



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

E-Tender for formation of timber lots for disposal and auction at Indian Botanical Garden, Shibpur (Phase-III)

e-NIT No.: 17/17-59/AJCBIBG/2026-2027 (2nd Call)



West Bengal Forest Development Corp. Ltd.
(A Govt. Of West Bengal Undertaking)
Office of the Divisional Manager,
Kolkata Forest Corporation Division

Aranya Bikash, KB – 19, Sector – III, Kolkata -700106
Phone – (033) 4001 0636, (033) 4064 4128 e-mail: kfc@wbfdcd.com



Memo No. 928/17/17-59/AJCBIBG/2026-2027(2nd Call)

Date: 05.10.2026

e-Notice Inviting Tender No.: 17/17-59/AJCBIBG/2026-2027 (2nd Call)

E-Tender for formation of timber lots for disposal & auction at Indian Botanical Garden, Shibpur. (Phase-III)

The Divisional Manager, Kolkata Forest Corporation Division, West Bengal Forest Development Corp. Ltd. invites e-tenders for the following work as detailed in the table below. [Collection (downloading) and Submission (uploading) of Tender can be made online through the website <https://wbtenders.gov.in> only].

Formation of timber lots for disposal and auction at Indian Botanical Garden, Shibpur (Phase-III)	
Item of works	Logging
	De-barking
	Carrying logs locally
	Lot forming
	making extraction path
	Stacking of fire woods
	Cleaning the site
Felling Site	Indian Botanical Garden, Shibpur
Location of Stacking Point	Indian Botanical Garden, Shibpur (200m Carriage, approx.)

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
Formation of timber lots for disposal and auction at Indian Botanical Garden, Shibpur (Phase-III)	6,54,900.00 (Inclusive of all taxes)	13,098.00 (2% of the amount put to tender)	NIL	21 days

The Divisional Manager, Kolkata Forest Corporation 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.

- a) Tenderer will select the tender to bid and initiate payment modes (vide Finance Department Memorandum no. 3975-F(Y) Dated 28/07/2016)
 - i) Net banking (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI Bank Payment gateway.
 - ii) RTGS/NEFT in case of offline payment through bank accounts in any bank.
- b) Exemption of any kind for any of the eligible bidder towards cost of EMD will be according to
 - i. 815-F(Y) dated 23.02.2023 issued by Finance Department, Audit Branch, Government of West Bengal.

Schedule of Dates:

Sl. No.	Particulars	Date & Time
1	Date of uploading N.I.T. Documents - Online (Publishing Date)	06.10.2026 at 01.00 PM
2	Documents download start date (Online)	06.10.2026 at 01.00 PM
3	Documents download end date (Online)	14.10.2026 at 05.00 PM
4	Bid submission start date (Online)	06.10.2026 at 01.00 PM
5	Bid submission closing date (Online)	14.10.2026 at 05.00 PM
6	Bid opening date for Technical Proposal (Online)	27.10.2026 at 05.00 PM
7	Date of uploading technically qualified bidders (Online)	To be notified in due course
8	Date of opening Financial Bids (Online)	To be notified in due course

Note:

- 1) In case of any unscheduled holiday or on days of Bandh or natural calamity on the aforesaid dates, the next working day will be treated as scheduled / prescribed date for the same purpose.
- 2) The Tender Inviting Authority may change the venue of opening the Technical or Financial Bids in case of exigent circumstances like breakdown of communications link or conditions of force majeure.
- 3) The Tender Inviting Authority reserves the right to defer the date of opening of either Technical or Financial Proposal or both, if required.

INSTRUCTION TO BIDDERS (ITB)

Section–A

1. General Guidance for e-Tendering

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

Registration of Contractors

Any contractor willing to take part in the process of e-tendering will have to be enrolled and registered with the Government e-Procurement System.

Digital Signature Certificate(DSC)

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

Collection of Tender Documents

The contractor can search and download NIT and tender documents electronically from computer once he logs on to the website mentioned in Clause 1.1 using the Digital Signature Certificate. This is the only mode of collection of tender documents.

Intending bidder may participation in one, more than one or in all work.

A prospective bidder shall be allowed in the job either in the capacity of individual or as a partner of a firm or registered company.

2. Submission of Tenders:

General process of submission:

Tenders are to be submitted online through the website stated in Clause 1.1 in two folders, at a time for each work, one is Technical Proposal and the other is Financial Proposal, before the prescribed date and time mentioned in the list attached. Using the Digital Signature Certificate (DSC), the documents are to be uploaded, virus scanned and digitally signed. Tenderers should specially take note of all the addendum/corrigendum related to the tender and upload the latest documents as part of the tender.

Technical Proposal

The Technical Proposal should contain scanned copies and/or a declaration in standardized formats of the following in two covers (folders).

A. Technical File (Statutory Cover) containing

Section B (Form I, Form II, Form III and AFFIDAVIT–Y)(to be submitted in “FORMS” Folder).
Technical Specification.(to be submitted in “TS” Folder)

Note: Tender document may be downloaded from website & submission of Technical Bid/Financial Bid as per Tender Schedule. A declaration may be given by the bidders in their letter head mentioning that they have read and understood those documents.

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 3 years)
			4 I.T.PAN Card
			5 Enlistment Certificate/ Trade License for forestry or allied works
			6 All up-to-date documents regarding taxes and charges as applicable
B	COMPANY DETAILS	COMPANY DETAILS	1 Proprietorship Firm-Trade License.
			2 Partnership Firm-Registered Partnership Deed, Registered Power of Attorney, Trade license.
			3 Pvt. Ltd. Company-Registration Certificate under Company's Act, MOA & AOA, Registered Power Of Attorney, Trade license.
			4 Registered Un-employed Engineer sand Labour Co-Operative Societies Limited.
C	CREDENTIAL	CREDENTIAL	1 (i) Intending tenderers should produce a single credential of completed work for disposal of trees of the minimum value of 40% of base price amount during 5 years prior to the date of issue of tender notice.. or (ii) Intending tenderers should produce a single credential of completed work for disposal of trees of the minimum value of 30% of base price amount 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 disposal of trees 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 statute, on the executed value of completed/ running work will be taken as credential.
D	EQUIPMENTS	PLANTS & MACHINERIES	1	Authenticated copy of invoice, challan and way bill (Machinery/Tools/Equipment)
E	FINANCIAL (INFO)	Turnover	1	Last Three Financial Years' Audited Balance Sheet and P&L Accounts (last 3 Financial Years- F.Y. 2022-23, F.Y. 2023-24, F.Y. 2024-25). If the audit of the balance sheet and the P&L accounts is not required by law, bidders can submit an unaudited balance sheet and the P&L accounts. For consideration of the unaudited balance sheet and the P&L accounts during technical evaluation, the bidder is required to submit a declaration on the letterhead of The Company/ Firm for non-applicability of audit.
		PAYMENT CERTIFICATE	2	Only Payment Certificate of work issued by the Concerned authority and not the TDS certificate
F	UNDERTAKINGS			a. Upload undertaking under Clause 3(d) b. Upload undertaking under Clause 3(g) c. Upload undertaking under Clause 3(o)

2.3.Financial Proposal

- i) The financial proposal should contain the Bill of Quantities (B.O.Q) in one cover (folder). The contractor is to quote the rate excess or at par in Rupees (both in numbers and words) in the space marked for quoting rate in the BOQ.
- ii) Rate quoted below the reserve price will not be accepted
- iii) Only downloaded copy of the B.O.Q. are to be uploaded quoting the rate, virus 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, and Income Tax Return Acknowledgement receipt for last 3 years, PAN card issued by Income Tax Department and Trade license in respect of the prospective tenderer.
- (c) Where an individual person holds a Certificate in his own name duly issued to him against the company or the firm of which he happens to be a director or partner, such individual person shall, while submitting any tender for and on behalf of such company or firm, invariably submit a copy of registered power of attorney showing clear authorization in his favour, by the rest of the directors of such company or the partners of such firm, to submit such tender. The Power of Attorney shall have to be registered in accordance with the provisions of the Registration Act, 1908. (Non-statutory Documents).
- (d) Neither prospective Tenderer nor any of the constituent partners had been debarred to participate in any Tender by the State/ Central Government, State /Central Government undertaking, Statutory/ Autonomous bodies constituted under the Central/ State statute during the last 5 (five) years prior to the date of this NIT. Such debarring will be considered as disqualification towards eligibility (A declaration in this respect has to be furnished by the prospective bidders as per prescribed format in non-judicial stamp paper, must be uploaded with both sides of Stamp Paper - Affidavit-Y). [Non-statutory Documents]
- (e) The partnership firm shall furnish the Registered Partnership Deed and the Company shall furnish the Memorandum of Association (MOA) and Article of Association (AOA.) [Non-statutory Documents]
- (f) Registered Un-employed Engineers "Co-operative Societies/Labour Co-operative Societies are required to furnish the following documents: - [Non-statutory Documents]

- i. Current "No Objection Certificate" from the Assistant Registrar of Co-operative Societies.
 - ii. Supporting documents showing area of operation.
 - iii. Bye-laws duly approved by the Assistant Registrar of Co-operative Societies.
 - iv. Name with address and signature (in original) of the present Board of Directors of the Co-operative Society
 - v. Copies of Minutes of last Annual General Meeting and Audit Report of the Co-operative Society with the evidence of submission of the same to the concerned Authorities, duly attested.
- (g) The prospective Tenderers or any of their constituent partner shall neither have abandoned any work nor any of their contract have been rescinded during the last 5 (five) years. Such abandonment or rescission will be considered as disqualification towards eligibility.
- (h) Consortium and Joint Ventures are not allowed.
- (i) A prospective Tenderer shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm. If the prospective Tenderer is found to have applied severally in a single job, all his applications will be rejected for that job.
- (j) Conditional/Incomplete Tender will not be accepted under any circumstances.
- (k) Intending tenderer should produce credential of similar nature of work
- (l) Absence of any of these details/lack of proof or lack of sufficient documents to substantiate the above shall make the Tenderer / Bidder ineligible for further consideration. During the process of evaluation, if the Tender Evaluating Committee finds that there are any wrong details, mis-representation or false declarations given by the Tenderer / Bidder, the Tender Evaluating Committee shall have the right to disqualify and / or black list the firm and take other action as deemed necessary.
- (m) Tenderers has to produce duly self-attested supporting documents/certificate from the employer/client with whom they have worked. Audited Balance Sheet duly certified by the Chartered Accountant and valid payment certificate issued by the Govt. Organisation/PSU/Semi Govt. Organisation along with the application (online).
- (n) The bid submission by an intending tenderer who is already black listed in any State/Central Government, State/Central Government Undertaking, Statutory/ Autonomous bodies constituted under the Central/ State Statute will not be entertained.
- (o) All the participants have to upload undertaking that they do not have any litigation that past or present with any Govt./PSU /Semi-Govt. Organisation of the State. (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]
- (p) The eligibility of a bidder will be ascertained on the basis of the attached documents uploaded using digital signature in support of the minimum criteria and the declaration executed through prescribed affidavit in non-judicial stamp paper (must be upload both sides of Stamp Paper) of appropriate value duly notarized. If any documents submitted by a bidder is either manufacture or false, in such cases, the eligibility of the bidder/tenderer will be out rightly rejected at any stage without any prejudice.

4. Opening of Technical Proposal:-

Technical proposals will be opened by the authorized representatives electronically from the website 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 contract or remaining present at that time.

After evaluation of Financial Proposal, by the appropriate Authority of Divisional Manager, Kolkata Forest Corporation Division, West Bengal Forest Development Corporation Limited, may upload the final summary result containing inter-alia, name of contractor (L1) and the rates quoted by them against the work. However, L1 bid for any location or all location, Tender Inviting Authority reserves the right for accepting or rejecting L1 bid without assigning any reason.

8. For tender with less than 3 (three) bids received and also in case of Tie Bid, action will be taken in accordance with Finance Department, Audit Branch, Group T, memo no. 2320-F(Y) dated 07/06/2022.

9. Acceptance of Tender (Technically eligible/qualified)

Lowest rate should normally be accepted. If participation of L1 bid got rejected due to any reason as mentioned in clause 10 of ITB of this NIT, preference will be given as per sequence L2, L3, L4. The selected bidder has to execute the work as per L1 rate only.

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 the Divisional Manager, Kolkata Forest Corporation Division, West Bengal Forest Development Corporation Limited procurement for offences or violations committed during competitive bidding and contract implementation, for the works.

- (1) Submission of eligibility requirements containing false information or falsified documents.
- (2) Submission of Bids that contain false information or falsified documents, or the concealment of such information in the Bids in order to influence the outcome of eligibility screening or any other stage of the bidding process.
- (3) Unauthorized use of one name/digital signature certificate for the purpose of bidding process.
- (4) Any documented unsolicited attempt by a bidder (A Person/Contractor/Agency /Corporation participating in the procurement process and/or a person / Contractor / Agency / Corporation having an agreement/contract for any procurement with the department shall be referred as Bidder) unduly influencing the outcome of the bidding in his favour.
- (5) Refusal or failure to post a self-declaration to the effect of any previous debarment imposed by any other department of State Government and/or Central Government.
- (6) All other acts that tend to defeat the purpose of the competitive bidding such as lodging false complain about any Bidder, lodging false complain a botany Officer duly authorized by the Department, restraining any interested bidder to participate in the bidding process, etc.
- (7) Assignment and subcontracting of the contractor any part there of without prior written approval of the procuring entity.
- (8) Whenever adverse reports related to adverse performance, misbehavior, direct or indirect involvement in threatening, making false complaints etc. damaging the reputation of the department or any other type complaint considered fit by the competent authority of the department, are received from more than one Officer or on more than one occasion from individual Officer.
- (9) Refusal or failure to post the required performance security / earnest money within the prescribed time without justifiable cause.
- (10) Failure in deployment of Technical Personnel, Engineers and/or Work Supervisor having requisite license / supervisor certificate of competency as specified in the contract.
- (11) Refusal to accept an award after issuance of "Letter of Acceptance" or enter into contract with the Government without justifiable cause.
- (12) Failure of the Contractor, due solely to his fault or negligence, to mobilize and start work or performance with in the specified period as mentioned in the "Letter of Acceptance", "Letter of Acceptance cum Work Order", "Work Order", "Notice to Proceed", "Award of Contract", etc.

(13) Failure by the Contractor to fully and faithfully comply with its contractual obligations without valid cause, or failure by the Contractor to comply with any written lawful instruction of the Procuring Entity/Authority (the Officer authorized by THE DIVISIONAL MANAGER, KOLKATA FOREST CORPORATION DIVISION, WEST BENGAL FOREST DEVELOPMENT CORPORATION. for procurement) or its representative(s) pursuant to the implementation of the Contract.

CATEGORY OF OFFENCE:-

(A) First degree of offence: 1 to 13 of the above Ground for Suspension and Debarment Clause to be considered as First degree of offence.

(B) Second degree of offence: any one of the offences as mentioned under clause 10 of ITB of this NIT committed by a particular Bidder/Contractor/Supplier on more than one occasion, be considered as Second degree of offence.

In addition to the penalty of suspension/debarment, the bid security/earnest money posted by the concerned Bidder or prospective Bidder shall also be forfeited.

PENALTY FOR OFFENCE:-

- (I) For committing First degree of offence: Disqualifying a Bidder from participating in any procurement process under The West Bengal Forest Development Corporation Limited up to 2 (two) years.
- (II) For committing Second degree of offence: Disqualifying a Bidder from participating in any procurement process under The West Bengal Forest Development Corporation Limited up to 3 (three) years.

11. Earnest Money Deposit (EMD):

a) Earnest Money payment:

- i. Net banking (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI Bank Payment gateway.
- ii. RTGS/NEFT in case of offline payment through bank accounts in any bank.

b) 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.

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

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

12. Opening of Tender:

- (a) The Technical Bid shall be publicly opened by the authority receiving tender or by his authorized representative, as per the Schedule of Dates mentioned in NIT.
- (b) Prospective Tenderers or their authorized representatives may be present during the opening process.
- (c) Financial Bids of only those tenderers who would qualify in the Technical Bid evaluation will be opened.
- (d) The intending Tenderers shall clearly understand that whatever may be the outcome of the present Invitation of Tender, no cost of Tendering shall be reimbursable by the Corporation. The Office of the Divisional Manager, Kolkata Forest Corporation Division, West Bengal Forest Development Corporation Limited. Reserves the right to reject any tender or all Tenders without assigning any reason whatsoever and is not liable for any cost that might have incurred by any Tenderer at any stage of Tendering.
- (e) The acceptance of the tender rests with Office of the Divisional Manager, Kolkata Forest Corporation Division, West Bengal Forest Development Corporation Limited who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all the tenders received without assigning any reason thereof.

- (f) The Contractor/Bidder should see the 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 countered in executing the work, carrying materials to the site of work, availability of drinking water and other human requirements & security etc. Work on river banks may be interrupted due to a number of unforeseen reasons e.g. sudden rises in water levels, inundation during flood, inaccessibility of working site for carriage of materials. Engineer-in Charge may order the contractor to suspend work that may be subjected to damage by climate conditions. No claim will be entertained on this account. There may be variation in alignment, height of embankment or depth of cutting, location of revetment, structures etc. due to change of topography, river condition and local requirements etc. between the preparation and execution of the scheme for which the tendered rate and contract will not stand in valid. The Contractor will not be entitled to any claim or extra rate on any of these accounts.
13. The selected Contractor must arrange to procure all materials required for the proper completion of the work (as per the Technical Specifications of the tender document). The Employer will not on any account be responsible for procuring the same.
14. The selected contractor shall apply to The Divisional Manager, Kolkata Forest Corporation Division, West Bengal Forest Development Corporation Limited for seeking permission for utilization of land at the close proximity of the site for arranging required (if any) plant & machineries, store of materials, labour shed, laboratory etc. at his own cost and responsibility. All such temporary shed etc. shall have to be dismantled and all debris etc. cleared from site post completion of the work or as directed by The Divisional Manager, Kolkata Forest Corporation Division, West Bengal Forest Development Corporation Limited. Once an order to the effect is issued from The Office of the Divisional Manager, Kolkata Forest Corporation Division, West Bengal Forest Development Corporation Limited in this regard, it shall be brought to effect by the contractor without contest.

15. Validity of Bids:

Generally, Bids will be valid for 120 days from the date of opening of the financial proposal. However, extension of bid validity may be suitably considered by the Tender Inviting Authority, if required, subject to obtaining a written confirmation of the contractor/bidder(s) to that effect. Withdrawal of e-Tender once the bid has been submitted online and after passing of end date for submission which has been accepted for further processing is not allowed. EMD will be forfeited by The Divisional Manager, Kolkata Forest Corporation Division, 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 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 Divisional Manager, Kolkata Forest Corporation Division, West Bengal Forest Development Corporation Limited reserves the right to cancel this N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.

18. Security Deposit

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

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

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

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

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

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

20. Removal of Discrepancy:

If any discrepancy arises between or similar clauses on different notification, the clause as stated in later notification will supersede former one in following sequence: -

- a. Form of Agreement
- b. N.I.T.
- c. Technical Specifications
- d. General Terms and Conditions
- e. Instructions to Bidders

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

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

23. The 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 of modification of the work, due to non-delivery of the possession of site and / or modification of work etc.

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

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

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

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

29. In the event of a tender being submitted by a firm, It must be signed by a member or members of the firm having legal authority to do so and if called for, legal documentations in support thereon must be produced for inspection and in the case of a firm carried out by one member or a joint family it must disclose that the firm is duly registered under the Indian Partnership Act. 30. It must be clearly understood that the quantities of the various items indicated in the schedule or probable items are approximate only and may be appreciably increased or decreased during actual execution. The contractor shall remain affected by alteration.

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

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

33. Other Important Instructions

34.1 Intending bidders must visit physically the field area before submission of bid. In no circumstances, any argument regarding submission of bidders erroneously or not done based on field inspection will be entertained. For site visit, the intending bidders may contact the Divisional Manager, Kolkata Forest Corporation Division, West Bengal Forest Development Corporation Ltd with prior appointment.

34.2 The felling area is 0.00 Km. to 59.6 Km. from Barasat to Petrapole Border on both side of NH-112 (Old NH-35).

34.3 Work Order will be issued by the Divisional Manager, Kolkata Forest Corporation Division, West Bengal Forest Development Corporation Limited on payment of full sale value.

34.4 All taxes as applicable at the rates in force at the material time of sale shall have to be paid by the purchaser at the time of depositing sale value of the dead and withered trees in addition to the sale of the produce as quoted by the purchaser.

34.5 The felling produce disposed off to the successful Tenderer shall have to be transported by the successful Tenderer under valid Transit Passes issued by the authorized Forest Officer, North 24 Parganas Division.

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

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

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

34. Felling Conditions/Other Special Condition

1. Before starting of felling, purchasers must make themselves conversant with the boundaries of their project areas and incase of any felling of tree outside project area, legal actions will be taken as deemed fit.
2. After successful sale of standing trees, the corporation will not be responsible for theft issue.
3. After successful sale of the standing trees, damage due to fire, biotic interference etc. or natural calamities such as cyclone or any other extreme weather conditions, this Corporation will not be liable to for any damages.
4. For any accident occurring to any workman or his dependents for claim of compensation under the Workmen's Compensation Act or any other action under any other law, the successful Tenderer, and not the Corporation shall be liable for such compensation or action and in case the Corporation is put to any loss and/or to incur expenditure on any account as mentioned in this para, the successful Tenderer shall be bound to compensate and/or reimburse the Corporation.
5. Felling & extraction of trees will have to be completed within 30 days of issue of Work Order.
6. If the successful tenderer fails to observe any of the conditions contained herein or in the Agreement or fails to carry out the works to the satisfaction of the undersigned or commits any breach of the covenants it shall be lawful for the Corporation at once (by notice in writing to the successful Tenderer under the hand of the undersigned) to terminate the Agreement and to forfeit the Security Deposit in whole or in part and to recover from the successful Tenderer such loss as may accrue to the Corporation for the reasons of the termination of the Agreement or otherwise.
7. Any sum that may become due and payable to the successful Tenderer and the amount deposited as Security Deposit or any part thereof may be appropriated by the Corporation in of any other contract entered into by the successful Tenderer with the Corporation.

(Satyajit Roy, WBFS)
Divisional Manager
Kolkata Forest Corporation Division

Copy forwarded for kind information to:-

- 1) The Managing Director, The West Bengal Forest Development Corporation Ltd.
- 2) The General Manager, The West Bengal Forest Development Corporation Ltd.
- 3) The Scientist – F & Head of Office, Acharya Jagadish Chandra Bose Indian Botanic Garden (AJCBIBG)
- 4) The Guard File
- 5) Notice Board

(Satyajit Roy, WBFS)
Divisional Manager
Kolkata Forest Corporation Division

Section – B
FORM-I
APPLICATION

To,
Divisional Manager,
Kolkata Forest Corporation 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 Firm with Seal: _____

Section-B
FORM II
(TO BE FILLED UP BY TENDERER)

To,
Divisional Manager,
Kolkata Forest Corporation 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 Divisional Manager, Kolkata Forest Corporation Division, West Bengal Forest Development Corporation Limited herein referred to as the Tender Inviting & Accepting Authority, to verify this statement.
- (IV) The undersigned understands that further qualifying information may be requested and agrees to furnish any such information at the request of the Tender Inviting & Accepting Authority.
- (V) Certified that I have applied in the tender in the capacity of individual/as partner of a firm & I have not applied severally for the same job.
- (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 Divisional Manager, Kolkata Forest Corporation Division, WBFDC 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 Divisional Manager, Kolkata Forest Corporation Division, WBFDC 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, and correspondences by which the contract is added, amended, valued or 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 the 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 where 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.

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

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', 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 clause 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 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 be made against the Employer by any member of the public

or other third party in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense arrange to effect and maintain, until the completion of the 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.

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

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

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. Cost of Arbitration shall be borne by both the parties equally.

(Satyajit Roy, WBFS)
Divisional Manager
Kolkata Forest Corporation Division

SPECIAL TERMS AND CONDITIONS

1. The above-mentioned cost is tentative in nature, and the quantities/volume of timber indicated in the tender are also tentative. The final volume shall be ascertained only after completion of the formation and measurement of the timber lots.
2. The quantity/volume of timber may vary depending upon the actual field condition and measurement. An upward variation of up to 20% of the tendered timber volume may be allowed, subject to the approval of the Competent Authority. Accordingly, the total cost may vary from the estimated tender value.
3. The work order shall be issued only after finalisation of the work area and availability of timber for lot formation. Payment shall be made strictly on the basis of the actual quantity/volume of work completed and duly measured and certified by the authorised officer of Wbfdcl.
4. The contractor shall execute the work strictly as per the approved estimate, tender specifications, instructions of the authorised officer and the actual requirement at the work site.
5. The location, number of lots, size of lots and composition of timber may vary depending upon the field situation. In such cases, payment shall be made on a pro-rata basis at the accepted rate.
6. The contractor shall arrange all necessary labour, tools, equipment, measuring instruments and other resources required for proper and timely execution of the work.
7. The contractor shall arrange necessary permits and gate passes for entry of vehicles, machinery, equipment and labourers into the Indian Botanical Garden, Shibpur, from the concerned Indian Botanical Garden Authority.
8. The contractor shall be responsible for the safety and protection of the timber and other forest produce entrusted to him until completion of the work and handing over to the authorised representative of Wbfdcl.
9. The contractor shall ensure that no timber or forest produce is removed, shifted or transported from the work site without the prior permission of the authorised officer and without the required documentation/Transit Challan, wherever applicable.
10. All timber lots shall be formed, stacked and arranged properly as per the direction of the authorised officer so that measurement, inspection, display and auction can be carried out conveniently.
11. The contractor shall take utmost care to avoid damage to the timber, trees, buildings, roads, boundary structures, installations and other properties within the Indian Botanical Garden area. Any loss or damage caused due to negligence shall be recovered from the contractor.
12. The contractor shall comply with all applicable provisions of the Indian Forest Act, 1927, relevant Rules, Transit Rules and other statutory requirements applicable to the handling and disposal of forest produce.
13. The contractor shall maintain all safety norms during execution of the work. Labourers shall be provided with necessary safety equipment and protective gear. The contractor shall be solely responsible for any accident, injury, loss or damage arising due to negligence or violation of safety precautions.
14. The contractor shall comply with all applicable labour laws and shall pay wages to the engaged labourers in accordance with the prevailing Minimum Wages notified by the appropriate authority.
15. The contractor shall deploy sufficient manpower and equipment to complete the work within the stipulated period. No claim for additional payment shall be entertained due to shortage of labour, tools, machinery or other resources arranged by the contractor.
16. The contractor shall be responsible for the repair and maintenance of his vehicles, machinery and equipment. Wbfdcl shall not be responsible for any breakdown, damage or loss of the contractor's vehicles, machinery or equipment.

17. The contractor shall not cause any obstruction to the normal activities, movement or functioning of the Indian Botanical Garden Authority. Any damage to roads, pathways, plantations, structures or installations shall be repaired by the contractor at his own cost.
18. The work shall be carried out only during the permitted working hours and as directed by the Indian Botanical Garden Authority and the authorised officer of Wbfdcl. No work shall be undertaken before sunrise or after sunset without prior written permission.
19. The decision of the authorised officer of Wbfdcl regarding the work area, formation of lots, measurement, stacking, arrangement and completion of work shall be final and binding upon the contractor.
20. The contractor shall submit bills only after completion of the relevant work and measurement thereof. Payment shall be released on the basis of the actual work executed and certified by the authorised officer. No payment shall be made for unexecuted work or excess quantity not duly approved and measured.
21. The contractor shall not be entitled to claim any compensation for reduction in the actual quantity/volume of timber or work, non-availability of a particular area, change in location, variation in lot composition or any other operational requirement.
22. The contractor shall not sublet or transfer the work, wholly or partly, to any other person or agency without prior written permission of Wbfdcl.
23. In case of delay, negligence, unsatisfactory performance, unauthorised removal of timber, damage to property or violation of the terms and conditions, Wbfdcl shall be entitled to take appropriate action, including deduction/recovery of losses, imposition of penalty, cancellation of the work order and forfeiture of security deposit, as applicable.
24. The contractor shall be responsible for any claim, compensation, liability or legal action arising out of any accident involving his labourers, representatives, vehicles, machinery or equipment. Wbfdcl shall not be liable for such claims or consequences.
25. No extension of time shall ordinarily be allowed. However, extension may be considered by the Competent Authority only in genuine cases of force majeure or for reasons beyond the control of the contractor, subject to submission of a written application and supporting documents.
26. Any matter not specifically mentioned herein shall be governed by the terms and conditions of the NIT, tender document, approved estimate and the instructions issued by the Competent Authority of Wbfdcl.
27. Wbfdcl reserves the right to increase, decrease, modify, omit or cancel any item of work, wholly or partly, depending upon the actual requirement and field condition, without assigning any reason. No extra claim shall be entertained on this account.
28. No carriage should be done before sunrise or after sunset. No vehicle shall be allowed to remain in the work site after the sunset.
29. 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.
30. 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 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.

31. All timbers from loading site 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.
32. 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.
33. 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).
34. While engaging the labourers, payments to the labourers to be made as per the Minimum Wages Act.
35. 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.
36. Carriage of harvested produce include
 1. Loading of produce from felling site into carriage vehicle in CFC coupe area
 2. Carriage of produce from Forest coup area to Depot.
 3. Unloading the same produce at Depot.
37. 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.
38. 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.
39. Carriage contractor shall maintain all the safety norms during the carriage of 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.
40. The produce should be carried immediately after joint passing of the produce. Carriage should be done immediately after ITC is prepared.
41. Any involvement of other govt. departments, agencies, public bodies in terms of overhead or underground installation needs to be taken care of by the IBG Authority (Indian Botanical Garden) & the tenderer only. WBFDC will only carry out the auction/tender process.
42. WBFDC will not be responsible for any damages, accident, injury, and loss to human property or life while carrying out the work; utmost care should be taken to avoid such incident.
43. 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 produce from the coup area
 2. Fire incidence in area and produce is damaged due to non-carriage
 3. Late submission of lot for auction due to late carriage
44. Carriage contractors should have sufficient number of carriage vehicles at their disposal so that carriage of Produce is completed within schedule.
45. 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.

46. 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 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.
47. The vehicle should be registered as Commercial Vehicle with competent Authority with permission to ply within the State West Bengal.

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

Digitally signed by SATYAJIT ROY
Date: 2026.10.06 08:30:58 IST
Location: West Bengal-WB