GOVERNMENT OF WEST BENGAL
DIRECTORATE OF FORESTS
OFFICE OF THE DIVISIONAL FOREST OFFICER
KURSEONG SOIL CONSERVATION DIVISION

J.M.G.Road, Naya Bazar, Kurseong-734203, District-Darjeeling
Tele-Fax : 0354-2344427 Email : dfokursc.fd-wb@gov.in

Memo. No : 62/2-41 **Date :** 17/01/2023

e-Tender Notice No. WBFOR/KSCD/NIeT/2 of 22-23/CAMPA

The Divisional Forest Officer, Kurseong Soil Conservation Division on behalf of the Governor, Govt. of West Bengal, invites e-Tender for the work detailed in the table below (Submission of Bid through online).

List of scheme:

Sl. No.	Name of the work	Estimated Amount (Rs)	Earnest Money (Rs)	Price of Technical & Financial Bid documents and others Annexure (Rs)	Period of Completion	Eligibility of Contractor
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	Constriction Of Catch Water Drain South Rimbick-1,Lodhomma Beat ofWest Balasan Catchment Range	389476.00	7790.00	1200 (Applicable to successful bidder at the time of Formal Tender)	30 days	Bonafide Contractors having Credential of more than **40 (Forty) percent** of the Estimated amount put to tender for the last 5 years.
	TOTAL	**389476.00**	**7790.00**			

1. In the event of e-Filing intending bidder may download the tender document from the website directly by the help of his Digital Signature Certificate (Details of which has been narrated in **"Instruction to Bidders"**, i.e. Section-A).

2. Online paid challans of EMD (Earnest Money Deposit) along with Original copies of Affidavit in prescribed proforma should be send physically to the office of the Divisional Forest Officer, Kurseong Soil Conservation Division or in the respective Range Offices under sealed cover as per time schedule as mentioned in Cl. 13 of this NIT. Documentary evidence regarding exemption of EMD [for registered Labour Co-operatives] has also

required to be submitted likewise. Technical Bid and Financial Bid both will be submitted concurrently duly digitally signed in the Website **https://wbtenders.gov.in.** Tender document may be downloaded from website & submission of Technical Bid/Financial Bid as per the Date/ Time Schedule stated in Sl. No.13 of this NIT. The documents submitted by the bidders should be properly indexed & attested with seal. Tender Fees should be deposited in the form of Challan to be originated from GRIPS Portal of Finance Department, West Bengal.

i) The prospective bidders shall have satisfactorily completed ***AS A PRIME AGENCY*** during the last 5 (five) years prior to the date of issue of this NIT at least one work of similar nature under the authority of State/Central Govt., State/Central Govt. undertaking /Statutory Bodies constituted under the statute of the Central / State Government and having a magnitude more than **40 (Forty) percent** of the Estimated amount put to tender of intended job. The Divisional Forest Officer, Kurseong Soil Conservation Division, reserves the rights to consider the credential percentage as per his discretion.

N.B.: *Estimated amount, Date of completion of project & detail communicational address of Client must be indicated in the Credential Certificate. Similar nature of work i.e. creation or maintenance of plantation.*

ii) The prospective bidders shall have in their full time engagement experienced technical personnel (Authenticated documents in respect of qualification and engagement shall be furnished for Technical-Evaluation). [Non Statutory Documents]

iii) Pan Card, Professional Tax receipt challan for the year 2022-23, GST registration Certificate to be accompanied with the Technical Bid document. Income Tax (Saral) Acknowledgement Receipt for assessment year 2022-23 to be submitted. [Non Statutory Documents]

iv) Neither prospective bidders nor any of constituent partner had been debarred to participate in tender by the Forest Directorate during the last 5 (five) years prior to the date of this NIT. Such debarment will be considered as disqualification towards eligibility. (A declaration in this respect has to be furnished by the prospective bidders as per prescribed format vide Cl.No. B.4.2./ Affidavit-'Y'/ Section-B without which the Technical Bid shall be treated non-responsive).

v) In case of Proprietorship and Partnership Firms and Company the Tax Audited Report in 3CD Form to be furnished along with balance sheet and profit and loss account and all schedules forming the part of Balance Sheet and Profit & Loss Account. Tax Audited report, Balance Sheet and Profit & Loss Account including all schedules forming the part of Balance Sheet and Profit & Loss Account should be in favour of applicant. No other name along with applicant name, in such enclose will be entertained. [Non Statutory Documents]

vi)The prospective bidders should own (Details as mentioned in Sl. No. 22/ NIT) the required plant and machineries of prescribed specifications as shown in format (Section-B, Form-IV). Conclusive proof of ownership (Tax invoice, Way Bill, Delivery Challan, incorporation in the Balance Sheet as fixed asset) for each plant and machineries in working condition shall have to be submitted. If the same is already engaged in the other works, then name of client along with his contact number should be furnished in the declaration by the intended bidder countersigned by the client with tentative date of release of such Plant and Machineries where the same are presently engaged. In case of Lease of machineries, original document of

ownership from which the lease is taken and authentic document in support of lease is to be submitted. If necessary, authority/ screening committee may inspect Plant and Machineries physically or call for the original documents as proof of Ownership of the same. [Non Statutory Documents]

vii) Registered Unemployed Engineers' Co-operative Societies/ Unemployed Labour Co.-Op. Societies are required to furnish valid Bye Law, Current Audit Report, Valid Clearance Certificate from A.R.C.S. for the year 2016 along with other relevant supporting papers. [Non Statutory Documents]

viii) Joint Ventures will not be allowed.

ix) A prospective bidder shall be allowed to participate in the particular Job either in the capacity of individual or as a partner of a firm. ***If found to have applied severally in a single job, all of his/ their bids will considered as non-responsive for that job*** , without assigning any reason thereof.

x) The partnership firm shall furnish the registered partnership deed and the company shall furnish the Article of Association and Memorandum. [Non Statutory Documents]

3. The prospective bidder, if awarded, shall engage technical staff according to the requirements of works to be executed.

4. The running payment of proposed executed work may be made to the executing agency as per availability of fund and no claim whatsoever in this regard will be entertained. Provisions in Clause(s) 7, 8, & 9 contained in W.B. Form No. 2911 (ii) so far as they relate to quantum and frequencies of payment are to be treated as superseded.

5. **Constructional Labour Welfare CESS** @ 1 (one) % of value of the works will be deducted from every Bill of the selected agency. Vat, Royalty & all other statutory levy/ CESS will have to be borne by the contractor & the rates in the schedule of rates are inclusive of all the taxes & CESS stated above.

6. **No Adjustment of Price OR Price Escalation of any kind will be allowed.**

7. **No Mobilization Advance and Secured Advance will be allowed.**

8. Agencies shall have to arrange required land for installation of Plant & Machineries, (specified for each awarded work), storing of materials, labour shed, laboratory etc. at their own cost and responsibility nearest to the work site.

9. **Bids shall remain valid** for a period not less than 90 days (Ninety Days) from the last date of submission of Financial Bid/ Sealed Bid. If the Bidder withdraws the Bid during the period of Bid validity his Earnest Money Deposit may be forfeited.

10. **No Materials will be supplied by the Department.**

11. **Intending tenders shall not have to pay the cost of tender documents for the purpose of participating in e-tendering vide G.O. no.199-CRC/2M-10/2012 Dt.21/12/2012 of Secretary, Govt. of West Bengal.**

12. **Date & Time Schedule :-**

Particulars	Date & Time
1. Date of Publishing NIeT & Tender Documents	30.01.2023
2. Document Sale/Download Start Date	30.01.2023 at 10.30 AM
3. Document Sale/Download end Date	07.02.2023 at 11 AM
4. Bid Submission/Upload Start Date	30.01.2023 at 10.30 AM
5. Bid Submission End Date	07.02.2023 at 11.00AM
6. Last date of submission of original copies of Earnest Money Deposit along with Original copies of affidavit in prescribed proforma	08.02.2023 at 4.00 PM
7. Date of opening of Technical Proposals	09.02.2023 After 11.00 AM
8. Date of opening of Financial Proposals	11.02.2023 After 11.00 AM

13. **There shall be no provision of Arbitration. Hence Cl. 25 of 2911 (ii) is omitted vide notification no 558/SPW dt. 13.12.11 of Secretary, to the Govt. of West Bengal.**

14. **Clause 17 of conditions of contract of 2911(ii) should be read as Notification No.177-CRC/2M-57/2008 dt.12/07/2012.**

15. **Earnest Money:** The amount of Earnest Money is 2% (Two percent) of the estimated amount put to tender in the form of Challan to be originated from GRIPS Portal of Finance Department, West Bengal, in favour of Divisional Forest Officer, Kurseong Soil Conservation Division, J.M.G.Road, Naya Bazar, Kurseong-734203. Authentic evidence regarding exemption of EMD [for registered Labour Co-operatives] required to be documented through e-Filling. Original copy has to be produced for verification.

16. The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the work as mentioned in the Notice Inviting Tender, the cost of visiting the site shall be at the Bidder's own expense.

17. The intending Bidders shall clearly understand that whatever may be the outcome of the present invitation of Bids, no cost of Bidding shall be reimbursable by the Department. The Divisional Forest Officer, Kurseong Soil Conservation Division, Forest Directorate reserves

the right to accept or reject any offer without assigning any reason whatsoever and is not liable for any cost that might have incurred by any Bidder at that stage of Bidding.

18. Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned against Sl.No.3 and Section-A, i.e., 'Instructions to Bidders' before bidding.

19. In case of Ascertaining Authority at any stage of tender process or execution of work necessary registered irrevocable power of attorney is to be produced.

20. **No Conditional/ Incomplete** Bid/ Tender will be accepted under any circumstances.

21. **Work Order**: Work order will be issued to the successful bidder only **after getting administrative approval** from concerned Higher Authority and **on receipt of fund/allotment** from the Government.

22. If more than one bidder quotes same rate which are found lowest at the time of opening, such similar multiple rates will be entertained/ accepted by the tender accepting authority considering eligibility on the basis of all relevant documents and credentials of one lowest and eligible bidder only.

23. The Divisional Forest Officer, Kurseong Soil Conservation Division, Forest Directorate reserves the right to cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.

24. During scrutiny, if it is come to the notice to tender inviting authority that the credential or any other papers found incorrect/manufactured/fabricated, that bid will be considered as non-responsive and out rightly rejected with forfeiture of Earnest Money and action will be taken as per IT Rule in force.

25. In case if there be any objection regarding prequalification/ list of "Technically Qualified Bidders", that objection should be lodged to the Tender inviting authority, i.e. Divisional Forest Officer Kurseong Soil Conservation Division within 2 days from the date of initial publication of list of Technically Qualified Bidders and beyond that time schedule no objection will be entertained by the Authority.

26. Before issuance of the work order, the tender accepting authority may verify the credential & other documents of the lowest bidder if found necessary. After verification, if it is found that such documents submitted by the lowest bidder is either manufactured or false, in that case the work order will not be issued in favour of the bidder under any circumstances.

27. If any discrepancy arises between two similar clauses on different notifications, the clause as stated in later notification will supersede former one in following sequence:-
    (a) Printed Tender Form, i.e. W.B.F. 2911(ii).
    (b) Special terms and conditions.
    (c) Technical bid.
    (d) Financial bid.
    (e) Notice Inviting Tender.

    All works covered in the clause appearing hereinafter shall be deemed to form a part of the appropriate item or items of works appearing in the work schedule whether specifically mentioned in any clause or not and the rates quoted shall include all such works unless it is otherwise mentioned that extra payment will be made for particular work

28. **The Earnest Money may be forfeited –**

a) If the Bidder withdraws the Bid during the period of Bid validity.
b) In case of a successful Bidder, if the Bidder fails within the specified time limit to Sign the agreement.
c) During scrutiny, if it comes to notice to the tender inviting authority that the credential or any other papers found incorrect/manufactured/fabricated.

29. **Qualification Criteria**

The Tender Inviting & Accepting Authority will determine the eligibility of each bidder, the bidders shall have to meet all the minimum criteria regarding:-

a) **Experience**
b) **Technical Capability comprising of personnel & equipment capability**
c) **Financial Capacity**

The eligibility of a bidder will be ascertained on the basis of the attested documents digitally signed in support of the minimum criteria as mentioned in 30. (a), (b), (c) above and the declaration executed through prescribed affidavit in non-judicial stamp paper of appropriate value duly notarized. If any document submitted by a bidder is either manufactured or false, in such cases the eligibility of the bidder will be out rightly rejected at any stage without any prejudice and action will be taken as per stipulations of IT Rule in force.

M. karthi

(Karthikeyan M, IFS)
Divisional Forest Officer
Kurseong Soil Conservation Division

Memo. No : **Date :**

Copy forwarded for information and wide circulation through notice board to:

1. The Principal Chief Conservator of Forests (HoFF), West Bengal.
2. The Principal Chief Conservator of Forests (General), West Bengal.
3. The Principal Chief Conservator of Forests, Research, Monitoring & Dev, West Bengal.
4. The Additional Principal Chief Conservator of Forests, North Bengal.
5. The Chief Conservator of Forests, Finance, Aranya Bhawan, Salt Lake, Kolkata.
6. The Member Secretary, WBSFDA, Aranya Bhawan, Salt Lake, Kolkata.
7. The Chief Conservator of Forests, Soil Conservation, West Bengal.
8. The Chief Conservator of Forests, Hill Circle, West Bengal.
9. The General Manager (North), WBFDC Ltd.
10. The Conservator of Forests, Soil Conservation (North) Circle, West Bengal
11. The Sub Divisional Magistrate, Kurseong.
12. The Divisional Forest Officer, Darjeeling Division.
13. The Divisional Forest Officer, Kurseong Division.
14. All Range Officers, Kurseong Soil Conservation Division.
15. Notice Board of this Office.
16. Guard File.

M. karthi

(Karthikeyan M, IFS)
Divisional Forest Officer
Kurseong Soil Conservation Division

SECTION – A
Submission of Tenders

A.1. General Guidance for e-Tendering

Instructions/ Guidelines for tenders for electronic submission of the tenders have been annexed for assisting the contractors to participate in e-Tendering.

A.2. Registration of Contractor

Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system; through logging on to **https://etender.wb.nic.in** (the web portal of Public Works Department) the contractor is to click on the link for e-Tendering site as given on the web portal.

A.3. Registration of Contractor

Each contractor is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Information's Centre (NIC) on payment of requisite amount details are available at the Web Site stated in Clause 2 of Guideline to bidder DSC is given as a USB e- Token.

A.4. The contractor can search & download NIT & Tender Documents electronically from computer once he logs on to the website mentioned in Clause 2 using the Digital Signature Certificate. ***This is the only mode of collection of Tender Documents.***

A.5. Participation in more than one work

A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm. If found to have applied severally in a single job all his applications will be rejected for that job.

A.6. Submission of Tenders.

General process of submission, Tenders are to be submitted through online to the website stated in Sl. 2 of NIT in two folders at a time for each work, one in Technical Proposal & the other in Financial Proposal before the prescribed date &time using the Digital Signature Certificate (DSC) the documents are to be uploaded with scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

A.6.1. Technical proposal

The Technical proposal should contain scanned copies of the following further two covers (folders).

A.6.1.1. Statutory Cover Containing

i. GRIPS generated paid challan towards Earnest Money (EMD) as prescribed in the NIT against the work in favour of the Divisional Forest Officer, Kurseong Soil Conservation Division, Forest Directorate.

ii. NIT, Special Terms & Condition in NIT, Special Specification in NIT, if any, with all corrigendum and addendum, if any. ***(Download & upload the same Digitally Signed).***

iii. Tender form No. 2911(ii), ***(Download & upload the same Digitally Signed except quoting rate, quoting rate will only encrypted in the B.O.Q. under Financial Bid.***

In case quoting any rate in 2911(ii) the tender liable to summarily rejected.

A.6.1.2. Not statutory Cover Containing

i. Prequalification Application (Application for the Work……NIT No. …… Sl. No. …….) (Sec-B, Form – I)
ii. Financial Statement (Section – B, Form – II).
iii. Affidavits (Ref:- format AFFIDAVIT – "X" & format for general AFFIDAVIT – "Y" (SECTION- B).
iv. Certificate of revolving line of credit by the Bank (if required).
v. Professional Tax (PT) deposit receipt challan for the financial year 2018-19, Pan Card, IT Saral for the Assessment year 2022-23, GST Registration Certificate.
vi. Registration Certificate under Company Act. (if any).
vii. Registered Deed of partnership Firm/ Article of Association & Memorandum
viii. Power of Attorney (For Partnership Firm/ Private Limited Company, if any)
ix. Tax Audited Report in 3 CD Form along with Balance Sheet & Profit & Loss A/c for the last five years (year just preceding the current Financial Year will be considered as year – I)
x. Clearance Certificate for the Current Year issued by the Assistant Register of Co-Op(S) (ARCS) bye laws are to be submitted by the Registered Labour Co-Op(S), Engineers' Co.-Opt.(S).
xi. List of machineries possessed by own along with authenticated copy of invoice, challan & waybill ref: Sl. No. 3 (viii) & 22 of this NIT (Section –B, Form IV).
xii. List of Technical staffs along with structure & organization (Section – B, Form – III).
xiii. Scanned copy of Original Credential Certificate for completion of at least one similar nature of work under the authority of State/Central Govt., State/Central Govt. undertaking /Statutory Bodies constituted under the having a magnitude of 40(Forty) percent of the Estimated amount put to tender during the last 3(three) years prior to the date of issue of this NIT is to be furnished vide Reference Sl. No. 3(i) of this NIT. (Section-B, Form-V).

Note: Failure of submission of any of the above mentioned documents (as stated under A.6.1.1. & A.6.1.2.) Will render the tender liable to summarily rejected for both Statutory & Non Statutory Cover.

THE ABOVE STATED NON-STATUTORY/TECHNICAL DOCUMENTS SHOULD BE ARRANGED IN THE FOLLOWING MANNER

Click the check boxes beside the necessary documents in the My Document list and then click the tab "Submit Non Statutory Documents' to send the selected documents to Non-Statutory folder. Next Click the tab "Click to Encrypt and upload" and then click the "Technical" Folder to upload the Technical Documents.

Sl. No.	Category Name	Sub-Category Description	Details
I	DECLARATION	Declaration 1	1. APPLICATION
		Declaration 2	2.FINANCIAL STATEMENT
		Declaration 3	3. AFFIDAVIT - X & AFFIDAVIT- Y
II	CERTIFICATES	CERTIFICATES	1. GST REGISTRATION CERTIFICATE & ACNOWLEGEMENT
			2. PAN
			3. P TAX (CHALLAN)
			4. LATEST IT RECEIPT

			5. IT-Saral for Assessment Year 2018-2019
III	**COMPANY DETAILS**	**COMPANY DETAILS 1.**	1. PROPRITORSHIP FIRM (TRDE LICENCE)
			2. PARTNERSHIP FIRM (PARTERNERSHIP DEED, TRADE LICENCE
			3. LTD. COMPANY (INCORPORATION CERTIFICATE, TRADE LICENCE
			4. SOCIETY (SOCIETY REGISTRATION COPY, TRADE LICENCE).
			5. POWER OF ATTORNOY
IV	**CREDENTIAL**	**CREDENTIAL 1**	1. SIMILAR NATURE OF WORK DONE & COMPLETION CERTIFICATE WHICH IS APPLICABLE FOR ELIGIBILITY IN THIS TENDER
		CREDENTIAL 2	2. ENLISTMENT COPY ISSUE BY DEPARTMENT, IF APPLICABLE
V	**EQUIPMENT, MACHINERIES & LABORATORY INSTRUMENTS** (as per Sl.22 of NIT)		1. AUTHENTICATED COPY OF INVOICE CHALLAN & WAYBILL (MECHNERY)
VI	**FINANCIAL (INFORMATION)**	**WORK IN HAND**	1. AUTHENTICATED
		PAYMENT CERTIFICATE 1	ONLY PAYMENT CERTIFICATE NOT THE TDS CERTIFICATE
		PAYMENT CERTIFICATE 2	PROFIT & LOSS AND BALANCE SHEET (WITH ANNEXTURE AND 3CD FORM IN CASE OF TAX AUDIT)
		P/L AND BALANCE SHEET- 2017-2018	PROFIT & LOSS AND BALANCE AND 3CD FORM IN CASE OF TAX AUDIT (WITH ANNEXTURE)
		P/L AND BALANCE SHEET- 2016-2017	PROFIT & LOSS AND BALANCE AND 3CD FORM IN CASE OF TAX AUDIT (WITH ANNEXTURE)
		P/L AND BALANCE SHEET- 2015-2016	PROFIT & LOSS AND BALANCE AND 3CD FORM IN CASE OF TAX AUDIT (WITH ANNEXTURE)
			LIST OF TECHNICAL STAFFS ALOGNWITH STRUCTURES & ORGANZATION (ASPER NIT)
			ON CONTRACT LIST OF TECHNICAL STAFFS ALOGNWITH STRUCTURES & ORGANZATION (AS PER NIT)

A.6.2. Tender Committee (TC)

i. Tender committee constituted under the Order of the Divisional Forest Officer, Kurseong Soil Conservation Division, Directorate of Forests will function as screening committee for determination technically qualified contractors.

ii. Opening & evaluation of tender:

If any bidder is exempted from payment of EMD [registered Labour Co-operatives] relevant certificate required to be furnished.

iii. Opening of Technical proposal:

Technical proposals will be open by the Divisional Forest Officer, Kurseong Soil Conservation Division, Forest Directorate along with his authorized representative electronically from the web site stated in Cl. No. 2 using their Digital Signature Certificate.

iv. Intending bidders may remain present if they so desire.

v. Cover (folder) statutory documents(vide Cl. No. 6.A-1) should be open first & if found in order, cover(Folder) for non statutory documents (vide Cl. No. – 6.A-2) will be opened. If there is any deficiency in the statutory documents the tender will summarily be rejected.

vi. Decrypted (transformed in to readable formats) documents of the non statutory cover will be downloaded & handed over to the tender evolution committee.

vii. Uploading of summary list of technically qualified bidders will be made.

viii. Pursuant to scrutiny & decision of the screening committee the summary list of eligible bidder & the serial number of work for which their proposal will be considered will be uploaded in the web portals.

ix. During evaluation the Screening Committee may summon any of the bidder & seek clarification/ information or seek additional documents or original hard copy of any of the documents already submitted & if these are not produced within the stipulated time frame, their proposals will be liable for rejection.

A.6.3. Financial proposal

i. The financial proposal should contain the following documents in one cover (folder) i.e. Bill of Quantities (BOQ). The bidder shall quote their rate (percentage above / below/ At par) over the total estimated cost of the intended job online through computer in the space marked for quoting rate in the BOQ.

ii. Only downloaded copies of the above documents are to be uploaded in non-corrupted version & Digitally Signed by the contractor.

A.7 Financial capacity of a bidder will be judged on the basis of working capital and available bid capacity as mentioned in the N.I.T. to be derived from the information furnished in **FORM-I & II** (Section-B) i.e., Application (for Pre-qualification) & Financial Statement. If an applicant feels that his/their Working Capital beyond own resource may be insufficient, he/they may include with the application a letter of guarantee issued by a first class Bank to supplement the applicant. **This letter of guarantee should be addressed to the Tender Inviting/ Accepting Authority and should guarantee duly specifying the name of the project that in case of contract is awarded to the Bidder, the Bidder will be provided with a revolving line of credit.** Such revolving line of credit should be maintained until the works are taken over by the Officer-In-Charge/ Employer.

A.8 Penalty for suppression / distortion of facts

Submission of false document by bidder is strictly prohibited & if found bid will be considered as non-responsive and out rightly rejected with forfeiture of Earnest Money and action may be referred to the appropriate authority for prosecution as per relevant IT Act.

A.9 Rejection of Bid

The tender inviting authority reserves the right to accept or reject any Bid and/ or to cancel the Bidding processes and reject all Bids at any time prior to the award of Contract without thereby incurring any liability to the affected Bidder/ Bidders or any obligation to inform the affected Bidder or Bidders of the ground for such action from tender inviting authority.

A.10 Opening of Financial Bid

A.10.1. Financial proposals will be opened by the Divisional Forest Officer, Kurseong Soil Conservation Division, Forest Directorate along with his authorized representative electronically.

A.10.2. After opening of Financial Bid, if situation demands, Divisional Forest Officer, Kurseong Soil Conservation Division, and Forest Directorate may call off-line Open Bid among the Qualified Bidders to lower down the offered rate further.

A.11 Award of Contract

A.11.1. The Bidder who's Bid has been accepted will be notified by the Tender Inviting & Accepting Authority. The notification of award will constitute the formation of the Contract.
The **Agreement in W.B.F.No.-2911(ii)** with incorporation of all the required documents, i.e., NIT including all its agenda & corrigendum, Section- A(Instruction to Bidders), Section-B(Forms & Affidavits), Section- C(Special terms and conditions), Section- D(Technical Specification for Works) and Financial Offer on Bill Of Quantities (BOQ) **will be executed between the Tender Accepting Authority and the successful Bidder.**

A.11.2. The Tender Accepting Authority will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for stated period of time, for awarding contract with the Forest Department, Government of West Bengal.

In this contract, there is no provision of :-
Arbitration (Refn- Sl.No.13/ NIT), Price Escalation Or Price Adjustment (Refn- Sl.No.7/ NIT), Mobilization Advance (Refn- Sl.No.8/ NIT) & Secured Advance (Refn- Sl.No.8/ NIT).

(Karthikeyan M, IFS)
Divisional Forest Officer
Kurseong Soil Conservation Division

SECTION – B
FORM –I
B.1. PRE-QUALIFICATION APPLICATION

To
Divisional Forest Officer,
Kurseong Soil Conservation Division,
Kurseong-734203.

Ref: - Tender for _____

_____ (Name of work)

N.I.eT. No.: _____ of 2022-23 of Divisional Forest Officer, Kurseong Soil Conservation Division

Dear Sir,

Having examined the Statutory, Non statutory, Instruction to Bidders & NIT documents along with its Agenda & corrigendum, I /we hereby submit all the necessary information and relevant documents for evaluation.

The application is made by me / us on behalf of

_____ In the capacity

_____duly authorized to submit the order.

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. We are interested in bidding for the work(s) given in Enclosure to this letter.

We understand that:

(a) Tender Inviting & Accepting Authority/Officer-in-Charge can amend the scope & value of the contract bid under this project.

(b) Tender Inviting & Accepting Authority/Officer-in-Charge reserve the right to reject any application without assigning any reason.

Enclo:- e-Filling:-

1. Statutory Documents
2. Non Statutory Documents

Date: -

_____

(Signature of applicant including title and capacity in which application is made)

SECTION – B
Form – II
B.2. FINANCIAL STATEMENT

B.2.1. Name of Applicant :

B.2.2. Summary of assets and liabilities on the basis of the audited financial statement of the last 5 (five) financial years. (Attach copies of the audited financial statement of the last five financial years)

	Year (Rs. In lakh)	Year (Rs. In lakh)	Year (Rs. In lakh)	Year (Rs. In lakh)	Year (Rs. In lakh)
a) Current Assets : (It should not include investment in any other firm)					
b) Current liabilities : (It should include bank over draft)					
c) Working capital : (a) – (b)					
d) Net worth : (Proprietors Capital or Partners Capital or Paid up Capital + Resource & surplus)					
e) Bank loan/ Guarantee : (As per clause G.2. with all sub clauses)					

B.2.3. Annual value of construction works undertaken:

Work in hand i.e. Work order issued	As on date of Publication of this NIT	As on 31.03.2022	As on 31.03.2021	As on 31.03.2020

B.2.4. Work in progress

Sl. No.	Name of the work	Tender No.	Tendered Amount	% of work executed

B.2.5. Work order issued but work not started

Sl. No.	Name of the work	Tender No.	Tendered Amount	Status

Signed by an authorized officer of the firm

Title of the officer

Name of the Firm with Seal

Date:

B.3. AFFIDAVIT – "X"

(To be furnished in Non – Judicial Stamp paper of appropriate value duly notarized)

Work in progress

Sl. No.	Name of the work	Tender No.	Tendered Amount	% of work executed

Work order issued but work not started

Sl. No.	Name of the work	Tender No.	Tendered Amount	Status

Title of the officer

Date:

Name of the Firm with Seal

B.4. AFFIDAVIT – "Y"

(To be furnished in Non – Judicial Stamp paper of appropriate value duly notarized)

B.4.1. I, the under-signed 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 under-signed.

B.4.2. The under-signed also hereby certifies that neither our firm M/S _____

_____ nor any of constituent partner had been debarred to participate in tender by the Forest Department during the last 5 (five) years prior to the date of this NIT.

B.4.3. The under-signed would authorize and request any Bank, person, Firm or Corporation to furnish pertinent information as deemed necessary and/or as requested by the Department to verify this statement.

B.4.4. The under-signed understands that further qualifying information may be requested and agrees to furnish any such information at the request of The Department.

B.4.5. Certified that I have applied in the tender in the capacity of individual/ as a partner of a firm & I have not applied severally for the same job.

_____

Signed by an authorized officer of the firm

_____

Title of the officer

Date:

_____

Name of the Firm with Seal

SECTION – B

FORM- III

B.5. STRUCTURE AND ORGANISATION

B.5.1. Name of applicant::

_____

B.5.2. Office Address::

_____

_____

Telephone No. :: _____

Fax No. :: _____

B.5.3. Name & address of Bankers ::

_____

_____

_____

B.5.4. Attach an organization chart showing the structure of the company with names of Key personnel and technical staff with Bio-data

Note: Application covers Proprietary Firm, Partnership, Limited Company or Corporation,

_____

Date: **Signature of applicant**

including title and capacity in which application is made

SECTION – B

FORM – IV

B.6.1. MINIMUM PLANT AND EQUIPMENT TO BE DEPLOYED BY THE CONTRACTOR

Whereas it is entirely the responsibility of the Contractor to deploy sufficient plant and mechanical equipment to ensure compliance with his obligations under the Contract, the following list is an indicative list of the minimum

essential basic holding of plant and mechanical equipment which the Contractor must owned.

Sl. No.	TYPE OF EQUIPMENT	CAPACITY	NUMBER REQUIRED
1.			

For equipment the application should attach copies of--

(i) Documents in support of Ownership/Lease of the aforesaid machineries are to be furnished as stated under clause 3(viii) of the NIT.

Date:

Signature of applicant

including title and capacity in which application is made

SECTION – B

FORM – V

B.7. EXPERIENCE PROFILE

B.7.1. Name of the Firm:

_____

_____

B.7.2. LIST OF PROJECTS COMPLETED THAT ARE SIMILAR IN NATURE TO THE WORKS HAVING MORE THAN 40% OF THE PROJECT COST EXECUTED DURING THE LAST FIVE YEARS.

Name, Location & nature of work	Deptt. Concern	Engineer-in-Charge	Contract price in Indian Rs.	% of Participation of company	Original Time Schedule		Actual Time Schedule		Reasons for delay in completion (if any)
					Start Date	Completion Date	Start Date	Completion Date	

Date:

_____

Signature of applicant

(including title and capacity in which application is made)

SECTION – C

Special terms and conditions

C.1 General :
Unless otherwise stipulated all the works are to be done as per general conditions and general specifications as mentioned in **'Departmental Schedule'**, which means the Forest Department Schedule of Rates for Forestry Works in different district of West Bengal for the working area including up-to-date addenda and corrigenda, if any. For general conditions and general specifications of items of works including supply and carriage works, not appearing in the aforesaid specification books, relevant Public Works (Roads) Department Schedule of Rates for Road & Bridge Works and Materials & Labour in force including up-to-date addenda and corrigenda, if any, issued from competent authority as applicable for the working area at the time of submission of tender will be considered.

C.2 Definition of Officer-in-Charge and commencement of work:
The word **"Officer-in-Charge"** means the Divisional Forest Officer of the concerned Division. The word **"Department"** appearing anywhere in the tender documents means Forest Department, Government of West Bengal, who have jurisdiction, administrative or executive, over part of whole of the works forming the subject matter of the tender or contract. The word **"approved"** appearing anywhere in the documents means approved by the Officer-in-Charge.
In case, the work is transferred to any other Division, the Divisional Forest Officer under whom the work will be executed should be treated as the Officer-in-Charge. The work shall have to be taken up within seven days of the receipt of the work order or otherwise mentioned therein. Failure to do so will constitute a violation of the contract stipulation as regards of proportionate progress and timely completion of work and the contractor will thereby make himself liable to pay compensation or other penal action as per stipulation of the printed tender form.

C.3 Terms & Conditions in extended period :
As Clause 5 of W.B.F. No. 2911 (ii) as the case may be when an extension of time for completion of work is granted by the Officer-in-Charge for cogent reasons for which the contractor have no control, it will be taken for granted by the working contractor that the validity of the contract is extended automatically up to the extended period with all terms and conditions rates etc. remaining unaltered, i.e. the tender is revalidated up to the extended period.

C.4 Co-operation with other agencies and damages and safety of road users:
All works are to be carried out in close co-operation with the Department and other contractor those may be working in the area of work. The work should also be carried out with due regard to the convenience of the road users and occupants of the adjacent locality, if any. All arrangements and programme of works must be adjusted accordingly. All precautions must be taken to guard against chances of injury or accidents to workers, road users, occupants of the adjacent locality etc. The contractor must see that all damages to any property which, in the opinion of the Officer-in-Charge are due to the negligence of the contractor are promptly rectified by the contractor at his own cost and expenses and according to the direction and satisfaction of the Officer-in-Charge.

C.5 Transportation arrangement:
The contractor shall arrange for all means of transport including railways wagons required for carriage and supply of materials and also the materials required for the construction work. The Department may however, at their own discretion grant necessary certificates, if required, for

booking of railways wagons etc. But, in case of failure of the department to help the contractor in this respect, the contractor will have arrange at his own initiative so that progress of work would not hamper and no claim whatever on this ground will be entertained under any circumstances. If railways facilities are not available, the contractor will have to depend on transport of materials by road as necessary to complete the work without claiming any extra payment from department in this regard. The contractor must consider this aspect while quoting rate.

C.6 Contractor's Site Office:

The contractor shall have an office adjacent to the work as may be approved by the Officer-in-Charge where all directions and notice of any kind whatsoever, which the Officer-in-Charge or his representative may desire to give to the contractor in connection with the contract, may be left or sent by post to such office or delivered to the contractor's authorized agent or representative. For such intimation to the contractor's site office, it shall be deemed to the sufficient enough to be served upon the contractor.

C.7 Incidental and other charges:

The cost of all materials, hire charges to Tools and plants, labour, Corporation/Municipal Fees for water supply, Royalty on road materials (if any), electricity and other charges of Municipalities or statutory local bodies, ferry charges, Toll charges, loading and unloading charges, handling chargers, overhead charges etc. will be deemed to have been covered by the rates quoted by the contractor inclusive of also Sales Tax (Central and/or State), Income Tax, Octroi Duty/Terminal Tax, Turnover Tax, VAT etc. All other charges for the execution of the specified work including supply of materials and related carriage complete or finished in all respect up to the entire satisfaction of the Officer-in-charge of the work. No claim extra claim in this regard beyond the specified rate as per work schedule whatsoever in this respect will be entertained.

C.8 Authorised Representative of Contractor:

The contractor shall not assign the agreement or sublet any portion of the work. The contractor, may however, appoint and authorize representative in respect of one or more of the following purpose only.

a) General day to day management of work.

b) To give requisition for Departmental materials, Tools & Plants etc., if any, to receive the same and sign hand receipts thereof.

c) To attend measurements when taken by the Departmental Officers and sign the records of such measurements which will be taken of acceptance by the contractor.

The selection of the authorized representatives shall be subject to the prior approval of the Officer-in-Charge concerned and the contractor shall in writing seek such approval of the Officer-in-Charge giving therein the name of work, Tender No., the Name, Address and the specimen signature of the representative he wants to appoint and the specific purposes as specified here-in-above, which the representative will be authorized for. Even after first approval, the Officer-in-Charge may issue at any subsequent date, revised directions about such authorized representative and the contractor shall be bound to abide by such directions. The Officer-in-Charge shall not be bound to assign any reason for his revised directions. Any notice correspondence etc. issued to the authorized representative or left at his address, will be deemed to have been issued to the contractor.

C.9 Power of Attorney:
The Provision of the power of attorney, if any, must be subject to the approval of the Department. Otherwise the Department shall not be bound to take cognizance of such of attorney.

C.10 Extension of time:
For cogent reasons over which the contractor will have no control and which will retard the progress, extension of time for the period lost will be granted on receipt of application from the contractor before the expiry date of contract. No claim whatsoever for idle labour, additional establishment, enhanced cost of materials and labour and hire charges of tools & plants etc. would be entertained under any circumstances. The contractor should consider the above factor while quoting this rate. Applications for such extension of time should be submitted by the contractor in the manner indicated in Clause-5 of the printed form of W.B.F. No.2911 (ii).

C.11 Contractor's Godown:
The contractor must provide suitable godowns for cement and other materials at the site of work. The cement godown is to be sufficient in capacity and it must be water tight with either an elevated floor with proper ventilation arrangement underneath the floor or if solid raised flooring is made, cement is to be stored on bamboo or timber dunnage to the satisfaction of the Officer-in-Charge. No separate payment will be made for these godowns or for the store yard. Any cement, which is found at the time of use to have been damaged, shall be rejected and must immediately to remove from the site by the contractor as per directed of the Officer-in-Charge.

C.12 Arrangement of Land:
The contractor will arrange land for installation of his Plants and Machineries, his godown, storeyard, labour camp etc. at his own cost for the execution of the work. Departmental land, if available and if applied for, may be spared for the purpose on usual charges as fixed by the Competent Authority.

C.13 Use of Government Land:
Before using any space in Government land for any purpose whatsoever, approval of the Officer-in-charge will be required. Departmental land, if available and if applied for, may be spared for the purpose on usual charges as fixed by the Competent Authority. The contractor shall make his own arrangements for storage of tools, plant, equipments; materials etc. of adequate capacity and shall clear and remove on completion of work and shed, huts etc. which he might have erected in Government and. If after such use, the contractor failed to clear the land, Department will arrange to remove those installation and adequate recovery will be made from the dues of the contractor.

C.14 Royalty:
As per prevailing government notification the Contractor will have to submit the receipt of payment of royalty to the Government for use of sand, stone materials, laterite, morum, gravel, earth etc. to the Officer-in-charge before preparation of bill for payment, when they collect the materials directly from the source. If they collect the materials from the authorized quarry holder or commercials establishment who directly or indirectly pay the royalty to the Government, necessary certificate or cash memo for sale in that respect from them shall have to be produced to the Officer-in-Charge failing which necessary deduction from the dues of the contractor may be made as fixed by the Officer-in-Charge.

C.15 Work Order Book:

The contractor shall within seven days of receipt of the order to take up work, supply at his own cost one Work Order Book to the Range Officer Concerned, who is authorized to receive and keep in custody the Work Order Book on behalf of the Officer-in-Charge. The Work Order Book shall be kept at the site of work under the custody of Range Officer or his authorized representative. The Work Order Book shall have machine numbered pages in triplicates. Directions or instruction from Departmental officers to be issued to the Contractor will be entered (in triplicate) in the Work Order Book (except when such directions or instructions are given by separate letters). The contractor or his authorized representative shall regularly note the entries made in the Work Order Book and also record thereon the action taken or being taken by him complying with the said directions or instruction on any relevant point relating to the work. The contractor or his authorized representative may take away the triplicate page of the Work Order Book for his own record and guidance.

Cases of supplementary items or of claims may not be entertained unless supported by entries in the Work Order Book or any written order from the Tender Accepting Authority. The first page of the Work Order Book shall contain the following particulars:

a) Name of the Work
b) Reference to contract number
c) Contractual rate in percentage
d) Date of opening of the Work Order Book
e) Name and address of the Contractor
f) Signature of the Contractor
g) Name & address of the Authorized representative (if any of the contractor authorized by him)
h) Specific purpose for which the contractor's representatives is authorized to act on behalf if the Contractor.
i) Signature of the authorized representative duly attested by the Contractor.
j) Signature of the Range Officer concerned.
k) Date of actual completion of work.
l) Date of recording final measurement.

Entries in (k) & (l) above shall be filled in on completion of the work and before the Work Order Book is recorded in the office of the Range Officer.

C.16 Clearing Of Materials:

Before starting any work, work site, where necessary, must be properly dressed after cutting clearing all varieties of jungles shrubs, bamboo clusters or any undesirable vegetation from the alignment or site of works on completion of works all temporary structure or obstruction including some pipes in underground work, if any, must also be removed. All scars of construction shall be obliterated and the whole site shall be left in a clear and neat manner to the satisfaction of the Officer- In-Charge. Total length (in case of road project) shall be demarcated by proper chainaging along with fixing 200m post as per direction of Engineer-in-Charge on both side of the alignment and Bench Marking at desired locations as per direction of Officer-in-Charge. No separate payment shall be made for all these works, the cost thereof being deemed to have been included in the rates of various items of works quoted by the contractor in the schedule of probable items of works.

C.17 Sundry Materials:

The contractor must erect temporary pillars, master pillars etc. as may be required in suitable places as directed by the Officer-In-Charge at his own cost before starting and during the work by which the departmental staff will check levels layout different works and fix up alignment and the contractor shall have to maintain and protect the same till completion of the work. All machineries and equipments like Level Machine, Staff, Theodalite etc. and other sundry material like, pegs, strings, nails flakes instruments etc. and also skill labour require for setting out the levels for laying out difference structures and alignment shall also be supplied by the contractor as per direction of Officer-in-Charge at his own cost without any extra claim towards the department.

C.18 Supplementary / Additional items of Works:

Notwithstanding the provisions made in the related printed tender form any item of the work which can be legitimately be considered as not stipulated in the specific price schedule of probable items of work but has become necessary as a reasonable contingent item during actual execution of work will have to be done by the Contractor, if so directed by the Officer-in-Charge and the rates will be fixed with manner as stated below: -

(a) Rate of supplementary items shall be analyzed to the maximum extent possible from rates of the allied items of work appearing in the P.W. (Roads) Department schedule of rates of probable items of work forming part of tender document Rates for the working area enforce at the time of preparation of the estimate.

(b) In Case, extra items do not appear in the above Public Works (Roads) Department Schedule of Rates, such items for the works shall be paid at the rates entered in the Public Works Department Schedule of Rates for the working area enforce at the time of preparation of the estimate.

(c) If the rates of the supplementary items cannot be computed even after applications of clauses stated above, the same shall be determined by analyses from market rates of material, labour and carriage cost prevailing at the time of execution of such items work. Profit and overhead charges (both together) at 10% (Ten percent) will be allowed only; the contractual percentage will not be applicable.

Black-market rates or unbalanced market rates shall never be allowed.

Contractual percentage shall only be applicable with regard to the portions of the analysis based on clauses (a) & (b) stated above only. It may be noted that the cases of supplementary items of claim shall not be entertained unless supported by entries in the Work Order Book or any written order from the tender accepting authority.

C.19 Covered up works:

When one item of work is to be covered up by another item of work the latter item shall not be done before the formal Item has been measure up and has been inspected by the Officer-in-Charge or the Range Officer, as the authorized representatives of the Officer-in-Charge and order given by him for proceeding with the latter item of work. When however this is not possible for practical reasons, the Beat Officer, if so authorized by the Range Officer may do this inspection in respect of minor works and issue order regarding the latter item.

C.20 Approval of Sample:

Samples of all materials to be supplied by the contractor and to be used in the work shall have to be approved by the Officer-in-Charge and checking the quality of such materials shall have to be done by the concerned Department or as directed by Officer-in-Charge prior to utilization in the work.

C.21 Water and energy:

The contractor shall have to arrange on his own cost, required energy for operation of equipments and machineries, for operating of pumping set, illuminating work site, office etc. that may be necessary in difference stages of execution of work. No facility of any sort will be provided for utilization of the departmental sources of energy existing at site of work. Arrangement for obtaining water for the work should also be made by the contractor at his own cost. All cost for getting energy and / or for any purpose whatsoever will have to be borne by the contractor for which no claim will be entertained.

All materials, tools and plants and all labour (skilled and unskilled) including their housing, water supply, sanitation, light, procurement of food for contractors staff & crews, medical aids etc. are to be arranged for by the contractor at his own cost. The cost for transportation of labour, materials and all other incidental items as required for work shall also have to be borne by the Contractor without any extra claim from department.

C.22 Road opened to traffic:

It should be clearly understood that the contractor will be responsible to keep the road open to all kinds of traffic during execution of the work. The work should be so arranged and the programmed of work must be as adjusted as would not disturb the smooth flow of road traffic in any way. If necessary diversion road should be provided and maintained by the contractor at his own cost for the entire period of work, if not separately provided in the tender. The Contractor should take all necessary precautions including guarding, lighting and barricading as necessary, to guard against the chances of injury or accident to the road user and traffic and ferry users during execution of the work for which nothing extra will be paid except otherwise mentioned in specific price schedule. The contractor will also indemnify the Department against consequences of any such injury or accident, if so happens, as per opinion of the Officer-Charge, due to contractor's fault in compliance with any of such obligations.

Suitable road sign as and where necessary should be provided by the contractor at his own cost as per direction of the Officer-in-charge and shall also be maintained till the completion of the work. Road barriers with red light at night are to be placed where the existing surface is disturbed with proper road signs. All these shall be done at the cost of the contractor without any extra claim towards department.

C.23 Maps:

All works shall be carried out in conformity with the maps supplied by this Department. The Contractor shall have to carry out all the works according to the departmental General Arrangement maps and detail working estimate to be supplied by the Department.

C.24 Serviceable Materials:

The responsibility for stacking the serviceable materials (as per decision of the Officer-in-Charge) obtained during dismantling of existing structures/roads and handing over the same to the Officer-in-charge of work of this Department lies with the contractor and nothing will be paid on this account. In case of any loss or damage of serviceable materials prior to handing over the same to this Department, full value will be recover from the Contractor's bill at rates as will be assessed by the Officer-in-charge.

C.25 Unserviceable Materials:

The Contractor shall remove all unserviceable materials, obtained during execution at place as directed. The contractor shall dressed up and clear the work site after completion of work as per direction of the Officer-in-Charge. No extra payment will be made on this account.

C.26 Contractor's risk for loss or damage:
All risk on account of railway or road carriage or carriage by boat including loss or damage of vehicles, boats, barges, materials or labour, if any, will have to be borne by the contractor without any extra claim towards department.

C.27 Idle labour & additional cost:
Whatever may be the reason no claim on idle labour, enhancement of labour rate additional establishment cost, cost of Toll and hire and labour charges of tools and plants, railway freight etc. would be entertained under any circumstances.

C.28 Charges and fees payable by contractor:
a) The contractor shall pay all fees required to be given or paid by any statute or any regulation or by-law of any local or other statutory authority which may be applicable to the works and shall keep the department against all penalties and liabilities of every kinds for breach of such statute regulation or law.
b) The Contractor shall save, harmless and indemnify the department from and against all claims, demands, suit and proceedings for or an account of infringement of any patent rights, design, trade mark of name of other protected write in respect of any constructional plant, machine, work, materials, thing or process used for or in connection with works or temporary works or any of them.

C.29 Issue of Departmental Tools and Plants:
All Tools and Plants required for the work will have to be supplied by the Contractor at his own cost; all cost of fuel and stores for proper running of the Tools and Plants must be borne by the Contractor.

C.30 Realization of Departmental claims:
Any some of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the Government and set off against any claim of Government for the payment of sum of money arising out of this contract or under any other contract made by the contractor with the Government.

C.31 Compliance of different Acts:
The contractor shall comply with the provisions of the Apprentices Act, 1961, Minimum Wages Act, 1848. Contact Labour (Regulation and Abolition) Act 1970 and the rules and orders issued hereunder from time to time. If he fails to do so, Officer-in-Charge or Conservator of Forests of the concern Circle of Forest Directorate may at his discretions, take necessary measure over the contract. The Contractor shall also make himself for any pecuniary liabilities arising out on account of any violation of the provision of the said Act(s). The Contractor must obtain necessary certificate and license from the concerned Registering Office under the Contract Labour (Regulation & Abolition) Act, 1970.

The contractor shall be bound to furnish the Officer-In-Charge all the returns, particulars or date as are called for from time to time in connection with implementation of the provisions of the above Acts and Rules and timely submission of the same, failing which the contractor will be liable for breach of contract and the Officer-in-Charge may at his discretion take necessary measures over the contract.

C.32 Safety, Security and Protection of the Environment:
The Contractor shall, throughout the execution and completion of the Works and the remedying of any defects therein:
(a) have full regard for the safety of all persons and the Works (so far as the same are not completed or occupied by the department),
(b) provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Officer-in-Charge for the protection of the Works or for the safety and convenience of the public or others,
(c) take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation,
(d) ensure that all lights provided by the Contractor shall be screened so as not to interfere with any signal light of the railways or with any traffic or signal lights of any local or other authority.

C.33 Commencement of work:
The work must be taken up within the date as stipulated in the work order and completed in all respects within the period specified in Notice Inviting Tender.

C.34 Programme of work:
Before actual commencement of work the contractor shall submit a programme of construction of work with methodology clearly showing the required materials, men and equipment. The contractor will submit a programme of construction in the pattern of Bar Chart or Critical Path Method and a time table divided into four equal periods of progress of work to complete the work within the specific period for approval of the Officer-In-Charge who reserves the right to make addition, alterations and substitutions to such programme in consultation with the contractor and such approved programme shall be adhered to by the contractor unless the same is subsequently found impracticable in part or full in the opinion of the Officer-In-Charge and is modified by him. The contractor must pray in writing, showing sufficient reasons therein for modification of programme.

The conditions laid down in clause 2 of the printed tender form regarding the division of total period and progress to work and the time table there for as provided in the said clause shall be deemed to have been sufficiently complied with the actual progress of work and does not fall short of the progress laid down in the approved time table for one fourth, half and three fourth of time allowed for the work.

C.35 Setting out of the work:
The contractor shall be responsible for the true and perfect setting out of the work and for the correctness of the position, levels, dimensions and alignments of all parts of work, if any rectification or adjustment becomes necessary the contractor shall have to do the same at his own cost according to the direction of the Officer-in-Charge. During progress of works, if any, error appears or arises in respect of position, level, dimensions or alignment of any part of the work contractor shall at his own cost rectify such defects to the satisfaction of the Officer-in-Charge. Any setting out that may be done or checked by either of them shall not in any way relieve the contractor from their responsibility for correctness and rectification thereof.

C.36 Precautions during works:
The contractor shall carefully execute the work without disturbing or damaging underground or overhead service utilities viz. Electricity, Telephones, Gas, Water pipes, Sewers etc. In case disturbances of service utilities is found unavoidable the matter should immediately be brought

to the notice of the Officer-in-Charge and necessary precautionary measures as would be directed by the Officer-in-Charge shall be carried out at the cost and expenses of the contractor. If the service utilities are damaged or disturbed in any way by the contractor during execution of the work, the cost of rectification or restoration of damages as would be fixed by the Officer-in-Charge concerned will be recovered from the contractor.

C.37 Testing of qualities of materials & workmanship:
All materials and workmanship shall be in accordance with the specifications laid down in the contract and also as per M.O.R.T. & H's specification for Road and Bridge Works (Latest Revision) and relevant IS codes and the Officer-In-Charge reserves the right to test, examine and measure the materials/workmanship direct at the place of manufacture, fabrication or at the site of works or any suitable place. The contractor shall provide such assistance, instrument, machine, labour and materials as the Officer-in-Charge may require for examining, measuring and testing the works and quality, weight or quantity of materials used and shall supply samples for testing as may be selected and required by the Officer-in-Charge without any extra cost. Besides this, he will carry out tests from outside Laboratory as per instruction of Officer-in-Charge. The cost of all such tests shall be borne by the agency and that must be considered during quoting rate.

C.38 Timely completion of work:
All the supply and the work must have to be completed in all respects within the time specified in Notice Inviting Tender from the date of commencement as mentioned in work order. Time for completion as specified in the tender shall be deemed to be the essence of the contract.

C.39 Procurement of materials:
All materials required to complete execution of the work shall be supplied by the contractor after procurement from authorized and approved source.

C.40 Rejection of materials:
All materials brought to the site must be approved by the Officer-In-Charge. Rejected materials must be removed by the Contractor from the site within 24 hours of the issue of order to that effect. In case of non-compliance of such order, the Officer-In-Charge shall have the authority to cause such removal at the cost and expense of the contractor and the contractor shall not be entitled to claim for any loss or damage of that account.

C.41 Implied elements of work in items:
Except of such items as are included in the Specific Priced Schedule of probable items and approximate quantities no separate charges shall be paid for traffic control measures, shoring, shuttering, dewatering, curing etc. and the rates of respective items or works are to be deemed as inclusive of the same.

C.42 Force Closure :
In case of force closure or abandonment of the works by the Department the contractor will be eligible to be paid for the finished work and reimbursement of expenses actually incurred but not for any losses.

C.43 Tender Rate :
The contractor should note that the tender is strictly based on the rates quoted by the Contractor on the priced schedule of probable item of work. The quantities for various other items of works as shown in the priced schedule of probable items of works are based on the drawing and design

prepared by the Department. If variations become necessary due to design consideration and as per actual site conditions, those have to be done by the contractor at the time of execution at the rate prescribed in the tender condition. **No conditional rate will be allowed in any case.**

C.45 Delay due to modification of drawing and design:
The contractor shall not be entitled for any compensation for any loss due to delays arising out of modification of the drawing, addition & alterations of specifications.

C.46 Additional Conditions:
A few additional conditions under special terms and conditions:

- Rate quoted shall be inclusive of clearing site including removal of surplus (both serviceable & unserviceable) earth, rubbish, materials etc. as per direction of the Officer-in-Charge.
- Rate quoted shall be inclusive of West Bengal Sales Tax, Income Tax, Octroi and all other duties, if any.
- **In order to make the local people aware, a permanent concrete board (in case of road schemes) or embedded metal/stone plaque (in case of construction of buildings, boundary wall, bridge, culvert, drinking water facility etc.) displaying the following facts should be erected/ embedded :**

  a) Name of the Funding Agency;
  b) The Name of the Project Implementation Agency;
  c) Fund utilized for the scheme;
  d) Date of completion of the scheme; and
  e) Physical achievement of the scheme.

  The cost of the same may be borne out of the estimated amount of the scheme.
- The Contractor is to display caution board maintaining I.R.C. norms at his own cost as per direction of Engineer-in-Charge.
- Deep excavation of trenches and left out for days shall be avoided.
- Labour welfare CESS will be deducted @ 1(one) % of value of the works as per rule.
- The whole work will have to be executed as per Departmental drawings available in this connection at the tender rate.
- Income Tax will be deducted from each bill of the contractor as per applicable rate and rules in force.
- In accordance with the West Bengal Taxation Laws (amendment) Ordinance, 1993 amending the West Bengal Finance (Sales Tax) Act, 1994 necessary S.T / VAT will be deducted as per rate in force from the bill in addition to other deduction as per extent rules.

C.47 Payment of Bills:
The final bill shall be accompanied by a certificate of completion from the Employer. Payment of final bill shall be made within a month of submission of the same. The security money shall be refunded after issue of completion certificate that the Contractor has rectified all defects, to the satisfaction of the Employer. The acceptance of payment of the final bill by the Contractor would indicate that he will have no further claim in respect of the work executed. Payment is subjected to availability of allotment/fund received from the higher authorities.

C.50 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 Conservator of Forests, Soil Conservation (North) Circle, Directorate of Forests, Govt. of West Bengal. Should the Conservator of Forests, Soil Conservation (North) Circle, West Bengal, be for any reason unwilling or unable to act as such arbitrator, such questions and disputes shall be referred to an arbitrator to be appointed by the DIRECTORATE OF FORESTS, GOVT OF WEST BENGAL. The award of the arbitrator shall be final, conclusive and binding both parties to this contract and no suit shall lie in Civil Court in respect of the award by the Arbitrator.

C.51 Price Adjustment OR Price Escalation

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, GST, sales tax, Octroi, etc.

Signature of applicant

(including title and capacity in which application is made)

Date : M. Karthi

(Karthikeyan M, IFS)
Divisional Forest Officer
Kurseong Soil Conservation Division

SECTION – D
Technical Specification for Works

D.1 Name of Work:
As per Detailed NIT

D.2 Site Condition:
The contractor before tendering must visit the site and satisfy himself as to the extent of the proposed construction difficulties and problems, if any, to start, to continue and complete the work within the time as stipulated in this tender without dislocation of normal traffics during day as well as to night. No interruption in works due to any site condition shall be engaged as to complete the work in time. The execution of the work should however be planned and phased so that there are no undue hazards to the movement of normal traffic over the road. No additional payment will be entertained on this account. Difficulties and inconveniences in transporting materials over the bad roads, Kutcha roads, incomplete roads and over the weak and damaged culverts should be taken into consideration by the Contractor. The materials for the work may be required to carry over Kutcha roads. These approach roads should be maintained by the Contractor at his own cost.

Difficulties in collection of different materials in lot, over the road flank due to insufficient space if there be, should be noted by the bidder. No rate or time will be allowed on these accounts as stated. The bidder should quote his rate taking into consideration regarding security of the materials. Nothing would be entertained under any circumstances beyond the respective tendered provisions.

D.3 Preliminaries:
During execution of the work contractor will remain responsible for providing reasonable facilities to traffic on the road and also lighting and guarding of the road during night for its safety while the work is in progress and no extra rate will be paid on this account before taking up the work. Approximately half of the road width including one flank shall be kept clear to the traffic from all obstruction and the surface shall be properly cleaned and levelled as far as possible. Sign Boards / Direction Boards are to be erected at required points of specified size indicating in red letters on a white back ground as per direction of the Officer-in-charge. Cost of which should be borne by the agency. Road barriers shall be placed wherever the existing road surface disturbed with proper' road signs. During night, these should be provided with the light, Night Guard e.g. 'Chowkidar' for watching the barrier etc. shall also be maintained by the Contractor to give due warning to road users specially at night.

D.4 Specifications & Mode of execution:
Unless otherwise stipulated specifically all the item of works are to be done as per relevant sections, general conditions and general guideline as mentioned in **Schedule of Rates for Forestry Works** and Materials & Labour in force for different district of West Bengal including up-to date addenda and corrigenda.

For general conditions and general specifications of items of works including supply and carriage works, not appearing in the aforesaid two specification books, relevant '***Schedule of Rates for Road works, Bridge & Culvert Works'*** published from Superintending Engineer, Bridge Planning Circle, Public Works (Roads) Department for different district of West Bengal including up-to-date addenda and corrigenda, if any, issued from competent authority as applicable for the working area at the time of submission of tender will be considered.

M. Karthi

(Karthikeyan M., IFS)
Divisional Forest Officer
Kurseong Soil Conservation Division

>>>>>>>xxxxxxx<<<<<<<

SECTION - E
GENERAL TERMS & CONDITIONS OF CONTRACT

1. Drawing / Map:

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

2. Interpretations:

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

I) The term EMPLOYER/AUTHORITY shall mean Divisional Forest Officer, Kurseong Soil Conservation Division and include its successor and assigns or the Officers authorized to deal with any matters which those presents are concerned on its behalf.

II) The term REPRESENTATIVE shall mean Authorized Official of the Divisional Forest Officer, Kurseong Soil Conservation Division.

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

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

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

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.

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

The DRAWINGS / MAPS shall mean the drawing/map or drawings/maps mentioned in NIT and any modifications of them approved by the Employer or any further Working drawings/maps or sketches by the Employer or any further working drawings/maps or sketches which may be furnished or approved in writing by the Employer.

The SPECIFICATION shall include the specification of work and general specifications forming part of this contract.

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

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

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

complete with the Employer's instructions as aforesaid involves work and/or loss beyond that contemplated by the Contract then, unless the same were issued owing to some breach of this contract by The Contractor, the Employer shall pay to the Contractor the price of the said work an extra to be valued as hereinafter provided and /or loss.

4. Variations:

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

No claim for an extra shall be allowed unless it shall have been executed by the Contractor on specific direction on the Authority of Employer as herein mentioned any variation i.e. additions, omissions or substitutions shall vitiate the Contract. The employer may order to plant one species instead of another species (mentioned in specification), wherever necessary, the contractor will be bound to do such work(s) on same schedule rates. If the employer feels that the whole or part of works of any item of estimate is to be done departmentally, or nature of 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 Employer in accordance with the following rules:

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

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

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

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

regards shall not be entertained unless purchases are affected from registered regular merchants engaged in the trade of such items.

5. Deviations:

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

6. Site Conditions:

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

7. Persons tendering shall visit SITE Etc.

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

8. Contractor to provide everything necessary:

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

Employer or any man deployed on the site/adjacent forest areas and to allow such deployed staffs with proper identity for watch & patrolling duty or any other entrusted job.

9. 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.

10. Access:

The Employers/Representatives of the manufacturer of the materials (used for the work) shall at all reasonable 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 the representatives of Public Authorities no person shall be allowed on the work at any time without the written permission of the Employer. If any, work is to be done at a place other then the site of the work, the Contractor shall obtain the written permission of the Employer for doing so.

11. Quality of Materials & Workmanship:

All the works specified and provided for in the specification or which may be required to be done in order to perform and complete 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 Employer during the execution of the work and to their entire satisfaction.

12. Removal of Improper Work:

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

13. Contractor's Employees:

The Contractor shall keep for the full time a qualified and skilled supervisor as 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 persons 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 sixteen 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. It shall be the responsibility of the Contractor to see that any sub-contract under him, similarly complies with the above requirements. (The Employer shall not however recognize any sub-contract or sub-contractor).

The Contractors shall keep the Employer saved, harmless and indemnified against claims if any of the workmen gets into any mishap and all costs and expenses as may be incurred by the contractor 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.

14. Working Hours:

Each shift shall be at least of eight hours duration and that the work must be completed within the time specified in the tender document. Work shall also be done on Sundays and Holidays with prior permission of the respective authority.

15. 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.

16. Clearing Away:

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 Employer.

17. Contractor Not To Sublet:

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

18. 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.

19. Maintenance Period and Defects after Completion:

The Contractor shall make good at his own cost and to the satisfaction of Employer, all defects or other faults arising in the option of the Employer from workmanship not being in accordance with the specification of schedule of quantities or the instruction of Employer which may appear within the maintenance period. The maintenance period shall mean a period of maintenance to be calculated from the date of commencement of work and terminate 6 months after completion of the work. The defect in alignment, defective materials & execution or other faults which may appear within the maintenance period (hereinafter called as the defects liability period) arising in the opinion of the Representative who shall be final authority for workmanship not in accordance with the contract, shall upon the directions in writing of the Representative and within such responsible time specified therein, be amended and made good by the Contractor at his own cost unless the Representative shall decide that he ought to be paid for such amendment and for making good and in case of default the Employer may employ and pay other persons to amend and make good such defects, or other faults and all damages, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer from any money due or that may become due to the Contractor.

20. 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.

21. Method of Measurement:

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

22. Earnest Money & Security Deposit:

A. Earnest money:

Earnest money as mentioned in tender notice is to be deposited along with the tender. No tender will be considered without the above deposit.

B. Letter of Acceptance & Security Deposit:

The successful Tenderer to whom a Letter of Acceptance has been issued shall submit within 07 (seven) days from the date of Letter of Acceptance. Failure to deposit the Letter of Acceptance as aforesaid within the specified time will constitute a breach of the contract rendering the contract liable to termination with forfeiture of the security to the extent of amount of the initial Earnest money deposited with the tender without any reference to the tenderer. Security deposit amounting @ 10% of the total work amount put to tender will be deducted at the time of payment to the tenderer over the billing amount. The entire security deposit (including earnest money furnished with the tender, amount deposited at the time of execution agreement

and amount deducted from progressive bills) shall be held till the issue of completion certificate. Employer shall not pay interest on the Earnest Money and Security Deposit.

23. Work Order:

Work Order will be issued to the successful bidder only after getting administrative approval from concerned Higher Authority and on receipt of fund/allotment from the Government.

24. Running account payments:

Payment on Running Bills, at the discretion of the Employer, shall be made to the Contractor on the bills certified by the Representative of the Employer. All bills shall be prepared by the Contractor in the form prescribed by the Employer. For this purpose, the Contractor must submit his/their R.A. Bills in the proper form duly accompanied by detailed measurements of works done and showing the deductions for previous payment received by him and also the deduction towards cost of materials(if any), supplied by the Employer, the contractor shall be paid against measured bills only. Intermediate payments shall be regarded as payments by way of advance against the final payment any and not preclude the requiring of bad unsound and imperfect or unskilled work to be demolished, removed and taken away and reconstructed, or to be any part thereof in any respect or the accruing of any claim, nor shall it conclude, determine or affect in any way the powers of the Employer, under these conditions or any of them so as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. *Payment on R.A. Bill will be made after deduction of statutory deductions like, Income Tax, Labour Welfare Cess, GST etc. as per rule*. Payment on materials stocked at site shall not be made. Payment of supplementary items shall only be made after those one entered properly in the site instruction book, approved and sanctioned by the Employer.

25. Final Payment:

The final bill shall be accompanied by a certificate of completion from the Employer. Payment of final bill shall be made within a month of submission of the same. The security money shall be refunded after issue of completion certificate that the Contractor has rectified all defects, to the satisfaction of the Employer. The acceptance of payment of the final bill by the Contractor would indicate that he will have no further claim in respect of the work executed.

25(A). Payment is subjected to availability of allotment/fund received from the higher authorities.

26. Substitution:

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

27. Commencement and Completion of Work:

A. Extension of time and liquidated damages for delay:

The entire work is to be completed in all respects in stipulated times as mentioned in the Tender Notice from the date of issue of work order. Time is essence of contract and shall be strictly

observed by the Contractor. The date of commencement of the work shall be the date on which the work order is issued to the Contractor or the date when the Contractor take possession of the site officially whichever is later. The Contractor shall complete the work in all respects to the satisfaction of Employer within the stipulated time, failing which the contractor shall be bound to pay compensation @ 0.5% (half percent) over the total tender value of work for delay of every week or part of a week by way of liquidated damages and not as penalty. Provided always that the entire amount of compensation to be paid under the provision of this clause shall not exceed 10% of the contract price. The payment of deduction of such damages shall not relieve the contractor of his obligation to complete the work or from any other obligation and liability under the contract. The contractor shall within 5 (Five) days of receipt of intimation that his tender has been accepted to submit the employer an abstract programme of work so drawn as would enable him to complete the work within the time contemplated. The abstract programme must indicate the work within the time contemplated. The abstract programme must indicate dates of starting and completion of respective parts of sections of the work. The abstract programme would be subjected to the approval of the employer who will have the power of making such modification there in as found necessary. The actual progress as compared with this chart will be reviewed periodically. If the contractor be delayed in the progress of the work by exceptional weather condition, civil commotion, strike or lock-outs, fire, unusual delay in transportation of unavoidable casualties, act of public enemy, acts of the government, any acts of the authority or of another contractor in the performance of his contract with the employer or any other causes beyond the contractor's control, the contractor shall apply in writing to the employer for an extension of time of the completion of work or the part or section concerned within 10 (Ten) days of such occurrence, but before the expiry of the stipulated date of completion. The employer shall on such application make an enquiry and may grant such extension of time as they think justified. The decision of the employer in this respect shall be final and binding on the contractor. The work shall not be considered as completed until the employer has certified in writing that they have been completed.

28. 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, GST, sales tax, Octroi, etc.

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

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

The contractor shall indemnify the employer and held them harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of Government or otherwise and also in respect of any award or compensation or the Contractor shall restore and repair all damage of every sort mentioned in this clause so as to deliver up to the whole of contract works complete and perfect in every respect so as to make good or otherwise satisfy all claims for damage to the property of the third parties. The contractor shall indemnify the

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

30. Termination of Contract by Employer:

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

or if the contractor (whether in individual form or incorporated company) shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractor or if the contractors shall assign or sublet the contract without the consent in writing of the employer first obtained if the contractor shall change or encumber this contract or any payment due to which may become due to the contractor their under or if the employer shall certify in writing of that in his opinion the contractor :

a) has abandoned the contract, or
b) has failed to commence the work, or has without any lawful excuse under these conditions suspended the progress of the work for 14 days after receiving from the Employer written notice to proceed, or
c) has failed to proceed with the work such due diligence and failed to make such due progress as would enable the work to be completed within the time agreed upon, after receiving from Employer to employ more men, or,
d) has failed to remove materials from site or to pull down and retained work within 7 days after receiving from the Employer as written notice that the said materials or work were condemned or rejected by the Employer under those conditions, or,
e) has neglected or failed persistently to observe and perform all or any of the acts, matter or things by this contract to be observed and performed by the Contractor for 7 days after written notice shall have been given to the contract requiring the Contractor to observe or perform he same, or
f) has to the detriment of good workmanship or define of the Employers instruction to the contrary sub-let any part of the contract.

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

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

31. 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 Conservator of Forests, Soil Conservation (North) Circle, Directorate of Forests, Govt. of West Bengal. Should the Conservator of Forests, Soil Conservation (North) Circle, West Bengal, be for any reason unwilling or unable to act as such arbitrator, such questions and disputes shall be referred to an arbitrator to be appointed by the DIRECTORATE OF FORESTS, GOVT OF WEST BENGAL. The award of the arbitrator shall be final, conclusive and binding both parties to this contract and no suit shall lie in Civil Court in respect of the award by the Arbitrator.

M. karthi

(Karthikeyan M., IFS)
Divisional Forest Officer
Kurseong Soil Conservation Division

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