



## **Request for Proposal**

**For**

**Land Managementservices for WBIDC Ltd.**

**at**

**the office building of West Bengal Industrial Development Corporation Limited,**

**at**

**“PROTITI”, 23, Abanindranath Thakur Sarani, (Camac Street), Kolkata 700 017**

**E-RFP REFERENCE NO: PI/Land/3/2018**

**Tender ID No:- 2018\_WBIDC\_200571\_1**

**Proposal Issue Date : 10/12/2018**

**Last date for online bid bidsubmission: 17/12/2018**

**West Bengal Industrial Development Corporation Ltd.**

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

**Protiti, 23 Abanindranath Tagore Sarani**

**Kolkata – 700017, West Bengal**

**Tel : +91-33-22553700**

**Fax : +91-33-22553737**

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

## **Disclaimer**

1. *The purpose of this RFP document is to provide the Bidder(s) with information to assist in 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 and it is not possible for WBIDC 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 should obtain the necessary advice from appropriate sources of 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.*
  
2. *WBIDC reserves the right to reject the process of tender or update, amend or supplement any of the information in this RFP document as and when necessary as may be decided as its discretion.*

## Table of contents

<b>Section Number</b>	<b>Section Details</b>	<b>Page No.</b>
<b>I</b>	<b>LIST OF IMPORTANT DATES</b>	<b>4</b>
<b>II</b>	<b>PRESS NOTICE</b>	<b>5</b>
<b>III</b>	<b>INTRODUCTION TO BIDDERS</b>	<b>6-10</b>
<b>IV</b>	<b>TERMS &amp; CONDITIONS</b>	<b>11-13</b>
<b>V</b>	<b>PAYMENT TERMS &amp; COST INVOLVEMENT</b>	<b>14</b>
<b>VI</b>	<b>BID OPENING &amp; BID EVALUATION</b>	<b>15-16</b>

### ANNEXURES

<b>ANNEXURE-I</b>	<b>AFFIDAVIT</b>	<b>17</b>
<b>ANNEXURE-II</b>	<b>DETAILS OF THE BIDDER</b>	<b>18</b>

## **LIST OF IMPORTANT DATES**

1. *Name of the work* : **Land management services for WBIDC Ltd.**
  
2. *Date of issue of Notice Inviting Bid* : **10/12/2018**
  
3. *Time and Date of Pre-Bid Meeting* : **14/12/2018 at 15:30hours**
  
4. *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(online)* : **10/12/2018 from 15.30 hrs.**
  
6. *Bid Submission closing (online)* : **17/12/2018 from 12.00 noon**
  
7. *Time and Date for opening of the Bid/Bids* : **20/12/2018 from 12.00 noon(technical)  
Financial bid opening time shall be notified later**
  
8. *Bid validity period.* : **60 (Sixty) Days from the last date of bid submission**

## **PRESS NOTICE**

### **WEST BENGAL INDUSTRIAL DEVELOPMENT CORPORATION LIMITED**

**'PROTITI' 23, Abanindranath Thakur Sarani (Came Street), Kolkata - 700 017**

#### **Tender Reference No: PI/Land/3/2018**

Tenders invited from agencies for “Land Management service for WBIDC Ltd.” Details are available at WBIDC website ([www.wbidc.com](http://www.wbidc.com))”.

## **Chapter-I**

### **INTRODUCTION TO BIDDERS**

e-tenders in prescribed format are invited by ‘West Bengal Industrial Development Corporation Ltd.’ from bona fide, experienced & reputed agencies of good financial standing in two steps bidding system, as specified below:-

**Step-I : Technical Bid,**

**Step-II : Price Bid,**

**For Overall management of the Land Division of WBIDC Ltd.** at “PROTITI”, 23, Abanindranath Thakur Sarani, (Camac Street), Kolkata 700 017. The scope of work is detailed below;

#### **1. Indicative Scope of Work of the Land Division at WBIDC Ltd.**

- (i) Reviewing title deed and related documents
- (ii) Digitisation of existing land records
- (iii) Verification of land schedule,
- (iv) Confirmation of mutation & conversion
- (v) Land revenue calculation
- (vi) Verification of mortgages on leased or assigned properties
- (vii) Market assessment of rent/sale price

**The selected agency is required to deploy 2 (two) personnel on full time basis at WBIDC to function under supervision and direction of the Advisor (Land), WBIDC Ltd. Required office space along with essential amenities would be provided for the deployed personnel at WBIDC “PROTITI”, 23, Abanindranath Thakur Sarani, (Camac Street), Kolkata 700 017.**

Such personnel must have thorough idea and experience on land related works and possess basic computer and internet working knowledge.

The proposed resource personnel to be deployed would be assessed as per criteria mentioned in this NIT.

The successful bidder can deploy the resource personnel from such date and time only on confirmation from WBIDC

(viii) **The Scope of Work mentioned above is indicative** and does not include all activities of the Department. **Prospective agencies are encouraged to visit WBIDC office to understand the scope of work of its Land division.**

(ix) The selected agency will have to sign a **Non-disclosure Agreement** with WBIDC before initiation of work. Format of such agreement shall be provided alongwith the Work Order, upon selection.

**2. Eligibility Criteria and Essential Technical requirement of the Agency:** The Agency/Company must fulfill the following criteria:-

- (i) Prior experience of at least 3 (three) years in providing land advisory services /managing land related works with or for any Government organization/ Government undertaking/ Corporate/ Private sector etc.
- (ii) Must be a company incorporated under the Companies Act or a partnership firm registered under the Partnership Act/ LPA Act having registration with valid registration number and having PT Registration.
- (iii) Participating vendors should have at least one office in Kolkata. In case the agency is having PAN India existence, details of all offices shall be provided under Non Statutory Documents section, as mentioned below.
- (iv) There should not be any legal proceeding(s) and / or Industrial dispute(s) related to claiming of wages or any other payment related matters, initiated by any present or previous employee of the bidder / any partner of the bidder (if the bidder is a partnership firm). This will have to be supported by an appropriate Declaration in the form of an Affidavit which, if found false, would not only lead to criminal prosecution, but may also lead to termination of the contract and award of the work to another vendor at the bidders risk and cost.
- (v) Companies with ISO Certification shall be preferred.

**3. Duration of the contract:-** The contract is being offered for **an initial period of three (3) years**, w.e.f. the date of signing the Contract Agreement, provided their service is considered as satisfactory by WBIDC. The contract may be renewed after 3 years and further negotiation may be done with the agency or alternatively, a fresh tendering process may be followed. The contract shall be in force for the period stipulated in the contract, and on the expiry thereof, it will be deemed to have been terminated automatically unless otherwise intimated in writing.

**Further**, the Vendor will not have any right either to demand any fresh contract for another term or to continue the same.

**Notwithstanding** anything contained in other clauses of the tender document, the contract will automatically be terminated.

**4. Other Terms & Conditions:-**

- (i) While the contract is still valid, it may so happen that the service rendered by the personnel deployed by the agency at the WBIDC office is not found to be

satisfactory. Under such circumstances, the agency shall be ready to immediately replace them without any additional charges.

(ii) Bidders must furnish full data and information about it, as specified in the Tender Document. Based on the evaluation made by WBIDC on the proposals submitted by the bidders, one bidder from the participating bidders may be selected.

(iii) Award of the contract is at the sole discretion of the Competent Authority of WBIDC. Proposal of the successful bidder would form the basis for future negotiation and lead to signing of a 'Contract Agreement'.

(iv) WBIDC reserves the right to assess the bidder's capability and capacity to perform the contract, should the circumstances warrant such an assessment in the overall interest of WBIDC and the decision of WBIDC in this regard shall be final and binding.

## 5. Bid Structure

This is a two step bid system i.e Step-I:: Technical Bid and Step-II: Price Bid

### i. Step –II Technical Bid:

*The Technical Proposal should contain the following:*

- RFP Document
- All Annexures
- All documents listed in the below mentioned box. The documents should be digitally signed.

Sl. No.	Category Name	Sub category Description	Details
1.	Certificate	Company Details & Certificates	<p>(i) Name and address of the agency, telephone number, fax, mobile number, email address, Name of the Contact Person</p> <p>(ii) Type of organization (Whether partnership, private limited, limited company)</p> <p>(iii) Last 3 years income-tax return copy</p> <p>(iv) GST Registration Certificate;</p> <p>(v) Firm Registration Certificate</p> <p>(vi) IT registration certificate and PAN Card Xerox copy</p> <p>(vii) Year of formation of the company</p> <p>(viii) ISO Certificate details (if any)</p>
2.	Credential	Credential	<p>a. Report on overall understanding of the Scope of work of the Land division of WBIDC</p> <p>b. Details of Key Personnel of the Organization/ <b>Name and</b></p>



			<p><b>address</b> of the directors /partners alongwith their qualification and experience</p> <p><b>c.</b> Details of land related major projects handled with all supporting Documents.</p> <p><b>d.</b> Profile of proposed personnels for deployment at WBIDC office at Protiti.</p> <p><b>e.</b> Name(s) of Agency's clients ( atleast two), to whom Agency provides similar services.</p>
3.	Financial Information	P/L & Balance Sheet	of Last 3 years
4.	Stamp paper	Joint Venture Agreement	Copies of Partnership Deed in case of partnership Firm, Memorandum & Articles of Association in case of a Company
5.	Others		<p><b>(i)</b> Name and details (contact no. etc.) of at least 2 (two) points of contact</p> <p><b>(ii)</b> Change of the firm name at any time. If so, when and reason thereof</p> <p><b>(iii)</b> Details of branches within or outside the state/ country.</p> <p><b>(iv)</b> Any sister concerns and their address</p>

Bidders not fulfilling the technical requirements as mentioned above should not be considered for opening of Price Bid. Such unopened price bid(s) shall be returned to the vendor.

**ii. Part III Financial Proposal :-**

The Financial Proposal contains the following:

- (i)** Price bill of as per term of reference given.

**Note:**

1. The Financial Proposal is inclusive of all out of 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 the amount quoted in figures and words, the lower value would be considered for evaluation.
4. Enhancement of Service Charges at any point of time during the tenure of the contract will not be considered.

**Submission of all applicable documents as mentioned above are compulsory for acceptance of the bid.**

WBIDC shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

**Bid Submission:** Bids shall be submitted online only.

WBIDC may at its sole discretion, extend the deadline for submission of bids, till any time prior to 2 days of the deadline of bid submission, by issuing an amendment, which will however be circulated to all bidders by WBIDC. In case of amendment in the bid document, WBIDC may, at their own discretion, extend the bidding period, only under exceptional circumstances.

WBIDC will not entertain any request from any bidder to extend the bidding period.

## **CHAPTER II**

### **Terms & Conditions**

1. The Corporation at its discretion, may terminate the contract in the event of non-compliance of West Bengal State Government rules and regulations, as applicable. The Agency will be responsible for any fine due to non-compliance of any such Acts, Rules and Regulations.
2. **The contractor/agency should not sublet the work to any other agency in any case.**
3. The personnel to be deployed by the Agency shall not have any right to claim any employment at any time for any reason whatsoever and the Corporation shall have no responsibility or liability, in this regard. The personnel engaged shall always be on the payroll of the agency concerned.
4. The selected vendor, being the immediate employer of the personnel deployed by them, will be solely responsible for their job transfer/shifting/lay-offs and temporary or permanent period of unemployment stature.
5. The vendor should conduct Police Verification of the candidates to be deployed at WBIDC.
6. The selected candidates may be recruited at the office of WBIDC Ltd. At Protiti building, 23, Abanindranath Thakur sarani, Kolkata- 700017 or may be posted at different Industrial Parks or any other location as per discretion of WBIDC.
7. The personnel deployed by the Agency, if found associated with any activities against the interest of the Corporation and/or not complying fully with the standing orders/Rules & Regulations of the Corporation shall be liable to be removed either on the order of the agency or on such directive made by the Competent authority of WBIDC Ltd.
8. The Agency shall submit to the authority a list of personnel engaged by Agency along with their details (Name, Designation, Permanent Address, Qualification, Date of Birth with supporting documents) at the beginning of the contract.
9. The Agency shall not change any personnel without prior permission of the concerned authority of the Corporation. However, WBIDC may ask for replacement of any such personnel, if found to be unfit.
10. The Security Deposit of the selected vendors will be forfeited in case of breach of any clause of the agreed service contract.

**11. Settlement of disputes:-** For any dispute arising during the bidding process, the decision of WBIDC shall be final and be binding both parties.

**12. Right to Accept/ Reject Bid** WBIDC reserves the right to accept or reject any or all bids received by it, without assigning any reason therefore, and thereby will not be liable to incur any liability of such rejected bidders.

WBIDC shall reject the bid where a prospective bidder or anyone on behalf of such bidder, directly or indirectly, offer any illegal means or ways to WBIDC with a view to secure the bid or makes any false or misleading statement to influence WBIDC in any way in the process of evaluation, clarifications, examination or comparison of bids.

**13. Indemnification:-** The bidder or their authorized representative(s) will indemnify WBIDC and their officers from and against all liability, direct/ indirect arising out of the bidding process.

**14. Penalty Clause:-** If the Contractor neglects and fails to fulfill his contractual obligation due to reasons attributable to him the same should be considered as a breach of contract on the part of the Contractor. Under such cases, WBIDC would have full right to terminate the contract with imposition of penalty & forfeiture of the Security Deposit. The quantum of penalty will be determined by WBIDC. Regarding the determination of penal amount, the decision of WBIDC will be treated as final and binding.

**15. Late Bids:-** Any bid received by WBIDC after the scheduled bid submission date, will not be accepted by WBIDC for opening.

**16. Clarifications:-** WBIDC may call for clarifications regarding certain aspects of the bids received. Such clarifications should be provided by the vendors in writing within the time specified by WBIDC and would be considered as a part of the bid.

**17. Law applicable:-** Indian law, as and where applicable in this tendering process, should be followed. No cases should be entertained beyond the jurisdiction of Kolkata.

**18. Validity of Bids:-** The bid shall remain valid and open for acceptance for a period of 60 days after the due date of closing of bid submission.

**19. Initiation of work:-**The work should be initiated within 7 (Seven) days from the date of signing the agreement by both the parties.

- 20. Currency of Bid**:- All amounts in the bid should be expressed in Indian Rupee.
- 21. Additional Information**:- The bidder may add any further information that he/ she considers relevant for the evaluation of the bid.
- 22. Legal Jurisdiction**: Any legal dispute would be dealt under the Jurisdiction of Calcutta High Court only.
- 23. Notification of Award**:- Prior to the expiry of the period of bid validity or subsequent extension, WBIDC will issue a Letter of Intent (LOI) to the successful bidder in writing.
- 24. Contract Agreement**:- Within seven days of the receipt of LoI, the selected bidder shall enter into a Contract Agreement with WBIDC duly signed and executed on stamp paper of appropriate value adjudicated by the relevant Competent Authority.

## CHAPTER III

### **Payment Terms & Cost involvement**

1. **Bid preparation cost:-** The bidders shall bear all the costs (inclusive of the cost of data collection, preliminary survey, advisory cost or any other related cost) to be incurred by them pertaining to participation in the tender process. WBIDC will not under any circumstances compensate the bidder for any such expenses.
2. **Security Deposit:-** The successful bidder shall have to remit 10% of this bid amount or Rs. 2 lacs (whichever is higher) as Security Deposit. Necessary receipt may be collected from Accounts Department in favor of the same. On successful completion of the contract (if extended, then after extended period of completion of contract) the same will be refunded to the vendor, after any applicable adjustment thereof. Deduction from the Security Deposit is applicable in case of any damage occurred, as per rate fixed by WBIDC.

The Security Deposit may be forfeited in case of non-abidance of any terms and conditions, as put up by WBIDC in this Tender Document.

3. **Monthly Payment:** The Agency shall submit a monthly bill in triplicate and copy of attendance register of the deployed personnel, duly signed and certified by an authorized representative of the agency, of each month, by 1<sup>st</sup> week of the following month and accordingly the authority will settle the bill in due course.

Under certain circumstances, settlement of monthly bill raised by the vendor, might take more than usual time. However, under such cases, a credit period of two months should be provided by the agency and the agency should not stop paying salary to its employees, on time, hat is by 10<sup>th</sup> of every month.

The agency shall be liable for all payments to their employees for performance of duty and WBIDC Ltd., in no events will be liable or responsible for any payment other than the payment stipulated in the contract.

It will be the sole responsibility of the Agency to ensure all sorts of payment to his employees and submission of returns on time as required by various Statutory/Authorities concerned.

4. **Termination:-** In the event of breach of any of the terms and conditions specified in the agreement/ tender documents/ Work Order, by the vendor, the contract will be terminated by giving one month notice and the security deposit will be forfeited. Under no circumstances the employees deployed by the agency be allowed to call for strike etc. and the agency will take all responsibility to prevent such things.

**CHAPTER IV**  
**BID OPENING & BID EVALUATION**

1. **Opening of Tender:** The tenders will be opened online. Any effort by the bidder to influence the WBIDC regarding the processing and selection of vendor shall result in rejection of the bid of such bidder.
2. **Evaluation of Tender:** WBIDC Ltd., reserve the right to accept or reject any or all tenders or cancel/withdraw the invitation of tender, without assigning any reason for such decision. Such decision by the WBIDC Ltd., shall not be subject to question by any tenders and the WBIDC Ltd., shall bear no liability consequent upon such decision. Bidder fulfilling the above specified bidding system most suitably, may be selected. WBIDC does not bind itself to accept the rate quoted by the lowest tenderer.
3. **Evaluation Process:-** Technical bid and price bid together will be used to choose “techno-commercially” lowest bidder. **Total Technical Bid score, out of 100 shall be converted to weightage of 80 and total Price Bid score, out of 100 shall be converted to weightage of 20.**

**Break up 100 marks in Technical Bid is as stated below;**

**A. Prior experience of the Organization in land related matters only:-**

**(Total 25 marks)**

- (i) **Numbers of years in operation:-**
- |                       |            |
|-----------------------|------------|
| ≤ 3 yrs.              | = 5 marks  |
| ≥ 3 yrs. but ≤ 5 yrs. | = 7 marks  |
| ≥ 5 yrs.              | = 10 marks |
- (ii) **Assignments (land related only):-**
- |                    |            |
|--------------------|------------|
| 1 to 3 assignments | = 10 marks |
| > 3 assignments    | = 15 marks |

**B. Experience of key personnel of the Organization in land related field:-**

**(Total 25 marks)**

- for
- |                        |            |
|------------------------|------------|
| ≤ 5 yrs.               | = 5 marks  |
| ≥ 5 yrs. but ≤ 15 yrs. | = 15 marks |
| ≥ 15 yrs.              | = 25 marks |

**C. Profile of the personnel to be deployed at WBIDC**

**(Total 40 marks)**

- (i) **Prior experience in working with GoWB**
- |                        |            |
|------------------------|------------|
| 5 yrs.                 | = 5 marks  |
| ≥ 5 yrs. but ≤ 15 yrs. | = 15 marks |
| ≥ 15 yrs.              | = 15 marks |
- (ii) **Landrelated work experience**
- |                        |            |
|------------------------|------------|
| 5 yrs.                 | = 5 marks  |
| ≥ 5 yrs. but ≤ 15 yrs. | = 10 marks |
| > 15 yrs.              | = 20 marks |
- (iii) **Knowledge in computer and internet**      5 marks

**D. Empanelment with GoWB/ agency (to be described)**

**(Total 10 marks)**

**4. Assessment of 100 marks with weightage of 20, shall be made as below;**

The lowest price bid will be given a score of 100 (out of 100) and get weightage of 20. All price bids which are over the lowest price bid will have points deducted as per the following rule:

1 point for each 2.5% or part thereof over the lowest price bid.

**Example**

Consider, **Agency A** and **Agency B** are the two participating vendors and;

**In the Technical Bid**, Agency A has scored 80 out of 100 and Agency B has scored 70 out of 100. Hence, in the Technical Bid, Agency A will get weightage of 64 and Agency B will get weightage of 56.

**In the Financial Bid**, Agency A has quoted Rs. 24 lacs in a year and Agency B has quoted Rs. 30 lacs in a year. Since, Agency A has quoted lowest (consider Agency A and Agency B are the only two participants), they will score 100 and get weightage of 20. As, Agency B has quoted 25% ( $6/24 \times 100$ ) higher than Agency A, hence 10 point ( $25/2.5$ ) will be deducted and weightage of 10 will be assigned to them.

Hence, total weightage for Agency A =  $64+20=84$   
total weightage for Agency B =  $56+10=66$ .

**Hence, Agency A may be selected.**



## **ANNEXURE-I**

### **AFFIDAVIT**

*(On non-judicial stamp paper of Rs. 10)*

*I, the undersigned, do hereby certify that all the information supplied hereby is accurate, true and correct, to the best of my knowledge.*

*The undersigned authorizes and requests any bank/person/firm or corporation to furnish pertinent information deemed necessary and requested by the Competent Authority of WBIDC, to verify our company's standing.*

*The undersigned understands and agrees that further pertinent information may be asked by WBIDC and hence, the undersigned agrees to provide the same in future.*

*I understand that furnishing of false information may result in disqualifying the contract at any point of time and WBIDC may also proceed against us on legal ground.*

**ANNEXURE II**  
***Details of the Bidder***

***(On the Letter Head of the Bidder, to be filled separately for both the members of Joint Venture/LLP)***

**1. Details of Organization:**

*(a) Name of the Bidder*

*(b) Address*

*(c) Year of Establishment*

*(d) Status of the bidder(Whether Company/Partnership Firm (registered) /Pvt. Ltd /LLP)*

*(e) Name of Directors/ Partners.*

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

*(g) Mention GST no. PAN No. of I.T and furnish copies of I.T return for last 3 years and furnish payment of updated Service Taxes and Service Tax Registration number.*

*(h) Furnish copies of audited Balance Sheet and Profit & Loss Account (Audited) for the last three years*

*(i) If the bidder is empanelled with other Govt. /Semi Govt. / Statutory Agency, if so, furnish details.*

*(j) Specify turnover in last 3 years. In Rs (Lakhs) Other relevant information*

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

***2. Details of individual(s) who will serve as the point of contact / communication for WBIDC with the Bidder:***

*(a) Name :*

*(b) Designation :*

*(c) Company/Firm/LLP/Ltd./ Pvt. Ltd. :*

*(d) Address :*

*(e) Telephone number :*

*(f) E-mail address :*

*(g) Fax number :*

*(h) Mobile number*

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