



WEST BENGAL FOREST DEVELOPMENT CORPORATION LIMITED

(A GOVERNMENT OF WEST BENGAL UNDERTAKING)

OFFICE OF THE DIVISIONAL MANAGER,

DARJEELING FOREST CORPORATION DIVISION,

Govt. Saw Mill Road, Mahananda para, SILIGURI-734005.

Phone No. 0353-2960439

CIN: U02005WB1974SGC029535

E-mail: dfcd@wbfdc.com

TENDER NOTICE NO. 6/DFCD/REV/2021-22 FOR CARRIAGE OF ROUND TIMBER

Sealed Tenders in the prescribed form are invited from the reliable Contractors for works as detailed in the Scheduled Annexed and as per Tender paper.

A (i) This detailed notice inviting tender herein after referred to as the 'TENDER NOTICE'. (ii) The Tender form which can be obtained from the Office of the undersigned & office of the Attached Range Managers of this Division on any **working days between 11 A.M. to 4 P.M. hrs from 21.02.2022 to 01.03.2022 on payment of Rs. 100 (Rupees one hundred) only non-refundable** for each project and after showing valid GST registration and Income Tax (PAN) Clearance Certificates along with an Experience Certificate showing that the tenderer has done works of similar nature worth up to Rs. 50,000/- for the projects up to 500 m³, Rs. 1,00,000/- for the projects above 500 m³ but within 2000 m³ and Rs. 2,00,000/- for the projects above 2000 m³.

(NO TENDER FROM OTHER THAN THOSE BEARING THE SIGNATURE WITH OFFICIAL SEAL OF THE UNDERSIGNED OR HIS AUTHORISED REPRESENTATIVE SHALL BE TREATED AS VALID. No tender documents shall in any case be issued on the last day of receipt of tenders.)

B. The tender documents and other relevant particulars if any may be seen by the intending tenderers during office hours or any working day at the office of the undersigned.

(i) The sealed cover containing the Tender is to be **super scribed** with the Tender Notice No. and addressed to the undersigned **by name (and not by his official designation only) by REGISTERED POST / SPPED POST** so as to reach this office on or before **03.03.2022 by 1.00 P.M.** after which no tender will be received and the tenders so received will be opened on the same date i.e. **03.03.2022 at 3.00 P.M.** The tenders so received will be opened by the undersigned in presence of the tenderers or their authorized representative may be present. If the tenderers or their authorized representative fails to attend during opening of tender as mentioned above the tenders would be opened in their absence and no subsequent objection would be entertained under any circumstances.

(ii) If the tender documents as per clause B (i) above does not reach in time to addressee due to the delay of the postal Deptt. Or any other reason the undersigned will not be responsible and such case will not be considered under any circumstances. In the exigency of circumstances arising out of any emergency necessitating postponement of the date of opening of the tender, the fresh date and time of opening would be notified and hung up in the notice board of the above mentioned office.

CONDITIONS

1. The undersigned does not bind himself to accept the lowest tender and reserves the right and authority to reject in part or whole on any of all the tenders without assigning any reasons thereof.

2. All intending tenderers must produce PAN registration No. / valid Income and GST Registration, issued by the appropriate authorities. No affidavit in respect of the said Clearance Certificates will be accepted. In case any tenderer who has applied for obtaining the said certificates and has not received the said certificates till the date of tender, the tenderer will be allowed to submit tender on furnishing a declaration to the effect that he does not owe any money to the Govt. in respect of Goods & Service Tax and Income Tax. The tender, however, will not be accepted formally until the said Clearance Certificates in original are submitted at the time of acceptance of the said declaration. If the clearance Certificates in original are not submitted within the stipulated date the tender in question will be treated as invalid. In case the Certificates furnished or the declaration furnished as mentioned above are proved to be materially false the tenderer shall be liable to black listed apart from forfeitures of the Earnest Money / Security Deposit if any cancellation of the contract, if any without prejudice to any other action deemed necessary against him.

A) In case the tenderer whose tender is under consideration for acceptance fails to submit the GST and Income Tax Clearance Certificate within the stipulated period allowed as per provisions in Clause 6 his Earnest Money / Security Deposits shall be liable to forfeiture to Corporation without any further reference to him.

3. Any association by whatever name it is known, intending to submit tender shall have to be constituted as such and registered under the company's Act and the registered deeds and memorandums of the said Association shall have to be produced to the undersigned before opening of the tender. If some of the intending tenderers enter into partnership business they shall have to produce registered partnership deeds too to the undersigned before the opening of the tender. Representatives of the Companies / Corporate bodies or individuals shall have to produce the original registered deeds of the power of attorney, whether contractual or otherwise.

4. The tenderers whose tender shall be considered for acceptance have to satisfy the undersigned about their financial resources, capability of deploying the number of carriers as required for the purpose of the relevant project and past experience in the type of work, as set forth in clause 1 (a) of the Tender Notice.

5. (a) In addition to one complete set of tender documents as mentioned in clause 1 herein above in tenderer shall have to deposit Earnest Money of the amount of Rs.10, 000 (Rupees ten thousand) only specified against the project in the scheduled annexed here to in the office of the undersigned in absence of which the tender shall be considered invalid.

The Earnest Money deposited by an unsuccessful tender will be refunded on application to the undersigned in due course.

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(b) The Earnest Money of the tenderer for Rs.10, 000/- (Rupees ten thousand) only deposited against each project shall be liable to forfeiture to the Corporation, in case the tender fails to deposit the necessary security deposit of Rs. Rs.30, 000/- up to 500m3 and Rs.50, 000/- for more than 500m3 and execute agreement within the time period allowed for the purpose.

6. The carrying contractor should note the volume of timber to be transported as mentioned on the Work Order. If there is any increase or decrease on the volume, the Carrying contractor shall be bound to execute the work at the rate quoted by him earlier. The time for completion of work as mentioned in the Work Order may be extended, if necessary, at the discretion of the Divisional Manager, Darjeeling Forest Corporation Division, Siliguri.

7. The undersigned reserves the right to stop the work at any stage or to cancel the work order in whole or in part without being liable to compensate for the loss, if any to the contractor.

8. Certain depots mentioned in the schedule are subject to alteration/withdrawals, if required.

a) The Carrying contractor should complete the work within the stipulated time and normally no extension of time will be granted, but in case of exceptional circumstances the prayer of extension of time may be considered at the discretion of the undersigned. The Carrying contractor will be liable for loss of any logs damaged or by theft or by any cause & means and a penalty at the discretion of the Divisional Manager,, Darjeeling Forest Corporation Division shall be imposed on to the carrying contractors during transportation.

b) The penalty so assessed shall be paid in cash by the contractors. The undersigned reserves the right to recover the dues from the bills of the contractor without making further reference.

10. The Carrying contractor should note carefully that the work will have to be undertaken within 5(five) days from the date of issue of work order and completed within the working period as mentioned in the work order failing which the undersigned (a) will be at liberty to get the work executed by the other agent/other carrying contractors at defaulting the contractors risk & responsibilities. The amount that will be spent to complete the work will be realized in cash or from his Security Money and b) reserve the right to cancel in full/part the Work Order

11. The rate to be quoted by contractors should be per cubic meter inclusive of loading and unloading. No lump sum amount will be entertained. Break up expenditures for carriage of round timbers like kilometer coverage and fuel consumption loading/unloading charges etc. should be attached with the TENDER PAPER.

12. All works relating to the timber carriage etc. should be confined between sunrise and sunset and also under cover of Transit Pass Rules and Departmental Challans as per West Bengal Transit Rules.

13. The Tenderer should intimate the Range Manager concerned the date on which he wants to get the logs identified in the depot. This intimation in writing should be submitted to the Range well in advance.

14. The Tenderer is required to furnish the **Earnest Money deposit amounting to a sum of Rs.10, 000/- (Rupees Ten thousand)** only in form of Cash/Bank Demand Draft on any Nationalised Bank in

favour of Divisional Manager, Darjeeling Forest Corporation Division, Siliguri. The Earnest Money of the 2nd Lowest Tenderer will be released after issuing Work Order to the successful Tenderer. NSC duly pledged in favour of Divisional Manager, Darjeeling Forest Corporation Division, Siliguri can be furnished. Photocopy of the PAN card must be submitted along with the tender.

15. Security deposit of Rs.30, 000/- up to 500m³ and Rs.50, 000/- for more than 500m³ is to be deposited at the time of executing of work order.

Failure in depositing the Security amount mentioned in clause-15 here-in-above shall hold the tenderer liable to forfeiture of the Earnest Money deposited and shall make him liable to be debarred from submitting any tender for work under West Bengal Forest Development Corporation Ltd, for a minimum period of one year from the date of opening of the tender, without prejudice to any other action deemed necessary

16. After completing the payment of security deposit, a work order will be issued to the successful tenderer by the undersigned to work which must commence within the target date as stated in the Clause here-in-above.

17. After completion of each Tender works, deposited 10% Security Deposit amount will be refunded by way of A/C Payee cheque subject to submission of completion certificate in prescribed format with recommendation from concerned Range Manager of this Division.

18. a) The payment of bills will be made only after completion of work.
b) The bill should be submitted in duplicate to the undersigned along with the receipted copies of Intermediate Transit Challans and Transit Pass.

19. a) All instruments and other articles required in connection with the work under the contract should be supplied by the contractor. Petty repairs to depot paths for carriage of logs if required will be borne by contractor after approval from the undersigned.

b) Only marked logs as directed are to be lifted.

c) Carriage of logs to be done in accordance with the direction of the Range Manager/Deputy Range Manager or his authorized representative. If any log is transported without directive the contractor will be liable to compensate the loss for the same by paying for the Ex-mill price of sawn timber assessed by the undersigned after deduction of sawing wastage.

20. The successful tenderer shall have no claim to any compensation for the works under this project or part thereof to be abandoned prematurely on account of orders of the higher authority or on account of natural calamity or under any other circumstances beyond control of the undersigned.

21. The successful tenderer shall be held responsible for all action of his authorized representative in connection with the execution of work.

22. The Successful tenderer or his authorized representative and his workman must abide by the rules and regulations in force of the Forest Corporation and Forest Directorate and any offence committed by them will be dealt with under the relevant acts and rules.

23. In the event of any damage done to the roads, telephone lines, electric lines, irrigation channel or any other installations property belonging to the Government, Forest Corporation or to a private in course of execution of works, the successful tenderer concerned shall be solely liable to compensate to the loss.

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24. If the successful tenderer fails to observe any of the conditions contained herein of the agreement mentioned herein or fails to carry out the works to the satisfaction of the undersigned or commits any breach of the conventions it shall be lawful for the Forests Corporation at once (by notice to terminate the agreement and to Forfeit the Security Deposit in whole or in part and to recover from the successful tenderer such loss as may occur to Forest Corporation for the reasons of the termination of the agreement or otherwise by deduction from any amount which may fall due to the successful tenderer from the West Bengal Forest Development Corporation Ltd., on account of works performed under this tender.

25. INTENDING TENDERER ARE REQUESTED TO INSPECT THE AREA OF OPERATION BEFORE SUBMITTING THE TENDER AND SHOULD ENSURE THE DISTANCE-FROM DEPOT to Range. The terms and conditions of tender mentioned herein above shall be deemed to form a part of the agreement which shall have to be executed by the successful tenderer after confirmation about the acceptance of tender.

26. The contractor should produce credential of Rs.2 lakhs for consecutive 3 years from West Bengal Forest Development Corporation only.

27. a) In case of careless loading/unloading if there is any loss to the property of the Darjeeling Forest Corporation Division or the depots the proportionate value of such properties will be recovered from the contractor.
b) In the event of any accident involving any workman employed by the contractor the contractor shall be solely responsible to bear expense in connection thereto. Any Officer & staffs of WBFDCCL will not be in any way responsible for the same.

c) If at any point of time it is noticed that the progress of carriage of timber is not satisfactory the Divisional Manager, Darjeeling Forest Corporation Division reserves the right to cancel the Agreement and forfeit Security Deposit of the Tenderer.

28. In the event of any dispute arising with regard to the condition of as to any other matter in connection herewith the decision of the General Manager (North), W.B. Forest Dev. Corpn. Ltd. upon the matter of such dispute shall be final and binding on the parties hereto. In case of shortage of timber/stolen etc. recovery of value of timber even with penalty will be imposed against carrying contractor and decision of General Manager (North) will be final.

29. If the Agriculture Marketing Tax as per rule on the timber carried the contractor has to pay at the Toll gate the same should be paid on behalf of the Divisional Manager, Darjeeling Forest Corporation Division, Siliguri (if requested).

30. The Divisional Manager, Darjeeling Forest Corporation Division, Siliguri reserve the right to transport the part or whole of the timber at his discretion by departmental trucks as felt necessary.

31. The Divisional Manager, Darjeeling Forest Corporation Division, Siliguri reserve the right to accept or reject any offer and is not bound to assign any reasons for such acceptance rejection.

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32. The Divisional Manager, Darjeeling Forest Corporation Division, Siliguri also reserve the right to reject any offer and party involved/convicted in any forest offence case or past defaulters.
33. The rates quoted will be valid up to 31.03.2023/till no prayer for the rate increase will be entertained before 31.03.2022.
34. The Terms and Conditions at the Tender Notice will also form a part of Agreement.

Sd/- S. B. Deb, WBFS ✓

For W.B. Forest Development Corporation Limited
Divisional Manager
Darjeeling Forest Corporation Division, Siliguri

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