



Government of West Bengal
Directorate of Forests

Office of the Deputy Field Director, Buxa Tiger Reserve (East) Division

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Memo No. 3762/2-86

Dated: 13-09-2024

**Notice Inviting e-Tender : WBFOR/BTRE/e_NIT-30/SDS/Supply Elephant Ration for 2024-25
(OPEN TENDER FOR SUPPLY OF FEED MATERIALS FOR CAPTIVE ELEPHANTS AT
VARIOUS LOCATIONS UNDER BUXA TIGER RESERVE[EAST])**

The Deputy Field Director, Buxa Tiger Reserve (East)Division, Alipurduar, West Bengal, on behalf of the Governor, West Bengal invites e-tenders for supply of Feed Materials for captive elephants at various locations under Buxa Tiger Reserve (East)Division and Selection of bonafide agencies / companies, including consortium and partnership firms to undertake the various works of supply of feed related works 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].

SL No.	e-Tender Notice No.	Name of work	Location and Range	Estimated Amount Put to tender (Rs.)	Earnest Money (Rs.)
1.	WBFOR/BTRE/e_NIT-30/SDS/Supply Elephant Ration for 2024-25	Supply Ration for 2 nos. Captive Elephant for Nov'24 to Mar'25	South Rydak Range of Buxa Tiger Reserve (East)Division	126236.00	2525.00

Details of Estimate as follows

**Office of the Deputy Field Director
Buxa Tiger Reserve (East)Division.**

ELEPHANT DIET MATERIALS

SI No	Item Description	Quantity	Units	Estimated Rate in Rs. P	Total
1	Rice (Unpolished, unbroken, unbolied, Local varieties to be supplied in 50 Kg Bag)	1208	Kg	Please see BOQ	Please see BOQ
2	Massur Dal (Unpolished, unbroken, bigger grains)	604	Kg	Please see BOQ	Please see BOQ
3	Jaggery (Hard lumps of 200-300 grams, sulphur free, chemicals free, dark brown colour, should not taste salty)	90.60	Kg	Please see BOQ	Please see BOQ
4	Common Salt-Non-iodized (White colour, free from lumps, moisturecontent to be less)	30.20	Kg	Please see BOQ	Please see BOQ
5	Black Salt (Indian natural black salt, bigger chunks, not powdered, Red-orange colour)	30.20	Kg	Please see BOQ	Please see BOQ
6	Mustard Oil (Cooking grade oil, 1 ltr. Package)	5.15	Ltr	Please see BOQ	Please see BOQ

Note; Sample of materials to be submitted to the office of the Undersigned within 31-01-2025 at 03:30 pm. If not submitted within the stipulated time, the bid will not be considered for technical evaluation.

Specials Terms & Conditions for the aforesaid works:

1. All supplies must be free from adulteration. Supplies should be free from dust, mite, mould, obnoxious smell, insects or any kind of biological / chemical impurity. The supply should be of uniform shape, size and colour.
2. The supply to be made on monthly basis. The quantity is indicative only and may vary. The samples will be kept in the office of the Deputy Field Director, Buxa Tiger Reserve (East)Division. All supplies should match the same. The supply not matching with the sample will be returned. In case of failure of timely supply and sub-standard supply, the concerned RO can procure the items from market, cost of which shall be recovered from the security deposit / or deducted from pending bills. (Note: The Authority concerned shall have the power to reject at any stage the defective and/or inferior materials / components and the replacement shall be made at once at the Contractor's own expenses).
3. Monthly supplies should reach the specified location around two days before the start of the month. The Range Officer concerned should be intimated by the supplier at least one day in advance before supplying the materials.
4. All supply materials should be supplied at exact locations mentioned in the work order. The location of delivery is indicated, however may vary.
5. All materials should be supplied in properly packaged bags/sacks/pouches so that weight of the materials can be checked conveniently.
6. There may be seasonal or Elephant specific variations in quantity / type of materials to be supplied. Such variations will be communicated to the supplier and supplies should be made accordingly.
7. At the time of tender application bidder should inspect the samples kept at DFO Office before submitting the tender. Bidder will be required to submit his own samples which will be compared with the standard sample during technical evaluation.
8. The evaluation of technically quailed bids will be done on the basis of overall cost of items after taking the total quantity into account.
9. The bidders are required to supply all items as per the tender document. No partial supply will be entertained. Bidder should quote rates for all items. If any rate is left blank, the bid will be rejected.
10. The quoted rates should be including of all taxes & transportation cost. No separate transportation cost shall be provided by the Division. (Note: The successful bidder should use only light weight motor vehicles for transportation purpose at various delivery points to avoid damage to forest roads).
11. The payment of bills is subject to budgetary allocation time to time from the Competent Authority.

Note for Submission of e-Tender:

1. 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 / prescribed date for the same purpose.
2. 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.
3. The Tender Inviting Authority reserves the right to defer the date of opening of either Technical or Financial Proposal or both, if required.
4. For e-tendering, intending tenderer may download the documents from the above said website directly with the help of digital signature certificate. Necessary Earnest Money shall be deposited by the intending tenderers by way of **Online Payment** in favour of the **Deputy Field Director, Buxa Tiger Reserve (East)Division, Alipurduar** and the same should be documented by e-tendering & virus free scanned copies be uploaded.
5. The 2% Earnest Money of the tender estimated amount should be deposited through Online Payment and a Payment Confirmation Challan to be uploaded in **OID** Folder.
6. Properly indexed & self attested documents & duly digitally signed of both the technical Bid and Financial Bid should be concurrently submitted in the website mentioned above as per time schedule given below.

7. Eligibility Criteria for participation in the Tender :-

- a. The prospective tenderers as a primary agency should have satisfactorily completed at least one work of similar nature for a magnitude of 40% of the amount put to the tender under the State Government or its Undertaking or the Central Government or its Undertaking or any Statutory Body during the last 03 (three) years from the date of issue of this Notice.
 - b. Technical Bid documents should be accompanied with copies of tenderer's PAN Card, professional Tax Receipt / Challan for the current year, GST Registration Certificate (if any).
 - c. Registered Co-operative Societies of Unemployed Engineers and Diploma-Holders on Engineering are required to furnish valid Bye-Laws, Latest Audit Report, Valid Clearance Certificate from Assistant Registrar of Co-operative Societies for the year 2012-2013 along with other relevant supporting papers.
 - d. A company shall furnish the Articles of Association and Memorandum.
 - e. The Partnership Firm is requested to furnish the copy of Registered Partnership Deed.
8. Payment of bill on its production will be made after successful execution of the Plantation Work subject to availability of fund and no claim, whatsoever, will be entertained against any e-NIT / any accepted Tender. Deduction of Income Tax, labour Cess, GST (as applicable) etc. will be made at source in accordance with the existing rules / orders.
9. Neither any Mobilization Advance nor any Secured Advance will be allowed.
10. Bids shall remain valid for the Current Financial Year i.e 2023-24. If the bidders withdraw the bid during the period of bid validity the Earnest Money & security Money as deposited will be forfeited forthwith assigning any reason thereof. No interest on the deposited Earnest Money shall be allowed if the said bid is cancelled.

11. Date and Time Schedule :-

1	Date of uploading of NIT & other documents (online) (Publishing date)	22-01-2025 at 11:30 am
2	Documents download / Sell start date (online)	22-01-2025 at 11:30 am
3	Bid submission start date (online)	22-01-2025 at 11:30 am
4	Bid submission closing date (online)	30-01-2025 at 05:30 pm
5.	Hardcopy submission last date & time	31-01-2025 at 03:30 pm
6.	Bid opening date (Tentative) for technical proposals (online)	04-02-2025 at 11:30 am
7.	Bid opening date (Tentative) for Financial proposals (online)	After 04-02-2025 at 11:30 am

12. Financial Bids of those tenderers who qualify in Technical Bid will only be opened. Dates, if changed, due to un-avoidable circumstances, will be published in the said website and the office notice board only without any individual intimation.
13. No cost of bidding shall be reimbursable by the Office of the **Deputy Field Director, Buxa Tiger Reserve (East)Division**, Alipurduar. Authority may accept or reject any tender without assigning any reason, whatsoever, and is not liable for any cost that might have incurred by a Bidder.
14. Refund of EMD : The Earnest Money of all the unsuccessful Bidders will be refunded through on receipt of application from the Office of the **Deputy Field Director, Buxa Tiger Reserve (East)Division**, Alipurduar.
15. The Earnest Money deposited by a successful Bidder will be converted into Security Deposit and the balance amount for Security Deposit @ 8% of the Project Cost should be submitted under Operator

Code- 66 of Treasury- I, Alipurduar. Total 10% Security Deposit of Project Cost will be kept as Security Money for performance of work. No interest on Security Deposit will be paid by the Tender Accepting Authority.

16. The willing Bidders may remain present at the time of Opening of Tender.
17. The **Divisional Forest Officer, Buxa Tiger Reserve (East)Division**, Alipurduar reserves the right to cancel the e-NIT due to un-avoidable circumstances and no claim in this respect will be entertained.
18. A tenderer's bid will be out rightly rejected with a forfeiture of his earnest money if it comes to the notice of the Tender Inviting Authority's scrutiny that the credential or any other papers of a Bidder are manufactured / fabricated etc.
19. The Tender Inviting Authority may verify the original credential and other original documents of the lowest tenderer before issuance of the Supply Order and the Supply Order will not be issued in favour of the successful tenderer if it is found on verification that such documents submitted by him / her is either manufactured or fabricated etc.
20. A clause stated in the later notification will supersede the corresponding one mentioned in former notification in the following sequence :
 - a. Tender Form as prescribed.
 - b. NIT
 - c. Special Terms & Conditions
 - d. Technical Bid
 - e. Financial Bid
21. Evaluation of Technical & Financial Bid will be held at the Chamber of the **Deputy Field Director, Buxa Tiger Reserve (East)Division**, Alipurduar.

My Document(Non-Statutory Cover)

Sl. No.	Category Name	Sub-Category Description	Document Name
A.	CERTIFICATES	CERTIFICATES	(FordetailsseeClause3ofITB&relevant clauses of NIT)
			1 P.Tax. deposit receipt Challan
			2 GST Registration Certificate
			3 I.T.R. Acknowledgement Receipt
			4 I.T. PAN Card
			5 Voter ID Card
			6 Enlistment Certificate/ Trade Licence
B.	COMPANYDETAILS	COMPANYDETAILS	7 ESI/EPF Enrolment Certificate & payment confirmation certificate (Optional)
			1 Proprietorship Firm-Trade Licence.
			2 Partnership Firm-Registered Partnership Registered Power of Attorney, Tradelicence.
			3 Pvt.Ltd.Company-Registration Certificate Company'sAct,MOA&AOA, RegisteredofAttorney, Tradelicence.
C.	CREDENTIAL	CREDENTIAL	4 RegisteredUn-employedEngineersandLabourCo-operativeSocietiesLimited.
			1 Experience Profile- List of completed Projects of similar nature of works
			2 Work Completion Certificate from the concerned Authority.

D.	EQUIPMENTS	PLANT & MACHINERIES (OPTIONAL)	1	Authenticated copy of invoice, challan and waybill (Machinery)
		LABORATORY (OPTIONAL)	2	Authenticated copy of invoice, challan and waybill (Laboratory)
E.	FINANCIAL(INFO)	TURNOVER	1	Authenticated copy of the Income Tax returns for Last 3 Financial Year.
			2	Balance Sheet for last Financial Year 2022-23
		PAYMENTCERTIFICATE	3	Only Payment Certificate of work issued by the Concerned Authority
		BANK SOLVENCY	4	Financial Capability Certificate issued by a Bank
F.	DECLARATION	STRUCTURE & ORGANISATION	1	Details of Structure and Organization ITB Section B Form III.
		AFFIDAVIT	2	An affidavit made that no adverse report against the bidder
		TECHNICALSTAFF	3	An affidavit mentioning the name of the technical staff as described in Clause 3(1).

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 free scanned & digitally signed by the contractor.

1. Eligibility Criteria for participation in e-tender:

(a) The intending bidders should have proper licence for engaging labourer on contract.

(b) All categories of prospective Tenderers shall have to submit valid and up to date Professional Tax receipt challan, GST registration certificate, GST returns for last quarter of financial year 2022-23, Income Tax return Acknowledgement receipt, PAN card issued by Income Tax Department, Voter ID card and Valid Trade licence in respect of the prospective tenderer.

(c) 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).

(d) Neither prospective Tenderer nor any of the constituent partners had been debarred to participate in any Tender by the P.W.D., P.W.(R)D & P.W.(C.B.)D, Housing Department, Cottage & Small Scale Industries, Agriculture, Horticulture, Govt. of W.B. or C.P.W.D. or M.E.S or Railways ; during the last 5 (five) years prior to the date of this NIT. Such debarment 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]

(e) 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]

(f).RegisteredUn-employedEngineers'Co-operativeSocieties/LabourCo-operativeSocietiesarerequiredto furnish the following documents:-[Non-statutory Documents]

- i) Current "NoObjectionCertificate"fromtheAssistantRegistrarofCo-operativeSocieties.
- 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.

(g).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 last5 (five) years. Such abandonment or rescission will be considered as disqualification towards eligibility. (h).Joint Ventures will not be allowed.

(i).

AprospectiveTenderershallbeallowedtoparticipateinthejobeitherinthecapacityofindividualorasapartner of a firm.

(j). Noconditional/IncompleteTenderwillbeacceptedunderanycircumstances.

(k). Thefinancialeligibilitywillbethattheturnoverofthetenderersshouldbe20%of the value of the work-taken from the Income Tax Returns of the previous concluded year.

(l). The Tenderer should have at-least one staff on the roll with a degree in Forestry/ Botany/Agriculture/Horticultureorapersonhavingexperienceofat-least5yearsinforesstry / Nursery plantation activities.

2. Opening of Technical Proposal

- a. Technicalproposalswillbeopenedbytheauthorizedrepresentativeselectronicallyfromthewebsite , using their Digital Signature Certificate.
- b. Intending tenderers may remain present, if they so desire.
- c. 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 tender will summarily be rejected.
- d. Decrypted (transformed into readable formats) documents of the Non statutory Cover will be downloaded,andhandedovertototheTenderEvaluationCommittee(constitutedforevaluationoftenders).

3. Opening and Evaluation of Financial Proposal

- a. FinancialproposalsofthetenderersdeclaredtechnicallyeligiblebytheTenderEvaluationCommittee willbeopened electronically from the web portal & final summary list of the tenderers will be uploaded shortly..
- b. The encrypted copies will be decrypted and the rates will be read out to the contractors remaining present at that time.
- c. After evaluation of Financial Proposal, by the appropriate Authority of WB FOREST, may

upload the final summary result containing inter-alia, name of contractors and the rates quoted by them against each work provided Tender evaluation committee is satisfied that the rate obtained is fair and reasonable and there is no scope of further lowering down of rate.

4. Procedure 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.

5. 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 and reserves the right to reject any or all the tenders, for valid reasons and also reserves the right to distribute the work amongst more than one tenderer 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.

6. Penalty for suppression /distortion of facts

If any tender fails to produce the original hard copies of the documents (especially completion certificates), or any other documents on demand of the 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 tenderer will be suspended from participating in the tenders one-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 **WB FOREST DEPARTMENT** may take appropriate legal action against such defaulting tenderer.

INSTRUCTION TO BIDDERS

- 1. General guidance for e-Tendering :** Instructions / Guidelines for electronic submission of the tenders have been annexed for guidance / assistance of the tenderers to participate in e-tendering.
- 2. Registration of tenderer :** Any tenderer willing to participate in e-tendering will have to get himself enrolled & registered with the Government e-procurement system by logging on to <http://wbtenders.gov.in>. The tenderer is to click on the link for e-tendering site as given on the web portal.
- 3. Digital Signature Certificate (DSC) :** For submission of tenders, each tenderer is required to obtain a Digital Signature Certificate (DSC) from the approved service provider or the National Information Centre (NIC) on payment of requisite amount, the details of which are available at the website.
- 4. A tenderer can search & download NIT & tender documents electronically, the only mode of collection**

of tender documents, from computers once he logs on to the website using Digital Signature Certificate.

5. **Submission of Tenders : General Process of Submission :**

Both the Technical Bid and Financial Bid in Separate folders will have to be submitted online in the website at a time for each work before the notified date & time using the Digital Signature Certificate (DSC) and virus free scanned and duly digitally signed copies of documents should also be uploaded in the website (These documents will get encrypted i.e. transformed into non-readable formats).

COVER “A”

TECHNICAL BID

(Technical Bid should contain scanned copies of the following in one cover)

- i) Scanned copy of trade license.
- ii) Scanned copy of Payment Confirmation Challan towards Earnest Money (E.M.D.) and as prescribed in the NIT against each of the works in favour of the **Deputy Field Director, Buxa Tiger Reserve (East) Division, Alipurduar.**
- iii) Scanned copy of proper Credential Certificate in form of Completion Certificate / Payment Certificate of at least one Plantation Work of similar nature having a magnitude of 40% (forty percent) of the amount put to tender under the State Government or its undertaking or the Central Government or its undertaking or any Statutory Body during the last 3 (three) financial years from the date of issue of this Notice.
- iv) Scanned copies of Professional Tax (P. Tax) Deposit Receipt / Challan, the I.T. Returns for last 3 f.y., Voter card, PAN Card , the GST Registration Certificate (as applicable).
- v) Scanned copies of ESI/EPF Enrolment Certificate & payment confirmation certificate for last F.Y.
- vi) Scanned copy of Registration Certificate under the Companies Act (if applicable).
- vii) Scanned copy of Registered Deed of Partnership Firm / Article of Association & Memorandum (if applicable).
- viii) Scanned copy of Power of Attorney (for Partnership Firm / Private Limited Company), (if applicable)
- ix) Scanned copy of upto date “No Objection Certificate” issued by the Assistant Registrar of Co-operative Societies (ARCS), (if applicable).
- x) An engineering Co-operative Society, if not categorically mentioned in NIT, will have to submit credential as mentioned above and is exempted from deposit of Earnest Money only.
- xi) Scanned copy of NIT with signature of the Bidder / Tenderer on each page of NIT.
- xii) Scanned Copy of a Financial Capability Certificate issued by a Bank.

COVER “B”

FINANCIAL BID

The Financial Proposal should contain the following documents in one cover (folder), i.e. the contractor is to quote the rate (percentage above / below / at par) online through computer in the space marked for quoting rate in Bill of Quantities (BOQ), only downloaded copies of the above documents are to be uploaded duly virus scanned & Digitally Signed by the contractor.

Rejection of Bid :

The Employer (Tender Accepting Authority) reserves the right to accept or reject any Bid and to cancel the Bidding process and reject all Bids at any time prior to the award of contract without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders or Bidders of the ground for Employer’s (Tender Accepting Authority) action.

Tender Selection Committee :

- i) The committee will act for recommendation of technically and subsequently financially qualified bidders.
- ii) Intending Tenderers may remain present during the Scrutiny of Technical & Financial Bids. Technical Bids will be opened first and the defective tender will be summarily be rejected.

SPECIAL TERMS & CONDITIONS

C-1 General :

Unless otherwise stipulated, all the Supply works are to be done as per general conditions and general specifications as mentioned in the SOR specification of the relevant State Government Department, Discrepancy, if any, found in the arithmetical calculation in B.O.Q. should be brought to the notice of the **Deputy Field Director, Buxa Tiger Reserve (East) Division**, Alipurduar before execution of work.

C-2 Definition of DFO and Department :

The word “DFO” means the Deputy Field Director. The word “Department” appearing anywhere in the tender document means Office of the **Deputy Field Director, Buxa Tiger Reserve (East)Division**, Alipurduar, Govt. of West Bengal.

C-3 Terms & Conditions in extended period :

The extended time for completion of work allowed by the **Deputy Field Director, Buxa Tiger Reserve (East)Division**, Alipurduar for cogent reason will automatically revalidate the tender to the extended period with all the same terms and conditions.

C-4 Supplementary / Additional Item of works :

Notwithstanding the provisions made in the related printed tender for many items of the work which can be legitimately be considered as not stipulated in the specific price schedule of probable items of work but has become necessary as a reasonable contingent item during actual execution of work will have to be done by the contractor, if so directed by the **Deputy Field Director, Buxa Tiger Reserve (East)Division**, Alipurduar and the rates will be fixed in the manner as stated below:-

i) Rate should be quoted without GST.

ii) Rate of supplementary items shall be analyzed in the 1st instant extended possible from the rates of the allied items of work appearing in the tender schedule.

iii)Rate of supplementary items shall be analyzed to the maximum extent possible from rates of the allied items of work appearing in the Department Schedule of Rates of probable items of work forming part of tender document rates for the working area enforce at the time of NIT.

iv) In case, addition items do not appear in the above Department Schedule of Rates, for the working area enforce at the time of NIT.

v) If the rates of the supplementary items cannot be computed even after applications of clauses stated above, the same shall be determined by analyzed from market rates of materials and carriage cost prevailing at the time of execution of such items work. Profit and overhead charges (both together) at 10% (ten percent) will be allowed only; the contractual percentage will not be applicable. Unbalanced market rates shall never be allowed, contractual percentage shall only be applicable with regard to the portions of the analysis based on clauses (i), (ii), (iii) & (iv) stated above only. It may be noted that the cases of supplementary items of claim shall not be entertained unless supported by entries in the Supply Order Book or any written order from the tender accepting authority.

C-5 Approval of Sample :

Samples of all materials to be supplied by the tenderer shall have to be approved by the **Deputy Field Director, Buxa Tiger Reserve (East) Division**, Alipurduar and checking the quality of such materials shall have to be done by the **Deputy Field Director, Buxa Tiger Reserve (East) Division**, Alipurduar or his authorized Officer prior to utilization in the work.

C-6 Compliance of different Acts :

The contractor shall comply with the provisions of the Apprentices Act, 1961. Minimum wages Act, 1884. Contractor Labour (regulation and abolition) Act, 1970 and the rules and orders issued hereunder from time to time. If he fails to do so, the concerned Authority may at his discretions, take necessary measure over the contract. The Contractor shall also make himself for any pecuniary liabilities arising out on account of any violation of the provision of the Act(s). The contractor must obtain necessary certificate and license from the concerned registering office under the contract labour (Regulation and Abolition) Act, 1970. The contractor shall be bound to furnished the concerned authority all the returns, particulars of the above Acts and Rules and timely submission of the same, failing which the contractor will be liable for breach of contract and the concerned authority may at his discretion take necessary measures over the contract.

C-7 Commencement of Plantation Work:

The Plantation Work must be made within the date as stipulated in the Supply Order and failure of which may lead to cancellation of Supply Order.

C-8 Testing of qualities of materials & workmanship :

All materials and workmanship shall be in accordance with the specifications laid down in the contract and also as per M.O.R.T. & H's specification for road and bridge works (latest revision) and relevant IS codes and the concerned authority reserves the right to test, examine and measure the materials / workmanship direct at the place of manufacture. The suppliers shall provide such assistance, instrument, machine, labour and materials as the concerned authority may require for examining, measuring, and testing the works and quality, weight or quantity of materials used and shall supply samples for testing as may be selected and required by the concerned authority without any extra cost. Besides this, Supplier will carry out tests from outside laboratory as per instruction of the **Deputy Field Director, Buxa Tiger Reserve (East) Division**, Alipurduar. The cost of all such tests shall be borne by the agency and that must be considered during quoting rate.

C-9 Timely completion of Plantation Work:

All the Plantation Work must have to be completed in all respects within the time specified in notice inviting Tender Form the date of commencement as mentioned in Supply Order. Time for completion as specified in the tender shall be deemed to be the essence of the contract.

C-10 Procurement of Materials :

All materials to be supplied by the tenderer after procurement from authorized and approved source.

C-11 Tender Rate :

The contractor should note that the tender is strictly based on the rates quoted by the contractor on the priced schedule of probable items of work. The quantities for various other items or works as shown in the priced schedule of probable items or works are based on the drawing and design prepared by the Department. If variations become necessary due to design consideration and as per actual site condition, those have to be done by the contractor at the time of execution at the rate prescribed in the tender condition. No conditional rate will be allowed in any case.

C-12 Additional Conditions :

A few additional conditions under special terms and conditions :

C-12-1 Income Tax will be deducted from each bill of the Successful bidder as per applicable rate and rules in force.

C-12-2 In accordance with the West Bengal Taxation Laws (amendment) Ordinance, 1993 amending the West Bengal Finance (Sales Tax) Act, 1994 , GST Laws- 2017, necessary S.T. / VAT / GST will be deducted as per rate in force from the Bill in addition to other deduction as per extent rules. Also the Taxes will be deducted as per the statutory Finance Laws of Govt.

C-12-3 All supplied materials will be received by local Officer stationed under Buxa Tiger Reserve (East)Division and these have to be upto standards. Poor materials will not be received and no payment shall be made against materials.

C-13 Refund of Security Deposit :

In respect of successful tenderers, the earnest money on acceptance of the tenders shall be converted as a part of security deposit (total security deposit – 10%). Balance part of security deposit must be submitted as demand draft from any nationalized bank or as directed by the Deputy Field Director, Buxa Tiger Reserve (East)Division to make the total amount of security equivalent to 10% (ten percent) of the total value of work so executed and the same will be released after one year from the date of completion of the work on due satisfaction of the concerned authority. Earnest money deposited by unsuccessful Bidders will be refunded on application to the **Deputy Field Director, Buxa Tiger Reserve (East) Division, Alipurduar** only after issuance of Supply Order.

C-14. 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.

C-15. Fixation of Rates:

The Rate is firm in all respect.

C-16. Deduction of Taxes Etc:

Deduction of Income Tax from the Contractor's Bill will be made as per Existing Govt. rules. Labour Welfare Cess @ 1 % (one percent) of the cost of works will be deducted as per Govt. rules from every Bill of the selected agency. GST, TDS & all other statutory levy/ Cess will have to be borne by the contractor as per Govt. Rules and the rate in the B.O.Q. is inclusive of all the taxes & cess stated above.

C-17. Maintenance Period:

The Contractor will be liable to maintain the work at the appropriate service level to the satisfaction of the Deputy Field Director, Buxa Tiger Reserve (East)Division at his own cost for a period of Security Period/Maintenance period, as stipulated in the BOQ. 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 aspect. Also the Prospective Tenderers shall have to execute the work in such a manner so that appropriate service level of the work is kept during progress of work and the period of maintenance.

C-18. 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. Relevant PWD(W.B.) Schedule of Rates
- f. Instructions to Bidders
- g. N.I.T.

9.

C-19. 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.

C-20Canvassing in connection with the e-tender is strictly prohibited.

C-21Site of work and necessary Schedule of Rate / drawings may be handed over to the successful Tenderer along with the Supply Order or in a phase wise manner as deemed fit by the Deputy Field Director, Buxa Tiger Reserve (East)Division. No claim in this regard will be entertained.

C-22The successful Tenderer will have to start the work as per the Supply Order. He has to complete different stages of work as per time frame specified in the NIT/Supply Order. However, The Deputy Field Director, Buxa Tiger Reserve (East) Division may subsequently alter time frame.

C-23The Successful Tenderer will be required to obtain valid registration certificate & labour licence from respective offices where plantation 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 Deputy Field Director , Buxa Tiger Reserve (East)Division.

C-24. 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 there under from time to time, failure to do so will be treated as breach of contract and the Deputy Field Director , Buxa Tiger Reserve (East)Division 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.

C-25. 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 plantation map & planting pattern etc.

C-26 Safety, Security and Protection of the Environment :

The contractor shall throughout the execution and completion of the works and the remedying of any defects therein :

- a) Have full regard for the safety of all persons and the works (so far as the same are not completed or occupied by the department)
- b) Provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the concerned authority for the protection of the works of for the safety and convenience of the public or others.
- c) Take all reasonable steps to protect the environment on and off the site and to avoid damage or nuisance to persons or property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.
- d) Ensure that all lights provided by the contractor shall be screened so as not to interfere with any signal light of the railways or with any traffic or signal lights of any local or other authority.
- e) The provisions of IFA-1927, WPA-1972 & other forest law must be abide the contractor without any negligency.

C-27 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.

C-28Guiding schedule of works should be followed as per existing norms, patterns, lying in the working division.

C-29 The contractor shall abide by all acts and rules, especially but not limited to the field of forests, wildlife and biodiversity.

C-30The Contractor shall abide by the all Forest Law and violation of any forest Law is subjected to cancellation of contract.

C-31A 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.

C-32In 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.

C-33 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.

C-34 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.

C-35 The Supply Order will be issued on receipt of the sanction from the Competent Authority.

C-36 Use of Departmental Materials:

Departmental materials will not be used under any circumstances

C-37 Precautions during works :

The contractor shall carefully execute the work without disturbing or damaging underground or overhead service utilities viz. Electricity, Telephones, Gas, Water pipes, Sewers etc. in case disturbances of service utilities is found unavoidable the matter should immediately be brought to the notice of the concerned authority and necessary precautionary measures as would be directed by the concerned authority shall be carried out at the cost and expenses of the contractor. If the service utilities are damaged or disturbed in any way by the contractor during execution of the work, the cost of rectification or restoration of damages as would be fixed by the concerned authority will be recovered from the contractor.

C-38 Water and Energy :

The contractor shall have to arrange on his own cost, required energy for operation of equipments and machineries, for operating of pumping set, illuminating work site, office etc. that may be necessary in difference stages of execution of work. Arrangement for obtaining water for the work should also be made by the contractor at his own cost. All cost for getting energy and / or for any purpose whatsoever will have to be borne by the contractor for which no claim will be entertained. All materials, tools and plants and all labour (skilled and unskilled) including their housing, water supply, sanitation, light, procurement of food for contractors staff and crews, medical aids etc. are to be arranged for by the contractor at his own cost. The cost for transportation of labour, materials and all other incidental items as required for work shall also have to be borne by the contractor without any extra claim from Department.

C-39 Road Opened to traffic :

It should be clearly understood that the contractor will be responsible to keep the road open to all kinds of traffic during execution of the work. The work should be so arranged and the programme of work must be so adjusted as not disturb the smooth flow of road traffic in any way. If necessary diversion road should be provided and maintained by the contractor at his own cost for the entire period of work, if not separately provided in the tender. The contractor should take all necessary precautions including guarding, lighting and barricading as necessary, to guard against the chances of injury or accident to the road user and traffic and otherwise mentioned in specific price schedule. The contractor will also indemnify the Department against consequences of any such obligations, suitable road sign as and where necessary should be provided by the contractor at his own cost as per direction of the Deputy Field Director, Buxa Tiger Reserve (East) Division, Alipurduar and shall also be maintained till the completion of the work. Road barriers with red light at night are to be placed where the existing surface is disturbed with proper road signs. All these shall be done at the cost of the contractor without any extra claim towards department.

C-40 Co-operation with other agencies and damages and safety of road users :

All works are to be carried out in close co-operation with the Authorised Officer of Divisional Forest Officer/ Buxa Tiger Reserve (East) Division, any other contractor or convenience of the road users and occupants of the adjacent locality and precautions must be taken to guard against any chances of injury or accidents to workers, road users, occupants of the adjacent locality etc. Any damage to any property due to the negligence of the contractor, in the opinion of the Deputy Field Director or Authorised Officer, will have to be repaired promptly by the contractor at his own cost and expenses subject to the direction and satisfaction

C-41 Minor Clerical Mistakes / Rectifiable Deficiencies (as per G.O. No. 2320-F(Y) dt. 07-06-2022) :

The TIA may give an opportunity to the bidders whose Technical Bids are found defective due to **Minor Clerical Mistakes / Rectifiable Deficiencies** to explain their position within seven working days through e-mail. After receiving the clarification on deficiency, the TIA may take appropriate decision on the admission of the bid considering the merit of the case.

C-42 Additional Performance Security Deposit:

The Additional Performance Security @10% of the tendered amount shall be obtained from the successful bidder if the accepted bid value is 80% or less of the Estimate put to tender

The Additional Performance Security shall be submitted in the form of Bank Guarantee from any scheduled Bank before issuance of the Supply Order. If the bidder fails to submit the Additional Performance Security within seven working days from the date of issuance of Letter of Acceptance, his Earnest Money will be forfeited and other necessary actions as per NIT like blacklisting of the contractor, etc. may be taken. The Bank Guarantee shall have to be valid up to end of the Contract Period and shall be renewed accordingly, if required.

The Bank Guarantee shall return immediately on successful completion of the Contract. If the bidder fails to complete the work successfully, the Additional Performance Security shall be forfeited at any time during the pendency of the contract period after serving proper notice to the contractor. Necessary provisions regarding deduction of security deposit from the progressive bills of the contractor as per relevant clauses of the contract shall in no way be altered /affected by provision of this Additional Performance Security.

RATES ARE FIRM FOR THE PERIOD OF THE PROJECT. IN CASE ANY ABNORMAL DEVIATION IS OBSERVED DURING THE COURSE THE TENDER ACCEPTING AUTHORITY MAY REFER TO THE APPROPRIATE HIGHER AUTHORITY OF DIRECTORATE OF FORESTS, GOVT. OF WEST BENGAL IN DECIDING ON THE RATE REVISIONS (IF NEEDED).

ADDITIONAL TERMS & CONDITIONS.

- 1. Work should be started from 7 (Seven) days from the date of issuing Supply Order, failure of which Supply Order would be cancelled and will be offered to the next bidder.**
- 2. Entire Work to be completed within stipulated days from the date of issue of Supply Order no delay will be entertained, failure of which Supply Order will be cancelled.** The terms and condition mentioned herein shall be deemed to form a part of the agreement.
3. In accordance with the provision of relevant Section of Income Tax 1951. Deduction of Income Tax @ 2% shall be made from the gross value of the Bill for the company and it will be Income Tax @ 1% for others.
4. The acceptance of the Tender will be subject to the receipt of fund.
5. If any terms and conditions of the tender are altered the same will be notified.
6. The work will be executed under the direct supervision of the concerned Deputy Field Director, Asstt. Deputy Field Director, Range Officer and Beat Officer.
6. Less amount if any after tender, may be utilized for extra work as per specification following schedule of Rates as in vogue.
7. Not with standing anything contained in the form in which the contract is executed the following shall constitute terms and conditions of contract and part of agreement and shall be binding on the contractor.
8. The Deputy Field Director, Buxa Tiger Reserve (East) Division or his authorized representative will be the Officer-in-Charge in respect of the contract and all correspondences concerning rates, claims,

change in specification and/or design and similar important matters will be valid only if made by the Officer-in-Charge. If any correspondence of above tender is made with Officers other than the Officer-in-charge for speedy execution of works, the same will not be valid unless copies are sent to the Officer-in-Charge and approved by him. The instruction given by the Deputy Field Director, Buxa Tiger Reserve (East) Division who have been authorized to carry out the work on behalf of the Officer-in-Charge and his authorised representative shall also be valid regarding specification, supervision, approval of materials and work man ship. In case of dispute, the decision of Officer-in-Charge shall be final and binding.

9. The intending tenderers are to quote rate in terms of percentage higher or lower or at par which will apply to all the rates in the Tender Schedule irrespective of whether quantities are entered in the schedule or not i.e. all the items and rates as shown in the schedule with the tendered percentage increase or decrease will be applicable to this tender.

10. The acceptance of the tender will vest with the competent authority. The accepting authority reserves right to reject any or all tenders without assigning any reason thereof.

12. The Tenderer shall have to comply with the provisions of (a) Contract labour (Regulation & abolition) Rules, 1970(b) Minimum Wages Act 1948 or the modification thereof or any other laws relating thereto as will be in force from time to time.

13. Deputy Field Director, Buxa Tiger Reserve (East) Division or his authorised representative shall not entertain any claim whatsoever from the contract or for payment of compensation on account of idle labour on any ground.

14. The Tender Inviting Authority shall not be held liable for any compensation due to machines becoming idle for any circumstances including untimely rains, other natural calamities, strike etc.

15. No Price preference will be applicable to W.B. Govt. Undertaking, as per Finance Deptt. G.O. No. 8648-F(Y), dated 12th October 2012.

16. Imposition of any duty/tax rules etc. what's over of its nature (after Supply Order/Commencement and completion of the work) is to be borne by the tenderer.

17. GST/Sales Tax, Cess, Toll Tax, Income Tax, Ferry Charges and other Local Taxes if any are to be paid by the contractor. No extra payment will be made for these. The rates of supply and finished work items are inclusive of these.

18. All working tools will have to be arranged by the contractor at his own cost.

19. The final acceptance of the tender will be subject to the receipt of approval of the competent Authorities.

20. The undersigned reserves the right to cancel the agreement at any point of time during the execution of the work if it not done as per the specifications or any terms & conditions are violated by the Contractor.

21. The undersigned reserves the right to demand from the Tenderers the clarification and justification of their offer. The item wise statement of their proposed expenditure analysis with a view to construct

the work mentioned in the schedule of this Tender Notice. On the item wise expenditure proposed labour cost should be specifically mentioned.

22. All works are to be carried out as per plan, specification and estimate of works subject to modification made in writing by the undersigned or his authorised officer. The technical supervisor as engaged by the contractor to check work as per plan, specification and estimate of works & work measurement to be recorded time to time by the technical supervisor in the specified WMNB duly countersigned by the concerned Range Officer under whose jurisdiction the Supply work is being executed. All materials to be used as per P.W.D. specification and should be approved by the undersigned or his authorised officer before use.

24. The undersigned reserves the right of cancellation of this tender at any time without assigning any reason thereof.

Deputy Field Director
Buxa Tiger Reserve (East) Division

Section – B
FORM-I
(TO BE FILLED UP BY TENDERER)
APPLICATION

To,
The Deputy Field Director
Buxa Tiger Reserve (East) Division.

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

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

Dear Sir,

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 project
- (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.

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 Deputy Field Director
Buxa Tiger Reserve (East)Division.

Dear Sir/ Madam,

Ref:- Supply of Feed Materials for 2 Nos Captive Elephants under Buxa Tiger Reserve (East)Division.

Tender Reference No.

1. I/We refer to the tender notice issued by you for the work of Supply works in Buxa Tiger Reserve (East)Division vide tender reference no. _____ mentioned above.
2. I/ We do hereby offer to perform, provide execute, complete and maintain the works in conformity with the drawings, conditions of contract, specifications, Schedule of Quantities as per my/our offered rates mentioned in the Schedule of Quantities.
3. I/ We have satisfied myself/ ourselves as to the site conditions, examined the drawings 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 within.....days.
4. I/ We have deposited the earnest money of Rs. _____ only which, I/ We note that deposited EMD, will not bear any interest and is liable for forfeiture-
(i) If our offer is withdrawn within the validity period of acceptance.
(ii) If the contract is not started within 15 days from the date of receipt of the letter of acceptance. Or
(iii) If the work is not commenced within 10 days after issue of Supply Order/ handing over of the site which ever is later.
5. 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) _____.

Section – B

**FORM – III
STRUCTURE AND ORGANISATION**

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

A.2. Office Address:

Telephone No.:

Fax No.:

e-mail :

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: _____

Section – B
FORM – III
(TO BE FILLED UP BY TENDERER)
Certificate Regarding Summary Statement of Yearly Turnover from
Contractual Business

This is to certify that the following statement is the summary of the audited Balance sheet arrived from contractual business in favour of.....
.....
..... for the three consecutive years or for such period since inception of the Firm, if it was set in less than such three year's period.

SL NO.	Financial Year	Turnover rounded up to Rs. In Lakh (Two digit after decimal)	Remarks
01	2020 – 2021		
02	2021 – 2022		
03	2022 – 2023		
	Total		

Average Turnover: In Rs.

Note:

1. Average Annual turnover is to be expressed in lakh of rupees, rounded up to two digits after decimal.
2. Average Annual turnover for 3 years is to be obtained by dividing the total turnover by 3. If the Firm was set up in less than 3 year's period, consider the total turnover for the period from inception year to the year 2020 – 2021 and divide by the no of years.
3. In case, the firm was set up in less than 3year's period, mention the year of inception in the ' Remarks' column.

Signature of the Bidder with seal

Section-B
Form – IV
(TO BE FILLED UP BY TENDERER)
AFFIDAVIT

(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 Deputy Field Director, Buxa Tiger Reserve (East)Division 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: _____