee, on behalf of DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL, to reject the stores or any part, portion or consignment thereof within a reasonable time after actual delivery thereof to him at the place or destination specified in the contract if such stores or part, portion or consignment thereof is not in all respects in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before dispatch or delivery or during transit or otherwise howsoever.

Note- In respect of materials pre-inspected at the firm's premises the consignee will issue rejection advice within 90 days from the date of receipt.

16.3 Provided that where, under the terms of the contract the stores are required to be delivered to an interim consignee for the purpose of dispatch to the consignee, the stores shall be at DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL's risk after their delivery to the interim consignee, but nevertheless it shall be lawful for the consignee on behalf of DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL to reject the stores or any part, portion of consignment thereof upon their actual delivery to him at the destination if they are not in all respects in conformity with the terms and conditions of contract

except where they have been damaged or have deteriorated in the course of transit or otherwise after their delivery to the interim consignee.

16.4 The provisions contained in relevant tender Clause relating to the removal of stores rejected by the Inspecting Officer shall mutatis mutandis apply to stores rejected by the consignee as herein provided.

Note- In respect of stores inspected during manufacture or before delivery or dispatch at

contractor's premises the consignee will issue communication of rejection within 90 days from the date of actual delivery thereof.

17 Subletting and Assignment- The Contractor shall not, save with the previous consent in writing of DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof any manner whatsoever. In the event of the Contractor's subletting or assigning this contract or any part thereof without such permission, DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL shall be entitled to cancel the contract and to purchase the stores elsewhere on the Contractor's account and risk and the Contractor shall be liable for any loss or damage which DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL may sustain in consequence or arising out of such purpose.

18 Changes in a Firm:-

18.1 Where the Contractor is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL, which may be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract prior to the date of such undertaking.

18.2 On the death or retirement of any partner of the Contractor firm before complete performance of the contract the Purchaser may at his option cancel and in such case the contractor shall have no claim whatsoever to compensation against DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL.

18.3 If the contract is not determined as provided in Sub-clause (b) above notwithstanding the retirement of a partner from the firm he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act, has been sent by him to DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL by registered post acknowledgement due.

18.4 Consequence of breach- Should a partner in the Contractor firm commit a breach of Subclause above or the Contractor should commit a breach of the conditions above of this Subclause, it shall be lawful for DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL to cancel the contract and purchase or authorize the purchase of the stores at the risk and cost of the Contractor and in that event the provisions of Clause 0600 and 0700 as far as applicable shall apply.

18.5 The decision of DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL as to any matter or thing concerning or arising out of this sub-clause or on any question whether the Contractor or any partner of the Contractor firm has committed a breach of any of the conditions in this sub-clause contained shall be final and binding on the Contractor.

19 Assistance to the Contractor:- The Contractor shall be solely responsible to procure any material or obtain any import or other licence or permit required for the fulfillment of the contract.

20. Indemnity

a. The contractor shall at all times indemnify DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL against all claims which may be made in respect of the stores for infringement of any right protected by patent, registration of designs or trade mark, provided always that in the event of any claim in respect of alleged breach of patent, registered designs or trademark being made against DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL, DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL shall notify the

Contractor of the same and the Contractor shall at his own expense, either settle any such dispute or conduct any litigation that may arise there from.

b. The contractor shall not be liable for payment of any royalty, licence fee or other expenses in respect of or for making use of patents or designs with respect to which he is according to the terms of the contract., to be treated as an agent of the Government for the purpose of making use of patent or trade mark for fulfillment of the contract.

21. Packing.

21.1 The Contractor shall pack at his own cost the stores sufficiently and properly for transit by rail/road, air and/or sea as provided in the contract so as to ensure their being free from loss or damage on arrival at their destination.

21.2 Unless otherwise, provided in the contract all containers (including packing cases, boxes, tins, drums and wrappings) in which the stores are supplied by the contractor, shall be considered as non-returnable and their cost as having been included in the contract price.

21.3 If the contract provides that the containers shall be returnable, they must be marked "Returnable" and they will be returned to the Contractor as per terms of contract.

21.4 If the contract provides that returnable containers shall be separately charged, they shall be invoiced by the Contractor at the price specified in acceptance of tender. In such cases, the Contractor shall give full credit for the invoiced amount if the containers are returned to the contractor. Return of containers shall be made within a reasonable time and in the event of any dispute or difference arising as to whether the containers were so returned, the decision of DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL thereon shall be final and binding and DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL may, in his discretion award, such compensations as may in his opinion be proper for any undue delay in returning the containers.

21.5 Each bale or package delivered under the contract shall be marked by the Contractor at his own expense. Such marking shall be distinct (all previous irrelevant marking being carefully obliterated) and shall clearly indicate the description and quantity of the stores, the name and address of the Consignee, the gross weight of the package and the name of the Contractor with a distinctive number or mark sufficient for the purpose of identification. All markings shall be carried out with such material as may be found satisfactory by the Inspecting Officer as regards quickness of drying, fastness and indelibility.

21.6 The Inspecting Officer may reject the stores if the stores are not packed/or marked as aforesaid and in case where the packing materials are separately prescribed, if such materials are not in accordance with the terms of the contract. Such rejection of the stores by the Inspecting Officer shall be final and binding on the Contractor.

21.7 Each bale or package shall contain a packing note specifying the name and address of the Contractor, the number and date of the acceptance of tender or supply order and the designation of the Purchase Officer issuing the supply order, the description of the stores and the quantity contained in such bale or package.

22. Notification of Delivery.

Notification of delivery or dispatch in regard to each and every installment shall be made to the consignee and to the indenter immediately on dispatch or delivery. The Contractor shall further supply to the consignee, or the interim consignee, as the case may be, a packing account Quoting number of the acceptance of tender and/or supply or repeat and date of dispatch of the stores. All packages, containers, bundles and loose materials part of each and every installment shall be fully described in the packing account and full details of the contents of the packages and quantity of materials shall be given to enable the consignee to check the stores on arrival at destination. The Railway Receipt /Consignment Note or Bill of Lading, if any, shall be forwarded to the consignee by registered post immediately on the dispatch of stores. The contractor shall bear and reimburse to DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL demurrage charges, if any, paid by reason of delay on the part of the Contractor in forwarding the Railway Receipt, Consignment Note or Bill of Lading.

23. Progress Reports.

23.1 The Contractor shall from time-to-time, render such reports concerning the progress of the contract and/or supply of the stores in such form as may be required by DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL.

23.2 The submission, receipt and acceptance of such reports shall not prejudice the rights of DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL under the contract, nor shall operate as an estoppel against DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL merely by reason of the fact that he has not taken notice of or subjected to test any information contained in such report.

24. Freight.

The stores shall be despatched at public tariff rates. In the case of f.o.r., station of dispatch contract, the stores shall be booked by the most economical route or most economical tariff available at the time of despatch as the case may be. Failure to do so will render the Contractor liable for any avoidable expenditure caused to DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL. Where alternative routes exist, DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL shall, if called upon to do so, indicate the most economical route available, or name the authority whose advice in the matter shall be taken and acted upon. If any advice of any such authority is sought, his decision or advice in the matter shall be final and binding on the Contractor.

25. Removal of Rejected Stores.

25.1 On rejection of all stores submitted for all inspection at place other than the premises of the Contractor, such stores shall be removed by the Contractor at his own cost subject as hereinafter stipulated, within 21 days of the date of intimation of such rejection. If the concerned communication is addressed and posted to the Contractor, it will be deemed to have been served on him at the time when such communication would be in the course of ordinary post reach the Contractor. Provided that the Inspecting Officer may call upon the Contractor to remove dangerous, infected or perishable stores within 48 hours of the receipt of such communication and the decision on the Inspecting Officer in this behalf shall be final in all respects. Provided further that where the price or part thereof has been paid, the consignee is entitled without prejudice to his other rights to retain the rejected stores till the price paid for such stores is refunded by the Contractor save that such retention shall not in any circumstances be deemed to be acceptance of the stores or waiver of rejection thereon.

25.2 All rejected stores shall in any event and circumstances remain and always be at the risk of the Contractor immediately on such rejection. If such stores are not removed by the Contractor within the periods aforementioned, the Inspecting Officer may remove the rejected stores and either return the same to the contractor at his risk and cost by such mode of transport as DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL or Inspecting Officer may decide, or dispose of such stores at the Contractor's risk and on his account and retain such portion of the proceeds, if any from such disposal as may be necessary to recover any expense incurred in connection with such disposals or (or any price refundable as a consequence of such rejection). The Department of Correctional Administration, Govt. of West Bengal shall, in addition be entitled to recover from the Contractor ground rent/demurrage charges on the rejected stores after the expiry of the time limit mentioned above.

25.3 The stores that have been despatched by rail and rejected after arrival at destination may be taken back by the Contractor either at the station where they were rejected or at the station from which they were sent, after refunding the price paid for such stores and other charges refundable as a consequence of such rejection. If the contract placed for delivery f o. r. station of dispatch, the Contractor shall pay the carriage charges on the rejected consignment at public tariff rates from the station of dispatch the station where they are rejected. If the Contractor elects to take back the goods at the station from which they were despatch, the goods shall in addition, be booked back to him freight to pay at public tariff rates and at owner's risk. The contractor shall be liable to reimburse packing and incidental costs and charges incurred in such return or rejected stores in addition to other charges refundable as a consequence of rejection. The goods shall remain the

property of the Contractor unless and until accepted by DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL, after inspection.

26 System of Payment.

26.1 Unless otherwise agreed upon between the parties, payment for delivery of the stores will be made on submission of bills in the prescribed form which may be obtained from the Purchase Officer in accordance with the instructions given in the Acceptance of Tender, by a cheque or demand draft on a branch of the Reserve Bank of India or State Bank of India transacting government business as may be decided by the Purchaser.

26.2 Payment for the stores or for each consignment thereof will be made to the Contractor on submission of bills accompanied by required document in accordance with the following procedure in contracts where such a facility to the Contractor has specifically been agreed to by the Purchaser.

26.3 In all other contracts or in contracts where the Inspecting Officer also acts as the interim consignee or where inspection is carried on by the Consignee himself at destination and in all cases of local delivery full payment shall be made on submission of "Final 100 percent bill" supported by the Inspection Certificates and consignee's receipt as aforesaid to the Accounts Officer concerned.

27. Withholding and lien in respect of sums claimed.

27.1 whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the Contractor and for the purpose aforesaid, DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL shall be entitled to withhold said cash security deposit or the security, if any, furnished as the case may be and also have lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL shall be entitled to withhold and have lien to retain to the extent of the such claimed amount or amounts or if no security has been taken from the Contractor, DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL shall be entitled to withhold and have lien to retain to the extent of the such claimed amount or amounts referred to supra,

from any sum or sums found payable or which at anytime thereafter may become payable to the same contract or any other contract with DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL or the Government pending finalization or adjudication of any such claim. It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL will be kept withhold or retained as such by DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL till the claim arising out of or under the contract is determined by the Arbitrator (if the contract is governed by the arbitration clause) or by the competent court as prescribed under clause 2603 hereinafter provided, as the case may be, and that the Contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as" such to the Contractor.

27.2 For the purpose of Clause 27.1, where the Contract or is partnership firm or a limited company, DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company, as the case may be, whether in his individual capacity or otherwise.

27.3 Lien in respect of Claims in other Contracts-

A. sum of money due and payable to the Contractor (including the security deposit returnable to him) under the contract may withhold or retain by way of lien by DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL or Government against any claim of DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL or Government in respect of payment of a sum of money arising out of or under any other contract

made by the Contractor with DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL or Government.

B. It is an agreed term of the contract that the sum of money so withheld or retained under this clause by DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL or Government will be kept withheld or retained as such by DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL or Government till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitrator, if the contract is governed by the arbitration clause or by the competent court under Clause 2703 hereinafter provided, as the case may be, and that the Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

28. Corrupt Practices.

28.1 The contractor shall not offer or give or agree to give to any person in the employment of DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL or working under the orders of DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the contract or any other contract with DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL or Government or for showing any favour or for bearing to show disfavour to any person in relation to the contract or any other contract with DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL or Government . Any breach of the aforesaid condition by the Contractor, or any one employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) or the commission of any offence by the Contactor or by any one employed by him or acting on his behalf under IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 or any other act enacted for the prevention of corruption by public servants shall entitle DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL to cancel the contract and all or any other contracts with the Contractor and the recover from the Contractor the amount of any loss arising from such cancellation in accordance with the previsions of the relevant tender Clauses.

28.2 Any dispute or difference in respect of either the interpretation effect or application or the above condition or of the amount recoverable there under by DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL from the Contractor, shall be decide by DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL, whose decision there on shall be final and binding on the Contractor.

29 Insolvency and Breach of Contract.

29.1 DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL may at any time, by notice in writing summarily determine the contract without compensation to the Contractor in any of the following events, that is to say

(a) if the Contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or

(b) if the Contractor being a company is wound up voluntarily or by the order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed or circumstances shall have arisen which entitle the Court or Debenture holders to appoint a Receiver, Liquidator or Manager, or

(c) if the Contractor commits any breach of the contract not herein specifically provided for. Provided always that such determination shall not prejudice any right or action or remedy which shall have accrued or shall accrue there after to DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL and provided also the Contractor shall be liable to pay to DEPARTMENT OF CORRECTIONAL ADMINISTRATION,

GOVT. OF W.BENGAL for any extra expenditure he is thereby put to and Contractor shall, under no circumstances, be entitled to any given on repurchase.

30. Laws governing the Contract

30.1 This Contract shall be governed by the Laws of India for the time being in force.

30.2. Irrespective of the place of deliver, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued.

30.3. **Jurisdiction of courts** – This Courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

30.4. **Marking of stores** – The marking of the stores must comply with the requirements of the laws relating to merchandise marks for the time being in force in India.

30.5. Compliance with provisions of Contract Labour (Regulation and Abolition) Act 1970:

1. The Contractor shall comply with the provisions of the Contract Labour(Regulation and Abolition) Act 1970 and the Contractor Labour (Regulation and Abolition) Central Rules, 1971, as modified from time-to-time, wherever applicable and shall also indemnify DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL from and against any claims under aforesaid Act and the Rules.

2. The Contractor shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the contract and continue to have a valid license until the completion of the contract. Any failure to fulfill this requirement shall attract the penal provisions of the contract arising out of the resultant non-execution of the contract .

3. The Contractor shall pay to labour employed by him directly or through Sub-Contractors the wages as per provisions of the aforesaid Act and the Rules wherever applicable. The Contractor, shall, notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour indirectly engaged on the contract including any engaged by his Sub-Contractors in connection with said contract, as if the labour had been immediately employed by him.

4. In respect of all labour directly or indirectly employed in the contract for performance of the Contractor"s part of the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and the Rules where applicable.

5. In every case in which, by virtue of the provisions of the aforesaid Act or the Rules, the, the Department of Correctional Administration, Govt. of West Bengal is obliged to pay any amount of wages to a workman employed by the Contractor or his Sub-Contractor in execution of the contract or to incur any expenditure in providing

welfare and health amenities required to be provided under the aforesaid Act and Rules or to incur any expenditure on account of the contingent liability of DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL due to the Contractor"s failure to fulfill his statutory obligations under the aforesaid Act or the Rules DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL under Section 20, Sub section (2) and Section 21, Sub Section (4) of the aforesaid Act, the Purchase shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/or from any sum due by DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL to the Contractor whether under the contract or other wise. DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL shall not be bound to contest any claim made against it under Sub Section (i) of Section 20 and Sub Section (4) of Section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL fun security for all costs for which DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL might become liable in contesting such claim. The decision of DEPARTMENT OF CORRECTIONAL

ADMINISTRATION, GOVT. OF W.BENGAL regarding the amount actually recoverable from the Contract as state above, shall be final and binding on the Contractor.

31. Headings

The headings of conditions here to shall not affect the construction thereof.

32. Arbitration

a. In the event of any question, dispute or difference arising under these conditions or any special conditions of contract, or in connection with this contract (except as to any matters the decision of which is specially provided for by these or the special conditions) the same shall be referred to the sole arbitration of an officer of DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL appointed to be the arbitrator, by the Director General Sports Authority of India (DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL). The Officer to be appointed as arbitrator however will not be one of those who had an opportunity to deal with the matters to which the contract relates or who in the course of their duties as an officer of DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL have expressed views on all or any of the matters under dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract.

b. In the event of the arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or his ward being set aside by the court for any reason, it shall be lawful for the authority appointing the arbitrator to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.

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

d. The arbitrator may from time-to-time with the consent of all the parties to the contract enlarge the time for making the award.

e. Upon every and any such reference, the assessment of the cost incidental to the reference and award respectively shall be in the discretion of the arbitrator

f. Subject as aforesaid, the Arbitration and conciliation 1996 and the rules there under and any statutory medications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.

g. The venue of arbitration shall be the place from which the acceptance note issued or such other place as the arbitrator at his discretion may determine.

h. In this clause the authority, to appoint the arbitrator includes, if there be no such authority, the officer who is for the time being discharging the functions of that authority, whether in addition to other functions or otherwise.

33. INSPECTION & REJECTION

Where under a contract the price payable is fixed on F.O.R. station of dispatch basis, the Contractor shall, if the consignee rejects the stores at destination be liable in addition to his other liabilities, to reimburse to DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL the freight paid by DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL.

33.1 Notification of Result of inspection:- Unless otherwise provided in the specification of schedule, the examination of the stores will be made as soon as practicable after the same have been submitted for inspection and the result of the examination will be notified to the Contractor.

33.2 Inspection Notes:- On the stores being found acceptable by the inspecting Officer he shall furnish the Contractor with necessary copies of Inspection Notes duly completed, for being attached to the Contractor"s bill in support thereof.

34. Warranty/guarantee-

34.1 The contractor/Seller hereby covenants that it is a condition of the contract that all goods/stores/articles furnished to DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL under this contract shall be of the highest grade free of all defects and faults and of the best materials, quality, manufacture and workmanship throughout and consistent

with the established and generally accepted standards for materials of the type ordered and in full conformity with the contract specification, drawing or sample, if any and shall, if operable, operate properly.

34.2 The contractor also guarantees that said goods /stores/articles would continue to conform to the description and quality as aforesaid, for a period of 30 months after their delivery or 24 hours from the date of placement in service whichever shall be sooner, and this warranty shall survive notwithstanding the fact that the goods/stores/articles may have been inspected, accepted and payment thereof made by DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL.

34.3 If during the aforesaid period, said goods/stores/articles be discovered not to conform to the description and quality aforesaid or have deteriorated, otherwise that by fair wear and tear the decision of the Purchaser in that behalf being final and conclusive that the Purchase will be entitled to reject said goods/stores/articles or such portion thereof as may be discovered not to conform to said description and quality. On such rejection, the goods/stores/articles will be at the Seller's risk. If the Contractor/Seller so desire, the rejected goods may be taken over by him or his agents for disposal such manner as he may deem fit within a period of 3 months from the date of such rejection. At the expiry of the period, no claim whatsoever shall lie against DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL in respect of said goods/stores/articles, which may be disposed of by DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL in such manner as he thinks fit.

Without prejudice to the generality of the foregoing, all the provisions in the Department of Correctional Administration, Govt. of West Bengal Standard Conditions of Contract relating to the „rejection of stores" and „failure" and „termination" add and Clause above shall apply.

34.4 The Contractor /Seller shall, if required, replace the goods or such portion thereof as have been rejected by the Department of Correctional Administration, Govt. of West Bengal, free of cost, at the ultimate destination, or at the option of DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL, the Contractor/Seller shall pay to DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL, the value thereof at the contract price and such other expenditure and damage as may arise by reason of the breach of the conditions herein before specified. Nothing herein contained shall prejudice any other right of DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL in that behalf under this contract or – otherwise.

35. Book Examination Clause – The Sports Authority of India (DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL) reserves the right for „Book Examination" as follows:-

(i) The Contractor shall whenever called upon and requiring to produce or cause to be produced for examination by any Officer of DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL duly authorized in that behalf, any cost or other account, voucher, receipt , letter, memorandum, paper or writing or any copy of or extract form any such document and also the duly authorised Officer returns verified in such manner as may be required relating in any way to the execution of this contract or relevant for verifying or ascertaining the cost of execution of this contract (the decision of such Officer on the question of relevancy of any document, information of return being final and binding on the parties).

(ii) The Contractor shall, if the authorized Officer so requires (whether before or after the prices have been finally fixed,) afford facilities to the Officer concerned to visit the Contractors works for the purpose of examining the processes of manufacture and estimating or ascertaining the cost of production of the articles. If any portion of the work be entrusted or carried out by a sub-contractor or any of its subsidiary or allied firm or company, the authorized Officer shall have power to examine all the relevant books of such sub-contractor or any subsidiary or allied firm or company shall be open to his inspection as mentioned in clause (i).

(iii) If on such examination, it is established that the contracted price is in excess of the actual cost plus reasonable margin of profit, DEPARTMENT OF CORRECTIONAL ADMINISTRATION,

GOVT. OF W.BENGAL shall have the right to reduce the price and determine the amount to a reasonable level.

(iv) Where a contract provides for book examination clause, the Contractor or its agency is bound to allow examination of its books within a period of 60 days from the date the notice is received by the Contractor, or its agencies calling for the reduction of documents as under clause (i) above. In the event of Contractor"s or his agency"s failure to do so, the contract price would be reduced and determined according to the best judgment of DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL which would be final and binding on the Contactor and his agencies.

36. Inspection at the Fag End of the Delivery Period

In cases where only a portion of the stores ordered is tendered for inspection at the Fag end the delivery period and also in cases where inspection is not completed in respect of the portion of the stores tendered for inspection during the delivery period, DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL reserves the right to cancel the balance quantity not tendered for inspection within the delivery period fixed in the contract at the risk and expenses of the Contractor without any further reference to him. If the stores tendered for inspection during or at the fag end of the delivery period are not found acceptable after carrying out the inspection, the delivery period are not found acceptable after carrying out the inspection DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL is entitled to cancel the contract in respect of the same at the risk and expense of the contractor,. If however, the stores tendered for inspection are found acceptable, DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL may grant an extension of the delivery period subject to the following condition:-

a) DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL has the right to recover from the contractor under the provision of clause as mentioned in DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL Standard Conditions of Contract, liquidated damages on the stores which the Contractor has failed to deliver within the period fixed for delivery.

b) That no increase in price on account of any statutory increase in or fresh imposition of Customs Duty, Excise Duty, Sales Tax on account of Foreign Exchange variation or on account of any other tax or duty leviable in respect of stores specified in the contract which takes place after the date of the delivery period stipulated in the contract shall be admissible on such of said stores as are delivered after the date of the delivery stipulated in the contract.

c) That notwithstanding any stipulation in the contract for increase in price on any other ground no such increase which takes place after the date of the delivery stipulated in the contract shall be admissible on such of Said stores as are delivered after the expiry of the delivery period stipulated in the contract.

d) But nevertheless, DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL shall be entitled to the benefit fit of any decrease in price on account of reduction in or remission of Custom Duty , Sales Tax or on account of Foreign Exchange variation or on account of any other Tax or Duty or on other ground as stipulated in the price variation, clause which takes after the expiry of the date of delivery period stipulated in the contract.

36.1 The Contractor shall not dispatch the Stores till such time as an extension is granted by DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL and accepted by the Contractor. If the stores are despatched by the Contractor before an extension letter as aforesaid is issued by DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL and the same are accepted by the Consignee, the acceptance of the stores shall be deemed to be subject to the conditions as mentioned above.

36.2 In case where the entire quantity has not been tendered for inspection within the delivery period stipulated in the contract and DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL chooses to grant an extension of the delivery period the same would be subjected to conditions as mentioned above.

37. ADDITIONAL SPECIAL CONDITIONS.

- a. Bids are invited from those suppliers / manufacturers who have equipped / supplied or their equipment have been used in fitness centres at the venues of major sports events like National Games, Regional Games, Asian Games / Commonwealth Games in the last four years. Documentary proof to be provided.
 - b. The equipment to be quoted and supplied on CIF (Cost Insurance Freight) basis.
 - c. Warranty Period is 12 months.
 - d. Price Preference upto 15% over the quotation of large scale units would not be given to the Units registered with NSIC.
 - e. The quantity specified in the tender is tentative and may change at the time of award.
 - f. The qualified bidder should supply the item within 30 days from the date of award of contract.
 - g. The tenderer must submit along with their offer attested / notarized copies of: Purchase Orders for same / similar goods placed on them by reputed organisations / sports authorities / federations over the last four years.
 - h. For consideration of any offer for order placement, the tenderer must produce documentary evidence of supply of at least 20% of the tendered quantity against a single order of such /similar items over the last three years. Failure to submit this document will make the offer liable to be rejected.
 - i. Evaluation criteria mentioned specifically in technical specification will be taken into consideration in evaluation of offer.
 - j. The tenders received would be evaluated on the basis of CIF price at site.
- These (special) conditions wherever they differ from the Invitation to Tender and Instruction to Tenderers over ride the latter. In addition to Standard Conditions of Contract, the following special conditions shall apply to running contracts.

38. Purpose of Contract and Parties to the Contract.

38.1 The parties to the contract, which shall be deemed to be a “Running Contract” and which is intended for the supply of the stores of the description and approximately in the quantities set forth in the contract due in period specified therein, shall be the Contractor of the one part and the authorities named in the contract hereinafter called DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL (which expression shall, where the context so admits or implies, be deemed to include his successors and assigns) o f the other part. The quantities shown in said Contract, are only approximate, and cannot be guaranteed.

38.2 DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL may authorize any officer (who shall hereinafter be called Direct Demanding Officer) at any time during the period of the contract, to place orders direct on the Contractor.

38.3 Any variation of this contract shall not be binding on DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL unless or until, same is endorsed on the contract or incorporated in a formal instrument in exchange of letters and signed by the parties.

39. Delivery.

39.1 The Contractor shall as may be required by DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL either deliver free or f.o.r at the place or places specified in the contract such quantities of the stores detailed in Said contract as may be ordered direct from the Contractor from time-to-time by DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL or by the Direct Demanding Officer. The Contractor shall deliver or dispatch the full quantity of the stores so ordered with in the period specified in Said contract.

40. Maintenance and Replacement of Stocks.

40.1 To meet casual demands, the Contractor shall maintain at all time stock (until 75per cent of the requirements have been drawn), at the place (s) specified in the contract, the quantity /quantities mentioned therein. All demands should be complied with immediately they are received by the Contractor or within the period, if any, stipulated in individual orders. As soon as the Contractor is called upon to effect supplies, he shall take action to replenish the guaranteed stocks until such time as 75 percent of the total approximate requirement has been drawn and such replenishment shall be completed with the period specified in the contract, after the receipt by the Contractor of casual

demands. Due notice will be given to the Contractor by the Direct Demanding Officers or by DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL , if any additional quantities over and above 75 per cent of the total approximate requirements are required and Contractor shall then arrange stock accordingly.

40.2 The period for replenishment of stocks will be allowed only if the material is not stock. If the material is in stock, this Provision will be in operative even tough the guaranteed stock quantity may have been supplied against the contract.

41. Reporting Progress of Contract.

The contractor, shall, three calendar months before the termination of the contract or at such intervals as may be specified in the contract, submit a report to DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL stating the total quantity of stores delivered or dispatched under the contract.

42. Special conditions where they differ from Standard Conditions override the latter. PROFORMA FOR BANK GUARANTEE TOWARDS EARNEST MONEY

To:

The Additional Chief Secretary,
Department of Correctional Administration,
Government of West Bengal,
Writers' Building,
KOLKATA 700 001

In consideration of the Director General, Sports Authority of India (hereinafter called "DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL") having agreed to accept from..... (hereinafter called "said Tenderer (s)") earnest money in the form of Guarantee Bond, under the term and conditions of tenderdated..... in connection with(hereinafter called "said Tender") for the due observance by said Tenderer of the stipulation to keep the offer open for acceptance for a period of 120 days from the date of opening of tenders , to execute an agreement within the time specified, to start work within the period specified, after notification of the acceptance of his/their tender and the deposit of Earnest Money in cash or furnish fresh Bank Guarantee for said amount as part of security for the due and faithful fulfillment of the contract on acceptance of the tender on production of a Bank Guarantee for Rs... (Rupees.... Only), we,Bank Ltd., do hereby undertake to pay on demand to SAI, the sum of Rs..... in the event of said tender having incurred forfeiture of Earnest Money. Security Deposit as aforesaid for the breach of any of the terms or conditions of the stipulations aforesaid and contained in said tender under an order of the authority competent to invite tender.

WeBank Ltd. further agree that the guarantee herein contained shall remain in full force and effect till the authority competent to invite the tender discharges the guarantee, subject however that DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL shall have no right under this Bond after the expiry of one year from the date of its execution and our liability under the bond shall be discharged if the demand for payment is not made within this period, we,.....Bank Ltd, lastly undertake not to revoke this guarantee during its currency except with the previous consent of DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL in writhing.

Dated.....day of.....

ForBank Ltd.

MODEL FORM OF BANK GUARANTEE BOND FOR SUBMISSION OF SECURITY DEPOSIT

To:

The Additional Chief Secretary,

Department of Correctional Administration,
Government of West Bengal,
Writers' Building,
KOLKATA 700 001

GUARANTEE BOND

In consideration of the The Additional Chief Secretary, Department of Correctional Administration, Government of West Bengal, Writers' Building, ' KOLKATA 700 001

(hereinafter called "DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL") having agreed to exempt (hereinafter called "said Contractor(s)") from the demand under the terms and conditions of an Agreement datedmade betweenandfor(hereinafter called

"said Agreement"), of security deposit for due fulfillment by said Contractor (s) of the terms and conditions contained in said Agreement on production of a bank Guarantee for

Rs.....(Rupees..... only) we.....(indicate the name of the bank) (Hereinafter referred to as" the Bank")at the request ofcontractor(s) do hereby undertake to pay to DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL an amount not exceeding Rs.against any loss or damage caused to or suffered or would be caused to

or suffered by DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL by reason of any breach by said contractor(*s) of any of the terms or conditions contained in said agreement.

2. Wedo here by undertake to pay the amounts due and(Indicate the name of the bank A)

Payable under this Guarantee without any demur, merely on a demand from DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL by reason of any breach by said Contractor (s) of any of the terms or conditions contained in said Agreement or by reason of the Contractor(s) failure to perform said Agreement. 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 Guarantee shall be restricted to an amount no exceeding Rs.....

3. We undertake to pay to DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL any money so demanded notwithstanding any dispute or disputes raised by the Contractor (s)/Supplier(s) in any suit or proceeding pending before any Court or tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor(s) /Supplier(s)have no claim against us for making such payment.

4. We further agree that the Guarantee herein (indicate the name of the bank) Contained shall remain in full force and effect during the period that would be taken for the performance of said Agreement and that it shall continue to be enforceable till all the dues of DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL under or by virtue of said Agreement have been fully paid and its claims satisfied or discharged or till..... (Ministry of Correctional Servicescertifies that the terms and conditions of said Agreement has been fully and properly carried out by said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the we shall be discharged from all liability under this Guarantee thereafter.

5. Wefurther agree with DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL (indicate the name of the bank) that DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of said Agreement or to extend time of performance by said Contractor(s) from time to time or to postpone for any time or from time to time any of

the powers exercisable by DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL against said Contractor(s) and to forbear or enforce any of the terms and conditions relating to said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to said Contractor(s) or for any forbearance, act or omission on the part of DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL or any indulgence by DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL to said Contractor(s) 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 Guaratee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Supplier(s).

7. Welastly undertake not to revoke this Guaratee (indicate the name of bank) during its currency except with the previous consent of the Government in writing.

Date the.....day of20.....

For.....

(indicate the name of Bank)

PROFORMA FOR WARRANTY GURANTEE BOND

To:

The Additional Chief Secretary,
Department of Correctional Administration,
Government of West Bengal,
Writers' Building,
KOLKATA 700 001

Sub: Guaratee No.....for.....(Amount) Covering Machine(s) Serial No..... supplied to (Consignee/s).....

Ref: Contract No.....dated.....Placed on M/s.....

1. WHEARAS M/sone of our constituents, hereinafter called the "Sellers" have agreed to sell to you (hereinafter referred to as the "DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL")Nos. of(given description) as per contract No.....dated.....(hereinafter called "said contract").

2. AND WHEAREAS according to the terms of said contract, it has been stipulated that payment of 10 per cent of the value of the stores would be made, provided that the Sellers furnish to DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL a Bank Guaratee from a recognized Bank, acceptable to DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL for 10 per cent of the value of said contract, valid for a period covering in full the Guaratee Period as per the Warranty clause of said conditions of the contract, being the conditions attached to and forming part of Said contract.

3. AND WHEREAS the Sellers have approached us to give said Bank Guaratee on their behalf in your favour for an amount representing 10 percent of the value of the contract which you have agreed to accept.

4. That in consideration of the promises and at the request, of said Sellers, we hereby irrevocably undertake and guarantee to pay to DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL or at such other place as may be determined by you forthwith on demand and without any demur, any sum upto an maximum amount of(Rs.....) representing 10 percent of the value of the Stores despatched under Said contract in case the Sellers make default in paying said sum or make any default in the performance observance or discharge of the guaratee contained in said contract.

5. We agree that the decision of DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL whether any default has occurred or has been committed by the Sellers

in the performance, observance or discharge of the guaratee aforesaid shall be, conclusive and binding on us.

6. DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL shall be at liberty, from time-to-time, to grant or allow extension of time or give other indulgence to said Sellers or to modify the terms and conditions of the contract with Said Sellers without affecting or impairing this guaratee or our liability hereunder.

7. We undertake to pay the DEPARTMENT OF CORRECTIONAL ADMINISTRATION, GOVT. OF W.BENGAL any money so demanded notwithstanding any dispute or disputes raised by the Sellers in any suit or proceeding pending before any Court or Tribunal relating there to our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge to our liability for payment there-under and the Sellers shall have no claim against us for making such payment.

8. This Bank guarantee comes in to force when the balance ten percent of the value of the stores shipped per Vessel Vide Bill of Lading No.....dated or R/R No.....dated (in the case of indigenous contracts) under Said contract, has been paid and will remain in full force and effect up to ...i.e.for Months counted from the date of placing the stores in services, and shall continue to be enforceable for further six months i.e. upto....(date) , hereinafter called Said date.

9. This guarantee will not be discharged due to the change in the constitution of the Bank or the Seller

10. That no claim under this guarantee shall be entertained by us unless the same has been preferred by the Government within Said date.

Date..... Signature.....

Place..... Printed Name.....

Witness.....

(Designation)

(Bank common Seal)

TENDER SCHEDULE CUM OFFER FORM FOR FITNESS EQUIPMENT (TECHNICAL BID)

From M/s _____

To:

The Additional Chief Secretary,
Department of Correctional Administration,
Government of West Bengal,
Writers' Building,
KOLKATA 700 001

Form Quotation No. Quotation Date

Tender No. Due On (date)

To be closed at Tender Opening Time

SI. No.	INSTRUMENTS		Qty	Reqd Delivery schedule	Delivery schedule offered
1.	Bench press – 100 Kg.	Heavy Duty Width: 127-132 cm Length: 190-205 cm Height: 140-150 cm Strong and compact size with double/triple barbell support with locking system. High resistance to abrasion, ageing, strain, oil, disinfectant, bacteria etc. High quality finish i.e. tough and highly scratch resistant.	1		
2.	Leg Press - 200 Kg.	Exercise possibilities from sitting position Unilateral/Bilateral Width(Min): 115-125 cm Length(Min): 200-210 cm Height (Min) : 175 –185 cm Overall net weight:500-550Kg. Block Weight: 150 - 200 Kg. with 1.25 to 5 kg.Increment	1		
3.	Leg Curl / Leg	Unilateral/Bilateral	1		

	Extension 50/60 Kg.	-	Width: 100 – 110 cm Length: 125 – 135 cm Height: 145 – 150 cm Overall net weight: 350 - 380 Kg. Block Weight: 90 - 100 Kg. (and further possibility to increase wt.) with 1.25 – 5 kg. increment			
4.	Abdomen 50/60 Kg.	-	Machine with cam system Width: 95-100 cm Length: 120-125 cm Height: 145-155 cm Overall net weight:300-325 Kg. Block Weight: 90-100Kg. (and further possibility to increase wt.) with 1.25 – 5 kg.increment	1		
5.	Pull Ups 50/60 Kg.	-		1		
6.	Arms – 50/60 Kg.		Machine with camsystem Width: 128-130 cm Length: 85-90 cm Height: 135-140 cm Overall net weight: 300-325 Kg. Block Weight: 60-70 Kg. (and further possibility to increase wt.) with 1.25 – 5 kg. increment	1		
7.	Shoulder 50/60 Kg.	-	Machine with Pulley system Width: 128-132 cm Length: 148-152 cm Height: 182-188 cm Overall net weight: 300-325 Kg. Unilateral/Bilateral Block Weight: 90-150 Kg. (and further possibility to increase wt.) with 1.25 – 5 kg. increment	1		
8.	Jogger (Motorized)		HEAVY DUTY(Professional) 1. Drive system- AC Drive 2. Motor: - AC minimum 2.5 HP 220 Volt with superior cooling mechanism for internal component. 3. Running surface –Width- 18” – 24”	1		

		<p>Length 48" – 60"</p> <p>4. Speed range – 0 to 22 km/hour higher.</p> <p>5. Running belt – Reversible with extra smooth cushioned (lubricant or non lubrication provision.)</p> <p>6. Program – Pre set program, manual program & Test & measurement.</p> <p>7. Elevation – Motorized system offering elevation from 0 to 15% and above with graded elevation from 0.5 to 1.0%.</p>			
9.	Static Cycle	<p>1. Heavy duty (professional)</p> <p>2. Electromagnetic resistance with at least minimum 12 to 15 difficulty level.</p> <p>3. Resistance level – more than 400 watts and quick change able with Push computer button .</p> <p>4. Pre set and manual program for time speed & elevation with test probe.</p> <p>5. Built in Hand Grip Pulse Sensor, heart rate with chest belt.</p> <p>6. Large adjustable seat with good cushion.</p> <p>7. Computer function – Pulse calories and degree of difficulty.</p> <p>8. Seat adjustment option for proper comfort and posture.</p> <p>9. Weight- heavy enough and</p>	1		
10.	Rowing Machine	<p>Machine with Pulley system</p> <p>Width: 110-115 cm</p> <p>Length: 110-115 cm</p> <p>Height: 145-150 cm</p> <p>Overall net weight: 250-300 Kg.</p> <p>Block Weight: 90-100 Kg. (and further possibility to increase wt.) with 1.25 – 5 kg. increment</p>	1		
11.	Stepper cum Skier		1		

12.	Twister		1		
13.	Exercise Mats (6'x3') – 6 Such	Standardized size (Width/Length): & thickness	6		
14.	Free Weights with Stand	Olympic size Stand -As per weightlifting set	2 sets		
15.	Wall Bar	7' 6"sections 30' total length	1		
16.	Mirror as per specification				
17.	Lockers – Two such		2		
18.	Swiss Ball	55, 60,65,70,75,80,85,90 cm	4		
	Total				

Format for Financial bid

To be filled in by the tenderer:

Basic rate Ex-Works in Figures Rate per Unit..... Rs.

Basic Rate Ex-Works in words Rupees.....Per unit

Excise Duty with Surcharge and Cess, if any

Sales Tax/VAT with surcharge, cess, if any

FOR Any other charges e.g. packing, forwarding etc (to be specified)

Freight Charges up to destination

Total Unit rate, FOR-Destination

Total value of the tender

Counter offer, if any

We engage to supply Department of Correctional Administration, Govt. of West Bengal with the articles specified above, upon the terms of Department of Correctional Administration, Standard Conditions of Contract and also upon the Special Conditions of Contract. The quotations will hold good for 120 days from opening date. We accept all the terms and conditions as contained in the booklet “Standard Bid Document of Department of Correctional Administration, Govt. of W.Bengal” enclosed. Acceptance of the tender shall constitute a binding contract between us and the Department of Correctional Administration, Govt. of West Bengal acting through the -----Department of Correctional Administration,

Name of the Authorized Signature_____

Designation_____

Signature of the Authorized Signatory with date_____

E-mail address_____

Address_____

Telephone No._____

Office Seal_____

NOTE

1. Booklet of Standard Bid Document of Department of Correctional Administration, Govt. of W.Bengal is enclosed.
2. Inspection by
3. Offer should be kept valid for 120 days from the date of opening of tender.
4. Drawings and Specifications may be obtained by the tenderers from the Department of Correctional Administration,
5. **Tenderers must return the “Standard Bid Documents” duly signing on each page, thereby signifying that they have read and accepted all the terms and conditions as contained in these documents.**

6. Tenderers may attach, in their own letterhead pads, any special terms and conditions, they intend to quote. The Purchaser reserves their rights to reject any/all of such special terms and conditions and/or reject an offer as a consequence of such special terms and conditions. All the pages of these documents must be signed by the authorized signatory of the tenderer.

7. Tenderers are to submit copies of contracts, receipt vouchers etc. for supply of materials under procurement to other Govt. Departments/Public Sector Undertakings/National or International Bodies of repute etc. as their past performance credentials.__