



GOVERNMENT OF WEST BENGAL

Directorate of Forests

Office of the Divisional Forest Officer, Medinipur Division

M. M. Nagar, Midnapore, Paschim Medinipur

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Memo No. 30A /2-(Budget)/2023

Dated Midnapore the

24-01-2024

**e-Notice Inviting Tender No: WBFOR/DFOMED/e-NIT 31/2023-24 2<sup>nd</sup> Call**

Tender for Providing of Protection Workers & Forestry Workers at Divisional Office, Range offices under the jurisdiction of Medinipur Division for the Financial Year 2023-24

In pursuance to the G.O No.-5400-F(Y) dated 25/06/2012 and its subsequent amendment No-2254-F(Y) dated 24/04/2014, the Divisional Forest Officer, Medinipur Division, M. M. Nagar, Midnapore, Paschim Medinipur on behalf of the Governor of West Bengal, invites e-Tender from reliable, resourceful, bonafide and experienced Agency/Firms/Companies/Contractors having requisite financial capability and sufficient technical credential on execution of similar nature of work as per following scheduled.

**A. Details of Work**

Name of Work	Estimated Amount (Rs.)	EMD Amount (Rs.)	SMD Amount(Rs.)	Period ofthe Work
Providing of 02 Nos. Protection Worker & 24 Nos. Forestry Workers at Divisional Office, various Range offices under the jurisdiction of Medinipur Division for the Financial Year 2023-24.	31,47,455.00	62,949.00	03 % of the offered rate	During 1(One) year

**Details information in c/w Providing of Protection Worker & Forestry Workers**

Sl. No.	Job Description	Particulars	Amount per Annum (Rs.)
1.	Providing of 2 Nos. Protection Worker & 24 Nos. Forestry Workers at various Range offices under the jurisdiction of Medinipur Division for the Financial Year 2023-24.	Minimum Wages for Forestry Workers (Basic Wages)Rs.302.00 x 336 Days x 24Nos.	24,35,328.00
2.		Minimum Wages for Protection Worker (Basic Wages) Rs. 405.00 x 336 Days x 2 Nos.	2,72,160.00
3.		Provident Fund @ 13% on Basic Wages	3,51,973.44
4.		ESI @ 3.25% on Basic Wages	87,993.36
<b>Total ::</b>			<b>31,47,454.80</b>
<b>Or Say Rs.</b>			<b>31,47,455.00</b>

1. **Amount of Earnest Money(EMD):** 2% of Estimated Cost. EMD should be submitted as per guidelines mentioned in the G.O No-3975-F(Y) dated 29/07/2016 and subsequent G.O No-2365-F(Y) dated 12/04/2018 through ICICI Bank payment gateway either by using internet banking or by NEFT/RTGS.
2. **Amount of Security Money (SMD):** 3% of Accepted Tender Value. Security Deposit will be deducted from Bill.
3. **Additional Performance Security @ 10% of the Tended Amount** shall be obtained from the successful bidder, if the accepted bid value is 80% or less of the estimate put to tender as per Memorandum No. 4608-F(Y) dated 18th July, 2018 of Audit Branch, Finance Department, Govt. of West Bengal.
4. **Tender Inviting Authority reserves his right of accepting/rejecting any/ all intending bidders** following the Finance Department G.O.No. 925-F(Y) dated 14.02.2017.
5. Those bidders, who has not completed works in previous financial year i.e. 2022-23, within time without substantial reason submitted in writing within proper time, will be barred from participating in tender process, if he/she submits, his/her bid will be summarily rejected.
6. This tender is being called for in anticipation of having approval from the competent Authority.



## B. SCHEDULE OF DATES

Activity	Date & Time
Publishing Date	24/01/2024 at 02.00 p.m.
Document Download (sale) start date (Online)	24/01/2024 at 02.00 p.m.
Bid submission start date (Online)	24/01/2024 at 02.00 p.m.
Last date for submission of uploaded copies of tender documents (Online)	09/02/2024 at 02.00 p.m.
Bid submission closing (Online)	09/02/2024 at 02.00 p.m.
Bid Opening date for technical proposal (Online)	12/02/2024 at 2.00 p.m.
Date of uploading of list of technically qualified bidders (Online)	To be notified in due course.
Date of uploading of final list of technically qualified bidders after disposal of appeal (Online)	To be notified in due course.
Date of opening of financial proposal (Online)	To be notified in due course

## C. Location details for deployment of Forest Protect Personnel

Sl. No.	Location	Deployment	
		Protection Workers	Forestry Workers
1	Different location under Medinipur Division	02 Nos.	24 Nos.
Total ::		02 Nos.	24 Nos.

### INSTRUCTION TO BIDDERS (ITB) Section – A

#### 1. General Guidance for e-Tendering

- 1.1 Instructions / Guidelines for tenderers for electronic submission of the tenders online have been shown in website <https://wbtenders.gov.in>
- 1.2 **Registration of Contractors/Firms/Agency/Companies**  
Any Contractor/Firm/Agency/Company willing to take part in the process of e-tendering will have to be enrolled and registered with the Government e-Procurement System.
- 1.3 **Digital Signature Certificate (DSC)**  
Each Contractor/Firm/Agency/Company is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders.
- 1.4 **Collection of Tender Documents**  
The Contractor/Firm/Agency/Company can search and download NIT and tender documents electronically from computer once he logs on to the website mentioned in Clause 1.1 using the Digital Signature Certificate. This is the only mode of collection of tender documents.
- 1.5 **Participation in more than one work**  
A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm or registered company. If found to have applied severally for a single work, all his applications will be rejected for that job.

## 2. Submission of Tenders: 2.1 General

### process of submission:

Tenders are to be submitted online through the website stated in Clause 1.1 in two folders, at a time for each work, one is Technical Proposal and the other is Financial Proposal, before the prescribed date and time mentioned in the list attached. Using the Digital Signature Certificate (DSC), the documents are to be uploaded, virus scanned and digitally signed. Tenderers should specially take note of all the addendum/corrigendum related to the tender and upload the latest documents as part of the tender.

## 2.2 Technical Proposal

The Technical Proposal should contain scanned copies and/or a declaration in standardized formats of the following in two covers (folders).

### **A. Technical File (Statutory Cover) containing**

- i. NOTICE INVITING TENDER (NIT) **(to be submitted in "NIT" Folder).**
- ii. Section B (Form I, Form II, Form III, Form IV and AFFIDAVIT – Y) **(to be submitted in "FORMS" Folder).**

Scanned copy of **e-challan generated from State Govt. E-Procurement Portal for Earnest Money Deposit (EMD)** shall be uploaded and is to be remitted by the Tenderer as mentioned in the NIT document in favour of "Divisional Forest Officer, Medinipur Division".

- iii. Instructions to Bidders. **(To be submitted in "ITB" Folder)**

- iv. General Terms & Conditions of Contract. **(to be submitted in "GT AND CC" Folder)**

- v. Technical Specification. **(to be submitted in "TS" Folder)**

**Note:** a) **E-challan generated from State Govt. E-Procurement Portal for Cost of Tender Documents & EMD** should be submitted physically to **the Divisional Forest Office, Medinipur Division** as per the 'Date & Time Schedule' stated in N.I.T. Technical Bid & Financial bid both will be submitted concurrently duly digitally signed in the Website <https://wbtenders.gov.in>. Tender document may be downloaded from website & submission of Technical Bid/Financial Bid as per Tender Schedule

**Addenda/Corrigenda, if published:** Contractors are to keep track of all the Addendum/Corrigendum issued with a particular tender and upload all the above, digitally signed, along with the NIT. Tenders submitted.

- vi **Addenda/Corrigenda, if published:** Contractors are to keep track of all the Addendum/Corrigendum issued with a particular tender and upload all the above, digitally signed, along with the NIT. Tenders submitted.



**D. My Document (Non-Statutory Cover)**

Sl. No.	Category Name	Sub-Category Description	Document Name	
A.	CERTIFICATES	CERTIFICATES	(For details see ITB & relevant clauses of NIT)	
			1	P.T. deposit receipt Challan
			2	ESI, PF and GST Registration Certificate
			3	I.T.R. Acknowledgement Receipt
			4	I.T. PAN Card
			5	Voter ID Card / Aadhaar Card
B.	COMPANY DETAILS	COMPANY DETAILS	1	Proprietorship Firm - Trade License.
			2	Partnership Firm - Registered Partnership Deed, Registered Power of Attorney, Trade license.
			3	Pvt. Ltd. Company - Registration Certificate under Company's Act, MOA & AOA, Registered Power of Attorney, Trade license.
			4	Registered Un-employed Engineers and Labour Co-operative Societies Limited.
C.	CREDENTIAL	CREDENTIAL	1	Experience Profile - List of completed Projects of similar nature of 100% completion of work. Work order will not be sufficient. Completion certificate is must
			2	Completion Certificate from the concerned.
D.	FINANCIAL (INFO)	TURN OVER	1	Authenticated copy of the Income Tax Returns
			2	Last Three years Audited Balance Sheet
		PAYMENT CERTIFICATE	3	Only Payment Certificate of work issued by the Concerned Supervisor and not the TDS certificate
E.	DECLARATION	STRUCTURE & ORGANISATION AFFIDAVIT	1	Details of Structure and Organization ITB Section B Form III.
			2	An affidavit made that no adverse report against the bidder
		TECHNICAL STAFF	3	An affidavit mentioning the name of the technical staff as described in Clause 3(l).

### 2.3. Financial Proposal

- i) The financial proposal should contain the Bill of Quantities (B.O.Q) in one cover (folder). The contractor is to quote the **percentage rate** indicating (including all service charge)
- Excess in % or
  - Less in % or
  - Excess or Less 0.00% to indicate at par
- in the space marked for quoting rate in the BOQ.
- ii) Only downloaded copy of the B.O.Q. are to be uploaded quoting the rate, virus scanned & digitally signed by the contractor.

### 3. Eligibility Criteria for participation in tender:

The intending bidders/agencies should have the following qualifications for enlistment:

- I. Registration under the Private Security Agencies (Regulations) Act, 2005.
- II. Valid Licenses under the above-mentioned Act read with the prescribed Rules.
- III. Credentials to prove their satisfactory past services in Govt., PSU & Other enterprises. Valid Service Tax Registration certificate, PAN Registration, Income Tax Return for last three assessment years, PF/ESI (wherever applicable) registration, Profession Tax Registration certificate, Appointment order, work completion certificate.
- IV. Code numbers under the Employees Provident Fund Act and ESI Act.
- V. Valid Registration Certificate under EPF Act, ESI Act etc.
- VI. Minimum 50 (Fifty) numbers of Forestry works employed in different organizations in last 1 year during the financial year 2022-23.
- VII. Tender submitted by any Agency/Firm/State Govt./Central Govt./State & Central Govt. undertakings who has been blacklisted by any State Government/Central Government/State & Central Undertakings and / or convicted by a Court of law will be summarily rejected.
- VIII. Audit Report for three financial years for Companies and Tax Audit Reports for other than company.
- IX. The Selected Bidder must have its offices in West Bengal. Agencies operating from outside the state without office(s) in West Bengal will not be considered. Selected Bidder must give the proper address of offices in west Bengal (its registered office).
- X. Govt. owned enterprise having similar business experience may also participate. Bid document shall not be issued from the Office by post or by courier.
- XI. 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]
- XII. Registered Un-employed Engineers' Co-operative Societies / Labour Co- operative Societies are required to furnish the following documents: - [Non-statutory Documents]
  - a. Current "No Objection Certificate" from the Assistant Registrar of Co-operative Societies.
  - b. Supporting documents showing area of operation.
  - c. Bye-laws duly approved by the Assistant Registrar of Co-operative Societies.
  - d. Name with address and signature (in original) of the present Board of Directors of the Co-operative Society
  - e. 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.
- XIII. 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.
- XIV. Joint Ventures will not be allowed.



- XV. 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.
- XVI. No conditional / Incomplete Tender will be accepted under any circumstances.

**XVII. Financial Tender Eligibility: -**

- i) Intending tenderers should produce credentials of a similar nature of completed work of the minimum value of 40% (Forty percent) of the estimated amount put to the tender during 5 (five) years prior to the date of issue of the tender notice; or,
- ii) Intending tenderers should produce credentials of 2 (two) similar nature of completed work, each of the minimum value of 25% of the estimated amount put to tender during 5 (five) years prior to the date of issue of the tender notice; or,
- iii) Intending tenderers should produce credentials of one single running work of similar nature which has been completed to the extent of 75% or more and value of which is not less than the desired value at (i) above;

In case of running works, only those tenderers who will submit the certificate of satisfactory running work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the tender. In the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executed agency, i.e. the tenderer.

**4. Opening of Technical Proposal**

Technical proposals will be opened by the authorized representatives electronically from the website stated in Clause 2.1, using their Digital Signature Certificate. Intending tenderers may remain present, if they so desire. Cover (Folder) for Statutory Documents should be opened first, if found in order, Cover (Folder) for Non-Statutory Documents will be opened. If there is any deficiency in the Documents, the tender will summarily be rejected. Decrypted (transformed into readable formats) documents of the Non statutory Cover will be downloaded, and handed over to the Tender Evaluation Committee (constituted for evaluation of tenders).

**5. Uploading of summary list of technically qualified tenderers (1st round)**

Pursuant to scrutiny and decision of the Tender Evaluation Committee (TEC), the summary list of eligible tenderers with the serial number of work(s) for which their Financial Proposals will be considered will be uploaded in the web portals.

While evaluation, the Committee may summon the tenderers and seek clarification / information or additional documents or original hard copy of any of the documents already submitted and if these cannot be produced within the stipulated time frame, their proposals will be liable for rejection.

**6. Final publication of summary list of technically qualified tenderers**

Date of opening of financial bid will be intimated in the final summary list.

**7. Opening and Evaluation of Financial Proposal**

Financial proposals of the tenderers declared technically eligible by the Tender Evaluation Committee will be opened electronically from the web portal stated on the prescribed date, normally after 2 (two) working days of date of publication of final summary list of the tenderers.

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 West Bengal Forest department, may



upload the final summary result containing inter-alia, 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.

#### 8. 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.

#### 9. 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 and necessary action will be taken as per existing Rules. In addition, his user ID will be deactivated and Earnest Money Deposit/SD will stand forfeited. Besides, the **WEST BENGAL FOREST DEPARTMENT** may take appropriate legal action against such defaulting tenderer.

#### 10. Scope of works:

The scope of work includes providing watch and ward security guard services as per requirement of Divisional Forest Officer, Medinipur Division. The scope of work shall include but not limited to the following:

- I. The deployed personnel shall be very punctual while reporting to office.
- II. They shall not allow any unauthorized person in the office premises except those allowed by authorized Staff of the concerned Office.
- III. The personnel deployed shall regulate incoming and outgoing of public in Offices, Depots, Parks and gardens so as to prevent any theft and also shall not allow any unauthorized movement of any persons and goods from or into premises and to take steps for occurrence of any untoward incident.
- IV. The Agency shall ensure availability of mobile phone with the personnel deployed on duty for communicating with the concerned authority in case of any emergency.
- V. The deployed personnel shall continuously monitor the office premises, Depots and parks and Garden premises and check the area and inform and assist police/fire brigade in operating firefighting equipment in the times of any emergency.
- VI. Prevent misuse of water/ electricity by closing stopcock and switching of lights, fans, etc. including monitoring of electric points, switches, lights, AC's, Fans, Computers, ticketing rooms etc.
- VII. The deployed personnel shall prevent any untoward incidents & report the same to the authorities/ management without any delay.
- VIII. The deployed personnel shall deposit any missing material/ article found in the working premises with the authorized officials of the concerned office immediately without any delay.
- IX. The deployed personnel shall maintain visitor movement record if desired by the authorities/ management.
- X. The deployed personnel shall check the vehicles in the parking area during night shift/holidays/Sundays and make a note of it in the register as per the direction of authorized representatives of the concerned office.
- XI. The tenderer shall make necessary arrangement as per the scope of work and responsibilities on all working days including Sundays and holidays with reference to Tender documents.
- XII. In case the services are not found to be satisfactory, DFO, Medinipur Division reserves the right to cancel the service from the assigned agency after informing the reasons for the same.
- XIII. Services may be extended, on the same terms & conditions up to such period as may be decided by Divisional Forest Officer, Medinipur Division after approval from the competent authority subject to satisfactory service.



XIV. The personnel on duty shall not sleep, consume liquor or play cards while on duty or indulge in any disruption activity not in conformity with his duties.

XV. The deployed personnel are required to perform such other duties as may be decided by the competent authorities.

#### **11. Period of Contract:**

Validity of contract is usually for a period of one year. However, the contract is extendable for such period as may be decided by the competent authority of Divisional Forest Officer, Medinipur Division even after expiry of the contract until fresh tender is floated, on existing terms & conditions of earlier contract, strictly on the basis of satisfactory performance, at the sole discretion of Divisional Forest Officer, Medinipur Division. During extension of the tender outside the contract period, the contractor has to mandatorily extend the services in the existing terms and conditions.

#### **12. Payment procedure:**

##### **a) Payment by Net Banking (any listed bank) through ICICI Bank Payment Gateway :**

- i) On selection of RTGS/NEFT as the payment mode, the e-Procurement portal will show a pre-filled challan having the details to process RTGS/NEFT transaction.
- ii) The bidder will print the challan and use the pre-filled information to make RTGS/NEFT payment using his Bank account.
- iii. Once payment is made, the bidder will come back to the e-Procurement portal after expiry of a reasonable time to enable the NEFT/RTGS process to complete, in order to verify the payment made and continue the bidding process.
- iv. If verification is successful, the fund will get credited to the respective Pooling account of the Eastern Highway Circle Government /PSU/ Autonomous Body/Local Body/PRIs, etc. maintained with the Focal Point Branch of ICICI Bank at R.N. Mukherjee Road, for collection of EMD/Tender Fees.
- v. Hereafter, the bidder will go to e-Procurement portal for submission of his bid.
- vi. But if the payment verification is unsuccessful, the amount will be returned to the bidder's account.

##### **B. Refund/Settlement Process:**

- a. After opening of the bids and technical evaluation of the same by the tender inviting authority through electronic processing in the e-Procurement portal of the State Government, the tender inviting authority will declare the status of the bids as successful or unsuccessful which will be made available, along with the details of the unsuccessful bidders, to ICICI Bank by the e-Procurement portal through web services.
- b. On receipt of the information from the e-Procurement portal, the Bank will refund, through an automated process, the EMD of the bidders disqualified at the technical evaluation to the respective bidders' bank accounts from which they made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on rejection of bid is uploaded to the e-Procurement portal by the tender inviting authority.
- c. Once the financial bid evaluation is electronically processed in the e-Procurement portal, EMD of the technically qualified bidders other than that of the L1 and L2 bidders will be refunded, through an automated process, to the respective bidders' bank accounts from which they made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on rejection of financial bid is uploaded to the e-Procurement portal by the tender inviting authority. However, the L2 bidder should not be rejected till the LOI process is successful.



- d. If the L1 bidder accepts the LOI and the same is processed electronically in the e-Procurement portal, EMD of the L2 bidder will be refunded through an automated process, to his bank account from which he made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on Award of Contract (AOC) to the L1 bidder is uploaded to the e-Procurement portal by the tender inviting authority.
- e. As soon as the L1 bidder is awarded the contract (AOC) and the same is processed electronically in the e-Procurement portal.
- f. EMD of the L1 bidder for tenders of State Government offices will automatically get transferred from the pooling account to the State Government deposit head "8443-00-103-001-07" through GRIPS along with the bank particulars of the L1 bidder.
- g. EMD of the L1 bidder for tenders of the State PSUs/Autonomous Bodies/Local Bodies/PRI, etc will automatically get transferred from the pooling account to their respective linked bank accounts along with the bank particulars of the L1 bidder. In both the above cases, such transfer will take place within T+1 Bank Working Days where T will mean the date on which the Award of Contract (AOC) is issued.
- h. The Bank will share the details of the GRN No. generated on successful entry in GRIPS with the E-Procurement portal for updating.
- i. All the refund process of EMD will be done electronically and the Tender Inviting Authority (TIA) is not responsible for any delay or non-payment due to technical slag or any other reason. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD & Tender Fees (if any) was initiated.

### **13. 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 Office, Medinipur 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 Divisional Forest Office, Medinipur 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 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 Divisional Forest Office, Medinipur Division, W.B. about the time and date of the visit.

### **14. General Tender Conditions:**

- I. Canvassing in connection with the tender is strictly prohibited and those bids will be summarily rejected without giving any notice.
- II. Any evidence of unfair trade practices, including overcharging, price fixing, cartelization etc. as defined in various statutes, will automatically disqualify the bidder.
- III. The contractor/Firm/Agency/Company shall provide necessary insurance coverage to his workmen engaged in the execution of his contract so as to hold the Divisional Forest Officer, Medinipur Division, non-liaible for any acts from contractor's workmen in case of any accident / mishap including death. The insurance cost of personnel working for the contractor at the site shall be borne by the contractor. The contractor may provide the Group Insurance Scheme of LIC or any other Insurance agency for his workmen.



If any of the persons engaged by the contractor/Firm/Agency/Company misbehaves with any of the officials/visitors of Divisional Forest Officer, Medinipur Division or commits any misconduct or suffers from any serious communicable disease, the Contractor shall replace them immediately. In case the authority of Divisional Forest Officer, Medinipur Division feel that the conduct of any of CONTRACTOR'S employees is detrimental to the interests of the office of DFO, Medinipur Division shall have the unqualified right to request for removal of such employee either for incompetence, unreliability, misbehavior, security reasons, etc., while on or off the job. The contractor/Firm/Agency/Company shall comply with any such request to remove such personnel at Contractor/ Firm/ Agency /Company expense unconditionally.

The contractor/Firm/Agency/Company will be allowed a maximum of two working days to replace the person by competent qualified person at contractor/Firm/Agency/Company cost.

- IV. The contractor/Firm/Agency/Company shall not engage/employ persons below the age of 18 years or above 60 yrs. of age in violation of extant Rules.
- V. The contractor shall issue appointment letters to the persons engaged by him for deployment under this contract, a copy of which should be submitted to Divisional Forest Officer, Medinipur Division, for record purposes.
- VI. It shall be ensured that all Security guards are paid wages not less than the minimum wages declared by Govt. of West Bengal. All statutory obligations like PF, ESI, etc. must be paid in respect of the guards employed by the Agency. All these obligations shall be the liability of the Agency.
- VII. The Contractor/ Firm/ Agency /Company shall pay wages directly to his workmen through electronic payment mode/ by cheque payment. He will ensure that all the personnel deployed have proper Bank accounts in the Scheduled banks
- VIII. In case it is found that the wages are not being paid in accordance with the statutory Minimum Wages Act, the contract shall be terminated forthwith & the Performance Security/Security Deposit shall be forfeited.
- IX. The Agency shall be responsible for payment of wages etc. to the deployed personnel as per prevailing Acts/Orders as applicable issued by the Govt. of West Bengal time to time. If any dispute arises between the Agency & the personnel employed by it in the matter of wages or any other service condition, it shall be settled by the Agency & the personnel engaged by it themselves and Divisional Forest Officer, Medinipur Division, shall not be a party in any such dispute.
- X. Contractor/ Firm/ Agency /Company shall provide proper numbered photo identification cards to his employees to be deputed by him for work, duly signed by the contractor or person authorized on behalf of contractor.
- XI. The Contractor/ Firm/ Agency /Company shall be able to pay at least 6 months of wages to the Personnel.
- XII. The personnel deployed by the Contractor/ Firm/ Agency /Company as Forestry works shall meet the following requirements: i) Should be medically fit for the job, ii) duly certified the same from competent authorities from time to time, iii) Should possess good conduct and discipline, this is liable to be cross- checked by authorized Officials of Divisional Forest Officer, Medinipur Division, if required. iv) The contractor shall not engage/employ persons below the age of 18 years or above 60 years of age in violation of extant Rules.
- XIII. On receipt of the Work Order the Contractor shall have to enter into an Agreement with Divisional Forest Officer, Medinipur Division in which one of the Clauses would be an arbitration clause as per the Arbitration Act which will be enforceable by either party in case of any dispute arising out of the Work Order.
- XIV. The lowest Tenderer cannot sublet the work under any circumstances. If it was found that the contractor has sublet the work, then the contract gets automatically cancelled and all EMD/SD shall be forfeited and legal action will be initiated as per extant Rules/Acts.
- XV. Under no circumstances the Contractor/ Firm/ Agency /Company can exit from the Contract. In case the Contractor wishes to exit from the Contract, necessary action will be taken as per existing Rules and whole of Security Deposit/ Performance Security will be forfeited and the contractor will be Blacklisted and barred from participation of any Bids in the future.
- XVI. The requirement of number of Personnel (unskilled) given in the scope of work is only indicative and Divisional Forest Officer, Medinipur Division, serves the right either to increase or decrease it as per requirement. The decision of the Divisional Forest Officer, Medinipur Division, in this regard shall be final and binding on the Contractor.

**XVIII. The Tenderer/Bidder 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.**

**XIX.** 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 form (BOQ).

**XX.** 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.

**15. Validity of Bids:**

Bid shall remain valid for a period not less than 120 days after the stipulated 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.

**16. Verification of credentials and documents:**

Before issuance of the work order, the Tender Accepting Authority, if required, may verify the authenticity of the credentials and other documents submitted by the lowest Tenderer. After verification, if it is found that such documents submitted by the lowest Tenderer is either manipulated or false in that case, work order will not be issued in favour of the Tenderer under any circumstances and EMD and SD money will be forfeited and legal action will be taken against him as per extant Rules/Acts.

**17. For any default in Mid-term contract:**

For any default in midterm of contract, necessitating termination of the contract and change of Selected Bidder, all dues including 5% penalty will be deducted from the pending bills or earnest money deposit (EMD) of the defaulting company. The contracting Selected Bidder shall not be eligible to get payment against any such bills. If Divisional Forest Officer, Medinipur Division has already made payment of such bills, the same will be realized from the agency through Demand Draft/Pay Order submitted as Bid Guarantee (EMD) / pending bills of contracting Selected Bidder lying with the Divisional Forest Officer, Medinipur Division.

**18. Cancellation of Tender:**

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

**19. Security Deposit/Performance Security:**

The successful Tenderer to whom a Letter of Acceptance has been issued shall submit within 7 (Seven) days from the date of Letter of Acceptance, **Performance Security/Security Deposit which is 3% (Three 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. Security Deposit shall have to be deposited in the form of in favour of The Divisional Forest Officer, Medinipur Division, through Demand Draft. **Any necessary extension of validity of Instrument shall be obtained by contractor. The amount of Security Deposit shall be refunded to the contractor after 6 months of successful Completion of Works subject to satisfied performance of works which is verified by authorized representatives of The Divisional Forest Office, Medinipur Division. Any unsatisfactory work would result in forfeiture of the Security deposit/Performance Security.**



## 20. Payment of the Bills:

- a) Payment will be made on per security personnel basis only. Monthly payment will be made directly to the Selected Bidder on the basis of actual number of security guards billed. The Selected Bidder shall submit bills in triplicate. The bill has to be certified by the Supervising Officer authorized by Divisional Forest Officer, Medinipur Division.
- b) The Contractor/ Firm/ Agency /Company to submit proof of EPF& ESI deposit (Online generated paid challan/certificate) in the PF, ESI code as would be submitted by the Selected Bidder and related document against each employee. Where ESI provisions are not applicable, insurance documents as a proof of medical benefit are to be submitted with bill.
- c) The Contractor/ Firm/ Agency /Company shall deploy adequate number of persons for execution of the work undertaken on contract regulating their working hours and weekly off within the statutory limits. The contractor shall be responsible for payment of overtime wages to his workmen if any, in case they are required to work beyond the prescribed hours under law. No double shifts of Security personnel is allowed.
- d) No advance payment would be made. Release of payment for second month onwards is subject to verification of full payment made to E.P.F. & E.S.I. authorities where applicable in respect of persons engaged for the previous month.
- e) The Contractor/ Firm/ Agency /Company r while submitting the bill shall enclose a certificate stating that salaries for all engaged Security personnel has been disbursed for the said month.
- f) All bills shall be addressed to Divisional Forest Officer, Medinipur Division.
- g) The payment of the bills is subjected to accord of Administrative Sanction and Financial Release of requisite fund from concerned Authorities. This office of Divisional Forest Officer, Medinipur Division is not liable for non-release/ delay in fund allocation. Bills shall be paid only when requisite fund is released to the Divisional Forest Officer, Medinipur Division in suitable Head of Service of the Accounts.
- h) 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 outrightly rejected at any stage and legal action will be taken against him.
- i) 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).

## 21. Deduction of Taxes etc.:

Deduction of Income Tax from the Contractor's Bill will be made as per Govt. rules. GST & 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 etc. stated above.

## 22. Penalties:

If Selected Bidder have failed to deliver the pay slips as a proof of wages to the security personnel individually within one month from the date of payment will attract penalty @ Rs. 2/- per security guards for such non delivery and in case of failure to supply proper dress, uniform, lathi, Gun and torch to each security personnel a penalty @ Rs. 500/- will attract per guards also. The same will be deducted in the subsequent bills or from the Security Deposit/ Performance Security, as the case may be.



### **23. 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.

### **24. MOBILISATION ADVANCE/ COST OVER RUN:**

No Mobilization 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.

### **25. Tie Breaker:**

In case of identical Bids by more than one Bidder, the following Tie-breaker procedure will be adopted to break the tie (in order of listing):

- a. Turnover of the Bidder: More the turnover, more the preference.
- b. Duration of Establishment: Longer the period of establishment, more the preference.

### **26. Right to Reject or Accept the Bid:**

The Divisional Forest Officer, Medinipur Division reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the action.

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

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

## 28. 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, Western Circle, Govt. of West Bengal. Should the Chief Conservator of Forests, Western Circle, Govt. of 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,  
Medinipur Division.

Memo No. 304 /2-Budget/2023

Dated Medinipur, the 24/01/2024

### Copy forwarded for wide circulation & information to:

- 1) The Principal Chief Conservator of Forests, (HoFF), West Bengal.
- 2) The Principal Chief Conservator of Forests, General, West Bengal.
- 3) The Chief Conservator of Forests, Western Circle, West Bengal.
- 4) The Chief Conservator of Forests, MIS & e-governance, West Bengal to upload the Tender Notice in the website: [www.westbengalforest.gov.in](http://www.westbengalforest.gov.in).
- 5) The Sabhadhipati, Paschim Medinipur Zilla Parishad.
- 6) The District Magistrate, Paschim Medinipur.
- 7) The Superintendent of Police, Paschim Medinipur.
- 8) The District Information & Cultural Officer, Paschim Medinipur.
- 9) The Sub Divisional Officer, Medinipur Sub Division.
- 10) The Treasury Officer, Medinipur Treasury.
- 11) All Divisional Forest Officer, Western Circle.
- 12) The Asst. Divisional Forest Officer, Medinipur Division.
- 13) All Range Officers, Medinipur Division.
- 14) Notice Board.

  
Divisional Forest Officer,  
Medinipur Division.

**Section – B  
FORM-I  
APPLICATION**

**To,  
The Divisional Forest Office,  
Medinipur Division.**

Subject: Name of the Work with Tender reference no.

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

Dear Sir / Madam,

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 farm: \_\_\_\_\_

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

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



**Section-B**  
**FORM II**  
**(To be filled up by Tenderer)**

To,  
The Divisional Forest Office,  
Medinipur Division.

Dear Sir/ Madam,

Tender Reference No. ....

1. I/We refer to the tender notice issued by you for the work 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 \_\_\_\_\_ Financial BOQ)..... 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 10 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 Farm:

1) \_\_\_\_\_.

2) \_\_\_\_\_.

Section - B

FORM - III  
STRUCTURE AND ORGANISATION

A.1. Name of the applicant (Tenderer):

A.2. Office Address:

Telephone No.:

Fax No.:

e-mail :

A.3. Name and address of Bankers:

A.4. Attach an organization chart showing the structure of the company with names of key personnel and technical staff with Bio-data

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

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

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

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

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Note: Application covers Proprietary Farm, Partnership, Pvt. Ltd. Company or Corporation



Section-B

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 5 (five) 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 Divisional Forest Office, Medinipur Division, 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 work.

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

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

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

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

## GENERAL SUMMARY

Providing of 2 Nos. Protection Worker & 24 Nos. Forestry Workers at Divisional Office, various Range offices under the jurisdiction of Medinipur Division for 1 (one) year.

Tender reference No. \_\_\_\_\_

Sl. No.	Description	Amount (Rs.)
1.	Providing of 2 Nos. Protection Worker & 24 Nos. Forestry Workers at Divisional Office, various Range offices under the jurisdiction of Medinipur Division for 1 (one) year.	Rs.
	Total Amount	Rs.
	(in figures) Rupees _____ only.	

Time of Completion \_\_\_\_\_ days.

I/We offer to execute the work: \_\_\_\_\_ (Tenderer should quote rate in the BOQ of Financial Bid but not here).

- a) At par with Rs. \_\_\_\_\_ (Rate to be quoted in Financial Bid) as per priced schedule of quantities.
- b) \_\_\_\_\_ % \_\_\_\_\_ (in words) above the priced schedule of quantities.
- c) \_\_\_\_\_ % \_\_\_\_\_ (in words) below the priced schedule of

quantities.

- d) Total : Rs. \_\_\_\_\_ (Rate quoted as in Financial BOQ)

**Signature of Tenderer  
with Seal**

**Signature of Tender  
Inviting Authority**

**Signature of Tender  
Accepting Authority**

Signature of Witness: \_\_\_\_\_

Name of Witness: \_\_\_\_\_

Address: \_\_\_\_\_