



Office of the Ex officio Manager, Green Projects Wing, West Bengal Forest Development Corporation Limited & Divisional Forest Officer, Durgapur Division

E-Tender for maintenance of landscaping and beautification at Durgapur Steel Thermal Power Station, Andal
(Area 2,07,920 Sqm.).

Notice Inviting Tender No: WBFOR/DGP/GPW/DSTPS/NIT/01(e) of 2026-27



**Office of the Ex-Officio Manager, Green Projects Wing,
West Bengal Forest Development Corp. Ltd. &
Divisional Forest Officer, Durgapur Division**
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Memo No. 495/2-55(A)

Date: 07.05.2026

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**e-Tender for maintenance of landscaping and beautification at Durgapur Steel Thermal Power Station, Andal
(Area 2,07,920 Sqm.).**

Ex officio Manager, Green Projects Wing, West Bengal Forest Development Corporation Limited & Divisional Forest Officer, Durgapur Division, invites e-tenders for the following work(s) as detailed in the table below. [Collection (downloading) and Submission (uploading) of Tender can be made online through the website <https://wbtenders.gov.in> only].

Name of Project	Estimated Amount Put to tender (Rs.)	Earnest Money Deposit (Rs.)	Tender Fees (Rs.)	Period of Completion of the work	Defect Liability Period
Maintenance of landscaping and beautification at Durgapur Steel Thermal Power Station, Andal (Area 2,07,920 Sqm.).	Rs. 2,52,64,285.00 (including all taxes as applicable)	Rs. 5,05,286.00 (2% of the amount put to tender)	NIL	One Year	Six months

The Tender Inviting Authority reserves the right to cancel any work without assigning any reason thereof.

Work order may be issued for the whole work/ for part of the work to the Highest Scorer as deemed fit by the TIA (Tender Inviting Authority).

In the event of e-filling, the intending bidder may download the tender documents from the website <https://wbtenders.gov.in> directly with the help of a 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)

- a) 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 the Finance Department, Audit Branch, Government of West Bengal.

Schedule of Dates:

Sl. No.	Particulars	Date & Time
1	Date of uploading N.I.T. Documents - Online (Publishing Date)	08.05.2026 at 10.00 AM
2	Documents download start date (Online)	08.05.2026 at 10.00 AM
3	Documents download end date (Online)	30.05.2026 at 05.00 PM
4	Bid submission start date (Online)	08.05.2026 at 10.00 AM
5	Bid submission closing date (Online)	30.05.2026 at 05.00 PM
6	Bid opening date for Technical Proposal (Online)	01.06.2026 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 workingday will be treated as the 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 the Technical or Financial Proposal or both, if required.

INSTRUCTION TO BIDDERS (ITB)

Section – A

1. General Guidance for e-Tendering

i. Instructions / Guidelines for tenderers for electronic submission of the tenders online have been shown in Website <https://wbtenders.gov.in>

ii. 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.

iii. Digital Signature Certificate (DSC)

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

iv. Collection of Tender Documents

The contractor can search and download NIT and tender documents electronically from a computer once he logs on to the website mentioned in Clause 1.i using the Digital Signature Certificate. This is the only mode of collection of tender documents.

v. 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 un-employed engineers society or registered labour co-operative society or registered company. If the prospective Tenderer is found to have applied severally in a single work, all his tenders will be rejected.

2. Submission of Tenders:

A. General process of submission:

Tenders are to be submitted online through the website stated in Clause 1.i 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 schedule of dates. 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.

B. Technical Proposal

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

a) Technical File (Statutory Cover with Statutory Documents)

- i. NOTICE INVITING TENDER (NIT) and ESTIMATE (to be submitted in “NIT” Folder appropriately)
- ii. Section B (Form I, Form II, Form III, 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 if any. (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 (Statutory Documents)

The following documents are mandatory for qualifying on Technical Ground

Sl. No.	Category Name	Sub-Category Description	Document Name
			(For details, see Clause 3 of ITB & relevant clauses of NIT)
A.	CERTIFICATES	CERTIFICATES	1 Latest Professional Tax deposit challan to the Government of West Bengal for the current period
			2 GST Registration Certificate for the state of West Bengal
			3 I.T.R. Acknowledgement Receipt (last 3 Financial Years- F.Y. 2022-23, F.Y. 2023-24, F.Y. 2024-25)
			4 PAN Card
			5 Trade License issued by the Local Bodies under the Government of West Bengal the current period
			6 ESI and EPF Registration Certificate (If EPF and ESI is not required by law, a declaration is to be submitted on the letterhead of The Company/ Firm properly stamped and signed)
B.	COMPANY DETAILS	COMPANY DETAILS	1 Proprietorship Firm - Trade License issued by Local Bodies under the Government of West Bengal
			2 Partnership Firm - Registered Partnership Deed, Registered Power of Attorney, Trade License issued by the Local Bodies under the Government of West Bengal
			3 Pvt. Ltd. Company – Registration/ Incorporation Certificate under Company's Act, MOA & AOA, Registered Power of Attorney, Trade License issued by Local Bodies under the Government of West Bengal
			4 Registered Un-employed Engineers and Labour Co-operative Societies Limited. <ol style="list-style-type: none"> 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. vi. Registered Power of Attorney. vii. Trade licence issued by Local Bodies under Government of West Bengal

C.	CREDENTIAL	CREDENTIAL	1	<p>(i) Intending tenderers should produce a single credential of similar nature of completed work of the minimum value of 40% of estimated amount put to tender during 5 years prior to the date of issue of tender notice.</p> <p>or</p> <p>(ii) Intending tenderers should produce two credential of similar nature of completed work of the minimum value 30% of estimated amount put to tender during 5 years prior to the date of issue of tender notice.</p> <p>or</p> <p>(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</p> <p>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..</p> <p>Credential certificate issued by the Executive Engineer/Divisional Forest Officer or equivalent or 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.</p>
E.	FINANCIAL (INFO)	Turnover	1	<p>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.</p>

❖ **The bidders shall note that all details sought are statutory in nature.**

C. 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.

D. NORMS FOR FINALISATION OF THE BIDS:

The Evaluation of the tender will be done by a Tender Committee based on the principle of Quality cum Cost Based Selection (QCBS).

The details of the process are described below:

The evaluation of the proposal shall be carried out in two stages.

- In the first stage, evaluation of the technical proposal will be taken up. Proposals that are received incomplete (i.e. when the required bid formats and /or supporting documents have not been submitted) will be summarily rejected. The technical documents of the firm will be evaluated as per the criteria mentioned in clause 2.B & clause 3 of Section -A of ITB. Total Technical Score is 100. Scoring on the Technical Bid will be provided only to the technically qualified bidders as per the scoring pattern mentioned in clause 2.D of Section-A of ITB. Bidders securing a technical score of 60 or above will qualify for the evaluation in the financial bid. (In exceptional circumstances, to be recorded in writing, the Tender Committee may recommend lower qualifying marks).

➤ In the second stage, evaluation of the financial proposal of the technically qualified bidders securing a technical score of 60 or above will be taken up. The financial proposal of the technically qualified bidders will be evaluated as per the evaluation criteria mentioned below:

- The total financial score for the evaluation of the financial proposal is 100. The list of Bidders will be ranked in ascending order, i.e. the Bidder who quoted the lowest amount (L1) will be ranked first and so on. For the purpose of this tender, the participating bidder who would quote the lowest amount in the financial proposal will be ranked L1 and will be assigned 100 points. Other bidders, viz: L2, L3, etc., will be compared against the financial proposal of the L1 and points assigned accordingly. For example, if the quote of L1 is Rs. 200/- & that of L2 is Rs. 400/-, then L1 will be awarded 100 points (maximum), and L2 will be awarded $(200/400) \times 100 = 50$ Points.

The weightage assigned for bids is - Technical bids: Financial Bids = 80:20. The final Assessment will be based on the 80% of Technical + 20% of the financial scores.

Total Score Secured = 80% of Technical Score + 20% of Financial Score.

Acceptance of Tender :

The highest marks scorer as per QCBS should normally be accepted and awarded the work. However, the Tender Accepting Authority does not bind him/herself to do so and may reserves the right to reject any or all the tenders, for valid reasons.

Scoring Pattern on Technical Bid

Sl. No.	Criteria / Sub-criteria	Max. Marks	Supporting Documents
A	<ul style="list-style-type: none"> • Average Annual Turnover of the last three financial years: : 40% of the estimated amount put to tender \leq Turnover \leq 60% of the estimated amount put to tender = 5 marks • Average Annual Turnover of the last three financial years: : 60% of the estimated amount put to tender \leq Turnover \leq 80% of the estimated amount put to tender = 10 marks • Average Annual Turnover of the last three financial years: 80% of the estimated amount put to tender \leq Turnover \leq 100% of the estimated amount put to tender = 20 marks • Average Annual Turnover of the last three financial years: 100% of the estimated amount put to tender $<$ Turnover = 30 marks (Max. 30 marks)	30	I.T.R. Acknowledgement Receipt for the last three financial years Last three financial years, Audited Balance Sheet and Audited P&L Accounts Last three financial years Average Annual Turnover duly certified by a CA.
B	Credential as per clause no. 2.B.b.C of Section-A of ITB (10 marks for each project (Max. 30 marks) Explanation: 1) Each credential of similar nature of completed work of the minimum value of 40% of the estimated amount put to tender during 5 years prior to the date of issue of tender notice will get 10 marks. 2) If the bidder technically qualifies then Each credential of similar nature of completed work of the minimum value of 30% of the estimated amount put to tender during 5 years prior to the date of issue of tender notice will get 10 marks. 3) If the bidder technically qualifies then each credential of running work of similar nature which has been completed to the extent of 80% or more and value of which is not less than 40% of the estimated amount put to tender will get 10 marks.	30	As mentioned in clause no. 2.B.b.C of Section-A of ITB
C	2 nos. Full-time engaged Technical Personnel <ul style="list-style-type: none"> • having a Post-Graduation or above educational qualification in Horticulture / Botany / Agriculture for Plantation Works and Landscaping & Beautification Works. Or A retired Forest Officer having experience of at least	10	Bio data, Appointment Letter by the Employer, Declaration from the employee confirming present status of employment, and Degree Certificate. For a retired Forest Officer, a self-declaration

	25 years in Plantation and Landscape-Beautification works. • Graduate or Post Graduate Civil Engineer for any civil works • Graduate or Post Graduate Electrical Engineer for any electrical works (5 marks for each Technical Personnel)		stating his work experience and current employment status
D	4 nos. Full-time engaged Technical Personnel • having a Graduation in Horticulture / Botany / Agriculture for Plantation Works and Landscaping & Beautification Works. Or A retired Forest Officer having experience of at least 25 years in Plantation and Landscape-Beautification works. • Diploma in Civil Engineering for any civil works • Supervisor or Engineer holding Electrical Supervisor's Certificate of Competency (granted by the authorities of the concerned State Government/ West Bengal Licensing Board) on the parts as per I.E. Rules or National Supervisors Certificate of Competency. (2.5 marks for each Technical Personnel)	10	Bio data, Appointment Letter by the Employer, Declaration from the employee confirming present status of employment, and Degree Certificate. (Valid Electrical Supervisor's Certificate of Competency only for Electrical Engineer or supervisor) For a retired Forest Officer, a self-declaration stating his work experience and current employment status
E	MSME registration	6	MSME registration certificate
F	EPF Registration	2.5	EPF Registration Certificate
G	ESI Registration	2.5	ESI Registration Certificate
H	Latest GST return (monthly/quarterly as applicable)	3	Latest GST return (monthly/quarterly as applicable)
I	Latest EPF return	3	Latest EPF return
J	Latest ESI return	3	Latest ESI return
	Total	100	

3. **Additional Criteria for participation in tender:**

- a) 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.
- b) 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).
- c) 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 a disqualification towards eligibility.
- d) Joint Ventures not allowed.
- e) A prospective Tenderer shall be allowed to participate in the job either in the capacity of an 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. Subcontracting not allowed.
- f) Conditional / Incomplete Tender will not be accepted under any circumstances.
- g) Absence of any of the details or lack of sufficient documents as mentioned in clause no. 2.B of Section-A of ITB shall make the Tenderer / Bidder ineligible for further consideration. During the process of evaluation/ before issuance of Work Order, if the Tender Inviting Authority/Tender Evaluation Committee finds that there are any wrong details, misrepresentation or false declarations given

by the Tenderer / Bidder, the Tender Inviting Authority/Tender Evaluation Committee shall have the right to disqualify, forfeiture of EMD and to recommend for debarment the firm/company and take other action as deemed necessary.

h) Agencies are required to give a detailed work programme in the form of a bar chart/workflow chart along with the tender.

i) 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 be disqualified

j) The eligibility of a bidder will be ascertained on the basis of the attached documents uploaded using digital signature in support of the minimum criteria and the declaration executed through prescribed affidavit in non-judicial stamp paper (must be upload both sides of Stamp Paper) of appropriate value duly notarised. If any documents submitted by a bidder is either manufacture or false, in such cases, the eligibility of the bidder/tenderer will be out rightly rejected at any stage without any prejudice.

4. Technical proposals will be opened by the authorized representatives electronically from the website stated in Clause 1.i of ITB, using their Digital Signature Certificate. Intending tenderers may remain present, if they so desire. Decrypted (transformed into readable formats) documents will be downloaded and handed over to the Tender Evaluation Committee (constituted for evaluation of tenders). The intending Tenderers shall clearly understand that whatever may be the outcome of the present Invitation of Tender, no cost of Tendering shall be reimbursable by the WBFDC. The Tender Inviting Authority 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 been incurred by any Tenderer at any stage of Tendering.

5. 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. During the evaluation/before issuance of the work order, the Committee/Tender Inviting Authority may summon the tenderers and seek clarification/information or additional documents or an 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, EMD will be forfeited and penal action will be taken against the bidder.

6. Date of opening of financial bid will be intimated during uploading of the Technical Bid Evaluation.

7. Financial proposals of the tenderers declared technically eligible and secured a technical score of 60 and above will be opened electronically from the web portal stated in clause 1.i of ITB on the prescribed date.

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

9. 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.

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

b) 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.

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

d) Any documented unsolicited attempt by a bidder (A Person/Contractor/Agency /Joint Venture/Consortium/Corporation participating in the procurement process and/or a person / Contractor / Agency / Joint Venture / Consortium / Corporation having an agreement/contract for any procurement with the department shall be referred as Bidder) unduly influencing the outcome of the bidding in his favour.

e) 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.

f) All other acts that tend to defeat the purpose of the competitive bidding, such as lodging false complaints about any Bidder, lodging false complaints about any Officer duly authorized by the WBFDC Ltd., restraining any interested bidder from participating in the bidding process, etc.

g) Assignment and subcontracting of the contract or any part thereof without prior written approval of the procuring entity.

h) Whenever adverse reports related to adverse performance, misbehaviour, direct or indirect involvement in threatening, making false complaints, etc., damaging the reputation of the WBFDC Ltd. or any other type of complaint considered fit by the competent authority of the WBFDC Ltd., are received from more than one Officer or on more than one occasion from an individual Officer.

i) Refusal or failure to post the required performance security / earnest money within the prescribed time without justifiable cause.

j) Failure in deployment of Technical Personnel, and Work Supervisor having the requisite license/supervisor certificate of competency as specified in the contract.

k) Refusal to accept an award after issuance of "Letter of Acceptance" or enter into a contract with the WBFDC Ltd. without justifiable cause.

l) 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.

- m) Failure by the Contractor to fully and faithfully comply with its contractual obligations without valid cause, or failure by the Contractor to comply with any written lawful instruction of the Procuring Entity/Authority (the Officer authorized by the WBFDC Ltd. for procurement) or its representative(s) pursuant to the implementation of the Contract.
- n) For the procurement of Consultancy Service/Contracts, poor performance by the Consultant of his services arising from his fault or negligence. Any of the following acts by the Consultant shall be construed as poor performance.
- (i) Non deployment of competent technical personnel, competent Engineers and/or work supervisors;
 - (ii) Non-deployment of committed equipment, facilities, support staff and manpower;
 - (iii) Defective design resulting in substantial corrective works in design and/or construction;
 - (iv) Failure to deliver critical outputs due to consultant's fault or negligence;
 - (v) Specifying materials which are inappropriate and substandard or way above acceptable standards leading to high procurement cost;
 - (vi) Allowing defective workmanship or works by the Contractor being supervised by the Consultant.
- o) For the procurement of goods, unsatisfactory progress in the delivery of the goods by the manufacturer, supplier, or distributor arising from his fault or negligence and/or unsatisfactory or inferior quality of goods, vis-à-vis as laid down in the contract.
- p) Willful 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: a to p of the above Clause-9 of Section-A of ITB to be considered as First degree of offence.
- (B) Second degree of offence: Any one of the offences as mentioned above in Clause-9 of Section-A of ITB, committed by a particular Bidder/Contractor/Supplier on more than one occasion, shall be considered as Second degree of offence.

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

PENALTY FOR OFFENCE:-

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

10. Refund of EMD: The EMD of the unsuccessful Tenderer will be refunded as per the notification issued by the Finance Department, Government of West Bengal, Memo no. 3975-F(Y) dated 28/07/2016.

11. 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 TIA will not, on any account, be responsible for procuring the same.

12. The selected contractor shall apply to the Tender Inviting Authority for seeking permission for utilization of land in proximity to the site for arranging the required (if any) plant & machinery, store of materials, labour shed, laboratory etc. at his own cost and responsibility. All such temporary sheds, etc. shall have to be dismantled, and all debris, etc., cleared from the site post completion of the work or as directed by The Tender Inviting Authority. Once an order to the effect is issued from the Tender Inviting Authority in this regard, it shall be brought to effect by the contractor without contest.

13. Generally, Bids will be valid for 120 days from the date of opening of the financial bid/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 the end date for submission which has been accepted for further processing, is not allowed. EMD will be forfeited by WBFDC Ltd. and the bidder/contractor penalized in terms of provisions in the notice of the tender (Sl. 9 of Section A ITB).

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

15. The Tender Inviting Authority reserves the right to cancel this N.I.T. due to unavoidable circumstances, and no claim in this respect will be entertained.

16. While making any payment to the contractor whose tender has been accepted for work done under the contract, the authority making payment shall deduct such sum which together with the Earnest Money already deposited and converted into security deposit, shall amount to 10% of the value of works executed at the material point of time and paid during the progressive running accounts bills, so that total deduction together with Earnest Money constitute 10% of the tendered value of work actually done. Security Deposit will be for one year, which may be forfeited for poor quality of work and/(Sl. 9 of Section A ITB).

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

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

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

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

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

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

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.

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

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

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

19. Removal of Discrepancy:

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

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

20. No Mobilization Advance and Secured Advance will be allowed.

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

22. Site of work and necessary drawings may be handed over to the successful Tenderer along with the work order or in a phase-wise manner as deemed fit by the Tender Inviting Authority. 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 to any compensation for any loss suffered by him due to delay arising out of the modification of the work, due to non-delivery of the possession of the site and/or modification of work, etc.

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

26. No tenderer shall be deemed to be fit for consideration unless the tender documents are fully filled in. All information that may be asked from the Tenderer must be unequivocally furnished. The eligibility of a Tenderer will be ascertained based on the documents submitted by a Tenderer in support of the 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 penal action will be taken against him.

27. In the event of a tender being submitted by a partnership firm, it must be signed by a partner or partners 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 partner or a joint family it must disclose that the firm is duly registered under the Indian Partnership Act.

28. 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 the alteration.

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

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

31. For all works under this tender and extra/substituted works (if any), labourer to be engaged only from DVC (Andal) Project Affected Aranyak Workers' Service Co-operative Society Ltd. only. Wages to be paid to the labourer of DVC (Andal) Project Affected Aranyak Workers' Service Co-operative Society Ltd. in accordance to minimum wages specified by the Government of India and its subsequent amendments from time to time. EPF, ESI, and any other statutory liability of the labourer to be solely borne by the contractor only.

RATES ARE FIRM FOR THE PERIOD OF THE PROJECT. IN CASE ANY ABNORMAL DEVIATION IS OBSERVED DURING THE COURSE THE TENDER ACCEPTING AUTHORITY MAY REFER TO THE APPROPRIATE HIGHER AUTHORITY OF WBFDC Ltd. IN DECIDING ON THE RATE REVISIONS (IF NEEDED).

Sd/-
Ex-officio Manager, Green ProjectsWing, WBFDC &
Divisional Forest Officer,
Durgapur Division

Memo No. 495(4)/2-55(A)

Date: 07.05.2026

Copy forwarded for kind information to: -

- 1) The Managing Director, West Bengal Forest Development Corp. Ltd.
- 2) The Chief Executive Officer, Green Project Wing, West Bengal Forest Development Corp. Ltd.
- 3) The Guard File
- 4) Notice Board

Sd/-
Ex-officio Manager, Green ProjectsWing, WBFDC &
Divisional Forest Officer,
Durgapur Division

Section – B
FORM-I
APPLICATION

(To be submitted in the original letterhead of The Firm/Company/Co-operative Societies)

To,
Ex-officio Manager, Green Projects Wing,
Divisional Forest Officer,
Durgapur Division

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

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

Dear Sir / Madam,

Having examined the NIT documents along with the Instruction to the bidders and General Terms & Conditions of Contract, I/We hereby submit all the necessary information and relevant documents for evaluation.

The necessary evidence admissible by law in respect of the 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/Co-operative Societies: _____

Title & Capacity of the officer: _____

Name of the Firm with Seal: _____

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

(To be submitted in the original letterhead of The Firm/Company/Co-operative Societies)

To,
Ex-officio Manager, Green Projects Wing,
Divisional Forest Officer,
Durgapur 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 sitewhichever is later.
4. I/ We understand that you are not bound to accept the highest scorer or any tender you receive.

Yours faithfully,

Signature.....
Designation :
Address :

Name of Proprietor/Partners/Directors of the Firm/Company/Co-operative Societies:

- 1) _____.
- 2) _____.

Section – B
FORM – III
STRUCTURE AND ORGANISATION
(To be submitted in the original letterhead of The Firm/Company/Co-operative Societies)

Name of the applicant (Tenderer):

Office Address:

Telephone No.:

Fax No.:

e-mail:

Name and address of Bankers:

Attach an organization chart showing the structure of the Proprietary Firm, Partnership, Pvt. Ltd. Company, Corporation, or Co-operative Societies with names of key personnel and technical staff with Bio-data.

Date: _____

Authorized signatory of the Firm/Company/Co-operative Societies: _____

Title & Capacity of the officer: _____

Name of the Firm with Seal: _____

Note: Application covers Proprietary Firm, Partnership, Pvt. Ltd. Company, Corporation or Co-operative Societies

Section-B

AFFIDAVIT – Y

(To be furnished in Non-judicial stamp paper of appropriate value duly notarized)

- (I) I, the undersigned do certify that all the statements made in the attached documents are true and correct. In case of any information submitted, proved to be false or concealed, the application may be rejected and no objection/claim will be raised by the undersigned.
- (II) The undersigned also hereby certifies that neither our Firm/ Company _____ nor any of constituent partners had been debarred to participate in tender by State/ Central Government, State /Central Government undertaking, Statutory/ Autonomous bodies constituted under the Central/ State statute in favour of whom credentials are preferred by the undersigned towards eligibility criteria claim; during the last 5 (five) years prior to the date of publication of this N.I.T.
- (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 Tender Inviting Authority hereinreferred 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/Co-operative Societies: _____

Title & Capacity of the officer: _____

Name of the Firm with Seal: _____

Annexure – I

SPECIMEN FORMAT FOR THE BANK GUARANTEE FOR ADDITIONAL PERFORMANCE SECURITY DEPOSIT

(*To be submitted if the bid price quoted by the bidder is below 20% of the estimated cost put to tender otherwise the tender will be treated as invalid and rejected)

To,

WHEREAS (name and address of Contractor) (hereafter called “the Contractor”) has undertaken, in pursuance of Contract No: dated to execute (name of Contract and brief description of Works) (hereinafter called “the Contractor”).AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a Scheduled commercial bank for the sum specified therein for ‘**ADDITIONAL PERFORMANCE SECURITY DEPOSIT**’ for compliance with his obligation in accordance with the Contract:

AND WHEREAS we (Indicate the name of the bank and branch) have agreed to give the Contractor such a Bank Guarantee: NOW THEREFORE we ; (Indicate the name of bank and branch) hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, upto a total of Rs.(Amount of guarantee) (in words). We undertake to pay you, upon your first written demand and without cavil or argument, a sum within the limits of (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We (Indicate the name of the bank and branch) hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We (Indicate the name of the bank and branch) further agree to pay to you any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present absolute and unequivocal.

The payment/so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

We (Indicate the name of the bank and branch) further agree that no change or addition to or other modification of the terms of the Contract or of the works to be performed there under or of any of the contract documents which may be made between you and the contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

We (Indicate the name of the bank and branch) lastly undertake not to revoke this guarantee except with the previous consent of you in writing. This guarantee shall be valid upto ----- . It come into force with immediate effect and shall remain in force and valid for a period upto the time of completion of the work under the stated contract plus claim period of six months for the Bank Guarantee. Notwithstanding, anything mentioned above, our liability against this guarantee is restricted to Rs (Rs.) and unless a claim in writing is lodged with us within the validity period, i.e upto.....of this guarantee all our liabilities under this guarantee shall cease to exist.

Signed and sealed this day
SIGNED, SEALED AND DELIVERED
For and on behalf of the BANK by:
(Signature)
(Name)
(Designation)
(Code Number)
(Address)

NOTES:
The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee. The address, telephone number and other details of the Head Office of the Bank as well as of the issuing Branch (within West Bengal only to be accepted) should be mentioned on the covering letter of issuing Branch.

GENERAL TERMS & CONDITIONS OF CONTRACT

1. 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 AUTHORITY/TIA shall mean The Tender Inviting Authority, 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 Tender Inviting Authority.
- III) CONTRACTOR shall mean the firm or company or person whose tender has been accepted by the TIA 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 TIA for the contractor's use).
- V) This CONTRACT shall mean Articles of Agreement, these conditions, the schedule of quantities, the general instructions to the Contractor, the specifications, the drawings / maps and correspondences by which the contract is added, amended, valued, 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 DRAWINGS / MAPS shall mean the drawing/map or drawings/maps mentioned in NIT and any modifications of them approved by the TIA or any further Working drawings/maps or sketches by the TIA or any further working drawings/maps or sketches which may be furnished or approved in writing by the TIA.
- (XI) The SPECIFICATION shall include the specifications forming part of this contract.
- (XII) The SCHEDULE OF QUANTITIES, BILL OF QUANTITIES shall mean the Schedule or Quantities as specified and forming part of the contract.
- (XIII) The PRICED SCHEDULE OR QUANTITIES shall mean the schedule duly priced.
- (XIV) 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 email or Registered Post to the last known email address or private or business address as registered office of the address and shall be deemed to have been received when in the ordinary course of post it would have been delivered. If the TIA feels that the contractor (who has signed the agreement) should himself come & personally meet to the TIA 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.
- (XV) The term APPROVED, DIRECTED or SELECTED mean the approval direction or selection of the TIA 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 work in the opinion of the Tender Inviting Authority; completed in all respect.
- (XVI) WORDS imputing persons include Firms, Company, Co-operative Societies words imputing the singular only also the plural and vice-versa where the context so requires.

2. 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 TIA is preferred. All work during its progress and upon completion shall conform to lines as shown on the drawing/map furnished by the TIA. Should any details essential for efficient completion of the work be omitted from the drawings/maps and specifications it shall be the responsibility of the Contractor to inform the TIA and to furnish and install such details with their concurrence, so that upon completion of the proposed work the same will be acceptable and ready for use. The Tenderers are to note that the scope of work as mentioned may be reduced to any extent which is absolutely at the discretion of the TIA. 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 TIA, who shall be the final authority. The TIA may in their absolute discretion, issue further area drawings/maps and /or written instructions, details, direction and explanations which are hereafter collectively referred to as the TIA's instructions in regard to:

- a) The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.
- b) Any discrepancy in the drawings/maps or between the schedule of Quantities and /or Drawings/Maps and/or Specifications.
- c) The removal from the site of any materials brought thereon by the Contractor and the substitution of any other materials thereof.
- d) The demolition, removal and/or re-execution of any work executed by the Contractor.
- e) The dismissal from the work of any person employed thereupon.
- f) The opening up for inspection of any work covered up.
- g) The rectification and making goods of any defects under Clause hereinafter and those arising during the maintenance period (retention period).

The Contractor shall forthwith comply with and duly execute any work comprised in such TIA's instructions, provided always that verbal instructions, directions and explanations given to the Contractor or his representative upon the works by the TIA shall, if involving a variation, be confirmed in writing by the Contractor within seven days. No work, for which rates are not specifically mentioned in the priced schedule of quantities, shall be taken up without the written permission of the TIA. Rates of items not mentioned in the Priced Schedule of Quantities shall be fixed by the TIA, as provided in Clause VARIATION. If complete with the TIA's instructions as aforesaid involves work and/or loss beyond that contemplated by the Contract then, unless the same were issued owing to some breach of this contract by The Contractor, the TIA shall pay to the Contractor the price of the said work an extra to be valued as hereinafter provided and /or loss.

3. The Contractor may when authorized and shall when directed, in writing by the TIA or one or more representative of TIA whom the TIA may for that purpose appoint, shall be bound to add or omit from or vary the works shown upon the Drawings/Maps or described in specification or included in the Schedule of Quantities but the Contractor shall make no addition, omission or variation without such authorization or direction. A verbal authority or direction by the TIA, if confirmed by the Contractor in writing within seven days, be deemed to have been given in writing.

No claim for an extra shall be allowed unless it shall have been executed by the Contractor on specific direction on the Authority of TIA as herein mentioned any variation i.e. additions, omissions or substitutions shall vitiate the Contract. If the TIA feels that the whole or part of the works of any-item of estimate is to be done departmentally, or the nature of the work is changed, such conditions shall be acceptable for the contractor. The rates of items not included in the Schedule or Quantities shall be settled by the TIA in accordance with the following rules:

(a) For the rates for the additional, altered or substituted work for items mentioned in the tender, the tender at quoted rates will be applicable.

(b) For the rates for the additional, altered or substituted work for items not mentioned in the tender, the Contractor shall, within 7 days of the date of receipt of the order to carry out the work, inform the TIA of the rates which it is his intention to charge for such class of work, supported by required documents, vouchers etc. and analysis of rates claimed and the TIA shall determine the rates on the basis of the prevalent market rates and certify for the payment accordingly. The analysis shall be prepared on the basis of the actual cost of materials and labour plus 10 (ten) per-cent to cover overhead supervision and profit etc. However, the TIA, by notice in writing, will be at liberty to cancel their order to carry out such work and arrange to carry out as they may consider advisable. But under no circumstances, the Contractor shall suspend the work on the plea of non-settlement of the rates of items falling under this clause.

(c) Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work price as the net rates stated in the Tender or the schedule of quantities, if not so stated, then in accordance with local day work rates and wages for the district provided that in either case vouchers specifying the daily time (and if required by the TIA the workman's names) and materials used be delivered for verification to the TIA at or before the end of the work following that in which the work has been executed.

(d) As regards determination of the rates, the decision of the TIA shall be accepted as final. No supplementary items shall be taken up for execution except with prior written approval of the TIA. The TIA is not bound to recognize the cost of materials furnished in vouchers and in case the market value of such materials, found to be lower than the depicted in the vouchers the TIA at their discretion will fix the price of such materials based upon market value. The contractor may be asked to produce original bills and /or Cash Memos in respect of purchases of such materials from market. Bills and Cash Memos in this regard shall not be entertained unless purchases are affected from registered regular merchants engaged in the trade of such items.

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

5. The contractor shall inspect the work site where the work under this contract are to be carried out, and note the area restrictions carefully 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. TIA does not undertake any responsibility to obtain any concessions, permission from the owner of the adjoining plot or from any 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 damage due to operation connected 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.

6. The Contractor/Bidder should see the site of works and Tender Documents, Drawings etc. before submitting e-Tender and satisfy himself/herself regarding the condition and nature of works and ascertain difficulties that might be encountered in executing the work, carrying materials to the site of work, availability of drinking water and other human requirements & security etc. 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. Divisional Forest Officer or his authorized representative 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 invalid. The Contractor will not be entitled to any claim or extra rate on any of these accounts.

7. Persons tendering shall visit the site and make themselves thoroughly acquainted with the Nature and requirements of the case, facilities of transport, conditions affecting labour and materials and removal of rubbish, cost of carriage, freight and other charges and shall allow for in their tenders for any special difficulty in carrying out the work.

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

9. 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 TIA against any possible damage to the adjoining forest areas, trees, roads, or wild animals during execution of the work.

10. The TIAs/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 and examination and test of the materials and workmanship. Except for the representatives of Public Authorities, no person shall be allowed on the work at any time without the written permission of the TIA. If any work is to be done at a place other than the site of the work, the Contractor shall obtain the written permission of the TIA for doing so.

11. All the works specified and provided for in the specification or which may be required to be done in order to perform and complete and part thereof shall be executed in the best and most workmanlike manner with materials to the best and approved quality of the respective kinds in accordance with the particulars contained in and implied by the specification and as represented by the drawings/maps or according to such other additional particulars and instructions as may from time to time be given by the TIA during the execution of the work and to their entire satisfaction.

12. The TIA shall during the progress of the work have power to order in writing from time to time for the removal of Improper work within such reasonable time as may be specified in the order of any materials or work which in the opinion of the TIA are not in accordance with the specifications or their instructions, and the Contractor shall forthwith carry out such an order. The TIA shall have the power to employ and pay other persons to carry out the same, and all expenses consequent thereon or incidental thereto, as certified by the TIA, shall be borne by the Contractor or may be deducted by the TIA from any money due or that may become due to the Contractor. No certificates which may be given by the TIA in these respects shall relieve the Contractor from his liability in respect of unsound work of his workers.

13. The Contractor shall keep for the full time qualified technical person and skilled supervisors defined in the Section-A of ITB and approved by the TIA, 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 TIA. Any directions or instructions given to him in writing shall be held to have been to the Contractor officially.

The TIA/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 the power of Attorney for receiving materials, cheques, signing the measurement book etc. Any Supervisor, foreman, labour or other person 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 TIA, the Contractor shall discharge any person 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 TIA or any of its officers or employees.

The Contractor shall employ local labourers, preferably trained/experience of adjoining forest areas and members of adjoining JFMC (Joint Forest Protection Committee), JOB card holders, if they want to carry out any works in that particular planting site. 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 the provision of footwear for any labour doing any specific work. Any labourer supplied by the Contractor to be engaged on the work on a daily work basis, either wholly or partly under the direct order or control of the TIA 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 the Payment of Wages Act, 1936, the Minimum Wages Act, 1948 and Workman's Compensation Act, the rules framed thereunder and modifications thereof in respect of men employed by him in carrying out the contract.

The Contractors shall keep the TIA saved, harmless and indemnified against claims, if any, of the workmen and all costs and expenses as may be incurred by the TIA 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 TIA and also to the competent authority where such report is required by law.

14. Working hours for workers shall be guided by the guidelines of the Labour Commissioner of West Bengal and its time-to-time amendments.

15. The Contractor shall make suitable arrangements for the supply of water for the work. The Contractor shall have to make their own arrangement for carrying water at the work site.

16. All rubbish and superfluous materials, either from Contractor's own work or from works of other agencies, shall be removed from the site on completion to the satisfaction of the TIA.

17. The Contractor shall not, without the written consent and approval of the TIA, assign the agreement or sublet any portion of the work.

18. The successful Tenderer shall have to enter into an agreement with the TIA. Stamp duty and all other costs connected with execution of such agreement shall be borne by the successful Tenderers.

19. If the contractor or his workmen or servants or authorized representatives shall break, deface, injure, or destroy any part of building, in which they may be working, or any building, road, road-curbs, fence, enclosure, water pipes, cables, drains, electric or telephone posts or wires, trees, grass or grassland or cultivated ground contiguous to the premises, on which the work or any part of it is being executed, or if any damage shall happen to the work from any cause whatsoever or any imperfection become apparent in it at any time whether during its execution or within a period of hereinafter referred to as the Defect Liability Period, from the actual date of completion of work as per completion certificate issued by The Tender Inviting Authority the contractor shall make the same good at his own expense, or in default, The Tender Inviting Authority may cause the same to be made good by other workmen and deduct the expense (of which the certificate of The Tender Inviting Authority shall be final and binding on all concerned) from any sums, whether under this contract or otherwise, that may be then, or at any time thereafter become due to the contractor from the WBFDC Ltd. or from his security deposit, either full, or of a sufficient portion thereof and if the cost, in the opinion of The Tender Inviting Authority (which opinion shall be final and conclusive against the contractor), of making such damage or imperfection good shall exceed the amount of such security deposit and/or such sums, it shall be lawful for the WBFDC Ltd. to recover the excess cost from the contractor in accordance with the procedure prescribed by any law for the time being in force.

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

21. 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 WBFDC is able to take input tax credit in GSTR-2B the contractor will get balance 20% of approved bill amount. If the contractor fails to deposit the GST amount of approved bill / doesn't submit GSTR-1 and GSTR-3B, withheld 20% of approved bill amount shall stand forfeited to WBFDC.

22. Within 10 (Ten) days of completion of work, the contractor shall give notice of such completion to The Tender Inviting Authority and within 14 (Fourteen) days of receipt of such notice, The Tender Inviting Authority shall inspect the work, and if there is no defect in the work, he/she shall furnish to the contractor a final certificate of completion. Otherwise, a provisional certificate of physical completion indicating defects (a) to be rectified by the Contractor and/or (b) for which payment will be made at reduced rates, shall be issued. Such reduced rate is to be imposed with the approval of the Competent Authority of WBFDC Ltd. Final Payment will be subject to the availability of funds, administrative approval and financial sanction from the competent authority.

23. Should the Contractor desire to substitute any materials and workmanship, he must obtain the approval of the TIA, in writing, for any such substitution well in advance. Materials designated in this specification indefinitely by such terms, and Equal or other Approved, etc. shall be considered as coming under the provisions of this clause as substitutions, and no such materials shall be used until a specific approval by the TIA has been obtained in writing.

24. 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 be proceeded with throughout the stipulated period of the contract, 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 complete the work in all aspects within the stipulated time period for completion of works. In the event of the contractor failing to comply with any of the conditions related to achieving progress of work within the specified time period plus one month, he/she shall be liable to pay compensation. If the contractor fails to commence and/or maintain required progress 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 WBFDC. This will also apply to items or groups of items for which a separate period of completion has been specified.

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

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

25. 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 an increase in cost of materials, labour, GST etc.

26. The Contractor shall be responsible for all injury to persons/labourers, animals or things, and for all damage to the work/oradjacent public property which may arise from the operations or neglect of himself or of any of his employees, whether such injury or damage arises from carelessness, accident or any other cause whatever in any way connected with the carrying out of his contract. These causes shall be held to include, internally, any damage to the work, 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 TIA and held them harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of Government or other wise and also in respect of any award or compensation or the Contractor shall restore and repair all damage of every sort mentioned in this clause to deliver up to the whole of contract works complete and perfect in every respect to make good or otherwise satisfy all claims for damage to the property of the third parties. The contractor shall indemnify the TIA against all claims which may made against the TIA 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 TIA 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 TIA. The Contractor shall also indemnify the TIA against all claims which may be made upon the TIA, whether under the workman's Compensation Act or any other Statute in force during the currency of this contract or common law in respect of any injury to any of the contractor's or /and sub-contractor workmen or labour and shall at his own expense effect and maintain until the completion of the contract, with the approved Insurance Company a policy of Insurance in the joint names of the TIA and the Contractor against sub-risks and deposit such policy or policies with the TIA from time to time during the currency of this contract. The Contractor shall be responsible for anything which may be excluded from the Insurance Policies above referred to and also for all other damage to any property arising out of an incidental to the negligent or defective carrying out of this contract. The Contractor shall also indemnify the TIA in respect of any costs, charges or expenses arising out of any claims or proceeding and also in respect of any award of compensation of damages arising therefore the TIA shall be at liberty and have the power to deduct the amount of any damages, compensation costs, charges and expenses arising or to become due or to become due to the Contractor. The Contractor shall on signing the contract, issue the works and keep them insured (the works and keep them insured) until the Completion of the contract against loss or damage by the fire and /or earthquake with any approved Insurance Company in the joint name of the TIA and the Contractor for the full amount of the contract and for any further sum if called upon to be so by the TIA the premium of such further sum being allowed to the Contractor as an authorized extra. Such policy shall cover the property of the Contractor or of Employees. The Contractor shall deposit the policy and receipts for the premium with the TIA within 21 days from the date of signing the contract unless otherwise instructed by the TIA. In default of the Contractor insuring as provided above, the TIA on his behalf may so insure and may deduct the premium paid from any money due or which may become due to the Contractor. The Contractor shall, as soon as the claim under the policy is settled or the work reinstated by the Insurance Company, should they elect to do so, proceed with all due diligence with the completion of the work in the same manner as if the fire had not occurred and in all respects under the same conditions of contract. The contract shall, in case of rebuilding or reinstatement after fire shall be entitled to such extension of time for completion as the TIA may deem fit.

27. If the contractor (being an individual or a firm or a company or a co-operative society) commit any act of insolvency or shall be adjusted as an insolvent or shall make an assignment or composition of the greater part in number or amount of his creditors or shall enter into a deed of assignment with his creditors, or (being incorporated company), shall have an order made against him or pass an affective resolution for winding up either compulsorily or subject to the supervision of the court or voluntarily, or if the official assignee of the contractor shall repudiate the contract, or if the official assignee or the liquidator in any such winding up shall be unable within 7 (Seven) days after notice to him requiring him to do so, to show to the responsible satisfaction of the TIA that he is able to carry out and fulfil the contract and if required by the TIA to give security or if the contractor (whether in individual firm or company or co-operative society) 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 TIA 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 TIA 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 TIA 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 TIA 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 TIA as written notice that the said materials or work were condemned or rejected by the TIA 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 TIAs instruction to the contrary sub-let any part of the contract.

Then and in any of the said causes the TIA 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 TIA 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 TIA, 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 TIA 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 TIA may sell the same by public auction and shall give credit to the contractor or for the amount so realized.

The TIA shall thereafter ascertain and certify in writing under his hand that (if anything) shall be due or payable to or by the TIA, for the value of the said plant and materials so taken possession of by the TIA and the expense or loss which the TIA 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 TIA as the case may be and the certificate shall there upon be paid by the TIA, as the case may be and the certificate of the TIA shall be final and conclusive between the parties.

28. 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 Chief Executive Officer, Green Projects Wing, WBFDC Ltd. for works of Green Projects Wing, WBFDC Ltd., and to the General Manager (HQ) for all other works of WBFDC Ltd.

Sd/-
Ex-officio Manager, Green Projects Wing, WBFDC &
Divisional Forest Officer,
Durgapur Division