



**Office of the Ex-Officio Divisional Manager, West Bengal Forest Development Corp.Ltd.
and Divisional Forest Officer, Howrah Division**

E-Tender for disposal of standing trees 766 nos. regarding Construction of six-lane elevated Kona Expressway from Km. 0.145 to Km. 7.337 of NH-117 under Divisional Forest Officer, Howrah Division.

NIT No.: 01/Kona Express- NH-117/28-2/1/WBFDCL/24-25 (3rd Call)



**Office of the Ex-Officio Divisional Manager
West Bengal Forest Development Corp. Ltd. & Divisional
Forest Officer, Howrah Division Dalmia Park, Stadium Complex,
Howrah-711101 Phone-2641-1772, e-mail: dfowhrah@gmail.com**

Memo No. 2852 /28-2/1-NHAI/24

Date: 21.08.2024

Notice Inviting Tender No.: 01/Kona Express/28-2/1/WBFDCL/24-25(3rd Call)

E-Tender for disposal of standing trees 766 nos. regarding Construction of six-lane elevated Kona Expressway from Km. 0.145 to Km. 7.337 of NH-117 under Divisional Forest Officer, Howrah Division.

The Ex-Officio Divisional Manager, West Bengal Forest Development Corp. Ltd. and Divisional Forest Officer, Howrah Division invites e-tender 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://wbtenders.gov.in> only]

Felling Site: Construction of six-lane elevated Kona Expressway from Km. 0.145 to Km. 7.337 of NH-117 at Howrah Urban S.F. Range under Howrah Division.

Sl. No.	Item of Work	Base Price put to Tender (Rs)	Amount of Earnest money Deposit to be deposited (Rs)	Cost of tender documents (Tender Fees in Rs)	Period of Completion of Work
1	Disposal of standing trees 766 nos. regarding Construction of six-lane elevated Kona Expressway from Km. 0.145 to Km. 7.337 of NH-117 under DFO, Howrah Division.	8,00,000.00	16,000.00 (2% of the base price)	NIL	45 days from the date of issue of Work Order

Ex-Officio Divisional Manager, West Bengal Forest Development Corp. Ltd. and Divisional Forest Officer, Howrah Division reserves the right to cancel any subsequent work without assigning any reason thereof. Work order may be issued for the whole work/ for part of the work to H₁ bidder as deemed fit by the employer.

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

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

- 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)	23.08.2024 at 10:00 AM
2	Documents download start date (Online)	23.08.2024 at 10:00 AM
3	Documents download end date (Online)	31.08.2024 at 05:00 PM
4	Bid submission start date (Online)	23.08.2024 at 10:00 AM
5	Bid submission closing date (Online)	31.08.2024 at 05:00 PM
6	Bid opening date for Technical Proposal (Online)	02.09.2024 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**

Instructions/Guidelines for tenderers for electronic submission of the tender son line have been shown in Web site <https://wbtenders.gov.in>

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.

Digital Signature Certificate(DSC)

Each contractor is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders.

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.

Intending bidder may participation in one, more than one or in all 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:**

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.

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) containing

- i. NOTICE INVITING TENDER (NIT)(to be submitted in “NIT” Folder).
- ii. Section B (Form I, Form II, Form III, Form-IV and AFFIDAVIT–Y)(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 “GTANDCC” 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 (Non-Statutory Cover)

Sl. No.	Category Name	Sub-Category Description	Document Name
A	CERTIFICATES	CERTIFICATES	(For details see Clause 3 of ITB & relevant clauses of NIT)
			1 Up to date Professional Tax deposit receipt challan
			2 Updated GST Registration Certificate.
			3 I.T.R. Acknowledgement Receipt (last3years)
			4 I.T.PAN Card
			5 Voter ID Card/Aadhar Card (for individual)
			6 Enlistment Certificate/ Trade License for forestry or allied works
7 All up-to-date documents regarding taxes and charges as applicable			
B	COMPANY DETAILS	COMPANY DETAILS	1 Proprietorship Firm-Trade License.
			2 Partnership Firm-Registered Partnership Deed, Registered Power of Attorney, Trade license.
			3 Pvt. Ltd. Company-Registration Certificate under Company's Act, MOA & AOA, Registered Power Of Attorney, Trade license.
			4 Registered Un-employed Engineer sand Labour Co-Operative Societies Limited.
C	CREDENTIAL	CREDENTIAL	1 Similar nature of work
D	EQUIPMENTS	PLANTS & MACHINERIES	1 Authenticated copy of invoice, challan and way bill (Machinery/Tools/Equipment)
E	FINANCIAL (INFO)	Turnover	1 Last Three years Audited Balance Sheet
		PAYMENT CERTIFICATE	2 Only Payment Certificate of work issued by the Concerned authority and not the TDS certificate
F	UNDERTAKINGS		a. Upload undertaking under Clause 3(d) b. Upload undertaking under Clause 3(g) c. Upload undertaking under Clause 3(p)

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 rate excess or at par in Rupees(both in numbers and words) in the space marked for quoting rate in the BOQ.
- ii) Rate quoted below the reserve price will not be accepted
- iii) Only downloaded copy of the B.O.Q. are to be uploaded quoting the rate, virus canned & digitally signed by the contractor.

3. Eligibility Criteria for participation in tender:

(a) The bidder should have all necessary permission, registration and license as applicable. The bidder should have valid PAN, GSTIN Registration.

(b) All categories of prospective Tenderers shall have to submit valid and up to date Professional Tax receipt challan, GST registration certificate, and Income Tax Return Acknowledgement receipt for last 3 years, PAN card issued by Income Tax Department, Voter ID card, Aadhar Card and Trade license for similar nature of work in respect of the prospective tenderer.

- (c) Where an individual person holds a 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 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. (Non-statutory Documents).
- (d) 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). [Non-statutory Documents]
- (e) The partnership firm shall furnish the Registered Partnership Deed and the Company shall furnish the Memorandum of Association (MOA) and Article of Association (AOA.) [Non-statutory Documents]
- (f) Registered Un-employed Engineers "Co-operative Societies/Labour Co-operative Societies are required to furnish the following documents: - [Non-statutory Documents]
- 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 of submission of the same to the concerned Authorities, duly attested.
- (g) 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.
- (h) Consortium and Joint Ventures are not allowed.
- (i) 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.
- (j) Conditional/Incomplete Tender will not be accepted under any circumstances.
- (k) Intending tenderer should produce credential of similar nature of work
- (l) 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 Evaluating Committee finds that there are any wrong details, mis-representation or false declarations given by the Tenderer / Bidder, the Tender Evaluating Committee shall have the right to disqualify and / or black list the firm and take other action as deemed necessary.
- (m) Tenderers has to produce duly self-attested supporting documents/certificate from the employer/client with whom they have worked. Audited Balance Sheet duly certified by the Chartered Accountant and valid payment certificate issued by the Govt. Organisation/PSU/Semi Govt. Organisation along with the application (online).
- (n) Agencies are required to give a detail work program in the form of a chart/work flow chart along with tender.
- (o) The bid submission by an intending tenderer who is already black listed in any State/Central Government, State/Central Government Undertaking, Statutory/ Autonomous bodies constituted under the Central/ State Statute will not be entertained.
- (p) All the participants have to upload undertaking that they do not have any litigation that past or present with any Govt./PSU/Semi-Govt. Organisation of the State.
- (q) 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 notarized. 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. Opening of Technical Proposal:-

Technical proposals will be opened by the authorized representatives electronically from the website stated in Clause 2.1, 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).

5. Uploading of summary list of technically qualified tenderers:

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. Final publication of summary list of technically qualified tenderers:

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

7. Opening and Evaluation of Financial Proposal:

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 contract or remaining present at that time.

After evaluation of Financial Proposal, by the appropriate Authority of Ex-Officio Divisional Manager, WBFDC & DFO/Howrah Division, 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. Financial evaluation of the bid will be against each of the location not in totality. Accordingly, H₁ bidder will be selected against each of the location. However, H₁ bid for any location or all location, Tender Inviting Authority reserves the right for accepting or rejecting H₁ or any other bid against any location or all location without assigning any reason

8. Procedure to be followed when one/two technically qualified tenderers participated in any tender:

Financial bid of technically qualified single/two tenderers may not be opened immediately 2nd call may be invited.

9. Acceptance of Tender (Technically eligible/qualified)

Highest 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, for valid reasons. If participation of H₁ bid got rejected due to any reason as mentioned in clause 10 of ITB of this NIT, any bidder other than H₁ may be entrusted to execute the work. The selected bidder has to execute the work as per H₁ rate only. Preference will be given as per sequence H₂, H₃, H₄....

10. Grounds for Suspension and Debarment

The procedure as laid down below shall govern the suspension/debarment of Suppliers/Contractors/Consultants (Contractors for brevity) involved in EX-OFFICIO DIVISIONAL MANAGER, WBFDC LTD. & DFO, HOWRAH DIVISION Ltd. procurement for offences or violations committed during competitive bidding and contract 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 name/digital signature certificate for the purpose of bidding process.

(4) Any documented unsolicited attempt by a bidder (A Person/Contractor/Agency /Corporation participating in the procurement process and/or a person / Contractor / Agency / Corporation having an agreement/contract for any procurement with the department shall be 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 a botany Officer duly authorized by the Department, restraining any interested bidder to participate in the bidding process, etc.

(7) Assignment and subcontracting of the contractor any part there of without prior written approval of the procuring entity.

(8) Whenever adverse reports related to adverse performance, misbehavior, 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 with in 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 EX-OFFICIO DIVISIONAL MANAGER,WBFDC LTD. & DFO, HOWRAH DIVISION Ltd. for procurement) or its representative(s) pursuant to the implementation of the Contract.

CATEGORY OF OFFENCE:-

(A) First degree of offence: 1to13 of the above Ground for Suspension and Debarment Clause to be considered as First degree of offence.

(B) Second degree of offence any one of the offences as mentioned under clause10 of ITB of this NIT 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 The 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.

11. Earnest Money Deposit (EMD):

a) Earnest Money payment:

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.

c) 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.

d) Intending Tenderers should download the Tender Documents from the website <http://wbtenders.gov.in> directly with the help of Digital Signature Certificate.

e) Both Technical Bid and Financial Bid should be submitted duly digitally signed by the Tenderer through the website <http://wbtenders.gov.in> as per the 'Date & Time Schedule' stated in this N.I.T. (Details of which has been narrated in 'Instruction to Bidders')

12. Opening of Tender:

- (a) The Technical Bid shall be publicly opened by the authority receiving tender or by his authorized representative, as per the Schedule of Dates 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 Corporation. The Office of the Ex-Officio Divisional Manager, West Bengal Forest Development Corp .Ltd. and Divisional Forest Officer, Howrah Division. 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 Office of the Ex-Officio Divisional Manager, West Bengal Forest Development Corp.Ltd. and Divisional Forest Officer, Howrah Division 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 countered 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, in accessibility of working site for carriage of materials. Engineer-in Charge 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 in valid. The Contractor will not be entitled to any claim or extra rate on any of these accounts.
13. 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 Employer will not on any account be responsible for procuring the same.
14. The selected contractor shall apply to The Ex-Officio Divisional Manager, WBFDC & DFO, Howrah Division 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 Ex-Officio Divisional Manager, WBFDC Ltd. & DFO, Howrah Division. Once an order to the effect is issued from The Office of the Ex-Officio Divisional Manager, West Bengal Forest Development Corp. Ltd. and Divisional Forest Officer, Howrah Division. in this regard, it shall be brought to effect by the contractor without contest.

15. Validity of Bids:

Generally, Bids will be valid for 120 days from the date of opening of the financial proposal. However, extension of bid validity 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 EX-OFFICIO DIVISIONAL MANAGER, WBFDC LTD. & DFO, HOWRAH DIVISION Ltd. and the bidder/contractor penalized in terms of provisions in the notice of the tender (Sl. 10 of ITB).

16. Verification of credentials/onsite projects:

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.

17. Cancellation of Tender:

Ex-Officio Divisional Manager, West Bengal Forest Development Corp. Ltd. and Divisional Forest Officer, Howrah Division reserves the right to cancel this N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.

18. Security Deposit

I. Successful tenderer will have to pay Security Money amounting to 25% of sale Value against the Highest-1 tendered value either in Bankers Cheque or Bank draft or NEFT drawn in favour of **Ex-Officio Divisional Manager, West Bengal Forest Development Corp. Ltd. and Divisional Forest Officer, Howrah Division**, to be paid within 7 (seven) working days from the date of receipt of allotment letter of the particular lot and sign the agreement.

II. In case of failure to pay the Security Money of the lot value within the stipulated period it will make the 'Earnest Money' liable to be forfeited.

III. The Security Money @ 25% of the tendered value against the whole produce will be adjusted with the sale value payable by the tenderer and shall be forfeited in case of tenderer failing to deposit balance 75% sale value within stipulated time of 15 (fifteen) working days.

IV. The successful Tenderer shall also have to sign an „Agreement“, copy of which may be seen at the office of the undersigned or the offices from where the Tender documents are obtained, during office hours of any working day at the time of depositing the Security Deposit as mentioned in Clause V herein below.

V. On payment of Security Deposit as mentioned in Clause I herein above, the successful Tenderer will have to pay balance 75% or sale value against each lot within 15 (fifteen) working days from the date of payment of Security money. Excess amount if any shall be refunded to the purchaser on the basis of the application addressed to the MD, WBFDC Ltd.

19. T.C.S (IT) & other taxes will be realized from the successful bidder as per Govt. rules.

20. Removal of Discrepancy:

If any discrepancy arises between or 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

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

22. 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 Ex-officio Divisional Manager, Ex-Officio Divisional Manager, West Bengal Forest Development Corp. Ltd. and Divisional Forest Officer, Howrah Division No claim in this regard will be entertained.

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

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

25. 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.

26. Guiding schedule of works should be followed as preexisting norms, patterns, lying in the working division.

27. 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 outrightly rejected at any stage and legal action will be taken against him.

28. 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).

29. 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.

30. 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.

31. 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.

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

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

34. Other Important Instructions

Intending bidders must visit physically the field area before submission of bid. In no circumstances, any argument regarding submission of bidders onerously or not done based on field inspection will be entertained. For site visit, the intending bidders may contact the Ex-officio Range Manager, Howrah Urban S.F Unit with prior appointment.

„Work Order “will be issued by the Ex-Officio Divisional Manager, West Bengal Forest Development Corp. Ltd. and Divisional Forest Officer, Howrah Division or by any officer authorized by him only on payment of full sale value. Certificate of Origin of the felled produce will be issued for obtaining Transit Pass by the concerned unit in charge.

All taxes as applicable at the rates in force at the material time of sale shall have to be paid by the purchaser at the time of depositing sale value of the plantation produce/depot lots in addition to the sale of the produce as quoted by the purchaser.

The felling produce/depot lots disposed off to the successful Tenderer shall have to be transported by the successful Tenderer under valid Transit Passes issued by the Department of Forests, Govt. of West Bengal on the basis of a Certificate of Origin issued by the Unit Forester/Dy. Unit Forester in charge of the Unit of this Corporation on proper sale marking by a sale mark hammer by the authorized Forest Officer of the Forests Department.

Extension of time of payment of the sale value within the stipulated period as detailed in clause 18 hereinabove will not be allowed. However, under exceptional circumstances if such extension of time is needed, the undersigned at his discretion may entertain an application from the tenderer stating the ground for same and allow such extension on the basis of 10% per annum additional on 100% revenue

The intending tenderer may visit the tree felling site/Depot lots listed for felling/disposal before participating in the Tender and make their own assessment on the availability of produce of different size classes. Successful tenderer in any cases shall have no claim to any compensation on the ground that the quantity of produce in particular lot/lots has fallen short of their anticipation.

The selection of the authorized representatives is subject to the prior approval of the undersigned and the successful Tenderer shall seek in writing such approval from the undersigned giving therein the name and address of the representative he wants to appoint and the specific purpose which the representative will be authorised for. Even after first approval the undersigned may, at a subsequent date, revise decision about such directions. The undersigned shall not bind himself to assigning any reason for any of his directive with regard to the appointment of authorised representative. Any notice correspondence etc. issued to such authorised representative or left at his address will be deemed to have been issued to the successful Tenderer himself. The provision of power of Attorney, if any, must be to the approval of the undersigned, otherwise, the undersigned shall not be bound to take cognizance of such power of attorney. The successful Tenderer shall be held responsible for all action of his authorised representative and his workers who must abide by the rules and regulations in force of the State and Central Govt. “as the case maybe, and any offence committed by them will be dealt with under the relevant acts and rules.

35. Felling Conditions/Other Special Condition

1. Before starting of felling, purchasers must make themselves conversant with the boundaries of their project areas and in case of any felling of tree outside project area, legal actions will be taken as deemed fit.
2. After successful sale of lots, the corporation will not be responsible for the felling
3. After successful sale of lots, damage due to fire, biotic interference etc. or natural calamities such as cyclone or any other extreme weather conditions, this Corporation will not be liable to for any damages.
4. For any accident occurring to any workman or his dependents for claim of compensation under the Workmen's Compensation Act or any other action under any other law, the successful Tenderer, and not the Corporation shall be liable for such compensation or action and in case the Corporation is put to any loss and/or to incur expenditure on any account as mentioned

in this para, the successful Tenderer shall be bound to compensate and/or reimburse the Corporation.

5. Felling & extraction of trees will have to be completed within 45 days of issue of Work Order.
6. If the successful tenderer fails to observe any of the conditions contained herein or in the Agreement or fails to carry out the works to the satisfaction of the undersigned or commits any breach of the covenants it shall be lawful for the Corporation at once (by notice in writing to the successful Tenderer under the hand of the undersigned) to terminate the Agreement and to forfeit the Security Deposit in whole or in part and to recover from the successful Tenderer such loss as may accrue to the Corporation for the reasons of the termination of the Agreement or otherwise.
7. Any sum that may become due and payable to the successful Tenderer and the amount deposited as Security Deposit or any part thereof may be appropriated by the Corporation in of any other contract entered into by the successful Tenderer with the Corporation.
8. The terms and conditions of Tender mentioned hereinabove shall be deemed to form a part of the Agreement itself which shall have to be executed by the successful Tenderer after confirmation about the acceptance of Tender as set forth in Clause 17.1 herein above unless they are repugnant to the context.
9. As per Panchayat and Rural dev. Deptt. The Kolkata gazette notification no. 1140 PRD-33011/1/2024-MGNREGA SEC dt.17.03.24 all necessary steps to followed by the successful H1 bidders regarding “karmashree” scheme and necessary certificates are to be provided by H1 bidders for necessary payment.

**Ex-Officio Divisional Manager,
West Bengal Forest Development Corp. Ltd. and
Divisional Forest Officer, Howrah Division**

Memo No. 2852 /28-2/1-NHAI/24

Date:21.08.2024

Copy forwarded for kind information to:-

- 1) The Managing Director, The West Bengal Forest Development Corporation Limited
- 2) The Guard File
- 3) Notice Board

**Ex-Officio Divisional Manager,
West Bengal Forest Development Corp. Ltd. and
Divisional Forest Officer, Howrah Division**

Section – B
FORM-I
APPLICATION

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

To,
Ex- Officio Divisional Manager,
The West Bengal Forest Development Corporation Limited &
Divisional Forest Officer, Howrah Division.

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 here by 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 Firm with Seal: _____

Section-B
FORM II
(TO BE FILLED UP BY TENDERER)
(To be submitted in the original letterhead of The Firm/Company)

To,
Ex- Officio Divisional Manager,
The West Bengal Forest Development Corporation. Limited &
Divisional Forest Officer, Howrah Division.

Dear Sir/ Madam,

Ref:-
Tender Reference No.....

1. I/We refer to the tender notice issued by you for the work ofin _____
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 fulfill 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)

A.1. Name of the applicant (Tenderer):

A.2. Office Address:

Telephone No.:

Fax No.:

e-mail:

Name and address of Bankers:

Attach an organization chart showing the structure of the 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

**FORM IV
EXPERIENCE PROFILE**

List of Projects completed that are similar in nature to the Works
(To be submitted in the original letterhead of The Firm/Company)

Name of the Employer	Name, Location and Nature of Work	Name of Authorised Supervisor with designation	Contract price in Indian Rupees	Percentage of participation of company	Original date of starting work	Original date of completion of work	Actual date of starting of work	Actual date of completion of work	Reasons for delay in completion

- Note: a) Certificate from the employer to be attached
b) Non-disclosure of any information in the schedule will result in disqualification of the firm.

Date.....

Authorized signatory of the Firm/Company

Title and capacity of the Officer

Name of the firm with seal

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 prior to 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 Office of the Ex-Officio Divisional Manager, West Bengal Forest Development Corp .Ltd. and Divisional Forest Officer, Howrah Division. herein referred 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: _____

GENERAL TERMS & CONDITIONS OF CONTRACT

1. Drawing / Map:

The work is to be carried out in accordance with drawings / maps (if any) related to these contract and specification, the priced schedule of probable items with approximate quantities and directions or instructions which may be issued by the Employer or his Representative from time to time during the execution of the contract.

2. Interpretations:

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

- I) The term EMPLOYER/AUTHORITY shall mean Ex-Officio Divisional Manager, West Bengal Forest Development Corp. Ltd. and Divisional Forest Officer, Howrah Division 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 Ex-Officio Divisional Manager, West Bengal Forest Development Corp. Ltd. and Divisional Forest Officer, Howrah Division.
- III) CONTRACTOR shall mean the firm or company or person whose tender has been accepted by the employer 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 Employer 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.
- (VII) THE WORKS shall mean the work or works to be executed or done under this contract.
- (VIII) The DRAWINGS / MAPS shall mean the drawing/map or drawings/maps mentioned in NIT and any modifications of them approved by the Employer or any further Working drawings/maps or sketches by the Employer or any further working drawings/maps or sketches which may be furnished or approved in writing by the Employer.
- (IX) The SPECIFICATION shall include the plantation specification and general specifications forming part of this contract.
- (X) The SCHEDULE OF QUANTITIES, BILL OF QUANTITIES shall mean the Schedule or Quantities as specified and forming part of contract.
- (XI) The PRICED SCHEDULE OR QUANTITIES shall mean the schedule duly priced.
- (XII) 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 employer feels that the contractor (who has signed the agreement) should himself come & personally meet to the employer 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.
- (XIII) The term APPROVED, DIRECTED or SELECTED mean the approval direction or selection of the Employer 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.
- (XIV) WORDS imputing persons include Firms and Corporation, words imputing the singular only also the plural and vice-versa where the context so requires.

3. Scope of works:

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 Employer is preferred. All work during its progress and upon completion shall conform to lines as shown on the drawing/map furnished by the employer. 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 Employer 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 Employer. 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 Employer who shall be the final authority. The Employer may in their absolute discretion issue further area by written instructions, details, direction and explanations which are hereafter collectively referred to as the Employer'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) The removal from the site of any materials brought thereon by the Contractor and the substitution of any other materials thereof.
- c) The dismissal from the work of any person employed thereupon.
- d) The opening up for inspection of any work covered up.

The Contractor shall forthwith comply with and duly execute any work comprised in such Employer's instructions provided always that verbal instructions, directions and explanations given to the Contractor or his representative upon the works by the Employer shall, if involving a variation, be confirmed in writing by the contractor within seven days.

4. Variations:

The Contractor may when authorized and shall when directed, in writing by the Employer or one or more representative of Employer whom the Employer may for that purpose appoint, shall be bound to add or omit from or vary the works.

If the employer feels that the whole or part of works of any item 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 Employer in accordance with the following rules:

- (a) As regards determination of the rates, the decision of the Employer shall be accepted as final

5. Deviations:

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

6. Site Conditions:

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 conversant 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. Employer 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 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.

7. Persons Tendering shall visit SITE Etc.

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.

8. Contractor to provide everything necessary:

The Employer shall on no account be responsible for the expense incurred by the Contractor for hired ground or water obtained from elsewhere. 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 Employer 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.

For any problem on field the contractor will take up the matter to the NHAI Authority & other Govt. / non. Govt. Organization involved after giving information to the Ex- Officio Divisional Manager, WBFDC Ltd. & Divisional Forest Officer, Howrah Division.

9. Protective Measures:

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 period. The Contractor shall indemnify the Employer against any possible damage to the adjoining forest areas, trees, roads, or wild animals during execution of the work.

10. Access:

The Employers/His Authorised Representatives shall at all times have free access to the work site. The Contractor shall give every facility to the all of them and their representatives necessary for inspection and examination and 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 Employer. 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 Employer for doing so.

11. Quality of Materials & Workmanship:

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.

12. Contractor's Employees:

The Contractor shall keep for the full time qualified engineers and skilled supervisors defined in the ITBA and approved by the Employer, 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 Employer. Any directions or instructions given to him in writing shall be held to have been to the Contractor officially.

The Employer/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 the work by the contractor who fails or refuses to perform the work in the manner specified herein shall be discharged immediately and such person shall not again be employed on the work. When required in writing by the Employer the Contractor shall discharge any person(s) who is in their opinion incompetent, disorderly or otherwise unsatisfactory. Such Discharge shall not be the basis of any claim for compensation or damages against the Employer or any of its officers or employees.

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 Employer 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. It shall be the responsibility of the Contractor to see that any sub-contract under him, similarly complies with the above requirements. (The Employer shall not however recognize any sub-contract or sub-contractor).

The Contractors shall keep the Employer saved, harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the Employer 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 Employer and also to the competent authority where such report is required by law.

13. Temporary Water Supply:

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.

14. Clearing Away:

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 Employer.

15. Contractor Not To Sublet:

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

16. Agreement:

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

17. Defect Liability Period:

If the contractor or his workmen or servants or authorized representatives shall break, deface, injure, or destroy any part of plantation, 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 three months or one year or three years or five years, as the case may be (depending upon the nature of the work as described in the explanation appended hereto) hereinafter referred to as the Defect Liability Period, from the actual date of completion of work as per completion certificate issued by The Managing Director, The West Bengal Forest Development Corporation Limited the contractor shall make the same good at his own expense, or in default, The Managing Director, The West Bengal Forest Development Corporation Limited may cause the same to be made good by other workmen and deduct the expense (of which the certificate of The Managing Director, The West Bengal Forest Development Corporation Limited 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 West Bengal Forest Development Corporation Ltd from the Contractor. or from his security deposit, either full, or of a sufficient portion thereof and if the cost, in the opinion of The Managing Director, The West Bengal Forest Development Corporation Limited (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, it shall be lawful for The West Bengal Forest Development Corporation Limited to recover the excess cost from the contractor in accordance with the procedure prescribed by any law for the time being in force.

18. Commencement and Completion of Work:

Compensation for delay of work: @ 1% (One 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 H-1, that the total amount of compensation for delay, to be paid under this clause shall not exceed 25% 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 Employer, the additional amount shall be released.

19. Damage to Persons and Property/Insurance in respect of:

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, internally, any damage to plantation, whether immediately adjacent or otherwise and any damage to roads, footpaths, bridges or ways forming the subject of this contract by frost rain, wind or other inclemency of the weather.

The contractor shall indemnify the employer 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 under any 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 Employer against all claims which may made against the Employer by any member of the public or 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 Employer 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 Employer. The Contractor shall also indemnify the Employer against all claims which may be made upon the Employer, 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 Employer and the Contractor against sub-risks and deposit such policy or policies with the Employer from time to time during the currency of this contract. The Contractor shall be responsible for anything which may be excluded from 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 Employer 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 Employer 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 Employer and the Contractor for the full amount of the contract and for any further sum if called upon to be so by the Employer 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 Employer within 21 days from the date of signing the contract unless otherwise instructed by the Employer. In default of the Contractor insuring as provide above, the Employer on his behalf may so insure and may deduct the premium paid from any money due or which 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 work in 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 Employer may deem fit.

20. Termination of Contract by Employer:

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 employer that he is able to carry out and fulfill the contract and if required by the employer 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 employer 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 employer 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 Employer written notice to 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 Employer 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 Employer as written notice that the said materials or work were condemned or rejected by the Employer under those conditions, or,
- f) 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
- g) has to the detriment of good workmanship or define of the Employers instruction to the contrary sub-let any part of the contract.

Then and in any of the said causes the employer notwithstanding 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 employer 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 employer, his agents or representative may enter upon and take possession of the works and all plants, tools, shades, machinery and 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 employ 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 employer shall give a notice in writing to the contractor to remove his surplus materials and plant and should the contractor failed to do so within a period of 14 (Fourteen) days after receipt thereof by him the employer may sell the same by public auction and shall give credit to the contractor or for the amount so realised.

The employer shall thereafter ascertain and certify in writing under his hand that (if anything) shall be due or payable to or by the employer, for the value of the said plant and materials so taken possession of by the employer and the expense or loss which the employer 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 employer as the case may be and the certificate shall there upon be paid by the employer, as the case may be and the certificate of the employer shall be final and conclusive between the parties.

21. Settlement of Dispute, Arbitration:

Except where otherwise provided in the Contract, all questions and disputes relating to the meaning of the specifications and instruction herein before mentioned and as to the quality of workmanship or as to any other question, claim, rights, matter, or things whatsoever, in any way arising out of or relating to the contract, 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, The West Bengal Forest Development Corporation Ltd.

**Ex-Officio Divisional Manager,
West Bengal Forest Development Corp.Ltd. and
Divisional Forest Officer, Howrah Division**