



OFFICE OF THE CHIEF EXECUTIVE OFFICER

Siliguri Jalpaiguri Development Authority (SJDA)

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Memo No.: 1564 /I/ADMN/460/17/SJDA/P-II

Dated: 07/09/21

NOTICE INVITING BID (E- BIDDING) NO. 02/ADMN/Rajbaridighi/21-22 of SJDA (4th Call)

Chief Executive Officer, Siliguri Jalpaiguri Development Authority (SJDA), Siliguri invites ONLINE BID (E-BID) of the following work.

1. Name of Work: Maintenance and Operation of Rajbaridighi Park including Children Park, Jalpaiguri

2. E- Filing: In the event of e-Filing, intending bidder has to download the bid document from the <http://wb-tenders.gov.in> directly by the help of Digital Signature Certificate. Details are narrated in "Instruction to Bidders". Tender time schedule stated at Page No.02 of 12.

3A. 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.

3B. 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.

4. Earnest Money amounting to Rs.50,000/- (Fifty thousand only) to be submitted online in favour of the Chief Executive Officer, Siliguri Jalpaiguri Development Authority (To be converted into Security Deposit on selection of successful bidder). At the time of uploading the E-Bid, the intending bidder should select the Bid and initiate payment of pre-defined EMD for that Bid by selecting from either of the following payment modes:

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 with his/ her tender/ bid as per Memorandum No.3975-F (Y) dated.28/07/2016 of Secretary to the Govt. of West Bengal, Finance Department. The H1 bidder shall make the Formal Agreement after getting the letter of acceptance (LOA) issued by the Bid Inviting Authority. Failure to make the formal agreement within the time period as prescribed in the Letter of Acceptance (LOA) for the purpose, may be construed as an attempt to disturb the tendering/ bidding process and will be dealt with accordingly in a legal manner as deemed fit including blacklisting the bidder.

5. 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.

5. Eligibility criteria for participation in bid:

- ✓ Earnest Money Deposit in the form of Demand Draft for Rs. 50,000/-
- ✓ Registration certificate of GST
- ✓ Details of experience of similar work
- ✓ 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.

e. Any change of BOQ will not be accepted under any circumstances.

7. Date & Time Schedule:

Sl. No	Particulars	Date & Time
1	Date and time of Publishing of Bid (<i>online</i>)	11.09.2021 at 4:00 PM
2	Bid documents download and uploading of bid start date and time (<i>online</i>)	11.09.2021 at 4:00 PM
3	Bid proposal download & Uploading ended date & time (<i>online</i>)	24.09.2021 upto 4:00 PM
4	Bid opening date for Technical Proposal (<i>online</i>).	27.09.2021 at 11:00 AM.
5	Bid opening date for Financial Proposal (<i>online</i>).	Will be declared after Technical Evaluation.

8. Defaulter agencies w.r.t any works awarded earlier by SJDA will not be considered for the works.

9. 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.

10. 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.

11. Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in 'Instructions to Bidders' before bidding

12. The agency shall not make any addition/ alteration or construct any structure at the site.

13. No CONDITIONAL/ INCOMPLETE TENDER will be accepted under any circumstances.

14. In case of Quoting rates no multiple rate will be entertained by the SJDA.

15. **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.**

16. 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.

17. 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.

18. 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.

19. **Qualification Criteria:** The bidders shall have to meet all the minimum criteria regarding :-

a) Financial Capacity

b) Experience / Credential

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.

20. **Refund of EMD :** The Earnest Money of all the unsuccessful bidder will be refunded

21. 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.

22. **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

23. 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:

Boating facilities at Rajbaridighi 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. 50,000/- 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
 - i. The standard of boats and services deteriorates during the tenure of contract.
 - ii. Persistent misbehaviour of contractor or his employees.
 - iii. 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.
 - iv. The tenderer declines to render services at the rates agreed upon, due to any reason.
 - v. 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
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5. TIMING OF BOATING

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 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.

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 Authority 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 have no liability whatever to such employee nor the employees shall 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.

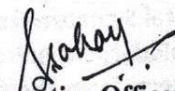

Chief Executive Officer
Siliguri Jalpaiguri Development Authority

1564
Memo No. /1(8)/I/Admn/460/17/P-I

Dated: 07/09/2021

Copy forwarded to :-

1. Addl. Chief Engineer, SJDA
2. Superintending Engineer, SJDA.
3. A.P., SJDA, for Website uploading.
4. Notice Board, SJDA.
5. Notice Board, UTTARKANNYA, Fulbari.
6. Notice Board, Siliguri Mahakuma Parishad.
7. Notice Board, Jalpaiguri Zilla Parishad.
8. Notice Board, O/o the SDO, Siliguri.


Chief Executive Officer

Siliguri Jalpaiguri Development Authority

Smt. Reini Subo
As uplnd.
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9/9/21.

INSTRUCTION TO BIDDERS

SECTION – A

1. General guidance for e-Bidding

Instructions/ Guidelines for bidders for electronic submission of the bid online have been annexed for assisting the agencies to participate in e-Tendering

2. Registration of Bidder

Any bidder willing to take part in the process of e-bidding will have to be enrolled & registered with the Government e-Procurement system, through logging on to <http://wbttenders.gov.in>. The agency is to click on the link for e-Tendering site as given on the web portal.

3. Digital Signature certificate (DSC)

Each bidder is required to obtain a class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Information's Centre (NIC) on payment of requisite amount. Details are available at the Web Site stated in Clause 2 of Guideline to tenderer DSC is given as a USB e-Token. Where an individual person holds a digital certificate in his own name duly issued to him against the company or the firm of which he happens to be a director or partner, such individual person shall, while uploading any tender/ bidder for and on behalf of such company or firm invariably upload a copy of registered power of attorney showing clear authorization in his favour, by the rest of the directors of such company or the partners of such firm, to upload such bidder. The power of attorney shall have to be registered in accordance with the provisions of the registration act, 1908.

4. The agency can search & download NIB & Bid Documents electronically from computer once He/ She logs on to the website mentioned in Clause 2 using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

5. Submission of E -Bid

E- Bid is to be submitted through online to the website stated in Cl. 2 in two folders at a time, one in Technical Proposal & the other is Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC). The virus scanned copies of Digitally Signed documents are to be uploaded. The documents will be submitted as follows:

A. Technical proposal

The Technical proposal should contain scanned copies of the following two folders (Covers for Offline)

A-1. Statutory folder Containing

- I. Application in letter headed pad.
- II. Credential/Experience Certificate
- III. Earnest money Deposit (EMD) Receipt as prescribed in the NIB against the work in favour of the Chief Executive Officer, Siliguri Jalpaiguri Development Authority,
- IV. NIB (Download & upload the same after Digitally Signed). Quoting rate will only be encrypted in the B.O.Q. under Financial Bid. In case quoting any rate except in BOQ the bid liable to summarily rejected.
- V. Special Terms & condition (Download & upload the same after Digitally Signed)

Sl. No.	Category Name	Details
A.	CERTIFICATES	Professional Tax(PT) deposit receipt challan for the year 2020-21, Pan Card, Income Tax (Saral) Acknowledgement receipt for Assessment year 2020-21 GST Registration Certificate
B.	COMPANY /Firm matters	1. Registration Certificate under Company Act. (if any). 2. Registered Deed of partnership Firm/ Article of Association & Memorandum 3. Power of Attorney (For Partnership Firm/ Private Limited Company, if any) 4. Registration certificate issued by the co-operative department, audited report audited by Co-operative department for the year not earlier than 2017-18 . Resolution copy of LAST Annual General Meeting authenticated and certified by the Appropriate Authority in this regard , are to be submitted by the Registered labour Co-Op(S), Engineers' Co.- Opt.(S)
C.	Credential Certificates	Credential Certificate: As stated earlier Credential certificate is be issued by the competent authority showing satisfactorily completion as a prime agency during the last 3(three) years prior to the date of issue of this NIB a single work of similar nature of SJDA or of other State/Central Govt. Deptt or statutory body, Zilla Parishad, Mahukuma Parishad, Panchayat Samiti or Municipality.

Note-Failure of submission of any of the above mentioned documents will render the tender liable to be summarily rejected.

B. Bid evaluation

- i. Opening of Technical proposal: - Technical proposals will be opened by the Chief Executive Officer, or his authorized representative electronically from the web site stated using their Digital Signature Certificate.
- ii. Folder (Cover for offline) of statutory documents should be opened first & if found in order, Folder for non statutory documents will be opened. If there is any deficiency in the statutory documents the tender will summarily be rejected.
- iii. Cover(folder) statutory documents should be opened first & if found in order, cover(Folder) for non statutory documents will be opened. If there is any deficiency in the statutory documents the tender will summarily be rejected.
- iv. While evaluation the Chief Executive Officer may summon the bidder & seek clarification / information or additional documents or original hard copy of any of the documents already submitted & if these are not produced within the stipulated time frame, their proposals will be liable for rejection

C. Financial Proposal

- i. For the financial proposal, the contractor is to quote the rate online through computer in the space marked for quoting rate in the BOQ.
- ii. Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the contractor.

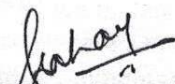
6. Penalty for suppression / distortion of facts

If any bidder fails to produce the original hard copies of the documents (especially Credential Certificate) or any other documents on demand of the Chief Executive Officer within a specified timeframe or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression, the bidder will be suspended from participating in the tenders/ bid on e-Tender platform for a 3 (three) years. In addition, his user ID will be deactivated and Earnest money deposit will stand forfeited besides, the SJDA may take appropriate legal action against such defaulting bidder as per law.

7. Rejection of bid

The bid inviting authority reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time prior to the 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 ground for Employer's action.

N.B.: The Bidder whose Bid has been accepted will be notified by the SJDA. The Letter of Acceptance will constitute the formation of the Contract. All the Bid documents including NIB & B.O.Q. will be the part of the Contract Document.


Chief Executive Officer
Siliguri Jalpaiguri Development Authority