

**GOVERNMENT OF WEST BENGAL**  
**DIRECTORATE OF FORESTS**  
**Office of the Divisional Forest Officer**  
**Jalpaiguri Division**  
**Jalpaiguri – 735 101**

(Ph.03561-232016, email: [dfojpg@sancharnet.in](mailto:dfojpg@sancharnet.in))

**TENDER NOTICE NO.3/BUDGET (SPAP) OF 2011-12**

Sealed Tenders in the prescribed Form are invited from the Registered Contractors/enlisted class contractors of the PWD, CPWD, MES, Zilla Parishad or Railway department **by Registered/ Speed Post** for execution of works as detailed in the Schedule of Works as per Tender condition. Tender will be received by the Divisional Forest Officer, Jalpaiguri Division, Aranya Bhawan, Old Court Complex, Jalpaiguri up to **3.30 P.M. on 03.02.12** in the office of the undersigned at Jalpaiguri.

Tender will be opened on **03.02.12 4.00 P.M.** in presence of such Tenderers or their authorised representative, who may be present at that time.

**TERMS & CONDITIONS**

1. **TENDER DOCUMENTS SHALL CONSIST:-**

- a) The detailed notice inviting tender (hereinafter referred to as the 'Tender Notice')
- b) Application along-with required documents for obtaining Tender Forms shall be received by the Range Officer, Lataguri Range or Range Officer, Banarhat Range or Range Officer, Moraghat Range or Range Officer, Chalsa Range or Range Officer, Dalgaon Range **within 20/01/2012 between 10.30 AM to 1.30 PM.**
- c) The 'Tender Form' which can be obtained from the office of the **Range Officer, Lataguri or Range Officer, Banarhat or Range Officer, Moraghat or Range Officer, Chalsa or Range Officer, Dalgaon Ranges** on all working days w.e.f. **27.01.12** between 10:30 a.m. to 1:30 p.m. on cash payment of **Rs. 500.00 only** as per Schedule (non-refundable) and to be deposited to the Range Officer, Lataguri or Range Officer, Banarhat or Range Officer, Moraghat or Range Officer, Chalsa or Range Officer, Dalgaon Range. The application for Tender Form including Credential Certificate from the Govt. Agencies ( PWD/CPWD/MES/Railway/Zilla Parishad/Executive Officer, Panchayat Samity), Valid Sales Tax/VAT **Clearance Certificate, PAN Card, Professional Tax, Bank solvency Certificate** for the project should be submitted failing which the Tender Form will not be issued. Tender papers will be issued only to those tenderers whose identity (PAN Card/EPIC) and other related documents etc. are fulfilled the criteria as required under the Terms & Conditions.

No affidavit in respect of the said clearance certificate will be accepted. If the clearance Certificates in original are not submitted with the tender in support thereof must be produce for inspection.

Intending contractors will have to satisfy the undersigned about their financial resources, past experience in the similar type of works and about their having in employment technically qualified personnel to look after the work satisfactorily with other credentials and information stipulated.

Intending co-operative societies, if otherwise eligible as per Tender Notice, shall have to produce (i) Documents of Registration (including Bye-laws) and (ii) Current Audit report along with their application.

Any Association, by whatever it is known, intending to submit a tender shall have to be constituted as such and registered under the Companies Act and the registered deeds and memorandum of the said Association shall have to be produced to the undersigned before opening of the tenders. If some of the intending tenderers enter into partnership business, they shall have to produce the registered deed of partnership to the undersigned before opening the tenders..

The applicant should also indicate the **Project No.** for which the Tender Form and documents are asked for.

d) For Project Nos. of enclosed Schedule of works, the **listed Contractors of PHE, PWD, CPWD, MES, Zilla Parishad, Panchayet Samiti, Forest or Railway** having entitlement for specified works having sufficient and adequate credential ( for same type of works) of not less than **60%** of Estimated project cost and not before last **five years** are eligible to bid.

e) **Earnest money** for the works to be deposited as stated in Schedule of works attached.

f) All participants should supply the following in **support of his identity**:

**Name.**

**Address (to be certified by Panchayat/Municipality/B.D.O.**

**PAN Card/ Votar Identity Card.**

**Telephone No (Office and Residence).**

**Cont. No. – Mobile.**

**Up to date Trade Licence/Professional Tax Certificate.**

**Certificate in support of his technical & financial ability to under take the job.**

The intending tenderers may see the site of work and get themselves thoroughly acquainted with the local conditions and factors which may effect their rates. It must be clearly understood that the quantities shown in the price schedule of items are approximate only and may vary during execution and thereby the value of work as indicated may also increase or decrease, contract shall, remain unaffected by such alteration.

The tenderer and any of his personnel or agent(s) will be granted permission by the Employer to enter upon his premises and lands that the tenderer, his personnel or agent(s) will release and indemnify the Employer and his personnel and agents from and against all liability in respect thereof and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused, which, but for the exercise of such permission would not have arisen.

The intending tenderers may also see the tender documents and other relevant particulars during office hours on any working day at the Range Office, Lataguri Range or Range Office, Banarhat Range or Range Office, Moraghat Range, or Range Office, Chalsa Range or Range Office, Dalgaon Range and office of the undersigned at Jalpaiguri.

2.(a) The intending Tenderers will apply within 20/01/2012 to the Range Officer, Lataguri or Range Officer, Banarhat or Range Officer, Moraghat Range or Range Officer, Chalsa or

Range Officer, Dalgaon for Tender document along with valid up-to-date I.T., VAT & Professional Tax Clearance Certificates, Credential Certificate in original and Pan Card for being entitled to receive the Tender documents for the work.

- (b) Tender documents as mentioned in clause No.1 above may be purchased by the eligible tenderers from the offices as mentioned in clause 2(a) after verification of condition in clause 2(a) above by the Divisional Forest Officer, Jalpaiguri Division having been satisfied.
3. All Tenderers must be accompanied by an **Earnest Money** equal to 2% (two percent) of the estimated cost in the form of **CALL DEPOSIT (DCR)** payable and drawn in favour of the Divisional Forest Officer, Jalpaiguri Division.
4. The Tender will be received by the Divisional Forest Officer, Jalpaiguri Division at his office on or before 03/02/2012 **by Registered /Speed Post** for the concerned work up to **15.30** hours and will be opened on 03/02/2012 **at 1600** hours by Divisional Forest Officer, Jalpaiguri Division in the presence of the Tenderers or his authorised representatives who choose to be present at the time of opening. If the office of the Divisional Forest Officer, Jalpaiguri Division happens to be closed on the date of receipt of the Tender as specified, the Tender will be received and opened on the next day of opening of the office at the same time and venue.
5. The undersigned is not bound to accept the lowest quotation and reserves to the right and authority to reject in part or whole any or all of the tenders without assigning any reason therefore.
- (a) Canvassing in connection with the tender documents is strictly prohibited and tenderers who resort to this will be liable for rejection of his tender papers.
6. In the event of the 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 documents in support thereof must be produce for inspection.
7. The Earnest Money deposited by unsuccessful tenderers will be refunded on application to the undersigned.
8. Each tenderers shall quote in the Tender Form in figures as well as in words his/their rates against each item (in the following form as applicable in his/their cases).
- The Tender shall be clearly and legibly written, erasing or over-written shall not be allowed. correction, if any, in the tender shall be scored out and signed (in full Signature and not use initials) by the person signing the tender form as token of such cancellation/ correction.
9. The rate quoted by a tenderer must be inclusive of all taxes including VAT, West Bengal Sales Tax. No Tax of any kind will be paid in any form.

No tender shall be deemed to be fit for consideration unless the Tender Form is fully and completely filled in and the information that are asked from a tenderer must be unequivocally furnished. Any tender which is incomplete or does not comply with the prescribed conditions or stipulations or any other contrary to those laid down therein or in

other tender documents shall be liable to rejection at the time of opening of the tenders or at any time during subsequent scrutiny.

10. (a) A tender once submitted shall not be withdrawn within a period of 120 days from the last date of receipt of the tenders and if a tenderer withdraws his tender within the period of 120 days without giving justifiable reasons for such withdrawal to the satisfaction of the accepting authority of the tender, his earnest money as mentioned in clause (3) herein above shall be forfeited to the government and he shall render himself liable to be debarred from submitting any tender for works under the Northern Circle of the Directorate of Forests, West Bengal for minimum period of two years from the date of opening of the Tender, without prejudice to any other action deemed necessary against him.

(b) The successful tenderers, shall **within 5 (five) days of receipt of an intimation** from the undersigned regarding acceptance of his/their tender, deposit an Additional Amount (if required) by cheque or in any other mode approved in writing by the undersigned which together with the amount already deposited as Earnest Money will be equivalent to 10% of the Tendered amount in case of all the projects as mentioned in enclosed Schedule. On deposition of this additional amount, if required the entire Earnest Money, together with the said additional amount will be converted to Security Deposit.

11. (a) The successful tenderers shall also have to sign an '**Agreement**' in the prescribed form (hereinafter referred to as the 'Agreement' – copy of which may be seen at the office of the undersigned during office hours on any working day) at the time of depositing the Security Deposit as mentioned in Clause 12 (b) herein above.

(b) Failure in depositing the additional amount as mentioned in Clause 13(a) herein above shall render the tenderer liable to forfeiture of his Earnest Money deposit and shall make him liable to be debarred from submitting any tender for works under the Forest Department, Northern Circle for a minimum period of two years from the date of opening of the Tenderer, without prejudice to any other action deemed necessary against him.

12. 'After completing payment as per Clause 12(b) herein above and after signing the agreement as mentioned in Clause 13(a) herein above, a work order will be issued to the successful tenderer by the undersigned to undertake works (hereinafter referred to as the 'Work Order').

**The work must commence within seven days on receipt of the work order** mentioned herein above. The time for completion of works for each project is noted against the said project in the enclosed Schedule of works. The progress of work will be judged with reference to lapse of time and  $\frac{1}{4}$ ,  $\frac{1}{2}$ ,  $\frac{3}{4}$  of the total work (in terms of value) should be completed within the equivalent time gap i.e.  $\frac{1}{4}$ ,  $\frac{1}{2}$ ,  $\frac{3}{4}$  of the time period allowed in the agreement counted from the date of issue or Work Order.

All works shall have to be done **according to the drawing** approved by the authority thereafter before the work is taken up or as may be modified by him.

a) **If the successful bidder is not found to deposit the Security Money in the form of CALL DEPOSIT (DCR) within the specified date (seven days), it will be assumed that the successful bidder is not willing to undertake the job.**

b) **If after issuance of work order, the tenderer is not found to start the work within 10 (ten) days, it will be assumed that the Tenderer in question is not interested in doing the job.**

c) No alteration, modification of estimate, Plan, rate etc. would be entertained after issuance of work order.

13. **Period of Completion:-** The project should be completed within **45 (forty five) days** from the date of issue of work order .

The time allowed from carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence (time being demand to be of the essence of the contract on the part of the contractor).

14. **Extension of time will not be allowed** except under very special circumstance at the discretion of the undersigned. If the successful tenderers require an extension of time for completion of the work on the grounds of his having been unavoidably hindered in the execution, the successful tenderers shall submit an immediate report of such hindrance within 7 (seven) days of commencement of such hindrance to the undersigned, in writing and apply in writing for the required extension of time for completion of the work. On the ground there to, the undersigned, within 5 (five) working days of the date of case but not later than 7 (seven) days before expiry of the stipulated time for completion of work, the undersigned, may, if in his opinion the ground for the application for extension of time are reasonable, authorise such extension of time as in his opinion necessary and proper.

15. (a) It must be clearly understood that the quantity or work mentioned against each item of work in the detail estimate as mentioned in the schedule of the tender form may be applicable increased or decreased or any No. of the item of work may be totally omitted during the actual execution. Also, it must be clearly understood that in the exigency of circumstances the details of works and the design and specification may have to be altered appreciably and item of works not mentioned in the detailed estimate of the tender form may have to be included. The contract shall remain unaffected by such alteration and/or additions and the successful tender shall be bound to execute the work as specifications so altered, at the rate quoted by him, provided, however, the tenderer shall not be bound to undertake the supplementary work (in terms of value) in case of value of the work exceeds the tender amount by more than 50% and the tender at the desecration of the undersigned may be allowed to undertake the supplementary work in such case only when the tenderer agrees to undertake the said supplementary works at the rate mentioned herein above.

- (b) Purpose of drawing and specification conformance there to :-

The contract drawings read with the contract specification are intended to show and explain the manner of execution the work and to indicate type and class of material to be used.

The works shall be carried out in accordance with the direction of the Divisional Forest Officer, Jalpaiguri Division.

It shall be the responsibility of the contractor to promptly bring to the notice of the Divisional Forest Officer any error or discrepancy in the contract documents and obtained in order thereon. In case any feature of the works is not fully described and set forth in drawings and specification, the contractor shall forthwith apply to the Divisional Forest Officer for further instruction, drawing specification.

- (c) Modification: -

The Divisional Forest Officer may order for modifications at any time before completion of the works. No modification shall be made unless the Divisional Forest Officer issues revised plan and or written instructions or both.

16. Signed drawing no authority to contractor: -

Signed drawing alone shall not be deemed to be an order for work unless entered in the agreement or schedule or drawing under proper attestation of the contractor and the Divisional Forest Officer or unless it has been sent to the contractor by the Divisional Forest Officer with a covering letter confirming that the drawing is an authority or work in contract.

17. The successful tenderers in any case shall have no claim for compensation on the ground that the total work in each item given to him and or done by him is in short or in excess of the estimated volume of work against the correspondence item as mentioned in the relevant details estimate as indicated in the schedule of the tender form.

18. Divisional Forest Officer's Decision: -

The contractor shall execute and mention the work in strict accordance with the contract to the satisfaction of the Divisional Forest Officer and shall comply with and adhere strictly to the instruction of the Divisional Forest Officer and direction on any matter whether mentioned in contract or not touching or concerning the work. The contractor shall take instructions and direction only from the Divisional Forest Officer or his representative duly authorised by the Divisional Forest Officer.

19. Workmen shall require being paid minimum wages as per relevant Government Order or instruction in force. Forest Villagers near the site of the work shall have to be given preference in employment when they are willing to do this work.

20. Notice and instructions: -

The contractor shall furnish the postal address of his site office and any notice or instructions to be given to the contractor under the terms of the contract shall be deemed to have been served if it has been delivered to his authorised agent or representative at site, or sent by registered letter to the site office, not to the address of the firm last provided by the contractor.

21. The successful tenderer shall have to supply all the materials necessary for the work except those mentioned in the enclosed Schedule of works of the tender form.

22. Materials and workmanship: -

All materials, articles and workmanship shall be as specified and in accordance with the instructions of the Divisional Forest Officer, Jalpaiguri Division.

The Contractor shall without extra cost provide sample and arrange for the testing of materials and inspection of the works.

The Divisional Forest Officer may reject at any stage any work, which he considers to be defective in quality and he shall not be debarred from rejecting the work materials by reason and having previously passed them as in unworkable condition. Any portion of the work of material rejection shall be removed from the work site at the contractor's expense, upon written instructions to that effect by the Divisional Forest Officer, Jalpaiguri Division. Replacement of such work of materials shall be made at the Contractors expense.

In lieu of removing the materials of work which are in accordance with the contract, the Divisional Forest Officer, Jalpaiguri Division allowed such materials of work to remain, and in that case such work may be paid at the reduced rates as may be decided by the Divisional Forest Officer, Jalpaiguri Division.

23. The successful tenderers have no claim to any compensation in case of work under this project or part thereof has been abandoned prematurely on account of order of the higher authority and on account of non availability of the material specified to be supplied by the Forest Directorate as mentioned in or on account of natural calamity or under any order circumstances beyond control.

On completion of the entire work the contractor will submit his final bill along with a certificate by the concerned Range Officer of such completion. Payment of this bill shall not be considered conclusive evidence as to the sufficiency of any work or materials or correctness of measurement to which it relates, nor shall it relive the contractor from his liability arising from any defect.

No interim payments or advance payments will be made. All payments will be made by cheque.

24. During the course of the contract period, deduction of Income Tax and VAT/Sales Tax of gross amount of each bill in excess of Rs.5,000/- shall be made at the rate prescribed.

25. The successful tenderers shall not assign the agreement or sublet any portion of the works. The successful tenderers may however, appoint any authorised representative in respect of one or more of the following: -

- a) General day to day measurement of work.
- b) To requisition materials, articles, etc. if any, (Provided the same is mentioned in the estimate) to be supplied by the Forest Directorate and to receive the same and sign as received thereof.
- c) To attend measurements when taken by officers of Forest Directorate and sign the records of such measurement.

26. The contractor shall arrange for the safety of his plant and people in his operation as required. In case the contractor fails to make such arrangements the Divisional Forest Officer, Jalpaiguri Division shall be entitled to cause them to be provided and to recover the cost thereof from the contractor.

For any accident accruing to any work men employed by the successful tenderers, entitling the work men or his dependants for claim of compensation under the work, means compensation act or any other action under any other law, the successful tenderers, not the Forest Directorate shall be liable for such compensation or action, in the case the Directorate is put to any loss or to expenditure on any accounts as mentioned in this Para, the successful tender shall be bound to compensate and or re-imbrue the Forest Directorate.

The undersigned shall also not be liable to compensate for any damage done by the natural calamities or party during execution of work.

27. In the event of any damage done to the Roads, telephone lines, electric lines or any other installation or property either belonging to the Government of West Bengal or to a private party in course of execution of works, the successful tenderers concerned shall be liable to compensate for the losses.

28. Any sum that may become due & payable to the successful tender or & the amount deposited as Security Deposit or any part thereof may be appropriated by the Forest Directorate in payment towards any amount that may become payable by the successful tenderers to the Forest Directorate under the provisions if any other contract entered in by the successful tenderers with the Forest Directorate.

No advantage should be taken or any clerical or typographical error at any stage of the work by the tenderers.

The terms & conditions of tender mentioned herein above shall be deemed to Form a part of the agreement itself which shall have to be executed by the successful tenderer after confirmation about the acceptance of tender as set forth in clause 14 herein above unless they are repugnant to the context.

29. The undersigned will have all right to change the number of units and its locations however the same will be within the jurisdiction of Jalpaiguri Division.
30. The tender is provisional and is subject to the availability of funds from the Government and may be cancelled even if all formalities are over without assigning any reasons. The decision of tendering authority will be final.
31. The part or entire running work thereof of the successful bidder is liable to be stopped if on inspection the work of successful bidder is not found to conform with the specification mentioned in schedule.
32. **(The rate is to be quoted on percentage basis on the total estimated value of the work i.e. at per. percentage above or less, both in figures and in words – in case of building / construction works)**
33. Un-skilled labourers to be engaged from the local Village/ FPC.
34. The work order will be issued on receipt of the administrative and financial sanction from the Government.
35. The work is subject to the sanction and approval of the appropriate authority.
36. No tenderer will be allowed to participate in more than two project under the scheme.

**Sd/-**  
Divisional Forest Officer,  
Jalpaiguri Division.

**Memo No. 151 / 2-95**

**Date :- 10.01.2012**

Copy forwarded for information with a request for wide circulation, to:

1. The Sabhadhipati, Jalpaiguri Zilla Parishad, Jalpaiguri.
2. The Conservator of Forests, Northern Circle, West Bengal.
3. The District Magistrate, Jalpaiguri.
4. The Executive Engineer, Public Works Department, Jalpaiguri Division.
5. The Project Officer cum Dist. Welfare Officer, Bachward Class Welfare, Jalpaiguri.
6. All territorial Range Officers, Jalpaiguri Division, Jalpaiguri Division for information and taking necessary action. They are requested to forward a photo copy of the same to the concerning Panchayet Samity for wide circulation. Copy should be displayed at Range Office Notice Board.
7. Copy for Notice Board, Jalpaiguri Divn.

**Sd/-**  
Divisional Forest Officer,  
Jalpaiguri Division.