



**Government of West Bengal
Directorate of Forests
Office of the Divisional Forest Officer
Howrah Division, West Bengal**

e-Tender for Selection of bonafide persons / agencies / companies, including consortium and partnership farms to undertake creation of plantations under Howrah Division of West Bengal.

NIT No: 13/ HD/ HR of 2018- 2019

- 1) Irrigation Canal Bank at Amta - II Block**
- 2) Irrigation Canal Bank at Domjur Block and Jagatballavpur Block**
- 3) Digsui Bridge to Champarui Bridge both side Canal G.P. Digsui - Hoera Block - Chinsura-Mogra-10 Hac & Hatni to Gramgoal both DVC branch canal, G.P. Haral Daspara/ Simlagarh-Vitasin, Block-Pandua-10 Hac.**
- 4) Vill: Kumarsha under Kumarsha Gram Panchayat of Goghat-I Panchayat Samity**

**Divisional Forest Officer,
Howrah Division**

Government of West Bengal
Directorate of Forests
Office of the Divisional Forest Officer, Howrah Division
Dalmia Park, Stadium Complex, Howrah-711101.
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Memo No.: 506 /13-1(Tender)/2019

Date: 21/02/2019

e-TENDER FOR CREATION OF PLANTATION WORKS IN HOWRAH DIVISION, WEST BENGAL

In pursuance to the G.O No-5400-F(Y) dt 25/6/12 and its subsequent amendment No-2254-F dt 24/4/14, Divisional Forest Officer, Howrah Division, on behalf of Governor of West Bengal, invites e-tenders from Bonafied Co. / Contractor / Manufacturer/ farms etc. for "Creation of Plantation Works in Howrah Division."

A. Schedule of Work (s):-

e-Tender No.	Range	Location	Name of work & Area (in Ha.)	Amount (Rs)	* Cost of tender paper	*Earnest Money (Rs.)	Security Deposit
1	Howrah Rural S. F.	Irrigation Canal Bank at Amta - II Block	Creation of Plantation (15 Ha.)	7,65,225/-	Rs. 750/- (Rupees Seven Hundred Fifty only)	15,305/-	10% of Tender Value
2	Howrah Urban S. F.	Irrigation Canal Bank at Domjur Block and Jagatballavpur Block	Creation of Plantation (20 Ha.)	10,20,300/-	Rs. 750/- (Rupees Seven Hundred Fifty only)	20,406/-	10% of Tender Value
3	Hooghly	1. Digsui Bridge to Champarui Bridge both side Canal G.P. Digsui - Hoera Block - Chinsura-Mogra-10 Hac & Hatni to Gramgoal both DVC branch canal, G.P. Haral Daspara/ Simlagarh-Vitasin, Block-Pandua-10 Hac.	Creation of Plantation (20 Ha.)	10,20,300/-	Rs. 750/- (Rupees Seven Hundred Fifty only)	20,406/-	10% of Tender Value
4	Arambagh	Vill: Kumarsha under Kumarsha Gram Panchayat of Goghat-I Panchayat Samity	Creation of Plantation (10 Ha.)	5,10,150/-	Rs. 750/- (Rupees Seven Hundred Fifty only)	10,203/-	10% of Tender Value

*Tender Fees & EMD should be deposited in the form of Challan to be originated from GRIPS Portal of Finance Department, West Bengal and remitted in favour of Divisional Forest officer, Howrah.

The intending tenderer may submit / offer rates in any one of the Tender or all the tenders separately as mentioned in the schedule of works as per NIT.

super scribing the Tender Notice Number. The sealed envelope should consist of another two sealed envelopes viz-

- A. Technical Bids and Other Document and
- B. Financial Bid

- A. The Technical Bid should consist of following document- Paper related to company/bidder's Details such as :

Copy of Last Income tax Submission Certificate, Copy of Last VAT submission certificate, Copy of PAN, GST Registration, Receipt of Purchase of Tender Paper, Receipt of submission of EMD deposit (Original), Details of Financial Credentials, Affidavit (Y): The prospective bidders or any of their constituent partner shall neither have abandoned any work nor any of their contract have been rescinded, debarred or blacklisted during the last 3 (*three*) years by any Government or PSU. Such abandonment or rescission will be considered as disqualification towards eligibility. A declaration in this respect through affidavit has to be furnished by the prospective bidders without which the Technical Bid shall be treated as non-responsive and be submitted along with technical bid.

Work credential as per schedule to any Government Department, Zilla Parishad, Government undertaking / Statutory Bodies constituted under the statute of the Government during within last three financial years including current financial years should also be submitted. The work credential should be of similar nature in as per the tender notice implemented in a particular financial year.

B. The Financial Bid should be submitted in prescribed format attached with the tender paper. The financial bid should be inclusive of all taxes. The tender paper should be submitted in the tender box specifically earmarked for the purpose. Tender paper submitted otherwise shall not be accepted under any circumstances. Further, no extension of time of submission of tender paper shall be entertained under any circumstances and the tender box shall be sealed after laps of due time and shall be opened on due time in presence of the bidders as they remain present.

8. Earnest Money Deposit (EMD):

- A. **A. Mode of Payment:** Earnest Money (EM) and the cost of Tender Documents (Tender Fees) is to be remitted by the Tenderer as mentioned in column no. 5 and 6 of the table for List of Works through GRIP Portal of Finance Department, Government of West Bengal in favour of Divisional Forest Officer, Howrah, Parks & Gardens Circle, W.B. A copy of challan / Receipt obtained after deposition of Earnest Money Deposit (EMD) / cost of tender documents (if any) shall have to be submitted along with tender documents.
- B. **Refund of EMD:** The EMD of the unsuccessful e-Tenderers deposited in favour of "Divisional Forest Officer, Howrah Division" will be refunded without any interest on receipt of application addressed to the **Divisional Forest Officer, Howrah Division, Howrah**, from Tenderers as per relevant Govt. Rules through Howrah Treasury- II.
- C. The Earnest Money of all other tenderers shall be refunded after release of acceptance letter in favour of the qualified lowest bidder on receipt of application from tenderers, except the bidder who is awarded the contract work EMD shall be retained as until signing of an agreement, submission of Security Deposit and issue of work order.

9. Eligibility Criteria-

- a. Bonafide contractor having valid Income Tax, PAN, GST Registration Number, having experience of similar nature of work during the last 3 financial years to any Government Department, Zilla Parishad, Government undertaking / Statutory Bodies constituted under the statute of the Government may apply for the tender. Any contractor who has executed any type of tender works in Directorate of Forests, Govt. Of West Bengal, are also eligible for this work. In this case, tenderer should submit previous credentials for his past performance, completion certificate from respective employer, the completion certificate and credentials should be signed by the officer not below the rank of Deputy Conservator of Forest, any other certificate signed by other officials will not be entertained
- b. The intending bidders must be having financial credential of similar nature in as per NIT. The financial credentials thus submitted should not be more than three years' old.
- c. Neither prospective Tenderer nor any of the constituent partners had been debarred to participate in any Tender by the P.W.D., P.W.(R)D & P.W.(C.B.)D, Housing Department, W.B. or C.P.W.D. or M.E.S or Railways or Forests; during the last 5 (five) years prior to the date of this NIT. Such debarring will be considered as disqualification towards eligibility. (A declaration in this respect has to be furnished by the prospective bidders as per prescribed format).
- d. The partnership firm shall furnish the Registered Partnership Deed and the Company shall furnish the Memorandum of Association (MOA) and Article of Association (AOA.) [Non-statutory Documents]
- e. Registered Un-employed Engineers' Co-operative Societies / Labour Co- operative Societies are required to furnish the following documents : -

- i) Current "No Objection Certificate" from the Assistant Registrar of Co-operative Societies.
 - ii) Supporting documents showing area of operation.
 - iii) Bye-laws duly approved by the Assistant Registrar of Co-operative Societies.
 - iv) Name with address and signature (in original) of the present Board of Directors of the Co-operative Society
 - v) Copies of Minutes of last Annual General Meeting and Audit Report of the Co-operative Society with the evidence of submission of the same to the concerned Authorities, duly attested.
- f. The prospective Tenderers or any of their constituent partner shall neither have abandoned any work nor any of their contract have been rescinded during the last 5 (five) years. Such abandonment or rescission will be considered as disqualification towards eligibility.
- g. Joint Ventures will not be allowed.
- h. A prospective Tenderer shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm. If the prospective Tenderer is found to have applied severally in a single job, all his applications will be rejected for that job.
- i. No conditional / Incomplete Tender will be accepted under any circumstances.
- j. The financial eligibility will be that the turnover of the tenderer should be **60%** of the value of the work- taken from the Income Tax Returns of the previous concluded year.
- k. The Tenderer having experience in plantation or similar nature of job will be given priority.
10. **Pattern of Bid**-Two bid system of submission of tender shall be followed. Financial bids of the bidders shall only be opened if the intending bidders pass in the technical bid to be decided by the tender committee constituted for the purpose. Technical bid should consist of Paper related to company/bidder's Details such as Copy of Last Income tax Submission Certificate, Copy of Last VAT submission certificate, Copy of PAN, GST Registration, Receipt of Purchase of Tender Paper, Receipt of submission of EMD deposit (Original), Details of Financial Credentials, Affidavit (Y): The prospective bidders or any of their constituent partner shall neither have abandoned any work nor any of their contract have been rescinded, debarred or blacklisted during the last 3 (*three*) years by any Government or PSU. Such abandonment or rescission will be considered as disqualification towards eligibility. The value put under tender is inclusive of all taxes.
11. **Submission of Financial Bid**- Financial bid shall be required to be submitted in a separate sealed cover within the bigger sealed cover super scribing the Tender Notice No etc as per prescribed format. Rate shall be quoted **as percentage (above / below / at par) in words & in figures**. Undersigned does not always bind herself to accept the lowest rate and not bound to give any reason for the same. The Sample Testing committee may examine and ascertain the work and accordingly the Tender committee and Sample Testing committee will recommend and final decision may be taken.
12. **Opening of Technical Proposal** - Technical proposals will be opened by the authorized representatives of the Tender Inviting Authority. Intending tenderers may remain present, if they so desire. During evaluation, the Committee may summon the tenderers and seek clarification / information or additional documents or original hard copy of any of the documents already submitted and if these cannot be produced within the stipulated time frame, their proposals will be liable for rejection.
13. **Procedures to be followed when one / two technically qualified tenderers participated in any tender:** Financial bid of technically qualified single / two tenderers may not be opened immediately. If the authority deems fit, 2nd call may be invited immediately after technical evaluation and uploading the list of the technically qualified bidders(s) of the 1st call. If such bidder(s) technically qualified in the 1st call intend(s) to change their rates quoted in the 1st call, they are to purchase tender paper afresh. In case of non purchase, the rates quoted in the 1st call would remain valid. After selection of technically qualified tenderers for 2nd call (in case new tenderer other than the existing tenderer of the 1st call), financial bid of both 1st and 2nd call would be opened. Financial evaluation would be made in a combined way considering both 1st and 2nd call. However, in case tenderer(s) of 1st call submit(s) fresh tender in 2nd call, rates of 2nd call should be considered in the process of evaluation.
14. **Acceptance of Tender (Technically eligible/qualified)**-Lowest valid rate should normally be accepted. However, the Tender Accepting Authority does not bind himself to do so and reserves the right to reject any or all the tenders, for valid reasons and also reserves the right to distribute the work amongst more than one tenderer at the accepted rate after formal consultation with L1 (accepted rate) bidder and taking consent of L1 bidder for smooth & quick completion of the work.
15. **Penalty for suppression / distortion of facts** - If any tender fails to produce the original hard copies of the documents (especially completion certificates and audited balance sheets), or any other documents on demand of the Tender Evaluation Committee within a specified time frame or if any deviation is detected in the hard copies from the submitted photocopies or if there is any suppression, the tenderer will be suspended from participating in the tenders on all Tender platforms for a period of 3 (Three) years. His Earnest Money Deposit

will stand forfeited. Besides, the **WEST BENGAL FOREST DEPARTMENT** may take appropriate legal action against such defaulting tenderer.

16. The intending Tenderers shall clearly understand that whatever may be the outcome of the present Invitation of Tender, no cost of Tendering shall be reimbursable by the Government. The Divisional Forest Officer, Howrah Division, W.B. reserves the right to reject any tender or all Tenders without assigning any reason whatsoever and is not liable for any cost that might have incurred by any Tenderer at any stage of Tendering.
17. The selected Contractor must arrange to procure all materials required for the proper completion of the work (as per the Technical Specifications of the tender document). The Employer will not on any account be responsible for procuring the same.
18. **Validity of Bids** - Bid shall remain valid for a period not less than **365 (Three Hundred and Sixty Five) Days** after the stipulated date for Financial Bid/Sealed Bid Submission. Bid validity for a shorter period shall be rejected by Tender Accepting Authority as non-responsive.
If any Tenderer withdraws his offer before Bid validity period without giving any satisfactory explanation for such withdrawals, he may be disqualified for submitted tender to this Office and Directorate of Forests, Government of West Bengal for a minimum period of 1 (one) year and legal action will be taken against him.
19. **Cancellation of Tender** - The Divisional Forest Officer, Howrah Division, W.B. reserves the right to cancel this N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.
20. The Divisional Forest Officer, Howrah Division has right to change the Design and Estimate at any time (even during execution) and the Contractors should follow the revised drawings and estimate and construct work as per accepted rates.
21. **Security Deposit**- The successful Tenderer to whom a Letter of Acceptance has been issued shall submit within 10(ten) days from the date of Letter of Acceptance, **Security Deposit which is 10% (Ten Percent) of the contracted value** of work. Failure in depositing this amount and / or non-submission within the specified time shall render the contract liable to termination without reference to the contractor and in such case; the deposited earnest money shall stand forfeited to the Government. Security Deposit shall have to be deposited through GRIPS in the form of in favour of The Divisional Forest Officer, Howrah Division, W.B.
The amount of Security Deposit shall be refunded to the contractor after 6 (six) months of Completion of Works subject to verification of Survival Percentage of the plantation after first monitoring by authorised representatives of The Divisional Forest Officer, Howrah Division. A Survival Percentage of less than 95% would result in forfeiture of the Security deposit.
22. **Technical Specification and Quality of Works (To be read in conjunction with “Specification of Works”)** - Unless otherwise stipulated, all the works are to be done as per the Technical Specifications of the tender document. The project should be executed as per current procedure and practice of Directorate of Forests, Govt. of West Bengal for Plantation works.
23. **Deduction of Taxes Etc** - Deduction of Income Tax from the Contractor's Bill will be made as per Govt. rules. Labour Welfare Cess @ 1 % (one percent) of the cost of 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 as per Govt. Rules and the rate in the B.O.Q. is inclusive of all the taxes & cess stated above. Deduction of Tax shall be made as per provision of the relevant Acts, Rules & Orders.
24. **Maintenance Period**- The Contractor will be liable to maintain the work at the appropriate service level to the satisfaction of the Divisional Forest Officer, Howrah Division at his own cost for a period of Security Period/Maintenance period, as stipulated in the BoQ. If any defect/damage is found during the period as mentioned above, the Agency shall make the same good at his own cost. Failure to do so, penal action against the Agency will be imposed by the Government as deem fit. The Agency will have to quote his rate considering the above aspect. Also the Prospective Tenderers shall have to execute the work in such a manner so that appropriate service level of the work is kept during progress of work and the period of maintenance.
25. **Removal of Discrepancy**- If any discrepancy arises between two similar clauses on different notification, the clause as stated in later notification will supersede former one in following sequence :-

- a. Form of Agreement
- b. Tender Form
- c. Technical Specifications
- d. General Terms and Conditions
- e. Relevant PWD (W.B.) Schedule of Rates
- f. Instructions to Bidders
- g. N.I.T.

26. MOBILISATION ADVANCE/ COST OVER RUN :

No Mobilisation Advance and Secured Advance will be allowed. Time / cost overrun and consequent cost of escalation for any materials, labour, P.O.L. etc. will not be allowed.

27. Canvassing in connection with the tender is strictly prohibited.
28. Site of work and necessary drawings may be handed over to the successful Tenderer along with the work order or in a phase wise manner as deemed fit by the Divisional Forest Officer, Howrah Division, W.B. No claim in this regard will be entertained.
29. The successful Tenderer will have to start the work as per the work order to commence the work.
30. The contractor shall not be entitled for any compensation for any loss suffered by him due to delay arising out for modification of the work, due to non-delivery of the possession of site and / or modification of plantation map & planting pattern etc.
31. Prevailing safety norms has to be followed by the successful Tenderer during execution of the work so that LTI (Loss of time due to injury) is zero.
32. Guiding schedule of plantation works should be followed as per existing norms, patterns, lying in the working division.
33. No tender shall be deemed to be fit for consideration unless the tender documents are fully and completely filled in. All information that may be asked from the Tenderer must be unequivocally furnished. The eligibility of a Tenderer will be ascertained on the basis of the documents submitted by a Tenderer in support of eligibility criteria. If any document submitted by a Tenderer is found to be incomplete/incorrect/ manufactured / fabricated or false, his Tender will be out rightly rejected at any stage and legal action will be taken against him.
34. A Tenderer is to quote in figures as well as in words, his rates in the following forms as applicable in his cases against the estimated value put to tender of the tender form (BOQ).
35. In the event of a tender being submitted by a firm, it must be signed by a member or members of the firm having legal authority to do so and if called for, legal documentations in support thereon must be produced for inspection and in the case of a firm carried out by one member or a joint family it must disclose that the firm is duly registered under the Indian Partnership Act.
36. **The Tenderer must sign at the bottom of each page of the tender documents as a proof of acceptance of terms and conditions of the Tender. Overwriting shall not be allowed. All corrections, alternations etc. must be duly signed.**
37. It must be clearly understood that the quantities of the various items indicated in the schedule or probable items are approximate only and may be appreciably increased or decreased during actual execution. The contractor shall remain effected by alteration.

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

Sd/-
Divisional Forest Officer,
Howrah Division

Copy forwarded for kind information to:

1. The Addl. Chief Secretary, Department of Forests, Govt. of West Bengal.
2. The Principal Chief Conservator of Forests, & Head of Forest Force, West Bengal.
3. The Principal Chief Conservator of Forests, General, West Bengal.
4. The Chief Conservator of Forests, Conservation & Extension, West Bengal.
5. The Conservator of Forests, P & G Circle, West Bengal.
6. The Office File

Sd/-
Divisional Forest Officer,
Howrah Division

GENERAL TERMS & CONDITIONS OF CONTRACT

1. **Drawing / Map:** The work is to be carried out in accordance with drawings / maps (if any) related to these contract and specification, the priced schedule of probable items with approximate quantities and directions or instructions which may be issued by the Employer or his Representative from time to time during the execution of the contract.
2. **Interpretations:**
In constructing these conditions, the specifications, the schedule of quantities, tender and Agreement, the following words shall have the meaning herein assigned to them except where the subject of context otherwise requires:
 - I) The term EMPLOYER/AUTHORITY shall mean Divisional Forest Officer, Howrah Division, West Bengal, 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, Howrah Division, West Bengal.
 - III) **CONTRACTOR** shall mean the firm or company or person whose tender has been accepted by the employer and includes his (their) heirs, legal representative assigns and successors.
 - IV) **SITE** shall mean the site of the contract work **including any erections thereof and any other land adjoining thereto (inclusively as aforesaid allotted by the Employer for the contractor's use).**
 - V) This **CONTRACT** shall mean Articles of Agreement, these conditions, the schedule of quantities, the general instructions to the Contractor, the specifications, the drawings / maps and correspondences by which the contract is added, amended, valued of modified in any way by mutual consent.
 - (I) **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.
 - (II) **THE WORKS** shall mean the work or works to be executed or done under this contract.
 - (III) **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.
 - (IV) The **SPECIFICATION** shall include the plantation specification and general specifications forming part of this contract.
 - (V) The **SCHEDULE OF QUANTITIES, BILL OF QUANTITIES** shall mean the Schedule or Quantities as specified and forming part of contract.
 - (VI) The **PRICED SCHEDULE OR QUANTITIES** shall mean the schedule duly priced.
 - (VII) **NOTICE IN WRITING or WRITTEN NOTICE** shall mean a notice in writing typed or printed characters sent (unless delivered personally) or otherwise proved to have been received by Registered Post to the last known private or business address as registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered. If the employer feels that the contractor (who has signed the agreement) should himself come & personally meet to the employer for necessary discussion in connection with the work; he must contact personally. In case the contractor (not his authorized person) does not meet personally and intentionally avoids or do not reply the letter, the matter will fall under the breach of the contract. The work progress should be in the proportionate of the time frame set forth for the completion of the works.

- (VIII) The term **APPROVED, DIRECTED or SELECTED** mean the approval direction or selection of the Employer and where ever the words **ALLOW, INCLUDE, and PROVIDE** occurs the cost of the items is as the risk of the contractor. **COMPLETION** shall mean that the plantation in the opinion of the Tender Inviting Authority; completed in all respect.
- (IX) **WORDS** imputing persons include Firms and Corporation, words imputing the singular only also the plural and vice/versa where the context so requires.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

The seedlings should be of at least 4 ft height by the end of November 2019 and at least 6 ft height and of Good Collar Girth by the end of February 2020.

8. 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

9. 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.

The Contractor shall employ local labourers of adjoining forest areas and members of adjoining FPC (Forest Protection Committee) and EDC if they want to carry out planting works in that particular planting site. 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 footwear 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 and all costs and expenses as may be incurred by the Employer in connection with any claim that may be made by any workman. The Contractor shall arrange to provide first aid treatment to the labourers engaged on the works. He shall within 24 hours of the occurrence of any accident at or about the site or in connection with execution of the works, report such accident to the Employer and also to the competent authority where such report is required by law.

10. 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.

11. Clearing Away:

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

12. 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.

13. 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.

14. Maintenance Period and Defects after Completion:

The Contractor shall make good at his own cost and to the satisfaction of Employer, all defects, casualties of planted seedlings 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 3 (three) months after completion of the work.** The defect in alignment, planting, dead & poor planted seedlings 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.

15. Materials:

The selected Contractor must arrange to procure all materials required for the proper completion of the work. Seedlings, organic manure, fungicides, micro-nutrients, insecticides etc. will be supplied departmentally

16. 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.

17. Payment:

Payment shall be made to the Contractor by the Employer on the bills certified by the Representative of the Employer. Payment will be made through TREASURY (ONLINE MODE). Tenderer shall have to submit their Bank details (Name of Bank, Branch Code No. Bank A/C Number, IFSC Code no.etc. so that online transaction can be made smoothly without any delay. All statutory deductions like, I.Tax, , VAT/GST or any other cess that can be imposed by the Government will be deducted the from the submitted bill (s)etc.

18. Commencement and Completion of Work:

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.** It is 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.

19. Escalation of Prices:

The rates quoted by the Contractor shall be firm throughout the tenure of the contract (including extension of time, if any granted) and will not be subject to any fluctuation due to increase in cost of materials, labour, sales tax, Octroi etc.

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

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

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

22. 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, Parks & Gardens Circle, Directorate of Forests, West Bengal. Should the Conservator of Forests, Parks & Gardens 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.

Divisional Forest Officer,
Howrah Division

ANNEXURE-I [Detail Estimate over 01 ha.]

ESTIMATE FOR CREATION OF PLANTATION -2019

	No. of seedlings per ha.	625
	No. of seedlings per km. for single row for strip plantation	250
	Spacing per Ha.	4m X 4m
	Spacing per km for single row for strip plantation	4m
	Pit size	60cm X 45cm X 45cm
Sl.	Particulars of work	Strip SB
A.	Labour Component	
1	Shorting, shifting, weeding, cleaning and watering of seedlings in nursery (April-June)	4

2	Survey and demarcation of plantation Area	1
3	Pre Planting Cleaning & removal of debris	10
4	Alignment and staking of Planting pits	1
5	Making brush wood fencing around the planting area	6
6	Cost of digging pits	16
7	Filling up of planting pits with dug up pulverized soil, organic manure, fungicides, micro-nutrients etc.	4
8	Hoeing the scouring line along the boundary of the plantation	2
9	Transplanting of potted seedlings including carriage from field nursery to planting site and staking	10
10	Application of insecticide to the planted seedlings	2
11	Vacancy filling with potted seedling	2
12	Cost of application organic manure as per doses prescriber per pit	2
13	1 st time weeding cleaning & mulching with application of fertilizer & vacancy filling	14
14	2nd time weeding cleaning & mulching with application of fertilizer & vacancy filling	10
15	3 rd time weeding cleaning & mulching without application of fertilizer & vacancy filling	8
16	4 th time weeding cleaning & mulching without application of fertilizer	6
17	Watering to planted seedlings during dry spell for establishment	10
18	Cost of watch & Ward from Sep to March	18
	Total Man days (Nos.)=	126
	Cost of Labour Component @ Rs. 260/MD for e-Tender Work (Rs.)=	32,760.00
	Add GST. 18% (SAC Code: 998519) for Tender Work (Rs.)=	5,896.80
	Cost of Labour Component for tender work with GST (Rs.)	38,656.80
B.	Material Cost (Rs.)	
1	Chemical Fertilizer @ 50 gm DAP/Plant (GST :0%)	2200
2	Insecticides / Hormones(GST:0%)	1000
3	Organic manure (GST : NA)	500
4	Signages (GST:18%)	100
	Add GST. 18% (HSN code : 68118100) for Tender Work (Rs.)	18
5	Vegetative Fencing material / Bamboo (LS) / Gabion (GST : NIL)	5000
6	Carriage of Seedlings and fertilizer by Truck / vehicle etc. (GST :18 %)	3000
	Add GST. 18% (HSN code : 996601) for Tender Work (Rs.)	540
	Total Material Cost without GST (Rs.)=	11800
	Total for e-Tender Work without GST (Rs.)=	44,560.00
	Add Total GST for Tender work (Rs.)=	6,454.80
	GRAND TOTAL for e-TENDER WORK per Ha with GST (Rs.)= Say Rs. 51,015/- per Hac (Rupees fifty one thousand and fifteen) only	51,014.80

This is an indicative guidance and is not exhaustive. The scope of works in no way shall be restricted on the basis of this. The contractor shall carry out all necessary works mentioned/not mentioned in this to ensure best quality of plantation and maintain the Survival Percentage to at least 95%.

Sd/-
Divisional Forest Officer,
Howrah Division

GENERAL SUMMARY

Estimate for creation of plantation at Howrah Rural S.F. Range-15 Hac, Howrah Urban S.F. Range-20 Hac, Hooghly Range-20 Hac and Arambagh Range-10 Hac.

NIT No: 13/ HD/ HR of 2018- 2019

Sl. No.	Description of Works	Estimated Amount (Rs.)	Total estimated amount (Rs.)
SL.01	Creation of Plantation (15 Ha.) at irrigation Canal Bank at Amta -I Block under Howrah Rural S.F.Range	7,65,225/-	
SL.02	Creation of Plantation (20 Ha.) at irrigation Canal Bank at Domjur Block and Jagatballavpur Block under Howrah Urban S.F.Range	10,20,300	
SL.03	1. Creation of Plantation (10 Ha.) at Digsui Bridge to Champarui Bridge both side Canal G.P. Digsui - Hoera Block - Chinsura-Mogra 2. Creation of Plantation (10 Ha.) at Hatni to Gramgoal both DVC Branch Canal, G.P. Haral Daspara/ Simlagarh-Vitasin, Block-Pandua	10,20,300	
SL.04	Creation of Plantation (10 Ha.) at Vill: Kumarsha under Kumarsha Gram Panchayat of Goghat-I Panchayat Samity.	5,10,150/-	

Time of Completion _____ days / months

I/We offer to execute the work: _____ (Tenderer should quote rate in the BoQ of Financial Bid but not here).

- a) At par with Rs. _____ (Rate to be quoted in Financial Bid) as per priced schedule of quantities.
 b) _____ % _____ (in words) above the priced schedule of quantities.
 c) _____ % _____ (in words) below the priced schedule of quantities.

Total : Rs. _____ (Rate quoted as in Financial BOQ)

 (Signature of Tenderer
 with official seal)

 (Signature of Tender
 inviting Authority)

 (Signature of Tender
 accepting Authority)

Signature of Witness: _____

Name of Witness: _____

Address: _____

SPECIFICATION OF WORKS
(Annexure-III)

Form I-B "Summary of Credential " (Year wise)

Sl No	Name of the Customer	Project Name	Brief narration of the type of work implemented	Start Date	End Date	Contact Value (only net checked amount issued by authority	Financial year of the completion of the work	Supporting documents against the completion report (Yes/No)	Whether Successfully completed	Address &Phone no. of the work completion issuing authority.

Signature of the Tenderer with date

(Annexure-IV)
FINANCIAL BID FORMAT

Form II-A

Sl No	Tender No	Estimated Cost Inclusive all taxes as per model estimates (Rs)	Rate Offered by the bidders	
			Rate offered (% bellow / % above/ at par) in figure	Rate offered (% bellow / % above/ at par) in words

Declaring that the item against which there are fixed Govt. rate such as minimum wage rate etc. shall be obeyed in letter in spirit

Signature of the Tenderer with
Seal & date

(Annexure-V)
AFFIDAVIT - Y

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

- (I) I, the undersigned do certify that all the statements made in the attached documents are true and correct. In case of any information submitted, proved to be false or concealed, the application may be rejected and no objection/claim will be raised by the undersigned.
- (II) The undersigned also hereby certifies that neither our firm M/S _____ nor any of constituent partners had been debarred to participate in any Tender by the P.W.D., P.W.(R)D & P.W.(C.B.)D, Housing Department, W.B. or C.P.W.D. or M.E.S or Railways, Forests; during the last 5 (five) years prior to the date of this NIT nor abandoned any of their contracts.
- (III) The undersigned would authorize and request any Bank, person, Firm, or Corporation to furnish pertinent information as deemed necessary and/or as requested by the Divisional Forest Officer, Howrah Division, W.B. herein referred to as the e-Tender Inviting & Accepting Authority, to verify this statement.
- (IV) The undersigned understands that further qualifying information may be requested and agrees to furnish any such information at the request of the e-Tender Inviting & Accepting Authority.
- (V) Certified that I have applied in the e-Tender in the capacity of individual/as partner of a firm & I have not applied severally for the same job.

Date: _____

Signature of authorized officer of the firm: _____

Title & Capacity of the officer: _____

Name of the Firm with Seal: _____