



# **SILIGURI JALPAIGURI DEVELOPMENT AUTHORITY**

## *Request for Proposal*

**SUPPLY AND IMPLEMENTATION  
OF  
AUTOMATED LAND USE AND DEVELOPMENT PERMISSION  
SCRUTINY AND APPROVAL SYSTEM AT SJDA**

RFP Number	15/13-14/Plg/SJDA(2 <sup>nd</sup> call)
Date Issued	20.09.2013
Date of Bid Submission	Before 24 <sup>th</sup> October, 2013 at 3.00 pm.
Cost of Bid Document	Rs. 2000/-

**SILIGURI JALPAIGURI DEVELOPMENT AUTHORITY**  
**TENZING NORGEY ROAD, PRADHAN NAGAR, SILIGURI – 734 003**

### **Important Information**

<b>Sl. No.</b>	<b>Item</b>	<b>Details</b>
1	Project Name	Supply & Implementation of Automated Land use and development permission Scrutiny and Approval System at SJDA.
2	Earnest Money Deposit ( EMD)	Rs. 75000/-(Rupees Seventy five thousand only) in the form of Demand Draft/ Bank Guarantee in favour of “Chief Executive Officer, Siliguri Jalpaiguri Development Authority”, payable at Siliguri.
3	Submission of Proposals	To the Chief Executive Officer, Siliguri Jalpaiguri Development Authority, Tenzing Norgey Road, Pradhan Nagar, Siliguri – 734 003.
4	Last date of Bid Submission	18th September, 2013 at 3.00 pm.
5	Opening of Technical Proposals	18th September, 2013 at 4.30 pm.

### **Amendment to Bid Document**

Any amendment to the published RFP will be published in SJDA web portal. Any post-publication amendment to the RFP, published formally, will be treated as part of RFP.

### **Bidder's Responsibility**

It is expected that the bidder should be thoroughly familiar with all specifications and requirements of this RFP. Any failure or omission in the submission documents shall not be considered and may be liable for cancellation.

### **Award**

Award will be made to the Bidder qualified in the technical bid with lowest financial quote. The decision of SJDA shall be final.

## **1 BACKGROUND**

### **1.1 BRIEF**

Siliguri Jalpaiguri Development Authority has been established under the West Bengal Town and Country (Planning & Development) Act 1979 (West Bengal Act - XIII of 1979) and has been entrusted with the responsibility of Planning & Development of Siliguri - Jalpaiguri Planning Area.

It is a body corporate having perpetual succession and a common seal with power to acquire, hold dispose of property both movable and immovable and to enter into contracts and shall by its corporate name sue and be sued.

The Authority also deals with the approval of different categories of land use and development permission as per the above act within its jurisdiction.

### **1.2 OBJECTIVE**

One of the specific initiatives of SJDA is to develop and implement application software for automation of Land use and development permission approval process. Following are major objectives

- Enhancing citizen services through efficient, responsive and transparent systems.
- To issue Land use / development permission in the planning area as per Land Use and Development Control Plan (LUDCP).
- Implementation of a single system to manage the electronic approval workflow and the electronic storage of relevant documentation regarding assessment of development charge/development permission.
- Automatic scrutiny of building plans/site plans and generation of Technical Scrutiny Reports.

- Facilitate public access to the electronic Land use/development permission approval system across the SJDA.
- Fast & accurate scrutiny of drawing ensuring that the plan conforms to all regulatory and statutory norms, rules and regulations.
- Reduce time consuming manual verifications.
- Notifying the status of service time to time.
- Implementation of standardized & proven e-Governance solutions across SJDA on interoperable technology platforms.

## **2 ELIGIBILITY CRITERIA**

- I. The bidders eligible for participation in the Bid shall be single business entity registered under the Indian Companies Act or corporate body involved in the research and developmental activities concerning development of software.
- II. The bidder shall have an average annual turnover of Rupees 4 crores per year for last three financial years (Year 2010-11, 11-12, 12-13).
- III. The bidder should be Profit making in each year of last three financial years (Year 2010-11, 11-12, 12-13). (Copy of the audited profit and loss account/ balance sheet/ annual report of the last three financial years are required).
- IV. The bidder should have ISO 9001-2008 or equivalent certification.
- V. Proposed COTS solution should have been implemented in at least one Municipal Local Body / Development Authorities during last 5 years. Purchase orders/ Work orders of the effect have to be submitted in support of the same i.e. after Year 2008.
- VI. The Bidder should have or establish at least one office in Siliguri. If the bidder is not already having an office in Siliguri or Kolkata, an undertaking along with technical bid shall have to be submitted for establishing at least one office in Siliguri or Kolkata if the bidder is selected. However, the selected bidder shall have to attend SJDA office in Siliguri within 24 hours notice whenever called for during the contract period.
- VII. The bidder should not be blacklisted by Central/ State Government Department/ PSU/Government Company. Bidder also should not be under any legal action for indulging in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice with any Indian Central/ State Government Department/ PSU/ Government Company.

### 3 SCOPE OF WORK

- Study the existing business processes of applications for assessment of development charges/development permission for scrutiny and approval. Study the development rules and guidelines laid by the development authority. Develop and deliver the Software Requirement Specifications at the end of the study.
- Configure/ customize the COTS (commercial off-the-shelf) product meeting the system requirements.
- Implementation of Development permission/Assessment of development charges Scrutiny & Approval System for SJDA with the following major capabilities:
  - ✓ Web based, centralized, and secured system for SJDA staff and external users (Authorised Technical persons/Applicants).
  - ✓ Enables online submission of drawings and supporting documents.
  - ✓ Accepts online payments and send acknowledgment.
  - ✓ Automated scrutiny of CAD based Building plans/site plans and auto generation of Technical scrutiny reports.
  - ✓ System assists the applicants with necessary instructions for filing the application without any difficulty.
  - ✓ System verifies the completeness of submission.
  - ✓ Submitted applications are presented in a work queue of authorized SJDA staff for review.
  - ✓ Provides workplace for all registered users and authorized SJDA staff. The applicants can view the applications submitted by them previously, application status, payment, message received from SJDA or sent to SJDA, change in development rules/regulation in recent time (if any), etc.
  - ✓ The SJDA staff in the concerned procedure will see the list of application received; awaiting information from the applicant, application history, status, notification sent

and received, comments of other users in the workflow, reporting console and any other features.

- ✓ A powerful workflow engine that drives the approval process based on various conditions. Takes the application data and documents step-by-step in the approval workflow.
  - ✓ Enables uploading document with appropriate metadata and associating to an application.
  - ✓ Enables searching of documents through associated metadata.
  - ✓ Store the documents in system.
  - ✓ Designed on Open Standards for interoperability and simple integration to existing systems.
  - ✓ The selected agency will develop and supply the software package with user manual with copy right to SJDA. SJDA may further modify the package through a third party.
- Conduct Users training at Siliguri with required training aid for users of SJDA staff (30 persons) and other intending architects/ technical persons/ Licensed Building Surveyors in batches. Training would be 16 hours for SJDA officials and 4 hours for others.
  - Production Deployment & pilot run/Go Live.
  - Warranty support for three (3) months. After completion of warranty period, one year annual maintenance support should be provided.
  - One dedicated resource should be available at onsite for the duration of 1 year after Go Live.

The proposed system is expected to be a commercial off-the-shelf product (COTS) which requires minimal customizations to install and integrate with other systems if required. Customizations should not include any alterations of the product code, any modifications that are not supported by the Bidder or the service agreement, or any changes that will require re-implementation after upgrades, patches, or service pack releases. Minor customizations can include modifications in workflow, message template, report template and metadata that are associated to a document type.

## 4 BIDDING PROCESS AND EVALUATION

### 4.1 BID CLARIFICATIONS

After publication of the RFP, SJDA will accept the Request for Clarification from the interested parties to become Bidder. All clarifications should be sent in the format provided in the table below.

S.No.	Bidding Document Reference(s) (section number/ page)	Content of RFP	Points of clarification

All clarifications should be sent to email ID of SJDA i.e., [sjda@sify.com](mailto:sjda@sify.com) on or before 3<sup>rd</sup> October, 2013. Telephone calls will not be accepted for clarifying the queries.

All enquiries / clarifications from the Bidder related to this RFP must be directed to the Chief Executive Officer, SJDA with proper reference. In no event will SJDA be responsible for ensuring that Bidders' inquiries have been received by SJDA. SJDA may at its option share the replies to the queries by publishing it in the website [www.sjda.org](http://www.sjda.org) under tender section. However, SJDA makes no representation or warranty as to the completeness of any response, nor does SJDA undertake to answer all the queries that have been posed by the Bidder.

#### **4.2 SUPPLEMENTARY INFORMATION/ CORRIGENDUM / AMENDMENT TO THE RFP**

- If SJDA deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of the provisions of this RFP, it may issue supplements/corrigendum to this RFP. Such supplemental information will be communicated to all the bidders by e-mail and will also be made available on [www.sjda.org](http://www.sjda.org).
- At any time prior to the deadline for submission of bids, SJDA, for any reason, whether at its own initiative or in response to clarifications requested by prospective bidder, SJDA may modify the RFP document by issuing amendment(s). All bidders will be notified of such amendment(s) by publishing on the websites, and these will be binding on all the bidders.
- In order to allow bidders a reasonable time to take the amendment(s) into account in preparing their bids, SJDA, at its discretion, may extend the deadline for the submission of bids.

#### **4.3 COST OF BID PREPARATION**

- The bidder shall bear all costs associated with the preparation and submission of its bid and SJDA shall in no event or circumstance be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process. All costs incurred in connection with participation in the bidding process, including, but not limited to, costs incurred in participation in meetings/ discussions/ presentations, preparation of proposal, in providing any additional information required by SJDA to facilitate the evaluation process and in negotiating a definitive contract or all such activities related to the bid process will be borne by the bidder. This RFP does not commit SJDA to award a contract. Further, no reimbursable cost may be incurred in anticipation of award.
- Bidders shall furnish the required information on their technical and financial proposals in the enclosed formats only. Any deviations in format or if the envelopes are not sealed properly will make the Bid liable for rejection.

#### **4.4 PROPOSAL FORMAT**

The bidder is expected to examine all the instructions, guidelines, terms and conditions and formats in the RFP. Failure to furnish all the necessary information as required by the RFP on submission of a proposal not substantially responsive to all the aspects of the RFP shall be at bidders own risk and may be liable for rejection. The proposal as mentioned shall be submitted in two parts. Each part shall include the following information

##### **Technical Bid**

This bid shall contain the following documents

- DD/BG for EMD & separate DD for cost of the Bid document
- Covering letter as prescribed in Appendix 7.1
- Bidder Information Sheet (details of the Bidder) as prescribed in Appendix 7.2
- Copies of Audited financial statements for last 3 financial years in support of the above.
- Copies of audited profit and loss account/ balance sheet/ annual report of the last three financial years for verification of profit.
- Copies of Service Tax Registration, VAT and PAN registration along with Registration certificate under the Company's Act 1956.
- Relevant experience form along with necessary work orders as prescribed in Appendix 7.3
- Technical Proposal comprising of Technical approach, methodology and work plan.
- Compliance to Functional Requirement specification.
- Undertaking for establishment of office at Siliguri.

##### **Financial Bid**

The bidder must submit the financial as per format given in Annexure 8.4. This price will be exclusive of all applicable taxes.

#### **4.5 EVALUATION PROCESS**

The SJDA will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this procurement. The evaluation process will include not only evaluations of

the entire Bidder RFP responses, but may include evaluations of Bidder references and other relevant sources of information regarding a Bidder and its products and services. The SJDA will evaluate requested proposal information against all RFP requirements, using criteria and methodology pre-established in coordination with the planned users of a given service. Proposals will be evaluated in accordance with Evaluation and Selection Criteria given in the RFP. Additionally, the team will also evaluate the responding Bidder's:

- Understanding of the RFP as shown by the thoroughness of the Bidder's proposal and Bidder's ability to provide COTS software as specified;
- How well the Bidder's product functionality matches defined business requirements;
- How well the Bidder's proposed product design and technology matches defined technology requirements; and
- The Bidder's plan for implementing and providing technical support for the solution.

#### **4.6 EVALUATION CRITERIA**

1. The criteria for eligibility are set out in the Bid in Annexure A.
2. The Technical bid shall be checked for responsiveness with the requirements of the Bid. Only those bids which are found to be responsive would further be evaluated in accordance with the criteria, set out in the Bid document (stage 1 evaluation).
3. The financial proposal of those bidders shall be opened, who have scored minimum of 50% in the Technical bid.
4. In case there are two or more Bidders quoting the same lowest offer, SJDA may in such a case call all such Bidders and take sealed financial proposal again for arriving at lowest financial (LI) proposal. The selection in such a case shall be at the sole discretion of SJDA.
5. In the event of acceptance of the preferred Bidder with or without negotiations, SJDA shall declare and notify the successful Bidder through a work order that his bid has been accepted.
6. Notwithstanding anything contained in this Bid, SJDA reserves the right to accept or reject any Proposal or to annul the bidding process or reject all proposals at any time without any liability or any obligation for such rejection or annulment without assigning any reasons thereof.

#### **4.7 EVALUATION OF TECHNICAL PROPOSAL**

1. The maximum points for evaluation of the proposal are 100 marks.
2. The scoring points for Technical Proposal is as under:

<b>Sl. No</b>	<b>Criteria</b>	<b>Marks</b>
1	Experience of proposed COTS application for any ULBs/ Development Authority only in India	30.00
2	Key professional staff qualification and competence for the assignment	20.00
3	Approach and Methodology	20.00
4	Capability of Proposed COTS Solution	20.00
5	PowerPoint Presentation	10.00
Total Marks		100.00

3. The score would be the arithmetic sum of the marks assigned to the bidder under each of the parameter listed above.
4. The Bidders who will score 60 or more marks, will be qualified for opening financial bid.
5. Proposal Presentations:- The committee will invite the eligible bidders to make a presentation to the SJDA at a date, time and location determined by the SJDA. The purpose of such presentations would be to allow the bidders to present their proposed solutions to the committee and the key points in their proposals.

#### **4.8 EVALUATION OF FINANCIAL PROPOSAL**

1. The proposal of qualified bidder in Technical bid with lowest financial quote will be designated as L1 and will be selected.

#### **4.9 NEGOTIATION WITH SUCCESSFUL BIDDER**

As per the evaluation criteria specified above in this Bid Document, selection of the successful bidder will be made and such bidder will be called for negotiations for improvement of Terms of Reference and Scope of Work and financial terms. SJDA reserves the right to negotiate with the successful bidder.

#### **4.10 AWARD OF CONTRACT**

##### **1. LETTER OF ACCEPTANCE**

After successful completion of the negotiations, a Letter of Acceptance of Bid will be issued to the successful Bidder by SJDA.

##### **2. FORFEITURE OF EMD**

If the successful Bidder fails to act according to the Bid conditions or backs out after his Bid has been accepted, his EMD will be forfeited to development authority.

##### **3. SIGNING OF CONTRACT**

- a. The successful Bidder should execute an agreement for the fulfillment of the contract with SJDA at the time of execution within 15 days from the date of acceptance of the Bid. If the same is not executed within one week, the EMD of the Bidder will be forfeited and their Bid will be held as non-responsive.
- b. This agreement shall be on the basis of the Terms and Conditions of Contract specified in RFP.
- c. The expenses incidental to the execution of the agreement should be borne by the successful Bidder.
- d. The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of SJDA and SJDA also have the right to recover any consequential losses from the successful Bidder.

## **5 FUNCTIONAL REQUIREMENTS SPECIFICATION**

### **5.1 AUTOMATED LAND USE AND DEVELOPMENT PERMISSION SCRUTINY AND APPROVAL**

System should provide all necessary functionalities for Land use and development permission scrutiny and approval of applications. The system should have following functionalities as minimum.

1. Online filing of applications and supporting documents.
2. Should perform automated building scrutiny on CAD drawings and also implement building plan/site plan approval process as an integrated system.
3. Should auto-detect of structures in the drawing based on usage (e.g. Residential, Commercial or Residential- Commercial Mixed); and also auto detect high-rise and low-rise buildings.
4. Auto generation of FAR, area statement and schedule of opening by reading preformatted CAD drawings.
5. Auto-generation of plot area & plot area calculation for cross verification with system entered value by triangulation
6. Should enable auto hatching of particular objects as per building control rules.
7. Should enable auto detection of site margins and verification of coverage area.
8. Should enable auto-generation of failed entity report and marking the same on the drawing.
9. Plotting of drawing submitted by Architect and processed through software in non-editable format
10. Should enable verifications according to project type- building permission or sub-division amalgamation.
11. Auto-Triangulation: Should generate Plot area Diagram by Triangulation Method & Plot Area calculation itself for cross verification.

12. Auto-Dimensioning with Block Diagram: Should generate Block diagram for each Floor and provide dimensions with Area Calculation.
13. Auto-Generation of FSI & Built-up area Table: Should automatically insert FSI & Built-up Area Tables with per floor detail for each Building. Same way inserts FSI & Built-up Area Table for whole Project.
14. Auto-Generation Plot area Table: Should automatically detect the type of layout proposal - amalgamation or subdivision and creates standard area table as per the case.
15. Auto-Generation of Area-Statement: Should automatically insert Area Statement with all Proposed & Permissible Value in traditional Format.
16. Auto-Generation of Schedule of Opening & Parking Table: Should automatically insert Schedule of Opening for each Building. Same way inserts Proposed Parking for whole Project.
17. Auto-Hatching to Particular Object: Should provide hatching to Particular Objects as described in D.C. Rule book. e.g. Green colored Hatch in Main Road, Yellow colored Hatch in Open Space, etc.
18. Auto-Linking: Should auto link objects like each Building with corresponding Proposed Work (Max. coverage Area) drawn in Layout Plan, each Floor Plans with its section, Tank with its Section, Ramp with its Section, Stair, Chowk, Vshaft etc.
19. Section reading & Association: Should able to read section, associates each floor plan with floor section & gives Ht. of Bldg. & each floor by auto dimensioning.
20. Margin Generation: Should generate required Margin from Main Road, Plot Boundary, Open Space etc. itself. Even It shows Proposed Failed Margin with Auto Dimensioning.
21. Verification with Actual Coverage Area: Should verify Built up Area (Max. Coverage area) Proposed by auto punching of each Floor plan automatically.
22. Checking Double Ht. & Verification of Chowk/ Vshaft: Should be able to checks Double Ht. of each Terrace. It verifies each Chowk & Vshafts for its clear Ht. by auto punching of each floor Plan automatically.

23. Generation of Scrutiny Reports: It should generate the various scrutiny reports dynamically based on the DC Rules described by the respective Authority. Generated report shows the Failed/Passed Items with their rules in a very user friendly Viewable/Printable format. Reports can also be generated in local regional language. Customization of Reports can be made using user defined templates. Software reads the building entities from drawings, geometrically map each & every entity by corresponding with complex & interlinked rules. After scanning and saving the drawing, scrutiny reports are generated where all failed and passed rules are displayed with required/permmissible values with proposed values so that architect can easily correct them.
24. Should enable assessment of floor area ratio violation.
25. The system must provide for proper user authentication and access control mechanisms so as to ensure that only authorized users can access relevant information.
26. The system must provide for all submissions to be acknowledged and site visit dates and further approval schedule is to be provided to the architects/ client instantly.
27. The system should automatically generate an SMS which is sent to the Architect and concerned Field staff if there are any cancellations of site visit, the system should intimate the key relevant people so as to avoid unnecessary wastage of time. Reasons for such cancellation should also be recorded in the system.
28. The system should generate MIS to be sent to higher authorities for approval and to make the approval status available online.
29. The client/ Architect should be able to review the status of approval online.
30. The acknowledgment letters, Building Commencement Certificate, deviation or the rejection letters etc. should be system generated.
31. System should generate automatically the fee memo/ demand notes based on the submitted Building plan /site plan. System should have necessary interfaces for Fee collection and receipt generation.

32. System should include process flow of Plinth and completion certificate approval system. This will include generation of approval / rejection letter, fee memo calculations.
33. System should detect automatically, check and generate report on ownership of land, classification / use of land as per Record of Right and Land Use Map & Register based on information and documents of ownership submitted by the applicant

## **5.2 BASIC DOCUMENT MANAGEMENT**

1. Should enable submitting documents along with application.
2. Should enable associating metadata with documents.
3. Should enable storing documents in folder.
4. Should enable searching documents.

## **5.3 APPROVAL WORKFLOW**

1. System should have inbuilt configurable workflow for automated routing of application data and documents in the approval process.
2. Workflow should enable approval steps such as review, approval, issuance of commencement certificate, etc.
3. Workflow should enable holding an application in its work queue seeking additional information from the applicant.
4. Workflow should provide the application status such as – under review, pending approval, approved, etc.
5. Workflow should displace all applications received in its work queue.
6. Workflow should enable associating notifications to its steps.

## **5.4 MONITORING, NOTIFICATIONS & ESCALATIONS**

1. The notification events should be connected to workflow steps, user action, and timeline. The notification engine will trigger automatic notifications to predefined users based on various events such as pending tasks - un-reviewed/ un-approved applications, approved, rejected, seeking additional information, incomplete application filing.

2. System will use different notifications for different events.
3. System should enable automatic and also manually initiated notifications.
4. Delivery of notification should be made through existing email system or using a SMS gateway or both.
5. Notification for escalation (mostly for the delay in completing a task) should be available.
6. Notification for reminders should be available.
7. System should maintain the list of User ID/ Email ID/ Mobile device ID for sending notifications.
8. System should maintain the history of notification sent.
9. System should enable status of application through status check and reporting.
10. Every task performed by a user should be logged in the system.

## **5.5 SEARCH**

1. System should enable search on multiple criteria such as application number, name of applicant, date of submission, application status, application type, previous applications, zone, etc.
2. System should enable searching documents on number of metadata such as document type, application number, applicant name, date of submission, etc.

## **5.6 REPORTING**

System should provide various reports to SJDA staff. External user should be able to view the application status using an application tracking number. Some other standard reports will include,

- Plans/Cases approved
- Pending proposals
- Delayed approvals
- Revenue generated, etc. as per the SJDA requirement.

## **6 TERMS AND CONDITIONS OF CONTRACT**

### **6.1 INSTRUCTIONS FOR PREPARATION OF PROPOSALS**

1. The notice inviting Bid, this Request for Proposal document and any amendments that may be issued by SJDA subsequently, etc. constitute the Bid Document Set.
2. Proposals shall be complete in all respect and shall be submitted with requisite information and annexure. It shall be free from any ambiguity, over lineation or overwriting.
3. An authorized representative of the bidder shall initial all pages of the proposals.
4. For preparation of bids, bidders are expected to examine the Bid Document set in detail.
5. Material deficiencies in providing the information requested may result in rejection of the proposal.
6. Only individual bidders may submit proposals; the subcontracting and consortium route is not allowed.

### **6.2 SUBMISSION OF PROPOSALS**

Any proposals received after the specified last date & time of submission of proposals (as indicated in Section 1) will not be considered. In the event of the last date for submission of proposals being declared as holiday for SJDA, the proposals will be received up to the appointed time on the next working day of SJDA.

1. All pages in the technical and financial proposals should be signed by the Authorized Signatory with company seal and date.
2. The technical and financial proposals should be properly bound and separators should be used to mark, each section of the proposals. Any loose sheet enclosed along with the bid will not be treated as part of the proposals.
3. The two copies of the technical proposal should be marked 'Original' or 'Copy' as appropriate. If there are discrepancies between the 'original' and the 'copy', the original shall prevail.

### **6.3 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE**

1. Materials submitted in response to this competitive procurement shall become the property of SJDA.
2. All proposals received shall remain confidential until the contract, if any, resulting from this RFP is awarded, i.e. signed and approved by all parties. Thereafter, the proposals shall be deemed public records.
3. In the event a bidder desires to claim portions of their proposal as exempt from public disclosure, the bidder must identify those portions in the proposal cover letter. Each page of the proposal claimed to be exempt must be clearly identified as “Confidential” SJDA has the authority to decide whether any or all of the claimed exemptions are appropriate. The entire proposal cannot be marked as proprietary.

### **6.4 VALIDITY OF PROPOSALS**

The proposal shall remain valid for a period of 180 days from the scheduled date for submission of proposals. All prices quoted must be firm and valid for this period.

### **6.5 TAXES AND DUTIES**

1. The financial quote shall be exclusive of all taxes & duties leviable including service tax. SJDA shall compensate taxes/duties at actual as applicable at the time of delivery. SJDA shall be authorized to deduct any income tax as applicable from the bidder.
2. For the purpose of this proposal, it is agreed that the amount of taxes specified in the financial proposal, is based on the taxes, duties and charges prevailing at one (1) day prior to the last date of proposal submission date. If any rates of tax are increased or decreased or a new tax is introduced or an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of contract, which was or will be accessed on the Bidder in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to fully take into account any such change by addition to the Contract Price or deduction there from as the case may be.

#### **6.6 EARNEST MONEY DEPOSIT (EMD)**

1. EMD Cost will be exempted for companies registered with National Small Industries Corporation Limited (NSIC).
2. Proposals not accompanied with prescribed earnest money deposit shall be rejected.
3. The EMD of the unsuccessful Bidder shall be refunded after final acceptance of the Bid and within reasonable time not exceeding 30 days from the award of contract. The EMD will carry no interest.
4. In case of the successful bidder, the EMD shall be refunded after successful completion of the project.
5. The EMD will be forfeited if a Bidder withdraws his offer before finalization of the Bid or if the Bidder fails to sign the prescribed agreement within the specified period.

#### **6.7 TECHNICAL PROPOSAL OPENING DATE AND VENUE**

The technical proposals shall be opened at the appointed time and at the venue as mentioned in Section 1 of this RFP, in presence of the bidders or their authorized representatives who wishes to be present. The technical proposals shall be scrutinized. The scrutiny will cover the mandatory compliance criteria as mentioned in the bid. All such technical proposals, which are found complaint and conform to the mandatory compliance criteria, shall be declared as valid technical proposals. The valid technical proposals will thereafter, be evaluated by the Technical Committee of the SJDA. The evaluation will require the bidders to present their credentials on a date to be intimated to them through email.

#### **6.8 DISCREPANCIES IN PROPOSALS**

In case of discrepancies in proposals, the following shall be adopted to correct the arithmetical errors for the purpose of evaluation.

- In case of discrepancy between the Original and Copy of the technical proposals, the Original Technical Proposals will be considered correct
- In case of discrepancy between figures and words, the words will be considered correct.
- In case of discrepancy between unit price and total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected accordingly.

**6.9 ACCEPTANCE & REJECTION OF PROPOSALS**

- Bidders must provide a response to all sections and requirements of this RFP for their proposals to be considered complete. Bidder's failure to comply with any part of the RFP may result in the bidder's proposal being disqualified for being non-responsive to SJDA's RFP.
- SJDA reserves the right to reject any proposal without assigning any reason whatsoever.
- All components of the technical proposal must qualify in technical evaluation. If any component fails to qualify in technical evaluation, this will lead to rejection of the proposal.

**6.10 AUTHORIZED REPRESENTATIVES**

Any action required or permitted to be taken, and any documents required or permitted to be executed, under this contract by SJDA or the Bidder may be taken or executed by the officials authorized for the purpose.

**6.11 DELIVERY SCHEDULE**

The submission of Deliverables should be made strictly in accordance with the Scope of Work in the Bid Document and should get necessary approval from Government of West Bengal /SJDA. If the delivery is not affected as per Bid, Government of West Bengal /SJDA has the right to cancel the order and to take any such action which will be deemed fit in such circumstances.

Submission of SRS	45 days from the date of issuance of work order.
Submission of Draft Interim report	15 days from the date of submission of SRS.
Submission of Draft Final Report	15 days from the date of approval of draft interim report by SJDA.
DPR for hardware and networking specifications for infrastructure	Along with the Draft final report required.
Software development and supply and pilot run/Go live	120 days from the date of issuance of work order.
Training	Thereafter within 30 days.

**6.12 PAYMENT TERMS**

Payments shall be made against invoices raised by the selected bidder as per the schedule below:-

**Item A:**

Sl. No.	Milestone	Payment
1.	Mobilisation 10% against Bank Guarantee of equivalent amount	--
2.	Acceptance of Draft Interim Report	20%
3.	Installation of Software for successful pilot run/Go live	30%
4.	Actual Implementation after pilot run & validation	30%
5.	After 6 months of commencement of implementation of automation of Planning Process	10%

**Item B: AMC Payment**

- The payment for the AMC shall be made on a quarterly basis. The bidder shall submit a separate bill for the same.

**Item C: Manpower Deployment**

- Payment on quarterly basis shall be released for the manpower deployment. The bidder shall submit the separate bill for the same.

**6.13 CONTRACT PERFORMANCE GUARANTEE**

1. Within 15 days of issue of work order, the Selected bidder shall provide SJDA with a Contract Performance Guarantee (CPG) for a sum of 10% of the total quoted value of project.

2. The CPG may be submitted in form of a Bank Guarantee in favour of “Chief Executive Officer, Siliguri Jalpaiguri Development Authority” issued by any Nationalized bank/Scheduled bank.
3. The objective of the CPG is to ensure commencement and continuity of delivery of services by the selected IT vendor.
4. The CPG shall be an irrevocable. The list of banks who can issue the CPG shall be provided by SJDA to the selected bidder at the time of award of contract. The CPG shall be returned to the selected bidder on successful completion of the project.

#### **6.14 OTHER TERMS & CONDITIONS**

1. Receipt of Insufficient Competitive Proposals

In case SJDA receives only one (1) responsive and technically qualified proposal as a result of this RFP, SJDA reserves the right to select and award the contract to the single bidder as per rules.

2. Most Favorable Terms

SJDA reserves the right to make an award without further discussion of the proposals submitted. Therefore, the proposal should be submitted initially on the most favorable terms that the bidder can offer. At its discretion, SJDA reserves the right to request best and final offers from the technically qualified bidders. The bidder must be prepared to accept this RFP for incorporation into a contract resulting from this RFP. The contract may incorporate some or the bidder’s entire proposal.

3. Obligation to Contract

This RFP does not obligate SJDA to contract for service(s) or product(s) specified herein. SJDA reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract

4. Cost of Proposal

SJDA will not be liable for any costs incurred by the bidder in preparation of a proposal submitted in response to this RFP, in the conduct of a demonstration, in facilitating site visits, or any other activities related to responding to this RFP.

5. Proposal Rejections

SJDA will make the sole determination of clarity and completeness in the responses to any of the provisions in this RFP. SJDA reserves the right to seek clarification,

additional information, and materials in any form relating to any or all provisions or conditions of this RFP. SJDA reserves the right to accept or reject any or all of the proposals submitted in response to this RFP.

6. Waivers

SJDA reserves the right to waive specific terms and conditions contained in this RFP. It shall be understood by bidders that the proposal is predicated upon acceptance of all terms and conditions contained in this RFP, unless the bidder has obtained such a waiver in writing from SJDA prior to submission of the proposal. Such a waiver, if granted, will be granted to all bidders.

7. Notification to Unsuccessful Vendors

Bidders, whose proposals have not been selected, will be so notified via email.

**6.15 FORCE MAJEURE**

1. If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract be prevented or delayed by reason of:

- a. any war or hostility
- b. acts of public enemy, civil commotion, sabotage, explosions
- c. effects of flood, epidemics, quarantine restrictions, freight embargoes
- d. acts of God

hereinafter referred to as EVENT, neither party shall, by reason of such EVENT, be entitled to terminate this contract, nor shall any party have any claim to the damages against the other in respect of such non-performance or delay in performance, - provided that notice of happening, of any such EVENT is given by either party to the other within 7 (Seven) days from the date of occurrence of the EVENT.

2. Unless otherwise directed by SJDA in writing, the selected bidder shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force majeure EVENT.
3. Expected work and deliveries under this contract shall resume as soon as practicable after such EVENT comes to an end or ceases to exist.

4. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such EVENT for a period exceeding 90 (ninety) days, SJDA may, at its option, terminate this contract. In case of termination of contract due to force majeure event, SJDA would pay a reasonable amount to the selected bidder for the portion of work already completed till date.

#### **6.16 DISPUTES AND ARBITRATION**

In case of any dispute or differences, breach and violation relating to the terms of this agreement, the said dispute or difference shall be referred to the sole arbitration of Municipal Commissioner, SJDA or any other person appointed by him. The award of the arbitrator shall be final and binding on both the parties. In the event of such arbitrator to whom the matter is originally referred to vacates his office on resignation or otherwise or refuses to do works or neglecting his work or being unable to act as arbitrator for any reason whatsoever, the Commissioner, SJDA shall appoint another person to act as arbitrator in the place of outgoing arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor. The selected IT consultant/ bidders will have no objection in any such appointment if the arbitrator so appointed is employee of SJDA. The adjudication of such arbitrator shall be governed by the provision of the ARBITRATION and CONCILIATION Act, 1996, or any statutory modification or re-enactment thereof or any rules made thereof. The arbitration shall be held in Kolkata.

#### **6.17 LIABILITY**

In case of a default on the selected IT vendor's part or other liability, SJDA shall be entitled to recover damages from him. In each such instance, regardless of the basis on which SJDA is entitled to claim damages from the selected bidder (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), he shall be liable for no more than:

- Payments referred to in the Patents and Copyrights:
- Liability for bodily injury (including death) or damage to real property and tangible personal property limited to that caused by his negligence; and

- As to any other actual damage arising in any situation involving nonperformance by contractor pursuant to, or in any way related to, the subject of this Agreement, the charge paid by SJDA for the individual product or service that is the subject of the claim.

It is the maximum for which the selected bidder will be collectively responsible for.

#### **6.18 INDEMNITY**

- The successful bidder shall indemnify, protect and save SJDA against all claims, losses, costs damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respects of all the hardware and software supplied by him.

#### **6.19 GOVERNING LAWS**

This RFP and the contract shall be governed by and interpreted in accordance with Laws in force in India. The courts at Kolkata shall have exclusive jurisdiction in all matters arising under the contract

#### **6.20 TERMINATION FOR DEFAULT**

SJDA may without prejudice to any other remedy or right of claim for breach of contract, by giving not less than 30 days written notice of default sent to the contractor, terminate the contract in whole or in part.

- If the selected bidder materially fails to render any or all the services within the time period (s) specified in the contract or any extension thereof granted by SJDA in writing and fails to remedy its failure within a period of thirty (30) days after receipt of the default notice form SJDA
- If the selected bidder in the judgment of SJDA has engaged in corrupt or fraudulent practices in competing or in executing the contract

#### **6.21 WINDING UP**

If the selected bidder being a corporation/company commenced to be wound up, not being a voluntary winding up for the purpose only or amalgamation or reconstruction, or carry on

their business under a receiver for the benefit of their creditors or any of them, SJDA shall be at liberty:

- To terminate the contract forthwith without any notice in writing to the selected bidder or to the liquidator or receiver or to any person in whom the contractor may become vested
- To give such liquidator or receiver or other person the option of carrying out the engagement subject to their providing a guarantee for the due and faithful performance of the engagement up to an amount to be determined by SJDA

#### **6.22 SUSPENSION OF OBLIGATIONS**

The obligation stipulated in this specification can only be suspended in the case of any particular item of work, in the event of Force Majeure as the result of an agreement between the parties. In the event of force majeure, neither of the parties may be considered in default of its obligations under the terms of this Bid document

#### **6.23 CLARIFICATION TO THE BID DOCUMENTS**

- All the Bidders are requested to carefully go through the provisions laid down in this RFP and other Bid documents and seek all clarifications in the Pre-Bid Meeting.
- SJDA shall consolidate all the clarification sought for by various Bidders and clarify the same before the Submission of Proposals. No clarifications shall be entertained thereafter.
- At any time before the scheduled submission of proposal, SJDA may, for any reasons, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP, by amendment. The amendment/ response to clarification(s) if any shall be sent in writing to all the Bidders who attended the Pre-Bid Meeting and also published in the SJDA web portal and will be binding on them. SJDA may, at its discretion, extend the date for submission and/or opening of the proposals.

## 7 APPENDIX

### 7.1 COVERING LETTER

Date:

Bid Reference No.:

To:

Chief Executive Officer,  
Siliguri Jalpaiguri Development Authority, Siliguri.

Subject:-

Dear Sir,

Having examined the Bidding Documents, we, the undersigned, offer to supply and implementation of automated Land use and development permission Scrutiny and Approval System at SJDA.

We undertake, if our bid is accepted, to commence work as per the schedule and to achieve the effectiveness of the contract within the respective times stated in the Bidding Documents.

Construction of the Contract

- We have read the provisions of bid and confirm that these are acceptable to us.
- We further declare that bid is unconditional.
- We undertake, if our bid is accepted, to commence the work as per the schedule immediately upon your Notification of Award to us, and to achieve Completion within the time stated in the Bidding Documents.
- If our bid is accepted, we undertake to provide an Implementation cum Performance Security in the form and amounts, and within the times specified in the Bidding Documents.
- We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.
- We, hereby, declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the Contract to be entered into, that this proposal is made without any connection with

any other person, firm or party likewise submitting a proposal, that this proposal is in all respects in good faith, without collusion or fraud

- We agree to abide by this bid, which consists of this letter, EMD with technical bid, financial bid, Pre bid meeting addendum if any and other attachments (specify the attachments) as per the bid document.

Dated this \_\_\_\_ day of 2013

Signature:

(In the Capacity of :)

Duly authorized to sign on behalf of

**7.2 DETAILS OF BIDDER**

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

<b>Sr. No</b>	<b>Item</b>	<b>Details</b>
1.	Name of the Company	
2.	Mailing Address	
3.	Telephone and Fax numbers	
4.	Turnover and profit of the company for last three years.	
5.	Location of Development facility	

**7.3 RELEVANT PROJECT EXPERIENCE**

Relevant Project Experience	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
Description of the project	
Outcomes of the project	
Total cost of the project	
Duration of the project	
Other Relevant Information	

**7.4 PRICE SCHEDULE (PS)**

Bid Reference No.:

Please note that the bidder should quote the price exclusive of all Taxes in the following format

Sr.No	Item	Unit	Quoted rate in INR
A	Supply and Implementation of automated Land use and development permission Scrutiny and Approval System at SJDA	One package	
1	Detailed study of prevailing Land use and development proposal approval process flow and Building Bylaws, rules and regulation of the SJDA.		
2	Preparation of Software Requirement specification (SRS) of application software		
3	Installation of AS IS application at SJDA		
4	Implementation and customization of application at SJDA		
5	Training sessions to Core Users in SJDA		
B	Annual Maintenance Contract for one year	One package	
C	Onsite Manpower support for a period of one year after Go-Live	One package	
<b>Total Amount</b>			

Signature of Bidder

Place

Date

## 7.5 CONTRACT PERFORMANCE GUARANTEE

To:

Chief Executive Officer,  
Siliguri Jalpaiguri Development Authority, Siliguri.

WHEREAS \_\_\_\_\_ (Name of Supplier) hereinafter called "the Supplier" has undertaken, purchase of Contract No. \_\_\_\_\_ dated, \_\_\_\_\_ to Supply \_\_\_\_\_ (Description of goods and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the supplier shall furnish you with a bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract. AND WHEREAS we have agreed to give the Supplier a guarantee: THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the supplier, up to a total of \_\_\_\_\_ (Amount of the guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the contract and without cavil or argument, any sum or sums within the limit of \_\_\_\_\_ as aforesaid, without your needing to prove or to show the grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_

Signature and Seal of Guarantors

Date

Address:

Telephone #.

E Mail:

---X---