



Request for Proposal

***For***

***Selection of Surveyor Agencies***

**For**

***Detailed 'As Built' Survey Plan along with Drone Satellite Images, Fixing of Concrete Pillars all over the project boundary as well as each parcel of land comprising of 310.36 acres of Land***

**at**

**Mangalpur, West Bengal**

**E RFP Reference No. : WBIDC/Mangalpur Land Survey/2023-24/01**  
**E Tender Id : 2024\_WBIDC\_643583\_1**  
**Proposal Issue Date : 11.01.2024**  
**Last Submission Date : 06.02.2024**

**WEST BENGAL INDUSTRIAL DEVELOPMENT CORPORATION LTD.**

***(A Government of West Bengal Undertaking)***

**PROTITI, 23 ABANINDRANATH TAGORE SARANI**

**KOLKATA – 700017, WEST BENGAL**

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**WEB: [www.wbidc.com](http://www.wbidc.com)**

## **Disclaimer**

- 1. The information contained in this Request for Proposal ("RFP") document provided to the Bidder(s), by or on behalf of WBIDC or any of its employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.*
- 2. The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for WBIDC, its employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources WBIDC, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.*
- 3. WBIDC may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document or may reject the proposal.*

# INDEX

<b>Section Number</b>	<b>Section Details</b>	<b>Page No.</b>
<b>I</b>	<b>List of Important Date</b>	<b>4</b>
<b>II</b>	<b>Notice Inviting Tender (NIT)</b>	<b>6</b>
<b>III</b>	<b>Introduction</b>	<b>7</b>
<b>IV</b>	<b>Instructions to Bidders</b>	<b>9</b>
<b>V</b>	<b>Mode of Selection</b>	<b>14</b>
<b>VI</b>	<b>Eligibility</b>	<b>20</b>

## APPENDIX

<b>Appendix A</b>	<b>Covering Letter</b>	<b>22</b>
<b>Appendix B</b>	<b>Declaration 1 by Bidder</b>	<b>23</b>
<b>Appendix C</b>	<b>Details of Bidder</b>	<b>24</b>
<b>Appendix D</b>	<b>Power of Attorney for Signing of Proposal</b>	<b>25</b>
<b>Appendix E</b>	<b>Format for Project Data Sheet</b>	<b>26</b>
<b>Appendix F</b>	<b>Declaration 2 by Bidder</b>	<b>27</b>
<b>Appendix G</b>	<b>Format for details of Team Member to be deputed</b>	<b>28</b>
<b>Appendix H</b>	<b>Draft Consultancy Agreement</b>	<b>29</b>
<b>Appendix J</b>	<b>Scope of Work</b>	<b>39</b>

## **SECTION: I**

### **LIST OF IMPORTANT DATES OF BIDS**

1. *Name of work* : **Detailed 'As Built' Survey Plan along with Drone Satellite Images, Fixing of Concrete Pillars all over the project boundary as well as each parcel of 310.36 acres of Land at Mangalpur, Paschim Bardhaman West Bengal**
2. *Completion period* : **60 days**
3. *Date of issue of Notice Inviting Bid* : **11.01.2024**
4. *Time and Date of Pre-Bid* : **18.01.2024 at 03.00 PM.**
5. *Venue of Pre-Bid Meeting* : **OFFICE OF WEST BENGAL INDUSTRIAL DEVELOPMENT CORPORATION LIMITED (WBIDCL), 23, Abanindranath Tagore Sarani (Camac Street), Kolkata-700 017.**
5. *Bid submission start date (On line)* : **24.01.2024 at Time: 11-00 hours (as per server clock).**
6. *Bid Submission closing (On line)* : **06.02.2024 at Time: 11-00 hours (as per server clock).**
7. *Time and Date for opening Technical Bid/Bids* : **15.02.2024 at Time: 13-00 hours**
9. *Date of uploading list for Technically Qualified Bidder(online)* : **Will be notified later.**
10. *Date of uploading the final list of Technically Qualified Bidder (online) after disposal of appeals, if any.* : **Will be notified later.**
11. *Date for opening of Financial Proposal (Online)* : **Will be notified later.**
12. *Bid validity* : **120 (One Hundred and Twenty) Days from the last date of bid submission**
13. *Earnest Money* : **Rs. 50,000/- (Rupees Fifty Thousand only) by NEFT/RTGS**  
*Scanned copy of NEFT Challan Should be uploaded at the time of submission of bid through e-tender.*

- 14 *Site Visit* : *A site visit by the bidder is necessary to understand the scope of work.*
- 15 *Taxation* : *WBIDC shall withheld Tax Deductible at Source (TDS) from the payment in pursuance of provisions of Income Tax Act, 1961, Labour welfare cess as currently in force and as amended from time to time. GST will be provided as per applicable rate. Rates to mention in the quotation shall be exclusive of the statutory taxes as applicable.*
- 16 *Communication* : *The Chairperson & Managing Director, West Bengal Industrial Development Corporation Limited, 23 Abanindranath Tagore Sarani, Kolkata 700017*
- 17 *Contacts* : *033-2255-3700*

**SECTION: II**

**NOTICE INVITING TENDER (NIT)**

**E RFP REFERENCE NO.:** WBIDC/Mangalpur LAND SURVEY /2023-24/01

**E TENDER ID:** 2024\_WBIDC\_643583\_1

West Bengal Industrial Development Corporation Limited (WBIDC) invites proposals from renowned, resourceful, experienced and eligible Surveyors for undertaking the following work at Mangalpur, West Bengal:

***“Detailed ‘As Built’ Survey Plan along with Drone Satellite Images, Fixing of Concrete Pillars all over the project boundary as well as each parcel of 310.36 acres of Land at Mangalpur, Paschim Bardhaman West Bengal”***

*The total Tender Document can be downloaded from the e-procurement portal <http://www.wbtenders.gov.in> from 11.01.2024 on 03.00 PM. Earnest Money for the said work is Rs. 50,000.00 (Rupees Fifty Thousand only). EMD should be submitted only through online mode. Pre-Bid meeting will be held on 18.01.2024 on 03.00 PM.*

*The Survey Agencies having experience of executing similar nature jobs may submit their offers after visiting the work site and as per details provided in RFP Document within 06.02.2024 before 11.00 AM. The bids are to be submitted only through online to <http://www.wbtenders.gov.in>.*

**By Order**  
**Chairperson & Managing Director**  
**WBIDC**

## **SECTION: III**

### **INTRODUCTION**

#### **1. Background:**

*West Bengal Industrial Development Corporation Limited (WBIDC) is the nodal agency of the State Government for the development of medium and large scale industries in the state of West Bengal. WBIDC also facilitates the timely development and maintenance of infrastructure for growth of industries in the state of West Bengal. Now WBIDC is offering land on 'as is where is basis' for setting up Industries at Mangalpur Paschim Bardhaman over approximately 310.36 acres of land near Mangalpur.*

*2. WBIDC now desires to have "Detailed 'As Built' Survey Plan along with Drone Satellite Images, Fixing of Concrete Pillars all over the project boundary as well as each parcel of 310.36 acres of Land near Mangalpur, West Bengal".*

*3. In this connection, WBIDC invites proposals from the resourceful, experienced and reputed Survey Agencies for providing the following services:*

- A. Measurement of total Area*
- B. Provide necessary supports to WBIDC for taking Physical Possession of Land*
- C. Taking Satellite Drone Image of the entire area*
- D. Preparation of 'As Built' Master Plan including all types of exiting utility line layout like Gas, water, power etc.*
- E. Putting Concrete Pillar in all over the Project Boundary as well as each parcel of land for proper identification of the Plot*

#### **4. Amendment of Bidding Documents:**

*4.1 At any time before the submission of proposals, WBIDC may, for any reason modify the documents by amendment*

*4.2 Before the deadline for submission of bids, WBIDC may modify the bidding documents by uploading the addenda in the website.*

*4.3 Any addendum thus uploaded shall be part of the RFP documents*

#### **5. Earnest Money Deposit (EMD)**

- a. Each Bidder have to submit an **Earnest Money Deposit for an amount of Rs. 50,000/- (Rupees Fifty Thousand only)** in the form of online mode in favour of West Bengal Industrial Development Corporation Limited through Online Mode.*
- b. Proposal would need to be accompanied by copy of the online payment slip (digitally signed) and uploaded it in Statutory Cover as mentioned in the NIT Documents.*

- c. *EMD shall be returned to the unsuccessful Bidders automatically. EMD submitted by the Successful Bidder shall be released after completion of work and will be treated as Performance Security during execution.*
- d. *EMD shall be forfeited in the following cases:*
  - a) *if any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect;*
  - b) *If the successful Bidder fails to complete the work within the stipulated time or any extension thereof provided by WBIDC.*
  - c) *If any bidder / tenderer withdraws his bid/ tender before the said period or makes any modifications in the terms and conditions of the bid,*

## **6. Pre Bid Meeting**

- 6.1. *A prospective Bidder requiring any clarification on the RFP document may attend pre bid meeting with their queries in writing. **A pre-bid meeting is scheduled at 15.00 hrs. on 18.01.2024** in the office of WBIDC, who, may, on its own discretion, forward its responses to all Bidders and would include a description of the enquiry without identifying its source at its sole discretion.*
- 6.2. *The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. In this regard bidder(s) are requested to visit the park before meeting.*
- 6.3. ***The bidder(s) is requested to submit any questions in writing or by mail so as to reach the Employer not later than 24 hours before the pre-bid meeting. Query will be unanswered if not received in writing.***
- 6.4. *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 website. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.*

## **7. Address of Communication**

### **7.1 Mr. Somnath Bhattacharjee, EA(IP&P)**

Phone-+91-33-22553864, E-mail: [somnath.bhattacharjee@wbidc.com](mailto:somnath.bhattacharjee@wbidc.com)

### **7.2 Mr. Soumitra Sen, Advisor (Projects)**

Phone-+91-33-22553838, E-mail: [soumitra.sen@wbidc.com](mailto:soumitra.sen@wbidc.com)



## **SECTION: IV**

### **INSTRUCTION TO BIDDERS**

1. *WBIDC desires to have Detailed 'As Built' Survey Plan along with Drone Satellite Images, Fixing of Concrete Pillars all over the project boundary of 310.36 acres of Land near Mangalpur, West Bengal*
2. *The Proposal would be evaluated on the basis of the evaluation criteria set out in this RFP document in order to identify the successful bidder ("**Successful Bidder**").*
3. *The scope of services is set out in **Appendix***
4. *The Proposals received from eligible Surveyors shall be evaluated on the basis of the criteria set out in this RFP document. Each Bidder shall submit a maximum of one (1) Proposal for the Assignment, in response to this RFP document. Any Bidder who submits more than one Proposal for the Assignment shall be disqualified.*
5. *At any time prior to the Proposed Due Date, WBIDC may, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder, modify the RFP document by the issuance of Addendum.*
6. *The Proposal shall remain valid **for a period not less than 120 days** from the Proposal Due Date (Proposal Validity Period). WBIDC reserves the right to reject any Proposal, which does not meet this requirement.*
7. **Submission of Document**
  - 7.1 *The RFP document is to be submitted through online in two folders at a time, one is Technical Proposal & the other is Financial Proposal before the prescribed date and time using the Digital Signature (DSC). The virus scanned copies of the documents are to be uploaded after duly digitally signed. The documents will get encrypted.*

#### **7.2 Part I Submission: Technical Proposal :**

*The Technical Proposal should contain scanned copies of the following in two cover folders:*

##### **a. Statutory Cover containing the following digitally signed documents :**

1. *RFP Document*
2. *Minutes of the Pre Bid meeting*
3. *Appendix A*
4. *EMD Document*
5. *Credential Documents*

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

<b>Sl. No.</b>	<b>Category Name</b>	<b>Sub category Description</b>	<b>Details</b>
1.	Certificate	Certificate	1. GST Registration Certificate 2. PAN 3. Latest IT Receipt 4. GST Return Latest
2	Company	Company	1. Proprietorship Firm (Trade License) 2. Partnership Firm (Partnership Deed, Trade License) 3. Ltd. Company (Incorporation Certificate/MoA, Trade License) 4. Society (Society Registration Copy, Trade License) 5. Power Of Attorney 6. Pf Registration Number & Certificate 7. ESI Registration Number & Certificate
2.	Credential	Credential	Bidder should have completed at least 3 similar types of work in last 3 years. Documentary evidence like Work Order, Completion Certificate need to be submitted.
3.	Financial Information	P/L & Balance Sheet 2020-2021 P/L & Balance Sheet 2021-2022 P/L & Balance Sheet 2022-2023	A minimum average yearly turnover of at least <b>Rs.30 Lakh</b> in the last three preceding years
4.	Man Power	Technical Personnel	LIST OF TECHNICAL STAFFS ALOGNWITH STRUCTURES & ORGANZATION (ASPER RFP)
5.	Others		Pending litigation History (If any). Other than any documents stated earlier (if necessary).

**7.3 Part II Submission: Financial Proposal :**

The Financial Proposal contains the following documents:

- (i) Priced bill of quantities (filled in BOQ).

**Note:**

1. *The Financial Proposal is inclusive of all out pocket expenses incurred by the bidder towards travel, documentation and communication.*
2. *The Financial Proposal shall not include GST, which shall be payable extra by WBIDC at then prevailing rates.*
3. *In case of difference in amount quoted in figures and words, the lower value would be considered for evaluation.*
4. *Bidders shall have to comply with the provisions of (a) the contract labour (Regulation Abolition) Act. 1970 (b) Apprentice Act. 1961 and (c) minimum wages Act. 1948 of the notification thereof or any other laws relating thereto and the rules made and order issued there under from time to time.*
5. **Submissions of Statutory and Non Statutory covers are compulsory for acceptance of the bid.**

*7.4 If any Bidder fails to produce the original hard copies of the documents (especially Completion Certificates and audited balance sheets), or any other documents on demand of the Tender Evaluation Committee within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression, the Bidder will be suspended from participating in the tenders on e-Tender platform for a 3(Three) years. In addition, his user ID will be deactivated and Earnest Money Deposit will stand forfeited. Besides, the authority may take appropriate legal action against such defaulting Bidder. The Employer reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time the prior to the award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for Employer's action. WBIDC shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.*

**7.5 Payment Terms:**

*Payment shall be made within 30-days from the date of receipt of invoice in triplicate, correct in all respect as per full satisfaction of the authority supported with documents.*

*(Note: WBIDC may ask for any clarification regarding submitted Invoices / supported documents at any time. Penalty shall be imposed on non performance as specified in the penalty clause Conditional bid or bid with clause of price variation will be rejected.)*

**8. Proposal Due Date**

**8.1 Proposals should be uploaded before 11.00 hours IST on Proposal Due Date as indicated in the Schedule of Bidding Process.**

**8.2 WBIDC may, in exceptional circumstances, and at its sole discretion, extend the above Proposal Due Date by issuing an Addendum.**

## **9. Opening of Proposals and Clarifications**

- 9.1 *WBIDC would open the Part I Submission of the Proposals on Due Date as mentioned for the purpose of evaluation.*
- 9.2 *The Part II Submission of the shortlisted/technically qualified Bidders shall be opened after intimation of the date and time of such opening.*
- 9.3 *WBIDC reserves the right to reject any Proposal not submitted on time and which does not contain the information/documents as set out in this RFP document.*
- 9.4 *To facilitate evaluation of Proposals, WBIDC may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal.*

## **10. Evaluation**

- 10.1 *The criteria for eligibility, qualification, evaluation and selection of Bidders are set out in Section V & VI.*
- 10.2 *As part of the evaluation, the Part I Submission shall be checked for responsiveness with the requirements of the RFP and only those Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFP document.*
- 10.3 *The Part I Submission would be considered to be responsive if it meets the following conditions:*
  - a. *it is received / deemed to be received by the Proposal Due Date including any extension thereof.*
  - b. *it contains all the information and documents as requested in the RFP.*
  - c. *it contains information in formats specified in this RFP.*
  - d. *it mentions the validity period as set out in Clause 6 of ITB.*
  - e. *it provides information in reasonable detail. ("Reasonable Detail" means that, but for minor deviations, the information can be reviewed and evaluated by WBIDC without communication with the Bidder). WBIDC reserves the right to determine whether the information has been provided in reasonable detail.*
  - f. *there are no inconsistencies between the Proposal and the supporting documents.*
- 10.4 *A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one:*
  - i. *which affects in any substantial way, the scope, quality, or performance of the Assignment, or*
  - ii. *which limits in any substantial way, inconsistent with the RFP, WBIDC rights or the Bidder's obligations under the Agreement, or*
  - iii. *Which would affect unfairly the competitive position of other Bidders presenting substantially responsive proposals.*
- 10.5 *The responsive Proposals shall be evaluated as per the criteria set out in **Section V**.*
- 10.6 *WBIDC will select the successful bidder as Least Cost Basis (LCB) method.*

*10.7 In case there are two or more Bidders gives same value, WBIDC, May in such case call all such Bidders for negotiations and select the Preferred Bidder on the outcome of the negotiations. The selection in such cases shall be at the sole discretion of WBIDC.*

*10.8 WBIDC reserves the right to reject any Proposal, if:*

*a. at any time, a material misrepresentation is made or discovered; or*

*b. The Bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Proposal.*

*10.9 In the event of acceptance of the Proposal of the Preferred Bidder with or without negotiations, WBIDC shall declare the Preferred Bidder as the Successful Bidder. WBIDC will notify the Successful Bidder through a Letter of Acceptance (LoA) that its Proposal has been accepted following which an Agreement needs to be executed.*

**SECTION V**  
**Terms and conditions**

**1. GENERAL :**

*Unless otherwise stipulated all the works are to be done as per general conditions and general specifications as stated in earlier sections.*

**2. PAYMENT TERMS:**

*Payment shall be made within 30-days from the date of receipt of invoice in triplicate, correct in all respect supported with.*

**3. Duration of Contract :**

*60 days*

**4. Indemnity:**

*Successful Bidder shall undertake to keep WBIDC indemnified against any and all claims, costs, expenses, damages and liabilities of any nature whatsoever arising from or pertaining to the performance of this Work Order.*

**5. Termination :**

*The Work Order/Contract may be terminated on occurrence of any one or the entire following contingency:-*

*(a) On the expiry of the Work Order/Contract period without any prior notice.*

*Or*

*(b) If the Successful Bidder fails to commence the work within the stipulated period, the Work Order/Contract will be terminated without any notice and the security deposited shall stand forfeited.*

*Or*

*(c) In case the services rendered by the Successful Bidder are found unsatisfactory and fails to fulfill statutory obligations as laid in the Work Order by giving 1 months notice*

*Or*

*(d) Breach and violations of the terms and conditions of the Work Order*

*Or*

*(e) On any undue demand by the Successful Bidder which is ultra vires Work Order/Contract.*

**6. JURISDICTION :**

*Managing Director, shall have jurisdiction for any dispute concerning the Work Order.*

## **7. EXTRA CONDITION :**

*WBIDC has the right to assign this Work Order to any other company at any stage of execution if works found unsatisfactory and the Successful Bidder shall not have any objection to this effect.*

## **8. PENALTY :**

*Any non performance / indiscipline / violation of contractual obligation either through complaints or otherwise would be taken up by the Company and they would have the right to call for written explanation and impose financial penalty (10 % of the total payable amount) according to nature/extent of violation. If the occurrence of the same is repeated twice, then the Company shall have the right to terminate the contract & invoke and balance payable amount.*

## **9. FORCE MAJEURE**

*If the execution of the contract/ order is delayed beyond the period stipulated in the supply order as result of outbreak of hostilities, declaration of an embargo or blockade of road, fire, flood or any such act of nature, then WBIDC may allow such additional time by extending the project execution timeframe as considered to be justified by the circumstances of the case and its decision will be final. If additional time is granted by the WBIDC, the supply order shall be read and understood as if it had contained from its inception the execution date as extended.*

## **10. BREACH OF TERMS AND CONDITIONS:**

*In case of breach of any of terms and conditions mentioned in the NIT, the Competent Authority will have the right to cancel the work order without assigning any reason therefore and nothing will be payable by this WBIDC in that event and the performance bank guarantee shall also stand forfeited.*

## **11. OTHER TERMS AND CONDITIONS**

- i) Successful Bidder shall deal with and resolve each and every dispute which shall arise between the employees supplied by Successful Bidder on its own account. In case the workers / employees take recourse to actions such as strikes and other disputes affecting the Law and order in the said company, the Successful Bidder shall settle the same within two working days on its own account and responsibility. WBIDC shall not be responsible for any such acts caused as such.*
- ii) Any disputes arising between the WBIDC workers / employees and the Successful Bidder workers / employees will be settled by the WBIDC Management and in this issue the decision of the WBIDC Management will be held to be final and binding.*
- iii) In case WBIDC is unsatisfied with the performance of any of the employees / workers supplied by the Successful Bidder, the said employee / worker shall be withdrawn by Successful Bidder with immediate effect in the next two working days In the case of any further delay in carrying out the said action on behalf of Successful Bidder the said worker / employee shall be treated as outsider to WBIDC.*

- iv) *The employees of Successful Bidder providing the services shall always remain employees of Successful Bidder for the purpose of all compensation and employee benefits to the extent as agreed, in this tender. It is expressly clarified that the employees of Successful Bidder will not be considered the employees of WBIDC under any circumstances whatsoever and shall not be eligible to participate in any of the benefit or similar programs of WBIDC. Successful Bidder shall also inform all its employees providing services pursuant to this Tender that they will not be considered representatives or employees of WBIDC for any purpose whatsoever, and that WBIDC shall not be liable to any of them as an employer for any claims or causes of action arising out of or relating to their assignment.*
- v) *In case of any unexpected situations including any kind of accidents strictly in office hours / during official works inside the WBIDC Units / 310.36 acres land near Mangalpur Units, leading to death or disablement ( both temporary and permanent) of the workers / employees of Successful Bidder, WBIDC will not be responsible and liable for any accidents etc. arising to death and / or disablement (both temporary and permanent) of the workers / employees of Successful Bidder and the same will be settled taken care of by Successful Bidder on its own account.*
- vi) *Successful Bidder alone (and not WBIDC) shall be responsible or liable in any manner whatsoever for the payment of all or any, of their wages, emoluments or contributions for ESI & Provident Fund and SP hereby indemnify WBIDC for any loss or damage that may arise to WBIDC for the non performance of the obligations with regard to all or any statutory compliance to be carried out by Successful Bidder. It is expressly agreed by the Parties hereto that in the event of any dispute between any employee / worker of Successful Bidder, WBIDC shall not be involved in any manner whatsoever and that SP shall resolve the same without causing any disturbance to WBIDC's property, its business operations and services.*
- vii) *Successful Bidder shall be solely liable and responsible for payment of all salaries, wages, provident fund, ESI & or all other applicable statutory payments under laws of land. Successful Bidder will also be responsible of payment of all benefits to all persons employed by them under this contract.*
- viii) *In the event Successful Bidder chooses to sub-delegate any of the Services hereby agreed to be provided by it to WBIDC, bidder shall, take the prior consent of WBIDC before delegating its responsibilities under this tender to another Establishments, individual or group of Persons.*
- ix) *Successful Bidder shall obtain all Applicable Approvals as per the law of land at its own cost as required under various laws from time to time for rendering the Services to the Units*
- x) *Successful Bidder shall avail and maintain an insurance coverage of its employees / workmen to provide adequate cover against death disablement and temporary disablement or any other illness or injury which may arise during the course of their employment. The Successful Bidder shall pay all premiums in relation to such insurance policies i.e. Workmen's Compensation Policy, etc and shall also renew the insurance policies from time to time.*



- xi) *Any dispute or difference arising between the parties hereto regarding the, meaning or effect or obligation of the Parties hereto under this Tender or any para thereof or matter or thing herein contained or as to the rights and liabilities of the Parties hereto shall be referred to Managing Director, WBIDC.*
- xii) *WBIDC reserves the right to accept or reject any or all tenders without assigning any reasons thereof and is not bound to award work to the lowest Bidder.*

**12. Additional Condition**

*Any of the additional terms and conditions agreed upon between the Employer and Contractor shall also form a part of this tender document.*

**SECTION VI**  
**MODE OF SELECTION**

**1. Proposal Evaluation:**

- 1.1 *The Technical Proposal will be opened before the Tender Committee and after appraisal the technically qualified Bidder will be screened.*
- 1.2 *The date of opening of Financial Proposal will be informed to the technically qualified Bidders only.*
- 1.3 *The Part I Submission of the Proposal would first be checked for responsiveness with the requirements of the RFP (Stage I Evaluation).*
- 1.4 *In case the Proposal is found to be responsive, the Technical Proposal would be evaluated (Stage II Evaluation).*
- 1.5 *The Technical Proposal would be evaluated on the various aspects. As part of the evaluation of the Technical Proposal, WBIDC may also request the Bidder to submit clarifications.*
- 1.6 ***The Part II Submission shall be opened for evaluation of those bidders who will be technically qualified. The evaluation of the Part II Submission would be taken up only after the contents of the Technical Proposal are found to meet the requirements of this RFP. WBIDC reserves the right to reject the Proposal of a Bidder without opening the Part II Submission if, in its opinion, the contents of Part I Submission are not substantially responsive with the requirements of this RFP.***
- 1.7 *Part II Submission shall be opened with due intimation to all the technically qualified Bidders who have met the requirements of Stage I and Stage II evaluation.*

**2. Selection**

2.1 *Selection will be done on the basis of least cost basis (LCB) method.*

**2.2** *In the event of acceptance of the Proposal of the Preferred Bidder with or without negotiations, WBIDC shall declare the Preferred Bidder as the Successful Bidder. WBIDC will notify the Successful Bidder through a Letter of Acceptance (LoA) that its Proposal has been accepted*

**3. 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 firm has been notified that it has been awarded the contract.*

**4. Any data insufficiency in Technical Proposal & Financial Proposal will lead to rejection of RFP.**

*WBIDC reserves the right to accept or reject any of the RFPs 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.*

**5. 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 applicant independently.**

6. *All related correspondence as exchanged by the Bidders along with the RFP should contain no interlineations or overwriting, except as necessary to correct errors made by Bidders themselves or to evidence provision. The persons who signed the Proposal must initial any such corrections, interlineations or overwriting.*
7. *Any effort by a Bidder to influence WBIDC in examination, evaluation, ranking of proposals or recommendation for award of contract will result in rejection of the Bidder's Proposal.*

**SECTION VI**  
**ELIGIBILITY**

**A. Basic Eligibility:**

- *Intending bidders should have experience and successfully completed at least three land survey work with the help of Total Station during the last three years.*
- *The agencies having all total station survey equipments along with manpower and appropriate computer software etc will be preferred. (Relevant proof in this regard should be attached)*
- *Bidder should have technical, financial and managerial capabilities as provided herein;*
- *Bidder should have average annual financial turnover during the last three years of at least Rs. 30.00 Lakh (Rupees Thirty Lakh) only.*
- *Bidders should have technical person of minimum qualification of Diploma in Surveying having minimum 2(two) years experience.*

*N.B. :- Details communicational address of client must be indicated in the credential certificate of similar nature of work.*

**B.** *The agency who have been delisted or debarred by any government department shall not be eligible in any way.*

**C.** *Valid up to date clearance of Income Tax return / Professional Tax Clearance Certificate / P.T. (Deposit Challan) / Pan Card / Voter ID Card for self identification to be accompanied with the Technical Bid Documents, Income Tax Acknowledgement Receipt for latest assessment year to be submitted. [Non statutory Documents]*

**D.** *The prospective bidders or any of their constituent partner shall neither have abandoned any work nor any of their contract have been rescinded during the last 5 (five) years. Such abandonment or rescission will be considered as disqualification towards eligibility. (A declaration in this respect through affidavit has to be furnished by the prospective bidders without which the Technical Bid shall be treated nonresponsive.)*

**E.** *In case of Proprietorship, Partnership Firms and The Company Tax Audit Report in 3CD Form are to be furnished along with the balance sheet and profit and loss account, and all the schedules forming the part of Balance Sheet and Profit & Loss Account in favour of applicant. No other name along with applicant name, in such enclosure will be entertained. (Non-Statutory documents)*

**F.** *Registered Partnership Deed (for Partnership Firm only) along with Power of Attorney to be submitted along with application. (Non - Statutory documents).*

**G.** *Declaration regarding Structure and Organization duly signed by the applicant to be submitted along with application.*

**H.** *Where there is a discrepancy between the unit rate & the line item total by multiplication of the unit rate by the quantity, the unit rate quoted shall govern.*

**I.** *The Prospective bidder shall not have any pending litigation.*

# APPENDIX

**Appendix A**  
**Covering Letter**  
**(On the Letterhead of the Bidder)**

Date:  
To:

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---

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**Ref:** \_\_\_\_\_

*Dear Sir,*

*Being duly authorized to represent and act on behalf of ..... (hereinafter referred to as "the Bidder"), and having reviewed and fully understood all of the Proposal requirements and information provided and collected, the undersigned hereby submits the Proposal on behalf of \_\_\_\_\_ (Name of Bidder) for the captioned Project with the details as per the requirements of the RFP, for your evaluation. We confirm that our Proposal is valid for a period of 120 days from \_\_\_\_\_ (insert Proposal Due Date).*

*We also hereby agree and undertake as under:*

*Employer can amend the scope & value of the contract bid under this project.*

*Employer reserves the right to reject any application without assigning any reason;*

*Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects and we agree to the terms of the proposed Agreement, a draft of which also forms a part of the RFP document provided to us.*

*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 hereby certify and confirm that in the preparation and submission of our Proposal, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.*

*Yours faithfully,*

*For and on behalf of (Name of Bidder)*  
*Duly signed by the Authorized Signatory of the Bidder*  
**(NAME, TITLE AND ADDRESS OF THE AUTHORIZED SIGNATORY)**

**Appendix B**  
***Declaration by the Bidder***  
***(On the Letterhead of the Bidder)***

**DECLARATION BY THE BIDDER**

*I/We have inspected the site of work and have made myself/ourselves fully acquainted with local conditions in and around the site of work. I/We have carefully gone through the Notice Inviting Quotation and other tender documents mentioned therein along with the drawing attached.*

*My/Our Bid is offered taking due consideration of all factors regarding the local site conditions stated in this Detailed Notice Inviting Quotation to complete the proposed contract. I/We promise to abide by all the stipulations of the contract documents and carry out and complete the work to the satisfaction of the authority.*

*For and on behalf of (Name of Bidder)*  
*Duly signed by the Authorized Signatory of the Bidder*  
***(NAME, TITLE AND ADDRESS OF THE AUTHORIZED SIGNATORY)***

## **Appendix C**

### ***Details of Bidder (On the Letter Head of the Bidder)***

#### **1. Details of Organization:**

*(a) Name of the Organization*

*(b) Address*

*(c) Year of Establishment*

*(d) Status of the firm (Whether Company/Firm/Proprietary)*

*(e) Name of Directors/ Partners/Proprietor.*

*(f) Whether registered with the Registrar of Companies/Registrar of Firms. If so, mention number and date.*

*(g) Mention PAN No. of I.T and furnish copies of I.T return for last 3 years.*

*(h) Furnish copies of audited Balance Sheet and Profit & Loss Account (Audited) for the last three years i.e., as on 31.03.23, 31.03.22 & 31.03.21.*

*(i) If you are empanelled with other Govt. /Semi Govt. / Statutory Agency, if so, furnish details.*

*(j) Specify turnover in last 3 years. In Rs (Lakh) ( 2020-2021, 2021-2022, 2022-2023)*

*(k) Other relevant information*

*(A separate sheet may be attached if needed)*



## Appendix D

### **POWER OF ATTORNEY (On Stamp paper of relevant value)**

*Know all men by these presents, We.....(name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms.....(name and residential address) who is presently employed with us and holding the position of ..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for*

*“*  
\_\_\_\_\_”  
*including signing and submission of all documents and providing information/responses to WBIDC in all matters in connection with our Proposal for the said Assignment.*

*We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.*

*Dated this the Day of 2023*

*For.....*

*(Name and designation of the person(s)  
signing on behalf of the Bidder)*

*Accepted*

*.....(Signature)*

*(Name, Title and Address of the Attorney)*

*Date : .....*

*Note:*

- 1. To executed only if the Bidder is a Company or Partnership firm*
- 2. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. Copy of such document should be submitted along with the power of Attorney.*
- 3. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

## **Appendix E**

### **Format for Project Data Sheet**

*Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted. Completion certificates should be provided.*

*Firm's Name:* \_\_\_\_\_

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

*Note: a) Certificate from the Employers to be attached.*

*b) Non-disclosure of any information in the Schedule will result in disqualification of the firm*

*(c) No tender will be deemed to be fit for consideration unless the tender documents are fully and completely filled in. All information that may be asked from a tendered must be unequivocally furnished. Any tender which is incomplete or does not comply with the prescribed conditions or stipulations laid down herein to rejection at the time of opening or during subsequent scrutiny. Tender received with conditional rate will be liable to rejection at the time of opening.*

*(d) Canvassing in connection with the tender is strictly prohibited and a tenderer who resorts to this will render his tender liable to rejection.*

*(e) No alteration shall be permitted to be made by the tenderer in any tender after its submission.*

**Appendix F**

*(To be furnished in Non-judicial Stamp paper  
of appropriate value duly notarized)*

- 1. I, the under-signed do certify that all the statements made in the attached documents are true and correct. In case of any information submitted proved to be false or concealed, the application may be rejected and no objection/claim will be raised by the under-signed.*
- 2. The under-signed also hereby certifies that neither our firm M/S \_\_\_\_\_  
\_\_\_\_\_ nor any of constituent partner had been  
debarred to participate in tender by any Govt. Department during the last 5 (five) years prior to  
the date of this RFP.*
- 3. The under-signed would authorize and request any Bank, person, Firm or Corporation to furnish  
pertinent information as deemed necessary and/or as requested by WBIDC to verify this  
statement.*
- 4. The under-signed understands that further qualifying information may be requested and agrees to  
furnish any such information at the request of WBIDC.*
- 5. Certified that I have applied in the tender in the capacity of individual/ as a partner of a firm & I  
have not applied separately for the same job.*

*Dated this the Day of 2023*

*For.....  
(Name and designation of the person(s)  
signing on behalf of the Bidder)*

*Accepted*

*.....(Signature)*

*(Name, Title and Address of the Attorney)*

*Date : .....*

\_\_\_\_\_

## **Appendix G**

### **Format for Team members to be deputed**

*Using the format below, provide information on each team member to be deputed for the service.*

**Firm's Name:** \_\_\_\_\_

<i>Sl. No.</i>	<i>Name, Contact Nos. &amp; Email Address</i>	<i>Qualification and Name of the Institutes</i>	<i>Relevant Experience</i>	<i>Position in the Organization</i>	<i>Task Assigned</i>

*Note: A separate sheet may be attached if needed.*

**Appendix H**  
**Draft Consultancy Agreement**

THIS AGREEMENT (“Agreement”) is made on the day of \_\_\_\_\_, 2023 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 and assigns) of One Part

AND

..... **[the Firm (in case of Sole Bidder) or Lead Member of Joint Venture (in case of Joint Venture)]**, a company incorporated under the provisions of the Companies Act, 19561 and having its registered office at (hereinafter referred to as the “**Surveyor**”) which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns) of the Other Part.

WBIDC and the Consultant are collectively referred to as 'Parties' and individually as “Party”.

WHEREAS:

- A. WBIDC has undertaken development of industrial infrastructure at Industrial area at ..... in which all component of development such as road, water supply, electrical, sewerage, sump etc.
- B. WBIDC invited detailed proposals from Survey Agencies by open invitations through publishing Advertisement in various newspapers.
- C. In response thereto proposals were received from several persons including the Surveyor. After evaluating them, the Proposal submitted by the Surveyor has been accepted and Letter of Acceptance No..... dated.....was issued.
- D. The Surveyor covenants to undertake the Assignment as set forth in the Scope of Services in Schedule I (hereinafter referred to as “the Services”) and to perform, fulfill, comply with and observe all and singular provisions, conditions and requirements of this Agreement.
- E. In consideration thereof, WBIDC will pay to the Surveyor fee (hereinafter referred to as “the Fee”) and more particularly described in Clause 2 and will perform, fulfill, comply with and observe all singular provisions, conditions and requirements to the Agreement.
- F. RFP Document vide no ..... dated ..... and Letter of Acceptance No..... dated .....will be part of this Agreement

NOW, THEREFORE, in view of the foregoing and in consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

## 1. RELATIONSHIP BETWEEN THE PARTIES

Nothing contained herein shall be construed as establishing a relation of employer and employee or agent as between WBIDC and the Surveyor. The Surveyor, subject to this Agreement, has complete charge of personnel performing the Services and shall be fully responsible for the Services performed by it or on its behalf hereunder. The Agreement shall commence on the date it is executed by the Parties. All the provisions and terms and conditions of the RFP documents shall be part of this agreement and shall be binding on both the parties.

## 2. TIME SCHEDULE AND PAYMENT OF FEES

2.1 The key deliverables would be as per the following table:

Sl. No.	Activity / Deliverable	Elapsed Time
1	Measurement of total Area and Provide necessary supports to WBIDC for taking Physical Possession of Land	10 days from the date of signing of this Agreement
2	Taking Satellite Drone Image of the entire area	30 days from the date of signing of this Agreement
3	Submission of Draft Report and Draft Master Plan- 2 Set in A 2 Size and Auto CAD and pdf version of Drawings	30 days from the date of signing of this Agreement
4	Submission of Final Report and Final Master Plan- a) 4 Set in A 2 Size considering mouza and dag no., Water Body, Electric Lines etc. in Auto CAD and pdf version of Drawings b) 10 set in A3 Size showing only plot number and allotted area in Auto CAD and pdf version of Drawings	7 days from the date of approval of Point 3
5	Putting Concrete Pillar in all over the Project Boundary for proper identification of the Plot	10 days from the date of approval of Point 4

2.2 The fee payable by WBIDC to the Surveyor for the Services shall be a consolidated sum of Rs. .... (Rupees..... ) (Surveyor Fee) the same shall be payable as per the following table:

<b>Sl. No.</b>	<b>Deliverables / Milestones</b>	<b>Percentage (%)</b>	<b>Fees payable (Rs.)</b>
1	Measurement of total Area and Provide necessary supports to WBIDC for taking Physical Possession of Land	25	
2	Taking Satellite Drone Image of the entire area	10	
3	Submission of Draft Report and Draft Master Plan	25	
4	Submission of Final Report and Final Master Plan	10	
5	Putting Concrete Pillar in all over the Project Boundary for proper identification of the Plot	20	
6	After completion of 6 months	10	
	<b>Total</b>	<b>100</b>	

**Security Deposit:**

- a. WBIDC will retain an amount equivalent to **10% of the total fee termed as Security Deposit** which would be released after completion of the Defect Liability Period. **Defect Liability period will be six months from the day of Submission of Final Report and Final Master Plan/ Concrete Pillaring.**

2.3 The Surveyor Fees is inclusive of all out pocket expenses incurred by the Surveyor towards travel, documentation, communication any other expenditure. The Surveyor Fee shall not include GST, which shall be payable extra by WBIDC at prevailing rate.

2.4 WBIDC shall finalize all reports/documents to be submitted by the Surveyor under this Agreement by itself or through an external agency appointed by WBIDC. WBIDC shall finalize such reports/documents within 10 days from the date of receipt of same from the Surveyor.

2.5 The Surveyor shall raise an invoice against WBIDC as per Payment Terms. Within 30 days from the date of receipt of such invoice, WBIDC shall make payment to the Surveyor.

**3. Duration of Contract :**

60 days

**4. Termination :**

The Work Order/Contract may be terminated on occurrence of any one or the entire following contingency:-

(a) On the expiry of the Work Order/Contract period without any prior notice.

Or

(b) If the Successful Bidder fails to commence the work within the stipulated period, the Work Order/Contract will be terminated without any notice and the security deposited shall stand

*forfeited.*

*Or*

*(c) In case the services rendered by the Successful Bidder are found unsatisfactory and fails to fulfill statutory obligations as laid in the Work Order by giving 1 months notice*

*Or*

*(d) Breach and violations of the terms and conditions of the Work Order*

*Or*

*(e) On any undue demand by the Successful Bidder which is ultra vires Work Order/Contract.*

## **5. JURISDICTION :**

*Managing Director shall have jurisdiction for any dispute concerning the Work Order.*

## **6. EXTRA CONDITION :**

*WBIDC has the right to assign this Work Order to any other company at any stage of execution and the Successful Bidder shall not have any objection to this effect.*

## **7. PENALTY :**

*Any non performance / indiscipline / violation of contractual obligation either through complaints or otherwise would be taken up by the Company and they would have the right to call for written explanation and impose financial penalty (10 % of the total payable amount) according to nature/extent of violation. If the occurrence of the same is repeated twice, then the Company shall have the right to terminate the contract & invoke and forfeit balance amount.*

## **8. FORCE MAJEURE**

*If the execution of the contract/ order is delayed beyond the period stipulated in the supply order as result of outbreak of hostilities, declaration of an embargo or blockade of road, fire, flood or any such act of nature, then WBIDC may allow such additional time by extending the project execution timeframe as considered to be justified by the circumstances of the case and its decision will be final. If additional time is granted by the WBIDC, the supply order shall be read and understood as if it had contained from its inception the execution date as extended.*

## **9. BREACH OF TERMS AND CONDITIONS:**

*In case of breach of any of terms and conditions mentioned in the NIT, the Competent Authority will have the right to cancel the work order without assigning any reason therefore and nothing will be payable by this WBIDC in that event and the performance bank guarantee shall also stand forfeited.*

## **10. OTHER TERMS AND CONDITIONS**

*a) Successful Bidder shall deal with and resolve each and every dispute which shall arise between the employees supplied by Successful Bidder on its own account. In case the workers / employees*



take recourse to actions such as strikes and other disputes affecting the Law and order in the said company, the Successful Bidder shall settle the same within two working days on its own account and responsibility. WBIDC shall not be responsible for any such acts caused as such.

- b) Any disputes arising between the WBIDC workers / employees and the Successful Bidder workers / employees will be settled by the WBIDC Management and in this issue the decision of the WBIDC Management will be held to be final and binding.
- c) In case WBIDC is unsatisfied with the performance of any of the employees / workers supplied by the Successful Bidder, the said employee / worker shall be withdrawn by Successful Bidder with immediate effect in the next two working days In the case of any further delay in carrying out the said action on behalf of Successful Bidder the said worker / employee shall be treated as outsider to WBIDC.
- d) The employees of Successful Bidder providing the services shall always remain employees of Successful Bidder for the purpose of all compensation and employee benefits to the extent as agreed, in this tender. It is expressly clarified that the employees of Successful Bidder will not be considered the employees of WBIDC under any circumstances whatsoever and shall not be eligible to participate in any of the benefit or similar programs of WBIDC. Successful Bidder shall also inform all its employees providing services pursuant to this Tender that they will not be considered representatives or employees of WBIDC for any purpose whatsoever, and that WBIDC shall not be liable to any of them as an employer for any claims or causes of action arising out of or relating to their assignment.
- e) In case of any unexpected situations including any kind of accidents strictly in office hours / during official works inside the WBIDC Units / 310.673 acres land near MangalpurUnits, leading to death or disablement ( both temporary and permanent) of the workers / employees of Successful Bidder, WBIDC will not be responsible and liable for any accidents etc. arising to death and / or disablement (both temporary and permanent) of the workers / employees of Successful Bidder and the same will be settled taken care of by Successful Bidder on its own account.
- f) Successful Bidder alone (and not WBIDC) shall be responsible or liable in any manner whatsoever for the payment of all or any, of their wages, emoluments or contributions for ESI & Provident Fund and SP hereby indemnify WBIDC for any loss or damage that may arise to WBIDC for the non performance of the obligations with regard to all or any statutory compliance to be carried out by Successful Bidder. It is expressly agreed by the Parties hereto that in the event of any dispute between any employee / worker of Successful Bidder, WBIDC shall not be involved in any manner whatsoever and that SP shall resolve the same without causing any disturbance to WBIDC's property, its business operations and services.
- g) Bidder shall be solely liable and responsible for payment of all salaries, wages, provident fund, ESI & or all other applicable statutory payments under laws of land. Successful Bidder will also be responsible of payment of all benefits to all persons employed by them under this contract.
- h) In the event Successful Bidder chooses to sub-delegate any of the Services hereby agreed to be provided by it to WBIDC, SP shall, take the prior consent of WBIDC before delegating its responsibilities under this tender to another Establishments, individual or group of Persons.

- i) *Successful Bidder shall obtain all Applicable Approvals as per the law of land at its own cost as required under various laws from time to time for rendering the Services to the Units*
- j) *Successful Bidder shall avail and maintain an insurance coverage of its employees / workmen to provide adequate cover against death disablement and temporary disablement or any other illness or injury which may arise during the course of their employment. The Successful Bidder shall pay all premiums in relation to such insurance policies i.e. Workmen's Compensation Policy, etc and shall also renew the insurance policies from time to time.*
- k) *Any dispute or difference arising between the parties hereto regarding the, meaning or effect or obligation of the Parties hereto under this Tender or any para thereof or matter or thing herein contained or as to the rights and liabilities of the Parties hereto shall be referred to Managing Director, WBIDC.*
- l) *WBIDC reserves the right to accept or reject any or all tenders without assigning any reasons thereof and is not bound to award work to the lowest Bidder.*

**11. Additional Condition**

*Any of the additional terms and conditions agreed upon between the Employer and Surveyor shall also form a part of this tender document.*

**12. RESPONSIBILITIES AND OBLIGATIONS OF THE CONSULTANT**

*The Consultant shall:*

- a. *Provide manpower in accordance with **as per with RFP Document;***
- b. *provide the Services in accordance with **as per with RFP Document;***
- c. *exercise the degree of skill, care and diligence normally exercised by members of the profession performing services of a similar nature;*
- d. *be bound to comply with any written direction of WBIDC to vary the scope sequence or timing of the Services; and use all reasonable efforts to inform itself of WBIDC's requirements for the Deliverables for which purpose the Surveyor shall consult WBIDC throughout the performance of the Services.*

**13. CONFIDENTIALITY AND PUBLICITY**

*The Surveyor shall treat the details of the output of the assignment and the Services as confidential and for the Consultant's own information only and shall not publish or disclose the details of the output, deliverables / milestones submitted to WBIDC or the Services in any professional or technical journal or paper or elsewhere in any manner whatsoever without the previous consent in writing of WBIDC.*

**14. CONSULTANT'S REPRESENTATIVES**

*The Surveyor shall deploy representative for the work as mentioned in RFP Document*

- 14.1 *Unless otherwise agreed, WBIDC shall have the copyright on all the reports, documents, maps etc., authored, prepared or generated during the course of the Services to be provided by the Consultant.*
- 14.2 *WBIDC may extend the service for other industrial areas also in the same terms and conditions, if required, subject to mutual consent of both the parties. However, fee would be in proportion of land size of the industrial area.*

## **15. COMPLIANCE WITH LAWS**

*The Surveyor shall take due care that all its documents comply with all relevant laws and statutory regulations and ordinances, guidelines in force which includes all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgments, decrees, injunctions, writs of or orders of any court of record, as may be in force and effect during the subsistence of this Agreement applicable to the Surveyor.*

## **16. GOVERNING LAW AND JURISDICTION**

*This Agreement shall be governed by the laws of India. The Courts at Kolkata shall have jurisdiction over all matters arising out of or relation to this Agreement.*

## **17. NOTICES**

*Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognized international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses mentioned here in above.*

## **18. TRANSFER OR ASSIGNMENT**

*No Party may assign its interests in the Agreement without the prior written consent of the other Party. Unless specifically stated to the contrary, in any written consent to an assignment, no assignment shall release or discharge the assignor from any obligation under this Agreement.*

## **19. VARIATIONS**

*WBIDC may, by written notice to the Surveyor, direct the Surveyor to vary the scope, sequence or timing of the Services with suitable compensation for such variation to be agreed mutually and the Consultant shall be bound to comply with that direction.*

## **20. LIABILITY:**

*The Surveyor shall be liable for 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.*

**21. OWNERSHIP OF DOCUMENTS & COPY RIGHTS:**

*The copyright of Interim Reports, Design Reports, Tender Documents, Costs Estimates, Bill of Quantities, 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*

**22. 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.*

**23. 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.*

**24. CODE OF PRACTICE:**

*The report for all works shall confirm to local building bye laws and other state regulation as well as to relevant latest Indian Standard Specifications and/or Standard code of Practice. All reports, computations etc. shall be submitted in English language and in metric/SI units.*

*EXECUTED BY West Bengal Industrial Development Corporation  
by being signed by a duly authorized officer in the presence  
of:*

*Title: \_\_\_\_\_*

*Witness:1. \_\_\_\_\_*

*2. \_\_\_\_\_*

*EXECUTED BY by ..... being signed by a duly  
authorized officer in the presence of:*

*Title:.....*

*Witness:1. ....*

*2. ....*

# **Schedule I**

## **Scope of Work**

*The detailed Scope of Work for the above mentioned works is as follows and will be carried out in stages:*

- a) Field verification of property line of the Park based on the Record of Rights (ROR) for the land and digitized Mouza Maps (To be procured from BLLRO office by the Survey Agency).**
- b) Identification of land and preparation of drawing (superimposed on Mouza Map) based on field verification.**
- c) Demarcation of roads and Boundary lines.**
- d) Demarcation of Drainage, Street Lights, High Mast, Island, Railway Line, WBSEDCL Lines, WBSETCL Towers and Lines etc.**
- e) Demarcation of existing water bodies**
- f) Demarcation each of the infrastructures created**
- g) Fixing of RCC pillars in all over 310.36 acres land. Size of pillar is 250x250x750 mm as per enclosed drawings.**
- h) Fixing of original Global co-ordinate using DGPS.**
- i) Preparation of Revised Master Plan**
- j) Measurement of total Area**
- k) Provide necessary supports to WBIDC for taking Physical Possession of Land**
- l) Taking Satellite Drone Image of the entire area**
- m) Preparation 'As Built' Master Plan including all types of utility line layout like Gas, water, power etc.**
- n) Putting Concrete Pillar in all over the Project Boundary for proper identification of the Plot**