

WEST BENGAL FOREST DEVELOPMENT CORPORATION LIMITED
 (A Government of West Bengal Undertaking)
 Office of the Divisional Manager, Kalimpong Forest Corporation Division
 P.O. KALIMPONG, DIST. KALIMPONG
 ph: 03552-255783 Fax: 255569, e_mail:kfcd@wbfdc.com) CIN: U02005WB1974SGC029535)

No. 660 /2-74

Kalimpong the 25th of June 2021

Notice Inviting e-Tender: E-7/KFCD/2021-22(2nd Call)

The Divisional Manager, Kalimpong Forest Corporation Division invites e-tenders for the following work(s) from the eligible contractors as detailed in the table below, Collection, downloading, uploading and submission of tender can be made online through the website <http://wbtenders.gov.in> only.

1. List of works

Project Sl. No	Name of Work	Total Sanctioned Amount	Earnest Money (in Rs)	Price per set of tender document (in Rs)	Time of Completion (days)
1	2		4	5	6
1	Supply , installation, testing and commissioning of Single Phase 20 KVA silent DG set without AMF Panel of Ashok Leyland/Kirloskar/Mahindra or similar make at Santlekhola ETC; Jholung River camp and Division Office cum DM's Residence at Kalimpong under Kalimpong FCD	NIL	19000.00	1000.00	30 days from the date of issue of work order

2. Brief details on the nature of work.

1.(a)	Project Head	Capital Head
1.(b)	Nature of work	Supply , installation, testing and commissioning of Single Phase, 20 KVA, silent DG set without AMF Panel of Ashok Leyland/Kirloskar/Mahindra or similar make at Santlekhola ETC; Jholung River camp and Division Office cum DM's Residence at Kalimpong under Kalimpong FCD

1.(c)	Contractors eligible to submit the tender	Bonafide authorised dealer/ supplier of Ashok Leyland/Kirloskar/Mahindra or similar make DG sets having satisfactorily completed during the last 3 (three) years from the date of issue of this NleT under State/Central Govt. State/ Central Govt. undertaking/ Statutory Bodies constituted under the statute of Central/ State Govt at least one similar nature of work.
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3. Date & Time Schedule

Sl.No	Particulars		Date & Time
1	Date of publishing of NleT online through the website http://wbtenders.gov.in		28.06.2021
2	Date & Time for downloading of tender documents from the website http://wbtenders.gov.in	start	28.06.2021 13.00 hrs
		End	05.07.2021 17.00 hrs
3	Last date and Time of submission of original instruments (Demand Draft/Banker's Cheque) in respect of payment towards cost of tender documents fees and EMD		05.07.2021, 17.00 hrs at the office of the Divisional Manager, Kalimpong Forest Corporation Division, Kalimpong.
4	Date and Time of submission of tender through the website http://wbtenders.gov.in	Start	26.06.2021 13.00 hrs
		End	05.07.2021 17.00 hrs
5	Date & place of opening of technical Bid through the Website http://wbtenders.gov.in		08.07.2021 11.00 Hrs
6	Date of uploading the list of Technically Qualified Bidders after Technical Bid Evaluation through the website http://wbtenders.gov.in after disposal of appeals, if any		08.07.2021 13.00 Hrs
7	Date, Time and place of opening of Financial Bid through the website http://wbtenders.gov.in		08.07.2021 15.00 Hrs

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 etc.
- 3)) The Tender inviting Authority reserves the right to defer the date of opening of either Technical or Financial Proposal or both, if required.

4. Earnest money deposit (EMD)

- a) Earnest Money Deposit (EMD) is to be remitted by the Tenderer as mentioned in column no. 4 of the table for list of works in the shape of Demand Draft /Banker's cheque issued from any Nationalised Bank in favour of Divisional Manager, Kalimpong Forest Corporation Division, WBFDC Ltd. Kalimpong District, West Bengal.
- b) There is no exemption of any kind for any eligible contractors towards cost of tender documents fee or EMD.
- c) Refund of EMD: The EMD of the unsuccessful Tenderers deposited in favour of "Divisional Manager, Kalimpong Forest Corporation Division, Kalimpong" will be released in favour of Tenderers as per relevant Govt. rules.
- d) Intending Tenderers should download the Tender Documents from the website <http://wbtenders.gov.in> directly with the help of Digital Signature Certificate.
- e) The original instrument (Demand Draft /Banker's cheque) towards the cost of tender Documents (Tender Fees) and earnest Money deposit (EMD) should be submitted physically by the Tenderer to the office of the Divisional Manager, Kalimpong Forest Corporation Division, Kalimpong in a sealed cover as per the 'Date & Time Schedule' stated in SL No. 03 of this N.I.e.T.
- f) In case of partnership firm(s), the pledged instrument (s) must reflect the name(s) of the firm as well as the name(s) and address(es) of the partner/partners who is/are authorised to pledge the same as per valid partnership deed (s).

5. Both technical Bid and Financial Bid should be submitted duly digitally signed by the Tenderer through the website <http://wntenders.gov.in> as per the 'Date & Time Schedule' stated in SL. No. 03 of this NIT (Details of which has been narrated in 'Instruction to Bidders')

6. Eligibility Criteria for participation in tender:

- a) Intending Tenderers shall have satisfactorily completed as a prime agency during the last 5 (five) years prior to the date of issue of this Tender Notice at least one work of similar nature under the authority of Central/ State Government, Government undertaking / Statutory

Bodies constituted under the statute of the Central / State Government. Completion Certificate indicating Estimated amount, Value of work-done , date of completion of the work and detail communicational address along with contact number of the client should be submitted. In case of works undertaken for P.W.D./C.P.W.D/M.E.S/ Railways, a Completion Certificate from the concerned Executive Engineer will be treated as valid credential (Non-statutory Documents)

b) All categories of prospective Tenderers shall have to submit valid and up to date Professional Tax deposit Challan, GST Registration Certificate, Income Tax return Acknowledgement receipt for latest assessment year, PAN Card issued by Income Tax Department, Voter ID Card, valid and upto date ESI &PF Registration certificate, Trade License, credential certificates.

c) Where an individual person holds a Certificate in his own name duly issued to him against the company or the firm of which happens to be a Director or partner, such individual person shall, while submitting any tender for and on behalf such company or firm , invariably submit a copy of registered power of attorney showing clear authorisation 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**)

d) Neither perspective Tenderer nor any of the constituent partners had been debarred to participate in any Tender by the P.W.D. P.W. RD & P.W. (C.B.)D, Housing Department, W.B. or C.P.W.D. or M.E.S or railway : during the last 5 (five) years prior to the date of this NleT. 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). (**Non Statutory Documents**)

e) The partnership firm shall furnish the Registered Partnership Deed and the Company shall furnish the Memorandum of Association (MAO) and Article of Association (AOA) (Non Statutory Documents)

f) 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 recession will be considered as disqualification towards eligibility.

g) Joint Ventures will not be allowed.

h)) The 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 applied severally in a single job, all his applications will be rejected for that job.

i)) The prospective Tenderer (including his participation in partnership) shall be allowed to participate in one or more than one of the above mentioned work(s)/Project(s) in this Nle-T.

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

7. Opening of tender:

a) The tender shall be publicly opened by the authority receiving tender or by his authorised representatives, as per the Date & Time schedule mentioned in Sl.No.03 of this Nle-T

b) Prospective Tenders or their authorised representatives may be present during the opening process.

c) The DM or his authorised representative opening the financial proposal may call for open Bid/seal Bid after opening of the said tender to obtain the suitable rate further, if required, if any of the Tenderers or their representatives fails to attend during this process no subsequent objection would be entertained under any circumstances at any later Date or Time.

8. The intending Tenders shall clearly understand that whatever may be the outcome of the present invitation of Tender, no cost of Tender document shall be reimbursable by the Government. The Divisional Manager, Kalimpong Forest Corporation Division, Kalimpong, WBFDC Ltd. , 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.

9. The acceptance of the tender rests with the Divisional Manager, Kalimpong Forest Corporation Division, Kalimpong WBFDC Ltd. , who does not bind himself to accept the lowest tender and reserves to himself to accept the lowest tender and reserves himself the authority to reject any or all tenders received without assigning any reason thereof.

10. Intending Tenderers at their own cost and risk are encouraged to inspect the site of supply and commissioning and get them thoroughly acquainted with the local condition and all factors which may affect their rates. Prior to the site visit the intending Tenderers must inform the office of the Divisional Manager, Kalimpong Forest Corporation Division, Kalimpong, WBFDC Ltd. by phone or email kpgd@wbfdc.com/dmkpgwbfdcl@gmail.com) about the time and date of the visit.

11. 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 tendering inviting authority will not on any account be responsible for procuring the same.

12. Tax invoice(s) needs to be issued by the supplier for raising claim under the contract showing separately the tax charged in accordance with the provisions of GST act 2017.

13. Registered Unemployed Engineers' Co-operative Societies/ Unemployed Labour Co-operative Societies are required to furnish **Valid Bye law, Current audit report, Valid clearance certificate from concerned A.R.C.S along with relevant supporting papers (Non Statutory documents)**

14. The prospective Tenderer shall establish field testing laboratory equipped with requisite instruments and technical staff according to the requirements of works to be executed.

15. This is a WBFDC, Government of West Bengal undertaking funded project. Intending Tenderers may consider these criteria while submission of tender and quoting rates.

16. Bid shall remain valid for a period not less than 120 (one Hundred Twenty) days from the last date for Financial Bid/Sealed Bid Submission. Bid validity for a shorter period shall be

rejected by Tender Accepting Authority as non-respective. If any Tenderer withdraws his offer before Bid validity period without giving any satisfactory explanation for such withdrawals, he may be disqualified for submitting tender to this office of WBFDC Ltd. for a minimum period of 01 (one) year and the earnest money as deposited will be forfeited forthwith without assigning any reason thereof.

17. 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.

18. The Divisional Manager, Kalimpong Forest Corporation Division, Kalimpong, WBFDC Ltd. reserves the right to cancel this NIT due to unavoidable circumstances and no claim in this respect will be entertained.

19. **Security Deposit** : The successful Tenderer to whom a Letter of Acceptance has been issued shall within 7 (Seven) days from the date of Letter of Acceptance , deposit security amount equal to that of EMD already deposited in favour of the Divisional Manager, Kalimpong Forest Corporation Division, Kalimpong, WBFDC Ltd. The EMD deposited earlier and the current security deposit equal in amount to EMD shall together constitute 4% (Four percent) of the estimated value put to the tender and shall thus be converted as part of the Security Deposit which is 10% (Ten percent) of the contracted value of work. Failure in depositing this amount and /or in submission within the specified time shall render the contract liable to termination without reference to the contractor and in such case the deposited security money shall stand forfeited to the Government.

Additional Performance Security (APS):

l) As per Finance Deptt Audit Branch Govt of West Bengal order no 4608-F(Y) dated 18.07.2018, If the bid value becomes 80% or less of the estimated amount put to Tender the APS shall have to be submitted @ 10 % of the tendered amount in the form of Bank Guarantee from any scheduled bank in favour of Divisional Manager, Kalimpong Forest Corporation Division, Kalimpong before issuance of the work order. If the bidder fails to submit the APS within seven working days from the date of issuance of letter of acceptance, his earnest money shall be forfeited and other necessary actions as per eNIT contract shall be taken. The bank guarantee shall have to be valid upto end of contract period and shall be renewed if required.

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

21. Deduction of Income Tax from the Contractor's bill will be made as per Govt. rules.

22. Labour Welfare Cess @ 1% (One Percent) of construction will be deducted from every Bill of the selected agency, Royalty & all other Statutory Levy/Cess will have to be borne by the Contractor as per Govt. rules and the rate in the B.O.Q is inclusive of all taxes & Cess stated above.

23. Deduction of tax shall be made as per provisions of the W.B. State GST up to date amendments and as applicable.

24. The Agency will be liable to maintain the work at working portion at the appropriate service level to the satisfaction of the Divisional Manager, Kalimpong Forest Corporation Division, Kalimpong, WBFDC Ltd. or his representative(s) ; at his own cost for a period of Security period/ Maintenance period from the date of completion of the work if any defect/damage is found during the period as mentioned above, the Agency shall make the same good at his own cost. Failure to do so, penal action against the Agency will be imposed by the Government as deem fit. The Agency will have to quote his rate considering the above aspect. Also the Prospective Tenderers shall have to execute the work in such a manner so that appropriate service level of the work is kept during progress of work and the period of Security period from the date of successful completion of the work to entire satisfaction of the Divisional Manager, Kalimpong Forest Corporation Division, Kalimpong, WBFDC Ltd. ; may be considered towards release of "Security Deposit ".

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

26. If any discrepancy arises between two similar clauses on different notification , the clause as stated in later notification will supersede former one in following sequence :

- a) Form of Agreement.
- b) Tender Form(NleT/NleQ)
- c) Technical Specifications.
- d) General terms and conditions.
- e) Technical Bid
- f) Financial Bid

27. No mobilisation Advance and secured Advance will be allowed.

28. Time/Cost overrun and consequent cost of escalation for any materials, labour , P.O.L. etc will not be allowed.

29. Canvassing in connection with the tender is strictly prohibited in the tender submitted by the contractor.

30. In connection with the work, Arbitration will not be allowed. Subletting of Contract is also strictly prohibited.

31. Execution of Work: The Tenderer shall be bound to execute work according to the direction given from time to time by the undersigned/ authorised officer of this Corporation and any complaint against the tenderer from for deviation from his direction will cause

violation of the condition of the contract and forfeiture of security money as well as discontinuation /dismissal of agreement and work order.

32. The work shall be completed in all respect and shall be free from all kinds of defect/deficiencies/damages in equipment, materials, components and other auxiliaries and workmanship from any cause whatsoever for a period of three years after issuance of certificate of completion by Concerned Range Managers in accordance with clause no 17 of conditions of contract in WBF no 2911/2911(i)/2911(ii) failing which appropriate action shall be taken against the executing contractor.

33. The successful Tenderer shall have to comply with the provision of (a) the Contract labour (Regulation & Abolition) Act, 1970 (b) the Apprentice Act , 1961 and (c) the minimum wages Act, 1948 (d) the West Bengal Building & other Construction works' Act 1996 and the Notifications thereof or other laws relating thereof and the rules made and orders issued there under from time to time, failure to do so will be treated as breach of contract and the Divisional Manager, Kalimpong Forest Corporation Division, Kalimpong, WBFDC Ltd. may in his discretion cancel the contract. The Contractor shall also be liable for any liability arising on account of any violation by him of the provisions of the Act and rules made there under time to time.

34. 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 traffic problems during delivery or delay due to any unforeseen circumstances.

35. Prevailing safety norms has to be followed by the successful Tendered during execution of the work so that Loss of Time due to injury is zero.

36. The tenderer shall be liable for any injury caused to the labours (s) or death of labour (s) engaged by him during execution of work and all safety measures and precautions shall have to be taken by the tenderers. WBFDC Ltd shall not be responsible for any such incident or for any situation arising out of such unfortunate incidents.

37. No tender shall be deemed to be fit for consideration unless the tender documents are fully and completely filled in. All information that may be asked from the Tenderer must be unequivocally furnished. The eligibility of a Tenderer will be ascertained on the basis of the documents submitted by a Tenderer in support of eligibility criteria. If any documents submitted by a Tenderer is found to be incomplete/incorrect/manufactured/fabricated or false, his Tender will be rejected at any stage and legal action will be taken against him.

38. A Tenderer is to quote rate in figures as well as in words. The rate shall be clearly and legibly written and the whole writing must be by the hand of the person signing the tender and with the same pen and ink. Erasing and over writing SHALL NOT BE ALLOWED. Correction in the rate should be avoided but if this becomes unavoidable, the entire rate and not a portion only shall be scored out and signed (not simply initialed) by the Tenderer in token of such cancellation. A fresh rate in one of the specific form and in the specified manner shall then be correctly written.

39. In the event of a tender being submitted by a firm, it must be signed by a member or member of the firm having legal authority to do so and if called for, legal documentation 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.

40. The Tenderer must sign at the bottom of each page of the tender documents. Overwriting shall not be allowed. All corrections, alternations etc. must be duly signed.

41. The tenderer must state in clear terms the warranty conditions of the item supplied including general warranty period, specific engine warranty period, repairs parts and consumables covered by the warranty. No of onsite preventive maintenance, breakdown services , AMC (if any) provided should also be mentioned. Not providing the warranty covers, maintenance services /AMC upto the period of warranty shall be considered breach of Tender terms and conditions & shall attract penal measures against the bidder.

42. The Tenderer is liable to pay the GST and any other tax payable if any.

43. The tenderer will have to make all arrangements for protection of all materials, items and the machineries at the work site. WBFDC Ltd will not be responsible for any theft or damage of ant materials or machineries from the site.



Divisional Manager
Kalimpong Forest Corporation Division
West Bengal Forest Development Corporation Ltd

Approved

General Manager (N),
WBFDC Ltd