

SILIGURI JALPAIGURI DEVELOPMENT AUTHORITY

TENZING NORGEY ROAD, PRADHAN NAGAR, SILIGURI – 734 003

AN IS/ISO 9001:2008 CERTIFIED ORGANISATION

NOTICE INVITING BID

NIB No. 002/ADMN/RAJABRIDIGHI/ 2022-23 of SJDA (2nd Call)

Memo No.: 920/I/Admn/460/17/P-II/SJDA

Date: 8/6/22

Sealed Quotations are invited on behalf of Siliguri Jalpaiguri Development Authority from reliable resourceful bonafide and experienced firms / companies / individual contractors of the following work:

1. **Name of work** : **Maintenance and Operation of Rajbaridighi Park including Children Park with provision to display advertisement at the premises at Jalpaiguri**

1. NIB No. 002/ADMN/RAJABRIDIGHI/ 2022-23 of SJDA (2nd call)

2. **Name of Tendering Authority**: Chief Executive Officer, Siliguri Jalpaiguri Development Authority
3. 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 agency
4. **Earnest Money**: 15,000.00
5. **BASE RATE**: The quoted amount payable to the SJDA shall not be below Rs. 3,50,000/- (Rupees Three 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

6. **Quoting of Rate**: Rate is to be quoted for 1(One) year only. While putting the rate it is to be kept in mind that GST, TCS & other taxes as applicable will be added to that amount as per Govt. rules..
7. The amount of Earnest Money Deposit (EMD) must be submitted in the form of **Demand Draft** (Any scheduled commercial bank in India approved by the RBI) drawn in favour of the **Chief Executive Officer, SJDA, Siliguri** in case of offline Tenders/ Quotations against each of the work. Payment in any other forms i.e.: NSC, KVP, cheques etc. will not be accepted

8. **Submission of Tenders**:

Mode of submission: The tenderers shall submit their tenders in two sealed covers enclosed in a main sealed envelope addressed to the Chief Executive Officer, Siliguri Jalpaiguri Development Authority, Tenzing Norgey Road, Pradhan Nagar, Siliguri – 734 003.

a)

The sealed cover no. 1 shall be super scribed as "**Part – I (Technical Bid)**" containing technical and financial – specifications / particulars along with the Earnest Money and cost of tender documents (if necessary).

b)

The sealed cover no. 2 shall be super scribed as "**Part – II (Financial Bid)**"

9. **Eligibility criteria for participation in bid:-**

- ✓ i) Earnest Money Deposit in the form of Demand Draft for Rs. 15,000/-
- ✓ Registration Certificate of GST
- ✓ Documentary evidence for PAN, PTCC, Trade License etc.
- ✓ Income Tax Return for the assessment year.

- ✓ 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)
- ✓ Any other details tenderer wants to submit in support of his / her suitability.

Audit Report of last financial year is required to be submitted in case of Unemployed Engineers Co – operative and Labour Co – operative Societies authenticated by the appropriate authority.

viii) The sealed quotation is to be submitted at the drop box kept in front of Administrative Sections of SJDA on or before 17.06.2022 by **1.30** pm and will be opened at **2.30** pm on the same day.

ix) The undersigned reserve the right to reject / accept any / all quotation without assigning any reason there to.

10. **Receiving of Quotation Documents / Papers:** The Quotation will be received through tender/Quotation box kept in the office of the Chief Executive Officer, Siliguri Jalpaiguri Development Authority, Siliguri.
11. The bidders shall have to show original copies of the submitted documents at the time of evaluation of the Quotation.
12. Bidders or his authorised representative can be present, if so desires, at the time of opening of the bid.
13. The Bidder should quote **(Both in Words & Figure)**.
14. 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.
15. The intending Bidders shall clearly understand that whatever may be the out come 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.
16. Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in 'Instructions to Bidders' before bidding.
17. The agency shall not make any addition/ alteration or construct any structure at the site.
18. No **CONDITIONAL/ INCOMPLETE TENDER** will be accepted under any circumstances
19. In case of Quoting rates no multiple rate will be entertained by the SJDA.
20. **Normally highest bidder will be accepted & work order given 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.**
21. During scrutiny, if it is come to the notice to bid inviting authority that the credential or any other papers found incorrect/manufactured/fabricated, that tenderer will not be allowed to participate in the tender and that application will be out rightly rejected without any prejudice.
22. Before issuance of the work order, the bid inviting authority 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.
23. 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 location/premises
24. **Qualification Criteria:** The bidders shall have to meet all the minimum criteria regarding :-
The eligibility of a bidder will be ascertained on the basis of uploaded documents in support of the minimum criteria as mentioned in a & b above. If any document submitted by a bidder is either manufactured or false, in such cases the eligibility of the bidder/ tenderer will be out rightly rejected at any stage without any prejudice.
25. **Refund of EMD :** The Earnest Money of all the unsuccessful bidder will be refunded
26. The bidder shall have to comply with the provisions of (a) the contract labour (Regulation Abolition) Act. 1970(b) Apprentice Act. 1961 and (c) minimum wages Act. 1948 of the notification thereof or any other laws relating thereto and the rules made and order issued there under from time to time.

27. **Deposition of Quoted Amount:** 100% amount of the quoted rate with all taxes as admissible as per Govt. order (including GST 18% + TCS 2%) for first one year to be deposited in advance on selection and similar mode of payment (with 5% increase per year) will be fixed for successive years.
28. The Successful bidder (as lessee) will also has 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 / 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.

SCOPE OF WORK, TERMS AND CONDITIONS

1. Scope of work:

Sell of tickets at Children Park, display of advertisement at Rajbari Dighi Lake, Jalpaiguri

2. Period of criteria:

The contract will be for a period of 01 (One) year, which may be extended for another two years on satisfactory execution of the work by agency.

3. Security and Payment:

- a. The Bidders shall deposit EMD of Rs. 15,000/- at the time of deposit of tender. EMD of the successful bidder will be kept as security amount for the duration of the lease period. It will be returned only after the completion of the lease period.
- b. No interest will be payable on security deposit.
- c. The Security Deposit is liable to be forfeited wholly or partially if"
 - a) The standard of boats and services deteriorates during the tenure of contract.
 - b) Persistent misbehaviour of contractor or his employees.
 - c) Any damage is caused by the contractor / his or her employee(s) or caused to be allowed to any person to the water body, property, equipment and any other things belonging to SJDA in the location.
 - d) The tenderer declines to render services at the rates agreed upon, due to any reason.
 - e) Tender fails to fulfill any terms & conditions of agreement.
- d. The successful bidder will have to deposit entire accepted amount in advance within seven days from the day of issue of letter of award in favour of Chief Executive Officer, Siliguri Jalpaiguri Development Authority at the details of AC No as would be supplied by the SJDA to successful bidder.

4. COST OF TICKETS

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

5. TIMING

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)

6. 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.
3. 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 saplings planted 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.
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 provision of The Apprentice Act, 1961, Minimum Wages Act, 1948, 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.
11. 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.
13. 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.

14. 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 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.
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 , 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.
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.
35. 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.
47. The above terms & conditions may be altered by negotiation or otherwise at the sole discretion of this Authority.

Memo No.:

980/1(8)

/SJDA

hl
Chief Executive Officer,
Siliguri Jalpaiguri Development Authority

Dated:

8/6/22

Copy Forwarded to:-

1. The Superintending Engineer, SJDA
2. ☒ The Associate Planner, SJDA for uploading in SJDA website.
3. Notice Board, Siliguri Jalpaiguri Development Authority, Siliguri.
4. Notice Board, Siliguri Jalpaiguri Development Authority, Jalpaiguri.
5. Notice Board, UTTARKANYA, Fulbari
6. Notice Board, Siliguri Mahakuma Parishad
7. Notice Board, Jalpaiguri Zilla Parishad
8. Notice Board, O/o the SDO, Siliguri

St Rini Saha
Pr up (m)
8/6/22

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Chief Executive Officer,
Siliguri Jalpaiguri Development Authority