



Office of the Divisional Manager, Kolkata Forest Corporation Division, West Bengal Forest Development Corporation Limited

Notice Inviting e-Quotation for
Hiring of Air-conditioned Tempo Traveller

Nie-Q No.: 03/29-49/2024-25



Office of the Divisional Manager, Kolkata Forest Corporation Division,
West Bengal Forest Development Corporation Limited
'Aranya Bikash', KB-19, Sector-III, Salt Lake City, Kolkata – 700 106
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Memo No. 787/29-49/24-25

Date: 09.09.2024

Notice Inviting e-Quotation No.: 03/29-49/2024-25

e-Quotation for Hiring of Air-conditioned Tempo Traveller

The Divisional Manager, Kolkata Forest Corporation Division, West Bengal Forest Development Corporation Limited invites e-quotation for the following work as detailed in the table below.

Collection (downloading) and Submission (uploading) of Tender can be made online through the website <https://wbtenders.gov.in> only.

Name of Project	Estimated Amount Put to tender (Rs.)	EMD (Rs.)	Tender Fees (Rs.)	Period of Completion of the work
Hiring of one air-conditioned tempo traveller with seating capacity of a minimum 12 passengers or more.	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.
Hiring of one air-conditioned tempo traveller with seating capacity of a minimum 24 passengers or more.		10,000.00		

In the event of e-filling, intending bidder may download the tender 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)

- Net banking (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI Bank Payment gateway.
- RTGS/NEFT in case of offline payment through bank accounts in any bank.

Schedule of Dates:

Sl. No.	Particulars	Date & Time
1	Date of uploading N.I.T. Documents - Online (Publishing Date)	10/09/2024 at 01.30 PM
2	Documents download start date (Online)	10/09/2024 at 01.30 PM
3	Documents download end date (Online)	24/09/2024 at 05.00 PM
4	Bid submission start date (Online)	10/09/2024 at 01.00 PM
5	Bid submission closing date (Online)	24/09/2024 at 05.00 PM
6	Bid opening date for Technical Proposal (Online)	26/09/2024 at 05.00 PM
7	Date of uploading technically qualified bidders (Online)	To be notified in due course
8	Date of opening Financial Bids (Online)	To be notified in due course

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

Details of Work

West Bengal Forest Development Corporation Limited (Wbfdcl) invites rate quote for hiring air-conditioned tempo traveller with seating capacity of minimum 12 passenger or more and 24 passenger or more. Initially Wbfdcl will hire air-conditioned tempo traveller (**either** 12 passenger capacity vehicle **or** 24 passenger capacity vehicle) 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.

Tempo traveller will be used to transport tourist passenger from Head Quarter of West Bengal Forest Development Corporation Limited (Wbfdcl) at 'Aranya Bikash', KB-19, Sector-III, Saltlake City, Kolkata 700 106 to Godkhali / Jhorkhali for day tourism programme from Godkhali / Jhorkhali to different parts of Sunderbans

Tempo traveller will leave Wbfdcl HQ tentatively at 7.30 AM with tourist passenger for Godkhali/ Jhorkhali.

Tempo traveller will leave Godkhali/ Jhorkhali tentatively at 6.30 PM with tourist passenger for Wbfdcl HQ.

Wbfdcl would ensure minimum commitment of daily hire charges for payment of 150 days per year or 20 days a month whichever is less. If number days of hiring is more than the ensured minimum commitment days then Wbfdcl will pay as per actual rate discovered through this e-tender.

INSTRUCTION TO BIDDERS (ITB)

Section – A

1. General Guidance for e-Tendering
 - 1.1 Instructions / Guidelines for tenderers for electronic submission of the tenders 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 NIEQ and tender 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 tender 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 the list attached. 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) (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. Photographs of Tempo Traveller (“Photographs” Folder)

Note: Tender 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 tender and upload all the above, digitally signed, along with the NIQ. Tenders 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
			(For details see Clause 3 of ITB & relevant clauses of NIT)
A.	CERTIFICATES	CERTIFICATES	1 Up to date Professional Tax deposit receipt challan
			2 GST Registration Certificate for the state of West Bengal with valid HSN/SAC code tagged for respective similar nature of work.
			3 I.T.R. Acknowledgement Receipt (last 3years)
			4 I.T. 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
			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	<p><i>Intending tenderers should produce credentials of supplying at least one air-conditioned Tempo Traveller to a client for a minimum tenure of 60 days in a single year during 5(five) years prior to the date of issue of this e-NIQ.</i></p> <p><i>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>

				<p>➤ No credential will be considered as valid unless it is supported by work order, price schedule or BOQ of work and 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 (equal to booked expenditure).</p> <p>➤ Estimated Amount, tendered amount, value of executed work, Date of Completion of project along with telephone number & detail address for communication of client must be indicated in the Credential Certificate.</p>
D.	Details of Tempo Traveller		1	<p>Up to date Road Tax payment certificate Bluebook Up to date pollution under control certificate Up to date insurance certificate with Fitness certificate Certificate for commercial usage of vehicle Photographs of tempo traveller with detailed technical specification and layout of seating capacity. Any other statutory documents that may be necessary in this regard</p>
E.	FINANCIAL CAPABILITY		1	<p>Last three years Audited Balance Sheet, P&L accounts duly certified by Chartered Accountant.</p>

2.3. Financial Proposal

- i) The financial proposal should contain the Bill of Quantities (B.O.Q) in one cover (folder). Bidders are required to quote their best price against the item of work as quoted in BOQ.
- 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 tender:

(a) The bidder should have all necessary permission, registration and license as applicable. The bidder should have valid PAN, GSTIN Registration for the state of West Bengal with valid HSN/SAC code tagged for respective similar nature of work, ESI and EPF registrations ((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), Professional Tax registration under Government of West Bengal and Trade License issued by Local Bodies under Government of West Bengal.

(b) All categories of prospective Tenderers shall have to submit valid and up to date Professional Tax receipt challan, GST registration certificate, Income Tax Return Acknowledgement receipt for last 3 years, Audited Balance Sheet and P & L Accounts duly certified by the Chartered Accountant for last 3 years, PAN card issued by Income Tax Department, Aadhar Card and Trade licence for similar nature of work in respect of the prospective tenderer.

(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 tender 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 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 prospective Tenderer nor any of the constituent partners had been debarred to participate in any Tender 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 NIT. 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 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 and the Company shall furnish the Memorandum of Association (MOA) and Article of Association (AOA.) [Non-statutory Documents]

(f) Registered Un-employed Engineers' Co-operative Societies / 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 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 rescission will be considered as disqualification towards eligibility. (Affidavit-Y)

(h) A prospective Tenderer shall be allowed to participate in the job as an individual (proprietorship firm) or as a partner of a firm or as registered company or as registered un-employed engineers and as labour co-operative societies. If the prospective Tenderer is found to have applied severally in a single job, all his applications will be rejected for that job. (Affidavit-Y)

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

(j) *Intending tenderers should produce credentials of supplying at least one air-conditioned Tempo Traveller to a client for a minimum tenure of 60 days in a single year 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, price schedule or BOQ of work and 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 (equal to booked expenditure).*
- *Estimated Amount, tendered amount, value of executed work, Date of Completion of project along with telephone number & detail address for communication of client must be indicated in the Credential Certificate.*

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

(l) Tenderers has to produce duly self-attested supporting documents/certificate from the employer/client with whom they have worked. Audited Balance Sheet and P & L Accounts duly certified by the Chartered Accountant.

(m) The bid submission by an intending tenderer 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. Organisation of the State. (Affidavit-Y)

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

(p) No tenderer 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 document submitted by a Tenderer is found to be incomplete/incorrect/ manufactured / fabricated or false, his Tender will be out rightly rejected at any stage and legal action will be taken against him.

(q) Joint ventures not allowed.

(r) All affidavits are required to be submitted with stamp paper both-side scanned. Without both-side scanned stamp paper participation of bidder will be disqualified during technical evaluation.

(s) Bidders are required to provide details of up to date Road Tax payment certificate, Bluebook, up to date pollution under control certificate, up to date insurance certificate, fitness certificate, certificate for commercial usage of vehicle, photographs of tempo traveller with detailed technical specification and layout of seating capacity. any other statutory documents that may be necessary in this regard.

4. 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 Evaluation Committee (constituted for evaluation of tenders).

5. Uploading of summary list of technically qualified tenderers :

Pursuant to scrutiny and decision of the Tender Evaluation 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.

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

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

7. Opening and Evaluation of Financial Proposal :

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

After evaluation of Financial Proposal, by the appropriate Authority of West Bengal Forest Development Corporation Limited, may upload the final summary result containing inter-alia, name of contractors and the rates quoted by them against each work.

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

Financial bid of technically qualified single / two tenderers may not be opened immediately next call may be invited.

09. Acceptance of Tender (Technically eligible/qualified)

Lowest valid rate should normally be accepted. However, the Tender Accepting Authority does not bind himself to do so and reserves the right to reject any or all the tenders-

10. Grounds for Suspension and Debarment:

The procedure as laid down below shall govern the suspension/debarment of Contractors for offences or violations committed during competitive bidding and contract implementation under WBFDC Ltd..

- (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, solely 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) Deviation from approved design resulting in defective works;
 - (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.

11. 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.
- 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.

d) Intending Tenderers should download the Tender Documents from the website <http://wbtenders.gov.in> directly with the help of Digital Signature Certificate.

e) Both Technical Bid and Financial Bid should be submitted duly digitally signed by the Tenderer through the website <http://wbtenders.gov.in> as per the 'Date & Time Schedule' stated in this N.I.Q. (Details of which has been narrated in 'Instruction to Bidders')

12. Opening of Tender:

- (a) The Technical Bid shall be publicly opened by the authority receiving tender or by his authorized representative, as per the Date & time Schedule mentioned in NIEQ.
- (b) Bid evaluation will be guided by the latest financial rules and guidelines of Government of West Bengal.
- (c) Prospective Tenderers or their authorized representatives may be present during the opening process.
- (d) Financial Bids of only those tenderers who would qualify in the Technical Bid evaluation will be opened.
- (e) The intending Tenderers shall clearly understand that whatever may be the outcome of the present Invitation of Tender, 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.
- (f) The acceptance of the tender rests with The Divisional Manager, Kolkata Forest Corporation Division, West Bengal Forest Development Corporation Limited who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all the tenders received without assigning any reason thereof.
- (g) The Contractor/Bidder should see the site of works and Tender Documents, Drawings etc. before submitting e-Tender and satisfy himself/herself regarding the condition and nature of works and ascertain difficulties that might be encountered in executing the work, carrying materials to the site of work, availability of drinking water and other human requirements & security etc.

13. 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 Employer will not on any account be responsible for procuring the same.

14. The selected contractor shall apply to The Divisional Manager, Kolkata Forest Corporation Division, West Bengal Forest Development Corporation Limited for seeking permission for utilization of land at the close proximity of the site for arranging required (if any) plant & machineries, store of materials, labour shed, laboratory etc. at his own cost and responsibility. All such temporary shed etc. shall have to be dismantled and all debris etc. cleared from site post completion of the work or as directed by The Divisional Manager, Kolkata Forest Corporation Division, West Bengal Forest Development Corporation Limited. Once an order to the effect is issued from The Divisional Manager, Kolkata Forest Corporation Division, West Bengal Forest Development Corporation Limited in this regard, it shall be brought to effect by the contractor without contest.

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:

At any stage of tender during bid evaluation / before issuance of the work order, the Tender Accepting Authority may verify the credential and other documents of any bidder / the lowest Tenderer (after opening financial bid) if found necessary. After verification, if it is found that such documents submitted by the any bidder / lowest Tenderer (after opening financial bid) is either manufactured or false in that case, his bid will be rejected / work order will not be issued in favour of the Tenderer (after opening financial bid) under any circumstances and legal action will be taken against him.

17. Cancellation of Tender :

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.

23. Canvassing in connection with the tender is strictly prohibited.

29. In the event of a tender being submitted by a prospective bidder, it must be signed by a Proprietor / Partner / Director / Member / Employee of the Firm / Company / Labour Co-operative Society / Registered Unemployed Engineers Society, having legal authority to do so in form of registered power of attorney showing clear authorization in his favour, by the rest of the Directors / Partners / Members of such firm / company / Labour Co-operative Society / Registered Unemployed Engineers Society, to submit such tender. The Power of Attorney shall have to be registered in accordance with the provisions of the Registration Act, 1908 and if called for, legal documentations in support thereon must be produced for inspection.

30. The Tenderer must sign at the bottom of each page of the tender documents as a proof of acceptance of terms and conditions of the Tender. Overwriting shall not be allowed. All corrections, alternations etc. must be duly signed.

31. Mismatch in Name

All documents uploaded by the Bidder in support of his eligibility/credential for Pre-qualification to participate in this NIE T should be same and identical & with Digital signature certificate (DSC). Minor mismatch like "M/S", "Kr/Kumar", "Co-Op/Co-Operative" etc. has to be legalised/authenticated by the Bidder by uploading of proper Affidavit (duly Notarized) in this regard.

32. The successful tenderer shall have to comply with the provision of the Minimum Wages Act, 1948 (d) and the subsequent amendments thereof.

33. Work order will be issued subject to availability of fund, administrative approval and financial sanction from the competent authority.

34. 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 Fuel exceeds 10% of tender rate/ accepted rate.

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

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

Reference: (NIeQ No.)_____

Dear Sir,

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

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

Enclosure:

- (1) Technical Proposal (Envelop-1/Folder)
- (2) Financial Proposal (Envelop-2/Folder)

Date:_____

Authorized signatory of the firm/company:_____

Title & Capacity of the officer:_____

Name of the Firm with Seal:_____

Section-B
FORM II
(TO BE FILLED UP BY TENDERER)

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

Dear Sir,

Ref:-

Tender Reference No.

1. I/We refer to the tender notice issued by you for the work of in _____ division vide tender reference no. _____ mentioned above.
2. I/ We have satisfied myself/ ourselves as to the site conditions, examined the drawings and all aspects of tender conditions, subject above, I/ We hereby agree, should this tender be accepted in whole or in part, to:
(a) abide by and fulfil all the terms and provisions of the said conditions annexed hereto;
(b) complete the works withindays.
3. I/ We have deposited the earnest money of Rs. _____ only which, I/ We note that deposited EMD, will not bear any interest and is liable for forfeiture-
 - (i) If our offer is withdrawn within the validity period of acceptance.
 - (ii) If the contract is not executed within 7 days from the date of receipt of the letter of acceptance.
Or
 - (iii) If the work is not commenced within 7 days after issue of work order/ handing over of the site whichever is later.
4. I/ We understand that you are not bound to accept the lowest or any tender you receive.

Yours faithfully,

Signature.....
Designation :
Address :

Name of Proprietor/Partners/Directors of the Firm/Company:

- 1) _____.
- 2) _____.

Section – B
FORM – III
STRUCTURE AND ORGANISATION

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

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 Firm, Pvt. Ltd. Company or Corporation, Registered Un-employed Engineers' Co-operative Societies / Labour Co- operative Societies

FORMAT OF PRICE BID

DAILY HIRE CHARGES FOR THE AIR-CONDITIONED TEMPO TRAVELLER (Including all taxes) :Rs - (A)

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

[Hourly running charge shall include only the cost of fuel + lubricant]

TOTAL EVALUATED DAILY PRICE =

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

(Rupeesonly)

[In case of tie bid, bidder quoting lowest rate for 'A' above will be accepted as L-1 bidder]

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 tender 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. (Clause 3.d. of ITB of this NIeT)
- (III) The undersigned would authorize and request any Bank, person, Firm, Government Department 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 Tender 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 Tender Inviting & Accepting Authority. (Clause 5 of ITB of this NIeT)
- (V) Certified that I have applied in the tender in the capacity of individual (proprietorship firm) / as partner of a firm / Registered Company / Registered Un-employed Engineers' / Registered Co-operative Societies or Labour Co-operative Societies & I have not applied severally for the same job (Clause 3.h. of ITB of this NIeT)
- (VI) I do not have any litigation in past or present with any Govt./PSU/Semi-Govt. Organisation of State/ Central Government. (Clause 3.n. of ITB of this NIeT)
- (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 NIT. Such abandonment or rescission will be considered as disqualification towards eligibility. (Clause 3.g. of ITB of this NIeT)

Date:_____

Authorized signatory of the Firm/Company:_____

Title & Capacity of the officer:_____

Name of the Firm with Seal:_____

GENERAL TERMS & CONDITIONS OF CONTRACT

1. The air-conditioned tempo traveller should not be more than 03 years old as on 01/9/2024
2. 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 air-conditioned tempo traveller contractor, after giving 07 days' notice. However, WBFDC Authority reserves the right to terminate the contract without assigning any reason thereof with immediate effect.
3. No compensation shall be payable by the WBFDC for wear and tear and loss of the Tempo Traveller or engine or any parts or accessories during the hire period. Maintenance and upkeeping of the Tempo Traveller shall be the responsibility of the Contractor.
4. No payment would be made for those days on which the Tempo Traveller will not ply due to technical defects or due to absence of any support staff to drive the Tempo Traveller or due to any fault of the Tempo Traveller.
5. 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.
6. If the Air-conditioned Tempo Traveller is to be released for repairs substitute Air-conditioned Tempo Traveller is to be replaced with approval of WBFDC.
7. Fuel and lubricants is to be provided by the owner of the vehicle.
8. WBFDC would ensure minimum commitment of daily hire charges for payment of 150 days per year or 20 days a month whichever is less. If number days of hiring is more than the ensured minimum commitment days then WBFDC will pay as per actual rate discovered through this e-tender.
9. Breach of any terms and conditions of this agreement by the vehicle owner would make this agreement liable to be terminated by WBFDC.
10. In case of any loss or damage, whether direct or indirect is caused to WBFDC due to any act/conduct of the Tempo Traveller owner, the Tempo Traveller owner shall be solely responsible for the same and indemnify the WBFDC for such loss or damages, or damages arising out of any act or conduct of its support staff of Tempo Traveller owner.
11. WBFDC shall not be liable for the Tempo traveller operator in any manner whatsoever. Obligation, if any, would be discharged by WBFDC to the tourist only upon receipt of entire money on the basis of the existing rules and regulations of WBFDC.
12. Tender Inviting Authority or his authorized representative of WBFDC along with competent technical person (if required) shall physically inspect the air-conditioned Tempo Traveller and prescribed facilities before opening of their price bids.
13. The successful bidder has to maintain and operate the air-conditioned Tempo Traveller as per directives of the Divisional Manager, KFC, WBFDC or his authorized representative. The support staffs employed by the contractor must be conversant with WBFDC's operational requirement as well as rules and regulations of statutory authority.
14. All transportation costs towards men and all materials including fuel, lubricants, stores etc. will be the responsibility of the contractor.

15. The contractor at their cost will print sufficient number of log book and log abstract as per Wbfdcl approved format and these are to be kept on board.
16. *Responsibility of operating the air-conditioned Tempo Traveller 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.*
17. Log Book: The contractor has to maintain a daily log book for the air-conditioned Tempo Traveller. All particulars of the air-conditioned Tempo Traveller including movement of the air-conditioned Tempo Traveller, engine's important parameters, daily running hours, fuel oil consumed / bunkered etc. to be logged daily and to be signed by the In-Charge of the air-conditioned Tempo Traveller and the same will be checked and countersigned by Wbfdcl representative. A monthly log abstract is to be prepared mentioning all the above stated important parameters, duly signed by the In-Charge, 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.
18. GUARANTEED AVAILABILITY: The Contractor will have to stand guarantee for the air-conditioned Tempo Traveller's availability for entire period of contract. Wbfdcl would ensure minimum commitment of daily hire charges for payment of 150 days per year or 20 days a month whichever is less in fully operational condition. If number days of hiring is more than the ensured minimum commitment days then Wbfdcl will pay as per actual rate discovered through this e-tender
19. In case the offered air-conditioned Tempo Traveler is not available for operation, then a substitute air-conditioned Tempo Traveler with similar/better specification (including age of the air-conditioned Tempo Traveler 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 Tempo Traveler is inoperative / broken down, failing which penalty as per Clause shall apply.
20. Rate: The contractual rate should be inclusive of all the expenses connected to the operation of the air-conditioned Tempo Traveller including supply of manning, stores, fuel and lubricants and all other materials required for maintenance, running and operation of the air-conditioned Tempo Travellers shall be the liability of the contractor. The charges shall accrue to the contractor at the rates quoted by him and accepted by Wbfdcl. The rate should be inclusive of all Taxes.
 - a) Daily hire charge:
These charges shall be paid for every day the air-conditioned Tempo Traveler is on standby mode but in ready to operate condition described in clause above. Wbfdcl would ensure minimum commitment of daily hire charges for payment of 150 days per year or 20 days a month whichever is less. If number days of hiring is more than the ensured minimum commitment days then Wbfdcl will pay as per actual rate discovered through this e-tender
 - b) Hourly Running charges
This charge shall be payable only for the period the air-conditioned Tempo Traveler is actually in operation. The contractor will not claim this charge for trial of machineries.
21. Mobilisation Time On placement of "Letter of Intent", the air-conditioned Tempo Traveler is to be made available at Wbfdcl HQ and commence operation within 07 days. Delay in mobilizing the air-conditioned Tempo Traveler will attract a penalty @ 25% of the Daily Hire Rate of the air-conditioned Tempo Traveler 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.
22. Deduction and Penalties: Wbfdcl will not pay the Daily Hire Charge for the days the operation of the air-conditioned Tempo Traveler 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 Tempo Traveler support staff.

23. 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 tempo traveller.
24. Wbfdcl reserves the right to refuse the air-conditioned tempo traveller his arrival at Wbfdcl HQ, 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.
25. Signing of the Contract. The successful bidder will have to make arrangements for signing a formal agreement with Wbfdcl on a non-judicial Stamp paper within the shortest period after placement of Letter of Acceptance.
26. All support staffs deployed by the contractor and tourist passengers riding the air-conditioned tempo traveller shall be insured by the contractor at his cost and documentary evidence should be provided before commencement of work. Wbfdcl shall not be responsible in any manner for any accident to the personnel engaged by the Contractor during the operation of the tugor otherwise.
27. AIR-CONDITIONED TEMPO TRAVELLER'S ENCUMBRANCES ON CONTRACTOR: The contractor shall submit an undertaking that the air-conditioned tempo traveller boat is free from all encumbrances and lien.
28. 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 the contractor along with original bills from the authorized oil supplier /dealer with the monthly bills. Wbfdcl will endeavour to pay the contractor within 15 days from the date of submission of authentic and correct bill. Should Wbfdcl request the successful bidder to raise bill in a break-up form, the successful bidder would be duty bound to do so. While making any payment to the Contractor, initially only 80% of approved bill amount will be paid. The contractor shall have to make full payment of applied GST on approved bill amount and the contractor shall have to submit the GSTR-1 and GSTR-3B against paid GST. Once Wbfdcl is able to take input tax credit in GSTR-2B then immediately the contractor will get balance 20% of approved bill amount. If the contractor fails to deposit the GST amount of approved bill / doesn't submit GSTR-1 and GSTR-3B, withheld 20% of approved bill amount will be forfeited.
29. After receiving Work Order from Wbfdcl, 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 Wbfdcl through bank.
30. Termination of Contract. : Wbfdcl, at its sole discretion may terminate the contract after serving 07 days' notice if the performance of the air-conditioned tempo traveller is not found satisfactory. The decision of Wbfdcl about the performance of the air-conditioned tempo traveller will be final.
31. 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 it's obligations under this charter which the party cannot reasonably prevent or control against.
32. Accidental Clause: Wbfdcl 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 air conditioned tempo traveller including its vehicle, support staff, onboard passengers. However, Wbfdcl is not responsible for any unwanted incidents/ accidents for damage and loss of property/ life and no such claim will be entertained by Wbfdcl in any manner arising out of the situation.
33. 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. POLICE VERIFICATION CERTIFICATE : The successful contractor must submit local police verification certificates for those persons who will be deployed on board the air-conditioned tempo traveller for carrying out the duties.
35. All support staff should be in uniform as approved by the Divisional Manager, Kolkata Forest Corporation Division, WBFDC.
36. The Contractor will be required to provide his support staff list to the Divisional Manager, Kolkata Forest Corporation Division, WBFDC with identity and address proof prior starting of any kind of commercial operation. Any change in staff list shall have to be informed to the Divisional Manager, Kolkata Forest Corporation Division, WBFDC before replacement of any support staff.
37. Settlement of Dispute, Arbitration: Except where otherwise provided in the Contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instruction herein before mentioned and as to the quality of workmanship or materials used on the work, or as to any other question, claim, rights, matter, or things whatsoever, in any way arising out of or relating to the contract, design, drawings, specifications estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure or execute the same, whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Managing Director, WBFDC Ltd.

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