



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

E-Tender for Hiring of Vehicles for Packaged tourism in North Bengal under Divisional Manager, Darjeeling Forest Corporation Division, West Bengal Forest Development Corporation Limited.

NIT No.: 03/DFCD/Hiring Vehicle/2024-25



Office of the Divisional Manager, Darjeeling Forest Corporation Division,
West Bengal Forest Development Corporation Limited
Govt. Saw Mill Road, Mahananda para, Siliguri-734005
e-mail: dfcd@wbfdc.com, visit us: www.wbfdc.com

Memo No. 1279/24-20(A)

Date: 13.09.2024

Notice Inviting e-Tender No: 03/DFCD/HIRING VEHICLE/2024-2025

E-Tender for Hiring of Vehicles for Packaged tourism in North Bengal under Divisional Manager, Darjeeling Forest Corporation Division, West Bengal Forest Development Corporation Limited.

The Divisional Manager, Darjeeling Forest Corporation Division, West Bengal Forest Development Corporation Limited invites e-tenders for the following work(s) as detailed in the table below. [Collection (downloading) and Submission (uploading) of Tender can be made online through the website <https://wbtenders.gov.in> only].

Name of the Project:-

Hiring of Vehicles for Packaged tourism in North Bengal under Divisional Manager, Darjeeling Forest Corporation Division under Darjeeling Forest Corporation Division, WBFDC Ltd.

Item of works included :-

1. Hiring of Toyota Innova or Vehicle with similar specifications.
2. Hiring of Maruti Suzuki Ertiga / Mahindra Xylo or Vehicle with similar specifications.
3. Hiring of Maruti Swift Dzire (Sedan) or Vehicle with similar specifications.

The successful bidder / selected service provider shall have to place required number and category of vehicles on a day to day basis at a notice of 48 hours or more.

Name of Project	Estimated Amount Put to tender (Rs.)	Amount of Earnest Money to be deposited (Rs.)	Cost of tender documents (Tender Fees, inRs.)	Period of Contract
Hiring of Vehicles for Packaged tourism in North Bengal for Plains under Divisional Manager, Darjeeling Forest Corporation Division, WBFDC Limited.	Rate Quoted E-tender	75,000.00	NIL	365 days (From the date of issue of work order)
Hiring of Vehicles for Packaged tourism in North Bengal for Hills under Divisional Manager, Darjeeling Forest Corporation Division, WBFDC Limited.		75,000.00		

The Divisional Manager, Darjeeling Forest Corporation Division, West Bengal Forest Development Corporation Limited reserves the right to cancel any work without assigning any reason thereof.

In the event of e-filling, intending bidder may download the tender documents from the website <https://wbtenders.gov.in> directly with the help of Digital signature Certificate. Tenderer will select the tender to bid and initiate payment modes (vide Finance Department Memorandum no. 3975-F(Y) Dated 28/07/2016)

- i) Net banking (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI Bank Payment gateway.
- ii) RTGS/NEFT in case of offline payment through bank accounts in any bank.
- b) Exemption of any kind for any of the eligible bidder towards cost of EMD will be according to i. 815-F(Y) dated 23/02/2023 issued by Finance Department, Audit Branch, Government of West Bengal.

Schedule of Dates:

Sl. No.	Particulars	Date & Time
1	Date of uploading N.I.T. documents online (Publishing Date)	14/09/2024 at 10:30 AM
2	Documents download start date (online)	14/09/2024 at 11:30 AM
3	Documents download end date (online)	28/09/2024 at 05:00 PM
4	Bid submission start date (online)	14/09/2024 at 11:30 AM
5	Bid submission closing date (online)	28/09/2024 at 05:00 PM
6	Bid opening date for technical proposal (online)	30/09/2024 at 05:00 PM
7	Date of uploading technically qualified bidders (online)	To be notified in due course
8	Date of opening financial bids (online)	To be notified in due course

Note:

- 1) In case of any unscheduled holiday or on days of Bandh or natural calamity on the aforesaid dates, the next working day will be treated as scheduled / prescribed date for the same purpose.
- 2) The Tender Inviting Authority may change the venue of opening the Technical or Financial Bids in case of exigent circumstances like breakdown of communications link or conditions of force majeure.
- 3) The Tender Inviting Authority reserves the right to defer the date of opening of either Technical or Financial Proposal or both, if required.

INSTRUCTION TO BIDDERS (ITB)

Section – A

1. General Guidance for e-Tendering

1.1 Instructions / Guidelines for tenderers for electronic submission of the tenders online have been shown in Web site <https://wbtenders.gov.in>

1.2 Registration _____ of _____ Contractor

Any contractor willing to take part in the process of e-tendering will have to be enrolled and registered with the Government e-Procurement System.

1.3 Digital Signature Certificate (DSC)

Each contractor is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders.

1.4 Collection of Tender Documents

The contractor can search and download NIT and tender documents electronically from computer once he logs on to the website mentioned in Clause 1.1 using the Digital Signature Certificate. This is the only mode of collection of tender documents.

1.5 Participation in more than one work

A prospective bidder shall be allowed in the job either in the capacity of individual or as a partner of a firm or registered company.

2. Submission of Tenders:

2.1 General process of submission:

Tenders are to be submitted online through the website stated in Clause 1.1 in two folders, at a time for each work, one is Technical Proposal and the other is Financial Proposal, before the prescribed date and time mentioned in the list attached. Using the Digital Signature Certificate (DSC), the documents are to be uploaded, virus scanned and digitally signed. Tenderers should specially take note of all the addendum/corrigendum related to the tender and upload the latest documents as part of the tender.

2.2 Technical Proposal

The Technical Proposal should contain scanned copies and/or a declaration in standardized formats of the following in two covers (folders).

A. Technical File (Statutory Cover) containing

- i. NOTICE INVITING TENDER (NIT) (to be submitted in “NIT” Folder).
- ii. Section B (Form I, Form II, Form III, and AFFIDAVIT – Y) to be submitted in “FORMS” Folder).
- iii. Instructions to Bidders. (to be submitted in “ITB” Folder)
- iv. General Terms & Conditions of Contract. (to be submitted in “GT AND CC” Folder)
- v. Technical Specification. (to be submitted in “TS” Folder)
- vi. Drawing if Any to (“DRAWING” Folder)

Note: Tender document may be downloaded from website & submission of Technical Bid/Financial Bid as per Tender Schedule

vii. Addenda/Corrigenda, if published: Contractors are to keep track of all the Addendum/Corrigendum issued with a particular tender and upload all the above, digitally signed, along with the NIT. Tenders submitted without the Addendum/Corrigendum will be treated as invalid and liable to be rejected.

B. My Document (Non-Statutory Cover)

Sl. No.	Category Name	Sub-Category Description	Document Name	
A.	CERTIFICATES	CERTIFICATES	(For details see Clause 3 of ITB & relevant clauses of NIT)	
			1	Up to date Professional Tax deposit receipt challan
			2	Updated GST Registration Certificate with valid HSN/SAC code tagged for respective similar nature of work.
			3	I.T.R. Acknowledgement Receipt (last 3years)
			4	I.T. PAN Card, ESI & EPF Registration Certificate (If EPF and ESI is not required by law, declaration is to be submitted on letter head of The Company/ Firm properly stamped and signed)
			5	Aadhar Card
			6	Enlistment Certificate/ Trade License for similar nature of work
			7	ESI and EPF up to date payment certificate
B.	COMPANY DETAILS	COMPANY DETAILS	8	All up-to-date documents regarding taxes and charges as applicable
			1	Proprietorship Firm - Trade Licence.
			2	Partnership Firm - Registered Partnership Deed,

				Registered Power of Attorney, Trade licence.
			3	Pvt. Ltd. Company - Registration Certificate under Company's Act, MOA & AOA, Registered Powerof Attorney, Trade licence.
			4	Registered Un-employed Engineers and Labour Co-operative Societies Limited. Please refer to clause 3(f).
C.	CREDENTIAL	CREDENTIAL	1	(i)Intending tenderers should have an average annual turnover of Rs. 10.00 lakh or more. Or (ii) The bidder should have experience in cab service / transport service / taxi service for three years or more.
D.	EQUIPMENTS	PLANTS & MACHINERIES	1	Authenticated copy of invoice, challan and way bill (Machinery/Tools/Equipment)
E.	FINANCIAL (INFO)		1	Last Three years Audited Balance Sheet, P&L accounts dulycertified by Chartered Accountant.
Inclusive of all other Govt. Rules for attending tender.				
F	Declaration	TECHNICAL STAFF	1	An affidavit mentioning the name of the technical staff.

2.3. Financial Proposal

i) The financial proposal should contain the Rate Quote including Rates per kilometer and Rates Per day for Hills and plains separately for each category of vehicle in one cover (folder). **Refer Annexure-1.**

ii)**Rate per day (includes Vehicle Hiring charges, Night halt charges and Fuel) to be quoted separately as per Annexure-1 and Rate per KM includes all other charges including Fuel.**

iii)Only downloaded copy of the Rate Quote are to be uploaded quoting the rate, virus scanned & digitally signed by the contractor.

3. Eligibility Criteria for participation in tender:

(a) The bidder should have all necessary permission, registration and license as applicable. The bidder should have valid PAN, GSTIN Registration with the state of West Bengal, ESI and EPF registrations ((If EPF and ESI is not required by law, declaration is to be submitted on letter head of The Company/ Firm properly stamped and signed), Professional Tax registration and Trade Licence with Government of West Bengal.

(b) All categories of prospective Tenderers shall have to submit valid and up to date Professional Tax receipt challan, Updated GST Registration Certificate with valid HSN/SAC code tagged for respective similar nature of work, Income Tax Return Acknowledgement receipt for last 3 years, PAN card issued by Income Tax Department, Aadhar Card and Trade licence issued by local bodies under Government of West Bengal.

(c) Where an individual person holds a Certificate in his own name duly issued to him against the company or the firm of which he happens to be a director or partner, such individual person shall, while submitting any tender for and on behalf of such company or firm, invariably submit a copy of registered power of attorney showing clear authorization in his favour, by the rest of the directors of such company or the partners of such firm, to submit such tender. The Power of Attorney shall have to be registered in accordance with the provisions of the Registration Act, 1908. (Non-statutory Documents).

(d) Neither prospective Tenderer nor any of the constituent partners had been debarred to participate in any Tender by the State/ Central Government, State /Central Government undertaking, Statutory/ Autonomous bodies constituted under the Central/ State statute during the last 5 (five) years prior to the date of this NIT. Such debarring will be considered as disqualification towards eligibility. (A declaration in this respect has to be furnished by the prospective bidders as per prescribed format in non-judicial stamp paper, must be uploaded with both sides of Stamp Paper - Affidavit-Y). [Non-statutory Documents]

(e) The partnership firm shall furnish the Registered Partnership Deed and the Company shall furnish the Memorandum of Association (MOA) and Article of Association (AOA.) [Non-statutory Documents]

(f) Registered Un-employed Engineers' Co-operative Societies / Labour Co-operative Societies are required to furnish the following documents: - [Non-statutory Documents]

- i. Current "No Objection Certificate" from the Assistant Registrar of Co-operative Societies.
- ii. Supporting documents showing area of operation.
- iii. Bye-laws duly approved by the Assistant Registrar of Co-operative Societies.
- iv. Name with address and signature (in original) of the present Board of Directors of the Co-operative Society
- v. Copies of Minutes of last Annual General Meeting and Audit Report of the Co-operative Society with the evidence of submission of the same to the concerned Authorities, duly attested.

(g) The prospective Tenderers or any of their constituent partner shall neither have abandoned any work nor any of their contract have been rescinded during the last 5 (five) years. Such abandonment or rescission will be considered as disqualification towards eligibility.

(h) A prospective Tenderer shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm. If the prospective Tenderer is found to have applied severally in a single job, all his applications will be rejected for that job.

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

(j) The bidder should have an average annual turnover of Rs. 10.00 lakh or more.

(k) The bidder should have experience in cab service / transport service / taxi service for three years or more.

Terms and conditions of credentials:-

➤ *Payment certificate will not be treated as credential.*

➤ *Credential certificate issued by the Executive Engineer or equivalent or Competent Authority of a State/ Central Government, State/ Central Government undertakings, Statutory/ Autonomous bodies constituted under the Central/ State statute, on the executed value of completed/ running work will be taken as credential.*

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

(m) The bid submission by an intending tenderer who is already blacklisted in any State/Central Government, State/ Central Government Undertaking, Statutory/ Autonomous bodies constituted under the Central/ State Statute will not be entertained.

(n) All the participants have to upload undertaking that they do not have any litigation that past or present with any Govt./PSU/Semi-Govt. Organisation of the State.

(o) The eligibility of a bidder will be ascertained on the basis of the attached documents uploaded using digital signature in support of the minimum criteria and the declaration executed through prescribed affidavit in non-judicial stamp paper (must upload both sides of Stamp Paper) of appropriate value duly notarised. If any documents submitted by a bidder is either manufacture or false, in such cases, the eligibility of the bidder/tenderer will be out rightly rejected at any stage without any prejudice.

(p) No tenderer shall be deemed to be fit for consideration unless the tender documents are fully and completely filled in. All information that may be asked from the Tenderer must be unequivocally furnished. The eligibility of a Tenderer will be ascertained on the basis of the documents submitted by a Tenderer in support of eligibility criteria. If any document submitted by a Tenderer is found to be incomplete/incorrect/ manufactured / fabricated or false, his Tender will be out rightly rejected at any stage and legal action will be taken against him.

4. Opening of Technical Proposal: -

Technical proposals will be opened by the authorized representatives electronically from the website stated in Clause 2.1, using their Digital Signature Certificate.

Intending tenderers may remain present, if they so desire.

Cover (Folder) for Statutory Documents should be opened first, if found in order, Cover (Folder) for Non-statutory Documents will be opened. If there is any deficiency in the Documents, the tender will summarily be rejected.

Decrypted (transformed into readable formats) documents of the non-statutory Cover will be downloaded, and handed over to the Tender Evaluation Committee (constituted for evaluation of tenders).

5. Uploading of summary list of technically qualified tenderers :

Pursuant to scrutiny and decision of the Tender Evaluation Committee (TEC), the summary list of eligible tenderers with the serial number of work(s) for which their Financial Proposals will be considered will be uploaded in the web portals.

While evaluation, the Committee may summon the tenderers and seek clarification / information or additional documents or original hard copy of any of the documents already submitted and if these cannot be produced within the stipulated time frame, their proposals will be liable for rejection.

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

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

7. Opening and Evaluation of Financial Proposal :

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

The encrypted copies will be decrypted and the rates will be read out to the contractors remaining present at that time.

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

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

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

9. Acceptance of Tender (Technically eligible/qualified)

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

10. Grounds for Suspension and Debarment:

The procedure as laid down below shall govern the suspension/debarment of Suppliers/Contractors/Consultants (Contractors for brevity) involved in WBFDC Ltd. procurement for offences or violations committed during competitive bidding and contract implementation, for the works.

- (1) Submission of eligibility requirements containing false information or falsified documents.
- (2) Submission of Bids that contain false information or falsified documents, or the concealment of such information in the Bids in order to influence the outcome of eligibility screening or any other stage of the bidding process.
- (3) Unauthorized use of one's name/digital signature certificate for the purpose of bidding process.
- (4) Any documented unsolicited attempt by a bidder unduly influencing the outcome of the bidding in his favour.
- (5) Refusal or failure to post a self-declaration to the effect of any previous debarment imposed by any other department of State Government and/or Central Government.
- (6) All other acts that tend to defeat the purpose of the competitive bidding such as lodging false complain about any Bidder, lodging false complain about any Officer duly authorized by the Department, restraining any interested bidder to participate in the bidding process, etc.
- (7) Whenever adverse reports related to adverse performance, misbehaviour, direct or indirect involvement in threatening, making false complaints etc. damaging the reputation of the department or any other type complaint considered fit by the competent authority of the department, are received from more than one Officer or on more than one occasion from individual Officer.
- (8) Refusal or failure to submit the required performance security / earnest money within the prescribed time without justifiable cause.
- (9) Failure in deployment of Technical Personnel, Engineers and/or Work Supervisor having requisite license / supervisor certificate of competency as specified in the contract.
- (10) Refusal to accept the work order after issuance of "Letter of Acceptance" or enter into contract with the WBFDC Ltd. without justifiable cause.
- (11) Failure of the Contractor, due solely to his fault or negligence, to mobilize and start work or performance within the specified period as mentioned in the "Letter of Acceptance", "Letter of Acceptance cum Work Order", "Work Order", "Notice to Proceed", "Award of Contract", etc.
- (12) Failure by the Contractor to fully and faithfully comply with its contractual obligations without valid cause, or failure by the Contractor to comply with any written lawful instruction of the Executing Authority (the Officer authorized by the WBFDC Ltd.) or its representative(s) for the implementation of the Contract.
- (13) For the execution of Contracts, poor performance by the Contractor of his services arising from his fault or negligence. Any of the following acts by the Contractor shall be construed as poor performance.
 - (i) Non deployment of competent technical personnel, competent Engineers and/or work supervisors;

- (ii) Non-deployment of committed equipment, facilities, support staff and manpower;
 - (iii) Defective design resulting in substantial corrective works in design and/or construction;
 - (v) Using materials which are inappropriate and substandard or inferior to acceptable standards;
- (14) For the procurement of goods, unsatisfactory progress in the delivery of the goods by the manufacturer, supplier, or distributor arising from Contractor's fault or negligence and/or unsatisfactory or inferior quality of goods, vis-à-vis as laid down in the contract.
- (15) Willful or deliberate abandonment or non-performance of the project or Contract by the Contractor resulting in substantial breach thereof without lawful and/or just cause.

CATEGORY OF OFFENCE :-

- (A) First degree of offence: 1 to 15 of the above Clause-10 to be considered as First degree of offence.
- (B) Second degree of offence: Any one of the offences as mentioned under Clause-10 above, committed by a particular Bidder/Contractor on more than one occasion, be considered as Second degree of offence.

In addition to the penalty of suspension/debarment, the bid security / earnest money / security deposit submitted by the concerned Bidder or prospective Bidder shall also be forfeited.

PENALTY FOR OFFENCE :-

- (I) For committing First degree of offence: Disqualifying a Bidder from participating in any assignment process under West Bengal Forest Development Corporation Limited up to 2 (two) years.
- (II) For committing Second degree of offence: Disqualifying a Bidder from participating in any assignment process under the West Bengal Forest Development Corporation Limited up to 3 (three) years.

11. Earnest Money Deposit (EMD): of Rs. 75,000 shall be deposited by the bidder in following manner.

a) Earnest Money payment:

- i. Net banking (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI Bank Payment gateway.
 - ii. RTGS/NEFT in case of offline payment through bank accounts in any bank.
- b) Exemption of any kind for any of the eligible bidder towards cost of EMD will be according to
- i. 815-F(Y) dated 23/02/2023 issued by Finance Department, Audit Branch, Government of West Bengal.
- c) **Refund of EMD:** The EMD of the unsuccessful Tenderer will be refunded as per notification issued by Finance Department, Government of West Bengal, Memo no. 3975-F(Y) dated 28/07/2016.

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

e) Both Technical Bid and Financial Bid should be submitted duly digitally signed by the Tenderer through the website <http://wbtenders.gov.in> as per the 'Date & Time Schedule' stated in this N.I.T. (Details of which has been narrated in 'Instruction to Bidders')

12. Opening of Tender:

- (a) The Technical Bid shall be publicly opened by the authority receiving tender or by his authorized representative, as per the Date & time Schedule mentioned in NIT.
- (b) Prospective Tenderers or their authorized representatives may be present during the opening process.
- (c) Financial Bids of only those tenderers who would qualify in the Technical Bid evaluation will be opened.
- (d) The intending Tenderers shall clearly understand that whatever may be the outcome of the present Invitation of Tender, no cost of Tendering shall be reimbursable by the WBFDC Ltd.. The Divisional Manager, Darjeeling Forest Corporation Division, West Bengal Forest Development Corporation Limited reserves the right to reject any tender or all Tenders without assigning any reason whatsoever and is not liable for any cost that might have incurred by any Tenderer at any stage of Tendering.
- (e) The acceptance of the tender rests with The Divisional Manager, Darjeeling Forest Corporation Division, West Bengal Forest Development Corporation Limited who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all the tenders received without assigning any reason thereof.
- (f) The Contractor/Bidder should see the site of works and Tender Documents, Drawings etc. before submitting e-Tender and satisfy himself/herself regarding the condition and nature of works and ascertain difficulties that might be encountered in executing the work, carrying materials to the site of work, availability of drinking water and other human requirements & security etc.

13. The selected Contractor must arrange to procure all materials required for the proper completion of the work (as per the Technical Specifications of the tender document). The Employer will not on any account be responsible for procuring the same.

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

15. Validity of Bids:

Generally, Bids will be valid for 120 days from the date of opening of the financial proposal. However, extension of bid validity may be suitably considered by the Tender Inviting Authority, if required, subject to obtaining a written confirmation of the contractor/bidder(s) to that effect. Withdrawal of e-Tender once the bid has been submitted online and after passing of end date for submission which has been accepted for further processing is not allowed. EMD will be forfeited by WBFDC Ltd. and the bidder/contractor shall be penalized in terms of provisions in the notice of the tender (Sl. 10 of ITB).

16. Verification of credentials/onsite projects:

Before issuance of the work order, the Tender Accepting Authority may verify the credential and other documents of the lowest Tenderer if found necessary. After verification, if it is found that such documents submitted by the lowest Tenderer is either manufactured or false in that case, work order will not be issued in favour of the Tenderer under any circumstances and legal action will be taken against him.

17. Cancellation of Tender :

The Divisional Manager, Darjeeling Forest Corporation Division, West Bengal Forest Development Corporation Limited reserves the right to cancel this N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.

18. Security Deposit:

Security Deposit of Rs. 1,50,000/- shall be deposited in the below mentioned A/C details after signing of the agreement and prior to issuance of work order. This security Deposit will be released not before expiry of Six months of satisfactory completion of the work.

Compensation of all other sums of money payable by the contractor to the WBFDC Ltd. under the terms of the contract may be deducted from the security deposit.

Account Name: M/s WB Forest Dev Corp LTD Darjeeling Div REV

Account No: 50200057130606

IFS Code: HDFC0001128

MICR Code: 700240052

Branch Code: 1128

If the bidder fails to complete the works successfully, the Additional Performance Security along with Security Deposit lying with the WBFDC Ltd. shall be forfeited at any time during the pendency of contract period as per relevant Clauses of the Contract.

19. Removal of Discrepancy:

If any discrepancy arises between two similar clauses on different notification, the clause as stated in later notification will supersede former one in following sequence :-

- a. Form of Agreement
- b. N.I.T.
- c. Technical Specifications
- d. General Terms and Conditions
- e. Relevant PWD (W.B.) Schedule of Rates
- f. Instructions to Bidders

20. MOBILISATION ADVANCE/ COST OVER RUN:

No Mobilisation Advance and Secured Advance will be allowed.

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

22. The successful Tenderer will have to start the work as per the work order to commence the work.

23. Guiding schedule of works should be followed as per existing norms, patterns, lying in the working division.

No tenderer shall be deemed to be fit for consideration unless the tender documents are fully and completely filled in. All information that may be asked from the Tenderer must be unequivocally furnished. The eligibility of a Tenderer will be ascertained on the basis of the documents submitted by a Tenderer in support of eligibility criteria. If any document submitted by a Tenderer is found to be incomplete/incorrect/ manufactured / fabricated or false, his Tender will be out rightly rejected at any stage and legal action will be taken against him.

24. In the event of a tender being submitted by a firm, it must be signed by a member or members of the firm having legal authority to do so and if called for, legal documentations in support thereon must be produced for inspection and in the case of a firm carried out by one member or a joint family it must disclose that the firm is duly registered under the Indian Partnership Act.

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

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

27. 80% payment will be released on submission of Bills and the remaining 20% payment will be released after the reflection of inputs in GST portal.

RATES ARE FIRM FOR THE PERIOD OF THE PROJECT. IN CASE ANY ABNORMAL DEVIATION IS OBSERVED DURING THE COURSE THE TENDER ACCEPTING AUTHORITY MAY REFER TO THE APPROPRIATE HIGHER AUTHORITY OF WBFDC Ltd. IN DECIDING ON THE RATE REVISIONS (IF NEEDED).

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

Memo No. 1279/24-20(A)

Date: 13.09.2024

Copy forwarded for kind information to: -

- 1) The Managing Director, West Bengal Forest Development Corp. Ltd.
- 2) The General Manager, (HQ), West Bengal Forest Development Corp. Ltd.
- 3) The General Manager, (N), West Bengal Forest Development Corp. Ltd.
- 4) The Guard File
- 5) Notice Board

Divisional Manager,
Darjeeling Forest Corporation Division
West Bengal Forest Development Corp

ANNEXURE-I

Sl. No.	Work Items	Rate Quoted per Km		Rate Quoted per Day	
		Plains	Hills	Plains	Hills
1.	Hiring of Toyota Innova or Vehicle with similar specifications for package Tourism under Darjeeling Forest Corporation Division, Siliguri			Hiring charges per day: Night halt charges: Fuel Economy per litre of Fuel :	Hiring charges per day: Night halt charges: Fuel Economy per litre of Fuel :
2.	Hiring of Maruti Suzuki Ertiga /Mahindra Xylo or Vehicle with similar specifications for package Tourism under Darjeeling Forest Corporation Division, Siliguri			Hiring charges per day: Night halt charges: Fuel Economy per litre:	Hiring charges per day: Night halt charges: Fuel Economy per litre:
3.	Hiring of Maruti Suzuki Swift Dzire or Vehicle with similar specifications for package Tourism under Darjeeling Forest Corporation Division, Siliguri			Hiring charges per day: Night halt charges: Fuel Economy per litre:	Hiring charges per day: Night halt charges: Fuel Economy per litre:

Section – B
FORM-I
APPLICATION

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

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

Reference: (N.I.T No.) _____

Dear Sir / Madam,

Having examined the Statutory, Non-statutory and NIT documents; I/We hereby submit all the necessary information and relevant documents for evaluation.

The necessary evidence admissible by law in respect of authority assigned to us on behalf of the group of firms for application and for completion of the contract documents is attached herewith.

I/We are interested in bidding for the work mentioned above.

I/We understand that

- (a) Tender Inviting Authority and Accepting Authority can amend the scope and value of the contract bid under this project
- (b) Tender Inviting Authority and Accepting Authority reserve the right to reject any tender without assigning any reason.

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

Enclosure:

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

Date: _____

Authorized signatory of the firm/company: _____

Title & Capacity of the officer: _____

Name of the Firm with Seal: _____

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

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

Dear Sir/ Madam,

Ref:-

Tender Reference No.

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

Yours faithfully,

Signature.....
Designation :
Address :

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

- 1) _____.
- 2) _____.

Section – B
FORM – III
STRUCTURE AND ORGANISATION

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

A.2. Office Address:

Telephone No.:

Fax No.:

e-mail :

A.3. Name and address of Bankers:

A.4. Attach an organization chart showing the structure of the company with names of key personnel and technical staff with Bio-data

Date: _____

Authorized signatory of the Firm/Company: _____

Title & Capacity of the officer: _____

Name of the Firm with Seal: _____

Note: Application covers Proprietary Firm, Partnership, Pvt. Ltd. Company or Corporation

Section-B

AFFIDAVIT – Y

(To be furnished in Non-judicial stamp paper of appropriate value duly notarized)

- (I) I, the undersigned do certify that all the statements made in the attached documents are true and correct. In case of any information submitted, proved to be false or concealed, the application may be rejected and no objection/claim will be raised by the undersigned.
- (II) The undersigned also hereby certifies that neither our Firm/ Company _____ nor any of constituent partners had been debarred to participate in tender by State/ Central Government, State /Central Government undertaking, Statutory/ Autonomous bodies constituted under the Central/ State statute in favour of whom credentials are preferred by the undersigned towards eligibility criteria claim; during the last 5 (five) years prior to the date of publication of this N.I.T.
- (III) The undersigned would authorize and request any Bank, person, Firm, or Corporation to furnish pertinent information as deemed necessary and/or as requested by The Divisional Manager, Darjeeling Forest Corporation Division, West Bengal Forest Development Corporation Limited herein referred to as the Tender Inviting & Accepting Authority, to verify this statement.
- (IV) The undersigned understands that further qualifying information may be requested and agrees to furnish any such information at the request of the Tender Inviting & Accepting Authority.
- (V) Certified that I have applied in the tender in the capacity of individual/as partner of a firm & I have not applied severally for the same job.
- (VI) I do not have any litigation in past or present with any Govt./PSU/Semi-Govt. Organisation of State/ Central Government.
- (VII) I or any of my constituent partner shall neither have abandoned any work nor any of our contract have been rescinded during the last 5 (five) years from the date of publication of this NIT. Such abandonment or rescission will be considered as disqualification towards eligibility

Date: _____

Authorized signatory of the Firm/Company: _____

Title & Capacity of the officer: _____

Name of the Firm with Seal: _____

SPECIAL TERMS AND CONDITIONS FOR HIRING OF VEHICLES

- 1) **Specification of vehicle:**
 - a. Toyota Innova or vehicle with similar specifications.
 - b. Maruti Suzuki Ertiga / Mahindra Xylo or vehicle with similar specifications.
 - c. Maruti Suzuki Swift Dzire (Sedan) or vehicle with similar specifications.
- 2) Supply of fuel and driver for all vehicles and all sorts of repairing works shall be the responsibility of the bidder.
- 3) Rates per Day includes Vehicle Hiring Charges, Fuel Charges and Night halt charges which is to be quoted separately as per **Annexure-1**. All other charges like Toll charges, Parking charges, etc... to be included in vehicle Hiring charges.
- 4) Rate per Km includes all charges including Fuel.
- 5) The present requirement of vehicles for Packaged tourism is to be obtained as per work schedule given by the Tender Inviting Authority. However, Tender Inviting Authority may increase or decrease the number of vehicles during the period of contract on the same rates, Terms and conditions as fixed based on the rates.
- 6) The bidder shall produce all the vehicles for physical verification before authorities of Darjeeling Forest Corporation Division along with original documents of the vehicles viz- RC book, Insurance Policies (Comprehensive), Passenger Permit, Road Permit, etc for verification prior to deployment on the specified date. If the contractor fails to produce the Vehicles/documents for inspection/verification on the specified date, the work order for supply of vehicles will not be issued in his favour and EMD will be forfeited.
- 7) The contractor shall make the vehicles available for transportation of tourists on all days including Saturday, Sunday and holiday. Place, Route and timing of plying the vehicles will be provided and shall be subject to changes at the discretion of Darjeeling Forest Corporation Division management to meet with the requirement.
- 8) The vehicles should be in road worthy conditions, in all respect, for operation in accordance with Motor Vehicle Act, 1988 and rules made there under by the Govt. of West Bengal and existing laws applicable and amended from time to time. Valid documents viz- Registration Certificate, Insurance Certificate, Pollution Control Certificate, Passenger Permit, fitness Certificate etc. should be available in the vehicle with the driver during operation of the vehicle. Responsibility for any lapses in this regard shall be that of bidder.
- 9) The vehicles should be neat and clean from inside and outside, in perfect mechanical condition and the general get up of the such as body, paint, upholstery, windows, doors, panels, appearance, etc... should be good commensurate with the image of West Bengal Forest Development Corporation Limited. The vehicles will be inspected periodically for road worthiness and any defect pointed out by DFCD Authorities should be rectified immediately. In case of sudden breakdown and repairing works, the bidder should provide another vehicle in good condition as replacement during the period of repair.
- 10) The driver should be trained having valid Driving License without any adverse records and with clear antecedents. Driver shall be readily available during working hours and should be provided with mobile phone.
- 11) All cost and liabilities arising out of any accident, traffic offence or negligence in driving during transportation are solely the responsibility of the bidder.
- 12) Safety and Security of the vehicle including parking during non-transition hours shall be the responsibility of the bidder.
- 13) The bidder/contractor shall provide and maintain first Aid Box and Fire Extinguisher, one each in every vehicle as per the prescribed norms.
- 14) The Safety and Security of Passengers during transportation shall be the responsibility of the bidder.
- 15) The Successful bidder should provide the same driver and the Vehicle for the Entire Trip of the Tour Package.
- 16) The bidder shall also observe the safety and maintenance provision indicated in Motor Vehicle Act rules made there under which is in vogue.

GENERAL TERMS & CONDITIONS OF CONTRACT

1. Interpretations:

In constructing these conditions, the specifications, the schedule of quantities, tender and Agreement, the following words shall have the meaning herein assigned to them except where the subject of context otherwise requires:

- I) The term EMPLOYER/AUTHORITY shall mean The Divisional Manager, Darjeeling Forest Corporation Division, West Bengal Forest Development Corporation Limited, and include its successor and assigns or the Officers authorized to deal with any matters which those presents are concerned on its behalf.
- II) The term REPRESENTATIVE shall mean Authorized Official of The Divisional Manager, Darjeeling Forest Corporation Division, West Bengal Forest Development Corporation Limited.
- III) CONTRACTOR shall mean the firm or company or person whose tender has been accepted by the employer and includes his (their) heirs, legal representative assigns and successors.
- IV) SITE shall mean the site of the contract work including any erections thereof and any other land adjoining thereto(inclusively as aforesaid allotted by the Employer for the contractor's use).
- (V) This CONTRACT shall mean Articles of Agreement, these conditions, the schedule of quantities, the general instructions to the Contractor, the specifications, the drawings / maps and correspondences by which the contract is added, amended, valued of modified in any way by mutual consent.
- (VI) ACT OF INSOLVENCY shall mean any act of insolvency as desired by the Presidency Towns Insolvency Act or the Provincial Insolvency Act or any amending statutes.
- (VII) THE WORKS shall mean the work or works to be executed or done under this contract.
- (VIII) NOTICE IN WRITING or WRITTEN NOTICE shall mean a notice in writing typed or printed characters sent (unless delivered personally) or otherwise proved to have been received by Registered Post to the last known private or business address as registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered. If the employer feels that the contractor (who has signed the agreement) should himself come & personally meet to the employer for necessary discussion in connection with the work; he must contact personally. In case the contractor (not his authorized person) does not meet personally and intentionally avoids or do not reply the letter, the matter will fall under the breach of the contract. The work progress should be in the proportionate of the time frame set forth for the completion of the works.
- (IX) The term APPROVED, DIRECTED or SELECTED mean the approval direction or selection of the Employer and where ever the words ALLOW, INCLUDE, and PROVIDE occurs the cost of the items is as the risk of the contractor. COMPLETION shall mean that the plantation in the opinion of the Tender Inviting Authority; completed in all respect.
- (X) WORDS imputing persons include Firms and Corporation, words imputing the singular only also the plural and vice/versa where the context so requires.

2. Scope of works:

The successful bidder / service provider shall have to provide vehicles of required type to designated tourist / client for designated period of time. Requisition for vehicles will be placed on day-to-day basis by DM, DFCD in a manner that a minimum time of 48 hours is available with the service provider for arranging the required type and number of vehicles. The service provider has to ensure that the tourist /client is taken care during whole of the trip and dropped at required destination.

3. Deviations:

No deviation from the contract will on any account be allowed unless an order in writing is obtained from the Employer.

4. Protective Measures:

The service provider has to take measures for the safety of the tourist at all time during the trip.

5. Agreement:

The successful Tenderer shall have to enter into an agreement with the Employer. Stamp duty and all other costs connected with execution of such agreement shall be borne by the successful Tenderers.

6. PAYMENT:

Payments will be made on fortnightly basis.

7. Compensation for failure in placing vehicle:

If the contractor / service provider fails to place vehicle in proper condition with driver at designated place and time a sum of **Rs.15,000/-** shall be paid as penalty to the WBFDC. A show cause will be issued by DM, DFCD which has to be responded in time. In case of three such cases of failure, the SD will be forfeited and WBFDC will be at liberty to cancel the contract.

8. Escalation of Prices:

The rates quoted by the Contractor shall be firm throughout the tenure of the contract (including extension of time, if any granted) and will not be subject to any fluctuation due to increase in cost of materials, labour, sales tax, Octroi etc.

9. Damage to Persons and Property:

The Contractor shall be responsible for all injury to persons/labourers, animals or things, and for all damage to the public or private property which may arise from the operations or neglect of himself whether such injury or damage arises from carelessness, accident or any other cause whatever in any way connected with the carrying out of his contract. This clause shall be held to include, internally, any damage to persons/labourers, animals or things, and for all damage to the public or private property, whether immediately adjacent or otherwise and any damage to roads, footpaths, bridges or ways forming the subject of this contract by frost, rain, wind or other inclemency of the weather.

The contractor shall indemnify the employer and hold them harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of Government or otherwise and also in respect of any award or compensation or the Contractor shall restore and repair all damage of every sort mentioned in this clause so as to deliver up to the whole of contract works complete and perfect in every respect so as to make good or otherwise satisfy all claims for damage to the property of the third parties. The contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense arrange to effect and maintain, until the completion of the contract.

10. Termination of Contract by Employer:

If the contractor (being an individual or a firm) commit any act of insolvency or shall be adjudged as an insolvent or shall make an assignment or composition of the greater part in number or amount of his creditors or shall enter into a deed of assignment with his creditors, or (being incorporated company), shall have an order made against him or pass an affective resolution for winding up either compulsorily or subject to the supervision of the court or voluntarily, or if the official assignee of the contractor shall repudiate the contract, or if the official assignee or the liquidator in any such winding up shall be unable within 7 (Seven) days after notice to him requiring him to do so, to show to the reasonable satisfaction of the employer that he is able to carry out and fulfil the contract and if required by the employer to give security or if the contractor (whether in individual form or incorporated company) shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractor or if the contractor shall assign or sublet the contract without the consent in writing of the employer first obtained if the contractor shall change or encumber this contract or any payment due to which may become due to the contractor their under or if the employer shall certify in writing of that in his opinion the contractor :

- a) has abandoned the contract, or
- b) has failed to commence the work, or has without any lawful excuse under these conditions suspended the progress of the work for 14 days after receiving from the Employer written notice to proceed, or
- c) has failed to proceed with the work such due diligence and failed to make such due progress as would enable the work to be completed within the time agreed upon, after receiving from Employer to employ more men, or,
- d) has failed to remove materials from site or to pull down and retained work within 7 days after receiving from the Employer as written notice that the said materials or work were condemned or rejected by the Employer under those conditions, or,
- e) has neglected or failed persistently to observe and perform all or any of the acts, matter or things by this contract to be observed and performed by the Contractor for 7 days after written notice shall have been given to the contract requiring the Contractor to observe or perform the same, or
- f) has to the detriment of good workmanship or defied the Employers instruction to the contrary sub-contract any part of the contract.

Then and in any of the said causes the employer notwithstanding any previous order after giving 7 (Seven) days notice in writing to the contractors, determine the contract, but without thereby affecting the powers of the employer of the obligations and liabilities of the contractor, the whole of which shall continue to be in force as fully as if the contractor has not been so determine and as if the works subsequently executed has been executed by or on behalf of the contractor and further the employer, his agents or representative may enter upon and take possession of the works and all plants, tools, shades, machinery and other power tools, utensils and materials, lying upon the premises or the adjoining land or roads and use the same as his own property or may employ the by means of his own representative and workman in carrying on and completing the work or by employing any other contractors or other persons or person to complete the work, and the contractor shall not in any way interrupt, or do any matter or thing to prevent or hinder such other contractor or other person or persons employed for completing and finishing or using the materials and plant for the work when the works shall be completed or as soon thereafter as convenient, the employer shall give a notice in writing to the contractor to remove his surplus materials and plant and should the contractor failed to do so within a period of 14 (Fourteen) days after receipt thereof by him the employer may sell the same by public auction and shall give credit to the contractor or for the amount so realised.

The employer shall thereafter ascertain and certify in writing under his hand that (if anything) shall be due or payable to or by the employer, for the value of the said plant and materials so taken possession of by the employer and the expense or loss which the employer shall have been put to in getting the work to be so completed and amount if any owing to the contractor and the amount which shall be certified shall there upon be paid by the employer as the case may be and the certificate shall there upon be paid by the employer, as the case may be and the certificate of the employer shall be final and conclusive between the parties.

11. Settlement of Dispute, Arbitration:

Except where otherwise provided in the Contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instruction herein before mentioned and as to the quality of workmanship or materials used on the work, or as to any other question, claim, rights, matter, or things whatsoever, in any way arising out of or relating to the contract, design, drawings, specifications estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure or execute the same, whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Managing Director, WBFDC Ltd.

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