



OFFICE OF THE CHIEF EXECUTIVE OFFICER

Siliguri Jalpaiguri Development Authority (SJDA)

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Memo No.: 529/I/Admn/192/13/SJDA

Dated: 06.03.2020

NOTICE INVITING BID (E- BIDDING) NO. 01/ADMN/LCS GODOWN/ 2019 – 2020 OF SJDA

Chief Executive Officer, Siliguri Jalpaiguri Development Authority (SJDA), Siliguri invites ONLINE BID (E-BID) of the following works.

1. **Name of Work:** LEASE ON RENTAL BASIS OF GODOWN AT THE PREMISES AT LAND CUSTOM STATION, FULBARI.
Area of Godown: 5506.12sq.ft..

2. **E- Filing:** In the event of e-Filing, intending bidder has to download the bid document from the <http://wbenders.gov.in> directly by the help of Digital Signature Certificate. Details are narrated in "Instruction to Bidders". Tender time schedule stated at Page No.02 of 09.

3A. BASE RATE: The quoted rate payable to SJDA on per month basis shall not be below Rs.73,000/- (Rupees Seventy Three thousand only) per month which will be the Base Rate, excluding GST and other Govt. Taxes as applicable.

3B. Period of lease: 1 (one) year from the date of taking over the possession, [may be extended another two years with 5% (five) increase for every year on satisfactory completion of work and payment]

3C. Quoting of Rate: ALL THE INTENDING BIDDERS SHOULD OFFER THE RATE NOT LESS THAN THE BASE RATE (excluding Govt. Taxes as applicable). Government taxes like GST, TCS etc. has to be borne by the bidder in addition to the accepted bid rate.

4. Earnest Money amounting to Rs.1,00,000/- (Rupees One lakh only)to be submitted online in favour of the Chief Executive Officer, Siliguri Jalpaiguri Development Authority (To be converted into Security Deposit on selection of successful bidder). At the time of uploading the E-Bid, the intending bidder should select the Bid and initiate payment of pre-defined EMD for that Bid by selecting from either of the following payment modes:

i) Net banking (any of the banks listed in the ICICI Bank Payment Gateway) in case of payment through ICICI Bank Payment Gateway.

ii) RTGS/NEFT in case of offline payment through bank account in any bank with his/ her tender/ bid as per Memorandum No.3975-F (Y) dated.28/07/2016 of Secretary to the Govt. of West Bengal, Finance Department. The H1 bidder shall make the Formal Agreement after getting the letter of acceptance (LOA) issued by the Bid Inviting Authority. Failure to make the formal agreement within the time period as prescribed in the Letter of Acceptance (LOA) for the purpose, may be construed as an attempt to disturb

the tendering/ bidding process and will be dealt with accordingly in a legal manner as deemed fit including blacklisting the bidder.

5. Eligibility criteria for participation in bid:

- a. The prospective bidders shall have satisfactorily completed as a prime agency during the last 03(Three) years prior to the date of issue of the works of similar nature of SJDA or of other State/Central Govt. Deptt or Statutory Body, Zilla Parishad, Mahukuma Parishad, Panchayat Samiti or Municipality.
- b. Pan Card, Income Tax (Sara) Acknowledgement receipt for Assessment year 2019-20, Professional Tax receipts Challan for the year 2018-2019, GST Registration Certificate to be accompanied with the Technical Bid document.
- c. Registered Unemployed Engineers' Co-operative Societies/ Unemployed Labour Co. Operative Societies are required to submit as follows
 - i. Valid Registration certificate issued by the Co-operative Deptt.
 - ii. Audit report audited by Co-operative Deptt. for the year not earlier than 2016-17.
 - iii. Resolution copy of Last Annual General Meeting authenticated and certified by the appropriate Authority in this regard.
- d. The partnership firm shall furnish the registered partnership deed.
- e. Any change of BOQ will not be accepted under any circumstances.

6. GST, Royalty & all other statutory levy/ Cess if applicable will have to be borne by the agency.

7. Date & Time Schedule:

Sl. No	Particulars	Date & Time
1	Date and time of Publishing of Bid (<i>online</i>)	06/03/2020 04.00p.m.
2	Bid documents download and uploading of bid start date and time (<i>online</i>)	06/03/2020 04.00p.m.
3	Bid proposal download & Uploading ended date & time (<i>online</i>)	20/03/2020 6.00p.m.
4	Bid opening date for Technical Proposal (<i>online</i>).	23/03/2020 11.00a.m.
5	Bid opening date for Financial Proposal (<i>online</i>).	Will be declared after Technical Evaluation.

8. Defaulter agencies w.r.t any works awarded earlier by SJDA will not be considered for the works.

9. The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information's that may be necessary for preparing the Bid and entering into a contract for the work as mentioned in the Notice inviting Bid, the cost of visiting the site shall be at the Bidder's own expense.

10. The intending Bidders shall clearly understand that whatever may be the out come of the present invitation of Bid, the Chief Executive Officer, Siliguri Jalpaiguri Development Authority reserves the right to reject any application for participating in the Bid and to accept or reject any offer without assigning any reason whatsoever and is not liable for any cost that might have incurred by any Bidder at the stage of Bidding.

11. Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in 'Instructions to Bidders' before bidding.

12. The agency shall not make any addition/ alteration or construct any structure at the site.

13. No CONDITIONAL/ INCOMPLETE TENDER will be accepted under any circumstances.

14. In case of Quoting rates, no multiple rate will be entertained by the SJDA.

15. Normally highest bidder will be accepted & work order given but the Chief Executive Officer, Siliguri Jalpaiguri Development Authority, reserves the right to cancel the NIB without assigning any reasons thereof and no claim in this respect will be entertained.

16. During scrutiny, if it is come to the notice to bid inviting authority that the credential or any other papers found incorrect/manufactured/fabricated, that tenderer/ bidder will not be allowed to participate in the tender and that application will be out rightly rejected without any prejudice.

17. Before issuance of the work order, the bid inviting authority may verify the credential & other documents of the highest bidder if found necessary. After verification, if it is found that such documents submitted by the highest bidder is either manufactured or false in that case, work order will not be issued in favour of the bidder under any circumstances.

18. The engagement may be cancelled any time without compensation in the event of Natural calamities, War, Govt. Direction etc. or for any such events beyond the control of the Authority, or where the agencies entrusted / engaged in illegal/unlawful activity in the said location/premises.

19. **Qualification Criteria:** The bidders shall have to meet all the minimum criteria regarding :-

a) Financial Capacity

b) Experience / Credential

The eligibility of a bidder will be ascertained on the basis of uploaded documents in support of the minimum criteria as mentioned in a & b above. If any document submitted by a bidder is either manufactured or false, in such cases the eligibility of the bidder/ tenderer will be out rightly rejected at any stage without any prejudice.

20. **Refund of EMD :** The Earnest Money of all the unsuccessful bidder will be refunded

21. The bidder shall have to comply with the provisions of (a) the contract labour (Regulation Abolition) Act. 1970(b) Apprentice Act. 1961 and (c) minimum wages Act. 1948 of the notification thereof or any other laws relating thereto and the rules made and order issued there under from time to time.

22. **Deposition of Quoted Amount:** The Lessee shall pay the monthly rental fees and Govt. Taxes as applicable, in advance **before 7th of every month**. Details given in clause no.14 below Page-4.

23. The Successful bidder (as lessee) will also has to sign an agreement with the Chief Executive Officer, Siliguri Jalpaiguri Development Authority (as lessor) on requisite stamp. The bid documents along with other Terms and Conditions shall form part of the agreement and the Successful Bidder (as Lessee) shall be bound himself / themselves to abide by the same. The undersigned shall also reserve the right either to accept or reject any or all the bids without assigning any reason whatsoever.

SPECIAL TERMS AND CONDITIONS

1. Bidders must go through & sign all pages of the bid document.
2. Erasing or overwriting is not allowed. All corrections are to be signed by the bidder. Incomplete bid document will be rejected. No conditional bid rates will be entertained.
3. Selection of the Lessee shall be on the basis of Bid by online submission by bidders to be received by the Chief Executive Officer, Siliguri Jalpaiguri Development Authority and normally the highest bidder is selected by the Siliguri Jalpaiguri Development Authority. But the accepting authority has

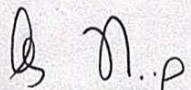
the right to accept the highest bid or any other bid or to reject all of them without assigning any reason.

4. No reduction or remission of bid money will be admissible for the reasons whatsoever (viz. Bandh, Strike, natural calamities, public agitation, and / or suspension of traffic movements for any other reasons whatsoever). No police or Security arrangements would be made by SJDA.
5. Siliguri Jalpaiguri Development Authority reserves the right to terminate the contract at anytime during its pendency without assigning any reason to the Lessee whatsoever. On receipt of the order in this behalf, the Lessee shall hand over the vacant and peaceful possession of Godown area etc. to the Siliguri Jalpaiguri Development Authority.
6. The Lessee will supply from time to time necessary information as and when required by the Siliguri Jalpaiguri Development Authority.
7. The Lessee shall keep complaint book available for lodging complaints, if any. He will also maintain an ORDER BOOK for receiving instructions from the Siliguri Jalpaiguri Development Authority.
8. The Lessee shall carry out instructions that may be issued by the Chief Executive Officer, Siliguri Jalpaiguri Development Authority or his representative for efficient and peaceful operation of the Godown.
9. The Lessee shall comply with the provisions of The Apprentice Act, 1961, Minimum Wages Act, 1948, and Contract Labour (Regulation & Abolition) Act, 1970 and orders issued there under from time to time failing which there will be breach of Contract and the Siliguri Jalpaiguri Development Authority at his discretion take necessary measures against the Lessee.
10. During the lease period any damages occurred would have to repair by the lessee at his own cost and upto the satisfaction of the Siliguri Jalpaiguri Development Authority.
11. **During the lease period, all the Energy (Electric) bills and other statutory bills, if any, have to be paid by the lessee and with intimation to the Chief Executive Officer, Siliguri Jalpaiguri Development Authority along with original receipt.**
12. The SJDA shall not bear any responsibility related to i) any insurance claim ii) Theft/ robbery/ loss ii) any legal hazards related to accidents and others iii) Any claim related to operation of Godown shall be bound by the lessee at his own responsibility ending.
13. Sufficient illumination should be there during night hours to cater clear visibility within Godown premises area throughout the lease period.
14. The Lessee shall pay the monthly rental, as given at Clause no.3A and 3B, in advance **before 7th of every month.** In the event of failure to pay the monthly rent and other charges within the stipulated date (a penalty fee @ 01% of the lease fee per day from the last date of scheduled date will be charged) In addition, the Lessee shall also pay the electricity charges, water charges as fixed by SJDA and maintenance charges if any, within 7 days from submission of the Bills, taxes will be payable extra as applicable.
15. The lessor shall reserve the right to terminate the contract/ agreement anytime without assigning any reason thereof, by giving one month notice.
16. The Lessee must ensure adequate coverage of the stocks stored, by availing separate insurance on their own. The Lessee must cover for theft, pilferage, burglary, fire & standard perils, earthquake and floods, etc., SJDA shall not be responsible for any loss and damages of the stocks.
17. The LESSEE shall use the leased premises for storage of stocks only and the LESSEE shall always maintain the premises in habitable condition.
18. The LESSEE shall not store inflammable, combustible, or hazardous explosive substances / radio active material in and around the godown. Only non-hazardous cargo shall be stored.

19. The LESSEE shall at its own cost and arrangement obtain the license of fire safety from the appropriate authority.
20. The LESSEE shall not have the right to sub-lease the demised storage area either in part or whole. The LESSEE shall not keep the goods of others, other than goods relating to their business and shall not allow anybody to reside in the allotted space and shall not use the same or part of it for stocking or keeping articles other than those needed for intended use.
21. The LESSEE shall not make any additions or alterations either structural or other wise to the demised storage area or even a portion thereof.
22. The LESSEE shall agree to maintain the demised premises in the same condition in which it is handed over by the LESSOR pursuant to this agreement.
23. The LESSEE shall agree to take up routine maintenance of the demised storage area including minor electrical repairs and replacements etc. including pumping out the flood water during the cyclones/heavy rains at Lessee's own cost obtaining permission from SJDA in written.
24. The LESSEE shall use tyre mounted Lorries only for carrying out the operations in the premises.
25. Repairs necessitated due to negligence of the LESSEE occupying the demised premises of their staff or labour or transport contractors etc., shall be to the account of LESSEE and it has to be made good immediately in its original form by the LESSEE.
26. The LESSOR or their authorized agency shall have the right to inspect the Leased premises at all reasonable times giving prior intimation to the LESSEE.
27. All the disputes or differences whatsoever arising between the parties out of or relating to the definition, meaning, scope, operation or effect of this tender on the validity, or the breach thereof shall be referred to the Board of Siliguri Jalpaiguri Development Authority and the decision of the Board will be final.
28. The LESSOR reserves the right to have lien on the goods stored by the LESSEE in the event of default of payment of rent, other charges and repair to damages caused due to operations of the LESSEE.
29. The Lessee will employ adequate number of staff in order to maintain efficiency to the standard desired by SJDA and the customers. All persons engaged by the Lessee shall be treated as their own employees and they will claim no privilege from SJDA. The Lessee will be directly responsible for the administration of his employees as regards their wages, uniforms, general discipline and courteous behaviour. The Lessee shall discharge from his/their service an employee who shall in the opinion of SJDA misconducts or is in way unfit or unsuitable for the purpose of the business to be carried on in the said premises.
30. The Lessee shall at its own cost effect, as required as per Act, take necessary insurance in respect of the staff and other personnel or person to be deployed or engaged at the warehouse in connection with their activities and shall comply with the provisions of all relevant Acts/Laws such as Establishment Act of Contract Labour, Employees state Insurance Act, Workmen's compensation Act, Payment of wages Act, the Employee Provident Fund Act and Family Pension Act 1952, the Payment of Bonus Act if applicable, Provision of employment of children act of 1938, Hours of Employment regulations and any other rules, Regulation and / or statues that may be applicable to them now or that may be introduced by the Government, State Administration or Local

authorities subsequent to the date of this agreement. The Lessee/Licensee shall keep SJDA indemnified from all acts of **commission**, default, breaches and / or any claims, demands, loss, injury and expenses to which SJDA may be put to or involved as a result of Lessee/Licensee's failure to fulfil any of the obligations hereunder and / or under statutes and / or any bye-laws or rules framed there under or any of them. SJDA shall be entitled to recover any of such losses or expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from the security deposit of the Lessee/Licensee without prejudice to its any other rights under the law.

31. SJDA will not provide labour and other handling equipment etc and same has to be organized by the Lessee as per the terms & conditions of labour laws & regulations from time to time.
32. Being lease operator in SJDA premises, SJDA would also expect the successful bidder to follow all applicable Government norms in terms of safety/security & labour compliances and other statutory compliances required under warehousing/ Godown operation in the area.
33. SJDA shall have the right to search the Lessee employees or cargo at any time while going out of the warehouse/office premises and there shall be no grievance expressed / felt on this account either by Lessee or his employees. The Lessee will issue ID cards to their staff / workers.
34. SJDA will not be in any way be responsible for any loss or damage accruing to any goods, stores or articles that may be kept by the Lessee/Licensee in the allotted space.
35. That the ownership, possession and control of godown space shall be that of the SJDA throughout and it is clearly understood that the Lessee shall not have any right to exclusive possession of the allotted space at any time.
36. The Lessee must have their own Security arrangements for the cargo stored in the Godown.
37. **SJDA reserves the right to off-lease any required space from the leased area by giving one month notice without assigning any reason thereof.** The Lessee/Licensee shall vacate the allotted space peacefully if desired by SJDA and shall hand over the same to the authorized officer of SJDA.


Chief Executive Officer

Siliguri Jalpaiguri Development Authority

Memo No. 529/1(8) /SIDA


Dated: 06.03.2020

Copy forwarded to :-

1. Addl. Chief Engineer, SJDA.
2. Superintending Engineer, SJDA.
3. ☒ A.P., SJDA, for Website uploading.
4. Notice Board, SJDA.
5. Notice Board, UTTARKANNYA, Fulbari.

St. Linie Saha
PI uplnt.
06/3/20

6. Notice Board, Siliguri Mahakuma Parishad, Siliguri.
7. Notice Board, Jalpaiguri Zilla Parishad, Jalpaiguri.
8. Notice Board, O/o the SDO, Siliguri.


Chief Executive Officer
Siliguri Jalpaiguri Development Authority

INSTRUCTION TO BIDDERS

SECTION – A

1. General guidance for e-Bidding

Instructions/ Guidelines for bidders for electronic submission of the bid online have been annexed for assisting the agencies to participate in e-Tendering.

2. Registration of Bidder

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

3. Digital Signature certificate (DSC)

Each bidder 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 Information's Centre (NIC) on payment of requisite amount details are available at the Web Site stated in Clause 2 of Guideline to tenderer DSC is given as a USB e-Token. Where an individual person holds a digital certificate in his own name duly issued to him against the company or the firm of which he happens to be a director or partner, such individual person shall, while uploading any tender/ bidder for and on behalf of such company or firm invariably upload a copy of registered power of attorney showing clear authorization in his favour, by the rest of the directors of such company or the partners of such firm, to upload such bidder. The power of attorney shall have to be registered in accordance with the provisions of the registration act, 1908.

4. The agency can search & download NIB & Bid Documents electronically from computer once He/ She logs on to the website mentioned in Clause 2 using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

5. Submission of E -Bid

E- Bid is to be submitted through online to the website stated in Cl. 2 in two folders at a time, one in Technical Proposal & the other is Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC). The virus scanned copies of Digitally Signed documents are to be uploaded. The documents will be submitted as follows.

A. Technical proposal

The Technical proposal should contain scanned copies of the following two folders (Covers for Offline)

A-1. Statutory folder Containing

- I. Application in letter headed pad.
- II. Credential/Experience Certificate

- III. Earnest money Deposit (EMD) Receipt as prescribed in the NIB against the work in favour of the Chief Executive Officer, Siliguri Jalpaiguri Development Authority,
- IV. NIB (Download &upload the same after Digitally Signed). Quoting rate will only encrypted in the B.O.Q. under Financial Bid. In case quoting any rate except in BOQ the bid liable to summarily rejected.
- V. Special Terms & condition (Download &upload the same after Digitally Signed)

A-2.Non statutory Cover Containing

Sl. No.	Category Name	Details
A.	CERTIFICATES	Professional Tax(PT) deposit receipt challan for the year 2018-19, Pan Card,Income Tax (Sarl) Acknowledgement receipt for Assessment year 2019-20,GST Registration Certificate.
B.	COMPANY /Farm matters	1. Registration Certificate under Company Act. (if any). 2.Registered Deed of partnership Firm/ Article of Association & Memorandum 3. Power of Attorney (For Partnership Firm/ Private Limited Company, if any) 4. Registration certificate issued by the co-operative department, audited report audited by Co-operative department for the year not earlier than 2016-17 . Resolution copy of LAST Annual General Meeting authenticated and certified by the Appropriate Authority in this regard , are to be submitted by the Registered labour Co-Op(S), Engineers' Co.- Opt.(S)
C.	Credential Certificates	Credential Certificate: As stated earlier Credential certificate is be issued by the competent authority showing satisfactorily completion as a prime agency during the last 03(Three) years prior to the date of issue of the works of similar nature) of SJDA or of other State/Central Govt. Deptt or statutory body, Zilla Parishad, Mahukuma Parishad, Panchayat Samiti or Municipality.

Note-Failure of submission of any of the above mentioned documents (As stated in A-1 and A-2) will render the tender liable to summarily rejected for both statutory & non statutory cover.

B. Bid evaluation

- i. Opening of Technical proposal: - Technical proposals will be opened by the Chief Executive Officer, or his authorized representative electronically from the web site stated using their Digital Signature Certificate.
- ii. Folder (Cover for offline) of statutory documents should be opened first & If found in order, Folder for non statutory documents will be opened. If there is any deficiency in the statutory documents the tender will summarily be rejected.

- iii. Cover (folder) statutory documents should be opened first & 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.
- iv. While evaluation the Chief Executive Officer may summon the bidder & 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

C. Financial Proposal

- i. For the financial proposal, the contractor is to quote the rate online through computer in the space marked for quoting rate in the BOQ.
- ii. Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the contractor.

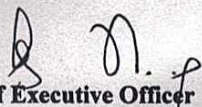
6. Penalty for suppression / distortion of facts

If any bidder fails to produce the original hard copies of the documents (especially Credential Certificate) or any other documents on demand of the Chief Executive Officer within a specified timeframe or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression, the bidder will be suspended from participating in the tenders/ bid on e-Tender platform for a 3 (three) years. In addition, his user ID will be deactivated and Earnest money deposit will stand forfeited besides, the SJDA may take appropriate legal action against such defaulting bidder as per law.

7. Rejection of bid

The bid inviting authority reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time prior to the award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for Employer's action.

N.B.: The Bidder whose Bid has been accepted will be notified by the SJDA. The Letter of Acceptance will constitute the formation of the Contract. All the Bid documents including NIB& B.O.Q. will be the part of the Contract Document.


Chief Executive Officer
Siliguri Jalpaiguri Development Authority