

**ZOOLOGICAL GARDEN**  
**Alipore, Kolkata 700027**



**No: 1206/ZGA/E-tender/2025**

**Date : 10.06.2025**

Notice Inviting e-Tender No.46/ZGA/E-Tender/2025

The Director, Zoological Garden Alipore invites e-tenders for the following work(s) from the eligible persons/agencies/companies, including consortium and partnership firms as detailed in the table below. [Collection (downloading) and Submission (uploading) of Tender can be made online through the website <https://wbenders.gov.in> only].

**List of Works:**

Sl	Name of the work (1)	Estimated Amount Put to Tender(Rs.)	Amount of Earnest Money to be deposited (Rs.)	Period of Completion (4)	Name of the Concerned Officer	Eligibility of Contractor (6)
1	Miscellaneous Electrical Works for daily maintenance of Zoological Garden Alipore	8,62,812.00	17,256.00	180(One Eighty Days)	Director Zoological Garden, Alipore	Eligibility Criteria as per serial No. 1 mentioned below)

In the event of e-filling, intending bidder may download the tender documents from the website <https://wbenders.gov.in> directly with the help of Digital Signature Certificate. Necessary cost of **Earnest Money** may be remitted through NEFT/ RTGS issued from any bank in favor of the “Zoological Garden,Alipore” payable at KOLKATA (Account no 10916349980 , IFSC : SBIN0000004 , NAME : ZOOLOGICAL GARDEN ALIPORE ) and also to be documented through e-filling.. Partial bidding is allowed

**1. Eligibility Criteria for participation in tender:**

(a) All categories of intending Tenderers shall have satisfactorily completed as a prime agency during the last 5 (five) years prior to the date of issue of this Tender Notice and as per Notification no. 03-A/PW/O/10C-02/14dated 12.03.2015

**For 1st Call of NIT :**

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

Intending tenderers should produce credentials of 2(two) similar nature of completed work, each of 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

Intending tenderers should produce credentials of 1(one) single running work of similar nature which has been completed to the extent of 80% or more and value of which is not less than the desired value at

above; In case of running works , only those tenderers who will submit the certificate of satisfactory running work from the Competent authority, 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 :**

Intending tenderer should produce credentials of similar nature of completed work (supply) 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,

Intending tenderers should produce credentials of 2(two) similar nature of completed work, each of 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

Intending tenderers should produce credentials of 1(one) single running work of similar nature which has been completed to the extent of 75% or more and value of which is not less than the desired value at

above; In case of running works , only those tenderers who will submit the certificate of satisfactory running work from the Competent authority, 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.

#### **Documents:**

Sl. No.	Category Name	Sub-Category Description		Document Name
A	Certificates	Certificates	1.	GST Registration Certificate and Acknowledgement
			2.	PAN Card
			3.	P. Tax (Challan) (for the Preceding financial year)
B.	Company Details	Company Details	1	Proprietorship Firm –(Trade License) Structure & Org
			2	Partnership Firm –(Partnership Deed) (Trade Licence)

C.	Credential Certificate	Credential -1	1	Similar nature of work done & completion certificate along with Work Order and BOQ which is applicable for eligibility in this work in West Bengal Forest Department and West Bengal Zoo Authority
D.	Financial Info	Turn Over	1	I.T. Return for Assessment year (for the last financial year)*
			2	Last three years Audited Balance Sheet and Profit and Loss A/c statement
			3	Form –I (Structure & Organization) ( To be submitted by Company’s Letter Head)
			4	Form –II (Experience Profile) ( To be submitted by Company’s Letter Head)
			5	Form –III (Financial Statement) ( To be submitted by Company’s Letter Head)
F.	Affidavit		1	Affidavit- Y ( to be submitted in notarized format)

2. Both **Technical Bid** and **Financial Bid** are to be submitted concurrently duly digitally signed in the website <https://wbttenders.gov.in> Tender documents may be downloaded from website and submission of Technical Bid and Financial Bid will be done as per Time Schedule stated in Sl. No. 03.

3. The **FINANCIAL OFFER** of the prospective tenderer will be considered only if the **TECHNICAL BID & sample of the items** of the tenderer is found qualified by the ‘Tender Evaluation Committee’ formed by the Director, ZGA. The decision of the ‘Tender Evaluation Committee’ will be final and absolute in this respect.

**Joint Ventures/sub contract will not be allowed.**

A prospective bidder shall be allowed to participate in the instant job either in the capacity of individual or as a partner of a firm.

A prospective bidder shall be allowed to participate in the instant job either in the capacity of individual or as a partner of a firm. Running payment for work may be made to the executing agency as per availability of fund. The executing agency may not get a running payment unless the gross amount of running bill is 05 (five) lakh or 20% of the tendered amount whichever is less.

**No mobilization advance and secured advance will be allowed.**

Bid shall remain valid for a period not less than 180 (*one hundred eighty*) days from the last date of submission of Financial Bid / Sealed Bid. 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.

#### 4. Date and Time Schedule:

Sl. No.	Particulars	Date & Time
1	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	11.06.2025 & 10.00 Hrs.
2	Documents download/sell/submission start date (Online)	11.06.2025 & 10.00 Hrs.
3	Bid Submission closing (On line)	18.06.2025 & 16.00 Hrs.
4	Bid opening date for Technical Proposals (Online)	20.06.2025 & 16.00 Hrs.
5	Date for opening of Financial Proposal (Online) and physically sample Presentation	The date and time of financial bid opening will be announced after Technical bid evaluation

#### 5. Description of work

a) Site of work and necessary drawings may be handed over to the agency phase wise. No claim in this regards will be entertained.

b) The Prospective Bidder shall have to execute the work in such a manner so that appropriate service level of the work is maintained during progress of work. If any defect / damage is found during the period of 6(six) months after the completion of work, the contractor shall restore the damage/defect at his own cost to the specification at par with instant project work. On failure to do so, penal action against the contractor will be imposed by the garden authority as deemed fit. The contractor may quote his rate considering the above aspect and after visit. Refund of Security Deposit will only be made after successful maintaining of appropriate service level of the work as mentioned above after 12 ( twelve ) months from the date of completion of the work.

**6.Earnest Money:** The amount of Earnest Money @2% (as mentioned above) to be deposited of Earnest Money may be remitted through NEFT/ RTGS issued from any bank in favor of the “Zoological Garden, Alipore” payable at KOLKATA (Account no 10916349980 , IFSC : SBIN0000004 , NAME : ZOOLOGICAL GARDEN ALIPORE ) and also to be documented through e-filling. The said amount will be adjusted with the security money of the successful bidder.

**7.Security Deposit:**The contractor whose tender is accepted will be required to furnish security deposit by NEFT/RTGS amounting to 10% of the monthly indent value according to the quoted price. Same value may be deducted from Bill value, if it is not deposited. No interest will be paid on Security Deposit.

#### 8. Additional Performance Security:

When the bid rate is 80% or less of the Estimate put to tender then an Additional Performance Security in the form of Bank Guarantee to be submitted as per Memo No. 796-F(Y) Dated: 25.02.2022 from Finance

Department, Audit Branch. **The Bank Manager of the bank issuing Bank Guarantee to submit in the prescribed format as mentioned Annexure-A in the NIT alone will be accepted. Non-submission of the prescribed Bank Guarantee in the prescribed format is the sufficient reason to reject the bidder and no further bid will be entertained, whatsoever, the case may be.**

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

10. 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 garden authority. The tender accepting authority of Zoological Garden reserves the right to accept or reject any offer without assigning any reason whatsoever and is not liable for any cost that might have been incurred by any Tenderer at the stage of Bidding.

**11. Conditional / Incomplete tender will not be accepted under any circumstances.**

**12. The intending tenderers are required to quote the rate *online*.**

13. Refund of EMD: The Earnest Money of all the unsuccessful tenderers deposited in favour of Zoological Garden, Alipore will be refunded by the Director, Zoological Garden, Alipore on receipt of application from tenderers.

14. During scrutiny, if it comes to the notice of the tender inviting authority that the credential or any other paper found incorrect / manufactured / fabricated, that bidder would not be allowed to participate in the tender and that application will be rejected without any prejudice.

15. The Director, Zoological Garden, Alipore reserves the right to cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained. The volume of specific item may change based on actual requirement of the zoo.

16. If there be any objection regarding prequalifying the Agency that should be lodged on line to the Chairman of Tender Evaluation Committee within 2 (*two*) days from the date of publication of list of qualified agencies and beyond that time schedule no objection will be entertained by the Tender Evaluation Committee.

17. Before issuance of EACH WORK ORDER, the tender inviting authority may verify the credential and other documents of the lowest tenderer, if found necessary. After verification if it is found that the documents submitted by the lowest tenderer is either manufactured or false in that case work order will not be issued in favour of the said Tenderer under any circumstances without any reference to the lowest tenderer.

The work will be commenced after the fund is available with the authority.

18. If any discrepancy arises between two similar clauses on different notification, the clause as stated in later notification will supersede former one in following sequence:

- i )N.I.T.
- ii) Terms & Conditions
- iii) Technical Bid
- iv) Financial Bid

19. Qualification criteria:

The tender inviting and Accepting Authority through a “Tender Evaluation Committee” will determine the eligibility of each bidder. The bidders shall have to meet all the minimum criteria regarding:

- a) Financial Capacity
- b) Experience / Credential & others eligibilities mentioned above

The eligibility of a bidder will be ascertained on the basis of the document(s) in support of the minimum criteria as mentioned in above .If any document submitted by a bidder is either manufactured or false, in such cases the eligibility of the bidder / tenderer will be rejected at any stage without any notice.

20. Escalation of Price on any ground and consequent cost overrun shall not be entertained under any circumstances. Rates should be quoted accordingly.

**21.** No. price preference and other concession will be allowed.

**22. Mandatory engagement of Job Card holders:**

Wherever applicable, As per the Gazette Notification No. 1140 PRD-33011/1/20-24-MGNERJSEC Dated: 07.03.2024, Job Card holders shall mandatory be engaged in the works where rural unskilled worker can be engaged. The agency executing the works shall also furnish a certificate after completion of works that only Job Card holder were engaged for unskilled works during execution.

23. Contractor shall have to comply with the provisions of (a) the contract labour (Regulation Abolition) Act. 1970 (b) Apprentice Act. 1961 and (c) minimum wages Act. 1948 of the notification thereof or any other laws relating there to and the rules made and order issued there under from time to time.

24. Guiding Schedule of Rates : Rates have been taken from P.W.D. (W.B.) Schedule of Rates

**Sd/-**  
**Director**  
**Zoological Garden, Alipore**

**ZOOLOGICAL GARDEN, ALIPORE**  
**SECTION - A**  
**INSTRUCTION TO BIDDERS**

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**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. 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 (the web portal of ZGA the contractor is to click on the link for e- Tendering site as given on the web portal.

Digital Signature certificate (DSC):

Each contractor is required to obtain a Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the Web Site stated in Clause A.1. above. DSC is given as a USB e-Token.

The contractor can search & download N.I.T. & Tender Document(s) electronically from computer once he logs on to the website mentioned in Clause A.1. using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

Submission of Tenders:

Tenders are to be submitted through online to the website stated in Clause A.1. in two folders at a time for 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).

**Technical Proposal:**

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

**(a). Statutory Cover Containing the following documents:**

**1) EMD AND OTHER DOCUMENTS:**

a) Photocopy of Demand Draft/NEFT/ RTGS towards Earnest Money (EMD) as prescribed in the N.I.T. against the work in favour of **Zoological Garden, Alipore.**

**b) N.I.T.**

*(NIT & Tender Document downloaded properly and upload the same Digitally Signed). The rate will be quoted in the B.O.Q. Quoted rate will be encrypted in the B.O.Q. under Financial Bid. 0.*

N.B.: Failure of submission of any of the above mentioned documents as stated in Sl. No. A.5.(a). and Sl. No. A.5.(b). will render the tenderer liable to be rejected.

**Tender Evaluation Committee (TEC)**

Evaluation Committee constituted by the Director, Zoological Garden, Alipore will function as Head of Evaluation Committee for selection of technically qualified contractors.

## **Opening & evaluation of tender:**

### **Opening of Technical Bid:**

Technical proposals will be opened by the Concerned Tender Inviting Authority or his authorized representative electronically from the website using their Digital Signature Certificate (DSC).

Cover (folder) for Statutory Documents (Ref. Sl. No. A.5.(a)&(b.)) will be opened first . If there is any deficiency in the Statutory Documents the tender will summarily be rejected. Decrypted (transformed into readable formats) documents of the statutory cover will be downloaded & handed over to the Tender Evaluation Committee.

Summary list of technically qualified tenderers will be uploaded online. Pursuant to scrutiny & decision of the Tender Evaluation Committee the summary list of eligible tenderers & the serial number of work for which their proposal will be considered will be uploaded in the web portals.

During evaluation the committee may summon of 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.

### **Financial Bid**

The financial bid should contain the following documents in one cover (folder) i.e. Item of Quantities (BOQ). The contractor is to quote the rate (own rate) 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 & Digitally Signed by the contractor.

Financial capacity of a bidder will be judged on the basis of information furnished in Section - B.

### **Penalty for suppression / distortion of facts:**

If any tenderer fails to produce the original hard copies of the documents like Completion Certificates and any other documents on demand of the Tender Evaluation Committee within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies, it may be treated as submission of false documents by the tenderer and action may be referred to the appropriate authority for prosecution as per relevant Act.

### **Rejection of Bid:**

Tendering authority reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time prior to the award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for Tendering authority's action.

### **Award of Contract**

The Bidder whose Bid has been accepted will be notified by the Tender Inviting Authority through acceptance letter / Letter of Acceptance.

The notification of award will constitute the formation of the Contract.

The Agreement in Form No. 2911(ii) will incorporate all agreements between the Tender Inviting Authority and the successful bidder. All the tender documents including N.I.T. & B.O.Q. will be the part of the contract documents.



## Section -B

### ZOOLOGICAL GARDEN, ALIPORE Special Terms, Conditions and Specifications.

#### **1) General:**

Unless otherwise stipulated all the works are to be done as per general conditions and general specifications as mentioned either in—

Public Works Department Schedule of Rates for Building Works and Sanitary & Plumbing Works in force including up-to-date addenda and corrigenda, if any, issued from competent authority as applicable for the working area of concerned Circle at the time of submission of tender, or in

Public Works (Roads) Department Schedule of Rates for Road Works, Bridge & Culvert Works and Carriage, etc. in different district of West Bengal for the working area including up-to-date addenda and corrigenda, if any, issued by the Superintending Engineer,

GOODS AND SERVICE TAX (GST) will be applicable as per Notification No.5050-F(Y) dt. 16.08.2017 of Finance Department, Audit Branch, Govt. of West Bengal.

Constructional Labour Welfare Cess shall be @1% of the bill value . GST, Royalty & all other Statutory levy/ Cess will have to be borne by the selected contractor..

GST (Goods & Service Tax) in tender online e-Procurement System of Govt. of West Bengal or wherever shall be applicable as per rules .

#### **2) Definition of Engineer-in-Charge and commencement of work:**

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

#### **3) Terms & Conditions in extended period:**

As per Clause 5 of ZGA F. No. 2911 (ii) if an extension of time for completion of the work is granted by the Engineer-in-Charge for cogent reasons for which the contractor have no control, it will be taken for granted by the working contractor that the validity of the contract is extended automatically up to the extended period with all terms and conditions, rates etc. remaining unaltered, i.e., the tender is revalidated upto the extended period.

#### **4) Transportation arrangement:**

The contractor shall arrange for all means of transport required for carriage and supply of materials and also the materials required for the construction work. The contractor must consider this aspect while quoting rate.

**1) Contractor's Site Office:**

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

**2) Electrical Supervisor :-**

The Contractor shall engage one Electrical supervisor for supervision of electrical works having valid supervisory competency Certificate issued by the Directorate of electricity .

**3) Eligibility criteria for participation in tender :-**

- The intending Tenderers should produce credentials of a similar nature works of i) completed 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 the tender notice or 2(two) similar nature of completed work, each of the minimum value 30% of the estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice.
- Neither prospective Tendered nor any of the constituent partners had been debarred to participate 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 sides of Stamp Paper - Affidavit-Y).
- An affidavit mentioning the name of technical staff.
- Bidders are required to have Trade License, P-Tax Registration and GST Registration with Government of West Bengal.
- Up to date p-tax challan, EPF & ESI registration.
- Bidders shall be in similar business for more than 5 years
- Bidders are required to submit income tax return acknowledgement, audited balance sheet and p & I accounts for last 5 years.
- Agencies are required to give a detail work programmer in the form of a bar chart/work flow chart along with tender.
- 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.
- Where an individual person submitting tender on behalf of a company or the firm of which he happens to be a director or partner, such individual person shall, while submitting any tender for and on behalf of such company or firm, invariably submit a copy of registered power of attorney showing clear authorization in his favour, by the rest of the directors of such company or the partners of such

firm, to submit such tender. The Power of Attorney shall have to be registered in accordance with the provisions of the Registration Act, 1908.

- Contractors with experience who have worked with West Bengal Forest Department and West Bengal Zoo Authority for a period of at last 5(five) consecutive years with satisfactory performance

**4) Incidental and other charges:**

The cost of all materials, hire charges to tools and plants, labour, Corporation / Municipal fees for water supply, royalty for materials (if any), electricity and other charges of Municipalities or statutory local bodies, ferry charges, toll charges, loading and unloading charges, handling charges, overhead charges and other charges like Sales Tax (Central and/or State), Income Tax, Octopi Duty / Terminal Tax, Turnover Tax, VAT, etc. will be deemed to have been covered by the rates quoted by the contractor. All other charges for the execution of the specified work, including supply of materials and related carriage, complete or finished in all respect upto the entire satisfaction of the Engineer-in-Charge of the work. No extra claim in this regard beyond the specified rate as per work schedule whatsoever in this respect will be entertained.

**5) Authorized Representative of Contractor:**

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

- 6) General day to day management of work. Contractor shall submit work programme .
- 7) To attend measurements when taken by the Departmental Officers and sign the records of such measurements which will be taken of acceptance by the contractor.

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

**8) Power of Attorney:**

The Provision of the power of attorney, if any, must be subject to the approval of the authority. Otherwise the authority shall not be bound to take cognizance of such power of attorney.

**9) Extension of time:**

For cogent reasons over which the contractor will have no control and which will retard the progress, extension of time for the period lost will be granted on receipt of application from the contractor before the expiry date of contract. No claim whatsoever for idle labour, additional establishment, enhanced cost of materials and labour and hire charges of tools & plants, etc. would be entertained under any circumstances. The contractor should consider the above factor while quoting his rate. Applications for

such extension of time should be submitted by the contractor in the manner indicated in Clause-5 of the printed form of ZGA 2911.

**10) Contractor's Go-down :**

The contractor must provide suitable go-downs for cement and other materials at the site of work. The cement go-down is to be sufficient in capacity and it must be water tight with either an elevated floor with proper ventilation arrangement underneath the floor or if solid raised floor is made, cement is to be stored on bamboo or timber dunnage to the satisfaction of the SAE. No separate payment will be made for these go-downs or for the store yard. Cement, which is found at the time of use to have been damaged, shall be rejected and must immediately be removed from the site by the contractor as per direction of the SAE.

**11) Arrangement of Land:**

The contractor will arrange land for setting up of Camp office, his go-down, store yard, labour camp etc. at his own cost for the execution of the work. Departmental land, if available and if applied for, may be spared for the purpose on usual charges as fixed by the Competent Authority.

**12) Use of Garden Land:**

Before using any space in Garden land for any purpose whatsoever, approval of the Director will be required. Garden land, if available and if applied for, may be spared for the purpose on usual charges as fixed by the Authority. The contractor shall make his own arrangements for storage of tools, plant, equipments, materials, etc. of adequate capacity and shall clear and remove on completion of work, the shed, huts, etc. which he might have erected in Garden land. If after such use, the contractor fails to clear the land, garden authority will arrange to remove those installation and adequate recovery will be made from the the contractor ,in the manner as deemed fit by the authority.

**13) Work Order Book :**

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

Cases of supplementary items or any claims may not be entertained unless supported by entries in the Work Order Book or any written order from the Tender Accepting Authority.

The first page of the Work Order Book shall contain the following particulars:

- 14) Name of the Work.
- 15) Reference to contract number.
- 16) Contractual rate in percentage.
- 17) Date of opening of the Work Order Book.
- 18) Name and address of the Contractor.
- 19) Signature of the Contractor.
- 20) Name & address of the Authorized representative (*if any*).
- 21) Specific purpose(s) for which the contractor's representative is authorized to act on behalf of the Contractor.
- 22) Signature of the authorized representative duly attested by the Contractor.
- 23) Signature of the Sub Assistant Engineer concerned.
- 24) Date of actual completion of work.
- 25) Date of recording final measurement.

Entries in 10 above shall be filled in on completion of the work and before the Work Order Book is recorded by Sub Assistant Engineer.

**26) Clearing of Materials:**

Before starting any work, work site, where necessary, must be properly dressed after cutting clearing all varieties of jungles, shrubs, bamboo clusters or any undesirable vegetation from the alignment or site of works. On completion of works all temporary structure or obstruction including pipes in underground work, if any, must also be removed. All scars of construction shall be obliterated and the whole site shall be left in a clear and neat manner to the satisfaction of the SAE. No separate payment shall be made for all these works, the cost thereof being deemed to have been included in the rates of various items of works quoted by the contractor in the schedule of probable items of works.

**27) Sundry Materials:**

The contractor must erect temporary pillars, master pillars, etc. as may be required in suitable places as directed by the SAE at his own cost before starting and during the work by which the departmental staff will check levels, layout of different works and fix up alignment and the contractor shall have to maintain and protect the same till completion of the work. All machineries and equipments like Level Machine, Staff, Theodolite etc. and other sundry material like, pegs, strings, nails, flakes, instruments, etc. and also skilled labour required for setting out the levels, laying out different structures, etc. shall also be supplied by the contractor as per direction of SAE at his own cost.

**28) Supplementary / Additional items of Works:**

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

- 29) Rate of Supplementary items shall be analyzed in the 1<sup>st</sup> instant extended possible from the rates of the allied items of work appearing in the tender schedule.

- 30)** Rate of supplementary items shall be analyzed to the maximum extent possible from rates of the allied items of work appearing in the P.W.D. and P.W. (Roads) Department schedule of rates of probable items of work as will be in force at the time of N.I.T.
- 31)** If the rates of the supplementary items cannot be computed even after application of clauses stated above, the same shall be determined by analysis from market rates of material, labour and carriage cost prevailing at the time of execution of such items of work. Profit and overhead charges (both together) @ 10% (*ten percent*) will be allowed only. The contractual percentage will not be applicable.
- 32)** Contractual percentage shall only be applicable with regard to the portions of the analysis based on clause 15 (1) and (2) stated above only.
- 33)** It may be noted that the cases of supplementary items of claim shall not be entertained unless supported by entries in the Work Order Book or any written order from the tender accepting authority.

**34) Covered up works:**

When one item of work is to be covered up by another item of work the latter item shall not be done before the former item has been measured up and has been inspected by the SAE, as the authorized representatives of the Director and order given by him for proceeding with the latter item of work. If this is not possible for practical reasons, the Sub-Assistant Engineer, if so authorized by the Assistant Engineer, may do this inspection in respect of minor works and issue order regarding the latter item.

**35) Approval of Sample:**

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

**36) Water and Energy:**

The contractor shall have to arrange at his own cost the energy required for operation of equipments and machineries, pumping set, illuminating work site, office, etc. that may be necessary in different stages of execution of work. No facility of any sort will be provided for utilization from the departmental sources. All cost for getting energy and / or for any purpose whatsoever will have to be borne by the contractor for which no claim will be entertained. However cost for energy /any other amenities will be recovered from the contractor' bill, if supplied by garden authority.

**37) Amenities for contractors:**

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

**38) Drawings:**

All works shall be carried out in conformity with the drawings supplied by the garden. The Contractor shall have to carry out all the works according to the Drawing and Detail Working Drawings to be supplied by the garden from time to time.

**39) Serviceable Materials:**

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

**40) Unserviceable Materials:**

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

**41) Contractor's risk for loss or damage:**

All risk on account of railway or road carriage or carriage by boat including loss or damage of vehicles, boats, barges, materials or labour, if any, will have to be borne by the contractor without any extra claim towards garden.

**42) Idle labour & additional cost:**

Whatever may be the reason for claim on idle labour, enhancement of labour rate, additional establishment cost, cost of Toll and hire and labour charges of tools and plants, railway freight, etc. would not be entertained under any circumstances.

**43) Issue of Departmental Tools and Plants:**

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

**44) Realization of Garden claims:**

Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be approached by the garden authority. .

**45) Compliance of different Acts:**

The contractor shall comply with the provisions of the Apprentices Act, 1961, Minimum Wages Act, 1848. Contract Labour (Regulation and Abolition) Act 1970 and the rules and orders issued hereunder from time to time. If he fails to do so, SAE of the work may at his discretion, take necessary measure over the contract.

The Contractor shall also make himself liable for any pecuniary liabilities arising out on account of any violation of the provision of the said Act(s). The Contractor must obtain necessary certificate and license from the concerned Registering Office under the Contract Labour (Regulation & Abolition) Act, 1970.

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

**46) Safety, Security and Protection of the Environment:**

The Contractor shall, throughout the execution and completion of the Works remove the defects therein at his own cost :

**47)** The contractor shall have full regard for the safety of all persons and the Works.

**48)** Provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the SAE for the protection of the Works or for the safety and convenience of the public or others,

**49)** Take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation,

**50)** Ensure that all lights provided by the Contractor shall be screened so as not to interfere with any signal light of the railways or with any traffic or signal lights of any local or other authority.

**51) Commencement of work:**

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

**52) Program of work:**

Before actual commencement of work the contractor shall submit a programme of construction of work with methodology clearly showing the required materials, men and equipment. The contractor will submit a programme of construction in the pattern of Bar Chart or Critical Path Method and a time table divided into four equal periods of progress of work to complete the work within the specific period for approval of the Director who reserves the right to make addition, alterations and substitutions to such programme in consultation with the contractor and such approved programme shall be adhered to by the contractor unless the same is subsequently found impracticable in part or full in the opinion of the Director and is modified by him. The contractor must pray in writing, showing sufficient reasons therein for modification of programme. The conditions laid down in clause 2 of the printed tender form regarding the division of total period and progress to work and the time table there for as provided in the said clause shall be deemed to have been sufficiently complied with the actual progress of work and does not fall short of the progress laid down in the approved time table for one fourth, half and three fourth of time allowed for the work.

**53) Setting out of the work:**



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

**54) Precautions during works:**

The contractor shall carefully execute the work without disturbing or damaging underground or overhead service utilities viz. Electricity, Telephones, Gas, Water pipes, Sewers etc. In case disturbances of service utilities is found unavoidable the matter should immediately be brought to the notice of the SAE and necessary precautionary measures as would be directed by the SAE shall be carried out at the cost and expenses of the contractor. If the service utilities are damaged or disturbed in any way by the contractor during execution of the work, the cost of rectification or restoration of damages as would be fixed by the SAE concerned will be recovered from the contractor.

**55) Testing of qualities of materials & workmanship:**

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

**56) Timely completion of work:**

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

**57) Procurement of materials:**

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

**58) Rejection of materials:**

All materials brought to the site must be approved by the SAE. Rejected materials must be removed by the Contractor from the site within 24 hours of the issue of order to that effect. In case of non-compliance of such order, the SAE shall have the authority to cause such removal at

the cost and expense of the contractor and the contractor shall not be entitled to any claim for any loss or damage on that account.

**59) Implied elements of work in items :-**

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

**60) Damaged cement:**

Any cement lying at contractor's custody which is found at the time of use to have been damaged shall be rejected and must immediately be removed from the site by the contractor or disposed of as directed by SAE at the costs and expenses of the contractor.

**61) Issue of Departmental Materials:**

Departmental materials will not be issued under any circumstances.

**62) Force Closure:**

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

**63) Tender Rate:**

The contractor should note that the tender is strictly based on the rates quoted by the Contractor on the priced schedule of probable item of work. The quantities for various other items of works as shown in the priced schedule of probable items of works are based on the drawing and design prepared by the Department. If variations become necessary due to design consideration and as per actual site conditions, those have to be done by the contractor at the time of execution at the rate prescribed in the tender clause. **No conditional rate will be allowed in any case.**

**64) Delay due to modification of drawing and design:**

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

**65) Additional Conditions:**

A few additional conditions under special terms and conditions:

**66) Rate quoted shall be inclusive of clearing site as per direction of the Director.**

**67) Rate quoted shall be inclusive of West Bengal Sales Tax, Income Tax, Octroi and all other duties, if any.**

**68)** Display board (Informatory) of size 150 cm X 90 cm is to be provided at the work-site with aluminum plate hoisted on steel tubular pipe / angle post to a height of 1.5 Metre at the cost of the contractor including fitting, fixing, painting, lettering, etc. complete as per direction of Engineer-in-Charge.

**69)** The Contractor is to display caution board at his own cost as per direction of Director.

**70)** Deep excavation of trenches and left out for days shall be avoided.

**71)** Labour welfare CESS will be deducted @ 1% (*one percent*) of gross bill value as per rule.

**72)** The whole work will have to be executed as per departmental drawings available in this connection at the tender rate.

**73)** Income Tax will be deducted from each bill of the contractor as per applicable rate and rules in force.

**74)** In accordance with the West Bengal Taxation Laws (amendment) Ordinance, 1993 amending the West Bengal Finance (Sales Tax) Act, 1994 necessary LWS will be deducted as per rate in force from the bill in addition to other deduction as per extent rules.

**75) Royalty:**

The Contractor will have to submit the receipt of payment of royalty to the Government for use of sand, stone materials, laterite, Moorum, gravel, etc. to the SAE before preparation of bill for payment, when they collect the materials directly from the source. If they collect the materials from the authorized quarry holder or commercial establishment who directly or indirectly pay the royalty to the Government, necessary certificate or cash memo for sale in that respect from them shall have to be produced to the SAE failing which necessary deduction from the dues of the contractor may be made as fixed by the SAE.

**76) Night Work:**

The contractor shall not ordinarily be allowed to execute the work at night. The contractor may however, have to execute the work at night, if instructed by the Director. For true technical or emergent reasons, the work may require to be executed during the night also according to the instruction of the SAE. In that case the contractor shall have to arrange for separate set of labour with sufficient and satisfactory lighting arrangement for the night work. No extra payment whatsoever in this respect will be made to the contractor.

**77) General:**

The information given hereafter is without any prejudice. The intending bidders should satisfy themselves regarding the latest conditions of the site and its surroundings by personal check and investigation.

**78) Name of Work:**

As mentioned in N.I.T.

**79) Scope of Work:**

The Work shall, interalia, broadly consist of:-

**80) Works as mentioned in specific Priced Schedule of probable items of work.**

**81) Location of Work site:**

As mentioned in N.I.T.

**82) Working condition:**

During execution of work, contractor will remain responsible for providing unhindered passage to traffic on road adjacent to site, providing lighting and guarding arrangement during night for safety and no extra cost will be paid on this account.

It is to be noted that there will not be any electrical facility at work site. Bidder should make his own arrangement for water, necessary power of lighting, welding, running of pumps etc. and the cost for such arrangement shall be deemed to have been included in the rates quoted by the bidder.

Work shall have to be executed in accordance with the rules and regulations in vogue of Government of West Bengal and local authorities.

**83) Specifications:**

Details of Specifications to be followed in the Proposed Construction are given here-in-after, in the Schedule.

**84) For Electrical works** the Contractor shall have one Electrical Diploma Engineer / One Supervisor in its pay roll having expertise in electrical works with valid Supervisory Certificate of Competency issued by the Directorate of Electricity, Govt. of West Bengal .

The Agency shall have the following measuring instruments :

- i. Insulation Tester (500V) Megger
- ii. Digital Multi-meter
- iii. Tong Tester .

The electrical work shall be progressed with the progress of civil work. No claim of the contractor shall be entertained by the Department for the idle labour.

The conduit shall be laid in the RCC works in general well before their concreting and in walls well before their plastering and in polythene pipes as per instruction of Engineer-in-Charge for electrical work.

Samples of electrical materials are to be approved by the concerned SAE , Electrical Wing before use. If I.S.I marked material is not available it should be conforming to BIS specification amended up to date.

The contractor shall submit the completion certificates and completion Plans for Electrical work as per General Specification.

## **General trams and conditions :-**

1. All breakdown jobs should be attended immediately after the problem is reported orally or by telephone message. Any such work should be completed within 24 hours (including holidays if required) of reporting the problem. All breakdown jobs are in the scope of the contractor.
2. The contractor should depute sets of two electricians together and also in multiples of two persons. All electrical work should be carried by two electricians. No electrical job should be carried out by single person. All electrical maintenance work will be carried out under the supervision of the person holding supervisory license.
3. From our previous experience breakdown jobs will be there on all working days and a minimum of three sets of electricians (6 persons) and helper are needed full time basis for this AMC. However additional electricians/manpower also should be deputed as demanded by the jobs available.
4. The electricians will report to Engineer in charge and they should sign in the attendance register maintained for record purpose. Maintenance work will be allotted to these electricians by ZGA or his representative and they will work under the supervision of the contractor or his authorized supervisor.
5. The shortlisted electricians as submitted by contractor only have to be deputed for the maintenance work.
6. Electricians to be deputed for this work should be capable/ conversant of reading electrical circuit drawings & control wiring diagrams, fault diagnosis using control drawings and rectify the faults at minimum down time in various machineries and equipments.
7. The contractor should also visit the work area periodically or as and when instructed by the ZGA.
8. The contractor should provide at least two telephone numbers & one email ID for reporting the breakdowns.
9. After completion of the work, the same will be inspected/tested & verified by our concerned staff and the contractor's technicians should leave the department only after confirmation by such persons only.
10. A register/ report card should be maintained by the contractor for recording all the jobs carried out. The register shall be submitted to the concerned officer for counter signature periodically.
11. A monthly maintenance report in duplicate should be prepared by the contractor and should be submitted along with bill/ invoice.
12. The contractor should provide industrial uniform dress, electrical safety shoes to the electrician deputed for this work. If it is found that any employees of the contractor working without proper uniform & safety shoes, he will be immediately deported from ZGA premises and an immediate replacement should be provided by the contractor.
13. The contractor and their workmen should take all safety precautions as per standard procedure while attending any maintenance job.
14. The electricians to be deputed for this work shall be fully qualified as per the Indian Electricity Act and other prevailing guidelines.
15. All tools & equipments including ladders, safety belts and other safety gears required for executing this AMC should be provided by the contractor.
16. All persons deputed to work for this AMC should take all standard safety precautions. This department will not be responsible for any accident happens while doing any job and no compensation will be paid for any such unfortunate incidents.

17. Contractor should obtain photo passes for their employees for executing this job. All such photo passes should be returned to security department immediately on completion of the contract.
18. No advance payment will be made for the execution of the work. The contract amount mentioned would be firm and final throughout the currency of the contract. No revision will be permissible.
19. At the end of each monthly service, payment shall be made on pro-rata basis.
20. Any delay in execution of the work, which is attributable to the contractor, is liable for penalty @  $\frac{1}{2}$  % per week (max 10%) will be imposed on the contractor

AFFIDAVIT – “Y”

(To be furnished in Non Judicial Stamp paper of Rs. 100.00 (Rupees Hundred Only) of appropriate value duly notarized)

Subject: Name of the Work with Tender reference no. \_\_\_\_\_

Reference: (N.I.T No.) \_\_\_\_\_

Dear Sir / Madam,

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.

Date: \_\_\_\_\_

Signature of authorized officer of the firm: \_\_\_\_\_

Title & Capacity of the officer: \_\_\_\_\_

Name of the Firm with Seal: \_\_\_\_\_

Enclosure:

(1) Statutory Documents

(2) Non Statutory Documents

  
**Director**  
**Zoological Garden, Alipore**  
Director  
Zoological Garden, Alipore