



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

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Memo No. /02-05/

Dated Bishnupur, the: / /2021

TENDER FOR CONSTRUCTION OF GULLY PLUGGING CONTOUR TRENCH FOR SOIL & MOISTURE CONSERVATION WORK AT DIFFERENT LOCATIONS UNDER PANCHET DIVISION, BISHNUPUR, DIST.- BANKURA WEST BENGAL.

Sealed tenders are invited from the bona fide experienced and reliable Contractors/Suppliers for execution of the works as detailed in the schedule (A) 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]

A. SCHEDULE:

Tender Notice No.	Nature of Work	Location of work	Estimated amount put to Tender	Amount of EMD to be 2% deposited	Price of Tender Form	Period of completion of work
74/PNT/SP/ Gully Plugging of 21-22	Construction of Gully Plugging for Soil & Moisture Conservation work	At mouza Radhadamodarapur-75, under Hereparbat Beat of Bishnupur Range for 50 m3	1,12,600.00	2252.00	250.00	30 days
75/PNT/SP/ Gully Plugging of 21-22	Construction of Gully Plugging for Soil & Moisture Conservation work	Mouza Kusumdiha-152, Amdahara Beat, Bankadaha Range for 25 m3 Mouza Khanabari-11, Amdahara Beat, Bankadaha Range for 25 m3	1,12,600.00	2252.00	250.00	30 days
76/PNT/SP/ Gully Plugging of 21-22	Construction of Gully Plugging for Soil & Moisture Conservation work	Mouza Jamdoba-229, Onda Beat, Onda Range for 50 m3	1,12,600.00	2252.00	250.00	30 days
77/PNT/SP/ Gully Plugging of 21-22	Construction of Gully Plugging for Soil & Moisture Conservation work	Mouza Chenchuria-70, Taldangra Beat, Taldangra Range for 50 m3	1,12,600.00	2252.00	250.00	30 days
78/PNT/SP/ Gully Plugging of 21-22	Construction of Gully Plugging for Soil & Moisture Conservation work	Mouza Jangalmahal-85, Machantala Beat, Joypur Range for 80 m3	1,80,160.00	3,603.00	750.00	30 days
79 /PNT/SP/Contour Trench of 21-22	Digging Contour Trench for Soil & Moisture Conservation work	Mouza Dhengapathar-106- 10ha, Basudevpur-107- 10 ha under Hereparbat Beat, Bishnupur Range	80,160.00	1603.00	250.00	30 days
80 /PNT/SP/Contour Trench of 21-22	Digging Contour Trench for Soil & Moisture Conservation work	Chak Majuriprasadpur-116-10 ha, Amdangra Beat, Dhaboni-70(136)- 05 Ha. Bankadaha Beat, Khanabari-113- 05 Ha. Pachadahara-158(90)- 05 Ha Uporsole Beat, Bankadaha Range	1,00,200.00	2004.00	250.00	30 days
81 /PNT/SP/Contour Trench of 21-22	Digging Contour Trench for Soil & Moisture Conservation work	Mouza Ck. Krishnasingpur-166, Chingani Beat, Onda Range- 20 Ha.	80,160.00	1603.00	250.00	30 days
82 /PNT/SP/Contour Trench of 21-22	Digging Contour Trench for Soil & Moisture Conservation work	Chenchuria-72- 10 Ha Taldangra Manikmara-94- 05 ha Asna Beat Chak Nakaijuri-281-05 Panchmura Beat under Taldangra Rnage	80,160.00	1603.00	250.00	30 days
83 /PNT/SP/Contour Trench of 21-22	Digging Contour Trench for Soil & Moisture Conservation work	Mouza Katul-38, Joypur Beat, Joypur Range 20 Ha.	80,160.00	1603.00	250.00	30 days

SCHEDULE OF DATES

Sl. No.	Particulars	DATE & TIME
1	Date of Publishing	28/09/2021 11:00 A.M
2	Tender paper sale start	30/09/2021 11:00 A.M
3	Last date of obtaining tender paper	07/10 /2021 up to 4:00 P.M.
4	Last date for submission of tender documents (Technical bid with EMD & Financial bid)	08/10/2021 up to 1:00 PM
5	Technical bid opening time	08/10/2021 at 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): 08/10/2021 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 **30/09/2021 to 07/10 /2021** within office working hours on payment of price tender form as mentioned above, each tender to the AFR, Panchet Division.
- 2.
3. **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.**
4. 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 up to **01:00 PM. On 08/10/2021.**
 - 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.

5. **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.**
6. **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 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.

7. **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) **Financial bid must be inclusive of all taxes (Except GST & Labour Cess).**
- vi) 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.

8. **Eligibility Criteria-**

To qualify technically in the tender, each bidder should have the following criteria-

- a. The bidder should have a minimum average annual turnover of least 100% of estimated project cost of the tender in the last three 3 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 80% or two contracts of value not less than 50% each.
- c. The bidders should also have made profits after taxes for each of these last three (3) financial years.
- d. 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.
- e. 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).

9. **Earnest Money Deposit (EMD):**

- i) **Mode of Payment:**(a) "Earnest Money Deposit (EMD)" @ **2%** of total Tender amount 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 another form e.g. Cheque, NSC, KVP etc will not be accepted.
- ii) **Refund of EMD:** The EMD of the unsuccessful Tenderers shall be released with 7days of completion of basic tender formalities except of L₁&L₂ which will be released before issuance of work order or after deposition of Security Deposit Money by L₁ Bidder.

10. **Security Deposit:**

(a) 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 3% (Three 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 contract 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.

(b) If the accepted bid value is 80% or less of the Estimate put tender and Additional Performance Security @ 10% of the tendered amount shall have to be submitted by the successful bidder 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 like blacklisting of the contractor, etc, maybe taken. The Bank Guarantee shall have to be valid up to end of the Contract Period and shall be renewed accordingly, if required.

(c) The Bank Guarantee shall be 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.

B. 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 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. Like ED, EPT, Contour Trench, Gully Plugging or any other type of SMC works.
			2	Completion Certificate from the concerned.
D.	EQUIPMENTS	PLANT&MACHINERIES (OPTIONAL)	1	Authenticated copy of invoice, challan, and waybill (Machinery)
		LABORATORY (OPTIONAL)	2	Authenticated copy of invoice, challan, and waybill (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 (OPTIONAL)	1	Details of Structure and Organisation 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	:	Soil & Moisture Conservation work (Gully Plugging & Contour Trench)
b)	Project ID	:	
c)	Job ID	:	
d)	Nature of Work	:	Soil & Moisture Conservation work (Gully Plugging & Contour Trench)
e)	Contractors eligible to submit the Tender	:	As stated in item 7 (a) to 7 (e) 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 themselves 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 a period not less than up to **(hundred eighty) 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.

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 must 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 for modification of the work, due to non-delivery of the possession of site and / or modification of work

21. Prevailing safety norms must 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.

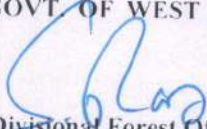
25. The Tenderer must sign at the bottom of each page of the Tender documents as a proof of acceptance of terms and conditions of the Tender. Overwriting shall not be allowed. All corrections, alternations etc. must be duly signed.

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 effected by alteration.

27. The estimated cost is inclusive of all statutory taxes & Cess as applicable. The detail brake up GST and Cess as applicable should be provided in the Bill as per prevalent order of the Finance Department Govt. of West Bengal in this respect. The intending bidder should quote there rate accordingly.

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

1. The undersigned reserves the right to cancel the tender, if necessary, without assigning any reason whatsoever.
2. 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. 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 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 regarding:

- 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 **VARIATION**. If complete with the Employer's instructions as aforesaid involves work and/or loss beyond that contemplated by the Contract then, unless the same were issued owing to some breach of this contract by The Contractor, the Employer shall pay to the Contractor the price of the said work an extra to be valued as hereinafter provided and /or loss.

6. 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 employer may order to plant one species instead of another species (mentioned in specification), wherever necessary, the contractor will be bound to do such work(s) on same schedule rates. If the employer feels that the whole or part of works of any item of estimate is to be done departmentally, or nature of work is changed such conditions shall be acceptable for the contractor. 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 7 days 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 based on 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 regard shall not be entertained unless purchases are affected from registered regular merchants engaged in the trade of such items.

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

8. 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 conversant 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.

9. Persons Tendering shall visit SITE Etc.

Person's tendering shall visit the site and make themselves thoroughly acquainted with the Nature and 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.

10. 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 material 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. The Contractor, shall

at all times give access to staffs employed by the Employer or any man deployed on the plantation site/adjacent forest areas and to allow such deployed staffs with proper identity for watch & patrolling duty or any other entrusted job.

11. 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.

12. 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.

13. 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.

14. 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 or system of planting 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.

15. Contractor's Employees:

The Contractor shall keep for the full time a qualified and **skilled supervisors defined in the ITB- A** 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 always have 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.

The Contractor shall employ local labourers of adjoining forest areas and members of adjoining FPC (Forest Protection Committee) and EDC if they want to carry out planting works in that particular planting site. 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 footwear 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.

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.

16. 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.

17. 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.

18. Clearing Away:

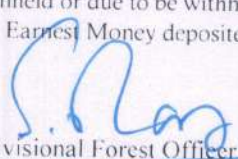
All rubbish and superfluous materials either from Contractor's own work or from work of other agencies shall be removed from the plantation site on completion to the satisfaction of the Employer.

19. 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.

20. 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.
21. 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.
22. The work order will be issued to the successful contractor only after placement of fund by the Government.
23. 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 thinks suitable for that or may be cancelled. Such cancellation would be without any liability whatsoever on the part of the undersigned.
24. 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.
25. 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.
26. All tools & plants required for execution of the works should be procured by the contractor at his own cost.
27. 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.
28. The successful tenderer will not assign any part of the work to any other contractor.
29. 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.
30. Rate offered in the estimate is the final and tenderer will not have any further claim.
31. 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.
32. 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.
33. The terms and conditions of this "Tender Notice inviting tender" is part and parcel of the contract form.
34. 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.

35. 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 labourer/ driver etc. engaged by the contractor, happened in the field during the time of implementation of the works.
36. 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.
37. 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.
38. Please follow annexure carefully during submission of tender.
39. **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.
40. **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.
41. **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.
42. **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.
43. **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.
 - Compensation for delay of work: @ 2% (Two percent) of the tendered value of work arrived for each month of delay to be computed on per day basis subject to the ceiling limit of security deposit already withheld or due to be withheld during imposition of the said clause and minimum payable compensation equivalent to the Earnest Money deposited (EMD).


Divisional Forest Officer
Panchet Division, Bishnupur

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 periods Ince inception of the Firm, if it was set in less than such three year's period.

Sl. No	Financial		Remarks
	Year	Turnover rounded up to Rs in lakh (two digit after decimal)	
1.	2018-2019		
2.	2019-2020		
3.	2020-2021		
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 3 years is to be obtained by dividing the total turnover by 3. If the Firm was setup in less than 3 year's period, consider the total turnover for the period from inception year to the year 2016-17 and divide by the no. Of years.
3. In case, the firm was set up in less than 3 year's period, mention the year of in caption in the 'Remarks' column.

Signature of the Bidder with seal

AFFIDAVIT – Y

(To be furnished in non-judicial stamp paper of appropriate value duly notarized)

- (I) I, the undersigned do certify that all the statements made in the attached documents are true and correct. In case of any information submitted, proved to be false or concealed, the application may be rejected and no objection/claim will be raised by the undersigned.
- (II) 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.
- (III) The undersigned would authorize and request any Bank, person, Firm, or Corporation to furnish pertinent information as deemed necessary and/or as requested by the Deputy Conservator of Forests, W.B. herein referred to as the _____ Tender Inviting & Accepting Authority, to verify this statement.
- (IV) The undersigned understands that further qualifying information may be requested and agrees to furnish any such information at the request of the Tender Inviting & Accepting Authority.
- (V) Certified that I have applied in the Tender in the capacity of individual/as partner of a firm & I have not applied severally for the same job.

Date: _____

Signature of authorized officer of the firm: _____

Title & Capacity of the officer: _____

Name of the Firm with Seal: _____

TECHNICAL BID FORMAT

Form IA-General Information about the Organization

Sl. No	Particulars	Details to be furnished
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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	Rate Quoted (Rs)
(1)	(2)	(3)
		At per Above % Below%
		Total Offered Amount by Tenderer (Rs)

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

