Memo No. /1-4  
Date: 19.11.2019

Notice Inviting Tender No:....3/SFDA/ DCF/URF of 2019-20

Tender for Toy equipments , Gardens implements, Sitting benches in different parks for the year 2019-2020 and establishments of Urban Recreation Forestry Division, West Bengal

Sealed Tender to be addressed by name “Shri Rabindra Nath Saha, IFS ,SFDA-DFO and Deputy Conservator of Forest, Urban Recreation Forestry Division and not by official designation are invited from the experienced and resourceful contractors/suppliers having credential of similar types of works /supplies. The details of works, locations, specifications etc. are mentioned in the schedule-I and II , which is part of the terms and conditions enclosed herewith and as per the time schedule in Table-I,per tenders for the following work(s) from the eligible Contractors as detailed in the table below. There is no exemption of any kind for any of the eligible contractors towards cost of tender document fee or EMD [Collection (downloading) and Submission (uploading) of Tender can be made online through the website https://wbtenders.gov.in only].

Table -I

<table>
<thead>
<tr>
<th>Sl No.</th>
<th>Particulars</th>
<th>Date &amp; Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Date of beginning of sale of tender papers</td>
<td>19.11.2019</td>
</tr>
<tr>
<td>2</td>
<td>Date of closure of sale of tender papers</td>
<td>21.11.2019</td>
</tr>
<tr>
<td>3</td>
<td>Last date for submission of tender papers</td>
<td>25.11.2019</td>
</tr>
<tr>
<td>4</td>
<td>Date of opening of tender paper</td>
<td>26.11.2019</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Work</th>
<th>Tender Fees &amp; EMD Payable to</th>
<th>Estimated Amount Put to tender (Rs.)</th>
<th>Amount of Earnest Money to be deposited (Rs.)</th>
<th>Cost of tender documents (Tender Fees, in Rs.)</th>
<th>Period of Completion of the work</th>
</tr>
</thead>
<tbody>
<tr>
<td>Toy equipments , Gardens implements, Sitting benches in different parks for the year 2019-2020.</td>
<td>Rate to be quoted per equipments and gardens implements , sitting benches as per Government Rules,Rate code should be inclusive carrying cost upto site</td>
<td>9900/-</td>
<td>1180.00</td>
<td>Within 45 days</td>
<td></td>
</tr>
</tbody>
</table>

Table -II

<table>
<thead>
<tr>
<th>Sl No.</th>
<th>Office from which the tender paper can be purchased</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Office of the Deputy Conservator of Forest, Urban Recreation Forestry Division, Eden Gardens</td>
</tr>
</tbody>
</table>
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 Paper - Tender / 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

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

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:

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

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

A. Technical File (Statutory Cover) containing
i. NOTICE INVITING TENDER (NIT) (to be submitted in “NIT” Folder).
ii. Section B (Form I, Form II, Form III, and AFFIDAVIT - Y)
   (to be submitted in “FORMS” 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) Tender Fees & 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

viii. **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.

### A. My Document (Non-Statutory Cover)

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Category Name</th>
<th>Sub-Category Description</th>
<th>Document Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>CERTIFICATES</td>
<td>CERTIFICATES</td>
<td>(For details of relevant clauses of NIT)</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td></td>
<td>P.T. deposit receipt Challan</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td>ESI, PF and GST Registration Certificate</td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td>I.T.R. Acknowledgement Receipt</td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td>I.T. PAN Card</td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td>Voter ID Card / Aadhar Card</td>
</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
<td>Enlistment Certificate</td>
</tr>
<tr>
<td></td>
<td>COMPANY DETAILS</td>
<td>COMPANY DETAILS</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td></td>
<td></td>
<td>Proprietorship Firm - Trade Licence.</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td>Partnership Firm - Registered Partnership Deed, Registered Power of Attorney, Trade licence.</td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td>Registered Un-employed Engineers and Labour Cooperative Societies Limited.</td>
</tr>
<tr>
<td></td>
<td>CREDENTIAL</td>
<td>CREDENTIAL</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td></td>
<td></td>
<td>Experience Profile - List of completed Projects of similar nature.</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td>Completion Certificate from the concerned.</td>
</tr>
<tr>
<td></td>
<td>EQUIPMENTS</td>
<td>PLANT &amp; MACHINERIES (OPTIONAL)</td>
<td>Authenticated copy of invoice, challan and way bill (Machinery)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>LABORATORY (OPTIONAL)</td>
<td>Authenticated copy of invoice, challan and way bill (Laboratory)</td>
</tr>
<tr>
<td></td>
<td>FINANCIAL (INFO)</td>
<td>TURN OVER</td>
<td>Authenticated copy of the last two years Income Tax Returns</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PAYMENT CERTIFICATE</td>
<td>Only Payment Certificate of work issued by the Concerned Supervisor and not the TDS certificate</td>
</tr>
<tr>
<td></td>
<td>DECLARATION</td>
<td>STRUCTURE &amp; ORGANISATION</td>
<td>Details of Structure and Organisation ITB Section B Form III.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>AFFIDAVIT</td>
<td>An affidavit made that no adverse report against the bidder</td>
</tr>
</tbody>
</table>

Inclusive of all other Govt. Rules for attending tender.

Deputy Conservator of Forest
Urban Recreation Forestry Division
Section - B  
FORM-I  
APPLICATION  

To,  
The Deputy Conservator of Forests,  
Urban Recreation Forestry Division.  

Subject: Name of the Work with Tender reference no. ______________________________.  
Reference : (N.I.T No.)_______________________

Dear Sir / Madam,  
Having examined the Statutory, Non-statutory and NIT documents; I/We hereby submit all the necessary information and relevant documents for evaluation.

The necessary evidence admissible by law in respect of authority assigned to us on behalf of the group of firms for application and for completion of the contract documents is attached herewith.

I/We are interested in bidding for the work mentioned above.

I/We understand that  
(a) Tender Inviting Authority and Accepting Authority can amend the scope and value of the contract bid under this project  
(b) Tender Inviting Authority and Accepting Authority reserve the right to reject any tender without assigning any reason.

The application is made by me/us on behalf of ________________________ in the capacity of _______________________duly authorized to submit the tender.

Enclosure:  
(1) Technical Proposal (Envelop-1/Folder)  
(2) Financial Proposal (Envelop-2/Folder)

Date:_______________  
Signature of authorized officer of the farm:________________________________________  
Title & Capacity of the officer:____________________________________________________  
Name of the Farm with Seal:_______________________________________________________
Section-B
FORM II
(TO BE FILLED UP BY TENDERER)

To,
The Deputy Conservator of Forests,
Urban Recreation Forestry Division.

Dear Sir/ Madam,

Ref:-
Toy equipments, Gardens implements, Sitting benches in different parks and establishments of Urban Recreation Forestry Division during the year 2019-20.
Tender Reference No. ......................................

1. I/We refer to the tender notice issued by you for the work for Maintenance of Plantation in __________ division vide tender reference no. ______________ mentioned above.
2. I/ We do hereby offer to perform, complete and maintain the works in conformity with the drawings, conditions of contract, specifications, Schedule of Quantities for the sum of Rs._________________(quoted in Financial BOQ )..................................................only at the respective quoted ITEM WISE rates mentioned in the Schedule of Quantities.
3. I/ We have satisfied myself/ ourselves as to the site conditions, examined the drawings and all aspects of tender conditions, subject above, I/ We hereby agree, should this tender be accepted in whole or in part, to:
   (a) abide by and fulfill all the terms and provisions of the said conditions annexed hereto;
   (b) complete the works within.............days.
4. I/ We have deposited the earnest money of Rs. __________only which, I/ We note that deposited EMD, will not bear any interest and is liable for forfeiture-
   (i) If our offer is withdrawn within the validity period of acceptance.
   (ii) If the contract is not executed within 15 days from the date of receipt of the letter of acceptance. Or
   (iii )If the work is not commenced within 10 days after issue of work order/ handing over of the site whichever is later.
5. I/ We understand that you are not bound to accept the lowest or any tender you receive.

Yours faithfully,

Signature........................................................
Designation : ....................................................
Address : ........................................................

Name of Partners of our Farm:
1) ____________________________.
2) ____________________________.
Section - B

FORM - III
STRUCTURE AND ORGANISATION

A.1. Name of the applicant (Tenderer):

A.2. Office Address:

   Telephone No.:
   Fax No.: e-mail:

A.3. Name and address of Bankers:

A.4. Attach an organization chart showing the structure of the company with names of key personnel and technical staff with Bio-data

Date: ________________

Signature of authorized officer of the Farm: ________________________________
Title & Capacity of the officer: ________________________________
Name of the Firm with Seal: ________________________________

Note: Application covers Proprietary Farm, Partnership, Pvt. Ltd. Company or Corporation
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 tender by the Directorate of Forests /Government of West Bengal or any of the Statutory Bodies or Government Organizations in favour of whom credentials are preferred by the undersigned towards eligibility criteria claim; during the last 5 (five) years prior to the date of this N.I.T.

(III) The undersigned would authorize and request any Bank, person, Firm, or Corporation to furnish pertinent information as deemed necessary and/or as requested by The Deputy Conservator of Forests, Urban Recreation Forestry Division, W.B. herein referred to as the Tender Inviting & Accepting Authority, to verify this statement.

(IV) The undersigned understands that further qualifying information may be requested and agrees to furnish any such information at the request of the Tender Inviting & Accepting Authority.

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

Date:_________________

Signature of authorized officer of the firm:_______________________

Title & Capacity of the officer:_______________________

Name of the Firm with Seal:___________________________________

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

(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 of Quantities shall be settled by the Employer in accordance with the following rules:

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

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

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

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

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

6. Site Conditions:
The contractor shall inspect the work site where the work under this contract are to be carried out, and note carefully the area restrictions and obtain for themselves at their own responsibility all the information which may be necessary for the purpose of the successful execution of the contracted work. They must also make themselves conversion with all the local conditions, means of access to the site of work, transport facilities and character of the work, the supply of materials, conditions affecting labour and other matter that may affect their tender. Employer does not undertake any responsibility, to obtain any concessions, permission from the owner of the adjoining plot or from other party in respect of any allowance, access, encroachments etc. whether for the facility of the works or otherwise. No claim therefore willbe 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.
8. **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.

9. **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 whom 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.

10. **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.

11. **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.

12. **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 Tenderershall 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 laid down by the Indian Standard Institution. In the event of any disputes with regard to the measurement of work executed the decision of the Employer shall be final and binding.

22. Earnest Money & Security Deposit:
**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 to 10% (Ten 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 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 he same, or

f) has to the detriment of good workmanship or define of the Employers instruction to the contrary sub-let any part of the contract.

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

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

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 abandonment 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.

Deputy Conservator of Forests
Urban Recreation Forestry Division
GENERAL SUMMARY

ENGAGEMENT OF SECURITY GUARDS at DIFFERENT PARKS & GUARDS OF Urban Recreation Forestry Division.

Estimate for Maintenance of Plantation in Urban Recreation Forestry Division.

Tender reference No. ________________________

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Toy equipments, Gardens implements, Sitting benches in different parks</td>
<td>Rs.</td>
</tr>
</tbody>
</table>

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: ______________________________
Section - B
FORM-I
APPLICATION

To,
The SFDA-DFO &
Deputy Conservator of Forests,
Urban Recreation Forestry Division.

Subject: Name of the Work with Tender reference no. ______________________________.
Reference : (N.I.T No.)_______________________

Dear Sir / Madam,
Having examined the Statutory, Non-statutory and NIT documents; I/We hereby submit all the necessary
information and relevant documents for evaluation.

The necessary evidence admissible by law in respect of authority assigned to us on behalf of the group of
firms for application and for completion of the contract documents is attached herewith.

I/We are interested in bidding for the work mentioned above.

I/We understand that
   (c) Tender Inviting Authority and Accepting Authority can amend the scope and value of the
contract bid under this project
   (d) Tender Inviting Authority and Accepting Authority reserve the right to reject any tender
without assigning any reason.

The application is made by me/us on behalf of ________________________in the capacity of
________________duly authorized to submit the tender.

Enclosure:
(3) Technical Proposal (Envelop-1/Folder)
(4) Financial Proposal (Envelop-2/Folder)

Date:_______________
Signature of authorized officer of the farm:________________________________________
Title & Capacity of the officer:_______________________________________________
Name of the Farm with Seal:_______________________________________________
Section - B

FORM - II
STRUCTURE AND ORGANISATION

A.1. Name of the applicant (Tenderer):

A.2. Office Address:

    Telephone No.:  
    Fax No.:  
    e-mail:

A.3. Name and address of Bankers:

A.4. Attach an organization chart showing the structure of the company with names of key personnel and technical staff with Bio-data

Date:______________

Signature of authorized officer of the Farm:____________________________
Title & Capacity of the officer:______________________________________
Name of the Firm with Seal:________________________________________

Note: Application covers Proprietary Farm, Partnership, Pvt. Ltd. Company or Corporation
TERMS & CONDITIONS :-

1) Tender for execution of works/ supply of goods as mentioned in the Schedule-I should be submitted in the prescribed tender paper which will be available in the office of the undersigned or from the Range offices mentioned in the Table –II, during office hours on the working days as per schedule given in Table-I on payment of the amount as mentioned in the schedule-I of the tender notice or to be downloaded from the website mentioned in Table-II.

2) The cost of the tender papers should be deposited in Draft with the concerned DCF in case the forms are purchased from the DCF office. In case of Tender Form downloaded from the website, the cost of Tender Form should be paid in the form of Demand Draft payable to the Deputy Conservator of Forests, Urban Recreation Forestry Division and to be submitted in the outer envelope.

3) The tender papers should be submitted in two bids process ‘Technical bid’ and ‘Financial bid’ and should be submitted in two separate envelops. The bids should be submitted neatly and all corrections, over typing etc. should be self-attested with seal.

4) Eligibility Criteria

For first call of NIT:

i) Intending tenderers should produce credentials of a similar nature of work of the minimum value of 40% of the estimated amount put to tender during 5(five) years prior to the date of issue of this tender notice; or,

ii) Intending tenderers should produce credentials of 2(two) a similar nature of work, each of the minimum value of 30% of the estimated amount put to tender during 5(five) years prior to the date of issue of this tender notice; or,

iii) Intending tenderers should produce credentials of one single running work of similar nature of work which has been completed to the extent of 80% or more and value of which is not less than the desired value at (i) above;
In case of running works, only those tenderers who will submit the certificate of satisfactory running work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the tender. In the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executed agency, i.e. the tenderer.

**For 2nd call of NIT:**

i) Intending tenderers should produce credentials of a similar nature of work of the minimum value of 30% of the estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice; or,

ii) Intending tenderers should produce credentials of 2(two) a similar nature of work, each of the minimum value of 25% of the estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice; or,

iii) Intending tenderers should produce credentials of one single running work of similar nature of work which has been completed to the extent of 75% or more and value of which is not less than the desired value at (i) above;

In case of running works, only those tenderers who will submit the certificate of satisfactory running work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the tender. In the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executed agency, i.e. the tenderer.

**For 3rd call of NIT:**

i) Intending tenderers should produce credentials of a similar nature of work of the minimum value of 20% of the estimated amount put to tender during 5(five) years prior to the date of issue of this tender notice; or,

ii) Intending tenderers should produce credentials of one single running work of similar nature of work which has been completed to the extent of 70% or more and value of which is not less than the desired value at (i) above;

In case of running works, only those tenderers who will submit the certificate of satisfactory running work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the tender. In the required certificate it should be
clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executed agency, i.e. the tenderer.

5) **TECHNICAL BID**:

i) The sealed envelope containing technical bid should be super-scripted with Tender Notice No and the words “Technical Bid” should be written in bold letters.

ii) The technical bid should contain the tender documents signed on all pages as a proof of acceptance of terms and conditions of the tender by the tenderer along with the following documents:

   a) General information about the organization.
   b) Credential of similar works.
   c) Copy of acknowledgement of Income Tax Return submitted regarding Income Tax paid for the last financial year.
   d) Copy of GST Registration Certificate.
   e) Copy of PAN card.
   f) Copy of professional Tax registration Certificate.
   g) Copy of Licenses / Registration as applicable
   h) Affidavit
   i) Additional information, if any (optional).

   iii) The technical bid must not contain any pricing information.

iv) The address and contact No. of the bidder should be clearly written on the envelope.

6. **FINANCIAL BID**:

i) Financial Bid will not be opened unless the information and documents provided in the Technical Bid are as per the eligibility criteria and as per satisfaction of the undersigned.
ii) The financial Bid as prescribed in the tender in form IIA should be filled up and sealed along with enclosures in a separate cover super-scribed as “Tender Notice No. and words “Financial Bid “ should be written in bold letters.

iii) Address and contact No. of the Bidder should clearly written on the cover.

   a. Financial Bid format is given in Form IIA.

   b. The Bank details of the tenderers must be mentioned in the Form IIA for making payments online. This is obligatory.

7) **OUTER COVER** :-

   i) Both the sealed envelopes containing the technical bid and financial bid should be put in one single outer envelop sealed and super-scribed giving the Tender Notice Number. The outer envelop should be sealed and should contain the following documents.

      a) The cost of tender documents by way of receipt issued by the DCF/URF.

      b) **The Earnest Money Deposit (E.M.D) @ 2% as mentioned in the schedule of tender should be deposited through Demand Draft by the tenderer himself in favour of SFDA-DFO & Deputy Conservator forests, Urban Recreation Forestry Division.** and the same must be enclosed with Tender Form in original and without Chalan Tender Form will not be accepted by undersigned

      c) Covering letter of the tender must be signed by the bidders or by representative of the bidder who is authorized to commit contractual obligations. An application signed by such signatories must be submitted.

         1) Technical Bid

         2) Financial Bid.

   ii) The address and contact No. of the bidder should be clearly written on the outer cover. The outer cover without superscription name and address are liable for rejection.

8) The tender not submitted as specified in the above clauses will be summarily rejected and following conditions should be strictly followed:
a) The sealed tender as specified in the above clauses will be received in the office of the undersigned by registered post / speed post/ Courier service/ by hand addressed by name, (Sri.Rabindra Nath Saha,IFS, SFDA-DFO & Deputy Conservator of Forests, Urban Recreation Forestry Division 10A, Auckland Road, Eden Gardens, Kolkata - 700 021. ) and shall be opened as per the schedule given in Table –I, by the undersigned or by his authorized representatives in presence of the tenderers or their authorized representatives. The tender opening can’t be delayed, in case no tenderer or his authorized representatives is present at the given time of opening of tender.

b) The Earnest Money will not be adjusted towards the security deposit. The earnest money of the successful tenderers will be refunded after depositing the security deposit in full. The Earnest Money of unsuccessful tender will be refunded on application within 7 days from the date of application.

c) The successful Tenderers have to be deposited of Security Money @ 10% through Demand Draft by the tenderer himself, within 7(seven) days from the date of acceptance of Tender and a Contract Paper have to be signed in the Divisional Office, otherwise their Earnest Money will be forfeited to the State.

d) The security deposit will be released to the successful contractor/ supplier after 1(one) year from the last date of payment of bill for the work, provided no irregularities are noticed during this period. In case of any irregularities, the security deposit will be forfeited and in addition any legal action as deemed fit may be initiated.

e) Validity of the tender will be 1(One) year from the date of submission of the tender.

f) The undersigned reserves the right to cancel the tender, if necessary, without assigning any reason whatsoever.
g) The undersigned is not bound to accept the lowest rate quoted by the tenderer and he is not bound to assign any reason, whatsoever, for such non-acceptance.

h) The undersigned reserves the right to accept the tender only after verifying / testing the sample up to the satisfaction.

i) The undersigned or his representatives will inspect the works, take necessary measurement, and perform the required tests as and when required. The tenderers should render the required co-operation in this regard.

j) *** No part payment will be made in case of works but in case of supply, part payment can be made if the supply is spread over a long period of time.

k) During the inspection by the undersigned or his representative, if the quality of the work / supply is not found up to the standard, the contractor/ supplier is bound to rectify the work or supply up to the satisfaction of the undersigned or his representative. Otherwise, the work order will be cancelled and the security deposit will be forfeited to the Govt. of West Bengal.

l) The work order will be issued only after placement of fund by the Government.

m) No extension of time will be allowed for delivery / execution of the work. The Tenderer / contractor shall not be considered in default, if delay in delivery / execution occurs due to causes beyond his / her control, such as acts of God, natural calamities, civil wars, fire, strike, frost, floods, riot and acts of unsurpassed power. In the event of delay due to such causes, the tenderer may apply to the Deputy Conservator of Forests, Urban Recreation Forestry Division for extension of time for that period. The Deputy Conservator of Forests, Urban Recreation Forestry Division at his own discretion may extend for a length of time equal to the period of force majeure* or such period as he think suitable for that or may be cancelled. Such cancellation would be without any liability whatsoever on the part of the undersigned.
n) Materials will have to be procured by the tenderers by themselves following the standard and specification of PWD/PHE Schedules of the district, subject to the approval of the undersigned or his Sub-ordinate officers. In case of any material supplied by the department, the cost of such material will be recovered from the contractor.

o) The tenderers are required to inspect the sites, site plans and specifications of the works before submission of the tender and future ignorance of any such item will not be entertained.

p) All works are required to be carried out as per plan and specification & estimate of the project subject to the modification by the undersigned at any point of time during execution of the work duly notified to the contractor/supplier, within the project cost.

q) Royalty for any material, if obtained from Forest area, will have to be paid by the contractor. Even if the material is procured from other Govt. Deptt’s resources, the receipt for payment of such material must be shown and photo copies to be attached with the bill. Extra payment for such payment of Royalty etc. will not be entertained by the undersigned.

r) All tools & plants required for execution of the works should be procured by the contractor at his own cost. The standard of such tools & plants will be as per the specification of the P.W. Dept/ P.H.E.

s) Bricks works, cement concrete works & plastering works and similar works which requires should be done for the period as prescribed in the P.W.D. Schedule of Rates.

Statutory Deduction : Income Tax, GST, Labour Welfare Cess as applicable shall be deducted from the Gross amount of Bill.

 t) The successful tenderer will not assign any part of the work to any other contractor.
u) The successful tenderer may, however authorize any person to supervise the day to day work, attend the measurement when taken by the undersigned or by his authorized Officer and record his signature on the work measurement note books.

v) Rate offered in the estimate is the final and tenderer will not have any further claim.

w) The acceptance of the tender will be subject to the receipt of the approval of the higher authorities and availability of fund. The undersigned will not be responsible for any loss sustained by the tenderer in the event of non receipt of Government sanction.

x) The payment of bill for any work will be made according to the availability of fund and approval of higher authorities wherever applicable and no claim to delay in payment will be entertained.

9) The terms and conditions of this “Tender Notice inviting tender” is part and parcel of the contract form.

10) In case of any dispute in execution of the work or supply, an application may be made to the Deputy Conservator of Forests, Urban Recreation Forestry Division and the decision of the undersigned is final and binding.

11) The technical bid will be evaluated by the committee as formed by the undersigned.

Deputy Conservator of Forests,
Urban Recreation Forestry Division
<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Rate code for per equipment with GST, other Taxes, and including carrying cost upto site</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Sprial slide on site</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Plain slide on site</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Swing two seater on site</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Circular swing on site</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Sea saw 4 sitter on site</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Semi circular seesaw on site</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Merry go round on site</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Honda lawn mower</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Honda brush cutter</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Dustbin</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>2/(\frac{1}{2})&quot; watering hose pipe</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>1/(\frac{1}{2})&quot; water ing hose pipe</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>3/4&quot; watering hose pipe</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Spade</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Axe</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Crowbar</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>chopper</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Hedge cutter</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Secateirs</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Racker</td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Trolly</td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Watering can(15Ltrs)</td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Watering can(05Ltrs)</td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>Alluminimum ladder</td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>Scoop</td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>Big sickle</td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>Small sickle</td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>Khupri</td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>Sitting bench</td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>1” watering pipe</td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>Spray machine</td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>hoe</td>
<td></td>
</tr>
</tbody>
</table>