

**THE WEST BENGAL STATE HANDLOOM WEAVERS`  
CO-OPERATIVE SOCIETY LTD (TANTUJA).**

**TANTUJA BHAVAN, 18/4, BLOCK-DD, SECTOR-I,  
SALT LAKE, KOLKATA – 700 064.**

**TENDER DOCUMENTS**

**FOR**

**SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF  
ONE NO. NEW 2000-KG GOODS-CUM-PASSENGER LIFT FOR THE  
EXISTING G+2 BUILDING OF THE PROCUREMENT CENTRE /  
YARN DEPOT-CUM-WAREHOUSE AT 268, DR. GOPAL  
CHATTERJEE ROAD, SUKCHAR, SODEPUR,  
NORTH 24 PARGANAS.**

**Address for communication:**

**Office of The West Bengal State Handloom Weavers' Co-Operative Society Ltd.  
Tantuja Bhavan, No. 18/4, Block - DD, Sector - I,  
Salt Lake City, Kolkata – 700 064  
Contact: 2334-8719/8723**

**E-Mail: tantujasarees@gmail.com**

# INDEX

<b>Sl. No.</b>	<b>Details</b>	<b>Page No.</b>
1.	Index	2
2.	Notice Inviting e-Tender	3-11
3.	Special Terms and Conditions	12-17
4.	Form-I: Undertaking	18
5.	Form-II: Technical Bid Submission Forms	19
6.	Form-III: Information of Bidder	20
7.	Form-IV: Affidavit on contractor's data	21
8.	Annexure: Format of Agreement	22-25
9.	Schedule of Work	Annexure-A

**NOTICE INVITING e-TENDER****e-NIT No: WBTANTUJA/BNA/MD/19(e)/2025-26****INVITATION OF BIDS:**

The Managing Director, The West Bengal State Handloom Weavers' Co-operative Society Ltd., TANTUJA BHAVAN, 18/4, Block-DD, Sector-I, Salt Lake City, Kolkata – 700064, invites online percentage rate open tender from experienced and eligible **reputed lift / elevator OEM manufacturers** as detailed in the table below through e-tendering for **Supply, Installation, Testing and Commissioning of one No. New 2000-Kg Goods-Cum-Passenger Lift for the Existing G+2 Building of The Procurement Centre / Yarn Depot-Cum-Warehouse at 268, Dr. Gopal Chatterjee Road, Sukchar, Sodepur, North 24 Parganas.**

Downloading and Submission of Tender can be made online through the website <https://wbtenders.gov.in> only.

Intending Bidders may download the Tender Documents from the website <https://wbtenders.gov.in> directly with the help of Digital Signature Certificate.

Bidders are invited to submit most **competitive bids** for the works as stated herein below through online mode as per the following Schedule:

<b>Name of the Work</b>	Supply, Installation, Testing and Commissioning of one No. New 2000-Kg Goods-Cum-Passenger Lift for the Existing G+2 Building of The Procurement Centre / Yarn Depot-Cum-Warehouse at 268, Dr. Gopal Chatterjee Road, Sukchar, Sodepur, North 24 Parganas.
<b>Earnest Money Deposit</b>	Rs. 58,000.00 (Rupees Fifty Eight Thousand Only)
<b>Tender type</b>	Item rate
<b>Time of Completion</b>	120 (One hundred and twenty) days

**1. ELIGIBILITY CRITERIA FOR PARTICIPATION IN THE TENDER:**

- Lift manufacturers approved under category-I (OTIS / KONE / Schindler / Johnson / Mitsubishi) (as per Memorandum of PWD/Govt. of W.B vide memo no. 75-W(C)/1M-20/15 dt. 03/03/2015) having certificate of Registration for Erection & Maintenance of Lift (issued by the concerned authorities of State Government/ West Bengal Licensing Board] and having requisite credentials in successfully executing similar nature of works under authority of State/ Central Govt., State / Central Govt. undertaking/ Statutory Bodies Constituted under the Statute of the Central / State Govt. Departments. The contractor should upload the scan copy of the said Certificate of Registration through e-Tender portal.
- Average Annual financial turnover during the last 3 years, ending 31<sup>st</sup> March, 2024, should be at least 50 (Fifty) Lakhs.
- Experience of having successfully completed similar nature of works of offices or warehouse or shopping complex or auditorium or residential under authority of State Govt./ Central Govt./ State or Central Govt. undertaking/ Statutory Bodies Constituted under the Statute of the Central/State Govt, during last 7 years ending 31st April,2025 should be either of the following:-

i) The agency shall have satisfactorily completed during the last 5(five) years from the date of issue of this Notice at least one work of similar nature inclusive of similar items of work having a minimum value equal to 40% of the estimated amount put to tender.

**Or**

ii) shall have satisfactorily completed during the last 5(five) years from the date of issue of this Notice at least two work of similar nature inclusive of similar items of work each of which having a minimum value equal to 30% of the estimated amount put to tender.

**Or**

iii) shall produce credential of one single running work of similar nature inclusive of similar items of work which has been satisfactorily completed up to the extent of 80% of the estimated amount put to tender and the value of such executed part is not less than the desired value as at (i) above, provided that the credential certificate clearly states that the work is in progress satisfactorily and also that no penal action has been initiated against the executing agency, i.e. the instant bidder, under the authority of State/ Central Govt. State Central Govt. undertaking/ Statutory Bodies constituted under the statute of the Central/ State Govt.

Provided further that the credential for the above purpose will be in the form of completion certificate or progress certificate, issued by an Executive Engineer or equivalent competent authority of a state/central government, state/central government undertaking, statutory autonomous bodies constituted under the state/central statute on the executed value of completed/running work. Payment certificate will not be treated as credential.

**N.B.:** Completion certificate should contain a) Name of work, (b) Name of Client, (c) Schedule month and year of commencement and completion as per work order (d) actual month and year of completion, (e) Amount put to tender, (f) Gross value of the work done.

D. The prospective bidders must have valid Income Tax return with audited balance sheet (for last 3 years including last financial year), Professional Tax Payment Certificate, Trade License (last financial year), PAN Card, GST Registration Certificate.

E. The bidder should not have been blacklisted by any Central /State Government / Public Sector Undertaking. An undertaking in this regard should be submitted by the bidder with affidavit; otherwise, the bid shall be summarily rejected.

## **2. IMPORTANT DATE & TIME SCHEDULE:**

<b>Sl. No.</b>	<b>Particulars</b>	<b>Date &amp; Time</b>
1.	Date of uploading (Publishing) of NIEt Documents (Online)	03.01.2026 at 11:00 AM
2.	Documents download start date (Online)	03.01.2026 from 11:00 AM
3.	Bid submission start date & time (Online)	03.01.2026 from 11:00 AM
4.	Pre-bid meeting date & time (Online Zoom meeting)	07.01.2026 at 12:00 PM Meeting ID: 889 3617 4998 Passcode: 971689
5.	Bid submission end date & time (Online)	24.01.2026 up to 05:00 PM
6.	Technical bid opening date & time (Online)	27.01.2026 at 12:00 NOON
7.	Financial bid opening date & time (Online)	Will be notified once technical bid evaluation is completed.
8.	Place for opening of Financial Bid (Online)	Office of the Managing Director, Tantuja, 1 <sup>st</sup> Floor, Tantuja Bhavan, Block DD, No. 18/4, Sector I, Salt Lake City, Kolkata - 700 064.

3. For e-Filing, intending bidders may download the tender document from the website <https://wbtenders.gov.in> directly with the help of Digital Signature Certificate & necessary earnest money deposit may be remitted online through e-procurement system as per Memo no. **3975-F(Y) dated: 28.07.2016**. The receipt of submission of EMD (Online) has to be uploaded in EMD folder.
4. Rates should be quoted in figures as well as in words on percentage basis upto 3 decimal places as applicable. Rate should be inclusive of all taxes, duties & CESS etc. including GST which will not be paid extra. All charges for packing forwarding, insurance, freight and delivery, installation, testing, commissioning at site i/c temporary constructional storage, risks, overhead charges general liabilities/obligations and clearance from local authorities shall also be including in the rates.
- No tenders with price variation clause will be accepted. Acceptance of lowest or any other tender is not obligatory. **The rate quoted in totality is criteria for selection.**
5. For abnormally high/low bid, the tender inviting authority may ask for proper justification including rate analysis with supporting documents as per prevailing norms of PWD/CPWD. Rate analysis shall be supportive of materials, labour, tools & plants, contractor's overhead and profit and applicable taxes. Performance Security in the form of Bank Guarantee/ Demand Draft may be asked if the Tender Inviting Authority feels such as necessary. Such determination of items shall be governed by prevailing schedule of rates (SOR) and to the full discretion of the authority.
6. The documents submitted by the bidders should be properly indexed & digitally signed.
7. The FINANCIAL OFFER of the prospective Bidder will be considered only if the Bidder qualifies in the Technical Bid. The decision of the **Managing Director, The West Bengal State Handloom Weavers' Co-Operative Society Ltd. will be final and binding on all concerned and no challenge against such decision will be entertained.**

8. The Name of Qualified Bidders will be displayed in the website on the scheduled date and time as specified above. Bids shall remain valid for a period of 180 (One hundred eighty) days after the dead line date for Financial Bid submission.
9. The Bidder, at his own responsibility and risk is encouraged to visit and examine the site of works and its Surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the work as mentioned in the Notice Inviting Tender, before submitting offer with full satisfaction. The cost of visiting the site shall be borne by the bidder.
10. Technical Bid and Financial Bid both will be submitted concurrently duly digitally signed in the website [www.wbtenders.gov.in](http://www.wbtenders.gov.in) within the time as specified above.
11. The Earnest Money of all the unsuccessful bidders deposited will be treated as per Memorandum No: 3975-F(Y) dated: - 28.07.2016 of the Secretary, Finance Department.
12. Additional performance security @10% of the tender amount in the form of Bank Guarantee/Demand draft/in the form as desired shall be obtained from the successful bidder if the accepted bid value is 80% or less of the Estimate put to tender as per Audit Branch Memo no. **4608-F(Y) of FD**.
13. The rates of the contractor shall be inclusive of labour cess. The Society shall make a recovery @ 1% on account of labour cess from each RA/final bill of the contractor and labour cess so recovered/deducted shall be deposited with the Labour Board of the concerned state.

Every contractor, sub-contractor, affiliates, their legal assigns or heirs as the case may, shall be responsible for registration of every Building worker who has completed eighteen years of age but has not completed sixty years of age and who has been engaged in any Building or Other Construction Work for not less than Ninety Days during the preceding twelve months; with the Board/ Funds as applicable under various sections of "THE BUILDINGS AND OTHER CONSTRUCTION WORKERS (REGULATION OF EMPLOYMENT AND CONDITIONS OF SERVICE) ACT, 1996 and THE BUILDING AND OTHER CONSTRUCTION WORKERS' WELFARE CESS ACT, 1996.

The contractor shall also be responsible for maintaining register of beneficiaries i.e. the workers in such form as may be prescribed by the competent authority & the same shall be kept open at all reasonable times for inspection of relevant authority and officials of client / Tantuja.

In the event of contractor failing to comply with the above clause(s) in part or in full, The Society, without prejudice to any other rights or remedy available under law or any other clause(s) of contract, shall be at absolute liberty to forfeit any sum or sums that are payable or could become payable on account of execution of contract work and decision of Engineer-in-charge shall be final & binding in this regard on the contractor.

14. **The Defect Liability Period (DLP) for the work is 12 (twelve) months to be counted from the date of completion of the work or hand over, whichever is later. However, warranty of equipment shall be as per Schedule of Quantities or OEM's specification. Original Warranty card/User manuals have to be submitted at the time of handing over of the complete project.**
15. The intending bidders are required to quote the rate online only. **No offline tender shall be entertained.**

16. During scrutiny, if it comes to the notice to the tender inviting authority that the credential(s) and/or any other paper(s) has/have been of any bidder found incorrect/ manipulated / fabricated, that bidder will not be allowed to participate in the tender and the application will be rejected outright. The **Managing Director, The West Bengal State Handloom Weavers' Co-Operative Society Ltd.** reserves the right to cancel the NIT due to unavoidable circumstances and no claim in this respect will be entertained.
17. If any discrepancy arises between two similar clauses on different notifications, the clause as stated in latter notifications will supersede the former in following sequence: **a.** NIT, **b.** Special terms & condition, **c.** Technical bid, **d.** Financial bid.
18. If the prescribed dates fall on holidays or on days of strike or natural calamity, the dates would defer to next working day.
19. All bidders are requested to be present online during opening of tenders positively. In no case, the absence of bidder will withhold the opening.
20. In case of inadvertent typographical mistake found in the specific price schedule of rates, the same will be treated to be so corrected as to conform to the prevailing relevant schedule of rates and / or technically sanctioned estimate.
21. Conditional / incomplete tender will not be entertained.
22. The accepting authority reserves the right to reject any or all the tenders without assigning any reason whatsoever and he will not be bound to accept either the lowest tender or any of the tenders.
23. Issuance of work order as well as payment will depend on availability of work-front, fund and no claim what so ever will be entertained for delay of Issuance of work order as well as payment, if any. Intending bidders may consider this criterion quoting their rates.
24. If any bidder withdraws his offer before acceptance or refuse within a reasonable time without giving any satisfactory explanation for such withdrawals, he shall be disqualified for submitting tender to this Society for a minimum period of 1(one) year including forfeiture of EMD.
25. Any dispute arising out of the contract shall be referred to a sole Arbitrator.
26. Where an individual person holds a digital certificate in his own name duly issued to him against the company or the firm of which he happens to be a director or partner, such individual person shall while uploading any tender for and on behalf of such company or firm, invariably upload a copy of registered power of attorney showing clear authorization in his favor by the rest of the directors of such company or the partners of such firm to upload such tender. The power of attorney shall have to be registered in accordance with the provisions of the Registration Act.
27. The successful bidder may have to execute an Agreement as per format provided within 15 days after intimation from the office and should commence the work from the date of issue of the work order failing which the earnest money/security deposit is liable to be forfeited. The Agreement has to be submitted in 3 (three) set to the office by the successful bidder.

- 28.** No Sub-contracting shall be allowed in any manner.
- 29.** If any extra work/deviation arises for completion of job in full, successful bidder shall be bound to undertake the job at same rate of similar item of contract. For items completely new to the contract, prevailing Schedule of Rates shall be followed. In case non-schedule item is to be operated, rate of such items shall be arrived with prevailing market rate analysis. In case of all such extra items, rates accepted by Society shall be final.
- 30. Supply and Delivery:**
- a.** The work to be completed strictly as per given schedule printed in the schedule of requirement. The schedule may be revised (increased / decreased / temporarily postponed) by the Purchaser, depending upon requirement.
  - b.** The ordered item must be packed suitably to avoid any transit loss and weathering to maintain quality. The supply must conform to the given technical specification in tender.
  - c.** Supply of goods must be commenced within specified time frame from the date of placement of formal order or the date as indicated in the order.
  - d.** Supply will normally be accepted on all working days between 10:00 AM and 04:00 PM. Successful bidder must provide the requisite number of labour to store / install the materials in the respective store / places as will be indicated without any additional charges. No supply will be accepted on Saturday, Sunday and Government Holidays unless otherwise desired by the Purchaser.
  - e.** It is obligatory for the bidder to note that failure to maintain delivery schedule for supply of ordered item will lead to severe dislocation in carrying out public service for which successful bidder will be held responsible and action will be taken strictly as per tender rules laid down herein without any prejudice.
  - f.** At least one year onsite warranty of the supplied items is required. This may be relaxed, if OEM offers different type of warranty. Warranty card have to be given at the time of supply/hand over of work as a whole to the recipient.
  - g.** On demand, the bidder will have to inform the details of service support network in due course.
  - h.** The Tender Inviting Authority may ask for original invoices and/or challans of the supplied materials for verification for which the bidder shall be bound to provide the documents without any faltering, otherwise the work shall be deemed to be executed violating tender specification. It is advisable to procure materials so as tax invoices can be produced when asked.
- 31. Inspection for Quality Checking:**
- a.** The Purchaser or his authorized representative shall have the right to visit the work site at any stage of manufacturing of the quoted items.
  - b.** Post-delivery inspection may be conducted by the Purchaser as well as by third party inspection team within the security period (normally Six month from the date of receiving the materials by the store).
- 32. Equipment :**
- a.** All labours, materials, tools plants, machinery, equipments and any other thing required for execution for work shall be arranged by the contractor at his own cost.

- b. All arrangements for establishment, watch & ward of stores and security of sites, permits, license, appropriate vehicles for transportation etc. shall have to be made by the contractor at his own cost and nothing extra on this account shall be paid.
- c. Testing and Commissioning shall include furnishing all labour, materials, instruments etc. and incidentals necessary for complete testing of each component as per the specifications and manufacturers recommendations.
- d. The prices also include packing charges, transportation charges and insurance as required. All necessary clearances as per the prevailing rules shall be obtained by the supplier for execution of work. The packing shall be in such a way as to prevent damages or deterioration in transit and final destination as mentioned in the tender. The packing should be sufficient to withstand rough handling and atmospheric conditions.

### **33. Other Terms and Conditions:**

- a. Conditional tenders and tenders not accompanied with the documents as mentioned above shall be summarily rejected without any reference made to the bidder and no correspondence will be entertained.
- b. No negotiation / enquiry / subsequent representation regarding rate / quantity / quality or otherwise will be entertained after closing of online submission of bid.
- c. No import License, any sort of permit, etc. in respect of any item will be provided by the Purchaser and the bidders should rely on their own resources.
- d. When a bidder submits their tender in response to this Notification, they will be deemed to have understood fully the contents, the requirement, terms and conditions of this tender. No extra payment will be made on the pretext that the bidder did not have a clear idea of any particular point. Any offer made in response to this tender when accepted by the Purchaser will constitute a contract between the parties.
- e. Non-compliance to any terms and conditions laid herein shall constitute a breach of contract and penalty for non-compliance shall be enforced very rigidly.
- f. All notice intended to be served on the bidder will be deemed to have been duly served, if sent under certificate of posting or Speed post or e-mail to the address mentioned in the tender or by any other process permissible under civil law.
- g. All instructions given either in the tender notice, tender and / order form are binding on the bidder and are part of terms and conditions.

### **34. INSTRUCTION TO BIDDERS**

- i. **Registration of Contractor:** Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system; through logging onto <https://wbtenders.gov.in> the contractor is to click on the link for e-Tendering site as given on the web portal.
- ii. **Digital Signature certificate (DSC):** Each contractor is required to obtain Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount.
  - a. The contractor can search & download NIT & Tender Documents electronically from computer once he logs on to the website mentioned in Clause 2 using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.
  - b. A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm. If found to have applied severally in a single job all his applications will be rejected for that job.

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

**35. APPLICABLE STANDARDS:**

IS 14665	Specification for passengers lifts
IEC60364	Standard on Electrical installation for building
IS 15330	Installation and maintenance of Lifts for handicapped persons – Code of practice
IS 15785	Installation and maintenance of lift without conventional machine rooms –Code of practice
IS8216	Guide for inspection of lift wire ropes
IS14665:Part 1	Electric Traction Lifts–Part1:Guidelines for outline dimensions of passenger, goods, service and hospital lifts
IS14665:Part 2: Sec1and2	Electric Traction Lifts–Part2: Code of practice for installation, Operation and maintenance: Section1:Passenger and goods lifts; Section 2: Service Lifts
IS 14665: Part3:Sec1and2	Electric Traction Lifts– Part3: Safety rules: Section 1: Passenger and goods lifts; Section 2: Service Lifts
IS14665:Part 4: Sec1-9	Electric Traction Lifts–Part4: Components
IS14665:Part 5	Electric Traction Lifts– Specification Part 5: Inspection manual
IEC60034:Part–1	Rotating electrical machines– Rating and performance
IEC60034: Part–2-1	Rotating electrical machines – Standard methods for determining losses and efficiency from tests (excluding machines for traction vehicles)
BSEN12385-5	Steel wire ropes. Safety. Stranded ropes for lifts
BSEN61000-6-3	Electromagnetic compatibility(EMC)- Generic standards- Emission standard for residential, commercial and light industrial environments
BSEN61000-6-1	Electromagnetic compatibility(EMC)-Generic standards- Immunity for residential, commercial and light industrial environments
BSEN 12015	Electromagnetic compatibility–Product family standard for Lifts, escalators and passenger’s conveyors-Emission.
BSEN 12016	Electromagnetic compatibility– Product family standard For Lifts, escalators and passenger conveyors -Immunity.
ISO7465	Passenger Lifts and service lifts. Guide rails for car & counter weight – T type
BSENISO1461	Hot dip galvanized coatings on fabricated iron and steel articles. Specifications and test methods
BS5655:Part10	Lifts and service lifts– Specification for the testing and examination of Lifts and service lifts
EN81–71	Safety rules for the construction and installation of lifts — Particular applications to passenger lifts and goods passenger lifts — Vandal resistant lifts
IEC60227- 6	Polyvinyl chloride insulated cables of rated voltages up to and including 450/ 750V/ 1.1KV– Part6: Lift cables and cables for flexible connections

**\*\*\* The bidders must be very specific in uploading documents against respective folder & the documents upload must be clean & readable. Improper uploading of documents in respect of folders concerned may cause rejection of BID.**

**A. Technical Bid:** The Technical proposal should contain scanned copies of the following two covers (folders).

**A-1. Statutory Cover Containing**

a. NIT, Special Terms and Conditions, Forms, BOQ and List of Approved makes. (Download & upload the same Digitally Signed, quoting rate will only be encrypted in the BOQ under Financial Bid).

**A-2. Non-statutory Cover Containing**

- a. Current Professional Tax Clearance Certificate / Current Professional Tax (PT) deposit receipt challan, PAN Card, GST Registration Certificate, Income Tax return with audited balance sheet (for last 3 years including current financial year).
- b. Registration Certificate under Company Act. (if any).
- c. Registered Deed of partnership Firm (in case of partnership firm)
- d. Article of Association & Memorandum of Association in case of Company.
- e. Power of Attorney (For Partnership Firm/ Private Limited Company, if any).
- f. Udyog-Aadhaar Certificate (if applicable)
- g. Trade License (Last Financial Year).
- h. Valid e-mail address, mobile no. & mailing address for correspondence (with authenticated documents).
- i. Affidavit on non-blacklisting
- j. Affidavit on contractor's data
- k. Format of Agreement
- l. ESI & EPF valid registration certificate (If EPF and ESI is not required by law, declaration is to be submitted on letter head of The Company / Firm properly stamped and signed)

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

  
Managing Director, Tantuja

## **SPECIAL TERMS AND CONDITIONS:**

- 1) **Incidental fees:** All rates to be quoted by the contractor shall be inclusive of all incidental fees and charges, i.e. royalties of materials, electricity, water and other charges of municipalities or statutory bodies, Income tax, GST etc. Nothing extra will be paid on any other accounts.
- 2) **Safety certificate or license :** The Contractor shall be fully responsible for obtaining relevant safety certificate or license or any other authorization required from statutory authorities as a pre-requisite for taking up the work of commissioning and regular operation of automatic Goods-cum-Passenger lift. The contractor shall also obtain the relevant safety certificate from statutory authority in respect of individual elevators. Fee, if any, for obtaining such license/certificate shall be borne by the contractor.  
The Contractor shall submit to the WBSHWCS LTD, relevant safety and clearance certificates for each equipment, as obtained from the statutory authorities.  
The Contractor shall be responsible to supply and install any signage/graphics required for fulfillment of relevant statutory authority's norms, whether or not specifically mentioned in the spec.
- 3) **Idle labour:** No claim for idle labour would be entertained under any circumstances.
- 4) **Charges and fees payable by the Contractor:** The contractor shall pay all charges and fees legally payable for acts arising out of their work and hold the employer free from all such costs.
- 5) **Transport:** The contractor shall arrange all transport including railway wagons required for carriage of all tools & plants, machineries and materials etc. at their own cost.
- 6) **Insurance:**
  - a) The safety of the workers as well as the neighboring people will be the contractor's responsibility and he/they should insure himself/themselves suitably at his/their own cost.
  - b) From the commencement of work till its completion and handing over of the completed works to the owners, the contractor shall be responsible for all materials, stores, structures at the site and shall take out adequate insurance cover, at his own cost, against all and any possible risk and the insurance policy will be assigned in favour of the owner and the policy in original will be lodged with the owner immediately on commencement of the work.
- 7) **To follow of Central/State status:** The contractor should strictly adhere to any Central/State acts, rules, regulation enacted in connection with payments of wages, provident fund, employees state insurance, workmen's compensation etc.
- 8) **Cleaning the Site:** Before starting work, work-site, where necessary, must be properly dressed after cutting, cleaning and clearing all varieties of obstacles for which nothing will be paid extra, unless specifically provided in the schedule of works.
- 9) **Security at Site:** Safety and security of all machineries, tools, tackles and materials at site shall be the sole responsibility of the contractor. The contractor shall take all necessary precautions to prevent wastage, demand or theft or loss whatsoever of the plants, machineries, tools, tackles and materials.
- 10) **Debris:** The Contractor shall from time to time remove all debris resulting from execution of their work. Adjacent streets and drive-ways shall be kept clear and unobstructed at all times. Upon completion the Contractor shall remove all rubbish, scaffolding and surplus materials and leave the premises clean and fit to use.
- 11) **Time of Completion :** The total time allowed for completing the entire work shall be **120 (one hundred & twenty) days.**

## **12) Compensation for delay:**

The completion period of indicated in the tender documents is for the entire work of planning, designing, supplying, installation, testing, commissioning and handing over of the entire system to the satisfaction of the Engineer-in-charge.

The time allowed for carrying out the works as per the tender be strictly observed by the Contractor and shall be reckoned from the date on which the order to commence work is given to the Contractor. The work shall be carried throughout the stipulated period of the Contract with due diligence (time being the essence of the Contract, on the part of the contractor) and the Contractor shall pay as compensation for delay at the rate of 0.5% for each week upto maximum of 10% of the contract value for the extended time period after the stipulated completion date.

In the event of contractor failing to execute at least 50% of the quantum of work as a whole or for any particular activity (ies) within stipulated time frame, the Society may take ultimate measure against the contractor which might include termination of the contract and blacklisting of the contractor for taking part in future tenders of the Society and/or Govt.

**13) Extension of time:** If the Contractor desires extension of time for completion of the work on the grounds of unavoidable hindrances such as Act of God, Force Majeure etc., the Contractor shall give an immediate report of such hindrance to the Engineer-in-Charge of the Society in writing. If the contractor desires an extension of time for completion of the work on the ground, he shall apply in writing to the Engineer-in-Charge of the Society, the detailed delay analysis with proper supporting, within seven days of the date of cessation of such hindrance on account of which he desires such extension. Engineer-in-Charge shall, if in his opinion (which shall be final) reasonable grounds shown therefore, authorize such extension of time, if eligible.

**14) Works to be open to inspection:** All work under or in course of execution or executed in pursuance of the contract shall at all times be open to inspection and supervision of the Engineer-in-Charge and his subordinates at times during the usual working hours, and at all other times at which reasonable notice of the inspection of Engineer-in-Charge or his subordinate to visit the work shall have been given to the contractor. The contractor, either himself will be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself.

**15) Action and compensation payable in case of bad work:** If it shall appear to the Engineer-in-Charge or his subordinate in charge of the work, that any work, has been executed with unsound, imperfect or unskilled workmanship, or with materials of any inferior description, or that any material or article provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the Contractor shall on demand in writing from the Engineer-in-Charge specifying the work material or article complained of notwithstanding that the same may have inadvertently passed, certified and paid for, forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost, and in the event of his failing to do so within a period to the Engineer-in-Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the rate of one percent, of the amount of the estimate for every day not exceeding ten days, while in case of his failure in rectification, the Engineer-in-Charge may rectify or remove, and re-execute the work or remove and replace with other materials or articles complained of as the case may be at the risk and expense in all respect of the Contractor.

**16) No compensation for any damage due to rains or natural calamities (Force Majeure):** No compensation for any damages due to rain or natural calamities or in case of force majeure during execution of the work will be made.

**17) Water & Electricity:** Water for both construction and drinking & electrical power connection are to be arranged by the contractor at his own cost. However owner, if required, will extend all possible help in the matter.

18) **Local Problems:** Local problem, if any arises during the course of construction; the contractor has to settle the same without involving the owner.

19) **Safety Rules:** All safety rules are to be followed by the contractor like providing helmets, safety net etc. First Aid medicines have to be made available at construction site from Day 01. Works to be governed under the relevant Indian Standard Codes for Occupational Health & Safety, Quality and Environmental Safety.

20) **Payment Terms:** Payment shall be made in **two parts** as follows:

- A. 60% of the bill value of lift shall be released after the complete supply of the lift materials, along with receipt of all required materials, accessories, and components at site.
- B. The final payment shall be released after successful installation, testing, and commissioning of the lift in all respects. Payment shall be made after necessary deduction for Security Deposit, CESS, TDS etc. Since, EMD of 2% is submitted by the bidders at the time of participation of e-tender, the balance 8% of bill value shall be kept as Security Deposit which shall be release after completion of defect Liability Period (DLP) if no defect arises.

21) **Refund of Security Deposit:** 10% security deposit will be refunded after completion of 12(twelve) months from the date of completion of work or hand over, whichever is later i.e., defect liability period, if no defect arises within the defect liability period, certificate from local authorized representative in this regard have to be submitted along with prayer to release security deposit. If any defect arises within defect liability period, the contractor shall have the responsibility to repair the same at his own cost otherwise the security money shall be forfeited. However the society shall have the right to get done the work at the risk & cost of contractor, if he fails to rectify defects within defect liability period (DLP) provided that notice has been served within DLP. The cost of such rectification by any 3<sup>rd</sup> party is to be deducted from the security deposit.

However, Security Money may be released upon completion of job in full satisfaction and submission of Bank Guarantee of equivalent amount.

22) **Arbitration:** Any dispute arising out of the contract shall be referred to an Arbitrator appointed mutually by both the parties.

23) **Local Problem:** Local problem, if any, during the execution of work, shall be handled by the contractor at his own responsibility.

24) **Warranty:**

All equipment shall be warranted for a minimum period of 12 months or as per OEM's specification, from the date of taking over the installation by the Society. The equipment or any of the components, or any part thereof, so found defective during warrantee period shall be forthwith repaired or replaced free of cost, to the satisfaction of the Engineer-in-charge. In case it is felt by the Society that undue delay is being caused by the contractor in doing this, the same will be got done by the Society at the risk and cost of the contractor. The decision of the Engineer-in-charge in this regard shall be final.

25) **Handing over/taking over:**

The contractor shall furnish detailed instructions and manuals of manufactures for all items of equipments regarding installation, adjustments, operation and maintenance i/c preventive maintenance & trouble shooting together with all the relevant data sheets, spare parts catalogue and workshop procedure for repairs, assembly and adjustment etc.

## **26) Extent of work:**

The work shall comprise of entire labour including supervision and all materials necessary to make a complete installation and such tests and adjustments and commissioning as may be required. The terms complete installation shall not only mean major items of the plant and equipment's covered by specifications but all incidental sundry components necessary for complete execution and satisfactory performance of installation with all layout charges whether or not those have been mentioned in details in the tender document in connection with this contract.

Minor building works necessary for installing of equipment, foundation, making of opening in walls or in floors and restoring to their original condition, finish and necessary grouting etc. as required shall have to be undertaken by the contractor to complete the job.

## **27) Compliance with regulations and Indian standards:**

The Contractor shall adhere to the statutory provisions under Payment of Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, Employee's Provident Fund & Miscellaneous Provisions Act, Workmen's Compensation Act and other relevant statutes. Non-compliance of the statutory provisions in respect of contract labour engaged in the job may attract penal action against Contractor from the law enforcing authorities. All liabilities arising out of the non-compliance of the Law of the land will have to be borne by the Contractor and PURCHASER will not be responsible in any manner whatsoever for the same. The Contractor shall indemnify and hold harmless the Purchaser from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel, including the Sub-contractors and their personnel, but without any Prejudice.

In particular, the equipment and installation will comply with the following:

- (i) Factories Act.
- (ii) Indian Electricity Rules.
- (iii) IS & BS Standards as applicable.
- (iv) Workmen's compensation Act.
- (v) Statutory norms prescribed by local bodies etc.

## **28) Maintenance:**

Sufficient trained and experienced staff shall be made available to meet any exigency of work during the warranty period from the handing over of the installation.

The maintenance, routine as well as preventive for one year from the date of taking over the installation as per manufacturer's recommendation shall be carried out and the record of the same shall have to be maintained.

## **29) Specifications:**

The work shall be carried out as per PWD General Specifications for Civil and Electrical Works as amended upto date with all corrigenda and addenda, if any, relevant IE rules, and as per directions of Engineer-in-charge.

### 30) **Final Acceptance Inspection & Testing**

<b>Sl. No.</b>	<b>Elevator's Parameter/ Feature to be Inspected/ Tested</b>	<b>Scope of Test</b>
1	Tests shall be carried out on each Elevator in accordance with the relevant provisions of BS 5655 Part 10 & West Bengal Lift Rules (latest) as amended, which shall include but not be limited to the following:	
i)	Starting current, running current and supply voltage	Readings shall be taken at the rated speed of each Elevator in both directions of operation under no load, balanced load and full load conditions.
ii)	1000 VAC testing	Both power and control wiring of the controller shall be tested between lines connected together and earth at 1000V 50Hz for 1 min. The control wiring shall be separately tested between pole and earths. Immediately following each test, a 1000 V dc insulation tester shall show an insulation resistance of not less than 3 M ohms. All field wiring shall withstand a 1000 V megger test on site and each conductor shall show an insulation resistance to earth of not less than 3 M ohms.
iii)	Over-speed governor	(a) Shall be tested to ensure that it will activate when the speed exceeds the limits prescribed in the spec. (b) Functional tests on the safety gear with no load at rated speed by manually tripping the governor.
iv)	Test on the car and landing doors system	(a) Checking of the condition of the landing and car door for smooth operation, (b) Functional tests on the door closing time, door speed, re-opening, safety edge, proximity detection landing and car door Contacts of the door lock.
v)	All the landing call buttons, indicators and All function provided in key- switch operated cabinet Mounted below the car operating panels	Functional tests
vi)	Emergency call buttons	Functional tests
vii)	Final limit switches terminal slow down and terminal over travel limit switches,	Functional tests

viii)	Following safety switches and devices: a. Over load device. b. Phase protection device. c. Floor leveling accuracy and relabeling at different loads. d. Over current Protection device. e. Counter weight safety (if applicable)	Functional tests
ix)	UPS unit	--Functional tests --2 hour duration test
x)	Car top maintenance panel	Functional tests
xi)	Intercom system	Functional tests
xii)	Buffer	Compress buffer test
xiii)	Clearance	Running clearance tests
xiv)	Elevator management, monitoring and fault diagnostic system	Functional tests
xv)	Noise/sound level	Noise level of the complete Elevator, individual machinery and inside car with fan operation
xvi)	Automatic Rescue Device / Battery backup device	6 time operation without intermediate charging to be done
xvii)	Track brake machine, And motor control equipment	Complete function tests. Temperature readings of Elevator controller and equipment shall be taken every fifteen minutes for at least 2 hours or the duration of test whichever is longer
xviii)	Floor leveling Accuracy and releveing at different loads	Functional tests
xix)	Emergency Power and Fire operation	In event of power failure and/ or fire, the elevator should operate in a manner as laid down in the spec/ WB Lift Rules (Latest) with all amendments.
xx)	Functional tests of all features and Functions not include in the above but required as per this specs and EN81-1	
2.	Twelve Hour Run	Each Elevator shall run continuously with the rated loadfor12hoursandshalltravel up and down with intermediate stops such that the number of max starts is as per the specification. WBSHWCS LTDs shall arrange uninterrupted power supply for the said period. If uninterrupted supply is not available, 12 running hour's period shall be ensured with minimum interruptions. Modalities for the same may be worked out between the contractor and the WBSHWCS LTD

  
**Managing Director, Tantuja**

**FORM - I**

**UNDERTAKING**

**FOR NOT BARRED/DELISTED/BLACK LISTED**

**(To be submitted by bidder on non-judicial stamp paper of Rs. 20/-  
(Rupees .....Twenty only) duly attested by Notary Public)**

**Tender Reference No..... Date: .....**

To,  
The Managing Director  
The West Bengal State Handloom Weavers' Co-operative Society Ltd.  
"Tantuja Bhawan", 18/4, Block-DD, Sector-I, Salt Lake City, Kolkata – 700064.

I / We, M/S.....  
..... (Address)

do hereby submit undertakings:

1. That we have not been Barred / Delisted / Blacklisted by Union or State Governments / Any Government Undertakings of this Country during last five years for supply of the materials included in the Tender as referred above.
2. That we shall be responsible if any falsification is found in this statement during course of the supply by us, related to this Tender and the Purchaser will have the right to withdraw the supply Order and /or cancel the agreement of the said materials.
3. That we shall intimate immediately if we are Barred / Delisted / Blacklisted within the period of supply of the said materials and the Purchaser will have the right to withdraw the supply order and /or cancel the Agreements.

.....

Authorized Signatory

**FORM - II**

**Technical Bid Submission Forms**

**(To be furnished in the company's official letter head with full address with contact no., telephone no., FAX no., e-mail address, website etc.)**

To,  
The Managing Director  
The West Bengal State Handloom Weavers Co-operative Society Ltd.  
"Tantuja Bhawan", 18/4, Block - DD, Sector - I, Salt Lake City, Kolkata – 700 064.  
Sub: Supply, Installation, Testing and Commissioning of one No. New 2000-Kg Goods-Cum-Passenger Lift for the Existing G+2 Building of The Procurement Centre / Yarn Depot–Cum–Warehouse at 268, Dr. Gopal Chatterjee Road, Sukchar, Sodepur, North 24 Parganas.

**Tender Reference No.** ..... **Date:** .....

Dear Sir:

1. With reference to your NIT under reference, I am / we are submitting our Proposal, which includes this Technical Bid and a Financial Bid for the items tendered for as per your specification, terms and conditions.
2. Should this tender be accepted, I / We hereby agree to abide by and fulfill all the terms and conditions laid down in the NIT and the particulars available in the NIT and the details given in the specification / description or in default thereof to forfeit and pay the Managing Director, The West Bengal State Handloom Weavers' Co-operative Society Ltd. or his successor in office the penalties / sums / or of money that may be imposed, the earnest money deposited herewith or from other money deposited by me/ us or from the bills that will be payable to me / us for the services to be made.
3. I / We also agree that the decision of the Managing Director, The West Bengal State Handloom Weavers' Co-operative Society Ltd. in all matters in respect of this tender will be final and binding on me / us subject to the modifications resulting from Contract negotiations.
4. I / We also agree to execute on being called upon to enter into a formal agreement embodying the terms and conditions contained herein and / or on usual terms and conditions and on default on my / our doing so, the Earnest Money deposited by me / us will liable to be forfeited.
5. I / We hereby declare that all the information and statements made in this bid are true and that any misinterpretation contained in it may lead to our disqualification.
6. We understand you are not bound to accept any bid you receive.

Yours sincerely,

Authorized Signature [In full and initials]: .....

Name and Title of Signatory: .....

Name & Address of Firm: .....

**FORM - III**

**Information of Bidder**

<b>Sl. No.</b>	<b>Item</b>	<b>Description</b>
1.	<b>Name of the Bidder</b>	
2.	<b>Address of the Bidders</b> <b>i. Head Office</b> <b>ii. Branch Office</b>	
3.	<b>e-mail address</b>	
4.	<b>Telephone Nos.</b>	
5.	<b>Fax No.</b>	
6.	<b>Type of Firm (Public Ltd. Co. / Private Ltd. Co. / Partnership Firm / Authorized Distributer / Authorized Dealer</b>	Attach scanned copy of relevant document
7.	<b>Trade License</b>	Attach scanned copy of relevant document
8.	<b>P. Tax Registration</b>	Attach scanned copy of relevant document
9.	<b>Udyog-Aadhaar Certificate</b>	Attach scanned copy of relevant document
10.	<b>Permanent Account No. (PAN)</b>	Attach scanned copy of relevant document
11.	<b>Income Tax</b>	Attach scanned copy of relevant document
12.	<b>Goods and Services Tax Payers Identification Number (GSTIN) under GST Act 2017</b>	Attach scanned copy of relevant document
13.	<b>Financial Strength</b>	Attach scanned copy of relevant document
14.	<b>Affidavit on blacklisting</b>	Attach scanned copy of relevant document

.....  
**Signature and Seal of the Bidder**

**FORM - IV**  
**AFFIDAVIT**  
**(Contractor's data)**

**(To be submitted by bidder on non-judicial stamp paper of Rs.100/  
(Rupees .....Hundred only) duly attested by Notary Public)**

Affidavit of Mr. .... S/o. ....  
R/o.....

I, the deponent above named do hereby solemnly affirm and declare as under:

1. That I am the Proprietor/Authorized signatory of M/s .....  
Having its Head Office/Regd. Office at .....

2. That the information/documents/Experience certificates/ Bank Guarantee(s) submitted by  
M/s ..... along with the tender for .....  
(Name of work)..... To TANTUJA are genuine and true and nothing has been concealed.

3. I shall have no objection in case TANTUJA verifies those from issuing authority (res). I shall  
also have no objection in providing the original copy of any of the document(s), in case  
TANTUJA demands so for verification.

4. I hereby confirm that in case, any document, information & / or certificate submitted by me  
found to be incorrect/ false/ fabricated, TANTUJA at its discretion may disqualify/ reject/  
terminate the bid/contract and also place under Holiday list as per TANTUJA Policy.

I, ....., the Proprietor / Authorised signatory  
of M/s ..... do hereby confirm that the contents of the above  
Affidavit are true to my knowledge and nothing has been concealed there from  
..... and that no part of it is false.

**DEPONENT**

Verified at .....this .....day of.....

**DEPONENT**

ATTESTED BY (NOTARY PUBLIC)

**ANNEXURE**

**AGREEMENT FORMAT**

**(To be executed by bidder on non-judicial stamp paper of Rs. 50/  
(Rupees .....Fifty only) duly attested by Notary Public)**

**THIS AGREEMENT is made at Kolkata on this \_\_\_\_ day of \_\_\_\_\_, 2025 (Two  
Thousand and Twenty-Five)**

**BETWEEN**

THE WEST BENGAL STATE HANDLOOM WEAVERS' CO-OPERATIVE SOCIETY LTD, having its Income Tax Permanent Account Number \_\_\_\_\_, a society registered under the provision of Bengal Co-operative Societies Act, 1940, popularly known as "Tantuja" having its registered Office at Tantuja Bhavan, Plot No. 18/4, DD Block, Salt Lake City, Sector-I, Post Office- DD Block, Police Station- Bidhannagar, Pin- 700064 represented by its Managing Director/Authorized Representative namely \_\_\_\_\_, hereinafter referred to as the "Society" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its, successor or successors in office, administrator/s and/or assigns) of the **FIRST PART**.

AND

M/S \_\_\_\_\_, having its registered office at \_\_\_\_\_ District \_\_\_\_\_, Pin- \_\_\_\_\_ (WB) represented by its \_\_\_\_\_, namely \_\_\_\_\_ herein under called 'Contractor' (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its, successor or successors in office, administrator/s and/or assigns) of the **SECOND PART**.

**AND WHEREAS** the West Bengal State Handloom Weavers 'Co-operative Society Ltd. Known as "Tantuja", being the First Party herein, which means products of "Tantu" i.e. cloth, was established in 1954 by the Govt. of West Bengal for marketing of handloom products produced by the member Primary Weavers Co-operative Societies (PWCS) so as to develop the handloom sector of the State. Tantuja has been marketing a wide range of handloom products which includes Jamdanisarees, Baluchari sarees, Tangail sarees, Dhotis, Lungis, Bed sheets, Towels etc. through their 83 showrooms and e-commerce through Flipkart, Amazon.

WHEREAS, TANTUJA, has desirous of construction of **(NAME OF WORK)** (hereinafter referred to as the "PROJECT") on behalf of the **(NAME OF OWNER/MINISTRY)** (hereinafter referred to as "OWNER"), had invited tenders as per Tender documents vide NIEt No. .... .

AND WHEREAS **(NAME OF CONTRACTOR)** had participated in the above referred tender vide their tender dated .....and TANTUJA has accepted their aforesaid tender and award the contract for (NAME OF PROJECT) on the terms and conditions contained in its NIEt No. ....and the documents referred to therein, which have been unequivocally accepted by **(NAME OF CONTRACTOR)** vide their acceptance letter dated .....resulting into a contract.

NOW THEREFORE THIS DEED WITNESSETH AS UNDER:

**ARTICLE 1.0 - AWARD OF CONTRACT**

**1.1 SCOPE OF WORK**

TANTUJA has awarded the contract to **(NAME OF CONTRACTOR)** for the work of (NAME OF WORK) on the terms and conditions in its NIEt No..... dated..... and the documents referred to therein. The award has taken effect from **(DATE)** i.e. the date of issue of aforesaid work order. The terms and expressions used in this agreement shall have the same meanings as are assigned to them in the "Contract Documents" referred to in the succeeding Article.

**ARTICLE 2.0 - CONTRACT DOCUMENTS**

2.1 The contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached herewith (hereinafter referred to as "Contract Documents").

a) TANTUJA Notice Inviting e-Tender vide No. ....date..... and TANTUJA's tender documents consisting of:

- i) General Conditions (GC) alongwith amendments/errata to GC (if any) issued (Volume-I).
- ii) Special Conditions of Contract including Appendices & Annexures, Volume-II.
- iii) Bill of Quantities alongwith amendments/corrigendum of schedule items, if any (Volume-II).

iv) .....

v) .....

b) **(NAME OF CONTRACTOR)** letter proposal dated..... and their subsequent communication:

- i) Letter of Acceptance of Tender Conditions dated .....
- ii) .....
- iii) .....

2.2 TANTUJA's detailed Work Order No. ....dated..... including Bill of Quantities. Agreed time schedule, Contractor's Organisation Chart and list of Plant and Equipments submitted by Contractor.

2.3 All the aforesaid contract documents referred to in Para 2.1 and 2.2 above shall form an integral part of this Agreement, in so far as the same or any part thereof column, to the tender documents and what has been specifically agreed to by TANTUJA in its Work Order. Any matter inconsistent therewith, contrary or repugnant thereto or deviations taken by the Contractor in its "TENDER" but not agreed to specifically by TANTUJA in its work order, shall be deemed to have been withdrawn by the Contractor without any cost implication to TANTUJA. For the sake of brevity, this Agreement alongwith its aforesaid contract documents and Work Order shall be referred to as the "Contract".

**ARTICLE 3.0 - CONDITIONS & CONVENANTS**

3.1 The scope of Contract, Consideration, terms of payments, advance, security deposits, taxes wherever applicable, insurance, agreed time schedule, compensation for delay and all other terms and conditions contained in NIEt No..... dated .....are to be read in

conjunction with other aforesaid contract documents. The contract shall be duly performed by the contractor strictly and faithfully in accordance with the terms of this contract.

3.2 The scope of work shall also include all such items which are not specifically mentioned in the Contract Documents but which are reasonably implied for the satisfactory completion of the entire scope of work envisaged under this contract unless otherwise specifically excluded from the scope of work in the work order.

3.3 Contractor shall adhere to all requirements stipulated in the Contract documents.

3.4 Time is the essence of the Contract and it shall be strictly adhered to. The progress of work shall conform to agreed works schedule/contract documents and Work Order.

3.5 This agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede all prior correspondence to the extent of inconsistency or repugnancy to the terms and conditions contained in Agreement. Any modification of the Agreement shall be effected only by a written instrument signed by the authorized representative of both the parties.

3.6 The total contract price for the entire scope of this contract is Rs. ....(Rupees .....only), which shall be governed by the stipulations of the contract documents.

#### **ARTICLE 4.0 - NO WAIVER OF RIGHTS**

4.1 Neither the inspection by TANTUJA or the Engineer-in-Charge or Owner or any of their officials, employees or agents nor order by TANTUJA or the Engineer-in-Charge for payment of money or any payment for or acceptance of, the whole or any part of the work by TANTUJA or the Engineer-in-Charge nor any extension of time nor any possession taken by the Engineer-in-Charge shall operate as waiver of any provisions of the contract, or of any power herein reserved to TANTUJA, or any right to damage herein provided, nor shall any waiver of any breach in the contract be held to be a waiver or any other or subsequent breach.

#### **ARTICLE 5.0 - NOTICE OF DEFAULT**

Notice of default given by either party to the other party under the Agreement shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto, if delivered against acknowledgment due or by FAX or by registered mail duly addressed to the signatories at the address mentioned herein above.

#### **ARTICLE 6.0 - GOVERNING LAW AND JURISDICTION**

6.1. This Tender and subsequently executed Agreement between the parties shall be governed by applicable Indian laws in force and shall be subject to the exclusively jurisdiction of courts in Kolkata.

Any dispute or difference arising between the Parties out of the Agreement relating to any matter in connection with or arising out of the Agreement including but not limited to any terms hereof and/or construction or effect of any of the clauses hereto between the parties hereto shall first be endeavored for amicable settlement through table talks.

If foregoing endeavor fails for a period of 30 days, then the dispute shall be referred for adjudication and disposal by an Arbitrator (to be appointed mutually by both the Parties). The Arbitration shall be invoked by aggrieved party in writing.

The Arbitration shall be conducted in accordance with the provision of the Arbitration and Conciliation Act, 1996 and amendments up to date therein.  
The arbitration award passed by the presiding arbitrator shall be the final and binding on the parties and their respective successors in law.

The venue of Arbitration shall be Kolkata.

The language shall be English.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have executed these presents (execution whereof has been approved by the Competent Authorities of both the parties) on the day, month and year first above mentioned at Kolkata.

For and on behalf of:

For and on behalf of:

**(NAME OF CONTRACTOR)**

**M/s. TANTUJA**

**WITNESS:**

- 1.
- 2.

**WITNESS:**

- 1.
- 2.