



Government of West Bengal
Directorate of Forests
Office of the Divisional Forest Officer
Medinipur Division

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NOTICE INVITING E-TENDER

e-TENDER NOTICE NO. WBFOR/DFOMED/e-NIT/MED/153 of 2018-19 for supply of Burnt Mobile to distribute of villagers at Lalgah Range under Divisional Forest Office, Medinipur Division, as a protection of the protective measure on HEC.

Man-Elephant conflict is one of the most challenging management issues of Medinipur Division. The average period of stay for elephant herds, in this division, is more than 180 days in a year. So, managing the movement of wild elephants from non forest revenue lands to forest areas and barricading into a particular area to protect from possible depredation are uphill tasks of this division. But such issues are always unpredictable in nature, i.e., inter alia, cannot be foretold specifically when and how the management is required to be taken up. **Hon'ble Supreme Court of India has passed the Order on 01.08.2018 regarding using of fire balls or any other inhumane method for driving elephant in response of writ petition(s) (Civil) No(s) 489/2018 , submitted by Prema Singh Bindra & Others Petition(s) versus Union of India & Others Respondent(s) is being enclosed herewith for ready reference (as Annexure 1).** It is worth mentioning that humane methods i.e. Protective barriers for the property, encouraging villagers in affected areas for alternate cropping patterns, using of sound, not venturing into forests for defecation, not brewing country liquor etc. are to be used during management operation in connection with movement of wild elephant herd in normal migratory route, avoiding non forest area, for minimizing the extent of depredation at field.. Thus, in pursuance to the G.O No-5400-F(Y) d t. 25/6/12 and its subsequent amendment No-2254-F d t 24/4/14, The Divisional Forest Officer, Medinipur Division, on behalf of the Governor of West Bengal, invites cluster wise e-tender from bonafide, resourceful suppliers/contractors for taking up the following works, as per the estimate given in the table below.

MODEL ESTIMATE FOR SUPPLY OF BURNT MOBILE FOR DISTRIBUTION OF VILLAGERS

| Sl No | Item of Works | Unit | Rate (Rs.) | Estimated Cost (Rs.) | Remarks |
|-------|---|---------------|------------|----------------------|---|
| 1 | Cost of supply of Burnt Mobile to the trained squad, village protection committee as well as to the villagers to keep herd from crop raiding and damage to property as well as kill human beings as and when required including carriage to the spot all complete in all respect. | 16000 ltr/ | 50.00 | 800000.00 | Materials will be delivered within a stipulated time, when required as directed by Range Officer concerned. |
| | Add GST 18% | | | 144000.00 | |
| | TOTAL :: | | | 9,44,000.00 | |

Rupees Nine lakh Forty Four thousand only.

UNDERSTANDING THE ESTIMATE:

Before opted for bidding, an intending bidder needs to understand the ground situation in respect of which he/she is expected to work on. On an average, the duration of stay of Elephant herd in this Division is 150-180 days. The area is dominated by Dalma Herd and consists of nearly 120-150 elephants. However, these may sometimes get divided into smaller groups of 40-60 and even less number of members. Apart from that, the Mayurjharna Herd, comprising of 15-20 elephants, sub-adult males discarded by the main herd and thereafter joined together to form notorious 'Maljuria' group also roams through this division. Lone big male elephant, either tusker or makna (tusk less) form the third category of crop raiders. Naturally, the extent of damage in terms of crop raids, injuries to Human & live stock and even killing of Human are considerably alarming and varies as per their numbers, compositions, seasons and above all, on the response time by the trained squad, village protection committee for chasing them away. In order to minimize the extent of this depredation, the strategy of quick response and management of wild elephant herd/individual elephant is adopted since long. But, to make this work "tender friendly" and corroborating with the new financial system, the elephant herds and maximum payable amount for management of each group is mentioned hereunder,

ANALYSIS OF THE ESTIMATES

1. Management of wild elephant herd from crop raiding, damage property and killing human being is one of the tough most, cumbersome, difficult and unpredictable jobs. Thus intending bidders are required to quote their rate based on the estimates shown in the table above for management activity at large scale only.
2. The intending bidders shall be required to be well versed with the territory, local socio political situation, mode and pattern of elephant movement management activity. In a nut shell, the intending bidders should be well versed with wildlife management, geographical details of the landscape, local socio political situation as well as with the details of the Indian Forest Act, 1927 and the Wildlife Protection Act, 1972. Thus it becomes obvious and convenient to supply materials to squad, village protection committee as per specific direction of the Range Officer concerned. As it might be a question of life and death situation and urgency basis, rate to be quoted keeping all those factors in mind. Fluctuation in demand and supply issue will not be entertained.

SCHEDULE OF DATES

| TYPE | DATE |
|---|-------------------------------------|
| Date of uploading of N.I.T & Other document (Online Publishing Date) | 25/09/2018 at 1.00 p.m. |
| Document Download(Sale) start date | 25/09/2018 at 1.30 p.m. |
| Bid submission start date | 24/09/2018 at 1.40 p.m. |
| Bid submission end date (On Line) | 02/10/2018 at 05.00 p.m. |
| Last date for submission of uploaded copies of tender documents & EMD (Offline) | 03/10/2018 at 05.00 p.m. |
| Bid Opening date for technical proposal (On Line) | 04/10/2018 at 05.10 p.m. |
| Date of opening of financial proposal (On Line) | To be Notified in due course |

GENERAL TERMS AND CONDITIONS

1. The location shown in the tender notice are indicative in nature. Actual activity will be dependent on the place of stay of the elephant. The start location from where the management activity will be started shall be considered as the basic location; i.e, successful tenderer shall be given the responsibility of activity. The number of trained squad, village protection committee & other skilled and trained wage earners, route & distance to be covered shall be decided by the local Range Officer. **Payments will only be made when elephants are completely moved out of revenue areas of the cluster.**
2. **Pattern of Tender- Invitation of tenders is indicative in nature. It is being floated in anticipation of administrative approval and subsequent financial sanction. In case of non availability of such approval the tender shall be cancelled outright without assigning any further causes. Cost of the tender papers, if any, is non refundable in nature. No prayer, in case of such cancellation, shall be entertained under any circumstances. In case of the requisite approval from appropriate authorities also, work order to the successful bidders shall only be issued when fund will be placed and which shall be free from any other encumbrances.**
3. **Procurement of tender paper-** The tender paper shall have to be procured from e procurement portal, Govt of West Bengal. The intending bidders may also visit the official website of Forest Directorate for information.

4. Tender should be submitted by name in favour of **Sri R. N. Saha, IFS, Divisional Forest Officer, Medinipur Division** and not by official designation only. The tender shall be made in two bid system viz- technical bid and financial bid. Following folders are required to be uploaded with a single folder superscripting technical bid
 - a. Company information folder- related all information including audit report etc
 - b. Financial Credential folder- All experiences related to similar nature of job. Only work completion reports with an abstract mentioned in the annexure-II
 - c. Folder related to company hierarchy and technical person

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

5. **Submission of Tender- The technical bids thus submitted by the intending bidders shall be scrutinized by the tender committee constituted for the purpose, based on 2 grounds- a. The experience of the intending bidders & b. The financial credential submitted for the purpose.**

6. **Technical Bid-** Technical Bid Should be submitted in separate folder other than financial bid. Clearly super scribing the tender no and specific cluster in which the intending bidders are willing to participate. 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 as GST, P.TAX, License/Registration as applicable, additional information if any, shall also be submitted in the folder. The other credential like company details, machinery, technical persons, other technical knowhow, as applicable, shall be required to be submitted. The Technical bid must not contain any pricing information. The address and Contact No. of the bidder should be clearly written on the envelope.

7. **Financial Bid-** Financial Bid will not be opened unless the information and documents provided in the Technical Bid are as per the eligibility criteria and as per satisfaction of the undersigned.

- i) The financial bid should also be submitted in a separate cover super-scribed as **Financial Bid** & “Tender Notice No. and cluster no. The bid should mention in both number & words. and words “should be written in bold letters.
- ii) Address and contact No. of the Bidder should clearly written on the cover.
- iii) Financial Bid format is given in Form IIA.
- iv) The Bank details of the tenderers must be mentioned in the Form IIA for making payments on line. This is obligatory.
- v) Financial bid must be inclusive of all taxes.
- vi) Amount quoted more than the estimated cost will not be accepted in general, subject to the discretionary power of the undersigned based on the recommendation of the tender committee constituted for the purpose.

8. **Eligibility Criteria-** It consists of two parts- A. Experience of implementing similar nature of job & B. The requisite assessment of financial potential of the bidders.

Experience of implementing similar nature of job – The intending bidders should be having experience in implementing the same nature of jobs ie, the intending bidders should have previous experience in this field.

The requisite assessment of financial potential of the bidders-The intending bidders must be having at least 60% 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 3 years’ old). Requisite documents such as PAN, GST, trade license etc as applicable as per existing rules, must be submitted in the technical bids. The financial credential may of either similar or non similar nature of work, as this is for the 1st time elephant movement management activity is put to e-Tender in this division.

Possession of / access to the Vehicles like Omni/ Scorpio/Bolero/ TATA-207/Sumo and such other 4 -wheelers, access to the burnt Mobil shall be considered as added advantage.

After assessment of the eligibility criteria a weightage will be provided against each technical bid in 1 to 10 points scale. Those who will score at least 7 points shall only be eligible to qualify the financial bid.

9. **Time to Complete the works-** Delay in supplying the materials for this activity beyond 2 Hrs of the timing intimated by the Range Officer concerned, shall attract penal provision to the tune of 10% of the offered rate; as it is a question of saving human life and stoppage of destruction of human property. **A certificate of due diligence** must be availed by the bidders concerned from the respective Range Officer before preparation of bill.

10. **Submission of EMD and Security-** EMD, as mentioned in the schedule, should be submitted at “**ICICI Bank through RTGS/NEFT (On line)**” in favour of “**Divisional Forest Officer, Medinipur Division**” payable at “**Medinipur**” as per

the rules. The EMD documents should be submitted one day after last date of submission of tender. Physical copy of the documents should be submitted to the office. Security should, as mentioned in the schedule, should be submitted before issuance of the works order by the successful bidders in TR-7, as per existing rules. Govt. Of West Bengal, Finance Deptt., Memo No. 4608-F(Y), Dated 18th July, 2018 regarding additional performance security when the bid rate is 80% of less of the estimate put to tender and no increase in scopes of work of projects during execution phase is being followed. Security may also be adjusted with the R.A Bills to be paid for the successful implementation of the works. The mode of security deposit shall finally be decided by the undersigned. The Security Deposit will be released to the successful contractor/ supplier after 6 (six) months from successful implementation of the entire scheme as per estimate with such alteration and modification as may be necessary for implementing the work at field, provided no irregularities are noticed during this period. In case of any irregularities, the security deposit will be forfeited and in addition any legal action as deemed fit may be initiated. Security deposit shall not be adjusted with the EMD. The EMD of the unsuccessful bidders shall be released with 7 days of completion of basic tender formalities except of L1 & L2 which will be released before issuance of work order.

- 11. Dispute Resolution** – The decision taken by the undersigned shall be final in case of any dispute while implementing the work at field level or otherwise. Appeal, if any shall be made to the Chief Conservator of Forests, Western Circle, within 30 days. The decision taken by the Chief Conservator of Forests, Western Circle, shall be final and binding.

OTHER TERMS AND CONDITIONS

- 12. An affidavit of 1st class magistrate/Notary, duly signed by the intending bidders, declaring the following points shall be required to be submitted by the intending bidders along with the technical bid. If the affidavit is not submitted along with the technical bids, the tender submitted by the intending bidders shall be liable to be cancelled. However it shall be mandatory for the successful bidders to submit an affidavit of 1st class magistrate before signing of agreement and within 7 days from the date of issuance of offer/direction letter of submission of security deposit**
- 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 is true to the best of my knowledge and beliefs.**
 - c. **I shall abide by all the terms and 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, Medinipur Division shall be final and on appeal, the decision taken by the Chief Conservator of Forests, Western Circle, shall be final & binding upon me.**
- 13.** 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.
- 14.** The undersigned reserves the right to place order for work for supply up to 15% more or 15% less of the quantity mentioned in the schedule of the tender. **Payment for the material supply shall be calibrated and calculated on pro rata basis and shall be made accordingly.**
- 15.** The undersigned reserves the right to cancel the tender, at any stage, if necessary, without assigning any reason whatsoever.
- 16.** The undersigned is not bound to accept the lowest rate quoted by the tenderer and he is not bound to assign any reason, whatsoever, for such non-acceptance.
- 17.** The undersigned reserves the right to accept the tender only after verifying / testing the sample up to the satisfaction.
- 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 representative, if the quality of supply is not found up to the standard not within the stipulated time, the contractor/ supplier is bound to rectify the 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 placement of fund by the Government.
- 21.** No extension of time will be allowed for delivery / execution/ supply of the materials under any circumstances. However, 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 and acts of unsurpassed power. In the event of delay due to such causes, the tenderer may apply to the Divisional Forest Officer, Medinipur Division for extension of time for that period. The Division Forest Officer, Medinipur Division 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 or as per the specification as decided by the Range Officer concerned or his higher officer, subject to the approval of the undersigned or his Subordinate officers. In case of any material supplied by the department, the cost of such material will be recovered from the contractor.
23. As this tender issue related to urgency basis so supplier/contractor is bound to respond the specific need placed by Range Officer concerned at the earliest.
24. All directions are required to be carried out as per order by R.O. concerned and specification & estimate of the project subject to the modification by the undersigned at any point of time during execution of the work duly notified to the contractor/ supplier, within the project cost.
25. Royalty for any material, if obtained from Forest area, will have to be 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. Statutory Deduction: Income Tax, GST, Labor Welfare Cess as applicable shall be deducted from the Gross amount of Bill. In addition to above, before payment the following documents are required to be produced, if applicable.
 - a) Xerox copy of Labor license as per provision of "West Bengal Contract Labor (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.
28. The successful tenderer will not assign any part of the work to any other contractor.
29. The successful tenderer may, however authorize any person to supervise the day to day work, attend the measurement when taken by the undersigned or by his authorized Officer and record his signature on the work measurement note books.
30. Rate offered in the estimate is the final and tenderer will not have any further claim.
31. The acceptance of the tender will be subject to the receipt of the approval of the higher authorities and availability of fund. The undersigned will not be responsible for any loss sustained by the tenderer in the event of non receipt of Government sanction.
32. The payment of bill for any work will be made according to the availability of fund and approval of higher authorities wherever applicable and no claim to delay in payment will be entertained.
33. The terms and conditions of this "Tender Notice inviting tender" is part and parcel of the contract form.
34. In case of any dispute in execution of the work or supply, an application may be made to the Divisional Forest Officer, Medinipur Division and the decision of the undersigned is final and binding.
35. The cost Tender paper / Form will be sold as per Govt. of WBs notification no. 452-A/PW/O/10C-35/10, Dt-26/07/2011.
36. Requisite license must be obtained for Labour Department after issuance of work order. No payment shall be made without production of the license.
37. **Forest Department, or Medinipur Division, or any staffs of the Division, shall in no way be held responsible under any circumstances for any accident or death of the labourer/ driver etc, engaged by the contractor, happened in the field during the time of implementation of activity. Further, Forest Department, or Medinipur Division, or any staffs of the Division, shall in no way be held responsible in case of any damage/accident to the vehicle provided by the**

bidders. Trained squad, village protection committee, composed of volunteers from effected villages may be engaged for this purpose.

- 38 This does not restrict undersigned to give instruction to supply materials of appropriate quality and quantity for this activity such as Burnt Mobil to be supplied to trained squad, village protection committee and staffs engaged and suitable drinking water. Before supply the sample should be verified by the concerned Range Officer and bill shall only be passed after the Range Officer concerned provide the required certificate in this regard. Under no circumstances, elephant should be subjected to inhuman behaviour of burning them by fire or causing injury on their back by pointed Hulla by any one. If someone found, involved in such activities, necessary action under Wildlife protection act 1972 should be taken against them. Under any circumstances the instruction given by the Hon'ble Supreme Court of India vide writ petition(s) (Civil) No(s) 489/2018 , submitted by Prema Singh Bindra & Others Petition(s) versus Union of India & Others Respondent(s) will be strictly followed.
- 39 In case of implementation of the works at field the decision of the Range Officer or his authorized persons or any of his superior officers shall be final and binding on the successful bidders implementing the works at field.
- 40 Payment shall only be made to the contractor(s) after the Range Officer concerned, certifies so ensuring the quality of the materials implementation of the direction as per estimates and plan subject to overriding power of the undersigned in this regard.
- 41 The mode of payment for successful completion of the works should be made by NEFT/RTGS/Cheque issued by the undersigned for the purpose.
- 42 Please follow annexure carefully during submission of tender.

Sd/ R. N. SAHA, IFS
Divisional Forest Officer,
Medinipur Division.

ANNEXURE-I- PRAYER FOR PARTICIPATION IN THE TENDER

Name :

Address :

Tender Notice No.

Cluster No.

Financial Credential for similar nature of job (as mentioned in the tender notice)

Bank details (A/c No., IFSC code & MICR code(optional))

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 with date

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/Mobile No. | |
| 4 | Email | |
| 5 | Fax | |
| 6 | Website | |

Details of Authorized Person

| | | |
|----|----------------------|--|
| 7 | Name | |
| 8 | Address | |
| 9 | Telephone/Mobile No. | |
| 10 | Email | |

Information about the Organization

| | | |
|----|---|---------------|
| 11 | Status of Organization (Proprietorship/Partnership/Public Ltd/Pvt. Ltd/ Co-operative Society etc.) | |
| 12 | Details of Registration of Organization | Date: Ref: |
| 13 | Number of Professionals in position in the organization | |
| 14 | Locations and address of offices | |
| 15 | Service Tax Registration Number | |
| 16 | GST Registration Number | |
| 17 | Professional Tax Registration Number | |
| 18 | Income Tax PAN Number | |
| 19 | Details of any other Licenses/Registration (Copy to be enclosed) | |

Signature of the Tenderer with date

(Annexure-II)

| 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. |
|-------|----------------------|--------------|---|------------|----------|---|--|--|--------------------------------|--|
| | | | | | | | | | | |
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| | | | | | | | | | | |

Form I-B "Summary of Similar Projects Implemented " (Year wise)

Signature of the Tenderer with date

(Annexure-III)

FINANCIAL BID FORMAT

Form II-A

| Fixed Price | Applicable Taxes (Rs.) | Total (1)+(2) (Rs.) |
|-------------|---------------------------|------------------------|
| (1) | (2) | (3) |
| | | |

Declaring that the item against which there are fixed Govt. rate such as minimum wage rate etc. shall be obeyed in letter in spirit

Signature of the Tenderer with date

No. **2635/ 2-** (Tender)

Dated, Paschim Medinipur The **25/09/2018**

Copy forwarded for wide circulation & information to:-

1. The Sabhadhipati, Paschim Medinipur/Jhargram Zilla Parishad.
2. The Principal Chief Conservator of Forests (HoFF), West Bengal
3. The Chief Conservator of Forests, Western Circle, West Bengal.
4. The District Magistrate, Paschim Medinipur/Jhargram.
5. All Divisional Forest Officers, Western Circle, West Bengal.
6. The Superintendent of Police, Paschim Medinipur.
7. The Sub-Divisional Officer, Medinipur.
8. The Assistant Divisional Forest Officer, Medinipur Division.
9. The Treasury Officer, Medinipur Treasury.
10. The Head Clerk, Medinipur Division.
11. The Budget, Accounts & Revenue Section.
12. AFR, Medinipur Division.
13. All Range Officers (Territorial), Medinipur Division.
14. Notice Board, Medinipur Division.

Sd/ R. N. SAHA, IFS
Divisional Forest Officer,
Medinipur Division.