



West Bengal Forest Development Corporation Limited (WBFDC)
Kolkata Forest Corporation Division,
'Aranya Bikash',
KB-19, Sector-III, Salt Lake City,
Kolkata-700106
Web site: <https://www.wbfdc.com>

TECHNICAL BID NUMBER: 640/DMC/KFCD/Advt/2021-22

Date: 06.07.2021

NOTICE INVITING TENDER for Empanelment of Destination Management Company for Eco Resort under WBFDC

1.	Name of Work	WBFDC seeks application from suitable agency for Empanelment of Destination Management Company who can assist it in developing demand specific products / tour package according to the needs of the tourists.
2.	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	06.07.2021
3.	Pre- Bid Meeting	15.07.2021 at 3 PM
4.	Last date of Receipt of any query by the private partner in relation to tender documents	15.07.2021 by 5 PM
5.	Date of incorporation of amendments, if any	17.07.2021
6.	Bid submission start date (On line)	06.07.2021 from 11 AM onward
7.	Bid Submission closing (On line)	27.07.2021 by 5 PM
8.	Last date of submission of hard copies of Technical Bids	28.07.2021 by 11 AM
9.	Bid opening date for Technical Proposals (Online)	29.07.2021
10.	Date for opening of Financial Proposal (Online)	To be announced later
11.	Name & address of office inviting tender	The Divisional Manager, Kolkata Forest Corporation Division, 'Aranya Bikash', KB-19, Sector-III, Salt Lake City, Kolkata-700106. E-mail: kfcd@wbfdc.com

Project details: Bidders are advised to go through the Technical Bid document for Project related information.

The Bidders shall submit its Application online through e-bidding process as detailed out in the technical bid document.

Note:

1. WBFDC reserves the right to cancel or modify the RFP process without assigning any reason and any liability.
2. Further details can be seen on website <https://wbenders.gov.in>

Sd/-
Divisional Manager, KFCD/WBFDC

Technical Bid (TB)
For
Empanelment of Destination Management Company for Eco Resort
under Wbfdcl



TB No: 640/DMC/KFCD/Advt/2021-22

Date: 06.07.2021

Issued by:
West Bengal Forest Development Corporation Limited (Wbfdcl)
Kolkata Forest Corporation Division, 'Aranya Bikash',
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 Technical Bid document (the "TB) or subsequently provided to interested parties (Applicants), whether verbally or in documentary or in any other form by or on behalf of West Bengal Forest Development Corporation Limited, (hereinafter referred to as "**WBFDC**L") or any of its employees or advisors, is provided to the Applicants on the terms and conditions set out in this TB and such other terms and conditions subject to which such information is provided.
2. WBFDC L has prepared this document to give interested parties background information on the Project. While WBFDC L have taken due care in the preparation of the information contained herein and believe it to be accurate, neither WBFDC L nor any of its authorities or agencies are not 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 TB. The information is provided on the basis that it is not binding on WBFDC L, any of its authorities or agencies or any of their respective officers, employees, agents or advisors. WBFDC L 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.

Sd/-

**Divisional Manager
Kolkata Forest Corporation Division**

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Technical Bid- Empanelment of Vendors

1. Background

- 1.1 The West Bengal Forest Development Corporation Limited (WBFDCCL) (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 WBFDCCL was to offer timber, non-timber forest produce 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.
- 1.2 WBFDCCL is currently operating and managing a number of Eco Tourism Property / Nature Resort in different parts of West Bengal. These Properties were created to develop awareness for conservation of nature and wild life through responsible eco-tourism. A total of 32 Nature Resorts of WBFDCCL are spread over North and South Bengal.
- 1.3 WBFDCCL now wants to promote its Nature Resorts to targeted domestic and international source markets and wanted to empanel experience Destination Management Companies (DMC’s) who can assist it in developing demand specific products / tour package according to the needs of the tourists.

2. Broad Objective of the Expression of Interest/ Tender

- 2.1 The broad objective of WBFDCCL through this Technical Bid (TB) document is to empanel 3 DMCs each for its operations in North and South Bengal.

3. Selection of DMC’s

- 3.1 Interested Firms/ Companies who are able to comply the requirements may submit the tender duly filled in and supplemented with all relevant documents to WBFDCCL for further processing as per laid Procedures. TB not completed in any respect is liable to be rejected summarily.
- 3.2 Interested Applicant can submit their Application only through electronic means, as per guidelines provided in Appendix 1.
- 3.3 The empanelment of the Applicant (DMC) will be finalized on the basis of scoring criteria as laid down in Clause 11.3.

4. Scope of Work of Selected DMC’s

- 4.1. To prepare tour itinerary for the visiting tourists.
- 4.2. To provide total cost of organizing tour itinerary (manpower, transport etc) including cost of boarding & lodging, to the Corporation to enable the Corporation to provide detailed cost breakup to the visiting tourists for their trip.
- 4.3. The DMC shall be responsible for entire ground handling of the visiting tourist from reception from point of arrival to point of departure.

- 4.4. To arrange transportation as per the requirements of the visiting tourists (By good condition vehicles AC/N AC Buses, Mini Buses, SUVs, Cars & Tempo Travelers etc).
- 4.5. Provide sightseeing arrangement as per the itinerary.
- 4.6. The DMC shall ensure that the Coaches/vehicles as well as the drivers it shall arrange for transportation of the visiting tourists have valid licenses and fitness certificate issued by the concerned Transport Authorities to ply.
- 4.7. The DMC shall be responsible to make alternative and timely arrangements in the event of any problems with respect to arrangements made for transportation, sightseeing or any other issues to ensure progress of the tour as per schedule.
- 4.8. The DMC shall be exclusively responsible for taking care of baggage as well as other belongings of the visiting tourists during the period of their transportation as well as at times when the participants are away from their baggage etc.
- 4.9. The DMC shall act as one point contact for the Corporation for organizing the tour for the visiting tourists.
- 4.10. The DMC shall depute one person as point of contact to resolve any issues faced by the visiting tourists.
- 4.11. DMC shall ensure that availability of the contact person shall be 24x7.
- 4.12. Depute liaison officer for coordination with the Nodal Officer of the 1st Party for smooth operation/implementation of the service contract

5. Calendar of Events

Sl. No.	Particulars	Date & Time*
1.	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	06.07.2021
2.	Pre- Bid Meeting	15.07.2021 at 3 PM
3.	Last date of Receipt of any query by the private partner in relation to tender documents	15.07.2021 by 5 PM
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8.	Bid opening date for Technical Proposals (Online)	29.07.2021
9	Date for opening of Financial Proposal (Online)	To be announced later

Note: The above time is tentative and the Corporation may at its discretion change the same by issuing an Addendum. WBFDCCL 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.

6. Instruction to Applicants

- 6.1 Vendors are requested to submit non-refundable Application Fee of an amount equivalent to ₹ 5000 in the form of Bank DD/Cheque favoring Divisional Manager, Kolkata Forest Corporation Division, payable at Kolkata. Cost of application is exempted for applicants who are registered with MSME and NSIC for the services for which enlistment is sought on production of documentary evidence.
- 6.2 An Applicant is eligible to submit a single Application only for each sector; however, an applicant can apply for both the sector (North & South Bengal). Consortium/ Joint Venture not allowed.
- 6.3 The Applicant shall submit a Power of Attorney as per the format at Annexure V, authorizing the signatory of the Application to commit the Applicant.
- 6.4 Any condition or qualification or any other stipulation contained in the Application shall render the Application liable to rejection as a non-responsive Application.

7. Eligibility Criteria

- 7.1 The Bidder 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.
- 7.2 Agencies should be having been in existence for at least 5 years.
- 7.3 Must be accredited with IATA/ TAAI /IATO/ ADTOI **AND** should be recognized/registered from Ministry of Tourism, Govt. of India / West Bengal Tourism as DMC having experience of providing such services to Govt. /PSUs.
- 7.4 Must have a minimum annual turnover of Rs. 50 lacs in any 3 of the last 5 Financial Years preceding the last date of submission of TB (Application).
- 7.5 Must have Goods & Service Tax (GST) registration & PAN Card (Be an income tax assessee)
- 7.6 Must have a minimum of Five (5) staff strength.
- 7.7 Must have an office of minimum area of 200 sq.ft in North Bengal (If Applicant is interested for North Bengal)/South Bengal (If Applicant is interested for South Bengal)

8. Documents (Online Submission) to be submitted by Applicant

- 8.1 Scan copy of Application Fee
- 8.2 Trade License
- 8.3 In case of Company – *Please enclose Memorandum and Articles of Association along with certificates of incorporation, and date of commencement of business etc.*
- 8.4 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.

8.5 GST Certificate

8.6 Documentary evidence with respect to manpower.

8.7 Audited Balance Sheet for the last 5 years.

8.8 Copy of the produce ITRs Certificate from the Company's Chartered Accountant for the last Five Financial Years starting from 2019-20.

8.9 Annexure I to V as per the format enclosed.

8.10 Copy of PAN Card

8.11 Copy of Ministry of Tourism & West Bengal Tourism Recognition Certificate

8.12 Copy of IATA/ TAAI /IATO & ADTOI Membership Certificate

This TB is non-binding in nature. A response to this TB 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.

9. Document to be submitted offline (Hard Copy)

9.1 Application Fee of an amount equivalent to ₹ 5000 in the form of Bank DD/Cheque favoring Divisional Manager, Kolkata Forest Corporation Division, payable at Kolkata

9.2 Hard copy in hard bound manner of the document as listed in Clause 8.

10. TB (Application for Empanelment) Submission by the Applicant

10.1 The Applicant can submit its Application by given date and time as mentioned under Clause 5. Hard copy of the document shall be submitted on the address given below.

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

10.2 The Hard Copy of the Document shall be submitted in sealed envelope and should be superscripted on envelop "**Empanelment of Destination Management Company for Eco Resort under Wbfdcl**".

11. Empanelment Procedure

11.1 The objective of evaluation methodology is to facilitate the empanelment of financially as well as technically superior vendors. The applicant's will be evaluated on the basis of Eligibility Criteria as mentioned under Clause 7 and documents as listed under Clause 7 & 8 of this TB document.

11.2 The vendor will be empanelled as per the following process:

11.3 In the first stage Applicant Application will be evaluated to determine whether Applicant is meeting the requisite Eligibility Criteria as set out in Clause 7. Applicants meeting the

requisite Eligibility Criteria will further be evaluated on the basis of the marking system as given below:

SI No	Particulars	Maximum Marks	Remarks
1	No of Year in Existence as Registered Tour Operator (accredited IATA/ TAAI/ IATO/ ADTOI AND should be recognized/registered from Ministry of Tourism, Govt. of India / West Bengal Tourism)	40	Applicants with maximum years of experience will get 40 marks, others on percentile basis.
2	Manpower	5 to 10 manpower -15 marks More than 10 manpower - 20 marks	
3	Presentation to the Committee about its competencies	20	Marks will be allotted by the Evaluation Committee of the Corporation
4	No of Vehicles owned/ operated by the company	4-6 vehicles: 10 marks More than 6 vehicles: 20 marks	Applicants to provide proof of ownership of vehicle. In case of operating through lease/ license, Applicant to provide proof of the same

Note: The top 3 Applicants (Applicants with highest marks) each for North and South Bengal respectively will be empanelled by the Corporation; however the Corporation reserves the right to empanel more Applicants and also increase the number of members in the panel in due course.

11.4 The Evaluation committee constituted for the purpose, may waive any informality or non-conformity or irregularity in an application which does not constitute a material deviation,

provided such waiver does not prejudice or affect the relative ranking of any applicant. Decision of the Evaluation Committee would be final and binding upon the Applicants.

11.5 The Applicant will be called to make detailed presentation in front of the evaluation committee on a suitable date as informed by WBFDCCL.

11.6 Decision of WBFDCCL in respect of evaluation methodology and short listing of Applicants will be final.

12. Notification of Empanelment

12.1 WBFDCCL shall notify the successful applicant/s in the notice board of WBFDCCL, in its official website, writing by registered letter or by email, that its application has been accepted.

12.2 The applicant shall acknowledge in writing, receipt of the notification of empanelment and shall send his acceptance within seven (7) days of receiving the notification.

12.3 Failure to abide by this, may lead to termination of the empanelment.

13. Clarifications

13.1 A Pre-Bid meeting shall take place on date and time as mentioned in clause 5. The meeting will be organized online and interested applicant shall request for VC link to the email address given at Clause 10.1.

13.2 WBFDCCL shall endeavor to respond to the questions raised or clarifications sought by the Applicants. However, WBFDCCL reserves the right to not respond to any question or provide any clarification, in its sole discretion.

13.3 WBFDCCL may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Applicants. All clarifications and interpretations issued by WBFDCCL shall be deemed to be part of the TB.

14. Amendment of TB

14.1 At any time prior to the Bid Due Date, WBFDCCL may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the TB by the issuance of Addenda.

14.2 In order to afford the Applicants a reasonable time for taking an Addendum into account, or for any other reason, Corporation may, at its own discretion, extend the Bid Due Date.

15. Language

15.1 The Application and all related correspondence and documents in relation to the TB Process shall be in English language. Supporting documents and printed literature furnished by the Applicant with the Application may be in any other language provided that they are accompanied by appropriate translations in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

16. Application Validity

16.1 Application submitted by the Applicants shall remain valid for a period of 120 days (one hundred twenty days) after the Application Due Date.

16.2 Prior to expiry of the Bid Validity Period, the Corporation may request the Applicants to extend the Bid Validity Period for a specified additional period.

17. Terms & Conditions

17.1 The undersigned reserves the right to withdraw or include any item without assigning any reason thereof.

17.2 The undersigned reserves the right to reject the Application of any Applicant who is a defaulter to the WBFDC Ltd. & the Forest Directorate, W B in respect of payment of dues.

17.3 Empanelment would be for a period of three years from the date of issuance of empanelment letter/agreement subject to satisfactory services and yearly review. If services provided by the vendor is found to be unsatisfactory or at any time it is found that the information provided for empanelment or any tender is false or irregular while applying for the tenders WBFDC shall reserve the right to remove such vendors from the empaneled list without giving any notice to the vendors in advance.

17.4 The response should be submitted in a structured format as per the checklist appended with number on every page. Each page of the application should be signed by person(s) on behalf of the organization having necessary Authorization / Power of Attorney to do so, duly affixing the company seal. Applications containing false or inadequate information are liable for rejection. (Authorization Letter from the company should be furnished along with the application)

17.5 The evaluation of the applications for empanelment shall be carried out by the committee constituted for the purpose.

17.6 Any un-authenticated, alterations, erasures, overwriting, blanking out or discrepancies may render the TB 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.

17.7 Response submitted by Fax or E-mail or any form other than mentioned above will not be acceptable and liable for rejection by WBFDC

17.8 During empanelment period, WBFDC reserves the right to de-panel, if the service provided by the vendor is found to be unsatisfactory or if, at any time, it is found that the information provided for empanelment is false, the WBFDC reserves the right to remove such vendors from the empaneled list without giving any notice to the vendor in advance. WBFDC's decision will be final in this regard.

17.9 The agency shall be available between 10am-06pm during weekdays for booking/cancellation of Air tickets, railway tickets and 24x7 for assistance related to on ground service

17.10 The Corporation reserves the right to avail of the services of one or more DMC's

17.11 The DMC shall ensure uninterrupted services considering the holidays followed by the Corporation. In the event of poor / deficient service, the Corporation reserves the right to terminate forthwith the arrangement with the Travel agent.

- 17.12 Application containing false or inadequate information is liable for rejection.
- 17.13 The DMC shall not assign the contract or any part thereof to any other Agency/party without the prior written consent/approval of the Corporation. The DMC's shall also not sub-let the work or part thereof except with the prior written consent of the Corporation and such consent, even if provided, shall not relieve the DMC from any liability or any obligation under the contract
- 17.14 The Corporation shall enter into a detailed Service Agreement with the empaneled DMC's
- 17.15 The empaneled DMC shall have to submit a Security Deposit of ₹ 25,000 by way of demand draft in favour of Divisional Manager, Kolkata Forest Corporation Division, payable at Kolkata. The Security Deposit shall be returned without any interest to the Selected DMC's at the end of the Contract Period. In case of termination on account of non performance or fraud/ corrupt practices/ criminal negligence/ practice, the Corporation shall forfeit the Security Deposit.

18. Arrangement between Wbfdcl and the DMC

- 18.1 The Corporation shall enter into a Service Agreement (SA) with the empaneled DMC's. The SA will clearly demarcate the detailed roles and responsibility of each party, operational mechanism, payment terms, and penalty for non performance, termination clause contracted rate for various services offered etc. A draft of the Service Agreement (SA/Form of Agreement) is enclosed as Appendix 2.

19. Role of the Corporation:

- 19.1 To provide information about the tourist coming to visit its Eco Resort and their requirements to the DMC well in advance to enable the DMC to finalize the tour itinerary in consultation with the visiting tourists and also to understand their requirements.
- 19.2 To arrange accommodation and meals in the Eco Resorts.
- 19.3 To provide guide to the tourist on demand.

20. Financial Arrangement between the Corporation and the Selected DMC's

- 20.1 All payments from the visiting tourists shall come to the Corporation designated account.
- 20.2 Out of the total payment received against Boarding & Lodging, the Corporation shall share 15% of the amount received from visiting tourist to the appointed DMC. The corporation shall not share any revenue it received against meals provided to the visiting tourist in their Eco Resort during their stay.
- 20.3 The Corporation shall make payment to the DMC for the services provided by it, other than the services provided by the Corporation, as per the agreed rate after deducting 10% of the total amount as its Administrative & Service Charges.

Sd/-

**Divisional Manager
Kolkata Forest Corporation Division**

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

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

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

Dear Sir/ Madam,

TB Ref No:

Subject: “TB for Empanelment of Destination Management Company for Eco Resort under Wbfdcl”

Dear Sir/ Madam,

1. With reference to your TB reference no_____dated _____, M/s_____ hereby submit the TB application for the subject project for _____ [(North Bengal/ South Bengal)/ or both (North Bengal & South Bengal)].
2. I/We certify that all information provided in the application is true and correct.
3. I/We understand that this TB is non-binding in nature.
4. I/We acknowledge that the right of the Corporation to reject our application 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 TB 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 TB.
6. I/ We understand that this TB is non-binding in nature and the Corporation reserves the right to follow a competitive bidding process for selection of Vendor/s, subsequent to this TB.

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

(Name and seal of the applicant)

Annexure II – Applicant’s Profile

1. (a) Name:
(b) Registration Details of the Applicant **(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 Applicant 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 Applicant:
 - (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 TB is liable to be rejected.

Signature of the Authorized Signatory with date & seal

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

Sl. No.	Year of Incorporation	Accreditation/ Registration details	Details of the similar experience with Govt/ PSUs	Address and details of office in North/ South Bengal	No of employees on rolls	No of Vehicle owned/ operated by the Applicant
1*	2	3	4	5	6	7

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

- 1 Applicants to provide registration details of its incorporation.
- 2 Applicants to provide details of its accreditation/ registration with IATA/ TAAI/ IATO/ ADTOI or Ministry of Tourism, Govt. of India/State Tourism Deptt./ Board & having experience of providing such services to Govt./PSUs.
- 3 Applicants to provide details of the manpower on its rolls duly certified by its Auditor.
- 4 Applicants to provide details of its office establishment with complete address, area in sq. ft, infrastructure etc duly certified by its Auditor
- 5 Applicants to provide certificate from its client regarding similar services.
- 6 Applicant to provide proof of vehicle owned/ operated by it.

Annexure IV– Financial Capacity of the Applicant

FY	Turnover (in Rs)
2019-20	
2018-19	
2017-18	
2016-17	
2015-16	

Applicant to attach auditor certificate along with audited balance sheet.

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

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, bids and other documents and writings, participate in Pre-Bid 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 executant(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 Applicant 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 Applicant.*

Appendix 1 – General Guidelines for E-Bidding

- 1.1. Any organization/ agencies willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System, through logging on to [https:// wbtenders.gov.in](https://wbtenders.gov.in) (the web portal of West Bengal Tenders maintained by NIC). The organization / agencies are required to click on the link for e-Tendering site as given on the web portal
- 1.2. Each organization / agency is required to obtain a Class-II /Class III company Digital Signature Certificate (DSC) for submission of Application from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount.
- 1.3. The organization / agencies can search & download N.I.T. & Technical Bid (TB) Document(s) electronically from computer once they log on to the website.
- 1.4. Applications are to be submitted through online before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).
- 1.5. The Applicant are advised to submit the Application well in advance of the deadline as the Kolkata Forest Corporation Division will not be liable or responsible for non-submission of the bids or submission of incomplete bid on account of any technical glitches or any problems in connectivity services used by the Applicant
- 1.6. An Applicant desirous of taking part in TB process shall login to the e-Procurement portal of the Government of West Bengal <http://wbtenders.gov.in> using his login ID and password.
- 1.7. He will select the TB and initiate payment of pre-defined EMD by selecting from either of the following payments mode:-
 - 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 account in any Bank.
- 1.8. Payment by net Banking (any listed bank) through ICICI Bank payment Gate way:
 - I. On selection of net banking as the pay as the payment mode, the Applicant will be directed to ICICI Bank payment Gateway webpage (along with a string containing a Unique ID) where he will select the Bank through which he wants to do the transaction.
 - II. Applicant will make the payment after entering his Unique ID and password of the bank to process the transaction. iii) Applicant will receive a confirmation message regarding success/failure of the transaction.
 - III. If the transaction is successful ,the amount paid by the Applicant will get credited in the respective Pooling account of the State Government office/PSU/Autonomous body/Local Body/PRIs, etc. maintained with the focal point Branch of ICICI Bank at R.N. Mukherjee Road, Kolkata for collection of Application Fees.
 - IV. If the transaction is failure, the Applicant will again try for payment by going back to the first step.

1.9. Payment through RTGS/NEFT:

1. On selection of RTGS/NEFT as the payment mode, the e-procurement portal will show a pre-filled challan having the details to process RTGS/NEFT transaction.
2. The Applicant will print the challan and use the pre-filled information to make RTGS/NEFT payment using his Bank account.
3. Once payment is made, the Applicant will come back to the e-procurement portal after expiry of a reasonable time to enable the NEFT/RTGS process to complete, in order to verify the payment made and continue the bidding process.
4. If verification is successful, the fund will get credited to the respective Pooling account of the State Government office/PSU/Autonomous body/Local Body/PRIs, etc maintained with the Focal Point Branch of ICICI Bank at R.N. Mukherjee Road, Kolkata for collection of Application Fees.
5. Hereafter, the Applicant will go to e-procurement portal for submission of his bid.
6. But if the payment verification is unsuccessful, the amount will be returned to the Applicant's account.

Appendix 2 – Service Agreement

This Agreement is made on this Day of Between
Divisional Manager, West Bengal Forest Development Corporation Limited, 'Aranya Bikash',
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 Empanelment of Destination Management Company for Eco
Resort under WBFDCCL 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. This Agreement would be for a period of three years from the date of signing of the agreement subject to satisfactory services and yearly review.
2. Role of the 1st Party shall be as follows:
 - a. To provide information about the tourist coming to visit its Eco Resort and their requirements to the 2nd Party well in advance to enable the 2nd Party to finalize the tour itinerary in consultation with the visiting tourists and also to understand their requirements.
 - b. To provide boarding & lodging facility in its resorts.
 - c. To provide guide to the visiting tourist, if so desire by them.
3. Role of the 2nd Party
 - a. To prepare tour itinerary for the visiting tourists.
 - b. To provide total cost of organizing tour itinerary (manpower, transport etc) excluding cost of boarding & lodging, to the 1st Party to enable the 1st Party to provide detailed cost breakup to the visiting tourists for their trip.
 - c. The DMC shall be responsible for entire ground handling of the visiting tourist from reception from point of arrival to point of departure
 - d. To arrange transportation as per the requirements of the visiting tourists (By good condition vehicles AC/N AC Buses, Mini Buses, SUVs, Cars & Tempo Travelers etc).
 - e. Provide sightseeing arrangement as per the itinerary

- f. The 2nd Party shall ensure that the Coaches/vehicles as well as the drivers it shall arrange for transportation of the visiting tourists have valid licenses and fitness certificate issued by the concerned Transport Authorities to ply.
 - g. The 2nd Party shall be responsible to make alternative and timely arrangements in the event of any problems with respect to arrangements made for transportation, sightseeing or any other issues to ensure progress of the tour as per schedule.
 - h. The 2nd Party shall be exclusively responsible for taking care of baggage as well as other belongings of the visiting tourists during the period of their transportation as well as at times when the participants are away from their baggage etc.
 - i. The 2nd Party shall act as one point contact for the Corporation for organizing the tour for the visiting tourists.
 - j. The 2nd Party shall depute one person as point of contact to resolve any issues faced by the visiting tourists.
 - k. The 2nd Party shall ensure that availability of the contact person shall be 24x7.
 - l. Depute liaison officer for coordination with the Nodal Officer of the 1st Party for smooth operation/implementation of the service contract.
4. The 1st Party would place necessary orders from time to time on the 2nd Party on the basis of estimate requirements / order received from different customers/authorities/indenting authority.
 5. That the 2nd Party would offer their total cost of organizing tour itinerary (manpower, transport etc) excluding cost of boarding & lodging, to the 1st Party to enable the 1st Party to provide detailed cost breakup to the visiting tourists for their trip.
 6. In cases where the 1st Party could not provide boarding & lodging facility to the visiting tourist, the 2nd party shall endeavor to arrange the same for the visiting tourists. In such cases the 2nd party shall include the cost of boarding & lodging in its quotation to the 1st Party.
 7. The 2nd Party shall ensure uninterrupted services considering the holidays followed by the 1st Party. In the event of poor / deficient service, the 1st Party reserves the right to terminate forthwith the arrangement with the 2nd Party.
 8. The 2nd Party shall not assign the contract or any part thereof to any other Agency/party without the prior written consent/approval of the 1st Party. The 2nd Party shall also not sub-let the work or part thereof except with the prior written consent of the 1st Party and such consent, even if provided, shall not relieve the 2nd Part from any liability or any obligation under the contract

9. The 2nd Party DMC shall have to submit a Security Deposit of Rs 25,000 by way of demand draft in favour of Divisional Manager, Kolkata Forest Corporation Division, payable at Kolkata. The Security Deposit shall be returned without any interest to the 2nd Party at the end of the Contract Period. In case of termination on account of non performance or fraud/ corrupt practices/ criminal negligence/ practice, the Corporation shall forfeit the Security Deposit.
10. All payments from the visiting tourists shall come to the 1st Party designated account.
11. Out of the total payment received against boarding and lodging, the 1st Party shall share 15% of the revenue from visiting tourist against accommodation to the 2nd Party. The 1st Party shall not share any revenue it received against meals provided to the visiting tourist in their Eco Resort during their stay.
12. The 1st Party shall make payment to the DMC for the services provided by it, other than the services provided by the Corporation, as per the agreed rate after deducting 10% of the total amount as its Administrative & Service Charges.
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 WBFDCCL 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 either of the parties by giving 90 (Ninety) 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 WBFDCCL

(1st Party)

Witnesses :

Witnesses