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Siliguri Jalpaiguri Development Authority
Tenzing Norgey Road, Pradhan Nagar, Siliguri-734003

Phone : Siliguri : (0353) 2512922, 2515647

Jalpaiguri : (03561) 230874

Fax : (0353) 2510056



No 1-8791/I/Admn/460/17/P-1

Dated 07.12.18

Notice inviting bid for maintenance and security of Rajbaridighi Park, Jalpaiguri through ticket system

For and on behalf of Siliguri Jalpaiguri Development Authority, Chief Executive Siliguri Jalpaiguri Development Authority invites bids for outsourcing of ticket counter at Rajbaridighi Park, Jalapiguri and **maintenance of the park at Rajbaridighi along with security arrangement** on lease hold basis with the entry fee as fixed hereunder for one year period, which may be extended for another two years on satisfactory performance by the agency.

The bidder will submit the documentary proof of all documents in support of his / her experience and eligibility with an earnest money (EMD) amounting Rs. 50,000.00 (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 submitting bid with supporting documents is 24.12.2018 within 2.30 p.m, in two separate sealed envelopes (technical and financial) marked "Maintenance, operation and management of Rajbaridighi, Jalpaiguri" and delivered to below mentioned address by hand or by post:

To,
Chief Executive Officer,
Siliguri Jalpaiguri Development Authority
Tenzing Norgay Road, Pradhan Nagar
Siliguri-734003.

The bid will be opened on 24th of December 2018 after 3.00 p.m.

The contract at initial stage will be awarded for a period of 1 (one) year , which may be extended for 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. 1,50,000/- (Rupees one 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. Filing of the bid:

The bidder has to submit their rate through off line bidding in prescribed proforma (sample in Page No 8 & 9) in the agencies letter head pad. The two separate sealed envelopes marked Technical and Financial Bid containing following documents is to be submitted by hand or by post:

1. Technical Bid Envelope containing self attested/ certified copy

- a. Trade License.
- b. PTCC, ITCC & PAN Card.
- c. Registration certificates of GST.
- d. Document in support of proof of Credential.
- e. EMD.
- f. 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.

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3. Mode of Selection:

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

4. Period of operation:

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

5. 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 if contract is extended]

Rate should be quoted both in figure and words.

Quoting of Multiple Rates and Overwriting will be disqualified.

6. Earnest 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).

7. Eligibility and criteria for participation in bid:

- i. Self attested / certified copies of the following documents are to be submitted along with the Bid.
 - a. Trade License.
 - b. PTCC, ITCC & PAN Card.
 - c. Registration certificates of GST.
 - d. Document in support of proof of Credential having experience in similar type of work.
 - 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)
 - f. 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 Bidders is allowed to submit only one Bid. A Bidder who submits more than one Bid will be disqualified.
- 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:** The Earnest Money of all the unsuccessful Bidder will be refunded.
- 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 / 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

8. 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

9. TIMING OF OPERATION OF PARK

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

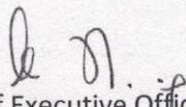
10. General Terms and Conditions:-

- i. The Lease period shall be 1 year commencing from the date of award of work order. After expiry of the 1(one) year period, the operator shall continue to renew the Agreement for further 2 (two) years period 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.
- ii. Renewal will be / may be permitted according to suitability on the basis of performance efficiency of the firm.

- iii. 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.
- iv. The operator will collect the maintenance charge through a ticketing system as per the rate fixed by Siliguri Jalpaiguri Development Authority.
- v. The operator shall not make any addition or alteration to the existing structure of the park in any manner whatsoever.
- vi. 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.
- vii. Financial offer should be firm and valid for entire contract period and the offered rate 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.
- viii. 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.
- ix. The successful bidder will have to pay yearly rent in advance within the 10th day of every following year with 5% increase of the 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 and recurring failure of payment of such rent will lead for termination of the agreement with forfeiture of entire security deposit.
- x. The successful bidder/ operator shall comply with the provisions 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 failing which there will be breach of Contract and the Siliguri Jalpaiguri Development Authority at his discretion take necessary measures against the Lessee.
- xi. 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.
- xii. Operator shall not make any addition and / or alteration to the existing structure in the park in any manner whatsoever without the written consent of the SJDA.
- xiii. The successful bidder will have to enter into an agreement with this authority as per the license deed & other terms and conditions depicted in the NIT/Tender document
- xiv. The operator shall be responsible for the maintenance of the premises and he shall repair the damage of the premises if any from his own cost, if he fails 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.
- xv. The Operator will deploy / engage 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 / regularization / continuation of service of the employees instated / deployed / engaged by the agency for the purpose.
- xvi. That whatsoever all costs relating to operating the park, its cleanliness, payment of electricity charges, wages, repairing/renovation of equipments, etc. Should entirely be borne by the Operator. SJDA shall not pay anything to the agency in those respects.
- xvii. The operator should operate the unit on continuous basis throughout the period. If the operator fails 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 one week

- on receipt of the notice , SJDA shall cancel the agreement and also forfeit the entire security deposit.
- xviii. All sections, permissions, no objections, letters of intent, consents, licenses, clearances, approvals etc, shall be obtained by the operator at his cost and such document shall be kept effective and in force at all material times.
 - xix. The successful bidder shall take care of the boundary wall of the park, water body and all other structures and properties of the park and he shall be responsible for its maintenance. Further the successful bidder shall be responsible for maintenance of the entire park at his own cost.
 - xx. 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.
 - xxi. The contractor shall provide 50% rebate to students of official tour/ on entry fee.
 - xxii. That any delay in payment of dues on the part of the contractor, any penalty/fine as imposed on the Contractor, the same shall be borne and payable by the contractor without any contest, protest whatsoever.
 - xxiii. That the contractor 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 Authority on demand.
 - xxiv. 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 its employee from the Hospital/Medical Practitioner when asked to do so.
 - xxv. 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 fulfill the requirements prescribed therein and maintain proper record there and is solely responsible for any violation .Further Siliguri Jalpaiguri Development Authority shall have no liability whatever to such employee nor the employees shall have any claim for employment in the Siliguri Jalpaiguri Development Authority on premature termination or on expiry of the contract period.
 - xxvi. 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 the Contractor.
 - xxvii. That the contractor shall have to use the asset solely for the purpose for which the contract is given.
 - xxviii. That the 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.
 - xxix. The contractor shall not alter the original shape of the structure of the premises and shall be liable to pay SJDA on demand.
 - xxx. 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 for the purpose.
 - xxxi. The operator/agency shall have to arrange necessary manpower in required strength including **gardener, adequate security personnel, sweeper** etc. for the operation and maintenance of the park

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- xxxii. Special attention shall be given by the operator for safety and security of the property of park and keeping the park and adjacent area clean.
 - xxxiii. 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.
 - xxxiv. 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.
 - xxxv. The agency shall not remove or cut any plant, tree etc. including any other item from the park
 - xxxvi. 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.
 - xxxvii. The agency shall be fully **responsible for security of sculptures, solar panels, electrical installations, murals, paintings, boundary walls and all other properties and equipment inside and around the park** and the agency shall be responsible for all damages 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.
 - xxxviii. Under no circumstances alcoholic drinks and other intoxicants shall be served or allowed to consume in and around the park.
 - xxxix. The agency shall not any time cause or permit any nuisance in or around the park which shall cause unauthorized inconvenience or disturbance to the locality or any other properties in the neighborhood.
 - xl. That the contractor shall have to maintain cleanliness & hygiene of the premises and its surrounding areas at their own cost.
 - xli. That any other terms and 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 and conditions of this agreement.
 - xl. That the authority shall be within its right to undertake any type of repair /construction work for development works of the park.
 - xlii. That on revocation of the contract or the vacation of the premises by the contractor for any reason whatsoever , the contract shall not remove the premises the furniture and fixtures, moveable type of belongings to the contractor without prior written permission of the SJDA
 - xliv. That on expiry of the contract or premature termination, the contractor shall hand over the peaceful possession of the asset and clear all dues.
 - xl. That in the event of any default in clearing the dues whatsoever to the Siliguri Jalpaiguri Development Authority shall have right to recover the dues from the Security deposit without prejudice to legal action, if any.
 - xli. 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.
 - xlvii. Operator shall not act contrary to any of the terms and conditions as stated above.
 - xlviii. The above terms and conditions may be altered by negotiation or otherwise at the sole discretion of this Authority.


Chief Executive Officer
Siliguri Jalpaiguri Development Authority

TECHNICAL BID

1. Tender Notice No with date
2. Name of the agency-
3. Address
4. Telephone/Mobile No
5. Email

Declaration:

- 1) 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.
- 2) I / We will have no conflict of interest in any of our works / contracts at Siliguri Jalpaiguri Development Authority

List of documents enclosed:

- 1.
- 2.
- 3.
- 4.....

(Full signature of the Tenderer with seal of the Agency)

NB:

1. Technical Bid should be kept in separate sealed cover super scribing "Technical Bid" on it).
2. The documents submitted should be self attested/ certified copy.
3. Above details should be submitted in Agencies letter head pad.

ANNEXURE- II

FINANCIAL BID

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
Operation and maintenance of at Rajbaridighi Park, Jalpaiguri.		

Date

(Full Signature of the tenderer with seal)

****NB:**

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

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Date

(Full Signature of the tenderer with seal)

**NB:

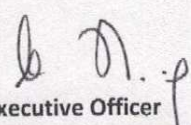
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2. The Bidder to quote the rates to be payable to SJDA for single year.
3. Bid should be submitted in Agencies letter head pad.

Memo No :- 8791/1(10)/SJDA

Dated :- 07. 12. 18

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, Siliguri Mahakuma Parishad.
- 5) The Additional Executive Officer, Jalpaiguri Zilla Parishad.
- 6) The Commissioner, Siliguri Municipal Corporation.
- 7) The Sub Divisional Officer, Siliguri.
- 8) The Sub Divisional Officer, Jalpaiguri Sadar.
- 9) The Executive Officer, Jalpaiguri Municipality..
- 10) Office website.
- 11) Office notice board.


 Chief Executive Officer
 Siliguri Jalpaiguri Development Authority