



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: 3013/I/Admn/704/2021

Date: 24/09/2024

NOTICE INVITING BID (E-BIDDING) NO. 01/ADMN/ Rajbari Dighi Canteen/2024-25 OF SJDA (2nd Call)

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

- Name of Work:** Running Canteen/ Cafeteria at the premises of Rajbaridighi at Jalpaiguri for the period of 1 (one) year, which may be extended for another two years subject to satisfactory performance and timely payment of upfront money.
- Location:** Premises of Rajbari Dighi Park , Jalpaiguri.
- 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").
- 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.
- In the event of e-Filling, 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.5,000/- (Five Thousand) 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:

- 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 / 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.1,00,000/- (Rupees One Lakh) per annum. 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. 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.
- b. GST documents.
- c. Pan Card.
- d. Income Tax (Saral) 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 2022-23.
 - iii. Resolution copy of Annual General meeting for the year 2022-23.
- h. The partnership firm shall furnish the registered partnership deed.
- i. 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)	25.09.2024 at 04.00 PM
2.	Bid documents download and uploading of bid start date and time (online)	25.09.2024 at 04.00 PM
3.	Bid proposal download & uploading ended date & time (online)	22.10.2024 up to 04.00 PM
4.	Bid opening date for Technical Proposal (online)	25.10.2024 at 11:00 AM
5.	Bid opening date for Financial Proposal (online)	Will be declared after technical evaluation.

Terms and Conditions:

- (1) The selected agency/ lease shall not sublet or part with possession of the demised premises or any portion thereof in favour of anyone else.
- (2) The lease shall not use the premises for any other purpose except for running the canteen.
- (3) The lease shall not remove from the canteen / cafeteria any of the articles of fixtures & fittings provided by SJDA/ leasor.
- (4) The general maintenance of the demised premises will be carried out by the lease at his/her /their own expenses.
- (5) The lease shall arrange by themselves own Gas Cylinders connection and other required articles for running the canteen.
- (6) The lease shall have to obtain necessary license including fire safety license etc. from the competent Authority for running canteen immediately from the date of granting the license and before starting the canteen.
- (7) The lease shall keep the canteen premises inside and outside absolutely neat and clean. No plastic articles like cup, plates etc. are to be used.
- (8) The canteen will not be permitted to be used room or lodging house.
- (9) The lease shall keep the dining, kitchen, store and washing area in clean and good condition.
- (10) The selected agency should make its own arrangement for any special equipment, if required.
- (11) The selected agency will have to submit an affidavit at the time of signing the agreement indicating that all employees of the contractor are paid the minimum wage as per Minimum Wages act of the Govt. of West Bengal.
- (12) The selected agency will be solely and exclusively be responsible adhere to meet out all statutory obligation under Indian law in respect of compliance of all the rules, regulations and directions given by a statutory authority with regard to safety, labour laws or any other prevalent laws both of Central and State Enactments.
- (13) The selected agency will ensure high standard of cleanliness hygiene and sanitation in the kitchen and canteen, adequate number of dustbin will be provided by the contractor to ensure proper disposal of garbage.
- (14) There should not be any littering of unused food or any other articles within the canteen and also in the premises of the park and vicinity.
- (15) **The lease shall not keep, store, sell, deal with or allow the sale or nor shall deal with any item which is prohibited by law and which is injurious to health viz. Bidi, Cigaretters, Gutka, alcoholic beverages, liquor etc.**
- (16) The lease is to ensure that no stale food is served.

(17) Rate of all the items to be served should be displayed prominently.

(18) The lease shall be subject to the regulation of the Labour Law. No child labour is employed at a cost.

(19) Cost of electricity consumption to be borne by lease himself.

(20) The lease shall give one month's notice leasor in case he/she/they intends to vacate the demised premises.

(21) The lease will at the expiration of the period of license, peacefully and quietly hand over vacant possession of the demised premises to the leasor without raising ant dispute whatsoever.

(22) The lease shall not put up any permanent structure or make any alteration or additions to the demised premises without the prior consent in writing of the leasor.

(23) The lease will be at liberty to remove all the movable articles brought by the lease in the demised premises during the continuance of the contract, before delivering possession of the demised premises.

(24) In case of loss or damage caused to any furniture, fixtures, fittings etc. provided by the leasor the cost thereof shall be recovered from the lease and the same shall be deducted from the security deposit.

(25) If the lease commits breach of any foreside terms and conditions the lease will stand terminated forthwith and the lease shall have to hand over vacant and peaceful possession of the premises to the SJDA (Leasor) without raising any dispute whatsoever.

(26) The lease shall pay all the dues of the SJDA towards license fee and/or rent before vacating the demised premises.

(27) The expenses for drafting executing, registration charge, stamp duty etc, relating to the agreement shall be borne by the lease.

(28) 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.

(29) The Lease period shall be 1 year commencing from the date of start of operations. After expiry of the 3 (three) years period, the successful bidder or operator shall continue to renew the Agreement for further 3 (three) year periods on the same terms and conditions or the Authority may consider renewal of the contract granted on due expiry on fresh terms and conditions to be fixed mutually by the Authority.

(30) Renewal will be / may be permitted according to suitability on the basis of performance efficiency of the successful bidder by SJDA..

(31) The offered rates should be excluding of all other cost like 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.

(32) The Successful bidder shall comply with the previous 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 operator.

(33) The 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.

(34) The successful bidder will have to enter into an agreement with SJDA as per the licences deed & terms and conditions depicted in the NIT/ Tender document.

(35) All sections, permission, on objections, letters of intent, consents, licenses, clearance, approval etc, shall be obtained by the selected agency at his/her/their cost and document shall be kept effective and in force at all material time.

(36) That any delay in payment of dues on the part of the selected agency, any penalty / fine as imposed on operator, the same shall be born and payable by the operator without any contest, protest whatsoever

(37) That the selected agency 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.

(38) That the selected agency 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

- 9) / 14 / 2024. Any violation further Siliguri Jalpaiguri Development Authority shall have no liability whatever to such employee, the employees shall have any claim for payment in the Siliguri Jalpaiguri Development Authority on premature termination or on expiry of the contract period.
- (39) That the selected agency 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 fees.
- (40) Under no circumstances alcoholic drinks and other intoxicants shall be served or allowed to consume in the Canteen/Cafeteria.
- (41) The selected agency shall not any time cost or permit any nuisance in or around the Canteen/Cafeteria which shall cause unauthorised inconvenience or disturbance to the locality or any other properties he neighbourhood.
- (42) That on revocation of the contract or premature termination, the selected agency shall hand over the peaceful possession of the asset without any claim and clear outstanding amount.
- (43) 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.
- (44) If the contract is terminated because of a fundamental breach of contract by the selected agency, the Security Deposit will immediately be forfeited and deposited to the account of Siliguri Jalpaiguri Development Authority.
- (45) The selected agency shall not act contrary to any of the terms & conditions as stated above.
- (46) The above terms & conditions may be altered by negotiation or otherwise at the sole discretion of this Authority.
- (47) 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.
48. Apart from the accepted bid, the operator needs to deposit GST and other taxes as per government norms as applicable.
49. Defaulter agencies w.r.t. any work awarded earlier by SJDA will not be considered for this NIB.
50. 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 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.
51. 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.
52. Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in 'Instruction to Bidders' before bidding.
53. No CONDITIONAL/ INCOMPLETE TENDER will be accepted under any circumstances.
54. In case of Quoting rates, no multiple rates will be entertained by the SJDA.
55. Necessary GST documents as per the Government rules to be furnished by the bidder.
56. The bidder has to quote the rate for one year. Normally the highest bidder will be given the order for operation & maintenance work.
57. 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) at any time.



Chief Executive Officer,
Siliguri Jalpaiguri Development Authority

Copy forwarded to:- 3013/1(F)/SJDA

Date 24.09.24

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



23/09/24

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.

SJDA-110149 The bidder can search & download NIB & Bid Documents electronically from computer once he / she/they on to the website mentioned in Clause 2 using the Digital Signature Certificate. This is the only mode of collect 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.

1. 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.
- v. Special Terms & condition (Download & upload the same after Digitally Signed)

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 (Saral) 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	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)

9/14/2024	Societies/ SEC-SJDA		I/560889/2024
	Unemployed Labour Co-operatives		
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

- i. **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.
- 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 document 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 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

SJDA-11011(99)/14/2018-2019 The bidding 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