

WEST BENGAL TOURISM DEVELOPMENT CORPORATION LIMITED
(A Govt. of West Bengal Undertaking)
DG Block, Sector- II, Salt Lake City, Kolkata-700091
Phone: 033 2358 5189; Fax: 033 2359 8292
Website: www.wbtdcl.com

Memo No: 1026 / WBTDCL / Computer No: 457642

Date: 29-11-2021

e-NIQ No: 23/WBTDCL OF 2021-22 (Technical)

E-Expression of Interest

Expression of Interest cum financial bid is hereby invited from qualified and reputed consultants only for undertaking Consultancy services for Techno-Economic Feasibility Study and preparation of DPR for development of Tourist Ropeway in EPC Mode in **West Bengal** for the most viable of the four proposed alignments as under:

- 1- Ajodhya Hills in Purulia District
- 2- Mukutmanipur in Bankura District.
- 3- Gajaldoba in Jalpaiguri District.
- 4- Mirik in Darjeeling District

Terms and references are available on E-Tender link of website of West Bengal Tourism Development Corporation Limited www.wbtdcl.com and <https://wbtdcl.gov.in> from 29.11.2021 to 13.12.2021 and Date of opening of pre-qualification part through E-Tender procurement solution is 15.12.2021. Interested bidders are requested to visit the site regularly and update themselves with regard to any change or additional information related to the tender. The earnest money of Rs.10,000/- is required in the shape of demand draft in favour of M.D., WBTDCL. The price bid of eligible bidders shall be downloaded through e-tender procurement system after filling their details on the e-tender portal <https://wbtdcl.gov.in>. The price bid opening date/time shall be displayed on above websites. In case of holiday/holidays the e-tender will be opened on next working day. Managing Director, WBTDCL reserves the right to reject any or all the offers without assigning any reason. Any other enquiry can be made to Executive Engineer in this regard through email in ropeway.wbtdcl@gmail.com.

Sd/-
Executive Engineer
WBTDCL

WEST BENGAL TOURISM DEVELOPMENT
CORPORATION LIMITED

Name of Work: - Consultancy services for Techno–Economic Feasibility Study and preparation of DPR for development of a Tourist Ropeway in EPC Mode in West Bengal.

E-Bid Form

of

e-NIQ No: 23 /WBTDCL OF 2021-22 (Technical)

Date: - 29-11-2021

1. Earnest Money Rs. 10,000/-
2. Completion Time- 06 weeks

Sd/-
Executive Engineer
WBTDCL

1. **RESPONSIBILITIES OF THE CONSULTANT**

The Consultant would be responsible for undertaking all activities, surveying, studies, modelling, planning and designing etc. to implement the project, on the best feasible terms to the Authority (WBTDC), including, but not limited to the following: -

- (a) The Consultant shall prepare the Project Report, prepared after undertaking feasibility studies including costing to assess technical, financial & economic viability.
- (b) The feasibility study, *inter alia*, shall include necessary surveys/studies, preliminary design, conceptual drawings, preliminary cost estimates, preliminary economic and financial viability analysis.

(c) **Detail Scope of work:**

Sr. No.	Scope of Work	Deliverable Time	for consultant to submit the deliverable
Phase I			
1	<p>The inception report/conceptual plan shall have to be prepared and submitted by the Selected Consultant. This should be prepared keeping in view the latest technology/innovations in the passenger Ropeway systems and concept must be technically and financially viable to meet the needs of providing safe, reliable, efficient solution. The concept should also keep in view the tourism potential of the system to make it sustainable and create the unique ride experience to the passengers with positive ecological and architectural footprint. The Detailed scope of work, objectives, specifications and terms & conditions to carry out feasibility study he also enclosed.</p> <p>The indicative alignment options of the proposed ropeways are as under and to select the most suitable option: -</p> <ol style="list-style-type: none"> i) Ajodhya hills in Purulia District ii) Mukutmanipur in Bankura District iii) Gajaldoba in Jalpaiguri District iv) Mirik in Darjeeling District <p><u>Technical and Financial Feasibility</u></p> <p>The report must include: ·</p> <ol style="list-style-type: none"> i. Field reconnaissance survey for the possible 	Complete Technical and Economic Feasibility Report	02 weeks from Award of the Contract

	<p>location and alternative alignments to connect the proposed points</p> <p>ii. Selection of the possible optimum route, out of the suggested alternative alignments keeping in view the feasibility with regard to construction, operation and maintenance of the proposed ropeway system, suitability etc</p> <p>iii. Fixing locations of different terminal stations and assessment of available area/options</p> <p>iv. Consideration of any geological, traffic and other survey data relevant to the development of concept of passenger ropeway system.</p> <p>v. Broad assessment of traffic based on the information collected from concerned agency/survey and deriving system capacity and Selection of appropriate passenger ropeway Technology/ System, Power requirements, safety, electrical and telecommunication requirements for the system</p> <p>vi. Indication of staffing requirements for operation and maintenance of smooth and efficient functioning</p> <p>vii. Assessment of the abstract cost of Total capital investment required for Ropeway System</p> <p>viii. Assessment of abstract cost of operation and maintenance</p> <p>ix. Based on the investments for the most appropriate and suitable system, financial appraisal of the project including periodic expenditure and estimated pricing of the passenger's tickets will be made (financial model for 30 years will be made).</p> <p>x. Structuring of Project under various options</p> <p>The above are not exhaustive but indicatives only. Further work on this assignment shall depend upon the outcome and recommendation in the TEFR.</p>		
Phase II			
1.	<p>Preparation of DPR based on Total Station Survey (TSS), Geo-Tech analysis at relevant points, detailed Traffic Study and analysis to determine ridership, Utility marking, demarcation of land, Ropeway Alignment drawings with technical data.</p> <p>Determining detailed project cost, detailed Financial Model showing the IRR and ROI</p>	Detailed Project Report	04 weeks from Award of the Contract
Phase III			
1.	Preparation of RFP/ Concession Agreement (CA) on EPC mode with structuring options	RFP / CA	06 weeks from Award of the Contract

2.

Topographic, alignment and land use survey

The activities and deliverable forming part of the topographic, alignment and land use survey are described below:

a) Divide the proposed Project into various stretches as per terrain classification.

- b) Identify sections of Project where raising may be required.
- c) Identify and detail geometric design of stretches where extra plans of width of carriageway at curves is required.
- d) Prepare plans, L-Sections and cross-sections of the entire stretch of Project. Proposed improvements shall be marked on the plans. Location of median, provision of Towers with detailed locations, safety devices, relocation of utilities, removal of tree, including marking the same at site for their easy identification.
- e) Also prepare a Land Plan of the Project showing the proposed ROW (along with all the existing assets within the ROW e.g. structures, drains, services roads, trees, utilities and safety devices) and proposed additional land required in various stretches for improvement of geometrics, provision of intersections, interchanges, project facilities, etc. The Land Plan should also show encroachments, if any. A list of such encroachments along with their brief description shall also be prepared and included in the Feasibility Report. The details of required additional land should be in a format that enables the Authority to initiate land acquisition proceedings.
- f) The land proposed to be acquired as per final alignment of the Project, the land plans shall be marked on village / zonal maps showing khasra numbers and shall be furnished along with a report which will include detailed schedules in respect of the proposed acquisition of land, holdings as per revenue records in a format that would enable the authority to initiate land acquisition proceedings.
- g) A set of cross-sections of the proposed project at one km intervals and at closer intervals or junctions if required, shall be provided by the Consultant.

2.1 **Deliverables & Time Frame:**

The Consultant shall deliver the following during the course of this Consultancy.

Five hard copies and two soft copies in Hard disk of all the final reports, drawing, etc. shall be submitted to the Authority. For draft reports only Two hard copies and one soft copy (in Pen drive) shall be submitted to the authority. The size of drawing shall be A3/A0. The Deliverables & Time Frame is as per mentioned above in **scope of work 1 (c)**.

Note:

- (a) *The Consultant may be asked for Any other activity not specifically mentioned but may be required for the project development.*
- (b) *The consultant SHALL NOT have any conflict of interest, directly or indirectly, with any of the prospective bidders, its subsidiary or any of the consortium members.*

3. CONDITIONS OF BID FOR CONSULTANCY SERVICES

3.1 BIDDER:

Bids are invited from the reputed consultants and Bid eligibility of the Bidder shall be as per para- (3.8).

3.2 BIDDING PARAMETER:

The Bidding Parameter shall be Lump-Sum fee inclusive of all the taxes, levies and other expenses but excluding GST. GST will be paid extra as per provision.

3.3 FINANCIAL QUOTE:

The bidder must submit financial quote on the prescribed format.

3.4 RIGHT TO NEGOTIATE:

West Bengal Tourism Development Corporation Limited reserves the right to negotiate with the BEST BID i.e. the Lowest Financial Quote.

3.5 COST OF BIDDING:

The Bidder shall bear all costs associated with the preparation and submission of its Proposal. West Bengal Tourism Development Corporation Limited shall not be responsible or liable for any such costs.

3.6 EARNEST MONEY:

The bidders are required to deposit Earnest Money Deposit of Rs.10,000.00 (Rs. Ten thousand only) in shape of Demand Draft in favor of “**MD WBTDCL**” payable at Kolkata. Scanned copy of receipt of Security / EMD with transaction Id certified by the same bank must be enclosed along with the E-Bid.

3.7 PERFORMANCE SECURITY:

The successful bidder shall have to submit a performance security equivalent to 10% of the total consultancy fee in shape of bank guarantee.

MINIMUM ELIGIBILITY CRITERIA:

3.8

Criteria	Requirement
Technical	<ul style="list-style-type: none">• Consortium /Individual Bidder (must be a Chartered Engineer)• Consortium /Bidder should submit Copy of Registration of firm /Certificate of Incorporation registration as a proof of being registered in India.• Consortium /Bidder should have undertaken Feasibility Study / DPR / Transaction Advisory Services for-<ul style="list-style-type: none">a) At least 1 Infrastructure Project of Ropeways not less than INR 20 Cr.orb) Two Infrastructure Projects of Ropeways not less than INR 10 Cr each.

COMMERCIAL TERMS AND CONDITIONS:

- 3.9** The consultancy fee shall be quoted on lump-sum basis for conducting various studies and preparation of Reports.
- 3.9.1 The applicant can be an individual, company or consortium members, wherein Lead member should be clearly identified by all the partners and the decision of lead partner shall be binding on other partners of consortium.
- 3.9.2 Selected firm cannot outsource the job in any form to any other party. The job will be completed by the firm with its own manpower.
- 3.9.3 There must be mention of **minimum** number of technically qualified person in the team. The consultancy firm should have Civil, Mechanical, Electrical and Instrumentation Engineer and minimum qualification of Engineers should be graduate in their respective stream with expert Surveyors. Selected firm will hand over details of its person engaged with their qualification to WBTDCL.

BID VARIABLE:

- 3.10** The Lump Sum Financial Quote given by the bidder.
- 3.10.1 The WBTDCL reserves the right to negotiate with the BEST Bid (the lowest quote) as per Govt. of W.B. Guidelines.
- 3.11 CORE TEAM & LOCAL OFFICE**
- 3.11.1 The qualification & experience of 'Core Team' to be deployed by Consultant will require to be approved by The Authority (WBTDCL).
- 3.11.2 Consultant shall have to inform their nearby office contact details with senior officer details to WBTDCL.

3.12 PENALTY FOR DELAY:

- 3.12.1 If progress of the assignment is not as per the agreed milestones, the consultant shall be liable to pay 10% of the quoted fee as penalty up to one week beyond the period fixed and in the case of delay of two weeks or more beyond the period fixed the penalty will be 20% of the quoted fee. In case of dispute, the matter will be referred to Tender committee, whose decision will be final and binding. WBTDCL have right to forfeit the performance security in case of any dispute regarding penalty.

3.13 EVALUATION CRITERIA:

- 3.13.1 Bids without cost of document shall be disqualified.

- 3.13.2 Bids without earnest money will be disqualified.
- 3.13.3 The bids shall be scrutinized by a Tender Committee constituted at WBTDCL, as per above 3.8 (evaluation criteria) consisting of Executive Engineer, General Manager (Finance & Accounts), General Manager I, General Manager II, General Manager (North) and Chief Accounts Officer, WBTDCL. The Tender Committee will be chaired by the Managing Director, WBTDCL.

3.14 SELECTION METHODOLOGY:

- 3.14.1 The offers may be submitted in individual capacity or consortium firms.
- 3.14.2 In case of Consortium, the proposal shall be accompanied by a certified copy of legally binding MoU/Agreement signed by all firms/partners to the Consortium confirming the following therein:
- i. Date and place of signing;
 - ii. Purpose of Consortium (must include the details of services for which the Consortium has been invited to bid).
 - iii. A clear and definite description of the proposed administrative arrangements for the management and execution of the assignment.
 - iv. The authorized representative of the Consortium;
- 3.14.3 The duties, responsibilities and powers of the Lead Partner shall be specifically included in the MoU/Agreement. It is expected that the lead partner would be authorized to meet liabilities and to receive instructions and payments for and on behalf of the Consortium.
- 3.14.4 The Consortium will be required to submit its MoU/Agreement along with their bids, however if WBTDCL seeks any modification in the MoU/Agreement, the Consortium shall incorporate the same accordingly.
- 3.14.5 The offers received from the applicants would be short-listed on the minimum eligibility criteria indicated in para-3.8 above.
- 3.14.6 Applications from Applicants who do not accept the commercial terms as indicated in para-3.9 or do not submit information in prescribed formats are liable to be rejected.
- 3.14.7 Opening of financial bids shall be undertaken only for such applicants who meet the minimum eligibility criteria of para-3.8 above and are short listed.
- 3.14.8 The bidder submitting the lowest financial bid would be recommended for selection, however WBTDCL would have the right to negotiate with the BEST bidder as per the guidelines of Govt. of W.B.

4. SUBMISSION OF BIDS AND OTHER PROCEDURE:

- 4.1 The interested bidders may submit their proposal in on the prescribed format.
- 4.2 Bidders are required to deposit the processing fee and earnest money deposit, as referred in para-3.5 & para-3.6 along with their proposal. The earnest money of unsuccessful bidders will be refunded after finalization of proposals. The earnest money deposit of the successful bidder shall be refunded after submission of performance security/Guarantee in shape of Bank Guarantee.
- 4.3 The successful bidder shall have to deposit performance security/guarantee in the shape of Bank Guarantee, which shall be 10% of the consultancy fee or equivalent to earnest money deposit, whichever is higher. However, the Bank Guarantee shall initially be for a period equal to 6 months.

- 4.4 The technical pre-qualification bid should contain the followings:
- 4.4.1 Documents duly filled up and signed by bidder;
- 4.4.2 Technical bid containing: -
- (a) **Application letter (Annexure-I, IA),**
 - (b) **Power of Attorney (Annexure-III),**
 - (c) **Demand Draft Receipt towards Earnest Money (refer para-3.6),**
 - (d) **Technical Experience (Format- A & B of Annexure-II)**
 - (e) **Undertaking (refer para-5);**
 - (f) **MoU of Consortium (if Applicable)**

4.4.3 **Financial Bid should be submitted in** prescribed format.

5. UNDERTAKING BY CONSULTANT:

The Consultant shall furnish the **Undertaking** as under as a part of the proposal, on its official letter head duly signed with proper seal. It is to be attached with technical bid as followed.

‘UNDERTAKING’

“We certify that there has been no conviction by a Court of Law or indictment/adverse order by a regulatory authority for a grave offence against us or any of our sister concern. It is further certified that there is no investigation pending against us or our sister concern or the CEO, Directors / Managers / Employees of our concern or of our sister concern. It is certified that no conflict of interest exists as on date and in future if such a conflict of interest arises we will intimate The Authority of the same”.

Date:

Place:

Signature & Seal of Consultant

6. PAYMENT SCHEDULE:

Sl. No.	STAGE	PAYMENT
1	Submission of Inception Report etc. as mentioned phase-I	10% of Consultancy Fee
2	Submission of Draft Report, feasibility report & other as mentioned phase-I	20% of Consultancy Fee
3	Approval of phase-I reports	10% of Consultancy Fee
4	Submission of Final Detailed Project Report as mentioned Phase II	15% of Consultancy Fee
5	Approval of Final Detailed Project Report as Mentioned Phase II	10% of Consultancy Fee
6	All clearances and NOC and approval of RFP/CA as mentioned phase-III	20% of Consultancy Fee
7	Starting of the work in all respect with a rider that no further requirement of revision of estimated cost of the project based on any revised drawing	15% of Consultancy Fee
TOTAL		100%

7. OTHER TERMS AND CONDITIONS:

- 7.1 Overwriting shall be avoided and corrections, if any, shall be made by crossing out, initialling, marking the date and rewriting. All information/details shall be supported by authentic documents duly certified by the authorized signatory.
- 7.2 No further information will be entertained after submission of applications.
- 7.3 The M.D., WBTDCL reserves the right to reject any or all bids or annul the process without assigning any reason thereof as well as the right to add/delete/modify any one or more of the terms and conditions.
- 7.4 **The Bid should be unconditional.**
- 7.5 The travel related expenses and all other expenses including those related to due diligence would have to be borne by the applicant.
- 7.6 Bids must contain Earnest Money.
- 7.7 A firm can bid for the project either as a sole consultant or in the form of Consortium. However, alternative proposals i.e. one as sole consultant or in Consortium with other consultant and another in Consortium with any other Consultant for selection as Consultant will be summarily rejected. In such cases, all the involved proposals shall be rejected.
- 7.8 The selected Consultant shall sign a Confidentiality Agreement and a Consultancy Agreement with WBTDCL.
- 7.9 FOR ANY CLARIFICATION REGARDING THE PROJECT OR THIS DOCUMENT, APPLICANT MAY CONTACT EXECUTIVE ENGINEER, WEST BENGAL TOURISM DEVELOPMENT CORPORATION LIMITED IN HIS

OFFICE ON ANY WORKING DAY BETWEEN 10:00 AM TO 5:00 PM THROUGH E-MAIL TO
ropeway.wbtdcl@gmail.com

8. Important Dates:

Tender No.	e-NIQ No: 23/WBTDCL OF 2021-22 (Technical)
Date of floating E Expression of Interest	29.11.2021
Last date of submission of pre-bid queries in ropeway.wbtdcl@gmail.com	07.12.2021 at 14.00 hrs.
Date, time, address and venue of pre-bid meeting with intending bidders	08.12.2021 at 16.00 hrs. at the Banquet Hall of West Bengal Tourism Development Corporation Ltd., Udayachal Tourist Lodge, DG Block, Sector-II, Salt Lake, Kolkata -700091 (May be held simultaneously on online platform as well which will be intimated in due course)
Publication of corrigendum on the basis of pre-bid meeting, if necessary	09.12.2021
Last date, time of submission of E Expression of Interest	13.12.2021 at 16.00 hrs.
Date of opening of technical bid	15.12.2021 at 16.00 hrs
Date of opening of financial bid	17.12.2021 at 16.00 hrs
Earnest Money Deposit	INR 10,000/- (Rupees Ten Thousand only)
Validity of Bid	180 Days.

Sd/-
Executive Engineer
WBTDCL

ANNEXURES

ANNEXURE- I

APPLICATION LETTER (On the letter head of the Bidder)

Date: -----

To

The Managing Director,
WEST BENGAL TOURISM DEVELOPMENT CORPORATION LIMITED,
Udayachal Tourist lodge, DG Block, Sector-II, Kolkata-700091
Phone: 033 2358 5189; Fax: 033 2359 8292
Website: www.wbtdcl.com

Sub: Consultancy services for Techno–Economic Feasibility Study and preparation of
DPR for development of a Tourist Ropeway in EPC Mode in **West Bengal**

Dear Sir,

Being duly authorized to represent and act on behalf of (Herein after referred to as "the Bidder"), and having reviewed and fully understood all the requirements of the Request For Proposal and information provided, the undersigned hereby apply for the project referred above.

I/We are enclosing the following in one original and one copy, with the details as per the requirements of the letter < letter number > inviting „Request For Proposal“ for your evaluation.

- Earnest Money of Rs. 10,000.00 (Rs. Ten Thousand). In shape of Demand Draft in favour of M.D., WBTDCL
- Undertaking as per Para 5 of Document
- Details of the similar projects already completed with certificate of authentication.
- Financial Bid.

We understand that Managing Director, West Bengal Tourism Development Corporation Limited reserves the right to reject any or all applications without assigning any reason.

We also understand that application along with annexure and formats not completed in all respects is liable to rejection.

Yours sincerely.

Signature

Name (Authorized Signatory)

<Company/Consortium Name>

Date:

Encl:

Annexure - IA

DETAILS OF THE BIDDER

1. NAME OF THE FIRM/CONSORTIUM:
2. REGISTERED OFFICE:
3. DATE OF INCORPORATION
4. CONSTITUTION OF CONSULTANT FIRM
5. MAIN BUSINESS ACTIVITIES
6. DETAILS OF MAIN BRANCHES
7. DETAILS OF CONTACT PERSONS
 - 7.1 NAME
 - 7.2 DESIGNATION
 - 7.3 CONTACT NO.
 - 7.4 MOBILE NO.
 - 7.5 FAX NO.
 - 7.6 EMAIL ID
 - 7.7 POSTAL ADDRESS
 - 7.8 PAN
 - 7.9 GSTIN
 - 7.10 P.Tax clearance certificate

(Signature of Authorized signatory)

ANNEXURE-II

Format - A

Experience of the Applicant* (SUMMERY)

S No	Name of Project	Estimated capital cost of Project (Rs cr.)	Consultancy Fee received by the Applicant (Rs Lac)
Eligible Assignments of Projects**			
1			
2			
3			
4			
5			

* The Applicant should provide details of only those projects that have been undertaken by it under its own name.

Note: The names & Chronology of eligible projects mentioned here should confirm to the project wise details submitted in the form prescribed in Annexure-II, Format- B.

This is to certify that the above information has been examined by us on the basis of relevant documents; books of accounts & other relevant information and the information submitted above is as per record and as per details annexed.

Signature, Address, Seal & Membership No. of Chartered Accountant

ANNEXURE-II

Format - B

Eligible Assignments of Applicant

Partial Access Control Projects consultancy	
Name of Applicant:	
Name of the Project Consultancy:	
Description of services performed by the	
Applicant firm:	
Name of client and Address:	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of Project (in Rs cr.):	
Start date and finish date of the Project (month/year):	
Brief description of the Project:	

Notes:

Use separate sheet for each Eligible Project.

Attach a single page summary containing the brief particular of each project along with certificate from WBTDC/ client showing the cost and date of award and date of completion of the project.

This is to certify that the above information has been examined by us on the basis of relevant documents; books of accounts & other relevant information and the information submitted above is as per record and as per details annexed.

Signature, Address, Seal & Membership No. of Chartered Accountant

ANNEXURE-III

Power of Attorney

Know all men by these presents, We, _____ (name of firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr. / Ms _____ son/daughter/wife and presently residing at _____, who is presently employed with us and holding the position of _____ as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal to determine the suitability and feasibility of EPC transactions and to implement agreed transactions between West Bengal Tourism Development Corporation Limited and the Concessionaire for Consultancy services for Techno- Economic Feasibility Study and preparation of DPR for development of a Tourist Ropeway in EPC Mode in **West Bengal**, proposed to be developed by the West Bengal Tourism Development Corporation Limited(the "Authority") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____ THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, year FOR _____

(Signature)
(Name, Title and Address)

Witness:

1.

2.

Notarised

Accepted

(Signature)
(Name, Title and Address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour or the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.

ANNEXURE-IV

Bank Guarantee for Performance Security

To,

WEST BENGAL TOURISM DEVELOPMENT CORPORATION LIMITED

Udayachal Tourist lodge, DG Block, Sector-II, Kolkata-700091

Phone: 033 2358 5189; Fax: 033 2359 8292

Website: www.wbtdcl.com

In consideration of **West Bengal** Development (hereinafter referred as the "Authority",] which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s _____, having its office at _____ (hereinafter referred as the "Consultant" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority's Agreement no. _____ dated _____ to determine **Consultancy services for Techno-Economic Feasibility Study and preparation of DPR for development of a Tourist Ropeway in EPC Mode in West Bengal** in Rs. _____ Valued at _____ (Rupees _____), (hereinafter referred to as the "Agreement") a Consultancy Services for [development of Ropeway project], and the Consultant having agreed to furnish a Bank Guarantee amounting Rs. _____ (Rupees _____) to the Authority for performance of the said Agreement.

1. We, _____ (hereinafter referred to as the "Bank") at the request of the Consultant do hereby undertake to pay to the Authority an amount not exceeding Rs. _____ (Rupees _____) against any loss or damage caused to or suffered or would be cause to or suffered by the Authority by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement.
2. We, _____ (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damager caused to or would be caused to or suffered by the Authority by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____).
3. We undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Consultant shall have no claim against us for making such payment.
4. We, _____ (indicate the name of the Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable

till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

5. We, _____ (indicate the name of the Bank) further with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and condition of the said Agreement or to extend time of performance by the said Consultant from time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant of for any forbearance, act, or omission on the part of the Authority or any indulgence by the Authority to the said Consultant or any such matter or thing whatsoever under the law relating to sureties would but for this provision, have the effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).

7. We, _____ (indicate the name of the Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consents of the Authority in writing.

Dated the _____ day of _____ year....

For _____

NOTES:

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.

The address, telephone no. and other details of the Head Office of the Bank as well as issuing Branch should be mentioned on the covering letter of issuing Branch.