



**Visva-Bharati
Estate Office**

Tender Notice (for Pisciculture)

Memo no.: Estate/126/ 96 /17-18

Dated: - 15-05-2017

Sealed tenders in prescribed forms are invited by the Joint Registrar, Estate Office, Visva Bharati from individual fishermen / registered fishermen's co-operatives/ self-help groups for pisciculture & gardening licence of Bhubandanga Bundh at Santiniketan.

- Water area: - 19.22 acres (approx)
Reserve Price: Rs. **3, 00, 000.00** only per annum
Period of licence: - Initially for 3 years (tentatively starting from June 2017). Extendable for further two years
Eligibility Criteria: - Tenderer must have valid trade licence, PAN card and P. Tax Registration.
Issue of tender forms: - At Estate Office on production of above documents on all working days from **22.05.17 to 27.05.17**, on payment of Rs. 1000/- in cash.
Last date of submission: - **29.05.17 (1.30 p.m.)**
Earnest Money Deposit: - **Rs. 10,000/-** only in **Demand Draft** (to be paid in favour of Accounts Officer, Visva Bharati)
Opening of tender: - Tentatively on **29.05.17 (5.30 p.m.)**

Note: - Rates should be quoted on and above the reserve price at multiples of Rs 5,000.00 only

Detailed terms & conditions will be available along with tender papers and also in the notice- board of Estate Office.

Visva-Bharati remains closed on Wednesday and Sunday.




Joint Registrar Joint Registrar
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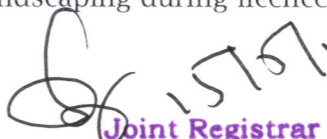


TERMS & CONDITIONS OF TENDER OF BHUBANDANGA BUNDH FOR PISICULTURE & GARDENING OUT LICENCE

1. The Bhubandanga Bundh of Visva Bharati will be licensed out for pisciculture & or for beautification by gardening only for a period of **three years** from **June-2017 which may be extended for another two years on satisfactory performance of the licensee.** Visva Bharati will try to hand over the tanks within 30th June 2017.
2. Interested persons may inspect the above mentioned tanks before offering tenders.
3. **Reserve price for licence fee of first year for Bhubandanga bundh is Rs. 3, 00,000.00 per annum.**
4. **Selected licensee shall pay 5%, 10%, 15%, 20% additional licence fee (over first year's licence fee) in the second, third, fourth & fifth years respectively of the licence period.**
5. Former or existing licensee or his partner of Visva Bharati's tanks shall submit a clearance certificate from Joint Registrar I/C Estate along with the tender papers. Licensees who have defaulted in paying licence fee or who have seriously violated terms and conditions earlier may not be issued tender forms.
6. Earnest Money for Bhubandanga Bundh is Rs 10,000.00. The unsuccessful tenderers will get their E.M.D refunded after completion of the tender process. Successful licensee will get his EMD back after depositing Security Deposit.
7. The successful tenderer shall deposit, at the cash counter of Accounts office V.B., his quoted (and accepted) annual licence fee for the first year, within **7 (seven) days** from the date of receipt of work order from the Estate Office. Work order will be valid only after the cash receipt of first installment is produced. Succeeding four installments for each tank are to be paid within **31st March** of every year. In case the payments are not made in time, the contract will be automatically terminated without any prior intimation to the tenderer(s) and his / their Security Deposit will be forfeited. In case of termination of contract, no claim for refund of earlier installments will be entertained.
8. The successful tenderer shall deposit 10% of his first installment of licence fee as **Security Deposit** along with first installment of licence fee at the cash counter of Accounts office V.B. **Security Deposit** will be released after successful completion of the licence period with the full observation of all the terms and conditions.
9. The successful tenderer shall sign an agreement accepting the terms and conditions on non-judicial stamp paper of **Rs. 50/-**, before commencement of the licence agreement. The cost of requisite stamp paper for execution of the deed is to be borne by the tenderer(s).

SALIENT TERMS & CONDITIONS OF THE LICENCE AGREEMENT FOR PISICULTURE & GARDENING LICENCE

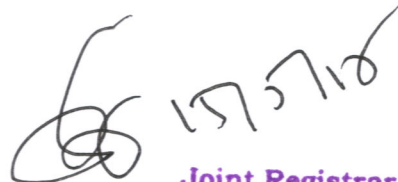
1. In addition to rearing fishes, the selected licensee may harvest various seasonal flowers commonly found in Visva Bharati campus like Indian marigold, rose, chrysanthemum, sunflower etc. by means of gardening & landscaping during license period in the bank of respective tanks as shown in the map enclosed with the tender forms, provided the licensee keeps the bank free from nuisance, garbage etc throughout the licence period.
2. Selected licensee may sell the harvested flowers in local markets.
3. The licensee of each tank will be entitled to use water of the tanks for the purpose of rearing fish & harvesting of various seasonal flowers like Indian marigold, rose, chrysanthemum, sunflower etc. by means of gardening & landscaping during licence period


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on the banks of respective tanks on commercial basis initially for a period of three years from July-2017. This period may be extended further for a period of two years on satisfactory performance of the licensee. He shall net all the fishes & collect flowers **before 30/06/2022. No extension of time thereafter will be granted under any circumstances.**

4. The licensee may erect temporary bamboo fencing to protect the gardens and to look after the tanks on the banks subject to prior written approval from Estate Office, Visva Bharati.
5. The licensee may take electric connection directly from WBSEDCL for such shed. Visva Bharati may give NOC for the purpose, if applied for.
6. The licensee will not be allowed to drain out water from the tanks nor create any obstruction to the free flow of water towards the tanks.
7. The Licensor may renovate / develop any bank or water-body given on licence any time within the licence period. Such renovation may require part de-watering or reduction in water level. This will be done with prior written intimation to the licensee. If there is substantial increase (at least 25%) in the water area of the water-body due to renovation / development done within the licence period, the licensee may be asked to pay enhanced licence fee (proportionate to the increase in the water area) as would be decided by Visva Bharati for the residual period of licence.
8. The licensee will not be allowed to create any obstruction to the irrigation rights or any other user right which any other person might have acquired in water / land of the tanks.
9. The licensee shall have the responsibility to keep the entire bank of each tank neat and clean. He shall be liable to make good any kind of loss or damage to bank, buildings, premises or any other articles made available to him by Visva Bharati.
10. The licensee shall neither keep nor allow anyone to keep any offensive explosive materials, alcohol, drugs etc. in Visva-Bharati's premises particularly the banks of the water bodies concerned. He shall ensure that the premises is not used for picnic, cooking, meeting etc and that loudspeakers / microphones etc are not used in the premises. He shall follow the rules and regulations as may be imposed from time to time in this regard by Visva Bharati, WBPCB etc.
11. The licensee will not be allowed to cause any damage to the bank of the tank nor will be allowed to pollute the water or surrounding area by use of any harmful pesticide or otherwise. The licensee will also report at once to the Watch & Ward and Estate Office, Visva Bharati any damage or pollution caused by the local people or miscreants to the bank, or to the water.
12. The licensee(s) shall clean or remove garbage, weeds, water hyacinth, grass etc from the tanks, time to time during the licence period. The tanks need to be totally free from garbage etc. during the licence period as well as at the end of the tenure of licence. If local people or miscreants dump garbage at the tank, the licensor shall at once report the matter to the Estate Office / Watch & Ward, Visva Bharati.
13. If for excessive rains or for any other natural cause the bank of a tank is damaged during the licence period, the licensee shall repair or reconstruct the damage at his own cost. However, if the damage caused by excessive rains or otherwise is substantial, the University will arrange for repair of such damage at its own cost. "Substantial damage" would mean such damage that may have the capability to fully drain out the whole water of the tank. Whether the damage is substantial or not, would be decided by the licensor.
14. The licence shall not claim any compensation for any damage caused to the bank or water due to excessive rains or any other natural causes.
15. Visva Bharati shall not be responsible for loss in pisciculture due to contamination of water, excessive rainfall etc. during the licence period.


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16. Visva Bharati does not bind itself with any compulsion to award the tanks or any other work contract, job etc. to the licensee during the licence period or at any time in future.
17. Safety and security of fishes and of the staff, tools and implements of the licensee, shall be the sole responsibility of the licensee. The licensee may however seek the assistance of police or Watch & Ward in case of any apprehension of any major law-and-order problem.
18. The licensee shall remain fully responsible for observance of all laws / Govt. rules / orders etc relating to contract labour, pollution control, environment & wildlife protection, taxes, minimum wages etc. Visva Bharati will not compensate the licensor for any fine or other penal measure imposed by Gov't authorities for non-observance of laws / rules / regulations / orders etc.
19. The Visva Bharati reserves the right to cancel any or all of the tenders without assigning any reason. The University reserves the right to cancel the highest bid also.
20. Legal jurisdiction:- Bolpur, Suri Court and Calcutta High Court.
21. Disputes arising out of the licence agreement shall be subject to the arbitration of a three member committee comprising one representative of licensor, one representative of the licensee and a senior lawyer / professional arbitrator agreed upon by both parties.

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