Tenzing Norgey Road, Pradhan Nagar, Siliguri-734403



Phone : Siliguri : (0353) 512922, 515647 : Jalpaiguri : (03561) 30874

-ax : (0353) 510056

Date:

Memo No.: /SJDA

Notice Inviting bid for Selection of Maintenance and Operation of Rajbaridighi Including Children Park, Jalpaiguri

NIB -02/ADMN/Rajbaridighi/20-21 of SJDA

For and on behalf of Siliguri Jalpaiguri Development Authority, sealed tender is invited in the prescribed original tender document from agencies for "Maintenance and Operation of Rajbaridighi including Children Park, Jalpaiguri".

The bidder will submit the documentary proof of all documents in support of his / her experience and eligibility with an earnest money (EMD) amounting to Rs. 50,000/- (Rupees Fifty Thousand) only in the shape of demand draft drawn on any nationalized bank payable at Siliguri in favour of Chief Executive Officer, Siliguri Jalpaiguri Development Authority.

The last date for submitting bid with supporting documents is 26th February,2021 within 2.30 p.m, in two separate sealed envelopes containing Technical and Financial bid documents and delivered to below mentioned address by hand or by post:

To,

The Chief Executive Officer.

Siliguri Jalpaiguri Development Authority,

Tenzing Norgay Road, Pradhannagar,

Siliguri - 734003

The bid will be opened on 26th February,2021 after 3.00 p.m.

The contract for initial stage will be awarded for 01 (One) year, which may be extended for another two years on satisfactory performance by the firm.

INFORMATION TO BIDDERS

1. BASE RATE:

The quoted amount payable to the SJDA shall not be below Rs. 4,50,000/- (Rupees Four lakh fifty thousand) only per year which will be the base rate, excluding Govt. Taxes as applicable.

ALL THE INTENDING BIDDERS SHOULD OFFER THE RATE NOT LESS THAN THE BASE RATE (excluding Govt. Taxes as applicable). Government taxes like GST and TCS etc. has to be borne by the bidder in addition to the accepted bid rate.

- 2. The offer should be submitted in two separate envelopes:
- 1. <u>ENVELOPE I Superscribed "TECHNICAL BID" containing self attested / certified copes of</u>
 - Trade License.

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PTCC & PAN CARD.

- Income Tax return for the assessment year 2018-19, 2019-20 & 2020-21.
- Registration certificates of GST.
- EMD.
- Etc.
- 2. Financial Bid Envelope containing quoted rate in agencies letter head pad quoting rate both in figure and words with full signature of the agency.
- 1. Mode of Selection:

The highest bidder having adequate credential will be selected as successful bidder.

2. Period of operation:

1 (one) years from the date of taking over the possession, [may be extended on satisfactory completion of work and timely payment of the lease amount].

3. Quoting of Rate:

Rate is to be quoted for 1(One) year. While putting the rate, it is to be kept in mind that GST, TCS & other taxes as applicable will be added to the quoted rate amount as per Govt. rules. [Also 5% (five) increase every year upon the quoted accepted rate from the 2nd year onwards]

Rate should be quoted both in figure and words.

Quoting of Multiple Rates and Overwriting will be disqualified.

4. DEarnest Money:

Demand Draft amounting to Rs.50,000/- (Rupees fifty thousand only) to be submitted in favour of the Chief Executive Officer, Siliguri Jalpaiguri Development Authority. (To be converted into Security Deposit on selection of successful bidder).

5. Eligibility and criteria for participation in bid:

- . Self attested / certified copies of the following documents are to be submitted along with the Bid.
 - a. Trade License.
 - b. PTCC, PAN Card.
 - c. Income Tax return for the assessment year 2018-19, 2019-20 & 2020-21.
 - d. Registration certificates of GST.
 - e. Partnership Deed / Memorandum & Articles of association in the case of registered partnership firm / Company or relevant part of the Constitution in the case of Registered Co-operative Societies. (where applicable)
 - Valid Registration Certificate in the case of firm / Engineers co-operative Societies (where applicable).
- ii. The originals are to be shown at the time of opening of Tender Papers or at time asked by this office.
- iii. The Tender inviting authority may call for any other document related with the work during scrutiny or later on. The participants should furnish name, authorized address for communication, e-mail address & contact details of the bidder
- iv. Each Bidder is allowed to submit only one Bid. A Bidder who submits more than one Bid will be disgualified.

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- v. Audit report of last financial year is required to be submitted in case of unemployed Engineers Co-operative and Labour Co-operative societies.
- vi. GST, Royalty & all other statutory levy/ Cess applicable will have to be borne by the agency.
- vii. Defaulter agencies w.r.t any works awarded earlier by SJDA will not be considered for the works.
- viii) The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information's that may be necessary for preparing the Bid and entering into a contract for the work as mentioned in the Notice inviting Bid, the cost of visiting the site shall be at the Bidder's own expense.
- ix. The intending Bidders shall clearly understand that whatever may be the outcome of the present invitation of Bids, the Chief Executive Officer, Siliguri Jalpaiguri Development Authority reserves the right to reject any application for participating in the Bid and to accept or reject any offer without assigning any reason whatsoever and is not liable for any cost that might have incurred by any Bidder at the stage of Bidding.
- x. No CONDITIONAL/ INCOMPLETE TENDER will be accepted under any circumstances.
- xi. Normally highest bidder will be accepted &will be awarded work order but the Chief Executive Officer, Siliguri Jalpaiguri Development Authority, reserves the right to cancel the NIB without assigning any reasons thereof and no claim in this respect will be entertained.
- xii During scrutiny, if it comes to the notice to bid inviting authority/ SJDA that the credential or any other papers found incorrect/manufactured/fabricated, that bidder/ tenderer will not be allowed to participate in the tender and that application will be out rightly rejected without any prejudice.
- xiii Before issuance of the work order, the bid inviting authority/ SJDA may verify the credential & other documents of the highest bidder if found necessary. After verification, if it is found that such documents submitted by the highest bidder is either manufactured or false in that case, work order will not be issued in favour of the bidder under any circumstances.
- xiv. The engagement may be cancelled any time without compensation in the event of Natural calamities, War, Govt.

 Direction etc. or for any such events beyond the control of the Authority, or where the agencies entrusted / engaged in illegal/unlawful activity in the said working location/premises.
- xv. **Refund of EMD:** EMD of all the unsuccessful Bidder will be refunded and EMD of the successful bidder will be converted into security deposit which will be refunded after contract period on satisfactory performance.
- xvi, Deposition of Quoted Amount: Entire quoted and accepted amount along with all taxes as admissible as per Govt. order to be deposited in advance on selection.
- xvii. The Successful bidder (as lessee) will also have to sign an agreement with the Chief Executive Officer, Siliguri Jalpaiguri Development Authority (as lessor) on requisite stamp. The bid documents along with other Terms and Conditions shall form part of the agreement and the Successful Bidder (as Lessee) shall be bound himself /

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themselves to abide by the same. The undersigned shall also reserve the right either to accept or reject any or all the bids without assigning any reason whatsoever.

xviii. SJDA shall not be responsible for any delay in postal services for submission of the bid and late submission of the bid after scheduled date and time will not be entertained.

6. RATE OF ENTRY FEE

Category of the Person	Rate for entry fee		
General public	Rs 5.00 per head		
Children above 5 years up to 15 years	Rs 2.00 per head		
Senior citizens /children below five years	Free of cost		

7. TIMING OF OPERATION OF PARK

The facility will be made available everyday (from Monday to Sunday) from 7.00a.m to 7.00 p.m (during summer) and 7.00 a.m to 6.00 p.m (during winter)

GENERAL TERMS & CONDITIONS:

- 1. The Lease period shall be 1 year commencing from the date of start of operations. After expiry of the 3 (three) years period, the operator shall continue to renew the Agreement for further 3 (three) year periods on the same terms and conditions or the Authority may consider renewal of the contract granted on due expiry on fresh terms and conditions to be fixed mutually by the authority.
- 2. Renewal will be / may be permitted according to suitability on the basis of performance efficiency of the firm.
- All the intending bidders should offer the rate not less than the BASE RATE set by this authority, below which no bid will be accepted and will be treated as disqualified.
- 4. The operator will collect the maintenance charge through a ticketing system as per the rate fixed by Siliguri Jalpaiguri Development Authority.
- 5. The operator shall not make any addition and alteration to the existing structure of the park in any manner whatsoever.
- 6. That the operator should be responsible for proper upkeep of the park and its surroundings. The entire lawn area, pathways, stairs, toilets & bathrooms, structures etc.must be kept clean round the clock. The overgrown grasses must be trimmed regularly. The agency shall also be responsible for taking proper care of saplingsplanted and other properties at the park.
- 7. Financial offer should be firm and valid for entire contract period and the offered rates should be excluding of all other cost like Operation and Maintenance, Electrical Charges, Water Charges, Taxes etc. All such taxes and charges will have to be paid by the successful bidder at his own cost.

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on DEVELOPING.

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- 8. The successful bidder will have to deposit entire accepted amount in advance within seven days of issue of letter of award in favour of Chief Executive Officer, Siliguri Jalpaiguri Development Authority at the details of Account number as would be supplied by the SJDA to successful bidder.
- 9. The Successful bidder will have to pay yearly rent in advance within 10th days of every following year with 5% increase of accepted rate along with GST and other taxes as applicable. Any failure of payment of such yearly rent will lead the SJDA to arrange the direct deduction from the security deposit.
- 10. The Successful bidder/ operator shall comply with the previous of The Apprentice Act, 1961, Minimum Wages Act. 1984, and Contract Labour (Regulation & Abolition) Act, 1970 and orders issued there under from time to time falling which there will be breach of Contract and the Siliguri Jalpaiguri Development Authority at his discretion take necessary measure against the Lessees.
- 1. The Operator i.e. successful bidder shall be responsible for any accident of his staff and workers. The workers engaged shall have to follow all security and safety rules. SJDA will not compensate the contractor for such accident.
- 12. Operator shall not make any addition and / or alteration to existing structure in the park in any manner whatsoever without the written consent of the SJDA.
- 3. The successful bidder will have to enter into an agreement with this authority as per the licences deed & other term and conditions depicted in the NIT/ Tender document.
- 4. The operator shall be responsible for maintenance of the premises and he shall repair the damage of the premises if any from his own cost, if he fail to do so in reasonable time the same shall be done by the Siliguri Jalpaiguri Development Authority itself and amount shall be recovered from the earnest money / security deposit.
- 15. The operator will deploy / engaged required gardener (mali) , sweepers, other staff , security personnel etc required for operation and security of the park at his own cost . No liability whatsoever shall be borne by SJDA in respect of appointment / legalization/ continuation of service of employees instated/ deployed/ engaged by the agency for the purpose.
- 16. The whatsoever all costs relating to operating the park its cleanliness, payment of electricity charges, wages, repairing / renovation of equipment, etc. Should entirely be borne by the Operator. SJDA shall not pay anything to the agency in those respect.
- 17. The operator should operate the unit on continuous basis throughout the period. If the operator fail to run the unit for a period of 7 days continuously, the SJDA shall issue a notice to the operator and if the operator fails to operate the unit even after week on receipt of the notice, SJDA shall cancel the agreement and also forfeit the entire security deposit.

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- 18. All sections, permission, on objections, letters of intent, consents, licenses, clearance, approval etc, shall be obtained by the operator at his cost and document shall be kept effective and in force at all material time.
- 19. The successful bidder shall take care of the boundary wall of park, water body and all other structures and properties of the park and he shall be responsible for its maintenance of the entire park at his own cost.
- 20. The officials of SJDA /VIP's shall be exempted from entry fee in the parks, the official/officers visiting in the parks in connection with the official duty shall also be exempted.
- 21. The contractor shall provide 50% rebate to students of official tour/ on entry fee.
- 22. That any delay in payment of dues on the part of the contractor, any penalty / fine as imposed on contractor, the same shall be born and payable by the contractor without any contest, protest whatsoever
- 23. That the contractors shall fully & solely liable to pay income tax and other Taxes imposed by the Central/ State Government, Local Authority or any claim raised against the Siliguri Jalpaiguri Development Authorityon demand.
- 24. That the contractor shall not employ to work in the said assets any persons suffering from any contagious or infectious disease. For this purpose the Contractor shall obtain a medical certificate for each of employee from the Hospital/ Medical Practitioner when asked to do so
- 25. That the Contractor shall fully & solely responsible for the implementation of various labour legislations such as Minimum Wage Act, E.S.I. Act, and E.P.F. Act rules and By Laws of various Local Bodies/ Govt. And he shall be responsible to fulfil the requirements prescribed therein and maintain proper record there and is solely responsible for any violation. Further Siliguri Jalpaiguri Development Authority shall nave no laiblity whatever to such employee nor the employees shakll have any claim for payment in the Siliguri Jalpaiguri Development Authority on premature termination or on expiry of the contract period.
- 26. That the contractor shall not be entitled to claim any compensation for reduction in license fee on this account from Siliguri Jalpaiguri Development Authority, and Siliguri Jalpaiguri Development Authority shall be in no any obligation to reimburse any part of the same to Contractor.
- 27. That the contractor shall have to use the asset solely for which the contract is given.
- 28. That contractor shall not sublet either the whole asset or a portion of the same to any other third party

 The agency shall ensure that no encroachment is made in the park.
- 29. The contractor shall not alter the original shape of the structure of the premises and shall be liable to pay SJDA on demand.
- 30. The agency shall be solely responsible for timely trimming of grasses and keeping the park including lake in neat and healthy condition to the satisfaction. Of SJDA / officer authorized by the Authority of the purpose.
- 31. The operator/agency shall have to arrange necessary manpower in required strength including gardener, adequate secretary personal, sweeper etc. For the operation and maintenance of the park.

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- 32. Special attention shall be given by the operator for safety and security of the park and keeping the park and adjacent area clean.
- 33. For any kind of damage / theft of the existing properties / equipments of the park, cost rectification & compensation to SJDA should be borne by the bidder.
- 34. The agency shall not enter into sub-agreement with others and also the agency should not permit park for holding marriage and other functions etc. inside the park.
- \$5. The agency shall not remove or cut any plant, tree etc. including any other item from the park.
- 36. The agency shall not erect, construct or put any sort of structure, movable or immovable, temporary or permanent or semi permanent without the written consent of SJDA.
- 37. The agency shall be fully responsible for security of sculptures, solar panels, electrical installations, murals, paintings, boundary walls and all other properties and equipments inside and around the park and the agency shall be responsible for all damage or loss of such properties of the park and shall be liable of compensation to be paid to the SJDA binding upon the agency for such loss. The agency shall not use the flowers or any other fruit, plants, trees etc. for sale for any commercial use.
- 38. Under no circumstances alcoholic drinks and other intoxicants shall be served or allowed to consume in and around the park.
- 39. The agency shall not any time cost or permit any nuisance in or around the park which shall cause unauthorised inconvenience or disturbance to the locality or any other properties in the neighbourhood.
- 40. That the contractor have to maintain cleanliness & hygiene of the premise and its surrounding areas at their own cost.
- 41. That any other terms & conditions which are not specifically mentioned herein above may be added or incorporated in future, subject to mutual consent of both the parties hereto in consonance with the terms & conditions of this agreement.
- 42. That the authority shall be within its right to undertake any type of repairs / constructions work for development works of the park.
- 43. That on revocation of the contract or premature termination, the contractor shall hand over the peaceful possession of the asset and clear dues.
- 44. That in the event of any default in clearing the dues whatsoever to the Siliguri Japaiguri Development Authority shall have right to recover the dues from the security deposit without prejudice to legal action, if any.
- 45. If the contract is terminated because of a fundamental breach of contract by the Contractor, the Earnest Money and the Security Deposit will immediately be forfeited and deposited to the account of Siliguri Jalpaiguri Development Authority.
- 46. Operator shall not act contrary to any of the terms & conditions as stated above.

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47. The above terms & conditions may be altered by negotiation or otherwise at the sole discretion of this Authority.

requirements

Chief Executive Officerresponsible to fulfil the 459/1(12)[Admn/468/17/P-I Siliguri Jalpaiguri Development Authority

Dated: 15 [02 [202]

Copy forwarded for information to:

- 1) The Additional Secretary, North Bengal Development Department, Uttarkanya.
- 2) The District Magistrate, Jalpaiguri.
- 3) The District Magistrate, Darjeeling.
- 4) The Additional Executive Officer, SiliguriMahakumaParishad.
- 5) The Additional Executive Officer, JalpaiguriZillaParishad.
- The Sub Divisional Officer, Siliguri.
- 7) The Sub Divisional Officer, JalpaiguriSadar. 8) The Executive Officer, JalpaiguriMunicipality.
- 9) The District Information & Cultural Officer, Jalpaiguri.
- 10) The Sub Divisional Information & Cultural Officer, Siliguri.
- 1) The A.P., SJDA, for uploading in Website.
- 12) Office notice board.

Chief Executive Officer Siliguri Jalpaiguri Development Authority

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	TECHNICAL BID
1	Tender Notice No with date:
2.	Name of the agency:
3.	Address:
	· · ·
4.	Telephone/Mobile No:
, 5.	Enhail:
6.	Name and Contact information ,
	where the bidder has already
	provided the Boating facilities
	during last 3 years
1)	claration: I / We assure the Siliguri Jalpaiguri Development Authority that neither I/We, nor any of my / our workers will do any acts, which are improper/ illegal during the execution of the contract awarded to us. I / We will have no conflict of interest in any of our works / contracts at Siliguri Jalpaiguri Development Authority
Li	st of documents enclosed:
1.	
2.	
3.	
4.	
5.	
•	(Full signature of the Tenderer with seal of the Agency)
N	Technical Bid should be kept in separate sealed cover super scribing "Technical Bid" on it). The documents submitted should be self attested/ certified copy.

Above details should be submitted in Agencies letter head pad.

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FINANCIAL BID

EOI Notice No with date:

Name of the work	Quoted rate in figure (in Rs.) for one year	Quoted rate in words (in Rs.) for one year
Maintenance and Operation of Rajbaridighi Including Children Park , Jalpaiguri		

Date

(Full Signature of the tenderer with seal)

**NB:

- Financial Bid should be kept in separate sealed cover super scribing "Financial Bid" on 1. it).
- The Bidder to quote the rates to be payable to SJDA for single year.
- Bid should be submitted in Agencies letter head pad.