

**GOVERNMENT OF WEST BENGAL
DIRECTORATE OF FORESTS
OFFICE OF THE DIVISIONAL FOREST OFFICER,
24 PARGANAS (NORTH DIVISION
Barasat, North 24 Parganas District
Kolkata 700124**

☐ ☐ dfonmd@rediffmail.com
☐ ☐ 03472252362

E-Tender Condition

SECTION I		
Divisional Forest Officer, 24 Parganas (North) Division		
TENDER ID NO. : WBFOR/12/NIT/24PGS(N)/2018-19		
List of Important Dates of Bids		
Work Items		Supply of Jute Bag of size 30cm X 20cm X 20cm (Height/Width/Gusset) made with Jamintara Jute (80 gn lamination), Jute quality (PSI or porter sorting/inches) will be 14/15, jute colour to be natural (one side) and blue (three sides and bottom), bleached cotton made handle (body to body length of each handle will be 15) with rope. Three ply polyester colour threads (from Vardhman Threads Ltd./Coats India Ltd.). Specific approved logo will be or multi colour (5 colour) placed by tender inviting authority, interested bidders shall be requested to quote their rate per bag inclusive of GSTIN.
Completion period of supply		20 (Twenty) Days
Date of issue of Notice Inviting Bid		07/01/2019
Tender Document Download	Website	http://www.wbtenders.gov.in ; www.westbengal.forest.gov.in .
	Published Date	07/01/2019
	Download Period	07/01/2019
Bid Submission	Last Date	21/01/2019
	Place	Office of The Divisional Forest Officer, 24 Parganas (North) Division <i>Barasat, North 24 Parganas Kolkata 700124</i>
Bid Opening	Date of Opening	24/01/2019
	Place	Divisional Forest Officer, 24 Parganas (North) Division
Financial Bid	Date of Opening	Will be intimated later to the technically qualified bidder(s)
	Time of Opening	
	Place	
	Place of Opening Bids	
Bid Validity	Last Date	The Bid will be valid up to Dec., 2019 from the

		date of Opening of the financial bid.
Officer Inviting Bids	Designation & Address	Rana Datta, IFS Divisional Forest Officer 24 Parganas(North) Division Office Of Divisional Forest Officer 24 Parganas (North) Division Barasat Dist North 24 Parganas, Kolkata - 700124

DECLARATION INTENT:

Tenders are invited from bona-fide, experienced and reliable contractors for execution of the works as detailed in the schedule attached herewith subject to the following conditions. Tenders should be addressed to RANA DATTA, IFS Divisional Forest Officer 24 PGS (N) DIVISION Office Of Divisional Forest Officer 24 PGS (N) DIVISION Barasat.

Schedule of Tender work:

Pr oje ct No	Name of the work	Estimated Amount (Rs.)	Earnest Money (Rs.) 2%	Period of Supply	Name of the Concerned Division	Eligibility of Contractor
1.	Supply of Jute Bag of size 30cm X 20cm X 20cm (Height/Width/Guss et) made with Jamintara Jute (80 gn lamination), Jute quality (PSI or porter sorting/inches) will be 14/15, jute colour to be natural (one side) and blue (three sides and bottom), bleached cotton made handle (body to body length of each handle will be 15) with rope. Three ply polyester colour threads (from Vardhman Threads Ltd./Coats India Ltd.).Specific approved logo will be or multi colour (5 colour) placed by tender inviting authority, interested bidders shall be requested to quote rate per bag inclusive of	19,00,000.00	Rs. 38,000.00 in favour of the "24 Parganas (North) Division "	20 days (twenty) days from the date of issuance of work order	24 Parganas (North) Division	Contractors having required credential & labour co-operative society with necessary credential

	GSTIN ..					
--	----------	--	--	--	--	--

Sd/- Shri Rana Datta. IFS
Divisional Forest Officer,
24 PGS (N) DIVISION.

TERMS & CONDITIONS

1. General Guidance for e-tendering: Intending tenderers desirous of participating in the e-tender are to log on to the website <https://wbtenders.gov.in> & also to visit Website www.westbengalforest.gov.in for general information.

2. Registration of Contractors :

Tenderers willing to take part in the process of e-tendering are required to obtain Digital Signature Certificate (DSC) from any authorised Certifying Authority (CA) under CCA, Govt of India. (viz. N Code Solution, Safes crypt, e-Mudhra, TCS, MTNL, IDRBT) DSC is given as a USB e-Token. After obtaining the Class 3 Digital Signature Certificate (DSC) from the approved CA they are required to register the fact of possessing the Digital Signature Certificates through the registration system available in the website.

3. Eligibility for participation:

Bonafide Contractors including Consortiums and Partnership firms are eligible to participate.

4. Collection of Tender Documents:

Tender is to be submitted online and intending tenderers have to download the tender documents from the website given in clause 2 above, directly with the help of the e-Token provided. This is the only mode of collection of tender documents. Details of submission procedure are given below.

5. Submission of Tenders

5.1 General process of submission

Tenders are to be submitted online through the website stated in Clause 1. All the documents uploaded by the Tender Inviting Authority form an integral part of the contract. Tenderer are required to upload all the tender documents along with the other documents, as asked for in the tender, through the above website within the stipulated date and time as given in the Tender. Tenders are to be submitted in two folders at a time for each work, one is Technical Proposal and the other is Financial Proposal. The tenderer shall carefully go through the documents and prepare the required documents and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid. He needs to fill up the rates of items/percentage in the BOQ, downloaded for the work, in the designated Cell and upload the same in designated location of Financial Bid. The documents uploaded should be virus scanned and digitally signed using the Digital Signature Certificate (DSC). Tenderers should specially take note of all the addendum/corrigendum related to the tender and upload the latest documents as part of the tender.

5.2 Technical Proposal

The Technical Proposal should contain scanned copies and/or declarations in the following standardised formats in two covers (folders).

A. Technical File (Statutory Cover) containing,

- i. Tender Form No. A– Form A published with the NIT to be downloaded and then uploaded and digitally signed.**

(To be submitted in “Forms” folder)

- ii. Notice Inviting Tender (NIT) – The NIT as published is to be downloaded and then uploaded and digitally signed (*to be submitted in “NIT” folder*)
- iii. Earnest Money Deposit (EMD) - Scanned copy of challan for Earnest Money may be remitted as per Finance Department, Govt. of West Bengal’s order No. 3975- F(Y) Dated 28th July, **2016**. @ 2% of the project cost against the project as mentioned in the schedule should be deposited in favour of DIVISIONAL FOREST OFFICER, 24 PGS (NORTH) DIVISION.
- iv. Average annual turnover from contracting business- Scanned copy of Summary statement of average annual turnover from contracting business for a period of last three years, i.e.; 2014-2015, 2015-2016 & 2016-2017 or during the period since formation of the Firm, if it was set up in less than such 3 - year period. (*Vide Form-2*). (*To be submitted in “Forms” folder*)

(*Scanned copy of power of attorney by the competent authority is to be submitted, if the power is delegated for signing the bid to persons other than the applicant.*)

Note: Tenders will be summarily rejected if any item in the statutory cover is missing.

B. Document (Non-Statutory Cover)

Sl. No.	Category Name	Sub-Category	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 GSTIN Registration Certificate
			3 I.T.R. Acknowledgement Receipt
			4 I.T. PAN Card
			5 Voter ID Card
			6 Enlistment Certificate
B.	COMPANY DETAILS	COMPANY DETAILS	1 Proprietorship Firm - Trade Licence.
			2 Partnership Firm - Registered Partnership Deed, Registered Power Attorney, Trade licence.
			3 Pvt. Ltd. Company - Registration Certificate under company's Act, MOA & AOA, Registered Power of Attorney, Trade licence.
			4 Registered Un-employed Engineers and Labour Co-operative Societies Limited.
C.	CREDENTIAL	CREDENTIAL	1 Experience Profile - List of completed Projects of similar nature of 35% completion of work and Bona-fide Contractors including Consortiums and Partnership firms having experience of completion of similar type of work during the last 3 (three) financial years for two contracts of value not less than 35% each of the estimated project cost
			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
		AFFIDAVIT	2	An affidavit made that no adverse report against the bidder

C. Submission of Samples:

i. Submission of Samples:, The technical proposal should be supported by submission of samples conforming to the size and specifications. The technically qualified tenderers shall submit **2 samples** of Jute Bag Of the following specification to the **Divisional Forest Officer, 24 PGS (N) Division, Barasat before 24.01.2019, failing which the financial bid will not be considered for evaluation and the bid will be summarily rejected.** The tenderers are requested to be present during the physical test to be conducted at the office of the Divisional Forest Officer, **24 PGS (N) Division** on date and time specified in paragraph 15. The specification of Jute Bag.

1. Size 30cm X 20cm X 20cm (Height/Width/Gusset).
2. Made with Jamintara Jute (80 gn lamination).
3. Jute quality (PSI or porter sorting/inches) will be 14/15.
4. Jute colour to be natural (one side) and blue (three sides and bottom).
5. Bleached cotton made handle (body to body length of each handle will be 15) with rope.
6. Three ply polyester colour threads (from Vardhman Threads Ltd./Coats India Ltd.).
7. Specific approved logo will be or multi colour (5 colour) placed by tender inviting authority.
8. Interested bidders shall be requested to quote their rate per bag only. All applicable taxes will be added with their quoted rate.

[Note : Failure of submission of any one of the above mentioned documents or Samples will render the tender liable to summary rejection.]

5.3 Financial Proposal

The financial proposal should contain the following document in one cover (folder).

- i) **Bill of Quantities (BOQ):** The tenderer is to quote the rate (percentage above or below) online through computer in the space marked for quoting rate in the BOQ. *(Only downloaded copies of the above documents are to be uploaded, virus scanned and digitally signed by the contractor)*

6. Submission of original copies of documents of Tender and Earnest Money Deposit

- i. **Mode of Payment:** (a) Earnest Money may be remitted as per Finance Department, Govt. of West Bengal's order No. 3975- F(Y) Dated 28th July, 2016. @ 2% of the project cost against the project as mentioned in the schedule should be deposited in favour of DIVISIONAL FOREST

OFFICER, 24 PGS (N) Division.

- ii. **Place of submission:** The original copies of the Challan (EMD) and all particulars of documents (which uploaded by the bidder) should be submitted in a sealed envelope in the Office of the **Divisional Forest Officer, 24 PGS (N) Division, Barasat**.
- iii. **Time of submission:** The original copies of Challan for EMD should be submitted in a sealed envelope in the office as stated above within the date and time as specified in the schedule of dates provided later in clause 16.

7. Eligibility Criteria

Financial proposal of any contractor will come under the purview of consideration only if all the criteria 8(a), 8(b) & 8(c) mentioned below are fulfilled.

The prospective bidders shall have satisfactorily completed as a prime agency during the last 3 (three) years (i.e. 2015-16, 2014-15 & 2013-14) from the date of issue of this notice at least two works of similar nature under the authority of State/Central Govt./ Central Govt undertaking /Statutory Bodies constituted under the stature of the Central/ State Govt and having a magnitude of 50% (Fifty percent) of the amount put to tender for similar nature of work (Non Statutory Document)

- a. Bona-fide Contractors including Consortiums and Partnership firms having **experience of completion of similar type of work during the last 3 (three) financial years for two contracts of value not less than 50% (fifty percent) each of the estimated project cost.**

Completion Certificate(s) submitted by the bidder should indicate the gross value of the 100% completed work only. Completion certificates should clearly contain the Name, Designation, Address and contact no of the Officer issuing the credential.

- b. The bidder should also have made profits after taxes for each of these last three financial years.
- c. The bidder or any of their constituent partners shall neither have abandoned any work nor have any of their contracts been rescinded during the last 3 years. Such abandonment or recession will be considered as disqualification towards eligibility.
- d. Tender issuing authority may relax stipulations contained in clauses above in exceptional cases, in the interest of culminating / maturing tender process at the first call, subject to satisfaction of that authority on the competency of the bidder(s) for which such relaxation has been made, upon recording reasons of such relaxation.

8. Important Conditions:

8.1 Completion Certificate

Completion Certificates for fully (100%) completed works during the current year and last three financial years will only be accepted. Certificates issued for partly completed works will not be considered.

8.2 Penalty for suppression / distortion of facts

If any tenderer fails to produce the original hard copies of the documents (if necessary, especially Completion Certificates and audited balance sheets), or any other documents on demand of the Tender Accepting Authority within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression, the tenderer will be suspended from participating in the tenders on e-Tender platform of the **Divisional Forest Officer, 24 PGS (N) Division** for a period of 3 (Three) years. In addition, his Earnest Money Deposit will be stand forfeited to the state Government. Apart from this, the undersigned may take appropriate legal action against such defaulting tenderer.

8.3 Taxes & duties to be borne by the Contractor

Income Tax, GSTIN, Sales Tax, STDS Service tax, Royalty, Construction Workers' Welfare Cess and similar other statutory levy /cess will have to be borne by the contractor and the rate should be quoted inclusive of all these charges.

8.4 Site inspection before submission of tender

Before submitting any tender, the intending tenderers should make themselves acquainted thoroughly with the local conditions prevailing at site by inspection of the site and taking into consideration all factors and difficulties likely to be involved in the execution of work in all respect including transportation and delivery of materials, communication facilities, climate conditions, nature of soil, availability of local labour and market rate prevailing in the locality etc. and no claim, whatsoever, will be entertained on these account afterwards. In this connection intending tenderers may contact the office of the **Divisional Forest Officer, 24 PGS (N) Division, Barasat** between 11.30 hours to 16.30 hours on any working day prior to date of submission of tenders *along with their technical supervisor as mentioned in serial no E under category B of 6.2 as technical proposal.*

8.5 Conditional and incomplete tender

Conditional and incomplete tenders are liable to summary rejection. No correspondence will be entertained in this regard.

9. Opening and evaluation of tender

9.1 Opening of Technical Proposal

- i. Technical proposals will be opened by the **Divisional Forest Officer, 24 PGS (N) Division, Barasat** or his authorised representative electronically from the website stated in Clause 2.
- ii. Technical proposals for those tenders whose scanned copies of DD/BC towards EMD have been received will only be opened. Proposals corresponding to which the EMD have not been received will not be opened and will stand rejected.
- iii. Cover (Folder) for Statutory Documents (vide Clause 6.2 A) would be opened first and if found in order, Cover (Folder) for Non-statutory Documents (vide Clause 6.2.B) will be opened. If there is any deficiency in the Statutory Documents, the tender will summarily be rejected.
- iv. Decrypted (transformed into readable formats) documents of the Non-statutory Cover will be downloaded, by the Tender Accepting Authority.

- v. The tenderers for which the Technical proposals are found to be in order shall only qualify for opening of financial bid. Technically qualified tenderers will be shortlisted and the shortlist will be uploaded in the website mentioned in clause 2 as per the time schedule given in clause.

9.2 Opening and evaluation of Financial Proposal

- i. Financial proposals of the tenderers declared technically eligible by the Tender Accepting Authority will be opened electronically from the web portal stated in Clause 2 on the prescribed date.
- ii. The encrypted copies will be decrypted and the rates will be read out to the tenderers present at that time. All tenderers who have been shortlisted from the Technical Evaluation may participate in the opening of financial proposal.
- iii. After evaluation of Financial Proposal, by the **Divisional Forest Officer, 24 PGS (N) Division, Barasat**, the final summary result will be uploaded in the web site, containing name of contractors and the rates quoted by them against the work.
- iv. The Tender Accepting Authority, if required, may ask any of the tenderers to submit rate analysis to justify the rate quoted by that tenderer.

10. **Bid Validity:** The Bid will be valid upto 31st March 2018 from the date of Opening of the financial bid.

11. Acceptance of Tender

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 without assigning any reason.

11.1 Execution of Formal tender after acceptance of tender

The tenderer, whose tender is approved for acceptance, shall within 10 days of the receipt of “Work Order” will have to execute ‘Formal Agreement’ with the Tender accepting authority in quadruplicate copies.

11.2 Security Deposit

The successful tenderers will have to be required to deposit **Security Money** through online to the BANK after obtaining a e-challan from GRIPS under **Head of Account:- 8443-00-103-001-07** in favour of the **Divisional Forest Officer, 24 PGS (N) Division**. Payment in any other form such as Cheque, NSC, Demand Draft, KVP etc will not be accepted. They will also sign agreement in the prescribed Form within 7 (seven) days from the date of acceptance of the tender, failing the Earnest Money will be forfeited to the Government. The Security Deposit may be adjusted with the Earnest Money Deposit of the successful tenderer, on specific request. Security Deposit will be released after 180 days (6 months) from the date of final payment to the successful tenderer. In case of any irregularity, or violation of the terms and conditions of the contract agreement, the Security Deposit will be forfeited in addition to any legal action as deem fit & required.

12. Return of Earnest Money of the unsuccessful tenderer(s)

The unsuccessful tenderer(s), he/she/they is/are to apply to the **Divisional Forest Officer, 24 PGS (N) Division**, Barasat mentioning the reference to the work, NIT No., date of tender, amount and mode of Earnest Money deposited in respect of return of earnest money. The Earnest Money of all tenderers other than the lowest tenderer in each case may be returned, as per release of fund and approval by the higher authority.

13. Payment

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.

Part payment may be done on the basis of satisfactory work progress.

14. Force Measure:

The tenderer/ contractor shall not be considered in default, if delay in delivery occurs due to causes beyond his control, such as natural calamities, civil wars, fire, strike, frost, floods, riot etc. and the contract may be extended for a length of time equal to the period of force measure or at the option of the Tender Inviting Authority, it may be cancelled. Such cancellation would be without any liability whatsoever on the part of Tender Inviting Authority.

15. The undersigned reserves the right to cancel the contract on the ground of unsatisfactory or delayed work and thereby to forfeit the security Deposit in the terms of the agreement.

16. All materials to be used as per technical specification and should be approved by the undersigned or his authorised officer before use.

17. The terms and condition mentioned herein shall be deemed to form a part of the agreement.

18. In accordance with the provision of relevant section of Income Tax 1951. Deduction of IT @ 2% shall be made from the gross value of the bill.

19. As per WB Commercial Tax Rules, Sales Tax deduction all source shall be collected, as admissible, from the work contract amount payable to the dealer for execution of work contract.

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

21. Structural design may alter depending on need based at the site and purpose.

22. The acceptance of the tender will be subject to the receipt of approval of higher authority. The undersigned will not be responsible for any loss incurred by a tenderer in the event of non-receipt of Govt. Sanction.

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

24. Work order will be issued after the receipt of the fund.

25. The project work may be extended / increased or reduce in accordance with the availability of fund in question.
26. Quantity of supplied materials to be in accordance with the approved specimen (Sample) and design.
27. Additional performance security when the bid rate is 80% or less of the estimate put to tender and no increase in scope of work of projects during execution phase will be applicable as per Finance Department Memorandum No. 4608-F (Y) Dated 18th July, 2018

Sd/- Shri Rana Datta. IFS
Divisional Forest Officer
24 PGS (N) Division

FORM-I

Technical Bid Format

Form A – General Information about the Organization

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

Signature of the Bidder with seal

FORM-2

Certificate Regarding Summary Statement of Yearly Turnover from Contractual Business

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

.....
.....

..... for the three consecutive years or

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

Sl. No	Financial		Remarks
	Year	Turnover rounded up to Rs in lakh (two digit after decimal)	
1.	2015-2016		
2.	2016-2017		
3.	2017-2018		
Total			

Average Turnover: In Rs

Note:

1. Average Annual turnover is to be expressed in lakh of rupees, rounded up to two digits after decimal.
2. Average Annual turnover for 3 years is to be obtained by dividing the total turnover by 3. If the Firm was set up in less than 3 year's period, consider the total turnover for the period from inception year to the year 2015-16 and divide by the no. of years.
3. In case, the firm was set up in less than 3 year's period, mention the year of inception in the 'Remarks' column.

Signature of the Bidder with seal

Additional Terms and Condition:-

1. Notwithstanding anything contained in the form in which the contract is executed the following shall constitute terms and conditions of contract and shall be binding on the contractor.
2. Higher or lower or at par which will apply to all the rates in the Tender Schedule irrespective of whether quantities are entered in the schedule or not i.e. all the items and rates as shown in the schedule with the tendered percentage increase or decrease will be applicable to this tender.
3. The acceptance of the tender including the right to distribute the work between two or amongst more than two tenderers will rest with the competent authority without assigning reason thereof. The accepting authority reserves right to reject any or all tenders without assigning any reason thereof.
4. The Tenderer shall have to comply with the provisions of (a) Contract labour (Regulation & abolition) Rules, 1970 (b) Minimum Wages Act 1948 or the modification thereof or any other laws relating thereto as will be in force from time to time.
5. Divisional Forest Officer, **24 PGS (N) Division** or his authorised representative shall not entertain any claim whatsoever from the contractor for payment of compensation on account of idle labour on any ground including non-possession of land.
6. The Tender Inviting Authority or the Society shall not be held liable for any compensation due to machines becoming idle for any circumstances including untimely rains, other natural calamities, strike etc.
7. No Price preference will be applicable to W.B. Govt. Undertaking, as per Finance Deptt. G.O. No. 8648-F(Y), dated 12th October 2012.
8. Imposition of any duty / tax rules etc whatsoever of its nature (after work order / Commencement and completion of the work) is to be borne by the tenderer.
9. **No mobilization / secured advance bill will be allowed.**
10. VAT/Sales Tax, Cess, Toll Tax, Income Tax, Ferry Charges and other Local Taxes if any are to be paid by the contractor. No extra payment will be made for these. The rates of supply and finished work items are inclusive of these.
11. All working tools and plants will have to be arranged by the contractor at his own cost.
12. The contractor should visit the points of delivery, and satisfy himself of the distance and specifications of the Jute Bag and the condition and nature of works and ascertain difficulties that might be encountered in executing the work, carrying materials to the site of work, availability of drinking water and other human requirements and security etc. The Officer-in Charge may order the contractor to suspend any work that may be subjected to damage by climate conditions. No claim will be entertained on this account.
13. The contractor will have to accept the work program and priority of work fixed by the Officer-in-Charge so that most vulnerable reach and/or vulnerable items be completed before the date needed by him depending upon the field requirement.

14. In case any clarification is required, the interpretation of the Officer-in-Charge will be final.
15. The final acceptance of the tender will be subject to the receipt of approval of higher authorities.
16. Final payment will be made after completion of all works in the field & checking by authorised officer. The authorised officer may check the quality of the Jute Bag supplied at any point of time before submitting the report of completion.
17. Cost of Carriage of materials from go-down to work site should also be included in the rates. No extra payment will be made on this account. Rate should include delivery should be on site of the finished product
18. The undersigned reserves the right to cancel the agreement at any point of time during the execution of the work if it not done as per the specifications or any terms & conditions are violated by the Contractor.
19. The Security Deposit will be released to the Contractor after six (6) months from the date of final payment of the bill if no irregularity is noticed within this period. In case of any irregularity, the Security Deposit will be forfeited in addition to any legal action as deem fit & required.
20. The successful renderer will not assign any or part of the work(s) to any other contractor/agency.
21. The Divisional Forest Officer, **24 PGS (N) Division** or his authorised representative will be the Officer-in-Charge in respect of the contract and all correspondences concerning rates, claims, change in specification and/or design and similar important matters will be valid only if made by the Officer-in-Charge. If any correspondence of above tender is made with Officers other than the Officer-in-charge for speedy execution of works, the same will not be valid unless copies are sent to the Officer-in-Charge and approved by him. The instruction given by the Head Divisional Management Unit who has been authorized to carry out the work on behalf of the Officer-in-Charge and his authorised representative shall also be valid regarding specification, supervision, approval of materials and workmanship. In case of dispute, the decision of Officer-in-Charge shall be final and binding.
21. The intending tenderers are to quote rate in terms of percentage.
22. **The Jute Bag has to be supplied on site of delivery and then handed over/supplied/delivered to the authorised representative of the Officer-in-Charge.**
23. Security of unfinished/finished material will lie on Manufactures/Fabrication Agencies/Suppliers under no circumstances any claim will be made for any theft or other problems.

25. Provision for supply of electricity or provision of generator has to be provided by the Manufactures/Fabrication Agencies/Suppliers.
26. Quality of all materials will be thoroughly examined by the Officer in charge or his representative.
27. The acceptance of the tender including the right to distribute the work between two or amongst more than two tenderers will rest with the competent authority without assigning reason thereof. The accepting authority reserves right to reject any or all tenders without assigning any reason thereof.

Sd/- Shri Rana Datta. IFS
Divisional Forest Officer
24 PGS (N) Division