GOVERNMENT OF WEST BENGAL
DIRECTORATE OF FORESTS
OFFICE OF THE DIVISIONAL FOREST OFFICER
BANKURA (SOUTH) DIVISION
MACHANTALA, BANKURA
PIN – 722101
Phone No. :- 03242 – 250307, Fax No. :- 03242 – 252371, E-mail Address :- dfosouth.bks@gmail.com, dfo_bks@yahoo.com, Website :- www.bankuraforest.in

Tender for Selection of bona fide persons/agencies/companies, including consortium and partnership firms to undertake Excavation of Pond under IWMP- 19/2012-13 of Divisional Forest Office, Bankura (South) Division of West Bengal Forest Directorate.

NIT No. WBFOR/BKS/EP/IWMP-19/2012-13/NIT-10/2019-20

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Memo No. 1304 /2-IWMP **Dated, Bankura, the 04 / 03 / 2020**

Notice Inviting Tender: - WBFOR/BKS/EP/IWMP-19/2012-13/NIT-10/2019-20

TENDER FOR EXCAVATION OF POND WORK UNDER IWMP-19/2012-13 IN DIVISIONAL FOREST OFFICE, BANKURA (SOUTH) DIVISION, WEST BENGAL.

The Divisional Forest Officer, Bankura (South) Division West Bengal, on behalf of the Governor, West Bengal invites **Tenders** for the following work(s) from the eligible Contractors as detailed in the table below.

List of Work(s):

Project No.	Name of work	Tender Fees & EMD Payable to	Name of Micro Water Shed Association	Location		Estimated Amount Put to tender (Rs.)	Amount of Earnest Money to be deposited (Rs.)	Cost of tender documents (Tender Fees, in Rs.)	Period of Completion of the work
				Range	Mouza				
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
1.	Excavation of Pond	*Tender Fees through GRIPS Portal **EMD through DD/Bankers' cheque	Jamsole Kabiguru Micro Water Shed Association	Motgoda	Masra JL No. 97 Plot No. 757	Rs. 3,13,416.00	Rs. 6,268.00	Rs. 500.00 (Five hundred) only For L1 Bidder only	15 Days
2.	Excavation of Pond		Jamsole Kabiguru Micro Water Shed Association	Motgoda	Masra JL No. 97 Plot No. 903	Rs. 3,21,900.00	Rs. 6,438.00		15 Days
3.	Excavation of Pond		Jamsole Kabiguru Micro Water Shed Association	Motgoda	Banpathri JL No. 146 Plot No. 793	Rs. 3,50,940.00	Rs. 7,019.00		15 Days

* **Price of Form Technical & Financial Bid documents and other annexure (Rs.500) only for the L1 bidder at the time of Award of Contract/ AOC**

** **Tender Fees should be deposited by the L1 bidder in the form of Challan to be originated from GRIPS Portal of Finance Department, West Bengal and remitted in favour of Divisional Forest Officer, Bankura (South) Division.**

Tender Paper will be available in the office of the Divisional Forest Officer, Bankura (South) Division within stipulated Date & Time. The Plan and Estimate of the said works may be seen at the office of the undersigned on any working day during office hours.

*** **EMD through DD/Bankers' Cheque drawn in favour of Divisional Forest Officer, Bankura (South) Division.**

There is no exemption of any kind for any of the eligible contractors towards cost of tender paper fee or EMD.

A. Schedule of Dates:

B.	**Activity**	**Date & Time**
1.	Starting Date of issuance of Tender Paper	19-03-2020 from 11:00 a.m.
2.	End Date of issuance of Tender Paper	25-03-2020 up to 12:00 p.m.
3.	Starting Date of submission of Tender Paper	20-03-2020 from 11:00 a.m.
4.	End Date of submission of Tender Paper	25-03-2020 up to 3:00 p.m.
5.	Date of opening of Technical Bid	26-03-2020 at 11:00 a.m.
6.	Date of opening of Financial Bid	26-03-2020 at 3:00 p.m.

Last date & time of submission of tender paper is: 25-03-2020 up to 3:00 p.m.
Purchase of last date of Tender Paper: 25-03-2020 up to 12:00 p.m.

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.

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Memo No. 1304 /2-IWMP **Dated, Bankura, the 04 / 03 / 2020**

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TENDER FOR EXCAVATION OF POND WORK UNDER IWMP-19/2012-13 IN DIVISIONAL FOREST OFFICE, BANKURA (SOUTH) DIVISION, WEST BENGAL.

INSTRUCTION TO BIDDERS

Section – A

1. **Submission of Tenders:**

1.1 **General process of submission:**

Tenderers have to submit Technical Bid and Financial Bid in separate sealed envelope super scribing on the envelope the following:

For Technical Bid Envelope:-

1. Tender for Technical Bid.
2. Tender NIT No.

For Financial Bid Envelope:-

1. Tender for Financial Bid
2. Tender NIT No.
3. Project No.

Technical Bid and Financial Bid envelop should be submitted by putting them in a single envelop super scribing the following:

1. Tender for NIT No.
2. Project No.

as per preference Serial No. wise.

Therefore, Technical Bid submission would be NIT No. wise but Financial Bid submission would be NIT No. as well as Project No. wise if applied for more than One Project for single NIT.

If any tenderer qualifies in few project and fails to qualify for balance project for a single NIT (if applied) in Technical Bid, then Financial Bid will be opened only for those project for which tenderer qualifies in Technical Bid as per their preference to project mentioned on the envelop consisting of Technical Bid & Financial Bid.

2.2 Technical Proposal

1. Application for Tender
2. General Information about the Organization **(in Form-I attached herewith)**
3. Certificate of Summary statement of average annual turnover from contracting business for a period of last three years, i.e.; 2014-2015, 2015-16, 2016-17or during the period since formation of the Firm, if it was set up in less than such 3-year period. **(in Form-II attached herewith)**
4. **AFFIDAVIT To be furnished in Non-judicial stamp paper of appropriate value duly notarized (in Form-IV attached herewith)**
5. Original copy of Demand Draft (DD) for **Earnest Money** @ 2% of the project cost against each project as mentioned in the schedule should be deposited in favour of the **Divisional Forest Officer, Bankura (South) Division** payable at **Bankura**.

A. Technical File containing

i. NOTICE INVITING TENDER **(**NIT) **(to be submitted in "NIT" Folder).**

ii. Section B (Form I, Form II, Form III, Form IV–AFFIDAVIT (AFFIDAVIT to be furnished in Non-judicial stamp paper of value not less than Rs. 10/- (Ten) only from the attested by notary separately for each project**) (to be submitted in "FORMS" Folder).**

iii. **Earnest Money Deposit (EMD) and the cost of Tender Paper (Tender Fees**) is to be remitted by the Tenderer as mentioned in the NIT document in favour of "Divisional Forest Officer, Bankura (South) Division, W.B.".

iv. Instructions to Bidders. **(to be submitted in technical envelope)**

v. General Terms & Conditions of Contract. **(to be submitted in technical envelope)**

vi. Technical Specification. (**to be submitted in technical envelope)**

vii. Drawing if any to (**to be submitted in technical envelope)**

Note: a) The EMD and Cost of Tender Paper should be submitted physically to the office the Divisional Forest Officer, Bankura (South) Division as per the 'Date & Time Schedule' Technical Bid & Financial bid both will be submitted concurrently duly signed. Tender document may be downloaded from website www.bankuraforest.gov.in & submission of Technical Bid/Financial Bid as per Tender Schedule.

viii. Addenda/Corrigenda, if published: Contractors are to keep track of all the Addendum/ Corrigendum issued with a particular tender. Tenders submitted without the Addendum/Corrigendum will be treated as invalid and liable to be rejected.

C. My Document (to be submitted in technical envelope)

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
			6	Enlistment Certificate
B.	COMPANY DETAILS	COMPANY DETAILS	1	Proprietorship Firm - Trade Licence.
			2	Partnership Firm - Registered Partnership Deed, Registered Power Attorney, Trade licence.
			3	Pvt. Ltd. Company - Registration Certificate under Company's Act, MOA & AOA, Registered Power of Attorney, Trade licence.
			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 Organisation Section B Form II.
		AFFIDAVIT	2	An affidavit made that no adverse report against the bidder Form III
		TECHNICAL STAFF	3	An affidavit mentioning the name of the technical staff as described.

2.3. Financial Proposal

The Financial proposal should contain the following document.

i) The financial proposal should contain the Tender Paper and From – V (attached herewith). The contractor is to quote the rate in the space marked for quoting rate in the Tender Paper.

3. Eligibility Criteria for participation in 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 up to 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 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 tender for and on behalf of such company or firm, invariably submit a copy of registered power of attorney showing clear authorization in his favour, by the rest of the directors of such company or the partners of such firm, to submit such tender. The Power of Attorney shall have

to be registered in accordance with the provisions of the Registration Act, 1908. (Non-statutory Documents).

(d). Neither prospective Tenderer nor any of the constituent partners had been debarred to participate in any Tender by the 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).Joint Ventures will not be allowed.

(i).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.

(j).No conditional / Incomplete Tender will be accepted under any circumstances.

(k). **The financial eligibility will be that the turnover of the tenderer should be 100% of the value of the work- taken from the Income Tax Returns of the previous concluded year.**

(l). **The bidder should have successfully completed at least one similar type of work during last three years for a single contract of value not less than 80% or two contracts of value not less than 50% each, of the estimated project cost, for each project. In case any bidder wants to apply for more than one project, then the requisite amount will increase proportionately.**

(m) **Delay in completion of any pervious project in last 3 (three) years will be treated as disqualification in technical bid.**

(n). **The bidder should also have made profits after taxes for each of these last 3 financial years.**

4. Opening of Technical Proposal

Technical proposals will be opened by the authorized representatives.

Intending tenderers may remain present, if they so desire.

Statutory Documents should be opened first, if found in order, Non-statutory Documents will be opened. If there is any deficiency in the Documents, the tender will summarily be rejected.

5. Opening and Evaluation of Financial Proposal

Technical proposals will be opened by the Divisional Forest Officer, Bankura (South) Division, Bankura or his authorised representative.

Technical proposals for those tenders whose original copies of Bank receipt through DD towards EMD have been received will only be considered. Proposals corresponding to which the EMD have not been received will not be considered and will stand rejected.

Financial proposals of the tenderers declared technically eligible by the Tender Accepting Authority will be opened on the prescribed date.

The Tender Accepting Authority, if required, may ask any of the tenderers to submit rate analysis to justify the rate quoted by that tenderer.

Financial proposals of the tenderers declared technically eligible by the Tender Evaluation Committee.

The encrypted copies will be decrypted and the rates will be read out to the contractors remaining present at that time.

After evaluation of Financial Proposal, by the appropriate Authority of Divisional Forest Officer, Bankura (South) Division, name of contractors and the rates quoted by them against each work provided Tender evaluation committee is satisfied that the rate obtained is fair and reasonable and there is no scope of further lowering down of rate.

6. 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 immediately.2nd call may be invited immediately after technical evaluation. If such bidder(s) technically qualified in the 1st call intend(s) to change their rates quoted in the 1st call, they are to purchase tender paper afresh. In case of non-purchase, the rates quoted in the 1st call would remain valid. After selection of technically qualified tenderers for 2nd call (in case new tenderer other than the existing tenderer of the 1st call), financial bid of both 1st and 2nd call would be opened. Financial evaluation would be made in a combined way considering both 1st and 2nd call. However, in case tenderer(s) of 1st call submit(s) fresh tender in 2nd call, rates of 2nd call should be considered in the process of evaluation.

7. 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.

8. Penalty for suppression / distortion of facts

If any tender fails to produce the original hard copies of the documents (especially completion certificates and audited balance sheets), or any other documents on demand of the Tender Evaluation Committee within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression, the tenderer will be suspended from participating in the tenders on Tender platform for a period of 3 (Three) years. In addition, his user ID will be deactivated and Earnest Money Deposit will stand forfeited. Besides, the Divisional Forest Officer, Bankura (South) Division may take appropriate legal action against such defaulting tenderer.

9. Brief details on the nature of work:

a)	**Name of the project**	**:**	**EXCAVATION OF POND**
b)	**Project ID**	**:**	**10/IWMP-19/2012-13/2019**
c)	**Job ID**	**:**	**10/BKS/IWMP-19/2012-13/EP**
d)	**Nature of Work**	**:**	**EXCAVATION OF POND**
e)	**Contractors eligible to submit the tender**	**:**	**As stated in item 3 (a) to 3 (n) of this ITB.**

10. Tender Paper costs (Tender Fees) & Earnest Money Deposit (EMD):

a) The cost of Tender Documents (Tender Fees) is to be remitted by the Tenderer as mentioned in the NIT table for List of Works - in the shape of Challan generated through GRIPS Portal in favour of "Divisional Forest Officer, Bankura (South) Division".

b) **There is no exemption of any kind for any of the eligible contractors towards cost of tender document fee or EMD.**

c) **Refund of EMD**: The EMD of the unsuccessful Tenderers deposited in favour of "Divisional Forest Officer, Bankura (South) Division**"** will be refunded without any interest on receipt of application addressed to the "Divisional Forest Officer, Bankura (South) Division, from Tenderers as per relevant Govt. Rules.

d) Intending Tenderers should download the Tender Documents from the website **www.bankuraforest.gov.in**directly with the help of Digital Signature Certificate.

e) ***The original instrument (Demand Draft / Banker's Cheque) towards the cost of Earnest Money Deposit (EMD) should be submitted physically by the Tenderer to the office of the Divisional Forest Officer, Bankura (South) Division as per the 'Date & Time Schedule' stated in this N.I.T.***

f) In case of partnership firm(s), the pledged instrument(s) must reflect the name(s) of the firm as well as the name(s) and address (es) of the partner / partners who is/are authorized to pledge the same as per valid partnership deed(s).

g) Both Technical Bid and Financial Bid should be submitted duly digitally signed by the Tenderer through the website **www.bankuraforest.gov.in** as per the 'Date & Time Schedule' stated in the N.I.T.

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, Bankura (South) Division, 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, Bankura (South) Division, 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 at their own cost and risk 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, Bankura (South) Division, 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 work (as per the Technical Specifications of the tender document). The Employer will not on any account be responsible for procuring the same.

13.The selected contractor shall apply to the Divisional Forest Officer, Bankura (South) Division, W.B. for seeking permission for utilization of land at the close proximity of the site for arranging required plant & machineries, store of materials, labour shed, laboratory etc. at his own cost and responsibility. All such temporary shed etc. shall have to dismantled and all debris etc. cleared from site post completion of the work or as directed by the Divisional Forest Officer, Bankura (South) Division. Once an order to the effect is issued from the Divisional Forest Officer, Bankura (South) Division, W.B. in this regard, it shall be brought to effect by the contractor without contest.

14.Validity of Bids:

Bid shall remain valid for a period not less than **75 (Seventy Five) Days** after the dead line date for Financial Bid/Sealed Bid Submission. 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 and legal action will be taken against him.

15.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.

16.Cancellation of Tender :

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

17. 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. Failure in depositing this amount and / or non-submission within the specified time shall render the contract liable to termination without reference to the contractor and in such case; the deposited earnest money shall stand forfeited to the Government. **The successful tenderers will be required to deposit Security Money in the shape of through Demand Draft @ 10% of the project cost on behalf of the "Divisional Forest Officer, Bankura (South) Division".** Employer shall not pay interest on the Earnest Money and Security Deposit. **The Security Deposit Money will be released on satisfactory completion of the work after 1 (One) Year.**

17. B. Additional Performance Security Deposit:

The Additional Performance Security @10% of the tendered amount shall be obtained from the successful bidder if the accepted bid value is 80% or less of the Estimate put to tender

The Additional Performance Security shall be submitted in the form of Bank Guarantee from any scheduled Bank before issuance of the Work Order. If the bidder fails to submit the Additional Performance Security within seven working days from the date of issuance of Letter of Acceptance, his Earnest Money will be forfeited and other necessary actions as per NIT like blacklisting of the contractor, etc, may be taken. The Bank Guarantee shall have to be valid up to end of the Contract Period and shall be renewed accordingly, if required.

The Bank Guarantee shall returned immediately on successful completion of the Contract. If the bidder fails to complete the work successfully, the Additional Performance Security shall be forfeited at any time during the pendency of the contract period after serving proper notice to the contractor. Necessary provisions regarding deduction of security deposit from the progressive bills of the contractor as per relevant clauses of the contract shall in no way be altered/affected by provision of this Additional Performance Security.

18. Technical Specification and Quality of Works:

Unless otherwise stipulated, all the works are to be done as per the Technical Specifications of the tender document. Contractor may refer to the relevant PWD (W.B.) Schedule of Rates for the working area including up to date addenda and corrigenda, if any, published by Public Works Department, Government of West Bengal. The project should be executed as per current procedure and practice of Directorate of Forests, Govt. of West Bengal for works.

19. Deduction of Taxes Etc.:

Deduction of Income Tax from the Contractor's Bill will be made as per Govt. rules. Labour Welfare Cess @ 1 % (one percent) of the cost of works will be deducted from every Bill of the selected agency. GST, Royalty & all other statutory levy/ Cess will have to be borne by the contractor as per Govt. Rules and the rate in the B.O.Q. is inclusive of all the taxes & cess stated above. Deduction of Tax shall be made as per provision of the W.B. GST Act, 2017 with up to date amendments.

20. Maintenance Period:

The Contractor will be liable to maintain the work at the appropriate service level to the satisfaction of the Divisional Forest Officer, Bankura (South) Division, 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.

21.Removal of Discrepancy:

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

a. Form of Agreement
b. Tender Form
c. Technical Specifications
d. General Terms and Conditions
e. Relevant PWD(W.B.) Schedule of Rates
f. Instructions to Bidders
g. N.I.T.

22. MOBILISATION ADVANCE/ COST OVER RUN:

No Mobilisation Advance and Secured Advance will be allowed. Time / cost overrun and consequent cost of escalation for any materials, labour, P.O.L. etc. will not be allowed.

23.Canvassing in connection with the tender is strictly prohibited.

24.Site of work and necessary drawings may be handed over to the successful Tenderer along with the work order or in a phase wise manner as deemed fit by the Divisional Forest Officer, Bankura (South) Division, W.B. No claim in this regard will be entertained.

25. The successful Tenderer will have to start the work as per the work order to commence the work.

26. The Successful Tenderer will be required to obtain valid registration certificate & labour licence from respective offices where work by them are proposed to be carried out under the Contract Labour (Regulation & Abolition) Act, 1970 and the same should be submitted to the Divisional Forest Officer, Bankura (South) Division, W.B.

27. The successful tenderer shall have to comply with the provision of (a) the Contract Labour (Regulation & Abolition) Act, 1970 and (b) the Minimum Wages Act, 1948 and the Notifications thereof or other laws relating thereto and the rules made and orders issued there under from time to time, failure to do so will be treated as breach of contract and the Divisional Forest Officer, Bankura (South) Division, W.B. may in his discretion cancel the contract. The contactor shall also be liable for any liability arising on account of any violation by him of the provisions of the Act and Rules made there under time to time.

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

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

30. Guiding schedule of works should be followed as per existing norms, patterns, lying in the working division.

31. No tender shall be deemed to be fit for consideration unless the tender documents are fully and

completely filled in. All information that may be asked from the Tenderer must be unequivocally furnished. The eligibility of a Tenderer will be ascertained on the basis of the documents submitted by a Tenderer in support of eligibility criteria. If any document submitted by a Tenderer is found to be incomplete/incorrect/ manufactured / fabricated or false, his Tender will be out rightly rejected at any stage and legal action will be taken against him.

32. A Tenderer is to quote in figures as well as in words, his rates in the following forms as applicable in his cases against the estimated value put to tender of the tender Paper.

33. 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.
34. 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, alternations etc. must be duly signed.

37. 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 appreciably increased or decreased during actual execution. The contractor shall remain effected by alteration.

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
Bankura (South) Division

Memo No. 1304 /2-IWMP **Dated, Bankura, the 04 / 03 / 2020**

Copy forwarded for information & wide publicity to:-

1. The Chief Conservator of Forests, Central Circle, West Bengal.
2. The Chief Executive Officer & Secretary, WBSWDA, West Bengal.
3. The Chief Conservator of Forests, MIS & E. Governance, West Bengal.
4. The District Magistrate, Bankura,
5. The Sabhadhipati, Bankura Zilla Parishad.
6. The Superintendent of Police, Bankura.
7. The Divisional Forest Officer, Bankura (North) Division.
8. The Divisional Forest Officer, Panchet Division, Bishnupur.
9. The Divisional Forest Officer, Working Plan (South) Division –II
10. The Karmadhakshya Ban-o-BhumiSanskarSthayeeSamity, BankuraZillaParishad.
11. The Secretary,BankuraZillaParishad.
12. The District Information Officer, Bankura.

13. The Chairman, Bankura Municipality.
14. All Range Officers, Bankura (South) Division.
15. The Head Clerk, Bankura (South) Division, She is requested to upload this quotation Notice on the Official website www.bankuraforest.gov.in with immediate effect.

Divisional Forest Officer
Bankura (South) Division

Section – B

FORM-I
(TO BE FILLED UP BY TENDERER)

APPLICATION

To,
Divisional Forest Officer
Bankura (South) Division

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)
(2) Financial Proposal (Envelop-2)

Date:_____

Signature of authorized officer of the firm:_____

Title & Capacity of the officer:_____

Name of the Firm with Seal:_____

Section-B
FORM II
(TO BE FILLED UP BY TENDERER)

General Information about the Organization

S.I. No.	Particulars	Details to be furnished		
Details of the Bidder (Organization)				
1.	Name			
2.	Address			
3.	Telephone		Fax	
4.	E-mail		Website	
Details of Authorized person				
5.	Name			
6.	Address			
7.	Telephone		E-mail	
Information about the Organization				
8.	Status of Organization (Public Ltd./ Pvt. Ltd/ Institution/University etc.)			
9.	Details of Registration of Organization	Date		
		Ref		
10.	Locations and addresses of offices (in India and overseas)			
11.	Enclose latest GST Return (Y/N)			

Signature of the Bidder with seal

Section – B

FORM – III
(TO BE FILLED UP BY TENDERER)

Certificate Regarding Summary Statement of Yearly Turnover 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.

S.I. No.	Financial		
	Year	Turnover rounded up to Rs.in lakh (two digit after decimal)	Remarks
1.	2016-2017		
2.	2017-2018		
3.	2018-2019		
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 by3. If the Firm was set up in less than 3year's period, consider the total turnover for the period from in caption year to the year 2018-19 and 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

Section-B
Form – IV
(TO BE FILLED UP BY TENDERER)

AFFIDAVIT

(TO BE FURNISHED IN NON-JUDICIAL STAMP PAPER OF VALUE NOT LESS THAN RS. 10/- (TEN) ONLY FROM THE ATTESTED BY NOTARY)

I……..... .....…….. Partner/Legal Attorney Proprietor/Accredited Representative of

M/s. …….....……..... Solemnly declared that:

1. I/We are submitting tender for the work

…….....

against Tender Notice No. ----------Project No ---------- dated ----------

2. None of the partners of our firm is relative of employee of Directorate of Forests.

3. The undersigned also hereby certifies that neither our firm M/S_____ nor any of constituent partners had been debarred to participate in tender by the Directorate of Forests & Government of West Bengal or any of the Statutory Bodies or Government Organizations in favour of whom credentials are preferred by the undersigned towards eligibility criteria claim; during the last 3 (three) years prior to the date of this N.I.T.

4. All information furnished by me / us in respect of fulfilment of eligibility criteria and information given in this Bid is complete, correct and true.

5. All documents and credentials submitted along with this tender are genuine, authentic, true and valid.

6. If, any information or document submitted is found to be false /incorrect at any time, Employer may cancel my Bid and action as deemed fit may be taken against me /us including termination of the contract, forfeiture of all dues including Earnest Money and blacklisting of our firm and all Partners of the firm etc.

7. I/We have never been banned or delisted by any Govt. or Quasi Govt. Agency or any Public Sector Undertaking.

OR

I/We have been banned by the organization named '----------'for a period of ---------- year/s, effective from ---------- to ----------

Signature of the Tenderer

Dated----------

Seal of Notary

Section-B
Form – V
(TO BE FILLED UP BY TENDERER)

To,
Divisional Forest Officer
Bankura (South) Division

Dear Sir/ Madam,

Ref:- Tender NIT No. _____

1. I/We refer to the tender notice issued by you for the work of **Excavation of Pond** in_____ _____division vide tender reference no. _____mentioned above.
2. I/ We do hereby offer to perform, provide execute, complete and maintain the works in conformity with the drawings, conditions of contract, specifications, Schedule of Quantities for the sum of Rs._____ (quoted in Tender Paper) ._____only at the respective quoted ITEM WISE rates mentioned in the Schedule of Quantities.
3. I/ We have satisfied myself/ ourselves as to the site conditions, examined the drawings and all aspects of tender conditions, subject above, I/ We hereby agree, should this tender be accepted in whole or in part, to:
   (a) abide by and fulfil all the terms and provisions of the said conditions annexed hereto;
   (b) complete the works within _____days.
4. I/ We have deposited the earnest money of Rs. _____only which, I/ We note that deposited EMD, will not bear any interest and is liable for forfeiture-
   (i) If our offer is withdrawn within the validity period of acceptance.
   (ii) If the contract is not executed within 15 days from the date of receipt of the letter of acceptance. Or

(iii)If the work is not commenced within 5 days after issue of work order/ handing over of the site whichever is later.

5. I/ We understand that you are not bound to accept the lowest or any tender you receive.

Yours faithfully,

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

Name of Partners of our Firm:

1) _____.
2) _____.

GENERAL TERMS & CONDITIONS OF CONTRACT

1. Drawing:

The work is to be carried out in accordance with drawings related to these contract and specification, the priced scheduled of probable items with approximate quantities and directions or instructions which may be issued by the Employer or his Representative from time to time during the execution of the contract.

2. Interpretations: In constructing these conditions, the specifications, the schedule of quantities, tender and Agreement, the following words shall have the meaning herein assigned to them except where the subject of context otherwise requires:

I) The term EMPLOYER/AUTHORITY shall mean Divisional Forest Officer, Bankura (South) Division & Bankura South DMU, West Bengal, and include its successor and assigns or the Officers authorized to deal with any matters which those presents are concerned on its behalf.

II) The term REPRESENTATIVE shall mean Authorized Official of the Divisional Forest Officer, Bankura (South) Division & Bankura South DMU, West Bengal.

III) **CONTRACTOR** shall mean the firm or company or person whose tender has been accepted by the employer and includes his (their) heirs, legal representative assigns and successors.

IV) **SITE** shall mean the site of the contract work **including any erections thereof and any other land adjoining thereto (inclusively as aforesaid allotted by the Employer for the contractor's use).**

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

VI) **ACT OF INSOLVENCY** shall mean any act of insolvency as desired by the Presidency Towns Insolvency Act or the Provincial Insolvency Act or any amending statutes.

VII) **THE WORKS** shall mean the work or works to be executed or done under this contract.

VIII) **The DRAWINGS / MAPS** shall mean the drawing/map or drawings/maps mentioned in NIT and any modifications of them approved by the Employer or any further Working drawings/maps or sketches by the Employer or any further working drawings/maps or sketches which may be furnished or approved in writing by the Employer.

IX) The **SPECIFICATION** shall include the plantation specification and general specifications forming part of this contract.

X) The **SCHEDULE OF QUANTITIES, BILL OF QUANTITIES** shall mean the Schedule or Quantities as specified and forming part of contract.

XI) The **PRICED SCHEDULE OR QUANTITIES** shall mean the schedule duly priced.

XII) **NOTICE IN WRITING or WRITTEN NOTICE** shall mean a notice in writing typed or printed characters sent (unless delivered personally) or otherwise proved to have been received by Registered Post to the last known private or business address as registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered. If the employer feels that the contractor (who has signed the agreement) should himself come & personally meet to the employer for necessary discussion in connection with the work; he must contact personally. In case the contractor (not his authorized person) does not meet personally and intentionally avoids or do not reply the letter, the matter will fall under the

breach of the contract. The work progress should be in the proportionate of the time frame set forth for the completion of the works.

XIII) The term **APPROVED, DIRECTED or SELECTED** mean the approval direction or selection of the Employer and where ever the words ALLOW, INCLUDE, and PROVIDE occurs the cost of the items is as the risk of the contractor. **COMPLETION** shall mean that the plantation in the opinion of the Tender Inviting Authority; completed in all respect.

XIV) **WORDS** imputing persons include Firms and Corporation, words imputing the singular only also the plural and vice/versa where the context so requires.

3. Scope of works:

The work to be done is covered in this tender. The same has been detailed in the drawings/maps and schedules of probable items with approximate quantities. It includes furnishing all materials, labour, tools, machinery and equipment and management necessary for and incidental to the work of Construction of Work and completion of the work. Mechanisation as approved by the Employer is preferred. All work during its progress and upon completion shall conform to lines as shown on the drawing/map furnished by the employer. Should any details essential for efficient completion of the work be omitted from the drawings/maps and specifications it shall be the responsibility of the Contractor to inform the Employer and to furnish and install such details with their concurrence, so that upon completion of the proposed work the same will be acceptable and ready for use. The Tenderers are to note that the scope of work as mentioned may be reduced to any extent which is absolutely at the discretion of the Employer. This reduction of the extent of work should not be a criterion for extra claim in respect of materials stored, establishment and cost incurred or any other losses occurring out of these causes. The Contractor shall carry out and complete the works in every respect in accordance with this contract and in accordance with the directions and to the satisfaction of Employer who shall be the final authority. The Employer may in their absolute discretion issue further area drawings/maps and /or written instructions, details, direction and explanations which are hereafter collectively referred to as the Employer's instructions in regard to:

a) The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.

b) Any discrepancy in the drawings/maps or between the schedule of Quantities and /or Drawings/Maps and/or Specifications.

c) The removal from the site of any materials brought thereon by the Contractor and the substitution of any other materials thereof.

d) The demolition, removal and/or re-execution of any work executed by the Contractor.

e) The dismissal from the work of any person employed thereupon.

f) The opening up for inspection of any work covered up.

g) The rectification and making goods of any defects under Clause hereinafter and those arising during the maintenance period (retention period).

The Contractor shall forthwith comply with and duly execute any work comprised in such Employer's instructions provided always that verbal instructions, directions and explanations given to the Contractor or his representative upon the works by the Employer shall, if involving a variation, be confirmed in writing by the contractor within seven days. No work, for which rates are not specifically mentioned in the priced schedule of quantities, shall be taken up without written permission of the Employer. Rates of items not mentioned in the Priced Schedule of Quantities shall be fixed by the Employer, as provided in Clause

4.Variations: The Contractor may when authorized and shall when directed, in writing by the Employer or one or more representative of Employer whom the Employer may for that purpose appoint, shall be bound to add or omit from or vary the works shown upon the Drawings/Maps or described in specification or included in the Schedule of Quantities but the Contractor shall make

no addition, omission or variation without such authorization or direction. A verbal authority or direction by the Employer, if confirmed by the Contractor in writing within seven days, be deemed to have been given in writing.

No claim for an extra shall be allowed unless it shall have been executed by the Contractor on specific direction on the Authority of Employer as herein mentioned any variation i.e. additions, omissions or substitutions shall vitiate the Contract. The rates of items not included in the Schedule or Quantities shall be settled by the Employer in accordance with the following rules:

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

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

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

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

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

6. Site Conditions:

The contractor shall inspect the work site where the work under this contract are to be carried out, and note carefully the area restrictions and obtain for themselves at their own responsibility all the information which may be necessary for the purpose of the successful execution of the contracted work. They must also make themselves conversion with all the local conditions, means of access to the site of work, transport facilities and character of the work, the supply of materials, conditions affecting labour and other matter that may affect their tender. Employer does not undertake any responsibility, to obtain any concessions, permission from the owner of the adjoining plot or from other party in respect of any allowance, access, encroachments etc. whether for the facility of the

works or otherwise. No claim therefore will be entertained should be Contractors have failed to comply with this condition. All equipment required to be maintained are to be kept free from damages due to operation connection with the work. The site shall be made available to the Contractors in the present condition. Site organization within this site boundary shall be the responsibility of the Contractors.

7. Persons Tendering shall visit SITE Etc.

Persons tendering shall visit the site and make themselves thoroughly acquainted with the Natureand requirements of the case, facilities of transport, conditions affecting labour and materials and removal of rubbish, cost of carriage freight and other charges and shall allow for in their tenders for any special difficulty in carrying out the work.

8. Contractor to provide everything necessary:

The Contractor shall provide everything necessary (all inclusive and fixed rates for the proper execution of the work according to the intent and meaning of the drawings/maps, schedule of probable items with approximate quantities, specifications taken together whether the same may or may not be particularly shown or described there in provided that the same can reasonably be inferred therefore and if the Contractor finds any discrepancy therein, he will immediately refer the case in writing to the Employer whose decision shall be final and binding on the parties. Figures dimensions shall be followed in; preference to scale. The Employer shall on no account be responsible for the expense incurred by the Contractor for hired ground or water obtained from elsewhere. The quantities given in the schedule of quantities are only indicative being based on preliminary design and are liable to modification in the final design. The schedule of items and quantities include so far as can at present be determined, every materials which the Contractor is likely to be called upon to perform or supply. The rate quoted against individual item will be inclusive of everything necessary to complete the said items of the work within the contemplation of the contract and beyond the unit prices no extra payment will be allowed for individual or contingent work, labour and /or materials inclusive of all taxes and duties whatsoever except for specific items, if any, stipulated in the tender documents. The Contractor shall supply, fix and maintain at his own cost during the execution of any work necessary for alignment watching required not only for the proper execution and protection of the said work, but also for the protection of adjacent trees or plants and the safety of any adjacent roads, houses etc.

9. Protective Measures:

The Contractor from the time of being placed in possession of the site must include for watching and protecting the work, the site and surrounding property during their working hour. The Contractor shall indemnify the Employer against any possible damage to the adjoining forest areas, trees, roads, or wild animals during execution of the work.

10. Access:

The Employers/Representatives of the manufacturer of the materials (used for the work) shall at all reasonable times have free access to the work site/and or other places where materials are being prepared for the contract and also to any place the materials are lying or from who they are being obtained and the Contractor shall give every facility to the all of them and their representatives necessary for inspection and examination and test of the materials and workmanship. Except the representatives of Public Authorities no person shall be allowed on the work at any time without the written permission of the Employer. If any, work is to be done at a place other then the site of the work, the Contractor shall obtain the written permission of the Employer for doing so.

11. Quality of Materials & Workmanship:

All the works specified and provided for in the specification or which may be required to be done in order to perform and complete and part thereof shall be executed in the best and most workmanlike manner with materials to the best and approved quality of the respective kinds in accordance with the particulars contained in and implied by the specification and as represented by the drawings/maps or according to such other additional particulars and instructions as may from time to time be given by the Employer during the execution of the work and to their entire satisfaction.

12. Removal of Improper Work:

The Employer shall during the progress of the work have power to order in writing from time to time the removal from the work within such reasonable time to times as may be specified in the order of any materials which in the opinion of the Employer are not in accordance with the specifications or their instructions, and the Contractor shall forthwith carry out such an order. The Employer shall have the power to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental there to as certified by the Employer shall be borne by the Contractor or may be deducted by the Employer from any money due or that may become due to the Contractor. No certificates which may be given by the Employer in these respects shall relieve the Contractor from his liability in respect of unsound work of unskilled workers

13. Contractor's Employees:

The Contractor shall keep for the full time a qualified and **skilled supervisor as defined in the ITBa and** approved by the Employer, assisted with adequate staff constantly on the work, who will be responsible for the carrying out of the work to the true meaning of the specifications and schedule and quantities and instructions and directions given to him by the Employer. Any directions or instructions given to him in writing shall be held to have been to the Contractor officially.

The Employer/Authorized representative will have at all times access to the work site for inspection and examination of the work and materials proposed to be used. Authorised representatives of the Contractor shall have power of Attorney for receiving materials, cheque, signing measurement book etc. Any Supervisor, foreman, labour or other persons employed on the work by the contractor who fails or refuses to perform the work in the manner specified herein shall be discharged immediately, and such persons shall not again be employed on the work. When required in writing by the Employer the Contractor shall discharge any person(s) who is, in their opinion, incompetent, disorderly or otherwise unsatisfactory. Such Discharge shall not be the basis of any claim for compensation or damages against the Employer or any of its officers or employees.

No labour shall be employed on the work who is below the age of sixteen years and who is not an Indian National. If female labour is engaged the Contractor shall make necessary provision for safeguarding small children and keeping them clear of the site of operations. The Contractor shall at his own expenses provide or arrange for provision of foot-wear for any labour doing the any specific work. Any labourer supplied by the Contractor to be engaged on the work on daily work basis either wholly or partly under the direct order or control of the Employer or their representative shall be deemed to be a person employed by the Contractor. The Contractor shall comply with the provisions of all labour legislation including the requirements of payment of wages Act. 1936, minimum wages Act, 1948 and Workman's Compensation Act the rules framed there under and modifications thereof in respect of men employed by him in carrying out the contract. It shall be the responsibility of the Contractor to see that any sub-contract under him, similarly complies with the above requirements. (The Employer shall not however recognize any sub-contract or sub-contractor).

The Contractors shall keep the Employer saved, harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the Employer in connection with any claim that may be made by any workman. The Contractor shall arrange to provide first aid treatment

to the labourers engaged on the works. He shall within 24 hours of the occurrence of any accident at or about the site or in connection with execution of the works, report such accident to the Employer and also to the competent authority where such report is required by law.

14. Working Hours:
Each shift shall be at least of eight hours duration and that the work must be completed within the time specified in the tender document. Work shall also be done on Sundays and Holidays with prior permission of the respective authority.

15. Temporary Water Supply:
The Contractor shall make suitable arrangement for supply of water for the work. The Contractor shall have to make their own arrangement for carrying water at the work site.

16. Clearing Away:
All rubbish and superfluous materials either from Contractor's own work or from works of other agencies shall be removed from the work site on completion to the satisfaction of the Employer.

17. Contractor Not To Sublet:
The Contractor shall not without the written consent and approval of the Employer assign the agreement or sublet any portion of the work.

18. Agreement:
The successful Tenderer shall have to enter into an agreement with the Employer. Stamp duty and all other costs connected with execution of such agreement shall be borne by the successful Tenderers.

19. Maintenance Period and Defects after Completion:
The Contractor shall make good at his own cost and to the satisfaction of Employer, all defects, casualties of construction works or other faults arising in the option of the Employer from workmanship not being in accordance with the specification of schedule of quantities or the instruction of Employer which may appear within the maintenance period. **The maintenance period shall mean a period of maintenance to be calculated from the date of commencement of work and terminate 1(one) year after completion of the work.** The defect in alignment, or other faults which may appear within the maintenance period (hereinafter called as the defects liability period) arising in the opinion of the Representative who shall be final authority for workmanship not in accordance with the contract, shall upon the directions in writing of the Representative and within such responsible time specified therein, be amended and made good by the Contractor at his own cost unless the Representative shall decide that he ought to be paid for such amendment and for making good and in case of default the Employer may employ and pay other persons to amend and make good such defects, or other faults and all damages, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer from any money due or that may become due to the Contractor.

20.Materials:
The selected Contractor must arrange to procure all materials required for the proper completion of the work. The Employer will not on any account be responsible for procuring the same. The non-availability of the above materials shall not in any way be considered to be an excuse for the extension of time**.**

21. Method of Measurement:

Unless otherwise mentioned in the schedule of quantities the measurement will be net quantities of the work produced in accordance with the up-to-date rules laid down by the Indian Standard Institution. In the event of any disputes with regard to the measurement of work executed the decision of the Employer shall be final and binding.

22. Payment:

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

23. Substitution:

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

24. Commencement and Completion of Work:

EXTENSION OF TIME AND LIQUIDATED DAMAGES FOR DELAY:

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

not be considered as completed until the employer has certified in writing that they have been completed.

26. Escalation of Prices:

The rates quoted by the Contractor shall be firm throughout the tenure of the contract (including extension of time, if any granted) and will not be subject to any fluctuation due to increase in cost of materials, labour, sales tax, Octroi etc.

27. Damage to Persons and Property/Insurance in respect of:

The Contractor shall be responsible for all injury to persons/labourers, which may arise from the operations or neglect of himself or of any sub-contractor or of any of his sub-contractor's employees, whether such injury or damage arises from carelessness, accident or any other cause whatever in any way connected with the carrying out of his contract. This causes shall be held to include, internals, whether immediately adjacent or otherwise and any damage to roads, footpaths, bridges or ways forming the subject of this contract by frost, rain, wind or other inclemency of the weather.

The contractor shall indemnify the employer and held them harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of Government or otherwise and also in respect of any award or compensation or the Contractor shall restore and repair all damage of every sort mentioned in this clause so as to deliver up to the whole of contract works complete and perfect in every respect so as to make good or otherwise satisfy all claims for damage to the property of the third parties. The contractor shall indemnify the Employer against all claims which may made against the Employer by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense arrange to effect and maintain, until the completion of the contractor with any approved Insurance Company, a policy of insurance in the joint policy or policies with the Employer from time to time during the currency of this contract, and shall duly and punctually pay the premium payable thereof and if so required produce receipts for such payments, for the inspection of the Employer. The Contractor shall also indemnify the Employer against all claims which may be made upon the Employer, whether under the workman's Compensation Act or any other Stature in force during the currency of this contract or common law in respect of any injury to any of the contractor's or /and sub-contractor workmen or labour and shall at his own expense effect and maintain until the completion of the contract, with the approved Insurance Company a policy of Insurance in the joint names of the Employer and the Contractor against sub-risks and deposit such policy or policies with the Employer from time to time during the currency of this contract. The Contractor shall be responsible for anything which may be excluded from the Insurance Policies above referred to and also for all other damage to any property arising out of an incidental to the negligent or defective carrying out of this contract. The Contractor shall also indemnify the Employer in respect of any costs, charges or expenses arising out of any claims or proceeding and also in respect of any award of compensation of damages arising therefore the Employer shall be at liberty and have the power to deduct the amount of any damages, compensation costs, charges and expenses arising or to become due or to become due to the Contractor. The Contractor shall on signing the contract, issue the works and keep them insured (the works and keep them insured) until the Completion of the contract against loss or damage by the fire and /or earthquake with any approved Insurance Company in the joint name of the Employer and the Contractor for the full amount of the contract and for any further sum if called upon to be so by the Employer the premium of such further sum being allowed to the Contractor as an authorized extra. Such policy shall cover the property of the Contractor or of any sub-contractor or Employees. The Contractor shall deposit the policy and receipts for the premium with the Employer within 21 days from the date of signing the contract unless otherwise instructed by

the Employer. In default of the Contractor insuring as provide above, the Employer on his behalf may so insure and may deduct the premium paid from any money due or which may become due to the Contractor. The Contractor shall as soon as the claim under the policy is settled or the work reinstated by the Insurance Company should they elect to do so, proceed with all due diligence with the completion of the work in the same manner as through the fire had not occurred and in all respect under the same conditions of contract. The contract shall in case of rebuilding or reinstatement after fire shall be entitled to such extension of time for completion as the Employer may deem fit.

28.Termination of Contract by Employer:

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

a) has abandoned the contract, or
b) has failed to commence the work, or has without any lawful excuse under these conditions suspended the progress of the work for 14 days after receiving from the Employer written notice to proceed, or
c) has failed to proceed with the work such due diligence and failed to make such due progress as would enable the work to be completed within the time agreed upon, after receiving from Employer to employ more men, or,
d) has failed to remove materials from site or to pull down and retained work within 7 days after receiving from the Employer as written notice that the said materials or work were condemned or rejected by the Employer under those conditions, or,
e) has neglected or failed persistently to observe and perform all or any of the acts, matter or things by this contract to be observed and performed by the Contractor for 7 days after written notice shall have been given to the contract requiring the Contractor to observe or perform he same, or
f) has to the detriment of good workmanship or define of the Employers instruction to the contrary sub-let any part of the contract.

Then and in any of the said causes the employer not withstanding any previous order after giving 7 (Seven) days notice in writing to the contractors, determine the contract, but without thereby affecting the powers of the employer of the obligations and liabilities of the contractor, the whole of which shall continue to be in force as fully as if the contractor has not been so determine and as if the works subsequently executed has been executed by or on behalf of the contractor and further the employer, his agents or representative may enter upon and take possession of the works and all plants, tools, shades, machinery and other power tools, utensils and materials, lying upon the premises or the adjoining land or roads and use the same as his own property or may employee the by

means of his own representative and workman in carrying on and completing the work or by employing any other contractors or other persons or person to complete the work, and the contractor shall not in any way interrupt, or do any matter or thing to prevent or hinder such other contractor or other person or persons employed for completing and finishing or using the materials and plant for the work when the works shall be completed or as soon thereafter as convenient, the employer shall give a notice in writing to the contractor to remove his surplus materials and plant and should the contractor failed to do so within a period of 14 (Fourteen) days after receipt thereof by him the employer may sell the same by public auction and shall give credit to the contractor or for the amount so realised.

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

29. 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 **abandonmen**t 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
Bankura (South) Division

Additional Terms & Conditions.

1. The contractor shall have no claim for any payment before completion of work.

2. All works are to be carried out as per plan, specification and estimate of works subject to modification made in writing by the undersigned or his authorised officer.

3. Work should be started from 3 (three) days from the date of issuing work order, failure of which work order would be cancelled and will be offered to the next bidder.

4. ***E*ntire Work to be completed within 15 days from the date of issue of work order no delay will be entertained, failure of which work order will be cancelled.** The terms and condition mentioned herein shall be deemed to form a part of the agreement.

5. In accordance with the provision of relevant Section of Income Tax 1951. Deduction of Income Tax @ 2% shall be made from the gross value of the Bill for the company and it will be Income Tax @ 1 % for others.

6. The acceptance of the Tender will be subject to the receipt of fund.

7. If any terms and conditions of the tender are altered the same will be notified.

8. The work will be executed under the direct supervision of the concerned Range Officer or Beat Officer.

9. The successful tenderer will have to undertake such extra work(not specified in the Tender) which he would subsequently be asked to do in writing by the undersigned, the payment for such extra work will be made as per the rate of the current PWD schedule applicable to Bankura District less the rate quoted by tender.

10. Less amount if any after tender, may be utilised for extra work as per specification following schedule of Rates as in vogue.

11. Not with standing anything contained in the form in which the contract is executed the following shall constitute terms and conditions of contract and part of agreement and shall be binding on the contractor.

12. The Divisional Forest Officer, Bankura (South) Division orhis authorised representative will be the Officer-in-Charge in respect of the contract and all correspondences concerning rates, claims, change in specification and/or design and similar important matters will be valid only if made by the Officer-in-Charge. If any correspondence of above tender is made with Officers other than the Officer-in-charge for speedy execution of works, the same will not be valid unless copies are sent to the Officer-in-Charge and approved by him. The instruction given by the Divisional Forest Officer, Bankura (South) Division who have been authorized to carry out the work on behalf of the Officer-in-Charge and his authorised representative shall also be valid regarding specification, supervision, approval of materials and work man ship. In case of dispute, the decision of Officer-in-Charge shall be final and binding.

13. The intending tenderers are to quote rate in terms of percentage higher or lower or at par which will apply to all the rates in the Tender Schedule irrespective of whether quantities are entered in the schedule or not i.e. all the items and rates as shown in the schedule with the tendered percentage increase or decrease will be applicable to this tender.

14. The acceptance of the tender including the right to distribute the work between two or amongst more than two tenderers will vest with the competent authority without assigning reason thereof. The accepting authority reserves right to reject any or all tenders without assigning any

reason hereof.

15. The Tenderer shall have to comply with the provisions of(a) Contract labour (Regulation & abolition) Rules, 1970(b) Minimum Wages Act 1948 or the modification there of or any other laws relating thereto as will be in force from time to time.

16. Divisional Forest Officer, Bankura (South) Division or his authorised representative shall not entertain any claim whatsoever from the contractor for payment of compensation on account of idle labour on any ground.

17. The Tender Inviting Authority shall not be held liable for any compensation due to machines be coming idle for any circumstances including untimely rains, other natural calamities, strike etc.

18. No Price preference will be applicable to W.B. Govt. Undertaking, as per Finance Deptt. G.O. No. 8648-F(Y), dated 12th October2012.

19. Imposition of any duty/tax rules etc whatsoever of its nature (after work order/Commencement and completion of the work) is to be borne by the tenderer.

20. GST/Sales Tax, Cess, Toll Tax, Income Tax, Ferry Charges and other Local Taxes if any are to be paid by the contractor. No extra payment will be made for these. The rates of supply and finished work items are inclusive of these.

21. Allworkingtoolsandplantswillhavetobearrangedbythecontractorathisowncost.

22. The final acceptance of the tender will be subject to the receipt of approval of higher authorities.

23. The undersigned reserves the right to cancel the agreement at any point of time during the execution of the work if it not done as per the specifications or any terms & conditions are violated by the Contractor.

24. The undersigned reserves the right to demand from the Tenderers the classification and justification of their offer. The item wise statement of their proposed expenditure analysis with a view to construct the work mentioned in the schedule of this Tender Notice. On the item wise expenditure proposed labour cost should be specifically mentioned.

25. All works are to be carried out as per plan, specification and estimate of works subject to modification made in writing by the undersigned or his authorised officer. The technical supervisor as engaged by the contractor to check work as per plan, specification and estimate of works & work measurement to be recorded time to time by the technical supervisor in the specified WMNB duly countersigned by the concerned range officer under whose jurisdiction the **Excavation of Pond** is being executed. All materials to be used as per P.W.D. specification and should be approved by the undersigned or his authorised officer before use.

26. **The undersigned reserves the right of cancellation of this tender at any time without assigning any reason thereof.**

Divisional Forest Officer
Bankura (South) Division