Office of the Divisional Manager, Kolkata Forest Corporation Division,
West Bengal Forest Development Corporation Limited

E-Tender for renovation works at Heritage Café, Alipore Zoological Garden, Kolkata

Notice Inviting Tender No: 24/2P-05/KFCD/26-27

Office of the Divisional Manager, Kolkata Forest Corporation Division,
West Bengal Forest Development Corp. Ltd.
"Aranya Bikash", 2nd Floor, KB 19, Sector-III, Salt Lake City, Kolkata-700 106
Phone – 033 4064 4128, e-mail: kfcd@wbfdc.com

Memo No. 1103/2P-05/26-27(KFCD) *** Date: 05.11.2026

Notice Inviting Tender No.: 24/2P-05/KFCD/26-27

E-Tender for renovation works at Heritage Café, Alipore Zoological Garden, Kolkata

Divisional Manager, Kolkata Forest Corporation Division, West Bengal Forest Development Corporation Limited invites e-tenders for the following work as detailed in the table below. [Collection (downloading) and Submission (uploading) of Tender can be made online through the website https://tender.wb.gov.in only].

Name of Project	Estimated Amount Put to tender (Rs.)	EMD (Rs.) (2% of the amount put to tender)	Cost of tender documents (Tender Fees, in Rs.)	Period of Completion of the work
Renovation works at Heritage Café, Alipore Zoological Garden, Kolkata	4,14,249.00 (Including all taxes)	8,285.00	NIL	30 days

The Tender Inviting Authority reserves the right to cancel any work without assigning any reason thereof. Work order may be issued for the whole work/ for part of the work to the L-1 bidder as deemed fit bythe TIA (Tender Inviting Authority).

In the event of e-filling, intending bidder may download the tender documents from the website https://tenders.wb.gov.in directly with the help of Digital signature Certificate.

Tenderer will select the tender to bid and initiate payment modes (vide Finance Department Memorandum no. 3975-F(Y) Dated 28/07/2016)

a) i) Net banking (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI Bank Payment gateway.
ii) RTGS/NEFT in case of offline payment through bank accounts in any bank.

b) Exemption of any kind for any of the eligible bidder towards cost of EMD will be according to i) 815-F(Y) dated 23.02.2023 issued by Finance Department, Audit Branch, Government of West Bengal.

Schedule of Dates:

Sl. No.	Particulars	Date & Time
1	Date of uploading N.I.T. Documents - Online (Publishing Date)	07.11.2026 at 10.00 AM
2	Documents download start date (Online)	07.11.2026 at 10.00 AM
3	Documents download end date (Online)	16.11.2026 at 05.00 PM
4	Bid submission start date (Online)	07.11.2026 at 10.00 AM
5	Bid submission closing date (Online)	16.11.2026 at 05.00 PM
6	Bid opening date for Technical Proposal (Online)	18.11.2026 at 05.00 PM
7	Date of uploading technically qualified bidders (Online)	To be notified in due course
8	Date of opening Financial Bids (Online)	To be notified in due course

Note:

1) In case of any unscheduled holiday or on days of Bandh or natural calamity on the aforesaid dates, the next working day will be treated as scheduled / prescribed date for the same purpose.
2) The Tender Inviting Authority may change the venue of opening the Technical or Financial Bids in case of exigent circumstances like breakdown of communications link or conditions of force majeure.
3) The Tender Inviting Authority reserves the right to defer the date of opening of either Technical or Financial Proposal or both, if required.

INSTRUCTION TO BIDDERS (ITB)

Section – A

1. General Guidance for e-Tendering

i. Instructions / Guidelines for tenderers for electronic submission of the tenders online have been shown in Web site https://tenders.wb.gov.in

ii. Registration of Contractors

Any contractor willing to take part in the process of e-tendering will have to be enrolled and registered with the Government e-Procurement System.

iii. Digital Signature Certificate (DSC)

Each contractor is required to obtain a Class-III Digital Signature Certificate (DSC) for submission oftenders.

iv. Collection of Tender Documents

The contractor can search and download NIT and tender documents electronically from computer once he logs on to the website mentioned in Clause 1.1 using the Digital Signature Certificate. This is the only mode of collection of tender documents.

v. Participation in more than one work

A prospective bidder shall be allowed in the job either in the capacity of individual or as a partner of a firm or registered company.

2. Submission of Tenders:

i. General process of submission:

Tenders are to be submitted online through the website stated in Clause 1.1 in two folders, at a time for each work, one is Technical Proposal and the other is Financial Proposal, before the prescribed date and time mentioned in the list attached. Using the Digital Signature Certificate (DSC), the documents are to be uploaded, virus scanned and digitally signed. Tenderers should specially take note of all the addendum/corrigendum related to the tender and upload the latest documents as part of the tender.

ii. Technical Proposal

The Technical Proposal should contain scanned copies and/or a declaration in standardized formats of the following in

two covers (folders).

A. Technical File (Statutory Cover with Statutory Documents)

i. NOTICE INVITING TENDER (NIT) (to be submitted in "NIT" Folder appropriately

ii. Section B (Form I, Form II, Form III,AFFIDAVIT – Y and Annexure-I) (to be submitted in "FORMS" Folder).

iii. Instructions to Bidders. (to be submitted in "ITB" Folder)

iv. General Terms & Conditions of Contract. (to be submitted in " GT AND CC" Folder)

v. Technical Specification. (to be submitted in " TS " Folder)

vi. Drawing if Any to ("DRAWING" Folder)

Note: Tender document may be downloaded from website &submission of Technical Bid/Financial Bid as per Tender Schedule

vii. Addenda/Corrigenda, if published: Contractors are to keep track of all the Addendum/Corrigendum issued with a particular tender and upload all the above, digitally signed, along with the NIT. Tenders submitted without the Addendum/Corrigendum will be treated as invalid and liable to be rejected.

B. My Document (Statutory Documents)

Following documents are mandatory for qualifying on Technical Ground

Sl. No.	Category Name	Sub-Category Description		Document Name
A.	CERTIFICATES	CERTIFICATES		(For details see Clause 3 of ITB & relevant clauses of NIT)
			1	Latest Professional Tax deposit challan to the Government of West Bengal
			2	GST Registration Certificate for the state West Bengal
			3	I.T.R. Acknowledgement Receipt (last 3 Assessment years)
			4	PAN Card
			5	Trade License issued by Local Bodies under Government of West Bengal
			6	ESI and EPF Registration Certificate (If EPF and ESI is not required by law, declaration is to be submittedon letter head of The Company/ Firm properly stamped and signed)
B.	COMPANY DETAILS	COMPANY DETAILS	1	Proprietorship Firm - Trade Licence issued by Local Bodies under Government of West Bengal
			2	Partnership Firm - Registered Partnership Deed, Registered Power of Attorney, Trade licence issued by Local Bodies under Government of West Bengal
			3	Pvt. Ltd. Company – Registration/ Incorporation Certificate underCompany's Act, MOA & AOA, Registered Power of Attorney, Trade licence issued by Local Bodies under Government of West Bengal
			4	Registered Un-employed Engineers and Labour Co-operative Societies Limited. i. Current "No Objection Certificate" from the Assistant Registrar of Co-operative Societies. ii. Supporting documents showing area of operation. iii. Bye-laws duly approved by the Assistant Registrar of Co-operative Societies. iv. Name with address and signature (in original) of the present Board of Directors of the Co-operative Society v. Copies of Minutes of last Annual General Meeting and Audit Report of the Co-operative Society with the evidence ofsubmission of the same to the concerned Authorities, duly attested. vi. Registered Power of Attorney. vii. Trade licence issued by Local Bodies under Government of West Bengal

C.	CREDENTIAL	CREDENTIAL	1	*(i) Intending tenderers should produce a single credential of similar nature of completed work of the minimum value of 40% of estimated amount put to tender during 5 years prior to the date of issue of tender notice.* *or* *(ii) Intending tenderers should produce two credential of similar nature of completed work of the minimum value 30% of estimated amount put to tender during 5 years prior to the date of issue of tender notice.* *or* *(iii) intending tenderers should produce credentials of one single running work of similar nature which has been completed to the extent of 80% or more and value of which is not less than the desired value at (i) above* *In case of running work only those tenderers who will submit the certificate of satisfactory running works from the Concerned Executive Engineer/ Divisional Forest Officer or equivalent Competent Authority will be eligible for the tender. In the required Certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executed agency, i.e., the tenderer..* *Credential certificate issued by the Executive Engineer/Divisional Forest Officer or equivalent or Competent Authority of a State/ Central Government, State/ Central Government undertakings, Statutory/ Autonomous bodies constituted under the Central/ State statue, on the executed value of completed/ running work will be taken as credential.*
E.	FINANCIAL (INFO)	Turnover	1	Last Three years Audited Balance Sheet and P&L Accounts

❖ **The bidders shall note that all details sought are statutory in nature.**

2.3. Financial Proposal

i) The financial proposal should contain the Bill of Quantities (B.O.Q) in one cover (folder). The contractor is to quote the percentage rate indicating

- Excess in % or
- Less in % or
- Excess or Less 0.00% to indicate at par in the space marked for quoting rate.

ii) Only downloaded copy of the B.O.Q. are to be uploaded quoting the rate, virus scanned & digitally signed by the contractor.

3. <u>Additional Criteria for participation in tender</u>:

(a)Where an individual person holds a Certificate in his own name duly issued to him against the company or the firm ofwhich he happens to be a director or partner, such individual person shall, while submitting any tender for and on behalf of such company or firm, invariably submit a copy of registered power of attorney showing clear authorization in his favour, by the rest of the directors of such company or the partners of such firm, to submit such tender. The Power of Attorney shall have to be registered in accordance with the provisions of the Registration Act, 1908.

(b) Neither prospective Tenderer nor any of the constituent partners had been debarred to participate in any Tender by the State/ Central Government, State /Central Government undertaking, Statutory/ Autonomous bodies constituted under the Central/ State statute during the last 5 (five) years prior to the date of this NIT. Such debarring will be considered as disqualification towards eligibility. (A declaration in this respect has to be furnished by the prospective bidders as per prescribed format in non-judicial stamp paper, must be uploaded with both sides of Stamp Paper - Affidavit-Y).

(c) The prospective Tenderers or any of their constituent partner shall neither have abandoned any work nor any of their contract have been rescinded during the last 5 (five) years. Such abandonment or rescission will be considered as disqualification towards eligibility.

(d) Joint Ventures not allowed.

(e) A prospective Tenderer shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm.If the prospective Tenderer is found to have applied severally in a single job, all his applications will be rejected for that job. Sub contract will not be allowed.

(f) Conditional / Incomplete Tender will not be accepted under any circumstances.

(g) Absence of any of these details / lack of proof or lack of sufficient documents to substantiate the above shall make the Tenderer / Bidder ineligible for further consideration. During the process of evaluation, if the Tender Inviting Authority finds that there are any wrong details, mis-representation or false declarations given by the Tenderer / Bidder, the Tender Inviting Authority shall have the right to disqualify and / or black list the firm and take other action as deemed necessary.

(h) Tenderers has to produce duly self-attested supporting documents/certificate from the client with whom they have worked. Balance Sheet should be audited and certified by the Chartered Accountant.

(i) Agencies are required to give a detail work programme in the form of a bar chart/work flow chart along with tender.

(j) The bid submission by an intending tenderer who is already blacklisted in any State/Central Government, State/ Central Government Undertaking, Statutory/ Autonomous bodies constituted under the Central/ State Statute will not be entertained.

(k) The eligibility of a bidder will be ascertained on the basis of the attached documents uploaded using digital signature in support of the minimum criteria and the declaration executed through prescribed affidavit in non-judicial stamp paper (must be upload both sides of Stamp Paper) of appropriate value duly notarised. If any documents submitted by a bidder is either manufacture or false, in such cases, the eligibility of the bidder/tenderer will be out rightly rejected at any stage without any prejudice.

4. Technical proposals will be opened by the authorized representatives electronically from the website stated in Clause 1.i, using their Digital Signature Certificate.
Intending tenderers may remain present, if they so desire.
Cover (Folder) for Statutory Documents should be opened first, if found in order, Cover (Folder) for Non-statutory Documents will be opened. If there is any deficiency in the Documents, the tender will summarily be rejected.
Decrypted (transformed into readable formats) documents of the non-statutory Cover will be downloaded, and handed over to the Tender Evaluation Committee (constituted for evaluation of tenders).
Due to unavoidable circumstances or exigencies, The Tender Inviting Authority may change the time and date of opening the Technical or Financial Bids. Bidders shall have to abide by the said changes.

5. Pursuant to scrutiny and decision of the Tender Evaluation Committee (TEC), the summary list of eligible tenderers with the serial number of work(s) for which their Financial Proposals will be considered will be uploaded in the web portals.
While evaluation, the Committee may summon the tenderers and seek clarification / information or additional documents or original hard copy of any of the documents already submitted and if these cannot be produced within the stipulated time frame, their proposals will be liable for rejection.

6. Date of opening of financial bid will to be intimated in the final summary list.

7. Financial proposals of the tenderers declared technically eligible by the Tender Evaluation Committee will be opened electronically from the web portal stated on the prescribed date.
The encrypted copies will be decrypted and the rates will be read out to the contractors remaining present at that time.
After evaluation of Financial Proposal, by the appropriate Authority of West Bengal Forest Development Corporation, may upload the final summary result containing inter-alia, name of contractors and the rates quoted by them against each work provided Tender evaluation committee is satisfied that the rate obtained is fair and reasonable and there is no scope of further lowering down of rate.

8. For tender with less than 3 (three) bids received, action will be taken in accordance with Finance Department, Audit Branch, Group T, memo no. 2320-F(Y) dated 07/06/2022.
9. In case of a tie bid among the L-1 bidders, procedures to be adopted to award the project shall be guided by the Memorandum of Finance Department of Government of West Bengal vide memo no. 2320-F(Y) dated 07th June 2022.

10. Lowest valid rate should normally be accepted. However, the Tender Accepting Authority does not bind himself to do so and

reserves the right to reject any or all the tenders.

11. The procedure as laid down below shall govern the suspension/debarment of Suppliers/Contractors/Consultants (Contractors for brevity) involved in WBFDC Ltd. procurement for offences or violations committed during competitive bidding andcontract implementation, for the works.

(1) Submission of eligibility requirements containing false information or falsified documents.

(2) Submission of Bids that contain false information or falsified documents, or the concealment of such information in the Bids in order to influence the outcome of eligibility screening or any other stage of the bidding process.

(3) Unauthorized use of one's name/digital signature certificate for the purpose of bidding process.

(4) Any documented unsolicited attempt by a bidder (A Person/Contractor/Agency /Joint Venture/Consortium/Corporation participating in the procurement process and/or a person / Contractor / Agency / Joint Venture / Consortium / Corporation having an agreement/contract for any procurement with the department shallbe referred as Bidder) unduly influencing the outcome of the bidding in his favour.

(5) Refusal or failure to post a self–declaration to the effect of any previous debarment imposed by any other department of State Government and/or Central Government.

(6) All other acts that tend to defeat the purpose of the competitive bidding such as lodging false complain about any Bidder, lodging false complain about any Officer duly authorized by the Department, restraining any interested bidderto participate in the bidding process, etc.

(7) Assignment and subcontracting of the contract or any part thereof without prior written approval of the procuring entity.

(8) Whenever adverse reports related to adverse performance, misbehaviour, direct or indirect involvement in threatening, making false complaints etc. damaging the reputation of the department or any other type complaint considered fit by the competent authority of the department, are received from more than one Officer or on more than one occasion from individual Officer.

(9) Refusal or failure to post the required performance security / earnest money within the prescribed time without justifiable cause.

(10) Failure in deployment of Technical Personnel, Engineers and/or Work Supervisor having requisite license / supervisor certificate of competency as specified in the contract.

(11) Refusal to accept an award after issuance of "Letter of Acceptance" or enter into contract with the Government without justifiable cause.

(12) Failure of the Contractor, due solely to his fault or negligence, to mobilize and start work or performance within the specified period as mentioned in the "Letter of Acceptance", "Letter of Acceptance cum Work Order", "Work Order", "Notice to Proceed", "Award of Contract", etc.

(13) Failure by the Contractor to fully and faithfully comply with its contractual obligations without valid cause, or failure by the Contractor to comply with any written lawful instruction of the Procuring Entity/Authority (the Officer authorized by the WBFDC Ltd. for procurement) or its representative(s) pursuant to the implementation of the Contract.

(14) For the procurement of Consultancy Service/Contracts, poor performance by the Consultant of his services arising from his fault or negligence. Any of the following acts by the Consultant shall be construed as poor performance.

(i) Non deployment of competent technical personnel, competent Engineers and/or work supervisors;

(ii) Non-deployment of committed equipment, facilities, support staff and manpower;

(iii) Defective design resulting in substantial corrective works in design and/or construction;

(iv) Failure to deliver critical outputs due to consultant's fault or negligence;

(v) Specifying materials which are inappropriate and substandard or way above acceptable standards leading to high procurement cost;

(vi) Allowing defective workmanship or works by the Contractor being supervised by the Consultant.

(15) For the procurement of goods, unsatisfactory progress in the delivery of the goods by the manufacturer, supplier, or distributor arising from his fault or negligence and/or unsatisfactory or inferior quality of goods, vis-à-vis as laid down in the contract.

(16) Willful or deliberate abandonment or non-performance of the project or Contract by the Contractor resulting in substantial breach thereof without lawful and/or just cause.

CATEGORY OF OFFENCE:-

(A) First degree of offence: 1 to 16 of the above Clause-16 to be considered as First degree of offence.
(B) Second degree of offence: Any one of the offences as mentioned Clause-10 above, committed by a particular Bidder/Contractor/Supplier on more than one occasion, be considered as Second degree of offence.

In addition to the penalty of suspension/debarment, the bid security / earnest money posted by the concerned Bidder or prospective Bidder shall also be forfeited.

PENALTY FOR OFFENCE:-

(I) For committing First degree of offence: Disqualifying a Bidder from participating in any procurement process under West Bengal Forest Development Corporation Limited up to 2 (two) years.

(II) For committing Second degree of offence: Disqualifying a Bidder from participating in any procurement process under the West Bengal Forest Development Corporation Limited up to 3 (three) years.

Further Tender Dispute Redressal Committee of WBFDCL headed by General Manager (North), WBFDCL and comprising of Financial Advisor and Chief Accounts Officer, WBFDCL, Divisional Manager, Midnapore Forest Corporation Division,

WBFDCL will assess the gravity of offence and will decide any further stringent penalties are required to be imposed on the Bidder or not.

12. Refund of EMD: The EMD of the unsuccessful Tenderer will be refunded as per notification issued by Finance Department, Government of West Bengal, Memo no. 3975-F(Y) dated 28/07/2016.

13.

(a) The Technical Bid shall be publicly opened by the authority receiving tender or by his authorized representative, as per the Date & time Schedule mentioned in NIT.

(b) Prospective Tenderers or their authorized representatives may be present during the opening process.

(c) Financial Bids of only those tenderers who would qualify in the Technical Bid evaluation will be opened.

(d) The intending Tenderers shall clearly understand that whatever may be the outcome of the present Invitation of Tender, no cost of Tendering shall be reimbursable by the WBFDCL. The Tender Inviting Authority reserves the right to reject any tender or all Tenders without assigning any reason whatsoever and is not liable for any cost that might have incurred by any Tenderer at any stage of Tendering.

(e) The acceptance of the tender rests with The Tender Inviting Authority who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all the tenders received without assigning any reason thereof.

(f) The Contractor/Bidder should see the site of works and Tender Documents, Drawings etc. before submitting e-Tender and satisfy himself/herself regarding the condition and nature of works and ascertain difficulties that might be encountered in executing the work, carrying materials to the site of work, availability of drinking water and other human requirements & security etc. Work on river banks may be interrupted due to a number of unforeseen reasons e.g. sudden rises in water levels, inundation during flood, inaccessibility of working site for carriage of materials. Divisional Forest Officer or his authorized representative may order the contractor to suspend work that may be subjected to damage by climate conditions.No claim will be entertained on this account. There may be variation in alignment, height of embankment or depth of cutting, location of revetment, structures etc. due to change of topography, river condition and local requirements etc. between the preparation and execution of the scheme for which the tendered rate and contract will not stand invalid. The Contractor will not be entitled to any claim or extra rate on any of these accounts.

14. The selected Contractor must arrange to procure all materials required for the proper completion of the work (as per the Technical Specifications of the tender document). The TIA will not on any account be responsible for procuring the same.

15. The selected contractor shall apply to The Tender Inviting Authority for seeking permission for utilization of land at the close proximity of the site for arranging required (if any) plant & machineries, store of materials, labour shed, laboratory etc. at his own cost and responsibility. All such temporary shed etc. shall have to dismantled and all debris etc. cleared from site post completion of the work or as directed by The Tender Inviting Authority. Once an order to the effect is issued from The Tender Inviting Authority in this regard, it shall be brought to effect by the contractor without contest.

16. Generally, Bids will be valid for 120 days from the date of opening of the financial bid/proposal. However, extension of bidvalidity may be suitably considered by the Tender Inviting Authority, if required, subject to obtaining a written confirmation of the contractor/bidder(s) to that effect Withdrawal of e-Tender once the bid has been submitted online and after passing of end date for submission which has been accepted for further processing is not allowed. EMD will be forfeited by WBFDC Ltd. and the bidder/contractor penalized in terms of provisions in the notice of the tender (Sl. 10 of ITB).

17. Before issuance of the work order, the Tender Accepting Authority may verify the credential and other documents of the lowest Tenderer if found necessary. After verification, if it is found that such documents submitted by the lowest Tenderer is either manufactured or false in that case, work order will not be issued in favour of the Tenderer under any circumstances and legal action will be taken against him.

18. The Tender Inviting Authority reserves the right to cancel this N.I.T. due to unavoidable circumstancesand no claim in this respect will be entertained.

19. While making any payment to the contractor whose tender has been accepted for work done under the contract, the authority making payment shall deduct such sum which together with the Earnest Money already deposited and converted into security deposit, shall amount to 10% of the value of works executed at the material point of time and paid during the progressive running accounts bills, so that total deduction together with Earnest Money constitute 10% of the tendered value of work actually done. SD will be for one year which may be forfeited for poor quality of work and/(Sl. 10 of ITB).

In case of excess/and supplementary work over the tendered amount, additional security @ of 10% of such additional amount is to be deposited for all such excess/ and supplementary works beyond the tendered amount before payment of final bill.

Compensation of all other sums of money payable by the contractor to the Government under the terms of the contract may be

deducted from the security deposit.

However, even though the earnest money deposited exceeds the prescribed percentage, due to reduction of tendered amount due to any reason whatsoever, such additional earnest money shall be deemed to have been converted into security and further deductions from progressive bills shall be made, taking into consideration the enhanced component of earnest money so converted into security.

Additional Performance Security @ 10% of the tendered amount in the form of Bank Guarantee from a Scheduled Bank, valid up to the date of completion of work, shall be obtained from the successful bidder, if the accepted bid value is 80% or less than the estimated amount put to tender.

If the bidder fails to submit Additional Performance Security within 7 (seven) working days from the date of LoA or the time period as approved by the Tender inviting Authority, his Earnest Money will be forfeited.

If the bidder fails to complete the works successfully, the Additional Performance Security along with Security Deposit lying with the WBFDC Ltd. shall be forfeited at any time during the pendency of contract period as per relevant Clauses of theContract.

Necessary provisions regarding deductions of Security Deposit from the progressive bills of the Contractor as per relevant clauses of the contract will in no way be affected/ altered by this Additional Performance Security.

20. Technical Specification and Quality of Works:
Unless otherwise stipulated, all the works are to be done as mentioned in the estimate.

21. Deduction of Income Tax & other taxes from the Contractors Bill will be made as per existing govt. rules.

22. <u>Removal of Discrepancy:</u>
If any discrepancy arises between two similar clauses on different notification, the clause as stated in later notification will supersede former one in following sequence:-

a. Form of Agreement
b. N.I.T.
c. Technical Specifications
d. General Terms and Conditions
e. Instructions to Bidders

23. No Mobilization Advance and Secured Advance will be allowed.

24. Canvassing in connection with the tender is strictly prohibited.

25. Site of work and necessary drawings may be handed over to the successful Tenderer along with the work order or in a phase wise manner as deemed fit by The Tender Inviting Authority. No claim in this regard will be entertained.

26. The successful Tenderer will have to start the work as per the work order to commence the work.

27. The contractor shall not be entitled for any compensation for any loss suffered by him due to delay arising out for modification of the work, due to non-delivery of the possession of site and / or modification of work etc.

28. Prevailing safety norms has to be followed by the successful Tenderer during execution of the work so that LTI (Loss of time due to injury) is zero.

29. Guiding schedule of works should be followed as per existing norms, patterns, lying in the working division.

30. No tenderer shall be deemed to be fit for consideration unless the tender documents are fully and completely filled in. All information that may be asked from the Tenderer must be unequivocally furnished. The eligibility of a Tenderer will be ascertained on the basis of the documents submitted by a Tenderer in support of eligibility criteria. If any document submitted by a Tenderer is found to be incomplete/incorrect/ manufactured / fabricated or false, his Tender will be out rightly rejected at any stage and legal action will be taken against him.
31. A Tenderer is to quote in figures as well as in words, his rates in the following forms as applicable in his cases against the estimated value put to tender of the tender form (BOQ).
32. In the event of a tender being submitted by a firm, it must be signed by a member or members of the firm having legal authority to do so and if called for, legal documentations in support thereon must be produced for inspection and in the case of a firm carried out by one member or a joint family it must disclose that the firm is duly registered under the Indian Partnership

Act.

33. The Tenderer must sign at the bottom of each page of the tender documents as a proof of acceptance of terms and conditions of the Tender. Overwriting shall not be allowed. All corrections, alternations etc. must be duly signed.

34. It must be clearly understood that the quantities of the various items indicated in the schedule or probable items are approximate only and may be appreciably increased or decreased during actual execution. The contractor shall remain effected by alteration.

35. The successful tenderer shall have to comply with the provision of the Minimum Wages Act, 1948 (d) and the subsequent amendments thereof.

36. Contractor shall engage a technical personnel (Horticulturist) on a full-time basis for supervision of the project on site at his own cost.

37. Work order will be issued subject to availability of fund, administrative approval and financial sanction from the competent authority.

RATES ARE FIRM FOR THE PERIOD OF THE PROJECT. IN CASE ANY ABNORMAL DEVIATION IS OBSERVED DURING THE COURSE THE TENDER ACCEPTING AUTHORITY MAY REFER TO THE APPROPRIATE HIGHER AUTHORITY OF WBFDCL IN DECIDING ON THE RATE REVISIONS (IF NEEDED).

Sd/-
Divisional Manager, Kolkata Forest Corporation Division,
West Bengal Forest Development Corporation Limited

Memo No. 1103/2P-05/26-27 (KFCD) *** Date: 05.11.2026

Copy forwarded for kind information to: -

1) The Principal Chief Conservator of Forests & Head of Forest Force, West Bengal.
2) The Principal Chief Conservator of Forests, Wildlife Wing, West Bengal
3) The Managing Director, West Bengal Forest Development Corpn. Ltd.
4) The General Manager (HQ), West Bengal Forest Development Corpn. Ltd.
5) The Member Secretary, W.B. Zoo Authority.
6) The Director, Alipur Zoo, W.B.
7) The Financial Advisor & Chief Accounts Officer, WBFDCL
8) The Guard File
9) Notice Board

Sd/-
Divisional Manager, Kolkata Forest Corporation Division,
West Bengal Forest Development Corporation Limited

Section – B

FORM-I

APPLICATION

(To be submitted in the original letterhead of The Firm/Company)

To,
Divisional Manager, Kolkata Forest Corporation Division,
West Bengal Forest Development Corporation Limited

Subject: Name of the Work with Tender reference no._____.

Reference: (N.I.T No.)_____

Dear Sir / Madam,
Having examined the Statutory, Non-statutory and NIT documents; I/We hereby submit all the necessary information and relevant documents for evaluation.

The necessary evidence admissible by law in respect of authority assigned to us on behalf of the group of firms for application and for completion of the contract documents is attached herewith.

I/We are interested in bidding for the work mentioned above.

I/We understand that

(a) Tender Inviting Authority and Accepting Authority can amend the scope and value of the contract bid under this project

(b) Tender Inviting Authority and Accepting Authority reserve the right to reject any tender without assigning any reason.

The application is made by me/us on behalf of_____in the capacity of_____duly authorized to submit the tender.

Enclosure:

(1) Technical Proposal (Envelop-1/Folder)
(2) Financial Proposal (Envelop-2/Folder)

Date:_____
Authorized signatory of the firm/company:_____
Title & Capacity of the officer:_____
Name of the Farm with Seal:_____

Section-B

FORM II

(TO BE FILLED UP BY TENDERER)

(To be submitted in the original letterhead of The Firm/Company)

To,
Divisional Manager, Kolkata Forest Corporation Division,
West Bengal Forest Development Corporation Limited

Dear Sir/ Madam,

Ref:-
Tender Reference No. .....

1. I/We refer to the tender notice issued by you for the work of.....in _____ division vide tender reference no._____mentioned above.
2. I/ We have satisfied myself/ ourselves as to the site conditions, examined the drawings and all aspects of tender conditions, subject above, I/ We hereby agree, should this tender be accepted in whole or in part, to:
   (a) abide by and fulfil all the terms and provisions of the said conditions annexed hereto;
   (b) complete the works within .....days.
3. I/ We have deposited the earnest money of Rs._____only which, I/ We note that deposited EMD, will not bear any interest and is liable for forfeiture-
   (i) If our offer is withdrawn within the validity period of acceptance.
   (ii) If the contract is not executed within 7 days from the date of receipt of the letter of acceptance. Or
   (iii) If the work is not commenced within 7 days after issue of work order/ handing over of the site whichever is later.
4. I/ We understand that you are not bound to accept the lowest or any tender you receive.

Yours faithfully,

Signature.....
Designation : .....
Address : .....

Name of Proprietor/Partners/Directors of the Firm/Company:

1)_____.
2)_____.

Section – B

FORM – III

STRUCTURE AND ORGANISATION

(To be submitted in the original letterhead of The Firm/Company)

Name of the applicant (Tenderer):

Office Address:

Telephone No.:

Fax No.: e-mail:

Name and address of Bankers:

Attach an organization chart showing the structure of the firm/company with names of key personnel and technical staff with Bio-data

Date:_____

Authorized signatory of the Firm/Company:_____

Title & Capacity of the officer:_____

Name of the Firm with Seal:_____

Note: Application covers Proprietary Firm, Partnership, Pvt. Ltd. Company or Corporation

Section-B

AFFIDAVIT – Y

(To be furnished in Non-judicial stamp paper of appropriate value duly notarized)

(I) I, the undersigned do certify that all the statements made in the attached documents are true and correct. In case of any information submitted, proved to be false or concealed, the application may be rejected and no objection/claim will be raised by the undersigned.

(II) The undersigned also hereby certifies that neither our Firm/ Company_____nor any of constituent partners had been debarred to participate in tender by State/ Central Government, State /Central Government undertaking, Statutory/ Autonomous bodies constituted under the Central/ State statute in favour of whom credentials are preferred by the undersigned towards eligibility criteria claim; during the last 5 (five) years priorto the date of publication of this N.I.T.

(III) The undersigned would authorize and request any Bank, person, Firm, or Corporation to furnish pertinent information as deemed necessary and/or as requested by The Tender Inviting Authority hereinreferred to as the Tender Inviting & Accepting Authority, to verify this statement.

(IV) The undersigned understands that further qualifying information may be requested and agrees to furnish any such information at the request of the Tender Inviting & Accepting Authority.

(V) Certified that I have applied in the tender in the capacity of individual/as partner of a firm & I have not applied severally for the same job.

(VI) I do not have any litigation in past or present with any Govt./PSU/Semi-Govt. organisation of the State/ Central Government.

(VII) I or any of my constituent partner shall neither have abandoned any work nor any of our contract have been rescinded during the last 5 (five) years from the date of publication of this NIT. Such abandonment or rescission will be considered as disqualification towards eligibility

Date:_____

Authorized signatory of the Firm/Company:_____
Title & Capacity of the officer:_____
Name of the Firm with Seal:_____

Annexure – I

SPECIMEN FORMAT FOR THE BANK GUARNATEE FOR ADDITIOANAL PERFORMANCE SECURITY DEPOSIT

(*To be submitted if the bid price quoted by the bidder is below 20% of the estimated cost put to tender otherwise the tender will be treated as invalid and rejected)

To,

WHEREAS (name and address of Contractor) (hereafter called "the Contractor") has undertaken, in pursuance of Contract No: dated to execute (name of Contract and brief description of Works) (hereinafter called "the Contractor").AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a Scheduled commercial bank for the sum specified therein for '**ADDITIONALPERFORMANCE SECURITY DEPOSIT**' for compliance with his obligation in accordance with the Contract:

AND WHEREAS we (Indicate the name of the bank and branch) have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we ; (Indicate the name of bank and branch) hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, upto a total of Rs.(Amount of guarantee) (in words). We undertake to pay you, upon your first written demand and without cavil or argument, a sum within the limits of (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We (Indicate the name of the bank and branch) hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We (Indicate the name of the bank and branch) further agree to pay to you any money so demanded not withstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present 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) shall have no claim against us for making such payment.

We (Indicate the name of the bank and branch) further agree that no change or addition to or other modification of the terms of the Contract or of the works to be performed there under or of any of the contract documents which may be made between you and the contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or
modification.

We (Indicate the name of the bank and branch) lastly undertake not to revoke this guarantee except with the previous consent of you in writing. This guarantee shall be valid upto ----------. It come into force with immediate effect and shall remain in force and valid for a period upto the time of completion of the work under the stated contract plus claim period of six months for the Bank Guarantee. Notwithstanding, anything mentioned above, our liability against this guarantee is restricted to Rs (Rs.) and unless a claim in writing is lodged with us within the validity period, i.e upto…….of this guarantee all our liabilities under this guarantee shall cease to exist.

Signed and sealed this day

SIGNED, SEALED AND DELIVERED

For and on behalf of the BANK by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee. The address, telephone number and other details of the Head Office of the Bank as well as of the issuing Branch (within West Bengal only to be accepted) should be mentioned on the covering letter of issuing Branch.

GENERAL TERMS & CONDITIONS OF CONTRACT

1. In constructing these conditions, the specifications, the schedule of quantities, tender and Agreement, the following words shallhave the meaning herein assigned to them except where the subject of context otherwise requires:

I) The term AUTHORITY/TIA shall mean The Tender Inviting Authority, and include its successor and assigns or the Officers authorized to deal with any matters which those presents are concerned on its behalf.

II) The term REPRESENTATIVE shall mean Authorized Official of The Tender Inviting Authority.

III) CONTRACTOR shall mean the firm or company or person whose tender has been accepted by the TIA and includes his (their) heirs, legal representative assigns and successors.

IV) SITE shall mean the site of the contract work including any erections thereof and any other land adjoining thereto (inclusively as aforesaid allotted by the TIA for the contractor's use).

V) This CONTRACT shall mean Articles of Agreement, these conditions, the schedule of quantities, the general instructions to the Contractor, the specifications, the drawings / maps and correspondences by which the contract is added, amended, valued of modified in any way by mutual consent.

(VIII) ACT OF INSOLVENCY shall mean any act of insolvency as desired by the Presidency Towns Insolvency Act or the Provincial Insolvency Act or any amending statutes.

(IX) THE WORKS shall mean the work or works to be executed or done under this contract.

(X) The DRAWINGS / MAPS shall mean the drawing/map or drawings/maps mentioned in NIT and any modifications of them approved by the TIA or any further Working drawings/maps or sketches by the TIA or any further working drawings/maps or sketches which may be furnished or approved in writing by the TIA.

(XI) The SPECIFICATION shall include the plantation specification and general specifications forming part of this contract.

(XII) The SCHEDULE OF QUANTITIES, BILL OF QUANTITIES shall mean the Schedule or Quantities as specified and forming part of contract.

(XIII) The PRICED SCHEDULE OR QUANTITIES shall mean the schedule duly priced.

(XIV) NOTICE IN WRITING or WRITTEN NOTICE shall mean a notice in writing typed or printed characters sent (unless delivered personally) or otherwise proved to have been received by Registered Post to the last known private or business address as registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered. If the TIA feels that the contractor (who has signed the agreement) should himself come & personally meet to the TIA for necessary discussion in connection with the work; he must contact personally. In case the contractor (not his authorized person) does not meet personally and intentionally avoids or do not reply the letter, the matter will fall under the breach of the contract. The work progress should be in the proportionate of the time frame set forth for the completion of the works.

(XV) The term APPROVED, DIRECTED or SELECTED mean the approval direction or selection of the TIA and where ever the words ALLOW, INCLUDE, and PROVIDE occurs the cost of the items is as the risk of the contractor. COMPLETION shall mean that the plantation in the opinion of the Tender Inviting Authority; completed in all respect.

(XVI) WORDS imputing persons include Firms and Corporation, words imputing the singular only also the plural and vice/versa where the context so requires.

2. Scope of work/supply includes furnishing all materials, labour, tools, machinery and equipment and management necessary for and incidental to the completion of the work. Mechanisation as approved by the TIA is preferred. All work during its progress and upon completion shall conform to lines as shown on the drawing/map furnished by the TIA. Should any details essential for efficient completion of the work be omitted from the drawings/maps and specifications it shall be the responsibility of the Contractor to inform the TIA and to furnish and install such details with their concurrence, so that upon completion of the proposed work the same will be acceptable and ready for use. The Tenderers are to note that the scope of work as mentioned may be reduced to any extent which is absolutely at the discretion of the TIA. This reduction of the extent of work should not be a criterion for extra claim in respect of materials stored, establishment and cost incurred or any other losses occurring out of these causes. The Contractor shall carry out and complete the works in every respect in accordance with this contract and in accordance with the directions and to the satisfaction of TIA who shall be the final

authority. The TIA may in their absolute discretion issue further area drawings/maps and /or written instructions, details, direction and explanations which are hereafter collectively referred to as the TIA's instructions in regard to:

a) The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.

b) Any discrepancy in the drawings/maps or between the schedule of Quantities and /or Drawings/Maps and/or Specifications.

c) The removal from the site of any materials brought thereon by the Contractor and the substitution of any other materials thereof.

d) The demolition, removal and/or re-execution of any work executed by the Contractor.

e) The dismissal from the work of any person employed thereupon.

f) The opening up for inspection of any work covered up.

g) The rectification and making goods of any defects under Clause hereinafter and those arising during the maintenance period (retention period).

The Contractor shall forthwith comply with and duly execute any work comprised in such TIA's instructions provided always that verbal instructions, directions and explanations given to the Contractor or his representative upon the works by the TIA shall, if involving a variation, be confirmed in writing by the contractor within seven days. No work, for which rates are not specifically mentioned in the priced schedule of quantities, shall be taken up without written permission of the TIA. Rates of items not mentioned in the Priced Schedule of Quantities shall be fixed by the TIA, as provided in Clause VARIATION. If complete with the TIA's instructions as aforesaid involves work and/or loss beyond that contemplated by the Contract then, unless the same were issued owing to some breach of this contract by The Contractor, the TIA shall pay to the Contractor the price of the said work an extra to be valued as hereinafter provided and /or loss.

3. The Contractor may when authorized and shall when directed, in writing by the TIA or one or more representative of TIA whom the TIA may for that purpose appoint, shall be bound to add or omit from or vary the works shown uponthe Drawings/Maps or described in specification or included in the Schedule of Quantities but the Contractor shall make no addition, omission or variation without such authorization or direction. A verbal authority or direction by the TIA, if confirmed by the Contractor in writing within seven days, be deemed to have been given in writing.

No claim for an extra shall be allowed unless it shall have been executed by the Contractor on specific direction on the Authority of TIA as herein mentioned any variation i.e. additions, omissions or substitutions shall vitiate the Contract. The TIA may order to plant one species instead of another species (mentioned in specification), wherever necessary, the contractor will be bound to do such work(s) on same schedule rates. If the TIA feels that the whole or part of works of anyitem of estimate is to be done departmentally, or nature of work is changed such conditions shall be acceptable for the contractor. The rates of items not included in the Schedule or Quantities shall be settled by the TIA in accordance with the following rules:

(a) For the rates for the additional, altered or substituted work for items mentioned in the tender, the tender at quoted rates will be applicable.

(b) For the rates for the additional, altered or substituted work for items not mentioned in the tender, the Contractor shall, within 7days of the date of receipt of the order to carry out the work, inform the TIA of the rates which it is his intention to charge for such class of work, supported by required documents, vouchers etc. and analysis of rates claimed and the TIA shall determine the rates on the basis of the prevalent market rates and certify for the payment accordingly. The analysis shall be prepared on the basis of actual cost of materials and labour plus 10 (ten) per-cent to cover overhead supervision and profit etc. However, the TIA, by notice in writing, will be at liberty to cancel their order to carry out suchwork and arrange to carry out as they may consider advisable. But under no circumstances, the Contractor shall suspend the work on the plea of non-settlement of the rates of item falling under this clause.

(c) Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work price as the net rates stated in the Tender or the schedule of quantities, if not so stated, then in accordance with local day work rates and wages for the district provided that in either case vouchers specifying the daily time(and if required by the TIA the workman's names) and materials used be delivered for verification to the TIA at or before the end of the work following that in which the work has been executed.

(d) As regards determination of the rates, the decision of the TIA shall be accepted as final. No supplementary items shallbe taken up for execution except with prior written approval of the TIA. The TIA is not bound to recognize the cost of materials furnished in vouchers and in case the market value of such materials, found to be lower than the depicted in the vouchers the TIA at their discretion will fix the price of such materials based upon market value. The contractor may be asked to produce original bills and /or Cash Memos in respect of purchases of such materials from market. Bills and Cash

Memos in this regard shall not be entertained unless purchases are affected from registered regular merchants engaged in the trade of such items.

4. No deviation from the contract will on any account be allowed unless an order in writing is obtained from the TIA.

5. The contractor shall inspect the work site where the work under this contract are to be carried out, and note carefully the area restrictions and obtain for themselves at their own responsibility all the information which may be necessary for the purpose of the successful execution of the contracted work. They must also make themselves conversion with all the local conditions, means of access to the site of work, transport facilities and character of the work, the supply of materials, conditions affecting labour and other matter that may affect their tender. TIA does not undertake any responsibility, to obtain any concessions,permission from the owner of the adjoining plot or from other party in respect of any allowance, access, encroachments etc. whether for the facility of the works or otherwise. No claim therefore will be entertained should be Contractors have failed to comply with this condition. All equipment required to be maintained are to be kept free from damages due to operation connection with the work. The site shall be made available to the Contractors in the present condition. Site organization within this site boundary shall be the responsibility of the Contractors.

6. Persons tendering shall visit the site and make themselves thoroughly acquainted with the Nature and requirements of the case, facilities of transport, conditions affecting labour and materials and removal of rubbish, cost of carriage freight and other charges and shall allow for in their tenders for any special difficulty in carrying out the work.

7. The Contractor shall provide everything necessary (all inclusive and fixed rates for the proper execution of the work according to the intent and meaning of the drawings/maps, schedule of probable items with approximate quantities, specifications taken together whether the same may or may not be particularly shown or described there in provided that the same can reasonably be inferred therefore and if the Contractor finds any discrepancy therein, he will immediately refer the case in writing to the TIA whose decision shall be final and binding on the parties. Figures dimensions shall be followed in; preference to scale.The TIA shall on no account be responsible for the expense incurred by the Contractor for hired ground or water obtainedfrom elsewhere. The quantities given in the schedule of quantities are only indicative being based on preliminary design and are liable to modification in the final design. The schedule of items and quantities include so far as can at present be determined, every materials which the Contractor is likely to be called upon to perform or supply. The rate quoted against individual item will be inclusive of everything necessary to complete the said items of the work within the contemplation of thecontract and beyond the unit prices no extra payment will be allowed for individual or contingent work, labour and /or materials inclusive of all taxes and duties whatsoever except for specific items, if any, stipulated in the tender documents. The Contractor shall supply, fix and maintain at his own cost during the execution of any work necessary for alignment watching required not only for the proper execution and protection of the said work, but also for the protection of adjacent trees or plants and the safety of any adjacent roads, houses etc. The Contractor, shall at all times give access to staffs employed by the TIA or any man deployed on the plantation site/adjacent forest areas and to allow such deployed staffs with proper identity for watch & patrolling duty or any other entrusted job.

8. The Contractor from the time of being placed in possession of the site must include for watching and protecting the work, the site and surrounding property during their working hour. The Contractor shall indemnify the TIA against any possible damage to the adjoining forest areas, trees, roads, or wild animals during execution of the work.

9. The TIAs/His Authorised Representatives shall at all times have free access to the work site/and or other places where materials are being prepared for the contract and also to any place the materials are lying or from who they are being obtained and the Contractor shall give every facility to the all of them and their representatives necessary for inspection and examinationand test of the materials and workmanship. Except the representatives of Public Authorities no person shall be allowed on the work at any time without the written permission of the TIA. If any work is to be done at a place other than the site of the work, the Contractor shall obtain the written permission of the TIA for doing so.

10. All the works specified and provided for in the specification or which may be required to be done in order to perform and complete and part thereof shall be executed in the best and most workmanlike manner with materials to the best and approved quality of the respective kinds in accordance with the particulars contained in and implied by the specification and as represented by the drawings/maps or according to such other additional particulars and instructions as may from time to timebe given by the TIA during the execution of the work and to their entire satisfaction.

11. The TIA shall during the progress of the work have power to order in writing from time to time for the removal of Improper work within such reasonable time as may be specified in the order of any materials or system of planting which in theopinion of the TIA are not in accordance with the specifications or their instructions, and the Contractor shall forthwith carry out such an order. The TIA shall have the power to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental there to as certified by the TIA shall be borne by the Contractor or may be deducted by the TIA from any money due or that may become due to the Contractor. No certificates which may be given by the TIA in these respects shall relieve the Contractor from his liability in respect of unsound work of unskilled workers.

12. The Contractor shall keep for the full time qualified engineers/ and skilled supervisors defined in the ITBA and approved by theTIA, assisted with adequate staff constantly on the work, who will be responsible for the carrying out of the work to the true meaning of the specifications and schedule and quantities and instructions and directions given to him by the TIA. Any directions or instructions given to him in writing shall be held to have been to the Contractor officially.

The TIA/Authorized representative will have at all times access to the work site for inspection and examination of the work and materials proposed to be used. Authorised representatives of the Contractor shall have power of Attorney for receiving materials, cheque, signing measurement book etc. Any Supervisor, foreman, labour or other persons employed on thework by the contractor who fails or refuses to perform the work in the manner specified herein shall be discharged immediatelyand such person shall not again be employed on the work. When required in writing by the TIA the Contractor shall discharge any person(s) who is in their opinion incompetent, disorderly or otherwise unsatisfactory. Such Discharge shall notbe the basis of any claim for compensation or damages against the TIA or any of its officers or employees.

The Contractor shall employ local laborers, preferably trained/experience of adjoining forest areas and members of adjoining JFMC (Joint Forest Protection Committee), JOB card holders if they want to carry out plantation/maintenance/gardening works in that particular planting site. No labour shall be employed on the work who is below the age of eighteen years and who is not an Indian National. If female labour is engaged the Contractor shall make necessary provision for safeguarding small children and keeping them clear of the site of operations. The Contractor shall at his own expenses provide or arrange for provision of foot-wear for any labour doing the any specific work. Any labourer supplied by the Contractor to be engaged on the work on daily work basis either wholly or partly under the direct order or control of the TIA or their representative shall be deemed to be a person employed by the Contractor. The Contractor shall comply with the provisions of all labour legislation including the requirements of payment of wages Act. 1936, minimum wages Act, 1948 and Workman's Compensation Act the rules framed there under and modifications thereof in respect of men employed by him in carrying out the contract.

The Contractors shall keep the TIA saved, harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the TIA in connection with any claim that may be made by any workman. The Contractor shall arrange to provide first aid treatment to the labourers engaged on the works. He shall within 24 hours of the occurrence of any accident at or about the site or in connection with execution of the works, report such accident to the TIA and also to the competent authority where such report is required by law.

13. Working hours for workers shall be guided by the guideline of Labour Commissioner of West Bengal and its time to time amendments.

14. The Contractor shall make suitable arrangement for supply of water for the work. The Contractor shall have to make their own arrangement for carrying water at the work site.

15. All rubbish and superfluous materials either from Contractor's own work or from works of other agencies shall be removed from the plantation site on completion to the satisfaction of the TIA.

16. The Contractor shall not without the written consent and approval of the TIA assign the agreement or sublet any portion of the work.

17. The successful Tenderer shall have to enter into an agreement with the TIA. Stamp duty and all other costs connected with execution of such agreement shall be borne by the successful Tenderers.

18. If the contractor or his workmen or servants or authorized representatives shall break, deface, injure, or destroy any part of building, in which they may be working, or any building, road, road-curbs, fence, enclosure, water pipes, cables, drains, electric or telephone posts or wires, trees, grass or grassland or cultivated ground contiguous to the premises, on which the work or any part of it is being executed, or if any damage shall happen to the work from any cause whatsoever or any imperfection become apparent in it at any time whether during its execution or within a period of one year hereinafter referred to as the Defect Liability Period, from the actual date of completion of work as per completion certificate issued by The Tender Inviting Authority the contractor shall make the same good at his own expense, or in default, The Tender Inviting Authority may cause the same to be made good by other workmen and deduct the expense (of which the certificate of The Tender Inviting Authority shall be final and binding on all concerned) from any sums, whether under this contract or otherwise, that may be then, or at any time thereafter become due to the contractor from the WBFDC Ltd. or from his security deposit, either full, orof a sufficient portion thereof and if the cost, in the opinion of The Tender Inviting Authority (which opinion shall be final and conclusive against the contractor), of making such damage or imperfection good shall exceed the amount of such security deposit and/or such sums, itshall be lawful for the WBFDC Ltd. to recover the excess cost from the contractor in accordance with the procedure prescribed by any law for the time being in force.

19. Unless otherwise mentioned in the schedule of quantities the measurement will be net quantities of the work produced in accordance with the up-to-date rules laid down by the Indian Standard Institution. In the event of any disputes with regard to the measurement of work executed the decision of the TIA shall be final and binding.

20. Payment terms will be decided at the time of signing agreement.

While making any payment to the Contractor, initially only 80% of approved bill amount will be paid. The contractor shall have to make full payment of applied GST on approved bill amount and the contractor shall have to submit the GSTR-1 and GSTR-3B against paid GST. Once WBFDCL is able to take input tax credit in GSTR-2B the contractor will get balance 20% of approved bill amount. If the contractor fails to deposit the GST amount of approved bill / doesn"t submit GSTR-1 and GSTR-3B, withheld 20% of approved bill amount shall stand forfeited to WBFDCL.

21. Within 10 (Ten) days of completion of work, the contractor shall give notice of such completion to The Tender Inviting Authority and within 14 (Fourteen) days of receipt of such notice, The Tender Inviting Authority shall inspect the work, and if there is no defect in the work, he/she shall furnishto the contractor a final certificate of completion. Otherwise, a provisional certificate of physical completion indicating defects

(a) to be rectified by the Contractor and/or (b) for which payment will be made at reduced rates, shall be issued. Such reduced rate is to be imposed with the approval of General Manager(HQ), WBFDC Ltd. Final Payment willbe subject to availability of fund, administrative approval and financial sanction from the competent authority.

22. Should the Contractor desire to substitute any materials and workmanship, he must obtain the approval of the TIA, in writing for any such substitution well in advance. Materials designated in this specification indefinitely by such terms and„Equal‟ or other Approved etc. shall be considered as coming under the provisions of this clause as substitutions and no suchmaterials shall be used until specific approved by the TIA has been obtained in writing.

23. The time allowed for carrying out the work as entered in the tender shall 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 throughout the stipulated period of the contract be proceeded with all due diligence. Time being deemed to be the essence of the contract on the part of the contractor, the contractor shall be bound in all cases, to achieve the „Milestones‟ as defined and specified in the NIT into various „Identifiable and quantifiable work related stages‟ pertaining to the work. In the event of the contractor failing to comply with any of the conditions related to achieving the „Milestones‟ within the specified time period prescribed for such„Milestone‟ plus one month, he/she shall be liable to pay compensation. If the contractor fails to commence and/or maintain required progress viz. Milestones defined in the Notice Inviting Tender over the total time allotted for its full completion and in terms of NIT or fails to complete the work and clear the site on or before the end of contract period or extended date of completion, he/she shall, without prejudice to any other right or remedy available under the law on account of such breach, pay as agreed compensation to the implementing Department. This will alsoapply to items or group of items for which a separate period of completion has been specified.

Compensation for delay of work: @ 2% (Two percent) of the tendered value of work arrived for each month of delay to be computed on per day basis subject to the ceiling limit of security deposit already withheld or due to be withheld during imposition of the said clause and minimum payable compensation equivalent to the Earnest Money deposited (EMD).

Provided always, that the total amount of compensation for delay, to be paid under this clause shall not exceed 10% of the tendered value of work or the tendered value of the item or group of items of the work, for which a separate period of completion is originally given. The amount of compensation may be adjusted or set-off against any sum payable to the contractor under this contract, if the contractor catches up with the progress of work subsequently, part or full of the desired progress as per the contract in accordance with the decision of the Tender Accepting Authority, under powers delegated by Government to be communicated by the TIA, the withheld amount shall be released. However, no interest, whatsoever, shall be payable on such withheld amount.

24. The rates quoted by the Contractor shall be firm throughout the tenure of the contract (including extension of time, if any granted) and will not be subject to any fluctuation due to increase in cost of materials, labour, **GST** etc.

25. The Contractor shall be responsible for all injury to persons/labourers, animals or things, and for all damage to the plantation/or adjacent forest property which may arise from the operations or neglect of himself or of any sub-contractor or of any of his sub-contractor's employees, whether such injury or damage arises from carelessness, accident or any other cause whatever in any way connected with the carrying out of his contract. This causes shall be held to include, internals, any damage to plantation, whether immediately adjacent or otherwise and any damage to roads, footpaths, bridges or ways forming the subjectof this contract by frost, rain, wind or other inclemency of the weather. The contractor shall indemnify the TIA and held them harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage underany acts of Government or other wise and also in respect of any award or compensation or the Contractor shall restore and repair all damage of every sort mentioned in this clause so as to deliver up to the whole of contract works complete and perfect in every respect so as to make good or otherwise satisfy all claims for damage to the property of the third parties. The contractor shall indemnify the TIA against all claims which may made against the TIA by any member of the publicor other third party in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense arrange to effect and maintain, until the completion of the contractor with any approved Insurance Company, a policy of insurance in the joint policy or policies with the TIA from time to time during the currency of this contract, and shall duly and punctually pay the premium payable thereof and if so required produce receipts for such payments, for the inspection of the TIA. The Contractor shall also indemnify the TIA against all claims which may be made upon the TIA, whether under the workman's Compensation Act or any other Stature in force during the currency of this contract or common law in respect of any injury to any of the contractor's or /and sub-contractor workmen or labour and shall at his own expense effect and maintain until the completion of the contract, with the approved Insurance Company a policy of Insurance in the joint names of the TIA and the Contractor against sub-risks and deposit such policy or policies with the TIA from time to time during the currency of this contract. The Contractor shall be responsible for anything which may be excludedfrom the Insurance Policies above referred to and also for all other damage to any property arising out of an incidental to the negligent or defective carrying out of this contract. The Contractor shall also indemnify the TIA in respect of any costs, charges or expenses

arising out of any claims or proceeding and also in respect of any award of compensation of damages arising therefore the TIA shall be at liberty and have the power to deduct the amount of any damages, compensation costs, charges and expenses arising or to become due or to become due to the Contractor. The Contractor shall on signing the contract, issue the works and keep them insured (the works and keep them insured) until the Completion of the contract against loss or damage by the fire and /or earthquake with any approved Insurance Company in the joint name of the TIA and the Contractor for the full amount of the contract and for any further sum if called upon to be so by the TIA the premium of such further sum being allowed to the Contractor as an authorized extra. Such policy shall cover the property of the Contractor or of any sub-contractor or Employees. The Contractor shall deposit the policy and receipts for the premium with the TIAwithin 21 days from the date of signing the contract unless otherwise instructed by the TIA. In default of the Contractor insuring as provide above, the TIA on his behalf may so insure and may deduct the premium paid from any money due orwhich may become due to the Contractor. The Contractor shall as soon as the claim under the policy is settled or the work reinstated by the Insurance Company should they elect to do so, proceed with all due diligence with the completion of the workin the same manner as through the fire had not occurred and in all respect under the same conditions of contract. The contract shall in case of rebuilding or reinstatement after fire shall be entitled to such extension of time for completion as the TIA may deem fit.

26. If the contractor (being an individual or a firm) commit any act of insolvency or shall be adjusted as an insolvent or shall make an assignment or composition of the greater part in number or amount of his creditors or shall enter into a deed of assignment with his creditors, or (being incorporated company), shall have an order made against him or pass an affective resolution for winding up either compulsorily or subject to the supervision of the court or voluntarily, or if the official assignee of the contractor shall repudiate the contract, or if the official assignee or the liquidator in any such winding up shall be unable within 7 (Seven) days after notice to him requiring him to do so, to show to the responsible satisfaction of the TIA that he is able to carry out and fulfil the contract and if required by the TIA to give security or if the contractor (whether in individual form or incorporated company) shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractor or if the contractors shall assign or sublet the contract without the consent in writing of the TIA first obtained if the contractor shall change or encumber this contract or any payment due to which may become due to the contractor their under or if the TIA shall certify in writing of that in his opinion the contractor :

a) has abandoned the contract, or

b) has failed to commence the work, or has without any lawful excuse under these conditions suspended the progress of the work for 14 days after receiving from the TIA written noticeto proceed, or

c) has failed to proceed with the work such due diligence and failed to make such due progress as would enable the work to be completed within the time agreed upon, after receiving from TIA to employ more men, or,

d) has failed to remove materials from site or to pull down and retained work within 7 days after receiving from the TIA as written notice that the said materials or work were condemned or rejected by the TIA under those conditions, or,

e) has neglected or failed persistently to observe and perform all or any of the acts, matter or things by this contract to be observed and performed by the Contractor for 7 days after written notice shall have been given to the contract requiring the Contractor to observe or perform the same, or

f) has to the detriment of good workmanship or define of the TIAs instruction to the contrary sub-let any part of the contract.

Then and in any of the said causes the TIA not withstanding any previous order after giving 7 (Seven) days notice in writing to the contractors, determine the contract, but without thereby affecting the powers of the TIA of the obligations and liabilities of the contractor, the whole of which shall continue to be in force as fully as if the contractor has not been so determine and as if the works subsequently executed has been executed by or on behalf of the contractor and further the TIA, his agents or representative may enter upon and take possession of the works and all plants, tools, shades, machineryand other power tools, utensils and materials, lying upon the premises or the adjoining land or roads and use the same as his own property or may employee the by means of his own representative and workman in carrying on and completing the work or by employing any other contractors or other persons or person to complete the work, and the contractor shall not in any way

interrupt, or do any matter or thing to prevent or hinder such other contractor or other person or persons employed for completing and finishing or using the materials and plant for the work when the works shall be completed or as soon thereafter as convenient, the TIA shall give a notice in writing to the contractor to remove his surplus materials and plant and shouldthe contractor failed to do so within a period of 14 (Fourteen) days after receipt thereof by him the TIA may sell the same by public auction and shall give credit to the contractor or for the amount so realised.

The TIA shall thereafter ascertain and certify in writing under his hand that (if anything) shall be due or payable to or by the TIA, for the value of the said plant and materials so taken possession of by the TIA and the expense or losswhich the TIA shall have been put to in getting the work to be so completed and amount if any owing to the contractor and the amount which shall be certified shall there upon be paid by the TIA as the case may be and the certificate shall there upon be paid by the TIA, as the case may be and the certificate of the TIA shall be final and conclusivebetween the parties.

27. Except where otherwise provided in the Contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instruction herein before mentioned and as to the quality of workmanship or materials used on the work, or as to any other question, claim, rights, matter, or things whatsoever, in any way arising out of or relating to the contract, design, drawings, specifications estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure or execute the same, whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Managing Director, West Bengal Forest Development Corporation Ltd.

Sd/-
Divisional Manager, Kolkata Forest Corporation Division,
West Bengal Forest Development Corporation Limited