



GOVERNMENT OF WEST BENGAL  
DIRECTORATE OF FORESTS  
OFFICE OF THE DIVISIONAL FOREST OFFICER,  
BANKURA (NORTH) DIVISION  
Machantala, Bankura, Pin-722101

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**TENDER NOTICE NO. 21/GENSET/BKN/ OF 2018-19 .**

Sealed Tender to be addressed by name, "Bhaskar J.V., IFS, Divisional Forest Officer, Bankura North Division" and not by official designation are invited from the experienced and resourceful contractors/ suppliers having credential of similar types of work/supplies. The details of works, locations, specifications etc. are mentioned in the Schedule – I, which is part of the terms and conditions enclosed herewith and as per the time schedule in **Table –I**.

**SCHEDULE – I**

Tender Notice No.	Name of Work	Location Of Works	Price of Form	Estimate Amount	Amount of EMD to be 2% deposited	Period of completion of work
20/GENSET/BKN of 18-19	Supply of Koel Green 30 KVA 3 Phase Genset Diesel 1No. (including Earthing & all fitting, fixing of Generator at Suitable Place under DFO N Divison.	Divisional Forest Office, Bankura North Division	Rs.750/-	Rs.4,56,500/-	Rs.9130/-	7 days

- 1. Amount of Earnest Money:** 2% of Estimated Cost submitted in favour of the "Divisional Forest Officer, Bankura North Division", Payable at **Bankura** in the form of Demand Draft.
- 2. Tender Paper** will be available in the office of the Divisional Forest Officer, Bankura (North) Division from AFR, Bankura (North) Division after depositing cost of Tender Paper through **GRIPS** within stipulated Date & Time. **Cost of Tender paper Rs. 750/- each. (<https://wbifms.gov.in/GRIPS/>)**
- 3. Amount of Security Money:** The successful Tenderer to whom a Letter of Acceptance has been issued shall submit within 10(ten) days from the date of Letter of Acceptance, **Security Deposit which is 10% (Ten Percent)** of the contracted value of work shall have to be deposited in the **Form TR-7** with noting **Operator ID-77** to the Bankura Treasury. Failure in depositing this amount shall render the contact liable to termination without reference to the contractor and in such case.

**TABLE-I**

**A. Schedule of Dates :-**

SI No.	Key Activities	Date	Time
1	Date of beginning of Sale of Tender Papers	07/02/2019	10.00 am
2	Date of closure of Sale of Tender Papers	14/02/2019	04.00 pm
3	Last date for submission of Tender Papers	18/02/2019	Till 04.00 pm
4	Date of opening of technical bids	19/02/2019	11.00 pm
5	Evaluation of technical bids	19/02/2019	11.00 pm
6	Date of opening of financial bids	19/02/2019	11.00 pm

**Note : The undersigned reserves the right of change of any date or all dates of opening of Technical Bid / Financial Bid given above under unavoidable circumstances and corresponding notice will be given in the office of the undersigned for new date.**

**Table – II**

1	Office from which the tender paper can be purchased	Office of The Divisional Forest Officer, Bankura North Division , Machantala, P.O. – Bankura, Pin – 722101.
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**General Process of Tender Submission:**

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

For Technical Bid Envelope:-

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

For Financial Bid Envelope:-

1. Tender for Financial Bid
2. Tender No.

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

1. Tender No.

**Technical Proposal Should Include the Following (Sl. No. 1 to 5):**

1. Application for Tender
2. General Information about the Organization **(in Form-A attached herewith)**
3. Certificate of Summary statement of average annual turnover from contracting business for a period of last three years, i.e; 2015-2016, 2016-17, 2017-18 or during the period since formation of the Firm, if it was set up in less than such 3 (three) year period. **(in Form-B attached herewith)**
4. Original copy of Demand Draft (DD) for **Earnest Money @ 2%** of the project cost against each project as mentioned in the schedule should be deposited in favour of the **Divisional Forest Officer, Bankura North Division** payable at **Bankura**.

#### 5. Certificate:

Sl. No.	Category Name	Document Name	
A	CERTIFICATE	1	P.T. deposit receipt Challan
		2	VAT/GST Registration Certificate with return
		3	I.T.R. Acknowledgement Receipt
		4	PAN Card
B.	COMPANY DETAILS	1	Proprietorship Firm - Trade Licence.
		2	Partnership Firm - Registered Partnership Deed, Registered Power of 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	1	Experience Profile - List of completed Projects of similar nature of 100% completion of work
		2	Completion Certificate from the concerned Supervisor which is applicable for eligibility in this bid.

#### **Financial Proposal:**

The Financial proposal should contain the following document.

1. Tender Form mentioning quoted rate.

#### **Taxes & duties to be borne by the Contractor:**

Income Tax, GST/VAT, Sales Tax, 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.

#### **Conditional and incomplete tender**

Conditional and incomplete tenders are liable to summary rejection.

#### **Opening and evaluation of tender**

1. Technical proposals will be opened by the **Divisional Forest Officer, Bankura (North) Division, Bankura** or his authorised representative.
2. Technical proposals for those tenders whose original copies of Bank receipt through DD towards EMD have been received will only be considered. Proposals corresponding to which the EMD have not been received will not be considered and will stand rejected.
3. Financial proposals of the tenderers declared technically eligible by the Tender Accepting Authority will be opened on the prescribed date.
4. The Tender Accepting Authority, if required, may ask any of the tenderers to submit rate analysis to justify the rate quoted by that tenderer.

#### **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.

## Terms & Conditions

- 1) Tender Paper will be available in the office of the **Divisional Forest Officer, Bankura (North) Division from AFR, Bankura (North) Division** after depositing cost of Tender Paper within stipulated Date & Time. The Plan and Estimate of the said works may be seen at the office of the undersigned on any working day during office hours.
- 2) Sealed tenders will be received in the office of the undersigned at **Bankura** by **REGISTERED POST/COURIER OR BY HAND** up to **4.00 P.M. till 18-02-2019**.
- 3) The Tenderers will have to produce GST, Income Tax, and Professional Tax Clearance Certificates as well as to satisfy the undersigned regarding financial strength, past experience of 80% of project cost etc.
- 4) The bidder should have a minimum average turnover of at least **100% of the Project Cost** in the last three preceding years (the turnover of the lead member will be considered in case of joint venture) against one project. In case any bidder wants to apply for more than one project, then the requisite amount will increase proportionately.
- 5) The bidder should have successfully completed at least **one similar type of work** during last three years for a single contract of value not less than 80% of the estimated amount, **for each project**. In case any bidder wants to apply for more than one project, then the requisite amount will increase proportionately.
- 6) The bidder should also have made profits after taxes for each of these last three financial years.
- 7) Each bidder should place at least, **one Technical Expert, at work site for proper supervision**, checking of works, quality control and liaisoning with division office.
- 8) The undersigned is not bound to accept the lowest or any rate quoted and may reject any or all tenders without assigning any reason.
- 9) The undersigned reserves the right to demand from the Tenderers the classification and justification of their offer. The item wise statement of their proposed expenditure analysis with a view to construct the work mentioned in the schedule of this Tender Notice. On the item wise expenditure proposed labour cost should be specifically mentioned.
- 10) Tenderers should inspect the works site prior to submission of tenders.
- 11) All tools and plants required for the works will have to be supplied by the contractors.
- 12) Cement concrete work should be thoroughly cured for at least 14 days (21 days for roof) and to be done as per standard practice, codes and rules. Use of vibrator is obligatory for compaction of cement concrete works.
- 13) The contractor shall have no claim for any payment before completion of work.
- 14) The successful tenderers will be required to deposit **Security Money @ 10%** of the project cost to the Divisional Forest Officer, Bankura North Division. They will also sign agreement in the prescribed Form within 3 (three) days from the date of acceptance of the tender, failing which the Earnest Money will be forfeited to the Government. The work must be completed within **60 days from issuing of work order** failing which the Security Deposit Money will be forfeited to the Govt. of West Bengal.
- 15) The **Earnest Money** of the successful tenderer will be refunded after depositing **Security Deposit Money** of the Tender in full. The Earnest Money of the unsuccessful tenderer will be released in due course.
- 16) 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.
- 17) The **Security Deposit Money** will be released on satisfactory completion of the work after **180 days**.
- 18) 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.
- 19) All materials to be used as per P.W.D or Govt agency. specification and should be approved by the undersigned or his authorised officer before use.

- 20) **Work should be started from the within 5 (five) days from the date of issuing work order, failure of which work order would be cancelled and will be offered to the next bidder.**
- 21) **ACC / Ambuja / Ultratech / Lafarge / Birla Samrat Cement & TATA Iron Rod or equivalent strictly to be used for RCC construction work.**
- 22) **Photography of the work at the starting, during & after completion to be submitted to the undersigned.**
- 23) **Entire Work to be done under video recording to justify work executed and soft copy of the same video to be handed over to the undersigned after successful construction or Boring work.**
- 24) **Before starting boring works for Deep Tube Well, Resistivity Test must be done and report of the same to be submitted to the undersigned.**
- 25) **Submersible pump should be of Kirlosker / Crompton Greaves or equivalent to be supplied.**
- 26) **PVC Pipe & accessories should be of good quality as per specification mentioned in estimate.**
- 27) **Entire Work to be completed within 45 days from the date of issue of work order no delay will be entertained, failure of which work order will be cancelled.**
- 28) The terms and condition mentioned herein shall be deemed to form a part of the agreement.
- 29) If any terms and conditions of the tender are altered the same will be notified.
- 30) The undersigned will not be responsible for any loss sustained by the tenderer in the event failure of boring where applicable.
- 31) The work will be executed under the direct supervision of the concerned Range Officer and Beat Officer.
- 32) The successful tenderer will have to undertake such extra work(not specified in the Tender) which he would subsequently be asked to do in writing by the undersigned, the payment for such extra work will be made as per the rate of the current PWD schedule applicable to Bankura District less the rate quoted by tender.
- 33) The acceptance of the Tender will be subject to the receipt and sanction of fund.
- 34) Not with standing anything contained in the form in which the contract is executed the following shall constitute terms and conditions of contract and part of agreement and shall be binding on the contractor.
- 35) **Divisional Forest Officer, Bankura North 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 The Divisional Forest Officer, Bankura (North) Division who have been authorized to carry out the work on behalf of the Officer-in-Charge and his authorised representative shall also be valid regarding specification, supervision, approval of materials and workmanship. In case of dispute, the decision of Officer-in-Charge shall be final and binding.
- 36) The intending t e n d e r e r s are to quote rate in terms of percentage higher or lower or at par which will apply to all the rates in the Tender Schedule irrespective of whether quantities are entered in the schedule or not i.e. all the items and rates as shown in the schedule with the tendered percentage increase or decrease will be applicable to this tender.
- 37) 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.
- 38) The Tenderer shall have to comply with the provisions of (a) Contract labour (Regulation & abolition) Rules.

- 39) 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.
- 40) **The Divisional Forest Officer, Bankura (North) 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.
- 41) The Tender Inviting Authority shall not be held liable for any compensation due to machines becoming idle for any circumstances including untimely rains, other natural calamities, strike etc.
- 42) No Price preference will be applicable to W.B. Govt. Undertaking, as per Finance Dept. G.O. No. 8648-F(Y), dated 12<sup>th</sup> October 2012.
- 43) 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.
- 44) No mobilization / secured advance bill will be allowed.
- 45) GST/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.
- 46) All working tools and plants will have to be arranged by the contractor at his own cost.
- 47) Tender inviting Authority reserve the right to get extra Work done from less amount by successfully Bidder at the same Rate if he Willing .
- 48) The final acceptance of the tender will be subject to the receipt of approval of higher authorities.
- 49) 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 work at any point of time before submitting the report of completion.
- 50) 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.
- 51) 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.
- 52) The successful tenderer will not assign any or part of the work(s) to any other contractor/agency.
- 53) The undersigned reserves the right to demand from the Tenderers the classification and justification of their offer. The item wise statement of their proposed expenditure analysis with a view to construct the work mentioned in the schedule of this Tender Notice. On the item wise expenditure proposed labour cost should be specifically mentioned.
- 54) Cement concrete work should be thoroughly cured for at least 14 days and to be done as per standard practice, codes and rules. **Use of vibrator is obligatory for compaction of cement concrete works.**
- 55) The contractor shall have no claim for any payment before completion of work.
- 56) All works are to be carried out as per plan, specification and estimate of works subject to modification made in writing by the undersigned or his authorised officer. The technical supervisor as engaged by the contractor to check work as per plan, specification and estimate of works & work measurement to be recorded time to time by the technical supervisor in the specified WMNB duly countersigned by the concerned range officer under whose jurisdiction the check Dam construction is being executed. All materials to be used as per P.W.D. specification and should be approved by the undersigned or his authorised officer before use.
- 57) The terms and condition mentioned herein shall be deemed to form a part of the agreement.
- 58) The undersigned reserves the right of cancellation of this tender at any time without assigning any reason thereof.

- 59) Rate should be quoted including GST & other all taxes.
- 60) Work should be started from the within 7 (Seven) days from the date of issuing work order, failure of which work order would be cancelled and will be offered to the next bidder.
- 61) Work order will be issued after the receipt of the fund.
- 62) Tender inviting authority reserves the right to alter or modify the estimate, design and plan as per the field requirement.
- 63) The tender is issued in anticipation of receipt of fund and Govt sanction and in case of non receipt of govt sanction, tender inviting authority reserves the right to cancel the tender and is not liable for any damages.
- 64) Additional Performance Security @ 10% of the Tender amount shall be obtained from the successful bidder if bid value is 80% or less of the Estimate. Successful bidder will submit the additional Performance Security within scheduled time, his Earnest Money Will be forfeited and other necessary action will be taken as per tender like blacklisted of the Contractor.

## **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 schedule 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, 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 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 thereto (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 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 tender, the tender at quoted rates will be applicable.

(b) For the rates for the additional, altered or substituted work for items not mentioned in the tender, the Contractor shall, within 7days of the date of receipt of the order to carry out the work, inform the 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 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 conversion with all the local conditions, means of access to the site of work, transport facilities and character of the work, the supply of materials, conditions affecting labour and other matter that may affect their tender. 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 be Contractors have failed to comply with this condition. All equipment required to be maintained are to be kept free from damages due to operation connection with the work. The site shall be made available to the Contractors in the present condition. Site organization within this site boundary shall be the responsibility of the Contractors.

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

Persons tendering shall visit the site and make themselves thoroughly acquainted with the 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 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 inconnection 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 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 tender value of work for delay of every week or part of a week by way of liquidated damages and not as penalty. Provided always that the entire amount of compensation to be paid under the provision of this clause shall not exceed 10% of the contract price. The payment of deduction of such damages shall not relieve the contractor of his obligation to complete the work or from any other obligation and liability under the contract. The contractor shall within 5 (Five) days of receipt of intimation that his tender has been accepted to submit the 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.

**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 contractor with any approved Insurance Company, a policy of insurance in the joint policy or policies with the Employer from time to time during the currency of this contract, and shall duly and punctually pay the premium payable thereof and if so required produce receipts for such payments, for the inspection of the Employer. The Contractor shall also indemnify the Employer against all claims which may be made upon the Employer, whether under the workman's Compensation Act or any other 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 notwithstanding any previous order after giving 7 (Seven) days notice in writing to the contractors, determine the contract, but without thereby affecting the powers of the employer of the obligations and liabilities of the contractor, the whole of which shall continue to be in force as fully as if the contractor has not been so determine and as if the works subsequently executed has been executed by or on behalf of the contractor and further the employer, his agents or representative may enter upon and take possession of the works and all plants, tools, shades, machinery and other power tools, utensils and materials, lying upon the premises or the adjoining land or roads and use the same as his own property or may employ the by means of his own representative and workman in carrying on and completing the work or by employing any other contractors or other persons or person to complete the work, and the contractor shall not in any way interrupt, or do any matter or thing to prevent or hinder such other contractor or other person or persons employed for completing and finishing or using the materials and plant for the work when the works shall be completed or as soon thereafter as convenient, the employer shall give a notice in writing to the contractor to remove his surplus materials and plant and should the contractor failed to do so within a period of 14 (Fourteen) days after receipt thereof by him the employer may sell the same by public auction and shall give credit to the contractor or for the amount so 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.

Sd/-  
(Shri Bhaskar J.V., IFS)  
Divisional Forest Officer  
Bankura (North) Division.

Copy forwarded for wide circulation & information to:-

1. The Principal Chief Conservator of Forests(HOFF), West Bengal
2. 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.
3. The Chief Conservator of Forest, MIS & e-governance, West Bengal to upload in the website [www.westbengalforest.gov.in](http://www.westbengalforest.gov.in)
4. The Sabhadhipati, Bankura Zilla Parishad.
5. The District Magistrate, Bankura.
6. The Superintendent of Police, Bankura.
7. The Karmadakshya, Ban-O-Bhumi sanskar Sthayee Samity, Bankura Zilla Parishad.
8. The Treasury Officer, Bankura Treasury
9. The Divisional Forest Officer, Bankura South Division & Panchet Division, Central Circle, West Bengal.
10. The Assistant Divisional Forest Officer- I & II under Bankura(North) Division.
11. The Head Clark , Bankura (N) Division.
12. Notice Board, Bankura North Division.
13. The Computer Operator, Bankura North Division to upload in the website [www.bankuraforest.in](http://www.bankuraforest.in)

Sd/-  
Sri Bhaskar JV, IFS  
Divisional Forest Officer  
Bankura (North) Division.

**Form -A**

**General Information about the Organization**

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

**Signature of the Bidder with seal**