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Memo No. 1865/I/Admn/192/2013 /SJDA

Dated: 01/11/2021

NOTICE INVITING BID (E- BIDDING) No. 06/ADMN/cold storage/LCS/ 2021 – 2022 OF SJDA (3rd Call)

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

1. **Name of Work:** Operation & Maintenance of Cold Storage at Land Customs Station, Fulbari, Dist. Jalpaiguri.
2. **E- Filing:** In the event of e-Filing, intending bidder has to download the bid document from the <http://wbttenders.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 05.

INFORMATION TO BIDDERS:

1. **BASE RATE:**

The quoted amount payable to the SJDA shall not be below Rs. 2,50,000/- (Rupees Two lakh fifty thousand only) which will be the base rate, excluding Govt. Taxes as applicable.

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

2. **Mode of Selection:**

The highest bidder having adequate credential will be selected as successful bidder.

3. **Period of operation:**

1 (one) year from the date of taking over the possession, [may be extended for two yearson satisfactory completion of work and timely payment of the lease amount] with 5% increase from 2nd year onwards if contract is extended.

4. **Quoting of Rate:**

Rate is to be quoted for 1(One) year. While putting the rate, it is to be kept in mind that GST, TCS & other taxes as applicable will be added to the quoted rate amount as per Govt. rules. [Also 5% (five) increase every year upon the quoted accepted rate from the 2nd year onwards]

Rate should be quoted both in figure and words.

Quoting of Multiple Rates will be disqualified.

5. Earnest Money :

- i. Earnest money amounting to Rs 50,000/- (fifty thousand 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:
- ii. Net banking (any of the banks listed in the ICICI Bank Payment Gateway) in case of payment through ICICI Bank Payment Gateway.
- iii. RTGS/NEFT 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..

6. Schedule of tender:

Sl.No.	Particulars	Date & Time
1.	Date & Time of publishing of Bid (online)	2.11.2021 at 4.00 p.m.
2.	Bid documents download and uploading of bid start date and time (online)	2.11.2021 at 4.00 P.M.
3.	Bid proposal download & Uploading ended date & time (online)	18.11.2021 at 4.00 P.M.
4.	Bid opening date for Technical Proposal (online)	22.11.2021 at 11.00 A.M.
5.	Bid opening date for Financial Proposal (online)	Will be declared after Technical Evaluation

7. Eligibility and criteria for participation in bid:

- i. 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 (having credential of operation of Cold Storage) of SJDA or of other State/Central Govt. Deptt or statutory body, Zilla Parishad, Mahukuma Parishad, Panchayat Samiti or Municipality or any private cold storage of size not less than minimum 5000 sqft.
- ii. The following documents are to be submitted along with the Bid.
 - a. Trade License.
 - b. PTCC, PAN Card.
 - c. Income Tax return for the assessment year 2018-19, 2019-20 & 2020-21.
 - d. Registration certificates of GST.
 - e. Partnership Deed / Memorandum & Articles of association in the case of registered partnership firm / Company or relevant part of the Constitution in the case of Registered Co-operative Societies. (where applicable)
 - f. Valid Registration Certificate in the case of firm / Engineers co-operative Societies (where applicable).
- iii. The originals are to be shown at the time of opening of Tender Papers or at time asked by this office.
- iv. The Tender inviting authority may call for any other document related with the work during scrutiny or later on. The participants should furnish name, authorized address for communication, e-mail address & contact details of the bidder.
- v. Each Bidder is allowed to submit only one Bid. A Bidder who submits more than one Bid will be disqualified.

- vi. Audit report of last financial year is required to be submitted in case of unemployed Engineers Co-operative and Labour Co-operative societies.
- vii. GST, Royalty & all other statutory levy/ Cess applicable will have to be borne by the agency.
- viii. Defaulter agencies w.r.t any works awarded earlier by SJDA will not be considered for the works.
- ix. 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.
- x. 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 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.
- xi. No CONDITIONAL/ INCOMPLETE TENDER will be accepted under any circumstances.
- xii. **Normally highest bidder will be accepted & will be awarded work order 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.**
- xiii. During scrutiny, if it comes to the notice to bid inviting authority/ SJDA that the credential or any other papers found incorrect/manufactured/fabricated, that bidder/ tenderer will not be allowed to participate in the tender and that application will be out rightly rejected without any prejudice.
- xiv. Before issuance of the work order, the bid inviting authority/ SJDA 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.
- xv. 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 working location/premises.
- xvi. Interested bidders may visit the Cold Storage on any working day to see the existing / available facility.
- xvii. **Refund of EMD:** EMD of all the unsuccessful Bidder will be refunded and EMD of the successful bidder will be converted into security deposit which will be refunded after contract period on satisfactory performance.
- xviii. **Deposition of Quoted Amount:** Entire quoted and accepted amount along with all taxes as admissible as per Govt. order to be deposited in advance on selection.
- xix. The Successful bidder (as lessee) will also have 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.
- xx. SJDA shall not be responsible for any delay in postal services for submission of the bid and late submission of the bid after scheduled date and time will not be entertained.

GENERAL TERMS & CONDITIONS:

1. The Lease period shall be 1 year commencing from the date of start of operations which will be extended for another 2 years on satisfactory completion of work and timely of revenue amount.
2. Renewal will be / may be permitted according to suitability on the basis of performance efficiency of the firm/ agency.

3. All the intending bidders should offer the rate not less than the BASE RATE set by this authority, below which **no bid will be accepted** and will be treated as disqualified.
4. The rent calculation shall commence from the date of start of operations.
5. The cost of electricity consumed and other charges/ statutory dues for operation of the whole Cold Storage shall be borne by the Successful Bidder.
6. The Successful Bidder shall pay statutory dues and outgoing in relation to the Cold Storage.
7. The successful bidder shall not make any addition or alteration to the existing structure of the Cold Storage in any manner whatsoever, without written consent of the SJDA. The Successful Bidder shall make such repairs at its own cost keeping in mind that originality has to be maintained and that no aesthetic change takes place.
8. The Successful Bidder shall not use any other space except the portion earmarked therefore.
9. The authority of SJDA shall have the right of entry and inspection of the licensed property at any time and without prior notice.
10. The Successful Bidder shall not transfer or assign any of its right or interest under this License to any other party without first obtaining permission in writing thereof from the SJDA.
11. In the event of any breach of any of the terms and conditions hereof, the SJDA shall serve a notice to the Successful Bidder pointing out the breaches and it shall call upon the Successful Bidder to rectify the within such time as the LICENSOR (SJDA) deems fit and proper. Upon failure of the Successful Bidder to rectify the breaches within the time set thereof, the SJDA shall be free to cancel the agreement without any further notice and be entitled to vacant possession of the rented property without recourse to any judicial proceeding.
12. All payments will be made in Indian Currency.
13. All the time during the term of the lease period to keep and maintain the premises clean and further in good and substantial repair and the requisite expenditure has to borne by the successful bidder.
14. The cost towards maintenance, AMC charges, manpower for operation and all consumable will be borne by the successful bidder/operator/lessee/ licensee.
15. The Successful bidder shall pay all rates, taxes and impositions which are now or during the said terms be hereafter imposed or assess on the said premises by the Government, Municipal authority or any other authority.
16. Financial offer should be firm and valid for entire contract period and the offered rate should be excluding of all other cost like Operation and Maintenance, Electrical charges, Water charges, Taxes etc. All such taxes and charges will have to be paid by the successful bidder at his own cost.
17. The Successful bidder will have to deposit entire accepted amount in advance within seven days from the date of issue of letter of award, in favour of Chief Executive Officer, Siliguri Jalpaiguri Development Authority at the details of A/C No as would be supplied by the SJDA to successful bidder.
18. The successful bidder will have to pay yearly rent in advance within the 10th day of every following year with 5% increase of the accepted rate along with GST and other taxes as applicable. Any failure of payment of such yearly rent will lead the SJDA to arrange the direct deduction from the security deposit and recurring failure of payment of such rent will lead for termination of the agreement with forfeiture of entire security deposit.
19. If under any compulsion or under unavoidable circumstances either SJDA or Operator is in a position to terminate or to surrender the operation of the Cold Storage, the party which is to terminate or to surrender the operation will issue notice to the other party giving time of 03 (three) months, for peaceful handing and taking over of the Cold Storage to or from the other party.
20. In the event of any breach of any of the terms and conditions the authority shall be serving a notice on the Operator to call upon the Operator for immediate remedial measures within a period to be decided by the

Authority and upon appropriate remedial measures on the part of the Operator, the authority shall be entitled to cancel the contract agreement and shall also be entitled to take over peaceful possession of the entire Cold Storage complex without any further notice and without recourse to any judicial proceeding and the Operator shall be liable to make over forthwith possession of the Cold Storage Complex to this Authority.

21. 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 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.
22. Operator shall not make any addition and alteration to the existing structure of the complex in any manner whatsoever without the written consent of the SJDA.
23. Operator shall not act contrary to any of the terms and conditions as stated above.
24. The above terms and conditions may be altered by negotiation or otherwise at the sole discretion of this Authority.
25. The Operator shall also take necessary safety measures such as fire precautions etc. and obtain required license for the purpose from the appropriate authority.
26. The Operator shall also be responsible for any theft or missing of accessories etc. of the Cold Storage complex.
27. The Operator i.e. successful bidder shall be responsible for any accident of his staff and workers. The workers engaged shall have to follow all security and safety rules. SJDA will not compensate the contractor for such accident.
28. For any kind of damage of the existing facilities, cost rectification & compensation to SJDA should be borne by the bidder. The bidder shall responsible for smooth maintenance and shall ensure that complaint lodged by SJDA is attended and rectified immediately.
29. The successful party would have to arrange necessary manpower in required strength for the operation and maintenance of the Cold Storage.

Chief Executive Officer

Siliguri Jalpaiguri Development Authority

Memo No: 1865/1(9)/I/Admn/192/2018 SJDA

Dated: _____

Copy forwarded for information to:

- 1) The District Magistrate, Jalpaiguri.
- 2) The District Magistrate, Darjeeling.
- 3) The Additional Executive Officer, Siliguri Mahakuma Parishad.
- 4) The Additional Executive Officer, Jalpaiguri Zilla Parishad.
- 5) The Sub Divisional Officer, Siliguri.
- 6) The Sub Divisional Officer, Jalpaiguri Sadar.
- 7) The Executive Officer, Jalpaiguri Municipality.
- 8) The A.P., SJDA, for uploading in Website.
- 9) Office notice board.

Chief Executive Officer

Siliguri Jalpaiguri Development Authority

25/10/24

Sat Rini Sube
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27/11/24