

West Bengal Industrial Development Corporation

Invitation for Expression of Interest is invited for Engagement of Consultant 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 with Auto DCR system under planning Division of WBIDC.

> APPLICABLE FOR DIFFERENT INDUSTRIAL PARK UNDER WBIDC, WESTBENGAL

**TENDER REFERENCE NO.WBIDC/Building Plan/ 2019-20/1** 

# **TENDER DOCUMENT**

<u>MAY-2019</u>

WESTBENGAL INDUSTRIAL DEVELOPMENT CORPORATION LIMITED

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# SECTION-1

LIST OF IMPORTANT DATES

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NOTICE INVITING e-TENDER (NIT)

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## Tender Reference No: WBIDCL/Building Plan/ 2019-20/1

### List of Important Dates of Bids.

Name of work:- Invitation for Expression of Interest is invited for Engagement of Consultant firm for vetting and scrutiny of drawing and documents concerned with Building plan sanction, Plinth level verification and generation of occupancy report as per West Bengal Municipal (Building) Rules, 2007 with Auto DCR system under planning Division of WBIDC.

SI. No.	Particulars	Date & Time
1	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	06.06.2019 at 11.00 hrs
2	Documents download/sell start date (Online)	06-06-2019 at 15.00Hrs
3	Pre-bid Meeting	13-06-2019 at 14:00 Hrs
4	Bid submission start date (On line)	17-06-2019 at 15:00 Hrs
5	Bid Submission closing (On line)	21-06-2019 at 17:00 Hrs
6	Bid opening date for Technical Proposals (Online) at WBIDCL	24-06-2019 at 12:00 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

### Date and Time Schedule:

### **Press Notice**

### E-Tender Reference No.: WBIDC/Building Plan/ 2019-20/1

The Managing Director, West Bengal Industrial Development Corporation Limited (WBIDCL) invites item rate-tenders from renowned and eligible consultancy house for undertaking Building Plan Sanction, Plinth level Certificate and Generation of occupancy certificate as per WB Municipal Building Rules,2007. Details are available in e-tender portal 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	Invitation for Expression of Interest is invited for Engagement of Consultant firm for vetting and scrutiny of drawing and documents concerned with Building plan sanction, Plinth level verification and generation of occupancy report as per West Bengal Municipal (Building) Rules, 2007 with Auto DCR system under planning Division of WBIDC.
2.	Location of work	For different Industrial Park under WBIDCL, West Bengal.
3.	Earnest Money/ Security Deposit	Rs. 2,00,000.00 (two Lakh)
4.	Time of completion	As per departmental guideline.
5.	Qualification criteria	<ul> <li>The bidder must be a reputed and reliable design and consultant company having the following credentials:</li> <li>a) Intending organizations should have minimum 5 years of experience towards consultancy of civil engineering oriented job involving allied electrical and mechanical works by engaging qualified engineers of engineering.</li> <li>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.</li> <li>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.</li> <li>d) The bidder shall have a minimum average yearly turnover of at least Rs. thirty lakh for the last three financial years.</li> <li>e) The bidder should be a profit making organization consistently for the last three financial years.</li> <li>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.</li> <li>g) The bidder must have qualified engineer having certificate of empanelment of LBS.</li> </ul>
6.		Discretion of authority for technical & financial evaluation of bid documents is final and the same shall be abided by the bidder.

	Availability of Tender	Tender documents will be available w.e.f. xx.xx.2019 from the e-
7.	Documents	procurement portal www.wbtenders.gov.in
8.	Site Visit	Bidders may visit the site n an urgent demand of the work.
9.	Submission of tender	Bidding documents, digitally signed by authorized person of the bidder, must be uploaded on line from after $xx/05/2019$ at 10.30 hrs. and must be uploaded on or before $xx/xx/2019$ at 15-00 Hrs.(as per server clock).
10.	Procedure for submission of tender	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	24.06.2019 at Time: 12.00 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 firm for vetting and scrutiny of drawing and documents concerned with Building plan sanction, Plinth level verification and generation of occupancy report as per West Bengal Municipal (Building) Rules, 2007 with Auto DCR system under planning Division of 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, Plinth Level Verification and 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 the technical 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.

(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, in ordinate delays incompletion, 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

6.1 The Bidder shall bear all 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, at his own cost, responsibility and risk, is encouraged to visit at site, examine and generation of report for 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:- <u>debashis.sarkar@wbidc.com</u>

Mr. Chandrasekhar Chatterjee WBIDC Phone no.7980745582 Email:chandrasekhar.chatterjee@wbidc.com

8. Containing Bidding Documents

#### 8.1 The tenders are to be sub

mitted 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:

SI.	Category	Sub category	Details
No.	Name	Description	Dotailo
1.	Certificate	Certificate	As per Clause 4.4B(a) (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) Valid License regarding engagement of workers from labour department, Govt. of W B. (v) PAN & GST registration certificate. (vi) Annual report of the preceding three years. (vii) Audited balance sheet and Profit and Loss Account for the preceding three years (audited and unaudited as applicable)
	Company Details	Company Details	<ul> <li>(viii)Service Tax Registration certificate.</li> <li>1) Name of the Organization</li> <li>2) Address</li> <li>3) Year of Establishment</li> <li>4) Status of the firm &amp; company profile.</li> <li>(Whether Company/Firm/Proprietary)</li> <li>5) Name of Directors/ Partners/Proprietor.</li> <li>6) Whether registered with the Registrar of Companies/Registrar of Firms. If so, mention number and date.</li> <li>7) Document of empanelment with other Govt. /Semi Govt. / Statutory Agency, if so, furnish details.</li> </ul>
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.
  - 9. Clarification of Bidding Documents and Pre-bid Meeting
  - 9.1A 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 commence as necessary result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause10 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 xx.xx.2019 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.
- 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 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 Bank Guarantee .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.

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 accessing the techno commercial capability of the bidder- as provided for in Clause 4 of the Instructions to Bidders. Attach additional pages as necessary.

1. Individual Bidders

	Constitution or legal status of Bidder	[attach copy]
1.1	Place of registration:	
1.1	Principal place of business:	
	Power of attorney of signatory of Bid	[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	(Rs. In lakhs) 2014-2015
1.2	Chartered Accountant)	2015-2016 2016-2017 2017-2018 2018-2019

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

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Note: A separate sheet may be attached if needed.

## 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.

SI. No.	Contact Number	Qualification and name of the Institute	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. (Sample format attached).

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.E. Arch. /M.E. 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.

# Section4

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# **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.

Please Refer to Annexure-I: Technical Specifications

# Section5

## 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.
- 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 and submission of the bank guarantee 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.

- 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

### Scope of Work

The Employer –"Managing Director, West Bengal Industrial Development Corporation Limited" invites for Expression of Interest is invited for Engagement of Consultant firm for vetting and scrutiny of drawing and documents concerned with Building plan sanction, Plinth level verification and generation of occupancy report as per West Bengal Municipal (Building) Rules, 2007 with Auto DCR system under planning Division of WBIDC.

# Deliverables:

### Stage – 1, 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, with Auto DCR system, 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 approved of plan.

### Stage - III, Occupancy Certificate.

Recommendation 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.

### Liability:

The Consultant 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 or on the part of their employees to the extent and with the limitation specified by WBIDC. The Consultant shall also be liable and shall indemnify WBIDC from and against any/all claims, damages, and costs as may be raised on the Consultant by any other third party in connection with the said work.

### **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

### 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. Additional charges on this account, if any, will be mutually agreed upon by WBIDC.

#### 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.

#### Time Schedule:

As per departmental guideline.

#### Payment Terms:

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

### **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;

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

## <u>PROFORMA-1</u>

# A. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

FROM: TO: (Name and Address of the Bidder)

(Name and Address of WBIDC)

**Subject: Request for Proposal for Appointment** as a Consultant for invites for Expression of Interest is invited for Engagement of Consultant firm for vetting and scrutiny of drawing and documents concerned with Building plan sanction, Plinth level verification and generation of occupancy report as per West Bengal Municipal (Building) Rules, 2007 with Auto DCR system under planning Division of 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.
- 5.
- 4.
- 5.

# Any other suggestions:

- 1.
- 2.
- 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				
esulting from corrections of errors (Instructions to Bidders, Clause 25).				
Standard Form: Agreement				
Agreement				
This agreement, made theday of20,				
between				
[name and address of Employer]				
(Hereinafter called "the Employer") of the one part, and				
[name and address of				
Consultant] (hereinafter called "the Consultant" of the other part).				
Whereas the Employer is desirous that the Consultant execute				
[name and identification number of Contract] (hereinafter				
called "the Works") and the Employer has accepted the Bid by the Consultant for the				
execution and completion of such Works and the remedying of any defects therein at a				
cost of Rupees				

### NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this

Agreement.

2. In consideration of the payments to be made by the Employer to the Consultant as hereinafter mentioned, the Consultant hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.

The Employer hereby covenants to pay the Consultant in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

Notice to proceed with the works (Letter of Intent/Work Order);

Consultant's Bid;

**Conditions of Contract** 

Specifications;

Drawings;

Bill of Quantities; and

Any other document listed in the Bid Document as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of \_\_\_\_\_\_

was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said \_\_\_\_\_\_

in the presence of: Binding Signature of Employer

### (b) FORMAT OF BANK GUARANTEE AS PERFORMANCE /SECURITY DEPOSIT

\_\_\_\_\_\_ to execute \_\_\_\_\_\_ (Name of Contract and brief description of works) herein after "The Contract."

AND WHEREAS it has been stipulated by you in the said contract that the Consultant shall furnish you with a bank guarantee by a Nationalised Bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Consultant such a Bank Guarantee;

NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you on behalf of the Consultant, up-to a total of \_\_\_\_\_ (amount of guarantee) \_\_\_\_\_\_ \_\_\_\_ (in words), such sum being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_\_ (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for a demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Consultant before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the works to be performed hereunder or of any of the Contract documents which may be made between you and the Consultant shall in anyway release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until a date 45 days after the expiry of defect liability period of 1 year after intended completion date.

Signature and seal of the guarantor	Signature and seal of the guarantor	
-------------------------------------	-------------------------------------	--

Name of Bank

Address \_\_\_\_\_

Date \_\_\_\_\_ Form of Bid

Notes on Form of Bid

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

\_\_\_\_\_[Date]

То

[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)
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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: \_\_\_\_\_