



NOTICE INVITING e-QUOTATION

FOR

**HIRING ONE AIR-CONDITIONED WOODEN MECHANISED BOAT ON
MONTHLY HIRE BASIS FOR PACKAGE TOURS FROM GODKHALI /
JHORKHALI TO DIFFERENT PARTS OF SUNDERBAN**

NIQ NO. 02/29-48/2024-25

ISSUED BY :

Divisional Manager

Kolkata Forest Corporation Division

**West Bengal Forest Development Corporation Limited
2nd floor, KB-19, Sector-III, Salt Lake, Kolkata – 700106**

e-mail : kfcd@wbfdc.com Website: www.wbfdc.com

Phone: 033-40644128, 033-40010636

NIO NOTICE

NIQ No. 02/29-48/2024-25

Quotations are invited for the above work from reputed, bonafide and resourceful Fleet owners / Operators who meet the following pre-qualification criteria: -

- Work completion certificate, performance certificate and work order / agreement obtained from Competent Authority of a State/ Central Government, State/ Central Government undertakings, Statutory/ Autonomous bodies constituted under the Central/ State statute issued by the Competent Authority.
- Fitness certificate for operation of the mechanized boat from competent authority.
- Photographs with date, of both exterior and interior of mechanized boat. Submitted Photographs should be taken within the bid submission period.
- Claims for fulfilling the above criteria must be adequately supported by appropriate documents like work order, performance certificate from Clients, Master Roll.



**Office of the Divisional Manager, Kolkata Forest Corporation Division,
West Bengal Forest Development Corporation Limited
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Memo No. 712/29-48

Date: 12.08.2024

Notice Inviting e-Quotation No: 02/29-48/2024-25

e-Tender for Hire of one air-conditioned wooden mechanized boat on monthly hire basis for package tours from Godkhali / Jhorkhali to different parts of Sunderbans.

The Divisional Manager, Kolkata Forest Corporation Division, West Bengal Forest Development Corporation Limited invites e-NIQ for 'Hiring one wooden mechanized boat on monthly hire basis for package tours from Godkhali / Jhorkhali to different parts of Sunderbans'. Collection (downloading) and Submission (uploading) of Quotation can be made online through the website <https://wbtenders.gov.in> only.

Name of Work	Estimated Amount Put to tender (Rs.)	EMD (Rs.)	Tender Fees (Rs.)	Period of work
Hiring of one air-conditioned wooden mechanized boat on monthly hire basis for package tours from Godkhali / Jhorkhali to different parts of Sunderbans.	Item Rate (Including all taxes)	10,000.00	NIL	Initially for a period of 03 months which may be extended for a maximum period up to 03 (Three) years with satisfactory performance and mutual consent of both sides.

In the event of e-filling, intending bidder may download the quotation documents from the website <https://wbtenders.gov.in> directly with the help of Digital signature Certificate. Tenderer will select the tender to bid and initiate payment modes (vide Finance Department Memorandum no. 3975-F(Y) Dated 28/07/2016)

- 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.

Schedule of Dates:

Sl. No.	Key Activities	Date	Time
1	Date of publication of NIQ (online)	13.08.2024	10.00 A.M.
2	Bid submission start date (online)	13.08.2024	10.00 A.M.
3	Last date of bid submission (online)	03.09.2024	05.00 P.M.
4	Date of opening technical bids (online)	05.09.2024	05.00 P.M.
5	Date of uploading technically qualified bidders (Online)	To be notified in due course	
6	Date of opening Financial Bids (Online)	To be notified in due course 01.00 P.M.	

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 NIQ 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 NIQ 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
 - 1.1 Instructions / Guidelines for tenderers for electronic submission of the quotation online have been shown in Web site <https://wbtenders.gov.in>
 - 1.2 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.
 - 1.3 Digital Signature Certificate (DSC)
Each contractor is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders.
 - 1.4 Collection of Tender Documents
The contractor can search and download e-NIQ 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 quotation documents.
2. Submission of Tenders:
 - 2.1 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 NIQ. 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.
 - 2.2 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 QUOTATION (NIQ) (to be submitted in “NIQ” Folder).
- ii. Section B (Form I, Form II, Form-III and AFFIDAVIT – Y, INDEMNITY Bond) (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: e-NIQ 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 NIQ and upload all the above, digitally signed, along with the NIQ. Quotation 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 e-NIQ)
			1 Up to date Professional Tax deposit receipt challan
			2 GST Registration Certificate for the state of West Bengal (If GST is not required by law, declaration is to be submitted on letter head of The Company/ Firm properly stamped and signed)
3 I.T.R. Acknowledgement Receipt (last 3years)			

			4	PAN Card, ESI & EPF Registration Certificate (If EPF and ESI is not required by law, declaration is to be submitted on letter head of The Company/ Firm properly stamped and signed)
			5	Aadhar Card for individual bidder
			6	Enlistment Certificate/ Trade License for similar nature of work
			7	ESI and EPF up to date payment certificate (If applicable)
			8	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	Registered Un-employed Engineers and Labour Co-operative Societies. Please refer to clause 3(f).
C.	CREDENTIAL	CREDENTIAL	1	<p><i>Intending tenderers should produce credentials of supplying at least one air-conditioned wooden mechanized boat to a client for a minimum tenure of 270 days in a single year. The boat should have gearing arrangement with speed motor and 06 cylinders with minimum seating capacity of 40 people during 5(five) years prior to the date of issue of this e-NIQ. 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 or equivalent or 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.</i> ➤ <i>No credential will be considered as valid unless it is supported by work order, completion certificate mentioning the date of completion issued by the competent authority not below the rank of Executive Engineer or equivalent or competent authority of a State / Central Government, State / Central Government undertakings, Statutory / Autonomous bodies constituted under the Central / State Statute. The completion certificate should indicate the value of the work.</i>
D.	AIR-CONDITIONED WOODEN MECHANISED BOAT		1	➤ <i>Ownership details, all statutory clearances, license, fitness certificates for the commercial use, Photographs with date, of both exterior and interior of air-conditioned wooden mechanized boat. Submitted Photographs should be taken within the bid submission period.</i>
E.	FINANCIAL INFO		1	Last three years Audited Balance Sheet, P&L accounts duly certified by Chartered Accountant.

2.3. Financial Proposal

i) The financial proposal should contain the Bill of Quantities (B.O.Q) in one cover (folder).

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 e-NIQ:

(a) The bidder should have all necessary permission, registration and license as applicable. All categories of prospective bidders shall have to submit valid PAN, GSTIN Registration Certificate with the state of West Bengal, ESI & EPF Registration Certificate, Trade License with Government of West Bengal, Up to date Professional Tax deposit receipt challan to the Government of West Bengal, fitness certificate for operation of the air-conditioned wooden mechanized boat from competent authority in respect of the prospective bidder.

The bidder shall have to submit ownership details, all statutory clearances, license, fitness certificates for the commercial use, Photographs with date, of both exterior and interior of air-conditioned wooden mechanized boat. Submitted Photographs should be taken within the bid submission period.

(b) All categories of prospective bidders shall have to submit Income Tax Return Acknowledgement for last 3 years, last 3 years Audited Balance Sheet, P&L accounts duly certified by Chartered Accountant ,Aadhar Card in respect of the prospective bidder.

(c) 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 NIQ 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 NIQ. The Power of Attorney shall have to be registered in accordance with the provisions of the Registration Act, 1908. Bidders shall have to clearly indicate their legal constitution. The power of attorney or authorization or any other document constituting adequate proof of the ability of the signatory to bind the bidder, shall be annexed to the bid. WBFDCCL may reject outright any bid unsupported by adequate proof of the signatory's authority. (Non-statutory Documents).

(d) Neither prospective bidder nor any of the constituent partners had been debarred to participate in any NIQ 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 NIQ. Such debarment 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]

(e) The partnership firm shall furnish the Registered Partnership Deed, Registered Power of Attorney and the Company shall furnish the Memorandum of Association (MOA), Article of Association (AOA), Incorporation Certificate, Registered Power of Attorney. [Non-statutory Documents]

(f) Registered Un-employed Engineers / 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.

(g) The prospective bidder 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.

(h) A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm. If the prospective Bidder is found to have applied severally in a single job, all his applications will be rejected for that job.

(i) Conditional / Incomplete bid will not be accepted under any circumstances.

(j) *Intending tenderers should produce credentials of supplying at least one air-conditioned wooden mechanized boat to a client for a minimum tenure of 270 days in a single year. The boat should have gearing arrangement with speed motor and 06 cylinders with minimum seating capacity of 40 people during 5(five) years prior to the date of issue of this e-NIQ.*

Terms and conditions of credential:-

- *Payment certificate will not be treated as credential.*
- *Credential certificate issued by the Executive Engineer or equivalent or 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.*

➤ No credential will be considered as valid unless it is supported by work order, completion certificate mentioning the date of completion issued by the competent authority not below the rank of Executive Engineer or equivalent or competent authority of a State / Central Government, State / Central Government undertakings, Statutory / Autonomous bodies constituted under the Central / State Statute. The completion certificate should indicate the value of the work.

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

(l) Bidders has to produce duly self-attested supporting documents/certificate from the employer/client with whom they have worked. Audited Balance Sheet duly certified by the Chartered Accountant (online).

(m) The bid submission by an intending bidder 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.

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

(o) 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 notarized. If any documents submitted by a bidder is either manufacture or false, in such cases, the eligibility of the bidder/bidder will be out rightly rejected at any stage without any prejudice.

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

(q) Form-I, Form-II, Form-III, Affidavit-Y, Indemnity Bond.

(r) Joint Ventures not allowed.

4. NORMS FOR FINALISATION OF THE BIDS and Ranking:

The Evaluation of the eNIQ will be done by a Committee, based on the principle of **Quality cum Cost Based Selection (QCBS)**. The details of the process are described below:

The evaluation of the proposal shall be carried out in three stages.

In the first stage, evaluation of the technical proposal will be taken up. Proposals which are received unsigned, or are incomplete (i.e. when the required bid formats and/ or supporting documents have not been submitted), will be summarily rejected as non- responsive.

In the second stage, evaluation of the financial proposal of the technically qualified bidders will be taken up.

The weightage assigned for bids are as follows.

Sl. No.	Criteria	Weightage
1	Technical Bid	65
2	Financial Bid	35
	Total	100

Bidder scoring highest marks will be assigned Rank-1, 2nd highest Rank-2, 3rd highest Rank-3 and so on.

4.1 EVALUATION OF TECHNICAL BIDS

The Technical Bid will be examined by a Tender Committee constituted in this purpose. Evaluation will be done on the basis of the evaluation criteria mentioned below only for those bidders who have submitted all the documents as mentioned against Clause 6 of this EOI.

Sl. No.	Attributes	Marks	Maximum marks
1.	Establishment of the firm/ company (to be supported by Trade License under Government of West Bengal)	<i>Date of establishment <10 years = 5 marks, >10 years = 10 marks</i>	10
2.	Experience for similar nature of work (at least 1 assignment). Credential in respect of prospective bidder issued by Divisional Forest Officer/ Deputy Conservator of Forests/ Executive Engineer or equivalent Competent Authority). Credential certificate should be issued during 5years prior to the issue of this E.O.I.	<i>4 marks for first one project. 2 marks for each additional project.</i>	20
3.	No. of air-conditioned wooden mechanized boat with gearing arrangement, speed motor, 06 cylinders with minimum seating capacity of 40 people. (to be submitted with necessary ownership details, all statutory clearances, license, fitness certificates for the commercial use and photographs)	2 Nos. or higher = 20 marks and 1 nos. = 10 marks	20
4.	Average turnover in last 3 financial year (to be supported by Audited Balance Sheet and P&L Accounts, Income Tax Return Acknowledgement)	<i><30 lakh = 10 marks >30 lakh = 15 marks</i>	15

1. The Technical Committee may seek clarifications from the bidders if necessary. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the bid documents. The Committee may seek inputs from professional, technical faculties in the evaluation process. However, no additional documents will be allowed to be submitted by the bidder after the formal submission of the bid and the clarifications, if any, have to be provided from documents already submitted

2. Each Technical Bid will be evaluated on the basis of the points mentioned against a **maximum achievable score**.

3. Bidders will be technically disqualified if they do not submit- signed Form-I, Form-II, Form-III, Affidavit-Y, Indemnity Bond, published e-NIQ, published corrigendum (if any), documents mentioned in table 2.2.B of ITB, clause-3 of ITB with their technical bid.

4.2 EVALUATION OF FINANCIAL BIDS

The Financial Bids of the technically qualified bidders will be evaluated as per the evaluation criteria mentioned below:

- The total Financial score for evaluation of financial bids is 35.
- The list of Bidder will be ranked in ascending order, i.e. the Bidder who quoted the lowest amount (L1) will be ranked first and so on. For the purpose of this tender the participating bidder who would quote the lowest gross amount as Financial quote, will be ranked L1 and will be assigned 35 points. Other bidders, viz: L2, L3 etc. will be compared against the financial quote of the L1 and points assigned accordingly. For example, if the quote of L1 is Rs. 200/- & that of L2 is Rs. 400/-, then L1 will be awarded 35 points (maximum) and L2 will be awarded $(200/400) \times 35 = 17.5$ Points.

5. Opening of Technical Proposal: -

Technical proposals will be opened by the authorized representatives electronically from the website stated in Clause 1.1, 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 Committee (constituted for evaluation of tenders).

6. Uploading of summary list of technically qualified tenderers :

Pursuant to scrutiny and decision of the Tender 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, 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.

7. Final publication of summary list of technically qualified tenderers :

Date of opening of financial bid will to be intimated in the final summary list.

8. Opening and Evaluation of Financial Proposal :

Financial proposals of the tenderers declared technically eligible will be opened electronically from the web portal stated in Clause 1.1 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.

9. The intending Tenderers shall clearly understand that whatever may be the outcome of the present NIQ, no cost of Tendering shall be reimbursable by the WBFDC Ltd.. The Divisional Manager, Kolkata Forest Corporation Division, West Bengal Forest Development Corporation Limited 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.

10. The acceptance of the tender rests with The Competent Authority of West Bengal Forest Development Corporation Limited who does not bind himself to accept the rank-1 tender and reserves to himself the authority to reject any or all the tenders received without assigning any reason thereof

11. The Contractor/Bidder should see the site of works and NIQ Documents before submitting their quotation and satisfy himself/herself regarding the condition and nature of works and ascertain difficulties that might be encountered in executing the work.

12. Procedures to be followed when less than three technically qualified tenderers participated in any tender:

Action will taken in accordance with Finance Department , Audit Branch, Group T, memo no. 2320-F(Y) dated 07/06/2022.

13. 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 submit 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 WBFDC Ltd. 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 Executing Authority (the Officer authorized by the WBFDC Ltd.) or its representative(s) for 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 technical personnel, competent Engineers and/or work supervisors;
 - (ii) Non-deployment of committed equipment, facilities, support staff and manpower;
 - (iii) Defective design resulting in substantial corrective works in design and/or construction;
 - (v) Using materials which are inappropriate and substandard or inferior to acceptable standards;
- (14) For the procurement of goods, unsatisfactory progress in the delivery of the goods by the manufacturer, supplier, or distributor arising from Contractor's fault or negligence and/or unsatisfactory or inferior quality of goods, vis-à-vis as laid down in the contract.-

(15) 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 15 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 / security deposit submitted 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.

14. 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. 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.

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 WBFDC Ltd. 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 NIQ Accepting Authority may verify the credential and other documents of the Rank-1 Bidder, if found necessary. After verification, if it is found that such documents submitted by the lowest Bidder is either manufactured or false in that case, work order will not be issued in favour of the Bidder under any circumstances and legal action will be taken against him.

17. Cancellation of NIQ :

The Divisional Manager, Kolkata Forest Corporation Division, West Bengal Forest Development Corporation Limited reserves the right to cancel this N.I.Q. due to unavoidable circumstances and no claim in this respect will be entertained.

18. Security Deposit:

Bidders are required to deposit security deposit @ 10% for those periods for which Work Order is to be issued only.
Security Deposit = 10% X (Daily Hiring Cost X Number of Days for which Work Order is to be Issued.)

EMD will be adjusted with the Security Deposit.

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

No interest will be paid on the Security Deposit.

Security Deposit will be refunded 3months after successful completion of work.

19. Deduction of Taxes Etc:

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

20. MOBILISATION ADVANCE/ COST OVER RUN:

No Mobilisation Advance and Secured Advance will be allowed.

21. Canvassing in connection with the NIQ is strictly prohibited.
22. The successful Bidder will have to start the work as per the work order to commence the work.
23. 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 etc.
24. Prevailing safety norms has to be followed by the successful Bidder during execution of the work so that LTI (Loss of time due to injury) is zero.
25. In the event of a NIQ 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.
26. The Bidder must sign at the bottom of each page of the NIQ documents as a proof of acceptance of terms and conditions of the NIQ. Overwriting shall not be allowed. All corrections, alternations etc. must be duly signed.
27. The successful bidder shall have to comply with the provision of the Minimum Wages Act, 1948 (d) and the subsequent amendments thereof.
28. Work order will be issued subject to availability of fund, administrative approval and financial sanction from the competent authority.
29. The information being provided in this NIQ Document does not relieve the Bidders from carrying out the works to suit the specified needs. The Bidders shall inspect the site and may conduct trials at their own cost and risk and use any and every other method to ensure the adequacy of their offer
30. Bidders are advised to submit quotations based upon Technical Specification, terms and conditions, Scope of Work contained in the Bid Document and General Conditions of Contract and not to stipulate any deviation. Should it, however, become unavoidable, deviations should be suggested during pre bid meeting. Wbfdcl reserves the right to accept or reject the suggested deviations. No deviation from the laid down conditions of the Bid Document is firm unless the same is notified by Wbfdcl.
31. Wbfdcl will not be responsible for any costs or expenses incurred by the Bidder in connection with the preparation and submission of his bid or for any other expenses incurred in connection with such bidding.
- 32. The bidders may please note that Wbfdcl will not entertain any correspondence or queries on the status of the offer received against this Bid. Bidders are also requested not to depute any of their personnel or agent to visit Wbfdcl Offices for making such inquiries. Should Wbfdcl find it necessary to seek any clarification, technical or otherwise, the concerned bidder will be duly contacted by Wbfdcl.**
33. Canvassing in any form by the Bidder or by any other agency acting on behalf of the Bidder after submission of the bid will disqualify the said bidder.

RATES ARE FIRM FOR THE PERIOD OF THE PROJECT. IN CASE ANY ABNORMAL DEVIATION IS OBSERVED DURING THE COURSE THE NIQ ACCEPTING AUTHORITY MAY REFER TO THE APPROPRIATE HIGHER AUTHORITY OF Wbfdcl IN DECIDING ON THE RATE REVISIONS (IF NEEDED).

Divisional Manager,
Kolkata Forest Corporation Division
West Bengal Forest Development Corp. Ltd.

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 Guard File
- 4) Notice Board

Divisional Manager,
Kolkata Forest Corporation Division
West Bengal Forest Development Corp. Ltd.

Section – B
FORM-I
APPLICATION
(To be submitted in the original letterhead of The Firm/Company)

To,
Divisional Manager,
Kolkata Forest Corporation Division
West Bengal Forest Development Corp. Ltd

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

Reference: (NIQ No.)_____

Dear Sir / Madam,

Having examined the Statutory, Non-statutory and NIQ 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) NIQ Inviting Authority and Accepting Authority can amend the scope and value of the contract bid under this project
- (b) NIQ Inviting Authority and Accepting Authority reserve the right to reject any NIQ without assigning any reason.

The application is made by me/us on behalf of _____ in the capacity of _____ duly authorized to submit the NIQ.

Date: _____

Authorized signatory of the firm/company: _____

Title & Capacity of the officer: _____

Name of the Firm with Seal: _____

Section – B
FORM-II

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

A Technical description of the air-conditioned wooden mechanized boat to be submitted as per the format below. The bidder will have to submit copies of all statutory certificates including the general arrangement drawing of the offered air-conditioned wooden mechanized boat .

DETAILS OF THE WOODEN MECHANISED BOAT BEING OFFERED:

Sl. No.	PARTICULARS	
1	NAME OF THE AIR-CONDITIONED WOODEN MECHANISED BOAT	
2	OWNER	
3	FLAG	
4	BUILDER	
5	YEAR OF BUILT	
6	OFFICIAL NO. (If any)	
7	REGISTERING AUTHORITY	
8	BEAM	
9	DEPTH	
10	DRAFT	
11	ENDURANCE (full power)	
12	MAIN ENGINES (No, Make, BHP each)	
13	GENERATOR ENGINES (No, Make, BHP each)	
14	SPEED (In Knots) (Not less than 06 Knots at 80%MCR)	
15	FUEL CONSUMPTION / HOUR at a speed of 06knots.	
16	Propulsion (Type)	
17	Crew (Including Master)	(Give details Separately & annex)

Date: _____

Authorized signatory of the firm/company: _____

Title & Capacity of the officer: _____

Name of the Farm with Seal: _____

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

A.1. Name of the applicant (Bidder):

A.2. Office Address:

Telephone No.:

Fax No.:

e-mail :

A.3. Name and address of Bankers:

A.4. 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 any of constituent partners had been debarred to participate in NIQ 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.
- (III) 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, Kolkata Forest Corporation Division, West Bengal Forest Development Corporation Limited herein referred to as the NIQ Inviting & Accepting Authority, to verify this statement.
- (IV) The undersigned understands that further qualifying information may be requested and agrees to furnish any such information at the request of the NIQ Inviting & Accepting Authority.
- (V) Certified that I have applied in the NIQ in the capacity of individual/as partner of a firm & I have not applied severally for the same job.
- (VI) I do not 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 rescission 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: _____

Section-B

On Non-Judicial Stamp Paper

INDEMNITY BOND

BY THIS BOND I, Shri / Smt -----son of Shri / Smt. ----- residing at -----
----- by occupation ----- the Partner/Proprietor/Director -----having office at
-----, am a bidder under General Manager (HQ), Wbfdcl.

WHEREAS, the said Wbfdcl had asked the every bidder, who is not covered under E.S.I. Act or exempted to furnish an Indemnity Bond in West Bengal Forest Development corporation Ltd against all damages and accidents to the Labourer / Bidder /Contractor.

NOW THIS BOND OF INDEMNITY WITNESSETH THAT the Bidder / Contractor named herein above shall indemnify the Wbfdcl against all damages and accidents occurring to the Labourers of the Bidder / Contractor as demanded by the Kolkata Port Trust and which shall be legal and/or claimed by the Kolkata PortTrust during the execution of the work stated in the NIQ No of -----

AND the Contractor hereunder agrees to indemnify and at all times keep indemnified the Wbfdcl and its administrator and representative and also all such possible claimor demand for damages and accidents.

IN WITNESS WHEREOF I, -----the Partner / Proprietor / Director --
-----hereto set and seal this the day of
----- in the year -----at -----

Sureties: Signature of the Indemnifier

1. Name:

Address:

2. Name:

Address:

TERMS & CONDITIONS:

1. The air-conditioned wooden mechanized boat should not be more than 03 years old as on 01/8/2024.
2. The speed of the air-conditioned wooden mechanized boat should not be less than 06 knots at 80% MCR.
3. The air-conditioned wooden mechanized boat should have gearing arrangement with speed motor and 06 cylinders with minimum seating capacity of 40 passenger excluding necessary crew for providing conveyance to the guests. The wooden mechanized boat should have an attached toilet.
4. The air-conditioned wooden mechanized boat must have the capability to ply in the Sunderbans estuary or nearest coast line at Sagar Island.
5. Endurance of the air-conditioned wooden mechanized boat should be at least 03 days in full operating condition.
6. The agreement shall be for initially for a period of 03 months, which may be extended for a maximum period 03 years with satisfactory performance and mutual consent of both the parties. Further renewal will be at the sole discretion of WBFDC. During the period of contract, the Divisional Manager will be free to terminate the contract if satisfactory service is not rendered by the boat after giving 07 days' notice. However, WBFDC Authority reserves the right to terminate the contract without assigning any reason thereof with immediate effect.
7. WBFDC reserves full control and domain over the boats for the entire period of contract and the Boat owners cannot use/take back the boat for any purpose except with prior approval of WBFDC.
8. The Divisional Manager, KFC, WBFDC shall have full authority to terminate the agreement by giving 07 days notice and for that no compensation on such termination shall be claimed/payable by the other part and even claimed the same shall not be entertained by WBFDC.
9. No compensation shall be payable by the WBFDC for wear and tear and loss of the boat or engine or any parts or accessories for the boat during the hire period. Maintenance and upkeeping of the boat shall be the responsibility of the Contractor.
10. No payment would be made for those days on which the boat will not ply due to technical defects or due to absence of any crew working on the boat to ply the boat or due to any fault of the boat.
11. Payment of hiring charges would be made on monthly basis at the worksheet/log book duly verified and certified by the authorized representative of WBFDC Ltd.. Payment of hiring charges shall be made maximum within next 15 days of the subsequent month. However, the time may vary depending upon availability of fund and financial sanction from Competent Authority.
12. If the boat is to be released for repairs substitute boat is to be replaced with approval of WBFDC.
13. If the boat owner wants to use the boat during the contract period they will have to pay requisite charges as per the chartering rate stipulated by WBFDC.
14. The boat owners will have the option not to renew the agreement after the expiry of the contract period.
15. The Divisional Manager, Kolkata Forest Corporation Division or his authorized representative reserves the right to place the boat under the control of his staff and to ply in areas of Sunderbans, in case of emergency or in the event of any unforeseen event.
16. The boat should be properly painted and should be kept in excellent service condition by the operator.
17. A crew consisting of 01(One) driver, 01 (One) Master and 01 one staff should be provided by the boat owner at his own cost.
18. Fuel and lubricants is to be provided by the boat owner.
19. The air-conditioned wooden mechanized boat should be provided with the following articles of best quality as per satisfaction of the Divisional Manager, Kolkata Forest Corporation Division, WBFDC or his authorized representative.

- a. Radio with battery for weather report:-1.
- b. Folding easy chair: 40 Nos.
- c. Dining table: 05 Nos.
- d. Cooking Utensils.
- e. Storage water for wash room.
- f. Arrangements for making tea and coffee.
- g. Adequate numbers life saving equipments /life jackets.
- h. Ring boya- atleast 06 Nos.
- i. Proper cleanliness of boat including toilets.
- j. Fire extinguisher -04
- k. Mini generator- for lights and fan

20. WBFDCCL would ensure minimum commitment of daily hire charges for payment of 270 days per year or 20 days a month whichever is less.

21. Breach of any terms and conditions of this agreement by the boat owners would make this agreement liable to be terminated by WBFDCCL.

22. In case of any loss or damage, whether direct or indirect is caused to WBFDCCL due to any act/conduct of the Boat owner, the Boat owner shall be solely responsible for the same and indemnify the WBFDCCL for such loss or damages, or damages arising out of any at or conduct of its crews.

23. Except where otherwise provided in the contract, in case any dispute and difference between the parties during the contractual period and thereafter, the same dispute and differences shall be referred to the sole arbitration of the Managing Director, WBFDC Ltd. Should the Managing Director, WBFDC Ltd, be for any reason unwilling or unable to act as such arbitrator, such questions and disputes shall be referred to an arbitrator to be appointed by the Managing Director, WBFDC Ltd. The award of the arbitrator shall be final, conclusive and binding both parties to this contract and no suit shall lie in Civil Court in respect of the award by the Arbitrator. Cost of arbitration shall be borne by both the parties equally.

24. WBFDCCL shall not be liable for the Boat operator in any manner whatsoever. Obligation, if any, would be discharged by WBFDCCL to the tourist only upon receipt of entire money on the basis of the existing rules and regulations of WBFDCCL.

NB: Tender Inviting Authority or his authorized representative of WBFDCCL along with competent technical person (if required) shall physically inspect the air-conditioned wooden mechanized boat and prescribed facilities before opening of their price bids.

WBFDCCL, depending upon the requirement, may deploy the air-conditioned wooden mechanized boat anywhere within its jurisdictions and the air-conditioned wooden mechanized boat should undertake any work that she is designed to and capable of.

The successful bidder has to maintain and operate the air-conditioned wooden mechanized boat as per directives of the Divisional Manager, KFCD, WBFDCCL or his authorized representative. The officers/crews employed by the contractor must be conversant with WBFDCCL's operational requirement as well as rules and regulations of statutory authority.

The air-conditioned wooden mechanized boat shall be required to be manned, maintained and made available for operation from sunrise to sunset (on exigency beyond that) and shall be required to report for operation at 1 (one) hours' notice.

All transportation costs towards men and all materials including fuel, lubricants, stores etc. will be the responsibility of the contractor.

The contractor at their cost will print sufficient number of log book and log abstract as per WBFDCCL approved format and these are to be kept on board.

Responsibility of operating the air-conditioned wooden mechanized boat including manning, supply of fuel and lubricants, provisions and stores and all other supplies and services required to perform the designated duties wholly rests on the contractor and the costs of the same shall have to be taken into account while quoting the rates.

Log Book The contractor has to maintain a daily log book for the air-conditioned wooden mechanized boat. All particulars of the air-conditioned wooden mechanized boat including movement of the air-conditioned wooden mechanized boat ,

engine's important parameters, daily running hours, fuel oil consumed / bunkered etc. to be logged daily and to be signed by the In-Charge / Master of the air-conditioned wooden mechanized boat and the same will be checked and countersigned by WBFDCCL representative. A monthly log abstract is to be prepared mentioning all the above stated important parameters, duly signed by

the In-Charge / Master, and same is to be submitted with the monthly bill without which no payment will be released.. The daily log book is to be retained on board / office and same is to be produced on demand.

25. GUARANTEED AVAILABILITY : The Contractor will have to stand guarantee for the air-conditioned wooden mechanized boat 's availability for at least WBFDCCL would ensure minimum commitment of daily hire charges for payment of 270 days per year or 20 days a month whichever is less in fully operational condition..

In case the offered air-conditioned wooden mechanized boat is not available for operation, then a substitute air-conditioned wooden mechanized boat with similar/better specification (including age of the air-conditioned wooden mechanized boat shall be provided as a replacement by the Contractor at no extra charge within 03 days from the time and date the offered air-conditioned wooden mechanized boat is inoperative / broken down, failing which penalty as per Clause shall apply.

Operation Mode & Charges:

The air-conditioned wooden mechanized boat shall be ready for operation for 24 hours.

On Standby Mode

The air-conditioned wooden mechanized boat shall be deemed to be on standby if the air-conditioned wooden mechanized boat is made available to the authorized officer fully ready and fit for operation with sufficient crew, fuel and stores on board whereby the officer can order the master to commence operation at half an hour's notice.

Rate.

The contractual rate should be inclusive of all the expenses connected to the operation of the air-conditioned wooden mechanized boat including supply of manning, stores, fuel and lubricants and all other materials required for maintenance, running and operation of the air-conditioned Wooden mechanized boat shall be the liability of the contractor. The charges shall accrue to the contractor at the rates quoted by him and accepted by WBFDCCL. The rate should be inclusive of all Taxes.

a) Daily hire charge:

These charges shall be paid for every day the air-conditioned wooden mechanized boat is on standby mode but in ready to operate condition described in clause above. WBFDCCL would ensure minimum commitment of daily hire charges for payment of 270 days per year or 20 days a month whichever is less.

b) Hourly Running charges

This charge shall be payable only for the period the air-conditioned wooden mechanized boat is actually in operation. The contractor will not claim this charge for trial of machineries. WBFDCCL would ensure minimum commitment of 05 hours on the days the air-conditioned wooden mechanized boat is utilized.

c) Fuel and Lubricants

Fuel and Lubricants of appropriate grade for Main Engines, Gear Boxes, steering system etc. shall be collected and stored on board at regular intervals by the contractor. The replenishment shall be so arranged that it does not affect the normal operation of the air-conditioned wooden mechanized boat .

Fuel and lubricants shall be collected only from authorized dealers. WBFDCCL at their discretion may send its representative to oversee/ supervise the bunkering process. All costs of fuel and lubricants are to be borne by the contractor.

The Contractor shall undertake strict measures for 'Energy Conservancy' at all times.

d) Escalation/De-escalation

Escalation and de-escalation on the hourly running charge as quoted by the party will be reassessed on quarterly basis. Rate revision will only be made if variation in base price of HSD exceeds 10% of tender rate/ accepted rate.

(e) DELIVERY/ REDELIVERY of the air-conditioned wooden mechanized boat will be at Godkhali / Jhorkhali.

e) Mobilisation Time

On placement of "Letter of Intent", the air-conditioned wooden mechanized boat is to be made available at Godkhali / Jhorkhali and commence operation within 07 days. Delay in mobilizing the air-conditioned wooden mechanized boat will attract a penalty @ 25% of the Daily Hire Rate of the air-conditioned wooden mechanized boat for each day of delay. No separate mobilization or de-mobilization charges will be paid. The contractor shall include such costs, if any, in the daily hire charge quoted by him.

26.0 Deduction and Penalties:

WBFDCCL will not pay the Daily Hire Charge for the days the operation of the air-conditioned wooden mechanized boat is not utilized or suspended for the reasons attributed to the contractor. Further, a sum equivalent to the "Daily Hire Charge" under the price bid will be imposed as penalty for each day (24 hours) or pro-rata during the "DEFICIT PERIOD". However, Divisional Manager, Kolkata Forest Corporation Division may waive the penalty if he is satisfied that the reasons of the default were beyond the control of the contractor. Proportionate deductions will also be made from the contractor's monthly bill in the event of non-availability / absence of air-conditioned wooden mechanized boat crew and or other concerned personnel.

27.0 Duration of the contract.

This contract will be initially for 03 months which may be extended for a maximum period of 3 years with satisfactory performance and mutual consent of both the parties as per the agreement. The contract will come into force from the date of commencement of operation of the air-conditioned Wooden mechanized boat in Godkhali / Jhorkhali.

WBFDCCL reserves the right to refuse the air-conditioned wooden mechanized boat on her arrival at Godkhali / Jhorkhali if the same is found to be not fulfilling the requirement as laid down in the NIQ, or is incapable of carrying out its designated duties.

Signing of the Contract.

The successful bidder will have to make arrangements for signing a formal agreement with WBFDCCL on a non-judicial Stamp paper within the shortest period after placement of Letter of Acceptance.

Insurance: The air-conditioned wooden mechanized boat must have valid Insurance from any reputed Indian Insurance company for the following manner:-

- i) The hull, machinery and 3rd party liability.
- ii) Total loss of the air-conditioned wooden mechanized boat.
- iii) Total coverage for wreck removal in case the air-conditioned wooden mechanized boat is wrecked.

All persons deployed by the contractor on board the air-conditioned wooden mechanized boat shall be insured by the contractor at his cost and documentary evidence should be provided before commencement of work. WBFDCCL shall not be responsible in any manner for any accident to the personnel engaged by the Contractor during the operation of the tugor otherwise.

28.0 AIR-CONDITIONED WOODEN MECHANIZED BOAT 'S ENCUMBRANCES ON CONTRACTOR

The contractor shall submit an undertaking that the air-conditioned wooden mechanized boat is free from all encumbrances and lien.

29.0 Payment:

The contractor will be paid on monthly basis. The contractor has to submit the bill/invoice for a month within 15th day of the next month along with certified log book extracts, duly certified by the authorised officer together with the original supporting documents duly signed with stamp by Master of air-conditioned wooden mechanized boat along with original bills from the authorized oil supplier /dealer with the monthly bills. WBFDCCL will endeavor to pay the contractor within 15 days from the date of submission of authentic and correct bill.

Should WBFDCCL request the successful bidder to raise bill in a break-up form, the successful bidder would be duty bound to do so.

After receiving Work Order from WBFDCI, the successful bidder must submit their Bank Account No. with E.C.S. facilities within 15 days from the date of issuance of Work Order to facilitate payment to the contractor by WBFDCI through bank.

30.0 Termination of Contract.

WBFDCI, at its sole discretion may terminate the contract after serving 07 days notice if the performance of the air-conditioned wooden mechanized boat is not found satisfactory. The decision of WBFDCI about the performance of the air-conditioned Wooden mechanized boat will be final.

31.0 FORCE MAJEURE

In the event of either party being rendered unable to perform any obligation under the contract, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure events last. The cost and loss sustained by either party shall be borne by respective parties. The term 'force majeure' employed herein shall mean act of God, war (declared or not), riots, civil commotion, fire, accident, sabotage, natural calamities, plague, quarantine, import or export embargoes, restraints imposed by government or change in govt. policies subsequent to hire or any happening affecting the performance by either party its obligations under this charter which the party cannot reasonably prevent or control against.

32.0 Accidental Clause: WBFDCI and Contractor concerned or his authorized representative is bound to take additional protection measures as per norms or guidelines issued by competent Authority for the safety of the boat including its machineries, crew members, onboard passengers. However, WBFDCI is not responsible for any unwanted incidents/accidents for damage and loss of property/ life and no such claim will be entertained by WBFDCI in any manner arising out of the situation.

33.0 The contractor should comply with contract labour (Regulation and Abolition) Act 1970, including compliance of Employees State Insurance Act (if applicable), Workmen Compensation, Minimum Wages Act 1948 and Employees (contractor being the employer) Insurance and any other Laws in force as on date.

34.0 POLICE VERIFICATION CERTIFICATE

The successful contractor must submit local police verification certificates for those persons who will be deployed on board the air-conditioned wooden mechanized boat for carrying out the duties.

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

FORMAT OF PRICE BID

DAILY HIRE CHARGES FOR THE AIR-CONDITIONED WOODEN MECHANIZED BOAT (Including all taxes) :
Rs. (A)

Hourly running charge for the AIR-CONDITIONED WOODEN MECHANIZED BOAT (Including all taxes) :
Rs. PER HOUR {B}

[Hourly running charge shall include only the cost of fuel + lubricant for running the machineries based on the rate of HSD at nearest petrol pump from jetty ghat.

: Assumed running hours per day : 05 HOURS

TOTAL EVALUATED DAILY PRICE =

Rs. [(1 X A) + (1 X 05 X B)] = Rs.....

(Rupeesonly)

Annexure-I

FORMAT OF AGREEMENT (on Rs. 50/- STAMP PAPER)

AGREEMENT FOR HIRING OF ONE AIR-CONDITIONED WOODEN MECHANIZED BOAT

This Agreement made on theday of2023 between the West Bengal Forest Development Corporation Ltd, a Government of West Bengal undertaking having its head office at KB-19, Sector-III, Salt Lake, Kolkata - 700106 hereinafter called “WBFDCCL” (which expression shall, unless excluded by or repugnant to the context, be deemed to include their successors in office) of the one part and M/S..... having its registered office at..... hereinafter called the “contractor” (which expression shall unless excluded by or repugnant to the context be deemed to include its assigns or successors in office) on the other part.

WHEREAS the WBFDCCL are desirous of hiring one air-conditioned Wooden bodied wooden mechanized boat including the work specified in the Bid document should be carried out by the above air-conditioned wooden mechanized boat in satisfactory manner and have accepted a NIQ by the contractor for the said work NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of the agreement, viz:-
 - i) The NIQ /offer and the acceptance of the NIQ/offer including terms and conditions finalized and accepted by both parties prior to opening of price Bid submitted by the contractor.
 - ii) The WBFDCCL General Conditions of Contract, unless superseded by document identified in 2(i) above.
 - iii) The Price Bid as submitted by the contractor and as accepted by the WBFDCCL.
 - iv) The work order.....dated.....
 - v) All correspondences and minutes of the meeting by which item 2(i) to 2(iv) is added, amended, varied or modified in any way by mutual consent.

In consideration of the payments to be made by the WBFDCCL to the contractor as hereinafter mentioned, the contractor hereby covenant with the WBFDCCL to execute the work of supplying one wooden bodied air-conditioned wooden mechanized boat with experienced crew as per conditions & scope of work identified in documents noted in para-2 above and to the order of the Trustees for a period of two years in conformity in all respects with the provisions of the contract.

3. WBFDCCL hereby covenants to pay the contractor in consideration of the satisfactory execution of the contract as per contract price schedule at the times and in the manner prescribed in the contract.

In witness whereof the parties have caused their respective Common Seals to be hereunto affixed the day and year first above written.

The common seal of the WBFDC

Divisional Manager, KFCD, WBFDC

for the WBFDC was hereunto affixed in the presence of

Authorised

Signatory of the Contractor.

The Common Seal of the contractor

Witness 1.....

2.....