



Office of the Divisional Manager, Darjeeling Forest Corporation Division,
West Bengal Forest Development Corporation Limited

Notice Inviting for e-tender for Carriage of Round Timber logs including loading & unloading charges from different depots of Baikunthapur, Jalpaiguri, Raiganj & Malda Forest Divisions to Salugarah Saw Mill Under Darjeeling Forest Corporation Division, West Bengal Forest Development Corporation Limited.

Notice Inviting Tender No.: 02/17-7(Vol-5)/Carriage of Round Timber/23-24 (3rd Call)



Office of the Divisional Manager, Darjeeling Forest Corporation
Division West Bengal Forest Development Corp. Ltd.
Govt Saw Mill Road, Mahananda para, Siliguri-734005
e-mail: dfcd@wbfdc.com, visit us: www.wbfdc.com

Memo No. 1884/17-7(Vol-5)/23-24

Date: 02.01.2024

E- Notice Inviting Tender No: 02/17-7(Vol-5)/Carriage of Round Timber/23-24 (3rd Call)

Tender for Carriage of Round Timber logs including loading & unloading charges from different depots of Baikunthapur, Jalpaiguri, Raiganj & Malda Forest Divisions to Salugarah Saw Mill Under Darjeeling Forest Corporation Division, West Bengal Forest Development Corporation Limited.

The Divisional Manager, Darjeeling Forest Corporation Division, WBFDCCL invites e-tenders for the following work(s) from as detailed in the table below. [Collection (downloading) and Submission (uploading) of Tender can be made online through the website <https://wbtenders.gov.in> only].

Sl. No.	From / Depots of following Divisions	To	Rate quoted per kilometer (excluding GST)
1	Baikunthapur & Jalpaiguri	Salugarah Saw Mill	
2	Raiganj & Malda	Salugarah Saw Mill	

Name of Project	Estimated Amount Put to tender (Rs.)	Amount of Earnest Money to be deposited (Rs.)	Cost of tender documents (Tender Fees, in Rs.)	Period of Completion of the work
Carriage of Round Timber logs including loading & unloading charges from different depots of Baikunthapur, Jalpaiguri, Raiganj & Malda Forest Divisions to Salugarah Saw Mill Under Darjeeling Forest Corporation Division, West Bengal Forest Development Corporation Limited.	Item Rate Tender	18,000.00	NIL	Within 31.03.2024

The Divisional Manager, Darjeeling Forest Corporation Division, WBFDCCL reserves the right to cancel any work without assigning any reason thereof.

In the event of e-filling, intending bidder may download the tender documents from the website <https://wbtenders.gov.in> directly with the help of Digital signature Certificate.

- a) Tenderer will select the tender to bid and initiate payment modes (vide Finance Department Memorandum no. 3975-F(Y) Dated 28/07/2016)
- Net banking (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI Bank Payment gateway.
 - RTGS/NEFT in case of offline payment through bank accounts in any bank.
- b) Exemption of any kind for any of the eligible bidder towards cost of EMD will be according to
- 4245-F(Y) dated 28th May 2013 issued by Finance Department, Audit Branch, Government of West Bengal.
 - 815-F(Y) dated 23.02.2023 issued by Finance Department, Audit Branch, Government of West Bengal.

Schedule of Dates:

Sl. No.	Particulars	Date & Time
1	Date of uploading N.I.T. Documents – Online (Publishing Date)	04.01.2024 at 10:00 AM
2	Documents download start date (Online)	04.01.2024 from 10:00 AM
3	Documents download end date (Online)	17.01.2024 up to 03:00 PM
4	Bid submission start date (Online)	04.01.2024 from 10:00 AM
5	Bid submission closing date (Online)	17.01.2024 up to 03:00 PM
6	Bid opening date for Technical Proposal (Online)	19.01.2024 up to 03:00 PM
7	Date of uploading technically qualified bidders (Online)	To be notified in due course
8	Date of opening Financial Bids (Online)	To be notified in due course

Note:

- 1) In case of any unscheduled holiday or on days of Bandh or natural calamity on the aforesaid dates, the next working day will be treated as scheduled / prescribed date for the same purpose.
- 2) The Tender Inviting Authority may change the venue of opening the Technical or Financial Bids in case of exigent circumstances like breakdown of communications link or conditions of force majeure.
- 3) The Tender Inviting Authority reserves the right to defer the date of opening of either Technical or Financial Proposal or both, if required.

INSTRUCTION TO BIDDERS (ITB)**Section – A****1. General Guidance for e-Tendering**

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

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.

Digital Signature Certificate (DSC)

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

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.

Participation in more than one work

A prospective bidder shall be allowed in the job either in the capacity of individual or as a partner of a firm or registered company.

2. Submission of Tenders:**General process of submission:**

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

Technical Proposal

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

A. Technical File (Statutory Cover) containing

- i. NOTICE INVITING TENDER (NIT) (to be submitted in “NIT” Folder).
- ii. Section B (Form I, Form II, Form III and AFFIDAVIT – Y) (to be submitted in “FORMS” Folder).
- iii. Instructions to Bidders. (to be submitted in “ITB” Folder)
- iv. General Terms & Conditions of Contract. (to be submitted in “GT AND CC” Folder)
- v. Technical Specification. (to be submitted in “TS ” Folder)
- vi. Drawing if Any to (“DRAWING” Folder)

Note: Tender document may be downloaded from website & submission of Technical Bid/Financial Bid as per Tender Schedule

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

B. My Document (Non-Statutory Cover)

Sl. No.	Category Name	Sub-Category Description	Document Name	
A.	CERTIFICATES	CERTIFICATES	(For details see Clause 3 of ITB & relevant clauses of NIT)	
			1	Up to date Professional Tax deposit receipt challan
			2	Updated GST Registration Certificate.
			3	I.T.R. (last 3years)
			4	I.T. PAN Card,
			5	Aadhar Card
			6	Enlistment Certificate/ Trade License for forestry or allied works <i>and/or any type of carriage work in forestry/non forestry sector</i>
7	All up-to-date documents regarding taxes and charges as applicable			
B.	COMPANY DETAILS	COMPANY DETAILS	1	Proprietorship Firm - Trade Licence.
			2	Partnership Firm - Registered Partnership Deed, Registered Power of Attorney, Trade licence.
			3	Pvt. Ltd. Company - Registration Certificate under Company's Act, MOA & AOA, Registered Power of Attorney, Trade licence.
			4	Labour Co-operative Societies Limited
C.	CREDENTIAL	CREDENTIAL	1	<p><i>(i) Intending tenderers should produce a single credential of completed Forestry and Allied Work and/or any type of carriage work in forestry/non forestry sector of the minimum value of Rs.1,80,000.00 during 5 years prior to the date of issue of tender notice.</i></p> <p style="text-align: center;"><i>or</i></p> <p><i>(ii) intending tenderers should produce credentials of one single running work of similar nature which has been completed to the extent of 70% or more and value of which is not less than the desired value at (i) above.</i></p> <p><i>In case of running work only those tenderers who will submit the certificate of satisfactory running works from the Concerned Executive Engineer/ Divisional Forest Officer or equivalent Competent Authority will be eligible for the tender.</i></p> <p><i>In the required Certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executed agency, i.e., the tenderer.</i></p> <p><i>Terms and conditions of credential:-</i></p> <ul style="list-style-type: none"> • <i>Payment certificate will not be treated as credential.</i> • <i>Credential certificate issued by the Executive Engineer/Divisional Forest Officer or equivalent Competent Authority of a State/ Central Government, State/ Central Government undertakings, Statutory/ Autonomous bodies constituted under the Central/ State statue, on the executed value of completed/ running work will be taken as credential.</i>

Inclusive of all other Govt. Rules for attending tender.

D.	Declaration	Structure & Organisation	1	Details of structure and organisation Section B Form III
		AFFIDAVIT-Y	2	An affidavit made that no adverse report against the bidder

2.3. Financial Proposal

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

3. Eligibility Criteria for participation in tender:

- (a) The bidder should have all necessary permission, registration and license as applicable. The bidder should have valid PAN, GSTIN Registration,
- (b) All categories of prospective Tenderers shall have to submit valid and up to date Professional Tax receipt challan, GST registration certificate, Income Tax Return Acknowledgement receipt for last 3 years, PAN card issued by Income Tax Department in respect of the prospective tenderer.
- (c) i) Bidders are required to have GST registration with the State of West Bengal.
ii) Bidders are required to have Professional Tax registration with the State of West Bengal.
- (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 State/ Central Government, State /Central Government undertaking, Statutory/ Autonomous bodies constituted under the Central/ State statute during the last 5 (five) years prior to the date of this NIT. Such debarring will be considered as disqualification towards eligibility. (A declaration in this respect has to be furnished by the prospective bidders as per prescribed format in non-judicial stamp paper, must be uploaded with both sides of Stamp Paper - Affidavit-Y). [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) 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.
- (i) Joint Ventures not allowed.
- (j) 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.

(k) Conditional / Incomplete Tender will not be accepted under any circumstances.

(i) *Intending tenderers should produce a single credential of completed Forestry and Allied Work and/or any type of carriage work in forestry/non forestry sector of the minimum value of Rs.1,80,000.00 during 5 years prior to the date of issue of tender notice.*

or

(iii) *intending tenderers should produce credentials of one single running work of similar nature which has been completed to the extent of 70% or more and value of which is not less than the desired value at (i) above.*

In case of running work only those tenderers who will submit the certificate of satisfactory running works from the Concerned Executive Engineer/ Divisional Forest Officer or equivalent Competent Authority will be eligible for the tender. In the required Certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executed agency, i.e., the tenderer.

Terms and conditions of credential:-

(l) *Payment certificate will not be treated as credential.*

(m) *Credential certificate issued by the Executive Engineer/Divisional Forest Officer or equivalent Competent Authority of a State/ Central Government, State/ Central Government undertakings, Statutory/ Autonomous bodies constituted under the Central/ State statute, on the executed value of completed/ running work will be taken as credential.*

(n) Absence of any of these details / lack of proof or lack of sufficient documents to substantiate the above shall make the Tenderer / Bidder ineligible for further consideration. During the process of evaluation, if Tender Inviting Authority finds that there are any wrong details, mis-representation or false declarations given by the Tenderer / Bidder, the Tender Inviting Authority shall have the right to disqualify and / or black list the firm and take other action as deemed necessary.

(o) Tenderers has to produce duly self-attested supporting documents/certificate from the employer/client with whom they have worked. Audited Balance Sheet and P & L accounts duly certified by the Chartered Accountant (online).

(p) The bid submission by an intending tenderer who is already blacklisted in any State/Central Government, State / Central Government Undertaking, Statutory/ Autonomous bodies constituted under the Central/ State Statute will not be entertained.

(q) All the participants have to upload undertaking that they do not have any litigation that past or present with any Govt. / PSU / Semi-Govt. Organisation of the State.

(r) The eligibility of a bidder will be ascertained on the basis of the attached documents uploaded using digital signature in support of the minimum criteria and the declaration executed through prescribed affidavit in non-judicial stamp paper (must be upload both sides of Stamp Paper) of appropriate value duly notarised. If any documents submitted by a bidder is either manufacture or false, in such cases, the eligibility of the bidder/tenderer will be out rightly rejected at any stage without any prejudice.

(s) No tenderer 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.

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 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:

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 or at a later stage, 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.

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 The Managing Director , WBFDC & Divisional Forest Officer, Darjeeling Forest Corporation Division, may upload the final summary result containing inter- alia, name of contractors and the rates quoted by them against each work.

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

Action will be taken in accordance with finance department, Audit Branch, Group – T, memo no. 2320 – FCY, dated 07.06.2022

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..

10. Grounds for Suspension and Debarment

The procedure as laid down below shall govern the suspension/debarment of Suppliers/Contractors/Consultants (Contractors for brevity) involved in WBFDC Ltd. procurement for offences or violations committed during competitive bidding and contract implementation, for the works.

(1) Submission of eligibility requirements containing false information or falsified documents.

(2) Submission of Bids that contain false information or falsified documents, or the concealment of such information in the Bids in order to influence the outcome of eligibility screening or any other stage of the bidding process.

(3) Unauthorized use of one's name/digital signature certificate for the purpose of bidding process.

(4) Any documented unsolicited attempt by a bidder unduly influencing the outcome of the bidding in his favour.

(5) Refusal or failure to post a self-declaration to the effect of any previous debarment imposed by any other department of State Government and/or Central Government.

(6) All other acts that tend to defeat the purpose of the competitive bidding such as lodging false complain about any Bidder, lodging false complain about any Officer duly authorized by the Department, restraining any interested bidder to participate in the bidding process, etc.

(7) Whenever adverse reports related to adverse performance, misbehaviour, direct or indirect involvement in threatening, making false complaints etc. damaging the reputation of the department or any other type complaint considered fit by the competent authority of the department, are received from more than one Officer or on more than one occasion from individual Officer.

(8) Refusal or failure to post the required performance security / earnest money within the prescribed time without justifiable cause.

(9) Failure in deployment of Technical Personnel, Engineers and/or Work Supervisor having requisite license / supervisor certificate of competency as specified in the contract.

(10) Refusal to accept the work order after issuance of "Letter of Acceptance" or enter into contract with the Government without justifiable cause.

(11) Failure of the Contractor, due solely to his fault or negligence, to mobilize and start work or performance within the specified period as mentioned in the "Letter of Acceptance", "Letter of Acceptance cum Work Order", "Work Order", "Notice to Proceed", "Award of Contract", etc.

(12) Failure by the Contractor to fully and faithfully comply with its contractual obligations without valid cause, or failure by the Contractor to comply with any written lawful instruction of the Procuring Entity/Authority (the Officer authorized by The Managing Director, WBFDC & Divisional Manager, Darjeeling Forest Corporation Division, for procurement) or its representative(s) pursuant to the implementation of the contract.

(13) For the execution of Contracts, poor performance by the Contractor of his services arising from his fault or negligence. Any of the following acts by the Contractor shall be construed as poor performance.

(i) Non deployment of competent work supervisors;

(ii) Non-deployment of committed equipment, facilities, support staff and manpower;

(14) Wilful or deliberate abandonment or non-performance of the project or Contract by the Contractor resulting in substantial breach thereof without lawful and/or just cause.

CATEGORY OF OFFENCE :-

(A) First degree of offence: 1 to 14 of the above Clause-10 to be considered as First degree of offence.

(B) Second degree of offence: Any one of the offences as mentioned under Clause-10 above, committed by a particular Bidder/Contractor on more than one occasion, be considered as Second degree of offence.

In addition to the penalty of suspension/debarment, the bid security / earnest money posted by the concerned Bidder or prospective Bidder shall also be forfeited.

PENALTY FOR OFFENCE :-

- (I) For committing First degree of offence: Disqualifying a Bidder from participating in any assignment process under West Bengal Forest Development Corporation Limited up to 2 (two) years.
- (II) For committing Second degree of offence: Disqualifying a Bidder from participating in any assignment process under the West Bengal Forest Development Corporation Limited up to 3 (three) years.

11. Earnest Money Deposit (EMD):

a) Earnest Money payment:

- i. Net banking (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI Bank Payment gateway.
- ii. RTGS/NEFT in case of offline payment through bank accounts in any bank.

b) Exemption of any kind for any of the eligible bidder towards cost of EMD will be according to

- i. 4245-F(Y) dated 28th May 2013 issued by Finance Department, Audit Branch, Government of West Bengal.
- ii. 815- F(Y) dated 23.02.2023 issued by Finance Department, Audit Branch, Government of West Bengal.

c) Refund of EMD: The EMD of the unsuccessful Tenderer will be refunded as per notification issued by Finance Department, Government of West Bengal, Memo no. 3975-F(Y) dated 28/07/2016.

d) Intending Tenderers should download the Tender Documents from the website <http://wbtenders.gov.in> directly with the help of Digital Signature Certificate.

e) Both Technical Bid and Financial Bid should be submitted duly digitally signed by the Tenderer through the website <http://wbtenders.gov.in> as per the 'Date & Time Schedule' stated in this N.I.T. (Details of which has been narrated in 'Instruction to Bidders')

12. 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 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 Managing Director, Wbfdcl & Divisional Manager., Darjeeling Forest Corporation Division, 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.
- (e) The acceptance of the tender rests Managing Director, Wbfdcl & Divisional Manager., Darjeeling Forest Corporation Division, 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.
- (f) The Contractor/Bidder should see the site of works and Tender Documents, Drawings etc. before submitting e-Tender and satisfy himself/herself regarding the condition and nature of works and ascertain difficulties that might be encountered in executing the work, carrying materials to/from the site of work, availability of drinking water and other human requirements & security etc..

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

14. The selected contractor shall apply to The Divisional Manager, Darjeeling Forest Corporation Division, Wbfdcl for seeking permission for utilization of land at the close proximity of the site for arranging required (if any) plant & machineries, store of materials, labour shed 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 Managing Director, Wbfdcl. Once an order to the effect is issued The Managing Director, Wbfdcl in this regard, it shall be brought to effect by the contractor without contest.

15. Validity of Bids:

Generally, Bids will be valid for 120 days from the date of opening of the financial proposal. However, extension of bid validity may be suitably considered by the Tender Inviting Authority, if required, subject to obtaining a written confirmation of the contractor/bidder(s) to that effect. Withdrawal of e-Tender once the bid has been submitted online and after passing of end date for submission which has been accepted for further processing is not allowed. EMD will be forfeited by The Managing director, West Bengal Forest Development Corporation Limited and the bidder/contractor shall be penalized in terms of provisions in the notice of the tender (Sl. 10 of ITB).

16. 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.

17. Cancellation of Tender:

Managing Director, WBFDC Ltd. reserves the right to cancel this N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.

18. Security Deposit:

While making any payment to the contractor whose tender has been accepted for work done under the contract, the authority making payment shall deduct such sum which together with the Earnest Money already deposited and converted into security deposit, shall amount to 10% of the value of works executed at the material point of time and paid during the progressive running accounts bills, so that total deduction together with Earnest Money constitute 10% of the tendered value of work actually done.

19. Deduction of Taxes Etc.:

Deduction of Income Tax & other taxes from the Contractors Bill will be made as per existing govt. rules.

20. 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. N.I.T.
- c. Estimate
- d. General Terms and Conditions
- e. Instructions to Bidders

21. Canvassing in connection with the tender is strictly prohibited.

22. Site of work may be handed over to the successful Tenderer along with the work order or in a phase wise manner as deemed fit by The Managing Director, WBFDC. No claim in this regard will be entertained.

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

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 work etc.

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. A Tenderer is to quote rate in figures as well as in words, his rates in the BOQ as applicable in his cases

27. 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.

28. 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.

29. It must be clearly understood that the quantities of the various items indicated in the estimate is approximate only and may be appreciably increased or decreased during actual execution. The contractor shall remain effected by alteration.

30. The successful tenderer shall have to comply with the provision of the Minimum Wages Act, 1948 (d) and the subsequent amendments thereof.

31. Work order will be issued subject to availability of fund, administrative approval and financial sanction from the competent authority.

32. All Transit Pass Rules , NTPS rules & all Forest Acts rules in vogue should be obeyed during the carriage of the timber.

Divisional Manager
Darjeeling Forest Corporation Division
West Bengal Forest Development Corporation Limited

Memo No. 1884/17-7(Vol-5)/23-24

Date: 02.01.2024

Copy forwarded for kind information to: -

- 1) The Managing Director, West Bengal Forest Development Corp. Ltd.
- 2) The General Manager (HQ), West Bengal Forest Development Corp. Ltd.
- 3) The General Manager (North), West Bengal Forest Development Corp. Ltd.
- 4) The Guard File
- 5) Notice Board

Divisional Manager
Darjeeling Forest Corporation Division
West Bengal Forest Development Corporation Limited

Section – B
FORM-I
APPLICATION
N

(To be submitted in the original letterhead of The Firm/Company)

To,
Divisional Manager,
Darjeeling Forest Corporation Division,
West Bengal Forest Development Corporation Limited

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

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

Dear Sir / Madam,

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

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

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

I/We understand that

- (a) Tender Inviting Authority and Accepting Authority can amend the scope and value of the contract bid under this 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:_____

Authorized signatory of the firm/company:_____

Title & Capacity of the officer:_____

Name of the Firm with Seal:_____

Section-B
FORM II
(TO BE FILLED UP BY TENDERER)
(To be submitted in the original letterhead of The Firm/Company)

To,
Divisional Manager,
Darjeeling Forest Corporation Division,
West Bengal Forest Development Corporation Limited

Dear Sir/ Madam,

Ref:-

Tender Reference No.

1. I/We refer to the tender notice issued by you for the work ofin _____ division vide tender reference no. _____ mentioned above.
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 within days.
3. _____ I/ We have deposited the earnest money of Rs. _____ only which, I/ We note that deposited EMD, will not bear any interest and is liable for forfeiture-
 - (i) If our offer is withdrawn within the validity period of acceptance.
 - (ii) If the contract is not executed within 7 days from the date of receipt of the letter of acceptance.
Or
 - (iii) If the work is not commenced within 7 days after issue of work order/ handing over of the site whichever is later.
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 Proprietor/Partners/Directors of the Firm/Company:

1)_____.

2)_____.

Section – B
FORM – III
STRUCTURE AND ORGANISATION
(To be submitted in the original letterhead of The Firm/Company)

Name of the applicant (Tenderer):

Office Address:

Telephone No.:

Fax No.:

e-mail :

Name and address of Bankers:

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

Date: _____

Authorized signatory of the Firm/Company: _____

Title & Capacity of the officer: _____

Name of the Firm with Seal: _____

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

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/ Company _____ nor
- (III) any of constituent partners had been debarred to participate in tender by State/ Central Government, State /Central Government undertaking, Statutory/ Autonomous bodies constituted under the Central/ State statute 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 publication of this N.I.T.
- (IV) The undersigned would authorize and request any Bank, person, Firm, or Corporation to furnish pertinent information as deemed necessary and/or as requested by The Divisional Manager, Darjeeling Forest Corporation Division, West Bengal Forest Development Corporation Limited herein referred to as the Tender Inviting & Accepting Authority, to verify this statement.
- (V) 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.
- (VI) I don't have any litigation in past or present with any Govt./PSU/Semi- Govt. Organisation of State/Central Government
- (VII) I or any of my constituent partner shall neither have abandoned any work nor any of our contract have been rescinded during the last 5 (five) years from the date of publication of this NIQ. Such abandonment or recession will be considered as disqualification towards eligibility.

Date: _____

Authorized signatory of the Firm/Company: _____

Title & Capacity of the officer: _____

Name of the Firm with Seal: _____

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 The Managing Director Wbfdcl & Darjeeling Forest Corporation Division 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 Managing Director Wbfdcl, Wbfdcl & Divisional Forest Officer, Darjeeling Forest Corporation Division.
- (III) CONTRACTOR shall mean the firm or company or person 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 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, and correspondences by which the contract is added, amended, valued of modified in any way by mutual consent.
- (I) 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.
- (II) THE WORKS shall mean the work or works to be executed or done under this contract.
- (III) The SPECIFICATION shall include the plantation specification and general specifications forming part of this contract.
- (IV) The SCHEDULE OF QUANTITIES, BILL OF QUANTITIES shall mean the Schedule or Quantities as specified and forming part of contract.
- (V) The PRICED SCHEDULE OR QUANTITIES shall mean the schedule duly priced.
- (VI) 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.
- (VII) 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 plantation in the opinion of the Tender Inviting Authority; completed in all respect.
- (VIII) 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:

Scope of work/supply includes furnishing all materials, labour, tools, machinery and equipment and management necessary for and incidental to the completion of the work. Mechanisation as approved by the Employer is preferred. 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.

3. Deviations:

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

4. Sub-contract:

Sub-contracting not allowed.

5. Agreement:

The successful Tenderer shall have to enter into an agreement with the Employer. Stamp duty and all other costs connected with execution of such agreement shall be borne by the successful Tenderers.

6. Materials:

The selected Contractor must arrange to procure all materials required for the proper completion of the work. The Employer will not on any account be responsible for procuring the same. The non-availability of the above materials shall not in any way be considered to be an excuse for the extension of time.

7. Payment:

While making any payment to the contractor, initially only 80% of approved bill amount will be paid. The contractor shall have to make full payment of applied GST on approved bill amount and the contractor shall have to submit the GSTR – 1 and GSTR- 3B against paid GST. Once Darjeeling Forest Corporation Division, WBFDC is available to take input tax credit in GSTR-2B then immediately the contractor will get balanced 20% of approved bill amount. If the contractor fails to deposit the GST amount of approved bill/does not submit GSTR- I and GSTR 3B, withheld 20% approved bill amount will be forfeited.

Other terms will be defined at the time of signing of agreement.

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, GST, Octroi etc.

9. Damage to Persons and Property/Insurance in respect of:

The Contractor shall be responsible for all injury to persons/labourers, animals or things, and for all damage to the plantation/or adjacent forest property which may arise from the operations or neglect of himself whether such injury or damage arises from carelessness, accident or any other cause whatever in any way connected with the carrying out of his contract. This clause shall be held to include, internally, any damage to plantation, whether immediately adjacent or otherwise and any damage to roads, footpaths, bridges or ways forming the subject of this contract by frost, rain, wind or other inclemency of the weather.

The contractor shall indemnify the employer and hold them harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of Government or otherwise and also in respect of any award or compensation or the Contractor shall restore and repair all damage of every sort mentioned in this clause so as to deliver up to the whole of contract works complete and perfect in every respect so as to make good or otherwise satisfy all claims for damage to the property of the third parties. The contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense arrange to effect and maintain, until the completion of the contract with any approved Insurance Company, a policy of insurance in the joint policy or policies with the Employer from time to time during the currency of this contract, and shall duly and punctually pay the premium payable thereof and if so required produce receipts for such payments, for the inspection of the Employer. The Contractor shall also indemnify the Employer against all claims which may be made upon the Employer, whether under the workman's Compensation Act or any other Statute in force during the currency of this contract or common law in respect of any injury to any of the contractor's or /and sub-contractor workmen or labour and shall at his own expense effect and maintain until the completion of the contract.

10. Settlement of Dispute, Arbitration:

Except where otherwise provided in the Contract, all questions and disputes relating to the meaning of the specifications, designs, and instruction herein before mentioned and as to the quality of 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, 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 Managing Director, WBFDC Ltd.

Divisional Manager
Darjeeling Forest Corporation Division
West Bengal Forest Development Corporation Limited

Special Terms & Conditions

1.
 - a) Contractors should have all conditions vehicles, skilful drivers and preliminary tools for temporary repairing of their vehicles or such other problems.
 - b) Routes of transport will be finalised by the concerned Range Manager only and no diversion will be allowed without his prior permission. Even if any diversion done, no extra cost will be paid at all under any circumstances.
 - c) The vehicle should be registered as Commercial Vehicle with competent Authority with permission to ply within the State West Bengal.
 - d) The contractor should take care of all repairing/ maintenance of vehicle, with all applicable comprehensive insurance coverage and premium paid up to date, having valid pollution under control certificate, conforming to the latest requirements of the Transport Department of the Government of West Bengal. All incidental expenses including taxes, penalty, fine, parking fees etc. are to be borne by the vendor.
 - e) The contractor will be responsible for loss/damage to property or life because of negligence of driver of poor maintenance of vehicle or due to an accident. WBFDC Ltd. would not be responsible of loss /damage to property or life on account of such incident.
 - f) If produces gets depreciated/ damaged /destroyed/theft due to poor maintenance or negligence during transportations, recovery will be made from the tenderer as per current schedule of Rates of Directorate of Forests, Government of West Bengal including necessary penalties/ fines as the undersigned deemed fit.
 - g) Vehicles doing the carriage should be in good working condition. Drivers must have valid driving licence and the vehicle should have fitness certificate issued by a competent authority.
 - h) The products in the loaded vehicle should be tied properly so that any mishap can be avoided during the carriage. No over loading under any circumstances are allowed.
2. The contractor shall be required to depute a literate representative other than the Drivers of the vehicle on all working days to ensure that the working is being carried out as per the terms of the contract. His assistance would also be required by the staff of the Corporation in the matter of issuing I.T.C.
3. In case of implementation of the works at field, the decision of the Range Manager or his authorized persons or any of his superior officers shall be final and binding on the successful bidders implementing the works at field.

Divisional Manager
Darjeeling Forest Corporation Division
West Bengal Forest Development Corporation Limited