

Request for Proposal (RFP)

For

Fishing Rights of Lake within Banabitan Park, Salt Lake.



RFP NO.: 73/DM/URF/WBFDC/2022-23

Date: 28.06.2022

Issued by:

Ex- Officio Divisional Manager,
WBFDC & DCF, Urban Recreation Forestry Division,
10A, Auckland Road, Eden Garden
Kolkata-700 021
E-mail: dcfurfkolkata@gmail.com

DISCLAIMER

1. The information contained in this Request for Proposal document (the "RFP" 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 RFP 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.	SELECTION OF AGENCY	1
3.	CALENDAR OF EVENTS.....	2
4.	INSTRUCTION TO BIDDERS	2
5.	ELIGIBILITY CRITERIA	3
6.	CLARIFICATIONS	4
7.	AMENDMENT OF RFP	4
8.	RIGHT TO ACCEPT AND TO REJECT ANY OR ALL BIDS	4
9.	LANGUAGE	4
10.	UPLOADING OF THE BID	5
11.	THE QUERIES AND ORIGINAL DOCUMENT MUST BE SUBMITTED TO THE FOLLOWING ADDRESS:	5
12.	FINANCIAL PROPOSAL/ BID VARIABLE/ PRICE BID	6
13.	BID VALIDITY	6
14.	BID SECURITY	6
15.	OPENING OF BID	7
16.	EXAMINATION AND OF TECHNICAL BIDS	6
17.	EVALUATION PROCESS	8
18.	EVALUATION AND COMPARISON OF FINANCIAL BIDS	8
19.	CORRECTION OF ERRORS.....	8
20.	AWARD CRITERIA	8
21.	CORPORATION'S RIGHT TO ACCEPT ANY BID AND REJECT ANY OR ALL BIDS.....	9
22.	Wbfdcl's RIGHT TO VARY SCOPE OF WORK AT THE TIME OF AWARD:	9
23.	SIGNING OF AGREEMENT	10
24.	TERMS & CONDITIONS	10
25.	PRE BID MEETING	15
26.	FAILURE TO ABIDE BY THE AGREEMENT	15
27.	FRAUD AND CORRUPT PRACTICES	15
	ANNEXURE – I FORMAT OF UNDERTAKING	16
	ANNEXURE II – BIDDER'S PROFILE.....	19
	ANNEXURE III– BIDDER'S EXPERIENCE (TECHNICAL CAPACITY OF THE BIDDER)	20
	ANNEXURE IV– BIDDER'S EXPERIENCE (FINANCIAL CAPACITY OF THE BIDDER)	21
	ANNEXURE V: FORMAT OF POWER OF ATTORNEY FOR AUTHORIZING SIGNATORY OF THE BIDDER.....	22
	ANNEXURE VI: STATEMENT OF LEGAL CAPACITY	23
	ANNEXURE VII: FORMAT OF BOQ FOR FINANCIAL BID	24
	APPENDIX 1 – GENERAL GUIDELINES FOR E-BIDDING.....	25

Request for Proposal

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. 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.
- 1.3. The Fish coming out of this lake has huge demand in the local market.
- 1.4. In order to increase the production and also to raise revenue from fishing activities, the Corporation has not decided to provide license rights of the Lake (15 acres) inside the Banabitan Park for Fishing and Fish Farming (through conventional and modern means) to a suitable Agency to be selected through Transparent, Open and Competitive Bidding process. The License Right will be for a period of 3 years.
- 1.5. Details of the Site is provided at Appendix 2.

2. Selection of Agency

- 2.1. WBFDCCL has decided to carry out a two-part bidding process, comprising of namely, Technical Bid and Price Bids (collectively referred to as the "Bidding Process") from interested Agencies/ Bidders for selection of an Agency to whom the Project will be awarded. Only those Bidders, whose Technical Bids qualify in terms hereof will be eligible for opening and evaluation of their Price Bids.
- 2.2. This RFP contains information about the Project, Bidding Process, Bid submission, Qualification and Financial Proposal requirements
- 2.3. The Bid shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid Due Date ("Bid Validity Period").
- 2.4. 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. Tender not completed in any respect are liable to be rejected summarily.
- 2.5. Interested Bidder can submit their application only through electronic means, as per guidelines provided in Appendix 1.
- 2.6. The Project shall be awarded to the Bidder who submit the best financial bid (as defined in clause 20 of this document). The other Bidders will be kept in reserve and may, in accordance with the process specified in the RFP, be invited to match the bid submitted by the Preferred Bidder (who has submitted the best financial offer) in a case where the Preferred Bidder withdraws or is not selected for any reason. If none of the Bidders match the bid of the Preferred Bidder, WBFDCCL may, in its sole discretion, invite fresh bids from all Bidders or annul the Bidding Process, as the case may be.
- 2.7. Tenders are to be submitted through online to the website as stated in two folders, one is Technical Proposal (BID A) & the other is Financial Proposal (BID B) [as BOQ] before the

prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded virus free scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

- 2.8. The bidders are advised to submit the bids well in advance of the deadline. WBFDCCL 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 bidder.
- 2.9. Any award of Contract pursuant to the Bidding Process shall be subject to the terms and conditions of Bidding Documents.

3. Calendar of Events

Sl. No.	Particulars	Date & Time*
1.	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	29.06.2022 at 10.00 AM
2.	Last date of Receipt of any query by the private partner in relation to tender documents	05.07.2022 at 05.00 PM
3.	Pre-bid meeting	07.07.2022 at 03.00 PM
4.	Bid submission start date (On line)	08.07.2022 at 10.00 AM
5.	Bid Submission closing (On line)	23.07.2022 at 05.00PM
6.	Bid opening date for Technical Proposals (Online)	25.07.2022 at 05.00PM
7.	Opening of the Financial Proposal (Online)	To be informed

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.

4. Instruction to Bidders

- 4.1. The Bidder shall submit a Power of Attorney as per the format enclosed at Annexure V, authorizing the signatory of the Bid to commit the Bidder.
- 4.2. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid. The bids shall be unconditional, firm and irrevocable.
- 4.3. The Bidders shall be responsible for all costs associated with the preparation of their Bids and their participation in the Bid. The Corporation will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.
- 4.4. Any entity which has been barred by the [Central/ State Government, or any entity controlled by it] from participating in any project, and the bar subsists as on the date of bidding, would not be eligible to submit a Bid. A Bidder including any Associate should, in the last 3 (three) years, have neither failed to perform on any contract (except due to Force Majeure Event), as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, or Associate thereof, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, or Associate thereof.

- 4.5. The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 4.6. A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, Corporation shall forfeit and appropriate the Bid Security or Performance Security (in case of Successful Bidder, after the Project is awarded to it) , as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Corporation and not by way of penalty for, inter alia, the time, cost and effort of Corporation, including consideration of such Bidder's proposal, without prejudice to any other right or remedy that may be available to the Corporation hereunder or/and the Contract Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:
- i. the Bidder, its member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; or
 - ii. a constituent of such Bidder is also a constituent of another Bidder; or
 - iii. such Bidder or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Bid of either or each of the other Bidder; or
 - iv. such Bidder has participated as a consultant to Corporation in the preparation of any documents, design or technical specifications of the Project.

For purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

5. Eligibility Criteria

- 5.1. The Bidder submitting the response in response to this RFP shall hereinafter be referred to as Applicant/ Bidder. Only those Applicants who fulfill the following credentials should respond to this invitation:
- 5.2. The Applicant may be Proprietor/Partnership/ Society/ Trist/ Company formed under the Companies Act 1956/ 2013.
- 5.3. The Applicant must have prior experience of Fish Farming in minimum area of 10 acres water body;

or

Having an average Annual Turnover of Rs 5 crores in the last 3 Financial Year started from 2020-21.

6. Clarifications

- 6.1. Wbfdcl shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, Wbfdcl reserves the right to not respond to any question or provide any clarification, in its sole discretion.
- 6.2. Wbfdcl may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by Wbfdcl shall be deemed to be part of the RFP.

7. Amendment of RFP

- 7.1. At any time prior to the Bid Due Date, Wbfdcl may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
- 7.2. In order to afford the Bidders 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.

8. Right to accept and to reject any or all Bids

- 8.1. Notwithstanding anything contained in this RFP, Wbfdcl reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time during the Bidding Process without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- 8.2. The Corporation reserves the right to reject any Bid and appropriate the Bid Security if:
 - (a) At any time, a material misrepresentation is made or uncovered, or
 - (b) The Bidder does not provide, within the time specified by the Corporation, the supplemental information or clarification sought by the Corporation for evaluation of the Bid. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occur after the Bids have been opened and the successful Bidder gets disqualified / rejected, then the Corporation reserves the right to:
 - (i) Invite the remaining Bidders to submit Bids; or
 - (ii) Take any such measure as may be deemed fit in the sole discretion of the Corporation, including annulment of the Bidding Process.

The Corporation reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Corporation, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Corporation shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Corporation there under.

9. Language

- 9.1. The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder

with the Bid 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.

10. Uploading of the Bid

10.1. The bids shall be uploaded in two folders which comprise the following documents:

A. **Folder-I (Bid A) Technical Bid:** The Bidder shall submit the Technical Bid in the formats specified in respect thereto

- i) Letter Comprising the Bid in the form and manner as described in Annexure I.
- ii) Details of the Bidder in the form and manner as described in Annexure II
- iii) Technical Capacity of the Bidder in the form and manner as described in Annexure III.
- iv) Financial Capacity of the Bidder in the form and manner as described in Annexure IV.
- v) Power of Attorney authorizing the signatory of bid to commit the Bidder and in the format as specified in Annexure V
- vi) Statement of Legal Capacity of the Bidder in the form and manner as described in Annexure VI
- vii) Scan copy of the receipt of online payment of EMD/ Security Deposit
- viii) Trade License (in case of proprietorship firm/ partnership firm)
- ix) In case of Company – Please enclose Memorandum and Articles of Association along with certificates of incorporation, and date of commencement of business etc.
- x) 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
- xi) GST Certificate

B. **Folder-II (Bid B):** Financial/Price Bid: The Bidder shall directly submit its financial quotes as its Financial Bid online in Folder II (Bid B) in the BOQ format as per the guidelines in response to financial criteria and the same is required to be encrypted using their Digital Signature Certificate.

11. The queries and original document must be submitted to the following address:

Ex- Officio Divisional Manager,
WBFDC & DCF, Urban Recreation Forestry Division,
10A, Auckland Road, Eden Garden
Kolkata-700 021
E-mail: dcfurkolkata@gmail.com

12. Financial Proposal/ Bid Variable/ Price Bid

- 12.1. The Bidder shall submit its financial quotes as its Financial Bid online in Folder II (Bid B) in the BOQ format. Draft of the BOQ format is enclosed as Annexure VII.
- 12.2. Bidder quoting the Highest Annual License Fee for first year of Operation shall be selected as Successful Bidder or Selected Agency. The License Fee is subject to escalation @ 5% per annum for subsequent years.
- 12.3. The minimum reserve Annual License Fee is Rs. 10,00,000.00 (Rupees Ten Lakhs) only. Bidder to quote over and above the Minimum Reserve Annual License Fee.
- 12.4. The Price Bid shall be exclusive of all taxes and duties.

13. Bid Validity

- 13.1. Bids shall remain valid for a period of 120 days (one hundred twenty days) after the Bid Due Date (herein the "Bid Validity Period"). A Bid having lesser validity period than the prescribed Bid Validity Period shall be summarily rejected by the Corporation as non-responsive.
- 13.2. Prior to expiry of the Bid Validity Period, the Corporation may request the Bidders to extend the Bid Validity Period for a specified additional period.

14. Bid Security

- 14.1. The Bidder shall furnish, as part of its Bid, a Bid Security equivalent to Rs. 20,000/- (Rupees twenty thousand only (exempted for applicants who are registered with MSME and NSIC for the services for which enlistment is sought on production of documentary evidence).
- 14.2. EMD has to be payable in ONLINE mode as per Finance Department G.O. No 3975 F (Y) dated 28th July 2017.
- 14.3. The EMD of the selected Bidder will be returned through the online payment portal as per guidelines issued by Finance Department G.O. No 3975 F (Y) dated 28th July 2017.
- 14.4. The EMD of the selected Bidder may be forfeited if the organization fails to sign the contract in accordance with the terms and conditions.
- 14.5. The Bid Security of unsuccessful Bidders, except the Bidder (L2) next to the Successful Bidder (L1) will be returned promptly without any interest, but not later than 60 days from the Bid Due Date. The Bid Security of L2 will be returned within 15 (fifteen) days of signing of Contract Agreement with the successful bidder. The EMD will be returned through the online payment portal as per guidelines issued by Finance Department G.O. No 3975 F (Y) dated 28th July 2017.
- 14.6. The Bid Security shall be forfeited as damages without prejudice to any other right or remedy that may be available to the Corporation under the Bidding Documents and/ or under the Contract Agreement, or otherwise, under the following conditions:
 - a) If a Bidder submits a non-responsive Bid;
 - b) If the Bidder withdraws its Bid during the Bid Validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Corporation;

- c) If the Bidder submits a conditional Bid which would affect unfairly the competitive position of other Bidders who submitted substantially responsive Bids.
- d) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
- e) If the Bidder does not accept the correction of errors in its Bid, pursuant to Clause 21 hereof;
- f) In the case of the Successful Bidder, if the Bidder fails within the specified time limit to
 - a. To sign and return the duplicate copy of LOI;
 - b. Sign the Contract Agreement;
- g) any other conditions, for which forfeiture of Bid Security has been provided under this RFP.

15. Opening of Bid

- 15.1. WBFDCCL opens the Bids of those Bidders who have successfully submitted their bids online and will evaluate the bid in line with Clause 19
- 15.2. The Eligible Bidders will be informed of a date, time and place for opening of their Financial Bids. The Financial Bids of only the Eligible Bidders i.e., technically qualified based on the criteria

will be considered for evaluation on the intimated date. The Financial Bids will be opened in the presence of the representatives of the Eligible Bidders that choose to be present.

15.3. Any conditionalities put forth by the Bidder in its Bid will make the Bid of the Bidder non responsive.

16. Examination and of Technical Bids

16.1. Wbfdcl will determine responsiveness of the Technical & Financial Bid

16.2. A substantially technical bid is one which conforms to all the terms & conditions of the bid and the bidder has submitted all the relevant papers as per the requirements of this RFP.

16.3. If the Bid of any Bidder is not substantially responsive in terms hereof, the Bid of such Bidder shall be rejected by Wbfdcl and the Bidder shall not subsequently be allowed to make its Bid responsive by correction or withdrawal of the non-conforming deviation or reservation.

17. Evaluation Process

17.1. Only those Bidders whose Bids are found responsive in terms hereof and meets the eligibility criteria specified in Clause 5 above shall qualify for opening of their Financial Bid. Bidders whose bid does not meet the aforesaid qualification criteria shall be rejected.

17.2. All claims to be supported by relevant documents / certificates.

18. Evaluation and Comparison of Financial Bids

18.1. Wbfdcl will evaluate and compare only those Financial Bids which are determined to be substantially responsive

18.2. In evaluating the Financial Bids, Wbfdcl will determine for each Financial Bid the evaluated Bid Price by adjusting the Bid Price by making any correction for errors.

18.3. Bidder quoting the highest License Fee shall be selected as Successful Bidder.

19. Correction of Errors

19.1. Financial Bids determined to be substantially responsive will be checked by Wbfdcl for any arithmetic errors. Arithmetic errors will be rectified on the following basis: -

- (a) Where there is a discrepancy between number and words, the number in words will prevail over the number in figures, to the extent of such discrepancy
- (b) The number stated in the Financial Bid will be adjusted by Wbfdcl in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected number in respect of its Bid quote, his Bid will be rejected, and his Bid Security may be forfeited.

20. Award Criteria

20.1. Subject to Clause 22, Wbfdcl will award the Project to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the

best Bid Price (Bidder quoting the least price), provided that such Bidder has been determined to be eligible in accordance with the provisions of Clause 5.

- 20.2. In the event that two or more Bidders score the same marks pursuant to evaluation in terms herein (the "Tie Bidders"), the Corporation shall identify the selected Successful Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend
- 20.3. In the event that the highest quote Bidder (hereinafter called as "H1") withdraws or is not selected for any reason in the first instance, the Corporation may invite 2nd highest quote Bidder (H2) to match the Price Bid of H1 and bid security of H1 shall be liable to be forfeited. However, in case H2 does not accept the offer, its bid security is not liable to be forfeited. But it is at the discretion of the Corporation to declared H2 as selected bidder for the same bid price as quoted by H2. Even if H2 does not accept the offer and/or fails to comply with the terms of the LOI, its Bid Security shall be liable to be forfeited. If no bidder is selected in first round of bidding, Corporation may invite from all the remaining Bidders to revalidate or extend their Bid Security, as necessary and ask the bidders to match the Bid of H1 (only financial bid in the "Second Round of bidding") If in the second round of bidding, only one Bidder matches the highest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said highest Bidder in the second round of bidding, then the Bidder whose Bid was higher as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth highest Bidders in the first round of bidding offer to match the said highest Bidder in the second round of bidding, the said third highest Bidder shall be the Selected Bidder.
- 20.4. In the event that no Bidder offers to match the highest Bidder in the second round of bidding, the Corporation may, in its discretion, invite fresh Financial Bids (the "third round of bidding") from all Bidders except the highest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids.

21. Corporation's Right to Accept any Bid and Reject any or all Bids

- 21.1. Notwithstanding anything contained in Clause 22 above, Wbfdcl reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids, at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Wbfdcl's action.

22. Wbfdcl's right to vary Scope of Work at the time of Award:

- 22.1. Wbfdcl may at any time, by a written order given to the Bidder, make changes to the Scope of the work as specified below:
- 22.2. Wbfdcl reserves the right to vary the quantity.
- 22.3. If any such change causes an increase or decrease in the cost of or the time required for the Bidder's performance of any part of the work under the Agreement, whether changed or not changed by the order, an equitable adjustment shall be made in the Agreement Value or time schedule, or both, and the Agreement shall accordingly be amended. Any claims by the Bidder

for adjustment under this Clause must be asserted within thirty (30) days from date of the Bidder's receipt of WBFDC's order for change.

23. Signing of Agreement

- 23.1. Prior to signing of the Agreement, the Selected Bidder at his own expense shall deposit with WBFDC an unconditional and irrevocable interest free Performance Guarantee of an amount equal to 25% of **its quoted amount** by way of Demand Draft payable in favor of WBFDC payable at Kolkata. The Performance Guarantee shall remain valid till the contract period and will be refunded only after contract period. Failure to Provide Performance Security within the stipulated time may lead to cancellation of Bid
- 23.2. On receipt of the Performance Guarantee, the Bid security of the successful Bidders will be released.
- 23.3. The EMD amount of successful bidders can be converted as part of the Performance Guarantee.
- 23.4. The Performance Guarantee will be refunded after successful completion of the full term of the License period, after adjusting any dues payable to the Corporation and after final settlement, without consideration of any interest after completion of License Agreement.
- 23.5. The Corporation reserves the right for deduction of the Licensee dues from Licensee's Interest Free Performance Guarantee for –
 - a) Any penalty imposed by the Corporation for violation of any terms and conditions of agreement committed by the Licensee.
 - b) Any amount which the Corporation becomes liable to the Government / Third party due to any default of the Licensee or any of his director/ employees/ representatives/ servant/ agent, etc.
 - c) Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person duly empowered in his behalf.
 - d) Any outstanding payment/ claims of the Corporation remained due after completion of relevant actions as per agreement.
 - e) Once the amount under above Clause is debited, the Licensee shall replenish the Interest Free Security Deposit/ Performance Security to the extent the amount is debited within 15 days period after intimation of such debit, failing which, it shall be treated as Licensee Event of Default and the Corporation may at its discretion can terminate the Agreement and forfeit the Performance Security and the Licensee Fee at its disposal without incurring any liability.

24. Terms & Conditions

- 24.1. WBFDC reserves the right to withdraw or include any item without assigning any reason thereof.
- 24.2. WBFDC 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.
- 24.3. 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)

- 24.4. The evaluation of the applications for Shortlisting shall be carried out by the committee constituted for the purpose.
- 24.5. 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.
- 24.6. Response submitted by Fax or E-mail or any form other than mentioned above will not be acceptable and liable for rejection by WBFDCCL
- 24.7. Selected Bidder shall have to enter into a suitable agreement with WBFDCCL.
- 24.8. License shall be for a period of Five (05) years from the Effective Date of the Agreement.
- 24.9. The License period will start from the Effective Date. For the purpose of Clarity, the Effective Date means 60 days from the Date of Signing of the Contract Agreement.
- 24.10. The Licensee can only withdraw/ exit/ surrender the License before the expiry of the term by forfeiting the Performance Guarantee and the remaining License Fee as submitted by the it.
- 24.11. Payments
- a) License Fee: The successful bidders shall have to deposit the License Fee for the next 12 months in Advance along with applicable GST before signing of the Agreement. Before the end of the 12th month, the Licensee shall have to deposit the License Fee along with applicable GST for the next 12 months in advance and so on till the end of the contract period. Non-payment of License Fee shall be treated as Licensee Event of Default and may lead to the termination of the Agreement by the Corporation and forfeiture of Performance Guarantee as submitted by the Licensee without incurring any liability on its part towards the Licensee.
 - b) The License Fee quoted by the Licensee shall be increased by 5% per annum.
 - c) The GST and other Taxes, as applicable from time to time, shall also be borne by Licensee, in addition to the license fee.
 - d) The property tax applicable, if any, on the property of the Corporation shall be borne by the Corporation.
 - e) All other statutory taxes, statutory dues, local levies, as applicable shall be payable by the Licensee. The Licensee shall indemnify the Corporation from any claims that may arise from the statutory authorities in connection with this License.
 - f) The Licensee and their personnel shall pay such direct, duties, fees, and other impositions levied under the Government of India Act.
 - g) Registration of License Agreement with appropriate authority (If applicable) must be done by Licensee at his cost and Payment of stamp duty on agreement, if any, to be executed in pursuance of this Tender/License Agreement/Contract will be borne by Licensee.
- 24.12. That the license granted shall be solely for the purpose of carrying out the business as specified in this license agreement and permissible by the Corporation.
- 24.13. The Licensee shall be responsible for getting all permits/ approval required for undertaking Fish Farming and Harvesting activities.
- 24.14. The Licensee shall be responsible for safety and security of its produce

- 24.15. The licensee shall take possession of the water bodies for enjoying fishing rights and at the time of work, the men will carry the identity proof given by the Licensee, with them and produce the same on demand by the security on duty specially authorized for the purpose.
- 24.16. As a part of the License, the Licensee shall have the following rights
 - a) To carry out the activity of Fish Farming and Harvesting
 - b) To promote angling activities and earn revenue, however participant interested in angling can only enter the premises after payment of entry fee of the Park.
- 24.17. The Corporation shall provide a small place inside the park for the Licensee to keep material and equipment needed for Fishing. The Licensee shall keep its own personnel (to a maximum of two) in that place for security of Fish, material and equipment at its own cost. The Licensee shall have to get an identification card done for all of their personnel done from the Corporation to enter and work. No unauthorized person will be allowed by the Corporation.
- 24.18. The Corporation reserves the right to use the lake for boating activities, however any such activities will be carry out in discussion with the licensee and in such a way which will not affect or harm the fish farming process.
- 24.19. The Corporation will not to be responsible for any damage and other accident or removing of any license article by unauthorized persons nor they will be liable for any claim or compensation.
- 24.20. All fishing operations must be carried out from the bank or from a boat without spoiling the water.
- 24.21. The licensee is responsible to see that they maintain the view of all area of license and clear the jungles for safety.
- 24.22. The licensee will not be allowed to pump out water from the tanks and to drive it up without permission of the Corporation. However, in case of fire or other emergencies the Corporation can use the water from any water bodies.
- 24.23. The licensee will not be allowed to make any blockage on the banks of the lake and tanks to obstruct the drainage and sewerage, if any.
- 24.24. The licensee should be bound to handover the lake to the Corporation on expiry of license period.
- 24.25. The licensee shall not assign/sublet or transfer the privilege and license of the water bodies as mentioned in the tender or any part thereof or to allow any person to become interested therein in any manner whatsoever. Any breach of this condition shall be entitled the Corporation to rescind the contract and forfeit the License Fee and the Security Deposit of the Licensee.
- 24.26. Harvesting/ Netting of fishing purpose is permitted from 10.00 AM to 06.00 PM providing documentary proof of license is available during fishing.
- 24.27. The licensee shall not erect structure of any kind whatsoever in the said area adjacent to water bodies without prior permission in writing of the Corporation.
- 24.28. All claims, demands, suits, losses, damages, costs, charges & expenses whatsoever which the administration may sustain or incur by reason or in consequence of any injury to any person or to the any property resulting directly or indirectly by reason of or inconsequence of the non-observation or non-compliance on the part of the license of any terms & conditions for any rules & regulations for bye laws as may time to time to be made by or on

behalf of the administration or by on behalf of any local authority in relation thereto and subject to the condition therein contained shall be made good by the tenderer.

24.29. Fine and Penalties

- a) The Corporation can impose the fine on Licensee up to Rs.5, 000/- per offence on the following offenses:

i.	Any staff of Licensee found in drunken condition/ indulging in bad conduct.
ii.	Any staff of the Licensee found creating nuisance.
iii.	Improper maintenance & defacement of the Property.
iv.	Dishonor of drafts and Cheques given by Licensee in favour of the Corporation.
v.	Misbehavior with staff and commuters of the Corporation.
vi.	Not following safety and security norms as may be indicated by authorized representative of the Corporation.
vii.	Any staff of the Licensee found without uniform and ID Card and/or found creating nuisance on duty.
viii.	Not following the instructions issued by the Authorities from time to time
ix.	Licensee displays advertisement without approval of the Corporation
x.	Any offence which is deemed fit to impose penalty by the Corporation

- b) The option to impose fine, penalty, etc. under this License Agreement shall be exercised by the Corporation official not below the rank of Divisional Manager, West Bengal Forest Development Corporation Limited.
- c) It shall be the sole responsibility of the licensee to maintain law & order in its licensed premises. The Corporation shall, in no way, will be responsible/accountable of any mis-happening in the premises given in license basis to licensee.

24.30. Material breach of contract / Events of Default

Following shall be considered Material Breach of the Contract by Licensee resulting in Licensee's Events of Default:

- a) If the Licensee is found guilty of persistently breaching the terms of the Contract Agreement and carrying out other activities than the License granted for and also Licensee fails to perform or discharge any of their obligations, unless such event has occurred because of a Force Majeure Event, or due to reasons solely attributable to the Corporation without any contributory factor of the Licensee.
- b) If at any time during the subsistence of the Agreement, there is non-conformity to the Agreement or any time during the Agreement, the Licensee indicates its unwillingness to abide by any clause of the Agreement or repudiates the Agreement.
- c) If the Licensee fails to pay License Fee and any other amounts due to the Corporation.
- d) If the Licensee is in persistent non-compliance of the written instructions of the Corporation officials.

- e) If the Licensee or any of its representatives cause an incident or accident that results in injury or death to the Corporation employees/commuters or loss to the Corporation property
 - f) If any of the above Material Breach and Licensee Events of Default happens, then the Corporation shall give due notice to the Licensee to Cure the Default.
 - g) If the Licensee fails to cure the Default within thirty (30) days, the Corporation after giving a final 30 days' notice shall be entitled to terminate the License Agreement, in such case the Interest free Performance Guarantee and the balance License Fee shall be forfeited by the Corporation.
- 24.31. The Licensee shall keep firefighting equipment as per the Corporation requirements inside his premises in good working condition at all times and also train and keep trained all his employees in the use of these equipment.
- 24.32. The Licensee shall ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits/ fires and observing all notified statutory provisions and standards.
- 24.33. The Licensee hereby indemnifies the Corporation against any loss, damage or liabilities arising as a result of any act of omission or commission on the Licensee part or on part of the Licensee personnel or in respect of non-observance of any statutory requirements or legal dues of any nature.
- 24.34. The Licensee hereby agrees that the Corporation shall have no responsibility as regards The Licensee employees shall be the employees of the Licensee only and shall not be construed under any circumstances as employees of the Corporation. The Licensee hereby indemnifies the Corporation against the claims made by Licensee 's employees against the Corporation.
- 24.35. That the Licensee hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said premises. The Licensee hereby indemnifies the Corporation against any liability arising in connection with the employment of its personnel in the said premises by the Licensee. The Licensee hereby undertakes to carry out police verification of its employees in advance.
- 24.36. That no tenancy/ sub-tenancy is being created by the Corporation in favour of Licensee under or in pursuance of this Agreement and it is distinctly and clearly understood, agreed and declared by and between the parties hereto that:
- a) That the Licensee shall not have or claim any interest in the said premises as a tenant/ sub-tenant or otherwise:
 - b) That no right as a tenant/ sub-tenant or otherwise is purported is intended to be created or transferred by the Corporation in favour of Licensee in or in respect of the said premises, except to carry out their activities over the granted space under this License Agreement.
 - c) That the rights, which Licensee shall have in relation to the said premises, are only those set out in this Agreement.
- 24.37. The Licensee has the right for himself, his servants and agents to enter and leave by the main entrance and by all other entrances thereof used by and open to the public only for the purpose of the license as stated herein below and for no other purpose.
- 24.38. The Corporation shall provide the last mile utility connectivity, however the Licensee shall its own cost will have to get the Utility Connection in its own name and make all payments towards utility consumption.
- 24.39. The Licensee shall provide at its own expenses sufficient and competent staff.

25. Pre Bid Meeting

A Pre-Bid meeting shall take place on date and time as mentioned in clause 3. The meeting will be organized online and interested applicant shall request for VC link to the email address given at Clause 12.

26. Failure to abide by the Agreement

26.1. Failure of the successful Bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event WBFDC may forfeit the EMD/ Performance Bank Guarantee.

27. Fraud and Corrupt Practices

a) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOI and during the subsistence of the Contract Agreement.

b) if a Bidder is found by the Corporation to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOI or the execution of the Contract Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the Corporation during a period of 2 (two) years from the date such Bidder is found by the Corporation to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

Sd/-

Ex- Officio Divisional Manager,
WBFDC & DCF, Urban Recreation Forestry Division,
10A, Auckland Road, Eden Garden
Kolkata-700 021

Annexure – I Format of Undertaking

(on Company's Letter Head)

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

To,

Ex- Officio Divisional Manager,
WBFDC & DCF, Urban Recreation Forestry Division,
10A, Auckland Road, Eden Garden
Kolkata-700 021
E-mail: dcfurfkolkata@gmail.com

Dear Sir/ Madam,

RFP Ref No:

Subject: "RFP for Fishing Rights of Lake within Banabitan Park, Salt Lake".

Dear Sir/ Madam,

Being duly authorized to represent and act on behalf of _____ (hereinafter referred as the "**Bidder**"), and having reviewed and fully understood all of the requirements of the tender and information provided, the undersigned hereby expresses its interest and apply for the tender for undertaking the subject project

We are enclosing our Bid, in conformity with the terms of the RFP, and furnishing the details as per the requirements of the Bid Document, for your evaluation.

The undersigned hereby also declares that the statements made and the information provided in the Proposal is complete, true and correct in every detail.

We confirm that the application is valid for a period of 120 (one hundred and twenty) days from the due date of submission of application and is unconditional.

We hereby also confirm the following:

1. The Proposal is being submitted by M/s _____[...] (*name of the Bidder-*, in accordance with the conditions stipulated in the RFP.
2. We have examined in detail and have understood the terms and conditions stipulated in the RFP issued by WBFDC (hereinafter referred as the "**Corporation**") and in any subsequent communication sent by Corporation.
3. We agree and undertake to abide by all these terms and conditions. Our Proposal is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from Corporation)
4. The information submitted in our Proposal is complete, is strictly as per the requirements stipulated in the RFP, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Proposal.

5. We confirm that we have studied the provisions of the relevant Indian laws and regulations required to enable us to prepare and submit this Proposal for undertaking the Project, in the event that we are selected as the Successful Bidder.
6. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitration tribunal or a judicial authority or judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/ We declare that:
 - a. I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Corporation; and
 - b. I/ We do not have any conflict of interest in accordance with the RFP; and
 - c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP, in respect of any tender or request for proposal issued by or any agreement entered into with the Corporation or any other public sector enterprise or any government, Central or State; and
8. I hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
9. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders
10. I further certify that in regard to matters relating to security and integrity of the country, we, have not been convicted by any Court of Law or indicted or adverse orders passed by the regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of community.
11. I further certify that in regards to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by the Court of Law.
12. I further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
13. I hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Corporation in connection with the selection of the Bidders, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
14. In the event of me being declared as the Successful Bidder, I agree to enter into a Contract Agreement in line with the requirement of the RFP that has been provided to me prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

- 15. The Bid Variable as quoted by me/ after taking into consideration all the terms and conditions stated in the RFP, our own estimates of costs and after a careful assessment of the identified locations of the proposed Centers and all the conditions that may affect the Bid.
- 16. I agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I shall have any claim or right of whatsoever nature if the Project is not awarded to me or our Bid is not opened or rejected
- 17. We confirm that all the terms and conditions of the Proposal are firm and valid for acceptance for a period of 120 days from the Bid Due Date.
- 18. I agree and undertake to abide by all the terms and conditions of the RFP. In witness thereof, I submit this Bid under and in accordance with the terms of the RFP.

Thanking You,

Yours Sincerely,

For and on behalf of : (name of the Bidder and the Company Seal)

Signature : (Authorized Representative & Signatory)

Name of the Person :

Designation :

Annexure II – Bidder's Profile

1.
 - (a) Name:
 - (b) Registration Details of the Bidder (**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 Bidder 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:
 - (g) Fax Number:
4. Particulars of the Authorized Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone /Mobile Number:
 - (e) Fax Number:

**** Wherever applicable submit documentary evidence to facilitate verification.**

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 RFP is liable to be rejected.

Signature of the Authorized Signatory with date & seal

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

Sl. No.	Location of the Fish Farm	Area (in Acres)
1	2	3

1. Bidder to enclose copy of the Records of the Right/ Lease/ License Agreement of the water body in the name of the Bidder and documentary proof that they are doing fish farming on the same

Annexure IV– Bidder’s Experience (Financial Capacity of the Bidder)

Financial Year	Amount (In Rs)
2020-21	
2019-20	
2018-19	
2017-18	

(*Bidder to provide copy of audited financials along with certificate from its Auditor confirming the Turnover)

Annexure V: Format of Power of Attorney for Authorizing Signatory of the Bidder

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 Bidder 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 Bidder.*

Annexure VI: Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder)

To,

Ex- Officio Divisional Manager,
WBFDC & DCF, Urban Recreation Forestry Division,
10A, Auckland Road, Eden Garden
Kolkata-700 021
E-mail: dcfurfkolkata@gmail.com

Dear Sir/ Madam,

RFP Ref No:

Subject: "RFP for Fishing Rights of Lake within Banabitan Park, Salt Lake".

Dear Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the RFP.

We have agreed that _____ (insert individual's name) will act as our representative and has been duly authorized to submit the RFP. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

For and on behalf of

Authorized signatory

Annexure VII: Format of BOQ for Financial Bid

To,

Ex- Officio Divisional Manager,
WBFDC & DCF, Urban Recreation Forestry Division,
10A, Auckland Road, Eden Garden
Kolkata-700 021
E-mail: dcfurfkolkata@gmail.com

RFP Ref No:

Subject: "Fishing Rights of Lake within Banabitan Park, Salt Lake".

Dear Sir,

As a part of the Bid for the subject matter, we offer our Price Bid to WBFDC, as follows:

Particulars	Quoted amount for first year of Operation (in number) – INR	Quoted amount for first year of Operation (in words) - INR
License Right for Fishing and Fish Farming at Banabitan Park		

We will abide by all the terms & conditions of the RFP and the Price quoted by is firm and we will not ask for any revision of the same while undertaking the project as per the Scope of Work and the Terms & Conditions of this RFP document

We agree to bind by this offer if we are selected as the preferred bidder.

FOR AND ON BEHALF OF _____

SIGNATURE _____

NAME _____

DESIGNATION _____

COMPANY SEAL

COMPANY _____

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 [Error! Hyperlink reference not valid.](#) (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. & Request for Proposal (RFP) 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 Bidder 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 Bidder
- 1.6. An Bidder desirous of taking part in RFP 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 RFP 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 Bidder 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. Bidder will make the payment after entering his Unique ID and password of the bank to process the transaction. iii) Bidder will receive a confirmation message regarding success/failure of the transaction.
 - III. If the transaction is successful, the amount paid by the Bidder will get credited in the respective Pooling account of the State Government office/PSU/Autonomous body/Local Body/PRI, 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 Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder's account.

Appendix 2 – Project Site

