



BENGAL CHEMICALS & PHARMACEUTICALS LTD.

(A Government of India Enterprise)

B T Road, P.O.-Panihati, 24 Parganas (North), Kolkata : 700 114, West Bengal, INDIA

Phone.: +91 33 2553 1234 / 1924 / 4541 ; Fax No. 2553 2017;

Email : beplpfy@gmail.com ; and beplpfy@cal3.vsnl.net.in

Website: www.bengalchemicals.gov.in

TENDER FOR "LEASING OF PONDS"

Tender No: PH/39/PUR/2013-14

Title: LEASING OF PONDS AT "BCPL, PANIHATI"

BCPL invites competitive bids for leasing its ponds for fish farming at Panihati, Kolkata-700114. Description as follows-

- 1) Factory-1 :02 Nos.
- 2) Factory-2 :01 Nos.
- 3) Employees Qtr. Area- 01 Nos.

Tender to be received on or before 09.09.2013 by 11.30AM Hrs at the address mentioned below. Tenders are to be dropped in the designated tender box at the address mentioned below.

Purchase Department, BENGAL CHEMICALS & PHARMACEUTICALS LIMITED, B.T. Road, Panihati, Kolkata-700114

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 the same day i.e 09.09.2013 at 12.00 P.M.

TERMS & CONDITIONS

- 1) This is only a price enquiry and not an order.
- 2) Rates so quoted shall be filled in ink or printed and shall be strictly as per this format.
- 3) Tenderers are required to sign and put their seal on all pages towards acceptance of the terms and conditions of this tenders.
- 4) 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 09.09.2013 or before 11.30 A.M.
- 5) Lease period will be of One(01) Years Only.
- 6) 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 Management.
- 7) Payment terms: The BID Amount shall be paid in advance Bank Draft / Pay Order of any Nationalised Bank / Public Sector Banks (other than Cooperative Bank) in the name of "BENGAL CHEMICALS & PHARMACEUTICALS LIMITED" Payable at KOLKATA, before starting Job.
- 8) Security Deposit: Vendor must deposit Rs.30,000/= (Rs. Thirty Thousand) interest free security deposit after getting "Work Order" & the Security Deposit shall bear no interest whatsoever. The Management shall refund the said deposit after deducting applicable / pending dues if any and only upon getting vacant and peaceful possession of the Pond.



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In the event of termination of this Agreement, the Management shall forthwith return the said deposit against delivery of the quiet, vacant and peaceful possession of the Pond by the Vendor.

- 9) The Vendor shall be responsible for developing these pond with all applicable safety and statutory precautions. He/they may use these ponds for carrying out the Fish farming work and shall keep the said pond in proper condition at his/their own cost.
- 10) 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.
- 11) 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 Management 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 Management 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 Management 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 Management.
- 12) The Management 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 Management interest in any manner. Further, it is expressly understood by the Vendor that the constructive possession shall always rest with the Management.
- 13) At any time during the period of this agreement, the Management 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 Management 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 Management 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 Management
- 14) 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 Management.
- 15) The Vendor shall not at any time put any claim of ownership, lease, sublease, tenancy or sub tenancy or any 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.
- 16) The Vendor shall observe all rules and regulations and directions given by BCPL ("BENGAL CHEMICALS & PHARMACEUTICALS LIMITED") Management.
- 17) The Vendor shall not do any act or deed which may cause nuisance and annoyance to the Management and neighbours nor put any dangerous, illegal or prohibited substances



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in the pond. Vendors is further prohibited to carry out any illegal activities from the said ponds.

- 18) The Vendors shall handover vacant and peaceful possession of the said pond in same condition subject to normal wear and tear to the Management after expiry of this Agreement of expiry of its renewal period or earlier termination whichever is earlier as the case may be without any hindrance, demur or encumbrance.
- 19) The Vendor shall not carry out any structural alterations or additions or changes in the said pond without the prior consent in writing of the Management.
- 20) In case of any failure on the part of the Vendor to return and give back vacant and peaceful possession of the said pond back to the Vendor, then the Management shall have the right to enter the premises and remove the Vendor and its goods, material, equipment, vehicles etc. at the cost and
- 21) **EARNEST MONEY DEPOSIT:** EMD of Rs.30,000/= (Rs. Thirty Thousands 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 "BENGAL CHEMICALS & PHARMACEUTICALS LIMITED" Payable at KOLKATA.. 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.
- 22) In case of any disputes of differences between the parties the "Chief Manager (P& A)" of the Management shall amicably try to resolve the same; if the matter fails to be resolved the same shall be referred to a Sole Arbitrator to be appointed by "Chief Manager (P & A)" of the Management. The place of arbitration shall be KOLKATA.
- 23) "BENGAL CHEMICALS & PHARMACEUTICALS LIMITED" 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.
- 24) "BENGAL CHEMICALS & PHARMACEUTICALS LIMITED" reserves the right to suspend, the contract covered by the order in event of strike, accidents or other contingencies beyond "BENGAL CHEMICALS & PHARMACEUTICALS LIMITED" control.
- 25) "BENGAL CHEMICALS & PHARMACEUTICALS LIMITED" shall not be responsible of any delays for receipt of tenders etc on account of delays in postal /couriers or for any other reasons.
- 26) The quantity of item/s of this tender, order (if given) is tentative and "BENGAL CHEMICALS & PHARMACEUTICALS LIMITED" reserves the right to terminate and suspend the contract/order at any point of time basis requirement of the purchaser/"BENGAL CHEMICALS & PHARMACEUTICALS LIMITED". No claim / compensation by the contractor/bidder shall be entertained due to any reasons thereof.
- 27) The Tenderer is advised to visit and examine the site at all locations and their surrounding and obtain for himself on his own responsibility all information that may be necessary for preparing of the bid and entering into the contract.
- 28) The Vendor shall submit Copy of Trade Licence, PAN Card, Voter I.D.Card /Adhar Card etc.



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“BID CHART”

TENDER FOR “LEASING OF PONDS”

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

TENDER No. :

Sl No	Description	Price in Rs (in words & Figures)
1.0	Lease Amount	
2.0	Check List	
2.1	Signed “Terms & Condition”	YES / NO
2.2	EMD of Rs. 30,000/= (Rs. Thirty Thousands only)	YES / NO
2.3	Copy of “Trade License”; “PAN Card” & “Voter I.D.Card /Adhar Card”.	YES / NO

Stamped & Signed by Tenderer with Date