

Notice Inviting Tenders (NIT)**Visva-Bharati****Estate Office****Notice Inviting Tender (for Pisciculture & Gardening licence of Visva Bharati's tank / water-bodies)**

Memo no.:- Estate/126/125/19-20

Date: - 17-06-2019

LAST DATE OF TENDER SUBMISSION: 05.07.2019 (FRIDAY), TIME-5:00 PM

Tenders containing Pisciculture & Gardening licence of Visva Bharati's tank / water-body shall be opened at the Office of the Joint Registrar (Estate) at 3.00 pm on 08.07.2019 (MONDAY) by the Committee authorized by the competent authority of the University.

Cost of tender document has been fixed at Rs 500.00

The EMD amount has been fixed at Rs. 400.00

Joint Registrar, Estate Office, Visva Bharati invites tender for pisciculture & gardening licence of Hatipukur, tank in Visva Bharati campus from individual fishermen / registered fishermen's co-operatives/ self-help groups and others. Before submitting tenders the interested bidders are requested to carefully go through the terms and conditions of the tender notice as detailed below and specifications of the equipment, to avoid cancellation of the tender.

List of essential documents required:

1. The tenderer should clearly mention whether they are from individual fishermen / registered fishermen's co-operatives/ self-help groups and others.
2. Tender documents should be enclosed with the copy of following documents
 - a. Income Tax registration with PAN card in the name of agency / self.
 - b. Attested copy of Registration certificates of the firm/company and GST details should also be submitted
 - c. Trade licence (relevant for providing such services, GST Registration, EPIC (Voter ID card).
 - d. Past experience in managing Pisciculture licence under any Government Department or Statutory Authority or local body. This condition may be waived in case of Self-Help Group, Co-Operative Society etc if a recommendation to this effect is obtained from Chairman of Municipality, Pradhan of Gram Panchayet or Sabhapati of Panchayet Samiti or Block Development Officer.
 - e. Cost of tender paper of Rs 500.00
 - f. Earnest Money Deposit of Rs. 400.00
 - g. Soft copy of the tender paper, Demand Draft for cost of tender paper & EMD.

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SECTION - I

INSTRUCTIONS TO THE TENDERERS

GENERAL INSTRUCTIONS

For the Tender purposes, Registrar, Visva Bharati shall be referred to as Licensor on behalf of Visva Bharati and the Tenderer/ Successful Tenderer shall be referred to as Licensee.

The sealed tender papers should be delivered to Joint Registrar, Estate Office, Visva Bharati, Santiniketan, District: Birbhum, West Bengal, PIN-731235, by the stipulated date and time.

The Tenderer is advised to check the Tender papers carefully before submission of tender. No claim on account of any errors detected later in the tender documents shall be entertained.

Each page of the Tender documents must be stamped and signed by the person or persons submitting the Tender in token of his/their having acquainted himself/ themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of the Tender issuing authority. No page should be removed/detached from the bidding document.

The tenderer shall attach the copy of the authorization letter/power of Attorney as the proof of authorization for signing on behalf of the Tenderer.

All Tenderers are hereby explicitly informed that the tenders not meeting the Minimum Eligibility Criteria, not accompanied with Demand Draft for cost of tender paper & EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are liable to be rejected.

SECTION - II

TERMS & CONDITIONS OF TENDER FOR PISCICULTURE & GARDENING OUT LICENCE

1. The Hatipukur Tank will be licensed out for pisciculture & or for beautification by gardening only for a period of five years from 22nd July-2019 or date of actual handover whichever is later. Visva Bharati will try to hand over the tank within 22nd July 2019.
2. Interested persons may inspect the above mentioned tank before offering tenders.
3. **Reserve price for first year licence fee of Hatipukur tank is Rs. 30,000.00 per annum.**
4. **Selected licensee for 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 of Visva Bharati's tank shall submit a clearance certificate from Joint Registrar, Estate Office, 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. Cost of Tender Paper for Hatipukur is Rs 500.00, to be paid in Demand Draft in favour of Joint Registrar (Accounts), Visva Bharati.
7. Earnest Money Deposit for Hatipukur is Rs 400.00, to be paid in Demand Draft in favour of Joint Registrar (Accounts), Visva Bharati. 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.
8. The successful tenderer of 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 acceptance letter from the Estate Office. Work order will be issued only after the cash receipt of first installment is produced. Succeeding four installments for the tank are to be paid

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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.

9. The successful tenderer of the tank shall deposit 10% of his / their respective 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.
10. The successful tenderer of the tank shall sign an agreement accepting the terms and conditions on non-judicial stamp paper of **Rs. 100/-**, 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).

SECTION - III

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

1. Selected licensee may sell the harvested flowers in local markets.
2. The licensee of the tank will be entitled to use water of the tank 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 on the bank of tank on commercial basis for a period of five years from 22-07-2019. He shall net all the fishes & collect flowers before 21/07/2024. No extension of time thereafter will be granted under any circumstances.
3. The licensee may erect temporary bamboo fencing to protect the gardens and to look after the tank on the banks subject to prior written approval from Estate Office, Visva Bharati.
4. The licensee may take electric connection directly from WBSEDCL for such shed. Visva Bharati may give NOC for the purpose, if applied for.
5. The licensee will not be allowed to drain out water from the tank nor create any obstruction to the free flow of water towards the tank.
6. 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.
7. 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 tank.
8. The licensee shall have the responsibility to keep the entire bank of the 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.
9. 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-body. 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.



10. 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.
11. The licensee(s) shall clean or remove garbage, weeds, water hyacinth, grass etc from the tank, time to time during the licence period. The tank needs 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.
12. 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.
13. 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.
14. Visva Bharati shall not be responsible for loss in pisciculture due to contamination of water, excessive rainfall etc. during the licence period.
15. Visva Bharati does not bind itself with any compulsion to award the tank or any other work contract, job etc. to the licensee during the licence period or at any time in future.
16. 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.
17. 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 licensee for any fine or other penal measure imposed by Gov't authorities for non-observance of laws / rules / regulations / orders etc.
18. 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.
19. Legal jurisdiction:- Bolpur, Suri Court and Calcutta High Court.
20. 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.

NB: Visva Bharati remains closed on Wednesday and Thursday).

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**Joint Registrar
Estate Office
Visva Bharati**



**VISVA BHARATI
ESTATE OFFICE**

Memo no Estate/126/125/19-20 dated 17-06-2019

Tender form for Pisciculture & Gardening licence of Hatipukur

1. Name of the applicant (s) (in block letters) :
2. Father's / Husband's Name(s) :
3. Address & mobile no(s) :
(attach photocopy of address proof) (*)
4. Email id :
5. PAN No :
(attach photocopy of PAN card)
6. AADHAAR No :
(attach photocopy of AADHAR card)
7. Trade Licence No & Issuing Authority :
(attach photocopy of Trade Licence)
8. Experience in similar job etc : Yes / No
(submit copy of supporting documents)
If yes, give details and provide
supporting documents
9. Has the applicant got any award from any Gov't : Yes / No
Department / Body for pisciculture?
If yes, attach supporting documents
10. Quoted annual licence fee (in words) :
11. DD No & date (for Cost of Tender Paper) :
12. DD No & date (for Earnest Money Deposit) :

Recent Passport size photograph

Signature in full

Undertaking

I / (we) have read the terms and conditions of the tender and the proposed licence agreement and I/(we) shall abide by them. I/(we) also understand that my/(our) security deposit may be forfeited in part or full, if I/(we) fail to abide by the terms and conditions.

Date:

Signature of the applicant