



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

Notice Inviting e-Quotation for
**Supply, installation and maintenance of Split Air Conditioning System at Aranya Bikash, KB-19,
Sector-III, Salt Lake City, Kolkata – 700 106**

NIe-Q No.: 22/2M-749/2023-24 (2nd Call)



Office of the Divisional Manager, Kolkata Forest Corporation Division,
West Bengal Forest Development Corporation Limited
'Aranya Bikash', KB-19, Sector-III, Salt Lake City, Kolkata – 700 106
e-mail: kfcd@wbfdc.com, visit us : www.wbfdc.com,
Phone: 033-40644128, 033-40010636

Memo No. 259/2M-749

Date: 07.03.2024

Notice Inviting e-Quotation No: 22/2M-749/2023-24(2nd call)

e-Quotation for Supply, installation and maintenance of Split Air Conditioning System at Aranya Bikash, KB-19, Sector-III, Salt Lake City, Kolkata – 700 106

The Divisional Manager, Kolkata Forest Corporation Division, West Bengal Forest Development Corporation Limited invites e-quotation for the following work as detailed in the table below from HVAC Contractors/ Original Equipment Manufacturers or their eligible authorized dealers.

Collection (downloading) and Submission (uploading) of Tender can be made online through the website <https://wbtenders.gov.in> only.

Name of Project	Estimated Amount Put to tender (Rs.)	EMD (Rs.)	Tender Fees (Rs.)	Period of Completion of the work	Defect Liability period
Supply, installation and maintenance of Split Air Conditioning System at Aranya Bikash, KB-19, Sector-III, Salt Lake City, Kolkata – 700 106	Item Rate (The total bid price quoted shall be inclusive of GST and all other statutory liabilities, taxes, cess, duties, levies as applicable under the prevailing statutes or levy by the statutory authorities/ State/ Central Government and payable by the bidder under the contract)	84,000.00	NIL	30 days (From the date of issuance of Work Order)	1 years (From actual date of completion of work)

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. 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)	08/03/2024 at 10.00 AM
2	Documents download start date (Online)	08/03/2024 at 10.00 AM
3	Documents download end date (Online)	22/03/2024 at 05.00 PM
4	Bid submission start date (Online)	08/03/2024 at 10.00 AM
5	Bid submission closing date (Online)	22/03/2024 at 05.00 PM
6	Bid opening date for Technical Proposal (Online)	25/03/2024 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
 - 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 NIEQ 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.
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 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)
- 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 NIQ. 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 GST Registration Certificate for the state of West Bengal with valid HSN/SAC code tagged for respective similar nature of work.
			3 I.T.R. Acknowledgement Receipt (last 3years)
			4 I.T. PAN Card, ESI & EPF Registration Certificate (If EPF and ESI is not required by law, declaration is to be submitted on letter head of The Company/ Firm properly stamped and signed)
			5 Aadhar Card for individual bidder
			6 Enlistment Certificate/ Trade License for similar nature of work
			7 ESI and EPF up to date payment certificate
			8 All up-to-date documents regarding taxes and charges as applicable
9 Bidder must be the Original Equipment Manufacturers or their eligible authorized dealers. Eligible authorized dealer must have to produce till date valid authorized dealership certificate from the Original Equipment Manufacturer.			
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. Please refer to clause 3(f).

C.	CREDENTIAL	CREDENTIAL	1	<p>i) Intending tenderers should produce credentials of a similar nature of completed work of the minimum value of Rs. 12,60,000.00 during 5(five) years prior to the date of issue of tender notice.</p> <p style="text-align: center;">or</p> <p>(ii) Intending tenderers should produce credentials of 2(two) Similar nature of completed work, each of the minimum value of Rs. 10,50,000.00 during 5 (five) years prior to the date of issue of tender notice.</p> <p style="text-align: center;">or</p> <p>(iii) intending tenderers should produce credentials of the one single running work of similar nature which has been completed to the extent of 75% or more and value of which is not less than the desired value at (i) above;.</p>
				<p>In case of running works, only those tenderers who will submit the certificate of satisfactory running work from the Concerned Executive Engineer or equivalent or Competent Authority will be eligible for the tender. In the required Certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executed agency, i.e., the tenderer</p> <p>Terms and conditions of credential:-</p> <ul style="list-style-type: none"> ➤ Payment certificate will not be treated as credential. ➤ Credential certificate issued by the Executive Engineer or equivalent or Competent Authority of a State/ Central Government, State/ Central Government undertakings, Statutory/ Autonomous bodies constituted under the Central/ State statute, on the executed value of completed/ running work will be taken as credential. ➤ No credential will be considered as valid unless it is supported by work order, price schedule or BOQ of work and completion certificate mentioning the date of completion issued by the competent authority not below the rank of Executive Engineer or equivalent or competent authority of a State / Central Government, State / Central Government undertakings, Statutory / Autonomous bodies constituted under the Central / State Statute. The completion certificate should indicate the value of the work (equal to booked expenditure). ➤ Estimated Amount, tendered amount, value of executed work, Date of Completion of project along with telephone number & detail address for communication of client must be indicated in the Credential Certificate. ➤ Similar nature of work means: "SITC of Air Conditioning system and associated air conditioning work"
D.	EQUIPMENTS	PLANTS & MACHINERIES	1	Purchase Bill / Invoice or Lease Agreement (valid till date)
E.	FINANCIAL CAPABILITY		1	Last three years Audited Balance Sheet, P&L accounts duly certified by Chartered Accountant.

F	Technical Specification of Air-conditioning unit		1 Bidders are required to provide details of Air-conditioning unit to be installed with their technical bid. Details shall include technical specification, brand of air condition unit but shall not include any financial proposal. Tender Inviting Authority reserves the right to reject any bidder based on the bidder's proposed air-conditioning unit to be installed during technical bid evaluation. Bidders shall not include any financial details of the air-condition unit with technical bid. If any bidder submits any financial proposal with the technical bid his participation will be outrightly rejected.
---	--	--	---

2.3. Financial Proposal

- i) The financial proposal should contain the Bill of Quantities (B.O.Q) in one cover (folder). Bidders are required to quote their best price against the item of work as quoted in 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 tender:

(a) The bidder should have all necessary permission, registration and license as applicable. The bidder should have valid PAN, GSTIN Registration for the state of West Bengal with valid HSN/SAC code tagged for respective similar nature of work, ESI and EPF registrations ((If EPF and ESI is not required by law, declaration is to be submitted on letter head of The Company/ Firm properly stamped and signed), Professional Tax registration and Trade License with Government of West Bengal.

(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, Audited Balance Sheet and P & L Accounts duly certified by the Chartered Accountant 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 debaring 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. (Affidavit-Y)

(h) A prospective Tenderer shall be allowed to participate in the job as an individual (proprietorship firm) or as a partner of a firm or as registered company or as registered un-employed engineers and as labour co-operative societies. If the prospective Tenderer is found to have applied severally in a single job, all his applications will be rejected for that job. (Affidavit-Y)

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

(j) i) *Intending tenderers should produce credentials of a similar nature of completed work of the minimum value of Rs. 12,60,000.00 during 5(five) years prior to the date of issue of tender notice.*

or

(ii) *Intending tenderers should produce credentials of 2(two) Similar nature of completed work, each of the minimum value of Rs. 10,50,000.00 during 5 (five) years prior to the date of issue of tender notice.*

or

(iii) *intending tenderers should produce credentials of the one single running work of similar nature which has been completed to the extent of 75% or more and value of which is not less than the desired value at (i) above;.*

In case of running works, only those tenderers who will submit the certificate of satisfactory running work from the Concerned Executive Engineer or equivalent or Competent Authority will be eligible for the tender. In the required Certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executed agency, i.e., the tenderer.

Terms and conditions of credential:-

- *Payment certificate will not be treated as credential.*
- *Credential certificate issued by the Executive Engineer or equivalent or Competent Authority of a State/ Central Government, State/ Central Government undertakings, Statutory/ Autonomous bodies constituted under the Central/ State statute, on the executed value of completed/ running work will be taken as credential.*
- *No credential will be considered as valid unless it is supported by work order, price schedule or BOQ of work and completion certificate mentioning the date of completion issued by the competent authority not below the rank of Executive Engineer or equivalent or competent authority of a State / Central Government, State / Central Government undertakings, Statutory / Autonomous bodies constituted under the Central / State Statute. The completion certificate should indicate the value of the work (equal to booked expenditure).*
- *Estimated Amount, tendered amount, value of executed work, Date of Completion of project along with telephone number & detail address for communication of client must be indicated in the Credential Certificate.*
- *Similar nature of work means: "SITC of Air Conditioning system and associated air conditioning work.*

(k) Absence of any of these above mentioned 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.

(l) Tenderers has to produce duly self-attested supporting documents/certificate from the employer/client with whom they have worked. Audited Balance Sheet and P & L Accounts duly certified by the Chartered Accountant.

(m) 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.

(n) 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. (Affidavit-Y)

(o) 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 manufactured or false, in such cases, the eligibility of the bidder/tenderer will be out rightly rejected at any stage without any prejudice.

(p) 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.

(q) Joint ventures not allowed.

(r) All affidavits are required to be submitted with stamp paper both-side scanned. Without both-side scanned stamp paper participation of bidder will be disqualified during technical evaluation.

(s) Bidder must be the Original Equipment Manufacturers or their eligible authorized dealers. Eligible authorized dealer must have to produce till date valid authorized dealership certificate from the Original Equipment Manufacturer.

(t) Bidders are required to provide details of Air-conditioning unit to be installed with their technical bid. Details shall include technical specification, brand of air condition unit but shall not include any financial proposal.

Tender Inviting Authority reserves the right to reject any bidder based on the bidder's proposed air-conditioning unit to be installed during technical bid evaluation.

Bidders shall not include any financial details of the air-condition unit with technical bid. If any bidder submits any financial proposal with the technical bid his participation will be outrightly rejected.

4. Opening of Technical Proposal: -

Technical proposals will be opened by the authorized representatives electronically from the website stated in Clause 1.1, 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 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 Limited, may upload the final summary result containing inter-alia, name of contractors and the rates quoted by them against each work.

8. Procedures to be followed when less than three technically qualified tenderers participated in any tender:

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

09. 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-

10. Grounds for Suspension and Debarment:

The procedure as laid down below shall govern the suspension/debarment of Contractors for offences or violations committed during competitive bidding and contract implementation under WBFDC Ltd..

(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 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) 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.
- (8) Refusal or failure to submit the required performance security / earnest money within the prescribed time without justifiable cause.
- (9) Failure in deployment of Technical Personnel, Engineers and/or Work Supervisor having requisite license / supervisor certificate of competency as specified in the contract.
- (10) Refusal to accept the work order after issuance of "Letter of Acceptance" or enter into contract with the WBFDC Ltd. without justifiable cause.
- (11) Failure of the Contractor, solely 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.
- (12) 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 Executing Authority (the Officer authorized by the WBFDC Ltd.) or its representative(s) for the implementation of the Contract.
- (13) For the execution of Contracts, poor performance by the Contractor of his services arising from his fault or negligence. Any of the following acts by the Contractor 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) Deviation from approved design resulting in defective works;
 - (v) Using materials which are inappropriate and substandard or inferior to acceptable standards;
- (14) For the procurement of goods, unsatisfactory progress in the delivery of the goods by the manufacturer, supplier, or distributor arising from Contractor's fault or negligence and/or unsatisfactory or inferior quality of goods, vis-à-vis as laid down in the contract.
- (15) 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 15 of the above Clause-10 to be considered as First degree of offence.
- (B) Second degree of offence: Any one of the offences as mentioned under Clause-10 above, committed by a particular Bidder/Contractor 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 / security deposit submitted 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 assignment 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 assignment 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.Q. (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 NIEQ.
- (b) Bid evaluation will be guided by the latest financial rules and guidelines of Government of West Bengal.
- (c) Prospective Tenderers or their authorized representatives may be present during the opening process.
- (d) Financial Bids of only those tenderers who would qualify in the Technical Bid evaluation will be opened.
- (e) 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 WBFDC Ltd.. 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.
- (f) 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.
- (g) The Contractor/Bidder should see the site of works and Tender Documents, Drawings etc. before submitting e-Tender and satisfy himself/herself regarding the condition and nature of works and ascertain difficulties that might be encountered in executing the work, carrying materials to the site of work, availability of drinking water and other human requirements & security etc.

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 Divisional Manager, Kolkata Forest Corporation Division, West Bengal Forest Development Corporation Limited 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 be dismantled and all debris etc. cleared from site post completion of the work or as directed by The Divisional Manager, Kolkata Forest Corporation Division, West Bengal Forest Development Corporation Limited. Once an order to the effect is issued from The Divisional Manager, Kolkata Forest Corporation Division, West Bengal Forest Development Corporation Limited 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 WBFDC Ltd. and the bidder/contractor shall be penalized in terms of provisions in the notice of the tender (Sl. 10 of ITB).

16. Verification of credentials:

At any stage of tender during bid evaluation / before issuance of the work order, the Tender Accepting Authority may verify the credential and other documents of any bidder / the lowest Tenderer (after opening financial bid) if found necessary. After verification, if it is found that such documents submitted by the any bidder / lowest Tenderer (after opening financial bid) is either manufactured or false in that case, his bid will be rejected / work order will not be issued in favour of the Tenderer (after opening financial bid) under any circumstances and legal action will be taken against him.

17. Cancellation of Tender :

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

18. Security Deposit:

EMD collected during NIQ stage is tentative. After finalization of L-1 bid the EMD collected during NIQ stage is less than 2% of the tendered value of work then the L-1 bidder shall have to submit the balance EMD amount before issuance of work order

and subsequently it will be converted to security deposit. If the bidder fails/ rejects to pay the balance amount of EMD penal action will be taken against the bidder as per provisions of this NIQ.

If EMD collected during NIQ is more than 2% of the tendered value of work whole amount is to be converted into 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 10% of the value of works executed at the material point of time and paid during the progressive running accounts bills, so that total deduction together with Earnest Money constitute 10% of the tendered value of work actually done.

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

Compensation of all other sums of money payable by the contractor to the WBFDC Ltd. under the terms of the contract may be deducted from the security deposit.

However, even though the earnest money deposited exceeds the prescribed percentage i.e., 10%, due to reduction of tendered amount due to any reason whatsoever, such additional earnest money shall be deemed to have been converted into security and further deductions from progressive bills shall be made, taking into consideration the enhanced component of earnest money so converted into security.

Additional Performance Security @ 10% of the tendered amount in the form of Bank Guarantee from a Scheduled Bank, valid up to the date of completion of work, shall be obtained from the successful bidder, if the accepted bid value is 75% or less than the estimated amount put to tender.

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

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

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

19. Technical Specification and Quality of Works (To be read in conjunction with “Specification of Works”):

Unless otherwise stipulated, all the works are to be done as per the Technical Specifications of the tender document. Contractor may refer to the relevant PWD (W.B.) Schedule of Rates for the working area including up to date addenda and corrigenda, if any, published by Public Works Department, Government of West Bengal.

20. Deduction of Taxes Etc:

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

21. 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. Relevant PWD(W.B.) Schedule of Rates.
- c. Technical bid
- d. Financial Bid
- e. This NIeQ

22. MOBILISATION ADVANCE:

No Mobilisation Advance and Secured Advance will be allowed.

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

24. Site of work and necessary drawings (as available with Tender Inviting Authority) 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.

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

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

27. 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.

28. A Tenderer is to quote in figures as well as in words, his rates in the BOQ as applicable in his cases.

29. In the event of a tender being submitted by a prospective bidder, it must be signed by a Proprietor / Partner / Director / Member / Employee of the Firm / Company / Labour Co-operative Society / Registered Unemployed Engineers Society, having legal authority to do so in form of registered power of attorney showing clear authorization in his favour, by the rest of the Directors / Partners / Members of such firm / company / Labour Co-operative Society / Registered Unemployed Engineers Society, to submit such tender. The Power of Attorney shall have to be registered in accordance with the provisions of the Registration Act, 1908 and if called for, legal documentations in support thereon must be produced for inspection.

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. Mismatch in Name

All documents uploaded by the Bidder in support of his eligibility/credential for Pre-qualification to participate in this NIE T should be same and identical & with Digital signature certificate (DSC). Minor mismatch like "M/S", "Kr/Kumar", "Co-Op/Co-Operative" etc. has to be legalised/authenticated by the Bidder by uploading of proper Affidavit (duly Notarized) in this regard.

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. Price Adjustment / Price Preference: -Adjustment of Price (increase or decrease) shall not be applicable. The bidders shall quote their rate accordingly considering that no escalation and / or price adjustment will be allowed by the WBFDC Ltd. thereto under any circumstances.

No Price Preference will be allowed for the work under this NIEQ.

Divisional Manager,
Kolkata Forest Corporation Division
West Bengal Forest Development Corp. Ltd.

Memo No. 259/2M-749

Date: 07.03.2024

Copy forwarded for kind information to: -

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

Divisional Manager,
Kolkata Forest Corporation Division
West Bengal Forest Development Corp. Ltd.

Section – B
FORM-I
APPLICATION

To,
Divisional Manager,
Kolkata Forest Corporation Division
West Bengal Forest Development Corp. Ltd.

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

Reference: (NIeQ No.)_____

Dear Sir,

Having examined the Statutory, Non-statutory and NIeQ 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,
Divisional Manager,
Kolkata Forest Corporation Division
West Bengal Forest Development Corp. Ltd.

Dear Sir,

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

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 Firm, Pvt. Ltd. Company or Corporation, Registered Un-employed Engineers' Co-operative Societies / Labour Co- operative Societies

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. (Clause 3.d. of ITB of this NIeT)
- (III) The undersigned would authorize and request any Bank, person, Firm, Government Department 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. (Clause 5 of ITB of this NIeT)
- (V) Certified that I have applied in the tender in the capacity of individual (proprietorship firm) / as partner of a firm / Registered Company / Registered Un-employed Engineers' / Registered Co-operative Societies or Labour Co-operative Societies & I have not applied severally for the same job (Clause 3.h. of ITB of this NIeT)
- (VI) I do not have any litigation in past or present with any Govt./PSU/Semi-Govt. Organisation of State/ Central Government. (Clause 3.n. of ITB of this NIeT)
- (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. (Clause 3.g. of ITB of this NIeT)

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/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 NleQ and any modifications of them approved by the Employer or any further Working drawings/maps or sketches provided 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 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 providing 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 the drawings 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 drawings/maps and /or 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) Any discrepancy in the drawings/maps or between the schedule of Quantities and /or Drawings/Maps and/or Specifications.
- c) The removal from the site of any materials brought thereon by the Contractor and the substitution of any other materials thereof.
- d) The demolition, removal and/or re-execution of any work executed by the Contractor.
- e) The dismissal from the work of any person employed thereupon.
- f) The opening up for inspection of any work covered up.
- g) The rectification and making goods of any defects under Clause hereinafter and those arising during the maintenance period (retention period).

The Contractor shall forthwith comply with and duly execute any work comprised in such 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 shown upon the Drawings/Maps or described in specification or included in the Schedule of Quantities but the Contractor shall make no addition, omission or variation without such authorization or direction. A verbal authority or direction by the Employer, if confirmed by the Contractor in writing within seven days, be deemed to have been given in writing.

No claim for an extra shall be allowed unless it shall have been executed by the Contractor on specific direction on the Authority of Employer as herein mentioned any variation i.e. additions, omissions or substitutions shall vitiate the Contract. The rates of items not included in the Schedule or Quantities shall be settled by the Employer in accordance with the following rules:

- (a) For the rates for the additional, altered or substituted work for items mentioned in the tender, the tender at quoted rates will be applicable.
- (b) For the rates for the additional, altered or substituted work for items not mentioned in the tender, the Contractor shall, within 7 days of the date of receipt of the order to carry out the work, inform the Employer of the rates which it is his intention to charge for such class of work, supported by required documents, vouchers etc. and analysis of rates claimed and the Employer shall determine the rates on the basis of the prevalent market rates and certify for the payment accordingly. The analysis shall be prepared on the basis of actual cost of materials and labour plus 10 (ten) per-cent to cover overhead supervision and profit etc. However, the Employer, by notice in writing, will be at liberty to cancel their order to carry out such work and arrange to carry out as they may consider advisable. But under no circumstances, the Contractor shall suspend the work on the plea of non-settlement of the rates of item falling under this clause.
- (c) Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work price as the net rates stated in the Tender or the schedule of quantities, if not so stated, then in accordance with local day work rates and wages for the district provided that in either case vouchers specifying the daily time (and if required by the Employer the workman's names) and materials used be delivered for verification to the Employer at or before the end of the work following that in which the work has been executed.
- (d) As regards determination of the rates, the decision of the Employer shall be accepted as final. No supplementary items shall be taken up for execution except with prior written approval of the employer. The Employer is not bound to recognize the cost of materials furnished in vouchers and in case the market value of such materials, found to be lower than the depicted in the vouchers the Employer at their discretion will fix the price of such materials based upon market value. The contractor may be asked to produce original bills and /or Cash Memos in respect of purchases of such materials from market. Bills and Cash Memos in this regard shall not be entertained unless purchases are affected from registered regular merchants engaged in the trade of such items.

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 be Contractors have failed to comply with this condition. All equipment required to be maintained are to be kept free from damages due to operation connection with the work. The site shall be made available to the Contractors in the present condition. Site organization within this site boundary shall be the responsibility of the Contractors.

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

9. Protective Measures:

The Contractor from the time of being placed in possession of the site must deploy security guards for watching and protecting the work, the site and surrounding property during their working hour. The Contractor shall indemnify the Employer against any possible damage to the adjoining areas, trees, roads during execution of the work.

10. Access:

The Employers/His Authorised Representatives shall at all times have free access to the work site/and or other places where materials are being kept/stored for the contract and also to any place the materials are lying or from whom they are being obtained and the Contractor shall give every facility to the Employer 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 the work or part thereof shall be executed in the best and most workmanlike manner with materials to the best and approved quality of the respective kinds in accordance with the particulars contained in and implied by the specification and as represented by the drawings/maps or according to such other additional particulars and instructions as may from time to time be given by the Employer during the execution of the work and to their entire satisfaction.

12. Removal of Improper Work:

The Employer shall during the progress of the work have power to order in writing from time to time for the removal of any Improper work within such reasonable time as may be specified in the order, which in the opinion of the Employer are not in accordance with the specifications or their instructions, and the Contractor shall forthwith carry out such an order. The Employer shall have the power to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental there to as certified by the Employer shall be borne by the Contractor or may be deducted by the Employer from any money due or that may become due to the Contractor.

13. Engagement of Technical Personnel :

The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of work will intimate in writing to the Divisional Manager, Kolkata Forest Corporation Division, WBFDCCL for approval of technical personnel to be deployed for the assigned job.

14. Contractor's Employees:

The Contractor shall deploy full time qualified engineers, skilled supervisors for 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 issued 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.

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.

15. Working Hours:

To be intimated at the time of issuance of work order.

16. 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.

17. 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.

18. Sub-contract:

Sub-contracting not allowed.

19. 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.

20. Defect Liability Period:

If the contractor or his workmen or servants or authorized representatives shall break, deface, injure, or destroy any part of building, in which they may be working, or any building, road, road-curbs, fence, enclosure, water pipes, cables, drains, electric or telephone posts or wires, trees, grass or grassland or cultivated ground contiguous to the premises, on which the work or any part of it is being executed, or if any damage shall happen to the work from any cause whatsoever or any imperfection become apparent in it at any time whether during its execution or within a period of five years, hereinafter referred to as the Defect Liability Period, from the actual date of completion of work as per completion certificate issued by the Divisional Manager, Kolkata Forest Corporation Division, West Bengal Forest Development Corporation Limited the contractor shall make the same good at his own expense, or in default, the Divisional Manager, Kolkata Forest Corporation Division, 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 Divisional Manager, Kolkata Forest Corporation Division, 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 contractor from the WBFDC Ltd. or from his security deposit, either full, or of a sufficient portion thereof and if the cost, in the opinion of the Divisional Manager, Kolkata Forest Corporation Division, 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 WBFDC Ltd. to recover the excess cost from the contractor in accordance with the procedure prescribed by any law for the time being in force.

21. Refund of Security Deposit:

- (i) No amount shall be refunded to the contractor prior to the expiry of 3 years from the actual date of completion of work.
- (ii) Security Deposit shall be refunded to the contractor on expiry of 3 years from the actual date of completion of the work.
- (iii) No interest will be paid on the Security Deposit.**

However, refund of Security Deposit shall be subject to clause 20 of General Terms & Conditions of Contract.

22. Materials:

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. The non-availability of the above materials shall not in any way be considered to be an excuse for the extension of time.

23. Method of Measurement:

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

24. Force majeure :

If the work(s) be delayed for the following reasons:

Due to war, internal emergency and other conditions such as abnormally bad weather, flood, cyclone natural calamity or serious loss or damage by fire or civil commotion, the contractor shall immediately give notice thereof in writing to the Divisional Manager, Kolkata Forest Corporation Division, WBFDC Ltd. but shall nevertheless use constantly his/her best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Divisional Manager, Kolkata Forest Corporation Division, WBFDC Ltd. to proceed with the works.

25. PAYMENT:

While making any payment to the Contractor, initially only 80% of approved bill amount will be paid. The contractor shall have to make full payment of applied GST on approved bill amount and the contractor shall have to submit the GSTR-1 and GSTR-3B against paid GST. Once WBFDC is able to take input tax credit in GSTR-2B then immediately the contractor will get balance 20% of approved bill amount. If the contractor fails to deposit the GST amount of approved bill / doesn't submit GSTR-1 and GSTR-3B, withheld 20% of approved bill amount will be forfeited.

26. Final Payment:

Within 10 (Ten) days of completion of work, the contractor shall give notice of such completion to the Divisional Manager, Kolkata Forest Corporation Division, West Bengal Forest Development Corporation Limited and within 14 (Fourteen) days of receipt of such notice, the Divisional Manager, Kolkata Forest Corporation Division, West Bengal Forest Development Corporation Limited shall inspect the work, and if there is no defect in the work, he/she shall furnish to the contractor a final certificate of completion. Otherwise, a provisional certificate of physical completion indicating defects (a) to be rectified by the Contractor and/or (b) for which payment will be made at reduced rates, shall be issued. Such reduced rate is to be imposed with the approval of General Manager (HQ), WBFDC Ltd. Final Payment will be subject to availability of fund, administrative approval and financial sanction from the competent authority.

27. Compensation for delay:

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence. If the contractor fails to commence and/or maintain required progress and/or fails to complete the work and clear the site on or before the end of contract period or extended date of completion, he/she shall, without prejudice to any other right or remedy available under the law on account of such breach, pay as agreed compensation to the implementing Department. This will also apply to items or group of items for which a separate period of completion has been specified.

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

Provided always, that the total amount of compensation for delay, to be paid under this clause shall not exceed 10% of the tendered value of work or the tendered value of the item or group of items of the work, for which a separate period of completion is originally given.

The amount of compensation may be adjusted or set-off against any sum payable to the contractor under this contract, if the contractor catches up with the progress of work subsequently, part or full of the desired progress as per the contract in accordance with the decision of the Tender Accepting Authority, under powers delegated by WBFDC to be communicated by the Divisional Manager, Kolkata Forest Corporation Division, WBFDC Ltd., the withheld amount shall be released. However, no interest, whatsoever, shall be payable on such withheld amount.

28. Substitution:

Should the Contractor desire to substitute any materials and workmanship, he must obtain the approval of the Employer, in writing for any such substitution well in advance.

29. Escalation of Prices:

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

30. Damage to Persons and Property:

The Contractor shall be responsible for all injury to persons/labourers, animals or things, and for all damage to the public or private property which may arise from the operations or neglect of himself 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 clause shall be held to include, inter alia, any damage to persons/labourers, animals or things, and for all damage to the public or private property, 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 be 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 contract

31. Termination of Contract by Employer:

If the contractor (being an individual or a firm) commit any act of insolvency or shall be adjudged 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 reasonable satisfaction of the employer that he is able to carry out and fulfil 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 contractor 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,
- e) has neglected or failed persistently to observe and perform all or any of the acts, matter or things by this contract to be observed and performed by the Contractor for 7 days after written notice shall have been given to the contract requiring the Contractor to observe or perform the same, or
- f) has to the detriment of good workmanship or define of the Employers instruction to the contrary sub-contract 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 employee the by means of his own representative and workman in carrying on and completing the work or by employing any other contractors or other persons or person to complete the work, and the contractor shall not in any way interrupt, or do any matter or thing to prevent or hinder such other contractor or other person or persons employed for completing and finishing or using the materials and plant for the work when the works shall be completed or as soon thereafter as convenient, the 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.

32. Settlement of Dispute, Arbitration:

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

Divisional Manager
Kolkata Forest Corporation Division
West Bengal Forest Development Corp. Ltd.

QUALITY ASSURANCE OF THE WORK

1. The contractor shall procure all the materials at least in advance so that there is sufficient time to testing and approving of the materials and clearance of the same before use in work.
2. All materials brought by the contractor for use in the work shall be got checked from the Tender Inviting Authority or his Authorised Representative of the work on receipt of the same at site before use.
3. The contractor shall be fully responsible for the safe custody of the materials issued to him even if the materials are in double lock and key system.
4. There shall be pre dispatch factory inspection for all major equipment.
5. The testing charges shall be borne by the bidder.
6. The contractor shall facilitate the inspection at manufacturing works. Any transportation, freight, loading & unloading and for testing at the manufacturing works shall be included in the price quote.
7. Quality standards shall conform to latest IS/ ISO-9001:2015.
8. Unless otherwise provided in the Schedule of Quantities/Specifications, the rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the work and nothing extra shall be payable to him on account of the same.
9. Other agencies doing works related with this project may also simultaneously execute their works and the contractor shall afford necessary facilities for the same. The contractor shall work with the agencies who is providing the electrical connection for the AC units. The contractor should drill necessary holes, openings etc. as required as per direction of Engineer In Charge and provide any conduits, clamps, boxes and hooks etc. as may be required for the satisfactory completion of work. Nothing extra over the Agreement rates shall be paid for doing these.
10. Some restrictions may be imposed by the security staff etc. on the working and for movement of labor, materials etc. The contractor shall be bound to follow all such restrictions/instructions and nothing extra shall be payable on account of the same.
11. The contractor shall fully comply with all legal orders and directions of the Public or local authorities or municipality and abide by their rules and regulations and pay all fees and charges for which he may be liable in this regard. Nothing extra shall be paid/reimbursed for the same.
12. The contractor shall take instructions from the Tender Inviting Authority for stacking of materials. No packing / other materials etc. shall be stacked /collected in areas where other buildings, roads, services, compound walls etc. are to be constructed and should be removed immediately once work is complete.
13. It shall be ensured by the contractor that no electric live wire is left exposed or unattended to avoid any accidents in this regard.
14. On all newly installed/ replaced/ repaired units, instruments and fixtures contractor shall provide free maintenance for a period of 1 years from date of successful commissioning of the newly installed/ replaced/ repaired units, instruments and fixtures. No additional cost will be paid to the contractor in this regard. Bidders are advised to consider all probable incidental charges for maintaining the instrument and fixtures for a period of 3 years from date of successful commissioning in their price bid.

If the contractor fails/ rejects to maintain the same or shows negligence towards maintenance, Security Deposit lying with the Tender Inviting Authority will be forfeited and penal action will be taken against the contractor as per existing financial rules of Government of West Bengal.