West Bengal tourism development corporation limited

(A Government of West Bengal Undertaking)
Hemanta Bhavan
12,B.B.D.Bag (East) 4th Floor Kolkata-700001
Phone:033 44012076 FAX:033 2231 4063
Website:www.westbengeltourism.gov.in

TENDER NOTICE

No. /WBTDC/IX-208 (Pt-II) August 29, 2012,

Sealed Tenders are invited in duplicate in prescribed separate tender document by the Managing Director, West Bengal Tourism Development Corporation Ltd (WBDCL) from resourceful firms having knowledge about Tourist Vessel for Manning, Operation & Maintenance of M.V. Chitrarekha, M.V.Sarbajaya & M.V.Sumangal for 24 (Twenty four) months.

Interested parties may apply to the office of WBTDCL at Hemanta Bhavan, 4th floor, 12, B.B.D. Bag.(E) kolkata-700 001, on any working day between 30th August,2012 to 14th September,2012 between11.00 AM to 4.00 PM with requisites documents mentioned in the tender documents which are given below. Only prequalified bidders shall be invited to purchase the tender document and will be participate in the main bid.

Tender Documents will be available from our above mentioned address at a cost of non-refundable and non-adjustable an amount of Rs.1000/-for each vessel on any working day from **12/09/2012 to 19/09/2012** between 11a.m.to 04.00 p.m. Last date of submission is **21/09/2012, 13.00 Hrs** till 1.00 p.m. and will be opened on same day at 2.30 p.m.

Tender Documents of 3 (Three) vessels are given below.

Managing Director

PART -- I

TENDER DOCUMENT

FOR

MANNING, OPERATION & MAINTENANCE

OF

TOURIST VESSEL M V CHITRAREKHA

Name And Address Of Tenderer :

WEST BENGAL TOURISM DEVELOPMENT CORPORATION LIMITED
HEMANTA BHAVAN
12, B.B.D.BAG (EAST) 4 th Floor
KOLKATA – 700 001

West Bengal Tourism Development Corporation Limited

SECTION - I

Sealed Tenders are invited in duplicate by the Managing Director, West Bengal Tourism Development Corporation Ltd (WBTDCL), from resourceful firms having knowledge about Tourist Vessel for 24 (Twenty four) months under mentioned work as per the terms and conditions mentioned in this Tender Document :

a) **Name of work : Manning , Operation & Maintenance Of M.V.Chitrarekha**

b) **Duration Period of Contract :** 24(Twenty Four) months

c) **Earnest Money** : **Rs. 10,000.00** (Rupees Ten Thousand) only crossed demand draft dischargeable / payable at Kolkata and drawn in favour of "***West Bengal Tourism Development Corporation Ltd.***"Tenders without Earnest Money will be rejected.EMD will be refunded to the unsuccessful tenders without any interest as soon as possible after award of the contract.

d) **Cost of Tender Document:** Tender documents may be purchased on payment of non-refundable and non-adjustable amount of **Rs 1000/- (Rupees one thousand) only, per document,** payable in **Cash Only.**

e) **Availability of Tender Document** :

West Bengal Tourism Development Corporation Ltd.

Hemanta Bhavan, 12, B.B.D.Bag (E) 4th floor Kolkata 700 001

f) **Sale of Tender: From 12/09/2012 to 19/09/2012**

Interested parties may apply to the office of WBTDCL at Hemanta Bhavan, 4th floor, 12, B.B.D. Bag.(E) kolkata-700 001, on any working day between 30th August,2012 to 14th September,2012 between11.00 AM to 4.00 PM with requisites documents as given below and in the tender document.. Only prequalified bidders shall be invited to purchase the tender document and will be participate in the main bid.

g) **Last Date for Sale of Tender Document: 19/09/2012 till 16.00 Hrs.** No tender document will be available for sale after the expiry of scheduled date and time.

h) **Last Date and Time of Submission of Tender:** 21**/09/2012, 13.00 Hrs.** No tender document will be accepted after the expiry of the schedule date &time.

i) **Time and Date of opening: 14.30 hrs**. On 21**/09/2012** in presence of intending Tenderers.

j) **Tender to be Addressed to** : ***Managing Director***

West Bengal Tourism Development Corporation Ltd.

Hemanta Bhavan, 12, BBD Bag(E)4th Floor Kolkata - 700 001

k) **Validity of Tenders** : **24(Twenty four) months** from the date of execution of work.

l) The successful tederer should provide requisite manpower for manning operation of the vessel by 01.10.2012 failing which the EMD will be forfeited..

m) **Retention Money:** Retention Money @ 10% of the monthly charges will be deducted from the monthly bills of the contractor. The same will be refunded without any interest after six months from the expiry of the contract. While refunding the Retention Money to the contractor, WBTDCL will be liberty to recover all its outstanding dues/claims etc without making any further reference.

n) Delay in submission of tender arising due to postal or any other irregularities at any Stage will not be considered. The West Bengal Tourism Development Corporation Ltd. will not be responsible for any damage in transit in case of postal delivery / delivery through courier service.

o) The acceptance of tender will rest with the Managing Director, West Bengal Tourism Development Corporation Ltd., who does not bind himself to accept any or all tenders and reserves to himself the right to reject any or all the tenders received without assigning any reason/s thereof.

p) Minimum Qualification required for bidding:

Average annual financial turnover, during last 3 years of Rs.20 Lacs.

Bank Solvency Certificate of Rs.5 Lacs .

For West Bengal Tourism Development Corporation Ltd

Copy :

1. Office Notice Board.
2. Website.

SECTION – II
GENERAL RULES AND INSTRUCTIONFOR THE GUIDANCE OF TENDERER

Tenders are hereby invited on behalf of *The Managing Director, West Bengal Tourism Development Corporation Ltd., Hemanta Bhavan, 12, BBD Bag(E), 4th floor, Kolkata-700001 as regard to the operation ,manning & maintenance of the vessel M.V. Chitrarekha*

1. Tender Document consisting of the following :

PART -I

i) Tender Notice
ii) General rules and instructions for the Guidance of Tenderers
iii) Form of tender
iv) Agreement
v) General Terms & Conditions
vi) Scope of work

PART-II

vii) Format of Price Bid.
viii) The Vessel will be available for inspection at Kolkata.
ix) Tenders in duplicate should be placed
in sealed cover addressed to The Managing Director, West Bengal Tourism Development Corporation Ltd., Hemanta Bhavan, 4th floor,12, BBD Bag(E), Kolkata-700001., with the name of the work written on the envelopes and submitted at the above office.

2. Both the sealed covers, marked ORIGINAL & DUPLICATE, shall contain two separate sealed covers super scribed with Part - I and Part-II containing the documents as under :

Part– I : The **Tender Document duly signed and stamped on all pages** with Covering Letter, Earnest Money, Copies of valid Sales Tax ,Income Tax (Pan Card), Service Tax & VAT,P Tax Provident Fund &ESI Certificates & Current deposit receipts, Last 3 years `audited balance sheet Bank Solvency Certificate, Credentials in support of experience in marine matter, List of operating Persons along with their requisite certificates **etc. All documents including are to be signed and stamped.**

Part– II : The **Tender Document duly signed and stamped on all pages**, with the **quoted offer** to execute the work. Any condition stipulated in Part-II will not be accepted. Conditional rebates, if any given in Part-II, shall also be treated as conditional and the tender will be liable to be rejected.

3. **Part-I** will be opened on 21**/09/2012** at **14.30 hrs**. in presence of intending Tenderers.
The tenderers may also depute their authorised one representative to be present at the time of opening Part II, which will be opened after verification of submissions made in Part – I, which might also necessitate withdrawal of conditions and its financial impact on the tendered sum, if any. Part – II of tenders will be treated as informal in case submissions in Part – I are found to be not in order. Informal tenders will not be opened. Financial bid will be opened only for those firms which had qualified in terms of technical evaluation.

4. The tenderers should **quote in figures as well as in words the rates** tendered by them.

The language for filling tender documents shall be in English. Any **correction shall be attested by the initials** of the tenderers **with the seal** of the firm. In case any discrepancy/ difference is found on checking between rate quoted by the Contractor in words and figures, the rate which corresponds to that written in figure shall be taken as correct.

5. The Contractor, whose tender is accepted the EMD will be transferred as additional security deposit and it will be refunded without any interest after six months from the date of expiry of contract

6. The acceptance of a tender will rest with The Managing Director, West Bengal Tourism Development Corporation Ltd., Hemanta Bhavan, 12, BBD Bag, 4th. floor, Kolkata- 700 001, who does not bind itself to accept any tender and reserves to itself the right to reject any or all the tenders received without assignment of any reason. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.

7. Canvassing in connection with tenders is strictly prohibited and tenders submitted by the contractors who resort to canvassing will be liable to rejection.

8. On acceptance of the tender, the name of the accredited representative(s) of the Contractor who would be responsible for taking instructions from the Employer shall be communicated to the Employer..

9. It will be obligatory on the part of the tenderer to tender and sign the tender documents for all the component parts and that, after the work is awarded, he will have to enter into an agreement for each component with the Employer.

10. The Earnest Money Deposit of the Contractor whose tender is accepted shall be forfeited in full in case he does not start the work by the stipulated date mentioned in the letter of award.

11.. Earnest Money in the form of by crossed Demand Draft dischargeable/payable at Kolkata and drawn in favour of West Bengal Tourism Development Corporation Ltd., must accompany Part – I(original) submission of tender. Earnest Money in any form other than mentioned above is not acceptable.

12. Final evaluation of the Price Bid and comparison of offers and recommendations concerning the award of contract shall be made by the Tender Acceptance Committee (TAC). None of the tenderer/representative of the tenderer would be allowed to remain present at the time of evaluation by TAC.

13. To assist in evaluation of the offer, WBTDCL may ask the tenderer individually in writing for clarification of their offer including breakup of cost, reasons in case of very high / low offers. The response shall also have to be in writing.

14. WBTDCL does not bind himself to accept and award the work to the lowest Tenderer. Job may be awarded to L2/L3 tenderer considering resourcefulness, higher experience, Capability, reliability, credentials, overall performance record for prior jobs with WBTDCL or any other Government Organisations.

SECTION – III

FORM OF TENDER

The Managing Director
West Bengal Tourism Development Corporation Ltd.
Hemanta Bhavan, 4th floor,12, BBD Bag (E)
Kolkata - 700 001

Dear Sir (s),

Re : Manning, operation & Maintenance of vessel M.V. Chitrarekha

1. I/We M/S…….. refer to the tender notice issued by The West Bengal Tourism Development Corporation Ltd. in connection with the above work.

2. I/We do hereby offer to perform, provide, execute, complete and maintain the work in conformity with terms & conditions of contract, specifications as mentioned in the Tender Document.

3. I/We have satisfied myself / ourselves as to the site conditions, examined and all aspects of the tender conditions. Subject to above, I/We do hereby agree, should this tender be accepted in whole.

a) Abide by and fulfill all the terms and provisions of the said conditions annexed hereto :

4. I/We have deposited earnest money of **Rs. 10,000.00 (Rupees Ten Thousand only)** drawn on…….bearing no…….dtd…… in the form of crossed Demand Draft dischargeable/payable at Kolkata in favour of West Bengal Tourism Development Corporation Ltd. I/We note, will not bear any interest and is subject to forfeiture solely at The West Bengal Tourism Development Corporation Ltd. is submitted by us shall be liable to be forfeited as per discretion of the competent authority.

5. I/We shall extend all co-operations and facilities to carry out some other works as regard to the subject vessel and for this we shall not charge anything extra cost for extending such facilities.

6. In the event of 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.

7. I/We agree that you have the sole authority to accept/ reject any tender without assigning any reason thereof and the same will not attract any legal obligation on your part.

8. Name of partners / directors of our firm :

i)

ii)

iii)

iv)

Yours faithfully,

Signature with Seal and date: …….....

Designation……..

Name ……

Address……..

……

SECTION – IV

AGREEMENT

The vessel will be formally handed over to the contractor on signing the Agreement. The contractor shall be responsible for safety and working readiness of the vessel and its parts and fittings till such time when the vessel is handed back to WBTDCL. Acceptance signed by the authorized officer only shall relieve the contractor of his responsibility.

After the expiry of the contract, the contractor will hand over the vessel to WBTDCL in the same working conditions and with the same items of spares and equipment as received during the commencement operation except for normal wear and tear and any other consumption which has been certified by the authorized officer of WBTDCL.

The Secretary to the Govt. of West Bengal, Tourism Department or his nominated Govt. officer shall be sole arbitrator for any dispute arising out of this agreement and his decision shall be final and finding on both the parties

SECTION – V

GENERAL TERMS & CONDITIONS

1. **Interpretation of Terms:**

   In the contract and specifications the following words and expressions shall have the following meanings:

   THE VESSEL – The Vessel means M.V.Chitrarekha

   DAY – Means duration of 24 hours commencing at 0.00 hrs midnight till 24.00 hrs and includes Sundays and Holidays.

   WBTDCL – Means West Bengal Tourism Development Corporation Limited.

   MD – Means the Managing Director of WBTDCL or his successors and assigns in office.

2. **MD, WBTDCL** from time to time may authorize in writing, any person or persons to be named by him in this behalf to exercise such of his powers, authorities and discretions under this contract as he may think fit and proper and the contractors shall recognize, honour and give necessary assistance to such authority in all respects.
3. **Contract to include execution and supply of all works matters and things required for due performance of the contract:**

   The scope of work shall be accepted by the operators as sufficient generally for the manning, operation and maintenance of the vessel and other works matters and things comprised in this contract shall be deemed to comprised in this contract. Contractor shall execute all works and find and supply all persons and things as per directions and to the satisfaction of the MD, WBTDCL, and contractor shall not be entitled to any payment or allowance whatsoever in respect thereof. The contractor is not allowed to appoint an sub-contractor to discharge duties and obligation originally assigned by WBTDCL to the contractor.

4. The contractor is required to pay all legal dues to the operating personnel engaged by him, as per the laws in force. The relevant acts which are to be complied with in this connection are contract labour (Regulation & Abolition) Act 1979, P,F, Act 1952, Bonus Act 1965, ESI Act1948 & Gratuity Act 1972.
5. The minimum wages paid to the contact operating personnel shall be in conformity with the Govt`s direction in this regard,
6. In the event of failure of the contract or to pay to the contract operating personnel his legal dues WBTDCL will reserves the right to deduct such due, from monthly bill/ retention money/security deposit of the contractor and arrange reimbursement to the concerned operating personnel,
7. The bidder must have own ESI Code No, P,F, A/c No and the same have to indicate in techno commercial bid. The deposit receipts are to be shown/submitted to WBTDCL during processing of monthly bills.

8. WBTDCL reserves the rights to cancel the work order any time in case of poor or unsatisfactory work/ operation of vessel and get the work done through other agency at the risk responsibility and cost of the contractor.

9. **Operating Personnel:**

Contractor should submit a list of operating personnel with details viz.. Name, Designation, Individual Date of Birth, Present and Permanent Address, Academic & technical qualifications along with requisite certificates, proof of experience in operating steel hull tourist vessel at least 3 years. MD WBTDCL, reserves the right to accept or not to accept any or all operating personnel without assigning any reason .If MD reject the whole or part list, the contractor shall have to submit a fresh list duly approved by the MD. Contractor should issue operating personnel to the all Identity card with photograph signed by the ID holder, duly countersigned by the contractor and the competent authority of WBTDCL (one copy of such ID shall be kept in the custody of WBTDCL) to the all operating personnel.

The contractor shall be responsible for enforcing that all personnel attached to the operation of the vessel shall always be in clean & proper uniforms with respective ID Card hanging on the chest of every personnel during the operation of the same in such manner that all tourists can see & read it. Violation of such norm by the contractor shall invite penal action whatsoever as decided by the WBTDCL which may even result in termination of the contract and the contractor shall have to abide by such decisions of the WBTDCL in the Tenderers are notified that WBTDC Ltd. shall evaluate the tender from such submissions. Offers / submissions found inadequate or irrelevant may lead to cancellation of the tender.

10. The successful tenderer shall be required to produce on demand the original certificates of current sale tax, income tax, provident fund, e,s,i, p,tax service tax. and other requisite certificates which are required for marine operation and maintenance of tourist vessel for inspection before placement of order.

11.Confirmation to the affect that the terms of the payment are acceptable to the tenderer.

12. The price in duplicate in Indian rupees, in the format confirm will be the only content in sealed second cover. If any conditions are indicated in the price bid or if any deviations whatsoever from the accepted format are found in the second cover then the tender is liable to be rejected.

13. The successful tenderer will be required to sign an agreement with WBTDC Ltd. on the basis of frozen and finalized the terms & conditions of the work.

14. One authorized representative of the each tenderer will be allowed to attend tender meeting. All such representatives of tenderers must carry appropriate letters of authorization. The MD, WBTDC Ltd. will not deal with any agents whatsoever. The

tenderer must give a written undertaking in the first cover that they are not paying and could not pay any commission in any form to any agent on account of this tender.

15. No correspondence from the tenderers will be entertained on the tender after opening of the price bid.

16. WBTDC Ltd. reserve the right to ask any or all tenderer, who have submitted their price quotations, a breakup of their submitted offer with adequate justification to established the veracity of each sub divided component. Tenderer to confirm in writing in the form of tender. If necessary WBTDC Ltd. may ask for such a break up of quoted price further. The agency will be duty bound to do so, failing which or if their justification of prices are found to be unacceptable their tender may be unilaterally cancelled.

17. The successful tenderer must maintain the vessel in good condition and in the event of any damage due to mishandling by the operator the WBTDCL will have full right to recover their compensation.

18. Managing director, WBTDC Ltd. does not bind himself to accept the lowest or any offer/ tender or part thereof, and reserve the right to accept or not to accept any or all of the tenders either in whole or in part without assigning any reason whatsoever.

19. The contractor should maintain adequate number of crew in their pay roll so that leave an exigencies can be accommodated by the contractor. Additional man power in any category of the crew, if required, for proper and smooth operation of the vessel at any time during the currency of the contract, the contractor will be responsible for supplying the same on payment of mutually agreed rates there is any programmed, etc. to be organized on board by WBTDC full strength of crew shall have to be provided.

The crew shall have valid certificates. The contractor will be required to produce the Xerox copies of such certificates to WBTDC. The contractor shall obtained written permission from the competent authority for operation of the vessel within the jurisdiction of inland waters with the personnel to be deployed by him.

20. **Watchman :**

When the vessel is berthed or moored the safety of the vessel is to be ensure by the crew or by employing security personnel if necessary.

21. **Liaison Manager:**

A Liaison Officer deployed by the contractor for interacting/ communicating between WBTDC Ltd./ the vessel and other concerned officers at HO and such liaison officer shall have contact mobile phone with residential telephone facility. He should be a person having experience in the field of marine operations.

22. **The vessel is to be manned as per the following manner** :

During "Tourist Season" i,e, October to April the vessel should be manned by :

1. 1 No 2nd class inland master (in charge)
2. 1 No 3rd class master
3. 1No 1st class driver
4. 1 No 2nd class driver
5. 4 Nos deck hand
6. 1 No Manager with adequate minimum 5 years experience in the Sunderbans Tour by luxury steel hull tourist vessel with ability to speak in English and/or other foreign language/s To be present on vessel during tours.

During " Lean Season i,e, May to September the vessel should be manned by:

1. 1 No 2nd class Inland Master (In Charge)
2. 1 No 1st class driver
3. 1 No 3rd class master
4. 1 No combination deck hand

. 23. **Key information about the tender, highlighting :**

1.Experience for operating the tourist vessel with steel hull having office in & around Kolkata & Howrah is required.

2. Professionally qualified and experienced managerial & Supervisory set up which will be used for carrying out the schedule work is required. Necessary bio-data of those officials to be submitted during submission of tender.
3. Graded list indicating certification/ qualification & total number of officers and staff to be deployed exclusively for this work. Managerial / Supervisory staff looking after multiple duties may not be included in this list.
4. The intending tenderer have to clarify how control of the vessel will be exercised and infrastructure to be maintained at berthing site of the vessel. The intending tenderer have to indicate clearly how the vessel is to be maintained on a regular basis as also during annual layoff / surveys.
5. The intending tenderer have to indicate clearly how the vessel is to be maintained on a regular basis as also during annual lay off/ surveys.
6. How bunkering and supply logistics are to be carried out.
7. Any other information deemed necessary by the bidder to execute the scope of work.

SECTION - VI

6. Scope of Work:

a) General

i. The vessel is primarily a tourist vessel having good overnight staying facility for the tourists on board. The vessel is generally deployed for providing tourist services like, conducted package tours of different types in the sundarbans and in the Hooghly, Chattered trips, holding on board meetings / conferences etc. and such other tourist services as would be deemed appropriate by the management of WBTDC Ltd. from time to time.

   Normally the vessel will be put to tourist service at the Sundarbans during the months from October to May and will be anchored at Sonakhali / Basanti in the district of South 24 Parganas between trips on the river. This period may be turned as "Tourist season".

   During the months may to September the vessel will be generally anchored at Outram Ghat at jetty no. II, Kolkata or any other jetty and may be used for tourist services on demand. It is the time when annual survey of the vessel and necessary repair/ maintenance works has to be carried out. This period may be termed as " Lean season". WBTDC Ltd. proposes to man the vessel with skeletal set up having lesser no. of crew members as described hereinabove during the period. However the vessels may be used for tourist services on demand.

ii. The Operational contractor has to man, maintain and operate the vessel as per directives of MD, WBTDC Ltd. or authorized officer. The contractor will be responsible for servicing of the machinery, general maintenance, routine maintenance, survey and running repair of the vessel. For this a tripartite agreement which has bearing on the agreement between main contractor and WBTDC Ltd. may be made with the original equipment manufactures (OEM) / authorized service agents for the annual maintenance of the principal machinery such as main engines, Gear box, DG Set etc.

   The service personnel of the original equipments manufactured / authorized service agents have to attend the vessel either at the Sundarbans or in Kolkata or any other convenient place on river Hooghly. The service personnel of the OEM / service agent may have to attend the machinery on board the vessel at stream if required. It will be the responsibility of the main contractor to make arrangement for boarding and unboarding the service personnel on the vessel when at mid stream. This is to be reflected in the tripartite agreement, if any.

iii. The contractor has to ensure for operating the vessel with competent engineer / inland master and crew as per statutory requirement of I.W.T. Directorate for entire period of the currency of the contract.

iv. The crew member/ watchman shall be in proper uniform while on duty. Food & other facilities as per labour & marine law for the crew shall be arranged by the contractor.

v. The vessel shall be under the operational command of the MD, WBTDC Ltd. or his authorized representative and the contractor shall be bound to carry out any legal and feasible operation ordered by the MD, WBTDC LTD. / authorised officer.
vi. The vessel may have to ply in the river, canal and delta of the Sundarbans and estuary at any time during day or night within the permissible plying limits.
vii. The vessel shall be made ready, by master for operations within one hour of receiving appropriate order from the authorized officer.

b. **Repair & Maintenance**:

All cost of running, repairs & maintenance and general upkeepment should be borne by the contractor. Vessel should always be in tip top and good running conditions. Regular spot painting works throughout the year is compulsory. Cost of such painting work should be borne by contractor. The nature of repairs will be assessed whether a minor or major on depending on the following criteria.

All repairs whose aggregate cost does not exceed Rs. 2000/- only per month for the vessel shall be deemed as minor work.

The agency will take up the major repair works only after prior approval WBTDC Ltd. the cost of major repair will be reimburse by WBTDC Ltd. the contractor should submit separate Xerox copies of all repairs and maintenance bill including labor charges in both cases (Minor & Major repair works), if any replacement of any spare parts by the contractor is done he should submit the name of the spare parts, manufacturer of the spare parts , sl no. ,warranty of the spare parts if any. Servicing of main engine should be done by the contractor in every 300 hrs. run in front of authorized official of WBTDC Ltd and this work should be done by the authorized sales and service agent of the manufacturer. The agency must intimate the WBTDC Ltd after completion of every 250 hr run. The payment of such work will be borne by WBTDC Ltd. The contractor should place the vessel at the end of pick season for annual survey in tiptop good running condition. After placement of vessel for annual survey the cost of all repairs and maintenance will be borne by WBTDC Ltd as per recommendation of the surveyor of the IWT. Necessary cost relating to all certificate viz. certificates for BLC, insurance and any other certificate except survey certificate which are necessary for running the vessel/s should be borne by the contractor.

WBTDC will pay only monthly rate, hourly rate that is cruising and non-cruising hours at the time of operation and operation as accepted by the WBTDC. WBTDC shall not pay any other amount like carrying water, placement of vessel due to tide water etc. The management of WBTDC shall always be at liberty to inspect the vessel at any time of its choice and suggest repair/ replacement of any parts or any fittings whatsoever, to the contractor and the contractor shall always be responsible for satisfactory repair/ replacement of such parts/ fitting(s) as the case may be immediately or within the time frame fixed by the management of WBTDC. Unsatisfactory work and / delayed work shall invite penal action (s) whatsoever decided by the WBTDC and the contractor shall abide by such decision (s) to the WBTDC in letter and spirit.

c. **Consumable stores**:

All running stores, consumable and miscellaneous items, including bulb, fuses, cotton rags, waste cotton, soap, phenol, freshener, pesticide etc. will have to be provided by the contractors.

d. **Log Book:**

The successful tenderer has to maintain a daily log book for the vessel. All particulars of the vessel including movement of the vessel, engines important parameter, spare used, sub contractor deployed, fuel oil and lube oil consume/ bunkered etc. to be log daily and to be signed by the manager in charge/ master of the vessel and same will be checked and counter signed by WBTDC representative. A monthly log abstract is to be prepared mentioning all above stated important parameter duly signed by the manager in charge/ master of the vessel and same to be submitted with the monthly bill without which no payment will be released. The daily log book to be retained on board / office and same should be produced on demand.

The successful tenderer at their cost will print sufficient no. of log book and log abstract as per WBTDC approved format and these are to be kept on board.

e. **Kitchen:**

The vessel hold has large space with equipment viz. cooking appliances, hot plate, wash up area etc. which form the kitchen unit. This space should be hygienically maintained and the upkeep standard should be high. After each cruise the space should be disinfected, cleaned, the garbage removed and free from pests, insects & rodents.

f. **General upkeep :**

The entire vessel should be prepared thoroughly before commencement of any crews/ safari/ chartered trips. All the bathroom should be odor free, hygienic and insect free. All the public areas should also be spotlessly clean. The necessary required deodorants disinfectants pesticide, toilet soap, naphthalene balls etc, are to be supplied and use for such purpose at the cost of contractor.

g) House keeping:

The vessel have a linen store for storing bed sheets, pillow cases, blankets, pillows, towel (bath & hand) for the purpose of bed making of 46 sleeper berths. Stock of such items along with other housekeeping/ furniture viz. chair, tables, flower vases ashtrays, waste paper baskets, crockery & catering utensils/ articles/ items should also be mentioned. Before commencement of each trip the arrangement / placement of these items are to be meticulously performed. After every use the linen should be laundered and stored. Reuse of state linen is

absolutely forbidden. The cost is to be borne by the contractor for such washing, upkeep etc. for the aforesaid items.

j. **Tourist handling:**

The crew on board will be handling high profile foreign and domestic tourist and VIP's and as such the crew member should be well mannered polite conductor. Tourist comment register should be kept on board for registering comments/ suggestions/ complains.

k. **Fuel & lubricants :**

Fuel and lubricants of appropriate grade for M.E., Gear box, A/E, steering system etc. shall be taken / store on board at regular intervals by the contractor. The replenishment shall be so arranged that it does not affect the normal operating of vessel. Only the appropriate grade/ quality of fuel and lubricants shall be used, WBTDCL at their discretion may send the representative to over see/ supervise the bunkering process. The contractor should give adequate notice in this regards. All costs of fuel, lubricants and consumable are to be borne by the contractor. . WBTDCL at its discretion may send the same of POL for testing. All cost of POL, consumable and laboratory fess for POL testing are to be borne by the contractor. If it is found that contractor has not use the said standard fuel and lubricants, the WBTDC shall be at liberty to take any penal action as it may deemed fit against the contractor and the contractor shall have to accept the same.

l. **Duration of the contract:**

This contract will be for 24 (Twenty four) months only but it may be extended further provided performances including service, maintenance, operation etc. of the contractor are found to be fully satisfactory to the management of WBTDC during the contract period. The terms for such extended period may be fixed on mutually negotiation.

The personnel to be deployed for such operation shall have to stand for an interview by the management of WBTDC. In case of any necessity, particularly in the event of receipt of any complaint regarding inefficient operation of the vessel/s. The decision of the management of WBTDC regarding the suitability of such personnel shall be final and binding on the contractor.

m) Operational mode & charges :

The vessel shall be ready for operation for 24 hours.

In operation mode

The vessel shall be deemed to be in operation mode from the point of time and the Main Engines are started as per order described above till such time the main engines are stopped.

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 one hour notice.

Idle Time

Wherein the contractor is unable to make available the vessel in “standby mode” for at least twelve hours continuously in a day then the vessel shall be deemed to be idle for that day.

Cruising Speed:

During all cruises the vessel is to be always operated at optimum speed and reasonableness of the total time taken for any particular tour is to be judged by the officers of WBTDC Ltd. and their decision in this respect will be final binding.

n) Accrual of charges

The contractual charges are inclusive of all the expenses connected to manning, operation, all lubricating oil, general maintenance, routine maintenance, insurance, b.l,c painting, testing, shore lodging and fooding and transportation for I.W.T. Surveyor, crew and officers and also any other contractual obligations. The charges shall accrue to the contractor at the rates quoted by him and accepted by WBTDC Ltd. in the following manner.

Monthly Rates:

These charges shall be paid for each month the vessel is on standby mode described above.

Hourly Rates:

Cruising Hour : This rate shall be paid over and above the monthly rate for the period in which vessel is in operation mode.

Non- Cruising Hour : During Tours, even when the vessel is in Standby mode, the DG sets are required to be in running condition for the services of the tourists on board. A separate rate will be allowed to the contractor for such hours.

However in the event WBTDC supplies the fuel oil these rates are not chargeable.

The contractor shall not be eligible for any charges far a day deemed as idle.

Variation in the cost of fuel :

o. No escalation for the variation in the cost of fuel.
Rates offered by the contractor should be firm and valid for the entire period of contract. There shall be no variation in the rates for any increase / decrease in the price of fuel/ lubricants or any other consumable whatsoever.

p. **Deduction & Penalties:**

WBTDC will not pay any of the scheduled rates and further will deduct a sum equivalent to double the daily rate (calculate pro rata on the basis of the applicable monthly rate) for each day of default if the vessel is not available in standby mode during the currency of the contract. Managing Director, WBTDC Ltd. may waive the penalty if he is satisfied that the reason for the default were beyond the control of the contractor. However, if prior permissions taken for decommissioning the vessel for repair and maintenance and approved schedules thereof are complied with by the contractor, then no deductions will be made nor penalties imposed for non-performance for the vessel during such period.

q. **certificates, Insurance & Survey:**

The contractor shall be responsible for obtaining valid statutory classification or any other certificates as necessary for plying the vessel during tourist season.
All necessary survey certificates are available with WBTDC Ltd., the copy of which will be handed over to the successful tenderer. It will be the duty of the contractor to keep all the certificates valid and updated as and when required. WBTDC Ltd. has the authority for the postponing / preopening of any survey item as and when necessary.

The successful bidder will be required to carry out all the liaison work with the insurance as per WBTDC Ltd. directives if so desire. In the event WBTDC Ltd. so decide, the insurance premium will directly be released to the insurance company against the agreed pro forma raised by the insurance company.

The insurance for the person deployed on board to be taken by the successful tenderer and the documentary proof for the same to be submitted to WBTDC Ltd. before any claim or payment is made.

r. Law of the land:

All relevant rules and regulation regarding trade union, labour, marine and pollution control have to be complied with by the contractor at their own cost. WBTDC Ltd. shall be liberty to deduct appropriate amount from the pending bills of the contractor in case the contractor fails to comply with the relevant rules & regulations and consequential damages are to be borne by WBTDC Ltd.

s. Payment:

The contractor will be paid on monthly basis. He has to submit his bill/ invoice for a month within the 10th day of the next month along with the certified log book extract and bills of repair, if any, duly certified by the master & driver of the vessel together with the supporting document, the deposit receipt of ESI,P.F & a Monthly wages payment certificate duly signed by all operating personnel of the vessel.

For Sundarbans tour of 2 days- 1 night trip WBTDCL will pay an amount equivalent to maximum of 10 (Ten) hours cruising charges for via Dobanki , & 11.30 (Eleven & half) hours via Netidhopani instead of Dobanki, similarly WBTDC will also pay an equivalent to maximum18(Eighteen) hours cruising charges for 3 days – 2 nights Sunderban tour for via Dobanki & 19.30(Nineteen & half) hours for via Netidhopani instead of Dobanki. Regarding non-cruising hours during such tours WBTDCL will pay the equivalent to actual hours of such non-cruise. If cruising hours exceed the above mentioned stipulated time WBTDCL will not pay any amount for excess cruising hour. However, the management of WBTDCL may consider excess cruising hours, if so happens, for the reasons of beyond control of the operation.

Sunderban tour itineraries:

1 Night 2Days tour : Ex Sonakhali-Sudhyanyokhali-Sjnekhali-Netidhopani/Dobanki-Sonakhali.
2Nights 3Days tour : Ex Sonakhali-Sudhyanyokhali-Sjnekhali-Jhinakhali-Buridhabri-Sajnekhali-Netidhopani/Dobanki-Sonakhali.

WBTDC will endeavor to pay authentic and correct bills within 30 days from the date of submission.

t. Ownership:

Handing over the vessel for operation & maintenance does not imply any transfer of ownership. WBTDC Ltd. will remain the rightful owner of the vessel in all respects.

In case of any damage to any of WBTDC's assets, including to the M.V. Chitrarekha by deemed of mishandling of this craft by the contractor or his crew, then the same shall be repaired renewed to predamaged status by the contractor forthwith. In case such damages are not repaired/ renewed by the contractor, the Managing Director, WBTDC Ltd shall have the rights to get the same done by whatever means found appropriate and the costs for the same shall be recovered the dues of the contractor.

u. Right to terminate:

Managing Director, WBTDC Ltd retains the rights to terminate the contract anytime during the currency of the contract on non-performance and violation of terms & conditions by the contractor as per provisions of this documents with 15 (Fifteen) days notice.

PART -- II

PRICE BID

NAME OF THE VESSEL M.V. CHITRAREKHA

1.MONTHLY RATE

a. During tourist season (October to April) Rs. Per month

b. During lean season (May to September) Rs. Per month

Total Amount Rs. Per year

Rupees in word ……....
…….

2..HOURLY RATES (Operation including all expenses thereof) :

a. Cruising Hour : Rs. Per hour
b. Non- Cruising Hour : Rs. Per hour

CONDITIONS:
1.The quoted rate inclusive of all operational expenditure, taxes etc as mentioned in Tender Document.
2. The tender will be evaluated on the basis of Gross Amount taking Monthly Rate for 24 months and Hourly Rates for 3000 Hours of cruising and 3600 Hours of Non-Cruising.

Signature of the tenderer

(seal)

Place: Kolkata
Dated :

PART -- I

TENDER DOCUMENT

FOR

MANNING, OPERATION & MAINTENANCE

OF

TOURIST VESSEL M V SARBAJAYA

Name And Address Of Tenderer :

WEST BENGAL TOURISM DEVELOPMENT CORPORATION LIMITED
HEMANTA BHAVAN
12, B.B.D.BAG (EAST) 4 th Floor
KOLKATA – 700 001
West Bengal Tourism Development Corporation Limited

SECTION - I

Sealed Tenders are invited in duplicate by the Managing Director, West Bengal Tourism Development Corporation Ltd (WBTDCL), from resourceful firms having knowledge about Tourist Vessel for 24 (Twenty four) months under mentioned work as per the terms and conditions mentioned in this Tender Document :

b) **Name of work : Manning , Operation & Maintenance Of M.V.Sarbajaya.(Partly A.C.)**
Duration Period of Contract : 24(Twenty Four) months

c) **Earnest Money** : **Rs. 10,000.00** (Rupees Ten Thousand) only crossed demand draft dischargeable / payable at Kolkata and drawn in favour of "***West Bengal Tourism Development Corporation Ltd.***"Tenders without Earnest Money will be rejected.EMD will be refunded to the unsuccessful tenders without any interest as soon as possible after award of the contract.

d) **Cost of Tender Document:** Tender documents may be purchased on payment of non-refundable and non-adjustable amount of **Rs 1000/- (Rupees one thousand) only, per document,** payable in **Cash Only.**

e) **Availability of Tender Document** :

West Bengal Tourism Development Corporation Ltd.

Hemanta Bhavan, 12, B.B.D.Bag (E) 4th floor Kolkata 700 001

f) **Sale of Tender: From 12/092012 to 19/09/2012**

Interested parties may apply to the office of WBTDCL at Hemanta Bhavan, 4th floor, 12, B.B.D. Bag.(E) kolkata-700 001, on any working day between 30th August,2012 to 14th September,2012 between11.00 AM to 4.00 PM with requisites documents as given below and in the tender document. Only prequalified bidders shall be invited to purchase the tender document and will be participate in the main bid.

g) **Last Date for Sale of Tender Document: 19/09/2012 till 16.00 Hrs.** No tender document will be available for sale after the expiry of scheduled date and time.

h) **Last Date and Time of Submission of Tender:** 21/**09/2012, 13.00 Hrs.** No tender document will be accepted after the expiry of the schedule date &time.

i) **Time and Date of opening: 14.30 hrs**. On 21/**09/2012** in presence of intending Tenderers.

j) **Tender to be Addressed to** : ***Managing Director***

West Bengal Tourism Development Corporation Ltd.

Hemanta Bhavan, 12, BBD Bag(E)4th Floor Kolkata - 700 001

k) **Validity of Tenders** : **24(Twenty four) months** from the date of execution of work.

l) The successful tederer should provide requisite manpower for manning operation of the vessel by 01.10.2012 failing which the EMD will be forfeited..

m) **Retention Money:** Retention Money @ 10% of the monthly charges will be deducted from the monthly bills of the contractor. The same will be refunded without any interest after six months from the expiry of the contract. While refunding the Retention Money to the contractor, WBTDCL will be liberty to recover all its outstanding dues/claims etc without making any further reference.

n) Delay in submission of tender arising due to postal or any other irregularities at any Stage will not be considered. The West Bengal Tourism Development Corporation Ltd. will not be responsible for any damage in transit in case of postal delivery / delivery through courier service.

o) The acceptance of tender will rest with the Managing Director, West Bengal Tourism Development Corporation Ltd., who does not bind himself to accept any or all tenders and reserves to himself the right to reject any or all the tenders received without assigning any reason/s thereof.

p) Minimum Qualification required for bidding:

Average annual financial turnover, during last 3 years of Rs.20 Lacs.

Bank Solvency Certificate of Rs.5 Lacs.

For West Bengal Tourism Development Corporation.

Copy :

1. Office Notice Board.
2. Website.

SECTION – II
GENERAL RULES AND INSTRUCTIONFOR THE GUIDANCE OF TENDERER

Tenders are hereby invited on behalf of *The Managing Director, West Bengal Tourism Development Corporation Ltd., Hemanta Bhavan, 12, BBD Bag(E), 4th floor, Kolkata-700001 as regard to the operation ,manning & maintenance of the vessel M.V. Sarbajaya.* Tender Document consisting of the following :

PART -I
i) Tender Notice
ii) General rules and instructions for the Guidance of Tenderers
iii) Form of tender
iv) Agreement
v) General Terms & Conditions
vi) Scope of work

PART-II
vii) Format of Price Bid.
viii) The Vessel will be available for inspection at Kolkata.
ix) Tenders in duplicate should be placed
in sealed cover addressed to The Managing Director, West Bengal Tourism Development Corporation Ltd., Hemanta Bhavan, 4th floor,12, BBD Bag(E), Kolkata-700001., with the name of the work written on the envelopes and submitted at the above office.

2. Both the sealed covers, marked ORIGINAL & DUPLICATE, shall contain two separate sealed covers super scribed with Part - I and Part-II containing the documents as under :

Part– I : The **Tender Document duly signed and stamped on all pages** with Covering Letter, Earnest Money, Copies of valid Sales Tax ,Income Tax (Pan Card), Service Tax & VAT,P Tax Provident Fund &ESI Certificates & Current deposit receipts, Last 3 years `audited balance sheet Bank Solvency Certificate, Credentials in support of experience in marine matter, List of operating Persons along with their requisite certificates **etc. All documents including are to be signed and stamped.**

Part– II : The **Tender Document duly signed and stamped on all pages**, with the **quoted offer** to execute the work. Any condition stipulated in Part-II will not be accepted. Conditional rebates, if any given in Part-II, shall also be treated as conditional and the tender will be liable to be rejected.

3. **Part-I** will be opened on 21**/09/2012** at **14.30 hrs**. in presence of intending Tenderers.
The tenderers may also depute their authorised one representative to be present at the time of opening Part II, which will be opened after verification of submissions made in Part – I, which might also necessitate withdrawal of conditions and its financial impact on the tendered sum, if any. Part – II of tenders will be treated as informal in case submissions in Part – I are found to be not in order. Informal tenders will not be opened Financial bid will be opened only for those firms which had qualified in terms of technical evaluation.

4. The tenderers should **quote in figures as well as in words the rates** tendered by them.

The language for filling tender documents shall be in English. Any **correction shall be attested by the initials** of the tenderers **with the seal** of the firm. In case any discrepancy/ difference is found on checking between rate quoted by the Contractor in words and figures, the rate which corresponds to that written in figure shall be taken as correct.

5. The Contractor, whose tender is accepted the EMD will be transferred as additional security deposit and it will be refunded without any interest after six months from the date of expiry of contract

6. The acceptance of a tender will rest with The Managing Director, West Bengal Tourism Development Corporation Ltd., Hemanta Bhavan, 12, BBD Bag, 4th. floor, Kolkata- 700 001, who does not bind itself to accept any tender and reserves to itself the right to reject any or all the tenders received without assignment of any reason. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.

7. Canvassing in connection with tenders is strictly prohibited and tenders submitted by the contractors who resort to canvassing will be liable to rejection.

8. On acceptance of the tender, the name of the accredited representative(s) of the Contractor who would be responsible for taking instructions from the Employer shall be communicated to the Employer..

9. It will be obligatory on the part of the tenderer to tender and sign the tender documents for all the component parts and that, after the work is awarded, he will have to enter into an agreement for each component with the Employer.

10. The Earnest Money Deposit of the Contractor whose tender is accepted shall be forfeited in full in case he does not start the work by the stipulated date mentioned in the letter of award.

11.. Earnest Money in the form of by crossed Demand Draft dischargeable/payable at Kolkata and drawn in favour of West Bengal Tourism Development Corporation Ltd., must accompany Part – I(original) submission of tender. Earnest Money in any form other than mentioned above is not acceptable.

12. Final evaluation of the Price Bid and comparison of offers and recommendations concerning the award of contract shall be made by the Tender Acceptance Committee (TAC). None of the tenderer/representative of the tenderer would be allowed to remain present at the time of evaluation by TAC.

13. To assist in evaluation of the offer, WBTDCL may ask the tenderer individually in writing for clarification of their offer including breakup of cost, reasons in case of very high / low offers. The response shall also have to be in writing.

14. WBTDCL does not bind himself to accept and award the work to the lowest Tenderer. Job may be awarded to L2/L3 tenderer considering resourcefulness, higher experience, Capability, reliability, credentials, overall performance record for prior jobs with WBTDCL or any other Government Organisations.

SECTION – III

FORM OF TENDER

The Managing Director
West Bengal Tourism Development Corporation Ltd.
Hemanta Bhavan, 4th floor,12, BBD Bag (E)
Kolkata - 700 001

Dear Sir (s),

Re : Manning, operation & Maintenance of vessel M.V. Sarbajaya (Partly A.C.)

1. I/We M/S…….. refer to the tender notice issued by The West Bengal Tourism Development Corporation Ltd. in connection with the above work.

2. I/We do hereby offer to perform, provide, execute, complete and maintain the work in conformity with terms & conditions of contract, specifications as mentioned in the Tender Document.

3. I/We have satisfied myself / ourselves as to the site conditions, examined and all aspects of the tender conditions. Subject to above, I/We do hereby agree, should this tender be accepted in whole.

a) Abide by and fulfill all the terms and provisions of the said conditions annexed hereto :

4. I/We have deposited earnest money of **Rs. 10,000.00 (Rupees Ten Thousand only)** drawn on…….bearing no…….dtd…… in the form of crossed Demand Draft dischargeable/payable at Kolkata in favour of West Bengal Tourism Development Corporation Ltd. I/We note, will not bear any interest and is subject to forfeiture solely at The West Bengal Tourism Development Corporation Ltd. is submitted by us shall be liable to be forfeited as per discretion of the competent authority.

5. I/We shall extend all co-operations and facilities to carry out some other works as regard to the subject vessel and for this we shall not charge anything extra cost for extending such facilities.

6. In the event of 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.

7. I/We agree that you have the sole authority to accept/ reject any tender without assigning any reason thereof and the same will not attract any legal obligation on your part.

8. Name of partners / directors of our firm :

i)

ii)

iii)

iv)

Yours faithfully,

Signature with Seal and date: …….....

Designation……..

Name ……

Address……..

……

SECTION – IV

AGREEMENT

The vessel will be formally handed over to the contractor on signing the Agreement. The contractor shall be responsible for safety and working readiness of the vessel and its parts and fittings till such time when the vessel is handed back to WBTDCL. Acceptance signed by the authorized officer only shall relieve the contractor of his responsibility.

After the expiry of the contract, the contractor will hand over the vessel to WBTDCL in the same working conditions and with the same items of spares and equipment as received during the commencement operation except for normal wear and tear and any other consumption which has been certified by the authorized officer of WBTDCL.

The Secretary to the Govt. of West Bengal, Tourism Department or his nominated Govt. officer shall be sole arbitrator for any dispute arising out of this agreement and his decision shall be final and finding on both the parties

SECTION – V

GENERAL TERMS & CONDITIONS

2. **Interpretation of Terms:**

   In the contract and specifications the following words and expressions shall have the following meanings:

   THE VESSEL – The Vessel means M.V.Sarbajaya (Partly A.C.)

   DAY – Means duration of 24 hours commencing at 0.00 hrs midnight till 24.00 hrs and includes Sundays and Holidays.

   WBTDCL – Means West Bengal Tourism Development Corporation Limited.

   MD – Means the Managing Director of WBTDCL or his successors and assigns in office.

9. **MD, WBTDCL** from time to time may authorize in writing, any person or persons to be named by him in this behalf to exercise such of his powers, authorities and discretions under this contract as he may think fit and proper and the contractors shall recognize, honour and give necessary assistance to such authority in all respects.
10. **Contract to include execution and supply of all works matters and things required for due performance of the contract:**

    The scope of work shall be accepted by the operators as sufficient generally for the manning, operation and maintenance of the vessel and other works matters and things comprised in this contract shall be deemed to comprised in this contract. Contractor shall execute all works and find and supply all persons and things as per directions and to the satisfaction of the MD, WBTDCL, and contractor shall not be entitled to any payment or allowance whatsoever in respect thereof. The contractor is not allowed to appoint an sub-contractor to discharge duties and obligation originally assigned by WBTDCL to the contractor.

11. The contractor is required to pay all legal dues to the operating personnel engaged by him, as per the laws in force. The relevant acts which are to be complied with in this connection are contract labour (Regulation & Abolition) Act 1979, P,F, Act 1952, Bonus Act 1965, ESI Act1948 & Gratuity Act 1972.

12. The minimum wages paid to the contact operating personnel shall be in conformity with the Govt`s direction in this regard,
13. In the event of failure of the contract or to pay to the contract operating personnel his legal dues WBTDCL will reserves the right to deduct such due, from monthly bill/ retention money/security deposit of the contractor and arrange reimbursement to the concerned operating personnel,
14. The bidder must have own ESI Code No, P,F, A/c No and the same have to indicate in techno commercial bid. The deposit receipts are to be shown/submitted to WBTDCL during processing of monthly bills.
15. WBTDCL reserves the rights to cancel the work order any time in case of poor or unsatisfactory work/ operation of vessel and get the work done through other agency at the risk responsibility and cost of the contractor.

9. **Operating Personnel:**

Contractor should submit a list of operating personnel with details viz.. Name, Designation, Individual Date of Birth, Present and Permanent Address, Academic & technical qualifications along with requisite certificates, proof of experience in operating steel hull tourist vessel at least 3 years. MD WBTDCL, reserves the right to accept or not to accept any or all operating personnel without assigning any reason .If MD reject the whole or part list, the contractor shall have to submit a fresh list duly approved by the MD. Contractor should issue operating personnel to the all Identity card with photograph signed by the ID holder, duly countersigned by the contractor and the competent authority of WBTDCL (one copy of such ID shall be kept in the custody of WBTDCL) to the all operating personnel.

The contractor shall be responsible for enforcing that all personnel attached to the operation of the vessel shall always be in clean & proper uniforms with respective ID Card hanging on the chest of every personnel during the operation of the same in such manner that all tourists can see & read it. Violation of such norm by the contractor shall invite penal action whatsoever as decided by the WBTDCL which may even result in termination of the contract and the contractor shall have to abide by such decisions of the WBTDCL in the Tenderers are notified that WBTDC Ltd. shall evaluate the tender from such submissions. Offers / submissions found inadequate or irrelevant may lead to cancellation of the tender.

10. The successful tenderer shall be required to produce on demand the original certificates of current sale tax, income tax, provident fund, e,s,i, p,tax service tax. and other requisite certificates which are required for marine operation and maintenance of tourist vessel for inspection before placement of order.

11.Confirmation to the affect that the terms of the payment are acceptable to the tenderer.

12. The price in duplicate in Indian rupees, in the format confirm will be the only content in sealed second cover. If any conditions are indicated in the price bid or if any deviations

whatsoever from the accepted format are found in the second cover then the tender is liable to be rejected.

13. The successful tenderer will be required to sign an agreement with WBTDC Ltd. on the basis of frozen and finalized the terms & conditions of the work.

14. One authorized representative of the each tenderer will be allowed to attend tender meeting. All such representatives of tenderers must carry appropriate letters of authorization. The MD, WBTDC Ltd. will not deal with any agents whatsoever. The tenderer must give a written undertaking in the first cover that they are not paying and could not pay any commission in any form to any agent on account of this tender.

15. No correspondence from the tenderers will be entertained on the tender after opening of the price bid.

16. WBTDC Ltd. reserve the right to ask any or all tenderer, who have submitted their price quotations, a breakup of their submitted offer with adequate justification to established the veracity of each sub divided component. Tenderer to confirm in writing in the form of tender. If necessary WBTDC Ltd. may ask for such a break up of quoted price further. The agency will be duty bound to do so, failing which or if their justification of prices are found to be unacceptable their tender may be unilaterally cancelled.

17. The successful tenderer must maintain the vessel in good condition and in the event of any damage due to mishandling by the operator the WBTDCL will have full right to recover their compensation.

18. Managing director, WBTDC Ltd. does not bind himself to accept the lowest or any offer/ tender or part thereof, and reserve the right to accept or not to accept any or all of the tenders either in whole or in part without assigning any reason whatsoever.

19. The contractor should maintain adequate number of crew in their pay roll so that leave an exigencies can be accommodated by the contractor. Additional man power in any category of the crew, if required, for proper and smooth operation of the vessel at any time during the currency of the contract, the contractor will be responsible for supplying the same on payment of mutually agreed rates there is any programmed, etc. to be organized on board by WBTDC full strength of crew shall have to be provided.

The crew shall have valid certificates. The contractor will be required to produce the Xerox copies of such certificates to WBTDC. The contractor shall obtained written permission from the competent authority for operation of the vessel within the jurisdiction of inland waters with the personnel to be deployed by him.

20. **Watchman :**

When the vessel is berthed or moored the safety of the vessel is to be ensure by the crew or by employing security personnel if necessary.

21. **Liaison Manager:**

A Liaison Officer deployed by the contractor for interacting/ communicating between WBTDC Ltd./ the vessel and other concerned officers at HO and such liaison officer shall have contact mobile phone with residential telephone facility. He should be a person having experience in the field of marine operations.

22. **The vessel is to be manned as per the following manner** :

During "Tourist Season" i,e, October to April the vessel should be manned by :

7. 1 No 2nd class inland master (in charge)
8. 1 No 3rd class master
9. 1No 1st class driver
10. 1 No 2nd class driver
11. 4 Nos deck hand
12. 1 No Manager with adequate minimum 5 years experience in the Sunderbans Tour by luxury steel hull tourist vessel with ability to speak in English and/or other foreign language/s To be present on vessel during tours.

During " Lean Season i,e, May to September the vessel should be manned by:

5. 1 No 2nd class Inland Master (In Charge)
6. 1 No 1st class driver
7. 1 No 3rd class master
8. 1 No deck hand

. 23. **Key information about the tender, highlighting :**

1.Experience for operating the tourist vessel with steel hull having office in & around Kolkata & Howrah is required.

8. Professionally qualified and experienced managerial & Supervisory set up which will be used for carrying out the schedule work is required. Necessary bio-data of those officials to be submitted during submission of tender.
9. Graded list indicating certification/ qualification & total number of officers and staff to be deployed exclusively for this work. Managerial / Supervisory staff looking after multiple duties may not be included in this list.
10. The intending tenderer have to clarify how control of the vessel will be exercised and infrastructure to be maintained at berthing site of the vessel. The intending

tenderer have to indicate clearly how the vessel is to be maintained on a regular basis as also during annual layoff / surveys.

11. The intending tenderer have to indicate clearly how the vessel is to be maintained on a regular basis as also during annual lay off/ surveys.
12. How bunkering and supply logistics are to be carried out.
13. Any other information deemed necessary by the bidder to execute the scope of work.

SECTION - VI

6. Scope of Work:

a) General

viii. The vessel is primarily a tourist vessel having good overnight staying facility for the tourists on board. The vessel is generally deployed for providing tourist services like, conducted package tours of different types in the sundarbans and in the Hooghly, Chattered trips, holding on board meetings / conferences etc. and such other tourist services as would be deemed appropriate by the management of WBTDC Ltd. from time to time.

Normally the vessel will be put to tourist service at the Sundarbans during the months from October to May and will be anchored at Sonakhali / Basanti in the district of South 24 Parganas between trips on the river. This period may be turned as "Tourist season".

During the months may to September the vessel will be generally anchored at Outram Ghat at jetty no. II,/ Babughat Jetty Kolkata or any other jetty and may be used for tourist services on demand. It is the time when annual survey of the vessel and necessary repair/ maintenance works has to be carried out. This period may be termed as " Lean season". WBTDC Ltd. proposes to man the vessel with skeletal set up having lesser no. of crew members as described hereinabove during the period. However the vessels may be used for tourist services on demand.

ix. The Operational contractor has to man, maintain and operate the vessel as per directives of MD, WBTDC Ltd. or authorized officer. The contractor will be responsible for servicing of the machinery, general maintenance, routine maintenance, survey and running repair of the vessel. For this a tripartite agreement which has bearing on the agreement between main contractor and WBTDC Ltd. may be made with the original equipment manufactures (OEM) / authorized service agents for the annual maintenance of the principal machinery such as main engines, Gear box, DG Set etc.

The service personnel of the original equipments manufactured / authorized service agents have to attend the vessel either at the Sundarbans or in Kolkata or any other convenient place on river Hooghly. The service personnel of the OEM / service agent may have to attend the machinery on board the vessel at stream if required. It will be

the responsibility of the main contractor to make arrangement for boarding and unboarding the service personnel on the vessel when at mid stream. This is to be reflected in the tripartite agreement, if any.

x. The contractor has to ensure for operating the vessel with competent engineer / inland master and crew as per statutory requirement of I.W.T. Directorate for entire period of the currency of the contract.

xi. The crew member/ watchman shall be in proper uniform while on duty. Food & other facilities as per labour & marine law for the crew shall be arranged by the contractor.

xii. The vessel shall be under the operational command of the MD, WBTDC Ltd. or his authorized representative and the contractor shall be bound to carry out any legal and feasible operation ordered by the MD, WBTDC LTD. / authorised officer.

xiii. The vessel may have to ply in the river, canal and delta of the Sundarbans and estuary at any time during day or night within the permissible plying limits.

xiv. The vessel shall be made ready, by master for operations within one hour of receiving appropriate order from the authorized officer.

c. **Repair & Maintenance**:

All cost of running, repairs & maintenance and general upkeepment should be borne by the contractor. Vessel should always be in tip top and good running conditions. Regular spot painting works throughout the year is compulsory. Cost of such painting work should be borne by contractor. The nature of repairs will be assessed whether a minor or major on depending on the following criteria.

All repairs whose aggregate cost does not exceed Rs. 2000/- only per month for the vessel shall be deemed as minor work.

The agency will take up the major repair works only after prior approval WBTDC Ltd. the cost of major repair will be reimburse by WBTDC Ltd. the contractor should submit separate Xerox copies of all repairs and maintenance bill including labor charges in both cases (Minor & Major repair works), if any replacement of any spare parts by the contractor is done he should submit the name of the spare parts, manufacturer of the spare parts , sl no. ,warranty of the spare parts if any. Servicing of main engine should be done by the contractor in every 300 hrs. run in front of authorized official of WBTDC Ltd and this work should be done by the authorized sales and service agent of the manufacturer. The agency must intimate the WBTDC Ltd after completion of every 250 hr run. The payment of such work will be borne by WBTDC Ltd. The contractor should place the vessel at the end of pick season for annual survey in tiptop good running condition. After placement of vessel for annual survey the cost of all repairs and maintenance will be borne by WBTDC Ltd as per recommendation of the surveyor of the IWT. Necessary cost relating to all certificate viz. certificates for BLC, insurance and any other certificate except survey certificate which are necessary for running the vessel/s should be borne by the contractor.

WBTDC will pay only monthly rate, hourly rate that is cruising and non-cruising hours at the time of operation and operation as accepted by the WBTDC. WBTDC shall not pay any other amount like carrying water, placement of vessel due to tide water etc. The management of WBTDC shall always be at liberty to inspect the vessel at any time of its choice and suggest repair/ replacement of any parts or any fittings whatsoever, to the contractor and the contractor shall always be responsible for satisfactory repair/ replacement of such parts/ fitting(s) as the case may be immediately or within the time frame fixed by the management of WBTDC. Unsatisfactory work and / delayed work shall invite penal action (s) whatsoever decided by the WBTDC and the contractor shall abide by such decision (s) to the WBTDC in letter and spirit.

d. **Consumable stores**:

All running stores, consumable and miscellaneous items, including bulb, fuses, cotton rags, waste cotton, soap, phenol, freshener, pesticide etc. will have to be provided by the contractors.

e. **Log Book:**

The successful tenderer has to maintain a daily log book for the vessel. All particulars of the vessel including movement of the vessel, engines important parameter, spare used, sub contractor deployed, fuel oil and lube oil consume/ bunkered etc. to be log daily and to be signed by the manager in charge/ master of the vessel and same will be checked and counter signed by WBTDC representative. A monthly log abstract is to be prepared mentioning all above stated important parameter duly signed by the manager in charge/ master of the vessel and same to be submitted with the monthly bill without which no payment will be released. The daily log book to be retained on board / office and same should be produced on demand.

The successful tenderer at their cost will print sufficient no. of log book and log abstract as per WBTDC approved format and these are to be kept on board.

f. **Kitchen:**

The vessel hold has large space with equipment viz. cooking appliances, hot plate, wash up area etc. which form the kitchen unit. This space should be hygienically maintained and the upkeep standard should be high. After each cruise the space should be disinfected, cleaned, the garbage removed and free from pests, insects & rodents.

g. **General upkeep :**

The entire vessel should be prepared thoroughly before commencement of any crews/ safari/ chartered trips. All the bathroom should be odor free, hygienic and insect free. All the public areas should also be spotlessly clean. The necessary required deodorants disinfectants pesticide, toilet soap, naphthalene balls etc, are to be supplied and use for such purpose at the cost of contractor.

g) House keeping:

The vessel have a linen store for storing bed sheets, pillow cases, blankets, pillows, towel (bath & hand) for the purpose of bed making of 42 sleeper berths. Stock of such items along with other housekeeping/ furniture viz. chair, tables, flower vases ashtrays, waste paper baskets, crockery & catering utensils/ articles/ items should also be mentioned. Before commencement of each trip the arrangement / placement of these items are to be meticulously performed. After every use the linen should be laundered and stored. Reuse of state linen is absolutely forbidden. The cost is to be borne by the contractor for such washing, upkeep etc. for the aforesaid items.

k. **Tourist handling:**

The crew on board will be handling high profile foreign and domestic tourist and VIP's and as such the crew member should be well mannered polite conductor. Tourist comment register should be kept on board for registering comments/ suggestions/ complains.

m. **Fuel & lubricants :**

Fuel and lubricants of appropriate grade for M.E., Gear box, A/E, steering system etc. shall be taken / store on board at regular intervals by the contractor. The replenishment shall be so arranged that it does not affect the normal operating of vessel. Only the appropriate grade/ quality of fuel and lubricants shall be used, WBTDCL at their discretion may send the representative to over see/ supervise the bunkering process. The contractor should give adequate notice in this regards. All costs of fuel, lubricants and consumable are to be borne by the contractor. . WBTDCL at its discretion may send the same of POL for testing. All cost of POL, consumable and laboratory fess for POL testing are to be borne by the contractor. If it is found that contractor has not use the said standard fuel and lubricants, the WBTDC shall be at liberty to take any penal action as it may deemed fit against the contractor and the contractor shall have to accept the same.

n. **Duration of the contract:**

This contract will be for 24 (Twenty four) months only but it may be extended further provided performances including service, maintenance, operation etc. of the contractor are found to be fully satisfactory to the management of WBTDC during the contract period. The terms for such extended period may be fixed on mutually negotiation.

The personnel to be deployed for such operation shall have to stand for an interview by the management of WBTDC. In case of any necessity, particularly in the event of receipt of any complaint regarding inefficient operation of the vessel/s. The decision of the management of WBTDC regarding the suitability of such personnel shall be final and binding on the contractor.

m) Operational mode & charges :

The vessel shall be ready for operation for 24 hours.

In operation mode

The vessel shall be deemed to be in operation mode from the point of time and the Main Engines are started as per order described above till such time the main engines are stopped.

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 one hour notice.

Idle Time

Wherein the contractor is unable to make available the vessel in “standby mode” for at least twelve hours continuously in a day then the vessel shall be deemed to be idle for that day.

Cruising Speed:

During all cruises the vessel is to be always operated at optimum speed and reasonableness of the total time taken for any particular tour is to be judged by the officers of WBTDC Ltd. and their decision in this respect will be final binding.

n) Accrual of charges

The contractual charges are inclusive of all the expenses connected to manning, operation, all lubricating oil, general maintenance, routine maintenance, insurance, b.l,c painting, testing, shore lodging and fooding and transportation for I.W.T. Surveyor, crew and officers and also any other contractual obligations. The charges shall accrue to the contractor at the rates quoted by him and accepted by WBTDC Ltd. in the following manner.

Monthly Rates:

These charges shall be paid for each month the vessel is on standby mode described above.

Hourly Rates:

Cruising Hour : This rate shall be paid over and above the monthly rate for the period in which vessel is in operation mode.

Non- Cruising Hour : During Tours, even when the vessel is in Standby mode, the DG sets are required to be in running condition for the services of the tourists on board. A separate rate will be allowed to the contractor for such hours.

However in the event WBTDC supplies the fuel oil these rates are not chargeable.

The contractor shall not be eligible for any charges far a day deemed as idle.

Variation in the cost of fuel :

o. No escalation for the variation in the cost of fuel.
Rates offered by the contractor should be firm and valid for the entire period of contract. There shall be no variation in the rates for any increase / decrease in the price of fuel/ lubricants or any other consumable whatsoever.

p. **Deduction & Penalties:**

WBTDC will not pay any of the scheduled rates and further will deduct a sum equivalent to double the daily rate (calculate pro rata on the basis of the applicable monthly rate) for each day of default if the vessel is not available in standby mode during the currency of the contract. Managing Director, WBTDC Ltd. may waive the penalty if he is satisfied that the reason for the default were beyond the control of the contractor. However, if prior permissions taken for decommissioning the vessel for repair and maintenance and approved schedules thereof are complied with by the contractor, then no deductions will be made nor penalties imposed for non-performance for the vessel during such period.

q. **certificates, Insurance & Survey:**

The contractor shall be responsible for obtaining valid statutory classification or any other certificates as necessary for plying the vessel during tourist season.

All necessary survey certificates are available with WBTDC Ltd., the copy of which will be handed over to the successful tenderer. It will be the duty of the contractor to keep all the certificates valid and updated as and when required. WBTDC Ltd. has the authority for the postponing / preopening of any survey item as and when necessary.

The successful bidder will be required to carry out all the liaison work with the insurance as per WBTDC Ltd. directives if so desire. In the event WBTDC Ltd. so decide, the insurance premium will directly be released to the insurance company against the agreed pro forma raised by the insurance company.

The insurance for the person deployed on board to be taken by the successful tenderer and the documentary proof for the same to be submitted to WBTDC Ltd. before any claim or payment is made.

v. Law of the land:

All relevant rules and regulation regarding trade union, labour, marine and pollution control have to be complied with by the contractor at their own cost. WBTDC Ltd. shall be liberty to deduct appropriate amount from the pending bills of the contractor in case the contractor fails to comply with the relevant rules & regulations and consequential damages are to be borne by WBTDC Ltd.

w. Payment:

The contractor will be paid on monthly basis. He has to submit his bill/ invoice for a month within the 10th day of the next month along with the certified log book extract and bills of repair, if any, duly certified by the master & driver of the vessel together with the supporting document, the deposit receipt of ESI,P.F & a Monthly wages payment certificate duly signed by all operating personnel of the vessel.

For Sundarbans tour of 2 days- 1 night trip WBTDCL will pay an amount equivalent to maximum of 10 (Ten) hours cruising charges for via Dobanki , & 11.30 (Eleven & half) hours via Netidhopani instead of Dobanki, similarly WBTDC will also pay an equivalent to maximum18(Eighteen) hours cruising charges for 3 days – 2 nights Sunderban tour for via Dobanki & 19.30(Nineteen & half) hours for via Netidhopani instead of Dobanki. Regarding non-cruising hours during such tours WBTDCL will pay the equivalent to actual hours of such non-cruise. If cruising hours exceed the above mentioned stipulated time WBTDCL will not pay any amount for excess cruising hour. However, the management of WBTDCL may consider excess cruising hours, if so happens, for the reasons of beyond control of the operation.

Sunderban tour itineraries:

1 Night 2Days tour : Ex Sonakhali-Sudhyanyokhali-Sjnekhali-Netidhopani/Dobanki-Sonakhali.
2Nights 3Days tour : Ex Sonakhali-Sudhyanyokhali-Sjnekhali-Jhinakhali-Buridhabri-Sajnekhali-Netidhopani/Dobanki-Sonakhali.

WBTDC will endeavor to pay authentic and correct bills within 30 days from the date of submission.

x. Ownership:

Handing over the vessel for operation & maintenance does not imply any transfer of ownership. WBTDC Ltd. will remain the rightful owner of the vessel in all respects.

In case of any damage to any of WBTDC's assets, including to the M.V. Sarbajaya by deemed of mishandling of this craft by the contractor or his crew, then the same shall be repaired renewed to predamaged status by the contractor forthwith. In case such damages are not repaired/ renewed by the contractor, the Managing Director, WBTDC Ltd shall have the rights to get the same done by whatever means found appropriate and the costs for the same shall be recovered the dues of the contractor.

y. Right to terminate:

Managing Director, WBTDC Ltd retains the rights to terminate the contract anytime during the currency of the contract on non-performance and violation of terms & conditions by the contractor as per provisions of this documents with 15 (Fifteen) days notice.

PART -- II

PRICE BID

NAME OF THE VESSEL M.V. SARBAJAYA

1.MONTHLY RATE

a. During tourist season (October to April) Rs. Per month

b. During lean season (May to September) Rs. Per month

Total Amount Rs. Per year

Rupees in word ……....
…….

1.HOURLY RATES (Operation including all expenses thereof) :

c. Cruising Hour : Rs. Per hour
d. Non- Cruising Hour : Rs. Per hour

CONDITIONS:
1.The quoted rate inclusive of all operational expenditure, taxes etc as mentioned in Tender Document.
2. The tender will be evaluated on the basis of Gross Amount taking Monthly Rate for 24 months and Hourly Rates for 3000 Hours of cruising and 3600 Hours of Non-Cruising.

Signature of the tenderer

(seal)

Place: Kolkata
Dated :

PART -- I

TENDER DOCUMENT

FOR

MANNING, OPERATION & MAINTENANCE

OF

TOURIST VESSEL M V SUMANGAL

Name And Address Of Tenderer :

WEST BENGAL TOURISM DEVELOPMENT CORPORATION LIMITED
HEMANTA BHAVAN12, B.B.D.BAG (EAST) 4 th Floor
KOLKATA – 700 001

West Bengal Tourism Development Corporation Limited

SECTION - I

Sealed Tenders are invited in duplicate by the Managing Director, West Bengal Tourism Development Corporation Ltd (WBTDCL), from resourceful firms having knowledge about Tourist Vessel for 24 (Twenty four) months under mentioned work as per the terms and conditions mentioned in this Tender Document :

c) **Name of work : Manning , Operation & Maintenance Of M.V.Sumangal (A.C.)**

b) **Duration Period of Contract :** 24(Twenty Four) months

c) **Earnest Money** : **Rs. 10,000.00** (Rupees Ten Thousand) only crossed demand draft dischargeable / payable at Kolkata and drawn in favour of "***West Bengal Tourism Development Corporation Ltd.***"Tenders without Earnest Money will be rejected.EMD will be refunded to the unsuccessful tenders without any interest as soon as possible after award of the contract.

d) **Cost of Tender Document:** Tender documents may be purchased on payment of non-refundable and non-adjustable amount of **Rs 1000/- (Rupees one thousand) only, per document,** payable in **Cash Only.**

e) **Availability of Tender Document** :

West Bengal Tourism Development Corporation Ltd.

Hemanta Bhavan, 12, B.B.D.Bag (E) 4th floor Kolkata 700 001

f) **Sale of Tender: From 12/09/2012 to 19/09/2012**

Interested parties may apply to the office of WBTDCL at Hemanta Bhavan, 4th floor, 12, B.B.D. Bag.(E) kolkata-700 001, on any working day between 30th August,2012 to 14th September,2012 between11.00 AM to 4.00 PM with self attested requisites documents as given below and in the tender document. Only prequalified bidders shall be invited to purchase the tender document and will be participate in the main bid.

g) **Last Date for Sale of Tender Document: 19/09/2012 till 16.00 Hrs.** No tender document will be available for sale after the expiry of scheduled date and time.

h) **Last Date and Time of Submission of Tender:** 21/**09/2012, 13.00 Hrs.** No tender document will be accepted after the expiry of the schedule date &time.

i) **Time and Date of opening: 14.30 hrs**. On 21/**09/2012** in presence of intending Tenderers.

j) **Tender to be Addressed to** : ***Managing Director***

West Bengal Tourism Development Corporation Ltd.

Hemanta Bhavan, 12, BBD Bag(E)4th Floor Kolkata - 700 001

k) **Validity of Tenders** : **24(Twenty four) months** from the date of execution of work.

l) The successful tederer should provide requisite manpower for manning operation of the vessel by 01.10.2012 failing which the EMD will be forfeited..

m) **Retention Money:** Retention Money @ 10% of the monthly charges will be deducted from the monthly bills of the contractor. The same will be refunded without any interest after six months from the expiry of the contract. While refunding the Retention Money to the contractor, WBTDCL will be liberty to recover all its outstanding dues/claims etc without making any further reference.

n) Delay in submission of tender arising due to postal or any other irregularities at any Stage will not be considered. The West Bengal Tourism Development Corporation Ltd. will not be responsible for any damage in transit in case of postal delivery / delivery through courier service.

o) The acceptance of tender will rest with the Managing Director, West Bengal Tourism Development Corporation Ltd., who does not bind himself to accept any or all tenders and reserves to himself the right to reject any or all the tenders received without assigning any reason/s thereof.

p) Minimum Qualification required for bidding:

Average annual financial turnover, during last 3 years of Rs.20 Lacs.

Bank Solvency Certificate of Rs.5 Lacs.

For West Bengal Tourism Development Corporation

Copy :

1. Office Notice Board
2. Website.

SECTION – II

GENERAL RULES AND INSTRUCTIONFOR THE GUIDANCE OF TENDERER

Tenders are hereby invited on behalf of *The Managing Director, West Bengal Tourism Development Corporation Ltd., Hemanta Bhavan, 12, BBD Bag(E), 4th floor, Kolkata-700001 as regard to the operation ,manning & maintenance of the vessel M.V. Sumangal*

2. Tender Document consisting of the following :

PART -I

i) Tender Notice
ii) General rules and instructions for the Guidance of Tenderers
iii) Form of tender
iv) Agreement
v) General Terms & Conditions
vi) Scope of work

PART-II

vii) Format of Price Bid.
viii) The Vessel will be available for inspection at Kolkata.
ix) Tenders in duplicate should be placed
in sealed cover addressed to The Managing Director, West Bengal Tourism Development Corporation Ltd., Hemanta Bhavan, 4th floor,12, BBD Bag(E), Kolkata-700001., with the name of the work written on the envelopes and submitted at the above office.

2. Both the sealed covers, marked ORIGINAL & DUPLICATE, shall contain two separate sealed covers super scribed with Part - I and Part-II containing the documents as under :

Part– I : The **Tender Document duly signed and stamped on all pages** with Covering Letter, Earnest Money, Copies of valid Sales Tax ,Income Tax (Pan Card), Service Tax & VAT,P Tax Provident Fund &ESI Certificates & Current deposit receipts, Last 3 years `audited balance sheet Bank Solvency Certificate, Credentials in support of experience in marine matter, List of operating Persons along with their requisite certificates **etc. All documents including are to be signed and stamped.**

Part– II : The **Tender Document duly signed and stamped on all pages**, with the **quoted offer** to execute the work. Any condition stipulated in Part-II will not be accepted. Conditional rebates, if any given in Part-II, shall also be treated as conditional and the tender will be liable to be rejected.

3. **Part-I** will be opened on 21**/09/2012** at **14.30 hrs**. in presence of intending Tenderers.
The tenderers may also depute their authorised one representative to be present at the time of opening Part II, which will be opened after verification of submissions made in Part – I, which might also necessitate withdrawal of conditions and its financial impact on the tendered sum, if any. Part – II of tenders will be treated as informal in case submissions in Part – I are found to be not in order. Informal tenders will not be opened. Financial bid will be opened only for those firms which had qualified in terms of technical evaluation.

4. The tenderers should **quote in figures as well as in words the rates** tendered by them.
The language for filling tender documents shall be in English. Any **correction shall be attested by the initials** of the tenderers **with the seal** of the firm. In case any discrepancy/ difference is found on checking between rate quoted by the Contractor in words and figures, the rate which corresponds to that written in figure shall be taken as correct.

5. The Contractor, whose tender is accepted the EMD will be transferred as additional security deposit and it will be refunded without any interest after six months from the date of expiry of contract

6. The acceptance of a tender will rest with The Managing Director, West Bengal Tourism Development Corporation Ltd., Hemanta Bhavan, 12, BBD Bag, 4th. floor, Kolkata- 700 001, who does not bind itself to accept any tender and reserves to itself the right to reject any or all the tenders received without assignment of any reason. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.

7. Canvassing in connection with tenders is strictly prohibited and tenders submitted by the contractors who resort to canvassing will be liable to rejection.

8. On acceptance of the tender, the name of the accredited representative(s) of the Contractor who would be responsible for taking instructions from the Employer shall be communicated to the Employer..

9. It will be obligatory on the part of the tenderer to tender and sign the tender documents for all the component parts and that, after the work is awarded, he will have to enter into an agreement for each component with the Employer.

10. The Earnest Money Deposit of the Contractor whose tender is accepted shall be forfeited in full in case he does not start the work by the stipulated date mentioned in the letter of award.

11.. Earnest Money in the form of by crossed Demand Draft dischargeable/payable at Kolkata and drawn in favour of West Bengal Tourism Development Corporation Ltd., must accompany Part – I(original) submission of tender. Earnest Money in any form other than mentioned above is not acceptable.

12. Final evaluation of the Price Bid and comparison of offers and recommendations concerning the award of contract shall be made by the Tender Acceptance Committee (TAC). None of the tenderer/representative of the tenderer would be allowed to remain present at the time of evaluation by TAC.

13. To assist in evaluation of the offer, WBTDCL may ask the tenderer individually in writing for clarification of their offer including breakup of cost, reasons in case of very high / low offers. The response shall also have to be in writing.

14. WBTDCL does not bind himself to accept and award the work to the lowest Tenderer. Job may be awarded to L2/L3 tenderer considering resourcefulness, higher experience, Capability, reliability, credentials, overall performance record for prior jobs with WBTDCL or any other Government Organisations.

SECTION – III

FORM OF TENDER

The Managing Director

West Bengal Tourism Development Corporation Ltd.
Hemanta Bhavan, 4th floor,12, BBD Bag (E)
Kolkata - 700 001

Dear Sir (s),

Re : Manning, operation & Maintenance of vessel M.V. Sumangal (A.C.)

1. I/We M/S…….. refer to the tender notice issued by The West Bengal Tourism Development Corporation Ltd. in connection with the above work.

2. I/We do hereby offer to perform, provide, execute, complete and maintain the work in conformity with terms & conditions of contract, specifications as mentioned in the Tender Document.

3. I/We have satisfied myself / ourselves as to the site conditions, examined and all aspects of the tender conditions. Subject to above, I/We do hereby agree, should this tender be accepted in whole.

a) Abide by and fulfill all the terms and provisions of the said conditions annexed hereto :

4. I/We have deposited earnest money of **Rs. 10,000.00 (Rupees Ten Thousand only)** drawn on…….bearing no…….dtd…… in the form of crossed Demand Draft dischargeable/payable at Kolkata in favour of West Bengal Tourism Development Corporation Ltd. I/We note, will not bear any interest and is subject to forfeiture solely at The West Bengal Tourism Development Corporation Ltd. is submitted by us shall be liable to be forfeited as per discretion of the competent authority.

5. I/We shall extend all co-operations and facilities to carry out some other works as regard to the subject vessel and for this we shall not charge anything extra cost for extending such facilities.

6. In the event of 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.

7. I/We agree that you have the sole authority to accept/ reject any tender without assigning any reason thereof and the same will not attract any legal obligation on your part.

8. Name of partners / directors of our firm :

i)

ii)

iii)

iv)

Yours faithfully,

Signature with Seal and date: …….....

Designation……..

Name ……

Address……..

……

SECTION – IV

AGREEMENT

The vessel will be formally handed over to the contractor on signing the Agreement. The contractor shall be responsible for safety and working readiness of the vessel and its parts and fittings till such time when the vessel is handed back to WBTDCL. Acceptance signed by the authorized officer only shall relieve the contractor of his responsibility.

After the expiry of the contract, the contractor will hand over the vessel to WBTDCL in the same working conditions and with the same items of spares and equipment as received during the commencement operation except for normal wear and tear and any other consumption which has been certified by the authorized officer of WBTDCL.

The Secretary to the Govt. of West Bengal, Tourism Department or his nominated Govt. officer shall be sole arbitrator for any dispute arising out of this agreement and his decision shall be final and finding on both the parties

SECTION – V

GENERAL TERMS & CONDITIONS

3. **Interpretation of Terms:**

In the contract and specifications the following words and expressions shall have the following meanings:

THE VESSEL – The Vessel means M.V.Sumangal (A.C.)

DAY – Means duration of 24 hours commencing at 0.00 hrs midnight till 24.00 hrs and includes Sundays and Holidays.

WBTDCL – Means West Bengal Tourism Development Corporation Limited.

MD – Means the Managing Director of WBTDCL or his successors and assigns in office.

16. **MD, WBTDCL** from time to time may authorize in writing, any person or persons to be named by him in this behalf to exercise such of his powers, authorities and discretions under this contract as he may think fit and proper and the contractors shall recognize, honour and give necessary assistance to such authority in all respects.
17. **Contract to include execution and supply of all works matters and things required for due performance of the contract:**

    The scope of work shall be accepted by the operators as sufficient generally for the manning, operation and maintenance of the vessel and other works matters and things comprised in this contract shall be deemed to comprised in this contract. Contractor shall execute all works and find and supply all persons and things as per directions and to the satisfaction of the MD, WBTDCL, and contractor shall not be entitled to any payment or allowance whatsoever in respect thereof. The contractor is not allowed to appoint an sub-contractor to discharge duties and obligation originally assigned by WBTDCL to the contractor.

18. The contractor is required to pay all legal dues to the operating personnel engaged by him, as per the laws in force. The relevant acts which are to be complied with in this connection are contract labour (Regulation & Abolition) Act 1979, P,F, Act 1952, Bonus Act 1965, ESI Act1948 & Gratuity Act 1972.
19. The minimum wages paid to the contact operating personnel shall be in conformity with the Govt`s direction in this regard,
20. In the event of failure of the contract or to pay to the contract operating personnel his legal dues WBTDCL will reserves the right to deduct such due, from monthly bill/ retention money/security deposit of the contractor and arrange reimbursement to the concerned operating personnel,
21. The bidder must have own ESI Code No, P,F, A/c No and the same have to indicate in techno commercial bid. The deposit receipts are to be shown/submitted to WBTDCL during processing of monthly bills.
22. WBTDCL reserves the rights to cancel the work order any time in case of poor or unsatisfactory work/ operation of vessel and get the work done through other agency at the risk responsibility and cost of the contractor.

9. **Operating Personnel:**

Contractor should submit a list of operating personnel with details viz.. Name, Designation, Individual Date of Birth, Present and Permanent Address, Academic & technical qualifications along with requisite certificates, proof of experience in operating steel hull tourist vessel at least 3 years. MD WBTDCL, reserves the right to accept or not to accept any or all operating personnel without assigning any reason .If MD reject the whole or part list, the contractor shall have to submit a fresh list duly approved by the MD. Contractor should issue operating personnel to the all Identity card with photograph signed by the ID holder, duly countersigned by the contractor and the competent authority of WBTDCL (one copy of such ID shall be kept in the custody of WBTDCL) to the all operating personnel.

The contractor shall be responsible for enforcing that all personnel attached to the operation of the vessel shall always be in clean & proper uniforms with respective ID Card hanging on the chest of every personnel during the operation of the same in such manner that all tourists can see & read it. Violation of such norm by the contractor shall invite penal action whatsoever as decided by the WBTDCL which may even result in termination of the contract and the contractor shall have to abide by such decisions of the WBTDCL in the Tenderers are notified that WBTDC Ltd. shall evaluate the tender from such submissions. Offers / submissions found inadequate or irrelevant may lead to cancellation of the tender.

10. The successful tenderer shall be required to produce on demand the original certificates of current sale tax, income tax, provident fund, e,s,i, p,tax service tax. and other requisite certificates which are required for marine operation and maintenance of tourist vessel for inspection before placement of order.

11.Confirmation to the affect that the terms of the payment are acceptable to the tenderer.

12. The price in duplicate in Indian rupees, in the format confirm will be the only content in sealed second cover. If any conditions are indicated in the price bid or if any deviations whatsoever from the accepted format are found in the second cover then the tender is liable to be rejected.

13. The successful tenderer will be required to sign an agreement with WBTDC Ltd. on the basis of frozen and finalized the terms & conditions of the work.

14. One authorized representative of the each tenderer will be allowed to attend tender meeting. All such representatives of tenderers must carry appropriate letters of authorization. The MD, WBTDC Ltd. will not deal with any agents whatsoever. The tenderer must give a written undertaking in the first cover that they are not paying and could not pay any commission in any form to any agent on account of this tender.

15. No correspondence from the tenderers will be entertained on the tender after opening of the price bid.

16. WBTDC Ltd. reserve the right to ask any or all tenderer, who have submitted their price quotations, a breakup of their submitted offer with adequate justification to established the veracity of each sub divided component. Tenderer to confirm in writing in the form of tender. If necessary WBTDC Ltd. may ask for such a break up of quoted price further. The agency will be duty bound to do so, failing which or if their justification of prices are found to be unacceptable their tender may be unilaterally cancelled.

17. The successful tenderer must maintain the vessel in good condition and in the event of any damage due to mishandling by the operator the WBTDCL will have full right to recover their compensation.

18. Managing director, WBTDC Ltd. does not bind himself to accept the lowest or any offer/ tender or part thereof, and reserve the right to accept or not to accept any or all of the tenders either in whole or in part without assigning any reason whatsoever.

19. The contractor should maintain adequate number of crew in their pay roll so that leave an exigencies can be accommodated by the contractor. Additional man power in any category of the crew, if required, for proper and smooth operation of the vessel at any time during the currency of the contract, the contractor will be responsible for supplying the same on payment of mutually agreed rates there is any programmed, etc. to be organized on board by WBTDC full strength of crew shall have to be provided.

The crew shall have valid certificates. The contractor will be required to produce the Xerox copies of such certificates to WBTDC. The contractor shall obtained written permission from the competent authority for operation of the vessel within the jurisdiction of inland waters with the personnel to be deployed by him.

20. **Watchman :**

When the vessel is berthed or moored the safety of the vessel is to be ensure by the crew or by employing security personnel if necessary.

21. **Liaison Manager:**

A Liaison Officer deployed by the contractor for interacting/ communicating between WBTDC Ltd./ the vessel and other concerned officers at HO and such liaison officer shall have contact mobile phone with residential telephone facility. He should be a person having experience in the field of marine operations.

22. **The vessel is to be manned as per the following manner** :

During "Tourist Season" i,e, October to April the vessel should be manned by :

13. 1 No 2nd class inland master (in charge)
14. 1 No 1st class driver

15. 1No 2nd class driver
16. 1 No 3rd class master
17. 3 Nos deck hand

During " Lean Season i,e, May to September the vessel should be manned by:

9. 1 No 2nd class Inland Master (In Charge)
10. 1 No 1st class driver
11. 1 No 3rd class master
12. 1 No deck hand

. 23. **Key information about the tender, highlighting :**

1.Experience for operating the tourist vessel with steel hull having office in & around Kolkata & Howrah is required.

14. Professionally qualified and experienced managerial & Supervisory set up which will be used for carrying out the schedule work is required. Necessary bio-data of those officials to be submitted during submission of tender.
15. Graded list indicating certification/ qualification & total number of officers and staff to be deployed exclusively for this work. Managerial / Supervisory staff looking after multiple duties may not be included in this list.
16. The intending tenderer have to clarify how control of the vessel will be exercised and infrastructure to be maintained at berthing site of the vessel. The intending tenderer have to indicate clearly how the vessel is to be maintained on a regular basis as also during annual layoff / surveys.
17. The intending tenderer have to indicate clearly how the vessel is to be maintained on a regular basis as also during annual lay off/ surveys.
18. How bunkering and supply logistics are to be carried out.
19. Any other information deemed necessary by the bidder to execute the scope of work.

SECTION - VI

6. Scope of Work:

a) General

xv. The vessel is primarily a tourist vessel having good facility for the tourists on board. The vessel is generally deployed for providing tourist services like, conducted package tours of different types in the Hooghly, Chattered trips, holding on board meetings / conferences etc. and such other tourist services as would be deemed appropriate by the management of WBTDC Ltd. from time to time.

Normally the vessel will be put to tourist service at Kolkata .

During the months may to September the vessel will be generally anchored at Outram Ghat at jetty no. II, Kolkata or any other jetty and may be used for tourist services on demand. It is the time when annual survey of the vessel and necessary repair/ maintenance works has to be carried out. This period may be termed as " Lean season". WBTDC Ltd. proposes to man the vessel with skeletal set up having lesser no. of crew members as described hereinabove during the period. However the vessels may be used for tourist services on demand.

xvi. The Operational contractor has to man, maintain and operate the vessel as per directives of MD, WBTDC Ltd. or authorized officer. The contractor will be responsible for servicing of the machinery, general maintenance, routine maintenance, survey and running repair of the vessel. For this a tripartite agreement which has bearing on the agreement between main contractor and WBTDC Ltd. may be made with the original equipment manufactures (OEM) / authorized service agents for the annual maintenance of the principal machinery such as main engines, Gear box, DG Set etc.

The service personnel of the original equipments manufactured / authorized service agents have to attend the vessel either at the Sundarbans or in Kolkata or any other convenient place on river Hooghly. The service personnel of the OEM / service agent may have to attend the machinery on board the vessel at stream if required. It will be the responsibility of the main contractor to make arrangement for boarding and unboarding the service personnel on the vessel when at mid stream. This is to be reflected in the tripartite agreement, if any.

xvii. The contractor has to ensure for operating the vessel with competent engineer / inland master and crew as per statutory requirement of I.W.T. Directorate for entire period of the currency of the contract.

xviii. The crew member/ watchman shall be in proper uniform while on duty. Food & other facilities as per labour & marine law for the crew shall be arranged by the contractor.

xix. The vessel shall be under the operational command of the MD, WBTDC Ltd. or his authorized representative and the contractor shall be bound to carry out any legal and feasible operation ordered by the MD, WBTDC LTD. / authorised officer.

xx. The vessel may have to ply in the river Hooghly, canal, delta and estuary at any time during day or night within the permissible plying limits.

xxi. The vessel shall be made ready, by master for operations within one hour of receiving appropriate order from the authorized officer.

d. **Repair & Maintenance**:

All cost of running, repairs & maintenance and general upkeepment should be borne by the contractor. Vessel should always be in tip top and good running conditions. Regular spot painting works throughout the year is compulsory. Cost of such painting work

should be borne by contractor. The nature of repairs will be assessed whether a minor or major on depending on the following criteria.

All repairs whose aggregate cost does not exceed Rs. 2000/- only per month for the vessel shall be deemed as minor work.

The agency will take up the major repair works only after prior approval WBTDC Ltd. the cost of major repair will be reimburse by WBTDC Ltd. the contractor should submit separate Xerox copies of all repairs and maintenance bill including labor charges in both cases (Minor & Major repair works), if any replacement of any spare parts by the contractor is done he should submit the name of the spare parts, manufacturer of the spare parts , sl no. ,warranty of the spare parts if any. Servicing of main engine should be done by the contractor in every 300 hrs. run in front of authorized official of WBTDC Ltd and this work should be done by the authorized sales and service agent of the manufacturer. The agency must intimate the WBTDC Ltd after completion of every 250 hr run. The payment of such work will be borne by WBTDC Ltd. The contractor should place the vessel at the end of pick season for annual survey in tiptop good running condition. After placement of vessel for annual survey the cost of all repairs and maintenance will be borne by WBTDC Ltd as per recommendation of the surveyor of the IWT. Necessary cost relating to all certificate viz. certificates for BLC, insurance and any other certificate except survey certificate which are necessary for running the vessel/s should be borne by the contractor.

WBTDC will pay only monthly rate, hourly rate that is cruising and non-cruising hours at the time of operation and operation as accepted by the WBTDC. WBTDC shall not pay any other amount like carrying water, placement of vessel due to tide water etc. The management of WBTDC shall always be at liberty to inspect the vessel at any time of its choice and suggest repair/ replacement of any parts or any fittings whatsoever, to the contractor and the contractor shall always be responsible for satisfactory repair/ replacement of such parts/ fitting(s) as the case may be immediately or within the time frame fixed by the management of WBTDC. Unsatisfactory work and / delayed work shall invite penal action (s) whatsoever decided by the WBTDC and the contractor shall abide by such decision (s) to the WBTDC in letter and spirit.

C. **Consumable stores**:

All running stores, consumable and miscellaneous items, including bulb, fuses, cotton rags, waste cotton, soap, phenol, freshener, pesticide etc. will have to be provided by the contractors.

f. **Log Book:**

The successful tenderer has to maintain a daily log book for the vessel. All particulars of the vessel including movement of the vessel, engines important parameter, spare used,

sub contractor deployed, fuel oil and lube oil consume/ bunkered etc. to be log daily and to be signed by the manager in charge/ master of the vessel and same will be checked and counter signed by WBTDC representative. A monthly log abstract is to be prepared mentioning all above stated important parameter duly signed by the manager in charge/ master of the vessel and same to be submitted with the monthly bill without which no payment will be released. The daily log book to be retained on board / office and same should be produced on demand.

The successful tenderer at their cost will print sufficient no. of log book and log abstract as per WBTDC approved format and these are to be kept on board.

g. **Kitchen:**

The vessel hold has large space with equipment viz. cooking appliances, hot plate, wash up area etc. which form the kitchen unit. This space should be hygienically maintained and the upkeep standard should be high. After each cruise the space should be disinfected, cleaned, the garbage removed and free from pests, insects & rodents.

h. **General upkeep :**

The entire vessel should be prepared thoroughly before commencement of any crews/ safari/ chartered trips. All the bathroom should be odor free, hygienic and insect free. All the public areas should also be spotlessly clean. The necessary required deodorants disinfectants pesticide, toilet soap, naphthalene balls etc, are to be supplied and use for such purpose at the cost of contractor.

g) House keeping:

The vessel have a linen store for storing bed sheets, pillow cases, blankets, pillows, towel (bath & hand). Stock of such items along with other housekeeping/ furniture viz. chair, tables, flower vases ashtrays, waste paper baskets, crockery & catering utensils/ articles/ items should also be mentioned. Before commencement of each trip the arrangement / placement of these items are to be meticulously performed. After every use the linen should be laundered and stored. Reuse of state linen is absolutely forbidden. The cost is to be borne by the contractor for such washing, upkeep etc. for the aforesaid items.

l. **Tourist handling:**

The crew on board will be handling high profile foreign and domestic tourist and VIP's and as such the crew member should be well mannered polite conductor. Tourist comment register should be kept on board for registering comments/ suggestions/ complains.

o. **Fuel & lubricants :**

Fuel and lubricants of appropriate grade for M.E., Gear box, A/E, steering system etc. shall be taken / store on board at regular intervals by the contractor. The replenishment shall be so arranged that it does not affect the normal operating of vessel. Only the appropriate grade/ quality of fuel and lubricants shall be used, WBTDCL at their discretion may send the representative to over see/ supervise the bunkering process. The contractor should give adequate notice in this regards. All costs of fuel, lubricants and consumable are to be borne by the contractor. . WBTDCL at its discretion may send the same of POL for testing. All cost of POL, consumable and laboratory fess for POL testing are to be borne by the contractor. If it is found that contractor has not use the said standard fuel and lubricants, the WBTDC shall be at liberty to take any penal action as it may deemed fit against the contractor and the contractor shall have to accept the same.

p. **Duration of the contract:**

This contract will be for 24 (Twenty four) months only but it may be extended further provided performances including service, maintenance, operation etc. of the contractor are found to be fully satisfactory to the management of WBTDC during the contract period. The terms for such extended period may be fixed on mutually negotiation.

The personnel to be deployed for such operation shall have to stand for an interview by the management of WBTDC. In case of any necessity, particularly in the event of receipt of any complaint regarding inefficient operation of the vessel/s. The decision of the management of WBTDC regarding the suitability of such personnel shall be final and binding on the contractor.

m) Operational mode & charges :

The vessel shall be ready for operation for 24 hours.

In operation mode

The vessel shall be deemed to be in operation mode from the point of time and the Main Engines are started as per order described above till such time the main engines are stopped.

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 one hour notice.

Idle Time

Wherein the contractor is unable to make available the vessel in “standby mode” for at least twelve hours continuously in a day then the vessel shall be deemed to be idle for that day.

Cruising Speed:

During all cruises the vessel is to be always operated at optimum speed and reasonableness of the total time taken for any particular tour is to be judged by the officers of WBTDC Ltd. and their decision in this respect will be final binding.

n) Accrual of charges

The contractual charges are inclusive of all the expenses connected to manning, operation, all lubricating oil, general maintenance, routine maintenance, insurance, b.l,c painting, testing, shore lodging and fooding and transportation for I.W.T. Surveyor, crew and officers and also any other contractual obligations. The charges shall accrue to the contractor at the rates quoted by him and accepted by WBTDC Ltd. in the following manner.

Monthly Rates:

These charges shall be paid for each month the vessel is on standby mode described above.

Hourly Rates:

Cruising Hour : This rate shall be paid over and above the monthly rate for the period in which vessel is in operation mode.

Non- Cruising Hour : During Tours, even when the vessel is in Standby mode, the DG sets are required to be in running condition for the services of the tourists on board. A separate rate will be allowed to the contractor for such hours.

However in the event WBTDC supplies the fuel oil these rates are not chargeable.

The contractor shall not be eligible for any charges far a day deemed as idle.

Variation in the cost of fuel :

o. No escalation for the variation in the cost of fuel.
Rates offered by the contractor should be firm and valid for the entire period of contract. There shall be no variation in the rates for any increase / decrease in the price of fuel/ lubricants or any other consumable whatsoever.

p. **Deduction & Penalties:**

WBTDC will not pay any of the scheduled rates and further will deduct a sum equivalent to double the daily rate (calculate pro rata on the basis of the applicable monthly rate) for each day of default if the vessel is not available in standby mode during the currency of the contract. Managing Director, WBTDC Ltd. may waive the penalty if he is satisfied that the reason for the default were beyond the control of the contractor. However, if prior permissions taken for decommissioning the vessel for repair and maintenance and approved schedules thereof are complied with by the contractor, then no deductions will be made nor penalties imposed for non-performance for the vessel during such period.

q. **certificates, Insurance & Survey:**

The contractor shall be responsible for obtaining valid statutory classification or any other certificates as necessary for plying the vessel during tourist season.
All necessary survey certificates are available with WBTDC Ltd., the copy of which will be handed over to the successful tenderer. It will be the duty of the contractor to keep all the certificates valid and updated as and when required. WBTDC Ltd. has the authority for the postponing / preopening of any survey item as and when necessary.

The successful bidder will be required to carry out all the liaison work with the insurance as per WBTDC Ltd. directives if so desire. In the event WBTDC Ltd. so decide, the insurance premium will directly be released to the insurance company against the agreed pro forma raised by the insurance company.

The insurance for the person deployed on board to be taken by the successful tenderer and the documentary proof for the same to be submitted to WBTDC Ltd. before any claim or payment is made.

z. Law of the land:

All relevant rules and regulation regarding trade union, labour, marine and pollution control have to be complied with by the contractor at their own cost. WBTDC Ltd. shall be liberty to deduct appropriate amount from the pending bills of the contractor in case the contractor fails to comply with the relevant rules & regulations and consequential damages are to be borne by WBTDC Ltd.

aa. Payment:

The contractor will be paid on monthly basis. He has to submit his bill/ invoice for a month within the 10th day of the next month along with the certified log book extract and bills of repair, if any, duly certified by the master & driver of the vessel together with the supporting document, the deposit receipt of ESI,P.F & a Monthly wages payment certificate duly signed by all operating personnel of the vessel.

. WBTDC will endeavor to pay authentic and correct bills within 30 days from the date of submission.

bb. Ownership:

Handing over the vessel for operation & maintenance does not imply any transfer of ownership. WBTDC Ltd. will remain the rightful owner of the vessel in all respects.

In case of any damage to any of WBTDC's assets, including to the M.V. Sumangal by deemed of mishandling of this craft by the contractor or his crew, then the same shall be repaired renewed to predamaged status by the contractor forthwith. In case such damages are not repaired/ renewed by the contractor, the Managing Director, WBTDC Ltd shall have the rights to get the same done by whatever means found appropriate and the costs for the same shall be recovered the dues of the contractor.

cc. Right to terminate:

Managing Director, WBTDC Ltd retains the rights to terminate the contract anytime during the currency of the contract on non-performance and violation of terms & conditions by the contractor as per provisions of this documents with 15 (Fifteen) days notice.

PART -- II

PRICE BID

NAME OF THE VESSEL M.V.SUMANGAL

1.MONTHLY RATE

a. During tourist season (October to April) Rs. Per month

b. During lean season (May to September) Rs. Per month

Total Amount Rs. Per year

Rupees in word ……....
…….

2.HOURLY RATES For AC Operation (including all expenses thereof) :

e. Cruising Hour : Rs. Per hour
f. Non- Cruising Hour : Rs. Per hour

3. HOURLY RATES For Non AC Operation (including all expenses thereof) :

Cruising Hour : Rs. Per hour
Non- Cruising Hour : Rs. Per hour

CONDITIONS:

1.The quoted rate inclusive of all operational expenditure, taxes etc as mentioned in Tender Document.
2. The tender will be evaluated on the basis of Gross Amount taking Monthly Rate for 24 months and Hourly Rates for AC Operation 1400 Hours of cruising and 300Hours of Non-Cruising.

Signature of the tenderer

(seal)

Place: Kolkata
Dated: