



OFFICE OF THE CHIEF EXECUTIVE OFFICER

Siliguri Jalpaiguri Development Authority (SJDA)

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Memo No.: **418** /I/ADMN/703/SJDA/SJDA/2021

Dated: **21/03/22**

NOTICE INVITING BID (E- BIDDING) NO. 01/ADMN/Rajbaridighi/21-22 of SJDA (5th Call)

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

1. Name of Work: Management and Operation for Boating Facility at Rajbaridighi Park Lake with provision to display advertisement at the premises at Jalpaiguri

There are 01 no 6 seater, 01 no 04 seater and 02 nos 2 seater boats available at the Rajbaridighi Park provided by Siliguri Jalpaiguri Development Authority

2. E- Filing: In the event of e-Filing, intending bidder has to download the bid document from the <http://wbttenders.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 011.

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. 2,50,000/- (Rupees Two 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.
- ✓ Reference with Name and Contact information, where the bidder has already provided the Boating and Water Sport facilities during last 2 years
- ✓ 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>)	21.03.2022 at 4:00 PM
2	Bid documents download and uploading of bid start date and time (<i>online</i>)	21.03.2022 at 4:00 PM
3	Bid proposal download & Uploading ended date & time (<i>online</i>)	05.04.2022 upto 4:00 PM
4	Bid opening date for Technical Proposal (<i>online</i>).	08.04.2022 at 11:00 AM.

5	Bid opening date for Financial Proposal (<i>online</i>).	Will be declared after Technical Evaluation.
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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 with provision to display advertisement at the premises, 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

The cost of ticket per head will be Rs. 30/- (Thirty) per head per hour. The rate should be displayed at the prominent place / outside the ticket counter.

5. TIMING OF BOATING

The facility will be made available everyday (from Monday to Sunday) from 10.00 a.m to 4.00 p.m.

6. RESPONSIBILITIES OF OPERATOR / AGENCY

- I. Contractor shall follow and comply with Requirements / ACTS / Rules / Notifications by Government and Guidelines provided for Boating or Water Sports / activities.
- II. The SJDA will provide 2 to 4 numbers of different types of boats (Two seater paddle, Four seater paddle boats) etc. at Rajbaridighi. The boats and equipments supplied by SJDA shall be kept in excellent safe operative conditions by the agency who is allotted with the work.
- III. Any loss or damage to the boats and equipments, the agency shall pay the damage cost to SJDA.
- IV. The contractor will arrange and provide other auxiliary and support infrastructure or equipment for operations and maintenance of the facility.
- V. All other capital cost in respect of boating, life saving gadgets and equipments, life jackets etc. their operation and maintenance will be borne by the contractor.
- VI. Ticket rates will be Rs. 30/- per head per hour.
- VII. The contractor will keep the sufficient number of life jackets and he will ensure that no person boards any boat without the life jackets. The contractor will also educate the staff, the importance of boating with life jackets. It will be widely displayed that nobody will be allowed boating and Water Sports without life jacket.
- VIII. The contractor will keep security guard(s) to keep watch on the activities in the water body. Agency will provide Public Address System for making announcement in case of emergency and ensure safety of the users of the boat etc. and to rescue anyone in need of distress.
- IX. The contractor will depute sufficient number of trained lifeguards to ensure the safety of the visitors.
- X. Inflated tubes with nylon ropes to be provided at every 100 mtrs or such short distance as may be required on the periphery of the water body for rescuing the visitors.
- XI. Life saving equipments such as first aid kits, stretchers, inflated tubes, life jackets etc will be kept at the sites by the contractor, always handy and in perfect working conditions.
- XII. The contractor shall charge from the person using / availing Boating facility at the rate fixed by the SJDA and same shall be displayed in the notice board at prominent place/outside the ticket booth.
- XIII. The contractor shall at his own cost engage suitable and trained staff/employee/worker and they shall not be less than 18 years and the contractor shall comply with all the statutory requirements regarding engagement of the workers.
- XIV. The Contractor shall pay the minimum wages as prescribed by the Labour Department, Government of West Bengal to the persons engaged by him/her and abide by other Labour Laws.

- XV. The contractor will furnish a list of his employees with their names, Father's Name, Correspondence Address as well as Permanent Address, Date of Birth and Photographs to the SJDA for record.
- XVI. The contractor shall provide Identity Cards and Uniforms to all his staff at his own cost.
- XVII. The contractor will be responsible for observing all the legal requirement/obligations/statutory compliance regarding working conditions of his employees under various Labour, Service, ESI, PF and other laws which may be in force.
- XVIII. Neither contractor nor any of his employees will perform the duty in drunken condition and if the contractor or any of his employees is found in such state, it may result in termination of the contract. The contractor shall not bring, store, stock, keep or sell any illicit or contraband articles at the location/premise.
- XIX. In case any legal action is brought about by any of the employees of the contractor for any duration in regard to his service conditions, benefits or any other loss or any injuries suffered during performance of his duties etc, the entire responsibility shall be of the contractor.
- XX. The behaviour of the contractor and his employees with the visitors/public/passengers shall be polite and courteous. The employee of the contractor, who will be dealing with the public shall be well mannered and of co-operative attitude. Further they shall be in proper uniform.
- XXI. In case the contractor or his employees are found guilty of moral turpitude or any anti-social activity, the contract may be cancelled by the SJDA. Besides, SJDA will be at liberty to take criminal/civil action as per provision of law against such person.
- XXII. SJDA will not be responsible for payment of any type, on account of any loss occurring due to conduct or act of employees of the contractor for which the contractor shall be exclusively liable.
- XXIII. In case of any mishap or any accident in the contract space, the contractor shall be solely responsible for civil damages and criminal action. Also it will be the responsibility of the contractor to shift the person/persons on this account to a suitable medical facility at his cost and meeting his/her medical expenses if so required.
- XXIV. The contractor will not transfer or sublet the contract.
- XXV. The contractor will not make any kind of excavation or construction including alteration or modification in the premises without the permission of SJDA in writing and further, he shall have no right to use SJDA's property for his/her employees' personal purpose. The contractor shall not claim any such alteration/modification to be removed which may damage the premises as originally existing at the expiry of contract or extended period thereof.

- XXVI. The contractor will not alter or damage SJDA's property and equipments as well the plantation work provided in the premises. In fact he shall be responsible for its care and safety, failing which he will be liable to pay its cost as decided by the SJDA.
- XXVII. SJDA has the authority to inspect the leased space anytime without giving any notice to the contractor.
- XXVIII. The contractor will keep the premises in good, clean and hygienic order and maintain it in its original and aesthetic shape.
- XXIX. Contractor will keep the water in the lake and the surrounding areas neat and clean.
- XXX. The contractor will not use or permit others to use the premises for the publicity purpose in any shape or form.
- XXXI. The contractor will not encroach upon the rights of other contractors running their business in the SJDA premises.
- XXXII. Maintenance of the premises will be the responsibility of the contractor during the lease period.
- XXXIII. On termination of contract, the contractor will hand over the site(s) to SJDA in the condition/manner it was received except as provided elsewhere herein, else SJDA will have the right to deduct cleaning/repair etc cost from the security (EMD) or other dues payable or charge the contractor for the same.
- XXXIV. Boating facility should be made available everyday from 10 am to 4 pm and the same shall be displayed in the notice board outside ticket counter. If opening and closing times are changed by the SJDA, the contractor will accordingly change the timings for services.
- XXXV. The contractor will arrange to collect payment on agreed rates for Boating facility from visitors or on his/her own. Any credit facility extended by contractor will be at his/her cost and risk. The SJDA will not take any responsibility on this account.
- XXXVI. All statutory requirements regarding payment to the workers shall be exclusive liability of the contractor.
- XXXVII. All the Taxes applicable from time to time shall be the responsibility of the contractor.
- XXXVIII. The contractor will be himself/herself responsible for insurance of his/her goods and will indemnify SJDA from any losses due to operations, fire, theft, force majeure etc.
- XXXIX. During activity, any damage, loss of life, accident, defamation case, breach of any law etc or consequential claim shall be sole responsibility of the contractor/operator and SJDA will be free from such liabilities.
- XL. The operator shall abide by and observe each and every law, rules and regulations of the Police, local bodies, Government and Statutory Authorities for operating the activity.

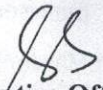

Chief Executive Officer
Siliguri Jalpaiguri Development Authority

Memo No. 418 /1(8)/I/ADMN/460/17/P-I

Dated: 21/03/22

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. N.B.D.P
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

Attn: Sd/- A.P. Prasad.
M. upad.
M. B. P.

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)

A-2. Non statutory Cover Containing

Sl. No.	Category Name	Details
A.	CERTIFICATES	Professional Tax(PT) deposit receipt challan for the year 2018-19, Pan Card, Income Tax (Saral) Acknowledgement receipt for Assessment year 2018-19 GST Registration Certificate
B.	COMPANY /Farm 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 2016-17 . 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 5(five) 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 (As stated in A-1 and A-2) will render the tender liable to summarily rejected for both statutory & nonstatutory cover.

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

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