

Tender

For

**Purchase of various types of FRP Vessels/ Canoe and Row boat for Banabitan, Salt Lake,
Kolkata**



TENDER No: 942/143/28-143/2021-22

Date:03.09.2021

Issued by:

West Bengal Forest Development Corporation Limited (WBFDC)

Kolkata Forest Corporation Division, 'AranyaBikash',

KB-19, Sector-III, Salt Lake City, Kolkata-700106

Web site: <https://www.wbfdc.com>

E-mail: kfcd@wbfdc.com

DISCLAIMER

1. The information contained in this Tender document (the “TENDER) or subsequently provided to interested parties (Agencies), whether verbally or in documentary or in any other form by or on behalf of Wbfdcl, hereinafter referred to as “**Wbfdcl**” or any of its employees or advisors, is provided to the Agency on the terms and conditions set out in this TENDER and such other terms and conditions subject to which such information is provided.
2. Wbfdcl has prepared this document to give interested parties background information on the Project. While Wbfdcl have taken due care in the preparation of the information contained herein and believe it to be accurate, neither Wbfdcl nor any of its authorities or agencies are responsible for the completeness or accuracy of the information contained in this document.
3. The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not rely on the information in submitting a TENDER. The information is provided on the basis that it is not binding on Wbfdcl, any of its authorities or agencies or any of their respective officers, employees, agents or advisors. Wbfdcl reserves the right not to proceed with the Project or to change the configuration of the Project, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the Project further with any party expressing interest.
4. No reimbursement of cost of any type will be paid to persons or entities expressing interest or submitting the bid.

Sd/-

Divisional Manager

Kolkata Forest Corporation Division

WEST BENGAL FOREST DEVELOPMENT CORPORATION LIMITED
(A GOVERNMENT OF WEST BENGAL UNDERTAKING)
(Phone no.033-4001 0636; Fax:2335-5230; email ID:dcfurfkolkata@gmail.com)

NIT no. 942/143/28-143/2021-22

Date: 03.09.2021

The **Divisional Manager, Kolkata division, “AranyaBhawan”** of West Bengal Forest Development Corporation Ltd invites e-tenders for the following work from the eligible contractors as detailed in the table below. Downloading of tender can be made online through the website: www.wbfdc.com only.

1. Description of work:

WBFDCCL HEREBY INVITES TENDER FOR “PURCHASE OF VARIOUS TYPES OF FRP VESSELS/ CANOE AND ROW BOAT FOR BANABITAN, SALT LAKE, KOLKATA”

S. No.	Type	Specification	Numbers
1.	FRP Canoe 15’	<ul style="list-style-type: none">• 3 Numbers of Different colours• Length: 4.57 m• Breadth-0.7m,• Depth: 0.3 m• Draft: 0.10m• Capacity: 3 pax• Weight: within 55 Kg	3
2.	FRP Canoe 18’	<ul style="list-style-type: none">• 3 Numbers of Different colours• Length: 5.48 m• Breadth-0.9m,• Depth: 0.3 m• Draft: 0.10m• Capacity: 5 pax• Weight: within 75 Kg	3
3.	Row Boat	<ul style="list-style-type: none">• 3 Numbers of Different colours• Length: 3.83 m• Breadth-1.50m,• Depth: 0.6 m• Capacity: 5 pax	3

Note:

1. The above mentioned Canoes and Boats should be same as displayed as sample in Banabitan, Salt Lake, Kolkata.

2. Any deviation from the description as mentioned in above point will be subjected to rejection.

Deposits and Scheduled timeline of work:

S. No.	Name of the work	Earnest Money Deposit	Price per set of tender document (in Rs.)	Timeline of Completion work (days)
1	2	3	4	5
1.	Purchase of various types of FRP Vessels/ Canoe and Row Boat for Banabitan, Salt Lake, Kolkata	9,000/-	750/-	30 days from the date of issue of work order

2. Details of the schedule of bid

S. No.	Particulars	Date & Time
I	Date of publishing of NIT online through the website http://wbtenders.gov.in	04.09.2021
II	Date & Time for downloading of tender documents from the website http://wbtenders.gov.in	04.09.2021, 05.00 PM Onwards
III	Last date & Time for submission of tender/ bid through offline mode (Hard copy submission)	11.09.2021 , 05.00 PM

Notes:

- a) 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.
- b) The Tender inviting authority may change the venue of opening the technical or financial bids in case of exigent circumstances like breakdown of communications link etc.
- c) The tender inviting Authority reserves the right to defer the date of opening of either the technical or financial proposal or both, if required.
- d) The above time is tentative and the Corporation may at its discretion change the same by issuing an Addendum. Wbfdcl reserves the right to modify the said schedule of Bidding Process at any time during the Bidding Process at its sole discretion without assigning any reason or being liable for the same in any manner whatsoever.

3. Background

- 3.1. The West Bengal Forest Development Corporation Limited (Wbfdcl) (hereinafter also referred to as the “Corporation”) came into existence in 1974 as per Companies Act 1956, on the recommendation of National Commission of Agriculture. The Broad Objectives of setting up Wbfdcl was to offer timber, non-timber forest produces and value-added forest products at reasonable prices for the public in general, to develop awareness for conservation of nature and wild life through responsible eco-tourism.
- 3.2. Wbfdcl invites tender for **Purchasing of various types of FRP Vessels/ Canoe and Row Boat for Banabitan, Salt Lake, Kolkata**

- 3.3. The detailed **Purchase of various types of FRP Vessels/ Canoe and Row Boat for Banabitan, Salt Lake, Kolkata** are provided in Appendix 2.

4. Location: Banabitan

- 4.1 Banabitan/ Central Park situated in Salt Lake, Kolkata is a public urban park. The Park was created by Forest Department in 1991. The Park is spread over 70 acres including a lake in 15 acres, children park of 12 acres and parking area of 4 acres. The Park has several tree species like Mehogani, Sisoo, Shal, Chikrashi, Shegun, several bamboo species, climbers and shrubs. The fauna includes more than 125 species of birds, around 80 species of butterflies, more than 10 species of Mammals along with several reptilian and amphibian species.
- 4.2 Having all these natural attractions, the park is being used by several people with various perspectives. During the morning hours, thousands of morning walkers come to the park and thousands of day visitors come to enjoy the serenity of nature as well. Students visit the place for their day excursions and families for relaxation. For amusement of kids, there is a children's corner with a few rides, 4 pagodas and a few gazebos.

5. Brief

- 5.1 Kolkata Division of Wbfdcl proposes to **Purchase of various types of FRP Vessels/ Canoe and Row Boat for Banabitan, Salt Lake, Kolkata**. The work mentioned will be allocated to suitable agencies appointed through e-tender process.
- 5.2 Interested Firms/ Companies who are able to comply the requirements may submit the Tender duly filled in and supplemented with all relevant documents to Wbfdcl for further processing as per laid Procedures. Tender not completed in any respect is liable to be rejected summarily.
- 5.3 Interested Agency can submit their Application only through electronic means, as per guidelines provided in Appendix 1.
- 5.4 The selection of the Agency will be finalized on the basis of scoring criteria as laid down in Clause 7.

6. Eligibility Criteria for participation in tender:

- 6.1 The Agency may be Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company/ Limited Liability Partnership / Cooperative Society/ Society. No consortium/ joint venture of any sort will be allowed.
- 6.2 The agency should have the experience of working in West Bengal.
- 6.3 The agency should have an experience of the following type of credential(s) in last 5 years:
- a. Intending tenderer should produce credential of similar nature of completed 1 (one) work of the minimum value of 1,80,000/- during 5 years prior to the date of issue of the tender notice;
- Or
- b. Intending tenderer should produce credentials of similar nature of completed 2 (two) works of the minimum value of 1,35,000/- during 5 years prior to the date of issue of the tender notice
- 6.4 The Bidder to furnish a certificate from Original Equipment Manufacturer (OEM) or a declaration to be made if the participant itself is the OEM, that they will support the mechanism of this project either directly through their support office in India or through their authorized channel partner/ dealers in India.

7. Documents (hard copy submission) to be submitted by Agency

7.1 (Bid PART A) Technical Bid: The pre-Qualification or Technical Bid shall contain the copies of the following documents:

- 7.1.1. Trade License
- 7.1.2. In case of Company – *Please enclose Memorandum and Articles of Association along with certificates of incorporation, and date of commencement of business etc.*
- 7.1.3. In case of Partnership Firm, registered under the Partnership Act., 1932 – Please enclose details of partners, details of their business and partnership deed etc. duly attested by Notary.
- 7.1.4. GST Certificate
- 7.1.5. Audited Balance Sheet for the last 4 years.
- 7.1.6. Annexures as per the format enclosed.
- 7.1.7. Experience and all other certificates as per eligibility criteria 6

7.2 (Bid PART B) Financial/Price Bid:

- 7.2.1 The Bidder shall directly submit financial quotes as inclusive of transportation & installation as its Financial Bid in Folder II (Bid B) The price quoted by the Bidder should be inclusive of packing, insurance, free installation, Turnkey and exclusive of GST and other tax and government levy will be paid extra on actual basis (if any). In case of discrepancies between figures and words, words shall be taken in to consideration. The Price Bid quoted by the Bidder shall remain valid for 6 month.
- 7.2.2 Financial Bids of only technically qualified bidder(s) would be opened.
- 7.2.3 The minimum bid received would be declared as the winner.

Note: This Tender is non-binding in nature. A response to this Tender does not automatically ensure that you will be selected to participate in tender or be selected for procurement. The Corporation shall not be responsible for the costs incurred by you in preparing and submitting your expression of interest.

7.2.4 The sealed envelope carrying the Original Document shall bear the name of the Bidder and super scribe as “Tender document for **Purchase of various types of FRP Vessels/ Canoe and Row Boat for Banabitan, Salt Lake, Kolkata**”.

8. Document to be submitted:

- 8.1 The submission of the bid is to be done in the form of hard copy submission within the mentioned date and time mentioned in Clause no. 2.
- 8.2 The document shall be arranged and submitted in the way mentioned in Clause no. 8.
- 8.3 The bid documents should be submitted to the address mentioned below:

**The Divisional Manager,
Kolkata Forest Corporation Division,
'AranyaBikash',
KB-19, Sector-III, Salt Lake City,
Kolkata-700106
E-mail: kfcd@wbfdc.com**

9. Notification of Selection

- 9.1 Wbfdcl, Kolkata Division shall notify the successful Agency.
- 9.2 The Agency shall acknowledge in writing, receipt of the notification of selection and shall send his acceptance within seven (7) days of receiving the notification.
- 9.3 Failure to Application by this, may lead to termination of the Tender and forfeiture of the Earnest Money Deposit.

10. Earnest Money Deposit/ Application Security

- 10.1 The Agency shall furnish, as part of its Application, an Application Security or the Earnest Money Deposit (EMD) equivalent to Rs. 9,000/- (Rupees Nine Thousand only).
- 10.2 EMD has to be payable in the form of Demand draft (DD) in favour of “The Divisional Manager, Wbfdcl” payable at any nationalized bank in Kolkata.
- 10.3 The EMD of the selected Agency may be forfeited if the organization fails to sign the contract in accordance with the terms and conditions.
- 10.4 MSME/ UdyamAadhar registered Company(s)/Firm(s) are exempted from submission of EMD. (Document should be uploaded)

11. Tender fees:

A non-refundable price of 750/- (Seven Hundred and fifty rupees only) for the set of tender document is to be submitted through Demand draft (DD) in favour of “The Divisional Manager, Wbfdcl” payable at any nationalized bank in Kolkata

12. Amendment of TENDER

- 12.1 At any time prior to the Application Due Date, Wbfdcl may, for any reason, whether at its own initiative or in response to clarifications requested by an Agency, modify the TENDER by the issuance of Addenda.
- 12.2 In order to afford the Agencies a reasonable time for taking an Addendum into account, or for any other reason, Corporation may, at its own discretion, extend the Application Due Date.

13. Tender Validity

- 13.1 Tender submitted by the Agencies shall remain valid for a period of 90 days (Ninety days) after the Application/ Tender Due Date.
- 13.2 Prior to expiry of the Application Validity Period, the Corporation may request the Agencies to extend the Application Validity Period for a specified additional period.

14. Clarifications:

- 14.1 The details regarding any query should be submitted to the email ID: kfcd@wbfdc.com. The query needs to be submitted within 5 days of publication of the tender.

15. Terms & Conditions

- 15.1 The undersigned reserves the right to withdraw or include any item without assigning any reason thereof.
- 15.2 The undersigned reserves the right to reject the Tender of any Agency who is a defaulter to the Wbfdcl & the Forest Directorate, WB in respect of payment of dues.
- 15.3 If services provided by the vendor is found to be unsatisfactory or at any time it is found that the information provided for Tender or any tender is false or irregular while applying for the tenders Wbfdcl shall reserve the right to cancel the work order.
- 15.4 The evaluation of the Tenders shall be carried out by the committee constituted for the purpose.
- 15.5 Any un-authenticated, alterations, erasures, overwriting, blanking out or discrepancies may render the Tender submission invalid. The evaluation of the response will only be based on the documents submitted and evaluation committee reserved the right to relax the evaluation criteria.
- 15.6 Response submitted by Fax or E-mail or any form other than mentioned above will not be acceptable and liable for rejection by Wbfdcl
- 15.7 The Corporation shall enter into an Agreement with the Successful Agency.
- 15.8 The successful Applicant will have to submit a Bank Guarantee of an amount of 3% of accepted quote. 2% has to be deposited during the agreement with the authority and remaining 1% will be deducted from the R/A bills submitted by the vendor. The initial amount of 2% has to be deposited in the form of Demand Draft/ Bank Guarantee as Security on or before signing of Agreement with the Corporation. The security shall be released within 30 days of the contract period. The Bank Guarantee to be furnished by the Empanelled Vendor in the format as provided in Annexure VI. The amount submitted in the form of EMD has to be deducted from the initial 2% of the accepted quote at the time of signing the agreement, provided the EMD is paid while submitting the bid. In such case, Demand draft of Bank guarantee has to be made accordingly.

15.9 Defect Liability period:

- 15.9.1. The Agency will be liable to maintain the work at working portion at the appropriate service level to the satisfaction of the authority at his own cost for a period of 6 months from the date of completion of the work. If any defect/damage is found during the period as mentioned above contractor shall make the same good at his own cost expense to the specification at par with instant project work. Failure to do so, penal action against the Agency will be imposed by the Department as deem fit. The Agency will have to quote his rate considering the above aspect.
- 15.9.2. Also the Prospective Bidders shall have to execute the work in such a manner so that appropriate service level of the work is kept during progress of work and a period of 6 months from the date of successful completion of the work to the entire satisfaction of the Engineer-in-Charge may be considered towards release of full Security Deposit.

15.10 Penalty for delay:

The assigned agency if unable to complete the work within the mentioned timeline, then a penalty of 2,000/- (Two thousand rupees only) will be charged on per day basis. This clause is applicable for the projects where the total project cost is more than 20 lakhs.

15.11 Force Majeure:

Restoration of defect in Electro mechanical equipment due to natural calamity or force majeure or act of God if any will not come under scope of the defect liability.

Sd/-

**The Divisional Manager,
Kolkata Forest Corporation Division,
'AranyaBikash',
KB-19, Sector-III, Salt Lake City,
Kolkata-700106**

Annexure – I Format of Undertaking
(on Company's Letter Head)

(The Agency shall submit together with CHECK LIST & other documentary evidences)

To,
The Divisional Manager,
Kolkata Forest Corporation Division,
'AranyaBikash',
KB-19, Sector-III, Salt Lake City,
Kolkata-700106
E-mail: kfcd@wbfdc.com

Dear Sir/ Madam,

TENDER Ref No:

Subject: Tender for "Purchase of various types of FRP Vessels/ Canoe and Row Boat for Banabitan, Salt Lake, Kolkata"

Dear Sir/ Madam,

1. With reference to your tender reference no_____dated_____, M/s_____ hereby submit the tender for the subject project
2. I/We certify that all information provided in the Tender is true and correct.
3. I/We understand that this tender is non-binding in nature.
4. I/We acknowledge that the right of the Corporation to reject our Tender without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. I/We understand that the Corporation reserves the right to modify, cancel, suspend or terminate any aspect of the tender process at any time, for any reason, without giving prior notice and the Corporation (including their officers, employees, consultants) will not be bound by this tender.
6. I/ We understand that this tender is non-binding in nature and the Corporation reserves the right to follow a competitive application process for selection of Vendor/s, subsequent to this tender.

Yours faithfully,
(Signature, name and designation of the Authorized signatory)

(Name and seal of the Agency)

Annexure II – Agency’s Profile

1.
 - (a) Name:
 - (b) Registration Details of the Agency (**Enclose certification of Company /Trust deed/Society deed**):
 - (c) Country of incorporation:
 - (d) Address of the corporate headquarters and its branch office(s), if any, in India:
 - (e) Date of incorporation and/ or commencement of business:
 - (f) GST No
- 2 Brief description of the Agency including details of its main lines of business:
- 3 Details of individual(s) who will serve as the point of contact/ communication for Wbfdcl:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone / Mobile Number(s):
 - (f) E-Mail Address:
4. Particulars of the Authorized Signatory of the Agency:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone /Mobile Number:
 - (e) E-mail Address:

We hereby declare that the information submitted above is true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us our tender is liable to be rejected.

Signature of the Authorized Signatory with date & seal

Annexure III– Agency’s Experience (Technical Capacity of the Agency)

Sl. No.	Details of the Work of Supplying such similar materials to Government Department during 5 (five) years prior to the date of issue of the Tender	Name and complete Postal Address of the Customer/ Government bodies	Name, Designation, Telephone, Fax, Telex Nos., email of the Customer/ Government bodies	Value of Goods/ Project Cost	Whether reference Letter Enclosed (Y/N)	Details of the similar nature of work in West Bengal (With documentary evidence)
1	2	3	4	5	6	7

*Enclose necessary documentary proof – Pl mark necessary page No for each of the enclosures)

Annexure IV– Financial Capacity of the Agency

FY	Turnover (in Rs)
2019-20	
2018-19	
2017-18	
2016-17	

Agency to attach auditor certificate along with audited balance sheet.

Signature of Company's CA

Signature of the Bidder

Annexure V: Format of Power Of Attorney for Authorizing Signatory of the Agency

Know all men by these presents, We _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms (name), _____ son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for the ***** Project[s] proposed or being developed by the ***** (the "Corporation") including but not limited to signing and submission of all applications, Applications and other documents and writings, participate in Pre-Application and other conferences and providing information/ responses to Wbfdcl, representing us in all matters before Wbfdcl, signing and execution of all contracts and undertakings consequent to acceptance of our proposal, and generally dealing with Wbfdcl in all matters in connection with or relating to or arising out of our proposal.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ____ DAY OF _____, 20**

For -----

(Signature)

(Name, Title and Address)

Witnesses:

1 1. [Notarized]

2 Accepted

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Agency should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Agency.*

Annexure VI: Format of Performance Bank Guarantee

To,
The Divisional Manager,
Kolkata Forest Corporation Division,
'AranyaBikash',
KB-19, Sector-III, Salt Lake City,
Kolkata-700106
E-mail: kfcd@wbfdc.com

Dear Sir/ Madam,

TB Ref No:

Subject: Tender for **"Purchase of various types of FRP Vessels/ Canoe and Row Boat for Banabitan, Salt Lake, Kolkata"**

WHEREAS:

- A. (the "Name of the Tenderer") and Wbfdcl (the "Corporation") have entered into an Agreement dated (the "Agreement") whereby the Corporation has appointed the ("Name of the Tenderer") for **Purchase of various types of FRP Vessels/ Canoe and Row Boat for Banabitan, Salt Lake, Kolkata.**
- B. The Agreement requires the(name of Tenderer) to furnish a Performance Security to the Corporation for a sum of Rs. *****r. (Rupees *****) (the "Guarantee Amount") as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the contract Period (as defined in the Agreement).
- C. We, through our Branch at (the "Bank") have agreed to furnish this Bank Guarantee by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

- 1 The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Vendor's obligations during the(name of the contract Period), under and in accordance with the Agreement, and agrees and undertakes to pay to the Corporation, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the(name of Tenderer), such sum or sums up to an aggregate sum of the Guarantee Amount as the Corporation shall claim, without the Corporation being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
- 2 A letter from the Corporation, under the hand of an Officer not below the rank of Managing Director to the Corporation, that the(name of Tenderer) has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Corporation shall be

the sole judge as to whether the(name of Tenderer) is in default in due and faithful performance of its obligations during the contract Period under the Agreement and its decision that the(name of Tenderer) is in default shall be final, and binding on the Bank, notwithstanding any differences between the Corporation and the(name of Tenderer), or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the(name of Tenderer) for any reason whatsoever.

- 3 In order to give effect to this Guarantee, the Corporation shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the(name of Tenderer) and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
- 4 It shall not be necessary, and the Bank hereby waives any necessity, for the Corporation to proceed against the(name of Tenderer) before presenting to the Bank its demand under this Guarantee.
- 5 The Corporation shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/or performance of all or any of the obligations of the(name of Tenderer) contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Corporation against the(name of Tenderer), and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Corporation, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Corporation of the liberty with reference to the matters aforesaid or by reason of time being given to the(name of Tenderer) or any other forbearance, indulgence, act or omission on the part of the Corporation or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
- 6 This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Corporation in respect of or relating to the Agreement or for the fulfillment, compliance and/or performance of all or any of the obligations of the(name of Tenderer) under the Agreement.
- 7 Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force and effect until the expiry of ____[...] months period from the date hereof and unless a demand or claim in writing is made by the Corporation on the Bank under this Guarantee, , all rights of the Corporation under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
- 8 The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Corporation in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
- 9 Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Corporation that the envelope was so posted shall be conclusive.
- 10 This Guarantee shall come into force with immediate effect and shall remain in force and effect for a period of ____[...] from the date hereof or until it is released earlier by the Corporation pursuant to the provisions of the Agreement

Signed and sealed this day of, 20..... at

SIGNED, SEALED AND DELIVERED

For and on behalf of

the BANK by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

- i. The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.

The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

Appendix 1 – Draft Form of Agreement

This Agreement is made on this Day of Between
Divisional Manager, Wbfdcl, 'AranyaBikash', KB-19, Sector-III, Salt Lake City Kolkata-700106
as the 1st Party (hereinafter called the Corporation), which include its successors
and
..... (Name of the Agency) the 2nd party (hereinafter called as Vendor), which includes its
Successors, for **Purchase of various types of FRP Vessels/ Canoe and Row Boat for Banabitan,
Salt Lake, Kolkata** by the 1st Party from the 2nd Party as per requirement of the 1st Party.

Now, this Agreement is made on the following terms and conditions as stated below by and between
the 1st Party and 2nd Party.

1. The term of the Agreement will be valid for the period of execution of work.
2. If the service provided by the 2nd Party is found to be unsatisfactory by the 1st party, the 1st Party shall be legible to terminate the contract by giving a notice of 15 days without incurring any liability to the 2nd Party.
3. The term of the Agreement will be for the period of execution of work, upto the satisfactory level of the 1st Party, unless terminated by the 1st Party for any reason.
4. The 2nd Party would set up the desired **Purchase of various types of FRP Vessels/ Canoe and Row Boat for Banabitan, Salt Lake, Kolkata.**
5. That the 2nd Party would do the desired work within 30 days of signing of the agreement.
6. The 1st party can terminate the contract if the performance of the 2nd party was found not satisfactory by giving a notice of 15 days.
7. All billing will be done in the name of 1st Party.
8. Out of the total payment received against the work done, the 1st Party shall retain 25% and the balance will be disbursed to the 2nd party once in every 15 days
9. That the 1st Party shall make a surprise check at any point of time. In case of any misreporting of sales or any material breach by the 2nd Party, the 1st Party will immediately terminate the contract.
10. That the 1st Party shall terminate the contract if the 2nd Party is using the site for any other purpose than the intended use of for any unlawful activities
11. That the 2nd Party shall conduct its business in such a way which will not offend the visitors of the Park. Any complaint received by the 1st Party will be immediately resolved by the 2nd Party, failing which the 1st Party shall be legible to terminate the contract.
12. In case of discrepancies arising out of this Agreement, only Calcutta High Court shall have the jurisdiction for settlement of the disputed matter.
13. Any dispute arising out of non-compliance of any terms & conditions sought to be resolved initially through negotiations failing which the same shall be referred to the arbitrator who shall be appointed by Wbfdcl in accordance and subject to the provision of the Arbitration and Conciliation Act 2015.
14. The place of Arbitration will be Kolkata and the language shall be English
15. The award of the Arbitrator shall be binding on both the parties.
16. All disputes and court cases are subject to the jurisdiction of the Calcutta High Court only.
17. That this Agreement can be terminated by the 2nd Party by giving 30 (Thirty) days' notice in advance to the other side.

IN WITNESSESS WHEREOF THE PARTIES HERETO HAVE SET THEIR RESPECTIVE HANDS BEFORE WITNESSESS.

For (2nd Party)

For Wbfdcl (1st Party)

Witnesses:

1.

2.

Witnesses:

1.

2.

Appendix 2 – Specifications

FRP Canoe 15': (3 Numbers of Different colours)

Length: 4.57 m

Breadth-0.7m,

Depth: 0.3 m

Draft: 0.10m

Capacity: 3 pax



Weight: within 55 Kg

FRP Canoe 18':

(3 Numbers of Different colours)

Length: 5.48 m

Breadth-0.9m,

Depth: 0.3 m

Draft: 0.10m

Capacity: 5 pax

Weight: within 75 Kg



Row Boat: (3 Numbers of Different colours)

Length: 3.83 m

Breadth-1.50m,

Depth: 0.6 m

Capacity: 5 pax



Note: Shipping charges will be paid extra on actual basis.