Office of the Ex-Officio Divisional Manager, WBFDCL & Divisional Forest Officer, Bankura (North) Division West Bengal Forest Development Corp. Ltd.

E-Tender for Selection of bona-fide persons/agencies/companies to undertake Carriage of harvested produce (SAL) 2022-23 from different felling sites/coupes of Bankura District to Sonamukhi central Depot of Sonamukhi Range under Ex-Officio Divisional Manager, WBFDCL & Divisional Forest Officer, Bankura (North) Division, West Bengal Forest Development Corporation Limited

e-NIT No. WBFOR/BNK/CFC/NIT(e)-13(Carriage)22-23

Office of the Ex-Officio Divisional Manager, WBFDCL &
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Memo No. 2561/17-e *** Date: 18.10.2022

e-Notice Inviting Tender No. WBFOR/BNK/CFC/NIT(e)-13(Carriage)22-23

Tender for Carriage of harvested produce (Sal) 2022-23 from different felling sites/coupes of Bankura District to Sonamukhi **Depot of** Sonamukhi **Range under Ex-Officio Divisional Manager, WBFDCL & Divisional Forest Officer, Bankura (North) Division, West Bengal Forest Development Corporation Limited**

The Ex-Officio Divisional Manager, WBFDCL & Divisional Forest Officer, Bankura (North)Division, West Bengal Forest Development Corp. Ltd. invites e-tenders for the following work(s) from the eligible persons/agencies/companies 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].

Carriage of harvested produce (Sal) 2022-23 from different felling sites/coupes of Bankura District to Sonamukhi central Depot of Sonamukhi Range under Ex-Officio Divisional Manager, WBFDCL & Divisional Forest Officer, Bankura (North) Division, West Bengal Forest Development Corporation Limited	
Item of works	Loading into Truck
	Carriage up to depot from felling site
	Unloading at Depot
Felling Site	Dakhinsole JFMC Sal CFC, Buriangari JFMC Sal CFC, Bhula JFMC Sal CFC, Korasuli JFMC Sal CFC, Manikbazar JFMC Sal CFC, Dhansimla West JFMC Sal CFC
Location of Depot	Sonamukhi Central Depot

Every year Bankura (North) Division executes harvesting operation within the jurisdiction of all Territorial Divisions of Central Circle, under Bankura District. The operation is carried out following working plan guidelines and in areas handed over by them. So, it is difficult to ascertain beforehand that how much areas will be harvested and could be the possible quantity of outturn. It depends upon many factors total areas felled, crop density, quality of produce and involvement of concerned JFMCs, apart from timing of handing over those areas, local socio-economic conditions climate etc. So, approximation of possible outturn can only be done after survey-demarcation and sample plot reports. However, the final quantity of Produce becomes certain only when harvesting is over.

This tender is invited against the work consist of harvesting of CFC produces (Sal) 2022-23 from various felling sites/coupes of Bankura District to Sonamukhi Depot of Sonamukhi Range under Ex-Officio Divisional Manager, WBFDCL & Divisional Forest Officer, Bankura (North) Division, WBFDCL (or Territorial depots and other suitable locations as directed by the undersigned with in those districts), along with I.T.C. and J.P.C.

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
Carriage of harvested produce (Sal) 2022-23 from different felling sites/ coupes of Bankura District to Sonamukhi central Depot of Sonamukhi Range under Ex-Officio Divisional Manager, WBFDCL & Divisional Forest Officer, Bankura (North) Division.	21,47,145.00 (Inclusive of all taxes)	42,943.00 (2% of the amount put to tender)	NIL	Within 31.03.2023

Sl. No.	Component	Amount (Rs.)
1	**Work component**	**18,19,614.00**
2	**18% GST**	**3,27,530.52**
3	**Grand Total**	**21,47,144.52**
	Or say	**21,47,145.00**

The Ex-Officio Divisional Manager, WBFDCL & Divisional Forest Officer, Bankura (North) Division of WBFDC Ltd. reserves the right to cancel any work without assigning any reason thereof.

In the event of e-filling, intending bidder may download the 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.

Schedule of Dates:

Sl. No.	Particulars	Date & Time
1	Date of uploading N.I.T. Documents – Online (Publishing Date)	22.10.2022 at 12:30 PM
2	Documents download start date (Online)	22.10.2022 at 12:30 PM
3	Documents download end date (Online)	05.11.2022 at 05.00 PM
4	Bid submission start date (Online)	22.10.2022 at 12:30 PM
5	Bid submission closing date (Online)	05.11.2022 at 05.00 PM
6	Bid opening date for Technical Proposal (Online)	07.11.2022 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 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. (last 3years)
			4	I.T. PAN Card,

			5	Aadhar Card
			6	Enlistment Certificate/ Trade License for forestry or allied works *and/or any type of carriage work in forestry/non forestry sector*
			7	All up-to-date documents regarding taxes and charges as applicable
B.	COMPANY DETAILS	COMPANY DETAILS	1	Proprietorship Firm - Trade Licence.
			2	Partnership Firm - Registered Partnership Deed, Registered Power of Attorney, Trade licence.
			3	Pvt. Ltd. Company - Registration Certificate under Company's Act, MOA & AOA, Registered Power of Attorney, Trade licence.
			4	Labour Co-operative Societies Limited
.	CREDENTIAL	CREDENTIAL	1	*(i) Intending tenderers should produce a single credential of completed Forestry and Allied Work and/or any type of carriage work in forestry/non forestry sector of the minimum value of 40% of estimated amount put to tender during 5 years prior to the date of issue of tender notice.* *or* *(ii) Intending tenderers should produce two credential of completed Forestry and Allied Work and/or any type of carriage work in forestry/non forestry sector of the minimum value of 30% of estimated amount put to tender during 5 years prior to the date of issue of tender notice.* *or* *(iii) intending tenderers should produce credentials of one single running work of similar nature which has been completed to the extent of 80% or more and value of which is not less than the desired value at (i) above.* *In case of running work only those tenderers who will submit the certificate of satisfactory running works from the Concerned Executive Engineer/ Divisional Forest Officer or equivalent Competent Authority will be eligible for the tender. In the required Certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executed agency, i.e., the tenderer.* *Terms and conditions of credential:-* • *Payment certificate will not be treated as credential.* • *Credential certificate issued by the Executive Engineer/Divisional Forest Officer or equivalent Competent Authority of a State/ Central Government, State/ Central Government undertakings, Statutory/ Autonomous bodies constituted under the Central/ State statue, on the executed value of completed/ running work will be taken as credential.*
D.	FINANCIAL (INFO)	Turnover	1	Last Three years I.T. Returns Acknowledgement and last 3 years average turnover should be equal to or more than 20% of estimated value put to tender.

Inclusive of all other Govt. Rules for attending tender.

E.	Declaration	Structure & Organisation	1	Details of structure and organisation Section B Form III
		AFFIDAVIT-Y	2	An affidavit made that no adverse report against the bidder

2.3. Financial Proposal

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

- Excess in % or
- Less in % or
- Excess or Less 0.00% to indicate at par

in the space marked for quoting rate in the BOQ.

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

3. Eligibility Criteria for participation in tender:

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

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

(c) i) Bidders are required to have GST registration with the State of West Bengal.
ii) Bidders are required to have Professional Tax registration with the State of West Bengal.

(d) 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).

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

(f)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]

(g) 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.

(h)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.

(i) Joint Ventures not allowed.

(j) 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.

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

(l)-Intending tenderer should produce credentials as follows

(i) Intending tenderers should produce a single credential of completed Forestry and Allied Work and/or any type of carriage work in forestry/non forestry sector of the minimum value of 40% of estimated amount put to tender during 5 years prior to the date of issue of tender notice.

or

(ii) Intending tenderers should produce two credential of completed Forestry and Allied Work and/or any type of carriage work in forestry/non forestry sector of the minimum value of 30% of estimated amount put to tender during 5 years prior to the date of issue of tender notice.

or

(iii) intending tenderers should produce credentials of one single running work of similar nature which has been completed to the extent of 80% or more and value of which is not less than the desired value at (i) above.

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

Terms and conditions of credential:-

- *Payment certificate will not be treated as credential.*
- *Credential certificate issued by the Executive Engineer/ Divisional Forest Officer or equivalent Competent Authority of a State/ Central Government, State/ Central Government undertakings, Statutory/ Autonomous bodies constituted under the Central/ State statue, on the executed value of completed/ running work will be taken as credential.*

(m) 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 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.

(n) 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 (online).

(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.

(r) 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.

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 or at a later stage, 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 Ex-Officio Divisional Manager, WBFDCL & Divisional Forest Officer, Bankura (North) Division, 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 ~~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..

10. Grounds for Suspension and Debarment

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

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

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

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

(4) Any documented unsolicited attempt by a bidder 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 post 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 Government without justifiable cause.

(11) 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.

(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 Procuring Entity/Authority (the Officer authorized by the Ex-Officio Divisional Manager, WBFDCL & Divisional Forest Officer, Bankura (North) Division, for procurement) or its representative(s) pursuant to 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 work supervisors;

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

(14) 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 14 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 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 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 gate way.
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 Divisional Manager, WBFDCL & Divisional Forest Officer, Bankura (North) Division, reserves the right to reject any tender or all Tenders without assigning any reason whatsoever and is not liable for any cost that might have incurred by any Tenderer at any stage of Tendering.
(e) The acceptance of the tender rests The Ex-Officio Divisional Manager, WBFDCL & Divisional Forest Officer, Bankura (North) Division, who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all the tenders received without assigning any reason thereof.
(f) The Contractor/Bidder should see the site of works and Tender Documents, Drawings etc. before submitting e-Tender and satisfy himself/herself regarding the condition and nature of works and ascertain difficulties that might be encountered in executing the work, carrying materials to/from 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 Ex-Officio Divisional Manager, WBFDCL & Divisional Forest Officer, Bankura (North) Division for seeking permission for utilization of land at the close proximity of the site for arranging required (if any) plant & machineries, store of materials, labour shed etc. at his own cost and responsibility. All such temporary shed etc. shall have to dismantled and all debris etc. cleared from site post completion of the work or as directed The Ex-Officio Divisional

Manager, WBFDCL & Divisional Forest Officer, Bankura (North) Division. Once an order to the effect is issued The Ex-Officio Divisional Manager, WBFDCL & Divisional Forest Officer, Bankura (North) Division, WBFDCL 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 180 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 The Ex-Officio Divisional Manager, WBFDCL & Divisional Forest Officer, Bankura (North) Division, West Bengal Forest Development Corporation Limited 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/onsite projects:**

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

17. **Cancellation of Tender :**

The Ex-Officio Divisional Manager, WBFDCL & Divisional Forest Officer, Bankura (North) Division, WBFDC 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. 796 – F(Y) dated 25.02.2022 of Finance Department, Government of West Bengal).

In case of excess/and supplementary work over the tendered amount, additional security @ of 3% of such additional amount is to be deposited for all such excess/ and supplementary works beyond the tendered amount before payment of final bill.

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

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

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 LoI 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 Ex-Officio Divisional Manager, WBFDCL & Divisional Forest Officer, Bankura (North) Division, 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.**Deduction of Taxes Etc:**

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

20.**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. Estimate
d. General Terms and Conditions
e. Instructions to Bidders

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

22.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 Divisional Manager, WBFDCL & Divisional Forest Officer, Bankura (North) Division. No claim in this regard will be entertained.

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

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

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

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

27. 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.

28.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.

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

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

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

Ex-Officio Divisional Manager, WBFDCL &
Divisional Forest Officer,
Bankura (North) Division

Memo No. 2561/17-e *** Date: 18.10.2022

Copy forwarded for kind information to: -

1) The Managing Director, West Bengal Forest Development Corporation Ltd.
2) The General Manager, HQ, West Bengal Forest Development Corp. Ltd.
3) The Chief Conservator of Forests, Central Circle, West Bengal.
4) The Assistant Divisional Forest Officer, Bankura (North) Division
5) All Range Manager, Bankura (North) Division.
6) MIS Cell, West Bengal Forest Development Corporation Ltd.

Ex-Officio Divisional Manager, WBFDCL &
Divisional Forest Officer,
Bankura (North) Division

Section – B
FORM-I
APPLICATION

To,
The Ex-Officio Divisional Manager, WBFDCL &
Divisional Forest Officer,
Bankura (North) Division

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

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

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

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

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

I/We understand that

(a) Tender Inviting Authority and Accepting Authority can amend the scope and value of the contract bid under this project
(b) Tender Inviting Authority and Accepting Authority reserve the right to reject any tender without assigning any reason.

The application is made by me/us on behalf of _____in the capacity of _____duly authorized to submit the tender.

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

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

Section-B

FORM II

(TO BE FILLED UP BY TENDERER)

To,
The Ex-Officio Divisional Manager, WBFDCL &
Divisional Forest Officer,
Bankura (North) Division

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

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

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/ blacklisted 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 Divisional Manager, WBFDCL & Divisional Forest Officer, Bankura (North) Division, herein referred to as the Tender Inviting & Accepting Authority, to verify this statement.

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

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

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

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

Date:_____

Authorized signatory of the Firm/Company:_____

Title & Capacity of the officer:_____

Name of the Firm with Seal:_____

GENERAL TERMS & CONDITIONS OF CONTRACT

1. 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 Divisional Manager, WBFDCL & Divisional Forest Officer, Bankura (North) Division and include its successor and assigns or the Officers authorized to deal with any matters which those presents are concerned on its behalf.

II) The term REPRESENTATIVE shall mean Authorized Official of The Ex-Officio Divisional Manager, WBFDCL & Divisional Forest Officer, Bankura (North) Division.

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

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

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

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

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

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

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

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

(XIII) 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.

(XIV) 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.

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

2. Scope of works:

Scope of work/supply includes furnishing all materials, labour, tools, machinery and equipment and management necessary for and incidental to the completion of the work. Mechanisation as approved by the Employer is preferred. 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.

3. Deviations:

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

4. 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.

5. 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.

6. Protective Measures:

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

7. 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 prepared for the contract and also to any place the materials are lying or from who they are being obtained and the Contractor shall give every facility to the all of them and their representatives necessary for inspection Except the representatives of Public Authorities no person shall be allowed on the work at any time without the written permission of the Employer.

8. Contractor's Employees:

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

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

No labour shall be employed on the work who is below the age of eighteen years and who is not an Indian National. If female labour is engaged the Contractor shall make necessary provision for safeguarding small children and keeping them clear of the site of operations. The Contractor shall at his own expenses provide or arrange for provision of foot-wear for any labour doing the any specific work. Any labourer supplied by the Contractor to be engaged on the work on daily work basis either wholly or partly under the direct order or control of the Employer or their representative shall be deemed to be a person employed by the Contractor. The Contractor shall comply with the provisions of all labour legislation including the requirements of payment of wages Act. 1936, minimum wages Act, 1948 and Workman's Compensation Act the rules framed there under and modifications thereof in respect of men employed by him in carrying out the contract.

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.

9. 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.

10. Sub-contract:
Sub-contracting not allowed.

11. 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.

12.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.

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

14. Commencement and Completion of Work:
The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence. Time being deemed to be the essence of the contract on the part of the contractor, the contractor shall be bound in all cases, to achieve the 'Milestones' as defined and specified in the NIT into various 'Identifiable and quantifiable work related stages' pertaining to the work. In the event of the contractor failing to comply with any of the conditions related to achieving the 'Milestones' within the specified time period prescribed for such 'Milestone' i.e. 31.03.2023, he/she shall be liable to pay compensation.
If the contractor fails to commence and/or maintain required progress viz. Milestones defined in the Notice Inviting Tender over the total time allotted for its full completion and in terms of NIT or fails to complete the work and clear the site on or before the end of contract period or extended date of completion, he/she shall, without prejudice to any other right or remedy available under the law on account of such breach, pay as agreed compensation to the implementing Department. This will also apply to items or group of items for which a separate period of completion has been specified.

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

15. 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.

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 whether such injury or damage arises from carelessness, accident or any other cause whatever in any way connected with the carrying out of his contract. This causes shall be held to include, internals, any damage to plantation, whether immediately adjacent or otherwise and any damage to roads, footpaths, bridges or ways forming the 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 otherwise and also in respect of any award or compensation or the Contractor shall restore and repair all damage of every sort mentioned in this clause so as to deliver up to the whole of contract works complete and perfect in every respect so as to make good or otherwise satisfy all claims for damage to the property of the third parties. The contractor shall indemnify the Employer against all claims which may made against the Employer by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense arrange to effect and maintain, until the completion of the contractor with any approved Insurance Company, a policy of insurance in the joint policy or policies with the Employer from time to time during the currency of this contract, and shall duly and punctually pay the premium payable thereof and if so required produce receipts for such payments, for the inspection of the Employer. The Contractor shall also indemnify the Employer against all claims which may be made upon the

Employer, whether under the workman's Compensation Act or any other Stature in force during the currency of this contract or common law in respect of any injury to any of the contractor's or /and sub-contractor workmen or labour and shall at his own expense effect and maintain until the completion of the contract.

17.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 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-contract 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 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.

18. 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, West Bengal Forest Development Corporation Ltd. Should the Managing Director, West Bengal Forest Development Corporation 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. Cost of arbitration shall be borne by both the parties equally.

Ex-Officio Divisional Manager, WBFDCL &
Divisional Forest Officer,
Bankura (North) Division

Special Terms & Conditions

1.

a) The area, rate & amount mentioned in the estimate are purely tentative in nature. The final can only be ascertained after allotment of areas by the territorial divisions of Central Circle. Work order will be given after finalisation of area. Bill will be paid only after completion of work.

b) The successful bidder must produce tax invoice/bills for each type of produce harvested & carried separately. The bills will be compared with ITC & JPC duly countersigned by the successful contractor/authorised person in field & payment will be made only if both the data are found correct and corroborating. This will help in calculations for necessary payment. During billing, mixing up of produce carried is not allowed. The Maximum amounts mentioned here for bidding are as per the schedule of rates fixed by price fixation committee and hence, under no circumstances, payment can be made in excess of that, until & unless new rates from competent authority comes out.

c) In some case(s), the location and product composition may vary/change depending on the field situation. Payment shall be made on pro rate basis based on the rate offered by the successful bidder, in that case.

d) Most of the roads which will be used for carriage are morrum/earthen road or in some places may not have any existing road. Contractors should have all conditions vehicles, skilful drivers and preliminary tools for temporary repairing of their vehicles or such other problems.

e) Carriage of Forest Produces will be executed on the basis of existing Rules and Act. As a part, each vehicle should bear valid Intermediate Transit Challan with their vehicle during carriage in each trip.

f) Transport/carriage will be performed only 6.00 am to 6.00 pm. No. Contractor will be allowed to violate this rule in any circumstances.

g) As per existing norms and order, JFMCs will work in CFC as per their desire and received their share from benefits earned from forest produces. So, they will also look after the whole procedure. Successful contractor should organise meeting and convey the message regarding their works prior to the start or work, in presence of Range Manager, Dy. Range Manager or Assigned Field Staff.

h) Any other issues during carriage of forest produce will be sort out as per their existing Rules and Act. If any confusion arise contractor should have to sort out this prior to start the work. No time extension will be allowed in any circumstances. Routes of transport of CFC produce will be finalised by the concerned Range Manager only and no diversion will be allowed without his prior permission. Even if any diversion done, no extra cost will be paid at all under any circumstances.

i) The vehicle should be registered as Commercial Vehicle with competent Authority with permission to ply within the State West Bengal.

j) The contractor should take care of all repairing/ maintenance of vehicle, with all applicable comprehensive insurance coverage and premium paid up to date, having valid pollution under control certificate, conforming to the latest requirements of the Transport Department of the Government of West Bengal. All incidental expenses including taxes, penalty, fine, parking fees etc. are to be borne by the vendor.

k) The contractor will be responsible for loss/damage to property or life because of negligence of driver of poor maintenance of vehicle or due to an accident. WBFDC Ltd. would not be responsible of loss /damage to property or life on account of such incident.

l) If produces gets depreciated/ damaged /destroyed due to poor maintenance or negligence as stated vide clause no. i to k of 'special terms and conditions' of this NIT during transportations, recovery will be made from the tenderer as per current schedule of Rates of Directorate of Forests, Government of West Bengal including necessary penalties/ fines as the undersigned deemed fit.

m) Carriage of harvested CFC produce include

1. Loading of CFC produce from felling site into carriage vehicle in CFC coupe area
2. Carriage of CFC produce from Forest coup area to Depot.
3. Unloading the same produce at Depot.

n) Vehicles doing the carriage should be in good working condition. Drivers must have valid driving licence and the vehicle should have fitness certificate issued by a competent authority.

o) The produce in the loaded vehicle should be tied properly so that any mishap can be avoided during the carriage. No over loading under any circumstances are allowed.

p) Carriage contractor shall maintain all the safety norms during the carriage of CFC produce including loading, unloading. Carriage labour should have proper safety gears. Contractor will be liable for loss or damage to the property or life due to violation of the safety norms.

q) Each loaded vehicle shall carry proper ITC during carriage from CFC coupe area to Forest Depot. The carriage contractor shall ensure the quantity and volume of the CFC produce carried in conformity with the ITC during loading point at coup area and unloading point in the Depot area.

r) The CFC produce should be carried immediately after joint passing of the CFC produce. Carriage should be done immediately after ITC is prepared.

s) Carriage should be completed within a maximum period of ten days after felling operation.

t) If the carriage is delayed by contractor beyond the schedule, then contractor will be responsible to pay the penalty as decided by the authority for the losses incurred by WBFDC for the following reasons:

1.Theft of C.F.C produce from the coup area
2. Fire incidence in C.F.C area and CFC produce is damaged due to non-carriage
3. Late submission of lot for auction due to late carriage

u) Carriage contractors should have sufficient number of carriage vehicles at their disposal so that carriage of CFC Produce is completed within schedule.

2. While engaging the labourers, JFMC members should always be given preference. Payments to the labourers to be made as per the Minimum Wages Act, 1948.
3. The Forest Produce, first harvested should be transported first. If any Forest Produce of previous passing is left un-transported, bill for subsequent passing may not be entertained.
4. The passed forest produce should be carried to the specified depot within 7 (seven) days from the date of passing without any impedance in timber extraction at any stage or accumulati0n of timber at coupe at any stage. The forest products to be carried to the depot after proper sorting out in presence of contractor/his authorized representative, Range Manager & concerned JFMC representative and have to be unloaded at the points in the depots as per instructions of the depot officer or his representative.
5. Successful tenderer will be responsible for the protection for the trees/ forest produce assigned to them for extraction. The passing Challan have to be duly signed by the contractor or his authorized representative and the carriage shall be done under the cover of Intermediate Transit Challan (ITC).
6. The contractor shall be required to depute a literate representative other than the Drivers of the vehicle on all working days to ensure that the working is being carried out as per the terms of the contract. His assistance would also be required by the staff of the Corporation in the matter of issuing I.T.C.
7. No carriage should be done before sunrise or after sunset. No vehicle shall be allowed to remain in the work site after the sunset.
8. All timbers from coupe shall be required to be delivered to the Depot on the same date on which I.T.C. has been issued. In case of failure, the contractor shall be solely liable to pay for the price of forest produce at double the market rate. This is additional to the penal provision under the Indian Penal Code and the Indian Forest Act, 1927.
9. List of Depots are tentative and subject to change without any notice.
10. Forest villagers near the site of work shall have to be given preference in employment when they are willing to do that work.
11. In case of implementation of the works at field, the decision of the Range Manager or his authorized persons or any of his superior officers shall be final and binding on the successful bidders implementing the works at field.
12. All carriage works have to be finished within 31.03.2023 without fail. No extension of time will be allowed for execution of the work. But the tenderer shall not be held responsible if the delay in execution occurs due to causes beyond his/her control, such as acts of God like natural calamities, civil wars, fire strike, frost, floods, riot and acts of unsurpassed power. In the event of delay due to such causes, the tenderer may apply for extension of time for that period. The undersigned, as per direction received from the General Manager, HQ, West Bengal, in this regard, may extend for a length of time equal to the period of force majeure or such period as he thinks suitable for that or may reject the application. Such cancellation would be without any liability whatsoever on the part of the undersigned.

Ex-Officio Divisional Manager, WBFDCL &
Divisional Forest Officer,
Bankura (North) Division

Signature Not Verified
Digitally signed by ANGSHUMAN MUKHOPADHYAY
Date: 2022.10.22 12:18:10 IST
Location: West Bengal-WB