



Government of West Bengal
Directorate Of Forest
Office of The Chief Conservator Of Forest and Field Director
Sundarban Tiger Reserve
Canning Town Dist 24 Paraganas South
West Bengal – 743329



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Memo No- 7385 /FD/2B-34(e-Tender)

Date-23.12.2022

NOTICE INVITING TENDER No. – WBFOR/STR/DFD/NIT20 (e)/2022-23

1. General Guidance for e-Tendering

1.1 Instructions / Guidelines for tenderers for electronic submission of the tenders online have been shown in Web site <https://wbtenders.gov.in>

1.2 Registration of Contractors

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

1.3 Digital Signature Certificate (DSC)

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

1.4 Collection of Tender Documents

The contractor 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 more than one work

A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm. If found to have applied severally in a single job, all his applications will be rejected for that job. A prospective Tenderer (including his participation in partnership) shall be allowed to participate in a single work as mentioned in the List of Work(s) of this NIT

2. Submission of Tenders

2.1 General process of submission

Tenders are to be submitted online through the website stated in Clause 1.1 in two folders, at a time for each work, one is Technical Proposal and the other is Financial Proposal, before the prescribed date and time mentioned in the list attached. Using the Digital Signature Certificate (DSC), the documents are to be uploaded virus scanned and digitally signed.

2.2 Technical Proposal

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

Technical File (Statutory Cover) containing,

- i. NIT (to be submitted in “NIT FOLDER”)
- ii. Section B (Form I, Form II Form III Form IV and AFFIDAVIT – Y) (to be submitted in “FORMS FOLDER”.)
- iii. **The cost of Tender Documents (Tender Fees)** is to be deposited by the Tenderer as mentioned in column no. 5 of the table for List of Works by the Contractor online in the west Bengal e-tender portal.
- iv. Instructions to Bidders. (To be submitted in “Other Tender Documents” Folder)
- v. General Terms & Conditions Of Contract. (to be submitted in “Other Tender Documents” Folder)
- vi. Technical Specification. (to be submitted in “Other Tender Documents” Folder)
- vii. Drawing if any to (“Drawing Folder”)

Note:

- a) The successful bidder(L1) should submit physically the all related documents in original e.g. Tender Fees, EMD, & Technical bid & Financial bid duly digitally signed in the Website <https://wbenders.gov.in>, etc in a sealed cover at least as per schedule date and time. Tender document may be downloaded from website & submission of Technical Bid/Financial Bid as per Tender Schedule.

2.3 Financial Proposal

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

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

2.4 This Tender is being floated in anticipation of Administrative approval, Sanction and release of Fund within FY 2022-23. Work order may be issued after availability of Fund.

3. Eligibility Criteria for participation in tender:

(a) Bonafide Contractors/Agencies/Suppliers/Companies including consortium and Partnership Firms are eligible for participate.

(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. In the case of works undertaken for P.W.D./ C.P.W.D./ M.E.S./ Railways, a Completion Certificate from the concerned Executive Engineer will be treated as valid credential. [Non-statutory Documents]

(c) All categories of prospective Tenderers shall have to submit valid and up to date Professional Tax receipt Challan, **GST registration certificate upto dated all GST return**, Income Tax Return Acknowledgement Receipt, PAN Card issued by Income Tax Department, Voter ID Card and Trade Licence in respect of the prospective Tenderer. In addition to the above, enlisted Class-I (R & B) Contractors of P.W.D., Govt. of West Bengal / C.P.W.D. / M.E.S. / Railways are required to produce respective valid document of enlistment. [Non-statutory Documents]

(d) 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]

(e). 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, 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 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]

(f).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]

(g).Registered Un-employed Engineers' Co-operative Societies / Labour 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.

(h).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). A prospective Tenderer (including his participation in partnership) shall be allowed to participate in **only one work** as mentioned above in the List of Work(s) conforming to and limited to this N.I.T.

(m).No conditional / Incomplete Tender will be accepted under any circumstances.

My Document (Non-Statutory Cover)

Sl. No.	Category Name	Sub-Category Description	Document Name
A.	CERTIFICATES	CERTIFICATES	(For details see cl. 6 A-2 of Section - A of ITB & relevant clauses of NIT)
			1 P.T. deposit receipt Challan
			2 GST Registration Certificate
			3 I.T.R. Acknowledgement Receipt
			4 I.T. PAN Card
			5 Voter ID Card
			6 Enlistment Certificate(as applicable)
B.	COMPANY	COMPANY DETAILS	1 Proprietorship Firm - Trade Licence.
	DETAILS		2 Partnership Firm - Registered Partnership Deed, Registered Power Attorney, Trade licence.
			3 Pvt. Ltd. Company - Registration Certificate under Company's Act, MOA & AOA, Registered Power of Attorney, Trade licence.
			4 Registered Un-employed Engineers and Labour Co-operative Societies Limited.
C.	CREDENTIAL	CREDENTIAL	1 Experience Profile - List of completed Projects of similar nature (ITB, Section - B, Form - V).
			2 Completion Certificate from the concerned Supervisor which is applicable for eligibility in this bid [According to Cl. 6(i) of NIT]
D.	EQUIPMENTS	1. PLANT & MACHINERIES (OPTIONAL)	1 Authenticated copy of invoice, challan and way bill (Machinery)
		2. LABORATORY (OPTIONAL)	2 Authenticated copy of invoice, challan and way bill (Laboratory)
		WORK IN HAND (OPTIONAL)	1 Authenticated copy

E.	FINANCIAL (INFO)	PAYMENT CERTIFICATE	2	Only Payment Certificate of work issued by the Concerned Supervisor and not the TDS certificate
F.	DECLARATION	STRUCTURE & ORGANISATION	1	Details of Structure and Organisation (ITB, Section - B, Form - III)
		AFFIDAVIT	2	An affidavit made that no adverse report against the bidder (ITB, Section - B, Affidavit - Y)

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 (constituted for evaluation of tenders).

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

Pursuant to scrutiny and decision of the Tender Evaluation Committee (TEC), the summary list of eligible tenderers with the serial number of work(s) for which their Financial Proposals will be considered will be uploaded in the web portals. While evaluation, the Committee may summon the tenderers and seek clarification / information or additional documents or original hard copy of any of the documents already submitted and if these cannot be produced within the stipulated time frame, their proposals will be liable for rejection.

6. Final publication of summary list of technically qualified tenderers

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

7. Opening and Evaluation of Financial Proposal

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

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

After evaluation of Financial Proposal, by the appropriate Authority of STR, 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.

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 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.

10. Penalty for suppression / distortion of facts

If any tender fails to produce the original hard copies of the documents (especially completion certificates and audited balance sheets), or any other documents on demand of the 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 on e-Tender platform for a 3 (Three) years. In addition, his user ID will be deactivated and Earnest Money Deposit will stand forfeited. Besides, the **STR** may take appropriate legal action against such defaulting tenderer.

11. Schedule of Dates:

Sl. No.	Activity	Date
1.	Publishing Date	23.12.2022 at 12.00hrs
2.	Document Sale Start Date	23.12.2022 at 12.00hrs
3.	Bid Submission Start Date	23.12.2022 at 12.00hrs
5.	Bid Submission End Date	09.01.2023 at 12.00hrs
6.	Date of opening Technical Bid	11.01.2023 at 12.00hrs At the Office of the Chief Conservator of Forests and Field Director, Sundarban Tiger Reserve Canning Town, 24-PGS(S)
7.	Date of uploading of list of technically qualified bidders (online)	To be notified in due course.
8.	Date of opening of Financial Bid (online).	To be notified in due course..
9.	Date of uploading of list of bidders along with the final rates (online), after negotiation, with all tenderers, if necessary (offline).	To be notified in due course.
10.	Physically submission of the all related documents e.g. tender fees, EMD, & Technical bid & Financial bid duly digitally signed in the Website, etc by the successful bidder(L1)	To be notified in due course.

Note: 1). In case of any unscheduled holiday 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.

Notice Inviting Re-Tender: - WBFOR/STR/DFD/NIT20(e)/2022-23

The Deputy Field Director, Sundarban Tiger Reserve, West Bengal, on behalf of the Governor, West Bengal invites **e-tenders** for the following work(s) from the eligible Contractors 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 Works:-

Project .No.	Name of Work	Place of Work	Estimated Amount Put to tender (in Rs.)	Cost of tender Documents (Tender Fees, in	Amount of Earnest Money to be deposited (Rs.)	Amount of Security Deposit to be deposited (Rs.)	Period of Completion of the work
(1)	2	3	4	5	6	7	8
1.	Repairing of compound wall at Canning under Head Quarter Range in Sundarban Tiger Reserve.	Canning under Head Quarter Range	5,00,000.00	Free	10,000.00	15,000.00	15
2.	Sinking of submersible and plumbing works at Champta under NP(E) Range in Sundarban Tiger Reserve	Champta under NP(E) Range	2,50,000.00	Free	5,000.00	7,500.00	15

12. Brief details on the nature of work:

2 .a)	Name of the project work	:	1. Repairing of compound wall at Canning under Head Quarter Range in Sundarban Tiger Reserve. 2. Sinking of submersible and plumbing works at Champta under NP(E) Range in Sundarban Tiger Reserve.
2.b)	Project ID	:	NA
2.c)	Job ID	:	NA
2.d)	Consultant & Architect for the project	:	NA

[Type text]

2.e)	Nature of Work	:	1. Repairing of compound wall at Canning under Head Quarter Range in Sundarban Tiger Reserve. 2. Sinking of submersible and plumbing works at Champta under NP(E) Range in Sundarban Tiger Reserve.
2.f)	Contractors eligible to submit the tender	:	Bonafide Contractors/Agencies/Suppliers/ Companies including consortium and Partnership Firms are eligible for participate having experience of works within the last 3 (Three) years.

13. Tender Document costs (Tender Fees)

- a) **The cost of Tender Documents (Tender Fees)** is to be deposited by the Tenderer as mentioned in column no. 5 of the table for List of Works online in the west Bengal government e-Tender portal.
- b) **There is no exemption** of any kind for any of the eligible contractors towards cost of tender document fee or **EMD**.
- c) Intending Tenderers should download the Tender Documents from the website <http://wbtenders.gov.in> directly with the help of Digital Signature Certificate .
- d) **The original instrument towards the cost of Tender Documents (Tender Fees) should be submitted online in the West Bengal Government e-Tender Portal stated in Sl. No.05. of this N.I.T.**
- e) In case of partnership firm(s), the pledged 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 to pledge the same as per valid partnership deed(s).
- f) 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 Sl. No.01. of this N.I.T. (Details of which has been narrated in '**Instruction to Bidders**'

14. Opening of Tender

- (a)The Technical Bid shall be publicly opened by the authority receiving tender or by his authorized representative, as per the Date & time Schedule mentioned in NIT.
- (b) Prospective Tenderers or their authorized representatives may be present during the opening process.
- (c) Financial Bids of only those tenderers who would qualify in the Technical Bid evaluation , will be opened

(d) The Deputy Field Director, STR, 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.

2. 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 Deputy Field Director, STR, 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.
1. The acceptance of the tender rests with the Deputy Field Director, STR,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.
2. Intending Tenderers at their own cost and risk are encouraged to inspect the site of work and get themselves thoroughly acquainted with the local condition and all factors which may affect their rates. Prior to the site visit the intending Tenderers must inform the Deputy Field Director, STR, W.B. **(03218-255280)** or email **(sundarbantigerreserve@gmail.com)** about the time and date of the visit.
5. The selected Contractor must arrange to procure all materials required for the proper completion of the work including cement and steel (as per the Technical Specifications of the tender document). The Employer will not on any account be responsible for procuring the same.
6. Cement materials of reputed brand like ACC, Lafarge, Ambuja, Ultratech / equivalent or as approved by Architect / engineer and Steel materials of reputed brand like TATA, SAIL, VIZAG STEEL, SRMB / equivalent or as approved by Architect / engineer only shall be allowed to be used in the work. No Brand of Cement and Steel materials other than the one mentioned herein shall be allowed to be used in the work.
7. The selected contractor shall apply to the Deputy Field Director, STR, W.B. for seeking permission for utilization of land at the close proximity of the site for arranging required plant & machineries, store of materials, labour shed, laboratory etc at his own cost and responsibility. All such temporary shed etc shall have to dismantled and all debris etc cleared from site post completion of the work or as directed by the Deputy Field Director,STR, W.B. . Once an order to the effect is issued from the Deputy Field Director, STR, W.B. in this regard, it shall be brought to effect by the contractor without contest.
8. The prospective Tenderer shall establish field testing laboratory equipped with requisite instruments and technical staff according to the requirements of works to be executed.
9. **Work order will be issued after availability of fund.**

10. VALIDITY OF BIDS:

Bid shall remain valid till the end of the Financial Year 2022-23 i.e. 31st March, 2023. 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 1 (one) year and legal action will be taken against him.

11. VERIFICATION OF CREDENTIALS/ONSITE PROJECTS :

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

12. CANCELLATION OF TENDER :

The Deputy Field Director, STR, W.B. reserves the right to cancel this N.I.T. due to unavoidable circumstances and no claim in this respect will be Entertained.

13. SECURITY DEPOSIT:

The successful Tenderer to whom a Letter of acceptance has been issued shall within 05(five) days from the date of Letter of Acceptance, deposit an amount as indicated in Column (7) of the **List of Works through GRIPS in favour of the Deputy Field Director, Sundarban Tiger Reserve.**

PAYMENT OF E.M.D.

1. Payment by net banking (any listed bank) through ICICI Bank payment Gateway.
2. On selection of net banking as the payment mode, the bidder will be directed to the ICICI Bank payment Gateway webpage (along with a string containing a Unique ID) where he will select the bank through which he wants to do the transaction.
3. Bidder will make the payment after entering his Unique ID and password of the Bank process the transaction.
4. Bidder will receive a confirmation message regarding success/failure of the transaction.
5. If the transaction is successful , the payment paid by the bidder will get credited in the respective pooling account of the state Government maintained with the Focal Point Branch of ICIC Bank at R.N. Mukherjee Road, Kolkata for collection of BID SECURITY.
6. If transaction is failure, the bidder will again try for payment by going back to the first step again.

PAYMENT THROUGH RTGS/NEET

1. On selection of RTGS/NEET as the payment mode , the e- procurement portal will show a pre-filled challan having the details to process RTGS/NEET transaction_
2. The_bidder will print the challan and use the pre-filled information to make RTGS/NEET payment using his Bank account.
3. Once payment is made the bidder will come back_ to the e-procurement portal after expiry of a reasonable time to enable the NEET/RTGS process to complete, in order to verify the payment made and continue the bidding process.
4. If verification is successful, the fund will get credited to the respective pooling account of the state Government maintained with the Focal Point Branch of ICIC Bank at R.N. Mukherjee Road, Kolkata for collection of BID SECURITY.
5. Hereafter, the bidder will go to e-procurement portal for submission of his bid.
6. But if any payment verification is unsuccessful, the amount will be returned to the bidder's account

REFUND/SETTLEMENT PROGRESS:

1 After opening of the bids and technical evaluation of the same by the tender inviting authority through electronic processing in the e-procurement portal of the State Government, the tender inviting authority will declare the status of the bids which will be made available, along with the details of the unsuccessful bidders, to the ICICI Bank by the e-procurement portal through bed service.

2. On receipt of the information from the e-procurement portal, the Bank will refund through an automated process the BID security of the bidders disqualified at the technical evaluation to the respective bidder's Bank accounts from which they made the payments.

3. Once the financial bid evaluation is electronically processed in the e-procurement portal BID SECURITY of the technically qualified bidders other than that of the L1 & L2 bidders will be refunded, through the automated process, to the respective bidder's Bank accounts from which they made the payments. However the L2 bidder should not be rejected till the LOI process is successful.

4. If the L1 Bidder accepts the LOI and the same processed electronically in the e-procurement portal BID SECURITY of the L2 bidder will be refunded through an automated process to his bank account from which he made the payment transaction.

15. TECHNICAL SPECIFICATION AND QUALITY OF WORKS:

Unless otherwise stipulated all the works are to be done as per the Technical Specifications of the tender document. Contractor may refer to the relevant PWD (W.B.) Schedule of Rates for the working area including up to date addenda and corrigenda, if any, published by Public Works Department, Government of West Bengal. The project should be executed as per IS CODE /IRC/MORTH standards or higher regarding the quality of materials and various items of works.

16. DECUCTION OF TAXES ETC:

Deduction of Income Tax from the Contractor's Bill will be made as per Govt. rules. Labour Welfare Cess @ 1 %(one percent) of the cost of construction works will be deducted from every Bill of the selected agency. GST, Royalty & 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. Deduction of Tax shall be made as per provision of the GST act with up to date amendments. The Agency will be liable to maintain the work or working portion at the appropriate service level to the satisfaction of the Deputy Field Director, STR, W.B.; at his own cost for a period of Security Period/Maintenance period which is one year 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 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 Security Period from the date of successful completion of the work to the entire satisfaction of the Deputy Field Director, STR, West Bengal; as is may be considered towards release of "Security Deposit".

In case of ascertaining Authority at any stage of application or execution of work necessary registered power of attorney is to be produced

16. 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 :-

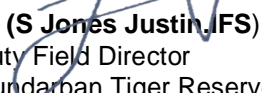
- a. Form of Agreement
- b. Tender Form
- c. Technical Specifications
- d. General Terms and Conditions
- e. Relevant PWD(W.B.) Schedule of Rates
- f. Instructions to Bidders
- g. N.I.T.

17. 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.
18. Canvassing in connection with the tender is strictly prohibited in the Tender submitted by the Contractor.
 19. Site of work and necessary drawings may be handed over to the successful Tenderer along with the work order or in a phase wise manner as deemed fit by the Deputy Field Director, STR,W.B.. No claim in this regard will be entertained.
 20. The successful Tenderer will have to submit four sets of all the Tender Documents along with BOQ in connection with this Tender in hard copy within 5 (Five) 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 Contractor.
 - 21.. The successful Tenderer will have to start the work as per the work order to commence the work.
 22. Successful Tenderer will be required to obtain valid Registration Certificate & Labour License from respective Regional Labour Offices where construction work by them are proposed to be carried out under the West Bengal Building & other Construction Works' Act, 1996 and the Contract Labour (Regulation & Abolition) Act,1970 and the same should be submitted to the Deputy Field Director, STR, W.B.
 23. The Successful Tenderer shall have to comply with the provision of (a) the Contract Labour (Regulation & Abolition) Act,1970 (b) the Apprentice Act,1961 and (c) the Minimum Wages Act, Amendment up to date (d) the West Bengal Building & other Construction Works' Act, 1996 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 Dy. Field Director, STR,W.B. may in his discretion cancel the contract. The contractor shall also be liable for any liability arising on account of any violation by him of the provisions of the Act and rules made there under time to time.
 - 24 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 drawing and design.
 25. 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.

26. Guiding schedule of rates: For Building Works: Schedule of rates of P.W.D., W.B. with effect from 01.11.2014 for Building, Sanitary & Plumbing works, materials and labour along with corrigenda and addenda updated till date of issue of NIT.
27. 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 out rightly rejected at any stage and legal action will be taken against him.
28. 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 value 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.
29. 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.
30. 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.
31. 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 during actual execution. The contractor shall remain effected by alteration.


(S Jones Justin, IFS)
Deputy Field Director
Sundarban Tiger Reserve

Memo No-7385 (9) /FD/2B-34(e-Tender)

Date-23.12.2022

Copy for information and wide circulation through his office notice board to:

- 1). The Additional 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 Principal Chief Conservator of Forests, & CWLW, W.B., Bikash Bhaban, North Block, Salt Lake, Kolkata-700091
- 4) The Addl. PCCF & Director, Sundarban Biosphere Reserve
- 5) The Chief Conservator of Forests and Field Director,Sundarban Tiger Reserve
- 6) The District Magistrate 24 Parganas South District.
- 7) The S.D.O Canning Sub- Division.
- 8) The D.F.O 24 Parganas South Division
- 9). Office Notice Board.


(S Jones Justin, IFS)
Deputy Field Director
Sundarban Tiger Reserve

1. OPENING & EVALUATION OF TENDER

A) Opening of Technical Proposal

i) Technical proposals will be opened by the Tender Opening Authority or his authorized representative as per the Date & Time schedule mentioned in the N.I.T. electronically from the website stated in Clause 2 of this NIT using their Digital Signature Certificate.

ii) Intending tenderers are encouraged to be present for observing the tendering opening procedure.

iii) Statutory Cover shall be opened first and if found in order, Non-Statutory cover will be opened. If there is any deficiency in the statutory documents the tender will summarily be rejected.

iv) Decrypted (transformed in to readable formats) documents of the Statutory and Non Statutory Cover will be downloaded by the Tender Opening Authority.

V) Declaring summary list of technically qualified tenderers :-

a. Pursuant to scrutiny and decision of the Tender Opening Authority, the summary list of technically qualified tenderers and the serial no. of work for which their proposal will be considered will be uploaded in the web portal and also that of the Directorate of Forests, Government of West Bengal as per feasibility. The list would be displayed vide notice board of the Tender Inviting authority, viz. Deputy Field Director, STR, W.B.

b. While evaluation, the Tender Opening Authority 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 are not produced within the stipulated time frame, their proposals will be liable for rejection.

c. All prospective tenderers who fulfil the eligibility criteria conditions stipulated in Cl.(6) of this NIT become technically qualified for further process subject to provisions of Sub-Clause 7 v).(a) and 7.v).(b) mentioned above.

B) Opening of Financial Proposal

i. The financial proposal of the technically qualified tenderers will be opened by the Tender Opening Authority or his Authorized representative electronically as per the Date & Time Schedule mentioned in the N.I.T. from the website using their Digital Signature Certificates.

ii) Intending technically qualified tenderers are encouraged to be present during this process.

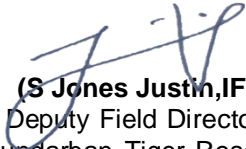
iii) Decrypted (transformed in to readable formats) B.O.Q. would be downloaded by the Tender Opening Authority.

PENALTY FOR SUPPRESSION / DISTORTION OF FACTS

If any Tenderer fails to produce the original hard copies of the documents (specifically the completion certificates and audited balance sheets), or any other documents on demand of the Tender Opening Authority within specified time frame or if any deviation is detected in the submitted documents or if there is any suppression of facts, the tender will be rejected outright and appropriate legal action may be taken by the Government against such Tenderer.

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 who's 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.


(S Jones Justin, IFS)
Deputy Field Director
Sundarban Tiger Reserve

DIRECTORATE OF FORESTS, GOVT. OF WEST BENGAL

Section – B

**FORM-I
APPLICATION**

To,

The Deputy Field Director
Sundarban Tiger Reserve
Canning Town, 24 Parganas(S), WB

Subject: (Name of the Work with project 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 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.

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 /P.W.D. Department, 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 Conservator of Forests, Administration, General Direction 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:_____

DIRECTORATE OF FORESTS, GOVT. OF WEST BENGAL

[Type text]

Section-B
FORM II
(TO BE FILLED UP BY TENDERER)

To,
The Deputy Field Director
Sundarban Tiger Reserve
Canning Town, 24 Parganas(S), WB

Dear Sir/ Madam,

Ref:- **Name of the work :-** _____
Tender Reference No.

1.- I/We refer to the tender notice issued by you for the General Building Works with sanitary

& Plumbing works in connection with the above.

1. 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 for the sum of Rs.....(Rupees
.....)
.....) only at the respective quoted percentage above/ below the rates mentioned in the Schedule of Quantities .
2. 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 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 60 days from the date of receipt of the letter of acceptance. Or
(iii) If the work is not commenced within 60 days after issue of work 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.

DIRECTORATE OF FORESTS, GOVT. OF WEST BENGAL

[Type text]

(SUBMIT DIFFERENT SHEET FOR DIFFERENT PROJECT)

Estimate for construction works for :- (Name of the work)

for use in STR (e-Tender reference No. and Project no.....)

GENERAL SUMMARY

Project .No.	NAME OF THE WORK	Rate	Units	Amount
	<hr/> <hr/> <hr/>	RS <hr/>	1	RS:- <hr/>
	TOTAL Rs.			
	(in figures) <hr/> <hr/>			

Time of Completion: 30 **days** from the date of issuance of Work Order

I/ We offer to execute the work :

- (i) At per with Rs.....as per priced schedule of quantities.
- (ii)%.....(in words) above the priced schedule of quantities .
- (iii)%.....(in words) below the priced schedule of quantities.

Total: Rs.....(
Rupees.....)

In Indian Rupees.....

.....
.....

Signature of Tenderer
Accepting
With official seal

Signature of Tender Inviting
Authority

Signature of Tender
Authority

Signature of witness :

[Type text]

Name of Witness :
Address :

Section – B

FORM – III STRUCTURE 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 6 (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 :

DIRECTORATE OF FORESTS, GOVT. OF WESTBENGAL

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GENERAL TERMS & CONDITIONS OF CONTRACT

1. 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 Sundarban Tiger Reserve 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 Deputy Field Director, STR, W.B.

(III) CONTRACTOR shall mean the firm or company or supplier whose tender has been accepted

by the employer and includes his (their) heirs, legal representative assigns and successors.

(IV) SITE shall mean the site of the contract work including any building and erections thereof and any other land adjoining thereto (inclusively as aforesaid allotted by the Employer for the contractor's use).

(V) This CONTRACT shall mean Articles of Agreement, these conditions, the schedule of quantities, the general instructions to the Contractor, the specifications, the drawings 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 DRAWINGS shall mean the drawing or drawings mentioned in Clause (1) and any modifications of them approved by the Architects duly approved by the Employer or any further Working drawings or sketches by the Employer or any further working drawings or sketches which may be furnished or approved in writing by the Employer.

(IX) The SPECIFICATION shall include the structural specification and general specifications 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.

[Type text]

(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 contractor (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. COMPLETION shall mean that the building in the opinion of the Architects fit for occupation/use.

(XIV) WORDS imputing persons include Firms and Corporation, words imputing the singular only also the plural and vice/versa where the context so requires.

2. Scope of works:

The work to be done is covered in this tender. The same has been detailed in the drawings and schedules of probable items with approximate quantities. It includes furnishing all materials, labour, tools and equipment and management necessary for and incidental to the construction and completion of the work. All work during its progress and upon completion shall conform to lines elevation and grades as shown on the drawing furnished by the employer. Should any details essential for efficient completion of the work be omitted from the drawings and specifications it shall be the responsibility of the Contractor to inform the Employer and to furnish and install such details with their concurrence, so that upon completion of the proposed work the same will be acceptable and ready for use The Tenderers are to note that the scope of work as mentioned may be reduced to any extent which is absolutely at the discretion of the Employer. This reduction of the extent of work should not be a criterion for extra claim in respect of materials stored, establishment and cost incurred or any other losses occurring out of these causes. The Contractor shall carry out and complete the works in every respect in accordance with this contract and in accordance with the directions and to the satisfaction of Employer who shall be the final authority. The Employer may in their absolute discretion issue further drawings and /or written instructions, details, direction and explanations which are hereafter collectively referred to as the Employer's instructions in regard to:

[Type text]

a) The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.

The Contractor shall forthwith comply with and duly execute any work comprised in such Employer's instructions provided always that verbal instructions, directions and explanations given to the Contractor or his representative upon the works by the Employer shall, if involving a variation, be confirmed in writing by the contractor within seven days. No work, for which rates are not specifically mentioned in the priced schedule of quantities, shall be taken up without written permission of the Employer. Rates of items not mentioned in the Priced Schedule of Quantities shall be fixed by the Employer, as provided in Clause VARIATION. If complete with the Employer's instructions as aforesaid involves work and/or loss beyond that contemplated by the Contract then, unless the same were issued owing to some breach of this contract by The Contractor, the Employer shall pay to the Contractor the price of the said work an extra to be valued as hereinafter provided and /or loss.

3. Contractor Not To Sublet:

The Contractor shall not without the written consent and approval of the Employer assign the agreement or sublet any portion of the work.

4. Agreement:

The successful Tenderer may 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 Tenderers.

5. Maintenance Period and Defects after Completion:

The Contractor shall make good at his own cost and to the satisfaction of Employer all defects, shrinkages or other faults arising in the opinion of the Employer from workmanship or materials not being in accordance with the drawings or specification of schedule of quantities or the instruction of Employer which may appear within the maintenance period. The maintenance period shall mean a period of maintenance to be calculated from the date of completion of work. The maintenance period shall be maximum twelve months (01 year

) after date of supply. The defect, shrinkage settlements or other faults which may appear

within twelve months or monsoon whichever period is longer after the virtual completion of the work (hereinafter called as the defects liability period) arising in the opinion of the Representative who shall be final authority for materials and workmanship not in accordance with the contract, shall upon the directions in writing of the Representative and within such responsible time specified therein, be amended and made good by the Contractor at his own cost unless the Representative shall decided that he ought to be paid for such amendment and for making good and in case of default the Employer may employ and pay other persons to amend and make good

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such defects, shrinkage, settlement or other faults and all damages loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer from any money due or that may become due to the Contractor.

6. Earnest Money & Security Deposit:

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.

SECURITY DEPOSIT:

The successful Tenderer to whom a Letter of Acceptance has been issued shall submit within 10 (ten) days from the date of Letter of Acceptance, deposit an amount equal to 10% of the projected cost will be deposited through GRIPS in favour of the Deputy Field Director, Sundarban Tiger Reserve . Failure to deposit the Security Deposit as aforesaid within the specified time will constitute a breach of the contract rendering the contract liable to termination with forfeiture of the security to the extent of amount of the initial

Earnest money deposited with the tender without any reference to the Tenderer. The entire security deposit (including earnest money furnished with the tender, amount deposited at the time of execution agreement and amount deducted from progressive bills) shall be held till the work is completed in all respects the full satisfaction of the Employer and till the expiration of the maintenance period. Employer shall not pay interest on the Earnest Money and Security Deposit

7. Commencement and Completion of Work:

EXTENSION OF TIME AND LIQUIDATED DAMAGES FOR DELAY:

The entire work is to be completed in all respects in stipulated times as mentioned in the Tender Notice from the date of issue of work order. Time is essence of contract and shall be strictly observed; by the Contractor. The date of commencement of the work shall be the date on which the work order is issued to the Contractor or the date when the Contractor take possession of the site officially whichever is later. The Contractor shall complete the work in all respects to the satisfaction of Employer within the stipulated time, failing which the Contractor shall be bound to pay compensation at the rate of ½ per cent (half per cent) over the total tendered value of work for delay of every week or part of a week by way of liquidated damages and not as a penalty. Provided always that the entire amount of compensation to be paid under the provision of; this clause shall not exceed 10 per cent of the contract price. The payment or deduction of such damages shall not relieve the Contractor of; his obligation to complete the work or from any other obligation and liability under the contract.

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The Contractor shall within five (5) days of receipt of intimation that his tender has been accepted submit to the Employer an abstract programme of work so drawn as would enable him to complete the work within the time contemplated. The abstract programme must indicate the work within the time contemplated. The abstract programme must indicate dates of starting and completion of respective parts of sections of the work. The abstract programme would be subjected to the approval of the Employer who will have the power of making such modification therein as found necessary. The actual progress as compared with this chart will be reviewed periodically. If the Contractor be delayed in the progress of the work by; exceptional weather conditioned civil commotion, strike or lock-outs, fire, unusual delay in transportation unavoidable casualties, act of public enemy, Acts of the Government, Any Acts of the Authority or of another Contractor in the performance of his contract with the Employer or any other causes beyond the Contractor's control, the Contractor shall apply in writing to the Employer for an extension of time of the Completion of work or the part or section concerned within ten days of such occurrence, but before the expiry of the stipulated date of completion. The Employer shall on such application make an enquiry and may grant such extension of time as they think justified. The decision of the Employer in this respect shall be final and binding on the Contractor. The work shall not be considered as completed until the Employer has certified in writing that they have been completed and the maintenance period shall commence from the date of such certificate.

7.1. Payment shall be made electronically to the Contractor through Treasury, Canning by the Employer on the certified bills of the Representative of the employer. All bids shall be prepared by the Contractor in the Form prescribed by the employer. The payment may be delayed some time for non receiving of fund in time.

8. Escalation of Prices:

The rates quoted by the Contractor shall be firm throughout the tenure of the contract (including extension of time, if any granted) and will not be subject to any fluctuation due to increase in cost of materials, labour, sales tax, Octroi etc.

9. Termination of Contract by Employer:

If the Contractor (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 Contractor 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 Contractor (whether an individual firm or incorporated company) shall suffer any payment under this contract to be

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attached by or on behalf of any of the creditors of the Contractor or if the Contractors shall assign or sublet the contract without the consent in writing of the Employer first obtained or if the Contractor shall charge or encumber this contract or any payment due to which may become due to the Contractor there under, or if the Employer shall certify in writing of that in his opinion the Contractor:

- a) has abandoned the contract, or
- b) has failed to commence the work, or has without any lawful excuse under these conditions suspended the progress of the work for 14 days after receiving from the Employer written notice to proceed, or
- c) has failed to proceed with the work such due diligence and failed to make such due progress as would enable the work to be completed within the time agreed upon, after receiving from Employer to employ more men, or,
- d) has failed to remove materials from site or to pull down and retained work within 7 days after receiving from the Employer as written notice that the said materials or work were condemned or rejected by the Employer under those conditions, or,
- e) has neglected or failed persistently to observe and perform all or any of the acts, matter or things by this contract to be observed and performed by the Contractor for 7 days after written notice shall have been given to the contract requiring the Contractor to observe or perform he same, or
- f) has to the detriment of good workmanship or define of the Employers instruction to the contrary sub-let any part of the contract.

Then and in any of the said causes the Employer notwithstanding any previous order after giving 7 days notice in writing to the Contractors, determine the contract, but without thereby affecting the powers of the Employer of the obligations and liabilities of the Contractor, the whole of which shall continue to be in force as fully as if the Contractor has not been so determined and as if the works subsequently executed has been executed by or on behalf of the Contractor, and further the Employer his agents, or servants, may enter upon and take possession of the works and all plants, tools, scaffolding, sheds, machinery steam and other power, utensils and materials, lying upon the premises or the adjoining lands or roads and use the same as his own property or may employ the by means of his own servants and workman in carrying on and completing the work or by employing any other Contractors or other persons or person to complete the work, and the Contractor shall not in any way interrupt, or do any etc., matter, or thing to prevent or hinder such other Contractor or other person or persons employed for completing and finishing or using the materials and plant for the work When the works shall be completed or as soon thereafter as convenient the Employer shall give a notice in writing to the Contractor to removed his surplus

[Type text]

materials and plant and should the Contractor fail to do so within a period of 14 days after receipt thereof by him, the Employer may sell the same by public auction and shall give credit to the Contractor or for the amount so realized.

The employer shall thereafter ascertain and certify in writing under his hand that (if anything) shall be due or payable to or by the Employer, for the value of the said plant and materials so taken possession of by the Employer and the expense or loss which the Employer shall have been put to in getting the work to be so completed and the amount if any owing to the Contractor and the amount which shall be certified shall thereupon be paid by the Employer, as the case may be and the certificate shall thereupon be paid by the Employer, as the case may be and the certificate of the Employer shall be final and conclusive between the parties.

10. Settlement of Dispute, Arbitration:

Except where otherwise provided in the Contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instruction herein before mentioned and as to the quality of workmanship or materials used on the work, or as to any other question, claim, rights, matter, or things whatsoever, in any way arising out of or relating to the contract, design, drawings, specifications estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure or execute the same, whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Chief Conservator of Forests, & Field Director, Sundarban Tiger Reserve, Govt. of West Bengal. Should the Chief Conservator of Forests, & Field Director, Sundarban Tiger Reserve, 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.

Sd/-

**(S Jones Justin, IFS)
Deputy Field Director
Sundarban Tiger Reserve**

[Type text]

INSTRUCTION TO BIDDERS (ITB)

Section – A

1. GENERAL GUIDANCE FOR e-TENDERING

Instructions / Guidelines for prospective tenderer for electronic submission of the tenders online may be obtained from the site, <http://wbtenders.gov.in> to participate in e-Tendering process.

2. REGISTRATION OF CONTRACTOR

Any contractor willing to take part in the process of e-Tendering will have to be enrolled & 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.

3. DIGITAL SIGNATURE CERTIFICATE (DSC)

Each contractor is required to obtain a Class-II or 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.

4. COLLECTION OF NIT & TENDER DOCUMENTS

The contractor can search & download NIT & Tender Documents electronically from computer once he logs on to the website mentioned in Clause 2 using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

5. PARTICIPATION IN MORE THAN ONE WORK

A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm. If found to have applied severally in a single job, all his applications will be rejected for that job. A prospective Tenderer (including his participation in partnership) shall be allowed to participate in a single work as mentioned in the List of Work(s) of this NIT.

6. SUBMISSION OF TENDER

General process of submission: Tenders are to be submitted online through the website stated in Clause 2 in two folders at a time for each work, one in Technical Proposal & the other in Financial Proposal before the prescribed date & time using the Digital Signature Certificate

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(DSC). The documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

A) TECHNICAL PROPOSAL

The Technical proposal should contain scanned copies of the following Tender Documents in two covers

(folders) namely Statutory Cover and Non-Statutory Cover:-

A-1) Statutory Cover containing

- i) Application (ITB, Section B (Form I, Form II Form III Form IV))
- ii) GRIPS Challan towards cost of tender documents (Tender Fees) as prescribed in the N.I.T. against each serial of work in favour of "The Deputy Field Director, Sundarban Tiger Reserve", payable in Canning Town. (properly downloaded, digitally signed and uploaded)
- iii) Earnest Money Deposit (EMD) as prescribed in the N.I.T will be deposited through GRIPS in favour of the Deputy Field Director, Sundarban Tiger Reserve (properly downloaded, digitally signed and uploaded)
- iv) ITB (properly downloaded, digitally signed and uploaded)
- v) Tender Form (properly download, digitally signed on both the pages and upload the same except
- (vi) 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.
- (vii) Technical Specifications (properly downloaded, digitally signed and uploaded)

A-2) Non-Statutory Cover containing: I) Certificates:

- a) Valid and up to date Professional Tax (P T) deposit receipt challan. b) VAT registration Certificate.
- c) Income Tax Return Acknowledgement Receipt. d) Income Tax PAN Card.
- e) Voter I Card
- .
- li) Proprietorship Firm - Trade Licence
- lii) 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 Unemployed Engineers' Co-operative Societies / Labour Co.- Op. Societies are required to furnish the following valid and up to date documents : -

[Type text]

- 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) Affidavit (Ref:- format shown in "Affidavit - Y" of ITB, Section -B).
- viii) 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 equal to or more of the estimated cost put to this notice ; or
- (ii) At least two works of similar nature with an estimated cost 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 of each of the works equal to at least 33% of the estimated cost put to this notice in any one year,

(b) For the purpose of this project ‘ similar works’ would mean supply of any kind of speed boat, yatch, catamaran etc.

Experience Profile (ITB, Section - B, Form - V)

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

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

[Type text]

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.

DIRECTORATE OF FORESTS, GOVT. OF WESTBENGAL

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