GOVERNMENT OF WEST BENGAL
DIRECTORATE OF FORESTS
Office of the Deputy Conservator of Forests
Urban Recreation Forestry Division, West Bengal

E-Tender for Selection of bonafide persons/agencies/companies, including consortium and partnership firms to undertake various works under Urban Recreation Forestry Division of West Bengal Forest Directorate.

NIT No: 65/DCF/URF/2022-23(2nd Call)

Govt. of West Bengal
Directorate of Forests
Office of the Deputy Conservator of Forests,
Urban Recreation Forestry Division
10A, Auckland Road, Eden Garden, Kolkata-700021.
Phone & Fax-033 2248-2504, E-mail :dcfurfkoklata@gmail.com

Memo No.1886/2-36	**Date: 12.10.2022**

Notice Inviting Tender No:.....65/DCF/URF/2022-23(2nd Call)

Tender for Construction of Dias at Parimal Kanan Park of Medinipur URF Range for Phool Mela 2022-23 under Urban Recreation Forestry Division.

The Deputy Conservator of Forest, Urban Recreation Forestry Division on behalf of the Governor, West Bengal invites **e-tenders** for the following work(s) from the eligible Contractors as detailed in the table below. [Collection (downloading) and Submission (uploading) of Tender can be made online through the website **https://wbtenders.gov.in**only].

A. List of Work(s):

Sl. No.	Name of work	EMD Payable to	Estimated Amount Put to tender (Rs.)	Amount of Earnest Money to be deposited (Rs.)	Cost of tender documents (Tender Fees, in Rs.)
(1)	(2)	(3)	(4)	(5)	(6)
1.	Construction of Dias at Parimal Kanan Park of Medinipur URF Range for Phool Mela 2022-23 under Urban Recreation Forestry Division.	* EMD through State Govt. e-procurement portal in favour of Deputy Conservator of Forest, Urban Recreation Forestry Division	**2,60,289/-**	**5,206/-**	**NIL**

***EMD should be deposited in the form of Challan to be originated from State Govt. E-Procurement Portal of Finance Department, Govt. Of West Bengal and remitted in favour of Deputy Conservator of Forests, Urban Recreation Forestry Division.**
There is no exemption of any kind for any of the eligible contractors towards EMD.

B. Schedule of Dates:

Sl.No.	Particulars	Date & Time
1	Date of uploading N.I.T.Documents—Online (Publishing Date)	12.10.2022 at 3.00 pm
2	Documents download start date (Online)	12.10.2022 at 3.00 pm
3	Documents download end date (Online)	20.10.2022 at 3.00 pm
4	Bid submission start date (Online)	12.10.2022 at 3.00 pm
5	Bid submission closing date (Online)	20.10.2022 at 3.00 pm
6	Bid opening date for Technical Proposal (Online)	28.10.2022 at 3.00 pm
7	Date of uploading technically qualified bidders (Online)	To be notified in due course
8	Date of opening Financial Bids (Online)	To be notified during uploading of Technical Evaluation Sheet of bidders

Note:

1) In case of any unscheduled holiday or on days of Bandh or natural calamity on the aforesaid dates, the next working day will be treated as scheduled / prescribed date for the same purpose.

2) The Tender Inviting Authority may change the venue of opening the Technical or Financial Bids in case of exigent circumstances like breakdown of communications link or conditions of force majeure.

3) The Tender Inviting Authority reserves the right to defer the date of opening of either Technical or Financial Proposal or both, if required.

INSTRUCTION TO BIDDERS (ITB)

Section – A

1. General Guidance for e-Tendering

1.1 Instructions / Guidelines for tenderers for electronic submission of the tenders online have been shown in Web site **https://wbtenders.gov.in**

1.2Registration of Contractors

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

1.3 Digital Signature Certificate (DSC)

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

1.4 Collection of Tender Documents

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

1.5 Participation in more than one work

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

2. Submission of Tenders:

2.1General process of submission:

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

2.2Technical Proposal

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

A. Technical File (Statutory Cover) containing

i. NOTICE INVITING TENDER **(**NIT) **(to be submitted in "NIT" Folder).**

ii. Scanned copy of **e-challan generated from State Govt. E-Procurement Portal for Earnest Money Deposit (EMD)** shall be uploaded and is to be remitted by the Tenderer as mentioned in the NIT document in favour of "Deputy Conservator of Forests, Urban Recreation Forestry Division".

iii. Instructions to Bidders. **(to be submitted in "ITB" Folder)**

iv. General Terms & Conditions of Contract. **(to be submitted in " GT AND CC" Folder)**

v. Technical Specification. (**to be submitted in " TS " Folder)**

vi. Drawing if Any to **("DRAWING" Folder)**

Note:a) **E-challan generated from State Govt. E-Procurement Portal for Cost of Tender Documents & EMD** should be submitted physically to **the Deputy Conservator of Forests, Urban Recreation Forestry Division** as per the 'Date & Time Schedule' stated in N.I.T. Technical Bid & 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 Tender Schedule

vii. Addenda/Corrigenda, if published: Contractors are to keep track of all the Addendum/Corrigendum issued with a particular tender and upload all the above, digitally signed, along with the NIT. Tenders submitted without the Addendum/Corrigendum will be treated as invalid and liable to be rejected.

C. My Document (Non-Statutory Cover)

Sl. No.	Category Name	Sub-Category Description		Document Name
A.	CERTIFICATES	CERTIFICATES		(For details see Clause 2 of ITB & relevant clauses of NIT)
			1	P.T. deposit receipt Challan
			2	PAN Card
			3	Enlistment Certificate

2. Eligibility Criteria for participation in tender:

The intending bidders/agencies should have the following qualifications for enlistment:

I. Pan registration, Profession Tax Registration certificate and Municipal Enlistment/ Trade License.

II. The Selected Bidder must have its offices in West Bengal. Agencies operating from outside the state without office(s) in West Bengal will not be considered. Selected Bidder must give the proper address of office in west Bengal and its registered office.

III. Govt. owned enterprise having similar business experience may also participate. Bid document shall not be issued from the Office by post or by courier.

IV. 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]

V. Registered Un-employed Engineers' Co-operative Societies / Labour Co- operative Societies are required to furnish the following documents: - [Non-statutory Documents]

a. Current "No Objection Certificate" from the Assistant Registrar of Co-operative Societies.
b. Supporting documents showing area of operation.
c. Bye-laws duly approved by the Assistant Registrar of Co-operative Societies.
d. Name with address and signature (in original) of the present Board of Directors of the Co-operative Society

VI. Joint Ventures will not be allowed.

VII. 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.

VIII. No conditional / Incomplete Tender will be accepted under any circumstances.

3. Opening of Technical Proposal

Technical proposals will be opened by the authorized representatives electronically from the website stated in Clause 2.1, using their Digital Signature Certificate.

Intending tenderers may remain present, if they so desire.

Cover (Folder) for Statutory Documents should be opened first, if found in order, Cover (Folder) for Non-statutory Documents will be opened. If there is any deficiency in the Documents, the tender will summarily be rejected.

Decrypted (transformed into readable formats) documents of the Non statutory Cover will be downloaded, and handed over to the Tender Evaluation Committee (constituted for evaluation of tenders).

4. Uploading of summary list of technically qualified tenderers (1st round)

Pursuant to scrutiny and decision of the Tender Evaluation Committee (TEC), the summary list of eligible tenderers with the serial number of work(s) for which their Financial Proposals will be considered will be uploaded in the web portals.

While evaluation, the Committee may summon the tenderers and seek clarification / information or additional documents or original hard copy of any of the documents already submitted and if these cannot be produced within the stipulated time frame, their proposals will be liable for rejection.

5. Final publication of summary list of technically qualified tenderers

Date of opening of financial bid will to be intimated in the final summary list.

6. Opening and Evaluation of Financial Proposal

Financial proposals of the tenderers declared technically eligible by the Tender Evaluation Committee will be opened electronically from the web portal stated on the prescribed date, normally after 2(two) working days of date of publication of final summary list of the tenderers.

The encrypted copies will be decrypted and the rates will be read out to the contractors remaining present at that time.

After evaluation of Financial Proposal, by the appropriate Authority of West Bengal Forest department, may upload the final summary result containing inter-alia, name of contractors and the rates quoted by them against each work provided Tender evaluation committee is satisfied that the rate obtained is fair and reasonable and there is no scope of further lowering down of rate.

7. 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.

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.

8. 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.

9.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 uploaded soft copies or if there is any suppression, the tenderer will be suspended from participating in the tenders on e-Tender platform for a period of 3 (Three) years. In addition, his user ID will be deactivated and Earnest Money Deposit will stand forfeited. Besides, the **WEST BENGAL FOREST DEPARTMENT** may take appropriate legal action against such defaulting tenderer.

10. Brief details on the nature of work:

a)	**Nature of Work**	**:**	Construction of Dias at Parimal Kanan Park of Medinipur URF Range for Phool Mela 2022-23 under Urban Recreation Forestry Division.
b)	**Contractors eligible to submit the tender**	**:**	**As stated in item 3 (a) to 3 (l) of this ITB.**

11. Payment procedure:

a) <u>Payment by Net Banking (any listed bank) through ICICI Bank Payment Gateway :</u>

i. On selection of net banking as the payment mode, the bidder will be directed to ICICI Bank Payment Gateway webpage (along with a string containing a Unique ID) where he will select the Bank through which he wants to do the transaction.

ii. Bidder will make the payment after entering his Unique ID and password of the bank to process the transaction.

iii. Bidder will receive a confirmation message regarding success/failure of the transaction.

iv. If the transaction is successful, the amount paid by the bidder will get credited in the respective Pooling account of the State Government /PSU/Autonomous Body/Local Body/PRIs, etc maintained with the Focal Point Branch of ICICI Bank at R.N. Mukherjee Road, Kolkata for collection of EMD

v. If the transaction is failure, the bidder will again try for payment by going back to the first step.

b) <u>Payment through RTGS/NEFT:</u>

i) On selection of RTGS/NEFT as the payment mode, the e-Procurement portal will show a pre-filled challan having the details to process RTGS/NEFT transaction.

ii) The bidder will print the challan and use the pre-filled information to make RTGS/NEFT payment using his Bank account.

iii. Once payment is made, the bidder will come back to the e-Procurement portal after expiry of a reasonable time to enable the NEFT/RTGS process to complete, in order to verify the payment made and continue the bidding process.

iv. If verification is successful, the fund will get credited to the respective Pooling account of the Eastern Highway Circle Government /PSU/ Autonomous Body/Local Body/PRIs, etc maintained with the Focal Point Branch of ICICI Bank at R.N. Mukherjee Road, Kolkata for collection of EMD

v. Hereafter, the bidder will go to e-Procurement portal for submission of his bid.

vi. But if the payment verification is unsuccessful, the amount will be returned to the bidder's account.

B. Refund/Settlement Process:

I. After opening of the bids and technical evaluation of the same by the tender inviting authority through electronic processing in the e-Procurement portal of the State Government, the tender inviting authority will declare the status of the bids as successful or unsuccessful which will be made available, along with the details of the unsuccessful bidders, to ICICI Bank by the e-Procurement portal through web services.

II. On receipt of the information from the e-Procurement portal, the Bank will refund, through an automated process, the EMD of the bidders disqualified at the technical evaluation to the respective bidders' bank accounts from which they made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on rejection of bid is uploaded to the e-Procurement portal by the tender inviting authority.

III. Once the financial bid evaluation is electronically processed in the e-Procurement portal, EMD of the technically qualified bidders other than that of the L1 and L2 bidders will be refunded, through an automated process, to the respective bidders' bank accounts from which they made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on rejection of financial bid is uploaded to the e-Procurement portal by the tender inviting authority. However, the L2 bidder should not be rejected till the LOI process is successful.

IV. If the L1 bidder accepts the LOI and the same is processed electronically in the e-Procurement portal, EMD of the L2 bidder will be refunded through an automated process, to his bank account from which he made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on Award of Contract (AOC) to the L1 bidder is uploaded to the e-Procurement portal by the tender inviting authority.

V. As soon as the Ll bidder is awarded the contract (AOC) and the same is processed electronically in the e-Procurement portal –

a) EMD of the Ll bidder for tenders of State Government offices will automatically get transferred from the pooling account to the State Government deposit head “8443-00-103-001-07" through GRIPS along with the bank particulars of the Ll bidder.

b) EMD of the Ll bidder for tenders of the State PSUs/Autonomous Bodies/Local Bodies/PRIs, etc will automatically get transferred from the pooling account to their respective linked bank accounts along with the bank particulars of the L1 bidder. In both the above cases, such transfer will take place within T+1 Bank Working Days where T will mean the date on which the Award of Contract (AOC) is issued.

vi. The Bank will share the details of the GRN No. generated on successful entry in GRIPS with the E-Procurement portal for updation.

vii. Once the EMD of the Ll bidder is transferred in the manner mentioned above, deposited by the bidders will be transferred electronically from the pooling account to the Government revenue receipt head “0070-60-800-013-27" through GRIPS for Government tenders and to the respective linked bank accounts for State PSU/Autonomous Body/Local Body/PRIs, etc tenders.

All refunds will be made mandatorily to the Bank A/c from which the payment of EMD (if any) were initiated.

12. Validity of contract is usually for a period of one year or 31-03-2023, whichever is earlier. However, the contract is extendable for such period as may be decided by the competent authority of DCF, URF Division even after expiry of the contract until fresh tender is floated, on existing terms & conditions of earlier contract, strictly on the basis of satisfactory performance, at the sole discretion of DCF, URF, Division. During extension of the tender outside the contract period, the contractor has to mandatorily extend the services in the existing terms and conditions.

13. **Opening of Tender:**

(a) The Technical Bid shall be publicly opened by the authority receiving tender or by his authorized representative, as per the Date & time Schedule mentioned in NIT.

(b) Prospective Tenderers or their authorized representatives may be present during the opening process.

(c) Financial Bids of only those tenderers who would qualify in the Technical Bid evaluation will be opened.

(d) The intending Tenderers shall clearly understand that whatever may be the outcome of the present Invitation of Tender, no cost of Tendering shall be reimbursable by the Government. The Deputy Conservator of Forests, Urban Recreation Forestry 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.

(e) The acceptance of the tender rests with Deputy Conservator of Forests, Urban Recreation Forestry Division, W.B. who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all the tenders received without assigning any reason thereof.

(f) Intending Tenderers at their own cost and risk are encouraged to inspect the site of work and get themselves thoroughly acquainted with the local condition and all factors which may affect their rates. Prior to the site visit the intending Tenderers must inform Deputy Conservator of Forests, Urban Recreation Forestry Division, W.B. about the time and date of the visit.

14. 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.

15.The selected contractor shall apply to The Deputy Conservator of Forests, Urban Recreation Forestry Division, W.B. for seeking permission for utilization of land at the close proximity of the site for arranging required (if any) plant & machineries, store of materials, labour shed, laboratory etc. at his own cost and responsibility. All such temporary shed etc. shall have to dismantled and all debris etc. cleared from site post completion of the work or as directed by The Deputy Conservator of Forests, Urban Recreation Forestry Division. Once an order to the effect is issued from The Deputy Conservator of Forests, Urban Recreation Forestry Division in this regard, it shall be brought to effect by the contractor without contest.

16.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.

17.Verification of credentials/onsite projects:

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

18. Cancellation of Tender :

The Deputy Conservator of Forest, Urban Recreation Forestry 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.

19. Security Deposit:
The successful Tenderer to whom a Letter of Acceptance has been issued shall submit within 7(seven) days from the date of Letter of Acceptance, **Security Deposit which is 3% (Three 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 in the form of Demand Draft in favour of The Deputy Conservator of Forests, Urban Recreation Forestry Division, W.B. **Any necessary extension of validity of Instrument shall be obtained by contractor.**
The amount of Security Deposit shall be refunded to the contractor after 1 months of Completion of Works subject to verification of Survival Percentage of the plantation after first monitoring by authorised representatives of The Deputy Conservator of Forests, Urban Recreation Forestry Division. A Survival Percentage of less than 95% would result in forfeiture of the Security deposit.

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

21.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. GST& 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, if applicable.

22.Maintenance Period:
The Contractor will be liable to maintain the work at the appropriate service level to the satisfaction of the Deputy Conservator of Forests, Urban Recreation Forestry 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.

23.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.

24. 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.

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

26. 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 Deputy Conservator of Forests, Urban Recreation

Forestry Division, W.B. No claim in this regard will be entertained.

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

28. 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.

29. 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.

30. Guiding schedule of plantation works should be followed as per existing norms, patterns, lying in the working division.

31. 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.

32. 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).
33. 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.

34.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.

35. 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/-
Deputy Conservator of Forest
Urban Recreation Forestry Division

Memo No.1886/2-36	**Date: 12.10.2022**

Copy forwarded for kind information to:

1) The Principal Chief Conservator of Forests, (HoFF), West Bengal, Aranya Bhavan, Salt Lake.
2) The Chief Conservator of Forests, Conservation & Extension
3) The Chief Conservator of Forests, MIS Cell, Aranya Bhaban, with a soft copy for uploading in Department Website.
4) The Conservator of Forests, Parks and Gardens Circle, West Bengal.
5) Notice Board

Sd/-
Deputy Conservator of Forest
Urban Recreation Forestry 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 Deputy Conservator of Forests, Urban Recreation Forestry 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 Deputy Conservator of Forests, Urban Recreation Forestry 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. Scope of works:

Scope of work/supply includes furnishing all materials, labour, tools, machinery and equipment and management necessary for and incidental to the Creation & Maintenance of plantation and completion of the work. Mechanisation as approved by the Employer is preferred. All work during its progress and upon

completion shall conform to lines as shown on the drawing/map furnished by the employer. Should any details essential for efficient completion of the work be omitted from the drawings/maps and specifications it shall be the responsibility of the Contractor to inform the Employer and to furnish and install such details with their concurrence, so that upon completion of the proposed work the same will be acceptable and ready for use. The Tenderers are to note that the scope of work as mentioned may be reduced to any extent which is absolutely at the discretion of the Employer. This reduction of the extent of work should not be a criterion for extra claim in respect of materials stored, establishment and cost incurred or any other losses occurring out of these causes. The Contractor shall carry out and complete the works in every respect in accordance with this contract and in accordance with the directions and to the satisfaction of Employer who shall be the final authority. The Employer may in their absolute discretion issue further area drawings/maps and /or written instructions, details, direction and explanations which are hereafter collectively referred to as the Employer's instructions in regard to:

a) The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.

b)Any discrepancy in the drawings/maps or between the schedule of Quantities and /or Drawings/Maps and/or Specifications.

c) The removal from the site of any materials brought thereon by the Contractor and the substitution of any other materials thereof.

d) The demolition, removal and/or re-execution of any work executed by the Contractor.

e) The dismissal from the work of any person employed thereupon.

f) The opening up for inspection of any work covered up.

g)The rectification and making goods of any defects under Clause hereinafter and those arising during the maintenance period (retention period).

The Contractor shall forthwith comply with and duly execute any work comprised in such Employer's instructions provided always that verbal instructions, directions and explanations given to the Contractor or his representative upon the works by the Employer shall, if involving a variation, be confirmed in writing by the contractor within seven days. No work, for which rates are not specifically mentioned in the priced schedule of quantities, shall be taken up without written permission of the Employer. Rates of items not mentioned in the Priced Schedule of Quantities shall be fixed by the Employer, as provided in Clause **VARIATION.** If 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 7days 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 Tender Inviting Authority(TIA) 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 regard 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 plantation 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.

The seedlings should be of at least 6 ft height and of Good Collar Girth by the end of March 2019.

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.

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 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 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.

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 plantation 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, 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 6 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.

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 as applicable. 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:
EARNEST MONEY:
Earnest money as mentioned in tender notice is to be maintained properly. No tender will be considered without the above deposit.
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, **deposit an amount equal to3% (The percent) of the contracted value of Work**.
Refer to List of Works, Clause 12 and Clause 19.

23. PAYMENT:
Payment on shall be made on completion of the works and after verification of Survival Percentage to the Satisfaction of Employer. 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 Bill(if any as directed by the employer)will be made after deduction of statutory deductions like, I.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.

24. 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 as per **Clause 19 of the NIT and Clause 22 of the GT & CC** 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. 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.

26. 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**. 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.

27. 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.

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

29.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 the 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.

30. 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 **abandonmen**t thereof shall be referred to the sole arbitration of the Chief Conservator of Forests, Conservation & Extension Circle, Directorate of Forests, Govt. of West Bengal. Should the Chief Conservator of Forests, Conservation & Extension 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.

Sd/-
Deputy Conservator of Forests
Urban Recreation Forestry Division

GENERAL SUMMARY

Construction of Dias at Parimal Kanan Park at Urban Recreation Forestry Division.

Estimate for Construction of Dias at Parimal Kanan Park in Urban Recreation Forestry Division.

Tender reference No. _____

Sl. No.	Description	Amount
1.	Construction of Dias at Parimal Kanan Park	Rs.
	TOTAL Amount	Rs.
	(in figures) Rupees _____ only.	

Time of Completion _____ days.
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: _____