



भारतसरकार/ Government of India
फलताविशेषआर्थिकक्षेत्र / FALTA SPECIAL ECONOMIC ZONE
वाणिज्यविभाग/ Department of Commerce

वाणिज्यऔरउद्योगमंत्रालय/ Ministry of Commerce & Industry

निजामपैलेस, दूसराएमएसओभवन, चौथीमंजिल/Nizam Palace, 2nd MSO Building, 4th Floor



234

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E-TENDER NOTICE

Notice inviting Tender (NIT) for Maintenance of Falta Zone

Falta SEZ Authority invites online tender from approved and eligible bidders for the following works:

Table-1 p

Sl No	Tender No. & Date	FSEZA/R&M/E-Tender/2024/37 Dated:01/11/2024		
1	Details of Works	Location	Work No	Work Description
		Falta SEZ	1	Fixing of Concertina Coil on top of Boundary Wall at Falta SEZ, West Bengal as per Running Meter
2	Period of Contract	2 Years from the effective date of contract. This may be renewed/ extended by another 1.5 Year at the discretion of the FSEZA on the same terms and conditions		
3	Period during which EMD, Cost of Bid Document and other documents shall be Submitted to this office.	15/11/2024 02:00PM		
4	Last Date and Time of E-Submission of tender	15/11/2024 02:00 PM		
5	Date and Time of E-opening of Technical Bid	15/11/2024 02:30PM		
6	Date and Time of E-opening of Financial Bid	To be intimated later		
7	Estimated cost of Tender (Approx.)	Approximate Amount Rs.10,0,000.00 (Ten Lakh Only)		
8	Cost of BID Document	NA		
9	Earnest Money Deposit (EMD)	Work No	Location	EMD Amount in INR
		01	Falta SEZ	EMD Amount is 3% of estimated cost. (RoundedUp to Rs.10/-)
10	E-Tender Processing fee	Rs.590/- (to be paid online)		

Details can be viewed on our website <http://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 CEL Ltd., before the schedule time of the-Procurement.

Contact Persons:-

Help desk No.9073677150/151,152

Mr. Abhay kr singh:-9708966660/09674758726, Ms. Saswati Majumder-
09674758722E-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 up to one year. The registration should be in the name of the company, whereas DSC holder maybe 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 under taking 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 CEL'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 down loaded 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 CEL Ltd www.gerpegov.com/FSEZ/ tender document failing which the offer is liable for ejection.

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. 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' 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

Table-2

Work No	Description of Work / Job	Quantity
01	Fixing of Concertina Coil on top of Boundary Wall at Falta SEZ, West Bengal as per Running Meter	As per Price Bid attached

A1 General Terms & Conditions of the NIT:

- (1) Register vender can apply the tender.
- (2) The bidder shall be required to submit Earnest Money deposit for an amount of 3% of estimated cost. (Rounded up to Rs.10/-) online in favor of **Falta SEZ Authority, Kolkata.**
- (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 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 FSEZA indemnified throughout the period of contract for any loss, damage and expenses whatsoever which FSEZA 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 FSEZ Authority, assessment of damages,

expenses, cost etc. If any will be borne by the bidder.

- (11) The successful bidder shall not assign the contract or any part of the contract to any other agency without approval of FSEZ Authority.
- (12) 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.
- (13) 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.
- (14) 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.
- (15) Persons deployed by the successful bidder shall have no claim for any employment under this office.
- (16) 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.
- (17) The bidder shall submit the Organization Profile.
- (18) The bidder shall submit a list of similar contracts/Civil works undertaken for the last five years.
- (19) Decision of awarding the contract to the lowest bidder is the FSEZ Authority is final.
- (20) The work can be terminated any time without assigning any reason.
- (21) The contractor must intimate the address of his office and residence along with land line and mobile phone numbers.
- (22) The contractor will have to make regular payment to the workers engaged for the works. In case any complaint for non-payment of wages to the workers the authority has the sole rights to withhold the bill of the contractor.
- (23) For any accident/miss-happening at site with the workers' engaged for the work will be the liability of the contractor.
- (24) 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.
- (25) The agency will not sublet work without prior permission.
- (26) FSEZ Authority reserves right to reject all quotations.
- (27) **Successful bidder will be select by adding all the quoted amount of work s in items. The lowest bidder may be awarded the work.**
- (28) The Bidders has to visit the site in Falta on 07-11-2024 from 10.00 am 5.00 pm and also attend pre-bid meeting at Nizam palace office on 11-11-2024, 12:30 PM.

A2 Additional terms and conditions: -

- 1) The Contractor should provide all equipment's as required for said work.
- 2) The Contractor 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.
- 3) The Contractor shall engage sufficient number of persons/equipment's to complete the contract in time.
- 4) The Contractor 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.

- 5) All laborers and Supervisor employed by the contractor for subject work and accumulated excess soil at FSEZ Authority shall be treated as employees of the contractor for all purposes and the Secretary; 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 contractor 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.

Termination Clause

The FSEZ Authority reserves the right to terminate the contract without assigning any notice thereof and get the job/work executed from elsewhere at the risk and cost of contractor till finalization of new contract.

PENALTIE Clause-For Unsatisfactory Performance during the Contract Period:

- a) Violation of Safety norms, not wearing proper safety equipment's/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.

Validity of Contract:

The Contract should be initially for a period of 1 month from the effective date of contract, which may be renewed/ extended by another 15 days 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 is permitted during the pendency of the contract period.

Warranty:

The Vendor/Contractor is requiring, without charge, repair or rectify defective goods/services or to replace such goods/services with similar goods free from defect.

A Eligibility Criteria (Technical Part):-

Table-3

Sl. No	Eligibility Criteria Document in support of EC	Document in support of EC
1	Experience of having successfully completed similar nature of work either of the following in the last five years. a) Three similar completed works costing not less than the amount equal to 40% of the estimated cost. or b) Two similar completed works costing not less than the amount equal to 50% of the estimated cost. or c) One similar completed work costing not less than the amount equal to 80% of the estimated cost.	Copies of Work order, Completion certificate issued by Govt./Semi Govt./Public Sector Undertaking. And worked in any unit of Falta Zone.
2	Income Tax clearance certificate / Proof of filling IT return for last 3 finance year with Permanent Account No.	Copy of Income tax clearance certificate or Proof of filing IT return for FY-21-22, FY-22-23& FY-23-24
3	Valid Trade License	Copy of Trade License from competent authority
4	Professional Tax Registration.	Copy of professional Tax Registration along with current year challan.
5	EMD will be 3 percent of estimated value.	Scanned copy of EMD or documents in favor of exemption of EMD to be uploaded.
6	Valid GST Registration details or copy of application thereof. If exempted, Necessary documents in support of exemption.	Copy of the same
7	PAN Card	Copy of PAN card
8	If the bidder is a Partnership firm, duly attested Partnership deed and in case of Company certified copy of the Certificate of Incorporation Memorandum and Article of Association	Copy of same
9	The bidder shall submit an undertaking that the financial bid does not contain any condition(s).& also not black listed by any organization	Undertaking in Firm/Company Letter pad
10	Tender fee	NIL
11	Required Current Solvency Certificate (i.e. the solvency certificate) shall be a sum of at least 40% of the estimated cost of work ,If estimated work exceeds Rs.5Lakhs(five lakhs)	Solvency certificated from scheduled Bank
12	Site visited is compulsory. Attended or Not. If yes, proof to be uploaded	Proof to be uploaded
13	Pre-bid meeting is compulsory. Attended or Not. If yes, proof to be uploaded	Proof to be uploaded

B. Bidding process

The tender offer shall contain two e-envelopes viz-techno-commercial and financial envelope which will contain one set of the following documents.

- i) *Techno-commercial e-envelope 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 bidder should also enclose copies of-
 - (a) Valid GST Registration details or copy of application thereof. If exempted, necessary documents in support of exemption.
 - (b) Trade license or any other appropriate permission to carry on Trade/Business.
 - (c) If the bidder is a Partnership firm, duly attested Partnership deed and in case of Company certified copy of the Certificate of Incorporation Memorandum and Article of Association.
 - (d) Evidence of having handled similar assignments of Civil works in any other establishments since last five years either in its own name or a Group company.
 - (e) The bidder shall submit an undertaking that the financial bid does not contain any condition(s).
 - (f) The bidder shall submit the Organization Profile.
 - (g) The bidder shall submit the Earnest Money Deposit.
 - (h) Required Current Solvency Certificate (i.e. the solvency certificate) shall be a sum of at least 40% of the estimated cost of work. If estimated work exceeds Rs.5 Lakhs (five lakhs)
 - (i) The bidder shall submit an undertaking that he/his firm has not black listed by any organization.
- ii) *Financial envelope shall contain:* Electronic Form- The second part should contain the bid/financial offer duly filled. Price Bid should be submitted only through online

The completed application/bid containing all the information requested in the NIT shall be submitted offline on or before as stated in **Table 1** 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.

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, 4th Floor, 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, 2nd M.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.

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).

D 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.

E 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 present before opening of the financial bid.
- (c) Disqualified bidder should not be present 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) **In the event of Tie, there will be e-reverse/forward Auction. The details are mentioned in (J)**
- (g) Financial Bid of technically non-qualified bidders will be returned without opening.

F Signing of Agreement:-

The successful Bidder will enter into an agreement/contract with FSEZ Authority on a prescribed non-judicial stamp paper immediately upon issue of the LOI. The performer for agreement will be furnished by FSEZ Authority after issuance of LOI.

G 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 even to occurrence of any default as above or otherwise, FSEZ Authority may proceed for terminating the contract by giving notice (termination period). The Contractor 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.

H General Information for the Bidders: -

The bidder shall be deemed to have inspected the project area 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.

I 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 contractor 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.

J. Some Bidding related Information for this Tender in respect of e-Reverse Auction

E-Reverse Auction would be conducted Item wise / Package wise/work wise, as the case may be, subsequently after the opening of the Financial-Part.

The following would be parameters for e-Reverse Auction:

SL	Parameter	Value
1	Date and Time of Reverse-Auction Bidding Event	Will be intimated to Technically Responsive bidders after the opening of Financial-part.
2	Duration of Reverse-Auction Bidding Event	Two Hours
3	Automatic extension of the 'Reverse-Auction Closing Time', if last bid received is within a 'Pre-defined Time-Duration' before the 'Reverse-Auction Closing Time'	Yes
3.1	Pre-defined Time-Duration	5 Minutes
3.2	Automatic extension Time-Duration	10 Minutes
3.3	Maximum number of Auto-Extension	6 Automatic Extensions
4	Criteria of Bid-Acceptance	'Beat on Starting Price', as well as, 'Beat on Rank-1 Bid Value'
5	Entity – Start-Price	L1 of Net Unit cost to FSEZ Authority.
6	Minimum Bid-Decrement	Will be intimated later on
7	Display of 'Pseudo Identity' of Bidders during bidding	All Bidders, as well as, FSEZ's officers.
8	Display of Bidder's own current Rank	Yes

Prasanta Kumar Panda
(Secretary, Falta SEZ Authority)

Copy to:

1. Notice board (Nizam Palace)
2. M/s CEL limited.
3. Notice board DC office Falta
4. FSEZ Website

(PRICEBID FORMAT)
Online filling only

Work No. (01)

Name of Work: Fixing of Concertina Coil on top of Boundary Wall at Falta SEZ, West Bengal as per Running Meter

Area/ Location (a)	ItemSl. No. (b)	Description of works (c)	Quantity (d)	Unit (e)	Rate /Unit INR (f)	Total Amount in INR (g)	Remarks (i)
Tomato Bagan, Sec-II		Supplying fitting and fixing 600 mm (+30 mm) diametre R.B.T (Reinforced Barbed Tape) Concertina fencing on wall top using concertina coils stretched to approx.6 meters length at site clipped with two nos. of horizontal R.B.T strands which will be tensioned and fixed with the vertical M.S angle iron posts by means of security fasteners (such as 'C' clips, R.B.T clips etc.)	1.00	RmT			
		Supply, fitting galvanised 3 ply 12 gauge /4 point line of barbed wire in fencing (holes already made in the body of the post) or fixed by staples tightening and fixing the wires in taut condition with straining bolts including the wire as necessary but excluding the cost of galvanised staples, straining bolts and binding wires as per instruction of EIC.					
		Supply & Fixing of Pre Cast Concrete (Grade- M- 20)pole including cutting of hole and plaster etc as per Engineer -in Charge's direction. Pole size(1 x 0.125 x 0.125) - as on require basis	1.00	Nos			
		GROSS TOTAL					

Rate quoted will be without GST.

No Extra payment will be entertained at the time of execution of work.

Note:-

1. Taxes if any (Inclusive/Exclusive) should be specified categorically against the Remark field of price bid or in the attachment electronically.
2. The short listed vendors quoting the lowest Gross Total in Column (g) as per price bid for total of all the works will be treated **as L-I.**