



## Siliguri Jalpaiguri Development Authority

A Statutory Authority Under Department of UDMA

An IS/ISO 9001:2008 Certified Organisation

Himanchal Vihar, Near – Passport Seva Laghu Kendra, Matigara-734010

Phone: Siliguri – 0353-2512922/2515647 Jalpaiguri – 03561-230874 E-mail: sjdawb@gmail.com

Date: 07.03.2024

### NOTICE INVITING BID (E- BIDDING) NO. 99/Plg/2023-24/SJDA(3<sup>rd</sup> Call)

The Chief Executive Officer, Siliguri Jalpaiguri Development Authority (SJDA), Siliguri invites ONLINE BID (E-BID) of the following works.

1. **Name of Work: Upgradation of Automated Land Use and Development Permission Scrutiny and Approval System at SJDA.**

2. **E- Filing:** In the event of e-Filing, intending bidder has to download the bid document from the <http://wbtenders.gov.in> directly by the help of Digital Signature Certificate. Details are narrated in.

**Tender time schedule stated at Page No.02 of 14.**

3.1. **Quoting of Rate:** all the intending bidders should offer the rate on the basis of unit as per the schedule in ANNEXURE "A" (including Govt. Taxes as applicable) including all other cost etc.

3.2. L1 will be declared to the bidder whose rate is found to be lowest after adding the rates of all the items.

4. **Earnest Money** amounting to Rs. 20,000/- (Rupees Twenty thousand only) to be submitted online in favour of The Chief Executive Officer, Siliguri Jalpaiguri Development Authority (To be converted into Security Deposit on selection of successful bidder). At the time of uploading the E-Bid, the intending bidder should select the Bid and initiate payment of pre-defined EMD for that Bid by selecting from either of the following payment modes:

i) Net banking (any of the banks listed in the ICICI Bank Payment Gateway) in case of payment through ICICI Bank Payment Gateway.

ii) RTGS/NEFT in case of offline payment through bank account in any bank with his/ her tender/ bid as per Memorandum No.3975-F (Y) dated.28/07/2016 of Secretary to the Govt. of West Bengal, Finance Department. The L1 bidder shall make the Agreement in N.J. Stamp with SJDA within 7 days after getting the letter of acceptance (LOA).

5. **Eligibility criteria for participation in bid:**

5.1. **Experience:** The agency should have experience in the field of Implementation of Automated Land Use and Development Permission Scrutiny and Approval System or Online Building Plan Approval System having automatic online scrutiny of .dwg file in any Govt. organisation and should produce such certificate from such Govt. organisation during participation of bid.

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5.2. 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

5.3. **Financial Documents to be submitted:** Copy of the following documents will be submitted by the quotationer/(s) for pre-qualification.

- i) Trade License/Company Registration Certificate valid at least up to the date of submitting their quotation.
- ii) Income Tax (I.T.) Return for last (03) three Assessment years.
- iii) Professional Tax (P.T.) / updated challan.
- iv) Valid 15-digit Goods and Service Taxpayer Identification Number (GSTIN) under GST Act, 2017. "Tax invoice(s) needs to be issued by the supplier for raising claim under the contract showing separately the tax charged in accordance with the provisions of GST Act, 2017" in terms of 4374 F (Y) dt.13.07.2017 of Finance Department, Govt. of West Bengal.
- v) Partnership deed in case of Partnership Firm.
- vi) Co-operative Society Registration and Bye-laws in case of Co-operative Society.
- vii) Memorandum of Association in case of Company.
- viii) PAN Card.

### 6. Date & Time Schedule:

Sl. No	Particulars	Date & Time
1	Date and time of Publishing of Bid (online)	14.03.2024 at 04:00 p.m.
2	Bid documents download and uploading of bid starting date and time (online)	14.03.2024 at 04:00 p.m.
3	Bid proposal download & Uploading end date & time (online)	04.04.2024 at 04:00 p.m.
4	Bid opening date for Technical bid (online).	08.04.2024 at 11:30 a.m.
5	Bid opening date for Financial bid (online).	Will be declared after Technical Evaluation.

### 7. Amendment to Bid Document

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

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## 8. Bidder's Responsibility

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

## 9. Award

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

## 10. Background

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.

The authority has implemented Automated Land Use and Development Permission Scrutiny and Approval System since the year 2014 and working on the platform. Due to several requirement of updated and scrutiny features in the system. The authority is need of updating the existing system and thus called this bid.

The bidder shall develop, upgrade and implement the web based applications with all scrutiny features and uptodate available platform on which the system will be used. All existing features of the existing application are to be retained or upgraded.

## 11. Scope of Work:

### 11.1. Development, Implementation and Migration of ALDPSAS application of SJDA to Cloud Server

- i) Create new server and required Environment.
- ii) Application and Database configuration.
- ii) Testing.
- iii) Final Migration.

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- iv) SSL and domain mapping.
- v) Testing.
- vi) Go Live.

#### **11.2. Digital Signer Component and its integration and implementation of digital signature and QR Code**

#### **11.3. Mobile App interface (Android/IOS Platform)**

- i) Citizen Search- without login on login screen
- ii) Architect login
  - a) Outward file list
  - b) Proposal flow
- iii) Dealing Assistant Officer
  - a) Dashboard list proposal
- iv) Planning Officer
  - a) Dashboard list proposal
- v) Assistant Planner
  - a) Dashboard list proposal
- vi) Associate Planner
  - a) Dashboard list proposal
- vii) Chief Executive Officer
  - a) Dashboard list proposal

#### **11.4. Email Gateway and it's integration**

#### **11.5. SMS Gateway and it's integration**

#### **11.6. Payment Gateway and it's integration with existing payment gateway solution of SJDA**

**11.7. Cloud Compatibility:** The existing system shall be designed to make Cloud Compatible.

**11.8. Cloud Hosting of SJDA Application:** The procurement and management of Cloud Server space will be decided in the next phase.

#### **11.9. Solution Deployment**

- i) The Bidder will deploy and implement Cloud Hosting account for SJDA for better accessibility and implement the system so that web users will connect to the application through domain (no public IP will be given to any server), elastic load balancer, regular updation of web server and database server.

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ii. Any other as per implementation requirement.

#### 11.10. Backup

- i) Automated backup like incremental snapshot and AMI.
- ii) Implementation of Standard backup policy to make the data highly available.
- iii) Taking of Daily incremental snapshots and weekly AMI.
- iv) Automatic cycling of older snapshots and AMI.
- v) Taking of native backup and the data to S3.
- vi) Moving of backups older than 6 months to glacier for saving cost.
- vii) Moving of Application logs to S3 periodically.

It is clarified that the bidder shall prepare the solution to accommodate all the above modules. However, actual backup etc shall come under Annual Management Contract to be finalised later on.

#### 12. Delivery Timeline

The Bidder team shall provide detailed delivery schedule during System requirement study stage.

The total time requirement will 4 (four) months from the date of placing of Work Order.

#### 13. Bid Clarifications

After publication of the Bid, 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.

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

All clarifications should be sent to email ID of SJDA i.e., [sjdawb@gmail.com](mailto:sjdawb@gmail.com) on or before 22nd March, 2024. Telephone calls will not be accepted for clarifying the queries.

All enquiries / clarifications from the Bidder related to this BID 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.

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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 bid, by amendment. The amendment/ response to clarification(s) if any shall be published in the SJDA web portal and will be binding on the bidders. SJDA may, at its discretion, extend the date for submission and/or opening of the proposals.

#### **14. Supplementary Information/ Corrigendum / Amendment to the Bid**

**14.1.** If SJDA deems it appropriate to revise any part of this BID or to issue additional data to clarify an interpretation of the provisions of this BID, it may issue supplements/corrigendum to this BID. 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).

**14.2.** 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 BID 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.

#### **15. Instructions for Preparation of Bid**

**15.1.** The notice inviting Bid and any amendments that may be issued by SJDA subsequently, etc. constitute the Bid Document Set.

**15.2.** Bid 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.

**15.3.** An authorized representative of the bidder shall initial all pages of the bid document.

**15.4.** For preparation of bids, bidders are expected to examine the Bid Document set in detail.

**15.5.** Material deficiencies in providing the information requested may result in rejection of the bid.

**15.6.** Only individual bidders may submit proposals; the subcontracting and consortium route is not allowed.

#### **16. Submission of Bid**

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

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**16.1.** All pages in the technical bid should be signed by the Authorised Signatory with company seal and date, properly scanned and uploaded in the system.

**16.2.** The technical should be properly submitted in the system with the required documents mentioned in clause 4 & 5 of this bid

**16.3.** The financial bid should be submitted only in the system and no scanned copy of financial bid should be uploaded with the technical bid.

### 17. Proprietary Information/Public Disclosure

**17.1.** Materials submitted in response to this competitive procurement shall become the property of SJDA.

**17.2.** All bids received shall remain confidential until the contract, if any, resulting from this bid is awarded, i.e. signed and approved by all parties. Thereafter, the bids shall be deemed public records.

**17.3.** In the event a bidder desires to claim portions of their bid as exempt from public disclosure, the bidder must identify those portions in the proposal cover letter. Each page of the bid 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.

### 18. Technical bid opening date and venue

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

### 19. Payment Terms

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

#### 19.1. Item A:

- i) 30% on completion of Software Requirement Specifications.
- ii) 30% installation and commissioning of upgraded version of System on Cloud Server.
- iii) 30% on UAT and Go-Live.
- iv) 10% on Acceptance from SJDA Authority within 30 days of invoice date.

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#### 19.2. Item B:

- i) Separate agreement for payment of cloud hosting and annual maintenance shall be made between the related parties, including the developer with SJDA before go live.
- ii) IPR of the original COTS product, BI, OS and DB shall with respective OEMs. Source code of the customised portion of the product shall have to be shared with SJDA as per requirement.
- iii) The bidder/developer shall take all reasonable measures to keep and hold any such confidential information of SJDA in strict confidence and shall non-disclose it to any other person, firm, or corporation without the prior written consent of SJDA. Without prior authorization by SJDA, the developer shall not use any Confidential Information for any purpose not stated in this proposal.

#### 20. Security Deposit

While making any payment to the person(s) whose tender has been accepted (hereinafter shall be called the bidder/developer for work done under the contract, the authority making payment shall deduct such sum which together with the Earnest Money already deposited and converted into security deposit, shall amount to 10% of the value of works executed at the material point of time and paid during the progressive running accounts bills, so that total deduction together with Earnest Money constitute 10% of the tendered value of work actually done.

In case of excess/and supplementary work over the tendered amount, additional security @ of 10% of such additional amount is to be deposited for all such excess/ and supplementary works beyond the tendered amount before payment of final bill.

Compensation of all other sums of money payable by the bidder/developer to the Government under the terms of the contract may be deducted from the security deposit.

However, even though the earnest money deposited exceeds the prescribed percentage, due to reduction of tendered amount due to any reason whatsoever, such additional earnest money shall be deemed to have been converted into security and further deductions from progressive bills shall be made, taking into consideration the enhanced component of earnest money so converted into security.

After completion of the work, the bidder/developer may opt for refund of the Security Deposit by replacing equal amount of Bank Guarantee of scheduled Bank valid up to 3 months beyond the defect liability period i.e. one year after acceptance of implementation by the SJDA.

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### 21. Other Terms & Conditions

#### 21.1. Cost of bid

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

#### 21.2. Bid Rejection

SJDA will make the sole determination of clarity and completeness in the responses to any of the provisions in this bid. SJDA reserves the right to seek clarification, additional information, and materials in any form relating to any or all provisions or conditions of this bid. SJDA reserves the right to accept or reject any or all of the proposals submitted in response to this bid.

#### 21.3. Waivers

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

#### 21.4. Notification to unsuccessful vendors.

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

### 22. Force majeure

22.1. 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:

- i) any war or hostility
- ii) acts of public enemy, civil commotion, sabotage, explosions
- iii) effects of flood, epidemics, quarantine restrictions, freight embargoes
- iv) 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.

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22.2. 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.

22.3. Expected work and deliveries under this contract shall resume as soon as practicable after such EVENT comes to an end or ceases to exist.

22.4. 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.

### 23. Disputes

All the disputes arising from the provision of the said agreement come under the jurisdiction of Calcutta High Court or any other competent Court as the case may be.

### 24. 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 non performance by bidder/developer 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.

### 25. INDEMNITY

The successful bidder/developer 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.

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### 26. Governing Laws

This bid 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.

### 27. 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 bidder/developer, 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.

### 28. 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 bidder/developer 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.

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 bid, by amendment. The amendment/ response to clarification(s) if any shall be sent in writing to all the Bidders 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.

### 29. 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.

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## APPENDIX

### Covering Letter

To

The Chief Executive Officer,  
Siliguri Jalpaiguri Development Authority,  
Himanchal Vihar, near Passport Seva Kendra,  
Matigara-734010.

Ref : - Tender for \_\_\_\_\_  
\_\_\_\_\_ (Name of work) \_\_\_\_\_

N.I.B. No.: \_\_\_\_\_ of 2023-24 of The Chief Executive Officer, Siliguri Jalpaiguri Development Authority, Himanchal Vihar, Near – Passport Seva Laghu Kendra, Matigara-734010.

Dear Sir,

Having examined the Statutory, Non statutory, Instruction to Bidders & NIB documents along with its addenda & corrigendum, I /we hereby submit all the necessary information and relevant documents for evaluation. The application is made by me / us on behalf of \_\_\_\_\_ in the capacity \_\_\_\_\_ duly authorized to submit the order.

The necessary evidence admissible by law in respect of authority assigned to us on behalf of the group of firms for application and for completion of the contract documents is attached herewith.

We are interested in bidding for the work(s) given in Enclosure to this letter.

### We understand that:

- (a) Tender Inviting & Accepting Authority can amend the scope & value of the contract bid under this project.
- (b) Tender Inviting & Accepting Authority reserve the right to reject any application without assigning any reason.

### Enclosures: e-Filling :-

1. Statutory Documents
2. Non Statutory Documents

Date:.....

Signature, name and designation  
of Authorised Signatory.

For and on behalf of.....

(Name of the Applicant)

N.B.: This application must be made in the Letter Head Pad of the firm in which application is made, clearly mentioning the address and contact number and email ID of the firm.

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### ANNEXURE-A

#### Details of Bidder

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

Sl. No	Items	Details
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	

#### 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	

#### Price Schedule (PS)

Bid Reference No.:

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

Sl. No.	Descriptions	Qty	Amount (In Rs.)
<b>Upgradation of Application</b>			
1	Development, Implementation and Migration of ALDPSAS application of SJDA to Cloud Server	Lumpsum	--
2	Digital Signer Component and its integration		
3	Mobile App integration		
4	Email Gateway and it's integration		
5	SMS Gateway and is integration		
6	Payment Gateway and its integration		

Signature of Bidder

Place:

Date:

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**Copy forwarded for information to :-**

1. District Magistrate, Darjeeling.
2. District Magistrate, Jalpaiguri.
3. Principal, North Bengal Medical College & Hospital, Siliguri.
4. Sub Divisional Officer, Siliguri.
5. Commissioner, Municipal Corporation, Siliguri.
6. Additional Executive Officer, Siliguri Mahakuma Parishad, Siliguri.
7. Sr. Area Manager, N. F. Railway, NJP.
8. Post Master, Head Post Office, Siliguri.
9. Sub Divisional Information and Cultural Officer, Ghosh Villa, Siliguri.
10. A.P., SJDA
11. A.E.O., SJDA for uploading in website.
12. Finance Officer, SJDA.
13. SJDA Notice Board.

Chief Executive Officer,  
Siliguri Jalpaiguri Development Authority