



**WEST BENGAL FOREST & BIODIVERSITY CONSERVATION SOCIETY  
OFFICE OF THE HEAD, BANKURA NORTH D.M.U.  
MACHANTALA, BANKURA**

**NOTICE INVITING e-TENDER**

Notice Inviting e-Tender No. **WBFBCP/NIT-02/BKNDMUof 2018-19**

The **HEAD, BANKURA NORTH DMU, AND DIVISIONAL FOREST OFFICER BANKURA NORTH DIVISION, BANKURA**, Directorate of Forests, Government of West Bengal, on behalf of the Governor, West Bengal invites **e-tenders** for the following work(s) from the eligible Contractors as detailed in the table below. [Collection (downloading) and Submission (uploading) of Tender can be made online through the website <http://wbtenders.gov.in> only].

**SCHEDULE – I**


Project No	Name of the Work	Range/FMU	FPC/ Place of work	Estimated Amount(Rs.)	Cost of Tender Paper	EMD	Period of completion works
1	Construction of Community Hall	Beliatore	Barkura	5,55,452/- x 3 Nos. <b>=16,66,356/-</b>	1,000/-	33,327/-	90 days
	Construction of Community Hall	Beliatore	Srikrishnapur				
	Construction of Community Hall	Beliatore	Nityanandapur				

**SCHEDULE-II**

- 1. Amount of Earnest Money:** 2% of Estimated Cost ,submitted in favour of the "Head Bankura North DMU", Payable at **Bankurain** the form of Demand Draft.
- 2. Cost of Tender Paper:** **Rs. 1000/- (Rupees One Thousand)** only per Tender submitted in favour of the "Head Bankura North DMU", Payable at **Bankura** in the form of Demand Draft.
- 3. Amount of Security Money:** 10% of Accepted e-Tender Value submitted in favour of the "Head Bankura North DMU", Payable at **Bankurain** the form of Demand Draft.
- 4. The work should be done as per enclosed Estimate.**

## **SCHEDULE OF DATE& TIME**

<b>Key Activities</b>	<b>Date</b>	<b>Time</b>
Publishing of NIT & Other Documents (online)	24.07.2018	10:00 AM
Documents download start date (Online)	24.07.2018	10:00 AM
Bid Submission Start Date (online)	24.07.2018	10:00 AM
Bid Submission closing Date (online)	07.08.2018	5:00 PM
<b>Last Date of submission of original copies for the cost of, Earnest Money Deposit and Tender Fee. Other documents (Credentials , certificate etc. Xerox copy Offline)</b>	<b>24-07-18 to 09-08-18</b>	<b>5:00 PM</b>
Bid opening date for Technical Proposals (Online)	10.08.2018	11:00 AM
Date of uploading list for Technically Qualified Bidder(online)	After Technical Bid Evaluation	
Date of uploading the final list of Technically Qualified Bidder(online) after disposal of appeals, if any.	After Technical Bid Evaluation	
Date for opening of Financial Proposal (Online)	To be notified in due course	

  
Head,  
Bankura North DMU

## GENERAL TERMS & CONDITIONS OF CONTRACT

### **1. Drawing / Map:**

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

### **2. Interpretations:**

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

- I) The term Tender Inviting Authority shall mean Divisional Forest Officer Bankura North Division, Bankura, West Bengal, and include its successor and assigns or the Officers authorized to deal with any matters which those presents are concerned on its behalf.
- II) The term REPRESENTATIVE shall mean Authorized Official of the Dy. Divisional Forest Officer, Bankura North Division, Bankura W.B.
- III) **CONTRACTOR** shall mean the firm or company or person whose e-Tender has been accepted by the Tender Inviting Authority and includes his (their) heirs, legal representative assigns and successors.
- IV) **SITE** shall mean the site of the contract work **including any erections thereof and any other land adjoining**
- V) **There to (inclusively as aforesaid allotted by the Tender Inviting Authority for the contractor's use).**
- VI) This **CONTRACT** shall mean Articles of Agreement, these conditions, the schedule of quantities, the general instructions to the Contractor, the specifications, the drawings / maps and correspondences by which the contract is added, amended, valued or modified in any way by mutual consent.
- (I) **ACT OF INSOLVENCY** shall mean any act of insolvency as desired by the Presidency Towns Insolvency Act or the Provincial Insolvency Act or any amending statutes.
- (II) **THE WORKS** shall mean the work or works to be executed or done under this contract.
- (III) The **SCHEDULE OF QUANTITIES, BILL OF QUANTITIES** shall mean the Schedule or Quantities as specified and forming part of contract.

### **3. Scope of works:**

The work to be done is covered in this e-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 completion of the work. All work during its progress and upon completion shall conform to lines as shown on the drawing/map furnished by the Tender Inviting Authority. 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 Tender Inviting Authority 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 Tender Inviting Authority. 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 Tender Inviting Authority who shall be the final authority. The Tender Inviting Authority 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 Tender Inviting Authority's instructions in regard to:

- a) The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.
- b) Any discrepancy in the drawings/maps or between the schedule of Quantities and /or Drawings/Maps and/or Specifications.
- c) The removal from the site of any materials brought thereon by the Contractor and the substitution of any other materials thereof.
- d) The demolition, removal and/or re-execution of any work executed by the Contractor.
- e) The dismissal from the work of any person employed thereupon.
- f) The opening up for inspection of any work covered up.

The Contractor shall forthwith comply with and duly execute any work comprised in such Tender Inviting Authority's instructions provided always that verbal instructions, directions and explanations given to the Contractor or his representative upon the works by the Tender Inviting Authority 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 Tender Inviting Authority. Rates of items not mentioned in the Priced Schedule of Quantities shall be fixed by the Tender Inviting Authority, as provided in Clause **VARIATION**. If complete with the Tender Inviting Authority'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 Tender Inviting Authority shall pay to the Contractor the price of the said work an extra to be valued as hereinafter provided and /or loss.

### **4. Variations:**

The Contractor may when authorized and shall when directed, in writing by the Tender Inviting Authority 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 Tender Inviting Authority, 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 Tender Inviting Authority as herein mentioned any variation i.e. additions, omissions or substitutions shall vitiate the Contract.

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

(b) For the rates for the additional, altered or substituted work for items not mentioned in the e-Tender, the Contractor shall, within 7days of the date of receipt of the order to carry out the work, inform the Tender Inviting Authority 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 Tender Inviting Authority shall determine the rates on the basis of the prevalent market rates and certify for the payment accordingly. The analysis shall be prepared on the basis of actual cost of materials and labour plus 10 (ten) per-cent to cover overhead supervision and profit etc.

However, the Tender Inviting Authority, 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 e-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 Tender Inviting Authority the workman's names) and materials used be delivered for verification to the Tender Inviting Authority 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 Tender Inviting Authority shall be accepted as final. No supplementary items shall be taken up for execution except with prior written approval of the e Tender Inviting Authority. The Tender Inviting Authority 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 Tender Inviting Authority at their discretion will fix the price of such materials based upon market value. The contractor may be asked to produce original bills and /or Cash Memos in respect of purchases of such materials from market. Bills and Cash Memos in this regards shall not be entertained unless purchases are affected from registered regular merchants engaged in the trade of such items.

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

#### **6. Site Conditions:**

The contractor shall inspect the work site where the work under this contract are to be carried out, and note carefully the area restrictions and obtain for themselves at their own responsibility all the information which may be necessary for the purpose of the successful execution of the contracted work. They must also make themselves 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 e-Tender. Tender Inviting Authority 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 Contractors have failed to comply with this condition. All equipment required to be maintained are to be kept free from damages due to operation connection with the work. The site shall be made available to the Contractors in the present condition. Site organization within this site boundary shall be the responsibility of the Contractors.

#### **7. Persons E-Tendering shall visit SITE Etc.**

Persons e-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.

#### **8. Contractor to provide everything necessary:**

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

materials inclusive of all taxes and duties whatsoever except for specific items, if any, stipulated in the e-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 of the said work,

**8. Access:**

The Tenderer /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 Tender Inviting Authority. 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 Tender Inviting Authority for doing so.

**9. 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 Tender Inviting Authority during the execution of the work and to their entire satisfaction.

**10. Contractor's Employees:**

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

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.

**11. 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.

**12. Clearing Away:**

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

13. The Contractor shall not without the written consent and approval of the Tender Inviting Authority assign the agreement or sublet any portion of the work.

**14. 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.

**15. Materials:**

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

**16. Method of Measurement:**

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

## **17. PAYMENT:**

### **RUNNING ACCOUNT PAYMENTS:**

Payment on Running Bills, at the discretion of the Tender Inviting Authority, shall be made to the Contractor on the bills certified by the Representative of the Tender Inviting Authority. All bills shall be prepared by the Contractor in the form prescribed by the Tender Inviting Authority. For this purpose, the Contractor must submit his/their R.A. Bills in the proper form duly accompanied by detailed measurements of works done and showing the deductions for previous payment received by him and also the deduction towards cost of materials(if any), supplied by the Tender Inviting Authority, the contractor shall be paid against measured bills only. Intermediate payments shall be regarded as payments by way of advance against the final payment any and not preclude the requiring of bad unsound and imperfect or unskilled work to be demolished, removed and taken away and reconstructed, or to be any part thereof in any respect or the accruing of any claim, nor shall it conclude, determine or affect in any way the powers of the Tender Inviting Authority, under these conditions or any of them so as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. *Payment on R.A. Bill will be made after deduction of statutory deductions like, I.Tax, Labour Welfare Cess, CGST & SGST etc as per rule.* Payment on materials stocked at site shall not be made. Payment of supplementary items shall only be made after those one entered properly in the site instruction book, approved and sanctioned by the Employer.

### **18. 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.

### **19. 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.

### **20. Commencement and Completion of Work:**

#### **EXTENSION OF TIME AND LIQUIDATED DAMAGES FOR DELAY:**

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

### **21. Escalation of Prices:**

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

### **22. Damage to Persons and Property/Insurance in respect of:**

The Contractor shall be responsible for all injury to persons/labourers or things or adjacent forest property which may arise from the operations or neglect of himself or of any sub-contractor or of any of his sub-contractor's employees, whether such injury or damage arises from carelessness, accident or any other cause whatever in any way connected with the carrying out of his contract.

The contractor shall indemnify the employer and held them harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of Government or otherwise and also in respect of any award or compensation or the Contractor shall restore and repair all damage of every sort mentioned in this clause so as to deliver up to the whole of contract works complete and perfect in every respect so as to make good or otherwise satisfy all claims for damage to the property of the third parties. The contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense arrange to effect and maintain, until the completion of the contract with any approved Insurance Company, a policy of insurance in the joint policy or policies with the Employer from time to time during the currency of this contract, and shall duly and punctually pay the premium payable thereof and if so required produce receipts for such payments, for the inspection of the Employer. The Contractor shall also indemnify the Employer against all claims which may be made upon the Employer, whether under the workman's Compensation Act or any other Statute in force during the currency of this contract or common law in respect of any injury to any of the contractor's or /and sub-contractor workmen or labour and shall at his own expense effect and maintain until the completion of the contract, with the approved Insurance Company a policy of Insurance in the joint names of the Employer and the Contractor against sub-risks and deposit such policy or policies with the Employer from time to time during the currency of this contract. The Contractor shall be responsible for anything which may be excluded from the Insurance Policies above referred to and also for all other damage to any property arising out of an incidental to the negligent or defective carrying out of this contract. The Contractor shall also indemnify the Employer in respect of any costs, charges or expenses arising out of any claims or proceeding and also in respect of any award of compensation of damages arising therefore the Employer shall be at liberty and have the power to deduct the amount of any damages, compensation costs, charges and expenses arising or to become due or to become due to the Contractor. The Contractor shall on signing the contract, issue the works and keep them insured (the works and keep them insured) until the Completion of the contract against loss or damage by the fire and /or earthquake with any approved Insurance Company in the joint name of the Employer and the Contractor for the full amount of the contract and for any further sum if called upon to be so by the Employer the premium of such further sum being allowed to the Contractor as an authorized extra. Such policy shall cover the property of the Contractor or of any sub-contractor or Employees. The Contractor shall deposit the policy and receipts for the premium with the Employer within 21 days from the date of signing the contract unless otherwise instructed by the Employer. In default of the Contractor insuring as provide above, the Employer on his behalf may so insure and may deduct the premium paid from any money due or which may become due to the Contractor. The Contractor shall as soon as the claim under the policy is settled or the work reinstated by the Insurance Company should they elect to do so, proceed with all due diligence with the completion of the work in the same manner as through the fire had not occurred and in all respect under the same conditions of contract. The contract shall in case of rebuilding or reinstatement after fire shall be entitled to such extension of time for completion as the **Tender Inviting Authority** may deem fit.

### **23. Termination of Contract by Tender Inviting Authority:**

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

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

Then and in any of the said causes the employer not withstanding any previous order after giving 7 (Seven) days notice in writing to the contractors, determine the contract, but without thereby affecting the powers of the employer of the obligations and

liabilities of the contractor, the whole of which shall continue to be in force as fully as if the contractor has not been so determine and as if the works subsequently executed has been executed by or on behalf of the contractor and further the employer, his agents or representative may enter upon and take possession of the works and all plants, tools, shades, machinery and other power tools, utensils and materials, lying upon the premises or the adjoining land or roads and use the same as his own property or may 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 realised.

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

#### **24. 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.

### **OTHER TERMS & CONDITION**

1. Pattern of Tenders: Invitation of e-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 out right 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 the free from any others encumbrances.
2. Both Technical Bid and Financial Bid are to be submitted concurrently duly digitally signed in the website <http://wbtenders.gov.in>
3. The tender shall be made in two bid system is Technical Bid & Financial Bids. Following folders are required to be submitted with a single folder superscripting technical bid.
  - a. Company information folder- related all information including audit report, and relevant documents etc.
  - b. Financial Credential folder- All experiences related to similar nature of job.

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

4. The Technical bid should be submitted in separate folder other than financial bid. Work of similar nature implemented in a particular financial year (Not more than three years old) shall only be considered to be eligible for technical bid. Other documents such has GST, P.Tax, IT File, License or Registration as applicable, additional information if any, shall also be uploaded in the folder. The other credential like company details, machinery, technical person, other technical knowhow, as applicable, shall be required to be uploaded. The technical bid must not contain any pricing information.



5. 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.
  - i) Bank details information should be mentioned in Annexure – I for making payments online. This is obligatory.
  - ii) Technical documents should be mentioned in Annexure - II
  - iii) All Experience related to similar nature of job only work complication report with an abstract mentioned in the Annexure - III
  - iv). Financial bid must be open inclusive of all taxes.
  - v). 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.
  
6. Eligibility Criteria: The intending bidders must be having at least 75% of the estimated cost as financial credentials for a Single contract, to be calculated for particular financial year which one is maximum (Not more than three years old) Requisite documents such as PAN, GST, License etc. as applicable as per exiting rules must be submitted in the Technical bids.
  
7. Similar nature of Job: Generally construction of Community Hall and such other related construction works shall be considered as similar nature of job. However, it shall be the discretionary power of the tender committee and overriding power of the undersigned to consider the job as similar nature or not. No correspondence in these regard shall be entertained under any circumstances.
  
8. Submission of EMD and Security – **The Earnest Money Deposit (E.M.D) & Security Deposit as mentioned in the schedule of tender should be deposited in form of Demand Draft by the Tenderer himself** in favour of **Head, Bankura North D.M.U.** Payable at **Bankura** and the scanned copy of the same must be uploaded in the NIT Folder and without submit the original Demand Draft of EMD in stipulated time, the intending bidders will not be eligible by undersigned. The Security Deposit will be released to the successful contractor/Supplier after 6 (Six) month from the last date of payments of bill for the work, provided no irregularities are noticed during these period. In case of any irregularities, the security deposit will be forfeited and in addition any legal action as deemed fit may be initiated. Security deposits shall not be adjusted with EMD. The EMD of the unsuccessful bidders shall be released with 7 (seven) days of completion of basic tender formalities except of L1 & L2 which will be released before issuance of the work order.
  
9. Scanned Copy of Demand Draft of EMD should be uploaded in the NIT Folder by the intending bidders.
  
10. The undersigned deserves the right to analyze the rate quoted by the intending tenderer at any point of time and for this the undersigned will not bound to show any reason what so-ever.
  
11. Intending bidders are requires to submitted an affidavit of either Notary or 1<sup>st</sup> class magistrate while submitting the technical bids. If the affidavit is not submitting along with the technical bids, the tender submitted by the intending bidders shall be liable to be cancelled. But submission of affidavit of the 1<sup>st</sup> class magistrate is must in case of L1 or successful tenderer before signing the agreement as per the following declaration.
  - a. I have read and understood the meaning of the clauses mentioned in the tender notice no. in letter and spirit.
  - b. The documents submitted and information provided by me are true to the best of my knowledge and belief.
  - c. I shall abide by all the terms & conditions mentioned in the tender notice and such other terms and conditions issued by the tender inviting authority/other appropriate authority time to time for smooth implementation of the works.
  - d. In case of any dispute, I vouch that the decision taken by Divisional Forest Officer, Bankura North Division /Head Bankura North DMU shall be final and on appeal, the decision taken by the Principal Chief Conservator of Forests & Chief Project Director, WBFBCP and the Chief conservator of Forests, Western Circle, shall be final & binding upon me.
  
12. Validity of the tender will be 6 (Six) months from the date of submission of the tender or up to the end of financial year, as may be decided by the appropriate authority.

13. The undersigned reserve the right to place order for work for supply up to 20% more or 20% less of the quantity mentioned in the schedule of the tender.
14. The undersigned reserves the right to cancel the tender, if necessary without assigning any reason whatsoever.
15. The undersigned is not bound to accept the lowest rate quoted by the tenderer and he/she is not bound to assign any reason, whatsoever for such non-acceptance.
16. The undersigned reserves the right to accept the tender only after verifying/testing the sample up to the satisfaction.
17. The undersigned or his representatives i.e. (NGO/Agency) will inspect the total works, take necessary measurement and perform the required tests as and when required. The tenderers should render the required co-operation in this regard.
18. 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.
19. During the inspection by the undersigned or his representatives, if the quality of the work is not found up to the standard, the contractor/tenderer is found 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.
20. The work order will be issued to the successful contractor only after approval of Higher Authority.
21. No extension of time will be allowed for delivery/execution of the work. The tenderer/contractor shall not be considered in default, if delay in delivery/execution occurs due to causes beyond his/her control, such as acts of God, natural calamities, civil wars, fire, strike, frost, floods riot etc. In the event of delay due to such causes, the tenderer may apply to the Divisional Forest Officer, Bankura North Division /Head Bankura North DMU for extension of time for that period. The Divisional Forest Officer, Bankura North Division /Head Bankura North DMU at his own discretion may extend for a length of time equal to the period of force majeure or such period as he think suitable for that or may be cancelled. Such cancellation would be without any liability whatsoever on the part of the undersigned.
22. Materials will have to be procured by the tenderers by themselves following the standard and specification of PWD/PHE Schedules of the district, or as per the specification as decided by the concerned Range Officer or his higher officer, subject to the approval of the undersigned or his sub-ordinate officers. In case of any material supplied by the department, the cost of the such materials will be recovered from the contractor.
23. The tenderers are required to inspect the sites, site plans and specifications of the works before submission of the tender and future ignorance of any such item will not be entertained.
24. All works are required to be carried out as per plan and estimates 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.
25. Royalty for any material, if obtained from Forest area, will have to paid by the contractor. Even if the material is procured from other Govt. Deptt's resources, the receipt for payment of such material must be shown and photo copies to be attached with the bill. Extra payment for such payment of Royalty etc. will not be entertained by the undersigned.
26. All tools & plants required for execution of the works should be procured by the contractor at his own cost. The standard of such tools & plants will be as per the specification of the P.W. Dept./P.H.E.

27. Bricks works, cement concrete works & plastering works and similar works which require should be done for the period as prescribed in the P.W.D. Schedule of Rates.

28. In addition to above, before payment the following documents are required to be produced.

- a) Xerox copy of Labour license as per provision of "West Bengal Contract Labour (R&A) Act 1970" for execution of the scheme (original to be shown for verification).
- b) Xerox copy of DCR ( with RA Bill/Final Bill –in original to be shown for verification ) as a documentary evidence for payment of Royalty &CESS in Minor minerals or original Challan(s) carrying order (s) mentioning the name of Agency, Tender Notice No. & date received from Govt. Approved Lessee/ Permit holder.

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 the 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. In case any dispute in execution of the work or supply, an application may be made to the Divisional Forest Officer, Bankura North Division /Head Bankura North DMU and the decision of the undersigned is final and binding.

34. The cost of tender paper form will be sold as per Govt. of WBs notified no. 452-A/PW/O/10C-35/10 dt. 26.07.2011.

35. Forest Department, or Divisional Forest Officer, Bankura North Division /Head Bankura North DMU 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. Range Officer/Head FMU or his authorized person shall have to discretionary power to deploy suitable labourer preferable from among the FPCs concerned.

37. In case of implementation of the works as field the decision of the Range Officer or his authorized person or any of his superior officers shall be final and binding on the successful bidders implementing the works at field.

### **38. Payment System:**

i. JFMC will use its existing bank account for implementation of the Community Infrastructure Development (CID) Activities.

ii. JFMC will receive the measurement book, muster roll/voucher duly signed by the Member Secretary (Beat Officer) and Supervision Representatives (NGO/Agency) and will verify the same.

iii. JFMC will also receive bill from external agency/contractors/tenderers if involved at any stage of activity implementation.

iv. Statutory Deduction: All type of Taxes i.e (TDS, STDS), Labour welfare Cess, GST) as applicable shall be deducted as per Govt. norms from the Gross amount of Bill.


v. Member Secretary of JFMC (Beat Officer) will prepare a summary of bill which will be jointly signed by the Payment Representatives (measurement book, master roll/voucher, monitoring report etc.) to submit through JFMC to the Head DMU for approval.

vi. DMU will verify the bills as per the norms and, if satisfied, will transfer the fund to JFMC Savings account along with statement of the purpose the funds transferred.

vii. After Necessary approval the exiting signatories will make payments to the respective Contractor/Tenderers/Parties through Cheque or Bank transfer (NEFT) for this purpose.

39. Payment shall only be made to the contractors after the concerned Range Officer, certified so ensuring the quality of the work and implementation of the works as per estimates and plan subject to overriding power of the undersigned in this regard.

40. The mode of payment for successful completion of the works should be made by NEFT/RTGS/A/c payee Cheque issued by the concerned FPC, Fund, on completion of the works, shall be placed to the concerned FPC's account for making necessary payment to the successful Contractors/Tenderers.




Head,  
Bankura North DMU

**No. 2245 /CIDA-27**

**Dated, 20.07.2018**

Copy for information and wide Circulation to:

- 1) The Principal Chief Conservator of Forests (HoFF), West Bengal.
- 2) The Chief Project Director, West Bengal Forest Bio-diversity and Conservation Project, West Bengal.
- 3) The Project Director (Finance), West Bengal Forest Bio-diversity and Conservation Project, W.B.
- 4) The Chief Conservator of Forests, Central Circle, West Bengal along with two copies of the Tender Notice with the request to return one copy duly approved.
- 5) The District Magistrate, Bankura
- 6) The Sabhadhipati, Bankura Zilla Parishad.
- 7) The Karmadhakshya, Bon-O-Bhumi Sanskar Sthayee Samity, Bankura Zilla Parishad.
- 8) The Superintendent of Police, Bankura.
- 9) The District Information & Cultural Officer, Bankura.
- 10) All Divisional Forest Officers, Central Circle, West Bengal.
- 11) The Divisional Manager, Bankura Forest Corporation, Bankura.
- 12) The Sub-Divisional Officer, Bankura District.
- 13) The Treasury Officer, Bankura.
- 14) The Branch Manager, State Bank of India, Bankura Branch.
- 15) The Chairman, Bankura Municipality.
- 16) The All Block Development Officer, Bankura District.
- 17) All Range Officers, Bankura North Division. They are also requested to distribute tender forms as and asked for within stipulated time.
- 18) The Concerned FPC under FMU,
- 19) Shri / M/s. \_\_\_\_\_
- 20) Notice Board.



Head,  
Bankura North DMU

**ANNEXURE-I**

**BANK DETAILS INFORMATION**

Firm Name: .....

Prop. Name: .....

Address: .....

.....

.....

.....

Tender Notice No: .....

.....

FPC Name: .....

Range/FMU Name: .....

Bank Details: (A/c no., IFS Code, & MICR code): .....

.....

Declaration : I / we do hereby declared the statement made by me is true the best of my knowledge in belief. If allow I/We shall abide by all the terms and conditions mentioned in the tender notice and the direction of the authority. I /We read the tender document carefully and understood it in letter inspirit.

Signature of Tenderer with date

**(Annexure-II)**

Technical Bid Format

Form IA-General Information about the Organization

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

Details of the Bidder (Organization)

1	Name	
2	Address	
3	Telephone	
4	Email	
5	Fax	
6	Website	

Details of Authorized Person

7	Name	
8	Address	
9	Telephone	
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	VAT Registration Number ( Enclosed latest VAT Return)	
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

## INSTRUCTION TO BIDDERS (ITB)

### Section – A

#### 1. GENERAL GUIDANCE FOR e-TENDERING

Instructions / Guidelines for prospective tenderers for electronic submission of the tenders online may be obtained from the site, <http://wbtenders.gov.in> to participate in e-Tendering process.

#### 2. REGISTRATION OF CONTRACTOR

Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through logging on to <http://wbtenders.gov.in> ; the contractor is to click on the link for e-Tendering site as given on the web portal.

#### 3. DIGITAL SIGNATURE CERTIFICATE (DSC)

Each contractor is required to obtain a Class-III Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount details are available at the Web Site stated in Clause 2. DSC is given as a USB e-Token.

#### 4. COLLECTION OF NIT & TENDER DOCUMENTS

The contractor can search & download NIT & Tender Documents electronically from computer once he logs on to the website mentioned in Clause 2 using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

#### 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. If found to have applied severally in a single job, all his applications will be rejected for that job. A prospective Tenderer (including his participation in partnership) shall be **allowed to participate in a single work** as mentioned in the List of Work(s) of this NIT.

#### 6. SUBMISSION OF TENDER

General process of submission: Tenders are to be submitted online through the website stated in Clause 2 in two folders at a time for each work, one in Technical Proposal & the other in Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

##### A) TECHNICAL PROPOSAL

The Technical proposal should contain scanned copies of the following Tender Documents in two covers (folders) namely Statutory Cover and Non-Statutory Cover:-

##### A-1) Statutory Cover containing

- i) Application (ITB, Section -B, FORM-1)
- ii) Demand Draft towards cost of tender documents (Tender Fees) as prescribed in the N.I.T. against each serial of work in favour of **Head, Bankura North D.M.U.** Payable at **Bankura**.
- iii) Demand Draft towards Earnest Money Deposit (EMD) as prescribed in the N.I.T. against each of the serial of work in favour of **Head, Bankura North D.M.U.** Payable at **Bankura, W.B.**
- iv) NIT (properly downloaded, digitally signed and uploaded )
- v) ITB (properly downloaded, digitally signed and uploaded )
- vi) General Terms & Conditions of Contract drafted on the lines of W.B.Form No.2911(ii) (properly downloaded, digitally signed and uploaded )
- vii) Tender Form (properly download, digitally signed on both the pages and upload the same except quoting rate, quoting rate will only be encrypted in BOQ in Financial Bid).

**In case any rate is quoted in Tender Form, the tender is liable to be summarily rejected.**

- viii) Technical Specifications (properly downloaded, digitally signed and uploaded )

A-2) **Non-Statutory Cover** containing:

- i) Certificates:
  - a. Valid and up to date Professional Tax (PT) deposit receipt challan
  - b. VAT/GST Registration Certificate
  - c. Income Tax Return Acknowledgement Receipt
  - d. Income Tax Pan Card
  - e. Voter ID Card
  - f. Enlistment Certificate: Enlisted Class-I (R & B) Contractors of P.W.D., Govt. of West Bengal / C.P.W.D / M.E.S. / Railways; are required to produce respective valid document of enlistment.
- ii) Proprietorship Firm - Trade Licence
- iii) Partnership Firm - Registered Deed of partnership Firm, Registered Power of Attorney, Trade Licence.
- iv) Private Limited Company - Registration Certificate under Company Act, Memorandum of Association (MOA) & Articles of Association (AOA), Registered Power of Attorney, Trade Licence.
- v) Registered Unemployed Engineers' Co-operative Societies / Labour Co.- Op. Societies are required to furnish the following valid and upto date 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 of the present Board of Directors of the Co-operative Society.
  - e. 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.
- vi) Organization chart showing the structure of the company with names of Key personnel and Technical Staff with Bio-data along with Structure & Organization. (ITB, Section – B, Form – III).
- vii) Affidavit (Ref:- format shown in "Affidavit - Y" of ITB, Section -B).
- viii) Credential for satisfactorily completion as a **prime agency** during the last 3 (three) years prior to the date of issue of this Tender Notice at least one work of similar nature having a magnitude not below 50% (Fifty percent) of the Estimated Amount put to this Notice Inviting Tender under the authority of Government Department, Zilla Parishad, Government undertaking / Statutory Bodies constituted under the statute of the Government. Completion Certificate indicating Estimated Amount, Value of work-done, date of completion of the work and detail communicational address along with contact number of the Client should be submitted by the Tenderer. Completion Certificate from the concerned Executive Engineer only will be treated as valid credential.
- ix) Experience Profile (ITB, Section - B, Form - V)

**Note:- Failure of submission of any of the above mentioned documents will render the tender liable to be summarily rejected for both Statutory & Non Statutory Cover. The above stated statutory/non-statutory/technical documents should be uploaded in the following manner**

Click the check boxes beside the necessary documents in the My Document list and then click the tab "Submit Non Statutory Documents" to send the selected documents to Non-Statutory folder. Next Click the tab "Click to Encrypt and upload" and then click the "Technical" Folder to upload the Technical Documents.



Sl. No.	Category Name	Sub-Category Description	Document Name	
			(For details see cl. 6 A-2 of Section - A of ITB & relevant clauses of NIT)	
A.	CERTIFICATES	CERTIFICATES	1	P.T. deposit receipt Challan
			2	GST Registration Certificate
			3	I.T.R. Acknowledgement Receipt
			4	I.T. PAN Card
			5	Voter ID Card
			6	Enlistment Certificate
B.	COMPANY DETAILS	COMPANY DETAILS	1	Proprietorship Firm - Trade Licence.
			2	Partnership Firm - Registered Partnership Deed, Registered Power Attorney, Trade licence.
			3	Pvt. Ltd. Company - Registration Certificate under Company's Act, MOA & AOA, Registered Power of Attorney, Trade licence.
			4	Registered Un-employed Engineers and Labour Copertive Societies Limited.
C.	CREDENTIAL	CREDENTIAL	1	Experience Profile - List of completed Projects of similar nature (ITB, Section - B, Form - V).
			2	Completion Certificate from the concerned Supervisor which is applicable for eligibility in this bid [According to Cl. 6(i) of NIT]
D.	EQUIPMENTS	1. PLANT & MACHINERIES (OPTIONAL)	1	Authenticated copy of invoice, challan and way bill (Machinery)
		2. LABORATORY (OPTIONAL)	2	Authenticated copy of invoice, challan and way bill (Laboratory)
E.	FINANCIAL (INFO)	WORK IN HAND (OPTIONAL)	1	Authenticated copy
		PAYMENT CERTIFICATE	2	Only Payment Certificate of work issued by the Concerned Supervisor and not the TDS certificate
F.	DECLARATION	STRUCTURE & ORGANISATION	1	Details of Structure and Organisation (ITB, Section - B, Form - III)
		AFFIDAVIT	2	An affidavit made that no adverse report against the bidder (ITB, Section - B, Affidavit - Y)

## B) 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 (Presenting Excess / Less / Excess or Less 0.00% to indicate at par) online through computer in the space marked for quoting rate in the B.O.Q.
- ii) Only downloaded copy of the B.O.Q. are to be uploaded quoting the rate, virus scanned & digitally signed by the contractor.

## 7. OPENING & EVALUATION OF TENDER

### A) Opening of Technical Proposal

- i) Technical proposals will be opened by the Tender Opening Authority or his authorized representative as per the Date & Time schedule mentioned in the N.I.T. electronically from the website stated in Clause 2 of this NIT using their Digital Signature Certificate.
- ii) Intending tenderers are encouraged to be present for observing the tendering opening procedure.
- iii) Statutory Cover shall be opened first and if found in order, Non-Statutory cover will be opened. If there is any deficiency in the statutory documents the tender will summarily be rejected.
- iv) Decrypted (transformed in to readable formats) documents of the Statutory and Non Statutory Cover will be downloaded by the Tender Opening Authority.
- v) Declaring summary list of technically qualified tenderers :-
  - a. Pursuant to scrutiny and decision of the Tender Opening Authority, the summary list of eligible tenderers and the serial number of work for which their proposal will be considered will be uploaded in the web portal and also that of the Directorate of Forests, Government of West Bengal as per feasibility. The list would be displayed vide notice board of the Tender Inviting Authority, viz. Director, **Head, Bankura North D.M.U.** Payable at **Bankura**.
  - b. While evaluation, the Tender Opening Authority 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 are not produced within the stipulated time frame, their proposals will be liable for rejection.
  - c. All prospective tenderers who fulfil the eligibility criteria conditions stipulated in Cl.(6) of this NIT become technically qualified for further process subject to provisions of Sub-Clause 7 v).(a) and 7.v).(b) mentioned above.

### B) Opening of Financial Proposal


- I. The financial proposal of the technically qualified tenderers will be opened by the Tender Opening Authority or his Authorized representative electronically as per the Date & Time Schedule mentioned in the N.I.T. from the website using their Digital Signature Certificates.
- II. Intending technically qualified tenderers are encouraged to be present during this process.
- III. Decrypted (transformed in to readable formats) B.O.Q. would be downloaded by the Tender Opening Authority.

## 8. PENALTY FOR SUPPRESSION / DISTORTION OF FACTS

If any Tenderer fails to produce the original hard copies of the documents (specifically the completion certificates and audited balance sheets), or any other documents on demand of the Tender Opening Authority within specified time frame or if any deviation is detected in the submitted documents or if there is any suppression of facts, the tender will be rejected outright and appropriate legal action may be taken by the Government against such Tenderer.

## 9. AWARD OF CONTRACT

- a) The Tender Inviting Authority reserves the right to accept or reject any Tender and to cancel the Tendering processes and reject all Tenders at any time and prior to the Award of Contract without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Bidder or Bidders of the ground for Employer's action.
- b) The Bidder who's Bid has been accepted will be notified by the Tender Inviting & Accepting Authority through acceptance letter.
- c) The notification of award will constitute the formation of the Contract.
- d) The Agreement will incorporate all agreements between the Tender Accepting Authority and the successful Bidder. All the tender documents including NIT & B.O.Q. will be the part of the Contract Document.

  
Head,  
Bankura North DMU

**INSTRUCTION TO BIDDERS (ITB)**  
**Section – B**  
**FORM-I**  
**APPLICATION**

To,

The Head,  
Bankura North DMU,  
Bankura District – 722101  
Government of West Bengal

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 firm:\_\_\_\_\_

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

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

**INSTRUCTION TO BIDDERS (ITB)**  
**Section – B**

**FORM – III**  
**STURCTURE AND ORGANISATION**

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

A.2. Office Address:

Telephone No.:

Fax No.:

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 firm: \_\_\_\_\_

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

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

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

**INSTRUCTION TO BIDDERS (ITB)**

**Section – B**

**FORM – V  
EXPERIENCE PROFILE**

**( Annexure-III )**

**LIST OF PROJECTS COMPLETED THAT ARE SIMILAR IN NATURE TO THE WORKS HAVING MORE THAN 50% OF THE PROJECT COST EXECUTED DURING THE LAST THREE YEARS**

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.

Note: a). Certificate from the employers to be attached in the schedule will result in disqualification of the firm b). Non-disclosure of any information in the schedule will result in disqualification of the firm

Signature of the Tenderer with date

**INSTRUCTION TO BIDDERS (ITB)**

**Section – B**

**AFFIDAVIT – Y**

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

1. 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.
  
2. 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 /P.W.D. Department, 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.
  
3. 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 Director, West Bengal  
Forest School, Dow-Hill, Government of West Bengal, herein referred to as the Tender Inviting &  
Accepting Authority, to verify this statement.
  
4. 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.
  
5. 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: \_\_\_\_\_