Government of West Bengal
Directorate of Forests,
Office of the Head, Rupnarayan DMU, WBFBC Project
& Divisional Forest Officer, Rupnarayan Division
Rangamati, Midnapore, PO: Vidyasagar University, Paschim Medinipur-721102.
Phone & Fax:03222-275494, E-mail: rupnarayandmu@gmail.com

TENDER NOTICE NO WBFBCP/NIT-03-04/RUPDMU of 2020-21 of Head, Rupnarayan DMU, WBFBC Project & Divisional Forest Officer, Rupnarayan Division for Overhead tank with water pipeline.

In pursuance to the G.O No-5400-F(Y) dt 25/6/12 and its subsequent amendment No-2254-F dt 24/4/14, Head, Rupnarayan DMU, WBFBC Project & Divisional Forest Officer, Rupnarayan Division, Rangamati, Midnapore, on behalf of Governor of West Bengal & in compliance with the requests made by the JMFCs concerned vide the resolution nos.- 03/AMG/RMP, 03/HMG/BRRBT dated 15/02/20 invites tender from bonafide, resourceful suppliers/contractors for carrying out the following works at various JFMCs within the jurisdiction of FMUs of Rupnarayan Division following estimates.

ANALYSIS OF THE ESTIMATES

1. A estimate is enclosed herewith viz-Estimate of Construction of Overhead Tank with Water pipeline. The estimates are prepared as per current PWD Schedule of rates. Thus the specifications mentioned in the estimates shall require to be strictly adhered to. Whereas the PWD schedule of rate itself admits a profit margin of 10-15%, intending bidders are required to submit rate analysis if the rate quoted is below 25% of tender amount.

2. Payment shall be made to the successful bidders after the work has been successfully implemented in the field. The concerned JFMCs Range Officer, Gazetted Assistant must express their satisfaction on implementation of the works based on technical ground. If need be, expert from outside may be deployed to check the works. Bills may be adjusted accordingly subject to discretionray power of the undersigned.

3. The successful bidder/s shall not have any claim over contingency amount. It will be utilized for the purpose of documentation and advertisements.

SCHEDULE OF DATES

<table>
<thead>
<tr>
<th>Sl no</th>
<th>Activity</th>
<th>Date &amp; Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Date of advertisement for tender paper</td>
<td>19/08/20 at 10.00 AM</td>
</tr>
<tr>
<td>2.</td>
<td>Start date of issue of Tender paper</td>
<td>19/08/20 (11AM-3:30 PM)</td>
</tr>
<tr>
<td>3.</td>
<td>Closing of issue of Tender Paper</td>
<td>24/08/20 (upto 3.30 PM)</td>
</tr>
<tr>
<td>4.</td>
<td>Last date for submission of tender papers</td>
<td>26/08/20 up to 3 PM</td>
</tr>
<tr>
<td>5.</td>
<td>Date of opening of technical bids</td>
<td>28/08/20 up to 11.30 PM</td>
</tr>
<tr>
<td>6.</td>
<td>Date of opening of financial bids</td>
<td>To be Notified in due course</td>
</tr>
<tr>
<td>8.</td>
<td>Date of submission of samples, if any</td>
<td>To be Notified in due course</td>
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<tr>
<td>NIT no.</td>
<td>Item of Works</td>
<td>Range</td>
</tr>
<tr>
<td>--------</td>
<td>----------------------------------</td>
<td>--------</td>
</tr>
<tr>
<td>39</td>
<td>Overhead Tank, &amp; Pipeline (140 rmt.)</td>
<td>Amlagora</td>
</tr>
<tr>
<td>40</td>
<td>Overhead Tank, &amp; Pipeline (188 rmt.)</td>
<td>Hoomgarh</td>
</tr>
</tbody>
</table>

**GENERAL TERMS & CONDITIONS :-**

1. Pattern of Tender- Invitation of Sealed paper 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 outright 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 be free from any other encumbrances.

2. Additional Performance Security: As per Addl. Chief Secretary to the Govt. of West Bengal’s Memorandum vide No.- 4608-F(Y) Dt.-18/07/2018 an Additional Performance Security @ 10% of the tendered amount shall be obtained from the successful bidders if the accepted value is 80% or less of the estimate put to tender and no increase in scope of work of projects during execution phase.

3. Procurement of tender paper- The tender paper shall have to be procured from Office of Head, Rupnarayan DMU/E- procurement portal, Govt of West Bengal. The intending bidders may also visit the official website of Forest Directorate and official web site of West Bengal Forest & Biodiversity Conservation Project for information.

4. Tender should be submitted by name in favour of “Sri Manish Kumar Yadav, WBFS”, Head Rupnarayan DMU & Divisional Forest Officer, Rupnarayan Division and not by official designation only. The tender shall be made in two bid system viz- technical bid and financial bid. Following folders are required to be uploaded with a single folder superscripting technical bid
   a. Company information folder- related all information including audit report etc.
   b. Financial Credential folder- All experiences related to similar nature of job. Only work completion reports with an abstract mentioned in the annexure-II
   c. Folder related to company hierarchy and technical person

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

5. Submission of Tender- In general, the tenders are allowed to participate any of the clusters of his choice. The financial credentials should be submitted accordingly for technical bid. Intending bidders shall have to upload tender papers for each and every cluster separately; he/she is willing to participate. Only uploaded document shall be considered for technical bid. Documents other than that of similar nature of job should not be uploaded, as the same shall not be considered at this end.

6. Technical Bid- Technical Bid should be submitted in separate folder other than financial bid. Clearly superscript the tender no and specific cluster in which the intending bidders are willing to participate. 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 GST, P TAX, License/Registration as applicable, additional information if any, shall also be submitted in the folder. The other credential like company details, machinery, technical persons, other technical knowhow, as applicable, shall be required to be submitted. The Technical bid must not contain any pricing information. The address and Contact No. of the bidder should be clearly written on the envelope.

7. Financial Bid- 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.
ii) The financial bid should also be submitted in a separate cover super-scribed as Financial Bid & “Tender Notice No. and cluster no. The bid should mention in both number & words and words” should be written in bold letters.

iii) Address and contact No. of the Bidder should clearly written on the cover.

iv) Financial Bid format is given in Form IIA.

v) The Bank details of the tenderers must be mentioned in the Form IIA for making payments on line. This is obligatory.

vi) Financial bid must be inclusive of all taxes.

vii) 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.

8. Eligibility Criteria- The intending bidders must be having at least 70% 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 3 years' old). Requisite documents such as PAN, GST, License etc as applicable as per existing rules, must be submitted in the technical bids.

9. Similar Nature of Job- Generally installation of deep tube well, construction or similar water harvesting shall be considered as similar nature of job. However, it shall be the discretionary power of the tender committee and over ridding power of the undersigned to consider a job as similar nature or not. No correspondences in this regard shall be entertained under any circumstances.

10. Time to Complete the works- Delay in completion of the work shall attract the penalty to the contractors in the following manner viz-
   a. 3-5 Days – 5% of the offered rate
   b. 5-7 days 10% of the offered rate
   c. More than 7 days -20% of the offered rate

11. Dispute Resolution- In case of any dispute, the decision taken by the undersigned shall final. Aggrieved party may appeal to Chief Conservator of Forests, Western Circle, West Bengal within 10 days from awarding decision. The decision of the Chief Conservator of Forests, Western Circle, West Bengal shall be final and binding in this regard.

12. Submission of EMD - EMD, as mentioned in the schedule, should be submitted in the form of a draft as per the rules. The draft should be in favour of Head, Rupnarayan DMU and not in favour of DFO Rupnarayan payable at any branches of any nationalized banks within Paschim Midnapore District. The original EMD should be submitted within the due date as mentioned in the schedule. Physical copy of the documents should also be submitted to the office within the same due date. The tender paper of the intending bidders may be cancelled outright in case of non submission of physical of EMD and hard copy of the documents uploaded in the website, subject to the discretionary power of the undersigned.

13. Security Deposit - While making any payment to the person(s) whose tender has been accepted (hereinafter shall be called the contractor) 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 constitutes 10% of the tendered value of work actually done.

14. In case of excess/and supplementary work over the tendered amount, additional security @ of 10% of such additional amount is to be deposited for all such excess/ and supplementary works beyond the tendered amount before payment of final bill.

15. Compensation of all other sums of money payable by the contractor to the Government under the terms of the contract may be deducted from the security deposit.

16. However, even though the earnest money deposited exceeds the prescribed percentage, due to reduction of tendered amount due to any reason whatever, such additional earnest money shall be deemed to have been converted into security and further deductions from progressive bills shall be made, taking into consideration the enhanced component of earnest money so converted into security.

17. Security deduction will not normally be required for hiring of inspection vehicles and boats etc., supply of tools & plants, furniture and computer peripherals. Separate agreement may be required in those cases, particularly for consultancy and RFP for EPC, which shall be made in standard formats to be approved by the Government.

18. After completion of the work, the Contractor may opt for refund of the Security Deposit by replacing equal

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amount of Bank Guarantee of scheduled Bank valid up to 3 months beyond the defect liability period.

19. Additional Performance Security @ 10% of the tendered amount in the form of Bank Guarantee from a Scheduled Bank, valid up to the date of completion of work, shall be obtained from the successful bidder, if the accepted bid value is 80% or less than the estimated amount put to tender.

20. If the bidder fails to submit Additional Performance Security within 7 (seven) working days from the date of LoA or the time period as approved by the Tender Inviting Authority, his Earnest Money will be forfeited.

21. If the bidder fails to complete the works successfully, the Additional Performance Security along with Security Deposit lying with the Government shall be forfeited at any time during the pendency of contract period as per relevant Clauses of the Contract.

22. Necessary provisions regarding deductions of Security Deposit from the progressive bills of the Contractor as per relevant clauses of the contract will in no way be affected/ altered by this Additional Performance Security.

OTHER TERMS AND CONDITIONS

23. An affidavit of Notary/1st class magistrate, duly signed by the intending bidders, declaring the following points shall be required to be submitted by the intending bidders along with the technical bidders. If the affidavit is not submitted along with the technical bids, the tender submitted by the intending bidders shall be liable to be cancelled.
   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 beliefs.
   c. I shall abide by all the terms and 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. I case of any dispute, I vouch that, the decision taken by Head, Rupnarayan DMU & Divisional Forest Officer, Rupnarayan Division shall be final and on appeal, the decision taken by the Chief Conservator of Forests, Western Circle, shall be final & binding upon me.

24. 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.

25. The undersigned reserves 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.

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

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

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

29. The undersigned or his representatives will inspect the works, take necessary measurement, and perform the required tests as and when required. The tenderers should render the required co-operation in this regard.

30. It shall be the discretionary power of the undersigned for accepting any prayer for part payment or not. In general no part payment prayer shall be entertained.

31. During the inspection by the undersigned or his representative, if the quality of the work / supply is not found up to the standard, the contractor/ supplier is bound 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.

32. The work order will be issued to the successful contractor only after placement of fund by the Government.

33. 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 and acts of unsurpassed power. In the event of delay due to such causes, the tenderer may apply to the Divisional Forest Officer, Rupnarayan Division for extension of time for that period. The Division Forest Officer, Rupnarayan Division 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.

34. 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 Range Officer concerned 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 such material will be recovered from the contractor.

35. 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.

36. Clause 34. "Levy / Taxes Payable by Contractor"

(a) GST, Building and other Construction Workers’ Welfare Cess or any other tax or Cess in respect of this contract shall be payable by the Contractor and Engineer-in-Charge shall not entertain any claim whatsoever in this respect.

(b) The contractor shall deposit Government Royalty and obtain necessary permit for supply of the sand, stone chips, red bajri, sand stone, river bed materials etc. from local authorities, if those are directly procured from quarry sites.

(c) In case materials are procured from secondary sources, certificates of quarry owners to the effect of payment of royalties and Cess would have to be furnished. In absence of such certificates towards payment of Royalties and Cess such components shall be deducted from the contractor’s bills at prescribed.

(d) If pursuant to or under any law, notification or order, any Royalty, Cess or the like becomes payable by the implementing Department and does not at any time become payable by the contractor to the State Government/Local appropriate authorities in respect of any material used by the contractor in the works then in such a case, it shall be lawful to the Department and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

37. 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.

38. All tendered rates shall be inclusive of statutory taxes and levies payable under respective statutes. However, if any further tax or cess is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies/cess, the contractor shall be reimbursed the amount so paid. Provided such payments, if any, is not, in the opinion of the Engineer-in-Charge (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.

   i) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Department and/or the Engineer-in-Charge and further shall furnish such other information/document as the Engineer-in-Charge may require from time to time.

39. The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to the competent authority that the same is given pursuant to this condition, together with all necessary information relating thereto. In addition to above, before payment the following documents are required to be produced, if applicable.

   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.

40. The successful tenderer will not assign any part of the work to any other contractor.

41. 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.

42. Rate offered in the estimate is the final and tendered will not have any further claim.

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43. 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 Government sanction.

44. 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.

45. The terms and conditions of this "Tender Notice inviting tender" is part and parcel of the contract form.

46. In case of any dispute in execution of the work or supply, an application may be made to the Head, Rupnarayan DMU & Divisional Forest Officer, Rupnarayan Division and the decision of the undersigned is final and binding.

47. The cost Tender paper / Form will be sold as per Govt. of WBs notification no. 452-A/PW/O/10C-35/10, Dt- 26/07/2011.

48. Requisite license must be obtained for Labour Department after issuance of work order. No payment shall be made without production of the license.

49. Forest Department, or Rupnarayan Division, 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.

50. Range officer or his authorized person/s shall have the discretionary power to deploy suitable labourers, preferably from among the FPCs concerned.

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

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

53. The mode of payment for successful completion of the works should be made by NEFT/RTGS/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.

54. Please follow annexure carefully during submission of tender.

______________________________
M.K. Yadav, WBFS

Head
Rupnarayan DMU
ANNEXURE-I- PRAYER FOR PARTICIPATION IN THE TENDER

Name :

Address :

Tender Notice No.

Cluster No.

Financial Credential for similar nature of job (as mentioned in the tender notice)

Bank details (A/c No., IFSC code & MICR code(optional))

Declaration : I/we do hereby declared the statement made by me is true the best of my knowledge in belief. If allow I/We shall abide by all the terms and conditions mentioned in the tender notice and the direction of the authority. I/We read the tender document carefully and understood it in letter inspirit.

Signature with date ..................................................

Tender 1617-BGT-7-DFQ
### TECHNICAL BID FORMAT

Form IA-General Information about the Organization

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<thead>
<tr>
<th>Sl No</th>
<th>Particulars</th>
<th>Details to be furnished</th>
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</thead>
<tbody>
<tr>
<td>Details of the Bidder (Organization)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Name</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Address</td>
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</tr>
<tr>
<td>3</td>
<td>Telephone/Mobile No.</td>
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<tr>
<td>4</td>
<td>Email</td>
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<tr>
<td>5</td>
<td>Fax</td>
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</tr>
<tr>
<td>6</td>
<td>Website</td>
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</tr>
<tr>
<td>Details of Authorized Person</td>
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<tr>
<td>7</td>
<td>Name</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Telephone/Mobile No.</td>
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<tr>
<td>10</td>
<td>Email</td>
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<td>Information about the Organization</td>
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<tr>
<td>11</td>
<td>Status of Organization</td>
<td>Date:</td>
</tr>
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<td></td>
<td>(Proprietorship/Partnership/Public Ltd/Pvt. Ltd/Cooperative Society etc.)</td>
<td>Ref:</td>
</tr>
<tr>
<td>12</td>
<td>Details of Registration of Organization</td>
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<tr>
<td>13</td>
<td>Number of Professionals in position in the organization</td>
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<tr>
<td>14</td>
<td>Locations and address of offices</td>
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<tr>
<td>15</td>
<td>Service Tax Registration Number</td>
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<tr>
<td>16</td>
<td>VAT Registration Number (Enclosed latest VAT Return)</td>
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<td>17</td>
<td>Professional Tax Registration Number</td>
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<tr>
<td>18</td>
<td>Income Tax PAN Number</td>
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</tr>
<tr>
<td>19</td>
<td>Details of any other Licenses/Registration (Copy to be enclosed)</td>
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</table>

Signature of the Tenderer with date
Form I-B "Summary of Similar Projects Implemented "(Year wise)

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Name of the Customer</th>
<th>Project Name</th>
<th>Brief narration of the type of work implemented</th>
<th>Start Date</th>
<th>End Date</th>
<th>Contact Value (only net checked amount issued by authority)</th>
<th>Financial year of the completion of the work</th>
<th>Supporting documents against the completion report (Yes/No)</th>
<th>Whether Successfully completed</th>
<th>Address &amp; Phone no. of the work completion issuing authority</th>
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Signature of the Tenderer with date
**ANNEXURE-III**

**FINANCIAL BID FORMAT**

<table>
<thead>
<tr>
<th>Name of Work Tendered</th>
<th>Amount Put to Tender</th>
<th>Rate Quoted by the Bidder (% above or less or at par)</th>
<th>Tendered Amount (Contract Price both in words &amp; figures)</th>
</tr>
</thead>
<tbody>
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</table>

Declaring that the item against which there are fixed Govt. rate such as minimum wage rate etc. shall be obeyed in letter in spirit.

Signature of the Tenderer with date

No. \(2/\) /CIDA/ 2 - (Tender) Dated, Midnapore the 16/06/2020

Copy forwarded for wide circulation & information to:-

1. The Sabhadhipati, Paschim Medinipur Zilla Parishad.
2. The Principal Chief Conservator of Forests & HoFF, West Bengal.
3. The Chief Project Director, WBFBC Project, West Bengal.
4. The Chief Conservator of Forests, Western Circle, West Bengal.
5. The District Magistrate, Paschim Medinipur.
6. The Superintendent of Police, Paschim Medinipur.
7. The Chairperson, Midnapore Municipality.
8. The Sub-Divisional Officer, Sadar, Paschim Medinipur.
9. All Divisional Forest Officer’s, Western Circle, West Bengal.
10. The Assit. Divisional Forest Officer, Rupnarayan Division.
11. All Range Officers (Territorial), Rupnarayan Division.
12. Notice Board, Rupnarayan Division.
13. Rampur FPC, Baribot FPC

Head
Rupnarayan DMU

*Tender 1617-BGT-10-DFO*