



Siliguri Jalpaiguri Development Authority

A Statutory Authority Under Department of UDMA

An IS/ISO 9001:2008 Certified Organisation

Tenzing Norgey Road, Pradhan Nagar, Siliguri-734003

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Memo No: 3270 / I / Admn / 177 / 12

Date: 19 / 12 / 2024

NOTICE INVITING BID (E-BIDDING) NO. 01/ADMN/ FOOD PARK COLD STORAGE/2024-25 OF SJDA

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

1. **Name of Work:** Operation and maintenance of Cold Storage at the premises of Food Park at Leusipukri, Jalash Nijamtara G.P., Phansidewa, Darjeeling District.
2. **Location:** Premises of Food Park at Leusipukri, Jalash Nijamtara G.P., Pansidewa in Darjeeling District.
3. **E-Filing:** In the events of e-Filing intending bidder has to download the bid document from the website <http://etender.wb.nic.in> directly by the help of Digital Signature Certificate. (Details of which has been narrated in "Instruction of Bidders").
4. **Period of work:** 1 (one) year from the date of taking over possession with 10% increment of quoted and accepted rate (excluding GST and other applicable Taxes) each year from the 2nd year, if the contract agreement is extended on the basis of discretion of SJDA.
5. In the event of e-Filing, intending bidder may download the tender document from the website: <https://wbenders.gov.in> directly with the help of Digital Signature Certificate & earnest money may be submitted either by Net Banking (any listed bank) through ICICI Bank Payment Gateway or through RTGS/NEFT in favour of the Chief Executive Officer, Siliguri Jalpaiguri Development Authority.

Tender document may be downloaded from website & submission of Technical Bid/Financial Bid as per Tender time schedule stated in e - Tender details at Page No. 3.

The documents submitted by the bidders should be indexed and also should be according to his /her/ their Firm name.

Earnest Money: The amounting to Rs.20,000/- (Twenty thousand only) only of Earnest Money is to be submitted online in favour of the Chief Executive Officer, Siliguri Jalpaiguri Development Authority (SJDA) At the time of uploading the tender / quotation, the intending bidder/tenderer,/ quotationer should select the tender to bid and initiate payment of pre-defined EMD for that tender by selecting from either of the following payment modes:

through ICICI Bank Payment Gateway.

- 11) RTGS/NEFT in case of offline payment through bank account in any Bank with his / her tender / quotation as per Memorandum No. 3975-F(Y) dated: - 28.07.2016 of Secretary to the Government of West Bengal, Finance Department. The H1 bidder shall make the Formal Agreement after getting the Letter of Acceptance (LOA) issued by the Tender 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 process and will be dealt with accordingly in a legal manner as deemed fit including blacklisting the bidder.

Refund of EMD: The EMD of the unsuccessful Tenderer deposited shall be automatically refunded through online process. The refund of EMDs will be paid to the bidders to the account from which the EMD transaction got initiated by the bidder. Accordingly, for internet banking transactions, the EMD will be refunded back to the internet banking account from which the bidder initiated the transaction. If the bidder has made EMD payment through RTGS/NEFT mode, the refund will go back to the account from which the RTGS/NEFT transaction got initiated.

HELPPDESK

For any queries or issues on EMD payments made through Internet banking or Payment gateway, RTGS/NEFT mode or any Refunds Contact Helpdesk: 03340267513/ 03340267512.

6. Reserved Price - Rs.58,500/- (Rupees Fifty Eight thousand Five hundred only) per month. Rate quoted below reserve price will not be accepted.

(GST and other Government Taxes upon the quoted and accepted rate shall be borne by the successful bidder.)

7. Eligibility criteria for participation in bid:

- a. Preferable - having experience in similar type of work.
 - b. GST documents.
 - c. Pan Card.
 - d. Income Tax (Sarl) acknowledgement receipt for last 03 (Three) Assessment Years.
 - e. Valid Trade Licence.
 - f. Professional Tax receipt updated Challan for the year 2023-24, to be accompanied with the Technical Bid document.
 - g. Registered Unemployed Engineers' Co-operative Societies / Unemployed Labour Co.-Op. Societies are required to submit as follows.
 - i. Valid Registration certificate issue by the Co-operative Department.
 - ii. Audit report audited by Co-operative Deptt. for the year 2023-24.
 - iii. Resolution copy of Annual General meeting for the year 2023-24.
- The partnership firm shall furnish the registered partnership deed.
- Any change of BOQ will not be accepted under any circumstances.

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

Date & Time Schedule:

Sl. No.	Particulars	Date & Time
1.	Date and time of Publishing of Bid (online)	20.12.2024 at 04.00 PM
2.	Bid documents download and uploading of bid start date and time (online)	20.12.2024 at 04.00 PM
3.	Bid proposal download & uploading ended date & time (online)	07.01.2025 up to 04.00 PM
4.	Bid opening date for Technical Proposal (online)	10.01.2025 at 11:00 AM
5.	Bid opening date for Financial Proposal (online)	Will be declared after technical evaluation.

1. Earnest Money or EMD of successful bidder will be kept as Security Deposit and will be released only after the satisfactory performance and completion of total period of work. Security Deposit may be forfeited by SJDA on unsatisfactory performance of the selected/successful bidder or the operator.
2. The Successful bidder/ operator shall not make any addition and alteration to the existing structure of the premises of Food Park any manner whatsoever without the written consent of the SJDA.
3. That the operator should be responsible for proper upkeep of the Cold Storage premises and its surroundings. The entire lawn area, pathways, stairs, toilets & bathrooms, structures etc..must be kept clean round the clock. The agency shall also be responsible for taking proper care of properties at the Cold Storage.
4. The offered rates should be excluding of all other cost like Operation and Maintenance cost, Electrical Charges, Water Charges, Taxes etc. All such taxes and charges will have to be paid by the successful bidder or operator at his/her/their own cost.
5. The Successful bidder/ operator shall comply with the provision of The Apprentice Act, 1961, Minimum Wages Act. 1984, and Contract Labour (Regulation & Abolition) Act, 1970 and orders issued there under from time to time falling which there will be breach of Contract and the Siliguri Jalpaiguri Development Authority at his discretion take necessary measure against the successful bidder/ operator.
6. The Operator i.e. successful bidder shall be responsible for any accident of his/her/their staff and workers. The workers engaged shall have to follow all security and safety rules. SJDA will not compensate the operator for such accident .
7. The successful bidder or operator will have to enter into an agreement with SJDA as per the terms and conditions depicted in the NIB/ Tender document.
8. The Successful bidder/ operator shall be responsible for maintenance of the premises and he/she/they shall repair the damage of the premises if any from his own cost .
9. No liability whatsoever shall be borne by SJDA in respect of appointment / legalization/ continuation of service of employees instated/ deployed/ engaged by the successful bidder/ operator for this work.

10. The Successful bidder/ operator should operate the unit on continuous basis throughout the period . If the operator fails to run the unit for a period of 7 days continuously, the SJDA shall issue a notice to the operator and if the operator and if the operator fails to operate the unit even after week on receipt of the notice, SJDA shall cancel the agreement and also forfeit the entire security deposit.
11. All sections, permission, on objections, letters of intent, consents , licenses, clearance , approval etc, shall be obtained by the successful bidder/ operator at his/her/their cost and document shall be kept effective and in force at all material time.
12. That any delay in payment of dues on the part of the successful bidder/ operator , any penalty / fine as imposed on successful bidder/ operator, the same shall be born and payable by the successful bidder/ operator without any contest , protest whatsoever
13. That the successful bidder/ operator shall not employ to work in the said assets any persons suffering from any contagious or infectious disease. For this purpose the Contractor shall obtain a medical certificate for each of employee from the Hospital/ Medical Practitioner when asked to do so
14. That the successful bidder/ operator shall fully & solely responsible for the implementation of various labour legislations such as Minimum Wage Act, E.S.I. Act , E.P.F. Act rules and By Laws of various Local Bodies/ Govt. And he shall be responsible to fulfil the requirements prescribed therein and maintain proper record there and is solely responsible for any violation. Further Siliguri Jalpaiguri Development Authority shall have no liability whatever to such employee nor the employees shall have any claim for payment in the Siliguri Jalpaiguri Development Authority on premature termination or on expiry of the contract period.
15. That the operator shall not be entitled to claim any compensation for reduction in license fee on this account from Siliguri Jalpaiguri Development Authority , and Siliguri Jalpaiguri Development Authority shall be in no any obligation to reimburse any part of the same to operator.
16. That successful bidder/ operator shall not sublet either the whole asset or a portion of the same to any other third party
The successful bidder/ operator shall ensure that no encroachment is made in the cold storage area.
17. For any kind of damage / theft of the existing properties / equipments of the cold storage, cost rectification & compensation to SJDA should be borne by the successful bidder/ operator.
18. **Under no circumstances alcoholic drinks and other intoxicants shall be served or allowed to consume in and around the Cold Storage.**
19. That on revocation of the contract or premature termination, the successful bidder/ operator shall hand over the peaceful possession of the cold storage without any claim and clear outstanding amount.
20. That in the event of any default in clearing the dues whatsoever to the Siliguri Jalpaiguri Development Authority shall have right to take legal action, if any.
21. If the contract is terminated because of a fundamental breach of contract by the operator, the Security Deposit will immediately be forfeited and deposited to the account of Siliguri Jalpaiguri Development Authority.
22. The successful bidder/ Operator shall not act contrary to any of the terms & conditions as stated above.
23. The above terms & conditions may be altered by negotiation or otherwise at the sole discretion of this Authority.
24. That any other terms & conditions which are not specifically mentioned herein above may be added or incorporated in future as per the decision of SJDA.
25. SJDA shall be within its right to undertake any type of repairs / constructions/ development works of the cold storage and other premises.
26. Apart from the accepted bid, the successful bidder/ operator needs to deposit GST and other taxes as per government norms as applicable.
27. Defaulter agencies w.r.t. any work awarded earlier by SJDA will not be considered for this NIB.
28. **The Bidder, at the his/her/their own responsibility and risk has to visit and examine the Site**
and its surroundings and obtain all information that may be necessary for preparing

11011(99) the Bid and entering into a contract for the work as mentioned in the Notice Inviting Bid, the cost of visiting site shall be at the Bidder's own expense.

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29. The intending Bidders shall clearly understand that whatever may be the outcome of the present invitation of Bids, the Chief Executive Officer, Siliguri Jalpaiguri Development Authority reserves the right to reject any application for participating in the Bid and cost that might have incurred by any Bidders at the stage of Bidding.
30. Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in 'Instruction to Bidders' before bidding.
31. No CONDITIONAL/ INCOMPLETE TENDER will be accepted under any circumstances.
32. In case of Quoting rates, no multiple rates will be entertained by the SJDA.
33. Necessary GST documents as per the Government rules to be furnished by the bidder.
34. The bidder has to quote the rate for one year. Normally the highest bidder will be given the order for the work.
35. The Authority has right to accept or reject rate of any of the bidder without assigning any reason thereof. The Authority also reserves the right to cancel the NIB (e-Bidding) and work order at any time and no claim in this respect will be entertained.
36. The Chief Executive Officer, Siliguri Jalpaiguri Development Authority reserves the right to cancel the N.I.B. (e-Bidding) and work order due to unavoidable circumstances and no claim in this respect will be entertained.
37. During scrutiny, if it comes to the notice to bid inviting authority that the credential or any other papers are found incorrect / manufactured / fabricated, tenderer will not be allowed to participate in the tender and that application will be out rightly rejected without any prejudice.
38. 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.
39. 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 the Authority, or where the operator entrusted / engaged in illegal / unlawful activity in the said location / premises.
- 40 **Refund of EMD:** The Earnest Money of all the unsuccessful Bidder will be refunded.
- 41 **Deposition of Quoted Amount:** The bidder has to quote the rate for monthly basis. But the successful bidder shall deposit for first year revenue amount along with GST and other Govt. taxes in advance as per Letter of Acceptance issued from SJDA before issue of the work order. The revenue amount for 2nd and 3rd year along with GST and other Govt. taxes to be deposited in advance with 10% increase for each year if the contract is extended, failing which the Authority will cancel the work order.

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SPECIAL TERMS AND CONDITIONS

1. Bidders must go through & sign all pages of the bid document.
2. Erasing or overwriting is not allowed. All correction are to be signed by the bidder. Incomplete bid document will be rejected. No conditional bid rates will be entertained.

- 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 bid or to reject all of them without assigning any reason.
4. No reduction or remission of bid money will be admissible for the reason whatsoever (viz. Bandh, Strike, natural calamities, public agitation, and / or suspension of traffic movements for any other reason whatsoever). No police or Security arrangements would be made by SJDA.
 5. Siliguri Jalpaiguri Development Authority reserves the right to terminate the agreement/contract/work order at any time during its pendency without assigning any reason to the successful bidder/operator whatsoever. On receipt of the order in this behalf the successful bidder/operator shall hand over vacant and peaceful possession of the site to the Siliguri Jalpaiguri Development Authority.
 6. The successful bidder/ operator shall comply with the provisions of The Apprentice Act, 1961, Minimum Wages Act. 1948. And Contract Labour (Regulation & Abolition) Act, 1970 and order 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 operator.
 7. During the lease period any damage occurred to the Govt. properties (viz:- Bridge proper, approaches, guards posts etc.) would have to repaired by the operator at his own cost and upto the satisfaction of the Siliguri Jalpaiguri Development Authority.
 8. The SJDA shall not bear any responsibility related to i) any insurance claim ii) Theft/ robbery/ loss of display point iii) any legal hazards related to accidents in operation and maintenance area.
 9. The successful bidder (as operator or lessee) will also has to sign an agreement with the Chief Executive Officer, Siliguri Jalpaiguri Development Authority (as lesser) on requisite stamp paper. The bid documents along with other Terms and Conditions shall form part of the agreement and the Successful Bidder (as operator or lessee) shall be bound himself / herself/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.

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Chief Executive Officer,
Siliguri Jalpaiguri Development Authority

Memo No -
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Date.
19/12/24

- ✓ 1. The A.E.O., SJDA, for Website uploading.
2. The Addl. Chief Engineer, SJDA
3. The Superintending Engineer, SJDA.
4. Notice Board, SJDA.
5. Notice Board, UTTARKANNYA, Fulbari.
6. Notice Board, Siliguri Mahakuma Parishad.
7. Notice Board, Jalpaiguri Zilla Parishad.
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

Instruction / 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 <https://etender.wb.nic.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 - 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 tendered DSC is given us a USB e-Token. Where an individual person holds a digital certificate in his own name duly issued to him against the company of 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 invariable upload a copy or registered power of attorney showing clear authorization in his favour, by the rest of the directors of such company or the partner 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 bidder can search & download NIB & Bid Documents electronically from computer once he / she/they 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 Digital Signature documents are to be uploaded.

The documents will be submitted as follows.

Technical proposal

The Technical proposal should contain scanned copies of the following folder

- i. Application in letter headed pad.
- ii. Credential/Experience Certificate
- iii. Earnest money Deposit (EMD) Receipt as prescribe in the NIB against the work in favour of the Chief Executive Officer, Siliguri Jalpaiguri Development Authority,
- iv. NIB (Downloaded & 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.

Sl No	Category Name	Details
A.	CERTIFICATES	1. Professional Tax (PT) deposit receipt challan for the year 2023-24 (with updated challan) 2. GST 3. Pan Card, 3. Valid Trade Licence 4. Income Tax (Sara) Acknowledgement receipt for last 03(Three) Assessment Years.
B.	Only for COMPANY / Firm 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)
C	For registered Unemployed Engineers Co-operative Societies/ Unemployed Labour Co-operatives	4. Registration certificate issued by the co-operative department, audited report audited by Co-operative department for the year 2022-23, resolution copy of Annual General Meeting for the year 2022-23 are to be submitted by the Registered labour Co-Op(S) Engineers' Co-Opt.(S)
D.	Credential Certificates	j. The prospective bidders shall have experience in similar type of work of SJDA or of other State / Central Govt. Department or statutory body, Zilla Parishad, Mahakuma Parishad, Panchayat Samiti or Municipality.

Note – Failure of submission of any of the above mentioned documents will render the tender liable to summarily rejected.

2. Bid evaluation

Opening of Technical proposal: - Technical proposal will be opened by the Chief Executive Officer, or his authorized representative electronically from the web site stated using their Digital Signature Certificate.

- i. 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.

- ii. Cover (folder) statutory documents should be opened first & if found in order, cover (folder) for non-statutory document will be opened. If there is any deficiency in the statutory documents the tender will summarily be rejected.
- iii. 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 produce within the stipulated time frame, their proposal will be liable for rejection.

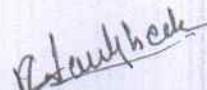
Financial**C. Final Proposal**

- 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 Singed 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 time frame 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 Bid at any time the 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