



OFFICE OF THE MEMBER SECRETARY
DIAMOND HARBOUR GOVERNMENT MEDICAL COLLEGE AND HOSPITAL,
ROGI KALYAN SAMITY

DEPARTMENT OF HEALTH AND FAMILY WELFARE, GOVERNMENT OF WEST BENGAL

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Memo No: DHGMCH/RKS/2022/910

Date :- 17-03-22

Sealed tender is invited from bonafide, resourceful and experienced vendors in this line for the following scope of work inside Diamond Harbour Govt Medical College & Hospital.

Sl. No	Subject	Quantity
1.	Leasing of water body at DHGMCH Campus for three Years (03 Years). (WATER BODY-In front of Academic Building: One No. 4.82 Acres KHATIAN 613 DAG 606 Mouza BHAGABANPUR owned by Dept of H &FW)	1 number

Details of tender documents can be available from office of The Member Secretary, Rogi Kalyan Samity, Diamond Harbour Govt. Medical College & Hospital, New Town, Diamond Harbour, South 24 Pgs. in any working day between 10 A.M to 4 P.M. The tender should be addressed to The Member Secretary, Rogi Kalyan Samity, Diamond Harbour Govt. Medical College & Hospital, New Town, Diamond Harbour, South 24 Pgs. and to be dropped in the designated tender box at the office of The Member Secretary, Rogi Kalyan Samity, Diamond Harbour Govt. Medical College & Hospital, New Town, Diamond Harbour, South 24 Pgs. The last date of submission of tender is on or, before 21/04/2022, up to 4:00 P.M. & will be opened on 25-04-22 at 12.00 noon in the presence of intending tenderers & tender committee of Diamond Harbour Govt. Medical College & Hospital.

IMPORTANT DATES

- *Date of Publishing Tender Notice* :- 23-03-2022
- *Pre-Bid Meeting Date* :- 29-03-2022, 12.00 noon
- *Date of Starting Submission of Bid* :- 01-04-2022, 10.00 a.m.
- *Last Date of Submission of Bid* :- 21/04/2022, 4.00 p.m.
- *Date of Opening Bids* :- 25-04-2022, 12.00 noon


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D. Harbour Govt. Medical College & Hospital

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TENDER FOR "LEASING OF PONDS"

Tender No: **DHGMCH/RKS/2022/910**

Date :- **17-03-2022**

Title: LEASING OF WATER BODY Measuring Size: 4.82Acr in front of Academic Building AT Diamond Harbour Govt. Medical College & Hospital.

DHGMCH invites competitive bids for leasing its ponds for fish farming at Diamond Harbour Govt. Medical College & Hospital, New Town, Diamond Harbour.

Description as follows-

- 1) **WATER BODY-In front of Academic Building: One No. 4.82 Acres KHATIAN 613 DAG 606 Mouza BHAGABANPUR owned by Dept of H &FW**

Tender to be received on or before 21-04-22 by 16-00 Hours at the address mentioned below. Tenders are to be dropped in the designated tender box at the address mentioned below.

Tender received after due date and time due to whatever reasons will be rejected. Bidders and other interested bidder may witness the tender opening on 25-04-2022 after 12-00 Hrs.

TERMS & CONDITIONS

- 1) This is only a bid enquiry and not work order.
- 2) **The base price reserved for lease amount of a calendar year for this water body is ₹ 1,50,000/- (Rupees one lakh fifty thousand only). Bid only above this base price will be considered.**
- 3) Rates so quoted shall be filled in ink or printed and shall be strictly as per this format.
- 4) Tenderers are required to sign and put their seal on all pages towards acceptance of the terms and conditions of this tenders.
- 5) The tender quoted shall be enclosed in sealed envelope and the body of the envelope should mention the Tender Subject as "Tender for Leasing of Ponds" and the name/address of the bidder and shall be submitted at the address as mentioned above on or before _____ on or before 14-30 hrs.
- 6) Lease period will be of three (03) years only.
- 7) After execution of agreement, the Vendor hereby grants to use the said Ponds as an "as is where is, and whatever there is" condition basis. The Vendor may carry out the works for development of these ponds and make the same fit for fish farming at their own cost/expense without any claim against the Authority.
- 8) The successful Tenderer will have to deposit 50% amount of accepted amount within 15 days and remaining 50% amount of should be deposited within 30 days. The EMD amount of other participated tenderer will be returned when the successful tenderer deposit their 100% amount of accepted amount or within one month.
- 9) The list (including their name & address) of the personnel which will be engaged for fish culture will be deposited at farm office and then farm office will issue work order. Any person enters in the farm for fish culture without work order will not be allowed.
- 10) The contractor will be responsible for fish seed, food, feeding & take care of fishes and fish ponds.
- 11) The contractor 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.
- 12) 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 caretaker from the tenderer will be allowed in nights for security purpose of fishes after permission/recommendation of the competent Authority.
- 13) The contractor or his personnel will be prohibited for preying/hunting of wild life in the firm. If they do so they will be held responsible and the offence will be punishable as per existing rule of law.

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- 4) The bid amount as applicable to be deposited along with security deposit at the time of preparation of first year agreement. For consecutive years, the amount to be deposited within thirty days of expiry of ongoing term.
- 15) In case of non-submission of the yearly lease amount, the authority holds the right to terminate the agreement along with forfeiture of the security deposit.
- 16) An agreement agreeing the above terms & conditions duly signed by contractor with two witnesses on stamp paper of Rs. 100/- provided by the tenderer may be submitted immediately before issuing the work order.
- 17) Payment terms: The BID Amount shall be paid in advance Bank Draft / Pay Order of any Nationalized Bank / Public Sector Banks (other than Cooperative Bank) in the name of "Diamond Harbour Government Medical College and Hospital, Rogi Kalyan Samity" Payable at Diamond Harbour, before starting Job.
- 18) Security Deposit: Vendor must deposit Rs.30,000/- (Rs. Thirty Thousand only) interest free security deposit prior getting "Work Order" & the Security Deposit shall bear no interest whatsoever. The Authority shall refund the said deposit after deducting applicable / pending dues if any and only upon getting vacant and peaceful possession of the Pond. In the event of termination of this Agreement, the Authority shall forthwith return the said deposit against delivery of the quiet, vacant and peaceful possession of the Pond by the Vendor.
- 19) The Vendor shall be responsible for developing the pond with all applicable safety and statutory precautions. He/they may use these pond for carrying out the Fish farming work and shall keep the said pond in proper condition at his/their own cost.
- 20) Vendor shall comply with the provisions of all the applicable labour laws, particularly Acts and any amendment / modifications thereto or any other law relating thereto and Rules made there under from time to time and comply with all provisions applicable therein and/or make all the payments specified therein The Act includes and amendments and rules framed therein from time to time.
- 21) The Vendor shall be exclusively responsible for the safekeeping and risks of the products and shall take out adequate safety /security measures for the same. The Authority shall not in any manner be responsible for any loss, theft, pilferage or damage to any product of the Vendor under any circumstances whatsoever nor shall the Authority be responsible for any injury or death caused due to the ponds to any person of the Vendor or under the Vendor under any circumstances. The Vendor hereby indemnifies and shall continue to indemnify the Authority from all claims, suits, costs, expenses, liabilities, losses or damages (including any third-party claims) that may arise during the period of the Agreement and up to the date and time of returning back the vacant and peaceful possession of the said ponds back to the Authority.
- 22) The Authority shall also have the right to deploy its own security and may at any time enter and check the pond in question to ensure that the terms of this agreement are complied with or to comply with any law or protect the Authority interest in any manner. Further, it is expressly understood by the Vendor that the constructive possession shall always rest with the Authority.
- 23) At any time during the period of this agreement, the Authority shall have the option to terminate this agreement by giving one calendar month advance in writing to the Vendor without assigning any reasons and the Vendor shall stand accordingly stand terminated. The Authority may also terminate the agreement in case of material breach of any terms and conditions of the agreement by the Vendor. However before termination the Authority shall serve a written notice of 15 days to the Vendor asking them to ratify the breach within 30 days of the receipt of the notice, failing which the agreement may be terminated by the Authority
- 24) The Vendor shall not assign, transfer, sublet or part with the possession of the said pond or any portion thereof to any other person without the prior written consent of the Authority.
- 25) The Vendor shall not at any time put any claim of ownership, lease, sublease, tenancy or sub tenancy or an other right or title in the said pond and this agreement shall not be construed to create any such right whatsoever in favour of the Vendor.
- 26) The Vendor shall observe all rules and regulations and directions given by the Undersigned.
- 27) The Vendor shall not do any act or deed which may cause nuisance and annoyance to the Authority and neighbours nor put any dangerous, illegal or prohibited substances in the pond. Vendors is further prohibited to carry out any illegal activities from the said ponds.


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- 28) The Vendors shall handover vacant and peaceful possession of the said pond in same condition subject to normal wear and tear to the Authority after expiry of this Agreement of expiry of its renewal period of earlier termination whichever is earlier as the cause may be without any hindrance, demur or encumbrance.
- 29) The vendor shall not carry out any structural alternations or additions or changes in the said pond without the prior consent in writing of Authority.
- 30) In case of any failure on the part of the vendor to return and give back the pond, then the Authority shall have the right to enter the premises and remove the vendor and its goods, material, equipment, vehicles etc. at the cost of the security deposit lying with the authority.
- 31) EARNEST MONEY DEPOSIT: EMD of Rs.10,000/= (Rs. Ten Thousand only) is required to be submitted with this tender in the form of Pay order / Demand Draft / Pay Order of any Nationalised Bank / Public Sector Banks (other than Cooperative Bank) in the name of "Diamond Harbour Government Medical College and Hospital, Rogi Kalyan Samity" Payable at Diamond Harbour. Tenders will be rejected if EMD is not submitted with the tenders or amount is not in line with the amount called for. EMD Shall be refunded interest free to all unsuccessful bidders. EMD of successful tenderer shall be adjusted in Security deposit.**
- 32) In case of any disputes of differences between the parties the Member-Secretary, Diamond Harbour Government Medical College and Hospital, Rogi Kalyan Samity shall amicably try to resolve the same; if the matter fails to be resolved the same shall be referred to Diamond Harbour Government Medical College and Hospital, Rogi Kalyan Samity. The place of arbitration shall be DIAMOND HARBOUR.
- 33) "Diamond Harbour Government Medical College and Hospital, Rogi Kalyan Samity" reserves the right to accept or reject the tenders/ s or any part of the tender/ s or all the offers any time without assigning any reasons.
- 34) "Diamond Harbour Government Medical College and Hospital, Rogi Kalyan Samity "reserves the right to suspend, the contract covered by the order in event of strike, accidents or other contingencies beyond control.
- 35) "Diamond Harbour Government Medical College and Hospital, Rogi Kalyan Samity " shall not be responsible of any delays for receipt of tenders etc. on account of delays in postal /couriers or for any other reasons.
- 36) The Tenderer is advised to visit and examine the site at all locations and their surrounding an obtain for himself on his own responsibility all information that may be necessary for preparing of the bid and entering into the contract.
- 37) The Vendor shall submit Copy of Trade License, PAN Card, Voter I.D.Card /Adhaar Card etc.
- 38) The highest rate quoted will be accepted as the Successful bidder.**


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"BID CHART"

TENDER FOR "LEASING OF POND/WATER BODY-In front of Academic Building: One No. 4.82 Acres KHATIAN 613 DAG 606 Mouza BHAGABANPUR owned by Dept of H &FW"

(The tenderer shall fill in the given format the price quote by legible hand writing with ball pen only, both the figure and words failing which the tender may be rejected without notice in this regard)

TENDER No. :

To,
The Member Secretary, Rogi Kalyan Samity, Diamond Harbour Govt. Medical College & Hospital, New Town, Diamond Harbour, South 24 Pgs.

I hereby state the following as per rules

SL NO	Description and name of tenderer	
1.0	Lease Amount Price in Rs (in words & Figure) for every calendar year	
2.0	Check List	
2.1	Signed "Terms & Condition"	
2.2	Details of EMD of Rs. 10,000/= (Rs. Ten Thousand Only)	
2.3	Self-attested Xerox Copy Of "Trade License" (If any)	
2.4	Self-attested Xerox Copy Of "PAN CARD" (Mandatory)	
2.5	Self-attested Xerox Copy Of Voter I.D. Card	
2.6	Self-attested Xerox Copy Of Adhaar Card (Mandatory)	

DECLARATION

The terms & condition have been announced/readout before the bid opening and/or told to me in my local language.

I have gone through the terms and condition of the above contract and I have been explained the essence of the contract in my local language and I hereby agree to abide by the above condition and all these terms & condition will be a part of agreement between Member-Secretary, Diamond Harbour Government Medical College and Hospital, Rogi Kalyan Samity and me. The undertaking is signed by me without any prejudice/pressure/before the witnesses in full conscience.

Place:

Date:

(Signature of the tenderer/bidder)

Name of the party:

Address:


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