TENDER FOR OPERATION OF BOATING FACILITY OVER KANJIA LAKE FOR BOTH NANDANKANAN ZOOLOGICAL PARK AND STATE BOTANICAL GARDEN FOR THE YEAR, 2022-23.

FORM- A (TECHNICAL BID)

Last date of submission of sealed tender: 5.00PM of 25.07.2022 Date of Opening of tender (Technical bid): 11.30AM of 26.07.2022 Recent Passport size photograph of tenderer

- 1. Name of the Tenderer in full (in Block Capitals):
- Residential address(to be supported with:
 Copy Voter ID / Adhar Card copy of driving
 License / telephone or electric bill of May,2022
- 3. Address for correspondence (if other than above):
- 4. Telephone No. and E.mail ID for contact:
- 5. G. S. T registration No.
- 6. Amount of EMD furnished (in figure) Rs.

(in words) Rs.

Details of EMD - Bank Draft/Bankers Cheque No.:
 & name of Issuing Bank

Place:

Full signature of the Tenderer

Date:

TENDER FOR OPERATION OF BOATING FACILITY OVER KANJIA LAKE FOR BOTH NANDANKANAN ZOOLOGICAL PARK AND STATE BOTANICAL GARDEN.

FORM-B (FINANCIAL BID)

Recent Passport size Photograph of tenderer

- Name & address of the Tenderer in full (in Block Capitals):
- 2. Annual Bid Price offered for the 1st year (Exclusive of GST or any other taxes) (in figure) Rs. --

(in words) Rupees.

* (If GST or any other tax is applicable in future it will be borne by the bidder)

Place:

Full signature of the Tenderer

Date:



TERMS & CONDITIONS

TENDER FOR OPERATION OF BOATING FACILITY OVER KANJIA LAKE FOR BOTH NANDANKANAN ZOOLOGICAL PARK AND STATE BOTANICAL GARDEN.

Sealed Tender in prescribed form are invited from interested persons/farms/ entrepreneurs for operation of Boating Facility in Kanjia lake for both Nandankanan Zoological Park and State Botanical Garden of Nandankanan Zoological Park..

Last date of submission of sealed tender: 5.00 PM of 25.07.2022

Date of opening of the tender (Technical bid) :11.30 AM of 26.07.2022

The detailed terms & conditions of the tender are as follows:-

- The minimum bid amount is fixed at ₹.22, 00,000/- per annum exclusive of GST if applicable will be charged from the successful bidder. However the tenderer may offer his price above the minimum amount fixed.
 - 2. The tenderer should enclose the following documents while submitting the tender paper:
 - i) Recent coloured pass port size photograph- 1 No.
 - ii) Proof of residence (copy of Votor ID / Adhar Card / Electric or Telephone bill for the month of May, 22/ Copy of Driving license.
 - iii) · Copy of Pan Card.
 - iv) Copy of GST registration certificate along with acknowledgement for submission of return for the month of April, 2022 or onwards or last quarter ending March, 2022
 - v) Valid registration, valid license & valid insurance to be submitted at the time of tender paper for the boats as required under Commerce & Transport (Commerce) Deptt. Notification Dt.13.2.2004. The tenderer shall have been owner of minimum 10 (Ten) number of non-mechanized pedal boats (FRP boats) and each Boats shall not be more than three years old as on tender publication date.
 - vi) Minimum two years experience certificate for operation of non-mechanized boat.
 - vii) Valid boat licence & insurance for the boats which he/she proposes to put into service as required under Commerce & Transport (Commerce) Deptt. Notification Dt.13.2.2004 and all the registered boats should be in the name of the tenderer.
 - viii) E.M.D of ₹55,000/- in shape Bank Draft / Bankers Cheque drawn in favour of the Deputy Director, Nandankanan in any Nationalized Bank which will be refundable to the unsuccessful tenderer.
 - The EMD will be forfeited to Govt. in case the highest tenderer withdraws himself from the tender process or fails to deposit the Security Deposit in time or fails to sign the agreement on the stipulated time after the offer is accepted.
 - ix Employee Provident Fund (E.P.F) Registration Number of self or the agency supplying man power for the bidder.

- 3. Tender form can be downloaded from the website of Nandankanan Zoological Park www.nandankanan.org. The downloaded tender paper must be accompanied with Bank Draft of ₹.7080/- (₹.6000/- + GST 18% (₹.1080/-) in favour of the Deputy Director, Nandankanan Zoological Park in any Nationalized Bank payable at Bhubaneswar. The cost of tender form is not refundable under any circumstances.
- 4. The price of ticket for boating facilities shall be determined by the Nandankanan authority. Any increase or decrease in price of ticket will be determined & approved by Nandankanan authority. For the present the ticket price (inclusive of all charges and tax if any) shall be as follows.
 - i) 2 seater Boat ₹. 50/- for 30 min
 - ii) 3/4 seater Boat ₹.100 /-for 30 min.
 - iii) Family Boat (with capacity more than four) ₹.150/- for 30 min.
- 5. Form of Tender: The tender form will consist of two parts, (i) Form-A (Technical) and (ii) Form-B (Financial). Form A (Technical) and (ii) Form-B (Financial) are to be kept in two different sealed covers over which it has to be written clearly Form-A / Form-B respectively. Both covers should be kept in a cover superscribing "TENDER FOR OPERATION OF BOATING FACILITY OVER KANJIA LAKE FOR BOTH NANDANKANAN ZOOLOGICAL PARK AND STATE BOTANICAL GARDEN" and the name of the tenderer. Otherwise tender will not be considered as valid. The tender should be sealed and complete in all respect.
- 6. Tender submitted by a person who has dues to the Forest Department or who is a minor or who is insolvent, or who has been convicted in a court of law for offences involving moral turpitude or who has been black listed shall be treated as invalid and EMD along with such tender shall be forfeited to the Government.
- 7. The Tender shall be finalized by the tender committee in the following procedure:
 - (i) Form "A"- Technical bid will be opened first and evaluated as per the Tender conditions. The technical committee may send the documents related to boat registration, Licence, Insurance etc for its verification to competent authority.
 - (ii) The financial bid in Form "B" shall be opened by a committee constituted on that behalf in case of such tenderers who qualify in the Technical Bid.
- 8. The successful tenderer should operate the boating facility in the Boat Ghat in the campus of Nandankanan Zoological Park with a maximum 25(Twenty five) Nos of boat which includes paddle boats, rowing boats or any other approved non mechanized boat of different capacities and in the campus of State Botanical Garden with a minimum 05 (five) numbers of non-mechanized boats of different sitting capacities (2, 3 & 4 seated) boats. The applicant may verify the specified and approved site in consultation with Asst. Conservator of Forests, State Botanical Garden and the Range Officer, State Botanical Garden-II prior to submission of tender papers. No such alternation / modification / extension or changing of site shall be allowed after the execution of agreement and conditional tender shall not be accepted as valid tender.

- 9. The successful tenderer shall operate the boating facility in the Boat Ghat and the boat shall form of FRP (fiber reinforced plastic) / (HDPE) High Density Polyethylene which he proposes to put into service.
- 10.If the successful tenderer want to increase / add some different types of boat to operate except the above the same may be permitted by the Nandankanan authority subject to satisfactory performance with due approval.
- 11. The period of operation shall remain valid for **three (3) years** i.e. from the date of execution of agreement with annual hike of 10% in the license fee. Non operation period due to any reason shall not be considered for the extension of agreement beyond three years.
- 12. The successful tenderers shall follow the Covid-19 guideline issued time to time by the government at the time of issue of ticket as well as while boarding & landing of visitors.
- 13. The EMD will be forfeited to Govt. in case the tenderer withdraws himself from the tender process or fails to deposit the Security Deposit in time or fails to sign the agreement within stipulated period after obtaining offer acceptance letter from the authority (Nandankanan Zoological Park).
- 14. The successful tenderer shall enter an agreement with the Deputy Director for satisfactory operation of the boating facility. At the time of signing the agreement the said tenderer shall deposit 10 % of the bid amount towards Security Deposits in shape of Bank draft in any nationalized bank payble at Bhubaneswar. The boating operation is deemed to be started from the date of execution of agreement. If the successful bidder fails to sign the agreement, he shall be debarred to participate in further tender process for boating facility along with forfeiture of EMD as per clause 13 above.
- 15. The Security Deposit may be forfeited to Govt. in case of any deviation of the terms & conditions or in case of breach of the Agreement during period of operation.
- 16. The successful tenderer shall pay (henceforth to be called as the license fee) the 1st & 12th installment at the time of execution of agreement only in shape of Bank Draft in favour of <u>Society for Management & Development of N.K.Z.P</u> payble at Bhubaneswar. Alternatively the installment of licensee fee may be deposited through NEFT/RTGS mode to the <u>Account No. 0 4 2 1 0 4 0 0 0 1 4 8 9 6 2 IFSC code: I B K L 0 0 0 0 0 4 2 Account Holder Name: Society for Management & Development of N.K.Z.P and the copy of deposit slip may be submitted to the Range Officer, Revenue Range on the same day for the record. No cash / cheque shall be accepted at any cost. The rate of monthly installments will be fixed after finalization of the license fee.</u>
- 17. The delay in payment of monthly installment will lead to fine of Rs.200/- per day till the end of that month after which cessation of boating service and termination of contract may be effected. If the successful bidder failed to make payment of monthly installments in time and in the event of unsatisfactory performance of the

contract relating to boating service the 1st party (Licensor) reserves the right to terminate the contract and to forfeit the Security Deposit on giving a prior intimation before one month of such termination. The decision of the 1st party in this regard shall be final and binding on the tenderer. The boating service will be operated by licencee only on the day & timely when zoo remains open for the visitor. If zoo is closed for public by the zoo authority for any reason the boating service remain suspended on that day/period and deduction in licence fee proportionately to $1/30^{th}$ of the monthly licence fee will be deducted. Without any valid reason if licencee himself not operating the boating service the Nandankanan authority is not bound to consider the deduction in the licence fee for that day/period. The weekly closure day of zoo/SBG will not qualify for the claims for reduction in monthly licence fee.

- 18.In case of Nandankanan Zoological Park, the Range Officer, Revenue and in case of State Botanical Garden, the Range Officer, State Botanical Garden-II of Nandankanan Zoological Park shall check the ticket issuing system periodically as and when required.
- 19. The successful tender shall confine his services in the lake area as will be assigned to him and shall undertake to use only such area strictly for the purpose of which license will be granted. No sub letting of operation / service shall be allowed.

20. No engine driven boat shall be operated in the lake except the mechanized boat for emergency & rescue.

- 21. No man power will be provided by the Nandankanan authority for operation of boating facility. The successful tenderer must engage trained manpower and follow all the labour laws and ensure payment of all dues to the worker including EPF. The EPF compliance to be submitted monthly to authority concerned with a copy to Nandankanan authority. Any penalty for default will be charged from licencee.
- 22. The successful tenderer will be allowed to utilize the Booking Counter and Boat Ghat area of both State Botanical Garden and Nandankanan Zoological Park for operating boating facility. No place other than specified site shall be allowed. The said counter shall be maintained at his own cost. The area should be cleaned, sanitized by the tenderer on regular basis.
- 23. The safety and security of the visitors will rest with the successful tenderer. He should take adequate care and precaution to ensure security of the visitors by providing life jackets, rescue boats etc along with man power to prevent mishap if any.
- 24. For any loss of life and property of the visitor utilizing the boating facility, the successful tenderer will be held solely responsible. The successful tenderer has to provide security (life jacket) cover to the visitors and group insurance of the visitors using the boating facility.

- 25. The successful tenderer shall provide safe, efficient and properly coordinated boating service for carriage of visitors on the water body of Kanjia Lake.
- 26. The successful tenderer is required to place one mechanized boat for emergency and rescue in case of capsize of boats or any problem in paddle or rowing boats, for visitor safety.
- 27. The successful tenderer shall (a) ensure that the environment, culture, landscape flora and fauna and any other local feature of the place are not disturbed and maintained for all time in its natural shape. (b) Ensure that the area of operation over Kanjia lake be maintained free of weed growth throughout the year at his own cost. In the event that the tenderer fails to satisfy the above norms, the cleaning, sanitation & other works shall be executed by the Nandankanan Authorities at the cost of the tenderer by way of recovery from his Security Deposit amount.
- 28. The tenderer shall not display any sign board of its own unauthorizedly. All the signboard relating to boating operation shall be provided by the park authorities in appropriate place.
- 29. The successful tenderer shall maintain a uniform dress code to its employee along with photo Identity Card with separate unique identification number to his staff deployed for the service at his own cost. The design & colour of the dress along with unique identification shall be decided by the park authorities.
- 30. The successful tenderer shall print the tickets at his own cost and submit the printed tickets to the Range Officer, Revenue for Nandankanan and Range Officer, State Botanical Garden-II for State Botanical Garden for due authentication for final use of the tickets. The tickets without authentication by above Range Officers or his authorized representative shall not be valid and utilized in the service.
- 31. The successful tender shall submit a monthly return to the Range Officer, Revenue for Nandankanan and Range Officer, State Botanical Garden-II for State Botanical Garden mentioning the number of visitors availed boating facility at State Botanical Garden side in the 1st week of succeeding month.
- 32. The arrears payable by the successful tenderer, if any which remain unrecovered during the period shall be recovered as a public demand under the Odisha Public Demand Recovery Act, 1972.
- 33. In case of any dispute arising out of this contract/award of work between the "Deputy Director" and the "Agency" the matter shall be subject to appeal before the Director, Nandankanan Biological Park. The decision of the Director shall be final & binding on both the parties.
- 34. Any difference or dispute arising between the parties shall be subject to jurisdiction of the court at Bhubaneswar in the state of Odisha and nowhere else.
- 35. The successful tenderer shall abide by all the statutary provision of the Wildlife (Protection) Act, 1972 and all other laws, rules and guidelines which are applicable.
- 36. The undersigned shall not be bound to accept the highest offer and shall be at liberty to accept / reject a part or whole of the tender in the interest of

Management without assigning any reason thereof. The highest offer shall not be a criteria for award of tender.

- 37.Only such agencies / individuals who agrees to the terms and conditions laid down as above shall are eligible to apply subject to submit an undertaking in this regard as annexed at clause No. 39.
- 38. The agency / individuals who agrees to the terms and conditions laid down above shall only apply.

Signature of the tenderer Date:

Deputy Director Nandankanan Zoological Park

8

39.

UNDERTAKING

	I	4	2 12		S/o:	
at:			Po:		S	Dist
		_do herby und	dertake that I	have read al	l the conditi	ons and agrees to it
and s	submitted					ver Kanjia Lake at
						dankanan Zoological
Park.						9

Signature of the Tenderer Date: