

Memo No.1561/HDA/IX-G-28

Dated the 28th October, 2009

NOTICE INVITING TENDER NO 39/HDA/EC OF 2009-20010

Sealed Tender on behalf of Haldia Development Authority are hereby invited by the Chief Executive Officer, Haldia Development Authority from bonafide & resourceful and reputed concern/agency/person having sufficient experience of at least **ten years** preferably in **Operation, Maintenance & Beautification of the Amusement park** and in **Hotel Management** & having sufficient **financial credibility** for operation & Maintenance of **Tribeni Sangam Tourist Complex located at Geonkhali.**

1. a) Description : **Lease of Tribeni Sangam Tourist Complex , Guest House including Beautification, Operation and Maintenance of Amusement park at Geonkhali for 3 (three) years. (Details in the enclosed terms & condition)**
- b) Reserve Price of lease : **Minimum Rs. 18,00,000/-(Rupees eighteen lakh) only for three years.**
- c) Earnest money : **Rs.60,000/- (Rupees sixty thousand) only, (for successful tenderer, it will be converted into security deposit)**
- d) Single tender value of similar job executed during last 5 (five) years from Government or semi Government Organisation ending on 31.12.2007 : **Rs. 5,00,000/- (Rupees five lakh) only.**
- e) Turn over in any year during last five years. : **Rs. 20,00,000/- (Rupees twenty lakhs.) only.**
- f) Minimum solvency certificate from Banker (01 year from the date of calling tender) : **Rs.20,00,000/- (Rupees twenty lakh.) only.**
- g) Cost of Tender Paper : **Rs.2,000/- (Rupees three thousand) only**
- h) Last date of application : **09.11.2009 upto 2:00 PM**
- i) Date of purchase of Tender Paper. : **11.11.2009 upto 2:00 PM**
- j) Date and time of dropping of Tender : **13.11.2009 upto 3:00 PM**
- k) Date & Time of Opening of Tender : **13.11.2009 at 3:30 PM**
- l) **All documents to be submitted in original for verification.**
- m) Validity of Bid. : **As will be decided by the authority**
- n) HDA reserves the right not to issue tender documents in future to the agency under the following circumstances.
- (i) Delay in completion of job.
- (ii) Performance in terms of either quality of materials and workmanship.
- (iii) Litigation and court cases
- o) Barred from participating in tender
- (i) Defaulters of HDA
- (ii) Persons with Criminal Background/ Firms / Agencies headed by person with Criminal back ground
- (iii) For any other reason as may be decided by HDA

Contd... P/2

2. The following details are to be enclosed in technical bid :
 - a. Name and address, registration in details of Firm / Company / Agency with name of proprietor or partner etc.
 - b. Name & address of Banks with Banker's Certificate indicating financial capabilities.
 - c. Valid & complete **IT, ST, VAT, PT, PF & ESI** clearance certificate to be enclosed (Xerox copy).
Original document to be shown before issue of work order.
 - d. Registration details with any Government or Semi-Government or other organization.
 - e. List of important Projects in hand/projects completed in the last 5 years.
 - f. Details of civil suit arising in the contracts executed during last 5 years.
 - g. Name of technical Personnel with qualifications and experiences for this work.
 - h. List of plants and machineries / equipment with document of proof of ownership or hire agreement papers thereof.
 - i. Any other information to indicate Technical management competence.
 - J. Annual turn over, income expenditure statement and balance sheet for last 3 years with statement of cash accrual at the end of financial year 2006-2007, 2007-2008 & 2008-2009.
 - k. Bankers recommendation for over draft facility, cash credit facility, and proof of cash accrual during the last three years.
 - l. Whether any court proceedings / legal proceedings or arbitration proceedings is pending in India or in countries other than India with the company / agency / person or contemplated to be initiated against the company / agency / person.
 - m. Organization setup, man power and other resources akin to the capability for undertaking such work.
3. The intending participants shall have to satisfy the undersigned with their proof of experience and financial capabilities in similar nature of work without which the undersigned does not bind himself to allow him to participate in the Tender and the decision of HDA is final and binding in this regard.
4. **Before submitting any Tender, intending Tenderers are advised to visit the work sites and satisfy themselves about the local conditions and other matters related to the work.** The Tenderers submitting their tenders **shall be deemed to have done so** and HDA does not take any responsibility in this regard.
5. Intending Tenderers shall have to deposit Earnest Money in the shape of Bank Draft, Bank's pay order or Demand Draft payable to Chief Executive Officer, Haldia Development Authority, Haldia Tenders submitted without earnest money shall be liable for rejection. **No cheque in any form or cash shall be accepted and Earnest Money deposited for one Tender shall not be transferred to another tender.**
6. The consultant / Contractor, whose tender is accepted shall within seven days of issue of an intimation to that effect by this office obtain additional one set of contract documents on production of proof of payment of tender papers in favour of Chief Executive Officer, Haldia Development Authority in UCO Bank and submit the same duly signed by him to this office for formal agreement. If the contractor fails to perform the formalities as mentioned within the specified period, acceptance of the tender will be liable to be cancelled and the earnest money will be forfeited.
The accepting authority will not bind himself to accept the lowest or any tender and reserve the right to reject / accept in part or in full or all tenders received or to split up the work in different groups if required.
7. The successful bidder is to obtain license from the Registering Officer and Assistant Labour Commissioner, Haldia, Purba Medinipur under the contract labour (Regulation & Abolition), 1970 and to submit the same to the office on receipt of the work order. He is also required to fulfill all the terms and conditions as embodied in the above Act. as well as any other laws and statutes as applicable.
8. **Sub-letting of the job is not permissible** and the bidder must give one undertaking that he will not sub-let the job under any circumstances. He does so then the department may take suitable action including termination of contract.
9. Defect liability period starts from the date of completion of works and Security Money will be released in Two equal installments. First installments after lease year passing of defect liability period and second installment after one year.
10. **There shall be no responsibility of Haldia Development Authority for payment of wages and extending other facilities like leave, bonus, dress to the employee engaged by Agency.**
11. **Mode of Payment to HDA:**

- a) **The entire lease premium will have to be paid in advance in three equal installments on yearly basis. The first yearly lease premium will have to be deposited by the successful bidder within three days of the bid and the 2nd installment is to be deposited one month before entering into the 2nd year of lease and the third installment is to be paid before entering into the 3rd year of lease.** If the successful tenderer fails to deposit the first yearly lease premium within the stipulated period, then his earnest money will be forfeited and his tender may be rejected.
- b) There should be right of first refusal after end of the lease period for the tenderer to whom the work will be allotted (i.e. after satisfactory work in the entire lease period of three years, HDA will offer him for extension of lease period as per terms and condition as will be decided by HDA at that point of time and if he refuses, then new tender will be floated).
- c) **All payments will be made through A/C Payee Cheque in favour of Chief Executive Officer, Haldia Development Authority payable at Haldia.**
12. **Execution of Agreement :** **After deposition of the ENTIRE lease premium for three years the successful bidder has to enter into an agreement with Haldia Development Authority within seven days.**
13. **Termination :**
- a) In any working month, if it is found that the maintenance work has not been carried out satisfactorily due to negligence the contract may be **terminated with one months notice.**
- b) For gross violation of any of the condition mentioned above, the contract may be terminated at any point of time after serving one month's notice.

Chief Executive Officer
Haldia Development Authority

Memo No. 1561/1(12) /HDA/IX-G-28

Dated the 28th October, 2009

Copy forwarded along with ANNEXURE-I for favour of information and wide circulation through the office notice board to

1. The Assistant Executive Officer, HDA
2. The Chairperson, Haldia Municipality, Debhog, City Center
3. The Addl. District Magistrate, Durgachak, Haldia
4. The Sub-Divisional Officer, Durgachak, Haldia
5. The Executive Engineer, Purba Medinipur Zilla Parishad, Tamluk.
6. The Executive Engineer, Haldia W/S & Maintenance Cell, PHE Dte., Durgachak, Haldia
7. The Executive Engineer, PWD, Haldia Construction Division, Durgachak, Haldia
8. The Executive Engineer, PWD (Roads), Tamluk Highway Division, Tamluk
9. The Executive Director, IOC Ltd., Haldia Oil Refinery, Haldia
10. The Finance Officer, HDA
11. The Notice Board of HDA
12. 'Systech' Haldia. They are requested to display it at the official web-site of HDA.

Chief Executive Officer
Haldia Development Authority

DETAILS WITH OTHER TERMS AND CONDITIONS :**(A) Description of facilities****a) Complex**

- i) Ganga : Total 06 (six) rooms out of which one A.C. V.I.P. room.
- ii) One Lounge.
- iii) One Conference Hall with A.C. facilities.
- iv) Dining space with kitchen.
- v) One rooftop Cafeteria.
- vi) Rupnarayan : Total 10 rooms (Non-A.C.).
- vii) Damodar : Total 10 rooms (Non-A.C.).
- viii) Whole complex and restaurant, conference hall etc.

(B) Source of Income of the Agency:

1. Room Rent,
2. Rent of Conference Hall,
3. Sale of Food,
4. Collection of entry fee from the amusement park,
5. Collection of Boating Fee from the amusement Park. (Facility of Boating is already there. New Boats will be placed by HDA).

(C) Responsibilities & roles of Agency

1. To maintain and operate the guest house, restaurant, conference room etc.
2. To develop and beautify landscape in and around the guest house.
3. To develop, beautify, operate and maintain the amusement park and collect fee.
4. The cost to be incurred by the agency for all maintenance and replacement of all items of fixtures and fittings of the Guest House, S & P Works, Electrical fittings, fittings related to water supply. Maintenance works and all day to day expenditure of the plants and machinery, Generator, water pump and motor, furniture, linens and gardening have to be borne by the Agency during the period of contract.
5. Guarding arrangement of the Guest House and garden have to be made by the Agency.
- 6. The telephone bills, electric consumption bill, water consumption bill, maintenance of A.C Machine, taxes shall have to be paid by the Agency.**
7. All the inventories belonging to HDA in Guest House/Amusement park shall be handed over to the Haldia Development Authority in workable condition after the contract period is over.
8. Any damage/loss/theft of the Authority's property due to negligence of the Agency or otherwise will be made good by the Agency and all accidents of theft/damage/loss are to be reported to the CEO/HDA promptly.
9. Addition and alteration of existing structure of the building will not be permitted. Alterations, if necessary, may be done with prior permission of the Authority in writing with specific terms.
10. Action on emergent matters for loss/theft of articles such as FIR/Fire service, Ambulance etc. will be taken by the Agency. Adequate provision to combat fire instantly should also be kept by the Agency.

11. The A.C. V.I.P. room of Ganga may be used by the Agency but should be vacated as and when required by Haldia Development Authority. However re-furnishings and maintenance of the said room shall also be undertaken by the Agency at his own cost without claiming the cost from HDA.
12. The Tourist Complex / Amusement park should be maintained in a clean and environment friendly manner without creating any sort of nuisance.
13. Any illegal activity reported that vitiates the social environment and public tranquility will not be allowed in any circumstances.
14. **Arrangement of proper security at the Tourist Complex and amusement park must be made by the agency.**
15. HDA will have every right to cancel the contract if any one of the terms and conditions as laid down is violated without any further reference to the agency.
16. Maintenance of the existing plants, flower beds and trees and replacement thereof as and when necessary including regular maturing, nurturing, watering, spraying of pesticides etc.
17. Timely supply and planting of good quality seasonal flowers, plants & creepers such as CHRYSAN, THESUM, DAHLIA, ROSES, GLADIOLIA, MARIGOLD, LARKSPUR, SWEET SULTAN, SUNFLOWER, CHOTONS, PALMS, COLEUS, CACTUS AND SUCCULENTS, BCCINVILLRA, MUSUNDA (red, yellow & white), PRASY, POTUNIA, PLOX, AERBANIA, COLOLSIA, PORTULACA, DIANTHUS, JASMINE, etc. all in decent and attractive manner.
18. Maintenance of the lawns of the garden for the entire period in its proper shape by supplying and planting grass seeds and hedge on border plants of approved quality including quantity of manure with soil, dressing, leveling earth, watering of the lawns as and when necessary are to be done.
19. Regular maintenance of the garden and lawns, trees, shrubs etc. including seeding out of all undesirably growth watering forking, etc. to ensure healthy and timely growth of the plants, flowers, creepers etc.
20. Supplying sufficient number of earthen flower pots in different seasons and to maintain beautification, cleanliness of the park.
21. Planting of various creepers like Jasmine in the garden.
22. Preparing flower bed in the winter season as directed by the Authority.
23. Existing order of the parks and gardens, lawns, verge and stadium should not be disturbed.
24. **Rare varieties of flowers, plants and trees should be planted, at least 100 (hundred) in number should be planted during the period of contract.**
25. Flower pots once placed in the park cannot be taken back without prior approval of the Authority. Necessary amount for flower pots taken back by the contractor will be deducted from the monthly bill.
26. The Agency will pay at least minimum wages to the workers to be engaged, as specified in the Govt. of West Bengal (Labour Department) Notification from time to time.
27. The Agency will obtain necessary License from the Licensing Authority under "The Contract Labour (Abolition and Regulation) Act, 1970" and "The West Bengal Contract Labour (Regulation and Abolition) Rules, 1972" and comply with all the obligations under the said Act / Rules as well as other applicable laws.
28. The CEO/HDA or his authorised representative will have the right to inspect records regarding workers employed by the Agency and payment of wages made to them.
29. All statutory obligations, insurance coverage are to be complied with by the Agency immediately within 15 days after placement of contract, failing which the Authority may take suitable remedial measures as considered necessary.