



**GOVERNMENT OF WEST BENGAL
DIRECTORATE OF FORESTS
OFFICE OF THE DIVISIONAL FOREST OFFICER,
PANCHET DIVISION**

Satyajit Sarani, Bishnupur, Bankura

Phone & Fax No.. 03244-252189, E-mail: panchetvp@gmail.com,

Website: www.bankuraforest.in



Memo No. 1788 /02-05/ Umbrella

Dated Bishnupur, the: 13 / 10 /2020

Notice Inviting Tenders: -Tender Notice –07/PTN/SP/Umbrella of 2020-21

**TENDER FOR SUPPLY OF DESIGNING AND PROCUREMENT UMBRELLA WITH LOGO
APPROPRIATE COLOUR AND MESSAGE FOR THE PURPOSE OF PUBLICITY REGARDING
AWARENESS OF FOREST & WILDLIFE OF STATE PLAN SCHEME UNDER PANCHET DIVISION,
BISHNUPUR, DIST.-BANKURA, WEST BENGAL.**

Sealed tenders are invited from the bonafied, experienced and reliable Suppliers for **DESIGNING AND PROCUREMENT UMBRELLA WITH LOGO APPROPRIATE COLOUR AND MESSAGE FOR THE PURPOSE OF PUBLICITY REGARDING AWARENESS OF FOREST & WILDLIFE** at the locations detailed in the schedule below, subject to the following conditions. Tenders should be addressed to the undersigned by name as well as by official designation [**Sri Satyajit Roy, WBFS, Divisional Forest Officer, Panchet Division**]

SCHEDULE OF LOCATION DETAILS & FEES etc.

Tender Notice No.	Name of the work	Location	Quantity of umbrella	Amount (Rs)	EMD	Security Deposit	Time schedule
07/PTN/SP/Umbrella of 2020-21	Supply of umbrella with logo appropriate colour and message for the purpose of publicity regarding awareness of forest & wildlife	Panchet Division	1400 Nos.	1,68,000.00	3,360/-	10% of the Offered/Contracted Rate /-	15 Days

SCHEDULE OF DATES

Sl. No.	Particulars	DATE& TIME
1	Date of Publishing	25/11/2020 11:00 A.M
2	Tender paper sale starts	25/11/2020 11:00 A.M
3	Last date of obtaining tender paper	03/12/2020 up to 5:00 P.M.
4	Last date for submission of tender documents (Technical bid with EMD & Financial bid)	04/12/2020 up to 1:00 PM
5	Technical bid opening time	04/12/2020 up to 3:00 PM
6	Financial bid opening time	After opening & scrutinizing of Technical bid (to be notified in due course)

Last date for submission of tender documents (Technical bid with EMD & Financial bid): 04/12 /2020 up to 01:00 pm.

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

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

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

INSTRUCTION TO BIDDERS (ITB)

Section – A

A. General Guidance for Tendering

1. **Procurement of tender paper-** The tender paper shall have to be procured from the Office of the undersigned on any working days from **25/11/2020 to 03/12/2020** within office working hours on payment of Rs. 750/- for each tender to the AFR, Panchet Division.
2. **Pattern of Tender-** Invitation of tenders are indicative in nature. It is being floated in anticipation of administrative approval and subsequent financial sanction. In case of non-availability of such approval the tender shall be cancelled outright without assigning any further causes. Cost of the tender papers, if any, is non-refundable in nature. No prayer, in case of such cancellation, shall be entertained under any circumstances. In case of the requisite approval from appropriate authorities also, work order to the successful bidders shall only be issued when fund will be placed and which shall be free from any other encumbrances.

Sealed Tender should be submitted by name in favour of **Sri Satyajit Roy, WBFS, Divisional Forest Officer, Panchet Division** and not by official designation only. The tender shall be made in two bid system viz- technical bid and financial bid. Following folders are required to be submitted with a single folder superscripting technical bid by Register Post/Courier upto **01:00 PM. on 04/12/2020.**

- a. Company information folder- related all information including audit report etc
- b. Financial Credential folder- All experiences related to similar nature of job. Only work completion reports with an abstract mentioned in the annexure-I
- c. Folder related to company hierarchy and technical person

The technical bids must not contain any pricing information under any circumstances. In such case the tender shall be liable to be cancelled.

3. **Submission of Tender-** In general, the tenders are allowed to participate in any/all Tenders as per choice. However, the intending contractor/s must be financially sound to participate in those clusters apart from having requisite technical knowledge. The technical bids thus submitted by the intending bidders shall be scrutinized by the tender committee constituted for the purpose, based on 2 grounds;
- a) The experience of the intending bidders & b. The financial credential submitted for the purpose.

4. **Technical Bid-** Technical Bid Should be submitted in separate folder other than financial bid. Clearly super scribing the Tender Notice No. and specific work of similar nature implemented in a particular financial year (not more than three years old) shall only be considered to be eligible for technical bid. Other documents such as P-TAX, GST, Registration as applicable, additional information if any, shall also be submitted in the technical Bid format. The other credential like company details, machinery, technical persons, other technical knowhow, as applicable, shall be required to be submitted. The Technical bid must not contain any pricing information. The address and Contact No. of the bidder should be clearly written on the envelope. Technical Bid format is given in Form **I-A**. Summary of Similar Projects Implemented (Year wise) Annexure I in Form **I-B**.

5. **Financial Bid-** Financial Bid will not be opened unless the information and documents provided in the Technical Bid are as per the eligibility criteria and as per satisfaction of the undersigned.

- ii) The financial bid should also be submitted in a separate cover super-scribed as **Financial Bid** & Tender Notice No. The bid should mention in both number & words and words should be written in bold letters.
- iii) Address and contact No. of the Bidder should clearly written on the cover.
- iv) Financial Bid format is given in Form **II-A**.
- v) The Bank details of the Tenderers must be mentioned in the Form **IIA** for making payments on line. This is obligatory.
- vi) The details estimate is enclosed.
- vii) **Financial bid must be inclusive of all taxes.**
- viii) Amount quoted more than the estimated cost will not be accepted in general, subject to the discretionary power of the undersigned based on the recommendation of the tender committee constituted for the purpose.

3. Eligibility Criteria for participation in e-Tender:

(a) The intending bidders should have proper licence for engaging labourers on contract.

(b) All categories of prospective Tenderers shall have to submit valid and upto date Professional Tax receipt challan, GST registration certificate, Income Tax return Acknowledgement receipt, PAN card issued by Income Tax Department, Voter ID card and Trade licence in respect of the prospective Tenderer. In addition to the above, any contractor who has executed any type of e-Tender works in Directorate of Forests, Govt. Of West Bengal, should submit previous credentials

for his past performance, completion certificate from respective employer, the completion certificate and credentials should be signed by the officer not below the rank of Deputy Conservator of Forest, any other certificate signed by other officials will not be entertained (Non-Statutory Documents).

(c) Where an individual person holds a Certificate in his own name duly issued to him against the company or the firm of which he happens to be a director or partner, such individual person shall, while submitting any e-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 e-Tender. The Power of Attorney shall have to be registered in accordance with the provisions of the Registration Act, 1908. (Non-statutory Documents).

(d) Neither prospective Tenderer nor any of the constituent partners had been debarred to participate in any e-Tender by Forest Dept., P.W.D., P.W.(R)D & P.W.(C.B.)D, Housing Department, W.B. or C.P.W.D. or M.E.S or Railways 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). [Non-statutory Documents]

(e) The partnership firm shall furnish the Registered Partnership Deed and the Company shall furnish the Memorandum of Association (MOA) and Article of Association (AOA.) [Non-statutory Documents]

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

- i) Current "No Objection Certificate" from the Assistant Registrar of Co-operative Societies.
- ii) Supporting documents showing area of operation.
- iii) Bye-laws duly approved by the Assistant Registrar of Co-operative Societies.
- iv) Name with address and signature (in original) of the present Board of Directors of the Co-operative Society
- v) Copies of Minutes of last Annual General Meeting and Audit Report of the Co-operative Society with the evidence of submission of the same to the concerned Authorities, duly attested.

(g) The prospective Tenderers or any of their constituent partner shall neither have abandoned any work nor any of their contract have been rescinded during the last 5 (five) years. Such abandonment or rescission will be considered as disqualification towards eligibility.

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

(i) No conditional / Incomplete e-Tender will be accepted under any circumstances.

(j). The Financial Eligibility:

- a. The bidder should have a minimum average annual turnover of least 100% of estimated project cost of the e-Tender in the last three preceding years (the turnover of the lead member will be considered in case of joint venture).
- b. The bidder should have successfully completed at least one similar type of work during last three (3) years for a single contract of value not less than 40% or two contracts of value not less than 30% each.
- c. The bidders should also have made profits after taxes for each of these last three (3) financial years.

6. Earnest Money Deposit (EMD):

- i) **Mode of Payment:** (a) "Earnest Money Deposit (EMD)" Amount as mentioned in the Schedule against each Tender Notice must be submitted in the form of Demand Draft (DD) or Bankers Cheque (BC) of any Nationalized Bank of India in favour of the **Divisional Forest Officer, Panchet Division** payable at Bishnupur Dist-Bankura. Payment in any other form e.g. Cheque, NSC, KVP etc will not be accepted.
- ii) **Refund of EMD:** The EMD of the unsuccessful Tenderers shall be released within 7 days of completion of basic tender formalities except of L₁&L₂ which will be released before issuance of work order or after deposited Security Deposit Money by L₁ Bidder.

iii) Security Deposit:

The successful Tenderer to whom a Letter of Acceptance has been issued shall submit within 10(ten) days from the date of Letter of Acceptance, **Security Deposit which is 10% (Ten Percent)** of the contracted value of work shall have to be deposited in the **Form TR-7** with noting **Operator ID- 47** to the Bishnupur Treasury. Failure in depositing this amount shall render the contact liable to termination without reference to the contractor and in such case. The Security Deposit will be released to the successful contractor/ supplier after 6(six) months from successful implementation of the entire scheme as per estimate with such alteration and modification as may be necessary for implementing the work at field, provided no irregularities are noticed during this period. In case of any irregularities, the security deposit will be forfeited and in addition any legal action as deemed fit may be initiated.

A. Document of Technical Cover :

Sl. No.	Category Name	Sub-Category Description	Document Name
			(For details see Clause 3 of ITB & relevant clauses of NIT)
A.	CERTIFICATES	CERTIFICATES	1 P.T. deposit receipt Challan
			2 GST Registration Certificate
			3 I.T.R. Acknowledgement Receipt
			4 I.T. PAN Card
			5 Voter ID Card
B.	COMPANY DETAILS	COMPANY DETAILS	1 Proprietorship Firm - Trade License.
			2 Partnership Firm - Registered Partnership Deed, Registered Power Attorney, Trade license.
			3 Pvt. Ltd. Company - Registration Certificate under Company's Act, MOA & AOA, Registered Power of Attorney, Trade license.
			4 Registered Un-employed Engineers and Labour Co-operative Societies Limited.
C.	CREDENTIAL	CREDENTIAL	1 Experience Profile- List of completed Projects of similar nature.
			2 Completion Certificate from the concerned.
D.	EQUIPMENTS	PLANT&MACHINERIES (OPTIONAL)	1 Authenticated copy of invoice, challan and way bill (Machinery)
		LABORATORY (OPTIONAL)	2 Authenticated copy of invoice, challan and way bill (Laboratory)
E.	FINANCIAL (INFO)	TURN OVER	1 Authenticated copy of the Income Tax RETURNS
		PAYMENT CERTIFICATE	2 Only Payment Certificate of work issued by the Concerned Supervisor and not the TDS certificate
F.	DECLARATION	STRUCTURE & ORGANISATION	1 Details of Structure and Organization ITB Section B Form III.
		AFFIDAVIT	2 An affidavit made that no adverse report against the bidder

8. Procedures to be followed when one / two technically qualified Tenderers participated in any Tender:

Financial bid of technically qualified single / two Tenderers may not be opened. Tender may be invited immediately in the process of evaluation as per norms of Tender as per G.O. No. 925/F(Y) dated 14/02/2017.

9. Acceptance of Tender (Technically eligible/qualified)

Lowest valid rate should normally be accepted. However, the Tender Accepting Authority does not bind himself to do so and reserves the right to reject any or all the Tenders, for valid reasons and also reserves the right to distribute the work amongst more than one Tenderer at the accepted rate after formal consultation with L1 (accepted rate) bidder and taking consent of L1 bidder for smooth & quick completion of the work.

10. Brief details on the nature of work:

a)	Name of the project	:	Supply of umbrella with logo appropriate colour and message for the purpose of publicity regarding awareness of forest & wildlife
b)	Project ID	:	
c)	Job ID	:	
d)	Nature of Work	:	Supply of umbrella with logo appropriate colour and message for the purpose of publicity regarding awareness of forest & wildlife
e)	Contractors eligible to submit the Tender	:	As stated in item 7 (a) to 7 (f) of this ITB.

11. Opening of Tender:

- (a) The Technical Bid shall be publicly opened by the authority receiving Tender or by his authorized representative, as per the Date & time Schedule mentioned in NIT.
- (b) Prospective Tenderers or their authorized representatives may be present during the opening process.
- (c) Financial Bids of only those Tenderers who would qualify in the Technical Bid evaluation will be opened.
- (d) The intending Tenderers shall clearly understand that whatever may be the outcome of the present Invitation of Tender, no cost of Tendering shall be reimbursable by the Government. The **Divisional Forest Officer, Panchet Division, Bishnupur, W.B.** reserves the right to reject any Tender or all Tenders without assigning any reason whatsoever and is not liable for any cost that might have incurred by any Tenderer at any stage of Tendering.
- (e) The acceptance of the Tender rests with the **Divisional Forest Officer, Panchet Division, Bishnupur, W.B.** who does not bind himself to accept the lowest Tender and reserves to himself the authority to reject any or all the Tenders received without assigning any reason thereof.
- (f) Intending Tenderers are encouraged to inspect the site of work and get them thoroughly acquainted with the local condition and all factors which may affect their rates. Prior to the site visit the intending Tenderers must inform **the Divisional Forest Officer, Panchet Division, Bishnupur, W.B.** about the time and date of the visit.

12. The selected Contractor must arrange to procure all materials required for the proper completion of the works (as per the Technical Specifications of the Tender document). The Employer will not on any account be responsible for procuring the same.

13. Validity of Bids:

Bid shall remain valid for the entire current Financial Year 2019-20 i.e. **up to 31st march, 2020**. Bid validity for a shorter period shall be rejected by Tender Accepting Authority as non-responsive. If any Tenderer withdraws his offer before Bid validity period without giving any satisfactory explanation for such withdrawals, he may be disqualified for submitted Tender to this Office and Directorate of Forests, Government of West Bengal for a minimum period of 1 (one) year.

14. Verification of credentials/onsite projects:

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

15. Cancellation of Tender:

The Divisional Forest Officer, Panchet Division, Bishnupur, W.B. reserves the right to cancel this N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.

16. Technical Specification and Quality of Works:

The work should be carried one as per detailed estimate enclose.

17. Deduction of Taxes Etc:

Deduction of Income Tax and any other extant taxes & Cess as applicable from the Contractor's Bill will be made as per Govt. rules.

18. Maintenance Period:

The Contractor will be liable to maintain the work at the appropriate service level to the satisfaction of **The Divisional Forest Officer, Panchet Division, Bishnupur, W.B.** at his own cost for a period of Security Period/Maintenance period, as stipulated in the BOQ. If any defect/damage is found during the period as mentioned above, the Agency shall make the same good at his own cost. Failure to do so, penal action against the Agency will be imposed by the Government as deem fit. The Agency will have to quote his rate considering the above aspect. Also the Prospective Tenderers shall have to execute the work in such a manner so that appropriate service level of the work is kept during progress of work and the period of maintenance.

19. The successful Tenderer will have to supply as per the work order. He has to complete the supply as per time frame

specified in the work order. However, Divisional Forest Officer, Panchet Division may subsequently alter time frame.

20. The contractor shall not be entitled for any compensation for any loss suffered by him due to delay arising out of modification of the work, due to non-delivery of the possession of site and / or modification of work

21. Prevailing safety norms have to be followed by the successful Tenderer during execution of the work so that LTI (Loss of time due to injury) is zero.

22. The contractor shall abide by all acts and rules, especially but not limited to the field of forests, wildlife and biodiversity.

23. A Tenderer is to quote in figures as well as in words, his rates in the following forms in his cases against the estimated value put to Tender.

24. In the event of a Tender being submitted by a firm, it must be signed by a member or members of the firm having legal authority to do so and if called for, legal documentations in support thereon must be produced for inspection and in the case of a firm carried out by one member or a joint family it must disclose that the firm is duly registered under the Indian Partnership Act.

25. The Tenderer must sign at the bottom of each page of the Tender documents as a proof of acceptance of terms and conditions of the Tender. Overwriting shall not be allowed. All corrections, alterations etc. must be duly signed.

26. It must be clearly understood that the quantities of the various items indicated in the schedule or probable items are approximate only and may be increased or decreased during actual execution. The contractor shall remain affected by alteration.

27. The estimated cost is inclusive of all taxes as applicable. The detail break up GST as applicable should be provided in the Bill as per prevalent order of the Finance Department Govt. of West Bengal in this respect

28. Work Order will be issued in favour of the L1 bidder (in normal case) subject to availability of fund and receipt of requisite approval from the competent Authority.

RATES ARE FIRM FOR THE PERIOD OF THE PROJECT. IN CASE ANY ABNORMAL DEVIATION IS OBSERVED DURING THE COURSE THE TENDER ACCEPTING AUTHORITY MAY REFER TO THE APPROPRIATE HIGHER AUTHORITY OF DIRECTORATE OF FORESTS, GOVT. OF WEST BENGAL IN DECIDING ON THE RATE REVISIONS (IF NEEDED).


Divisional Forest Officer,
Panchet Division, Bishnupur, Bankura

GENERAL TERMS & CONDITIONS OF CONTRACT

2. The undersigned reserves the right to cancel the tender, if necessary, without assigning any reason whatsoever.
3. The undersigned is not bound to accept the lowest rate quoted by the tenderer and he is not bound to assign any reason, whatsoever, for such non-acceptance.
3. The undersigned reserves the right to accept the tender only after verifying / testing the sample up to the satisfaction.
4. The undersigned or his representatives will inspect the works, take necessary measurement, and perform the required tests as and when required. The Tenderers should render the required co-operation in this regard.
5. It shall be the discretionary power of the undersigned for accepting any prayer for part payment or not. In general no part payment prayer shall be entertained.
6. During the inspection by the undersigned or his representative, if the quality of the work / supply is not found up to the standard, the contractor/ supplier is bound to rectify the work or supply up to the satisfaction of the undersigned or his representative. Otherwise, the work order will be cancelled and the security deposit will be forfeited to the Govt. of West Bengal.
7. The work order will be issued to the successful contractor only after placement of fund by the Government.
8. No extension of time will be allowed for execution of the work. The Tenderer / contractor shall not be considered in default, if delay in execution occurs due to causes beyond his / her control, such as acts of God, natural calamities, civil wars, fire, strike, frost, floods, riot and acts of unsurpassed power. In the event of delay due to such causes, the tenderer may apply to the Divisional Forest Officer, Panchet Division for extension of time for that period. The Division Forest Officer, Panchet Division at his own discretion may extend for a length of time equal to the period of force majeure or such period as he think suitable for that or may be cancelled. Such cancellation would be without any liability whatsoever on the part of the undersigned.
9. The Tenderers are required to inspect the site of the works before submission of the tender and future ignorance of any such item will not be entertained.
10. The works should be carried out as per plan and specification & estimate of the project subject to the modification by the undersigned at any point of time during execution of the work duly notified to the contractor/ supplier, within the project cost.
11. All tools & plants required for execution of the works should be procured by the contractor at his own cost.
12. Statutory Deduction: Income Tax, other extant taxes & Cess as applicable shall be deducted from the Gross amount of Bill as per the prevalent Govt. Rule.
13. The successful Tenderer will not assign any part of the work to any other contractor.
14. The successful tenderer may, however authorize any person to supervise the day to day work, attend the measurement when taken by the undersigned or by his authorized Officer and record his signature on the work measurement note books.
15. Rate offered in the estimate is the final and tenderer will not have any further claim.
16. The acceptance of the tender will be subject to the receipt of the approval of the higher authorities and availability of fund. The undersigned will not be responsible for any loss sustained by the tenderer in the event of non receipt of Government sanction.
17. The payment of bill for any work will be made according to the availability of fund and approval of higher authorities wherever applicable and no claim to delay in payment will be entertained.
18. The terms and conditions of this "Tender Notice inviting tender" is part and parcel of the contract form.
19. In case of any dispute in execution of the work or supply, an application may be made to the Divisional Forest Officer, Panchet Division and the decision of the undersigned is final and binding.
20. **Forest Department, or Panchet Division, or any staffs of the Division, shall in no way be held responsible under any circumstances for any accident or death of the laborer/ driver etc, engaged by the contractor, happened in the field during the time of implementation of the works.**

21. In case of implementation of the works at field the decision of the Range Officer or his authorized persons or any of his superior officers shall be final and binding on the successful bidders implementing the works at field.
22. Payment shall only be made to the contractors after the Range Officer concerned, certifies so ensuring the quality of the work and implementation of the works as per detailed specification subject to overriding power of the undersigned in this regard.
23. Please follow annexure carefully during submission of tender.

24. Quality of Materials & Workmanship:

All materials to be supplied by the contractor should be got approved by the Engineer-in-Charge or his authorized representative before use. Rejected materials should be cleared from the site within 48 hours of rejection. All the works specified and provided for in the specification or which may be required to be done in order to perform and complete and part thereof shall be executed in the best and most workmanlike manner with materials to the best and approved quality of the respective kinds in accordance with the particulars contained in and implied by the specification and as represented by the drawings/maps or according to such other additional particulars and instructions as may from time to time be given by the Tender Inviting Authority during the execution of the work and to their entire satisfaction.

25. Commencement and Completion of Work:

EXTENSION OF TIME AND LIQUIDATED DAMAGES FOR DELAY:

The entire work is to be completed in all respects in stipulated times as mentioned in the e-Tender Notice from the date of issue of work order. Time is essence of contract and shall be strictly observed by the Contractor. The date of commencement of the work shall be the date on which the work order is issued to the Contractor or the date when the Contractor takes possession of the site officially whichever is later. The Contractor shall complete the work in all respects to the satisfaction of Tender Inviting Authority within the stipulated time, failing which the contractor shall be bound to pay compensation @ 0.5% (half percent) over the total e-Tender value of work for delay of every week or part of a week by way of liquidated damages and not as penalty. Provided always that the entire amount of compensation to be paid under the provision of this clause shall not exceed 10% of the contract price. The payment or deduction of such damages shall not relieve the contractor of his obligation to complete the work or from any other obligation and liability under the contract. The contractor shall within 5 (Five) days of receipt of intimation that his e-Tender has been accepted to submit the Tender Inviting Authority an abstract programme of work so drawn as would enable him to complete the work within the time contemplated. The abstract programme must indicate the work within the time contemplated. The abstract programme must indicate dates of starting and completion of respective parts or sections of the work. The abstract programme would be subjected to the approval of the Tender Inviting Authority who will have the power of making such modification therein as found necessary. The actual progress as compared with this chart will be reviewed periodically. If the contractor is delayed in the progress of the work by exceptional weather condition, civil commotion, strike or lock-outs, fire, unusual delay in transportation of unavoidable casualties, act of public enemy, acts of the government, any acts of the authority or of another contractor in the performance of his contract with the employer or any other causes beyond the contractor's control, the contractor shall apply in writing to the Tender Inviting Authority for an extension of time of the completion of work or the part or section concerned within 10 (Ten) days of such occurrence, but before the expiry of the stipulated date of completion. The Tender Inviting Authority shall on such application make an enquiry and may grant such extension of time as they think justified. The decision of the employer in this respect shall be final and binding on the contractor. The work shall not be considered as completed until the Supervision Officer has certified in writing that they have been completed.

26. Termination of Contract by Tender Inviting Authority:

If the contractor (being an individual or a firm) commits any act of insolvency or shall be adjudged as an insolvent or shall make an assignment or composition of the greater part in number or amount of his creditors or shall enter into a deed of assignment with his creditors, or (being an incorporated company), shall have an order made against him or pass an affective resolution for winding up either compulsorily or subject to the supervision of the court or voluntarily, or if the official assignee of the contractor shall repudiate the contract, or if the official assignee or the liquidator in any such winding up shall be unable within 7 (Seven) days after notice to him requiring him to do so, to show to the responsible satisfaction of the employer that he is able to carry out and fulfill the contract and if required by the employer to give security or if the contractor (whether in individual form or incorporated company) shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractor or if the contractors shall assign or sublet the contract without the consent in writing of the employer first obtained if the contractor shall change or encumber this contract or any payment due to which may become due to the contractor thereunder or if the employer shall certify in writing that in his opinion the contractor :

- a) Has abandoned the contract, or
- b) Has failed to commence the work, or has without any lawful excuse under these conditions suspended the progress of the work for 14 days after receiving from the Employer written notice to proceed, or
- c) has failed to proceed with the work such due diligence and failed to make such due progress as would enable the work to be completed within the time agreed upon, after receiving from Employer to employ more men, or,

- d) has failed to remove materials from site or to pull down and retained work within 7 days after receiving from the Employer as written notice that the said materials or work were condemned or rejected by the Employer under those conditions, or,
- e) has neglected or failed persistently to observe and perform all or any of the acts, matter or things by this contract to be observed and performed by the Contractor for 7 days after written notice shall have been given to the contract requiring the Contractor to observe or perform he same, or
- f) has to the detriment of good workmanship or define of the Employers instruction to the contrary sub-let any part of the contract.

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

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

27. Agreement:

The successful Tenderer shall have to enter into an agreement with the Tender Inviting Authority. Stamp duty and all other costs connected with execution of such agreement shall be borne by the successful Tenderers.

28. Final Payment:

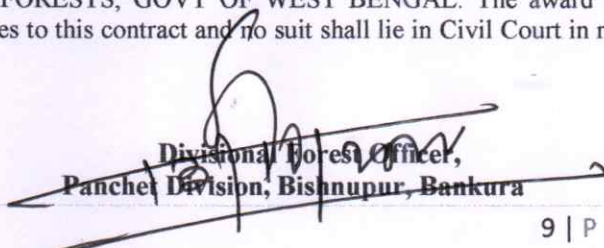
The final bill shall be accompanied by a certificate of completion **from the supervision Officer**. Payment of final bill shall be made within a month of submission of the same. The acceptance of payment of the final bill by the Contractor would indicate that he will have no further claim in respect of the work executed. The security money shall be refunded after 180 days from issue of completion certificate that the Contractor has rectified all defect, to the satisfaction of the Tender Inviting Authority.

29. Substitution:

Should the Contractor desire to substitute any materials and workmanship, he must obtain the approval of the Tender Inviting Authority, in writing for any such substitution well in advance. Materials designated in this specification indefinitely by such terms and 'Equal' or other Approved etc. shall be considered as coming under the provisions of this clause as substitutions and no such materials shall be used until specific approved by the Tender Inviting Authority has been obtained in writing.

30. Settlement of Dispute, Arbitration:

Except where otherwise provided in the Contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instruction herein before mentioned and as to the quality of workmanship or materials used on the work, or as to any other question, claim, rights, matter, or things whatsoever, in any way arising out of or relating to the contract, design, drawings, specifications estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure or execute the same, whether arising during the progress of the work or after the completion or **abandonment** thereof shall be referred to the sole arbitration of the Chief Conservator of Forests, Central Circle, Directorate of Forests, Govt. of West Bengal. Should the Chief Conservator of Forests, Central Circle, West Bengal, be for any reason unwilling or unable to act as such arbitrator, such questions and disputes shall be referred to an arbitrator to be appointed by the DIRECTORATE OF FORESTS, GOVT OF WEST BENGAL. The award of the arbitrator shall be final, conclusive and binding both parties to this contract and no suit shall lie in Civil Court in respect of the award by the Arbitrator.


Divisional Forest Officer,
Panchet Division, Bishnupur, Bankura

FORM-I
APPLICATION

To,
The Divisional Forest Officer,
Panchet Division, Bishnupur.

Subject: Name of the Work with Tender reference no. _____.

Reference: (N.I.T No.) _____

Dear Sir,

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

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

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

I/We understand that

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

The application is made by me/us on behalf of _____ in the capacity of _____ duly authorized to submit the Tender.

Enclosure:

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

Date: _____

Signature of authorized officer of the firm: _____

Title & Capacity of the officer: _____

Name of the Firm with Seal: _____

FORM-II

Certificate Regarding Summary Statement of Yearly Turn over from Contractual Business

This is to certify that the following statement is the summary of the audited Balance Sheet arrived from contractual business in favour of

..... for the three consecutive years or

For such period since inception of the Firm, if it was set in less than such three year's period

Sl. No	Financial		Remarks
	Year	Turn over rounded up to Rs in lakh (two digit after decimal)	
1.	2017-2018		
2.	2018-2019		
3.	2019-2020		
Total			

Average Turnover: In Rs

Note:

1. Average Annual turnover is to be expressed in lakh of rupees, rounded up to two digits after decimal.
2. Average Annual turnover for 3years is to be obtained by dividing the total turnover by 3.If the Firm was setup in less than 3year's period, consider the total turnover for the period from inception year to the year 2018-19and divide by the no. of years.
3. In case, the firm was set up in less than 3year's period, mention the year of inception in the 'Remarks' column.

Signature of the Bidder with seal

TECHNICAL BID FORMAT

Form IA-General Information about the Organization

Sl. No	Particulars	Details to be furnished
--------	-------------	-------------------------

Details of the Bidder (Organization)

1	Name	
2	Address	
3	Telephone/Mobile No.	
4	Email	
5	Fax	
6	Website	

Details of Authorized Person

7	Name	
8	Address	
9	Telephone/Mobile No.	
10	Email	

Information about the Organization

11	Status of Organization (Proprietorship/Partnership/Public Ltd/Pvt. Ltd/ Co-operative Society etc.)	
12	Details of Registration of Organization	Date: Ref:
13	Number of Professionals in position in the organization	
14	Locations and address of offices	
15	Service Tax Registration Number	
16	GST Registration Certificate No.	
17	Professional Tax Registration Number	
18	Income Tax PAN Number	
19	Details of any other Licenses/Registration (Copy to be enclosed)	

Signature of the Tenderer with date

(ANNEXTURE-I)

Form I-B “Summary of Similar Projects Implemented” (Year wise)

Sl. No	Name of the Customer	Project name	Brief narration of the type of work implemented	Start Date	End date	Contact Value (only net checked amount issued by authority)	Financial Year of the completion of the work	Supporting documents against the completion report (yes /No)	Whether successfully completed	Address & Phone No. of the work completion issuing authority.
1										
2										
3										
4										
5										

Signature of the Tenderer with date

(ANNEXTURE-II)
FINANCIAL BID FORMAT

Form II-A

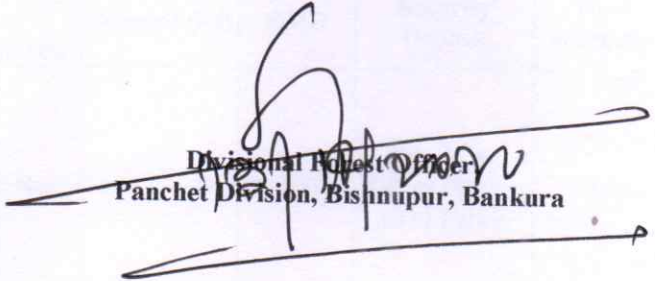
Tender Notice No.	Item of works	Govt. Approved Rate of Umbrella	Rate Quoted (Rs)
(1)	(2)	(3)	(4)
		Rs. 120/ unit	

Declaring that the item against which there are fixed Govt. rate such as minimum wage rate etc. shall be obeyed in letter and spirit.

Signature of the Tenderer with date

Copy forwarded for wide circulation & information to:-

1. The Principal Chief Conservator of Forests(HOFF), West Bengal
2. The Chief Conservator of Forests, Central Circle, West Bengal
3. The Sabhadhipati, Bankura Zilla Parishad.
4. The District Magistrate, Bankura.
5. The Superintendent of Police, Bankura.
6. The Sub-Divisional Officer, Bishnupur.
7. The Honorary Wildlife Warden, Bankura
8. The Treasury Officer, Bishnupur Treasury
9. The Divisional Forest Officer, Bankura (North)/ Bankura (South) Division, Central Circle, West Bengal.
10. The Divisional Forest Officer, Working Plan (South) Division- II, Bankura.
11. The Divisional Manager, Bankura Forest Development Corporation Limited.
12. The Block Development Officers, Bishnupur, Joypur, Onda & Taldangra Block.
13. The Assist. Divisional Forest Officers, Panchet Division.
14. All Range Officers (Territorial), Panchet Division.
15. Notice Board, Panchet Division.
16. The Computer Operator, Panchet Division to upload in the website www.bankuraforest.in


Divisional Forest Officer
Panchet Division, Bishnupur, Bankura