



**West Bengal Zoo Authority
Office of The Director
North Bengal Wild Animals Park,**

5th Mile, Sevoke Road, Salugara, Siliguri, Jalpaiguri-734008 (W.B.)

Email Id: - dirnbwap@gmail.com

Memo No.421/E- Tender No. 01/NBWAP/2024-25

Dated, Siliguri, the: 26/06/2024

E-TENDER NOTICE

NleT No. 01/NBWAP/2024-25

Director, North Bengal Wild Animals Park, (Bengal Safari), Siliguri invites e- tender for the following work(s) from the Eligible Contractors/Agency as detailed in the table below:-

LIST OF WORKS- Preservation of Environment in the Cafeteria at NBWAP (Bengal Safari), Siliguri.

Sl. No.	Project No.	Name of the Work	Monthly Floor Price Put to Tender (Rs)	Earnest Money (Rs)	Price of Set of Tender Document (Rs)	Period of award (Months)
1	FK/1	Preservation of Environment (Food kiosk for Chinese items & soft drink etc.)	17,000/-	10,000/-	0.00/-	12
2	FK/2	Preservation of Environment (Food kiosk for Chinese items & soft drink etc.)	17,000/-	10,000/-	0.00/	12
3	FK/3	Preservation of Environment (Food kiosk for bakery & cafe products etc.)	17,000/-	10,000/-	0.00/	12
4	FK/4	Preservation of Environment (Food kiosk for bakery & cafe products etc.)	17,000/-	10,000/-	0.00/	12
5	FK/5	Preservation of Environment (Food kiosk for South Indian, Snacks, Milk product, Ice-cream items etc)	17,000/-	10,000/-	0.00/	12
6	FK/6	Preservation of Environment (Food kiosk for South Indian, Snacks, Milk product, Ice-cream items etc)	17,000/-	10,000/-	0.00/	12

Detail of e-Tender Notice, Terms and Conditions, BOQ, etc will be available from website:- <http://wbtenders.gov.in>

DATE AND TIME SCHEDULE (SEQUENCE OF TENDER)

SI No.	Event particulars	Date and Time	
1	Date of uploading of NleT Documents in departmental website and @ http://wbtenders.gov.in (Publishing Date)	27/06/2024	
2	Date and Time for downloading of Documents from website http://wbtenders.gov.in	Start	27/06/2024 (10:00am)
		End	20/07/2024
3	Date and time of Bid submission through the website @ http://wbtenders.gov.in	Start	27/06/2024 (10:30am)
		End	20/07/2024 (5:00pm)
4	Date time and place of opening of Technical Bid through the website @ http://wbtenders.gov.in		23/07/2024 (11:00am)
5	Date of uploading of technically qualified bidders after Technical Bid evaluation through website @ http://wbtenders.gov.in		To be notified after opening of Technical Bid.
6	Date time and place of opening of Financial Bid through the website @ http://wbtenders.gov.in		To be notified after opening of Technical Bid.
7	Date of uploading of list of bidders along with their rates and also if necessary for further negotiation in offline mode for final rate		To be notified later

Detail of e-Tender Notice, Terms and Conditions, Plan, BOQ, etc will be available from website:-

<http://wbtenders.gov.in>

1. Intending bidder may download the tender documents from the website <https://wbtenders.gov.in> directly with the help of Digital signature Certificate.
2. Both **Technical Bid** and **Financial Bid** are to be submitted concurrently duly digitally signed in the website <https://wbtenders.gov.in>
3. Tender documents may be downloaded from website and submission of Technical Bid and Financial Bid should be done as per prescribed Time Schedule.
4. The **FINANCIAL OFFER** of the prospective tenderer will be considered only if the **TECHNICAL BID** of the tenderer is found qualified by the **'Tender Committee' formed by the Director, North Bengal Wild Animals Park, Siliguri.**
5. All prospective tenderer shall be allowed to participate in one or more than one of the above mentioned works in this notice. But separate application with supporting documents and EMD should be submitted separately for each work.
6. In case of any unscheduled holiday or bundh or natural calamity on the aforementioned dates, next working day will be treated as scheduled/prescribed date for the same purpose.
7. Tender inviting authority reserves the right to defer the time and date of opening of the Technical or Financial or both bids.
8. **ELIGIBILITY CRITERIA FOR PARTICIPATION IN THE TENDER.**
 - 8.1 Document: Income Tax Acknowledgement Receipt for the latest Assessment year, P.T. Deposit Challan for the latest Assessment year, GST Registration Certificate, PAN Card, Aadhar, Trade license (valid), Food Safety and Standards Authority of India (FSSAI) license (valid) and fully filled application form are to be accompanied with the Technical Bid Documents. [Statutory documents]
 - 8.2 Bidders are required to have Trade Licence, P-Tax Registration and GST Registration with Government of West Bengal. The GST Registration should be same nature of the specific work and must be submitted by the bidders along with technical bid.

8.3 **Affidavit (Y):** Neither prospective Tenderer nor any of the constituent partner had been debarred to participation in any Tender by the State/Central Government, State/Central Government undertaking. Statutory/Autonomous bodies constituted under the Central/State statute during the last 5 (five) years prior to the date of this NIT. Such debarring will be considered as disqualification towards eligibility. (A declaration in this respect has to be furnished by the prospective bidders as per prescribed format in non-judicial stamp paper, must be uploaded with both side of Stamp Paper-Affidavit-Y).

(Non-Statutory documents)

8.4 Registered Labour Co-operative Societies are required to furnish valid Bye Law, Current Audit Report, Minutes of last A.G.M (preferably), valid certificate from A.R.C.S. along with other relevant supporting papers and be submitted along with technical bid.

8.5 Description of Kiosk/Stall The successful bidder hereinafter called contractor shall bring their own equipment and instrument to run their stall/shop. Only Space (6 Feet X 8 Feet for Preservation of Environment at NBWAP) will be provided by the park authority. Site selection will be finalized as per direction of the park authority.

9. Bid shall remain valid for a period of 365 days from the first date of closing. If the bidder withdraws the bid during the validity period of bid, the earnest money as deposited will be forfeited forthwith without assigning any reason thereof.

10. EARNEST MONEY DEPOSIT AND TENDER DOCUMENT COST.

Payment procedure:

Payment by Net Banking (any listed bank) through ICICI Bank Payment Gateway:

On selection of net banking as the payment mode, the bidder will be directed to ICICI Bank Payment Gateway webpage (along with a string containing a Unique ID) where he will select the Bank through which he wants to do the transaction.

Bidder will make the payment after entering his Unique ID and password of the bank to process the transaction.

Bidder will receive a confirmation message regarding success/failure of the transaction. If the transaction is successful, the amount paid by the bidder will get credited in the respective Pooling account of the State Government /PSU/Autonomous Body/Local Body/PRIs, etc maintained with the Focal Point Branch of ICICI Bank at R.N. Mukherjee Road, Kolkata for collection of EMD/Tender Fees.

If the transaction is failure, the bidder will again try for payment by going back to the first step.

10 (A) **Payment through RTGS/NEFT:-**

(i) On selection of RTGS/NEFT as the payment mode, the e-Procurement portal will show a pre-filled challan having the details to process RTGS/NEFT transaction.

(ii) The bidder will print the challan and use the pre-filled information to make RTGS/NEFT payment using his Bank account. Once payment is made, the bidder will come back to the e-Procurement portal after expiry of a reasonable time to enable the NEFT/RTGS process to complete, in order to verify the payment made and continue the bidding process.

(iii) If verification is successful, the fund will get credited to the respective Pooling account of the State Government/PSU/ Autonomous Body/Local Body/PRIs, etc maintained with the Focal Point Branch of ICICI Bank at R.N. Mukherjee Road, Kolkata for collection of EMD/Tender Fees.

(iv) Hereafter, the bidder will go to e-Procurement portal for submission of his bid. But if the payment verification is unsuccessful, the amount will be returned to the bidder's account.

10 (B) **Refund/Settlement Process:-**

- (i) After opening of the bids and technical evaluation of the same by the tender inviting authority through electronic processing in the e-Procurement portal of the State Government, the tender inviting authority will declare the status of the bids as successful or unsuccessful which will be made available, along with the details of the unsuccessful bidders, to ICICI Bank by the e-Procurement portal through web services.
- (ii) On receipt of the information from the e-Procurement portal, the Bank will refund, through an automated process, the EMD of the bidders disqualified at the technical evaluation to the respective bidders' bank accounts from which they made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on rejection of bid is uploaded to the e-Procurement portal by the tender inviting authority.
- (iii) Once the financial bid evaluation is electronically processed in the e-Procurement portal, EMD of the technically qualified bidders other than that of the H1 and H2 bidders will be refunded, through an automated process, to the respective bidders' bank accounts from which they made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on rejection of financial bid is uploaded to the e-Procurement portal by the tender inviting authority. However, the H2 bidder should not be rejected till the LOI process is successful.
- (iv) If the H1 bidder accepts the LOI and the same is processed electronically in the e-Procurement portal, EMD of the H2 bidder will be refunded through an automated process, to his bank account from which he made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on Award of Contract (AOC) to the H1 bidder is uploaded to the e-Procurement portal by the tender inviting authority.
- (v) As soon as the H1 bidder is awarded the contract (AOC) and the same is processed electronically in the e-Procurement portal.

EMD of the H1 bidder for tenders of State Government offices will automatically get transferred from the pooling account to the State Government deposit head "8443-00-103-001-07" through GRIPS along with the bank particulars of the H1 bidder.

EMD of the H1 bidder for tenders of the State PSUs/Autonomous Bodies/Local Bodies/PRIs, etc will automatically get transferred from the pooling account to their respective linked bank accounts along with the bank particulars of the H1 bidder. In both the above cases, such transfer will take place within T+1 Bank Working Days where T will mean the date on which the Award of Contract (AOC) is issued.

The Bank will share the details of the GRN No. generated on successful entry in GRIPS with the E-Procurement portal for updating.

Once the EMD of the H1 bidder is transferred in the manner mentioned above, Tender fees, if any, deposited by the bidders will be transferred electronically from the pooling account to the Government revenue receipt head "0070-60-800-013-27" through GRIPS for Government tenders and to the respective linked bank accounts for State PSU/Autonomous Body/Local Body/PRIs, etc tenders.

All refunds will be made mandatorily to the Bank A/c from which the payment of EMD & Tender Fees (if any) were initiated.

There is no exemption of any kind for any of the eligible contractors towards cost of tender document fee or EMD.

11. Both technical Bid and Financial Bid should be submitted duly digitally signed by the Tenderer through the website <http://wbtenders.gov.in> as per the 'Date & Time Schedule' stated in this NIT (Details of which has been narrated in '**Instruction to Bidders**') In case of partnership firm(s), the pledged instrument (s) must reflect the name(s) of the firm as well as the name(s) and address(es) of the partner/partners who is/are authorized to pledge the same as per valid partnership deed (s).

12. **Security Deposit** - Security Deposit of four (04) months license fees (accepted monthly bid amount) should be submitted by the agency in advance form the way of NEFT/RTGS in favor of the Director, North Bengal Wild Animals Park, Siliguri vide SBI Current Account No. 34025261247, IFSC Code- SBIN0011384 within 7 (seven) days of intimation of the acceptance of tender. The deposited bank slip/counter foil /challan etc. in respect of Security Deposit must be submitted to the office of the Director, NBWAP, Siliguri during the time of sign an agreement of work contract. No interest will be paid on Security Deposit (SD) by the park authority.

INSTRUCTION TO BIDDERS

1. General guidance for e-Tendering:-

Instructions / Guidelines for electronic submission of the tenders have been annexed for assisting the contractors to participate in e-Tendering.

(i) Registration of Contractor:-

Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System, through logging on to <https://wbtenders.gov.in> The contractor is to click on the link for e-Tendering site as given on the web portal.

(ii) Digital Signature certificate (DSC):

Each contractor 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 Informatics Centre (NIC) or other certified agencies of Government of India on payment of requisite amount. Details are available on the Web Site. DSC is given as a USB e-Token.

(iii) The contractor can search & download N.I.T. & Tender Document(s) electronically from computer once he logs on to the website by using the Digital Signature Certificate (DSC). This is the only mode of collection of Tender Documents.

(iv) Participation in more than one work:

A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm.

(v) Submission of Tenders:-

Tenders are to be submitted through online to the website in two folders at a time for each work, one in Technical Proposal & the other is Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

2. Technical Proposal:

The Technical proposal should contain scanned copies of the following in two covers (folders)

(a) Statutory Cover Containing the following documents:-

1. NIT
2. Scan copy of EMD
3. AFFIDAVIT – “Y”

(b) Non-statutory Cover containing the following documents: As listed in eligibility criteria given in NIT.

N.B.:- Failure of submission of any of the above mentioned documents as stated will render the tenderer liable to be rejected for both statutory & non statutory cover.

3. THE ABOVE STATED NON-STATUTORY/STATUTORY DOCUMENTS (TECHNICAL BID) WILL BE EVALUATED IN THE FOLLOWING MANNER

Procedure to upload Technical documents in the web portal-

Click the check boxes beside the necessary documents in the My Document list and then click the tab “Submit Non Statutory Documents’ to send the selected documents to Non-Statutory folder. Next Click the tab “Click to Encrypt and upload” and then click the “Technical” Folder to upload the Technical Documents.

Manner of evaluation of Technical Bid-

- i. Tender Evaluation Committee (TEC)-TEC will be constituted as per Order of the Director, NBWAP, WBZA, Department of Forests, Government of West Bengal. The Director will function as Chairman of Committee for selection of technically qualified contractors.
- ii. Opening of tender: Will be made as per sequence.
- iii. Opening of Technical Proposal: Technical proposals will be opened by the Director, West Bengal Zoo Authorities and his authorized Nodal officer electronically from the website using their Digital Signature Certificate (DSC).
- iv. Intending Tenderers may remain present if they so desire.
- v. Cover (folder) for Statutory Documents will be opened first and 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.
- vi. Decrypted (transformed into readable formats) documents of the non-statutory cover will be downloaded & handed over to the "Tender Committee".
- vii. Summary list of technically qualified Tenderers will be uploaded online.
- viii. Pursuant to scrutiny & decision of the "Tender Committee" the summary list of eligible Tenderers & the serial number of work for which their proposal considered will be uploaded in the web portals.
- ix. During evaluation the committee may summon the Tenderers & 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.

4. Financial Bid:-

The financial Bid should contain the following document in one cover (folder). Bill of Quantities (BOQ): The contractor is to quote the rate (percentage above) online through computer in the space marked for quoting rate in the BOQ. (Only downloaded copies of the above documents are to be uploaded, virus scanned and digitally signed by the contractor).

5. Dispute Settlement:

It is mutually agreed that all differences and disputes arising out of or in connection with this agreements shall be settled by mutual discussions and negotiations if such disputes and differences cannot be settled and resolved by discussions and negotiations then the same shall be referred to the sole Arbitrator appointed by the Director, N.B.W.A.P, Siliguri whose decision shall be final and binding on both the parties.

PART-A **GENERAL TERMS AND CONDITIONS**

Bengal Safari offers Preservation of Environment (Food kiosk/stall) rights to interested parties/firms/agencies/franchisee of branded products for Park area for a period of twelve months from the date of execution of agreement.

1. Tender should be submitted online for the above spaces along with the following copies of licenses and documents etc.
 - I. Registration & Valid license under Food Safety and Standards Authority of India (FSSAI).
 - II. GST registration certificate.
 - III. Income Tax Acknowledgement Receipt for the latest Assessment year.
 - IV. P.T. Deposit challan for the latest Assessment year.
 - V. Trade License (valid).

- VI. Police permission (wherever applicable) if any.
 - VII. PAN Card.
 - VIII. Aadhar Card/Voter ID Card.
2. Cleaning of cooking space, dinning space, and washroom are compulsory and no plastic/thermocool to be used/left in that place. No staffs shall be allowed to stay at night inside the park under any circumstance.
 3. Biodegradable & non- biodegradable materials must be disposed off as per rule.
 4. All utensils must be of Food grade SS/aluminum and similar material and all cooked food must be placed in covered condition by SS material, free from flies and dust and unhygienic condition.
 5. If the licensee exhibits any advertisement other than his own brand/name in that specified space, his license will be terminated. However Brand name may be displayed in specified space.
 7. The successful tenderer will have to allow 25% rebate on rate of all approved food articles, tea etc. as are prepared by them in their stall to the Park staff.
 8. Without the approval of the Director, North Bengal Wild Animals Park rate/rates of any food items cannot be increased by the licensee.
 9. The usual terms of opening and closing of the stall inside the park will be 9.00 am to 6.00 pm during visiting hours of the zoo as may be decided from time to time.
 10. The tenderer must satisfy the Director, North Bengal Wild Animals Park about the hygienic conditions of their products (following guidelines of Food Safety & Standards Act, 2006) and articles offered for sale as well as the reasonableness of the process of each item of food and drinks offered for sale at the stall
 11. The tenderers are required to quote online in their tenders, the amount of the license fee per month in English both in figure and in words legibly, which is payable to the park authorities for Refreshment Pavilion (cafeteria).
 12. The successful bidder will not be allowed to quit the functioning of the cafeteria before contract period. If they quit & stop functioning the security deposit will be forfeited & be blacklisted. The park authority have the right to use that stall to other agencies/use by own resources/further bidding after giving 7 days notice.
 13. The Director, North Bengal Wild Animals Park, may terminate the contract earlier by issuing of one calendar month's notice.
 14. The Director, North Bengal Wild Animals Park, Siliguri is not bound to accept the highest or any tender and will be at liberty to fix the license fee. No conditional tender will be considered.
 15. The tender whose highest rate will be accepted must enter into an agreement on a non-judicial stamp paper of Rs.100/- Rupees (One Hundred) only, the cost of which will be borne by the contracting agency/firm/company.
 16. Security Deposit of two (02) months license fees (accepted monthly bid amount) should be submitted by the agency in advance form the way of NEFT/RTGS in favor of the Director, North Bengal Wild Animals Park, Siliguri vide SBI Current Account No. 34025261247, IFSC Code- SBIN0011384 within 7 (seven) days of intimation of the acceptance of tender. The deposited bank slip/counter foil /challan etc. in respect of Security Deposit must be submitted to the office of the Director, NBWAP, Siliguri during the time of sign an agreement of work contract. No interest will be paid on Security Deposit (SD) by the park authority.
 17. The licensee has to pay the monthly license fee (accepted bid amount) within or before 7th day of every month. The security money is liable to forfeiture if the agency/contractor fails to deposit license fee as aforesaid within the last day of the respective month (except initial 1 month). The decision of the Director, NBWAP will be binding and final in this respect.

18. The license fee will not include any other charges for running the business of kiosk/stall. The agency/contractor shall have to bear all such charges i.e. electricity and water etc. if any.
19. Minimum floor rate for kiosk/stall is Rs. 17,000/- (Rupees Seventeen Thousand) only per month & bidder is required to bid over and above the floor price. Highest bidder shall be considered for allotment.
20. The license to run kiosk/stall is non transferable and it cannot be assigned or sublet to (in whole or in part) anyone else.
22. No relaxation in license fee will be given to the successful license for the loss time required for creation of the kiosk/stall.
23. The agency besides paying the quoted bid price to the North Bengal Wild Animals Park will be liable to pay such other Government dues/fees as well as be levied to such authority on his own responsibility without burdening the North Bengal Wild Animals Park on that account.
24. Beyond the mentioned area if the licensee wants to put any kiosk/space should have to take permission from the undersigned.
25. Taxes & other charges (if any) as applicable by the Govt. time to time will have to paid by the licensee.
26. The licensee will be liable to the damages caused to the property of the park, if any, during the execution/creation of the Kiosk/stall/kitchen etc. The full liability and responsibility will also lie over the agency for any damage to the property, animal or human due to any unforeseen incident/accident caused by the said cafeteria. . Extension of area or creation of additional kiosk/stall outside the Preservation of Environment will not be permitted.
27. Separate private meter for consumption of electricity in the kiosk/stall may be installed by the successful tenderer at their own cost before commencement of their business.
28. All disputes in any matter arising out of this tender shall be settled by the Director, NBWAP. Successful tenderer is required to execute an agreement with the tendering authority before commencement of business as per usual procedure. For promotion of tourism any additional clause may be added from time to time.
29. The food raw materials, ingredients etc. are to be of good quality, clean, fresh, nutritious, hygienic and edible NO COOKED FOOD shall be stored/preserved after meals. The Kitchens, utensils, serving premises should be neat, clean and hygienic. Strict adherence of the hygiene of Canteen Services and its surrounding is essential.
30. Contractor shall be solely responsible in case of incidences of food poisoning and shall bear the complete expenditure arising out of this for medical treatment of the users. In addition, penalty may be imposed on the contractor as decided by the park authority.
31. Mess workers and cook should be healthy and medically fit. The agency/firm/company should ensure that all the employees are free from communicable diseases. Medical Certificate to this effect should be available for inspection by the authorities. If any mess worker is found medically unfit, he/she may not be given permission to continue his/her duties and mess contractor has to replace them immediately without fail.
32. The agency/firm/company shall be responsible for the proper conduct and behavior of the employees engaged. The agency/firm/company along with his workers has to behave politely with students/Visitors and employees of NBWAP. If it is found that any worker has misbehaved with any of the person, the agency/firm/company has to take action immediately.
33. Liability/responsibility in case of any accident causing injury/death to mess worker or any of his staff shall be of the contractor. The park authorities shall not be responsible in any means in such cases.
34. The contract shall be initially for a period of one year and may be extended for a further period at the discretion of competent authority if required.
35. The park Campus is a "NO SMOKING ZONE", hence sale and use of tobacco is prohibited.

36. The sale and use of Liquor (alcohol) is also strictly prohibited in the said cafeteria and premises.
37. The tenderer should use such standard quality food articles approved by relevant regulatory authorities. Certificate in this regard should be displayed prominently in the premises.
38. An Officer authorized by Director, NBWAP, Siliguri can check the quality of food and hygienic condition as per the Govt. norms and a fine of Rs. 1,000/- would be charged for every occasion of non-compliance. The park authority reserves the right to send the food samples served at the canteen to relevant testing laboratories and take appropriate action on the contractor, if required.
39. Only LPG will be used for cooking. No. coal or wood shall be used as fuel for cooking of food, heating of food etc.
40. The Contractor shall not bring or cook or permit drinking or cooking in the kiosk/stall of beef or bacon, under any circumstances.
41. The Contractor should not use plastic cups to serve any Cold Drinks, Beverages, & Food Stuffs etc.
42. The park authority shall not be held responsible for any loss or damage due to any reasons whatsoever to any goods, stores or articles, whether intended for sale or not, that may be kept in the said kiosk/stall by the contractor/agency.
43. The Contractor shall comply with any other instructions which may be issued from time to time by the park authority management. All food materials/product rates and number of items etc must be approved by the park authority before selling in the cafeteria. In case of any discrimination, penalty may be imposed and administrative action can be initiated.
44. All Selling food items in Cafeteria must have followed all formalities under Food Safety & Standards Authority of India (FSSAI).The contractor and its employees must follow highest ethical standards.
45. The contractor shall maintain the kiosk/stall and its surrounding area in good condition and shall not cause any damage thereto. If any damage is caused to the premises by the contractor or his workers, employees or agents the same shall be rectified by the contractor at his own cost either by rectifying the damage or by paying compensation as may be determined by park authority.
46. The contractor shall not sublet the premises either in whole or in part. The premises shall not be used for residential purposes even for the shop staff. No additions or alterations of the premises will be made without permission of the Authority. No washing of dishes etc. will be allowed in the shop.
47. For any typographical mistake in case of Unit, Rate, Quantity, Amount, any type of nomenclature in items of works / item itself including description etc. whatsoever as stated in documents, that can't be claimed during agreement or so.
48. Work order will be issued subject to approval from higher Authority.

PART-B
SPECIAL TERMS AND CONDITIONS

1. The intending Bidders shall clearly understand that whatever may be the outcome of the present invitation of Bids, no cost of Bidding shall be reimbursable by the Department. The Director, NORTH BENGAL WILD ANIMALS PARK, Siliguri, West Bengal Zoo Authorities, reserves the right to accept or reject any offer without assigning any reason whatsoever and is not liable for any cost that might have been incurred by any Tenderer at any stage of bidding.
2. Conditional/Incomplete tender will not be accepted under any circumstances.
3. The North Bengal Wild Animals Park, Siliguri will award the contract to the highest evaluated (H1) responsive bidder on the reserve base price given in the Tender Notice. Conditional bid will be treated as unresponsive and will be rejected.
4. The intending tenderer are required to quote the rate online. No Mobilization /Secured advance will be allowed.

5. Contractor shall have to comply with the provisions of (a) Food Safety and Standards Act, 2006 (b) Apprentice Act. 1961 and (c) minimum wages Act. 1948 d) Indian Forest Act, 1927 & amendments e) Wildlife (Protection) Act 1972 & amendments of the notification thereof or any other laws relating thereto and the rules made and order issued there under from time to time.
6. During scrutiny, if it comes to the notice of the tender inviting authority that the credential or any other paper found incorrect / manufactured / fabricated, that bidder would not be allowed to participate in the tender and that application will be rejected without any prejudice.
7. The Director, North Bengal Wild Animals Park, Siliguri ,West Bengal Zoo Authorities, Government of West Bengal reserves the right to cancel the NleT due to unavoidable circumstances and no claim in this respect will be entertained.
8. If there be any objection regarding prequalifying the Agency that should be lodged online to the Chairman of Tender Committee within 2 (two) days from the date of publication of list of qualified agencies and beyond that time schedule no objection will be entertained by the Tender Evaluation Committee.
9. Before issuance of the WORK ORDER, the tender inviting authority will verify the credential and other documents of the lowest tenderer if found necessary. After verification if it is found that the documents submitted by the lowest tenderer is either manufactured or false in that case work order will not be issued in favour of the said Tenderer under any circumstances.
10. If any discrepancy arises between two similar clauses on different notification, the clause as stated in later notification will supersede former one in following sequence:-
 - a. N.I.T.
 - b. General Terms & Conditions.
 - c. Technical Bid.
 - d. Financial Bid.
11. Qualification criteria: The tender inviting and Accepting Authority through a “Tender Committee” will determine the eligibility of each bidder. The bidders shall have to meet all the minimum criteria regarding.
 - a. Financial Capacity.
 - b. Technical Capability comprising of personnel & equipment capability.
12. The eligibility of a bidder will be ascertained on the basis of the document(s) in support of the minimum criteria as mentioned in tender documents and the declaration executed through prescribed affidavit-“Y” in non-judicial stamp paper of appropriate value duly notarized. If any document submitted by a bidder is either manufactured or false, in such cases the eligibility of the bidder / tenderer will be rejected at any stage without any prejudice.
13. Refund of Security Deposit: - The Security Deposit will be released to the contractor/agency after three (03) months from the last date of tenure of work for the project, if no defect is noticed within this period. In case of any defect/damage of the said part is noticed, the agency will be liable to repair it own his cost or pay the amount thereof, otherwise security deposit will be forfeited, in addition to any legal action as deemed fit & required. The Park authority is not responsible for any loss of food & other items by any wildlife.
14. The undersigned reserves the right to terminate the agreement at any point of time, in case the work performance is not up to the standard or satisfactory or in case there is any violation of terms and conditions of the tender notice or contract or any violation of Govt. of West Bengal rules and regulation, or if there is any lapse in compliance of any labour dispute, or if there is any incident of indiscipline on the part of the Tenderer or his staff. The decision of the Director, NBWAP, Siliguri in this regard would be final and binding on the Tenderer. In such an event, NBWAP, Siliguri shall have the right to engage any other tenderer to carry out the task.
15. The Earnest Money of the successful tenderers will be refunded only after security money has been deposited into the mentioned park authority bank account and deposited bank slip/counter foil /challan etc submitted to the office of the Director, NBWAP, Siliguri during the time of sign an agreement of work contract & after work order as well as Award of Contract (AOC) is issued. The successful tenderers should be submit an application to the office for release of the EMD submitted online.

16. The successful tenderers will not assign the work or part of the work to any other contractor. In case of any dispute the decision of the tender committee and or Member Secretary, WBZA will be final and binding.
17. No any addition rate/charges will be taken from the visitors by the licensee in case of company's product. Without approval of the Director, NBWAP, Siliguri rate/rates of any food items can't be increased by the licensee.
18. The tender notice along-with all terms & conditions mentioned above will form the part of the agreement to be executed by the tenderer. The undersigned has the authority to reject any or all Tenders received without assigning any reason thereof.
19. Punishment:- In the event of failure to execute formal tender agreement within the allotted time the Agency/Contractor/Tenderer will be liable for punishment. The Earnest Money deposited by the Agency/Contractor/Tenderer will be forfeited & debarred to participate in any Tender Works by the Director, North Bengal Wild Animals Park, Siliguri/Zoos under Member Secretary, West Bengal Zoo Authority and may also any Division under Directorate of Forests, West Bengal for a period of 5(Five) years. Failure to execute proportionate work within proportionate time, the agency will be liable of punishment as per rules.
20. The tender must be written legibly in English and any correction must be initiated by the tenderer. The tenderer must sign at the bottom of each page of the tender documents. No tender with erasing/overwriting or without sign will be accepted.
21. The contractor/agency may carry a temporary attractive structure like shade for shop, cart for kiosk/stall, shop on wheel like concept but shall not carry out any permanent structure or construction on the allotted area. Only allotted work will be carried out under this contract.
22. The stall/shop should be kept neat and clean and free of unhygienic conditions. The contractor should keep the site clean. If at any point, the allotted premises is found to be unclean, the contractor shall be held responsible and penalty of Rs. 2,000/- per occasion shall be imposed.
23. Electricity charges shall be paid by contractor as per actual consumption on the rates as maybe decided by the Department from time to time. The operational time of food kiosk/stall will be 9:00am to 6:00pm on all days except park closing days.
24. The contractor shall not sublet the premises either in whole or in part. The premises shall not be used for residential purposes even for the shop staff. No additions or alterations of the premises will be made without permission of the Authority. No washing of dishes etc. will be allowed in the shop
25. The contractor shall not keep the shop closed without prior permission from the Director, N.B.W.A.P, Siliguri. Any such incident shall be treated as breach of contract and suitable action including penalty shall be imposed for the same by the Director, N.B.W.A.P. Siliguri, as it may deem fit. The contractor will be responsible for maintaining proper disposal of garbage on day to day basis by his own resources.
26. Inspection – The competent authority and their representative shall be entitled at any time to inspect the shop. During inspection if any irregularities found, the competent authority and representative have a right to impose penalty.
27. Use of Plastic and polythene bag or any similar material item is strictly prohibited in the N.B.W.A.P premises. Contractor should use bio-degradable item for serving food or packaging the same.
28. The bearer/staff (not below the age of 18 years) employed by the contractor shall have to be medically fit and kept neat and clean. The contractor shall not employ young children as prohibited under the law / rules / regulations.
28. The contractor and his employees would be governed by the discipline rules as may be laid down by the Department while they are in the Institute premises.
29. All the workers engaged by the contractor for carrying out tasks under this contract, shall be deemed to be the employees of the contractor only. The contractor shall be solely responsible for their wages, fringe benefits, conduct, duty roster, leave-records, relievers, etc. The contractor shall also provide its workers' photo-identity cards which shall be checked by the Officer-In-Charge, NBWAP, Siliguri, as and when necessary.
30. The contractor shall ensure that the person deployed are disciplined and refrain from consumption of alcoholic drinks, paan, smoking, loitering without work and engaging in gambling or any immoral and illegal act during duty hours within the park premises. Non compliance of any terms and conditions enumerated in the contract shall be treated as breach of contract.
31. N.B.W.A.P, Siliguri shall have the right to terminate the contract giving one month notice in case the work performance is not up to the standard, or in case there is any violation of terms and condition of this contract or any violation of Govt. of West Bengal rules and regulation, or if there is any lapse in compliance of any labour dispute, or if there is any incident of indiscipline on the part of the Tenderer or his staff. The decision of N.B.W.A.P,

Siliguri's management in this regard would be final and binding on the Tenderer. In such an event, N.B.W.A.P, Siliguri shall have the right to engage any other tenderer to carry out the task.

32. If firm wants to withdraw from his engagement before completion of tenure, than the firm must provide one month notice before termination of contract and advance amount and Security Deposit amount will be forfeited.
33. All utensils must be of food grade SS/ aluminum and similar materials and all cooked food must be covered by SS materials free from flies and dust and unhygienic condition. The food raw materials ingredients etc. are to be of good quality, clean, fresh, nutritious, hygienic and suitable for human consumption.
34. Contractor shall be solely responsible in case of incidences of food poisoning and shall bear the complete expenditure arising out of this for medical treatment of the users. In addition penalty may be imposed on the contractor as decided by the park authority. Contractor shall solely be responsible for any legal cases/complications arising out of such unpleasant incident.
35. Only LPG will be used for heating of food. No coal or wood shall be used for the same. The contractor shall not bring or cook or permit cooking of beef or pork under any circumstances.
36. The contractor should not use plastic cups and plastic straws to serve any cold drinks, beverages and food items etc. Sale of ice cream in plastic container is not allowed.
37. For any typographical mistakes in use of unit, rate, quantity, amount or any type of nomenclature in items of work itself including description etc. whatsoever as stated in documents that can't be claimed during agreement or so.

Director
North Bengal Wild Animals Park

Memo No. 421/E- Tender No. 01/NBWAP/2024-25

Dated, Siliguri, the: 26/06/2024

Copy forwarded for information to:-

1. The Member Secretary, WBZA, Kolkata.
2. The Assistant Director, NBWAP.
3. The Veterinary Officer, NBWAP
4. The Range Officer, NBWAP.
5. The Assistant Zoo Supervisor, NBWAP.
6. The Assistant Security Supervisor, NBWAP.
7. Office Notice Board
8. Office website

Director
North Bengal Wild Animals Park

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. I have all machineries as per NIT & all will be at site during entire period of work. 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 any Government Department during the last 3 (three) years prior to the date of this N.I.T. I/We have presently.....nos of works in my hand & I would finish the work in time.
- 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 certified that I have applied in the tender in the capacity of individual/ as a partner of a firm/authorized representative of company or society and I will not handover the job to any other person except my employee to supervise.

Signed by an authorized officer of the firm.

Title of the officer

Name of the Firm with Seal

Date:



**West Bengal Zoo Authority
Office of The Director
North Bengal Wild Animals Park,**

5th Mile, Sevoke Road, Salugara, Siliguri, Jalpaiguri-734008 (W.B.)

Email Id: - dirnbwap@gmail.com

APPLICATION FORM

FORM FOR DETAILS OF AGENCIES FOR “-----”) of North Bengal Wild Animals Park, Siliguri during the period 2024-25 under E- Tender No. 01/NBWAP/2024-25.

(All information should be given in the following format with complete details)

Any wrong information/ uncompleted documents or without prescribed tender form shall be liable of rejection of application.

.1	Name of Agency	
2	Full Postal Address	
3	Telephone No. /Fax No./Email No.	
4	Type of Firm (whether proprietorship or partnership)	
5	Name & Professional qualification of the Proprietor or of Partner/s	
6	Number of Staffs employed in the firm.	
7	Description of Major work carried out if any.	
8	Name of the Organization	
9	Work Order /Ref. No	
10	Duration of Work	

11	Present important assignments (submit supporting documents)	
12	Aadhar Number	
13	IT Regd. No./details (latest)	
14	PAN Number	
15	GST Reg. Number	
16	Trade License Number	
17	FSSAI Reg. Number	
18	PT Regd. Number	
19	Application submitted for project no.	
20	Tender Amount Rs.	
21	EMD Details	
22	Others details, if any	

Note:-Please attach relevant documents (with sign & seal) with application form.

Date:-

Place: -

Signature (in full) & seal