

**PUNJAB SMALL INDUSTRIES AND EXPORT
CORPORATION LTD.**

A State Government Undertaking

Public Notice

REQUEST FOR PROPOSAL (RFP)

**FOR HIRING LAND ACQUISITION FACILITATING CONSULTANT
(LAFC) FOR DEVELOPMENT OF
NEW INDUSTRIAL PARKS IN PUNJAB**

Punjab Small Industries & Export Corporation proposes to develop new Industrial Parks in the State. Bids/ applications are hereby invited for hiring Land Acquisition Facilitating Consultant. RFP documents comprising detailed terms and conditions can be obtained from PSIEC office on any working day during working hours. The same is also available on the website of PSIEC (www.psiec.punjab.gov.in). The date of submission for the bids is from 06.03.2024 to 26.03.2024 upto 3.00 pm. Bids shall be opened on 26.03.2024 at 3.00 pm in presence of the consultants or their authorized representatives(s).

For any query contact PSIEC, Udyog Bhawan, Sector-17 Chandigarh
Contact Smt. Ashima Aggarwal (ATP) at 99887-45051 & E-mail:
ashima.psiec@punjab.gov.in.

MANAGING DIRECTOR

UDYOG BHAWAN, 3rd floor, Sector-17A, Himalaya Marg,
CHANDIGARH-160017 / Phone: 0172-2772465

REQUEST FOR PROPOSAL
FOR
HIRING OF LAND ACQUISITION FACILITATING
CONSULTANT (LAFC)

PSIEC

DISCLAIMER

- Though adequate care has been taken in the preparation of this Tender Document yet it would be the responsibility of the Consultancy Company (bidder) submitting proposal in response to this RFP to satisfy itself that the Document is complete in all respects.
- Neither Punjab Small Industries & Export Corporation Limited (PSIEC) nor its employees will have any liability to any prospective Consultancy Company or any other person under the law of contract with regard to expense or damage which may arise from or incurred or suffered in connection with anything contained in this RFP Document, any matter deemed to form part of this RFP Document, the award of the Assignment, the information and any other information supplied by or on behalf of PSIEC or their employees, any consultants or otherwise arising in any way from the selection process for the Assignment.
- PSIEC reserves the right to reject any or all the proposals submitted in response to this RFP at any stage without assigning any reasons, whatsoever. PSIEC also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the Proposal.
- PSIEC reserves the right to change/ modify / amend any or all of the provisions of this RFP Document.

PUNJAB SMALL INDUSTRIES & EXPORT CORPORATION LIMITED

1.0 INTRODUCTION

PSIEC Ltd. has been acting as a catalyst & springboard for all round development and promotion of industries in Punjab through the development of industrial infrastructure, namely Industrial Focal Points (IFPs)/Industrial Parks (IPs) up to 500 acres of land at various towns and cities of Punjab. Therefore to facilitate the spirit of industry, PSIEC Ltd. provides self-sufficient Industrial Focal Points/Industrial Parks. These industrial hubs, consist of developed plots equipped with Roads, Water Supply Distribution System, Sewage Collection System, Effluent Collection System, Storm Drainage Network, Street Lights and related Electrical Infrastructure.

Government of India has enacted the Right to Fair Compensation and Transparency in Land Acquisition and Rehabilitation and Resettlement Act, 2013 (hereinafter referred to as The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement (RFCTLARR) Act, 2013) on 1st January 2014. As per The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement (RFCTLARR) Act 2013, Social Impact Assessment (SIA) study needs to be carried out before initiating any process of issuance of preliminary notification for the land acquisition. Further, Rehabilitation and Resettlement Scheme is to be prepared before issuance of declaration under Section 19. Though PSIEC has its own Land Acquisition Wing but the strength of the present staff does not match with the quantum of work, hence, there is a need to accelerate the acquisition process through outsourcing the facilitation works. Accordingly, in order to accelerate the acquisition process through outsourcing of the facilitation work relating to land acquisition, PSIEC intends to hire Land Acquisition Facilitating Consultant (LAFC) for meeting its acquisition & related requirements.

2.0 BID PROCESS

(i) This proposal is invited under **single stage two-envelope system**. The bids should be submitted in two separate envelopes / packets and both packets put together in one single outer envelope/packet. The packets shall be marked as under:

Packet 1: Technical Bid (*including EMD & Commercial conditions*)

Packet 2: Financial Bid (*Price bid only*)

(ii) On the date specified in the tender notice, the envelope of all bidders will be opened in the presence of bidders' representative, who may witness opening of bids. During opening, availability of both the envelopes (packet 1 & 2) shall be examined.

(iii) Financial Proposal (Price Bids) of technically qualified bidder(s) shall be opened on pre-determined date, time and venue. Bidders, whose financial proposals shall be opened, will be intimated in advance for being present during the opening of bids.

(iv) Bid document is non-transferable. Bidders shall submit original bid document bearing serial numbers, name written on it and duly signed by the issuing authority of PSIEC to the bidders. Any discrepancy observed shall call for rejection of the bid. Bids received from bidders, in whose name Bidding Document has been issued, shall only be considered.

(v) No extension in the due date shall be considered on account of delay in receipt of Bid Document by post. PSIEC shall not be responsible for not reaching of the blank Bid document dispatched by PSIEC, at the request of the bidder(s).

(vi) The bidders shall keep their offer open for a minimum period of 120 days from the due date, which may be extended further, if required at the request of PSIEC from time to time. Any contravention of the above condition shall make

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the bidder liable for forfeiture of his earnest money deposit. The bidders cannot withdraw their offer within the validity period / extended validity period.

(vii) Proposal should contain two envelopes, which will be contained in one outer envelope. These envelopes should be marked on top of envelope “Technical Proposal” and “Financial Proposal (Price Bid Only)”. Technical envelope should contain EMD, certificates, Letter of Award, CV and any other document related to technical proposal. Financial envelope should contain financial proposal i.e. price bid only (section 7).

(viii) Each page of Bid must be signed and sealed by the bidder or its authorized representative in whose name power of attorney is issued. In such case, an attested copy of power of attorney shall be enclosed. Bids should be submitted in one sealed outer envelope, super-scribed as follows:

Tender notice no.:-

Name of work:-

Name & Address of Bidder:-

(ix) Bidders are required to give unconditional offers. A conditional offer shall be liable for rejection.

3.0 TIMELINES

(i) Sealed proposals must be received at the Central Diary of PSIEC between 06.03.2024 and 26.03.2024 by 03:00 PM in the manner as specified in this RFP at the address given below:-

Functional Head (Planning)
PSIEC
18, Himalaya Marg, Udyog Bhawan,
Sector- 17-A, Chandigarh- 160017

(i) In case, the Bidders want any other information or any communication regarding this Bid, the same can also be collected from the above address.

(ii) The total time for completion of work shall be of two years extendable up to 5 years based on progress of the consultant to the satisfaction of PSIEC from the date of signing of the formal contract between PSIEC and the successful bidder.

Please note that time is the essence of the Contract, and efforts should be made to complete within time.

(iii) The Consultancy contract between successful bidder and PSIEC will be governed by General Conditions of Contract (GCC) for Consultancy Contract, which shall be given to the successful bidder.

4.0 EARNEST MONEY DEPOSIT

All Bids must be accompanied by an Earnest Money Deposit of **Rs. 1,00,000/- (Rupees One Lakh Only)** in the form of a Demand Draft in favour of Punjab Small Industries & Export Corporation Limited (PSIEC)' drawn on any scheduled Bank payable at Chandigarh. The draft pertaining to EMD shall be placed in the same packet marked 'Technical Bid'

Any Bid received without Earnest Money shall be summarily rejected. No interest

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shall be payable on the EMD so long as the same is retained in PSIEC.

Earnest money is liable for forfeiture in following conditions:

- i. On revocation of tender due to increase in rate by the bidder after opening of the tender within the validity period,
- ii. On refusal to accept the work order/Letter of Acceptance after the contract is awarded.
- iii. If the work is not commenced by the consultant on the stipulated date.

Note: EMD of unsuccessful bidder(s) shall be refunded without any interest within 60 days after award of the work to the successful bidder.

5.0 QUALIFICATION CRITERIA

(i) The Bidder must be a reputed Company with atleast five years of experience in the land acquisition facilitation with demonstrable skills in the areas of land acquisition, Social Impact Assessment, resettlement and rehabilitation.

(ii) The Bidder must have been awarded atleast four land acquisition facilitation works including two works related to land pooling from any Government Department or any Organisation owned by Government of India or its PSU, State Government or its PSU, in the last one year. As a proof of this, the bidder must submit a copy of the letter of award of work from such Government Department / Organisation depicting latest position of the work.

(iii) The Bidder must have one Social Expert cum Rehabilitation & Resettlement (R&R) Specialist with a minimum of 15 years of work experience in Social Impact Assessment R&R, LA with excellent skills in writing and speaking English as well as who is well conversant with the

provisions of The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement (RFCTLARR) Act 2013 . The Social Expert must have experience in assisting SIA work under The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement (RFCTLARR) Act 2013. For this purpose any letter of Government showing participation in SIA work should be submitted by the bidder.

- (iv) The Bidder must have an operating office in the State of Punjab /Chandigarh.
- (v) The Bidder should submit requisite papers from the Government Department/ Organisation which had deployed the Consultant and a Certificate of satisfactory completion of work. Failure to produce such documents will summarily call for disqualification of the bidder.
- (vi) For working out the total contractual amount received by the Bidder, any of the following documents will be relied upon :-
 - a) Work order/Certificate from the Government department,
OR
 - b) Audited Balance sheet duly certified by the Chartered Accountant,
OR
 - c) A copy of return filed with IT department duly certified by CA.
- (vii) A Consultant firm may apply individually or as a Joint Venture Association. In case of Joint Venture Association, a maximum of 2 (two) consultant firms are permitted. They should also submit proof of Joint Venture along with the technical bid.

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6.0 TERMS OF REFERENCE

1. Social Impact Assessment and Preparation of Preliminary Notification

The Consultant shall assist in carrying out Social Impact Assessment notification of the proposed acquisition and to assist the agency notified by the State Government for SIA. After completion of SIA and appraisal of the report by the Expert Group, the Consultant shall prepare final notification under Section 11 of The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement (RFCTLARR) Act, 2013. The activities included are:

- Collect certified photocopies of Village Revenue Maps and Jamabandis from the Revenue Department
- Collect Engineering Design/Master Plan
- Superimpose designs/Proposed Layout Plans on Village Revenue Maps
- Verify each rectangle / Khasra no. under field in question
- Delineate and estimate the exact area to be acquired on Plan, where land acquisition is proposed,
- Submission of the land acquisition details to the SIA agency
- Disclosure as per various sections of The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement (RFCTLARR) Act 2013,
- Collect land ownership details from the concerned Tehsil Office.
- Submission of final preliminary notification under Section 11 along with Land Acquisition Plan to the Land Acquisition Collector.

2. Preparation of notification under Section 11 & 19 of The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement (RFCTLARR) Act 2013

The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement (RFCTLARR) Act 2013 has provision of preparation of Rehabilitation & Resettlement Scheme along with the issuance of declaration under Section 19 of the said Act 2013. Following activities are to be undertaken:

- Preparation of draft notification u/s 11(1)
- Disclosure as per section 12 of The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement (RFCTLARR) Act, 2013
- Record objections under section 15 of The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement (RFCTLARR) Act, 2013
- Issuance and distribution of individual notices to the land owners about the measurement of survey of their land/plot/house.
- Issuance and distribution of individual notices to the land owners about the date of objection / land acquisition proceedings under Section 15 of The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement (RFCTLARR) Act, 2013.
- Preparation of reply of objections
- Assistance to the Land Acquisition Collector in hearing of objections
- Preparation of Rehabilitation and Resettlement Scheme
- Assessment of the superstructure, trees or any other structure falling in the proposed area/land.
- Preparation of draft declaration as per requirement of Section 19 of The Right to Fair Compensation and Transparency in Land Acquisition,

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Rehabilitation and Resettlement (RFCTLARR) Act, 2013.

3. Preparation of Compensation and Rehabilitation and Resettlement Award as per Section 26 of The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement (RFCTLARR) Act, 2013.

The fixation of market price & compensation of land and other properties being acquired is to be made as per provisions of Section 26 of The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement (RFCTLARR) Act, 2013. However, for determination of compensation, the Land Acquisition Collector has to consider the rates on which sale of land in the concerned revenue village and area surrounding it was registered in the last three years as per guidelines envisaged in The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement (RFCTLARR) Act, 2013. The following activities would be required to be undertaken:

- Assistance in collection and preparation of sale deed of the last three years & marking of the same on the Aks Shajra Plan vis a vis land under acquisition.
- Assistance in fixing the rate (preparation of complete file) to Land Acquisition Collector
- Assistance in joint inspection of acquired land along with the official of Land Acquisition Collector, Revenue Department, PSIEC and residents/ locals of the village.
- Preparation of Rehabilitation and Resettlement Award
- Demarcation of acquired land and taking the possession thereof
- Assistance in demarcation of land boundary as per area acquired

Preparation of Tatima of the plot

- Survey of acquired and affected structures for valuation through PSIEC
- Re-establishing tatima in the field by making measurement and survey of each rectangle / Khasra no.
- Demarcation of acquired land on ground and submission of plan after demarcation.

4. Disbursement of Compensation

Timely disbursement of compensation is one of the major challenges under facilitation because land records in the villages are not updated on time, transfer of land could not be recorded since the properties are inherited, persons living abroad and prevalence of unrecorded tenure. Under such circumstances disbursing cheques to the actual land owner would require following activities

- Updating land records with the help of Patwaris / Halka Patwaris.
- Public Consultation and sensitization of people about the requirement of actual owner of properties,
- Distribution of cheques in public meeting in villages as per instructions of the Land Acquisition Collector, after duly verifying the identity through Aadhaar etc.
- Preparation of Chakota from Land Pooling area and calculation of Chakota per acre of individual land owners

In case of land pooling, preparation of detailed land pooling plan in consultation with PSIEC; seeking applications from the land owners and their compilations; preparing the compiled statement and putting it on the website inviting objections from the land owners; finalising the land pooling component of each landowner for onward submission to the Estate Wing, PSIEC, in a time bound manner.

5. Possession of Land

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After disbursement of compensation, the land will be taken into possession, demarcated at site and then will be got transferred in the name of PSIEC/DIC in the revenue records. All kinds of assistance for updation of revenue record as well as taking possession from the landowners & handing over the same to the Engg. Wing, PSIEC shall be provided.

6. Demarcation of Land, Taking Possession and RERA Registration along with any updation thereof.

- Assistance in demarcation of land boundary as per area acquired
- Preparation of Tatima of the rectangle / Khasra no. of each piece of acquired land.
- Survey of affected structures for valuation through PSIEC
- Completing mutation and all kind of formalities to get transferred the ownership of land in the name of PSIEC in the revenue records.
- Re-establishing tatima in the field by doing measurement and survey of each rectangle / Khasra no.,
- Demarcation of acquired land and taking possession thereof.
- The agency will collect the documents required for RERA registration of the Project and shall submit online to the Authority and its amendment/updation from time to time for compliance of the RERA Act.

7.0 PAYMENT SCHEDULE

Sr. No.	Payment Milestone	% of Contract Value
1	On Mobilization (5%)	5%
2	On submission of SIA (5%) and under Section 11 Notification (5%)	10%
3	On submission of Rehabilitation & Resettlement Scheme (5%) and Under Section 19 notifications (5%)	10%
4	Finalization of Rate by the Land Acquisition Collector	10%
5	Submission of Rehabilitation & Resettlement and Award of Compensation	10%
6	On completion of Assessment of Structures, fruit bearing trees, Non fruit bearing trees, Tubewell etc.	10%
7	Disbursement of compensation, Chakota and finalization of Land pooling to landowners (12%), Preparation of Chakota and record keeping (3%)	15%
8	Preparation of Tatima(5%) and Mutation (5%)	10%
9	Taking possession of land (5%), Demarcation of land boundary (5%)	10%
10	Submission of data and report (10%)	10%

(Figures in brackets is weightage percentage (%) out of total percent (%) of contract value)

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Forwarding Letter

To,

**Functional Head (Planning),
PSIEC
18, Himalaya Marg, Udyog Bhawan,
Sector- 17-A, Chandigarh- 160017**

Ref:- RFP for Hiring of Land Acquisition Facilitation Consultant

1. I/Wehave read the conditions of tender attached hereto and hereby I/we agree to abide by the laid down conditions. I/we also agree to keep this offer open for a period of **120 days** from the date of opening of Technical Bids and in default thereof, I/We shall be liable for forfeiture of my/our **'Earnest Money'** deposited. I/We offer to do the work as set out in the Bid Document. I/We also agree to abide by the General Conditions of the Contract and to carry out the work according to Special Conditions as laid down by PSIEC for the execution of the subject work.

2. A sum of **Rs. 1,00,000/- (Rs. One Lakh only)** is paid towards Earnest Money Deposit in the shape of Demand Draft. The value of the earnest money shall stand forfeited without prejudice to any other rights or remedies if:

(i) I/We do **not execute the agreement** within 30 days from the date of issue of the LOA by PSIEC.

OR

(ii) I/We do not commence the work within **7 days** after signing of the agreement to that effect.

3. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between ourselves and PSIEC subject to

the modification, as may be mutually agreed and indicated in the LOA or my/our offer for the work.

Signature of Witness:

Name:

Address:

Seal & Signature of Tenderer/Bidder

Name:

Designation:

Bidders/Tenderer's Address

Tel: (STD Code).....

Fax: (STD Code).....

Mobile:-

E-mail:-

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FORM FIN -1

FINANCIAL PROPOSAL SUBMISSION FORM

Place:

Date:.....

To

**Functional Head (Planning),
PSIEC
18, Himalaya Marg, Udyog Bhawan,
Sector- 17-A, Chandigarh- 160017**

Dear Sir,

We, the undersigned, offer to provide the consulting services for Land Acquisition Facilitating Consultant for land acquisition for PSIEC in accordance with your request for Proposal dated [.....]and our Technical Proposal. Our attached Financial Proposal is for the sum of Rs. which is price for lump sum work for nine months on the Schedule of Rates (SOR) (Form FIN-2).

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations up to expiration of the validity period of the Proposal i.e. before the date indicated in IFB.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery or any fraudulent action to influence the decision for award of work. We further 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 namely (Prevention of Corruption Act, 1988”).

We understand you are not bound to accept any proposal received from the undersigned.

Yours Sincerely,

Authorized Signature:

Name

Designation:

Bidders/Tenderer's Address

Tel: (STD Code).....

Fax: (STD Code).....

Mobile:-

E-mail:-

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FORM FIN-2

SCHEDULE OF RATE

Sl. No.	Description of work	Quantity	Price per acre will be inclusive of all Taxes as applicable except GST (in Rs.)
1	Hiring of Land Acquisition Facilitating Consultant for land acquisition for PSIEC	Rate per acre of Acquisition lump sum	
			In figures: Rs...../-
			In Words:

NOTE –

- i) Rate of purchase of land through negotiation under the provisions of the Punjab Regional and Town Planning and Development Act, 1995 shall be 50% of the total quoted price. But in this case the Consultant shall submit detailed report after verifying 30 Years revenue records of each land owner and shall also submit Non Encumbrance Certificate of individual land owner duly issued by the competent authority of the Revenue Department.
- ii) Price shall be quoted both in figure and words. For any discrepancy noticed, amount written in word shall be considered firm and final. For any correction either in figure or words shall be re-written afresh, deleting incorrect figure or words by single line, duly authenticated/signed.

(Seal & Signature of Bidder)