Sealed tenders are invited from bonafide experienced and reliable Contractors for execution of the works as detailed in the Schedule attached herewith subject to the following conditions. Tenders should be addressed by post or courier to the office of the undersigned by name as well as by Official designation (Sri Arup Mukherjee, W.B.F.S., Head, Kharagpur D.M.U.), Divisional Forest Office, P.O-Hijli Co-op. Society, Kharagpur, Paschim Medinipur, Pin 721306 superscribing against Tender Notice No..............................”.

**SCHEDULE – I**

<table>
<thead>
<tr>
<th>FMU/Range</th>
<th>Beat</th>
<th>JFMC</th>
<th>Item of works</th>
<th>Place of work</th>
<th>Estimate Cost (Excluding GST)</th>
<th>Time of Completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nayagram</td>
<td>Panchkahania</td>
<td>Barakhari</td>
<td>Construction of Mid-Day Meal Shed</td>
<td>Barakhari JFMC (As per direction of member secretary of concerned JMFC)</td>
<td>Rs. 1,25,813.00</td>
<td>20 days from the issuance of work order</td>
</tr>
</tbody>
</table>

Head
Kharagpur DMU
SCHEDULE-II

1. Amount of Tender Money (Earnest Money): 2% of Estimated Cost

2. Amount of Security Money: 10% of Accepted Tender Value

3. Tender Paper Cost: Rs. 750/- (Rupees Seven Hundred Fifty) only.

<table>
<thead>
<tr>
<th>Key Activities</th>
<th>Date</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of beginning sale of Tender Papers</td>
<td>09.12.2019</td>
<td>10:30 AM</td>
</tr>
<tr>
<td>Date of closing sale of Tender Papers</td>
<td>17.12.2019</td>
<td>05:30 PM</td>
</tr>
<tr>
<td>Last Date of Submission for Tender Paper</td>
<td>18.12.2019</td>
<td>05:30 PM</td>
</tr>
<tr>
<td>Date of Opening Technical Bids</td>
<td>19.12.2019</td>
<td>03:00 PM</td>
</tr>
<tr>
<td>Date of Opening of Financial Bids</td>
<td></td>
<td>To be notified in due course</td>
</tr>
</tbody>
</table>

TABLE - II

Office from which the tender paper can be purchased in cash only.

Office of The Head, Kharagpur DMU, P.O. – Hijli Cooperative Society, Kharagpur, Pin - 721306
GENERAL TERMS & CONDITIONS

1. Pattern of Tenders: Invitation of Sealed Papers Tenders are indicative in nature. It is being floated in anticipation of administrative approval and subsequent financial sanction. In case of non-availability of such approval the tender shall be cancelled out right without assigning any further causes. Cost of the tender papers, if any, is non refundable in nature. No prayer, in case of such cancellation, shall be entertained under any circumstances. In case of the requisite approval from appropriate authorities also, work order to the successful bidders shall only be issued when fund will be placed and which shall the free from any others encumbrances.

2. The tender shall be made in two bid system is Technical Bid & Financial Bids. Following folders are required to be submitted with a single folder superscripting technical bid.
   a. Company information folder- related all information including audit report, and relevant documents etc.
   b. Financial Credential folder- All experiences related to similar nature of job.

   The technical bids must not contain any pricing information under any circumstances. In such case the tender shall be liable to be cancelled.

3. The Technical bid should be submitted in separate folder other than financial bid. Work of similar nature implemented in a particular financial year (Not more than three years old) shall only be considered to be eligible for technical bid. Other documents such as has GST,P,Tax, IT File, License or Registration as applicable, additional information if any, shall also be uploaded in the folder. The other credential like company details, machinery, technical person, other technical knowhow, as applicable, shall be required to be uploaded. The technical bid must not contain any pricing information.

4. Financial Bid will not be opened unless the information and documents provided in the technical bid are as per the eligibility criteria and as per satisfaction of the undersigned.

   i) Bank details information should be mentioned in Annexure – I for making payments online. This is obligatory.
   ii) Technical documents should be mentioned in Annexure - II
   iii) All Experience related to similar nature of job only work complication report with an abstract mentioned in the Annexure - III
   iv) Financial bid format is given in Annexure IV.
   v) Financial bid must be open inclusive of all taxes.
   vi) Amount quoted more than the estimated cost will not be accepted in general, subject to the discretionary power of the undersigned based on the recommendation of the tender committee constituted for the purpose.

6. Eligibility Criteria: The intending bidders must be having at least 75% of the estimated cost as financial credentials for a Single contract, to be calculated for particular financial year which one is maximum (Not more than three years old) 

Requisite documents such as PAN, VAT, License etc. as applicable as per exiting rules must be submitted in the Technical bids.

7. Similar nature of Job: Generally construction of Community Hall and such other related construction words shall be considered as similar nature of job. However, it shall be the discretionary power of the tender committee and overriding power of the undersigned to consider the job as similar nature or not. No correspondence in these regard shall be entertained under any circumstances.

8. Submission of EMD and Security –The Earnest Money Deposit (E.M.D)& Security Deposit as mentioned in the schedule of tender should be deposited in form of Demand Draft by the Tenderer himself in favour of Head, Kharagpur D.M.U payable at Kharagpur UBI IIT KGP Br. The Security Deposit will be released to the successful contractor/Supplier after 6 (Six) months from the last date of final payment of bill for the work, provided no irregularities are noticed during these period. In case of any irregularities, the security deposit will be forfeited and in addition any legal
action as deemed fit may be initiated. Security deposits shall not be adjusted with EMD. The EMD of the unsuccessful bidders shall be released with 7 (seven) days of completion of basic tender formalities except of L1 & L2 which will be released before issuance of the work order.

10. The undersigned deserves the right to analyze the rate quoted by the intending tenderer at any point of time and for this the undersigned will not bound to show any reason what-so-ever.

11. Tender inviting authority reserve his right of accepting/rejecting any/all intending bidders following the Finance Department G.O No. 925 F(Y) dated 14.02.2017

12. Please be noted that Additional Performance Security @ 10% of the tendered amount shall be obtained from the successful bidder, if the accepted bid value is 80% or less of the estimate put to tender as per Finance Department G.O, No. 4608-F(Y) dated 18.07.2018.

13. Any bidder having any quarry/questions in regard to the plan & estimates of the work should invariably be contacted with the tender inviting authority before submission of their tender. No quarries/questions will not be entertained after submission of the tender.

14. Please be noted all intending bidders vide memo no. 1137-I.R Dt. 14.11.2011 issued by the Chief Secretary to the Govt. of W.B. and subsequent memo no. 5696-F(Y) Dt. 01.10.9 and 4519-F(Y) Dt. 07.08.19 both issued by Addl. Chief Secretary to the Govt. W.B Finance Dept. is enclosed with the Tender Notice.

OTHER TERMS & CONDITION

1. Intending bidders are required to submit an affidavit of either Notary or 1st class magistrate while submitting the technical bids. If the affidavit is not submitting along with the technical bids, the tender submitted by the intending bidders shall liable to be cancelled. But submission of affidavit of the 1st class magistrate is must in case of L1 or successful tenderer before signing the agreement as per the following declaration.
   a. I have read and understood the meaning of the clauses mentioned in the tender notice no. in letter and spirit.
   b. The documents submitted and information provided by me are true to the best of my knowledge and belief.
   c. I shall abide by all the terms & conditions mentioned in the tender notice and such other terms and conditions issued by the tender inviting authority/other appropriate authority time to time for smooth implementation of the works.
   d. In case of any dispute, I vouch that the decision taken by Divisional Forest Officer/Head Kharagpur DMU, Kharagpur Division/DMU shall be final and on appeal, the decision taken by the Principal Chief Conservator of Forests & Chief Project Director, WBFBCP and the Chief conservator of Forests, Western Circle, shall be final & binding upon me.

2. Validity of the tender will be 6 (Six) months from the date of submission of the tender or up to the end of financial year, as may be decided by the appropriate authority.

3. The undersigned reserve the right to place order for work for supply up to 20% more or 20% less of the quantity mentioned in the schedule of the tender.

4. The undersigned reserves the right to cancel the tender, if necessary without assigning any reason whatsoever.

5. The undersigned is not bound to accept the lowest rate quoted by the tenderer and he/she is not bound to assign any reason, whatsoever for such non-acceptance.

6. The undersigned reserves the right to accept the tender only after verifying/testing the sample up to the satisfaction.

7. The undersigned or his representatives i.e. (NGO/Agency) will inspect the total works, take necessary measurement and perform the required tests as and when required. The tenderers should render the required co-operation in this regard.

8. It shall be the discretion power of the undersigned for accepting any prayer for part payment or not, in general no part payment prayer shall be entertained.

9. During the inspection by the undersigned or his representatives, if the quality of the work is not found up to the standard, the contractor/tenderer is found to rectify the work or supply up to the satisfaction of the undersigned or his representative. Otherwise, the work order will be cancelled and the security deposit will be forfeited to the Govt. of West Bengal.

10. The work order will be issued to the successful contractor only after approval of Higher Authority.
11. No extension of time will be allowed for delivery/execution of the work. The tenderer/contractor shall not be considered in default, if delay in delivery/execution occurs due to causes beyond his/her control, such as acts of God, natural calamities, civil wars, fire, strike, frost, floods riot etc. In the event of delay due to such causes, the tenderer may apply to the Divisional Forest Officer/Head Kharagpur DMU, Kharagpur Division/DMU for extension of time for that period. The Divisional Forest Officer, Kharagpur Division/ Head Kharagpur DMU at his own discretion may extend for a length of time equal to the period of force majeure or such period as he think suitable for that or may be cancelled. Such cancellation would be without any liability whatsoever on the part of the undersigned.

12. Materials will have to be procured by the tenderers by themselves following the standard and specification of PWD/PHE Schedules of the district, or as per the specification as decided by the concerned Range Officer or his higher officer, subject to the approval of the undersigned or his sub-ordinate officers. In case of any material supplied by the department, the cost of the such materials will be recovered from the contractor.

13. The tenderers are required to inspect the sites, site plans and specifications of the works before submission of the tender and future ignorance of any such item will not be entertained.

14. All works are required to be carried out as per plan and estimates of the project, subject to the modification by the undersigned at any point of time during execution of the work duly notified to the contractor/supplier, within the project cost.

15. Royalty for any material, if obtained from Forest area, will have to paid by the contractor. Even if the material is procured from other Govt. Deptt's resources, the receipt for payment of such material must be shown and photo copies to be attached with the bill. Extra payment for such payment of Royalty etc. will not be entertained by the undersigned.

16. All tools & plants required for execution of the works should be procured by the contractor at his own cost. The standard of such tools & plants will be as per the specification of the P.W. Dept./P.H.E.

17. Bricks works, cement concrete works & plastering works and similar works which require should be done for the period as prescribed in the P.W.D. Schedule of Rates.

18. In addition to above, before payment the following documents are required to be produced.

   a) Xerox copy of Labour license as per provision of "West Bengal Contract Labour (R&A) Act 1970" for execution of the scheme (original to be shown for verification).

   b) Xerox copy of DCR (with RA Bill/Final Bill -in original to be shown for verification ) as a documentary evidence for payment of Royalty &CESS in Minor minerals or original Challan(s) carrying order (s) mentioning the name of Agency, Tender Notice No. & date received from Govt. Approved Lessee/ Permit holder.

19. The successful tenderer may, however authorize any person to supervise the day to day work, attend the measurement when taken by the undersigned or by his authorized Officer and record his signature on the work measurement note books.

20. Rate offered in the estimate is the final and tenderer will not have any further claim.

21. The acceptance of the tender will be subject to the receipt of the approval of the higher authorities and availability of fund. The undersigned will not be responsible for any loss sustained by the tenderer in the event of non-receipt of the Government Sanction.

22. The payment of bill for any work will be made according to the availability of fund and approval of higher authorities wherever applicable and no claim to delay in payment will be entertained.

23. In case any dispute in execution of the work or supply, an application may be made to the Divisional Forest Office, Kharagpur Division and the decision of the undersigned is final and binding.

24. The cost of tender paper form will be sold as per Govt. of WBs notified no. 452-A/PW/O/10C-35/10 dt.26.07.2011.

25. Forest Department, or Kharagpur Division/DMU or any staffs of the Division, shall in no way be held responsible under any circumstances for any accident or death of the labourer/driver etc. engaged by the contractor, happened in the field during the time of implementation of the works.
26. Range Officer/Head FMU or his authorized person shall have to discretionary power to deploy suitable labor preferable from among the FPCs concerned.

27. In case of implementation of the works as field the decision of the Range Officer or his authorized person or any of his superior officers shall be final and binding on the successful bidders implementing the works at field.

28. Payment System:
   i. JFMC will use its existing bank account for implementation of the Community Infrastructure Development (CID) Activities.
   ii. JFMC will receive the measurement book, muster roll/voucher duly signed by the Member Secretary (Beat Officer) and Supervision Representatives (NGO/Agency) and will verify the same.
   iii. JFMC will also receive bill from external agency/contractors/tenderers if involved at any stage of activity implementation.
   iv. Please be noted that while submitting the bill, the GST should be segregated as per govt. norms by tenderers, without GST segregation no bill will be entertained by the undersigned.
   v. Statutory Deduction: All type of Taxes i.e. (TDS, GST, Labour welfare Cess etc.) as applicable shall be deducted as per Govt. norms from the Gross amount of Bill.
   vi. Member Secretary of JFMC (Beat Officer) will prepare a summary of bill which will be jointly signed by the Payment Representatives (measurement book, master roll/voucher, monitoring report etc.) to submit through JFMC to the Head DMU for approval.
   vii. DMU will verify the bills as per the norms and, if satisfied, will transfer the fund to JFMC Savings account along with statement of the purpose the funds transferred.
   viii. After Necessary approval the exiting signatories will make payments to the respective Contractor/Tenderers/Parties through Cheque or Bank transfer (NEFT) for this purpose.

29. Payment shall only be made to the contractors after the concerned Range Officer, certified so ensuring the quality of the work and implementation of the works as per estimates and plan subject to over riding power of the undersigned in this regard.

30. The mode of payment for successful completion of the works should be made by NEFT/RTGS/A/c payee Cheque issued by the concerned FPC, Fund, on completion of the works, shall be placed to the concerned FPC's account for making necessary payment to the successful Contractors/Tenderers
Copy for information and wide circulation to:

1) The Sabhadhipati, Jhargram Zilla Parishad.
2) The Chief Project Director, West Bengal Forest Bio-diversity and Conservation Project, West Bengal.
3) The Chief Conservator of Forests, Western Circle, West Bengal.
4) The District Magistrate, Jhargram
6) The Superintendent of Police, Jhargram
7) The District Information & Cultural Officer, Jhargram.
8) All Divisional Forest Officers, Western Circle, West Bengal.
9) The Divisional Manager, Forest Corporation (South) / (West).
10) The Sub-Divisional Officer, Kharagpur / Jhargram.
11) The Treasury Officer, Kharagpur.
13) The Chairman, Kharagpur Municipality.
14) The Block Development Officer, Khargapur-1 / Jhargram / Nayagram / Sankrail.
15) All Range Officers, Kharagpur Division. They are also requested to distribute tender forms as and asked for within stipulated time.
16) The Concerned FPC under Kalaikunda FMU.
17) Shri / M/s. ________________________________
18) Notice Board.

(A. Mukherjee, W.B.F.S.)
Head
Kharagpur D.M.U.
Sub: Implementation of various Labour Laws.

In terms of Notification No. 1137-I.R. Dt. 14/11/2011 issued by the Chief Secretary to the Govt. of West Bengal and subsequent Memo Nos. 5696-F(Y) dated 01/10/19 and 4519-F(Y) dated 07/08/2019 both issued by Addl. Chief Secretary to the Govt. of W.B. Finance Dept. (Copy enclosed), all concerned are directed to take necessary steps in order that the Agencies / Contractor engaged under their supervision, do follow the provisions stipulated under various Labour Laws with a view to imparting justice and welfare to the working community as well as ensuring revenue as laid down there under

Your attention is invited particularly to the following points:

1. As per provision of Sec 7 of the Contract Labour (R & A) 1970, every principle employer employing contract labour should have a Registration Certificate, which has to be amended from time to time for change of contractors. Now the entire process is conducted by a hassle free online portal of the Labour Commissionerate namely www.wblc.gov.in. Without valid Registration Certificate, no Form-V could be generated and contractors cannot apply for licence under the Sec 12 of the Contract Labour (R & A) 1970. But at present, except very few, most Principal Employers under the Government of West Bengal /PSU/Local Bodies in Paschim Medinipur District are not in possession of any valid Registration Certificate and hence cannot issue the Form-V to the contractors. Hence the contractors are working without proper licence resulting in huge loss of Govt. Revenue. And this is in clear contravention of the Contract Labour (R & A) Act 1970 & Rules made thereunder.

Under such circumstances all Principal Employers under Government of West Bengal/ PSU/ Local Bodies in Paschim Medinipur District are instructed to abide by above noted provision.

2. Again, as per provision of Sec-7 of Building & Other Construction Workers’ (RE & CS) Act, 1996, every employer / builder shall apply for registration for each and every separate construction related work. Now the entire process is conducted by a hassle free online portal of the Labour Commissionerate namely www.wblc.gov.in. But most of the contractors employed by various Govt. Agencies of Paschim Medinipur Districts for construction and maintenance related work are not applying for such registration as the concerned Govt. authorities /PSU/Local Bodies are allowing them to work without statutory registration certificate under the said Act, resulting in huge loss of Govt. Revenue. And this is in clear contravention of The Building & Other Construction Workers’ (RE & CS) Act, 1996 & Rules made thereunder.

Similarly, various agencies under Government of West Bengal/PSU/ Local Bodies in Paschim Medinipur District are instructed to abide by above noted provisions.

3. Paying @1% cess under Building and Other Construction Worker Welfare Cess Act. 1996 and Rules made thereunder is a must for each and every construction / maintenance related work. The CESS should now be payable as per provision laid down in Memo No. 4519-F(Y) dated 07/08/2019 of Finance Dept., Govt. of W.B. (Copy Enclosed) Hence, all Govt. Agencies of State Government or Government of India/PSU/ Local Bodies in Paschim Medinipur District are instructed to abide by such provisions.

The matter may be treated as extremely important.

Enclosures: As Stated.

District Magistrate
Paschim Medinipur