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West Bengal Zoo Authority
Office of The Director
North Bengal Wild Animals Park,
5th Mile, Sevoke Road, Salugara, Siliguri-734008 (W.B.)
Email Id: - dirnbwap@gmail.com



Memo No. 1424/E- Tender -39/NBWAP/2024-25

Dated, Siliguri, the: 23/10/2024

E-TENDER NOTICE

NleT No -39/NBWAP/2024-25

Director, North Bengal Wild Animals Park, (Bengal Safari), Siliguri under West Bengal Zoo Authority invites e-tender for the following work(s) from the bonafide Contractor /Manufactures/Agencies/Suppliers having sufficient credential and financial capacity for execution of works of similar nature as detailed in the table below:-

LIST OF WORKS-

Sl. No	Project No.	Nature of the Work	Amount Put to Tender (Rs.)	Earnest Money (Rs.)	Price of Set of Tender Document (Rs.)	Period of award (Days)
1	39	Engagement of labour for cleaning of safari area and outside safari fencing for better visibility and safety of the visitors and animals at North Bengal Wild Animals Park (Bengal Safari), Siliguri.	9,49,596/-	18,992/-	0.00/-	365

Detail of e-Tender Notice, Terms and Conditions, BOQ, etc will be available from website:- <http://wbtenders.gov.in>

DATE AND TIME SCHEDULE (SEQUENCE OF TENDER)

Sl. No.	Event particulars	Date and Time	
1	Date of uploading of NleT Documents in departmental website and @ http://wbtenders.gov.in (Publishing Date)	24/10/2024	
2	Date and Time for downloading of Documents from website http://wbtenders.gov.in	Start	24/10/2024 (10:00am)
		End	02/11/2024
3	Date and time of Bid submission through the website @ http://wbtenders.gov.in	Start	24/10/2024 (10:30am)
		End	02/11/2024 (5:00pm)
4	Date time and place of opening of Technical Bid through the website @ http://wbtenders.gov.in	05/11/2024 (11:00am)	
5	Date of uploading of technically qualified bidders after Technical Bid evaluation through website @ http://wbtenders.gov.in	To be notified after opening of Technical Bid.	
6	Date time and place of opening of Financial Bid through the website @ http://wbtenders.gov.in	To be notified after opening of Technical Bid.	
7	Date of uploading of list of bidders along with their rates and also if necessary for further negotiation in offline mode for final rate	To be notified later	

Detail of e-Tender Notice, Terms and Conditions, Plan, BOQ, etc will be available from website:- <http://wbtenders.gov.in>

- Intending bidder may download the tender documents from the website <https://wbtenders.gov.in> directly with the help of Digital signature Certificate.
- Both **Technical Bid** and **Financial Bid** are to be submitted concurrently duly digitally signed in the website <https://wbtenders.gov.in>
- Tender documents may be downloaded from website and submission of Technical Bid and Financial Bid should be done as per prescribed Time Schedule.
- The **FINANCIAL OFFER** of the prospective tenderer will be considered only if the **TECHNICAL BID** of the tenderer is found qualified by the **'Tender Committee' formed by the Director, North Bengal Wild Animals Park, Siliguri.**
- All prospective tenderer shall be allowed to participate in one or more than one of the above mentioned works in this notice. But separate application with supporting documents and EMD should be submitted separately for each work.
- In case of any unscheduled holiday or bundh or natural calamity on the aforementioned dates, next working day will be treated as scheduled/prescribed date for the same purpose.
- Tender inviting authority reserves the right to defer the time and date of opening of the Technical or Financial or both bids.
- ELIGIBILITY CRITERIA FOR PARTICIPATION IN THE TENDER.**
 - 8.1** The prospective tenders as a primary bonafide Contractor /Manufactures/ Agencies/Suppliers including Consortiums and Partnership firms having 3 (three) years experience of similar type of work in Govt. /PSU Sector/Zoological Garden / Autonomous Body/ Statutory Body constituted under the stature of Central/ State Govt. etc. from the date of issue of this tender notice are eligible to participate.

8.2 To qualify for award of contract, each bidder in its name in last three (3) financial years should have achieved a minimum credential of similar nature of work not less than one lakh. Bidder are required to submit Income tax return acknowledgement , audited balance sheet and P & L accounts for last 5 (five) financial years along with Technical Bid. The average of last five (5) financial years turn over shall be equal to the project value. In case the bidder have participated in many projects or already has been issued work orders, the same will be accounted for calculating the financial capacity in each project.

8.3 Document: Income Tax Acknowledgement Receipt for the latest Assessment year, P.T. Deposit Challan for the latest Assessment year, PAN Card, GST Registration Certificate (for specific HSN related to this project), Trade license (valid), are to be accompanied with the Technical Bid Documents.

[Statutory documents]

8.4 Bidders are required to have Trade Licence, P-Tax Registration and GST Registration with Government of West Bengal. The GST Registration should be same nature of the specific work and must be submitted by the bidders along with technical bid.

8.5 Affidavit (Y): Neither prospective Tenderer nor any of the constituent partner had been debarred to participation in any Tender by the State/Central Government, State/Central Government undertaking. Statutory/Autonomous bodies constituted under the Central/State statute during the last 5 (five) years prior to the date of this NIT. Such debarring will be considered as disqualification towards eligibility. (A declaration in this respect has to be furnished by the prospective bidders as per prescribed format in non-judicial stamp paper, must be uploaded with both side of Stamp Paper-Affidavit-Y).

(Non-Statutory documents)

8.6 Registered Labour Co-operative Societies are required to furnish valid Bye Law, Current Audit Report, Minutes of last A.G.M (preferably), valid certificate from A.R.C.S. along with other relevant supporting papers and be submitted along with technical bid.

9. Bid shall remain valid for a period of 365 days from the first date of closing. If the bidder withdraws the bid during the validity period of bid, the earnest money as deposited will be forfeited forthwith without assigning any reason thereof.

10. EARNEST MONEY DEPOSIT AND TENDER DOCUMENT COST.

(a) Payment procedure:

Payment by Net Banking (any listed bank) through ICICI Bank Payment Gateway:

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. Bidder will make the payment after entering his Unique ID and password of the bank to process the transaction. Bidder will receive a confirmation message regarding success/failure of the transaction. 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/Tender Fees. If the transaction is failure, the bidder will again try for payment by going back to the first step.

(b) Payment through RTGS/NEFT:

- (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. 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.
- (III) If verification is successful, the fund will get credited to 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/Tender Fees.

(IV) Hereafter, the bidder will go to e-Procurement portal for submission of his bid. But if the payment verification is unsuccessful, the amount will be returned to the bidder's account.

(C) 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 L1 bidder is awarded the contract (AOC) and the same is processed electronically in the e-Procurement portal EMD of the L1 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 L1 bidder. EMD of the L1 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.

The Bank will share the details of the GRN No. generated on successful entry in GRIPS with the E-Procurement portal for updation. Once the EMD of the L1 bidder is transferred in the manner mentioned above, Tender fees, if any, 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 & Tender Fees (if any) were initiated. There is no exemption of any kind for any of the eligible contractors towards cost of tender document fee or EMD.

11. Both technical Bid and Financial Bid should be submitted duly digitally signed by the Tenderer through the website <http://wbtenders.gov.in> as per the 'Date & Time Schedule' stated in this NIT (Details of which has been narrated in 'Instruction to Bidders') In case of partnership firm(s), the pledged instrument (s) must reflect the name(s) of the firm as well as the name(s) and address(es) of the partner/partners who is/are authorized to pledge the same as per valid partnership deed (s).

12. **Security Deposit** – EMD submitted by the successful bidder shall be converted as part of the security deposit. Remaining part of the Security Deposit 8% (eight percent) of the accepted tender value should be submitted in advance form the way of NEFT/RTGS in favor of the Director, North Bengal Wild Animals Park, Siliguri vide SBI Current Account No. 34025261247, IFSC Code- SBIN0011384 within 7 (seven) days of intimation of the acceptance of tender. The deposited bank slip/counter foil /challan etc. in respect of Security Deposit must be submitted to the office of the Director, NBWAP, Siliguri during the time of sign an agreement of work contract. No interest will be paid on Security Deposit (SD) by the park authority.
13. Additional Performance Security (APS) - As per Finance Deptt. Govt. of West Bengal order no 4608-F(Y) dated 18/07/2018, if the bid value becomes 80% or less of the estimated value put to tender, APS shall have to be submitted @ 10 % of the tendered amount in the form of Bank Guarantee from any scheduled bank in favor of Director, NBWAP, Siliguri before issuance of the work/supply order. If the bidder fails to submit the APS within seven days, his earnest money shall be forfeited. The bank guarantee shall have to be valid up to end of contract period and shall be renewed if required.

INSTRUCTION TO BIDDERS

1. General guidance for e-Tendering:-

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

(I) Registration of Contractor:-

Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System, through logging on to <https://wbtenders.gov.in> The contractor is to click on the link for e-Tendering site as given on the web portal.

(II) Digital Signature certificate (DSC):

Each contractor is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the National Informatics Centre (NIC) or other certified agencies of Government of India on payment of requisite amount. Details are available on the Web Site. DSC is given as a USB e-Token.

(III) The contractor can search & download N.I.T. & Tender Document(s) electronically from computer once he logs on to the website by using the Digital Signature Certificate (DSC). This is the only mode of collection of Tender Documents.

(IV) 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.

(V): Submission of Tenders:-

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

(VI) Technical Proposal:

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

(a) Statutory Cover Containing the following documents:-

1. NIT
2. Scan copy of EMD
3. AFFIDAVIT – “Y”

(b) Non-statutory Cover containing the following documents: As listed in eligibility criteria given in NIT.

N.B.:- Failure of submission of any of the above mentioned documents as stated will render the tenderer liable to be rejected for both statutory & non statutory cover.

1. THE ABOVE STATED NON-STATUTORY/STATUTORY DOCUMENTS (TECHNICAL BID) WILL BE EVALUATED IN THE FOLLOWING MANNER

Procedure to upload Technical documents in the web portal-

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

Manner of evaluation of Technical Bid-

(I) Tender Evaluation Committee (TEC)-TEC will be constituted as per Order of the Director, NBWAP, WBZA, Department of Forests, Government of West Bengal. The Director will function as Chairman of Committee for selection of technically qualified contractors.

(II) Opening of tender: Will be made as per sequence.

(III) Opening of Technical Proposal: Technical proposals will be opened by the Director, West Bengal Zoo Authorities and his authorized Nodal officer electronically from the website using their Digital Signature Certificate (DSC).

(IV) Intending Tenderers may remain present if they so desire.

(V) Cover (folder) for Statutory Documents will be opened first and if found in order, cover (folder) for Non-Statutory Documents will be opened. If there is any deficiency in the Statutory Documents the tender will summarily be rejected.

(VI) Decrypted (transformed into readable formats) documents of the non-statutory cover will be downloaded & handed over to the "Tender Committee".

(VII) Summary list of technically qualified Tenderers will be uploaded online.

(VIII) Pursuant to scrutiny & decision of the "Tender Committee" the summary list of eligible Tenderers & the serial number of work for which their proposal considered will be uploaded in the web portals

(IX) During evaluation the committee may summon the Tenderers & seek clarification /information or additional documents or Original hard copy of any of the documents already submitted & if these are not produced within the stipulated time frame, their proposals will be liable for rejection.

1. Financial Bid:-

The financial Bid should contain the following document in one cover (folder). Bill of Quantities (BOQ): The contractor is to quote the rate (percentage above/ below/AT PAR) online through computer in the space marked for quoting rate in the BOQ. (Only downloaded copies of the above documents are to be uploaded, virus scanned and digitally signed by the contractor).

2. Dispute Redressal Committee:-

"Except where otherwise provided in the contract all question and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of relating to the contracts designs, drawings, specifications, estimate, instructions, orders or these conditions or otherwise concerning the works, or the executions or failure to execute the same, whether arising during the progress of the work, or after the completion or abandonment thereof shall be dealt with as mentioned hereinafter. If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Estate section on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Chairman of the Dispute Redressal Committee in writing for written instruction or decision. Thereupon, the Dispute Redressal Committee shall give its written instructions or decision within a period of three months from the date of receipt of the contractor's letter.

The Dispute Redressal Committee in each of the works shall be constituted with the following officials as members –

1	Assistant Director, NBWAP	Chairman
2	Veterinary Officer, NBWAP	Member
3	Range Officer, NBWAP	Member
4	Sub Assistant Engineer, NBWAP	Member

This provision will be applicable irrespective of the value of the works to which the dispute may relate.

PART – A
GENERAL CONDITIONS

1. The bidder participated in more than one tender, the technical committee shall decide the number of tenders to be accepted for award of tenders works based on the bidder financial status capacity as submitted in the technical bids. The bidder shall accept the decision taken by the tender committee. The bidder shall not have any right to choose the tenders to be awarded.
2. All affidavits are required to be submitted with stamp paper both side scanned. Without both side scanned stamp paper participation of bidder will be disqualified during technical evaluation. An affidavit mentioning the name of technical staffs.
3. All the participants have to upload undertaking that they do not have any litigation that past or present with any Govt. /PSU/Semi-Govt. Organization of the State.
4. The hard copy of all submitted documents online should be submitted by the bidders to the office of the Director, NBWAP for verification if required.
5. Running payment for work may be made to the contractor as per availability of fund. The number of any item may vary depending on actual requirement basis.
6. **Security Deposit** – EMD submitted by the successful bidder shall be converted as part of the security deposit. Remaining part of the Security Deposit 8% (eight percent) of the accepted tender value should be submitted in advance form the way of NEFT/RTGS in favor of the Director, North Bengal Wild Animals Park, Siliguri vide SBI Current Account No. 34025261247, IFSC Code- SBIN0011384 within 7 (seven) days of intimation of the acceptance of tender. The deposited bank slip/counter foil /challan etc. in respect of Security Deposit must be submitted to the office of the Director, NBWAP, Siliguri during the time of sign an agreement of work contract. No interest will be paid on Security Deposit (SD) by the park authority.
7. No Mobilization /Secured advance will be allowed.
8. The contractor shall execute the work in such a manner so that steady proportionate progress of the work is maintained during execution of work.
9. Refund of Security Deposit will only be released after successful maintaining of appropriate service level of the work at least for 6 (six) months from the date of completion of the work to the entire satisfaction of the park authority. In case of any irregularity, or violation of the terms and conditions of the contract agreement, the Security Deposit will be forfeited in addition to legal action as deem fit & required.
10. The Bidder, at his own responsibility and risk is advised to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the Financial Bid and

entering into a contract for the work as mentioned in the Notice Inviting Tender, before submitting offer with full satisfaction, the cost of visiting the site & expenditure, if any, shall be at his own expense. This office is not liable for any local problems/hindrance and bidders are requested to follow necessary steps as per Laws & procedure thereof.

11. The intending Bidders shall clearly understand that whatever may be the outcome of the present invitation of Bids, no cost of Bidding shall be reimbursable by the Department.
12. Contractor shall have to comply with the provisions of **(a)** Motor Vehicle Act, 1988 and rules made there under **(b)** the contract labour (Regulation Abolition) Act. 1970 **(c)** Apprentice Act. 1961 and **(d)** minimum wages Act. 1948 **(e)** Indian Forest Act, 1927 & amendments **(f)** Wildlife (Protection) Act 1972 & amendments of the notification thereof or any other laws relating thereto and the rules made and order issued there under from time to time.
13. During scrutiny, if it comes to the notice of the tender inviting authority that the credential or any other paper found incorrect / manufactured / fabricated / fake, such Tenderer bids shall be rejected without any prejudice bids, bidder would not be allowed to participate in the tender.
14. The Director, NBWAP, Government of West Bengal reserves the right to cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.
15. The contractor's any of the documents on verification if found incorrect / manufactured / fabricated / fake or false in that case awarded contract work liable to be terminated with imposition of penalties or penalized as deemed fit. The balance work shall be awarded on risk and cost basis tender.
16. Director NBWAP decision shall be final and binding to follow in case of any discrepancy arises between two similar clauses contained in contract agreement.
17. The construction of the project work as mentioned in the schedule will have to be undertaken immediately on receipt of work order and the work must be completed within stipulated dated time as mentioned in the work order.
18. 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.
19. The Director NBWAP reserves the right to terminate the agreement at any point of time of execution of the work within the schedule of time of completion of the tendered work, If performance quality and / or progress of work are not satisfactory, or delayed or violate any term & condition of agreement.
20. The contractor is liable to pay the skilled, unskilled and other labour wages as per existing rules. Local skilled Forest Protection committee members may be involved but is not mandatory.
21. Statutory Deduction: Income Tax, GST, Labour Welfare Cess as applicable shall be made as per rule in vogue. The quoted rate in the BoQ by the tenderer should be inclusive of all taxes.
22. The successful tenderer will not assign the work or part of the work to any other contractor as sub contract work.
23. The contractor may, however authorize any person working under his firm on roll as employee to supervise the day to day work attend the measurement when taken by the authorized officer and record his signature on the work measurement note books. The authority there to duly approve by the Director, NBWAP or its authorized representative.
24. In case of any dispute the decision of the Director, NBWAP will be final and binding for completion of work. However if contractor is not satisfied, he is liberty and free to represent to the higher Authority without suffering the progress.
25. The tender notice along-with all terms & conditions, tender Schedule as hausted on website for tender notice work will form the part of the agreement to be executed.

26. The Tender inviting authority reserves the right if practicable to split the work amongst the lowest bidders appearing with same rate or to award the work any one of two who's Credentials are superior over other. It is therefore requested to submit the list of works Completed and list of works in progress along with work wise details for last three years period including last three financial year's turnover along with Audited sheets.
27. The successful agency/contractor will have to make an agreement on terms and conditions of the contract on a Rs. 100/- non judicial stamp paper, the cost of which will be borne by the contracting agency/firm/company. In the event of failure to execute formal tender agreement within the allotted time the Agency/Supplier/Tenderer will be liable for punishment and deposited Earnest Money will be forfeited & he will be debarred from participating in any Tender Works by the Director, NBWAP.
28. Any part while signing agreement realized as typographical mistake in case of Unit, Rate, Quantity, Amount, any type of nomenclature in items of works / item itself including description etc. shall not be altered and whatsoever as stated in documents shall be included in the agreement. The operation of such item is reasonable and practicable shall be decided by the Director NBWAP whether to execute for construction or to drop and call for as additional new item rates as per contained in terms and conditions of tender.
29. Work order will be issued subject to approval of fund from higher Authority.

PART – B
GENERAL INSTRUCTIONS TO TENDERERS

01. **INCOME TAX CERTIFICATES:** A Certificate of Income tax clearance from the appropriate authority in the forms prescribed there for duly indicating annual turnover. These certificates shall be valid for one year from the date of issue or for the period prescribed therein for all tenders submitted during the period. Copy of last assessment order duly certified as true copy by the chartered accountant shall also be submitted.
02. Information on type of holding details of the Tenderer's organization shall be submitted as follows:
 - 2.1 **IN CASE OF FIRMS WITH SOLE OWNERSHIP:** Full name, experience and address of the proprietor and nature of business.
 - 2.2 **IN CASE OF PARTNERSHIP FIRMS:** The names of all the partners with addresses and their experience. A copy of the partnership deed/ instrument of Partnership duly certified by a Notary Public shall be enclosed.
 - 2.3 The value of work shall be taken in the same proportion of share of partnership deed.
 - 2.4 If the partnership deeds do not speak of percentage share of each partner, it shall not be considered as Credential for qualifying Eligibility criteria.
- 03 **IN CASE OF COMPANIES:** Date and place of registration including date of commencement certificate in case of public companies and the nature of business carried out by the Company. Certified copies of memorandum and Articles of Association are also to be furnished. Also indicate names, addresses and experience of the Directors.
04. **RETURN OF SECURITY DEPOSIT:** If the contractor fully performs and completes the work in all respects to the entire satisfaction of NBWAP and presents an absolute "**No Demand Certificate**" in the prescribed form and returns properties belonging to WBZA taken, borrowed or hired by him for carrying out the said works and shall be released only after the Guarantee Period of 12 months is completed satisfactorily. No interest shall be payable by NBWAP on Earnest Money Deposit, Security Deposit or on any moneys due to the contractor.
- 5.0 **COMMENCEMENT AND COMPLETION OF WORK**
 - 5.1 The contractor shall commence the work within the time indicated in the Letter of Intent / acceptance and shall proceed with the same with due expedition without delay. The responsibility of successful tenderer

under this Contract commences from the date of issue of the Letter of Intent.

- 5.2 If the successful tenderer fails to commence the work within the stipulated time, NBWAP, at its sole discretion, will have the right to terminate the contract. The Security Deposit will stand forfeited without any further reference to him without prejudice to any and all of NBWAP other rights and remedies in this regard.
- 5.3 All the works shall be carried out under the direction and to the satisfaction of the Director NBWAP Siliguri.

6.0 MEASUREMENT OF WORK AND MODE OF PAYMENT

- 6.1 All payment shall be made in the name of contractor by Account's Payee Cheque.
- 6.2 For progress/ running bill payments, the contractor shall present detailed measurement book and sheets in triplicate duly indicating all relevant details based on technical documents and connected drawings for the work done during the month. These measurement sheets shall be prepared jointly with Engineer and signed by both the parties.
- 6.3 These measurement sheets will be checked by the Engineer and quantities and percentages eligible for payment under different groups shall be decided by him. The abstract of quantities and percentages so arrived at based on the terms of payment shall be entered in the **Measurement Book** and signed by both the parties.
- 6.4 Based on the above quantities, contractor shall prepare the bills in the prescribed Performa and work out the financial value. These will be entered in the Measurement Book and signed by both the parties. Payment shall be made after affecting the necessary recoveries due from the contractor.
- 6.5 Measurement shall be taken jointly by persons duly so authorised by the Director WBZA and the Contractor and shall follow the relevant provisions of IS code and PWD / SOR 2015 for recording and taking measurements.
- 6.6 The Contractor shall bear the expenditure involved, if any, in making the measurements and testing of materials to be used/ used in the work. The Contractor shall, without extra cost to NBWAP, provide all the assistance with appliances and other things necessary for measurement.
- 6.7 If, at any time due to any reason whatsoever, it becomes necessary to re-measure the work done, in full or in part, the expenses towards such re-measurement shall be borne by the Contractor.
- 6.8 Final measurement bill shall be prepared in the Performa prescribed for the purpose, based on the certificate issued by the Engineer that the entire work as stipulated in the tender specifications has been completed in all respects to the entire satisfaction of WBZA. The Contractor shall give 'No Claim' and 'No Demand' certificates. All the tools and tackles loaned to him should be returned in condition satisfactory to NBWAP. The abstract of final quantities and financial values shall also be entered in the Measurement Book and signed by both the parties.

7.0 RESPONSIBILITIES OF CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS, ETC.

The following are the responsibilities of the Contractor in respect of observance of local laws, employment of personnel, payment of taxes etc.

- 7.1 As far as possible, unskilled workers shall be engaged from the local areas in which the work is being executed.
- 7.2 The contractor at all times during the continuance of this contract, shall in all his dealings with the local labour for the time being employed on or in connection with the work, has due regard to all local festivals, religious and other customs.

- 7.3 The Contractor shall comply with all State and Central Laws, Statutory Rules, Regulations, etc., such as The payment of wages Act, The Minimum Wages Act, The workmen's Compensation Act, The Employer's Liability Act, The industrial Disputes Act, and other Acts, Rules and Regulations for labour as may be enacted by the Government during the tenure of the Contract and having force or jurisdiction at site. The contractor shall give to the local Governing Body, Police and other concerned Authorities all such notice as may be required under law.
- 7.4 The Contractor, in the event of his engaging 20 or more workmen, will obtain independent license under the Contract Labour (Regulations and Abolition Act, 1970) from the concerned authorities based on the certificate (Form-V) issued by the principal employer.
- 7.5 The contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges which may be liveable on account of any of his operations connected with this contract. In case NBWAP make any such payment, it shall be recovered from the contractor bill.
- 7.6 The contractor shall be responsible for the provision of health and sanitary arrangements more particularly described in the Contract Labour (Regulations and Abolition Act, 1970) and safety precautions as may be required for safe and satisfactory execution of the contract.
- 7.7 The contractor shall be responsible for proper accommodation including adequate medical facilities for the personnel employed by him.
- 7.8 The contractor shall be responsible for the proper behaviour and observance of all regulations by the staff employed by him.
- 7.9 The contractor shall ensure that no damage is caused to any person / property of other parties working at site. If any such damage is caused, it shall be the responsibility of the contractor to make good the losses and compensate them.
- 7.10 Any delay in completion of works or non-achievement of periodical targets, due to reasons attributable to the contractor, will have to be compensated by the contractor either by increased manpower and resources at no extra cost to NBWAP.
- 7.11 The contractor will be directly responsible for payment of wages to his workmen. A pay-roll sheet giving details of all payments made to the workmen duly signed by the contractor's representative should be furnished to the Director, NBWAP, if called for.
- 7.12 In case of any class of work for which there is no specification laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of the Engineer.
- 7.13 No idle labour charges will be admissible in the event of any stoppage of work resulting in the contractor's workmen being rendered idle due to any reason at any time.
- 7.14 The contractor shall keep the area of work clean and shall remove the debris etc while executing day-to-day work.
- 7.15 The contractor shall execute the work in the most substantial and workman like manner in the stipulated time. Accuracy of work and timely execution shall be the essence of this contract.
- 7.16 No land belonging to WBZA shall be occupied by the Contractor without written permission of the Director, NBWAP.

08. METHOD OF MEASUREMENT-

Method of measurements shall be as per standard specification included in the tender. For other items, measurement shall be as per relevant IS CODE.

PART – C

GENERAL TERMS AND CONDITIONS

1.0 DEFINITION OF TERMS

Throughout the Tender Documents including the Enquiry Letter, the following words shall have the meanings assigned to them herein, unless the subject matter or the context requires otherwise.

- 1.1 The '**Purchaser**' or 'NBWAP' shall mean North Bengal Wild Animals Park, West Bengal Zoo Authority incorporated under the Companies Act 1956, with its Registered Office at 5th Mile, Sevoke Road, Salugara, Siliguri, Dist-Jalpaiguri-734008, which expression shall include its successors and assigns; acting through its Fabrication Plant (FP), or its authorized officers or its Engineer or other employees authorized to deal with any matters with which these persons are concerned, on its behalf.
- 1.2 The '**Tenderer**' shall mean the Firm/Company/Organisation, which quotes against the Tender Enquiry issued by the Purchaser. It may also be referred as '**Bidder**'.
- 1.3 The '**Contractor**' shall mean the individual, firm or company whose Offer is accepted by NBWAP and enters into Contract with NBWAP and shall include their executors, administrators, successors and permitted assigns.
- 1.4 The '**Contract**' shall mean and include the agreement, the work order, the accepted appendices of rates, Schedules of Quantities, if any, General Conditions of Contract, Special Conditions of Contract, Instructions to Tenderers, the drawings, the technical specifications, the special specifications, if any, the tender documents and the Letter of Intent/ Acceptance letter issued by NBWAP. Any conditions or terms stipulated by the Tenderer in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by NBWAP in the Letter of Intent and incorporated in the Agreement. It may also be referred as '**Contract Document**'.
- 1.5 The '**Sub-contractor**' shall mean the person/firm/company/organisation to whom any part of the work has been sub-contracted by the Supplier, with the written consent of the Purchaser and shall include his heirs, executors, administrators, representatives and assigns.
- 1.6 The '**Engineer**', for the purpose of this Contract shall mean an engineer, person or company duly appointed as such from time to time or such other officials as may be duly authorised and appointed and notified in writing by purchaser to act as engineer. In cases where no such Engineer has been so appointed, the word 'Engineer' shall mean the Purchaser or his duly authorised representative. It may also be referred to as **Engineer –in –Charge**.
- 1.7 The '**Equipment**' shall mean and include plant and stores on which work is to be done by the Contractor under the Contract.
- 1.8 The '**Work**' shall mean and include supply of all categories of labour, specified consumables, tools and tackles required for complete and satisfactory construction, site transportation, handling, stacking, storing, erecting, testing and commissioning of the equipment; as defined in the Tender Documents, to the satisfaction of NBWAP. It may also be referred as '**CONTRACT WORK**'.
- 1.9 The '**Tender Document**' shall mean and include the instruction to Tenderers, general conditions, bidding conditions, specific conditions, specifications, schedules, form of tender, schedule of prices and quantities, contained in the Tender and any subsequent modifications thereof. It may also be referred as '**Tender Specification**'

- 1.10 The **'Offer'** shall mean and include the technical and commercial documents including specifications, schedule of prices and quantities, etc submitted by the Tenderer in response to the tender enquiry and any subsequent clarifications thereof. It may also be referred as **'Bid'**.
- 1.11 **'Acceptance of offer'** shall mean issue of letter of intent/award or memorandum or detailed Order/Contract communicating the acceptance of offer, to the successful Tenderer.
- 1.12 The **'Letter Of Intent'** shall mean the intimation by a letter / fax to the Tenderer that the tender has been accepted in accordance with provisions contained in the letter. The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions of contract are applicable from this date.
- 1.13 The **'Site'** shall mean the site of the proposed work at place for which NIT published by the DIRECTOR NBWAP/WBZA.
- 1.14 The **'Completion Time'** shall mean the period specified in the Letter of Intent or date mutually agreed upon for completing the work to the satisfaction of the Engineer, being of required standard and conforming to the specifications of the Contract including extension period.
- 1.15 The **'Tests'** shall mean and include such test or tests to be carried out by the Contractor as are prescribed in the Contract or considered necessary by the Director WBZA in order to ascertain the quality, workmanship, performance and efficiency of the contracted work or part there off.

SPECIAL TERMS & CONDITIONS

Notwithstanding anything contained in the form in which the contract is executed, the following shall constitute terms and conditions of contract and shall be binding on the contractor.

1. Required supply items to be provided should be original and genuine quality and rates should be as per the approved rate lists of the BOQ.
2. The contractor should ensure that the all the supplying labours are in good and healthy condition and satisfactorily. If any defect noticed during working period the contractor has liable to replace the same immediately as per direction of the park authority without any addition charges.
3. The NBWAP reserves the right to terminate the contract any time without assigning any reason thereof by giving seven days notice in writing. The contractor shall not be entitled for any compensation by reasons of such terminations.
4. The NBWAP reserves the right to cancel any or all parts of tender without assigning any reasons thereof.
5. The price quoted will be inclusive of taxes and shall be fixed and final.
6. Un-realistic rates (i.e. too high or too low) quoted by the firms will make their tender liable to being summarily rejected by NBWAP.
7. The supply must be completed within time frame given in the work order and or as per instruction of the park authority.
8. Work can be carried out only after work order issued from this office time to time based on the actual requirement basis by the park authority.
9. All correspondence concerning rates, claims, change in specification and/or design and similar important matters will be valid only if made with the Director, North Bengal Wild Animals Park, Siliguri. If any correspondence of above tender is made with Officers other than the Director, North Bengal Wild Animals Park, Siliguri for speedy execution of work, the same will not be valid. In case of dispute, the decision of the Director, North Bengal Wild Animals Park, Siliguri shall be final and binding.

10. The acceptance of the tender including the right to distribute the work between two or amongst more than two tenderer will rest with the competent authority without assigning reason thereof. The accepting authority reserves right to reject any or all tenders without assigning any reason thereof.
11. The tenderer shall have to comply with the provisions of Motor Vehicle Act, 1988 and rules made there under a) Contract labour (Regulation & Abolition) Rules, 1970 (b) Minimum Wages Act 1948 or the modification thereof or any other laws relating thereto as well be in force from time to time.
12. The Tender Inviting Authority of the Society shall not be held liable for any compensation due to machines becoming idle for any circumstances including untimely rains, other natural calamities, strikes etc.
13. No Price preference will be applicable to W.B. Govt. Undertaking, as per Finance Dept. G. O. No. 8648-F(Y), dated 12th October 2012.
14. Imposition of any duty/ tax rules etc. whatsoever of its nature (after work order/ Commencement and completion of the work) is to be borne by the tenderer.
15. No mobilization/ secured advance bill will be allowed.
16. GST/Sales Tax, Labour Cess, Toll Tax, Income Tax, Ferry Charges and other Local Taxes etc if any will be inclusive in offered rate by the contractor. No extra payment will be made by the authority in this respect. The rates of supply and finished work items are inclusive of these.
17. If any defect noticed during warranty/supply period, the contractor shall be liable to repair/replace the same within two days or as per instruction of the park authority without any extra charges positively, failure to execute the said work within the allotted time the Agency/Supplier/Tenderer will be liable for punishment and deposited Earnest Money will be forfeited & he will be debarred from participating in any Tender Works by the Director, NBWAP.
18. The contractor should visit the location of work and satisfy himself of the condition and nature of work and ascertain difficulties that might be encountered in executing the work, carrying materials to the site of work, availability of drinking water and other human requirements and security etc. The Officer-in-Charge may order the contractor to suspend any work that may be subjected to damage by climatic conditions. No claim will be entertained on this account.
19. The Authorized Officer of the office of the Director, North Bengal Wild Animals Park, Siliguri will monitor the work from time to time or every day. The design and specification of work should be done under his guidance. All the materials used in construction should be approved by him before use in construction.
20. In case any clarification is required, the interpretation of the Director, North Bengal Wild Animals Park, Siliguri will be final.
21. The final acceptance of the tender will be subject to the receipt of approval of higher authorities.
22. The payment will be made after completion of all works & checking by authorized officer. The authorized officer may check the quality of the work at any point of time before submitting the report of completion.
23. The undersigned reserves the right to cancel the agreement at any point of time during the execution of the work if it not done as per the specifications or any terms & conditions are violated by the Contractor.
24. The successful tenderer will not assign any or part of the work(s) to any other contractor/agency.
25. 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.

26. 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.
27. The terms and conditions of this "Tender Notice inviting tender" is part and parcel of the contract form.
28. All the supply are to be carried out according to the specification of BOQ and estimates or Supply subject to the modification if any made by the undersigned or his authorized representative at any point of time during execution of the work/supply duly notified to the contractor/ suppliers.

Director
North Bengal Wild Animals Park

Memo No. 1424/E- Tender -36/NBWAP/2024-25

Dated, Siliguri, the: 23/10/2024

Copy forwarded for information & necessary action to:-

1. The Member Secretary, WBZA, Kolkata.
2. The Assistant Director, NBWAP
3. Range Officer, NBWAP
4. Office Copy

Director
North Bengal Wild Animals Park

AFFIDAVIT – “Y”

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

- 1) I, the under-signed do certify that all the statements made in the attached documents are true and correct. I have all machineries as per NIT & all will be at site during entire period of work. In case of any information submitted proved to be false or concealed, the application may be rejected and no objection/claim will be raised by the under-signed.
- 2) The under-signed also hereby certifies that neither our firm M/S..... nor any of constituent partner had been debarred to participate in tender by the any Government Department during the last 3 (three) years prior to the date of this N.I.T. I/We have presently.....nos of works in my hand & I would finish the work in time.
- 3) The under-signed would authorize and request any Bank, person, Firm or Corporation to furnish pertinent information as deemed necessary and/or as requested by the Department to verify this statement.
- 4) The under-signed understands that further qualifying information may be requested and agrees to furnish any such information at the request of the Department.
- 5) Certified that I have applied certified that I have applied in the tender in the capacity of individual/ as a partner of a firm/authorized representative of company or society and I will not handover the job to any other person except my employee to supervise.

Signed by an authorized officer of the firm.

Title of the officer
Name of the Firm with Seal

Date: