

E-Tender for Selection of bonafide agencies/companies/firm etc., including consortium and partnership firms to undertake the work of Supply of Manpower

NIT No: WBFBCCCR/NIT-2/2026-27 vide Memo No. 1637/WBFBCCCR/3-1(1)/26-27
Date: 21.09.2026

Office of the Chief Project Director, WB-FBCCCR

**West Bengal Forest and Biodiversity Conservation Society,
Block - LB 2, Sector – III, Salt Lake City, Kolkata – 700106,
wbfbcccr@gmail.com**

Contents

1.	Section - A	3
1.1	Important dates in connection with this bid	3
2.	Section - B.....	4
2.1	Introduction and Invitation of Bids	4
2.2	Name and address of the authority	4
2.3	Contact person.....	5
2.4	Minimum Eligibility Criteria.....	5
2.5	Instruction to the bidders for pursuing the e-tender.....	5
2.6	Submission of Technical Bids	6
2.7	Submission of Financial Bids.....	6
2.8	Addendum/amendments/corrigendum.....	7
2.9	Important Instruction to the Bidder.....	7
2.10	Period of Contract	7
2.11	Documents to be uploaded.....	8
3.	Section - C.....	9
3.1	Position and numbers.....	9
3.2	Eligibility criteria for manpower required	10
3.3	Minimum gross salary of personnel.....	11
3.4	Leave Policy.....	16
4.	Section - D	17
4.1	Guidelines for Preparation of Proposals	17
4.2	(Earnest Money Deposit)	17
4.3	Forfeiture of EMD by WBFBCS.....	17
4.4	Validity of Proposal	17
4.5	Number of Proposals	17
4.6	Language.....	17
4.7	Currency.....	18
4.8	Evaluation of bids	18
4.8.1	Tender Fees and Bid Security	18
4.8.2	Part 2 (Pre-Qualification Criteria)	18
4.8.3	Opening and Evaluation of Technical Bids.....	18
4.8.4	Opening and Evaluation of Financial Bids	18
4.8.5	Technical Bid Evaluation Criteria	18
4.8.6	Contract Agreement.....	19
4.8.7	Security Deposit.....	19
4.8.8	Deployment of Manpower.....	20
4.8.9	Contract/Work Order.....	20
4.8.10	Submission of Performance Guarantee	20
4.8.11	Terms of Payment	20
4.8.12	Additional Information to the Bidders	20
4.8.13	Force Majeure	21
4.8.14	penalty	22
4.8.15	Repeat Order	22
4.8.16	Termination.....	22
4.8.17	Arbitration.....	22
4.8.18	Jurisdiction.....	23
5.	Section – E.....	24
5.1	Appendix - 1.....	24
5.2	Appendix - 2.....	25
5.3	Appendix - 3.....	26
5.4	Appendix - 4.....	27
5.5	Appendix - 5.....	28
5.6	Appendix - 6.....	31

1. Section - A

1.1 Important dates in connection with this bid

Sl. No	Particular(s)	Date & Time
1.	Date of Publishing of e-Tender	25.09.2026 at 11.00 AM
2.	Documents download / sale start date (<i>online</i>)	25.09.2026 at 12.00 PM
3.	Bid submission start date (<i>online</i>)	25.09.2026 at 01.00 PM
4.	Bid Submission closing date (<i>online</i>)	27.10.2026 at 05.00 PM
5.	Bid opening date for Technical Proposals (<i>online</i>)	30.10.2026 at 12.00 PM onwards
6.	Date of uploading list for Technically Qualified Bidder (<i>online</i>)	To be notified later on
7.	Date & Place for opening of Financial Proposal (<i>online</i>)	To be notified later on
8.	Date of uploading of list of bidders along with their rates through (<i>online</i>), also if necessary for further negotiation through.	To be notified later on

2. Section – B

2.1 Introduction and Invitation of Bids

West Bengal Forest and Biodiversity Conservation Society (WBFBCS) is a Society under Forest Department, Govt. of West Bengal, registered under Societies Registration Act has been authorized by the Govt. of West Bengal to implement a Japanese ODA loan assisted project named “The Project for Forest and Biodiversity Conservation for Climate Change Response in West Bengal” during the period 2023-24 to 2030-31. The project will be implemented throughout the state of West Bengal by 34 Forest Divisions (DMUs) and 90 Forest Ranges (FMUs).

The Society (WBFBCS) invites online proposals under two-bid system from reputed and experienced agencies for Supply of Manpower on contract basis to be deputed at different locations in the State of West Bengal.

Details of the project:

Tender No.	Particulars of Work	Location	Total Project Cost (Rs.) (excluding Service charge & GST)	Earnest Money 2% of Total Project Cost	Security Deposit 3% of Total Project Cost
WBFBCCR/ NIT-2/2026-27	E-Tender for Selection of bonafide agencies/companies/firm etc., including consortium and partnership firms to undertake the work of Supply of Manpower	All over West Bengal	7,41,83,856.00	14,83,677.00	22,25,516.00

Interested agencies are required to submit proposals including Technical and Financial Proposals (Percentage of Service Charge over the project cost). The bids are to be submitted online on www.wbtenders.gov.in. The technical bids shall be opened online as per attached schedule, assessed for their eligibility and if found eligible shall be evaluated as per evaluation criteria described later in the NIT. After Technical evaluation of Bids, the Financial Bids shall be opened of only those bidders who qualify in technical evaluation. The reputed firms/agencies may download the Tender Form from the govt. Portal www.wbtenders.gov.in.

The bid security (EMD) @ 2 % of tender value i.e. ₹14,83,677.00 as Bid Security (EMD) at the time of uploading the bids in e-tender portal. The bidder has to pay EMD amount by NEFT/RTGS/DD/Online in favour of “**West Bengal Forest and Biodiversity Conservation Society payable at Kolkata**” in A/c No. 066322010002279 of West Bengal Forest and Biodiversity Conservation Society, Union Bank of India, NUJS Campus Branch, Sector-III, Kolkata-700106, IFSC – UBIN0906638.

The criteria of selection as well as rejection is defined in the tender document.

The bid shall remain valid for 365 days from the date of opening of Technical bid. Any future clarification and /or corrigendum(s) shall be communicated through tender section on the govt. Portal www.wbtenders.gov.in. The validity of the bid may be extended if required and agreed by bidders.

2.2 Name and address of the authority

Sh. Amitabh Vibhakar Mishra, IFS,
Chief Project Director,
The Project for Forest and Biodiversity Conservation for Climate Change Response in West Bengal (WB-FBCCCR),

West Bengal Forest and Biodiversity Conservation Society,
Block - LB 2, Sector – III, Salt Lake City, Kolkata - 700106

2.3 Contact person

For any Clarifications, contact

Smt. Niranjita Mitra, WBFS, Joint Project Director (Administration, Finance and Coordination), WB-FBCCCR, e-mail – wfbcccr@gmail.com

2.4 Minimum Eligibility Criteria

The prospective bidder must have the below listed minimum eligibility criteria to participate in the bidding process.

- 2.4.1 The bidder should be either a company registered under Indian Companies Act, 1956 or 2013 OR a partnership firm registered under Indian Partnership Act, 1932 OR a company registered under the Limited Liability Partnership (LLP), Act, 2008. Consortium is not allowed.
- 2.4.2 The copy of Articles of Association (AOA) by Ministry of Corporate Affairs (MCA) under the Companies Act 2013.
- 2.4.3 The copy of the Memorandum of Association (MOA) of the company.
- 2.4.4 Company should have been in existence for not less than 10 years as per Incorporation Certificate/ Trade License.
- 2.4.5 The bidding agency must have an Annual Turnover of minimum of Rs. 7 crore during last three (3) years during Financial Years 2025-26, 2024-25, 2023-24. The bidder should upload audited balance sheet or a single page consolidated report signed by chartered accountant indicating the year wise turn over.
- 2.4.6 The bidder should have at least 2 projects of supplying Manpower to the Central/ State Government/ PSUs in India during last 5 years with minimum value of Rs 7.0 crore each (Copy of completion certificate/credentials is only acceptable).
- 2.4.7 The firm should have been in profit in at least one of the last three years i.e. 2025-26, 2024-25, 2023-24.
- 2.4.8 The agency must be having at least Four hundred (400) persons deployed on its payroll at present.
- 2.4.9 The bidder should have valid registration of Employees Provident Funds Organization (EPFO) and Employees State Insurance Corporation (ESIC).
- 2.4.10 The bidder should have valid license issued by Labour Commissioner / Appropriate authority of Government of West Bengal for manpower deployment under Contract Labour (R&A) Act, 1970.
- 2.4.11 The bidder must have valid Trade License, P. Tax, PAN, TAN and GST.
- 2.4.12 The Bidder should not be under a Declaration of Ineligibility for corrupt or fraudulent practices with any Government departments/ agencies/ ministries or PSU's and should not be blacklisted by any government departments/agency/Ministries or PSUs. The bidder must upload a self-certified declaration.

2.5 Instruction to the bidders for pursuing the e-tender

- 2.5.1 Eligible bidders shall participate in tender online through the government e- procurement portal only at <http://wbtenders.gov.in>. No need to submit any hard copy of any document to WBFBCS office. Tender shall be a two-stage bidding system:

- Technical bid

➤ Financial bid

- 2.5.2 Bidders willing to take part in the process of e-tendering are required to obtain a valid Class 3 Digital Signature certificate (DSC) from any of the certifying authorities, enlisted by Controller of Certifying Authorities (CCA) at <http://cca.gov.in>.
- 2.5.3 Bidding will be conducted through the domestic competitive bidding procedures as per the provisions of Bid Document and the contract shall be executed as per the provisions of the terms of Contract.
- 2.5.4 Bid Security shall be paid as directed in 2.1.
- 2.5.5 The Bidding Documents are meant for the exclusive purpose of bidding against this specification and shall not be transferred to any other party or reproduced or used otherwise for any purpose other than for which they are specifically issued.
- 2.5.6 Downloaded NIT, Bid Document are to be uploaded back and digitally signed as a part of technical bid, and as a proof of acceptance of all terms and conditions in NIT and Bid Document.

2.6 Submission of Technical Bids

Bids are to be submitted online through the e-tender portal as prescribed in this document. All the documents uploaded by the bidder form an integral part of the contract. Bidders are required to upload all the bidding documents along with the other documents, as asked for in the Bid, through the above website and within the stipulated date and time mentioned in the Tender.

Tenders are to be submitted in two COVERS at a time for the work, one for Technical Proposal and the other for Financial Proposal. The Bidder shall carefully go through the requirements and prepare the required documents to be uploaded. The bidder shall scan all the documents before uploading and all scanned documents shall be in Portable Document Format (PDF). The scanned documents shall be uploaded in the designated locations of Technical Bid and Financial Bid, as prompted by the e- Procurement website.

The Bidder should ensure that the documents uploaded are virus scanned and digitally signed using the Digital Signature Certificate (DSC). Bidders shall specially take note of all the addendum/corrigendum if any related to the tender and upload the latest updates as part of the tender.

The Technical Bid should contain scanned copies and/or declarations in the following standardized formats.

My Document

All the required and appropriate documents /certificates related to minimum eligibility criteria and Technical Scoring sheet are to be uploaded with digital signature in the "My Document" COVER option available after login in the e-procurement portal <http://wbtennders.gov.in>. Bidders are requested to scan the necessary documents in PDF. "My Document" shall be populated prior to real time bidding so that the uploaded documents/certificates stored in "My Document" could be appropriately clubbed / Checked for incorporation in the Bid during real time bidding.

An indicative organization of "My Document" COVER and the related documents are indicated here under.

2.7 Submission of Financial Bids

2.7.1 Financial Bid

The Bidder needs to fill up their name and rates for all the items in the designated Cells of the downloaded BOQ for the related work and upload the same in the designated location of Financial Bid. Document to be submitted in the Financial Bid is: BoQ in .xls format.

Note: Bill of Quantity (BoQ) i.e. Price schedule, which is the Rate quoting sheet in MS- Excel shall be downloaded, filled up properly and uploaded in the financial bid after digital signing. The Bidder shall always open the BoQ sheet with Macros Enabled. The Bidder shall quote rates of agency charge in percentage only (up to the ceiling of 10%), for all items in the Bill of Quantity (BoQ). Other components like salary and GST etc. will be fixed. Bidder quoting agency charge more than 10% would be summarily rejected.

2.7.2 BoQ (Price Schedule) Tampering

The BoQ (Price schedule) as specified in this document is meant for downloading by the Bidders for filling up the relevant fields stipulated for rates & bidder's particulars that leads to eventual uploading as Financial Bid. The BoQ Excel Sheet is Macro enabled and working with the Sheet requires the Macro to be allowed/enabled to run.

Bidders are hereby requested not to tamper the format of BoQ Excel Sheet, make copies and work in a copied Sheet or break through the default Work-Sheet Security. Such BoQs with stated violations will be treated as Tampered BoQs and Bids uploaded with Tampered BoQs will be summarily rejected.

2.8 Addendum/amendments/corrigendum

Before the last date for uploading of Tenders, the authority may modify any of the Contents of the Tender Notice, Tender documents by issuing amendment/ Addendum/corrigendum.

Any addendum/amendments/corrigendum issued by the authority shall be part of the tender Document and it shall be published in the e-procurement portal at <http://www.wbtenders.gov.in>. Registered Bidders shall be notified of the related Corrigendum(s) by e-mail. However, the WBFBCS shall bear no responsibility or liability arising out of non-receipt of the same in time or otherwise. Bidders are requested to visit the site frequently in order to keep themselves updated for taking further course of action from their end.

2.9 Important Instruction to the Bidder

- 2.9.1 Bidder shall take separate printout of whole NIT document and appendices and shall fill the necessary information & put signature with stamp/seal, and then scan them into PDF. Finally, those documents should be uploaded (with digital signing) in Bidder's COVER "My Document". If any of the certificates/documents furnished by the Bidder, are found to be false / fabricated / bogus, the bidder will be liable for blacklisting and their EMD will be forfeited.
- 2.9.2 The concerned company/firm who stands blacklisted/banned /debarred either by Tender inviting authority or Govt. of West Bengal or by any other State/ Central Govt. and its procurement agencies on the date of bid submission shall not be eligible to participate in the tender.
- 2.9.3 Bid Opening: The Bid will be opened online by the designated Bid Openers at the office of CPD, WB-FBCCCR at the Time, Date and Venue as specified in the Bid Documents.
- 2.9.4 Bid will be evaluated against the specified parameters / criteria set out in this document. The result of bids evaluation can be seen in the e-Procurement application <https://wbtenders.gov.in> by all the bidders who participated in the bid.
- 2.9.5 Tendering Authority reserves the right to cancel/withdraw this tender without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

2.10 Period of Contract

The contract will be for one (01) year, extendable for a period of around three (03) years from the date of Signing of the Agreement during the implementation of "The Project for Forest and Biodiversity Conservation for Climate Change Response in West Bengal" (WB-FBCCCR), as per performance of the agency to the satisfaction of WBFBCS, however, the performance will be internally assessed from time to time by the WBFBCS and the WBFBCS will be free to terminate the contract at any time, in case of failure on part of the service provider to deliver services as per conditions and to the satisfaction of WBFBCS with a 01 month prior notice.

2.11 Documents to be uploaded

Sl.	Documents to be uploaded
1	Articles of Association (AOA) by Ministry of Corporate Affairs (MCA) under the Companies Act 2013
2	Memorandum of Association (MOA) of the company
3	Certificate of Incorporation / Registration certificate/ Trade License.
4	Financial details: Audited Balance Sheets or consolidated auditor's certificate regarding annual turnover from the business.
5	Experience: all relevant completion certificates/credential certificates as per minimum eligibility criteria and Technical score conditions
6	Salary schedule of agency manpower for last 12 months
7	ITR for last 3 (three) years
8	GST return for the last 3 (three) years
9	Registration certificates under contract Labour (R&A) Act 1970
10	NIT Documents including Corrigendum, if published
11	Tax related document: copy of PAN, TAN and GST registration
12	EPF registration certificate with code No.
13	ESI registration certificate
14	Returns of EPF and ESI for last 3 (three) years
15	Appendices
16	Notarized copy of Undertaking by the Bidder Appendix – 1
17	Technical proposal
18	Financial Proposal (BoQ)
19	List of Arbitration cases (if any)
20	Details of managerial, supervisory and other staff
21	Any other document relevant to minimum eligibility as per Para 2.4
22	Proof of Local office in Kolkata
23	Sealed and Signed copy of whole NIT document (in every page) and appendices

3. Section – C: Scope of Work

3.1 Positions and numbers

WBFBCS requires manpower as per details given below. The said requirement is tentative and may increase or decrease.

Sl. No.	Position	Number
1	Accountant-cum-Cashier (DMU)	11
2	M&E Technical Coordinator	30
3	JFM Coordinator	83
4	Livelihood Coordinator	83
5	Office Assistant (DMU)	27
6	Computer Operator (DMU)	8
7	Multi utility Person (PMU)	3
8	Extension Worker	120
9	Drivers (PMU)	3
10	Project Engineer (PMU)	1
11	Assistant Director (PMU)	1
12	MIS/GIS Officer (PMU)	1
13	Information, Education & Communication (IEC)/Knowledge Material Officer (PMU)	1
14	Business Development & Livelihood Officer (PMU)	1
15	Accounts Officer (PMU)	1
16	Authorized Range Officer (PMU)	1
17	Senior Executive Consultant (Department)	1
18	Office Management Expert (Department)	1
19	Computer Operator (Department)	2
	Total	379

3.2 Eligibility Criteria of Manpower Required

Sl. No	Position	Eligibility Criteria	Remarks
1	Accountant cum Cashier	Commerce Graduate with computer knowledge, Knowledge of working with computer and ability to work with Tally, MS office, Excel & PPT etc. Working knowledge in Computerized accounts & accounting software is preferable Experience of working as accountant preferably in mercantile account.	
2	M&E Technical Coordinator	Bachelor in Science/Tech./ Engineering /Geography, Knowledge of working with computers, Knowledge of GIS, Experience of working with ERDAS/ARC GIS or other GIS software	
3	JFM Co-Ordinator	Retired FR, DR/Fr, Forest Guards Ability to read and write Bengali/Nepali and English Experience of working with JFMCs and of PRA	To be selected in consultation with local DFO
4	Livelihood coordinator	Retired FR, DR/Fr, Forest Guards Ability to read and write Bengali/Nepali and English Experience of working with JFMCs and of PRA	To be selected in consultation with local DFO
5	Office Assistant	Graduate with computer Knowledge, typing skills with minimum speed of 50 words per minute & ability to work with MS Office Excel & Ppt. etc.	
6	Computer Operator	Graduate with computer Knowledge, typing skills with minimum speed of 50 words per minute & ability to work with MS Office Excel & Ppt. etc.	
7	Multi-utility Person	VIII Pass, Experience of office working Good physical standard	
8	Extension Workers	XII pass, must be an active member of the related FPC/EDC of the respective FMU. Preferably within 30 years of age, Knowledge of working with Computers/Commercial Accounts.	Essentially to be from one of the JFMCs of the Division where the project is being implemented. To be selected in consultation with local DFO
9	Drivers	Class VIII pass, Valid driving license issued by legally valid agency, Experience of driving LMV for 5 years or more, Knowledge of running repairs of LMV	
10	Project Engineer	B.Tech / B.E. in Civil Engineering from a recognized institution Work experience as Assistant Engineer or above in Central Govt. / State Govt. / PSU Institutions OR in any private sector which has worked in any Govt./PSU Projects or Public-Private Partnership (PPP) projects.	
11	Assistant Director	Retired ACF / DCF	

Sl. No	Position	Eligibility Criteria	Remarks
12	MIS/GIS Officer	Bachelor in Science / Tech / Engineering PG Diploma / M.Sc. in GIS & Remote Sensing Minimum 5 years of experience working with GIS & Remote Sensing projects in Central Govt. / State Govt. / PSU Institutions OR in any private sector which has worked in any Govt./PSU Projects or Public-Private Partnership (PPP) projects.	
13	Information, Education & Communication (IEC)/Knowledge Material Officer	Bachelor in Communication & Public Relation, Minimum of 5 years' experience , Proficiency with Computers	
14	Business Development & Livelihood Officer	Graduate with Training in Business Development / BBA, Proficiency with Computers	
15	Accounts Officer	Retired from Indian Audit & Accounts Department from Accounts Officer or above rank	
16	Authorized Range Officer	Retired from the post of Range Officer, Forest Department	

The minimum age of the personnel should be 18 years at the date of appointment and maximum age should be 45 years at the date of the appointment except Sl. No. 3, 4, 11, 15 and 16. In these cases minimum age for appointment is above 60 years and maximum is 65 years.

3.3 Minimum gross salary of personnel

Sl.No.	Position	Minimum gross monthly salary (excluding Service charge & GST) Rs.
1	Accountant-cum-Cashier (DMU)	20,760
2	M&E Technical Coordinator	25,282
3	JFM Coordinator	15,626
4	Livelihood Coordinator	15,626
5	Office Assistant (DMU)	15,624
6	Computer Operator (DMU)	18,577
7	Multi utility Person (PMU)	18,577
8	Extension Worker	12,567
9	Drivers (PMU)	18,735
10	Project Engineer (PMU)	41,631
11	Assistant Director (PMU)	41,633
12	MIS/GIS Officer (PMU)	41,631
13	Information, Education & Communication (IEC) /Knowledge Material Officer (PMU)	37,480
14	Business Development & Livelihood Officer (PMU)	41,631
15	Accounts Officer (PMU)	36,428
16	Authorized Range Officer (PMU)	31,224
17	Senior Executive Consultant (Department)	66,000

Sl.No.	Position	Minimum gross monthly salary (excluding Service charge & GST) Rs.
18	Office Management Expert (Department)	36,000
19	Computer Operator (Department)	18,577

N.B. Minimum Cost of Man power includes Basic Salary, EPF, ESI & EDLI on total of which the agency has to quote its proposed Services and Administration charges.

In case of retired employees minimum cost of manpower does not include EPF, ESI & EDLI as per relevant Government rules.

The successful bidder will have to provide the same as well at the same rates / terms and conditions as under

- All the engagement are purely temporary and there will be no right of the employee for any demand of making the engagement permanent.
- It may be noted that provisions of the Minimum Wages Act, 1948 and West Bengal Minimum Wages Rules, 1951 and their respective amendments up to date and all relevant Acts and Rules shall have to be strictly followed by the agency and wages paid in hand to the all the man power on their payroll shall be in agreement with the lowest wage rates notified from time to time by the Govt. of West Bengal. The selected agency must provide pay slip to the deputed manpower. If any unjustified deduction has been done from the minimum salary, strict action will be taken by the authority.
- The manpower will have to be supplied by the agency within 30 days of award of contract (as per the schedule) and as per requisition submitted by this office.
- All services shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria indicated for each category.
- The persons supplied by the Agency should be Indian citizen and should not have any Police records/criminal cases against them either in past or ongoing. The Agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. Before deployment, the character and antecedents of persons will be verified by the Service Provider through local police, collecting proofs of residence, driving license (in case of drivers), bank account details, previous work experience and recent photograph and a certification to this effect shall be submitted to this office. Report of the same will be provided by the service provider before engaging the personnel. The service provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The Service Provider shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request and provide their replacement immediately. A certificate to this effect should be submitted in the form of an Affidavit.
- The service provider shall engage necessary persons qualified and skilled in performing such services as per the eligibility criteria indicated for each category, as required by this office from time to time. The deployment of personnel is to be on monthly basis. The deployment/arrangement of the personnel should be in such a manner that there shall be no violations of any Rules as per Labour Laws.
- There is no Master and Servant relationship between the employees of the service provider and this office. Any dispute relating to labour shall be dealt with by the service provider directly and this office will not be a part of it at any stage.
- The service provider's person shall not claim any benefit / compensation / absorption / regularization of services from/in this office under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970 as modified from time to time. Undertaking from the persons to this effect shall be submitted by the service provider to this Department.
- There is no provision of transfer, accommodation etc. for the contractual persons.

- j) The service provider's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative / organizational matters of confidential / secret nature.
- k) The personnel engaged by the service provider's should be punctual, hardworking, meticulous, polite, cordial, positive and efficient. They should attend the office in proper dress and maintain the office decorum while on duty. Dress code for contractual employee (Male) is Shirts and Trousers and contractual employee (Female) is Saree/Salwar suits/ Shirts and Trousers. Jeans and T-shirts are not allowed for both Male and Female contractual employee. The service provider's personnel should follow official decorum and formal dress code while handling the assigned work. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by them. The agency shall be bound to prohibit and prevent any of their employees from being intoxicated while on duty, trespassing or acting in anyway detrimental or prejudicial to the interest of this Department. The decision of the Officer-in-charge of Department on any matter arising under the clause shall be final and binding on the agency.
- l) The minimum age of the personnel should be 18 years at the date of appointment and maximum age should be 45 years at the date of the appointment. In case of retired employees, minimum age for appointment is above 60 years and maximum is 65 years.
- m) The functional control over the personnel deployed by the Agency will rest with the WBFBCS, and the disciplinary / administrative / Technical control will be with the Agency.
- n) The service provider will ensure that the staff deployed is not replaced unless required by WBFBCS in which case the service provider will provide replacement maximum within 15 days after approval of WBFBCS. This office may require the service provider to dismiss or remove from the work place, any person or persons, employed by the service provider, who may be incompetent or for his/her/ their misconduct and the service provider shall forthwith comply with such requirements. The Service provider shall replace immediately any of its personnel, if they are unacceptable to this office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.
- o) The service provider has to provide Photo Identity Cards to the persons employed by him / her for carrying out the work. These cards are to be constantly displayed and their loss reported immediately.
- p) Compliance of all statutory requirements in respect of each personnel engaged during the currency of contract shall be the responsibility of the service provider.
- q) The agency will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including Minimum Wages Act, Employees Provident Fund Act, ESI Act, etc. and this office shall not incur any liability or any expenditure whatsoever on the persons employed by the agency on account of any obligation. The agency will be required to provide particulars of EPF & ESI of its employees engaged in this office. The Agency will comply with all statutory provisions of law, rules and regulations of Act and keep this office informed about any amendment in the law from time to time. The agency shall arrange issue of smart cards issued by ESIC, EPF to the personnel engaged and provide a copy of the same to this office.
- r) Subject to terms of this document, no variation in or modification of the terms of contract shall be made except by written amendment with mutual consent.
- s) The service provider shall ensure proper conduct of his person in office premises, and enforce prohibition of consumption of alcoholic drinks, gutkha, smoking and loitering without work.
- t) The service provider will submit the bill in triplicate in respect of a particular month in the first week of the succeeding month. The payment will be released within a month from the date of submission of claim, complete in all respects such as dated acquaintance roll, certificate given by the Officer In-Charge regarding attendance and production of documentary evidence towards P.F./ESI/Service tax, etc., in respect of its staff for the previous month. Tax if any shall be deducted at source as per the relevant Act.

- u) Service provider shall ensure that wages of all engaged personnel is paid by 7th of each month for the preceding month.
- v) The service provider will not charge any kind of administrative / registration charge / service charge from the deputed personnel.
- w) The service provider will also give undertaking that they will not adopt any malpractices at any stage of bidding / execution.
- x) In no case salary / wage payment to the deployed personnel would be correlated with the monthly bill / claim of the contractor, which are to be done / processed (or pending for payment) by WBFBCS i.e., if payment of contractor bill / claim is pending with WBFBCS due to unforeseen circumstances, the contractor will have to make payment of monthly wages to his deployed supporting staff in WBFBCS and will not have any right to stop / withhold the salary / wage payment of deployed supporting staff in WBFBCS.
- y) Payments to the service provider would be strictly on the basis of certification by the officer with whom the personnel is attached that his/her services are satisfactory and attendance as per the bill preferred by the service provider.
- z) No wage / remuneration will be paid to deployed persons for the days of absence from duty not covered by entitled leave. All the supporting staff deployed in WBFBCS will be paid their wages on monthly basis by the Service provider and the photocopies of salary slip will be submitted in WBFBCS.
- aa) The service provider will provide the required personnel for a shorter period also, in case of any exigencies as per the requirement of this office.
- bb) The service provider shall provide a substitute well in advance if there is any probability of any person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.
- cc) The service provider shall be contactable at all times and messages sent by phone / email / Fax / Special Messenger from this office shall be acknowledged immediately on receipt on the same day. The Service Provider shall strictly observe the instructions issued by the office in fulfilment of the contract from time to time.
- dd) This office shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service provider.
- ee) Employee should not be engaged in any kind of criminal activities/disputes during engagement period. This may lead to immediate termination of the said candidate.
- ff) If this office suffers any loss or damage on account of negligence, default or theft on the part of the employees / agents of the agency, then the agency shall be liable to reimburse to this office for the same. The agency shall keep this office fully indemnified against the damage by any staff engaged by the Agency. For any accident or casualty occurred during the course of working to any staff deployed by the Agency, the liability that will arise out of the accident will be borne by the Agency. The responsibility will remain with the Agency and this office will in no way be responsible for it or any other clause mentioned above.
- gg) The service provider shall engage the necessary person(s) as required by the WBFBCS from time to time. The said persons engaged by the service provider shall be the employees of the service provider and it shall be the duty of the service provider to pay their salary and other dues every month and thereafter claim reimbursement from the WBFBCS.
- hh) The service provider will be required to supply the manpower in Phase wise manner which will be specified in the agreement.
- ii) Working hours would be normally 8.0 hours per day from 10.00 a.m., including half hour lunch break during working days. However, the concerned person may have to work beyond office hours for which they will not be paid any extra remuneration excluding drivers, if there is any urgency. The persons deployed shall be punctual and shall abide by the directions of the Department in this regard.
- jj) The personnel may be called on non-working days (like Saturday, Sunday) and other Gazetted

holidays, if required, for which they will be paid as per existing norms. The Personnel will be entitled for leave as per existing Govt. Orders for contractual staff. Any absence beyond the entitled period will not be paid.

- kk) Escalation clause will not be applicable to the persons deployed on Minimum wages as the same will depend upon the revision of wages by the Govt. of West Bengal.
- ll) The claims in bills regarding Employees State Insurance, Provident Fund and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned monthly bill. A requisite portion of the bill / whole of the bill amount shall be held up till such proof is furnished, at the discretion of WBFBCS.
- mm) The Tax Deduction at Source (TDS) shall be deducted as per the provisions of Income Tax Act, as amended from time to time, and a certificate to this effect shall be provided to the agency by the Department.
- nn) **Period of Contract** The successful bidder will enter into an agreement with this office for supply of suitable and qualified manpower as per requirement of this office on these terms and conditions on Rs. 500/-non judicial stamp paper. The above stamp paper will be arranged by the bidder for execution of agreement. The Contract period will be for one (01) year commencing from the date of deployment of personnel to WBFBCS. However, WBFBCS will evaluate the performance of the service and will have the right to discontinue the contract on one month notice period. The Society may terminate the contract earlier also for violation of any condition of the contract or as per any other terms and conditions of the contract. The Authorities may consider extension of Contract further subject to satisfactory performance of the agency and such amendments as will be mutually agreed to.
- oo) The service provider shall not assign, transfer, pledge or sub-contract the performance of services without the prior written consent of this office.
- pp) The agreement can be terminated by WBFBCS by giving one month's written notice in advance. However, the agency is required to provide the manpower for the full period of contract.
- qq) If at any time during performance of the Contract, the Service Provider should encounter conditions impeding timely performance of Services, the Service Provider shall promptly notify the Procurer in writing of the fact of the delay, it's likely duration and its cause(s).
- rr) As soon as practicable after receipt of the Service Provider's notice, the Procurer shall evaluate the situation and may, at its discretion, extend the Service Provider's time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.
- ss) Except as provided under terms of this document, a delay by the Service Provider in the performance of its delivery obligations shall render the Service Provider liable to the imposition of penalty in terms of this document, unless an extension of time is agreed upon the application of penalty clause in terms of this document.
- tt) That on the expiry of the agreement as mentioned above, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the agency, it shall be the entire responsibility of the agency to pay and settle the same.
- uu) The bidder shall have to obtain all required license / permissions from the licensing authority of respective Department / Circle / Division / Other units before deployment of personnel in this office. It is the responsibility of the bidder to have all requisite and valid Registration Certificates, including registration with the Regional Labour Commissioner, EPF Registration, ESI Registration, Service Tax Registration, PAN Card and TAN, any other registration /permission required, etc.
- vv) Relevant documents in connection with ESI, EPF of the employee should be provided by the agency with immediate effect of engagement.
- ww) That if any amount is found payable by the bidders towards, wages, allowances and statutory dues in respect of personnel or any loss to WBFBCS office property, the successful bidder is liable to pay the same to WBFBCS. WBFBCS reserves the right to recover the deficit amount through other

modes of recovery as per law.

- xx) The WBFBCS may, without prejudice to any other remedy for breach of contract, by written notice (notice of 1 month) of default sent to the Service Provider, terminate the Contract in whole or part:
- i. If the Service Provider fails to perform the services within the period(s) specified in the order, or within any extension thereof granted by the Procurer; or
 - ii. If the Service Provider fails to perform any other obligation(s) under the Contract,
 - iii. If the service provider, in the judgment of the Procurer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

3.4 Leave Policy

The manpower resources deployed under the contract shall be entitled to leave as per prevailing Govt. orders for contractual staff amended time to time.

4. Section - D

4.1 Guidelines for Preparation of Proposals

The Bidder must comply with the following instructions during preparation of Proposals:

- a. The Bidder is expected to carefully examine all the instructions, guidelines, terms and condition and formats of the NIT Document. Failure to furnish all the necessary
- b. Information as required by the NIT Document or submission of a proposal not substantially responsive to all the requirements of the NIT Document shall be at Bidder's own risk and may be liable for rejection.
- c. The Proposal and all associated correspondence shall be written in English and shall conform to prescribed formats. Any interlineations, erasures or over writings shall be valid only if they are initialed by the authorized person signing the Proposal.
- d. The Proposal shall be signed by the Bidder or duly authorized person(s).
- e. No Bidder is allowed to modify, substitute, or withdraw the Proposal after its submission.

4.2 Earnest Money Deposit

The Bidder shall pay **2% of the tender value i.e. ₹14,83,677.00** as Bid Security (EMD) at the time of uploading the bids in e-tender portal. The bidder has to pay EMD amount by NEFT/RTGS/DD/Online in favour of **"West Bengal Forest and Biodiversity Conservation Society payable at Kolkata"** in A/c No. **066322010002279 of West Bengal Forest and Biodiversity Conservation Society, Union Bank of India, NUJS Campus Branch, Sector-III, Kolkata-700106, IFSC – UBIN0906638.**

The copy of the Deposit Documents should be submitted alongwith tender documents. The original DD should be submitted to the office in sealed condition in the tender box within the timeframe of closing of the tender.

The Bid Security of unsuccessful Bidders, except the second ranked Bidder will be returned to them after receiving an application from them within a reasonable period of time. However, the Bid Security of first and second ranked Bidder shall be returned on signing of the Concession Agreement by the Successful Bidder.

4.3 Forfeiture of EMD by WBFBCS

- i. The Bidder withdraws its Bid after the Proposal Due Date.
- ii. Preferred Bidder fails to accept the Work Order within the time provided for the same.
- iii. Preferred /Successful Bidder fails to pay the Bid Value within the time specified for it.
- iv. Successful Bidder fails to execute the Agreement within the stipulated time period.

4.4 Validity of Proposal

Proposals shall remain valid for a period not less than 365 days from the Proposal Due Date. WBFBCS reserves the right to reject any Proposal, which does not meet this requirement. The validity of the bid may be extended if required and agreed by bidders.

4.5 Number of Proposals

Each Bidder shall submit one and only one (1) Proposal in response to this NIT. Any Bidder, which submits or participates in more than one Proposal will be disqualified from all its bids and will also cause the disqualification of the Bids as a Bidder / Consortia of which it is a member, as the case may be.

4.6 Language

The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by Bidder with the Proposal in any other official language should be accompanied by appropriate translations of the pertinent passages in the English

language duly and appropriately certified. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

4.7 Currency

The currency for the purpose of the Proposal shall be the Indian Rupee (INR).

4.8 Evaluation of bids

4.8.1 Tender Fees and Bid Security

Bidders who have not paid EMD/not submitted the document related to EMD submission will not be considered for further evaluation.

4.8.2 Opening and Evaluation of Technical Bids

The Tender Committee would evaluate the pre-qualification criteria. Bidders should be ready to give any clarification asked by the Tender Committee. If the Bidder does not fulfil all the conditions mentioned in the pre-qualification criteria, his Technical bid will not be considered for further evaluation.

4.8.3 Opening and Evaluation of Financial Bids

Financial bids of only technically qualified bidders shall be evaluated. The bids, found lacking in strict compliance to the commercial bid format (BOQ Template) shall be rejected straightaway.

4.8.4 Selection of L1 Bidder

The bidder will be selected by BoQ method. The lowest financial bidder amongst the successful bidders after technical evaluation will be selected as L1 Bidder.

4.8.5 Technical Bid Evaluation Criteria

Sl. No.	Technical Evaluation Criteria	Max. Marks
	Qualifying	
1	Articles of Association (AOA) by Ministry of Corporate Affairs (MCA) under the Companies Act 2013	Yes/No
2	Memorandum of Association (MOA) of the company	Yes/No
3	Certificate of Incorporation / Registration certificate/ Trade License.	Yes/No
4	Financial details: Audited Balance Sheets or consolidated auditor's certificate regarding annual turnover from the business.	Yes/No
5	Experience: all relevant completion certificates/credential certificates as per minimum eligibility criteria and Technical score conditions	Yes/No
6	Salary schedule of agency manpower for last 12 months	Yes/No
7	ITR for last 3 (three) years	Yes/No
8	GST return for the last 3 (three) years	Yes/No
9	Registration certificates under contract Labour (R&A) Act 1970	Yes/No
10	NIT Documents including Corrigendum, if published	Yes/No
11	Tax related document: copy of PAN, TAN and GST registration	Yes/No
12	EPF registration certificate with code No.	Yes/No
13	ESI registration certificate	Yes/No
14	Returns of EPF and ESI for last 3 (three) years	Yes/No
15	Appendices	Yes/No

16	Notarized copy of Undertaking by the Bidder Appendix - 1	Yes/No
17	List of Arbitration cases (if any)	Yes/No
18	Details of managerial, supervisory and other staff	Yes/No
19	Any other document relevant to minimum eligibility as per Para 2.4	Yes/No
20	Proof of Local office in Kolkata	Yes/No
	Scoring	
1	Average annual turnover of FY 2025-26, 2024-25, 2023-24: More than Rs 7.0 Cr but less than Rs 10.0 Cr = 15 marks, More than Rs 10.0 Cr but less than Rs 12.5 Cr = 20 marks, More than Rs 12.5 Cr = 25 marks (audited financial statement)	25
2	The agency having experience of supplying manpower to any State Government/ Central Govt. / PSU in India during last 5 years with minimum value of Rs 7.0 crore each. 2 projects = 15 marks, 3 projects = 20 marks, 4 projects = 25 marks (enclose completion certificates / credentials)	25
3	Years of existence of the agency: Between 10 years to 12 years = 15 marks Between 13 years to 15 years = 20 marks, More than 15 years = 25 marks (certificate of incorporation)	25
4	The agency having manpower on its payroll: More than 400 but less than 450 = 15 marks, More than 450 but less than 500 = 20 marks, More than 500 = 25 marks (Salary schedule of agency for last 12 months to be uploaded)	25
Total Marks		100

Bidders securing Technical score of 60 or above, will qualify for the evaluation in the financial bid.

In exceptional circumstances, to be recorded in writing, the Evaluation Committee may recommend lower/higher qualifying marks.

4.8.6 Contract Agreement

The successful Service Provider will have to enter into the Contract Agreement on a non-judicial stamp paper of Rs 500/- within 15 days of acceptance of offer (NoA), failing which the NoA may be cancelled.

4.8.7 Security Deposit

The successful Service Provider will have to deposit a Performance Security Deposit (PSD) of 03% (Three percent) of the project cost, within 15 days of receiving the Letter of Acceptance through NEFT/RTGS/DD/Online mode in favour of **“West Bengal Forest and Biodiversity Conservation Society payable at Kolkata”** in A/c No. 066322010002279 of West Bengal Forest and Biodiversity Conservation Society, Union Bank of India, NUJS Campus Branch, Sector-III, Kolkata-700106, IFSC – UBIN0906638.

The EMD deposited earlier can be transferred as Performance Security Deposit on request of the agency.

The limit /period of performance security deposit will be enhanced/renewed as may be warranted under the prevailing circumstances during the currency of contract or as the case may be. PSD will be returned to the service provider (without interest), after 90 days of all contractual obligations. Before releasing of PSD, the service provider will submit the proof of payment of all dues, including maternity benefit, compensation of any form, annual bonus, etc. paid to the employee deployed by him for more than 30 days. The Service provider shall keep WBFBCS indemnified at all stages. On this account, the bidder must have to obtain the NOC from the WBFBCS after all contractual obligations.

4.8.8 Deployment of Manpower

The selected agency will deploy manpower at WBFBCS as per the manpower minimum eligibility criteria, work experience etc. mentioned in this NIT. WBFBCS will take interview of the prospective Manpower before the deployment of manpower to ensure the suitability of the manpower. During the engagement of the Manpower, if it is found that any Manpower's performance is not satisfactory, WBFBCS will request the selected agency for replacement of the manpower within one month starting from the intimation sent.

4.8.9 Contract / Work Order

On selection of the agency and acceptance of financial quote submitted by the selected agency, a Letter of Acceptance would be issued to the agency by WBFBCS. On receipt of Letter of Acceptance, the agency would submit a letter of acceptance along with a performance guarantee as detailed in this tender document within 15 working days and sign an Agreement with the employer. After signing of Agreement, the formal work order will be issued to the Agency.

4.8.10 Submission of Performance Guarantee

The selected agency will execute a Performance Guarantee for 3% of the one-year contract value in the form of Bank Guarantee from a Scheduled Bank in acceptable form to the Chief Project Director, The Project for Forest and Biodiversity Conservation for Climate Change Response in West Bengal, Block-LB 2, Sector-III, salt Lake City, Kolkata-700106. In case of any deficiency and unsatisfactory performance by the respective manpower, the Performance Guarantee is liable to be invoked and the payment due to the agency would be withheld. No interest will be paid by the WBFBCS on the Performance Guarantee.

4.8.11 Terms of Payment

- i. Advance payment will **not** be allowed.
- ii. Payment to the selected agency would be made on bi-monthly basis.
- iii. On completion of two month, the agency would submit an invoice in triplicate with supporting documents, if any, to the WBFBCS for payment. After completion of the due procedures, in the WBFBCS, payment will be made by Cheque /electronic transfer of funds to the bank account of the agency concerned in Rupees.
- iv. Taxes / GST as applicable will be paid on actual.
- v. TDS will be deducted as per relevant norms.
- vi. For facilitating Transfer of funds, the selected bidder will be required to indicate the name of the Bank & Branch, account no. (i.e. bank name, IFSC Code and Bank A/c No.) and also forward a cheque leaf duly cancelled, to verify the details furnished. These details should also be furnished on the body of every bill submitted for payments by the agency.

4.8.12 Additional Information to the Bidders

- i. Period of validity of the Tender is 365 days from the closing date of the Proposal. The validity of the bid may be extended if required and agreed by bidders.
- ii. WBFBCS is however not bound to accept any tender or assign any reason for non- acceptance. **Conditional, erroneous and incomplete Bids will be rejected** outright.
- iii. WBFBCS reserves its right to summarily reject offer received from any Agency on national security considerations, without any intimation to the bidder.
- iv. Agencies submitting proposals will not be permitted to alter or modify their bids after expiry of the deadline for receipt of bids.

- v. WBFBCS reserves its right not to accept bids from Agencies resorting to unethical practices or on whom investigation/enquiry proceedings have been initiated by Government Investigating Agencies / Vigilance Cell.
- vi. Any amendments / corrigendum to the NIT document would be uploaded on www.wbtenders.gov.in.
- vii. The manpower agency shall specifically ensure compliance of various Labour Laws/Acts including but not limited to with the following and their re- enactments/amendments/modifications.
- The payment of wages Act 1936
 - The Employees Provident Fund Act, 1952
 - The Factory Act, 1948
 - The Contract Labour (Regulation) Act, 1970
 - The Payment of Bonus Act, 1965
 - The Payment of Gratuity Act, 1972
 - The Employees State Insurance Act, 1948
 - The Employment of Children Act, 1938
 - The Motor Vehicle Act, 1988
 - The Minimum Wages Act, 1948
- viii. Income Tax/TDS/ GST (applicable Taxes) as per rules shall be deducted from the bills of the contractor as per applicable laws.
- ix. The contractor should maintain all the records and documents under various labour laws applicable to contract labours/personnel and also Shops & Establishment Act/Rules applicable to his/her establishment and make them available at the WBFBCS at all times. Indicative list of such records is given for example: (a) Register for Workmen, (b) Employment card (to be issued to workers), (c) Muster Roll, (d) Register for wages, (e) wage slip, (f) OT register etc.
- x. The above records and the following returns filed by the contractor have to be produced to the WBFBCS on demand and original/photocopies of these records should be handedover after completion of the contract.
- Return in form 5, 10 & 12 A which is submitted monthly under the provisions of the Employees' Provident Funds & MP Act, 1952.
 - Summary of contribution (form 5) under sec. 44 Regulation 25 of the ESI Act, 1948. also the return filed under sec. 44, Regulation 26 of the said act along with the monthly return.
 - Half yearly return in form XXIV under Rule 82(1) of the Contract Labour (R&A) Act, 1970.
 - Annual return filed in form 3A/6A under the Employee's Provident Funds & MP Act, 1952.
 - Annual Return in form III Rule 21(4 A) of the Minimum Wages Act, 1948
 - Any other applicable return
- xi. The contractor should ensure payment of wages to his workmen on or before 7th of every succeeding month.
- xii. The contractor shall ensure that the payment of wages to his workmen deployed for carrying out his contractual obligations shall not be less than the minimum wages prescribed by the Govt.
- xiii. The agency would indemnify WBFBCS against any claim of copyright violation / plagiarism etc.

4.8.13 Force Majeure

Neither party will be liable in respect of failure to fulfill its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the State. Force Majeure shall not include any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations here under. Force Majeure shall not include insufficiency of funds or manpower or inability to make any payment

required for execution of services under this Contract.

A Party affected by an event of Force Majeure shall immediately notify the other Party of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

4.8.14 Penalty

The Performance Guarantee submitted by the agency shall be liable to be forfeited in full or part in case of delay in deployment/replacement of man power by the agency, besides other action, including black listing of the agency as may be deemed fit by the WBFBCS, as per the details given below:

Delay in deployment of manpower	Penalty clause
Deployment of manpower within 30 days from the date of work order	No penalty
More than 30 days from the date of work order	2 % of the one-year work order value of that particular manpower

4.8.15 Repeat Order

WBFBCS may place order for supply of additional similar kind of manpower in future in same rate if the agency agrees to same terms and conditions mentioned in this NIT.

4.8.16 Termination

WBFBCS may terminate the Contract of the agency in case of the occurrence of any of the events specified below:

- i. If the Agency becomes insolvent or goes into compulsory liquidation.
- ii. If the Agency, in the judgment of WBFBCS, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- iii. If the Agency submits WBFBCS a false Statement which has a material effect on the rights, obligations or interests of WBFBCS.
- iv. If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict-of-interest of WBFBCS.
- v. If the Agency fails to provide the quality services as envisaged under this Contract. Reasons for the same would be recorded in writing.
- vi. If the agency fails to provide manpower within 60 days of work order/requisition.
- vii. In case of such an occurrence WBFBCS shall give a written advance notice, not exceeding one (1) month before terminating the Contract.

4.8.17 Arbitration

- i. In event of any dispute or difference between the WBFBCS and the Agency, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by WBFBCS on the recommendation of the Forest Department, Govt. of West Bengal. The provision of Arbitration and Conciliation Act, 1996 (No.26 of 1996) as amended in 2015 shall be applicable to the arbitration. The Venue of such arbitration shall be at Kolkata or any other place, as may be decided by the arbitrator. The language of arbitration proceedings shall be English. The arbitrator shall make an award (the "Award"), which shall be final and binding on WBFBCS and the Agency to the agreement. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.
- ii. Pending the submission of and /or decision on a dispute, difference or claim or until the arbitral award is published; WBFBCS and the Agency shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

4.8.18 Jurisdiction

The contract shall be governed by laws of the State of West Bengal and all Government rules on purchase matter issued from time to time and are in force for the time being.



Shri Dharmdeo Rai, IFS
Chief Conservator of Forests and Project Director
(Administration, Finance and Coordination)
WB-FBCCCR Project

5. Section – E

5.1 Appendix - 1

Undertaking by the Bidder

1. This is to certify that I on behalf of M/sbefore signing this tender have read and fully understood all the terms and conditions of this tender read along with clarifications and undertake that M/s..... will abide by them un conditionally and to the satisfaction of WBFBCS.
2. M/s..... have not been black-listed by Central/State Governments/ PSUs at any point of time. There have been no criminal proceedings /conviction against the bidder at any point of time.
3. None of the Full time Directors of the Bidder has any relative working in WBFBCS as defined in clause 4 of this document.
4. M/s..... has not adopted any malpractices at any stage of bidding/ execution.
5. M/s..... have local office in Kolkata to ensure satisfactory fulfilment of contractual obligations [Clause 2.11] at

Signature of the authorised signatory

Name of the Bidder:

Authorized Signatory:

Name:

Seal:

Date:

Place:

5.2 Appendix - 2

Details of Bidder

1. Bidder's information:

(a) Name:

(b) Country of incorporation:

(c) Address of the corporate headquarters and its branch office(s), if any, in India:

(d) Date of incorporation and/ or commencement of business:

2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in this Project:

3. Details of individual(s) who will serve as the point of contact/ communication for WBFBCS:

(a) Name:

(b) Designation:

(c) Company:

(d) Address:

(e) Mobile Number:

(f) E-Mail Address:

4. Kolkata office Address:

5.3 Appendix - 3

Bid-Undertaking

To,
The Chief Project Director,
The Project for Forest and
Biodiversity Conservation
for Climate Change
Response in West Bengal
(WB-FBCCCR), Block –
LB 2, Sector-III, Salt Lake
City, Kolkata-700106.

Madam / Sir,

This has reference to the West Bengal Forest and Biodiversity Conservation Society (WBFBCS) NIT No..... dated for selection of agency for supply of manpower to WBFBCS.

In this context, I/we, as an authorized representative(s) of company, I/We certify that the agency will undertake the assignment, in accordance with the Scope of Work detailed in the NIT document and at the cost submitted by the agency in the financial proposal.

Thanking you,

Name of the Bidder:

Authorized Signatory:.....

Name:

Seal:

Date:

Place:

5.4 Appendix – 4

Certificate for Providing Qualified Manpower

To

The Chief Project Director,

The Project for Forest and Biodiversity Conservation for Climate Change Response in West Bengal (WB-FBCCCR), Block – LB 2, Sector-III, Salt Lake City, Kolkata-700106.

Subject: - Certificate for providing qualified manpower.

Madam / Sir,

This has reference to the WBFBCS NIT No..... dated for selection of agency for supply of manpower to West Bengal Forest and Biodiversity Conservation Society (WBFBCS).

In this context, I / We as an authorized representative(s) of company, certify that we shall be able to provide qualified dedicated man power for undertaking the work to be assigned by the authority of West Bengal Forest and Biodiversity Conservation Society (WBFBCS).

Thanking you,

Name of the Bidder:

Authorized Signatory:

Name:

Seal:

Date:

Place:

5.5 Appendix – 5

CHECKLIST OF DOCUMENTS SUBMITTED FOR TECHNICAL BID (To be duly filled in by the Bidder and submitted as a part of the technical bid)

Sl. No.	Documents to be submitted	Submitted	Not Submitted	Remarks
1.	Proof of payment of EMD			
2.	Signed and scanned copy of registration certificate of the bidding entity in support of eligibility criteria stated in Clause 2(i) above.			
3.	Signed and scanned copy of Article of Association, Memorandum of Association, aims and objectives of the bidding entity. Kindly highlight the relevant clause in the said documents stating that providing of specified Manpower is a part of the activity of the bidding entity in support of eligibility criteria stated in Clause 2(ii) above.			
4.	Signed and scanned copy of satisfactory work completion certificate from previous one or more clients in support of eligibility criteria stated in clause 2(iii) above.			
5.	List of name, address, telephone number. Mobile no. and email id of the said client(s) as stated in clause 5 above to be given.			
6.	Signed and scanned copy of valid registration with the concerned Labour department. [para 2(v)]			
7.	Signed and scanned copy of valid registration with ESIC as stated in para 2(v) above.			
8.	Signed and scanned copy of valid registration with EPF as stated in para 2(v) above.			
9.	Scanned copy of PAN / TAN as stated in para 2(v) above.			
10.	Signed and scanned copy of valid registration certificate for Service Tax / GST as stated in para 2(v) above.			
11.	Scanned copy of proof of having Office in Kolkata			

Sl. No.	Documents to be submitted	Submitted	Not Submitted	Remarks
12.	Undertaking by the Bidder as in Annexure – I duly filled in.			
13.	Checklist of Documents as in Annexure – II duly filled in			
14.	Acceptance letter as in Annexure-I duly filled in			
15.	List of name, address, telephone number. Mobile no. and email id of the said client(s) as stated in clause 5 above to be given.			
16.	Signed and scanned copy Certificate from a Chartered Accountant stating the following :- a) Solvency certificate in support of eligibility at clause 2(iv) above. Solvency certificate should not be more than one (1) month old from the last b) Date of submission of bid. Showing annual turnover of bidder for the years 2025-26, 2024-25, 2023-24. c) The bidder deposits EPF and ESI contributions as per rules / guidelines as applicable from time to time. d) The bidder is abiding by all statutory laws / rules / regulations / guidelines as applicable from time to time including submission of Income tax return, etc. e) The bidder has valid registration certificate from labour department for manpower deployed by it for its clients as stated in clause 2(v) above.			
17.	Signed and scanned copy of Board's resolution(s) in favour of authorised signatory of the bidder.			
18.	Signed and scanned copy of Attestation of the signature of the authorised signatory of the bidder by the Company Secretary / Bank of the bidding organisation.			

Sl. No.	Documents to be submitted	Submitted	Not Submitted	Remarks
19.	Signed and scanned corrigendum and clarification issued by WBFBCS to this tender, if any, duly signed and stamped on each page by the authorised signatory of the bidder.			
20.	Has each of the page of the bid document submitted been signed and stamped by the Authorised signatory of the Bidder.			
21.	In case any show cause notice was ever issued by any Government Agency to the bidder then please attach the copies of communications, if any.			
22.	Detailed profile of bidding entity.			

Signature of the authorised signatory of the Bidder with Seal

Name :
 Designation :
 Address :
 Phone No.:
 Mobile No.:
 Email ID :
 Fax :

5.6 Appendix – 6

Financial Situation

Date: [insert day, month, year]

Applicant's Legal Name: [insert full name]

NIT No.: [insert number]

Page [insert page number] of [insert total number] page

1. Financial data

Type of Financial information	Historic information for previous 3 years (amount in Rs crore)		
	2025-26	2024-25	2023-24
Information from Balance Sheet			
Total Assets (TA)			
Total Liabilities (TL)			
Net Worth (NW)			
Current Assets (CA)			
Current Liabilities (CL)			
Working Capital (WC)			
Information from Income Statement			
Total Revenue (TR)			
Profits Before Taxes (PBT)			
Profits After Taxes (PAT)			
Information from Cash Flow Statement			
Cash Flow from Operating Activities			

2. Financial documents

The Applicant and its parties shall provide copies of the financial statements¹ for the last three (3) years. The financial statements shall:

- be independently audited or certified in accordance with local legislation.
- be complete, including all notes to the financial statements.
- correspond to accounting periods already completed and audited.

Attached herewith are copies of financial statements for the last three (3) years required above, and complying with the requirements.

Notes for the Applicants

- If the most recent set of financial statements is for a period earlier than 12 months from the date of the Application Submission, the reason for this should be justified.

Signature of the authorised signatory of the Bidder with Seal

Name:

Designation:

Address:

Phone No.:

Mobile No. :

Email ID:

FAX: