



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

e-NIQ for Selection of bona-fide persons/ agencies/ company, including consortium and partnership firms for e-tendering works for the office of the Divisional Manager, Kolkata under Kolkata Forest Corporation Division, West Bengal Forest Development Corporation Limited for the financial year 2022-23

e-NIQ No.: 91/29-42/22-23



**Office of the Divisional Manager, Kolkata Forest Corporation Division
West Bengal Forest Development Corp. Ltd. &
'Aranya Bikash', KB-19, Sector-III, Salt Lake City, Kolkata-700106
e-mail: kfcd@wbfdc.com, visit us: www.wbfdc.com**

Memo No. 1289/29-42

Date: 29.08.2022

e-NIQ No.: 91/29-42/22-23

e-NIQ for Selection of bona-fide persons/ agencies, including consortium and partnership firms for e-tendering works for the office of the Divisional Manager, Kolkata under Kolkata Forest Corporation Division, West Bengal Forest Development Corporation Limited for the financial year 2022-23

The Divisional Manager, Kolkata Forest Corporation Division, West Bengal Forest Development Corporation Limited invites e-NIQ for the following work from the eligible persons/ agencies/ Company, including consortium and partnership firms as detailed in the table below. [Collection (downloading) and Submission (uploading) of NIQ can be made online through the website <https://wbtenders.gov.in> only].

Name of Project	Estimated Amount (Rs.)	Earnest Money Deposit (Rs.)	Cost of e-NIQ documents (Rs.)	Period of Completion of the work
Selection of bona-fide persons/ agencies, including consortium and partnership firms for e-tendering works for the office of the Divisional Manager, Kolkata under Kolkata Forest Corporation Division, West Bengal Forest Development Corporation Limited for the financial year 2022-23.	Item Rate	20,000.00/-	NIL	Up to 31/03/2023

Work order may be issued in phase wise manner/ for the whole work as deemed fit by The Divisional Manager, Kolkata Forest Corporation Division, WBFDC Ltd. Works, for which work orders will be issued in phase wise manner, work order for subsequent phase will only be issued after satisfactory completion of earlier phase. All quoted rates shall be valid up to 31st March 2023.

The Divisional Manager, Kolkata Forest Corporation Division, WBFDC Ltd. reserves the right to cancel any work without assigning any reason thereof.

In the event of e-filling, intending bidder may download the e-NIQ 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. 4245-F(Y) dated 28th May 2013 issued by Finance Department, Audit Branch, Government of West Bengal.
 - ii. 6718-F(Y) dated 08/09/2015 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)	30.08.2022 at 10:00 AM
2	Documents download start date (Online)	30.08.2022 at 10:00 AM
3	Documents download end date (Online)	06.09.2022 at 05.00 PM
4	Bid submission start date (Online)	30.08.2022 at 10.00 AM
5	Bid submission closing date (Online)	06.09.2022 at 05.00 PM
6	Bid opening date for Technical Proposal (Online)	08.09.2022 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

1.1 Instructions / Guidelines for tenderers for electronic submission of the tenders online have been shown in Web site

<https://wbtenders.gov.in>

1.2 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.

1.3 Digital Signature Certificate (DSC)

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

1.4 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.

1.5 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:

2.1 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.

2.2 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 Quotation (NIQ) (to be submitted in “NIQ” 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 “ GT AND CC” Folder)

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

v. Addenda/Corrigenda, if published: Contractors are to keep track of all the Addendum/Corrigendum issued with a particular e-NIQ and upload all the above, digitally signed, along with the NIT. e-NIQ 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 (last 3years)
			4 PAN Card
			5 Aadhar Card
			6 Enlistment Certificate/ Trade License for similar nature of work
7 All up-to-date documents regarding taxes and charges as applicable			
B.	COMPANY DETAILS	COMPANY DETAILS	1 Proprietorship Firm - Trade Licence.
			2 Partnership Firm - Registered Partnership Deed, Registered Power of Attorney, Trade licence.
			3 Pvt. Ltd. Company - Registration Certificate under Company's Act, MOA & AOA, Registered Power of Attorney, Trade licence.
			4 Registered Un-employed Engineers and Labour Co-operative Societies Limited.
C.	CREDENTIAL	CREDENTIAL	1 <i>similar nature of work as per Notification no. 04-A/PW/O/10C-02/14 dated 18.03.2015 of Public Works Department, Accounts Branch, Government of West Bengal.</i>
D	Declaration	AFFIDAVIT-Y	1 An affidavit made that no adverse report against the bidder

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 against each item of work mentioned in the BOQ in the space marked for quoting rate in the BOQ.
- ii) Only downloaded copy of the B.O.Q. are to be uploaded quoting the rate, virus scanned & digitally signed by the contractor.

3. Eligibility Criteria for participation in e-NIQ:

(a) The bidder should have been 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, Income Tax Return Acknowledgement receipt for last 3 years, PAN card issued by Income Tax Department, Aadhar Card and Trade licence 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) Joint Ventures 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 credentials of similar nature of completed work *as per Notification no. 04-A/PW/O/10C-02/14 dated 18.03.2015 of Public Works Department, Accounts Branch, Government of West Bengal.*

(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 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.

(m) Tenderers has to produce duly self-attested supporting documents/certificate from the employer/client with whom they have worked (online).

(n) 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.

(o) 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.

(p) 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. 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 to 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 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. Procedures 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 and 2nd call may be invited.

9. Acceptance of Tender (Technically eligible/qualified)

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, for valid reasons and also reserves the right to distribute the work amongst more than one tenderer at the accepted rate after formal consultation with L1 (accepted rate) bidder and taking consent of L1 bidder for smooth & quick completion of the work.

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 WBFDC 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'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 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 about any Officer duly authorized by the Department, restraining any interested bidder to 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) Wilful 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-41 to be considered as First degree of offence.

(B) Second degree of offence: Any one of the offences as mentioned under ‘A’ 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.

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. 4245-F(Y) dated 28th May 2013 issued by Finance Department, Audit Branch, Government of West Bengal.
- ii. 6718-F(Y) dated 08/09/2015 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 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 WBFDC. The Divisional Manager, Kolkata Forest Corporation Division, West Bengal Forest Development Corporation Limited 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 Divisional Manager, Kolkata Forest Corporation Division, West Bengal Forest Development Corporation Limited 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 Tender Documents 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.

13. The selected Contractor must arrange to procure all materials required for the proper completion of the work. The Employer will not on any account be responsible for procuring the same.

14. 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 WBFDC Ltd. and the bidder/contractor penalized in terms of provisions in the notice of the tender (Sl. 10 of ITB).

15. 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.

16. Cancellation of Tender:

The Divisional Manager, Kolkata Forest Corporation Division, West Bengal Forest Development Corporation Limited reserves the right to cancel this N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.

17. Security Deposit:

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 3% 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 3% of the tendered value of work actually done (vide memo no. 796 – F(Y) dated 25.02.2022 of Finance Department, Government of West Bengal).

In case of excess/and supplementary work over the tendered amount, additional security @ of 3% 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.

18. Deduction of Taxes Etc:

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

19. Removal of Discrepancy:

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. General Terms and Conditions
- d. Instructions to Bidders

20. MOBILISATION ADVANCE/ COST OVER RUN:

No Mobilisation Advance and Secured Advance will be allowed.

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

22. Scope of work with necessary specifications may be handed over to the successful Tenderer along with the work order or in a phase wise manner as deemed fit by The Divisional Manager, Kolkata Forest Corporation Division, West Bengal Forest Development Corporation Limited. No claim in this regard will be entertained.

23. The contractor shall not be entitled for any compensation for any loss suffered by him due to delay arising out for modification/variation in quantities mentioned in the BOQ.

24. 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.

25. A Tenderer is to quote rates in figures as well as in words, in the BOQ as applicable in his cases against the item of work put to tender.

26. 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.

27. 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.

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

29. 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 WEST BENGAL FOREST DEVELOPMENT CORPORATION LIMITED IN DECIDING ON THE RATE REVISIONS (IF NEEDED).

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

Memo No. 1289/29-42

Date: 29.08.2022

Copy forwarded for kind information to: -

- 1) The Managing Director, West Bengal Forest Development Corp. Ltd.
- 2) The General Manager, West Bengal Forest Development Corp. Ltd.
- 3) The Guard File
- 4) Notice Board

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 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,
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)

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

A.2. Office Address:

Telephone No.:

Fax No.:

e-mail :

A.3. Name and address of Bankers:

A.4. 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 Divisional Manager, Kolkata Forest Corporation Division, West Bengal Forest Development Corporation Limited 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.

Date:_____

Authorized signatory of the Firm/Company:_____

Title & Capacity of the officer:_____

Name of the Firm with Seal:_____

GENERAL TERMS & CONDITIONS OF CONTRACT

1. Scope of Work:

As stated in the estimate

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/TENDER INVITING AUTHORITY shall mean The Divisional Manager, Kolkata Forest Corporation Division, West Bengal Forest Development Corporation Limited, 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 Divisional Manager, Kolkata Forest Corporation Division, West Bengal Forest Development Corporation Limited.
- (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.
- (VI) 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. Contractor's Employees:

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).

4. 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.

5. 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.

6. Earnest Money & Security Deposit:

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. 4245-F(Y) dated 28th May 2013 issued by Finance Department, Audit Branch, Government of West Bengal.
- ii. 6718-F(Y) dated 08/09/2015 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.

Security Deposit

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 3% 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 3% of the tendered value of work actually done (vide memo no. 796 – F(Y) dated 25.02.2022 of Finance Department, Government of West Bengal).

In case of excess/and supplementary work over the tendered amount, additional security @ of 3% 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.

7. 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 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, 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, WBFDC Ltd. Should the Managing Director, WBFDC Ltd., be for any reason unwilling or unable to act as such arbitrator, such questions and disputes shall be referred to an arbitrator to be appointed by the DEPARTMENT OF FORESTS, GOVT OF WEST BENGAL. The award of the arbitrator shall be final, conclusive and binding both parties to this contract and no suit shall lie in Civil Court in respect of the award by the Arbitrator.

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