

**BID DOCUMENT**

**FOR**

**QUOTATIONS**

**Of**

**HIRING OF ONE NO. MECHANISED BOAT**

**BY**

**WEST BENGAL TOURISM**

**DEVELOPMENT CORPORATION**

**NIQ 05/WBTDC/2019-20 (OPERATIONS)**

**ISSUED BY**

**MANAGING DIRECTOR**

**WEST BENGAL**

**TOURISM**

**DEVELOPMENT**

**CORPORATION**

**LTD**

**JUNE 2019**

## **TENDER NOTICE**

**Tender No: TENDER NO. NIQ 05/WBTDCL/2019-20 OPERATIONS**

West Bengal Tourism Development Corporation Ltd intends to hire one mechanized boat on monthly hire basis having gearing arrangement with speed motor and 06 cylinders with minimum seating capacity of 35 necessary crew for providing conveyance to the guests and package tours from Sajnekhali to different parts of Sunderbans initially for a period of 03 months which may be extended for a maximum period up to 02(Two year) with mutual mutual concent of both sides.

**Applications are invited for the above work from reputed, bonafide and resourceful Fleet owners / Operators who meet the following pre-qualification criteria:-**

1. The Owner /firm must have experience and capability in supplying wooden mechanized boat having gearing arrangement with speed motor and 06 cylinders with minimum seating capacity of 35 with experienced manning. Performance certificate and work order / agreement obtained from the previous clients to be produced to establish the credibility, if any.
2. Fitness certificate for operation of the mechanized boat from competent authority.
3. Four Nos. of 6” x 4” inch photographs of both exterior and interior of motorized boat.
4. Claims for fulfilling the above criteria must be adequately supported by appropriate documents like work order, performance certificate from Clients, Master Roll.

**TENDER AUTHORITY :**

Managing Director

West Bengal Tourism Development Corporation Ltd

Udayachal Tourist Lodge ,D.G. Block, Sector-II,

Saltlake , Kolkata-700091

e-mail : [mdwbtdc@gmail.com](mailto:mdwbtdc@gmail.com)

Website: [www.wbtdcl.com](http://www.wbtdcl.com)

Sale of Bid document from	From 24.06.19
Pre -Bid meeting	At 1500 hrs. on 1.7.19 in Saltlake Office of General Manager (Operations) at DG Block, Sector-II, Saltlake,Kolkata-700091.
Last date and time of receipt of tender	on 8.7.19 Upto 1400 hrs.
Date of opening of Tender	on 9.7.19 at 12:00 Hrs
Cost of Bid document	Rs. 1000/ (Rupees One thousand only)
Earnest Money Deposit	Rupees Five thousand (Rupees Five Thousand only).
Security Deposit	Rs 50,000/- (Rupees Fifty thousand only)
Period of contract	The contract will be for a period of 03 month. Which may be increased on decision of WBTDCL.

## INSTRUCTIONS TO THE BIDDERS

Applications with supporting documents for the Tender shall be addressed to Managing Director, WBTDCL and submitted in the office Head office of West Bengal Tourism Development Corporation Ltd, DG block, Sector-II, Salt Lake, Kolkata-700091.

Application should reach within the specified date and time of submission after which no application will be accepted. WBTDCL will not be responsible in any way for postal delay.

Mere issuance of Quotation document will not mean that a particular Bidder will be automatically considered qualified and their bid will be entertained. Such qualifications will be reviewed at the time of evaluation of bids.

In case there is an unscheduled Holiday Strike on the prescribed date of pre-bid meeting or last date of submission of the tender, the next working date will be treated as the scheduled prescribed date for the same.

Quotation papers (Non-transferable) will be available from the office of Managing Director, DG Block, Sector-II , Saltlake,Kolkata-700091 on submission of Rs.1000/- (Rupees One Thousand only) in cash or Demand Draft payable to “West Bengal Tourism Development Corporation Ltd”. The tender paper may also be downloaded from WBTDCL website: [www.wbtdcl.com](http://www.wbtdcl.com) Parties downloading the tender paper from WBTDCL website should ensure submission of Original Demand Draft/Banker’s Cheque/Pay Order payable to “West Bengal Tourism Development corporation Ltd” for an amount of Rs.1000/- (Rupees One Thousand only) being the cost of Quotation document, failing which the tender will not be considered.

West Bengal Tourism development corporation Ltd reserves the right to reject all the tenders or to accept any tender in whole or in part without assigning any reason whatsoever.

Further amendments, if any, would also appear in the same website.

Bidders are advised to submit quotations based upon Technical Specification, terms and conditions, Scope of Work contained in the Bid Document and General Conditions of Contract and not to stipulate any deviation. Should it, however, become unavoidable, deviations should be suggested during pre bid meeting. WBTDCL reserves the right to accept or reject the suggested deviations. No deviation from the laid down conditions of the Bid Document is firm unless the same is notified by WBTDCL.

The information being provided in this Tender Document does not relieve the Bidders from carrying out the works to suit the specified needs. The Bidders shall inspect the site and may conduct trials at their own cost and risk and use any and every other method to ensure the adequacy of their offer.

Tenders not accompanied with EMD in Original Bank Draft/ Bankers cheque/Pay Order are liable for rejection.

The Bid Document issued to the Bidder is not transferable.

Bid Document shall remain the property of WBTDCL.

WBTDCL will not be responsible for any costs or expenses incurred by the Bidder in connection with the preparation and submission of his bid or for any other expenses incurred in connection with such bidding.

The work to be done as described in Bid-document. The Bidders who need clarifications on any specific issue shall inform the General Manager(Operations) in writing well in advance of the date of pre-bid discussion.

The Bidders shall specially undertake to keep his offer valid for acceptance upto 180 days from the date of opening of Techno-Commercial Bid (Part-I) and to abide by all the conditions laid down in the Bid Document.

If the bidders find any discrepancy or omission in the Bid document or have any doubt as to the meaning or intent of any part thereof, they shall at once inform the General Manager (Operations), WBTDCL, who may send a written explanation to the queries. No oral interpretations shall be made by any Bidder as to the meaning, if any, of the provisions of the Bid documents. Every request for an interpretation shall be in writing, addressed and forwarded to the following address:-

**Managing Director, West Bengal Tourism Development corporation Ltd, DG Block, Sector-II, Salt lake, Kolkata-700091.**

The bidders may please note that WBTDCL will not entertain any correspondence or queries on the status of the offers

received against this Bid. Bidders are also requested not to depute any of their personnel or agent to visit WBTDCL Offices for making such inquiries. Should WBTDCL find it necessary to seek any clarification, technical or otherwise, the concerned bidder will be duly contacted by WBTDCL.

Canvassing in any form by the Bidder or by any other agency acting on behalf of the Bidder after submission of the bid will disqualify the said bidder.

The General Conditions of Contract of WBTDCL shall be applicable wherever relevant. The GCC may be downloaded from WBTDCL website.

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### **INSTRUCTIONS FOR FILLING UP THE BIDS**

The bids can only be submitted in the name of the bidder in whose name the bid documents were issued by WBTDCL.

The Bid any annotations or accompanying documentation shall be in English language only and in metric system.

Bidders shall sign their proposal and all attached documents with the exact name of the firm to whom the bid document has been issued. The bid shall be duly signed and sealed by an authorized executive officer of the bidder's organization.

Bidders shall clearly indicate their legal constitution and the person signing the tender and also shall state his capacity and also the source of his ability to bind the bidder. The power of attorney or authorization or any other document constituting adequate proof of the ability of the signatory to bind the bidder, shall be annexed to the bid. WBTDCL may reject outright any bid unsupported by adequate proof of the signatory's authority.

The bid document shall be completed in all respect and shall be submitted together with requisite information and appendices. It shall be completed and free from ambiguity.

Bidders should indicate at the time of quoting against this bid their full postal and Phone /E-mail address.

Bidders shall set their quotations in firm figure and without any qualifications. Each figure stated should also be repeated in words and in the event of any discrepancy between the amounts stated in figure and words, the amounts quoted in words shall be deemed to be the correct amount.

Price Bids, containing any sort of qualifying expression will be rejected. Use of correction fluid and double writing in price bid is liable to be rejected.

Changes to terms and conditions as enumerated in the bid document will not be valid unless notified by WBTDCL in writing to the bidder.

WBTDCL reserves the right to ask any one of the bidders, who have submitted their price quotations to submit a break-up of the submitted prices with adequate justification to establish for each such component. Bidders to confirm in writing in the form of quotation that should WBTDCL deem it necessary to ask for such a break up of quoted price, they will be duty bound to do so as requested by WBTDCL, they shall be further duty bound to provide justification to the same, failing which or if their justification of prices are found unacceptable to WBTDCL, their Quotations may be cancelled by WBTDCL.

General Manager, WBTDCL or his representative may convene meeting with the bidders with prior notice which the bidders will have to attend, failing which, decisions of the General Manager, WBTDCL taken unilaterally will be final and binding on the bidders.

E-mailed/Phone offers will not be considered. Bidders shall prepare their bid themselves. Bids prepared by agents will not be given cognizance.

#### **MODE OF SUBMISSION OF BID**

Tenders to be submitted in the Kolkata office of General Manager WBTDCL,DG Block,Sector-II,Saltlake,Kolkata-700091.

The tenders are to be submitted in two parts, in duplicate i.e. Part-I & Part - II. Part -I should constitute the Technical Bid and terms and conditions of offer and Part-II should constitute only the Price Bid without any deviation and condition. Two separate covers i.e. Part-I & Part-II are to be sealed in a main cover duly superscribed. Both the covers in the main cover should also be superscribed.

**Part-I (Techno-Commercial) will contain the following documents:-**

- a) Brief particulars of the proprietor /Firm.
- b) Current Trade license/ Zilla Parisad certificate or any other applicable competent authority.

- c) Details of Similar Works previously carried out by the firm with value of each work, if any.
  - d) Performance Certificate of previous works carried out mentioning the total value of work and period of completed works.
  - e) Original Bank Draft/Bankers Cheque/Pay Order payable to “WBTDCL” of Rs. 1000/- as cost of tender document.( non-refundable).
  - f) Original Bank Draft/Bankers’ cheque/Pay order payable to “West Bengal Tourism Development Corporation Ltd” as **Earnest Money Deposit of Rs.5000/-**
  - g) The details of launch proposed to be deployed for the purpose (as per enclosed format with photograph).
  - h) One Bid document duly signed and stamped on each page.
  - i) Signed and stamped blank copy of Price format.
  - j) Letter of authority, if any.
  - k) Filled up “Form of Tender” as per enclosed proforma.
  - l) Photo copy of WBTDCL’s ‘General Conditions Contract’ duly signed and stamped on each page.
  - m) Photocopy of PAN card and details of ECS.
  - n) A separate letter addressing to General Manager ((Operations) WBTDCL, confirming that the tenderer has accepted all terms and conditions laid down in the Bid Document.
  - o) A declaration that the launch is free from all encumbrances and lien.
- **Part -II (Price Bid) shall contain only the ‘Price Bid’ as per the format without any condition or deviation.**



#### **EARNEST MONEY DEPOSIT:**

The bidders shall be required to deposit INR Rs. 5000/- as 'Earnest Money Deposit' (EMD) payable to 'West Bengal Tourism Development Corporation Ltd' by Banker's Cheque or Pay Order or Demand Draft, payable at Kolkata. Earnest Money of unsuccessful bidders will be refunded within 2 months of opening the Price bid or on finalization / acceptance of tender, whichever is earlier. If Price bid is opened before expiry of validity of Earnest Money Instrument, the same will be refunded to bidders other than the L-I bidder. EMD of L-I bidder will only be en-cashed. If Price bid cannot be opened for any reason before expiry date of Earnest Money Instrument, the bidder would be requested to extend the validity of the EMD Instrument within the validity period of the offer, failing which the EMD instrument would be encashed. Tender submitted without EMD shall not be considered.

After conclusion of Tender process, EMD of successful bidder will be returned without interest after submission of Security Deposit. However, the contractor may be allowed to convert the EMD as a part of Security Deposit. In case the successful bidder fails to accept the contract or fails to submit the Security Deposit, the EMD will be liable for forfeiture.

#### **SECURITY DEPOSIT**

Successful bidder will submit Security Deposit Rs 50000/- as per price bid of the tender, in Demand Draft as per the enclosed format at Annexure-II in favour of West Bengal tourism development corporation ltd from a National/Scheduled Indian Bank with branch at Kolkata.

After the issuance of 'Letter of Intent', Security Deposit will have to be submitted within 15 working days. Work order will be issued immediately after receipt of Security Deposit. The contractor shall commence the work within the prescribed mobilization period after issuance of 'Letter of Intent'.

## 7. DUTIES & TAXES

The rates quoted by the bidders shall be inclusive of all taxes and duties.

### PRICING OF BID

**General:** The Bid shall be quoted in and as per format of Price Bid.

**Currency of Quotations:** The bidder shall indicate the prices in Indian Rupees only. The bidder shall not quote in any other currency other than Indian Rupees.

**Validity of Price Bid:** The Part-II (Price Bid) shall be valid for acceptance for a minimum period of 180 (one hundred eighty) days from the date of opening of Part-I (Technical & Commercial aspects) of the Bid.

### Fuel and Lubricants

Fuel and Lubricants of appropriate grade for Main Engines, Gear Boxes, steering system etc. shall be collected and stored on board at regular intervals by the contractor. The replenishment shall be so arranged that it does not affect the normal operation of the vessel.

Fuel and lubricants shall be collected only from authorized dealers. WBTDCL at their discretion may send its representative to oversee/ supervise the bunkering process. All costs of fuel and lubricants are to be borne by the contractor.

The Contractor shall undertake strict measures for 'Energy Conservancy' at all times.

### Escalation/De-escalation

Escalation and de-escalation on the hourly running charge as quoted by the party will be applicable at the same percentage variation of the price of HSD as compared to the base price of HSD which is Rs 67.84 per litre as on 10.04.19 at Kolkata.

DELIVERY/ REDELIVERY of the Launch will be at Sajnekhali.

### Mobilisation Time

On placement of "Letter of Intent", the launch is to be made available at Sajnekhali and commence operation within 07 days. Delay in mobilizing the launch will attract a penalty @ 25% of the Daily Hire Rate of the launch for each day of delay. No separate mobilization or de-mobilization charges will be paid. The contractor shall include such costs, if any, in the daily hire charge quoted by him.

## 10. INFORMATION REQUIRED

A Technical description of the launch to be submitted as per the format below and to be enclosed in Part-I (Techno- Commercial Bid) of the offer. The contractor will have to submit copies of all statutory certificates including the general arrangement drawing of the offered launch.

### DETAILS OF THE LAUNCH BEING OFFERED:

Sl. No.	PARTICULARS	ITEM
1.	NAME OF THE LAUNCH	
2.	OWNER	
3.	FLAG	
4.	BUILDER	
5.	YEAR OF BUILT	
6.	OFFICIAL NO.(If any)	
7.	REGISTERING AUTHORITY	
08.	BEAM	
09.	DEPTH	
10.	DRAFT	
11.	ENDURANCE (full power)	
12.	MAIN ENGINES(No, Make, BHP each)	
13.	GENERATOR ENGINES(No, Make, BHP each)	
14.	SPEED(In Knots) (Not less than 06 Knots at 80% MCR)	
15.	FUEL CONSUMPTION / HOUR at a speed of 06 knots.	

16.	Propulsion (Type)	
17.	Crew (Including Master)	(Please give details separately & annex)

#### TERMS & CONDITIONS:

1. The Launch should not be more than 03 years old as on 10.04.19.
2. The speed of the Launch should not be less than 06 knots at 80% MCR.
3. The Launch should have proper sitting arrangements for at least 30 people. The lounge should have an attached toilet.
4. The Launch must have the capability to ply in the Sunderbans estuary or nearest coast line at Sagar Island.
5. Endurance of the launch should be at least 03 days in full operating condition.
6. The agreement shall be for initially for a period of 03 months, which may be extended for a maximum period 02 years commencing ....., with mutual consent of both the parties. Further renewal will be at the sole discretion of WBTDC. During the period of contract, the Managing Director will be free to terminate the contract if satisfactory is not rendered by the boat after giving 07 days notice.
7. WBTDC reserves full control and domain over the boats for the entire period of contract and the Boat owners cannot use/take back the boat for any purpose except with prior approval of WBTDC.
8. The Managing Director of WBTDC shall have full authority to terminate the agreement by giving 07 days notice and for that no compensation on such termination shall be claimed/payable by the other part and even claimed the same shall not be entertained by WBTDC.
9. No compensation shall be payable by the Government for wear and tear and loss of the boat or engine or any parts or accessories for the boat during the hire period. Maintenance and upkeeping of the boat shall be the responsibility of the Contractor.

10. No payment would be made for those days on which the boat will not ply due to technical defects or due to absence of any crew working on the boat to ply the boat or due to any fault of the boat.
11. Payment of hiring charges would be made on monthly basis at the work sheet/log book duly verified and certified by the Managers, Sajnekhali Tourist lodge. Payment of hiring charges shall be made maximum within next 15 days of the subsequent month.
12. If the boat is to be released for repairs substitute boat is to be replaced with approval of WBTDCL.
13. If the boat owner wants to use the boat during the contract period they will have to pay requisite charges as per the chartering rate stipulated by WBTDCL.
14. The boat owners will have the option not to renew the agreement after the expiry of the contract period.
15. The Manager Sajnekhali Tourist lodge reserves the right to place the boat under the control of his staff and to ply in areas of Sunderbans ,in case of emergency or in the event of any unforeseen event.
16. The boat should be properly painted and should be kept in excellent service condition by the operator.
17. A crew consisting of 01(One) driver,) 01 (One) Master and (01) one staff should be provided by the boat owner's cost.
18. Fuel and lubricants is to be provided the boat owner.
19. The mechanized boat should be provided with the following articles of best quality as per satisfaction of the Manager, Sajnekhali Tourist lodge.
20. WBTDCL would ensure minimum commitment of daily hire charges for payment of 270 days per year or 20 days a month whichever is less.
  - a. Radio with battery for weather report:-1.
  - b. Folding easy chair: 40 Nos.
  - c. Dining table: 05 Nos.
  - d. Cooking Utensils.
  - e. Storage water for wash room.
  - f. Arrangements for making tea and coffee.
  - g. Adequate numbers life saving equipments /life jackets.
  - h. Ring boya- atleast 06 Nos.
  - i. Proper cleanliness of boat including toilets.
  - j. Fire extinguisher -04
  - k. Mini generator- for lights and fan
21. Breach of any terms and conditions of this agreement by the boat owners

would make this agreement liable to be terminated by WBTDCL.

22. In case of any loss or damage, whether direct or indirect is caused to WBTDCL due to any act/conduct of the Boat owner, the Boat owner shall be solely responsible for the same and indemnify the WBTDCL for such loss or damages, or damages arising out of any at or conduct of its crews.
23. Except where otherwise provided in the contract, in case any dispute and difference between the parties during the contractual period and thereafter, the same dispute and differences shall be decided by the Sole Arbitrator to be appointed by the Managing Director, WBTDCL in accordance with law and no civil court shall have jurisdiction over it save and except referring the matter to arbitration as per provisions of Arbitration & Conciliation Act 1996. Arbitration shall be held at Kolkata.
24. WBTDCL shall not be liable for the Boat operator in any manner whatsoever. Obligation, if any, would be discharged by WBTDCL to the tourist only upon receipt of entire money on the basis of the existing rules and regulations of WBTDCL.

**NB: WBTDCL shall reserve the right to inspect the launches offered by technically qualified bidders before opening of their price bids.**

WBTDCL, depending upon the requirement, may deploy the launch anywhere within its jurisdictions and the vessels should undertake any work that she is designed to and capable of.

The successful bidder has to man, maintain and operate the launch as per directives of the General Manager (Operations) of the Contract or his authorised representative. The officers/crews employed by the contractor must be conversant with WBTDCL's operational requirement as well as rules and regulations of statutory authority.

The Launch shall be required to be manned, maintained and made available for operation from sunrise to sunset (on exigency beyond that) and shall be required to report for operation at ½ (half) hour's notice.

All transportation costs towards men and all materials including fuel, lubricants, stores etc. will be the responsibility of the contractor.

The contractor at their cost will print sufficient number of log book and log abstract as per WBTDCL approved format and these are to be kept on board.

***Responsibility of operating the launch including manning, supply of fuel and lubricants, provisions and stores and all other supplies and services required to perform the designated duties wholly rests on the contractor and the costs of the same shall have to be taken into account while quoting the rates.***

**Log Book** The contractor has to maintain a daily log book for the vessel. All particulars of the vessel including movement of the vessel, engine's important

parameters, daily running hours, fuel oil consumed / bunkered etc. to be logged daily and to be signed by the In-Charge / Master of the vessel and the same will be checked and countersigned by WBTDCCL representative. A monthly log abstract is to be prepared mentioning all the above stated important parameters, duly signed by

the In-Charge / Master, and same is to be submitted with the monthly bill without which no payment will be released.. The daily log book is to be retained on board / office and same is to be produced on demand.

**25. GUARANTEED AVAILABILITY :** The Contractor will have to stand guarantee for the vessel's availability for at least WBTDCCL would ensure minimum commitment of daily hire charges for payment of 270 days per year or 20 days a month whichever is less in fully operational condition..

In case the offered launch is not available for operation, then a substitute launch with similar/better specification (including age of the launch) shall be provided as a replacement by the Contractor at no extra charge within 03 days from the time and date the offered Launch is inoperative / broken down, failing which penalty as per Clause shall apply.

**Operation Mode & Charges:**

The vessel shall be ready for operation for 24 hours.

**On Standby Mode**

The vessel shall be deemed to be on standby if the vessel is made available to the authorized officer fully ready and fit for operation with sufficient crew, fuel and stores on board whereby the officer can order the master to commence operation at half an hour's notice.

**Rate.**

The contractual rate should be inclusive of all the expenses connected to the operation of the Launch including supply of manning, stores, fuel and lubricants and all other materials required for maintenance, running and operation of the Vessel shall be the liability of the contractor. The charges shall accrue to the contractor at the rates quoted by him and accepted by WBTDCCL. **The rate should be inclusive of all Taxes and Duties except Service Tax, prevailing on 01.04.19. Break-up of all Taxes and Duties included in the rate should be indicated separately both amount-wise as well as percentage-wise, of that future changes can be adjusted.**

a) **Daily hire charge:**

These charges shall be paid for every day the launch is on standby mode but in ready to operate condition described in clause above. WBTDCCL would ensure minimum commitment of daily hire charges for payment of 270 days per year or 20 days a month whichever is less.

**b) Hourly Running charges**

This charge shall be payable only for the period the launch is actually in operation for port's requirement at the directive of the General Manager (Operations) of the contract. The contractor will not claim this charge for trial of machineries. WBTDCL would ensure minimum commitment of 05 hours on the days the vessel is utilized.

**15.0 Deduction and Penalties:**

WBTDCL will not pay the Daily Hire Charge for the days the operation of the launch is not utilized or suspended for the reasons attributed to the contractor. Further, a sum equivalent to the "Daily Hire Charge" under the price bid will be imposed as penalty for each day (24 hours) or pro-rata during the "DEFICIT PERIOD". However, General Manager (Operations) of the contract may waive the penalty if he is satisfied that the reasons of the default were beyond the control of the contractor. Proportionate deductions will also be made from the contractor's monthly bill in the event of non-availability / absence of launch crew and or other concerned personnel.

**16.0 Duration of the contract.**

This contract will be initially for 03 months which may be extended for a maximum period of Two years with mutual consent of both the parties as per the agreement. The contract will come into force from the date of commencement of operation of the Launch in Sajnekhali

**Evaluation and comparison of bids.**

WBTDCL reserves the right to accept price part of the offer) of only such bidders whose technical and commercial aspects of the proposals (technical bid) are acceptable and complete. WBTDCL's decision in this regard shall be final and binding on the bidder. WBTDCL may not open the price part of the offer (Part-II) of the bidders whose technical and commercial aspect of the proposal is not acceptable or incomplete.

The Bids received and accepted will be evaluated by method indicated in the Price Bid.

WBTDCL reserves the right to refuse the Launch on her arrival at Sajnekhali if the same is found to be not fulfilling the requirement as laid down in the tender, or is incapable of carrying out its designated duties.

**Bid Opening**

**Part-I: Techno- Commercial Bid**

One representative of each bidder will be allowed to be present during the opening of the bid provided such representative possesses a written authorization from the bidder.

**Part-II : Price Bid .**



Price Bid of only those Bidders, whose Technical and commercial proposals are complete and acceptable, shall be opened on the scheduled date or a suitable date to be intimated later.

#### **19.0 Signing of the Contract.**

The successful bidder will have to make arrangements for signing a formal agreement with WBTDCL on a non-judicial Stamp paper of Rs. 50/- as per enclosed format within the shortest period after placement of work order.

**Insurance:** The vessel must have valid Insurance from any reputed Indian Insurance company for the following manner:-

i) The hull, machinery and 3<sup>rd</sup> party liability.

ii) Total loss of the vessel.

iii) Total coverage for wreck removal in case the launch is wrecked.

All persons deployed by the contractor on board the launch shall be insured by the contractor at his cost and documentary evidence should be provided before commencement of work. WBTDCL shall not be responsible in any manner for any accident to the personnel engaged by the Contractor during the operation of the tug or otherwise.

#### **21.0 LAUNCH'S ENCUMBRANCES ON CONTRACTOR**

The contractor shall submit an undertaking that the launch is free from all encumbrances and lien.

#### **22.0 Payment:**

The contractor will be paid on monthly basis. The contractor has to submit the bill/invoice for a month within 15th day of the next month along with certified log

book extracts, duly certified by the authorised officer together with the original supporting documents duly signed with stamp by Master of vessel along with original bills from the authorized oil supplier /dealer with the monthly bills. WBTDCL will endeavor to pay the contractor within 15 days from the date of submission of authentic and correct bill.

Should WBTDCL request the successful bidder to raise bill in a break-up form, the successful bidder would be duty bound to do so.

After receiving Work Order from WBTDCL, the successful bidder must submit their Bank Account No. with E.C.S. facilities within 15 days from the date of issuance of Work Order to facilitate payment to the contractor by WBTDCL through bank.

### **23.0 Termination of Contract.**

WBTDCL, at its sole discretion may terminate the contract after serving 07 days notice if the performance of the launch is not found satisfactory. The decision of WBTDCL about the performance of the Launch will be final.

### **24.0 FORCE MAJEURE**

In the event of either party being rendered unable to perform any obligation under the contract, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure events last. The cost and loss sustained by either party shall be borne by respective parties. The term 'force majeure' employed herein shall mean act of God, war (declared or not), riots, civil commotion, fire, accident, sabotage, natural calamities, plague, quarantine, import or export embargoes, restraints imposed by government or change in govt. policies subsequent to hire or any happening affecting the performance by either party it's obligations under this charter which the party cannot reasonably prevent or control against.

25.0 The contractor should comply with contract labour (Regulation and Abolition) Act 1970, including compliance of Employees State Insurance Act (if applicable), Workmen Compensation, Minimum Wages Act 1948 and Employees (contractor being the employer) Insurance and any other Laws in force as on date.

### **27.0 POLICE VERIFICATION CERTIFICATE**

The successful contractor must submit local police verification certificates for those persons who will be deployed on board the vessel for carrying out the duties.

### **28.0 FORMAT OF PRICE BID**

#### **28.1. DAILY HIRE CHARGES FOR THE LAUNCH:**

Rs..... (A)

: Hourly running charge for the LAUNCH = Rs..... PER HOUR= {B}

[Hourly running charge shall include only the cost of fuel+ lubricant for running the machineries based on the rate of HSD at Sonakhali.

: Assumed running hours per day : 05 HOURS

TOTAL EVALUATED PRICE FOR 03 MONTHS =

Rs. [(90 X A) + ( 90 X 05 X B)]= Rs.....

(Rupees .....only )

**List of enclosed formats**

1. Form of Tender
- 2.Format of Agreement
3. Performance Bond/Bank Guarantee/Security Deposit
4. Integrity Pact

**FORM OF TENDER**

To

The General Manager (Operations),  
West Bengal Tourism Development  
Corporation Ltd,  
Dear Sir,

We,

M/s.....having  
read and fully understood the specification conditions of tender and general  
conditions of contract hereby tender to supply 1 no. Wooden bodied Launch having  
speed not less 06 Knots to WBTDCL in accordance with and as set forth in Notice  
Inviting Tender, General Conditions of Contract etc

The quotations have been submitted in Cover-I and Cover-II as stipulated in  
your Tender Notice. We also confirm that no condition has been stipulated in the  
price bid in cover-II.

We hereby agree that the said specification, conditions of tender and General  
Conditions of Contract together with the acceptance thereof in writing, shall  
constitute the contract.

We have enclosed herewith Original Demand Draft/Pay Order/Bankers  
Cheque No.....dt.....of..... Bank of Rs.....(Rupees.....  
.....) as Earnest Money Deposit.

We also agree to abide by this tender for a period of 180 days from the  
opening of Techno-Commercial Part (Part-I) and in default of our so doing, the  
Earnest Money deposited by us shall be liable to forfeiture at the option of the  
competent authority.

Should WBTDCL ask for a break up of our price, we shall submit the same  
forthwith with adequate justification to establish its veracity, failing which WBTDCL  
may cancel our tender and forfeit the Earnest Money deposited by us.

We agree that you are not bound to accept the lowest or any tender you may  
receive and that you reserve the right to accept any offer either as a whole or in  
parts and that you are not bound to give any reasons for their decision.

Yours faithfully,

Dated.....

Signature.....

Full Address.....

(Seal)

Note: All blank spaces to be filled in by the Bidder and be submitted along with tender.

**Annexure-II**

**FORMAT OF AGREEMENT**  
( on Rs. 50/- STAMP PAPER)

**AGREEMENT FOR HIRING OF ONE LAUNCH**

This Agreement made on the .....day of .....2019 between the West Bengal Tourism Development Corporation Ltd, a Government of West Bengal undertaking having its head office at DG Block, Sector-II, Kolkata-700091 hereinafter called “WBTDCL” (which expression shall, unless excluded by or repugnant to the context, be deemed to include their successors in office) of the one part and M/S..... having its registered office at..... hereinafter called the “contractor” (which expression shall unless excluded by or repugnant to the context be deemed to include its assigns or successors in office) on the other part.

WHEREAS the WBTDCL are desirous of hiring one Wooden bodied launch including the work specified in the Bid document should be carried out by the above vessel in satisfactory manner and have accepted a tender by the contractor for the said work NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of the agreement, viz:-
  - i) The Tender /offer and the acceptance of the tender/offer including terms and conditions finalized and accepted by both parties prior to opening of price Bid submitted by the contractor.

ii) The WBTDC General Conditions of Contract, unless superseded by document identified in 2(i) above.

iii) The Price Bid as submitted by the contractor and as accepted by the WBTDC.

iv) The work order.....dated.....

v) All correspondences and minutes of the meeting by which item 2(i) to 2(iv) is added, amended, varied or modified in any way by mutual consent.

3. In consideration of the payments to be made by the WBTDCL to the contractor as hereinafter mentioned, the contractor hereby covenant with the WBTDCL to execute the work of supplying one wooden bodied launch with experienced crew as per conditions & scope of work identified in documents noted in para-2 above and to the order of the Trustees for a period of two years in conformity in all respects with the provisions of the contract.

4. WBTDCL hereby covenants to pay the contractor in consideration of the satisfactory execution of the contract as per contract price schedule at the times and in the manner prescribed in the contract.

In witness whereof the parties have caused their respective Common Seals to be hereunto affixed the day and year first above written.

The common seal of the WBTDCL

**General Manager (Operations)**

for the WBTDCL was hereunto affixed in

the presence of

Authorised

Signatory of the Contractor.

The Common Seal of the contractor

**Witness**

1.....

2.....

Annexure-A

On Non-judicial Stamp Paper of at least Rs.50/-

BEFORE THE 1<sup>st</sup> CLASS JUDICIAL MAGISTRATE

AFFIDAVIT

I, ----- son of -----  
---- about ----- years, by faith ----- by occupation -----  
----- residing at ----- do hereby solemnly  
affirm and declare as follows:

1. That I am a proprietor / partner of ----- having office at -----  
-----and carrying on business on the said name and style. (In case the  
above Deponent is an enlisted Contractor at Kolkata Port Trust, the same should be  
mentioned in the affidavit).
2. THAT my aforesaid Firm is exempted from E.S.I. Act and the said Firm has no Valid  
E.S.I. Registration.
3. THAT the present affidavit is to be filed before the WBDCL as per the Clause  
No..... of the Tender  
No.....issued by the WBDCL in respect  
of the work (the work is to be mentioned).

THAT the statements made above are all true to the best of my knowledge and belief

DEPONENT

Identified by me.

1.



Annexure-B

On Non-Judicial Stamp Paper of at least Rupees Fifty

INDEMNITY BOND

BY THIS BOND I, Shri / Smt -----son of Shri / Smt. -----  
residing at -----by occupation ----- the Partner/Proprietor/Director  
-----having ----- office ----- at  
-----, am a tenderer under  
General Manager, WBTDC.

2. WHEREAS, the said WBTDC had asked the every tenderer, who is not covered under E.S.I. Act or exempted to furnish an Indemnity Bond in West Bengal tourism Development corporation Ltd against all damages and accidents to the Labourer / Tenderer / Contractor.

3. NOW THIS BOND OF INDEMNITY WITNESSETH THAT the Tenderer / Contractor named herein above shall indemnify the WBTDC against all damages and accidents occurring to the Labourers of the Tenderer / Contractor as demanded by the Kolkata Port Trust and which shall be legal and/or claimed by the Kolkata Port Trust during the execution of the work stated in the NIT No..... of  
.....  
...

4. AND the Contractor hereunder agrees to indemnify and at all times keep indemnified the WBTDC and its administrator and representative and also all such possible claim or demand for damages and accidents.

IN WITNESS WHEREOF I, -----the Partner / Proprietor / Director --  
-----hereto set and seal this the ..... day of  
..... in the year -----at -----

Sureties: Signature of the Indemnifier

1. Name:

Address:

2. Name:

Address:

ANNEXURE- C

On the Rs.10/- (Rupees Ten) Non Judicial Stamp Paper

BEFORE THE 1<sup>st</sup> CLASS JUDICIAL MAGISTRATE AT \_\_\_\_\_

AFFIDAVIT

I \_\_\_\_\_ son of \_\_\_\_\_

Aged about \_\_\_\_\_ years, by faith \_\_\_\_\_ by  
Occupation \_\_\_\_\_  
\_\_\_\_\_ ,

Do hereby solemnly affirm and declare as flows:

1. That I am the proprietor / Partner / Director \_\_\_\_\_ Having office at \_\_\_\_\_ and carrying on business on the same name and style.
2. THAT my aforesaid Firm is exempted from Provident Fund Act and the said Firm has no valid Provident Fund Registration.
3. THAT the present affidavit is to be filed before the WBTDC as per the clause No. \_\_\_\_\_ of the Tender vide NIT No. \_\_\_\_\_ issued by the WBTDC in respect of the work (the work is to be mentioned).

THAT the statements made above are all true to the best of my knowledge and belief.

Deponent

Identified by \_\_\_\_\_

