

**RFP
For
Selection of Agency for Supply, Installation and Commissioning of
Technology Projects at Alipore Zoo, Kolkata**



TENDER No: EOI No 798/EOI/Alipore Zoo/WBFDCL/2021-22

Date: 10.08.2021

Issued by:
West Bengal Forest Development Corporation Limited (WBFDCL)
Kolkata Forest Corporation Division, 'Aranya Bikash',
KB-19, Sector-III, Salt Lake City, Kolkata-700106
Web site: <https://www.wbfdc.com>
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DISCLAIMER

1. The information contained in this Request for Proposal document (the "RFP) or subsequently provided to interested parties (Bidders/ Bidders), whether verbally or in documentary or in any other form by or on behalf of West Bengal Forest Development Corporation Limited, (hereinafter referred to as "**WBFDC**") or any of its employees or advisors, is provided to the Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
2. WBFDC has prepared this document to give interested parties background information on the Project. While WBFDC have taken due care in the preparation of the information contained herein and believe it to be accurate, neither WBFDC nor any of its authorities or agencies are not responsible for the completeness or accuracy of the information contained in this document.
3. The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not rely on the information in submitting their Proposal. The information is provided on the basis that it is not binding on WBFDC, any of its authorities or agencies or any of their respective officers, employees, agents or advisors. WBFDC reserves the right not to proceed with the Project or to change the configuration of the Project, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the Project further with any party expressing interest.
4. No reimbursement of cost of any type will be paid to persons or entities expressing interest

Sd/-

Divisional Manager

Kolkata Forest Corporation Division

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1. Background

- 1.1. WBFDC invited Expression of Interest (EOI), vide the EOI No 591/EOI/Alipore Zoo/WBFDC/2021-22, through online means on www.wbtenders.gov.in for empanelment of Firms/ Companies for Development of Technology Projects at Alipore Zoo, Kolkata and subsequently after evaluation of the Application submitted by the interested Agencies, shortlisted five agencies for the Request for Proposal Stage..
- 1.2. After going through the presentation of the Shortlisted Bidders, the Corporation has decided to implement the following projects at Alipore Zoo:
 - 1.2.1. Asymmetric Synchronous Safari Immersion Module-HMD
 - 1.2.2. Asymmetric Synchronous Safari 180
 - 1.2.3. Intelligent Dynamic Indoor Interpretation Module (Mid-air (Indoor) projection show)
- 1.3. This Request for Proposals (RFP) has been addressed to the following shortlisted Companies:
 - 1.3.1. Bna Flexinet Systems Limited, Bengaluru
 - 1.3.2. Veerel Enterprises, Bengaluru
 - 1.3.3. Crayz Lighting Solutions, Chennai
 - 1.3.4. Lux and Decibels, Chennai
 - 1.3.5. Cleonett Events And Entertainment Llp, Mumbai
- 1.4. It is not permissible to transfer this invitation to any other firm, such as Company's parent companies, subsidiaries and affiliates.
- 1.5. Detailed specification of the above project is enclosed at Appendix 3.
- 1.6. The shortlisted Bidder can bid for any number of Projects as mentioned in Clause 1.2 above.

2. Selection of Agency

- 2.1. This RFP contains information about the Project and the Bidding Process
- 2.2. The Bid shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid Due Date ("Bid Validity Period").
- 2.3. The Shortlisted Bidder can submit their Bid only through electronic means, as per guidelines provided in Appendix 1.
- 2.4. The Project shall be awarded to the Bidder who submits the best financial bid (as defined in clause 18 of this document). The other Bidders will be kept in reserve and may, in accordance with the process specified in the RFP, be invited to match the bid submitted by the Preferred Bidder (who has submitted the best financial offer) in a case where the Preferred Bidder withdraws or is not selected for any reason. If none of the Bidders match

the bid of the Preferred Bidder, WBFDCCL may, in its sole discretion, invite fresh bids from all Bidders or annul the Bidding Process, as the case may be.

2.5. Tenders are to be submitted through online to the website as stated in two folders, one is Technical Proposal (BID A) & the other is Financial Proposal (BID B) [as BOQ] before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded virus free scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

2.6. The bidders are advised to submit the bids well in advance of the deadline. WBFDCCL will not be liable or responsible for non-submission of the bids or submission of incomplete bid on account of any technical glitches or any problems in connectivity services used by the bidder.

2.7. Any award of Contract pursuant to the Bidding Process shall be subject to the terms and conditions of Bidding Documents

3. Calendar of Events

Sl. No.	Particulars	Date & Time*
1.	Start date of issuance of RFP document	10.08.2021 from 5 PM onward
2.	Bid submission start date (On line)	10.08.2021 from 5 PM onward
3.	Last date of Receipt of any query by the private partner in relation to tender documents	17.08.2021 till 5 PM
4.	Bid Submission closing	27.08.2021 upto 5 PM
5.	Bid opening date for Technical Proposals (Online)	28.08.2021 at 11 AM
6.	Opening of the Financial Proposal (Online)	29.08.2021 at 11 AM

Note: The above time is tentative and the Corporation may at its discretion change the same by issuing an Addendum. WBFDCCL reserves the right to modify the said schedule of Bidding Process at any time during the Bidding Process at its sole discretion without assigning any reason or being liable for the same in any manner whatsoever.

4. Instruction to Bidders

4.1. The Bidder shall submit a Power of Attorney as per the format enclosed at Annexure II, authorizing the signatory of the Bid to commit the Bidder.

- 4.2. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid. The bids shall be unconditional, firm and irrevocable
- 4.3. The Bidders shall be responsible for all costs associated with the preparation of their Bids and their participation in the Bid. The Corporation will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process
- 4.4. Any entity which has been barred by the [Central/ State Government, or any entity controlled by it] from participating in any project, and the bar subsists as on the date of bidding, would not be eligible to submit a Bid. A Bidder including any Associate should, in the last 3 (three) years, have neither failed to perform on any contract (except due to Force Majeure Event), as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, or Associate thereof, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, or Associate thereof.
- 4.5. The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 4.6. A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, Corporation shall forfeit and appropriate the Bid Security or Performance Security (in case of Successful Bidder, after the Project is awarded to it) , as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Corporation and not by way of penalty for, inter alia, the time, cost and effort of Corporation, including consideration of such Bidder's proposal, without prejudice to any other right or remedy that may be available to the Corporation hereunder or/and the Contract Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:
- i. the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; or
 - ii. a constituent of such Bidder is also a constituent of another Bidder; or
 - iii. such Bidder or any Associate thereof has a relationship with another Bidder, or any

Associate thereof, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Bid of either or each of the other Bidder; or

- iv. such Bidder has participated as a consultant to Corporation in the preparation of any documents, design or technical specifications of the Project.

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

5. Clarifications

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

6. Amendment of RFP

- 6.1. At any time prior to the Bid Due Date, WBFDCCL may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
- 6.2. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, Corporation may, at its own discretion, extend the Bid Due Date.

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

- 7.1. Notwithstanding anything contained in this RFP, WBFDCCL reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time during the Bidding Process without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- 7.2. The Corporation reserves the right to reject any Bid and appropriate the Bid Security if:
 - (a) At any time, a material misrepresentation is made or uncovered, or

(b) The Bidder does not provide, within the time specified by the Corporation, the supplemental information or clarification sought by the Corporation for evaluation of the Bid. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occur after the Bids have been opened and the successful Bidder gets disqualified / rejected, then the Corporation reserves the right to:

- (i) Invite the remaining Bidders to submit Bids; or
- (ii) Take any such measure as may be deemed fit in the sole discretion of the Corporation, including annulment of the Bidding Process.

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

8. Language

8.1. The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by appropriate translations in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

9. Uploading of the Bid

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

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

- i) Scan copy of the receipt of online payment of EMD
- ii) Letter Comprising the Bid in the form and manner as described in Annexure I.
- iii) Power of Attorney authorizing the signatory of bid to commit the Bidder and in the format as specified in Annexure II
- iv) Annexure III: Declaration & undertaking on Blacklisting

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

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

The Divisional Manager,
Kolkata Forest Corporation Division,
'Aranya Bikash',
KB-19, Sector-III, Salt Lake City,
Kolkata-700106
E-mail: kfcd@wbfdc.com

11. Financial Proposal/ Bid Variable/ Price Bid

- 11.1. The Bidder shall submit its Financial Bid online in Folder II (Bid B) in the BOQ format.
- 11.2. The Price Bid shall be inclusive of freight & insurance up to Place and also include all cost associated with supply, installation, commissioning.
- 11.3. The Price Bid shall be exclusive of all statutory taxes, levies, duties, GST and the same shall be payable as per applicable rate by Wbfdcl.

12. Bid Validity

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

13. Bid Security

- 13.1. The Bidder shall furnish, as part of its Bid, a Bid Security equivalent to Rs. 4,00,000/- (Rupees four lacs only). Exempted for applicants who are registered with MSME for the services for which enlistment is sought on production of documentary evidence
- 13.2. EMD has to be payable in ONLINE mode as per Finance Department G.O. No 3975 F (Y) dated 28th July 2017.
- 13.3. The EMD of the selected Bidder will be returned through the online payment portal as per guidelines issued by Finance Department G.O. No 3975 F (Y) dated 28th July 2017.

13.4. The EMD of the selected Bidder may be forfeited if the organization fails to sign the contract in accordance with the terms and conditions.

13.5. The Bid Security of unsuccessful Bidders, except the Bidder (H2) next to the Successful Bidder (H1) will be returned promptly without any interest, but not later than 60 days from the Bid Due Date. The Bid Security of H2 will be returned within 15 (fifteen) days of signing of Contract Agreement with the successful bidder. The EMD will be returned through the online payment portal as per guidelines issued by Finance Department G.O. No 3975 F (Y) dated 28th July 2017.

13.6. The Bid Security shall be forfeited as damages without prejudice to any other right or remedy that may be available to the Corporation under the Bidding Documents and/ or under the Contract Agreement, or otherwise, under the following conditions:

- a) If a Bidder submits a non-responsive Bid;
- b) If the Bidder withdraws its Bid during the Bid Validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Corporation;
- c) If the Bidder submits a conditional Bid which would affect unfairly the competitive position of other Bidders who submitted substantially responsive Bids.
- d) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
- e) If the Bidder does not accept the correction of errors in its Bid, pursuant to Clause 17 hereof;
- f) In the case of the Successful Bidder, if the Bidder fails within the specified time limit to
 - a. To sign and return the duplicate copy of LOI;
 - b. Sign the Contract Agreement;
- g) any other conditions, for which forfeiture of Bid Security has been provided under this RFP.

14. Opening of Bid

14.1. Wbfdcl opens the Bids of those Bidders who have successfully submitted their bids online and will evaluate the bid in line with Clause 15 and 16.

14.2. The Eligible Bidders will be informed of a date, time and place for opening of their Financial Bids.

14.3. The Financial Bids of only those Bidders will be opened whose Technical Bid are found responsive. The Financial Bids will be opened in the presence of the representatives of the Eligible Bidders that choose to be present.

15. Examination of Technical Bids

15.1. WBFDCCL will determine responsiveness of the Technical Bid

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

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

16. Evaluation and Comparison of Financial Bids

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

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

16.3. The bidder with lowest quote (L1) in financial bid would normally be awarded the contract subject to Post Qualification

17. Correction of Errors

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

17.1.1. Where there is a discrepancy between number and words, the number in words will prevail over the number in figures, to the extent of such discrepancy

17.1.2. The number stated in the Financial Bid will be adjusted by WBFDCCL in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected number in respect of its Bid quote, his Bid will be rejected, and his Bid Security may be forfeited.

18. Award Criteria

18.1. Subject to Clause 16, WBFDCCL will award the Project to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the best Bid Price (Bidder quoting the least price),

18.2. In the event that two or more Bidders score the same marks pursuant to evaluation in terms herein (the “Tie Bidders”), the Corporation shall identify the selected Successful Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend

18.3. In the event that the Highest Rank Bidder (H1: Bidder quoting least price) withdraws or is not selected for any reason in the first instance, the Corporation may invite 2nd Highest Rank Bidder (H2) to match the Price Bid of H1 and bid security of H1 shall be liable to be forfeited. However, in case H2 does not accept the offer, its bid security is not liable to be forfeited. But it is at the discretion of the Corporation to declare H2 as selected bidder for the same bid price as quoted by H2. Even if H2 does not accept the offer and/or fails to comply with the terms of the LOI, its Bid Security shall be liable to be forfeited. If no bidder is selected in first round of bidding, Corporation may invite from all the remaining Bidders to revalidate or extend their Bid Security, as necessary and ask the bidders to match the Bid of H1 (only financial bid in the “Second Round of bidding”) If in the second round of bidding, only one Bidder matches the Highest ranking Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Highest ranking Bidder in the second round of bidding, then the Bidder whose Bid was lower as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth highest ranking Bidders in the first round of bidding offer to match the said Highest Bidder in the second round of bidding, the said third highest Bidder shall be the Selected Bidder.

18.4. In the event that no Bidder offers to match the Highest Bidder in the second round of bidding, the Corporation may, in its discretion, invite fresh Financial Bids (the “third round of bidding”) from all Bidders except the Highest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids

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

19.1. Notwithstanding anything contained in Clause 18 above, Wbfdcl reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids, at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Wbfdcl's action.

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

20.1. Wbfdcl may at any time, by a written order given to the Bidder, make changes to the Scope of the work as specified below:

20.1.1. Wbfdcl reserves the right to vary the quantity.

20.1.2. If any such change causes an increase or decrease in the cost of or the time required for the Bidder's performance of any part of the work under the Agreement, whether changed or not changed by the order, an equitable adjustment shall be made in the Agreement Value or time schedule, or both, and the Agreement shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause must be asserted within thirty (30) days from date of the Bidder's receipt of Wbfdcl's order for change.

21. Signing of Agreement

21.1. Prior to signing of the Agreement, Wbfdcl shall promptly request the Selected Bidder to provide Performance Guarantee.

21.2. The Selected Bidder at his own expense shall deposit with Wbfdcl an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Scheduled Bank acceptable to Wbfdcl, in the format prescribed in Appendix - 2, payable on demand, for the due performance and fulfillment of the Agreement by the Bidder

21.3. This Performance Guarantee shall be for an amount equivalent to 3% of Agreement value. All incidental charges whatsoever such as premium, commission etc. with respect to the Performance Guarantee shall be borne by the Bidder. The Performance Guarantee shall be valid for threemonths post completion of the warranty period. Subject to the terms and conditions in the performance Bank Guarantee, at the end of completion of 12 month warranty period, the Performance Bank Guarantee may be discharged/ returned by Wbfdcl upon being satisfied that there has been due performance of obligations of the Bidder under the Agreement. However, no interest shall be payable on Performance Guarantee

21.4. On receipt of the Performance Guarantee, the Bid security of the successful Bidders will be released.

22. Failure to abide by the Agreement

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

23. Scope of Work

23.1. The brief scope of work is outlined below:

- 23.1.1. Preparation of Project Report, which should include but not limited to the following
- Infrastructure requirement at the Project Site including power, water, civil infrastructure, sound proofing, false ceiling etc from the corporation.
 - Approach & methodology for supply, installation and commissioning of the Project
 - Operational Manual which includes but not limited to training to the Corporation/ Zoo Authority employee
- 23.1.2. Supply, Installation & Commissioning of the Project (Includes all related tools, all hardware equipment, cables, structural frames as per site requirement, all related software and various formats or any other hardware, software and any other work that will be required for installation and commissioning of the Project.
- 23.1.3. The selected Bidder shall provide comprehensive onsite maintenance for a period of one (1) year (Defect Liability Period) at its own cost.
- 23.1.4. The selected Bidder shall arrange all the related tools, equipment and Software to install and run the Project module. This shall include but not limited to the following:
- 1) Any civil construction work required for installation
 - 2) The Mounting Structures
 - 3) Electrical Earthing and Lightning protector
 - 4) Plumbing a-nd entire site readiness
 - 5) Hardware like sending module and receiving module, Software to run the different Content
- 23.1.5. Design and Supply of content/ module
- 23.1.6. The selected Bidder shall provide an end to end solution.
- 23.1.7. The selected Bidder shall deploy its one resource in Kolkata during the defect liability period. The resource shall act as Bidder's single point of contact for Wbfdcl.
- 23.1.8. The selected Bidder shall obtain all necessary approvals from the concerned departments and local authorities required for the Project. However, Wbfdcl shall provide full assistance in obtaining the requisite approvals.
- 23.1.9. The licensing fees/ tax for the Project, if any, to the local authorities and other legal dues shall be borne by Wbfdcl.
- 23.1.10. The selected Bidder shall impart training to the employee of the Corporation/ Zoo Authority towards operation and maintenance of the Project and its operating software.

23.2. Wbfdcl Scope

- 23.2.1. To provide physical possession of the Site as per the requirement of the Selected Bidder.
- 23.2.2. Providing the Metered Electricity connection in an electrical distribution panel till the Venue and the agency shall feed his panel from the main EB distribution panel . (Including Cabling).
- 23.2.3. Wbfdcl shall bear the monthly electricity consumption cost.

24. Post Delivery Inspection and Acceptance

- 24.1. The selected Bidder should conduct 100% pre-dispatch Quality inspection from their side and certify the same. Inspection and Quality Control tests, prior to shipment of Goods, by the selected Bidder should be in accordance with necessary quality control certifications. The manufacturer shall submit satisfactory Quality Check Pass Reports to be dispatched under this RFP. Wbfdcl shall appoint a Technical Committee to perform post-delivery Inspection in Kolkata at the location mutually agreed between Wbfdcl and the selected Bidder/s. Wbfdcl shall only accept the goods upon clearance by the Technical Committee. In the event of any fault finding by the Technical Committee or non-conformation of technical specification of goods as specified in RFP, Wbfdcl reserves the right to cancel the Purchase Order and levy appropriate penalties in addition to the Liquidated Damages. Wbfdcl shall not be responsible for any costs associated with such rejection. The Selected Bidder will be responsible for all the components of the Project till it is delivered and commissioned at the specified delivery points, tested and accepted by the Government. Only after such acceptance, the responsibility of the Selected Bidder will cease.

25. Schedule:

Activity	Timeline
Supply, installation and commissioning	12 weeks from the date of handing over of physical possession of the site to the selected bidder as per its requirement by the Corporation.

26. Terms & Conditions

- 26.1. Wbfdcl reserves the right to reject the Application/ Bid of any Bidder who is a defaulter to the Wbfdcl Ltd. & the Forest Directorate, W B in respect of payment of dues.
- 26.2. The evaluation of the Bid shall be carried out by the committee constituted for the purpose.

- 26.3. Any un-authenticated, alterations, erasures, overwriting, blanking out or discrepancies may render the RFP submission invalid. The evaluation of the response will only be based on the documents submitted and evaluation committee reserved the right to relax the evaluation criteria.
- 26.4. Response submitted by Fax or E-mail or any form other than mentioned above will not be acceptable and liable for rejection by WBFDC
- 26.5. The ownership of all reports, documents, materials, images, data and information developed during the assignment shall belong to the MD, WBFDC. The agency, or persons engaged by it, shall not disclose or use or cause to be disclosed or use, at any time during or subsequent to the Contract Agreement.
- 26.6. It will be understood that the Bidders have quoted their rates after inspection of the site (s).
- 26.7. The term of the Contract shall continue up to the completion of 1 years of Commissioning of the Project. WBFDC shall reserve the sole right to grant any extension to the term mentioned above on mutual agreement including fresh negotiations on terms and conditions
- 26.8. Bidder shall visit the designated place and shall inspect the location for feasibility of video wall installation before the bidding process. No deviation shall be permitted after the order is issued.
- 26.9. The hardware/ software should be supplied with all the required installation material/ accessories (wherever required) for proper installation at respective site.
- 26.10. The Selected Bidder shall also take into account measures to be taken up against lightning to protect the system. (Lightning Arrestor should be installed by the WBFDC Ltd) (Or insure the install at additional cost which can be part of Price Bid)
- 26.11. The software supplied should with all genuine OEM license.
- 26.12. The bidder shall be responsible to provide any other material required for successful commissioning of the Project.
- 26.13. Upon successful installation (wherever applicable) of all the supplied Hardware/ Software, the selected bidder shall submit installation reports (in original) duly verified by the respective personnel from WBFDC Ltd.
- 26.14. If, there is any change in the Applicable Laws of India after the Contract Agreement is entered with respect to taxes and duties, whether direct or indirect, which are directly payable by the Agency, which increases or decreases the cost incurred by the Agency in performing the services, then the same shall be to the account of the Agency

- 26.15. Agency shall at his own expense adopt suitable Risk Management methodology to mitigate all risks assumed by the Agency under this Agreement. Agency shall underwrite all the risk related to its personnel deputed under this Agreement as well as all hardware components, tools and any other belongings of the Agency or their personnel during the entire period of their engagement in connection with this Agreement and take all essential steps to reduce and mitigate the risk. Wbfdcl/ GoWB will have no liability on this account
- 26.16. The Agency shall execute and furnish to Wbfdcl a Deed of Indemnity in favour of “Wbfdcl” in a form and manner acceptable to Wbfdcl, indemnifying Wbfdcl from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Agreement period out of”
- 26.16.1. Any negligence or wrongful act or omission by the Agency or the Agency’s Team in connection with or incidental to this Agreement; or
- 26.16.2. A breach of any of the terms of Agency’s Bid as agreed, the RFP and this Agreement by the Agency or the Agency’s Team
- 26.17. The indemnity shall be to the extent of 100% in favour of Wbfdcl
- 26.18. Prices quoted by the Selected Bidder shall not be subject to any upward revision on any account whatsoever throughout the period of Agreement for the scope of the Agreement
- 26.19. The Agency shall, if ordered in writing by Wbfdcl’s representative, temporarily suspend the works or any part thereof for such a period and such a time as ordered. The Agency shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the works as aforesaid. An extension of time for completion corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the Agency, if request for same is made and that the suspension was not consequent to any default or failure on the part of the Agency. In case the suspension of works is not consequent to any default or failure on the part of the Agency and lasts for a period of more than 4 months, the Agency shall have the option to request Wbfdcl to terminate the Agreement with mutual consent.
- 26.20. Payments will be made by Wbfdcl only on satisfactory acceptance of the Inspection Certificate delivered against each milestone as specified in the schedule below

Milestone	Milestone Particulars	Payment
1	On Delivery	30% of total Contract Value
2	Installation of the Project	30%oftheContract Value

3	Commissioning of the Project	30% of the Contract Value
4	After Defect Liability Period	10% of the Contract Value

- 26.21. Additionally, all payments to be made to the Agency shall be inclusive of freight and other charges whenever levied/applicable. All statutory taxes, levies and duties, GST shall be paid by WBFDCCL as per applicable rate.
- 26.22. The Agency shall bear all personal/income taxes levied or imposed on its personnel on account of payment received under this Agreement. Agency shall further bear all income/corporate taxes, levied or imposed on account of payments received by it from the WBFDCCL for the work done
- 26.23. In every case in which by virtue of the provision of the workmen's compensation Act 1923 or any other relevant acts and rules, compensation to a workman employed by the Selected Bidder/ Agency, is payable, then this should be done by the Selected Bidder/ Agency. If WBFDCCL is obliged to make any compensation under the said rules and acts, then the amount shall be recovered without prejudice, from the bills and due of the Selected Bidder/ Agency. WBFDCCL shall not be bound to contest any claim made against the Selected Bidder/ Agency in respect of workmen's compensation
- 26.24. The Selected Bidder/ Agency shall comply with the provision of all labour legislation including the requirement of the payment of Wage Act 1936 and the rules framed there under and modifications thereof in respect of men employed by him in carrying out the contract. The Selected Bidder/ Agency must ensure that he complies with PF, ESI regulation for all his deployed employees. The Selected Bidder/ Agency shall see that all authorized Sub Selected Bidder/s under him similarly complied with the above requirement.
- 26.25. The Selected Bidder/ Agency shall in the course of execution of the work take all necessary precaution for the protection of all persons and property. The Selected Bidder/ Agency shall take adequate measures to protect the work and prevent accident during the work. In the event of any accident to any person or persons or damage or injury of any description to any person or property due to failure on the part of the Selected Bidder/ Agency in taking proper precautionary measures the Selected Bidder/ Agency shall be responsible for and must make good the loss the damage at his own cost to the satisfaction of the department and employees of the department shall be indemnified from all claims or liabilities arising there from or any expenses incurred on account thereof

- 26.26. Wbfdcl does not recognize the existence of Sub-Selected Bidder/ss. The Selected Bidder/ Agency's responsibility is not transferable.
- 26.27. Wbfdcl may without prejudice to any other remedy or right of claim for breach of contract by giving not less than 30 days written notice of default sent to the Selected Bidder/ Agency, terminate the order in whole or in part. If the Selected Bidder/ Agency materially fails to render any or all the services within the time period specified in the contract or any extension thereof granted by Wbfdcl in writing and fails to remedy its failure within a period of thirty days after receipt of default notice from Wbfdcl. If the project (delivery, commissioning as well as warranty maintenance support is not carried out according to specification due to deficiency in service as per terms of the contract. In such case Wbfdcl will invoke the amount held back from the Selected Bidder/ Agency as PBG.
- 26.28. If the Selected Bidder/ Agency becomes bankrupt or have a receiving order made against him or compound with his creditors or being a corporation commence to be wound up, not being a voluntary winding up for the purpose only or amalgamation or reconstruction, or carry on their business under a receiver for the benefit of their creditors or any of them, Wbfdcl shall be at liberty to terminate the engagement forthwith without any notice in writing to the Selected Bidder/ Agency or to the liquidator or receiver or to any person in whom the Selected Bidder/ Agency may become vested and without any compensation to give such liquidator or receiver or other person the option of carrying out the engagement subject to their providing a guarantee for the due and faithful performance of the engagement up to an amount to be determined by Wbfdcl
- 26.29. **Warranty:** The bidder will provide warranty that products supplied under the contract are newly made and are free from defects in the design, engineering and workmanship. The Selected Bidder/ Agency would be responsible for the up keep and maintenance of all Devices and necessary deliverables under the scope of work during the entire warranty period, i.e., 12 months from the date of final acceptance of the system. The Selected Bidder/ Agency shall not, without the express prior written consent of Wbfdcl, assign to any third party of the contract or part thereof. Service support for the entire warranty period will be on site and comprehensive (including spares) and free of cost for the entire warranty period. Warranty will be invalid if the equipment is serviced by unauthorized personnel of misuse is detected.

26.30. If the selected Agency fails to complete the task as specified in the work order due to reasons attributable to the Agency and if extension of time is granted, the Agency shall be bound to pay as liquidated damages a sum of 1% (percent) per week of delay for such default subject to a maximum of 10% of the contract Price in addition to other penalties as specified elsewhere in the document or subsequent order/directions from the competent Corporation

26.31. If the Agency fails to fulfill any of the obligations under this contract, the client shall be at liberty to terminate the contract thereby avoiding the contract and will be at liberty to allot the whole work or balance works to any other party at the risk and cost of the first Agency.

26.32. Any increase or decrease of scope of work with respect to agreed scope shall be covered under "deviation", and the cost of the deviation (positive or negative) shall be worked out and adjusted as per current/prevaling market rates

26.33. Bid cannot be withdrawn during the interval between their submission and expiry of Bid's validity period. Fresh Bid may be called from eligible bidders for any additional item(s) of work not mentioned herein, if so required

26.34. Taxes & Duties

26.34.1. The prices shall be exclusive of all statutory taxes & levies, GST and other statutory duties as applicable.

26.34.2. Statutory deduction, wherever applicable, shall be made from invoice as per government rules. Necessary certificate will be issued for such deductions.

26.34.3. GST component of the invoice of the bidder may be kept on hold in case there is any mismatch / irregularity in GST return filing on the part of the bidder.

26.35. Enforcement of the Terms: The failure of either party to enforce at any time any of the provision of this contract or any rights in respect thereto or to exercise any option here in provided shall in no way be construed to be a waiver to such provisions, rights or options or in any way to affect the validity of the contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have hereunder.

26.36. Force Majeure:

26.36.1. It is hereby defined as any cause, which is beyond the control of the Selected Bidder/s or the Corporation as the case may be, which such party could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as

- War, Hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war.
- Rebellion, revolution, insurrection, mutiny, usurpation of civil or military, government, conspiracy, riot, civil commotion and terrorist area.
- Confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de facto authority or ruler, or any other act or failure to act of any local state or national government authority.
- Strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage of power supply epidemics, quarantine and plague.
- Earthquake, landslide, volcanic activity, fire flood or inundation, tidal wave, typhoon or cyclone, hurricane, nuclear and pressure waves or other natural or physical disaster.

26.36.2. If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen days after the occurrence of such event. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed.

26.36.3. The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upto its or their performance of the Contract and to fulfill its or their obligation under the Contract but without prejudice to either party's right to terminate the Contract.

26.36.4. No delay or nonperformance by either party to this Contract caused by the occurrence of any event of Force Majeure shall.

- Constitute a default or breach of the contract.
- Give rise to any claim from damages or additional cost or expense occurred by the delay or nonperformance. If, and to the extent, that such delay or nonperformance is caused by the occurrence of an event of Force Majeure.

26.37. Effect of Force Majeure Event

26.37.1. There shall be no Termination of this Agreement due to the disruption in the implementation due to Force Majeure Event.

- 26.37.2. Where the Force Majeure Event occurs before commencement of the work / commencement or handover date of the products the dates set forth in the Project Completion Schedule and the Agreement Period shall be extended by the period for which such Force Majeure Event shall subsist;
- 26.38. **Insurance Coverage:** Appropriate insurance to cover all solution components for the transit period and until the time of its acceptance at the respective site is to be taken by the Selected Bidder/s. As the Selected Bidder/s will carry the risk for the material in his books during transit, the Selected Bidder/s should arrange insurance for the total system as period from the dispatch till Acceptance Test is successfully achieved. Further the Selected Bidder/s is to take all required insurance coverage in respect of all its personnel who shall be working on this engagement.
- 26.39. **No Waiver of Rights:** Neither the inspection by the Corporation or any of their agents nor any order by the Corporation for payment of money or any payment for or acceptance of the whole or any part of the works by the Corporation, nor any extension of time, nor any possession taken by the Corporation shall operate as a waiver of any provision of the contract or of any power reserved to the Corporation, or any right to damages here in provided, nor shall any waiver of any breach in the contract be held to be a waiver of any other subsequent breach.
- 26.40. It is the Corporation's policy to require that bidders, suppliers, Selected Bidder/s under contracts, observe the highest standard of ethics during the procurement and execution of such contracts. Any graft, commission, gift or advantage given, promised or offered by or on behalf of the Selected Bidder/s or his partner, agent, officers, director, employee or servant or any one on his or their behalf in relation to the obtaining or to the execution of this or any other contract with the Corporation shall in addition to any criminal liability which it may incur, subject the Selected Bidder/s to the cancellation of this and all other contracts and also to payment of any loss or damage to the Corporation resulting from any cancellation. The Corporation shall then be entitled to deduct the amount so payable from any monies otherwise due to the Selected Bidder/s under contract
- 26.41. The Corporation shall enter into an agreement based on the terms & condition as enshrined in this RFP document. The Agreement will be effective from the date of handing over of the Project Site to the Successful Bidder/s as per its requirement by the Corporation.

27. Fraud and Corrupt Practices

- 27.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOI and during the subsistence of the Contract Agreement.
- 27.2. if a Bidder is found by the Corporation to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOI or the execution of the Contract Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the Corporation during a period of 2 (two) years from the date such Bidder is found by the Corporation to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

Sd/-

Divisional Manager

Kolkata Forest Corporation Division

Annexure – I Format of Undertaking

(on Company's Letter Head)

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

To,
The Divisional Manager,
Kolkata Forest Corporation Division,
'Aranya Bikash',
KB-19, Sector-III, Salt Lake City,
Kolkata-700106
E-mail: kfcd@wbfdc.com

RFP Ref No:

Subject: "RFP for Selection of Agency for Supply, Installation and Commissioning of Technology Projects at Alipore Zoo, Kolkata".

Dear Sir/ Madam,

We the undersigned bidder/(s), having read and examined in details the specifications and other documents of the subject tender no. dated1, do hereby propose to execute the job as per specification as set forth in your Bid documents

The prices of all items stated in the bid are firm during the entire period of job irrespective of date of completion and not subject to any price adjusted as per in line with the bidding documents. All prices and other terms & conditions of this proposal are valid for a period of 120 (one hundred twenty) days from the date of opening of bid. We further declare that prices stated in our proposal are in accordance with your bidding

We confirm that our bid prices include all other transportation, taxes and duties and levies applicable on bought out components, materials, equipments and other items and confirm that any such taxes, duties and levies additionally payable shall be to our account.

Earnest Money Deposit: We have enclosed the EMD remittance details for a sum of Rs. 400000.00

We declare that items shall be executed strictly in accordance with the specifications and documents irrespective of whatever has been stated to the contrary anywhere else in our proposal. Further, we agree that additional conditions, deviations, if any, found in the proposal documents other than those stated in our deviation schedule, save that pertaining to any rebates offered shall not be given effect to.

If this proposal is accepted by you, we agree to provide services and complete the entire work, in accordance with schedule indicated in the proposal. We fully understand that the work completion schedule stipulated in the proposal is the essence of the job, if awarded.

We further agree that if our proposal is accepted, we shall provide a Performance Bank Guarantee of the value equivalent to three percent (3%) of the Order value as stipulated in Financial Bid (BOQ).

We agree that the Corporation reserves the right to accept in full/part or reject any or all the bids received without any explanation to bidders and his decision on the subject will be final and binding on Bidder.

We remain,

Yours sincerely,

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

Signature : (Authorised Representative & Signatory)

Name of the Person :

Designation :

Annexure II: Format of Power Of Attorney for Authorizing Signatory of the Applicants

Know all men by these presents, We _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms (name), _____ son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for the ***** Project[s] proposed or being developed by the ***** (the "Corporation") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Bid and other conferences and providing information/ responses to WBFDC, representing us in all matters before WBFDC, signing and execution of all contracts and undertakings consequent to acceptance of our proposal, and generally dealing with WBFDC in all matters in connection with or relating to or arising out of our proposal.

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

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ____ DAY OF _____, 20**

For -----

(Signature)

(Name, Title and Address)

Witnesses:

1 1. [Notarized]

2 Accepted

(Signature)

(Name, Title and Address of the
Attorney)

Notes:

- ✚ *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- ✚ *Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*

Annexure III: Declaration and Undertaking on Blacklisting
(Affidavit on Rs.100/- non judicial stamp paper duly notarized)

Date

We certify that in regard to matter other than security and integrity of the country, we have not been convicted by a Court of Law or indicated or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertaken or which relates to a grave offence that outranges the moral sense of the community.

We hereby declare and confirm that our firm is as on date NOT terminated/blacklisted/debarred in/by any Central Govt. / State Govt. / Board/ Public sector undertaking/Any state/central Govt. Organization, Urban Local body and/or its undertaking companies in last five years.

We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any Director / Manager / Employees.

We hereby irrevocable any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Corporation in connection with the Selection Process itself in respect of the above mentioned project.

We do solemnly state that our consulting firm is not black-listed by any Central Govt. / State Govt. and its organization / public under takings etc.

This is also to certify that our consulting firm, is not involved in any form of Corrupt and Fraudulent practices in past and will never be involved in future.

I ----- Solemnly state on oath that the contents in this Affidavit are true and correct to the best of my knowledge and belief.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address

Seal of Firm

Appendix 1 – General Guidelines for E-Bidding

- 1.1. Any organization/ agencies willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System, through logging on to [https:// wbtenders.gov.in](https://wbtenders.gov.in) (the web portal of West Bengal Tenders maintained by NIC). The organization / agencies are required to click on the link for e-Tendering site as given on the web portal
- 1.2. Each organization / agency is required to obtain a Class-II /Class III company Digital Signature Certificate (DSC) for submission of Application from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount.
- 1.3. The organization / agencies can search & download N.I.T. & Request for Proposal (RFP) Document(s) electronically from computer once they log on to the website.
- 1.4. Applications are to be submitted through online before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).
- 1.5. The Bidder are advised to submit the Application well in advance of the deadline as the Kolkata Forest Corporation Division will not be liable or responsible for non-submission of the bids or submission of incomplete bid on account of any technical glitches or any problems in connectivity services used by the Bidder
- 1.6. A Bidder desirous of taking part in RFP process shall login to the e-Procurement portal of the Government of West Bengal <http://wbtenders.gov.in> using his login ID and password.
- 1.7. He will select the RFP and initiate payment of pre-defined EMD by selecting from either of the following payments mode:-
 - I. Net banking (any of the banks listed in the ICICI Bank payment gateway) in case of payment through ICICI Bank payment Gateway;
 - II. RTGS/NEFT in case of offline payment through bank account in any Bank.
- 1.8. Payment by net Banking (any listed bank) through ICICI Bank payment Gate way:
 - I. On selection of net banking as the pay as the payment mode, the Bidder will be directed to ICICI Bank payment Gateway webpage (along with a string containing a Unique ID) where he will select the Bank through which he wants to do the transaction.

- II. Bidder will make the payment after entering his Unique ID and password of the bank to process the transaction. iii) Bidder will receive a confirmation message regarding success/failure of the transaction.
- III. If the transaction is successful ,the amount paid by the Bidder will get credited in the respective Pooling account of the State Government office/PSU/Autonomous body/Local Body/PRIs, etc. maintained with the focal point Branch of ICICI Bank at R.N. Mukherjee Road, Kolkata for collection of Application Fees.
- IV. If the transaction is failure, the Bidder will again try for payment by going back to the first step.

1.9. Payment through RTGS/NEFT:

- 1. On selection of RTGS/NEFT as the payment mode, the e-procurement portal will show a pre-filled challan having the details to process RTGS/NEFT transaction.
- 2. The Bidder will print the challan and use the pre-filled information to make RTGS/NEFT payment using his Bank account.
- 3. Once payment is made, the Bidder will come back to the e-procurement portal after expiry of a reasonable time to enable the NEFT/RTGS process to complete, in order to verify the payment made and continue the bidding process.
- 4. If verification is successful, the fund will get credited to the respective Pooling account of the State Government office/PSU/Autonomous body/Local Body/PRIs, etc maintained with the Focal Point Branch of ICICI Bank at R.N. Mukherjee Road, Kolkata for collection of Application Fees.
- 5. Hereafter, the Bidder will go to e-procurement portal for submission of his bid.
- 6. But if the payment verification is unsuccessful, the amount will be returned to the Bidder's account.

Appendix 2: Format of Performance Bank Guarantee

To,
The Divisional Manager,
Kolkata Forest Corporation Division,
'Aranya Bikash',
KB-19, Sector-III, Salt Lake City,
Kolkata-700106
E-mail: kfcd@wbfdc.com

RFP Ref No:

Subject: "Selection of Agency for Supply, Installation and Commissioning of Technology Projects at Alipore Zoo, Kolkata".

Dear Sir/ Madam,

WHEREAS:

- (A) (the **"Name of the Vendor"**) and West Bengal Forest Development Corporation Limited **(the "Corporation")** have entered into a Contract Agreement dated (the **"Agreement"**) whereby the Corporation has appointed the (**"Name of the Vendor"**) for supply, Installation & Commissioning of Technology Projects at Alipore Zoo
- (B) The Agreement requires the (name of Vendors) to furnish a Performance Security to the Corporation for a sum of Rs. ***** cr. (Rupees ***** crore) (the **"Guarantee Amount"**) as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Contract Period (as defined in the Agreement).
- (C) We, through our Branch at (the **"Bank"**) have agreed to furnish this Bank Guarantee by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

- I. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Vendor's obligations during the (Contract Period), under and in accordance with the Agreement, and agrees and undertakes to pay to the Corporation, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the (name of Vendors), such sum or sums up to an aggregate sum of the Guarantee Amount as the Corporation shall claim, without the Corporation being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

- II. A letter from the Corporation, under the hand of an Officer not below the rank of Managing Director to the Corporation, that the(name of Vendors) has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Corporation shall be the sole judge as to whether the(name of Vendors) is in default in due and faithful performance of its obligations during the Contract Period under the Agreement and its decision that the(name of Vendors) is in default shall be final, and binding on the Bank, notwithstanding any differences between the Corporation and the(name of Vendor), or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the(name of Vendor) for any reason whatsoever.
- III. In order to give effect to this Guarantee, the Corporation shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the(name of Vendors) and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
- IV. It shall not be necessary, and the Bank hereby waives any necessity, for the Corporation to proceed against the(name of Vendors) before presenting to the Bank its demand under this Guarantee.
- V. The Corporation shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/or performance of all or any of the obligations of the(name of Vendors) contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Corporation against the(name of Vendors), and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Corporation, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Corporation of the liberty with reference to the matters aforesaid or by reason of time being given to the(name of Vendors) or any other forbearance, indulgence, act or omission on the part of the Corporation or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision

have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

- VI. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Corporation in respect of or relating to the Agreement or for the fulfillment, compliance and/or performance of all or any of the obligations of the(name of Vendors) under the Agreement.
- VII. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force and effect until the expiry of ____[...] months period from the date hereof and unless a demand or claim in writing is made by the Corporation on the Bank under this Guarantee, , all rights of the Corporation under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
- VIII. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Corporation in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
- IX. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Corporation that the envelope was so posted shall be conclusive.
- X. This Guarantee shall come into force with immediate effect and shall remain in force and effect for a period of ____[...] from the date hereof until it is released earlier by the Corporation pursuant to the provisions of the Agreement

Signed and sealed this day of, 20..... at

SIGNED, SEALED AND DELIVERED

For and on behalf of

the BANK by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

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

The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

Appendix 3: Technical Specification

Project 1: ASSYMETRIC SYNCHRONOUS SAFARI 180

1. Laser Projector to cover an area of around 10.5Mtrs in a semicircular screen area for asymmetric Synchronous Safari of 180 degrees with short throw lenses 3,600-4500 lumens color and white brightness, Full HD 1080p resolution, 20,000-hour laser light engine, Edge blending and split screen.
2. 180 angles Fabrication Sable Frame wide format Curve high gain screen around 10.8-5 Meter. Supported Resolution:4K, Surface Color: White. Screen Type: Fixed Frame, Mount Type: Wall. Format: HDTV [16:9],Gain:1.3 Front/Rear Projection: Front
3. Projector Ceiling Mount Assembly Grid. Of custom specific or equivalent
4. Video Projection Server 3DS, OBJ, DAE/Collada, LWO, LWS, LXO, BLEND, FBX compatible Projection Sever, 4.1 GHz Intel Xeon W-2225 Quad-Core • 16GB of 2933 MHz DDR4 ECC Registered RAM • 2*NVIDIA Quadro RTX 4000 GPU (8GB GDDR6) • 512GB SATA 2.5" SSD + 1TB 7200 rpm HDD • SD Card Reader • 1 x Gigabit Ethernet Port • Wi-Fi 5 (802.11ac) | Bluetooth • USB 3.1 Gen 1 Type-C & Type-A • USB Wired Keyboard & Mouse Included • USB Wired Keyboard & Mouse Included • 5.1 Sound card • 24-inch (60.96 cm), Full HD IPS (1920 x 1080) Monitor, Inbuilt Speaker, HDMI , VGA Port, 75 Hz Refresh Rate, AMD Freesync, 3 Side Borderless Slim Design - 24ML600S-W – White or equivalent
5. 4K multiple output Video processor, blender and Distributor 2 * 4K UHD outputs for a control of Projectors at site. Input supports up to 7680*2160 @30Hz, 7680*1200 @60Hz and output can support up to 4096*2160 @60Hz, 16 selectable Outputs: HDMI 2.0 up to 4096*2160 @60Hz, progressive 4:4:4 RGB. 2 frames system latency: 33ms (@V=60Hz), Warp engine for geometry alignment up to 17x9 control points. Maximum geometry adjustment up to 1200 pixels in both H&V directions for each corner. Support Corner Wall adjustment in H&V at flexible location.
6. 5.1/7.1 Digital Surround system Digital Surround system to deliver a SPL level of 90 db as per the site requirement shall include Processor, Amplifier and speaker of recommended brands POPE Professional, JBL, SMART DTS, or equivalent
7. Black Matt Painting of the venue as per the content and integration
8. Electrical power cable, Audio Cable and Network Cables, Projection cables of ISI marked
9. Post production, Scripting, Music Composition, Direction, Content packaging, Voice over, AV mixing, delivery of content in 3 set of SSD Drives. over, AV mixing, Post production and delivery of content in 3 set of SSD Drive of 6-7 mins
10. Acoustic treatment for the room to achieve 50+ STC / NRC of above 0.60

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PROJECT 2: INTELLIGENT DYNAMIC INDOOR INTERPRETATION MODULE- MID AIR PROJECTION

1. Laser Projector with long throw lens. 8,500-10,000 lumens color/white brightness3 large-venue laser projector, 4K Enhancement (1920 x 1200 x 2), 4.6 million pixels onscreen 20,000 hour laser light source and air filter, Lenses, Inputs HDBaseT™ and HDMI® (HDCP 2.3), Read and write setting information using mobile app, Auto color calibration, screen matching of multiple projectors, edge blends, and stacking assist function.
2. Projection Screen of size 6mtrs X 3mtrs of ALR(Optional) , Holographic Screen of High contrast capabilities with Transparent / Pepper's Ghost style, Transmittance: around 80, Aspect ratios: 16:9, 16:10 & 4:3, Viewing angle: 140°
3. Projection Screen Motorized Assembly with Dual Synchronous Electric Motors AC 230V50Hz with customized automation. DMX controllable. Generic or Equivalent,
4. Video Projection Server, with all projection blending software, **3DS, OBJ, DAE/Collada, LWO, LWS, L XO, BLEND, FBX compatible** Projection Sever • 4.1 GHz Intel Xeon W-2225 Quad-Core • 32GB of 2933 MHz DDR4 ECC Registered RAM• NVIDIA Quadro RTX 4000 GPU (8GB GDDR6)• 512GB SATA 2.5" SSD + 1TB 7200 rpm HDD• DVD±RW Drive | SD Card Reader• 1 x Gigabit Ethernet Port• Wi-Fi 5 (802.11ac) | Bluetooth• USB 3.1 Gen 1 Type-C & Type-A• USB Wired Keyboard & Mouse Included• USB Wired Keyboard & Mouse Included• LG 24-inch (60.96 cm), Full HD IPS (1920 x 1080) Monitor, Inbuilt Speaker, HDMI x 2, VGA Port, 75 Hz Refresh Rate, AMD Freesync, 3 Side Borderless Slim Design - 24ML600S-W – White Avolites, DELL, HP or equivalent
5. 4* Moving Yokes with following features 280 W light engine for punchy, bold beams, Zoom range to easily cover stages and surfaces from a distance, Gobo morphing, Two color wheels speed scrolling, Two gobo wheels: one fixed slot scrolling wheel and one rotating, interchangeable, scrolling wheel, Iris, 3-facet prism, and frost for beam control, 16-bit dimming for fade control, DMX channel profiles for programming versatility Preferred makes are Chauvet, Rinbo, Claypaky.
6. Gobo Projectors, DMX Channels: 1 or 3, DMX Connectors: 3-pin XLR Light Zoom Angle: (manual): 230 V Input V 50 Hz
7. Supply of ICC of 170W Electroluminescence fixture with active MLS, PWM fixture with all related accessory. 230V 50Hz 16.6 million hues for forest ambience, OG as standard fitment with BD as optional of Make RINBO, CHAUVET PROFESIONAL or equivalent
8. secure USITT solid-state, Independent, minimum power consuming Controller- Platform independent having no moving parts programmed through dynamic web 2.0 interface

prepared for mounting with an adapter of Preferred Makes Avolites/MA Lighting/ Visual Production

9. 8 Port USITT turnaround to any electrical protocol for access control of automation Make Rinbo, Martin, Coemar
10. Optically isolated, rack mounted, Protocol Processor with 8 Balanced Outputs. In, loop out, Terminate On switch and LED, plus additional Power and Data LED's, Rack mountable of Makes: Martin/Coemar/ Rinbo
11. 5.1/ 7.2 Digital Theater Surround system. Cinema Series Surround: 10inch Coaxial **Surround Input Power: 1000W 2000Peak** active, 3way system- 2 LF and 1HF, 3 way powered system of Input **Power 4100W continuous 8200Peak**, Dual 18 Sub Powered Cinema Sub-woofer with **Input Power:5000W continuous 10000WPeak** all system with **FIR-IIR, DANTE-AES optional, DSP loaded, SoundFlex Coating, Loaded SoundNet**. Shall deliver a SPL level of 100 db as per the site requirement shall include **Processor, Amplifier and speaker** of recommended brands POPE Professional, Meyer Sound or equivalent
12. Rack mounted, wired Media Server with cue core controls having specification to handle TCP or UDP via simple protocol, control command over MIDI, SMPTE to control varied tracks and content. 8-16 Ch. outputs. (GUI to clearly indicate the on-board setup.). Preferred makes: QSC, ALLEN & HEATH, CYMATIC or Equivalent with 2 SSD storage as standard supply option
13. Light weight 2.5 Sqmm 5 Core copper cable having low Dielectric losses, higher current carrying capacity, with better resistance to vibrations, loading cycles, chemicals, oils, acids, etc. with possibility to be installed along cable routes without elevation limitations etc.
14. 2 cores shielded, stranded TC conductors having polyethylene insulation, twisted pairs, overall Beldfoil® (100% coverage) + TC braid shield (90% coverage), 24 AWG stranded TC drain wire, PVC jacket, -30 to 80 degrees Celsius Operating Temperature Range, 80 degrees Celsius UL Temperature Range: 17 KG/1000mtrs Cable Weight, 32 KG Pulling Tension, 2.5 Inches of Bend Radius (Install)/Minor Axis etc
15. High-Grade Elegant Cabinet Design and easy to install Voltage Stabiliser and online UPS having 170V-270V Low & High Voltage Cut-off Protection, 3 years Warranty, protective integrated circuit technology for protection from Thermal Overload either 3 in 1 module or 3 separate phases etc
16. Content Creation, Artistic production, show sequence programming the effects and recording the track to the newly proposed sound control system in the sequence as 3 sets on a SSD Sound Track

17. Dust proof, damp proof Electrical Panel having ELCB rated 100A and 300mA main incoming TPN Isolator with 10 nos. outgoing circuit of 10 A Each. The panel shall be of make Schneider, Legrand, Siemens or equivalent

PROJECT 3: ASYMMETRIC SYNCHRONOUS SAFARI IMMERSIVE MODE

Part I- HARDWARE

1. Oculus Quest 2, Panel Type: Single Fast-Switch LCD, 1832×1920px per eye, Supported Refresh Rate: 72Hz (default), can be configured to 60Hz in some cases, Default SDK Color Space: Rec.2020 gamut, 2.2 gamma, D65 white point, CIE 1931 xy color-primary values: Red : (0.708, 0.292), Green: (0.17, 0.797), Blue : (0.131, 0.046), White: (0.3127, 0.3290), USB Connector: 1x USB-C, Memory: 256GB total, Lens Distance: Adjustable - 3 preset IPD adjustments or Equivalent.
2. Flight Charging Station, with E sanitisation 99% approved. With 6 Quick Charging ports with flight safe gator foam storage custom built • Probus Qualcomm Quick Charge 3.0 Charging Hub with 6 USB Ports 12A/60W Output Black• Belkin 3.1 USB-A Male to USB-C Cable for Type-C Supported Devices (3.3ft) - Black or Equivalent
3. Eye Cover for Oculus Quest 2 Silicone Eye Cover Silicone Face Cover Light Blocking Face Pad Sweatproof Replacement Washable Eye Cover or Equivalent
4. VR stand Delamu VR Stand, Compatible with Oculus Quest 2 Stand, VR Headset Stand for Oculus Quest/Quest 2/Rift S/HTC Vive/Valve Index, VR Holder, Virtual Reality Headset and Controllers Holder, Black or Equivalent
5. Hard Protective Cover Storage Bag Carrying Case • Eyglo Hard Carrying Case for Oculus Quest 2 Head Elite Strap and Oculus Quest 2 All-in-one VR Headset Storage Bag Modern Travel Case fit Oculus Quest 2 Accessories (Grey) or Equivalent
6. Boom Head Set, Sony MDR-XB450AP On-Ear EXTRA BASS Headphones with Mic (or) Equivalent
7. WIFI solution for the system at site

	<u>PART II</u>
	Customized Content
1	Professional Fee for wildlife shoot, 360 degree shoot with Insta 360 Pro camera, GOPRO, Canon 5D, scheduled 15 day shoot at a wildlife destination in the state of WB with all crew and accessories.
2	Post production, Scripting, Music Composition, Direction, Content packaging, Voice over, AV mixing, delivery of content in 3 set of SSD Drives.

	<u>PART II</u>
3	Oculus Link Virtual Reality Headset Cable for Quest 2 and Gaming PC, USB C to USB 3.0VR Ready PC, ASUS ROG Strix GT15 Intel Core i7 10700 10th Gen Gaming Desktop (16GB RAM/1TB NV Me SSD + 1TB HDD/Windows 10/8GB NVIDIA GeForce RTX 2060 Super· LG 24-inch (60.96 cm), Full HD IPS (1920 x 1080) Monitor, Inbuilt Speaker, HDMI x 2, VGA Port, 75 Hz Refresh Rate, AMD Freesync, 3 Side Borderless Slim Design - 24ML600S-W – White· Dell Km117 Wireless Keyboard Mouse