



भारत सरकार/Government of India

फलता विशेष आर्थिक क्षेत्र/FALTA SPECIAL ECONOMIC ZONE

वाणिज्य विभाग/Department of Commerce

वाणिज्य और उद्योग मंत्रालय/Ministry of Commerce & Industry

निज़ामपैलेस, दूसराएम.एस.ओभवन, चौथीमंजिल/Nizam Palace, 2nd MSO Building, 4th Floor
234/4 ए.जे.सी.बोसरोड, कोलकाता-700 020 / 234/4 AJC Bose Road, Kolkata-700 020
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ईमेल/Email: fsez@nic.in;वेबसाइट/Website: https://fsez.gov.in



E-TENDER NOTICE

Notice inviting Tender (NIT) for Maintenance of Falta Zone

Falta SEZ Authority invites online tender from Eligible Public Sector Undertakings of Govt. of India, having expertise in Consultancy and execution of related works for the following works:

Table-1

1	Tender No. & Date	FSEZA/R&M/E-Tender/2024/10 Dated:26/02/2024
2	Details of Works	Various Infrastructure Development Works including Maintenance works (Civil, Electrical & other allied works) in the campus of Falta Special Economic Zone as and when required basis.
3	Period of Contract	02 (Two) years from the effective date of contract.This may be extended for a further period of 01(One) Year with the discretion of FSEZ Authority at same terms condition.
4	Period during which EMD, Cost of Bid Document and other documents shall be submitted to this office.	12/03/2024,02:00PM
5	Last Date and Time of E-Submission of tender	12/03/2024 , 02:00 PM
6	Date and Time of E-opening of Technical Bid	12/03/2024, 02:30PM
7	Date and Time of E-opening of Financial Bid	To be intimated later
8	Cost of BID Document	NA
9	Earnest Money Deposit (EMD)	Rs. 5,00,000/- (Rupees Five Lakhs Only)
10	E-Tender Processing fee	Rs.4130/-(to be paid online)

Details can be viewed on our website <https://fsez.gov.in> or, www.gerpegov.com/FSEZ

Requirements for Vendors:

- P.C. connected with internet.
- Registration with Service provider portal www.gerpegov.com/FSEZ
- The vendor should possess a Class III Digital Signature certificate (Mandatory).
- (Bids will not be recorded without Digital Signature Certificate.)

● In case of any clarification please contact BECIL Ltd., before the schedule time of the Procurement.

Contact Persons:-

Help desk No.9073677150/151,152

Mr. Rishi Shankar Chatterjee:-09674758726, Ms. Saswati Majumder-09674758722

E-mail:helpdeskgerpegov@gmail.com

a) For registration, Submission procedure and method of correspondence etc., Please visit our website: www.gerpegov.com/FSEZ and click on the link Vendor Help.

b) To obtain the Class III digital signature certificate or further details please visit our website: : www.gerpegov.com/FSEZ or you may also Contact: Mr. Saswati Majumder, BD52ARabindra Pally, Kestopur, Kolkata-101, Mobile:09674758722

c) Registration/Enrollment of Bidder one-procurement Portal of FSEZ:

In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal of FSEZ with valid Digital Signature Certificate (DSC) issued from any agency authorized by CCA and which can be traced up to the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be chargeable and valid for one year. The registration should be in the name of company, whereas DSC holder may be either bidder himself or his duly authorized person.

The bidders will have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including Commercial and General Terms & Conditions and other conditions, if any, along with On-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder. No conditional bid shall be allowed/ accepted.

The bidder will have to give an undertaking online that if the information/declaration/scanned documents furnished in support of the same in respect of eligibility criteria is found to be wrong or misleading at any stage, they will be liable to be punitive action as deemed fit by FSZ Authority.

d) Help for participating in e-tender:

The detailed method for participating in the e-procurement is available in the website www.gerpegov.com/FSEZ. The bidders have to Log onto BECIL's website and then click on the specified links to start participating in the e-tendering process.

Bidders are also free to communicate with the contact person of the service provider to get all clarifications regarding the mode of the e-procurement process.

NB : (i) please note that there is no provision to take out the list of parties downloading the tender document from the above referred web site. As such, tenders are requested to see the website once again before due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigendum, if any, will be that of the downloading parties.

(ii) No separate intimation in respect of corrigendum to this NIT(if any) will be sent to tenderers who have downloaded the documents from website. Please see websites i.e. <http://fsez.gov.in/> or www.gerpegov.com/FSEZ

e) The offer should be submitted (uploaded) as per the terms and conditions and procedures laid down in the website of M/s BECIL Ltd www.gerpegov.com/FSEZ /tender document failing which the offer is liable for rejection.

Bidders should download the complete NIT including the Annexure and read carefully before filling the details and uploading the documents.

f) The bidder must upload all the documents required as per the terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.

g) It may please be noted that E-tendering or e-procurement fall under the purview of the Information

Technology Act 2000 and other relevant acts and subsequent amendments, if any.

Project/Preamble

Falta SEZ was set up in 1985 and is spread over an area of approx. 280 acres of land. It is located at Falta, South 24 parganas, near Diamond Harbour of state West Bengal.. The zone is under the administrative control of the Ministry of Commerce & Industry (Department of Commerce), Government of India. It is the only the multiproduct Special Economic Zone in the Eastern & North Eastern zone in India. It is a fully Custom Bonded Area and is surrounded by 11 feet of boundary wall with two entry/exit gates.

The development of FSEZ is vested with FSEZ Authority, a Govt. entity reporting directly to the Ministry of Commerce and Industry. The FSEZ Authority is constituted by the Government of India vide Notification dated 27-02-2009 and headed by Development Commissioner of Falta SEZ who acts as the Chairman and Chief Executive Officer of the Authority.

For operation/maintenance and smooth functioning of the Zone, FSEZ Authority Invites tender for the following job:

Scope of Work

Stage -I: Concept Finalization:

1. Preparation of concept plan
2. Preparation of Detailed Project Report (DPR)
3. Preparation of Cost Estimate.

Stage – II: Implementation:

Execution work will essentially involve the following:

1. Obtaining Administrative Approval (A.A) & Expenditure Sanction (E.S) of Preliminary/Final Design and budgeting, from Falta SEZ Authority.
2. Submission and Evaluation of DPR/Cost Estimate and according Technical sanction thereof.
3. Inviting tenders and awarding the work to Contractors/ vendors as per its approved guidelines/procedure stated in GFR 2017, the Manual for Procurement of Works , CPWD Works Manual to the extent applicable and CVC Guidelines on this time to time.
4. Bid process management.
5. Execute and supervise the various contracts awarded in the project.
6. Ensuring high standard of quality assurance while carrying out the work, as per CPWD Manual and specifications mentioned therein.
7. Ensuring timely completion of the project.
8. Ensuring complete compliance with the drawings, technical specifications and various requirements of the contract documents.
9. Ensuring correct measurement of Bill of Quantities for payment to the contractor.
10. Ensuring adherence to relevant local body norms, CPWD Specifications, National Building Code, CVC guidelines, environment and other regulatory requirements, all approvals from all authorities/ local bodies, etc.

1.0 INSTRUCTIONS TO BIDDERS (ITB)

- i) Power of Attorney (POA) for signing of Bid should be submitted along with the Bid.
- ii) An undertaking from the person having POA referred above that they agree and abide by the bid documents and amendments, if any.
- iii) The bid (Financial bid) should be submitted only in the prescribed format given with this document. No other mode of submission is accepted.
- iv) It may also be noted that bidders should submit all the requisite documents along with the tender.
- v) The PMC Agency shall be selected/ Appointed on the basis of Quality-Cum-Cost-Based Selection

(QCBS) system.

vi) **OPENING OF BIDS:**

- a) The Authority will examine and evaluate the Bids in accordance with the provisions set out.
- b) Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of this Tender Document.
- c) 'Financial Bid' of non-responsive bidders shall not be opened.

2.0 PREPARATION OF BID: -

i) The bid should be submitted in two parts namely **Part 1 (Technical Bid** along with enclosures as asked for) **&Part 2 (Financial Bid).**

The tender offer shall contain two folders in online, viz-techno-commercial and financial.

Techno-commercial folder shall contain Electronic Form: The **first part** should contain the information relating to eligibility of the applicant/bidder and non-refundable tender fee along with earnest money.

The second part should contain the bid/financial offer duly filled. **Price Bid should be submitted only through online.**

Only Bank Guarantee towards EMD needs to be submitted in ORIGINAL to the Office of the Development Commissioner, Falta SEZ, Government of India, Ministry of Commerce & Industry, Department of Commerce, 2nd M.S.O. Building, 4th Floor, Nizam Palace, Kolkata – 700020.

Bank Details of Falta SEZ Authority for BG in SFMS mode

Name of Bank: Central Bank of India

Branch Address: Industry House 10 Camac Street Kolkata 700017

SB A/c No. : 3049770608

IFSC Code: CBIN0280093

The BG needs to be kept valid 90(Ninety) days beyond the bid validity period stated in table 1.

3.0 ELIGIBILITY CRITERIA:

The Agencies who fulfill the following minimum eligibility requirements shall be eligible to apply.

i) Public Sector Undertakings set up by the Central or State Govt. to carry out Civil or Electrical works as per GFR Rule 133(3) can participate in the bid.

ii) Agencies that are debarred or blacklisted in the last five years by any Govt. Departments are not eligible to participate in the tender. A Certificate is to be submitted along with the bid by the bidders to the effect that they are not debarred or blacklisted by any Govt. Department. In case if it is found at later stage that the bidder is a blacklisted company declared by any Govt. Department then the work shall be withdrawn.

iii) Average annual financial turnover should be at least Rs. 500 crores during the last 5 consecutive financial years i.e. FY '2018-19 to FY '2022-23.

iv) The agency should have made average PAT (Profit after Tax) of Rs 30.00 Crore during last Five (5) consecutive financial years i.e. FY '2018-19 to FY '2022-23.

v) The bidder should not have incurred any loss during the last 5 consecutive financial years i.e. FY '2018-19 to FY '2022-23.

vi) The bidders should have satisfactorily completed as PMC in Construction of any RCC framed structure including Civil allied works, complete in all respects. Electrical, Water Supply Systems and Fire Fighting Systems

vii) Work Experience if any on similar kind of work

4.0 BID CONDITIONS: -

- i) The duration of the Agreement/ MoU shall be decided on mutual consent. The Bidders shall provide their services as PMC till the completion of the project.
- ii) Falta Special Economic Zone reserves to itself the authority to reject any or all of the bids received and changes the scope of the work without assigning any reason. Falta Special Economic Zone also reserves the right to itself to terminate the bidding process at any stage without assigning any reasons.
- iii) The offer shall remain open for acceptance for a period of minimum 90(ninety) days from the date of opening of bid.

5.0 DOCUMENTS COMPRISING THE TECHNICAL BID: -

The submitted tenders will be scrutinized to determine whether they are complete in all respects and meet the essential and important requirements, conditions, etc., as prescribed in the tender document. The tender which does not meet the following basic requirements, will be treated as non-responsive and it will be summarily rejected.

- Copy of Certification of Incorporation (or) company registration certificate.
- Copies of GST and PAN registration.
- Power of Attorney (POA) for signing of Bid.
- An Undertaking from the person having POA referred above that they agree and abide by the bid documents and amendments, if any.
- A Certificate that the bidder was not blacklisted in the last 5 years by any Central/ State Government/ Organization/ CPSEs.
- Experience Certificate and other relevant documents in one single work for 'Similar Works' category and credentials belonging to the existence of organization in relevant operational areas.
- Unabridged annual reports or audited financial accounts for last five financial years i.e. FY '2018-19 to FY '2022-23.
- All relevant documents and details to substantiate the technical requirements mentioned in 'Bid Evaluation Criteria.

6.0 DOCUMENTS COMPRISING THE FINANCIAL BID: -

Financial Bid form - Bidder should quote the prices in the given format in Appendix-I.

7.0 Evaluation Criteria:

Combined Quality cum Cost Based System (QCBS) as detailed in the tender. The duly constituted Tender Evaluation Committee (TEC) shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria bid shall be evaluated as under QCBS system described below. The presentation before the committee members on the prescribed date (that will be intimated in due course later) will carry 50 marks. The distribution of marks will be as follows:

Sl. No.	Description	Max Marks
1.	No. of years of existence of Organization in relevant operational area	10
	Experience > 50 years	10 Marks
	Experience > 25 years <= 50 years	05 Marks
	Experience > 21 years <= 24 years	03 Mark

2.	Experience of One single Similar work during last 10 years: >Rs. 1000 Cr. 10 Marks >Rs. 500 Cr. <= Rs. 1000 Cr. 05 Marks >Rs. 300 Cr. <= Rs. 500 Cr. 03 Mark	10
3.	Should have carried out GRIHA rated Projects in the last 05 Years At least 01 no. 4 star rated project 05 Marks At least 01 no. 3 star rated project 03 Marks	05
4.	Average Annual Financial Turnover on construction work during the last 5 consecutive years i.e. FY '2018-19 to FY '2022-23 >Rs. 500 Cr. 10 Marks >Rs. 250 Cr. <= Rs. 500 Cr. 05 Marks >Rs. 50 Cr. <= Rs. 250 Cr. 03 Mark	10
5.	Profit (Profit after Tax): Average Annual Profit in Last 05 (Five) consecutive financial years i.e. FY '2018-19 to FY '2022-23: - >Rs. 30 Cr. 10 Marks >Rs. 15 Cr. <= Rs. 30 Cr. 05 Marks >Rs. 5 Cr. <= Rs. 15 Cr. 03 Mark	10
6.	Positive Net-worth in last Financial Year i.e FY'2022-23: >Rs. 300 Cr. 05 Marks >Rs. 250 Cr. <= Rs. 300 Cr. 03 Marks >Rs. 100 Cr. <= Rs. 250 Cr. 01 Marks	05
7.	Conceptual Presentation 1. Understanding of project goals including Layout Plan. 10 Marks 2. Experience in Energy efficiency.05 Marks 3. Accreditation.05 Marks 4. Cost-saving construction methodology.05 Marks 5. Proposed timeline.05 Marks 6. Team strength. 05 Marks 7. Any outstanding achievement.10 Marks 8. Value-addition beyond the scope of work.05 Marks	50
	Total =	100

The bidders securing 70% & above marks in Technical Evaluation will qualify for Opening of Financial Bid. Technical score of Design Concept Presentation shall be “St” as under:

St = Total marks of bidder in Technical Evaluation.

8.0 Final Evaluation of Bid:

The final selection shall be based on **QCBS i.e Quality and Cost Based Selection system**. The Financial bid of those tenderers whose documents are found to be in order and who qualify in Technical Evaluation i.e. Design concept presentation will be opened on the date of the Design Concept Presentation. If the Financial Bids are not

opened on the date of Design Concept Presentation next date of opening of financial bid will be informed to the bidder. The lowest Financial Bid (**Fm**) will be given a financial score (**Sf**) of 100 points. The financial scores (**Sf**) of the other Financial Bids will be determined using the following formula: **Sf = 100 x Fm/F**; In which **Sf** is the financial score, **Fm** is the lowest Financial Bid, and **F** is the Financial Bid under consideration. Bids will finally be ranked in accordance with their combined technical (**St**) and financial (**Sf**) scores: **S = (St x Tw) + (Sf x Fw)**; where **S** is the combined score, and **Tw** and **Fw** are weights assigned to Technical Bid and Financial Bid that will be **0.80 & 0.20** respectively.

The bidder achieving the highest combined technical and financial score will be considered to be the successful Applicant and shall be awarded the work.

9.0 RESPONSIBILITY OF THE PMC

- 9.1 Assessment of site conditions, constraints, underground or infringing utility (ies) and according for the same in planning.
- 9.2 Understanding detailed requirements of Falta Special Economic Zone and preparation of tender documents, inviting and opening of tenders and award of work etc. as per the guidelines issued by Govt. of India and CVC.
- 9.3 Project Management of the work including day to day supervision during the execution.
- 9.4 Execution of the projects as per the latest guidelines, Schedule of Rate and provisions of CPWD Manual, GENERAL FINANCE RULES (GFR) and the subsequent amendments thereof.
- 9.5 To ensure that the quality of work is delivered as per the latest CPWD specifications including correction slips, BIS codes and other applicable specifications and standards within the guidelines as lay down by CVC. The routine testing in respect of materials shall be carried out in Laboratory/ Institution acceptable to Falta Special Economic Zone.
- 9.6 To strict ensure completion of the project within the time limit and conforming to specified quality.
- 9.7 The PMC shall be wholly responsible for any observations/ comments/ defects pointed out by C.T.E./ C.V.C./ C.A.G. or any such other Authority in planning, procedures of execution of this project.

The Responsibility of the PMC is not limited to the above.

A1 General Terms & Conditions of the NIT:

- (1) Only CPSUs empanelled under Ministry of Housing and Urban Affairs can apply in the Tender.
- (2) The bidder shall be required to submit Earnest Money deposit for an amount of Rs. 5 Lakhs through BG.
- (3) The Bid submitted without processing fee and earnest money shall be rejected outright without reference to the bidder.
- (4) The amount of earnest money will be refunded to the unsuccessful bidders without interest after the selection of successful bidder and in the case of successful bidder the amount to be kept as a Performance Guarantee.
- (5) The earnest money shall be forfeited if the bidder withdraws its offer during the intervening period between the date of submission and the due date of Bid or any extension thereof.
- (6) After finalization of the bid, Falta SEZ Authority shall issue a letter of Intent to the successful bidder. The successful bidder shall be required to communicate acceptance of the terms and conditions of the contract.
- (7) The successful bidder shall employ qualified and skilled personnel. He will have to intimate the list of workers to be deployed for approval at Gate.

- (8) The successful bidder shall ensure that all such personnel have valid licenses/certificates applicable under the law.
- (9) The successful bidder shall at all times during the currency of the contract ensure highest standards of safety and security of the zone. In case of any accident/damage to any equipment/people/any other infrastructure belonging to /agencies, the successful bidder shall be solely accountable to all liabilities and losses thereof to this expense.
- (10) The successful bidder shall keep FSEZ Authority indemnified throughout the period of contract for any loss, damage and expenses whatsoever which FSEZ Authority may suffer or may have to suffer due to fault on the part of the successful bidder in discharging any/other obligations as per provisions of the contract. Assessment of damages, expenses, costs etc. if any, will be borne by the bidder. In case the successful bidder damages property belonging to parties other than FSEZA, assessment of damages, expenses, cost etc. If any will be borne by the bidder.
- (11) The successful bidder shall be responsible for payment of taxes, duties, CESS, assessment or any other charges which may be levied by any statutory Authority during the currency of the contract.
- (12) The successful bidder shall at its own cost and arrangements obtain and maintain all required statutory clearances and permissions as may be required by Law for undertaking the operations under provision of the contract.
- (13) Depending upon the situation and quality/credential and other factors of the bidders it is open to the FSEZ Authority not to award the contracts to the lowest bidder only.
- (14) Persons deployed by the successful bidder shall have no claim for any employment under this office.
- (15) The FSEZ Authority will not be responsible for providing any residential accommodation/food/transport for the personnel of the bidder. If required, the same has to be arranged by the bidder.
- (16) The bidder shall submit the Organization Profile.
- (17) The bidder shall submit a list of similar contracts/Civil works undertaken for the last five years.
- (18) Decision of the FSEZ Authority is final for awarding the contract to the bidder.
- (19) The work can be terminated any time without assigning any reason.
- (20) The PMC Agency must intimate the address of his office and residence along with land line and mobile phone numbers with requisite documents.
- (21) The PMC Agency will have to ensure to make regular payment to the workers engaged by the contractors for the works. In case any complaint for non-payment of wages to the workers the authority has the sole right to withhold the bill.
- (22) The worker deployed should be disciplined in the premises and on complaint of misbehavior/misconduct, or if found not suitable by FSEZ Authority, replacement should be made immediately.
- (23) FSEZ Authority reserves right to reject all quotations.

A2 Additional terms and conditions:-

- 1) The PMC agency shall ensure that not only persons of good character and conduct but also trained and knowledgeable are employed. He should also ensure that proper verification of antecedents of the persons employed by him have been carried out before giving employment. The name of laborers and supervisor may be intimated well in advance to the Secretary, FSEZ Authority. The Contractor shall provide the self-certified copies of the permanent addresses of all workers deployed in FSEZ Authority.
- 2) The PMC ensure that Contractor shall engage sufficient number of persons/equipments to complete the contract in time.
- 3) The PMC Agency shall ensure compliance of all relevant statutory laws in force like Minimum wages Act, Industrial Dispute Act etc. The Labors and Supervisors employed by the Contractor shall be paid minimum wages prescribed by the law.

In case of failure to execute the services as per the laid down scope of work and to the entire satisfaction of the Development Commissioner, FSEZA or his/her representative, this office reserves the right to terminate the contract and get the contract executed from elsewhere at the risk and cost of

Contractor till finalization of new Contractor.

- 4) All laborers and Supervisor employed by the Contractor for subject work shall be treated as employees of the Contractor for all purposes and FSEZ Authority shall have no liability in any respect. The employee turnout should be satisfactory and daily inspection should be carried out by the Contractor.

Payment Terms

Payments will be made to the PMC Agency subject to satisfactory performance of job/work and a certificate to this effect will be issued by the Development Commissioner, FSEZA or his/her representative.

- a) The PMC shall work on "**RA bill basis**" and the bill amount as raised in the RA Bill including PMC charges shall be paid within 30 (Thirty) days from the date of submission of RA bill in complete form. The Goods & Service tax (GST) if applicable on implementation of works shall be charged to Project cost.
- b) As per Section 16 of GST Act, 2017 any supply of Goods or Services or Both to SEZ is Zero rated in the case of SEZ Developer/Unit. Since, Falta SEZ Authority is a SEZ Developer; no GST will be paid for the service rendered. The contractor/vendor/agency has to complete all the formalities with GST Authorities in this regard.

Termination Clause

The FSEZ Authority reserves the right to terminate the contract in case of failure of PMC agency to execute the work.

PENALTY Clause-For Unsatisfactory Performance during the Contract Period:

- a) Violation of Safety norms, not wearing proper safety equipments/dress by the deployed manpower @Rs.500/- per occasion.
- b) If the work will not be done/ completed as per the validity of contract/SO, penalty will be imposed Rs.1000/day deducted from the Bill.

AGREEMENT with PMC

A Memorandum of Understanding (MoU)/ Agreement based on mutually agreed terms & conditions shall be executed by/ between the PMC and FSEZ Authority after the issue of Acceptance Letter.

Employer's right to accept any bid and to reject any or all bids

The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder.

Validity of Contract:

The Contract should be initially for a period of 24 months from the effective date of contract, which may be renewed/ extended further for a period of 1(one) year at the discretion of the FSEZA on the same terms and conditions. It can, however, be terminated at any time within this period with notice. No escalation or upward revision of rate/PMC Charges is permitted during the pendency of the contract period.

A Due date & time for submission and opening of Bid:-

- a. The offline bid should be submitted at the Office of the Development Commissioner, Falta SEZ, Government of India, Ministry of Commerce & Industry, Department of Commerce, 2nd M.S.O. Building,

4thFloor, Nizam Palace, Kolkata – 700 020 not later than the date and time of submission in **Table-1** after which time and date, no bid shall be accepted.

b. The first part i.e. Eligibility, Tender fee along with Earnest Money and the Technical part of the Bids will be opened on at 02:30 PM on the date stated in **Table 1** and the second part i.e. financial bid shall be opened (date to be intimated later) at the Office of the Development Commissioner, Falta SEZ, Government of India, Ministry of Commerce & Industry, Department of Commerce, 2ndM.S.O.Building, 4th Floor,Nizam Palace,Kolkata–700020.The Bidder or his authorized representative may witness the opening if they so desire.

NOTE:-If the above day becomes a holiday/strike, then submission and opening of the earnest money and Technical part of the Bid will shift to the next working day.

B Amendment of Bid document:-

a At any time prior to the due date for submission of bid, FSEZ Authority may, for any reason, whether at its own initiative or in response to queries/clarifications raised by the bidders during pre-bid meeting or otherwise modify the bid document by the issuance of Addendum in the official Web-site of FSEZA (www.fsez.gov.in).

b In order to afford prospective bidders, a reasonable time in which to take an addendum into account, or for any other reason, FSEZA may, at its discretion, extend the submission due date through appropriate notification in the official Web-site of FSEZ Authority (www.fsez.gov.in).

C Validity of Bid:-

The Bid shall remain valid for acceptance for a period of **90(ninety) days** from the date of opening of the Bid.

D Clarification:-

(a) To assist in the process of evaluation of Bid, FSEZ Authority may, at its sole discretion, asks any bidder to provide additional documents/details, seek clarifications in writing from any bidder regarding its bid. FSEZ Authority reserves the right to reject any bid which is non-responsive.

(b) The names of the technically qualified as well as dis-qualified bidders will be made known to all the bidders before opening of the financial bid through online portal.

(c) Disqualified bidder should not be present physically during the subsequent bid process.

(d) Even if one bid is technically qualified, the financial bid thereof will be opened and accepted if in order.

(e) Even if one or two bids are technically qualified, the financial bids thereof will be opened and decided accordingly.

(f) Financial Bid of technically non-qualified bidders will be intimated without opening through e-tendering Portal.

E Event of default and Termination there of:-

(a) If the successful bidder fails to perform or discharge any of its obligation under the provisions of the contract.

(b) The representation made or documents/certificates submitted by the successful bidder during the Bid stage or during the currency of the contracts/are found to be false or misleading.

(c) The successful Bidder assigns or transfers the contract to any third party without the permission of the FSEZ Authority.

- (d) If the successful bidder through its employees or otherwise gets engaged or wrongly takes part in prohibited or unlawful activities or even fails to prevent such prohibited/unlawful activities.
- (e) If the successful bidder fails to achieve the optimum level of performance within one month from the date of commencement of contract/agreement.
- (f) In the event to occurrence of any default as above or otherwise, FSEZ Authority may proceed for terminating the contract by giving notice(termination period). The PMC Agency will be given an opportunity to defend himself both in writing and in person.
- (g) During the termination period of 1(one) month the successful bidder may be asked by FSEZ Authority to continue to discharge its obligation under the contract which are capable of being performed and mutually agreed upon.

F General Information for the Bidders:-

The bidder shall be deemed to have inspected the project area (Falta SEZ, Falta) and including the available facilities and conditions prevailing there on before quoting the rates, no cost incurred by the bidders in preparing their Bid or attending inspection of the site will be reimbursed by FSEZ Authority.

G Right to accept or reject any or all applications/bids

1. The Tender Enquiry (TE) is issued without any financial commitment. The Buyer reserves the right to amend or modify any part of the TE at any stage. Such amendments/ modifications to the TE, if any, shall be duly notified similarly as the TE.
2. The FSEZ Authority reserves the right to accept or reject any application/bid and to annul the bidding process and reject any or all of the applications/bids at any time without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons thereof. In the event the authority rejects or annuls any or all of the bids, it may, at its discretion, invite all eligible bidders to submit fresh bids.
3. In case of any dispute or difference arising with the PMC Agency during the period of Contract, the decision of the FSEZ Authority will be final and binding.
4. The Hon'ble Courts at Kolkata shall have exclusive jurisdiction with respect to any matter or dispute arising out of or in any way touching or concerning this Agreement.

Format for Bank Guarantee

To,
The Development Commissioner,
FALTA SEZ Authority
Department of commerce
Ministry of Commerce & Industry
Govt. of India
Nizam Palace, 2nd MSO Building, 4th Floor
234/4 AJC Bose Road
Kolkata-700020

FORM OF BID SECURITY- BANK GUARANTEE

RFP No - Tender No: _____

Name of Work-

Bank Guarantee No[insert guarantee reference number]
Date.....[insert date of issue of the guarantee]

WHEREAS, _____ (hereinafter called "the Applicant") will submit his Bid for " _____ " (hereinafter called "the Bid") under Tender No. _____.

KNOW ALL PEOPLE by these presents that We _____ [name of bank] of _____ [name of country] having our registered office at _____ (hereinafter called "the Bank") are bound unto **Falta SEZ Authority** in the sum of **Rs. _____/- (Rupees _____ Only)** for which payment well and truly to be made to the said Falta SEZ Authority the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

- (1) If after Bid opening the Applicant
 - (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid, ("the Bid Validity Period"); or
 - (b) does not accept the correction of the Bid price.

OR

- (2) If the Applicant having been notified of the acceptance of his bid by the Falta SEZ Authority

during the period of Bid validity:

(a) fails or refuses to execute the Contract Agreement in accordance with the terms and conditions stipulated in Bid Document.

(b) fails or refuses to furnish the Performance Security or sign the contract within the time limit specified in the Bid Document or Letter of Award (LOA).

We undertake to pay to the Falta SEZ Authority up to the above amount upon receipt of his first written demand, without the Falta SEZ Authority having to substantiate his demand, provided that in his demand the Falta SEZ Authority will note that the amount claimed by him is due to him owing to the occurrence of one or any of the four conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____ after the deadline for submission of Bids as such deadline is stated in the Bid Data Sheet or as it may be extended by the Falta SEZ Authority, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____

SIGNATURE OF THE BANK _____

SEAL _____

WITNESS _____

[signature, name, and address]

Financial Bid

From:

To,

Sub: Providing Project Management Consultancy (PMC) Services for“Various Infrastructure Development Works including Maintenance work(Civil, Electrical & other allied works) in the campus of Falta Special Economic Zone as and when requirement basis”.

Dear Sir,

In response to bid document for the above work, we hereby quote our PMC Charges (Fee) in percentage (%) toward Project Management, Supervision, Services including planning, designing, Estimation, DPR and Execution as per the scope defined in the tender documents asunder:

Particulars	In Percentage (%)
PMC Charges as a fixed percentage (Excluding GST)	TO BE QUOTED online only

(Signature, name and Designation of authorized person
with complete address of Consultancy Agency/ Organization)

(Please affix seal)