



Office of the Ex-Officio Manager (HQ), Green Projects Wing,
West Bengal Forest Development Corporation Limited

E-Tender for Selection of bona-fide persons/ agencies/ companies, including consortium and partnership firms for
Supply of Manpower for the Office of The Chief Executive Officer, Green Projects Wing, West Bengal
Forest Development Corporation Limited, 'Aranya Bikash' KB 19, Sector- III, Salt Lake, 1st Floor,
Kolkata-700106

NIT No: GPW/Manpower/NIT-02(e)/2021-22 (2nd Call)

**Office of the Ex-Officio Manager (HQ), Green Projects Wing,
West Bengal Forest Development Corp. Ltd. &
'Aranya Bikash' 1st floor, KB 19, Sector-III, Salt Lake, Kolkata-700106
Email Id : info@wbgreenprojects.com**

Memo. No. 95/GPW/3D-305

Date: 09/02/2021

Notice Inviting Tender No: GPW/Manpower/NIT-02(e)/2021-22 (2nd Call)

Tender for Supply of Manpower for the Office of The Chief Executive Officer, Green Projects Wing, West Bengal Forest Development Corporation Limited, 'Aranya Bikash' KB 19, Sector- III, Salt Lake, 1st Floor, Kolkata-700106

The Ex-Officio Manager (HQ), Green Projects Wing, West Bengal Forest Development Corporation Limited e-tenders for the following work(s) from the eligible persons/ agencies/ companies, including consortium and partnership firms as detailed in the table below. [Collection (downloading) and Submission (uploading) of Tender can be made online through the website <https://wbtenders.gov.in> only].

Name of Project	Estimated Amount Put to tender (Rs.)	Amount of Earnest Money to be deposited (Rs.)	Cost of tender documents (Tender Fees, in Rs.)	Period of Completion of the work
Supply of Manpower for the Office of The Chief Executive Officer, Green Projects Wing, West Bengal Forest Development Corporation Limited, 'Aranya Bikash' KB 19, Sector- III, Salt Lake, 1st Floor, Kolkata-700106	29,18,188.00/- (including all statutory taxes)	58,364.00/- (2% of the amount put to tender)	NIL	12 months (From the date of issue of work order)

The Ex-officio Manager (HQ), Green Projects Wing, WBFDC Ltd. reserves the right to cancel any subsequent phase/ phases without assigning any reason thereof.

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. 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.

Requirement of Manpower Details

SCHEDULE OF CONTRCT FOR

MANPOWER DEPLOYMENT at the OFFICE OF THE CHIEF EXECUTIVE OFFICER, GREEN PROJECTS WING, WBFDC Ltd.

‘Aranya Bikash’ KB 19, Sector- III, Salt Lake, 1st Floor, Kolkata-700106

Sl. No.	Nature of Work	No. of Personnel to be engaged*	Shift	Place of posting
1	Assistant Accountant	2	10.00 AM to 5.30 PM	Office of The Chief Executive Officer, Green Projects Wing, WBFDC Ltd. ‘Aranya Bikash’ KB 19, Sector- III, Salt Lake, 1st Floor, Kolkata-700106
2	Personnel for Multitasking job	6	09.30 AM – 06.00 PM	Office of The Chief Executive Officer, Green Projects Wing, WBFDC Ltd. ‘Aranya Bikash’ KB 19, Sector- III, Salt Lake, 1st Floor, Kolkata-700106
3	Security Personnel (Unskilled)	3	06.00 AM – 02.00 PM 02.00 PM – 10.00 PM 10.00 PM – 06.00 AM	Office of The Chief Executive Officer, Green Projects Wing, WBFDC Ltd. ‘Aranya Bikash’ KB 19, Sector- III, Salt Lake, 1st Floor, Kolkata-700106
4	Housekeeping Staff (Unskilled)	4	08.00 AM – 4.30 PM 09.30 AM – 06.00 PM	Office of The Chief Executive Officer, Green Projects Wing, WBFDC Ltd. ‘Aranya Bikash’ KB 19, Sector- III, Salt Lake, 1st Floor, Kolkata-7001066

NOTE# Housekeeping includes providing Security, sweeping, cleaning and scavenging services etc. as per Finance Dept. (Audit Br.), Govt. of W.B. Notification No. 8902-F(Y) dated 19.12.2013.

*Above figures are tentative only; requirements may vary time to time. Contractor will be liable to supply any number of manpower as deemed fit by the employer.

Minimum Eligibility Criteria of Manpower for Housekeeping Services

Sl No	Job Description	Educational Qualification	Age
1	Security Personnel (Unskilled)	XII passed and above (Desirable Ex-Army)	Minimum 18 years (Medically and physically fit)
2	Housekeeping Staff (Unskilled)	VIII passed and above	Minimum 18 years (Medically and physically fit)
3	Personnel for Multitasking job	XII passed and above	Minimum 18 years (Medically and physically fit)

4	Assistant Accountant	Bachelor of Commerce with experience in working with Tally Software	Minimum 18 years (Medically and physically fit)
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Scope of Work

Sl. No.	Job Description	Work	
1	Security Personnel	1	Opening and closing of the office/Building
		2	Maintaining of Visitor's Register.
		3	Safeguarding of all kinds of properties.
		4	Baring unauthorized entry & exit of Goods & Materials.
		5	Guard against trespassing.
		6	To handle fire-fighting equipment.
		7	Monitoring with CCTV camera.
		8	To ensure that all the rooms are locked during non-office hours and opened at the beginning of office hours.
		9	The security guard shall ensure that all the electricalequipment, instruments, lights etc. should be switched off during non-office hours.
		10	The Authority shall have the right to allot such other duties relating to security arrangements as may be necessary from time to time.
2	Housing keeping Services	1	Daily sweeping & mopping Officer's Chamber, Office Cabins, Office Rooms, Office Corridor, flight of stairs running down from 1 st floor to ground floor with phynile. Cleaning of Toilet and Water Closet daily. Thorough Cleaning of Wash Basin, Urinal, Commode with Harpic daily. Placing Urinal Screen Mat, Wash Basin Fragrance Cube. Maintaining general cleanliness and hygiene in office.
		2	Dusting all tables, furniture, equipment, their peripherals, fixtures, fans, accessories etc. on daily basis. Cleaning of all window glasses and grills, window panes with Surface Cleaner weekly. Sanitizing the Officer's Chamber, Office Cabins, Office Rooms, Office Corridor weekly.
		3	Disposal of waste in daily basis.
		4	Daily washing and placing of Towels in Officer's Chamber and Toilet.
		5	The Authority shall have the right to allot such other duties relating to Housekeeping Services as may be necessary from time to time.
3	Multitasking Job	1	Maintaining of Flower Tubs in Office Corridor.
		2	Storage of fresh drinking water and serving to Officers, staff and visitors.
		3	Photocopying, scanning& sending letters by post.
		4	Preparing and serving refreshment to Officers, Staff, Guests.
		5	To assist Officers & Staff in discharging their duties.
		6	The Authority shall have the right to allot such other duties as may be necessary from time to time.

4	Assistant Accountant	1	Preparing accounts and tax returns
		2	Compiling and presenting financial and budget reports
		3	Reconcile accounts payable and receivable
		4	Ensure timely bank payments
		5	Manage balance sheets and profit/loss statements
		6	Ensure that financial statements and records comply with laws and regulations
		7	Keeping account books and systems up to date.
		8	To assist Officers & Staff in discharging their duties.
		9	The Authority shall have the right to allot such other duties as may be necessary from time to time.

Job description	Description of Wages & Allowance as per Minimum Wages Act		Amount per person per month (In Rs.)	Total Amount
Security Personnel (UNSKILLED)	1	Minimum Wages (Basic Wages)	8,904.00 (Not to be quoted)	Total amount (mounthly) = 11,094.00
	2	Bonus @ 8.33% (on S.No-1)	742.00 (Not to be quoted)	
	3	PF @ 13.00% (On S.No-1)	1,158.00 (Not to be quoted)	Total amount (yearly) = 1,33,128.00
	4	ESI @ 3.25% (on S. No.1)	290.00 (Not to be quoted)	
Total wages annually for 3 nos. of Security Personnel (UNSKILLED) =				3,99,384.00

Job description	Description of Wages & Allowance as per Minimum Wages Act		Amount per person per month (In Rs.)	Total Amount
Housekeeping (UNSKILLED)	1	Minimum Wages (Basic Wages)	8,904.00 (Not to be quoted)	Total amount (mounthly) = 11,094.00
	2	Bonus @ 8.33% (on S.No-1)	742.00 (Not to be quoted)	
	3	PF @ 13.00% (On S.No-1)	1,158.00 (Not to be quoted)	Total amount (yearly) = 1,33,128.00
	4	ESI @ 3.25% (on S. No.1)	290.00 (Not to be quoted)	
Total wages annually for 4 nos. of Housekeeping Personnel (UNSKILLED) =				5,32,512.00

Job description	Description of Wages & Allowance as per Minimum Wages Act		Amount per person per month (In Rs.)	Total Amount per Month/Year
Personnel for Multitasking job	1	Minimum Wages (Basic Wages)	9,795.00 (Not to be quoted)	Total amount (mounthly) = 12,204.00
	2	Bonus @ 8.33% (on S.No-1)	816.00 (Not to be quoted)	
	3	PF @ 13.00% (On S.No-1)	1,274.00 (Not to be quoted)	Total amount (yearly) = 1,46,448.00
	4	ESI @ 3.25% (on S. No.1)	319.00 (Not to be quoted)	
Total wages annually for 6 nos. of Multitasking Job Personnel				8,78,688.00

Job description	Description of Wages & Allowance		Amount per person per month (In Rs.)	Total Amount per Month/Year
Assistant Accountant	1	Minimum Wages	13,500.00 (Not to be quoted)	Total amount (mounthly) = 16,819.00
	2	Bonus @ 8.33% (on S.No-1)	1,125.00 (Not to be quoted)	
	3	PF @ 13.00% (On S.No-1)	1,755.00 (Not to be quoted)	Total amount (yearly) = 2,01,828.00
	4	ESI @ 3.25% (on S. No.1)	439.00 (Not to be quoted)	
Total wages annually for 2 nos. of Assistant Accountant Personnel				4,03,656.00

Total wages for 3 nos. of Security Personnel, 4 nos. of Housekeeping Personnel, 6 nos. of Multitasking Personnel, 2 nos. of Assistant Accountant Personnel = (3,99,384.00+5,32,512.00+8,78,688.00+4,03,656.00) = A =

22,14,240.00
(Not to be quoted)

Description	Amount (Rs.)	Quoted Service Charge (Rs.)
Maximum Service Charge	1,77,717.60	

Bidders are allowed to quote (-) less only on maximum service charge. Bidders quoting rate (+) above maximum service charge will be disqualified.

Schedule of Dates:

Sl. No.	Particulars	Date & Time
1	Date of uploading N.I.T. Documents - Online (Publishing Date)	17/02/2022 at 10.00 AM
2	Documents download start date (Online)	17/02/2022 at 10.00 AM
3	Documents download end date (Online)	03/03/2022 at 05.00 PM
4	Bid submission start date (Online)	17/02/2022 at 10.00 AM
5	Bid submission closing date (Online)	03/03/2022 at 05.00 PM
6	Bid opening date for Technical Proposal (Online)	05/03/2022 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 TENDER (NIT) (to be submitted in “NIT” Folder).
- ii. Section B (Form I, Form II, Form III, Form IV and AFFIDAVIT – Y) (to be submitted in “FORMS” Folder).
- iii. Instructions to Bidders. (to be submitted in “ITB” Folder)

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

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

vi. Drawing if Any to (“DRAWING” Folder)

Note:

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

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

B. My Document (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	I.T. PAN Card, ESI & EPF Registration Certificate
			5	Voter ID Card / Aadhar Card
			6	Enlistment Certificate/ Trade License for similar nature of work.
			7	Valid License from Home (Police) Department for engagement of private security agency.
			8	ESI and EPF up to date payment certificate
			9	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	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.
D.	EQUIPMENTS	PLANTS &MACHINERIES	1	Authenticated copy of invoice, challan and way bill (Machinery/Tools/Equipment)
E.	FINANCIAL (INFO)	Turnover	1	Last Three years Audited Balance Sheet
		PAYMENT CERTIFICATE	2	Only Payment Certificate of work issued by the Concerned authority and not the TDS certificate
Inclusive of all other Govt. Rules for attending tender.				
F	Declaration	DETAILS OF STAFF	1	An affidavit mentioning the name and details of the Staff.

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 Agency Service Charge in the space marked for quoting rate in the BOQ. Maximum Agency Service charge will be allowed is 10% of the Basic Wages. For bidders who will quote Service Charge exceeding 10% of the Basic wages will be treated as disqualified.

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 been all necessary permission, registration and license as applicable. The bidder should have valid PAN, GSTIN Registration, ESI and EPF registrations.

(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, Voter ID card/ Aadhar Card, Trade licence for similar nature of work and Valid License from Home (Police) Department for engagement of private security agency, EPF & ESI up to date payment certificate 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-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 landscaping and 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 bank finds that there are any wrong details, mis-representation or false declarations given by the Tenderer / Bidder, the bank shall have the right to disqualify and / or black list the firm and take other action as deemed necessary.

(m) Tenderers has to produce duly self-attested supporting documents/certificate from the employer/client with whom they have worked. Audited Balance Sheet duly certified by the Chartered Accountant and valid payment certificate issued by the Govt. Organisation/PSU/Semi Govt. Organisation along with the application (online).

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

(o) 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.

(p) All the participants have to upload undertaking that they do not have any litigation that past or present with any Govt./PSU/Semi-Govt. Organisation of the State.

(q) The eligibility of a bidder will be ascertained on the basis of the attached documents uploaded using digital signature in support of the minimum criteria and the declaration executed through prescribed affidavit in non-judicial stamp paper (must be upload both sides of Stamp Paper) of appropriate value duly 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 GPW, 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 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 GPW, 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 GPW/ 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 the Government. The Ex-officio Manager (HQ), Green Projects Wing, West Bengal Forest Development Corp. Ltd.. 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 Ex-officio Manager (HQ), Green Projects Wing, West Bengal Forest Development Corp. Ltd.. who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all the tenders received without assigning any reason thereof.
- (f) The Contractor/Bidder should see the site of works and Tender Documents 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, availability of drinking water and other human requirements 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 Ex-officio Manager (HQ), Green Projects Wing, West Bengal Forest Development Corp. Ltd. for seeking permission for utilization of land at the close proximity of the site for arranging required godown for storing of materials, labour shed 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 Ex-officio Manager (HQ), Green Projects Wing, West Bengal Forest Development Corp. Ltd.. Once an order to the effect is issued from The Ex-officio Manager (HQ), Green Projects Wing, West Bengal Forest Development Corp. Ltd. 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 GPW, WBFDC Ltd. and the bidder/contractor penalized in terms of provisions in the notice of the tender (Sl. 10 of ITB).

16. Verification of credentials/onsite projects:

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

17. Cancellation of Tender :

The Ex-officio Manager (HQ), Green Projects Wing, West Bengal Forest Development Corp. Ltd. reserves the right to cancel this N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.

18. Security Deposit:

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. 201-F(Y) Date: 18th January, 2021, Finance Department, Audit Branch, Government of West Bengal).

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

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

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

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

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

If the bidder fails to complete the works successfully, the Additional Performance Security along with Security Deposit lying with the GPW/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. The project should be executed as per current procedure and practice of Directorate of Forests, Govt. 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. 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 three months or six month or one year or three years or five years, as the case may be (depending upon the nature of the work as described in the explanation appended hereto) hereinafter referred to as the Defect Liability Period, from the actual date of completion of work as per completion certificate issued by The Ex-officio Manager (HQ), Green Projects Wing, West Bengal Forest Development Corp. Ltd. the contractor shall make the same good at his own expense, or in default, The Ex-officio Manager (HQ), Green Projects Wing, West Bengal Forest Development Corp. Ltd. may cause the same to be made good by other workmen and deduct the expense (of which the certificate of The Ex-officio Manager (HQ), Green Projects Wing, West Bengal Forest Development Corp. Ltd. 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 Green Projects Wing, WBFDC Ltd. or from his security deposit, either full, or of a sufficient portion thereof and if the cost, in the opinion of t The Ex-officio Manager (HQ), Green Projects Wing, West Bengal Forest Development Corp. Ltd. (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 Green Projects Wing, 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.

22. 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. Technical Specifications
- d. General Terms and Conditions
- e. Relevant PWD(W.B.) Schedule of Rates, Directives from West Bengal Labour Commission
- f. Instructions to Bidders

23. MOBILISATION ADVANCE/ COST OVER RUN:

No Mobilisation Advance and Secured Advance will be allowed.

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

25. Site of work may be handed over to the successful Tenderer along with the work order or in a phase wise manner as deemed fit by The Ex-officio Manager (HQ), Green Projects Wing, West Bengal Forest Development Corp. Ltd.. No claim in this regard will be entertained.

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

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

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

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

30. No tenderer shall be deemed to be fit for consideration unless the tender documents are fully and completely filled in. All information that may be asked from the Tenderer must be unequivocally furnished. The eligibility of a Tenderer will be ascertained on the basis of the documents submitted by a Tenderer in support of eligibility criteria. If any document submitted by a Tenderer is found to be incomplete/incorrect/ manufactured / fabricated or false, his Tender will be out rightly rejected at any stage and legal action will be taken against him.

31. A Tenderer is to quote in figures as well as in words, his rates in the following forms as applicable in his cases against the estimated value put to tender of the tender form (BOQ).

32. In the event of a tender being submitted by a firm, it must be signed by a member or members of the firm having legal authority to do so and if called for, legal documentations in support thereon must be produced for inspection and in the case of a firm carried out by one member or a joint family it must disclose that the firm is duly registered under the Indian Partnership Act.

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

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

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

36. 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 GREEN PROJECTS WING, Wbfdcl IN DECIDING ON THE RATE REVISIONS (IF NEEDED).

Ex-Officio Manager (HQ), Green Projects Wing,
West Bengal Forest Development Corp. Ltd.

Memo. No. 95/GPW/3D-305

Date: 09/02/2021

Copy forwarded for kind information to: -

- 1) The Chief Executive Officer, Green Projects Wing, West Bengal Forest Development Corp. Ltd.
- 2) The Ex-Officio General Manager, Green Projects Wing, West Bengal Forest Development Corp. Ltd.
- 3) The Guard File
- 4) Notice Board

Ex-Officio Manager (HQ), Green Projects Wing,
West Bengal Forest Development Corp. Ltd.

Section – B
FORM-I
APPLICATION

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

To,
Ex-Officio Manager (HQ), Green Projects Wing,
West Bengal Forest Development Corp. Ltd.

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,
Ex-Officio Manager (HQ), Green Projects Wing,
West Bengal Forest Development Corp. Ltd

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 Ex-officio Manager (HQ), Green Projects Wing, West Bengal Forest Development Corp. Ltd. 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. Work :

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

2. Interpretations:

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

- (I) The term EMPLOYER/AUTHORITY shall mean The Ex-officio Manager (HQ), Green Projects Wing, West Bengal Forest Development Corp. Ltd. 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 Ex-officio Manager (HQ), Green Projects Wing, West Bengal Forest Development Corp. Ltd..
- (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. Scope of works:

Scope of work includes furnishing all materials, labour, tools, equipment and management necessary for and incidental to the completion of the work. Mechanisation as approved by the Employer is preferred. All work during its progress and upon completion shall conform to lines as furnished by the employer. 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 requisition of manpower through written instructions, details, direction and explanations which are hereafter collectively referred to as the Employer's instructions.

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. No work, for which rates are not specifically mentioned in the priced schedule of quantities, shall be taken up without written permission of the Employer. Rates of items not mentioned in the Priced Schedule of Quantities shall be fixed by the Employer, as provided in Clause VARIATION. If complete with the Employer's instructions as aforesaid involves work and/or loss beyond that contemplated by the Contract then, unless the same were issued owing to some breach of this contract by The Contractor, the Employer shall pay to the Contractor the price of the said work an extra to be valued as hereinafter provided and /or loss.

4. Variations:

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.

(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.

5. Deviations:

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

6. Site Conditions:

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

7. Persons Tendering shall visit SITE Etc.

Persons tendering shall visit the site and make themselves thoroughly acquainted with the Nature and requirements of the case, facilities of transport, conditions affecting labour and materials and 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 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. The quantities given in the schedule of quantities are only indicative and are liable to modification. 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.

9. 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.

10. 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.

11. 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 three months or one year or three years or five years, as the case may be (depending upon the nature of the work as described in the explanation appended hereto) hereinafter referred to as the Defect Liability Period, from the actual date of completion of work as per completion certificate issued by The Ex-officio Manager (HQ), Green Projects Wing, West Bengal Forest Development Corp. Ltd.. the contractor shall make the same good at his own expense, or in default, The Ex-officio Manager (HQ), Green Projects Wing, West Bengal Forest Development Corp. Ltd. may cause the same to be made good by other workmen and deduct the expense (of which the certificate of The Ex-officio Manager (HQ), Green Projects Wing, West Bengal Forest Development Corp. Ltd.. 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 Green Projects Wing, WBFDC Ltd. or from his security deposit, either full, or of a sufficient portion thereof and if the cost, in the opinion of The Ex-officio Manager (HQ), Green Projects Wing, West Bengal Forest Development Corp. Ltd. (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 Green Projects Wing, 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.

12. 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. 201-F(Y) Date: 18th January, 2021, Finance Department, Audit Branch, Government of West Bengal).

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

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

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

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

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

If the bidder fails to complete the works successfully, the Additional Performance Security along with Security Deposit lying with the GPW/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.

13. PAYMENT:

No running account bill payment shall be normally made for works less than 30 (Thirty) percent of Tendered Value or up to Rs 25.00 lakh, whichever is less, till after the whole of the work shall have been completed and certificate of completion given. For works of tendered value above Rs 25.00 lakh, for running account bill payment, the contractor shall on submitting a bill of at least Rs 25.00 lakh there for, be entitled to receive a payment proportionate to the part thereof, approved and passed by The Ex-officio Manager (HQ), Green Projects Wing, West Bengal Forest Development Corp. Ltd., whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payments by way of advance against the final measured bill payment only and not as payments for work actually done and completed, and shall not preclude the bad, unsound, and imperfect or unskilful work which is to be removed and taken away and reconstructed, or re-erected or to be considered as an admission of the due performance of the contract, or any part thereof, in any respect, or the accruing of any claim, nor shall it conclude, determine or affect in any way the powers of The Ex-officio Manager (HQ), Green Projects Wing, West Bengal Forest Development Corp. Ltd.. under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work, otherwise The Ex-officio Manager (HQ), Green Projects Wing, West Bengal Forest Development Corp. Ltd.'s certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

14. Final Payment:

Within 10 (Ten) days of completion of work, the contractor shall give notice of such completion to The Ex-officio Manager (HQ), Green Projects Wing, West Bengal Forest Development Corp. Ltd. and within 14 (Fourteen) days of receipt of such notice, The Ex-officio Manager (HQ), Green Projects Wing, West Bengal Forest Development Corp. Ltd. 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 Ex-officio General Manager, Green Projects Wing, WBFDC Ltd. Final Payment will be subject to availability of fund, administrative approval and financial sanction from the competent authority.

15. Substitution:

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

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

The Contractor shall be responsible for all injury to persons/labourers, animals or things, and for all damage to the plantation/or adjacent forest property which may arise from the operations or neglect of himself or of any sub-contractor or of any of his sub-contractor's employees, whether such injury or damage arises from carelessness, accident or any other cause whatever in any way connected with the carrying out of his contract. This causes shall be held to include, internally, any damage to plantation, whether immediately adjacent or otherwise and any damage to roads, footpaths, bridges or ways forming the subject of this contract by frost, rain, wind or other inclemency of the weather.

The contractor shall indemnify the employer and held them harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of Government or other wise and also in respect of any award or compensation or the Contractor shall restore and repair all damage of every sort mentioned in this clause so as to deliver up to the whole of contract works complete and perfect in every respect so as to make good or otherwise satisfy all claims for damage to the property of the third parties. The contractor shall indemnify the Employer against all claims which may made against the Employer by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense arrange to effect and maintain, until the completion of the contractor with any approved Insurance Company, a policy of insurance in the joint policy or policies with the Employer from time to time during the currency of this contract, and

shall duly and punctually pay the premium payable thereof and if so required produce receipts for such payments, for the inspection of the Employer. The Contractor shall also indemnify the Employer against all claims which may be made upon the Employer, whether under the workman's Compensation Act or any other Statute in force during the currency of this contract or common law in respect of any injury to any of the contractor's or /and sub-contractor workmen or labour and shall at his own expense effect and maintain until the completion of the contract, with the approved Insurance Company a policy of Insurance in the joint names of the Employer and the Contractor against sub-risks and deposit such policy or policies with the Employer from time to time during the currency of this contract. The Contractor shall be responsible for anything which may be excluded from the Insurance Policies above referred to and also for all other damage to any property arising out of an incidental to the negligent or defective carrying out of this contract. The Contractor shall also indemnify the Employer in respect of any costs, charges or expenses arising out of any claims or proceeding and also in respect of any award of compensation of damages arising therefore the Employer shall be at liberty and have the power to deduct the amount of any damages, compensation costs, charges and expenses arising or to become due or to become due to the Contractor. The Contractor shall on signing the contract, issue the works and keep them insured (the works and keep them insured) until the Completion of the contract against loss or damage by the fire and /or earthquake with any approved Insurance Company in the joint name of the Employer and the Contractor for the full amount of the contract and for any further sum if called upon to be so by the Employer the premium of such further sum being allowed to the Contractor as an authorized extra. Such policy shall cover the property of the Contractor or of any sub-contractor or Employees. The Contractor shall deposit the policy and receipts for the premium with the Employer within 21 days from the date of signing the contract unless otherwise instructed by the Employer. In default of the Contractor insuring as provide above, the Employer on his behalf may so insure and may deduct the premium paid from any money due or which may become due to the Contractor. The Contractor shall as soon as the claim under the policy is settled or the work reinstated by the Insurance Company should they elect to do so, proceed with all due diligence with the completion of the work in the same manner as through the fire had not occurred and in all respect under the same conditions of contract. The contract shall in case of rebuilding or reinstatement after fire shall be entitled to such extension of time for completion as the Employer may deem fit.

17.Termination of Contract by Employer:

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

- a) has abandoned the contract, or
- b) has failed to commence the work, or has without any lawful excuse under these conditions suspended the progress of the work for 14 days after receiving from the Employer written notice to proceed, or
- c) has failed to proceed with the work such due diligence and failed to make such due progress as would enable the work to be completed within the time agreed upon, after receiving from Employer to employ more men, or,
- d) has failed to remove materials from site or to pull down and retained work within 7 days after receiving from the Employer as written notice that the said materials or work were condemned or rejected by the Employer under those conditions, or,
- 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-let any part of the contract.

Then and in any of the said causes the employer not withstanding any previous order after giving 7 (Seven) days notice in writing to the contractors, determine the contract, but without thereby affecting the powers of the 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 tools, shades, machinery and other power tools, utensils and materials, lying upon the premises or the adjoining land or roads and use the same as his own property or may employ the by means of his own representative and workman in carrying on and completing the work or by employing any other contractors or other persons or person to complete the work, and the contractor shall not in any way interrupt, or do any matter or thing to prevent or hinder such other contractor or other person or persons employed for completing and finishing or using the materials and plant for the work when the works shall be completed or as soon thereafter as convenient, the employer shall give a notice in writing to the contractor to remove his surplus materials and plant and should the contractor failed to do so within a period of 14 (Fourteen) days after receipt thereof by him the employer may sell the same by public auction and shall give credit to the contractor or for the amount so realised.

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

18. Settlement of Dispute, Arbitration:

Except where otherwise provided in the Contract, all questions and disputes relating to the meaning of the specifications, and instruction herein before mentioned and as to the quality of workmanship or as to any other question, claim, rights, matter, or things whatsoever, in any way arising out of or relating to the contract, 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 Chief Executive Officer, Green Projects Wing, WBFDC Ltd. Should the Chief Executive Officer, Green Projects Wing, 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.

Ex-Officio Manager (HQ), Green Projects Wing,
West Bengal Forest Development Corp. Ltd.