

# OFFICE OF THE BOARD OF COUNCILORS BISHNUPUR MUNICIPALITY

## Bishnupur, Bankura

Pin-722122, Office telephone-03244252073/252591

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**Memo no: - 4724 / XI- 8**

**Dated- 29.03.2023**

### OFFICE OF THE BOARD OF COUNCILORS OF BISHNUPUR MUNICIPALITY

**INVITING ELECTRONIC NIQ NO.:- NIQ-3e/BM/LALBANDH/2022-23**

### Nie-Q Notice for Renting out of Fish Pond, Boating and Floating Restaurant of Lalbandh, Bishnupur, Bankura (Period of- 10 years)

Chairman Bishnupur Municipality intends to rent out of Historical Pond 'Lalbandh' thus invites the Quotation/ Bid from the Interested Person/ Party / Agency for tendering in online bid system.

#### **Section 1: Notice for Participation in single bid Tender for Renting Out**

Sl.	Items	Details
1	Bid Details	Invitation of the Quotation/ Bid from the Interested Person / Party / Agency in Single Bid System for "Fish Pond, Boating and Floating Restaurant of Lalbandh, Bishnupur, Bankura".
2	Period of the Contract	10 Years from the Date of Bid Acceptance Letter.
3	Earnest Money Deposit (EMD)	<b>Rs. - 88350.00 (up to 10 years &amp; refund after 10 years)</b> The EMD Amount in the shape of RTGS/NEFT of any nationalized / scheduled bank drawn in favour of "Chairman, Bishnupur Municipality payable at Bishnupur against the work. This clause is also applicable for all categories of applicants except those are exempted as per prevailing Government Order. Total EMD to be paid through NEFT/RTGS (any of the banks listed in the ICICI bank payment Gateway) In case of payment through ICICI bank payment Gateway, ICICI bank NEFT/RTGS will also be valid as per Memorandum No.3975-F(Y) dated-28/07/2016 & 2365-F (Y) Dt.-12/04/2018 of Finance Department, Govt. of WB.
4	Bid Document	In the event of e-filling, intending tenderer may download the tender documents consisting of this N.I.T. Instruction to tenderer (section-A), different forms & affidavits (Section-B), Special Terms & Conditions (Section-C), Specification of work (Section-D), Schedule of works (BOQ), Form-'2908 and Corrigenda & Addenda (if any) from the web site <a href="http://wbtenders.gov.in">http://wbtenders.gov.in</a> directly with the help of digital signature certificate.

5	Tender Fees	<b>4000/- (Rupees four thousand Only) non refundable</b>		
6	Address for Submission in	<a href="http://wbtenders.gov.in">http://wbtenders.gov.in</a>		
7	Bid Schedules	Date	Time	
(i)	Date of uploading of N.I.Q and other documents	31.03.2023	11 : 00 A.M.	
(ii)	Date of start of downloading the documents, etc	31.03.2023	11.00 A.M	
(iii)	Date of closing of downloading the documents, etc	17/04/2023	05.00 P.M.	
(iv)	Date of closing of submission of Technical Bid & Financial Bid	17/04/2023	05.00 P.M.	
(v)	Date & place of Pre-Bid Meeting (at Office of the Bishnupur Municipality)	05/04/2023	12.00 P.M.	
(v)	Date of opening of the Technical Bid	20/04/2023	11.00 A.M.	

**Please Note:-**

This Advertisement Details is available at P.W. Dept. Bishnupur Municipality or any consult Somnath Roy, S.A.E. Bishnupur Municipality & Asit Sharma, Head Clerk Bishnupur Municipality website <http://wbtenders.gov.in> & News Paper

**Section 2: ELIGIBILITY CRITERIA:-**

The interested Bidder should full fill following criteria for participating Open Auction Process.

**THE FOLLOWING DOCUMENTS SHOULD BE UPLOADED WITH THE TENDER**

Sl.No.	Category Name	Sub-Category Description	Details
A.	CERTIFICATES	CERTIFICATES (mandatory)	<ol style="list-style-type: none"> <li>Valid 15-digit Goods and Services Taxpayer Identification Number (G.S.T) under GST Act, 2017.</li> <li>Valid PAN issued by the I.T. Department.</li> <li>Professional Tax clearance certificate with P. Tax Challan (from 01.04.2022 to 31.03.2023)</li> <li>IT Acknowledgement Receipt for assessment year 2019-20, 2020-21 &amp; 2021-22.</li> <li>In case Fish Producer group PAN &amp; GST will be allowed for any authorized person of the group.</li> </ol>
B.	Company details	Company details-1(mandatory)	<ol style="list-style-type: none"> <li>Proprietorship firm (Trade License)</li> <li>Partnership firm (Partnership deed, Trade license)</li> <li>LTD. Company (Incorporation certificate, Trade License).</li> <li>Society (society registration copy, trade license,</li> </ol>

C.	Credential	Credential-1	Credential Documents 40% of the Base Price in single work/ 30% of the Base Price in double work/ 80% of the Base Price in running work showing similar categories from Govt. establishments / Private / projects/ tourism sectors of last 5 years or fish producing group approval by the Government as admissible without having any credential.
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Sl. No.	Type	Plot No.	Area of Bundh in acres	Reserve/ Base Price per Years (in Rs.)
1	Earthen Pond (Fish)	23214, 23057(LR) 14176 (RS)	4.47 Acre, 1.73 acre (22.48 Ha.)	3,41,696.00
2	Boating			50,000.00
3	Floating Restaurant			50,000.00
<b>Total =</b>				4,41,696.00

**Note-** The Base price submitted by the bidder will be increased @5% as cumulative basis as **Section-5**.

**Section 3(A). Terms & Condition to Bidders of Fish Pond**

1. Any of the tender or fax/letter/e-mail will not be accepted after opening of the tender. The list (including their name & address) of the personnel which will be engaged for fish culture will be deposited at Municipal office and then municipality will issue work order. Any person enters at the spot for fish culture without work order will not be allowed.
2. The Agency will be responsible for fish seed, food, feeding & take care of fishes and fish ponds.
3. The Agency has rights for fish culture only in tendered ponds. The Agency will not have any rights to involve directly or indirectly into the work/activities which are not related to tender such as fire/ Animal Husbandry/ any construction work at the spot/ utilization of work for keeping vehicles or machineries and other kind of work which makes roadblocks of farm work, etc. Any losses due to above activities will be recovered from him including forfeiting of his amount & rejection of contract.
4. The Agency will be responsible for fish seed, food, feeding & take care of fishes and fish ponds.
5. If any kind of tax/permit, etc. is applicable for fish culture will be borne by the Agency only.
6. The Agency has no rights to claim any subsidy or loss occurred due to loss of fish/poor yield due to shortage/excess of water in tanks/ponds or any natural disasters/ disease caused.
7. All the operations i.e. fish seed storage, fish culture, feeding, any other operation, fishing and supply of fish will be performed strictly in the day time. Only security personnel will be allowed in nights for security purpose of fishes after permission/recommendation of the Competent Authority.
8. The Agency will have to arrange his own net for fishing and own vehicles for supply of fishes on his cost.
9. Losses, if any/damage in Lalbandh premises caused by the Agency or his personals will be recoverable from the Agency including termination of his contract.
10. The Agency will have to abide by the rules/instructions given by Fishery Department.
11. The Agency or his personal will be prohibited from preying/hunting of wild life in the pond area. If they do so, they will be held responsible and the offence will be punishable as per existing rule of law.
12. Carrying of the fishes through any vehicle outside the Lal Bandh will be allowed after proper documentation.

**Section 3(B). Terms & Condition to Bidders of Boating:-**

1. Valid registration, valid license for the boats which he proposes to put into service as required under appropriate government department.
2. The price of ticket for boating facilities shall be determined by the Bishnupur Municipality for the present the ticket price shall be as follows:

Sl. No.	Description	Time	Amount(Rs.)
1	2 sitter boat	30 Minutes	50
2	4 sitter boat	30 Minutes	100
3	Family boat	30 Minutes	150

(Minimum 10% increase per year is considerable)

3. The safety and security of the visitors will rest with the successful tenderer .He should take adequate care and precaution to ensure security of the visitors by providing life jackets, rescue boats etc along with man power to prevent mishap if any.
4. The successful tenderer will be allowed to utilize the booking counter and boat ghat area of both Municipal Authorities for operating boating facility. No place other than specified site shall be allowed. The said counter shall be maintained at his own cost. The area should be cleaned, sanitized by the tenderer on regular basis.
5. For any loss of life and property of the visitor utilizing the boating facility, the operator will be held solely responsible. The operator has to provide security cover to the visitors and group insurance of the visitors using the boating facility.
6. The successful tenderer shall provide safe, efficient and properly coordinated boating service for carriage of visitors on the water body of Lalbandh.
7. The successful tenderer shall (a) Ensure that the environment, culture, landscape flora and fauna and any other local feature of the place are not disturbed and maintained for all time in its natural shape. (b) Ensure that the area of operation over Lalbandh be maintained free of weed growth throughout the year at his own cost. In the event that the tenderer fails to satisfy the above norms the cleaning, sanitation & other works shall be execute by the Department at the cost of the tenderer by way of recovery from his Security Deposit amount.
8. The successful tenderer shall maintain a uniform dress code to its employee along with photo Identity Card with separate unique identification number to his staff deployed for the service at his own cost. The design & colour of the dress along with unique identification shall be decided by the Municipal authorities.
9. The successful tenderer shall print the tickets at his own cost and submit the printed tickets to the municipal authority for due authentication for final use of the tickets. The tickets without authentication by above municipal authority shall not be valid and utilize in the service.
10. The tenderer shall not display any sign board of its own un-authorize. All the signboard relating to boating operation shall be provided by the park authorities in appropriate place.
11. Any difference or dispute arising between the parties shall be subject to jurisdiction of Bishnupur.

**Section 3(C). Terms & Condition to Bidders of Floating Restaurant:-**

Means the wooden platform constructed and erected over the Lalbandh by using props “Sal Balla” or any other approved structured made by pilling and boring process to restore the stability of the

wooden platform minimum 10,000 square foot which will be connected to the south east bank of the Lalbandh.

The wooden platform will be used tea, coffee and other snacks, which to be surrounded by barricading wooden or similar structure. Eight foot wide wooden structure path be provided to connect up to the bank of Lalbandh. One fit certificate is obtained from the municipal authority in every year in all respect. Non produce of fit certificate the total agreement will be null and void by the municipal authority.

#### **Section 4: General information and Terms & Condition to Bidders**

A. For Submission of Bid Document along with necessary Documents <http://wbtenders.gov.in>.

B. Bidders who are interested to participate in bidding are advised and requested to not that.

- I. To study carefully the various clauses contained in the terms and conditions before submitting their Bid.
- II. To visit the site, Bishnupur and physically inspect the site before submitting their bid.

1) Bid Document along with all Certificates or Testimonials as applicable and EMD are to besubmitted as instruction given here under Sr. No 3.

2) The set of document should be prepared in following manner for submission.

3.

1	<b>EMD Rs-88350.00</b>
2	Each and every page of Bid document bears the stamp and signature of the person whosename registration exists or he shall be authorized legally or any representative clearly by mentioning the name.
3	Firm Registration details Optional.
4	Identity proof of Owner
5	Address Proof of Owner / firm
6	Copy of PAN Card
7	Copy of Service Tax /IT/ GST Certificate if applicable
8	Document Stating Bank Details.
9	Other documents as required

(4) The entire document should be stamped and signed before submitting.

(5) The Bid Documents incomplete (Bidder) in any form or manner or conditional Bid will be rejected outrightly.

6. The Tenderer have no rights to modify the rates or return back once the tender submitted.
7. The tender will be given for 120 months (from issue of Work Order). The Agency has no rights on ponds after expiry of the last date of tender.
8. The Successful tenderer will have to deposit money as stated bellow.
9. The Successful tenderer will not have any rights to transfer his contract to any other Agency.
10. Conditional Tender submitted by the tenderer will not be accepted.
11. Losses, if any/damage in Lalbandh premises caused by the Agency or his personals will be recoverable from the Agency including termination of his contract.
12. If the Agency found violating any terms & condition, Municipality has every right to cancel his contractand forfeit his EMD or security deposits.
13. The Competent Authority has rights to reject/cancel the whole/part of tender/auction without assigning any reason thereof.

14. If the Agency's behavior is not found satisfactory and found not abiding the terms & condition of the tender after repeated warning, Authority has rights to cancel his tender or contract as per terms & condition no. 21 of the contract and also blacklisted him for a period so that he will be disqualified for participating any tender/auction of the corporation.
15. A period of only one month will be allowed for delay in depositing of payments with interest rate of 12%. If the amount will not be deposited in the given time, the whole amount will be forfeited including EMD or Security deposits and also contract will be cancelled. During re-tender if the rates are received below his rates, will be the responsibility of said Agency and loss will be recovered from him.
16. An agreement agreeing the above terms & conditions duly signed by Agency with witnesses on may be submitted immediately before issuing the work order in 2908 format be duly filed by the Agency after issuance of work order
17. If any dispute/difference/disagreement arise between the parties and unable to settle mutually may be referred to the sole arbitration to the Chairman Bishnupur Municipality, as arbitrator and their decision will be final which will be acceptable by both parties. However, in case of legal aid, Bishnupur court is only the jurisdiction.
18. Bids shall remain valid for a period not less than 120 (one hundred and twenty) days from the last date of submission of Financial Bid / Sealed Bid. If the tenderer withdraws the bid during the period of bid validity the earnest money as deposited will be forfeited without assigning any reason thereof.
19. **Execution of Work:** The Agency is liable to execute the whole work as per direction and instruction of Sri Somnath Roy, S.A.E., Bishnupur Municipality as per the recommendation of Tender Committee.
20. **Influence:** Any attempt to exercise undue influence in the matter of acceptance of Bid is strictly prohibited and any Bidder who resorts to this will render his Bid liable to rejection.
21. **Acceptance of Bid:** The "Chairman, Bishnupur Municipality" will accept the Bid on recommendation of the Tender Committee. He / She does not bind himself / herself to accept otherwise the lowest Bid and reserves to himself / herself the right to reject any or all of the Bids received without assigning any reason thereof.
22. The undersigned shall not be bound to accept the highest offer and shall be at liberty to accept / reject a part or whole of the tender in the interest of Management without assigning any reason thereof. The highest offer shall not be a criteria for award of tender.

**C. Manner of Bid Evaluation and Finalization for Award.**

- A. Conditional and Bids without crucial Information / documents will be rejected out rightly.
- B. The bidder, who quoted the rate lower than the reserve/base price, will not be entertained. Upon evaluation and Scrutiny of offers in all aspects, fulfillment of all documents, the Bid Acceptance letter will be issued to **the Best and Highest quoted H - 1 responsive Bid.**
- C. The selection of the Bidder will be at the sole discretion of the tender committee Bishnupur Municipality.
- D. The Bidder on receipt of the Bid Acceptance letter, has to arrange for the weighing the items in present of the representative.
- E. Successful bidder is not eligible to get EMD before completion period.

**1) Dispute settlement.**

- 1) All the disputes and differences arising out of and in any way touching the concerning this (except for which specific provisions has been made herein) shall be referred to the Competent Authority i.e. The tender committee Bishnupur Municipality or any person appointed by him / her and his/her decision in this regard is full and final which should be

- abided by the Participant  
2) All disputes are subject to Sub Divisional Court of Bishnupur Jurisdiction.

### **Section 5: Other terms & conditions**

- A. The lease will be valid **up to 10 years**.  
B. **The bid money be paid before issuing of work order, bid money be calculated as per offered price. Payment be made as per decision of the municipal authority (in the terms of payment) @ 5 % add on cumulative process per year.**

No of Installment	Payment Mode	Financial Year	Description of Payment
1 <sup>st</sup> installment	100 %	2023-24	Before work order as denoted "A"
2 <sup>nd</sup> installment	100%	2024-25	Same date of next year - "A" + 5% = "B"
3 <sup>rd</sup> installment	100 %	2025-26	Same date of next year - "B" + 5% = "C"
4 <sup>rd</sup> installment	100 %	2026-27	Same date of next year - "C" + 5% = "D"
5 <sup>th</sup> installment	100 %	2027-28	Same date of next year - "D" + 5% = "E"
6 <sup>th</sup> installment	100 %	2028-29	Same date of next year - "E" + 5% = "F"
7 <sup>th</sup> installment	100 %	2029-30	Same date of next year - "F" + 5% = "G"
8 <sup>th</sup> installment	100 %	2030-31	Same date of next year - "G" + 5% = "H"
9 <sup>th</sup> installment	100 %	2031-32	Same date of next year - "H" + 5% = "I"
10 <sup>th</sup> installment	100 %	2032-33	Same date of next year - "I" + 5% = "J"

"A"= Rate Quoted by the Bidder.

### **Section 6: Covenants and restrictions**

- A. Not to do any act, deed or thing or obstruct the pond and pathway, road in any manner whatsoever not withstanding any temporary obstruction in the Lessees enjoyment of the said unit.  
B. Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said unit or in the compound or any portion of the said pond.  
C. Not to do or cause anything to be done in or around the said unit which may cause or intend to cause or tantamount to cause or affect any damage of the said unit or adjacent to the said unit or in any manner, interfere with the use right and enjoyment of any passage or amenities available for common use.  
D. Not to damage or demolish or cause to be damaged or demolished the said unit or the fittings and fixture thereto or any part thereof at any time.  
E. Not to do nor permit to be done any act or thing which may render void and make voidable any insurance in respect of the said Unit or any part of the said or cause increased premium to be payable in respect thereof if the said unit insured.

Sd/-  
Chairman  
Bishnupur Municipality

**Memo no: - 4724 / XI-8**

**Dated- 29.03.2023**

### **INVITING ELECTRONIC NIQ NO.:- NIQ-3e/BM/LALBANDH/2022-23**

Copy forwarded for information and wide circulation to :

1. The Executive Engineer, Municipal Engineering Directorate, Bankura Division, Bankura
2. The Sub Divisional Officer, Bishnupur, Bankura
3. Assistant Director of Fisheries, Bankura, Meen Bhaban, Gopinathpur, Bankura
4. The Executive Officer, Bishnupur Municipality
5. The Finance Officer, Bishnupur Municipality
6. Website: - <http://wbtenders.gov.in>
7. Office Notice Board.
8. One leading daily newspaper for wide circulation (Bengali, English & Hindi).

Sd/-  
Chairman  
Bishnupur Municipality

**Section 5: BID APPLICATION/DECLARATION/QUOTATION FORM**

1.	A	Firm and Ownership Details	Name of the firm	
	B		Full Postal Address	
	C		Telephone No.	
	D		Fax No.	
	E		E-Mail Address	
	F		Type of the firm (Proprietorship / Partnership / Pvt.Ltd. / Ltd /any other..)	
	G		Name of Director/Prop/Partner(s)	
	H		Cell Phone No.	
	I		Residential Address of Director/Prop/Partner(s)	
2.	A	Firm Registration Details	Registration Authority	
	B		Registration No.	
3.	A	PAN Details	PAN No	
	B		Name of the PAN Holder	
4.	A	GST / Service Tax Details if applicable	GST / Service Tax Registration No	
	B		Name on GST/Service Tax Registration Certificate	
5.	A	Bank Details	Name of A/c holder:	
	B		Bank Name:	
	C		Branch :	
	D		Account No.:	

**Arbitration:**

The terms and condition have been announced/readout before the auction and/or told to me in mylocal language.

*I have gone through the terms and condition of the above contract or I have been explained the essence of the contract in my local language and I hereby agree & abide by the above condition and all these terms & condition will be a part of agreement between Agency and the undersigned. The agreement is signed by me without any prejudice/pressure/before the witnesses in full conscience.*

**I/We sign this contract.**

**Place:** \_\_\_\_\_ **(Signature of the tenderer/bidder)**

**Date:**

**Name of the Party:**

Address:

Contact

No.ID

Proof:

**Name, address of the Witnesses: -**

**Signature of the Witnesses: -**

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

**SECTION – B**

**AFFIDAVIT – — Y**  
**(To be furnished in Non – Judicial Stamp paper of appropriate value duly notarized)**

- 1) I, the under-signed do certify that all the statements made in the attached documents are true and correct. In case of any information submitted proved to be false or concealed, the application may be rejected and no objection/claim will be raised by the under-signed.
  
- 2) The under-signed also hereby certifies that neither our firm M/S \_\_\_\_\_ nor any of constituent partner had been debarred to participate in tender by the A N Y G O V T Department during the last 5 (*five*) years prior to the date of this N.I.T.
  
- 3) The under-signed would authorize and request any Bank, person, Firm or Corporation to furnish pertinent information as deemed necessary and/or as requested by the Department to verify this statement.
  
- 4) The under-signed understands that further qualifying information may be requested and agrees to furnish any such information at the request of the Department.
  
- 5) Certified that I have applied in the tender in the capacity of individual/ as a partner of a firm and I have not applied severally for the same job.

.....

Signed by an authorized officer of the firm.

Title of the officer

Name of the Firm with Seal

Date: \_\_\_\_\_

**SECTION – B**  
**FORM-I**  
**STRUCTURE AND ORGANISATION**

- 1) Name of Applicant :
- 2) Office Address :  
\*Telephone No. and e-Mail ID :  
Fax No. :
- 3) Name and Address of Bankers :
- 4) Attach an organization chart showing the structure of the company with names of Key personnel and technical staff with Bio-data.

Note: Application covers Proprietary Firm, Partnership, Limited Company or Corporation.

**Telephone No. and \*eMailid mustbe fied up.**

Signature of applicant including title  
and capacity in

FORM—I

APPLICATION FOR TENDER

To  
The Chairman  
Bishnupur Municipality,  
Bishnupur, Bankura

NIQ No. ....

Dear Sir,

Having examined the Statutory, Non statutory & NIQ documents, I/We hereby like to state that I/We willfully accept all your conditions and offer to execute the works as per Tender No. stated above. I/We also agree to remedy the defects after/during execution of the above work in conformity with the conditions of contract, specifications, drawings, bill of quantities and addenda.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20

Full name of applicant: \_\_\_\_\_

Signature: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Duly authorized to sign bids for  
And on behalf of (Name of Firm): \_\_\_\_\_  
(In BLOCK CAPITALS or typed)

Office Address: \_\_\_\_\_

Telephone No.(s) (Office): \_\_\_\_\_

Mobile No. \_\_\_\_\_

Fax No. \_\_\_\_\_

E mail ID \_\_\_\_\_

**Note: Application covers Proprietary Firm, Partnership, Limited Company or Corporation**