



GOVERNMENT OF WEST BENGAL
Directorate of Forests
Office of the Divisional Forest Officer,
KANSABATI SOUTH DIVISION.

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e- TENDER NOTICE NO.NIT 5/WBFOR/DFOKSD/2018-19 OF KANGSABATI SOUTH DIVISION FOR SAL PLANTATION

After competition of Advance works in connection with the plantation, it is required to take up creations works at field. In order to have a good quality plantation, if palting is done early, it will have very good effect on the growth of plantation.Thus, In pursuance to the G.O No-5400-F(Y) dt 25/6/12 and its subsequent amendment No-2254-F dt 24/4/14, the Divisional Forest Officer Kangsabati South Division , Raghabpur More, Purulia, on behalf of Governor of West Bengal, invites **e-tender** from bonafide, resourceful suppliers/contractors for carrying out the following works at various Ranges of Kangsabati South Division as per following location details &estimates in the tables below,

LOCATION DETAILS

Sl. No	Range	Beat	Location	Area (Ha)	Rate (Rs)	Amount (Rs)	EMD	Security	Remarks
1	Manbazar-I	Sindurpur	Sindurpur (JL.55)	20	46291/-	925820/-	18516/-	92582/-	

MODEL ESTIMATES FOR RAISING SAL PLANTATION

MODEL ESTIMATES FOR RAISING SAL PLANTATION						
Quantity-1600 Seedlings /ha						
Rate – 46291.00/ha.						
Sl No	Item of Works	Unit	Quantity	Rate(Rs)	Amount (Rs)	Time to complete the works
1	Pre Planting Cleaning & removal of debris	Seedling	1600	1.3	2080	By 15 th May, 2018 or as advised by the concerned Range Officer
2	Making cattle proof trenches of (1.10+0.9)/2*1.2 cum over 50rmt around the planting area including Collection and dibbling Khejur & Taal Tree along boundary line	Seedling	1600	2.09	3344	
3	Alignment and Staking of Planting pits	Seedling	1600	0.16	256	
4	Making inspection path	Seedling	1600	0.16	256	
5	Cost of digging pits of size (60+45)/2x45x45 cm3 (1600 Nos.) all complete in all respect	Seedling	1600	6.01	9616	By 31 st May, 2018 or as advised by the concerned Range Office
6	Filling up planting with dug up pulverized soil, Organic manure, Fungicides, Micro-nutrients etc over 1600 nos	Seedling	1600	2.28	3648	By 15 th June, 2018 or as advised by the concerned Range Officer
7	Cost of carriage of seedlings from Nursery to planting site	Seedling	1600	1.63	2608	As directed to the concerned Range Officer
8	Transplanting potted seedlings including carriage from field nursery to planting site and staking over 1600 Nos.	Seedling	1600	2.6	4160	During 1 st Rain, As advised by Concerned Range Officer
9	Application of insecticides to the planted seedlings over 1600 Nos.	Seedling	1600	0.16	256	As advised by concerned range Officer
10	Vacancy filling with potted seedlings 10-15%	Seedling	300	3.46	1038	As advised by concerned range Officer
11	1 st time weeding, cleaning mulching including application of admixture of organic and inorganic fertilizers and insecticides all complete in all respect	Seedling	1600	2.76	4416	After 15-21 days of planting is over or as directed by the concerned RO
12	2nd time weeding cleaning & mulching with application of fertilizer & vacancy filling	Seedling	1600	2.11	3376	
13	3 rd time weeding cleaning & mulching without application of fertilizer & vacancy filling	Seedling	1600	1.63	2608	
14	Sowing of Arahara seeds as nurse crop on the ridges of dug up soil along the continuous trenches.	Seedling	1600	0.33	528	
15	Making fire lines 2.50 mt. Wide all along the periphery and inside plantation over 200rmt	Seedling	1600	0.65	1040	
Total :					39230	
Add ; GST @ 18%					7061	
Grand Total :					46291	

ANALYSIS OF THE ESTIMATES

1. Model estimates have been provided here. Estimate for Creation of QGS plantation. The rate quoted in the estimates are inclusive all taxes and deduction. Issues related to GST, if any, shall be dealt with accordingly, as per the G.Os, Instructions, Guidelines issued time to time for the purpose from appropriate authority.
2. The per Ha allocation shown in the model estimates are indicative in nature. In case of actual allocation is more than the model estimates, admissible rate and accepted offered rate will be calibrated accordingly. Similar procedure will be followed in case of reduced actual allocation.
3. As, each of the activity requires specialized skill and experience JFMC members who are conversant with carrying out such types of activities, they will be given preference while deploying labour for such types of jobs. While, payment is required to make by the contractor concerned, decision taken by the concerned Range Officer on technical ground shall be final and binding with respect to carrying any particular activities mentioned in the model estimates.
4. The estimate is indicative in nature. Thus, it might be so that some of the items mentioned in the estimates do not require to be implemented in the field and some of the items needs to implemented more than once, repeated or enhanced as per field requirements along with change of locations in some cases also. Thus the Intending bidders need to quote rate accordingly and will have to follow the instructions of Forest Officials only whowill have the liberty to change the inner items mentioned in the estimates, without changing the rate or the amount of that particular item. Intending bidder/s is expected to have that flexibility.
5. Payment shall be made to the successful bidders only for those items which he/she has carried out at field on pro rata basis as per the rate offered by the L1 & as per the instructions of the concerned Range Officers or his authorised persons or his superior authority. Each item of the estimates has a definite time line, beyond which the item is very difficult to be implemented in the field. Thus, any item, which is not possible to be implemented in the field within due time, can only be implemented after having due permission in this regard from the appropriate authority. Successful bidders are required to prepare bill for making payment accordingly.
6. Intending bidder/s are required to mention the location in which he/she is willing to participate. Rate in BOQ is required to be quoted accordingly. If no of locations are not mentioned, the tender may liable to be cancelled. Based on the accepted rate over total estimated cost, item wise rate shall be calculated. Bills shall be processed accordingly.
7. Rate Quoted below 15% shall be subject to rate analysis which shall require to be provided based on technical grounds to be ascertained by the Tender Committee constituted for the purpose. Rate analysis which is not technically viable shall not be accepted at this end and the candidature of the contractor concerned shall liable to be cancelled at once.
8. From the above analysis, it follows logically that R.A bills shall be admissible in this regard.

SCHEDULE OF DATES

Sl. No.	Activity	Date & Time
1.	<i>Tender Publishing date & time</i>	<i>25/05/2018</i>
2.	<i>Document Download start date & time</i>	<i>26/05/2018 at 11:30 am</i>
3.	<i>Bid submission start date & time</i>	<i>26/05/2018 at 11:30 am</i>
4.	<i>Bid submission end date & time</i>	<i>01/06/2018 at 5 pm</i>
5.	<i>EMD physical submission end date & time</i>	<i>01/06/2018 upto 5:30 pm</i>
6.	<i>Technical Bid opening date & time</i>	<i>04/06/2018 at 11:30 am</i>
7.	<i>Uploading of Technical Bid Evaluation sheet</i>	<i>After technical bid evaluation</i>
8.	<i>Financial Bid opening date & time</i>	<i>After technical bid evaluation</i>
9.	<i>Uploading of Financial Bid evaluation sheet</i>	<i>After financial bid evaluation</i>
10.	<i>Publishing the Name of bidder who will get the contract</i>	<i>After technical & financial bid evaluation</i>

INSTRUCTION TO BIDDERS (ITB)

Section – A

1. General Guidance for e-Tendering

1.1 Instructions / Guidelines for e-Tenderers for electronic submission of the e-Tenders online have been shown in Web site <https://wbtenders.gov.in>

1.2 Registration of Contractors

Any contractor willing to take part in the process of e-Tendering will have to be enrolled and registered with the Government e-Procurement System.

1.3 Digital Signature Certificate (DSC)

Each contractor is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of e-Tenders.

1.4 Collection of e-Tender Documents

The contractor can search and download NIT and e-Tender documents electronically from computer once he logs on to the website mentioned in Clause 1.1 using the Digital Signature Certificate. This is the only mode of collection of e-Tender documents.

1.5 Participation in more than one work

A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm or registered company. If found to have applied severally in a single job, all his applications will be rejected for that job.

2. Submission of e-Tenders:

2.1 General process of submission:

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

2.2 Technical Proposal

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

A. Technical File (Statutory Cover) containing

- i. NOTICE INVITING E-TENDER (NIT) (to be submitted in “NIT” Folder).
- ii. Section B (Form I, Form II, Form III and AFFIDAVIT – Y) (to be submitted in “FORMS” Folder).
- iii. **Earnest Money Deposit (EMD) @ 2%** of the project cost against each project as mentioned in the schedule should be deposited by Net Banking (any listed bank) through ICICI bank payment gateway. Payment in any other means cannot be accepted. As per WB Finance Department Memo No.3975- F(y) dated – 28.07.2016.
- 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)
- v. Instructions to Bidders. (to be submitted in “ITB” Folder)
- vi. General Terms & Conditions of Contract. (to be submitted in “GT AND CC” Folder)
- vii. Technical Specification. (to be submitted in “TS” Folder)
- viii. Drawing if Any to (“DRAWING” Folder)
 - i) **Note: Place of submission:** The original copy of the EMD receipt towards Earnest Money Deposit should be submitted in a sealed envelope in the Office of the **Divisional Forest Officer, Kangsabati South Division, Purulia** (Mandatory for L1 Bidder only)
 - ii) The **L1** bidder shall submit the hard copy of the tender documents including original copy of DD towards, EMD to the tender inviting authority during collection of the acceptance letter. Failure to submit the hard copy of the DD towards EMD after collection of acceptance letter within the time period prescribed for the purpose will be treated as an attempt for creating hindrance to the tendering process for undertaking Govt. work and should be dealt accordingly including blacklisting of the candidate **as per G.O. No. 1592- F(Y) dated 20/03/2014.**
 - iii) **Addenda/Corrigenda, if published:** Contractors are to keep track of all the Addendum/Corrigendum issued with a particular e-Tender and upload all the above, digitally signed, along with the NIT. Tenders submitted without the Addendum/Corrigendum will be treated as invalid and liable to be rejected.

1. My Document (Non-Statutory Cover)

Sl. No.	Category Name	Sub-Category Description	Document Name	
			(For details see Clause 3 of ITB & relevant clauses of NIT)	
A.	CERTIFICATES	CERTIFICATES	1	P.T. deposit receipt Challan
			2	GST Registration Certificate
			3	I.T.R. Acknowledgement Receipt
			4	I.T. PAN Card
			5	Voter ID Card
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.
			2	Completion Certificate from the concerned.
D.	EQUIPMENTS	PLANT&MACHINERIES (OPTIONAL)	1	Authenticated copy of invoice, challan and way bill (Machinery)
		LABORATORY (OPTIONAL)	2	Authenticated copy of invoice, challan and way bill (Laboratory)
E.	FINANCIAL (INFO)	TURN OVER	1	Authenticated copy of the Income Tax RETURNS
		PAYMENT CERTIFICATE	2	Only Payment Certificate of work issued by the Concerned Supervisor and not the TDS certificate.
F.	DECLARATION	STRUCTURE & ORGANISATION	1	Details of Structure and Organisation ITB Section B Form III.
		AFFIDAVIT	2	An affidavit made that no adverse report against the bidder.
		TECHNICAL STAFF	3	An affidavit mentioning the name of the the technical staff as described in Clause 3(l) .

2.3. Financial Proposal

- i) The financial proposal should contain the Bill of Quantities (B.O.Q.) in one cover (folder). The contractor is to quote the rate in the space marked for quoting rate in the B.O.Q.
- ii) Only downloaded copy of the B.O.Q. are to be uploaded quoting the rate, virus scanned & digitally signed by the contractor.

1. 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.

- A. **Experience of implementing similar nature of job** – The intending bidders must be having experience in implementing the same nature of jobs i.e., the intending bidders must have credential of plantation works/Nursery works/plantation maintenance work preferably under State Forest Department(SFD).
- B. **The requisite assessment of financial potential of the bidders**-The intending bidders must be having at least 40% of the estimated cost as financial credentials for all contracts in a financial year pertaining to the 'same nature of job' as in item 1.(A.) **(Not more than 3 years' old)**. Requisite documents such as PAN, GST, License etc as applicable as per existing rules, must be submitted in the technical bids.

- C. Possession of Hand Tractor/Grass Cutter/Mixer Grinders/JCBs and such other implements shall be given due weightage. 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.

4. Opening of Technical Proposal

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

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

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

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

6. Final publication of summary list of technically qualified Tenderers

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

7. 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, Kangsabati South Division, Purulia the final summary result will be uploaded in the web site, which will contain, name of contractors and the rates quoted by them against each 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.

8. Procedures to be followed when one / two technically qualified Tenderers participated in any e-Tender:

Financial bid of technically qualified single / two Tenderers may not be opened. Re-Tender may be invited immediately in the process of evaluation as per norms of e-Tender as per G.O. No. 925/F(Y) dated 14/02/2017.

9. Acceptance of e-Tender (Technically eligible/qualified)

Lowest valid rate should normally be accepted. However, the e-Tender Accepting Authority does not bind himself to do so and reserves the right to reject any or all the e-Tenders, for valid reasons and also reserves the right to distribute the work amongst more than one e-Tenderer at the accepted rate after formal consultation with L1 (accepted rate) bidder and taking consent of L1 bidder for smooth & quick completion of the work.

10. Penalty for suppression / distortion of facts

If any e-Tender fails to produce the original hard copies of the documents (especially completion certificates and audited balance sheets), or any other documents on demand of the E-Tender Evaluation Committee within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression, the e-Tenderer will be suspended from participating in the e-Tenders on e-E-Tender platform for a period of 3 (Three) years. In addition, his user ID will be deactivated and

Earnest Money Deposit will stand forfeited. Besides, the **W.B. FOREST DEPARTMENT** may take appropriate legal action against such defaulting e-Tenderer.

11. Brief details on the nature of work:

a)	Name of the project	:	Creation of Sal Plantation
b)	Project ID	:	
c)	Job ID	:	
d)	Nature of Work	:	Creation of Sal Plantation
e)	Contractors eligible to submit the e-Tender	:	As stated in item 3 (j) of this ITB.

12. Submission of original copies of documents of Tender cost and Earnest Money Deposit:

a) **Mode of Payment:**

- (a) Payment by NET BANKING (any listed bank) through ICICI bank payment gateway:
- On selection of net banking as the payment mode, the bidder will be directed to ICICI bank payment gateway web page (along with a string containing a unique ID) where he will select the bank through which he wants to do the transaction.
 - Bidder will make the payment after entering his unique ID and Password of the bank to process the transaction.
 - Bidder will receive a confirmation message regarding success or failure of the transaction.
 - If the transaction is successful, the amount paid by the bidder will get credited in the respective polling account the state government/ PSU/ autonomous body/ local body/ PRIs etc. maintained with the focal point branch of ICICI bank at R. N. Mukherjee road, Kolkata for collection of EMD or Tender fees.
 - If the transaction is failure, the bidder again try for payment by going back to the first step.

13. Opening of e-Tender:

- (a) The Technical Bid shall be publicly opened by the authority receiving e-Tender or by his authorized representative, as per the Date & time Schedule mentioned in NIT.
- (b) Prospective Tenderers or their authorized representatives may be present during the opening process.
- (c) Financial Bids of only those Tenderers who would qualify in the Technical Bid evaluation will be opened.
- (d) The intending Tenderers shall clearly understand that whatever may be the outcome of the present Invitation of e-Tender, no cost of e-Tendering shall be reimbursable by the Government. The **Divisional Forest Officer, Kangsabati South Division, Purulia, W.B.** reserves the right to reject any e-Tender or all Tenders without assigning any reason whatsoever and is not liable for any cost that might have incurred by any E-Tenderer at any stage of E-Tendering.
- (e) The acceptance of the e-Tender rests with the **Divisional Forest Officer, Kangsabati South Division, Purulia, W.B.** who does not bind himself to accept the lowest e-Tender and reserves to himself the authority to reject any or all the Tenders received without assigning any reason thereof.
- (f) Intending Tenderers are encouraged to inspect the site of work and get themselves thoroughly acquainted with the local condition and all factors which may affect their rates. Prior to the site visit the intending Tenderers must inform **the Divisional Forest Officer, Kangsabati South Division, Purulia, W.B.** about the time and date of the visit.

14. The selected Contractor must arrange to procure all materials required for the proper completion of the work (as per the Technical Specifications of the e-Tender document). The Employer will not on any account be responsible for procuring the same.

15. The selected contractor shall apply to the **Divisional Forest Officer, Kangsabati South Division, Purulia W.B.** for seeking permission for utilization of land at the close proximity of the site for arranging required plant & machineries, store of materials etc. at his own cost and responsibility. All such temporary shed etc. shall have to dismantled and all debris etc. cleared from site post completion of the work or as directed by the **Divisional Forest Officer, Kangsabati South Division, Purulia.** Once an order to the effect is issued from the **Divisional Forest Officer, Kangsabati South Division, Purulia W.B.** in this regard, it shall be brought to effect by the contractor without contest.

16. Validity of Bids:

Bid shall remain valid for a period not less than 120 (**one hundred twenty**) Days after the dead line date for Financial Bid/Sealed Bid Submission. Bid validity for a shorter period shall be rejected by e-Tender Accepting Authority as non-responsive. If any Tenderer withdraws his offer before Bid validity period without giving any satisfactory explanation for such withdrawals, he may be disqualified for submitted e-Tender to this Office and Directorate of Forests, Government of West Bengal for a minimum period of 1 (one) year.

17. Verification of credentials/onsite projects:

Before issuance of the work order, the e-Tender Accepting Authority may verify the credential and other documents of the lowest Tenderer if found necessary. After verification, if it is found that such documents submitted by the lowest Tenderer is either manufactured or false in that case, work order will not be issued in favour of the Tenderer under any circumstances and legal action will be taken against him.

18. Cancellation of e-Tender :

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

19. Security Deposit:

The successful tenderers will be required to deposit Security Money @ 10% of the project cost. 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. 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. 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. 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.

20. Technical Specification and Quality of Works:

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 authorized officer.

21. Deduction of Taxes Etc:

Deduction of all taxes including TDS, Income Tax, GST and any other extant taxes from the Contractor's Bill as applicable **on the date of payment will be made as per Govt. rules.** Labour Welfare Cess @ 1 % (one percent) of the cost of works will be deducted from every Bill of the selected agency. **The intending tenderer should quote rates inclusive of all taxes and cess etc. They are requested to quote their rates keeping in mind all statutory deductions and depositions i.e. taxes, cess etc. to be made from their bills at prevailing rates at the date of payment of bill; as well as the tenderer will be solely responsible for deposition of taxes to be made out of the received amount of the bill as per statute . Any plea or representation in this regard will not be entertained at all at any stage.**

22. Removal of Discrepancy:

If any discrepancy arises between two similar clauses on different notification, the clause as stated in later notification will supersede former one in following sequence :-

- a. Form of Agreement
- b. e-Tender Form
- c. Technical Specifications
- d. General Terms and Conditions
- e. Relevant PWD(W.B.) Schedule of Rates
- f. Instructions to Bidders
- g. N.I.T.

23. Mobilization Advance/ Cost Over Run:

No Mobilisation Advance and Secured Advance will be allowed. Time / cost overrun and consequent cost of escalation for any materials, labour, P.O.L. etc. will not be allowed.

24. Canvassing in connection with the e-Tender is strictly prohibited.

25. Site of work and necessary drawings may be handed over to the successful Tenderer along with the work order or in a phase wise manner as deemed fit by **The Divisional Forest Officer, Kangsabati South Division, Purulia, W.B.** No claim in this regard will be entertained.

26. The successful Tenderer will have to start the work as per the work order. He has to complete different stages of work as per time frame specified in the work order. However, DFO may subsequently alter time frame.

27. The Successful Tenderer will be required to obtain valid registration certificate & labour licence from respective offices where work by them are proposed to be carried out under the Contract Labour (Regulation & Abolition) Act, 1970 and the same should be submitted to **The Divisional Forest Officer, Kangsabati South Division, Purulia, W.B.**

28. The successful Tenderer shall have to comply with the provision of (a) the Contract Labour (Regulation & Abolition) Act,1970 and (b) the Minimum Wages Act, 1948 and the Notifications thereof or other laws relating thereto and the rules made and orders issued thereunder from time to time, failure to do so will be treated as breach of contract and **The Divisional Forest Officer, Kangsabati South Division, Purulia, W.B.** may in his discretion cancel the contract. The contractor shall also be liable for any liability arising on account of any violation by him of the provisions of the Act and Rules made there under time to time.

29. The contractor shall not be entitled for any compensation for any loss suffered by him due to delay arising out for modification of the work, due to non-delivery of the possession of site and / or modification of work
30. Prevailing safety norms has to be followed by the successful Tenderer during execution of the work so that LTI (Loss of time due to injury) is zero.
31. Guiding schedule of works should be followed as per existing norms, patterns, lying in the working division.
32. The contractor shall abide by all acts and rules, especially but not limited to the field of forests, wildlife and biodiversity.
33. A Tenderer is to quote in figures as well as in words, his rates in the following forms in his cases against the estimated value put to e-Tender.
34. In the event of a e-Tender being submitted by a firm, it must be signed by a member or members of the firm having legal authority to do so and if called for, legal documentations in support thereon must be produced for inspection and in the case of a firm carried out by one member or a joint family it must disclose that the firm is duly registered under the Indian Partnership Act.
35. The Tenderer must sign at the bottom of each page of the e-Tender documents as a proof of acceptance of terms and conditions of the e-Tender. Overwriting shall not be allowed. All corrections, alternations etc. must be duly signed.
36. It must be clearly understood that the quantities of the various items indicated in the schedule or probable items are approximate only and may be increased or decreased during actual execution. The contractor shall remain effected by alteration.
37. **Dispute Resolution:** - Dispute, if any, shall required to be communicated to the undersigned in writing by the aggrieved person/s. In case of any dispute, the decision taken by the undersigned shall be final. Appeal, if any, may be preferred within 15 days from the date of awarding decision by the undersigned, to the Chief Conservator of Forests, South-West Circle, West Bengal whose decision regarding the matter shall be final and binding.

OTHER TERMS AND CONDITIONS

1. **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 are 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, Kangsabati South Division shall be final and on appeal, the decision taken by the Chief Conservator of Forests, South-West Circle, shall be final & binding upon me.**
2. 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.
3. The undersigned reserves the right to place order for work for supply up to 20% more or 20% less of the quantity mentioned in the schedule of the tender.
4. The undersigned reserves the right to cancel the tender, if necessary, without assigning any reason whatsoever.
5. 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.

6. The undersigned reserves the right to accept the tender only after verifying / testing the sample up to the satisfaction.
7. The undersigned or his representatives will inspect the works, take necessary measurement, and perform the required tests as and when required. The tenderers should render the required co-operation in this regard.
8. 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.
9. During the inspection by the undersigned or his representative, if the quality of the work / supply is not found up to the standard, the contractor/ supplier is bound to rectify the work or supply up to the satisfaction of the undersigned or his representative. Otherwise, the work order will be cancelled and the security deposit will be forfeited to the Govt. of West Bengal.
10. The work order will be issued to the successful contractor only after placement of fund by the Government.
11. No extension of time will be allowed for delivery / execution of the work. The Tenderer / contractor shall not be considered in default, if delay in delivery / execution occurs due to causes beyond his / her control, such as acts of God, natural calamities, civil wars, fire, strike, frost, floods, riot and acts of unsurpassed power. In the event of delay due to such causes, the tenderer may apply to the Divisional Forest Officer, Kangsabati South Division for extension of time for that period. The Division Forest Officer, Kangsabati South 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.
12. Materials will have to be procured by the tenderers by themselves following the standard and specification of PWD/PHE Schedules of the district, or as per the specification as decided by the Range Officer concerned or his higher officer, subject to the approval of the undersigned or his Sub-ordinate officers. In case of any material supplied by the department, the cost of such material will be recovered from the contractor.
13. The tenderers are required to inspect the sites, site plans and specifications of the works before submission of the tender and future ignorance of any such item will not be entertained.
14. All works are required to be carried out as per plan 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.
15. Royalty for any material, if obtained from Forest area, will have to paid by the contractor. Even if the material is procured from other Govt. Deptt's resources, the receipt for payment of such material must be shown and photo copies to be attached with the bill. Extra payment for such payment of Royalty etc. will not be entertained by the undersigned.
16. 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.
17. Statutory Deduction : Income Tax, VAT, Labour Welfare Cess as applicable shall be deducted from the Gross amount of Bill.
18. In addition to above, before payment the following documents are required to be produced, if applicable,
 - a) Xerox copy of Labour license as per provision of "West Bengal Contract Labour (R&A) Act 1970" for execution of the scheme (original to be shown for verification).
 - b) Xerox copy of DCR (with RA Bill/Final Bill –in original to be shown for verification) as a documentary evidence for payment of Royalty & CESS in Minor minerals or original Challan(s) carrying order (s)

mentioning the name of Agency, Tender Notice No. & date received from Govt. Approved Lessee/ Permit holder.

19. The successful tenderer will not assign any part of the work to any other contractor.
 20. 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.
 21. Rate offered in the estimate is the final and tenderer will not have any further claim.
 22. 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.
 23. 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.
 24. The terms and conditions of this "Tender Notice inviting tender" is part and parcel of the contract form.
 25. In case of any dispute in execution of the work or supply, an application may be made to the Divisional Forest Officer, Kangsabati South Division and the decision of the undersigned is final and binding.
- .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.
26. Requisite license must be obtained for Labour Department after issuance of work order. No payment shall be made without production of the license.
 27. **Forest Department, or Kangsabati South 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 the works.**
 28. **Range officer or his authorized person/s shall have the discretionary power to deploy suitable labourers, preferably from among the FPCs concerned.**
 29. **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.**
 30. **Payment shall only be made to the contractors after the Range Officer concerned, certifies so ensuring the quality of the work and implementation of the works as per estimates and plan subject to overriding power of the undersigned in this regard.**
 31. **The mode of payment for successful completion of the works should be made by NEFT/RTGS/Cheque based on actual bills submitted and actual works implemented in the field.**
 32. **Please follow annexure carefully during submission of tender**

DIVISIONAL FOREST OFFICER
KANGSABATI SOUTH DIVISION
PURULIA

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
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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	VAT Registration Number(Enclosed latest VAT Return)	
17	Professional Tax Registration Number	
18	Income Tax PAN Number	
19	Details of any other Licenses/Registration (Copy to be enclosed)	

Signature of the Tenderer with date

(Annexure-II)

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

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.

Signature of the Tenderer with date

(Annexure-III)
FINANCIAL BID FORMAT

Form II-A

Sl No	Cluster No	Estimated Cost Inclusive all taxes as per model estimates (Rs)	Rate Offered by the bidders		
			Fixed Price (1) (Rs)	Applicable Taxes(2) (Rs.)	Total(1)+(2) (Rs.)

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

Copy forwarded for wide circulation & information to:-

1. The Sabhadhipati, Purulia ZillaParishad.
2. The Principal Chief Conservator of Forests(HoFF), West Bengal
3. The Chief Conservator of Forests, South-West Circle, West Bengal.
4. The District Magistrate, Purulia.
5. The Superintendent of Police, Purulia.
6. The Sub-Divisional Officer, Sadar, Purulia .
7. The Treasury Officer, Purulia Treasury
8. All Divisional Forest Officer's, South-West Circle, West Bengal.
9. The Assist. Divisional Forest Officer, Kangsabati South Division.
10. The Head Clerk, Kangsabati South Division.
11. The Budget, Accounts & Revenue Section.
12. AFR, Kangsabati South Division.
13. All Range Officers (Territorial), Kangsabati South Division.
14. Notice Board, Kangsabati South Division.
15. _____, FPC

DIVISIONAL FOREST OFFICER
KANGSABATI SOUTH DIVISION
PURULIA