



West Bengal
Industrial Development
Corporation

Invitation for Expression of Interest is invited for Engagement of Consultant/Consulting firm for vetting and scrutiny of drawings and documents concerned with Building plan sanction, Plinth level verification and generation of occupancy report as per West Bengal Municipal (Building) Rules, 2007 through OBPAS ('e-Grihanaksha') portal under planning Division of WBIDC.

TENDER REFERENCE NO.WBIDC/Building Plan/ 2023-24/1/3rd call

**TENDER
DOCUMENT**

January-2023

WESTBENGAL INDUSTRIAL DEVELOPMENT CORPORATION LIMITED

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SECTION-1

LIST OF IMPORTANT DATES

PRESS NOTICE

NOTICE INVITING e-TENDER (NIT)

Tender Reference No: WBIDCL/Building Plan/ 2023-24/1/3rd call

List of Important Dates of Bids.

Name of work:- Expression of Interest is invited for Engagement of Consultant/ Consulting firm for vetting and scrutiny of drawings and documents including all documents together with generation of reports on behalf of WBIDC followed by Auto-Scrutiny Engine, integrated with the system of OBPAS ('e-Grihanaksha'), Department of urban Development & Municipal Affairs, Govt. of West Bengal for Building plan sanction, e-intimation for commencement of construction, Plinth level completion and Issuance of Occupancy Certificate as per West Bengal Municipal (Building) Rules, 2007 with its latest addendum & corrigendum under WBIDC.

Date and Time Schedule:

Sl. No.	Particulars	Date & Time
1	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	20.01.2023 at 11.00 hrs
2	Documents download/sell start date (Online)	20.01.2023 at 11.30Hrs
3	Pre-bid Meeting	31.01.2023 at 15:00 Hrs
4	Bid submission start date (On line)	02.02.2023 at 15:00 Hrs
5	Bid Submission closing (On line)	10.02.2023 at 15:00 Hrs
6	Bid opening date for Technical Proposals (Online) at WBIDCL	13.02.2023 at 15:30 Hrs
7	Date of uploading list for Technically Qualified Bidder(online)	To be notified later
8	Date for opening of Financial Proposal (Online)	To be notified later
9	Overall completion period for work	3(Three) years (For each application, completion period to be followed as per Govt. guideline, flowchart)
10	Last date of Bid validity	120 (One Twenty) Days from the last date of bid submission

Press Notice

Tender Reference No: WBIDCL/Building Plan/ 2023-24/1/3rd call

The Managing Director, West Bengal Industrial Development Corporation Limited (WBIDCL) invites e-tender from renowned and eligible consultancy house for undertaking online Building Plan Sanction and other related services. Details are available in e-tender portal (www.wbtenders.gov.in) and WBIDC's website.

NOTICE INVITING e-TENDER

Sealed item rate e-tenders are invited on behalf of WBIDC by

Managing Director, WBIDC

PROTITI, 23, Abanindranath Tagore Sarani

Kolkata- 700017.

For the following work:

1.	Name of work	Expression of Interest is invited for Engagement of Consultant/ Consulting firm for vetting and scrutiny of drawings and documents including all documents together with generation of reports on behalf of WBIDC followed by Auto-Scrutiny Engine, integrated with the system of OBPAS ('e-Grihanaksha'), Department of urban Development & Municipal Affairs, Govt. of West Bengal for Building plan sanction, e-intimation for commencement of construction, Plinth level completion and Issuance of Occupancy Certificate as per West Bengal Municipal (Building) Rules, 2007 with its latest addendum & corrigendum under WBIDC.
2.	Earnest Money/ Security Deposit	Rs. 2,00,000.00 (two Lakh) through ONLINE mode only
4.	Contract Period	Three years from the date of issuing work order.
5.	Qualification criteria	<p>The bidder must be a reputed and reliable design and consultant firm/ company having the following credentials:</p> <p>a) Intending organizations should have minimum 5 years of experience towards rendering consultancy service of civil engineering oriented job involving all allied electrical, mechanical and plumbing (MEP) works by engaging qualified engineers of respective engineering field.</p> <p>b) Bidder should have done at least one similar(in the tune of name of the work) type of job during last five years in Central Government, State Government or any public undertaking, autonomous body, parastatal body, whatever name called under the Central or the State Government.</p> <p>c) Bidder should not be black listed with any Govt./Semi Govt. /Statutory bodies/Parastatal bodies /Organizations/ whatever name called under the Central or the State Government.</p> <p>d) The bidder shall have a minimum average yearly turnover of at least Rs. thirty lakh for the last three financial years.</p> <p>e) The bidder should be a profit making organization consistently for the last three financial years.</p> <p>f) The bidder must have an organizational set up consisting of qualified Civil, structural engineers, geotechnical engineer and architect (with valid registration certificate from council of Architect) and other technically qualified personnel for necessary implementation of job.</p>
6.		<p>g) The bidder must have qualified engineers having certificate of empanelment of LBS-I.</p> <p>Discretion of authority for technical & financial evaluation of bid documents is final and the same shall be abided by the prospective bidders.</p>

7.	Availability of Tender Documents	Tender documents will be available w.e.f. 20.01.2023 at 11.30 hrs from the e- procurement portal www.wbtenders.gov.in
8.	Site Visit	Bidders will visit the site as and when required for the work.
9.	Submission of tender	Bidding documents, digitally signed by authorized person of the bidder, must be uploaded on line from 02.02.2023 at 15.00 hrs. and must be uploaded on or before 10.02.2023 at 15-00 Hrs.(as per server clock).
10.	Procedure for submission of tender	Bidders are requested to submit their tenders through e-procurement Portal https://wbtenders.gov.in/nicgep/app If required, the bidders may be requested to submit the hard / original copy of the technical bid at the time of verification of the documents.
11.	Date, time and venue of opening of Technical Bid	31.01.2023 at Time: 15.00 hours (as per server clock). Place: WBIDCL Office at 23, Abanindranath Tagore <i>Sarani</i> (Camac Street), Kolkata-700017.
12.	Date of Opening of Financial Bid	To be notified later.
13.	Validity of the bid	One Twenty (120) days from the date of submission of tender.
14.	Taxation	Taxes applicable if any in respect of this contract whether in vogue or may be imposed in future shall be payable by the Consultant and WBIDCL will not entertain any claim what server in this respect. However any benefit due to reduction of taxes etc. shall be passed onto WBIDCL.

NOTE: Other details can be seen in the bidding document.

WBIDC reserves to itself the right to reject any or all the tenders received without assigning any reason thereof.

SECTION2

Instructions to Bidders

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Section 2

Instructions to Bidders (ITB)

A. General

1. Scope of Bid

1.1 The Employer –“Managing Director, West Bengal Industrial Development Corporation Limited” invites for Expression of Interest is invited for Engagement of Consultant/ Consulting firm for vetting and scrutiny of drawings and documents including all documents together with generation of reports on behalf of WBIDC followed by Auto-Scrutiny Engine, integrated with the system of OBPAS (‘e-Grihanaksha’), Department of urban Development & Municipal Affairs, Govt. of West Bengal for Building plan sanction, e-intimation for commencement of construction, Plinth level completion and Issuance of Occupancy Certificate as per West Bengal Municipal (Building) Rules, 2007 with its latest addendum & corrigendum under WBIDC.

1.2 The successful Bidder will be expected to complete the Works time to time followed by the WBIDCL/govt guide line/ criteria in this field and also as per approved flow chart.

1.3 Throughout these documents, the items “bid” and “tender “and their derivatives (bidder/ tenderer, bid/ tender, bidding / tendering, etc.) are synonymous.

1.4 The item ENGINEER/s will mean the authorized representative(s) from the Planning Division of WBIDC who will coordinate and overall look after over the job before sanctioning of the Building Plan Drawing, e-intimation for commencement of construction, Plinth Level Completion and Issuance of Occupancy Certificate, duly submitted by the entrusted consultancy house for the stated job on behalf of the corporation/WBIDC.

1.5 The Consultant will also have to check all the documents submitted / uploaded by different entrepreneur as stipulated in the manual / WBIDC guideline.

2. Source of Funds

The Employer has decided to undertake the work envisaged in the contract and has provided funds for the same.

3. Eligible Bidders

3.1 This Invitation for Bids is open to all eligible and renowned bidders who have previous experiences of successfully completing similar nature of in Central Government,

State Government or any public undertaking, autonomous body, parastatal body, whatever name called under the Central or the State Government.

- 3.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, the State Government or any public undertaking, autonomous body, parastatal body, authority whatever name called under the Central or the State Government.

4. Qualification of the Bidder

4.1 All bidders shall upload all the information as requested in Section -3, Qualification Information along with the Technical Part and Form of Bid (Format given in Section - 8) along with the financial part of the Bid Document

4.2 All bidders shall include the following information and documents with their bid in Section-3, Qualification Information:

- (a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
- (b) Total monetary value of similar works performed for each of the last five years;
- (c) Experience in works of a similar nature or so and size for each in the last five years and details of works certified by director of the company or the authorized officers.
- (d) Details of the technical personnel proposed to be employed for the Contract
- (e) Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;
- (f) Information regarding any litigation or arbitration during the last five years in which the bidder is involved, the parties concerned, the disputed amount, and the matter;

4.3 Bids from joint venture are not allowed.

4.4 A To qualify for award of the Contract, each bidder should have complied as follows:

- i) The bidder shall have a minimum average yearly turnover of at least Rs. Thirty lakh (in civil engineering design, drawing and consultancy with allied works only) for the last three financial years.
- ii) As mentioned in qualification criteria of the bidder in N.I.T

4.4 B (a) each bidder must produce the following:-

- (i) The current income- tax clearance certificate;
- (ii) An affidavit that the information furnished with the bid documents is correct in all respects; and
- (iii) Professional Tax clearance Certificate /Sale Tax Clearance Certificate
- (iv) PAN
- (v) G.S.T registration certificate, if applicable.
- (vi) Aadhar Card.

(b) Each bidder must demonstrate:

- i) Availability of technical personnel attached with your company for the stated work.
- ii) Documentary Evidence in Support of the above work, like completion certificate, Payment Certificate, towards successful completion of work from the appropriate authority should be submitted.

4.5 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- (i) Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and /or
- (ii) Record of poor performance such as, abandoning the works, not properly completes the contract, inordinate delays incompleteness, litigation history, or financial failures etc.

5 One Bid per Bidder

5.1 Each Bidder shall submit only one Bid for the work. A Bidder who submits more than one Bid will cause the proposals with the Bidder's participation to be disqualified.

6 Cost of Bidding process.

6.1 The Bidder shall bear all the costs associated with the preparation and submission of his Bid, and the employer will, in no case, be responsible or liable for those costs.

7 Site Visit

7.1 The Bidder on behalf of WBIDC, at his own cost, responsibility and risk, is encouraged to visit at site, examine and generation of report for sanction of building plan (if required), declaration of plinth level verification and

completion of works in all respect before issuance of plinth level verification & occupancy certificate by the department, as the case may be. The whole process will be done based on sanctioned drawing /s, submitted online by the concern entrepreneur at the initial stage, for the respective I.P and duly vetted / scrutiny by the bidder on submission of Building Plan and its allied structural drawings including infrastructural work as per the West Bengal Municipal (Building) Rules, 2007 together with National Building Code and relevant I.S code, as applicable for various projects under WBIDCL.

7.2 For any clarifications relating to this Tender Document the bidder may contact the person (s) whose contact details are given below

Mr. DEBASHIS SARKAR

WBIDC

Phone No. 91-33-2255-3887(O)

E-mail:- debashis.sarkar@wbidc.com

Mr. Chandrasekhar Chatterjee

WBIDC

Phone no.033-2255-3742 (O)

Email:chandrasekhar.chatterjee@wbidc.com

8. Containing Bidding Documents

- 8.1 The tenders are to be submitted through online to the website stated in two folders at a time, one is Technical Proposal & the other is Financial Proposal before the prescribe date and time using the Digital Signature (DSC). The documents are to be uploaded virus scanned copy duly digitally signed. The documents will get encrypted.

8.2 PRE QUALIFICATION PROPOSAL

Technical Proposal:

a. Statutory Cover containing the following digitally signed documents:

- 1 .NIT
2. Scan Copy of Application Fee
3. Qualification Information: Annexure 1,2,3 & Declaration

b. Non Statutory cover containing the following digitally signed documents:

Sl. No.	Category Name	Sub category Description	Details
1.	Certificate	Certificate	<p>As per Clause 4.4B(a)</p> <p>i)The current income-tax clearance certificate;</p> <p>(ii)An affidavit that the information furnished with the bid documents is correct in all respects; and</p> <p>(iii)Professional Tax clearance Certificate /Sale Tax Clearance Certificate</p> <p>(iv) PAN & GST registration certificate(if applicable).</p> <p>(v) Annual report of the preceding three years.</p> <p>(vi) Audited balance sheet and Profit and Loss Account for the preceding three years (audited and unaudited as applicable)</p> <p>vii)Aadhar Card</p>
2.	Company Details	Company Details	<p>1) Name of the Organization</p> <p>2) Address</p> <p>3) Year of Establishment</p> <p>4) Status of the firm & company profile. (Whether Company/Firm/Proprietary)</p> <p>5) Name of Directors/ Partners/Proprietor.</p> <p>6) Whether registered with the Registrar of Companies/Registrar of Firms. If so, mention number and date.</p> <p>7) Document of empanelment with other Govt. /Semi Govt. / Statutory Agency, if so, furnish details.</p>

3.	Credentials	Credential	As mentioned in qualification criteria of the bidder in N.I.T. CV s of each team member to be deputed in the project communication details.
4.	Financial Information	Profit/ loss & Balance Sheet 2016-2017 Profit/Loss & Balance Sheet 2017-2018 Profit/Loss& Balance Sheet 2018-2019	a)A minimum average yearly turnover of at least Rs.30 Lakh (in all cases of design, drawing, consultancy in civil engineering and allied works only) b)All balance Sheet
5.	Declaration	Declaration1	Addenda issued in accordance with Clause10 of IT Band /or Minutes of Pre-Bid Meeting Other important documents

Financial Proposal:

The Financial Proposal contains the following documents: (i) BOQ
[Note: In case any discrepancy, the amount which is quoted in BOQ will be considered.]

N.B.: Submission of Statutory and Non Statutory covers are compulsory for acceptance of the bid.

8.3 The bidder is expected to examine carefully all instructions, conditions of contract, forms, terms and specifications, forms and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. Pursuant to clause 25 hereof, bids, which are not substantially responsive to the requirement so the Bid Documents, shall be rejected. Bidder will be rejected if the consultant/consultant firm is already empanelled of WBIDC for online building plan sanction and other related services for avoiding any Conflict of Interest thereof.

9. Clarification of Bidding Documents and Pre-bid Meeting

9.1 A prospective Bidder requiring any clarification of the bidding documents may raise the query /queries at the Pre-bid Meeting. Copies of the Employer's response will be uploaded to the website, including a description of the inquiry, but without identifying its source.

9.2.1 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

9.2.2 The bidder is requested to submit any question in writing or by mail so as to reach the Employer not later than 48 hours before the meeting.

9.2.3 Minutes of the meeting, including the text of the questions raised (without identifying the source of the enquiry) and the responses given will be uploaded in the official website of WBIDCL. Any modifications of the bidding documents listed in Clause 8.1 of ITB, which may be commenced as necessary result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 10 of ITB and not through the minutes of the pre-bid meeting.

9.2.4 Non-attendance at the pre-bid meeting will not be cause for disqualification of a bidder

10. Amendment of Bidding Documents

10.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by uploading the addenda in the website.

10.2 Any addendum thus uploaded shall be part of the bidding documents

11. Language of Bid

11.1 All documents relating to the Bid shall be in English

12. Documents Comprising the Bid

12.1 The following documents, which are to be digitally signed on every page by the bidder and submitted with the technical bid, will be deemed to be part of the bid.

Section Particulars

1 Notice inviting Tender

2 Instruction to the bidders

3. Qualification Information (Conditions of Contract)

13. Bid Prices

13.1 The Contract shall be for the whole Works i.e as per scope of work.

13.2 The Bidder shall adopt the Cost Based Selection Procedure (CBS).

13.3 The quoted rates shall however remain firm for the total duration of contract i.e. for three years and it may be extended up to five years based on performance, w.e.f date of work order. Contract may be terminated before the expiry of the contract, which is under the sole discretion of the Managing Director. .

13.4 Payment will be made only after full and final satisfied completion of the work in different stages as mentioned in BOQ.

13.5 The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment.

13.6 In case of any dispute with regard to interpretation of any section as contained in this EOI or as may arise by and Between the contracting parties the same shall be referred to Managing Director, WBIDCL, whose decision shall be Final and binding on all the parties.

13.7 Bid price will be excluding of GST. GST will be considered as applicable.

14. Currencies of Bid

14.1 The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.

15. Bid validity

15.1 Bids shall remain valid for a period 120 (One Twenty) days after the dead line date for bid submission specified in Clause 20 of ITB. A bid valid for a shorter period shall be rejected by the Employer as non- responsive.

15.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders 'responses shall be made in writing or by cable. A bidder agreeing to the request will

not be required or permitted to modify his bid, but will be required to extend the validity of the Bank Guarantee/DD for a period of extension

16. Application Money: - Nil

17. Alternative Proposals by Bidders

18. Format and Signing of Bid

18.1 The Bidder shall submit online one set of the bid comprising of the documents as described in Clause 12 of ITB.

18.2 The Bid shall be digitally signed by a person or persons duly authorized to sign on behalf of the Bidder.

D. Submission of Bids

19. Submission of Bids

19.1 The Bidder shall upload his bid on or before the last date of submission of bid within the stipulated time.

20. Deadline for Submission of Bids: The last date of uploading of Bids on 10.02.23 at 15.00hrs, (as per server clock)

21. Late Bids: Bids after the last date of submission cannot be uploaded.

E. Bid Opening and Evaluation

22. Bid Opening

22.1 The Employer will online open the bids received at the time, date and place as specified .In the event of the specified date for the opening of bids being declare as holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.

22.2 Evaluation of the technical bids shall be taken up and completed and a list will be drawn up of the responsive bids whose financial bids are eligible for consideration.

22.4. The date of Financial Bid Opening will be notified to the technically qualified bidders at a later date. In the event of the specified date being declared a

holiday for the Employer, the bids will be opened at the appointed time and location on the next working day.

- 22.5 The L1 Bidder will be considered only based on the summation of the quoted rate against each item of the works. No individual lowest rate will be considered as L1 against the corresponding scope of work.

23. Process to be Confidential

- 23.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any attempt by a Bidder to influence the Employer's processing of bids onward decisions may result in the rejection of his Bid.

24. Clarification of Bids and Contacting the Employer

- 24.1 No Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded.
- 24.2 Any attempt by the bidder to influence the Employer's bid evaluation, bid comparison or contract award decision may result in the rejection of his bid.

25. Correction of Errors

- 25.1 Bids which are determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- a) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern.
- 25.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected.

26. Evaluation and Comparison of Bids

- 26.1 In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price by making correction, if any, for errors pursuant to Clause 25 of ITB.

F. Award of Contract

27. Employer's Right to accept any Bid and to reject any or all Bids

27.1 The Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.

28. Notification of Award and Signing of Agreement.

28.1 The bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity

28.2. The notification of award will constitute the formation of the Contract, subject only to the furnish in performance security in accordance with the provisions of Clause 29

28.3. The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and the successful Bidder after the performance security is furnished.

28.4 Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

29. Performance Security / Security Deposit/ Earnest Money

29.1 An EMD amount of Rs.2,00,000.00(two lakh) will be kept as Performance guarantee/security deposit, which will be released after six months from the date of expiry of the work contract successfully for successful bidder and refund of Rs.2,00,000 for unsuccessful bidders.

29.2 Failure of the successful Bidder to comply with the requirements of Clause 29.1. shall constitutes sufficient grounds for cancellation of the award and forfeiture of the EMD amount .He will also be debarred from participating in bids for one year.

30. Cost of Downloaded Tender Document

30.1 In terms of Government Order No.199-CRC/2M-10/2012 dated 21.12.2013, the cost of tender document is exempted for e-tendering process.

31. Corrupt or Fraudulent Practices

The Employer requires the bidders /Consultants to strictly observe the laws against fraud and corruption in force in India, namely, Prevention of Corruption Act, 1988.

32. No arbitration as well as escalation over the stated tender shall not be entertained.

Managing Director

West Bengal Industrial Development Corporation Ltd.

ANNEXTURE-1

Notes on Form of Qualification Information

The information to be filled in by bidders in the following pages will be used for purposes of assessing the technical and commercial capability of the bidder- as provided for in Clause 4 of the Instructions to Bidders. Attach additional pages as necessary.

1. Individual Bidders

1.1	Constitution or legal status of Bidder Place of registration: Principal place of business: Power of attorney of signatory of Bid	[attach copy] _____ _____ [attach]
1.2	Total annual volume of civil engineering design, drawing, consultancy work executed and payments received in the last five years preceding the year in which bids are invited. (Attach certificate from Chartered Accountant)	(Rs. In lakhs)
1.3	Work performed as prime Agency/ Firm (in the same name and style) on construction works of a similar nature and volume over the last five years.	

Sl. No.	Assignment Name (in detail)	Name of Contracting Authority with address	Starting Date / Completion Date	Name of Associated Consultant if any	No. of Staff (Professional)	Approx. Value of Services/Turnover (in Rs.)	Name of Senior Staff involved and functions performed

Note: A separate sheet may be attached if needed for Annexure-1.

ANNEXURE2

Name Employer work contract No .Work of Completion reasons for Order Delay, if any

1.4 Qualifications of technical personnel proposed for the Contract .Refer also to Clause 4.2(e) of the Instructions to Bidders and Clause 9.1 of Part-1 General Conditions of Contract.

Sl. No.	Name , Contact Number and E-mail Address	Qualification and name of the Institute	Relevant Experience	Position in the Company	Task Assigned

1.5 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.

1.6 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents.

1.7 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.

1.8 Information on current litigation in which the Bidder is involved.

Name of Other party(s)	Cause of dispute	Litigation where	Amount involved

1.9 Proposed Programmed (work method and schedule). Descriptions, drawings, and charts as necessary, to comply with the requirements of the bidding document

ANNEXURE 3

**Note: - Bank solvency from any nationalized/ scheduled bank in their format is accepted.
OR**

SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT FACILITIES

BANK CERTIFICATE

This is to certify that M/s is a reputed company with a good financial standing.

If the contract for the work, namely, is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs.to meet their working capital requirements for executing the above contract.

Signature of Senior Bank Manager

Name of the senior Bank Manager

Address of the Bank

Stamp of the Bank

Note: Certificate should be on the letter head of the bank.

GENERAL ELIGIBILITY:

The Consultant(s) should have fulfilled the following criteria:

- (a) Intending organizations should have minimum 5 years' experience consultancy job in the field of civil, electrical and mechanical engineering.
- (b) Intending organizations should have successfully completed at least one similar type of works (on line building plan checking by auto system) as mentioned in scope of work during last five years.
- (c) Organizations should have technical team consists of Civil Engineers, Structural Engineers, Architects(certified from council of architect),Geotechnical Engineer, L.B.S and other technically qualified personnel etc. as is necessary for implementing the jobs.
- (d) Agencies should have necessary technical, financial and managerial capabilities;
- (e) Intending party should have average annual financial turnover during the last three years of at least Rs. 30 Lakh.

TECHNICAL ELIGIBILITY

Part-I

The Consultant should have the technical experts having following minimum experiences:

- I) Team Leader should be minimum B.E. (or B. Tech) Civil / M.E. (or M. Tech) Civil/ B. Arch. /M. Arch. having ten to fifteen years' experience of the similar nature of jobs.
- II) Two Design Engineers, minimum B.E. or B.Tech in Civil engineering having eight to ten years' experience and must have handled similar nature of work and also in large size projects.
- III) Engineer (expert to keep a check on work as per West Bengal Municipal (Building) Rules, 2007 / tendering process) minimum B.E (or B.Tech) Civil / Diploma Civil Engineering

Section4

TechnicalSpecifications

- A. As per West Bengal Municipal Building Rules, 2007, relevant latest I.S code, National Building Code has to be followed. In case of Industrial Building under the salt lake Town Ship, under Bidhan Nagar Municipality or Nabadiganta Industrial Town ship Authority, the provision of rule 96(a) to be followed.
- B. For purposes of design, specification and quality control the Relevant latest I.S code, National Building Code, any other statutory norms as per govt. guideline in respect of setting up of an industry has to be followed.
- C. BIS specification for utility and infrastructure services should be followed.

Section 5

Mode of Selection

1. PROPOSAL EVALUATION:

The Technical Proposal will be opened before the Selection Committee and after appraisal the technically qualified Consultants will be screened.

The date of opening of Financial Proposal will be informed later.

The Financial Proposals will be opened in presence of Selection Committee & technically qualified Consultants who choose to attend.

- 2.** An organization will be selected from technically successful bidders under Cost-Based Selection (CBS) Procedures. The L1 Bidder will be considered only based on the summation of the quoted rate against each item of the works. No individual lowest rate will be considered as L1 against the corresponding scope of work.

3. WBIDC reserves the right to cancel/accept any/all offer/tender either in part or in full at its discretion without assigning any reasons whatsoever.

4. NEGOTIATIONS :

Negotiations may be held at the Office of WBIDC. The aim is to reach agreement on all points and sign a contract.

5. AWARD OF CONTRACT

The contract will be awarded following the negotiations as mentioned earlier..

6. CONFIDENTIALITY :

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process, until the winning party has been notified and the contract is signed.

- 7.** Incomplete EOIs are liable to be rejected. WBIDC reserves the right to accept or reject any of the NITs without assigning any reason thereof and without thereby incurring any liability to

the affected parties. WBIDC takes no responsibility for delay, loss or non-receipt of offer or any letter sent by post either way.

8. Selection will be made based on particulars and documents furnished by the applicant as required and satisfactory verification carried out by WBIDC. If any information furnished by the applicant is found incorrect at a later stage they shall be liable to be debarred from tendering & taking up the work. WBIDC reserves the right to verify the particulars furnished by the applicants independently.
9. All related correspondence as exchanged by the Consultants along with the NIT should contain no interlineations or overwriting, except as necessary to correct errors made by Consultants themselves or to evidence provision. The persons who signed the Proposal must initial any such corrections, interlineations or overwriting. Sign should be digital.
10. Any effort by a Consultant to influence WBIDC in examination, evaluation, ranking of Proposals or recommendation for award of contract will result in rejection of the Consultant's Proposal.
11. For any other clarifications, intending agencies may attend the Pre bid meeting at the above mentioned date and venue as mentioned earlier in this NIT.

Section - 6

a) Scope of Work

The Employer –“Managing Director, West Bengal Industrial Development Corporation Limited” invites for Expression of Interest is invited for Engagement of Consultant/ Consulting firm for vetting and scrutiny of drawings and documents including all documents together with generation of reports on behalf of WBIDC followed by Auto-Scrutiny Engine, integrated with the system of OBPAS (‘e-Grihanaksha’), Department of urban Development & Municipal Affairs, Govt. of West Bengal for Building plan sanction, e-intimation for commencement of construction, Plinth level completion and Issuance of Occupancy Certificate as per West Bengal Municipal (Building) Rules, 2007 with its latest addendum & corrigendum under WBIDC.

Deliverables:

Stage – I, Process of Building Plan.

Recommendation for consultancy together with scrutiny of Building Plan drawing and documents including structural, architectural and all other necessary details as per the West Bengal Municipal (Building)rules- 2007, to the Planning Division, WBIDC.

Stage – II, Plinth Level verification certificate.

Recommendation of Inspection report after plinth level verification physically at site and in accordance with the sanctioned plan.

Stage – III, Occupancy Certificate.

Recommendation for issuance of occupancy certificate after completion of building in all respect and by abiding the sanction building plan drawing in stage – 1, in coordination with all concern departments for having NOC from their end.

b) **Liability:**

The Consultant/Consulting Firm shall be liable for time bound delivery within his scope of work .All consequence of errors and omissions arising from errors solely attributable to Consultant/Consulting Firm or on the part of their employees to the extent and with the limitation specified by WBIDC. The Consultant/Consulting Firm shall also be liable and shall indemnify WBIDC from and against any/all claims, damages, and costs as may be raised on the Consultant/ Consulting Firm by any other third party in connection with the said work.

c) Ownership of Documents & Copy Rights:

The copyright of Interim Reports, Design Reports, Tender Documents, Calculation sheets, drawings etc. and all other similar documents (both interim and final) provided by the Consultant in connection with project/work shall remain vested in WBIDC. All written material, originated and prepared for WBIDC under the assigned agreement shall belong to WBIDC. The Consultant shall not publish, share, divulge, disclose, part with any of such papers or information without the written consent of employer or use for purpose other than those for this work, the articles, designs calculations and drawings

d) Changes or Alteration:-

Changes or alterations, as desired by WBIDC due to site considerations or otherwise as required during the pendency of the contract, will be done by the consultant. Changes of charges on this account, if any, will be mutually agreed upon by WBIDC.

e) Correctness and Accuracy of data:-

The Consultant shall be fully responsible for the correctness and accuracy of the data. If any inadequacy is observed in the work performed by them, they shall at their own initiative and at no extra cost to WBIDC take all steps necessary to remedy/rectify the said defects or inadequacies. The consultant shall incorporate all the modifications or changes as desired by WBIDC.

f) Time Schedule:

As per departmental guideline.

g) Payment Terms:

Payment will be made only after full and final completion of the work in different stages as mentioned in BOQ.

h) Termination of Contract:

WBIDC reserves the right to terminate the work on the following grounds:-

- i) If the Consultant fails to execute the work within the time limit as provided in this EOI/ Departmental guideline.
- ii) In case the Consultant fails to deliver or submit the deliverables as required under this EOI/ Departmental guideline and within such time as is provided in this EOI/ Departmental guideline, unless such time is extended in writing by WBIDC.

- iii) If after undertaking the work the Consultant refuses or abandons the job and WBIDC has to complete the rest of the work through any other agency
- iv) For avoiding any conflict of interest, no consultant/constancy firm from the empanelled list of WBIDC for the said purpose will be allowed.
- v) Or any other reason apart from the above which may create difficulties in processing the said work or violating any tender clauses whatsoever.

Then, In the event of happening any of the aforementioned Defaults on part of the Consultant, WBIDC shall be entitled to terminate the contract. WBIDC shall give 7 days prior notice in writing to the agency before terminating the contract. On termination of the contract WBIDC shall forfeit the balance amount which may be payable to the Consultant and WBIDC shall be free to proceed and complete with the remaining work through any other agency, the cost of which shall be met from such moneys as forfeited or withheld by WBIDC. WBIDC shall also forfeit the Security Deposit retained.

Declaration
SECTION 8

PROFORMA-1

A. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

FROM: TO:

(Name and Address of the Bidder)

(Name and Address of WBIDC)

Subject: Expression of Interest is invited for Engagement of Consultant/ Consulting firm for vetting and scrutiny of drawings and documents including all documents together with generation of reports on behalf of WBIDC followed by Auto-Scrutiny Engine, integrated with the system of OBPAS ('e-Grihanaksha'), Department of urban Development & Municipal Affairs, Govt. of West Bengal for Building plan sanction, e-intimation for commencement of construction, Plinth level completion and Issuance of Occupancy Certificate as per West Bengal Municipal (Building) Rules, 2007 with its latest addendum & corrigendum under WBIDC.

Invitation for Expression projects under WBIDC.

We, the undersigned, offer to provide the services for the above in accordance with your Expression of Interest.

We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand WBIDC is not bound to accept this proposal and it reserves the right to cancel/accept any/all offer/tender either in part or in full at its discretion without assigning any reasons whatsoever.

We remain,

Yours sincerely,

Authorized

Signature:

Name and Title of Signatory:

Name of Firm:

E-mail Address:

Fax

**STANDARD FORM OF COMMENTS AND SUGGESTIONS FOR
BIDDERS**

**(To be submitted on the day of Pre-bid meeting)
(If pre-bid is meeting is mentioned)**

Name of the Organization:

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

Any other suggestions:

- 1.
- 2.
- 3.
- 4.
- 5.

DIFFERENT FORMS INCLUDING FORM OF BID
Standard Forms

(a) Standard Form of Agreement

Notes on Standard Form of Agreement.
The Agreement should incorporate any corrections or modifications to the Bid resulting from corrections of errors (Instructions to Bidders, Clause 25).

Draft Agreement

THIS AGREEMENT is made on the _____ day of, 20xx at Kolkata.

BETWEEN

West Bengal Industrial Development Corporation Limited, (Govt. of West Bengal undertaking), (hereinafter referred to as “**WBIDC**”) which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors in office and assigns) of One Part.

AND

..... LIMITED [the successful bidder] a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at (hereinafter referred to as the “**CONSULTANT**”) which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors in office) of the Other Part.

WHEREAS:

- A. **WBIDC** has invited E-Tender reference no.: _____ for Expression of Interest is invited for Engagement of Consultant/ Consulting firm for vetting and scrutiny of drawings and documents including all documents together with generation of reports on behalf of WBIDC followed by Auto-Scrutiny Engine, integrated with the system of OBPAS (‘e-Grihanaksha’), Department of urban Development & Municipal Affairs, Govt. of West Bengal for Building plan sanction, e-intimation for commencement of construction, Plinth level completion and Issuance of Occupancy Certificate as per West Bengal Municipal (Building) Rules, 2007 with its latest addendum & corrigendum under WBIDC.
- B. AND WHEREAS the Consultant in Pursuant to that advertisement has participated in the BID process and thus become a successful bidder accordingly and has agreed to execute upon and subject to the conditions set forth in Scope of Services defined in Section-6 of RFP Document vide no dated (hereinafter referred to as “the Services”) and to perform, fulfill, comply with and observe all and singular provisions, conditions and requirements of this Agreement for amounting to the sum of Rs..... (Rupees.....only) as therein arrived at or such other sum as shall become payable there under (Hereinafter referred to as “the said Consultancy amount”).
- C. In response thereto proposals were received from several persons including the Consultant. After evaluating them, the Proposal submitted by the Consultant has been accepted and Letter of Acceptance No..... dated..... was issued.

NOW IT IS HEREBY AGREED AS FOLLOWS:

- 1. In consideration of the said consultant amount to be paid at the times and in the manner set forth in the said conditions, the Consultant shall upon and subject to the said conditions execute and complete the work within schedule time as mentioned in the RFP document

2. **WBIDC** shall pay the Consultant the said amount, or such other sum as shall become payable, at the times and in the manner specified in the said RFP document.
3. The said conditions and Appendices mentioned in RFP document thereto shall be read and considered as forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the said conditions and perform the agreement on their part respectively in the said conditions contained.
4. **WBIDC** reserves to itself the right of altering the nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this agreement. However any opinion given by the consultant in this regard must be discussed mutually and the decision made by **WBIDC** will be final and binding.
5. The communication made by **WBIDC** to the Consultant in right of altering the nature of the work by adding to or omitting any items of work or having portions and will be considered as a part of this agreement from time to time.
6. The Consultant shall exercise the best of his professional capacity and care, expertise and experience in the performance of this agreement and shall be liable for compensation to **WBIDC** for any damage or loss arising from want of such care and capacity or expertise and experience or neglect of professional duty.
7. Work made by the consultant will be as good as per the tendered specifications and quality. Following documents mentioned herein shall form a part of this agreement:
 - a) RFP Document vide no _____ Dated _____
 - b) Letter of Acceptance (LoA) vide ref. no _____ date _____
8. The Consultant shall indemnify and keep indemnified **WBIDC** against any damage or loss to be suffered by **WBIDC** in consequence of such neglect or incompetence of the Consultant in the performances of his duties or functions under this agreement.
9. Time shall be considered as the essence of this contract and the Consultant hereby agrees to commence the work on the day of issuance of formal work order in the said conditions and to complete the entire work within _____ calendar months subject nevertheless to the provisions for extension of time.
10. Any dispute arising under this Agreement will be referred by **WBIDC** to **MD, WBIDC** and the decision made by **MD, WBIDC** will be treated as final and binding upon both the parties accordingly,
11. Any dispute arising out of this agreement will be subject to Kolkata jurisdiction only.
12. Any notice, request or consent required or permitted to be given or made pursuant to this Agreement shall be in writing.
13. That the several parts of this agreement and the documents mentioned above have been read by the Consultant and fully understood by the Consultant.

In witness whereof **WBIDC** and the Consultant have set their respective hands to those presents through their duly authorized official and the said two duplicates hereof to be executed on its behalf or the day and year first herein above written.

 Signed on behalf of **WBIDC**
 by its duly authorized official
 In the presence of:
 1. Signature _____
 Name with address _____

 2. Signature _____
 Name with address _____

 Signed on behalf of the Consultant
 In the presence of:
 1. Signature _____
 1. Name with address _____

 2. Signature _____
 Name with address _____

Notes on Form of Bid

The Bidder shall fill in and submit this Bid form with the Bid.

_____ [Date]

To

[Name of Employer]

Authorised Address of communication:

Telephone No. (s): Office:.....

Mobile No.

Facsimile (FAX) No.

Electronic Mail Identification (E-mail ID).....

Description of the Works: _____

I/We offer to execute the works described above and remedy any defects therein, in conformity with the Conditions of Contract, specifications, drawings, Bill of Quantities and Addenda for Item Rate Contract of Total Bid Price of Rs.

_____ (BOTH IN FIGURES AND WORDS)

We undertake to commence the works on receiving the Notice to Proceed with work in accordance with the contract documents.

This Bid (including all amendments and minutes of pre-bid meeting) and your written acceptance of them shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and Earnest money required by the bidding documents and specified in the Instructions to Bidders (ITB).

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address:
