



GOVERNMENT OF WEST BENGAL
DIRECTORATE OF FORESTS
Office of the Divisional Forest Officer
Forest Utilisation Division
8, Lyons Range, Mitra Building, 3rd. floor, Kolkata -700001.
Phone & Fax: - 2230-2774

Memo. No. _____/25-8 (14-15)

Date: 26/11/2015

TENDER NOTICE No. WBFOR/ DFO/ NIT- e /PROJECT- I of 2015-16

[Uniform Clothes for SOUTH BENGAL]

INSTRUCTION TO BIDDERS (ITB)

1. General Guidance for e-Tendering

1.1 Instructions / Guidelines for prospective tenderers for electronic submission of the tenders online may be obtained from the Web site : <https://wbtenders.gov.in>

1.2 Registration of Tenderer

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

1.3 Digital Signature Certificate (DSC)

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

1.4 Collection of NIT & Tender Documents

The prospective tenderer can search and download NIT and 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 tender documents

1.5 Participation in work

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

2. Submission of Tender

2.1 General process of submission

Tender is to be submitted online through the website stated in Clause 1.1 in two folders, at a time, 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. The documents will get encrypted (transformed into non readable formats).

2.2 Technical Proposal

The Technical Proposal should contain scanned copies of the following Tender Document in two covers (folders) namely (A) Statutory cover (B) Non-Statutory cover :-

(A) Statutory Cover containing :

- i) Application [ITB, Section B (Form I, Form II Form III Form IV and Affidavit)] *(to be submitted in "Forms" folder)*
- ii) Proof of Earnest Money Deposit (EMD) as prescribed in the N.I.T. in favour of "**Divisional Forest Officer, Forest Utilisation Division**", payable in Kolkata. *(to be submitted in "EMD" folder)*
- iii) NIT (properly downloaded, digitally signed and uploaded) *(to be submitted in "NIT" folder)*
- iv) Tender Form (properly downloaded, digitally signed on pages and upload the same **except quoting rate ; quoting rate will only be encrypted in BOQ in Financial Bid**). **In case any rate is quoted in Tender Form, the tender is liable to be summarily rejected.**
- v) Technical Specifications (properly downloaded, digitally signed and uploaded).

Note: a) The documents of Earnest Money and Tender fee deposit should be submitted physically to the office the Divisional Forests Officer, Forest Utilisation Division, West Bengal in a sealed cover as per the 'Date & Time Schedule' stated in this N.I.T. Technical Bid & Financial bid both will be submitted concurrently duly digitally signed in the Website : <https://wbtenders.gov.in> Document may be downloaded from website & submission of Technical Bid / Financial Bid as per Tender Schedule.

b) Addenda/Corrigenda: if published, Tenderers are to keep track of all the Addendum/ Corrigendum issued with a particular tender and upload all the above digitally signed along with the NIT. Tenders submitted without the Addendum/Corrigendum will be treated as informal and liable to be rejected.

(B) Non-Statutory Cover containing :

- i) **Certificates:**
 - a) Valid and up to date Professional Tax (PT) deposit receipt challan.
 - b) VAT registration Certificate.
 - c) Income Tax Return Acknowledgement Receipt.
 - d) Income Tax PAN Card.
 - e) Voter I. Card
 - f) Enlistment Certificate Class-I (R & B).
- (ii) Proprietorship Firm - Trade Licence
- (iii) Partnership Firm - Registered Deed of partnership Firm, Registered Power of Attorney, Trade Licence.
- iv) Private Limited Company - Registration Certificate under Company Act, Memorandum of Association (MOA) & Articles of Association (AOA), Registered Power of Attorney, Trade Licence.
- v) Registered Co-operative Societies are required to furnish the following valid and up to date documents : -
 - a. Current "No Objection Certificate" from the Assistant Registrar of Co-operative Societies.
 - b. Supporting documents showing area of operation.
 - c. Bye-laws duly approved by the Assistant Registrar of Co-operative Societies.
 - d. Name with address and signature of the present Board of Directors of the Co operative Society.
 - e. Minutes of last Annual General Meeting and Audit Report of the Co-operative Society with the evidence of submission of the same to the concerned Authorities.
- vi) Organization chart showing the structure of the company with names of Key personnel and Technical Staff with Bio-data along with Structure & Organization. (ITB, Section – B, Form – III).
- vii) Credential for satisfactorily completion as a prime agency during the last 3 (three) years prior to the date of issue of this Tender Notice will be as stated below :
 - (a) All categories of intending Tenderers shall have satisfactorily completed as a prime agency during the last 3 (three) years prior to the date of issue of this Tender Notice either of the following :
 - (i) At least one work of similar nature with an estimated cost or quantity equal to or more of the estimated cost or quantity put to this notice ; or
 - (ii) At least two works of similar nature with an estimated cost or quantity of each of the works equal to at least 50% of the estimated cost or quantity put to this notice in any one year ; or
 - (iii) At least three works of similar nature with an estimated cost or quantity of each of the works equal to at least 33% of the estimated cost put to this notice in any one year,

- (b) Provided that such similar works should have been implemented in Government Department, Zilla Parishad, Government undertaking / Statutory Bodies constituted under the statute of the Government. Completion Certificate indicating Estimated Amount, Value of work-done, date of completion of the work and detail communicational address along with contact number of the Client should be submitted. [Non-statutory Documents]

Note:- Failure of submission of any of the afore-mentioned documents will render the tender liable to be summarily rejected for both Statutory & Non Statutory Cover.

The statutory/ non-statutory/ technical documents should be uploaded in the following manner :-

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

Note :- Last date & time of submission of bids online : 10-12- 2015 up to 2 p.m.

2.3. Financial Proposal

The financial proposal should contain the Bill of Quantities (B.O.Q.) in one cover (folder). The tenderer is to quote the rate online through computer in the space marked for quoting rate in the B.O.Q.

Only downloaded copy of the B.O.Q. are to be uploaded quoting the rate, virus scanned & digitally signed by the tenderer.

- a) (1) The rate should be quoted separately for each item of the mentioned articles as per Articles and Units **indicated in col. 2 & 3 of the “Schedule of Supply”** stating the brand name, number, manufacturer’s details etc. The width of the cloth being quoted for has to be specifically mentioned. Test certificate from National Test House (Eastern Region) of Ministry of Consumer Affairs, Food & Public Distribution, Govt. of India, should be accompanied with the samples of clothing items.
- (2) The quoted rate should be inclusive of the following :- i) All the taxes, charges, etc. payable by the tenderer, ii) Charges for packing as per instruction and iii) Charges for delivery of all items [**as per the Schedule of Supply**] to the offices/Units located at the different places of **South Bengal** (lists will be handed over to the successful tenderers).

No extra payment other than what has been quoted for will be made on any account.

- b) The tendered rates must remain valid for 6 (six) months from the date of offer of tender. Rate(s) once accepted will be final and no appeal for any increase of Rate(s) due to any reason whatsoever will be entertained.
- c) Grant of price preference and acceptance of rates will be guided by the extant Rules. All prospective tenderers are required to familiarise themselves with the same.

3. Eligibility Criteria for participation in tender :

- (a) All categories of intending Tenderers shall have satisfactorily completed as a prime agency during the last 3 (three) years prior to the date of issue of this Tender Notice either of the following :
- (i) At least one work of similar nature with an estimated cost or quantity equal to or more than the estimated cost put to this notice ; or
- (ii) At least two works of similar nature with an estimated cost or quantity of each of the works equal to at least 50% of the estimated cost put to this notice in any one year ; or
- (iii) At least three works of similar nature with an estimated cost or quantity of each of the works equal to at least 33% of the estimated cost put to this notice in any one year,
- (b) Provided that such similar works should have been implemented in Government Department, Zilla Parishad, Government undertaking/Statutory Bodies constituted under the statute of the Government. Completion Certificate indicating Estimated Amount and quantity, Value of work-done, date of completion of the work and detail communicational address along with contact number of the Client should be submitted. [Non-statutory Documents]

- (c) For the purpose of this project 'similar works' would mean supply of all requisite materials.
- (d) All categories of prospective Tenderers shall have to submit valid and up to date Professional Tax receipt, Challan, VAT Registration Certificate, Income Tax Return, Acknowledgement Receipt, PAN Card issued by Income Tax Department, Voter ID Card and Trade Licence in respect of the prospective Tenderer [Non-statutory Documents].
- (e) Where an individual person holds a Certificate in his own name duly issued to him against the company or the firm of which he happens to be a director or partner, such individual person shall, while submitting any tender for and on behalf of such company or firm, invariably submit a copy of registered power of attorney showing clear authorization in his favour, by the rest of the directors of such company or the partners of such firm, to submit such tender. The Power of Attorney shall have to be registered in accordance with the provisions of the Registration Act, 1908. [Non-statutory Documents]
- (f). Neither prospective Tenderer nor any of the constituent partners had been debarred to participate in any Tender by the Forest Department, W.B. during the last 5 (five) years prior to the date of this NIT. Such debaring will be considered as disqualification towards eligibility. (A declaration in this respect has to be furnished by the prospective bidders as per prescribed format). [Non-statutory Documents]
- (g). The partnership firm shall furnish the Registered Partnership Deed and the Company shall furnish the Memorandum of Association (MOA) and Article of Association (AOA.) [Non-statutory Documents]
- (h). Registered Co-operative Societies are required to furnish the following documents :- [Non-statutory Documents]
- i) Current "No Objection Certificate" from the Assistant Registrar of Co-operative Societies.
 - ii) Supporting documents showing area of operation.
 - iii) Bye-laws duly approved by the Assistant Registrar of Co-operative Societies.
 - iv) Name with address and signature (in original) of the present Board of Directors of the Co-operative Society.
 - v) Copies of Minutes of last Annual General Meeting and Audit Report of the Co-operative Society with the evidence of submission of the same to the concerned Authorities, duly attested.
- (i). The prospective Tenderers or any of their constituent partner shall neither have abandoned any work nor any of their contract have been rescinded during the last 5 (five) years. Such abandonment or rescission will be considered as disqualification towards eligibility.
- (j). Joint Ventures will not be allowed.
- (k). A prospective Tenderer shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm. If the prospective Tenderer is found to have applied severally in a single job, all his applications will be rejected for that job.
- (l). No conditional / Incomplete Tender will be accepted under any circumstances.
- (m). The Tenderers/Agencies/Organisations of earlier years' Tender (i.e. Tender Notice No.1 of 2011) who have failed to supply materials as per prescribed specifications and conditions therein, will not be eligible for any purposes of this Tender process under this Tender Notice.

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.

Intending tenderers may remain present, 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 Statutory Documents, the tender will summarily be rejected.**

Decrypted (transformed into readable formats) documents of the Non statutory Cover will be downloaded, and handed over to the **Tender Evaluation Committee**.

5. Declaring /Uploading of summary list of technically qualified tenderers

Pursuant to scrutiny and decision of the Tender Evaluation Committee (TEC), the summary list of eligible tenderers with the serial number of work / supply for which their Financial Proposals will be considered will be uploaded in the web portals. The list would be displayed in the Office Notice Board of the Divisional Forest Officer, Forest Utilisation Dn., Kolkata.

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 be intimated in the final summary list.

7. Opening and Evaluation of Financial Proposal

Financial proposals of the tenderers declared technically eligible by the Tender Evaluation Committee will be opened electronically from the web portal on the prescribed date, after 2 (two) to 5 (five) working days of date of publication of final summary list of the technically qualified tenderers.

The encrypted copies will be decrypted and the rates will be read out to the tenderers remaining present at that time.

After evaluation of Financial Proposal and selection of the rates, samples (submitted and delivered by the tenderers) and others concerned matters by the **high level 'Clothing Committee' constituted by the State Govt.**, the final summary result containing inter-alia, name of tenderers and the rates quoted by them against each item of uniform cloth /garment /article will be uploaded and will be displayed in the office Notice Board of Forest Utilisation Division.

provided that the 'Clothing Committee' is satisfied that (a) the rates obtained are fair and reasonable and (b) the clothes/ garments /articles are suited for forest areas/ conditions.

Hence, the quality will also be the criteria for selection of such samples and not always the lowest quoted rates offered by the tenderers.

8. Procedures to be followed when one / two technically qualified tenderers participated in any tender

Financial bid of technically qualified single / two tenderers may not be opened immediately.

2nd call may be invited immediately after technical evaluation and uploading the list of the technically qualified bidders(s) of the 1st call. If such bidder(s) technically qualified in the 1st call intend(s) to change their rates quoted in the 1st call, they are to purchase tender paper afresh. In case of non purchase, the rates quoted in the 1st call would remain valid. After selection of technically qualified tenderers for 2nd call (in case new tenderer other than the existing tenderer of the 1st call), financial bid of both 1st and 2nd call would be opened. Financial evaluation would be made in a combined way considering both 1st and 2nd call. However, in case tenderer(s) of 1st call submit (s) fresh tender in 2nd call, rates of 2nd call should be considered in the process of evaluation.

9. Acceptance of Tender (Technically eligible /qualified)

Lowest valid rate should normally be accepted. However, the Tender Accepting Authority does not bind himself to do so as he shall act as per approval /acceptance of the said high level 'Clothing Committee' of the state government and reserves the right to reject any or all the tenders, for valid reasons.

The authority also reserves the right to distribute the supply amongst more than one tenderer after taking approval of the said 'Clothing Committee' of the state government.

10. Penalty for suppression / distortion of fact

If any tenderer 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 Tender Evaluation Committee /Clothing Committee constituted by the State Govt., within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression, the tenderer will be suspended from participating in the tenders on e-Tender platform for 3 (Three) years. In addition, his user ID will be deactivated and Earnest Money Deposit will stand forfeited. Besides, the **WBFOR** may take appropriate legal action against such defaulting tenderer.

11. Schedule of Dates:

Item	Particulars	Date & Time
1	Date of uploading N.I.T. Documents - Online (Publishing Date)	26-11-2015 at 11.45 a.m.
2	Documents download start date (Online)	26-11-2015 at 2 p.m.
3	Bid submission start date (Online)	27-11-2015 at 10 a.m.
4	Date of Meeting with intending bidders at the o/o DFO, Forest Utilisation Division, Kolkata.	01-12-2015 at 3 p.m.
5	Last date of physically submission of documents (original copies) of Earnest Money Deposit and Tender Fee in sealed cover (Offline)	10-12-2015 up to 1 p.m.
6	Last date of submission of Samples of all the articles tendered (Offline)	10-12-2015 up to 1 p.m.
7	Bid submission closing date (Online)	10-12-2015 at 2 p.m.
8	Bid opening date for Technical Proposal (Online)	12-12-2015 at 12.30 p.m.
9	Scrutiny & decision of the Tender Evaluation Committee	14-12-2015
10	Date of uploading names of technically qualified bidders	15-12-2015
10	Date of samples selection by high level "Clothing Committee" constituted by State Govt.	18-12-2015 at 11.30 a.m.
11	Date of uploading of list of bidders along with final rates (Online)	will be notified later on

Note :

1). The bidders participating in the e-tender of the State Government shall deposit the **Earnest Money Deposit**, electronically through their respective internet-banking enabled account maintained at any bank to the following pooling accounts opened at SBI, Kolkata Main Branch :-

EMD related to E-tender of	Pooling Account No.
State Government Departments	33728456372

2). In case of tender fee, the same may also be deposited by the bidders electronically through their respective internet-banking enabled account at any bank to the following pooling accounts opened at SBI, Kolkata Main Branch :-

Tender fee of	Pooling Account No.
State Government Departments	33728473909

- 3) In case the bidder has a net-banking account at SBI, he will add these accounts for their fund transfer.
In case the bidder has net banking account in other bank he will add these accounts for NEFT / RTGS fund transfer.
- 4). In case of any unscheduled holiday or on days of Bandh or natural calamity on the aforesaid dates, the next working day will be treated as scheduled date for the same purpose.
- 5). The Tender Inviting Authority may change the venue of opening the Technical or Financial Bids in case of exigent circumstances like breakdown of communications link or conditions of force majeure.
- 6). The Tender Inviting Authority reserves the right to defer the date of opening of either Technical or Financial Proposal or both, if required.

TENDER NOTICE No. WBFOR/ DFO/ NIT- e /PROJECT- I of 2015-16**[Uniform Clothes for SOUTH BENGAL]**

The Divisional Forest Officer, Forest Utilisation Division, West Bengal, on behalf of the Governor, West Bengal, invites **e-tender** for the following work (s) from the eligible Tenderers as detailed in the table below. [Collection (downloading) and Submission (uploading) of Tender can be made online through the website <https://wbtenders.gov.in> only]

List of Work(s):

SL No	Name of Work	Earnest Money to deposit	Estimated Quantity put to tender	Amount of Earnest Money to be deposited	Tender Fee (Rs.)	Period of Completion of the work
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1.	Supply of uniform clothes for the year 2014-15 to the eligible staff (South Bengal) of Forest Directorate, W.B.	shall deposit the Earnest Money Deposit , electronically through their respective internet-banking enabled account maintained at any bank to the pooling accounts opened at SBI, Kolkata Main Branch	as per column 2 & 3 of "Schedule of Supply".	Amount of EMD :- as per column 4 of "Schedule of Supply".	Mentioned in the "Schedule of Supply"	75 (seventy five) days from the date of issue of Firm Order.

Note : 1) **Samples (in sealed condition)** of all the articles tendered should be delivered to :-

The Range Officer, Attached Forest Range, Office of the Divisional Forest Officer, Forest Utilisation Division, 8, Lyons Range, Mitra Building (3rd. Fl.), Kolkata -700 001 and must reach him by **1 p.m. on 10-12-2015**. Samples shall not be offered for more than three qualities for a particular item.

SCHEDULE OF SUPPLY [Project -I]**Supply of Uniform Clothes of the Year 2014-15 for South Bengal.**

Note : Delivery is to be made to the forest offices /Units at different places of South Bengal.

SL.	Specification of Materials	Quantity	E.M.D.	Tender fee
(1)	(2)	(3)	(4)	(5)
1	KHAKI TERRYCOTTON CLOTH for making Shirts & Trousers width 138 cms. Specification : Polyester 67%, Cotton 33% Sample : 2.00 Mtr.	18,921.25 m.	61,872/-	2360/-
2	NAVY BLUE TERRYCOTTON CLOTH for making Trousers width 138 cms. (Approx.) Specification : Polyester 67%, Cotton 33% Sample : 2.00 Mtr.	63.0 m.	176/-	5/-
3	KHAKI WARM WOOLLEN CLOTH for making Coats & Trousers width 140 cms. (Approx.) Sample : 1.50 Mtr.	316.0 m.	1,593/-	60/-
4	KHAKI WOOLLEN SERGE CLOTH for making Shirts, Coats & Trousers width 140 cms (Approx.) Sample : 1.5 Mtr.	367.25 m.	1,961/-	75/-
Total			65,603/-	2,500/-

12. Brief details on the nature of work :

12.a)	Name of the work	:	Supply of uniform clothes for the year 2014-15 to the eligible staff of South Bengal of Forest Directorate, West Bengal.
12.b)	Consultant for the work	:	The Divisional Forest Officer, Forest Utilisation Division, 8, Lyons Range, Mitra Building, 3rd. floor, Kolkata -1.
12.c)	Nature of Work	:	Supply of uniform clothes for the year 2014-15 as per the Schedules, Specifications, the Terms & Conditions of Tender Notice and on the basis of the rates & samples approved by the high level "Clothing Committee" by the State Govt.
12.d)	Tenderers eligible to submit the tender	:	Bonafide Dealers / Manufacturers / Traders / Registered Co-operative Societies / Regd. SSI Units / Industrial Undertakings / Organizations owned or managed by the State Govt. / State based medium scale or large Scale units for supply of uniform articles to the Govt. Departments/ Directorates in West Bengal.

13. Earnest Money Deposit (EMD):

- a) Each Tenderer will have to deposit the specified Earnest Money as per the 'schedule of Supply' given herewith.
- b) **There is no exemption** of any kind for any of the eligible tenderers towards cost of Tender Fee.
- c) In case, no Earnest Money is deposited by a Tenderer owing to any special order of the Government, the copy of specific order attested by Gazetted Officer at the latest date, must be enclosed with the Tender, failing which such claim for exemption from payment of Earnest Money deposit will be rejected.
- d) **Refund of EMD** : The EMD of the bidders disqualified at the technical evaluation will revert to the respective bidders accounts without any manual intervention following the same path in which the EMD was transferred from the bidder's bank account to the pooling account electronically, once the technical evaluation is electronically processed in the State Government e-tender portal of <https://wbtenders.gov.in>
- e) The EMD and Security Deposit shall be deposited in favour of the "Divisional Forest Officer, Forest Utilisation Division". The bidders shall submit the soft copy (scanned copies of the originals) for instruments (bank draft, etc) during online bid submission. In case of deposit of money it should compulsorily be deposited on-line by the bidders.
- f) The L1 bidder shall submit the hard copy of the documents to the tender inviting authority with his acceptance letter of the LOI.
Failure to submit the hard copy of the acceptance letter within the time period prescribed for this purpose, may be construed as an attempt to disturb the tendering process and dealt with accordingly legally including blacklisting of the bidder.
- g) In case of partnership firm(s), the above instrument (s) must reflect the name (s) of the firm as well as the name(s) and address(es) of the partner / partners who is/are authorized as per valid partnership deed(s).
- h) Both Technical Bid and Financial Bid should be submitted duly digitally signed by the Tenderer through the website <http://wbtenders.gov.in> as per the 'Date & Time Schedule' stated in this N.I.T. (Details given in Instruction to Bidders).

14. Opening of Tender:

- (a) The Technical Bid will be publicly opened by the authority or by 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 Divisional Forest Officer, Forest Utilisation Division, W.B. or his authorized representative opening the Financial Proposal may call for Open Bid /Seal Bid after opening of the said tender to obtain the suitable rate further, if required. If any of the Tenderers or their representatives fails to attend during this process no subsequent objection would be entertained under any circumstances at any later date or time.

1. The intending Tenderers shall clearly understand that whatever may be the outcome of the present Invitation of Tender, no cost of Tendering shall be reimbursable by the Government. The Divisional Forest Officer, Forest Utilisation Division, W.B. reserves the right to reject any tender or all Tenders without assigning any reason whatsoever and is not liable for any cost that might have incurred by any Tenderer at any stage of Tendering.
2. The acceptance of the tender rests with the Divisional Forest Officer, Forest Utilisation Division, W.B. who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all the tenders received without assigning any reason thereof.
3. Intending Tenderers at their own cost and risk are encouraged to inspect the sites of work and get themselves thoroughly acquainted with the local condition and all factors which may affect their rates.
4. The selected Tenderer must arrange to procure all approved samples / materials required for the proper completion of the supply / work as per the approved samples (to be approved by the Clothing Committee constituted by State Govt.).
5. All the approved materials / samples of brand and make as approved by that Committee only shall be allowed to be used for supply of the uniform clothes / garments. No Brand of any materials other than the one approved by that Committee shall be allowed to be used for the supply.

6. VALIDITY OF BIDS:

Bid shall remain valid for a period not less than **180 (one hundred eighty) Days** after the dead line date for Financial Bid/Sealed Bid Submission. Bid validity for a shorter period shall be rejected by 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 tender to this Office and Directorate of Forests, Government of West Bengal for a minimum period of one year and legal action will be taken against him.

7. VERIFICATION OF CREDENTIALS / ONSITE PROJECTS :

Before issuance of the Firm order, the 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, Firm order will not be issued in favour of the Tenderer under any circumstances and legal action will be taken against him.

8. CANCELLATION OF TENDER :

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

9. PERFORMANCE SECURITY :

The successful Tenderers will be called upon to deposit immediately an amount equal to **10 % of the value of the supply** likely to be ordered for the approximate quantity to the nearest higher hundred as Performance **Security Deposit**. Cheque or Security Bond will not be accepted as Security Deposit.

If at any stage it becomes necessary to place order for quantity, in excess of the quantity against which the Security Deposit was computed initially, the successful Tenderer will have to deposit further sums computed as above, within three working days.

NO INTEREST WOULD BE PAID ON THE PERFORMANCE SECURITY DEPOSIT.

10. AWARD OF CONTRACT

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

11. EXECUTION OF AGREEMENT:

The Tenderer will be called upon to execute an **Agreement** for fulfilment of the contract for supply, and the same will have to be completed **within 3 (three) working days** of submission of the proof of deposition of the Performance Security Deposit.

12. DEDUCTION OF TAXES, ETC:

Income Tax, Vat, Royalty & all other statutory levy/ Cess will have to be borne by the tenderer as per Govt. Rules and the rate in the B.O.Q. is inclusive of all the taxes & cess, and all other Charges & Duties applicable for the supply.

The Agency will be liable to maintain the work at working portion at the appropriate service level to the satisfaction of the Divisional Forest Officer, Forest Utilisation Division, W.B., at his own cost for a period of Security Period which is three months from the date of completion of the work. If any defect/damage is found during the period as mentioned above, the Agency shall make the same good at his own cost. Failure to do so, penal action against the Agency will be imposed by the Government as deem fit. The Agency will have to quote his rate considering the above aspects.

13. 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). Tender Form
- c). Technical Specifications
- d). General Terms and Conditions
- e). Instructions to Bidders
- f). N.I.T.

14. **MOBILISATION 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.

15. Canvassing in connection with the tender is strictly prohibited in the Tender submitted by the Tenderer.

16. The successful Tenderer will have to submit three sets of all the Tender Documents along with BOQ in connection with this Tender in hard copy within 7 (Seven) days from the date of receipt of Letter of Acceptance of the Tender. Failure to do so will be liable to termination/rejection of Tender with forfeiture of Earnest Money without any reference to the Tenderer.

17. The successful Tenderer will have to start the work as per the Firm order to commence the work.

18. No tender shall be deemed to be fit for consideration unless the tender documents are fully and completely filled in. All information that may be asked from the Tenderer must be unequivocally furnished. The eligibility of a Tenderer will be ascertained on the basis of the documents submitted by a Tenderer in support of eligibility criteria. If any document submitted by a Tenderer is found to be incomplete/incorrect/ manufactured / fabricated or false, his Tender will be outrightly rejected at any stage and legal action will be taken against him.

19. A Tenderer is to quote in figures as well as in words, his rates in the following forms as applicable in his cases against the estimated quantity put to tender of the tender form. The rate shall be clearly and legibly written and the whole writing must be by the hand of the person signing the tender and the same pen and ink. Erasing and over writing **SHALL NOT BE ALLOWED**. Correction in the rate should be avoided but if this becomes unavoidable, the entire rate and not a portion only shall be scored out and signed (not simply initialled) by the Tenderer in token of such cancellation. A fresh rate in one of the specific form and in the specified manner shall then be correctly written

20. In the event of a 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.

21. The Tenderer must sign at the bottom of each page of the tender documents as a proof of acceptance of terms and conditions of the Tender. Overwriting shall not be allowed. All corrections, alternations etc. must be duly signed.

22. 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 appreciably increased or decreased. The tenderer shall remain effected by alteration.

RATES ARE FIRM FOR THE PERIOD OF THE WORK/SUPPLY. IN CASE ANY ABNORMAL DEVIATION IS OBSERVED DURING THE COURSE THE TENDER ACCEPTING AUTHORITY MAY REFER TO THE HIGHER AUTHORITY AND TAKE A DECISION ACCORDINGLY.

15. TERMS AND CONDITIONS

A) The provisions, conditions, guidelines, etc. stated in the foregoing paras of this N.I.T. vide item No. 1 to 13 & item No.14 (with sub item nos.1 to 22) and the GENERAL TERMS & CONDITIONS OF CONTRACT of this N.I.T. shall form the part of the Terms and Conditions of this TENDER NOTICE.

B) Firm Order related to this tender will only be issued by the Divisional Forest Officer, Forest Utilisation Division subject to the sanction and placement of necessary fund from the State Govt.

C) TECHNICAL SPECIFICATION, QUALITY OF WORKS AND DELIVERY SCHEDULE:

a) Samples of all the articles tendered should be despatched or delivered to :-

The Range Officer, Attached Forest Range, Forest Utilisation Division, 8, Lyons Range, Mitra Building (3rd. Floor), Kol.-1 and must reach him *by date & time mentioned in the 'Schedule of supply'*. Samples shall not be offered for more than three qualities for a particular item.

b) If the samples are sent to the wrong officer or if they reach the Range Officer, Attached Forest Range, after the due date as mentioned, they will not be accepted and accordingly the tender will not be considered.

c) All samples must be carefully labeled with the name of the tenderer, the name of the articles and reference to items in the 'Schedule of Supply'. For this purpose, "Tag labels" should be used and cords of tags be sealed. Paper labels should not be pasted on the samples. Reference to previous year's samples will not be considered. The samples should be accompanied with the lists.

d) Sufficient quantities of sample should invariably be submitted along with the Tender, failing which the Tender may not be considered. The name of Manufacturing Mill / Factory and its location, detailed specification of the materials, etc. shall have to be mentioned in the Tender. Each sample should have the seal of the Tenderer imprinted on it. The successful Tenderers may have to provide further sample if required.

e) Firm order for supply of the materials will be placed accordingly. The materials shall have **to be delivered within 75 (seventy five) days** from the date of issue of such Firm Order. If the supplier or tenderer fails to abide by the stipulated time, **the supply order will automatically be cancelled and the second bidder will be offered the same, subject to such selection of second bidder(s) by the high level Clothing Committee constituted by the State Govt.**

f) The undersigned reserves the right with the approval of the Additional Principal Chief Conservator of Forests/ Chief Conservator of Forests/ Conservator of Forests who will be the concerned higher authority of this Forest Division, to grant or refuse any **prayer for extension of time** for completion of the supply of the articles against any of the Firm Order as follows :-

on payment of **Late fee @ 2%** of the value of articles - **10 days** (beyond 75 days)

There will be no scope for any extension of time beyond the above 10 days.

g) The undersigned reserves the right to issue order for stopping supply and cancel the supply order at any stage, by a notice in writing, if the materials supplied are found to be defective or not conforming to the approved specification & quality of the sample specified and also for delay in delivery of the materials.

h) Actual supply of materials/ articles having parity with the approved sample will be accepted only after verification of the produce by the concerned offices.

i) Authentic documents regarding genuineness of the articles to be produced in respect of supplies of Branded articles in each supply.

j) All Woollen articles are to be supplied in polythene bags of the approved grade.

k) The requirement of the materials shown in the "schedule of supply" (attached) is approximate and may vary depending on the actual requirement.

l) The undersigned will not be responsible for any loss suffered by the tenderers due to change in the policy of the Government or due to any other reason, if the tender is cancelled in whole or in part.

m) The Tenderers/Agencies/Organisations of earlier year's Tender (i.e Tender Notice No.1 of 2011) who have failed to supply materials till on date as per prescribed specifications and conditions therein, will not be eligible for any purposes of this Tender process under this Tender Notice.

**Divisional Forest Officer
Forest Utilisation Division**

Copy forwarded for information to :-

- 1). The Principal Secretary to the Government of West Bengal, Department of Forests, Aranya Bhaban, Salt Lake, Sector-III, Kolkata-700091.
- 2). The Principal Chief Conservator of Forests, & Head of Forest Force, West Bengal, Aranya Bhaban, Salt Lake, Kolkata-700098.
- 3). The Chief Conservator of Forests, MIS. & E.Gov., West Bengal along with soft copies of the N.I.T.s to kindly arrange for uploading the same in the official website of the Govt. of West Bengal.
- 4). The Divisional Forest Officer, Statistical Cell, Aranya Bhaban along with soft copies of the N.I.T.s to kindly arrange for uploading the same in the official website of the Directorate of Forests.
- 5). The Secretary, Contractors' Association of West Bengal, 6/1, M.M. Podder Road, Kolkata -700 001.
- 6). Office Notice Board of Forest Utilisation Division, Mitra Bldg., 8, Lyons Range, Kolkata-700 001.

**Divisional Forest Officer
Forest Utilisation Division**

**Section – B
FORM-I
APPLICATION**

To

The Divisional Forest Officer
Forest Utilisation Division, W.B.
8, Lyons Range, Mitra Building (3rd. Floor),
KOLKATA -700 001.

Subject : (Name of the Work with Tender reference no.)_____

Reference : (N.I.T. No.)_____

Dear Sir/Madam,

Having examined the Statutory, Non-statutory and NIT documents ; I / We hereby submit all the necessary information and relevant documents for evaluation.

The necessary evidence admissible by law in respect of authority assigned to us on behalf of the group of firms for application and for completion of the contract documents is attached herewith.

I / We are interested in bidding for the work mentioned above

I / We understand that

- (a) Tender Inviting Authority and Accepting Authority can amend the scope and value of the contract bid under this tender work.
- (b) Tender Inviting Authority and Accepting Authority reserve the right to reject any tender without assigning any reason.

The application is made by me / us on behalf of _____ in the capacity of _____ duly authorized to submit the tender.

Enclosure :

- (1) Technical Proposal (Envelop -1/Folder)
- (2) Financial Proposal (Envelop -2/Folder)

Date: _____

Signature of authorized officer of the firm: _____

Title & Capacity of the officer: _____

Name of the Firm with Seal: _____

Section – B

AFFIDAVIT – Y

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

- (I) I, the undersigned do certify that all the statements made in the attached documents are true and correct. In case of any information submitted proved to be false or concealed, the application may be rejected and no objection/claim will be raised by the undersigned.
- (II) The undersigned also hereby certifies that neither our firm M/S _____ nor any of constituent partners had been debarred to participate in tender by the Directorate of Forests /Government of West Bengal or any of the Statutory Bodies or Government Organizations in favour of whom credentials are preferred by the undersigned towards eligibility criteria claim; during the last 5 (five) years prior to the date of this N.I.T.
- (III) The undersigned would authorize and request any Bank, person, Firm, or Corporation to furnish pertinent information as deemed necessary and/or as requested by the Divisional Forest Officer, Forest Utilisation Division, W.B., herein referred to as the Tender Inviting & Accepting Authority, to verify this statement.
- (IV) The undersigned understands that further qualifying information may be requested and agrees to furnish any such information at the request of the Tender Inviting & Accepting Authority.
- (V) Certified that I have applied in the tender in the capacity of individual/as partner of a firm & I have not applied severally for the same job.

Date: _____

Signature of authorized officer of the firm: _____

Title & Capacity of the officer: _____

Name of the Firm with Seal: _____

Section-B

FORM II

(TO BE FILLED UP BY TENDERER)

To

The Divisional Forest Officer
Forest Utilisation Division, W.B.
8, Lyons Range, Mitra Building (3rd. Floor),
KOLKATA -700 001.

Dear Sir/ Madam,

Ref.: Supply of uniform clothes for the year 2014-15 to the eligible staff
(South Bengal) of Forest Directorate, West Bengal.

TENDER NOTICE No. WBFOR/ DFO/ NIT- e /PROJECT-I of 2015-16

1. I / We refer to the tender notice issued by you for supply of uniform clothes
(**South Bengal**) for the year 2014-15 in connection with the above.
I/ We do hereby offer to perform, provide, execute and complete the works in
conformity with the conditions of contract and specifications for supply of the
materials for the Quantities ...**as per the "Schedule of Supply"**...vide the N.I.T.
at the respective quoted rates for supply of uniform clothes (South Bengal)
for the year 2014-15.
2. I/ We have satisfied myself/ ourselves as to the delivery sites, examined the speci-
fications for the materials to be supplied and all aspects of tender conditions, subject
above, I/ We hereby agree, should this tender be accepted in whole or in part , to :
 - (a) Abide by and fulfil all the terms and provisions of the said conditions annexed
hereto ;
 - (b) Complete the works withindays.
3. I/ We have deposited the Earnest money of Rs.....
.....
(Rupees.....) only which, I/ We note bear, will not
bear any interest and is liable for forfeiture. Or
 - (i) If our offer is withdrawn within the validity period of acceptance.
 - (ii) If the contract is not executed within 3 (three) days from the date of receipt of the
letter of acceptance. Or
 - (iii) If the work is not commenced after issue of the Firm order.
4. I/ We understand that you are not bound to accept the lowest or any tender you
receive.

Yours faithfully,

Signature :
Designation :
Address :

Name of Partners of our Firm :

1.
2.

Supply of uniform clothes for the year 2014-15 to the eligible staff (**South Bengal**) of Forest Directorate, West Bengal.

TENDER NOTICE No. WBFOR/ DFO/ NIT- e /PROJECT- I of 2015-16

GENERAL SUMMARY

Sl.No.	Description	Quantity
1	Supply of Uniform Clothes (South Bengal) for the year 2014-15 as per the Schedules, Specifications, and the Terms & Conditions of the Tender Notice ; and also on the basis of the samples to be selected by the Clothing Committee constituted by the State Govt.	As per the "Schedule of Supply" vide N.I.T.

Time of Completion:days

I/ We offer to execute the work as follows :-

SL. No.	Specification of Materials	Name of Manufacturing Mill/ Factory , specification of materials, etc	Sample No. (Submitted in BOQ)
(1)	(2)	(3)	(4)
1.	KHAKI TERRY COTTON CLOTH for making Shirts & Trousers width 138 cms Specification : Polyester 67%, Cotton 33% Sample : 2.00 Mtrs.		A
			B
			C
2.	NAVY BLUE TERRY COTTON CLOTH for making Trousers width 138 cm(Approx.) Specification : Polyester 67%, Cotton 33% Sample : 2.00 Mtrs.		A
			B
			C
3.	KHAKI WARM WOOLLEN CLOTH for making Coats & Trousers width 140 cms. (Approx.) Sample : 1.50 Mtrs.		A
			B
			C
4.	KHAKI WOOLLEN SERGE CLOTH for making Shirts, Coats & Trousers width 140 cms. (Approx.) Sample : 1.5 Mtrs.		A
			B
			C

.....
Signature of Tenderer
With seal

Signature of witness :

Name of Witness :

Address :

Section – B

**FORM - III
STURCTURE AND ORGANISATION**

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

A.2. Office Address :

Telephone No. :

Fax No. :

A.3. Name and address of Bankers :

A.4. Attach an organization chart showing the structure of the company with names of key personnel and technical staff with Bio-data

Date: _____

Signature of authorized officer of the firm: _____

Title & Capacity of the officer: _____

Name of the Firm with Seal: _____

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

Section-B

**FORM- IV
EXPERIENCE PROFOILE**

LIST OF PROJECTS COMPLETED THAT ARE SIMILAR IN NATURE TO THE WORKS [REFER PARA 3 (a) (i)
(ii) (iii) -ELIGIBILITY CRITERIA]

Name of the Employer	Name, Location and nature of work	Name of authorized supervisor with designation	Contract price in Indian Rupees	Percentage of participation of Company	Original date of starting work	Original date of completion of work	Actual date of starting of work	Actual date of completion of work	Reasons for delay in completion

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

Date.....

Signature of authorized officer of the firm :

Title and capacity of the officer :

Name of the firm with seal :

GENERAL TERMS & CONDITIONS OF CONTRACT

1. Materials to be supplied as per approved Samples :

The supply is to be carried out as per the Samples of materials approved by the high level Clothing Committee constituted by the State Govt. related to these 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 **EMPLOYER/AUTHORITY** shall mean the Divisional Forest Officer, Forest Utilisation Division, West Bengal, Directorate of Forests, Govt. of West Bengal, 8, Lyons Range, Mitters Building, Kolkata-700 001 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 Divisional Forest Officer, Forest Utilisation Division, West Bengal, Directorate of Forests, Govt. of West Bengal.
- (iii) **TENDERER shall mean** the firm or company whose tender has been accepted by the employer and includes his (their) heirs, legal representative assigns and successors.
- (v) This **CONTRACT** shall mean Articles of Agreement, these conditions, the schedule of quantities, the general instructions to the Tenderers, the specifications, the approved samples and correspondences by which the contract is added, amended, valued or modified in any way by mutual consent.
- (vi) **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.
- (vii) **THE WORKS** shall mean the work or works to be executed or done under this contract.
- (viii) **The Samples** shall mean the samples approved by the high level Clothing Committee constituted by the State Govt. for the purpose of supplying the required uniform clothes and garments as per those approved samples.
- (ix) The **SPECIFICATION** shall include the specifications given in the Schedule of supply of uniform clothes and garments forming part of this contract.
- (x) The **SCHEDULE OF QUANTITIES, BILL OF QUANTITIES** shall mean the Schedule or Quantities as specified and forming part of contract.
- (xi) The **PRICED SCHEDULE OR QUANTITIES** shall mean the schedule duly priced.
- (xii) **NOTICE IN WRITING or WRITTEN NOTICE** shall mean a notice in writing typed or printed characters sent (unless delivered personally) or otherwise proved to have been received by Registered Post to the last known private or business address as registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered. If the employer feels that the Tenderer (who has signed the agreement) should himself come & personally meet to the employer for necessary discussion in connection with the work; he must contact personally. In case the contractor (not his authorized person) does not meet personally and intentionally avoids or do not reply the letter, the matter will fall under the breach of the contract. The work progress should be in the proportionate of the time frame set forth for the completion of the works.
- (xiii) The term **APPROVED DIRECTED or SELECTED** mean the approval direction or selection of the Employer and where ever the words ALLOW, INCLUDE, and PROVIDE occurs the cost of the items is as the risk of the contractor.
- (xiv) **WORDS** imputing persons include Firms and Corporation, words imputing the singular only also the plural and vice/versa where the context so requires.

3. SCOPE OF WORKS :

The work to be done is covered in this tender. The same has been detailed in the schedules of items of supply with quantities. It includes furnishing all materials, labour, tools and equipment and management necessary and completion of the work. All work during its progress and upon completion shall conform to standard as shown on the Schedule of Supply furnished by the employer. 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 Employer. The Tenderer 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 Employer who shall be the final authority.

4. INCIDENTAL AND OTHER CHARGES:

The cost of materials, hire charges to Tools and plants, Labour, Loading and unloading charges, Handling charges, overhead charges etc. will be deemed to have been covered by the rates quoted by the tenderers

inclusive of Sales Tax (Central and or State), Income Tax, Octoroi Duty/ Terminal Tax, Turnover Tax etc. All other charges for execution of the complete supply of materials and for carriage to the entire satisfaction of the Divisional Forest Officer, Forest Utilisation Division. No claim whatsoever in this respect will be entertained.

5. AUTHORISED REPRESENTATIVE OF CONTRACTOR:

The tenderers shall not assign the agreement or sublet any portion of the work. The tenderer, may however, appoint an authorised representative in respect of one or more of the following purpose only.

- (a) General day to day management of work.
- (b) To give requisition for approved sample material (s) if any, to receive the same and sign hand receipts thereof.
- (c) To attend measurements when taken by the Departmental Officers and sign the records of such measurements which will be taken of acceptance by the tenderers. The selection of the authorised representatives subject to prior approval of the Divisional Forest Officer, Forest Utilisation Division and the tenderers shall in writing seek such approval of the Divisional Forest Officer, Forest Utilisation Division giving therein the name of work, Tender No. the name, address and specimen signature of the representative he wants to appoint and specific purposes. The Divisional Forest Officer, Forest Utilisation Division may any time ask the contractor for changing the representative if found unsuitable for the job assigned to him and the tenderer will be bound for change of the representative.

6. POWER OF ATTORNEY :

The Provision of the power of attorney , if any must be subject to the approval of the Department. Otherwise the Department shall not be bound to take cognizance of such attorney.

7. SUPPLEMENTARY /ADDITIONAL ITEM OF WORKS:

Notwithstanding the provisions made in the related tender, any item of work which can be legitimately be considered as not stipulated in the specific schedule of probable items of work but has become necessary as reasonable contingent item during actual execution of work will have to be done by the contractor if so, directed by the Divisional Forest Officer, Forest Utilisation Division.

8. CHARGES AND FEES PAYABLE BY TENDERER:

- a) The tenderer shall be all notices and pay all fees requires to be given or paid by any statute or any regulation or by law and any local or other statutory authority which may be applicable to the works and shall keep the Department against all penalties and liability of every kinds for breach of such statute regulation or law.
- b) The tenderer shall have save harmless and indemnify the department from and against all claims demands suit and proceedings for or an account of infringement of any patent rights design, trade mark of name of other protected write in respect of any work, materials, thing or process used for or in connection with works or temporary works or any of them.

9. COMMENCEMENT OF WORK :

The work must be taken up within the date as stipulated in the Firm Order and completed in all respects within the period specified in Notice Inviting Tender.

10. TESTING OF QUALITIES OF MATERIALS AND WORKMANSHIP :

All materials and workmanship shall in accordance with the specifications laid down in the contract and Divisional Forest Officer, Forest Utilisation Division reserves the right to test, examine and measure the materials/ workmanship and for carrying such test if any cost involved, shall have be born by the tenderer.

11. DEVIATIONS:

No deviation from the contract will on any account be allowed unless an order in writing is obtained from the Employer.

12. AGREEMENT :

The successful Tenderer shall have to enter into an agreement with the Employer, Stamp duty and all other costs connected with execution of such agreement shall be borne by the successful Tenderer **within three days** of submission of the proof of deposition of the Performance Security Deposit.

13. EARNEST MONEY:

Earnest money as in tender notice has to be deposited along with the tender. No tender will be considered without the above deposit.

14. PAYMENT :

Payment will be made to the successful Tenderer after successful and satisfactory completion of supply as per prescribed specifications, qualities as per the approved samples and directions for delivery, etc. A Bill in triplicate against the actual cost of the materials supplied at the rate contracted and supported by the acknowledgement receipt of the materials, against each firm order should be submitted to the undersigned for payment immediately after the delivery is over and complete in all respect.

15. DOCUMENTS & CERTIFICATES :

The Directorate of Forests, Govt. of West Bengal, may ask for any valid document like manufacturer's test certificate, documents for purchase of materials, etc to ascertain genuinity of material supplied by the tenderers. The tenderers shall remain bound to submit all such documents to the department.

16. SUBSTITUTION:

Should be Tenderer desire to substitute any materials and workmanship, he must obtain the approval of the Employer, 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 Employer has been obtained in writing.

17. ESCALATION OF PRICES :

The rates quoted by the Tenderer 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.

18. TERMINATION OF TENDERER BY THE EMPLOYER :

If the Tenderer (being an individual or a firm) commit any Act of Insolvency or shall be adjusted 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 at the Court of voluntarily, or if the official Assignee of the Tenderer shall repudiate the contract, or if the official Assignee or the Liquidator in any such winding up shall be unable within 7 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 Tenderer (whether an individual firm or incorporated company) shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the Tenderer or if the Tenderer shall assign or sublet the contract without the consent in writing of the Employer first obtained or if the Tenderer shall charge or encumber this contract or any payment due to which may become due to the Tenderer there under, or if the Employer shall certify in writing of that in his opinion the Tenderer:

- 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 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 Tenderer for 7 days after written notice shall have been given to the contract requiring the Tenderer 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 days notice in writing to the Tenderers, determine the contract, but without thereby affecting the powers of the Employer of the obligations and liabilities of the Tenderer, the whole of which shall continue to be in force as fully as if the Tenderer has not been so determined and as if the works subsequently executed has been executed by or on behalf of the Tenderer and the Tenderer shall not in any way interrupt, or to prevent or hinder such other Tenderer or other person or persons employed for completing and finishing the work.

19. Settlement of Dispute, Arbitration:

Except where otherwise provided in the Contract, all questions and disputes relating to the meaning of the specifications, designs, and instruction herein before mentioned and as to the quality of workmanship or materials or as to any other question, claim, rights, matter, or things whatsoever, in any way arising out of or relating to the contract, design, specifications, 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, Headquarters, Directorate of Forests, Govt. of West Bengal**. Should the Chief Conservator of Forests, Headquarters, 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, Kolkata. 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.

**8, Lyons Range, Mitra Building,
3rd. floor, Kolkata -700 001.**

**Divisional Forest Officer
Forest Utilisation Division**

Signature and address of Tenderer

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