

**Expression of Interest
For
Empanelment of Trekking Agency**



EOI No: 46/29-32/2021-22

Date: 26/02/2022

Issued by:

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>

E-mail: kfcd@wbfdc.com

DISCLAIMER

1. The information contained in this Expression of Interest document (the "EOI) or subsequently provided to interested parties (Applicants/ Bidders), 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 "WBFDCCL") or any of its employees or advisors, is provided to the Bidders on the terms and conditions set out in this EOI and such other terms and conditions subject to which such information is provided.
2. WBFDCCL has prepared this document to give interested parties background information on the Project. While WBFDCCL have taken due care in the preparation of the information contained herein and believe it to be accurate, neither WBFDCCL 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 their Proposal. The information is provided on the basis that it is not binding on WBFDCCL, any of its authorities or agencies or any of their respective officers, employees, agents or advisors. WBFDCCL 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

Table of Content

1.	BACKGROUND	1
2.	BROAD OBJECTIVE OF THE EOI/ TENDER.....	2
3.	SELECTION OF TREKKING AGENCY	2
4.	SCOPE OF WORK OF SELECTED TREKKING AGENCY/AGENCIES.....	2
5.	CALENDAR OF EVENTS	3
6.	INSTRUCTION TO APPLICANTS.....	4
7.	ELIGIBILITY CRITERIA.....	4
8.	DOCUMENTS (ONLINE SUBMISSION) TO BE SUBMITTED BY APPLICANT.....	5
9.	DOCUMENT TO BE SUBMITTED OFFLINE (HARD COPY).....	5
10.	EOI (APPLICATION FOR EMPANELMENT) SUBMISSION BY THE APPLICANT.....	5
11.	PRE-APPLICATION MEET.....	6
12.	EMPANELMENT PROCEDURE.....	6
13.	NOTIFICATION OF EMPANELMENT	6
14.	CLARIFICATIONS.....	6
15.	AMENDMENT OF EOI	7
16.	LANGUAGE	7
17.	APPLICATION VALIDITY	7
18.	TERMS & CONDITIONS	7
	ANNEXURE – I FORMAT OF UNDERTAKING	10
	ANNEXURE II – APPLICANT’S PROFILE	12
	ANNEXURE III– APPLICANT’S EXPERIENCE (TECHNICAL CAPACITY OF THE APPLICANT)	13
	ANNEXURE IV– FINANCIAL CAPACITY OF THE APPLICANT	14
	ANNEXURE V: FORMAT OF POWER OF ATTORNEY FOR AUTHORIZING SIGNATORY OF THE APPLICANT	15
	APPENDIX 1 – GENERAL GUIDELINES FOR E-BIDDING	16
	APPENDIX 2 – SERVICE AGREEMENT	18
	APPENDIX 3- FORMAT OF INDEMNITY BOND	21

EoI - Empanelment of Trekking Agency/s

1. Background

- 1.1 The West Bengal Forest Development Corporation Limited (WBFDC) (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 WBFDC 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 Trekking in West Bengal takes you to the eastern beauty of the country of India. West Bengal is home to a wide variety of landscapes, which includes but not limited to coasts of the Bay of Bengal, the forests of Sundarbans, the hills of the Himalayas, Purulia, Wetlands of Kolkata and many more such different pieces of lands, West Bengal provides ample opportunities to the trekkers, and that too with an unmatched beauty. Trekking in West Bengal is surely a true sport of adventure and is also the best way to connect with the various landscapes of this state, be it the hills, mountains, or the forests.
- 1.3 West Bengal has a number of sites which are famous for trekking and sites which can be developed as a potential trekking site, however due to lack of marketing, basic facilities and amenities and information, the trekkers are facing lots of issues. As a setp forward, WBFDC now wants to facilitate trekking activities by empaneling trekking Agency with proven track record to develop Trekking activities in the following Identified Trekking Routes in West Bengal:

Route No	Identified Routes (Trek routes with Start n end points)	Total length in Km (app.)	Name of Halt /Resting point /Time of Visit	Route description
01	Santrabari - Lapchakha	8 km	Anytime excluding rainy season (15 June – 16 September)	Low altitude Uphill
02	Buxa – Rupang Valley	10	Rovers’ Point Anytime excluding rainy season (15 June – 16 September)	Mid to high altitude uphill/hard trek
03	Raimyatung – Jainti	39	Adma/Tashigang/Oumchupani/Lapchakha/Jainti Anytime excluding rainy season (15 June – 16 September)	Low-high uphill/ hard trek
04	Jainti -Santrabari	24 Km	Mahakal – Zyogtsulumng – Lapchakha –Buxa Anytime excluding rainy season (15 June – 16 September)	Low-mid uphill/ hard trek
05	Buxa –Lapchakha	20 km	Buxa- Oumchupani – Pumtsey La - Topgaon II –Lapchakha	Mid-high uphill/hard trek

			Anytime excluding rainy season (15 June – 16 September)	
06	Raimyatung manglabari	- 13 km	Raimyatung – Panbari – dolachin – Lal Pagsamkha Anytime excluding rainy season (15 June – 16 September)	Low altitude up hill
07	Jainti – Buxa	32 km	Mahakal – Sanchiphu (Zyogtsulumng) - Ghoradhunga – Lapchakha – Buxa Anytime excluding rainy season (15 June – 16 September)	Low-high uphill /hard trek

2. Broad Objective of the EoI/ Tender

2.1 The broad objective of WBFDCCL through this EoI document is to facilitate experienced Trekking Agencies to develop Trekking Programs in the identified Trekking Routes as mentioned under Clause 1.4. **The role of WBFDCCL is limited to facilitation by providing marketing support to market the identified routes through its website and other promotional material.**

3. Selection of Trekking Agency

- 3.1 Interested Firms/ Companies/Agencies 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. EOI 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 Interested Applicants has to clearly indicate the routes for which it is interested.
- 3.4 The empanelment of the Applicant (Trekking Agency) is detailed out in subsequent section of this EOI.

4. Scope of Work of Selected Trekking Agency/Agencies

- 4.1 Marketing of the identified trekking routes to the interested trekkers
- 4.2 To prepare trekking itinerary for the visiting trekkers.
- 4.3 To provide professional trekking services to the trekkers.
- 4.4 To provide boarding, lodging and meal services to the trekkers as per the information provided to them prior to booking.
- 4.5 To ensure Safety and Security of the interested trekkers.
- 4.6 To provide emergency medical services, if required, to the trekkers during trekking. Field member of the Agency must be qualified in the First-Aid/ C.P.R by Red Cross or equivalent body or certificate course conducted by the Adventure Tour Operators Association of India.
- 4.7 The Agency must possess its own trekking equipment.
- 4.8 To provide trained manpower's to accompany with the trekkers during the entire trekking period having adequate knowledge and certification in trekking program and well versed with

local area and language. The field staff of the Agency must be qualified for the activity or must have minimum five years of practical experience.

- 4.9 Depute liaison officer for coordination with the Nodal Officer of the Corporation for smooth operation/implementation of the service contract.
- 4.10 The Agency must adhere to the sustainability ecological practice and protection of environment in keeping with guidelines of Eco Tourism and safety and security guidelines of Ministry of Tourism/ Adventure Tour Operators Association of India. The Agency must keep and distribute copy of the Eco Tourism Guidelines to the Trekkers.
- 4.11 The Agency must maintain in its office premises all the maps and reference materials concerning the trekking routes.
- 4.12 The Agency must have printed brochures/ website clearly describing its present activities, area of operation and its commitment to follow eco-tourism guidelines.
- 4.13 The Agency must also ensure that they should obtain an undertaking from the foreign tourists that in the case of any loss, damage/ accident etc, the Agency would not be responsible and the client/ trekker must be covered by Medical Insurance and should include the cost of repatriation fee if she/he is to continue the tour.
- 4.14 The Agency should be covered by insurance of Special Contingency Policy.
- 4.15 The Agency must follow the Guidelines for Adventure Sports, 2020 of Ministry of Tourism, Government of India.
- 4.16 The Agency must have a website with payment gateway of its own. The Corporation shall only provide a link a on their e-booking platform in its website to facilitate marketing of the trekking route/s. All booking will be done by the selected Agency.
- 4.17 To provide the following information to WBFDCCL before start of any trekking activities:
 - a. Trekking itinerary with detailed information of the trekkers.
 - b. Details of the personnel with contact details, who will accompany the trekkers during the trekking period.
 - c. Boarding & Lodging facilities to be provided to the Trekkers
 - d. Proposed safety and security measures
 - e. Detailed cost breakup provided to the visiting trekkers for their trip.
 - f. Marketing of trekking activities, trekking routes and trekking services to the customers (trekkers).

5. Calendar of Events

Sl. No.	Particulars	Date & Time*
1.	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	28.02.2022 at 10.00 AM
2.	Last date of Receipt of any query by the Application relation to tender documents	07.03.2022 at 05.00 PM
3.	Last date of sending queries by the Applicants	07.03.2022 at 05.00 PM
4.	Pre-Application Meeting	08.03.2022 at 03.00 PM
5.	Date of incorporation of amendments, if any	09.03.2022 at 05.00 PM
6.	Bid submission start date (On line)	11.03.2022 at 10.00 AM
7.	Bid Submission closing (On line)	25.03.2022 at 05.00 PM

8.	Last date of submission of hard copies of EoIs	25.03.2022 at 05.00 PM
9.	Bid opening date for Technical Proposals (Online)	28.03.2022 at 05.00 PM
10.	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 Applicants are requested to submit non-refundable Application Fee of an amount equivalent to Rs. 5,000 The Application Fee has to be payable in ONLINE mode in line with the guidelines as provided in Appendix 1.
- 6.2 An Applicant is eligible to submit a single Application only. Consortium/ Joint Venture not allowed.
- 6.3 An Applicant has to clearly indicate the trekking route it is interested in its Application
- 6.4 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.
- 6.5 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

SI No	Particulars	Supporting Documents Required
1	The applicant shall be a single entity, registered as a Company under the Companies Act 2013 or Companies Act, 1956, Partnership Firm registered under the Indian Partnership Act, 1932, LLP registered under the Limited Liability Partnership Act, 2008 or a Society registered under the Societies Registration Act, 1860 & should have been in existence in India for the last three Financial Year preceding the Application Due Date. Application by Consortium/ Joint Venture not allowed.	Certificate of Registration/Incorporation under the respective Acts in India and the respective Memorandum of Association/Partnership Deed/ Trade License.
2	The agency must be registered in India with appropriate tax and other administrative authorities.	GST Registration Certificate PAN Card
3	The Applicant must be a Registered Tour Operator (accredited IATA/ TAAI/ IATO/ ADTOI OR should be recognized/registered from Ministry of Tourism, Govt. of India / West Bengal Tourism)	Certificate for the same.
4	The agency must have prior experience in providing similar services of organizing trekking	Work Orders/ completion Certificates/ permits for the same.

SI No	Particulars	Supporting Documents Required
	activities in the last 5 Financial Year preceding the Application Due Date	
5	The Agency must have a qualified manpower in the First-Aid/ C.P.R duly registered with Red Cross or equivalent body or having certificate course conducted by the Adventure Tour Operators Association of India	Certificate along with resume
6	The applicant must have at least 10 manpower's having adequate knowledge and certification in trekking programme and well versed with local area and language. The field staff of the Agency must be qualified for the activity or must have minimum five years of practical experience	Certificate from the HR/Head of the Firm and resumes of resources with the relevant expertise.
7	Organizations having office in West Bengal	Address Proof of the Office
8	Must have a minimum annual turnover of Rs. 5 lakhs. in any 3 of the last 4 Financial Years preceding the last date of submission of EOI (Application)	Audited Financial Statements for last three years and Certificate from the Statutory Auditor certifying the Turnover for previous three financial years from trekking business.

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

- 8.1 Scan copy of the -Application Fee
- 8.2 Trade License (in case of proprietorship firm/ partnership firm)
- 8.3 In case of Company – 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 experience claimed for trekking and manpower on rolls
- 8.7 Audited Balance Sheet for the last 4 years
- 8.8 Annexure I to V as per the format enclosed.
- 8.9 Company brochures

This EOI is non-binding in nature. The Corporation shall not be responsible for the costs incurred by you in preparing and submitting your EOI.

9. Document to be submitted offline (Hard Copy)

- 9.1 The Applicant has to compulsorily submit its brochures and literatures

10. EOI (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@wbfdc.com

10.2 The Hard Copy of the Document shall be submitted in sealed envelope and should be superscripted on envelop “Application for Empanelment of Trekking Agency of Wbfdcl”.

11. Pre-Application Meet

11.1 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.

12. Empanelment Procedure

12.1 Empanelment of Agency will take place route number wise. The Applicant not indicating its interest about the route number it is submitting its expression will not be considered for evaluation.

12.2 The Applicant may be called to make detailed presentation in from of the evaluation committee on a suitable date as informed by Wbfdcl.

12.3 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 EOI document.

12.4 In order to qualify for empanelment, the Applicants has to satisfy the Evaluation Committee about its experience in undertaking similar works through their presentation, failing which the Applicant will not be considered for Empanelment. The presentation to include the information about the agency, its experience in providing similar work, manpower on the rolls, activities undertaken till date, equipment at its disposal, customer feedback, award and certification received. The Applicant shall also provide detailed work plan for the trekking program in the identified trekking routes for which the Applicant is applying.

12.5 Subject to Clause 12.1, Applicant/s meeting the Eligibility Criteria will be empaneled.

12.6 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.

12.7 The Applicant may be called to make detailed presentation in from of the evaluation committee on a suitable date as informed by Wbfdcl. Decision of Wbfdcl in respect of evaluation methodology and short listing of Applicants will be final.

13. Notification of Empanelment

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

13.2 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.

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

14. Clarifications

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

14.2 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 EOI.

15. Amendment of EOI

15.1 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 EOI by the issuance of Addenda.

15.2 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.

16. Language

15.3 The Application and all related correspondence and documents in relation to the EOI 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.

17. Application Validity

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

17.2 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.

18. Terms & Conditions

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

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

18.3 Empanelment would be for a period of 2 years from the date of issuance of empanelment letter/agreement subject to satisfactory services and yearly review. If services provided by the Trekking Agency 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 WBFDCCL shall reserve the right to remove such agencies from the empaneled list without giving any notice to the agencies in advance.

18.4 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).

- 18.5 The evaluation of the applications for empanelment shall be carried out by the committee constituted for the purpose.
- 18.6 Any un-authenticated, alterations, erasures, overwriting, blanking out or discrepancies may render the EOI 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.
- 18.7 Response submitted by Fax or E-mail or any form other than mentioned above will not be acceptable and liable for rejection by Wbfdcl.
- 18.8 During empanelment period, Wbfdcl reserves the right to de-panel, if the service provided by the Trekking Agency is found to be unsatisfactory or if, at any time, it is found that the information provided for empanelment is false, the Wbfdcl reserves the right to remove such Trekking Agency's from the empaneled list without giving any notice to the Trekking Agency in advance. Wbfdcl's decision will be final in this regard.
- 18.9 The Corporation reserves the right to increase/ alter the number of Empaneled Agency/ies in the identified trekking routes.
- 18.10 Application containing false or inadequate information is liable for rejection.
- 18.11 The Corporation shall enter into a detailed Agreement with the empaneled Trekking Agency.
- 18.12 The successful Applicant will have to submit an amount of Rs 10,000/- by way of Demand Draft as Security Deposit on or before signing of Agreement with the Corporation. The security shall be released within 30 days of the contract period.
- 18.13 The selected Trekking Agency will be responsible to collect all payments from the visiting tourists/trekkers/clients.
- 18.14 The selected agency can use the Corporation Infrastructure in the identified routes on payment basis.
- 18.15 The Selected Trekking Agency shall share 10% of its gross revenue plus applicable GST with the Corporation as its facilitation charges within 7 days of conclude of the Trekking Activity.
- 18.16** The role of Wbfdcl is only to provide facilitation to the selected Trekking Agency and the Primary responsibility of complying with all the requirements of the Applicable Laws and practices for the Trekking Activity/ies shall be of the Selected Trekking Agency/ies and the Selected Trekking Agency/ies shall keep Wbfdcl (including its Directors, employees, agents and representatives) fully indemnified against all cost's, charges, damages, penalties or litigation that may arise on account of any contravention or violation thereof. **The selected Agency shall provide an indemnity bond in the name of the Corporation for the same.**
- 18.17 The Agreement will clearly demarcate the detailed roles and responsibility of each party, operational mechanism, payment terms, penalty for non performance, termination clause etc.

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,

EOI Ref No:

Subject: "EOI for Empanelment of Trekking Agency for Trekking Route (Please insert name of the Trekking Route/s) of Wbfdcl"

Dear Sir/ Madam,

1. With reference to your EOI reference no _____ dated _____, M/s _____ hereby submit the EOI application for the subject project.
2. Our Application is for the following trekking route/s
 - a)
 - b)
 - c)

(Note: The Applicant shall only enter name of the Trekking Routes for which it is interested).

3. I/We certify that all information provided in the application is true and correct.
4. I/We understand that this EOI is non-binding in nature.
5. 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.
6. I/We understand that the Corporation reserves the right to modify, cancel, suspend or terminate any aspect of the EOI 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 EOI.

7. I/ We understand that this EOI is non-binding in nature and the Corporation reserves the right to follow a competitive bidding process for selection of Trekking Agency/s, subsequent to this EOI.

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 WBFDCCL:
 - (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 EOI 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	Details of the similar experience	Address and details of office in Bengal	No of employees/Tourist guides/porters on rolls

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

Annexure IV– Financial Capacity of the Applicant

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

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. & EOI 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 EOI process shall login to the e-Procurement portal of the Government of West Bengal <https://wbtenders.gov.in> using his login ID and password.
- 1.7. He will select the EOI 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 Trekking Agency), which includes its Successors, for Empanelment of Trekking Agency under Wbfdcl by the 1st Party from the 2nd Party as per requirement of the 1st Party.

The 1st Party has decided to facilitate Trekking Services to be provided by the 2nd Party inroute/s.

The First Party will promote and facilitate 2nd Party in Trekking Services by way of promoting and marketing activities of the 2nd Party in its official website and other medium in the identified Trekking Routes

Accordingly, the 1st Party floated Expression of Interest to identify and empanel suitable firms who are interested in providing Trekking Services in the identified trekking routes under its jurisdiction,

The 2nd Party showed its interest in providing its services and had participated in the Expression of Interest floated by the 1st Party and has subsequently been empanelled by the 1st Party to provide the Trekking Services in the identified Trekking Routes,

The term of the Agreement will be for a period of **one year which can be extend by another one year** subject to satisfactory services and quarterly review.

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

1. Scope of Work of 2nd Party

- a. Marketing of the identified trekking routes to the interested trekkers
- b. To prepare trekking itinerary for the visiting trekkers.
- c. To provide professional trekking services to the trekkers.
- d. To provide boarding, lodging and meal services to the trekkers as per the information provided to them prior to booking.
- e. To provide emergency medical services, if required, to the trekkers during trekking. Field member of the Agency must be qualified in the First-Aid/ C.P.R by Red Cross or equivalent body or certificate course conducted by the Adventure Tour Operators Association of India.
- f. The Agency must possess its own trekking equipment.
- g. To provide trained manpower's to accompany with the trekkers during the entire trekking period having adequate knowledge and certification in trekking programme and well

- versed with local area and language. The field staff of the Agency must be qualified for the activity or must have minimum five years of practical experience.
- h. Depute liaison officer for coordination with the Nodal Officer of the Corporation for smooth operation/implementation of the service contract.
 - i. The Agency must adhere to the sustainability ecological practice and protection of environment in keeping with guidelines of Eco Tourism and safety and security guidelines of Ministry of Tourism/ Adventure Tour Operators Association of India. The Agency must keep and distribute copy of the Eco Tourism Guidelines to the Trekkers.
 - j. The Agency must maintain in its office premises all the maps and reference materials concerning the trekking routes.
 - k. The Agency must have printed brochures/ website clearly describing its present activities, area of operation and its commitment to follow eco-tourism guidelines.
 - l. The Agency must also ensure that they should obtain an undertaking from the foreign tourists that in the case of any loss, damage/ accident etc, the Agency would not be responsible and the client/ trekker must be covered by Medical Insurance and should include the cost of repatriation fee if she/he is to continue the tour.
 - m. The Agency should be covered by insurance of Special Contingency Policy.
 - n. The Agency must follow the Guidelines for Adventure Sports, 2020 of Ministry of Tourism, Government of India.
 - o. The 2nd Party must have a website with payment gateway of its own. The 1st Party shall only provide a link on their e-booking platform in its website to facilitate marketing of the trekking route/s. All booking will be done by the 2nd Party.
 - p. To provide the following information to WBFDC before start of any trekking activities:
 - i. Trekking itinerary with detailed information of the trekkers.
 - ii. Details of the personnel with contact details, who will accompany the trekkers during the trekking period.
 - iii. Boarding & Lodging facilities to be provided to the Trekkers
 - iv. Proposed safety and security measures
 - v. Detailed cost breakup provided to the visiting trekkers for their trip.
 - q. The 2nd Party will have to submit an amount of Rs 10,000 .00 by way of Demand Draft **in favor of Kolkata Forest Corporation, Division payable at Kolkata as Security deposit** as Security Deposit on or before signing of Agreement with the 1st Party. The security deposit shall be released within 30 days of the contract period.
 - r. The 2nd Party will be responsible to collect all payments from the visiting tourists/trekkers/clients.
 - s. The 2nd Party shall share 10% of its revenue (plus applicable GST) emanating from lead generated or provided by the 1st party to the 2nd Party for Trekking as its facilitation charges within 7 days of conclude of the Trekking Activity.

2. Scope of Work of the 1st Party

- a. To facilitate information dissemination about the trekking routes through its website and assist in marketing of trekking activities, trekking routes and trekking through other medium..
 - b. To develop minimum basic facilities and amenities in the identified trekking routes in discussion with selected Trekking Agencies.
3. If the services provided by the 2nd Party is found to be unsatisfactory by the 1st party, the 1st Party shall have the right to terminate the contract by giving a notice of 2 months without incurring any liability to the 2nd Party.
4. The security shall be released within 30 days of the expiry of the contract period
5. The 1st Party shall have the right to empanel more agency/ies in future and the 2nd Party shall not have any objection in this regard.
6. Any dispute arising out of non compliance of any terms & conditions sought to be resolved initially through negotiations failing which the matter will be placed before the Managing Director, West Bengal Forest Development Corporation Limited for amicable settlement, whose decision will be final and binding on the Parties .
7. That this Agreement can be terminated by either of the parties by giving 60 (Sixty) days' notice in advance to the other side.
8. The role of 1st Party is only to provide facilitation to the 2nd Party and the Primary responsibility of complying with all the requirements of the Applicable Laws and practices for the Trekking Activity/ies shall be of the 2nd Party and the 2nd Party shall keep 1st Party (including its Directors, employees, agents and representatives) fully indemnified against all cost's, charges, damages, penalties or litigation that may arise on account of any contravention or violation thereof. The selected Agency shall provide an indemnity bond in the name of the Corporation for the same.
9. 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 sublet 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.
10. 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 Wbfdcl
(1st Party)

Witnesses :

Witnesses :

Appendix 3- FORMAT OF INDEMNITY BOND

ON NON JUDICIAL STAMP PAPER DULY ATTESTED BY NOTARY PUBLIC (INDEMNITY BOND ON ~100 STAMP PAPER)

THIS INDEMNITY executed this ____ day of ____, ____ in favour West Bengal Forest Development Corporation Limited, having its office at 'Aranya Bikash', KB-19, Sector-III, Salt Lake City Kolkata-700106 hereinafter referred to as 'Corporation/Indemnified' which expression unless excluded by or repugnant to the context shall mean and include its successors, assigns of the ONE PART;

By

M/S _____, a sole Proprietorship Firm/Partnership Firm/Company registered under the Companies Act, 1956 having its Registered Office at _____ hereinafter referred to as the 'Indemnifier' which expression unless excluded by or repugnant to the context shall mean and include his/their/its heirs, representatives, administrators, assigns of the OTHER PART

Whereas the first party has been empaneled by the 2nd Party to conduct Trekking Program at identified routes in line with the Service Agreement dated

1. The Indemnifier understands and recognize that the role of the 2nd Party is only limited to facilitation to the extent of marketing through its website and other promotional material and the Primary responsibility of complying with all the requirements of the Applicable Laws and practices for the Trekking Activity/ies lies with it (the indemnifier).
2. The Indemnifier hereby agrees to indemnify and keep indemnified and harmless Corporation/Indemnified herein from time to time, at all times hereafter against all losses, claims, demands, proceedings, expenses, costs and consequences whatsoever on full Indemnity basis for conducting the Trekking Program by it.
3. The Indemnity being these presents in favour of the Corporation shall remain valid and in full force and effect from the date hereof and shall accrue to Corporation, its officials, employees and Agents for all acts lawfully done or caused to be done by the Corporation for providing facilitation by way of marketing for the Trekking Program to the Indemnifier
4. Disputes, if any arising out of this Indemnity shall be subject to the exclusive jurisdiction of the competent Court in Kolkata only, to the exclusion of all other concurrent courts.

The Indemnifier agrees, accepts and confirms in the premises aforesaid that:

1. That apart from the above, the indemnifier shall indemnify the Indemnified party against all liabilities, costs, expenses, damages and losses (including but not limited to any interest,

penalties and legal costs (calculate on a full indemnity basis) and all other professional costs and expenses) (collectively the 'Losses') suffered or incurred by the Indemnified party arising out of or in connection with: a) Any breach of the representations, warranties, covenants and/or undertakings of the Indemnifier contained herein or in the Service Agreement or in conducting Trekking Program; b) The Purchaser's Breach or negligent performance or non-performance of the Service Agreement; c) any claim made against the Indemnified Party for actual or alleged infringement of a Third Party's rights or damage caused to a third party arising out of or in connection the performance or non-performance of any of the Indemnifier's obligations under this agreement/ service agreement

IN WITNESS WHEREOF the Indemnifier herein has set his/their/its hands and seal on the date, month and year above first written.

In presence of the Witness

Indemnifier

Witnesses :

Witnesses :