

NOTICE INVITING QUOTATION

No. WBIDC/Misc/2012/Vol. II/842(A)

Date:- 6.8.2019

West Bengal Industrial Development Corporation Ltd. invites quotation from bona fide, experienced & reputed legal firms of good financial standing, for engagement to the Corporation as Legal Consultant.

During the period of engagement, the selected legal firms will be called from time to time and on as and when required basis, to provide legal advisory support and execute various legal matters of the Corporation and will be paid on each case basis.

1. Duration of the contract: - The contract is being offered for an initial period of one (1) 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 1 year and further negotiation may be done with the agency or alternatively, a fresh NIQ 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 firm 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.

2. Eligibility Criteria and Essential Technical requirement of the firm: The firm must fulfill the following criteria:-

(i) Prior experience of at least 3 (three) years in providing legal advisory services and related works to 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.
- (iii) Participating vendors should have at least one office in Kolkata. In case the firm is having PAN India existence, details of all offices shall be provided.
- (iv) There should not be any legal proceeding(s) and / or Industrial dispute(s) 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 firm at the bidders risk and cost.

3. Indicative Scope of Work for the firm

- (i) Litigations related to Loan and Land matters at the High Court of Calcutta and various District Courts.
- (ii) Legal issues regarding recovery of dues at the Office of Official Liquidator High Court Calcutta.
- (iii) Litigations pertaining to Dishonor of Cheques, lease hold right of Milan Mela, Singur matters etc.
- (iv) Legal issues of different parks, mainly in the field of termination, execution, showcase and legal recourses to be taken against the defaulter including vetting of letters and agreements along with Drafting, finalization, preparing registration of Deed of Transfer, Documentation and finalization of Lease Deeds, for different Companies, alongwith drafting of various agreement relating to Tender document/ SCAD division. (as may arise from time to time).
- (v) Arbitration matters.
- (vi) Providing Legal Opinion, Drafting of Legal Documents/ Notice/Petition, Vetting of documents and Settlement of bills, Visiting SDO Courts in respect of the Eviction related matters as and when required.
- (vii) HPL matters

The Scope of Work mentioned above is indicative only and has been mentioned here to assume an overall understanding.

- 4. Security Deposit:-** The successful firm shall have to deposit Rs. 50,000/- 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 NIQ.

5. 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) Participating firms must furnish full data and information about it, as stated below. Based on the evaluation made by WBIDC on the proposals submitted by the firms, one firm from the participating firms may be selected.

Sl. No.	Category Name	Sub category Description	Details
1.	Certificate	Company Details & Certificates	<p>(i) Name and address of the firm, 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>

			(vii) Year of formation of the company (viii) ISO Certificate details (if any)
2.	Credential	Credential	a. Details of Key Personnel of the Organization/ Name and address of the directors /partners alongwith their qualification and experience b. Details of major cases handled with all supporting Documents. c. Profile of proposed personnels for looking after matters of WBIDC d. Name(s) of Agency's clients (atleast two), to whom Agency provides similar services.
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		(iii) Name and details (contact no. etc.) of at least 2 (two) points of contact (iv) Change of the firm name at any time. If so, when and reason thereof (v) Details of branches within or outside the state/ country. (vi) Any sister concerns and their address

(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 firm'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.

(v) The firm should not sublet the work to any other agency in any case.

(vi) **Settlement of disputes:** - For any dispute arising during the firm selection process, the decision of WBIDC shall be final and be binding.

(vii) **Right to Accept / Reject quotation:** - WBIDC reserves the right to accept or reject any or all quotations received by it, without assigning any reason therefore, and thereby will not be liable to incur any liability of such rejected quotationers.

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

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

(ix) **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.

(x) **Termination:-** In the event of breach of any of the terms and conditions specified in the NIQ documents/ Work Order, the contract will be terminated and the security deposit will be forfeited.

(xi) **Validity of Quotations:-** The quotations shall remain valid and open for acceptance for a period of 60 days after the due date of closing of quotation submission.

(xii) **Currency of Bid:-** All amounts in the quotation should be expressed in Indian Rupee.

- (xiii) **Additional Information:-** The firm may add any further information that he/ she considers relevant for the evaluation of the bid.
- (xiv) **Legal Jurisdiction:** Any legal dispute would be dealt under the Jurisdiction of Calcutta High Court only.
- (xv) **Contract Agreement:-** Within seven days of the receipt of Work Order, the selected firm shall enter into a Contract Agreement with WBIDC, duly signed and executed on stamp paper of appropriate value adjudicated by the relevant Competent Authority.
- (xvi) **Initiation of work:-** The selected agency must be capable of initiation of work within 7 (seven) days of receipt of Work Order.

6. Preparation and Evaluation of Quotation:- The participating agency is to quote their hourly rate to undertake the contract.

First, a firm will be assessed and evaluated on the basis of eligibility criteria and technical criteria as mentioned above.

Then, eligible and technically qualified firms will be evaluated on the basis of financial quote offered by them.

Final selection of a firm will be made on the basis of its performance against both technical and financial criteria.

7. Payment Terms: Payment will be made on case to case basis. The firm will raise bill upon complete completion of a case. Such bills will be submitted by the firm in triplicate, based on total hours of work done and hourly charge, as quoted against this NIQ.

The hourly rate quoted by the vendor in the NIQ will be strictly followed.

Tax will be paid as per prevailing rate, on and above the bill value.

Under certain circumstances, settlement of monthly bill raised by the vendor, might take more than usual time (10-15 days). However, under such cases, a credit period of two months should be provided by the firm.

8. Timeline for Quotation submission:- Alongwith all supporting documents as stated above, interested firms are required to submit their quotation in a sealed envelope to the HRD Division of WBIDC Ltd. at 3rd floor, Protiti building, 23rd Abanindranath Thakur Sarani, Kolkata- 700017, by 19.8.2019, during 11.00 a.m. to 5.00 p.m. of all working days.

For any further query, the interested firms may visit to the HRD Division of WBIDC Ltd. at 3rd floor, Protiti building, 23rd Abanindranath Thakur Sarani, Kolkata- 700017 or call at 033-2255-3727, during 11.00 a.m. to 5.00 p.m. of all working days.