

# ***RFP DOCUMENTS***

## ***Request for proposal for***

***Consultancy Service for supervision of construction and bill processing till completion of the project for implementation of master plan at R.C.F.A (Ranigaunge Coal Field Area) for mouza Bijohnagar, Ranigaunge at Jamuria block under Asansol Subdivision at district- Burdwan***

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***REQUEST FOR PROPOSAL (RFP)  
DOCUMENT***

**OFFICE OF THE SUPERINTENDING ENGINEER**  
WEST CIRCLE ERSTWHILE HOUSING CONSTRUCTION CIRCLE -II  
PURTA BHAVAN  
BURDWAN  
PIN- 713103

**VOL. I - SECTION 1  
NOTICE INVITING RFP**

# OFFICE OF THE SUPERINTENDING ENGINEER

## WEST CIRCLE ERSTWHILE HOUSING CONSTRUCTION CIRCLE - II

PURTA BHAVAN

BURDWAN

PIN- 713103

[Email- sehcc2@gmail.com](mailto:Email-sehcc2@gmail.com)

[Ph.No.- 03422646311](tel:03422646311) [Fax No.- 0342264631](tel:0342264631)

Memo No. 590/1W – 372

Dated : 18/05/2017

### REQUEST FOR PROPOSAL (RFP)

#### e-Notice Inviting RFP No. 01 (2<sup>nd</sup> Call) of 2017-18 of WEST CIRCLE ERSTWHILE HOUSING CONSTRUCTION CIRCLE - II

Housing Directorate Government of West Bengal.

TENDER REFERENCE NO. WBHOUSING/SE/HCC-II/e-NIRFP-01/2<sup>nd</sup> Call/2017-2018

1. Superintending Engineer, West Circle, invites sealed proposals on single stage two packet systems from experienced and reputed Consulting firms to provide **Consultancy Services** for the following work as per particulars given hereunder.

2 Name of work: **Consultancy Service for supervision of construction and bill processing till completion of the project for implementation of master plan at R.C.F.A (Ranigaunge Coal Field Area) for mouza Bijohnagar, Ranigaunge at Jamuria block under Asansol Subdivision at district- Burdwan**

3. Features of the project: In response to the meeting held in the chamber of Chief Secretary, government of west Bengal on 26.09 2016 regarding implementation of master plan for rehabilitation in RCF area where it has been decided that the entire project for rehabilitation under RCFA will be undertaken by the housing department along with the construction work of four storied building block each comprising 16 nos.of flat. Presently the above noted mouza is to be covered under the scheme. **As per the present land area statement there are 26.08 acre land in Bijaynagar mouza Ranigaunge at Jamuria block under Asansol Subdivision, district, Burdwan, Project cost Rs. 152.29 Crore (One Hundred Fifty-two Crore and Twenty nine Lacs )approximately.**

4. Bid Security: **Rs. 3.00(Three) lac** (Necessary Bid Security will be deposited by the bidder electronically: online – through his net banking enabled bank account, maintained at any bank or: offline – through any bank by generating NEFT/ RTGS challan from the e-tendering portal. Intending Bidder will get the Beneficiary details from e-tender portal with the help of Digital Signature Certificate and may transfer the Bid Security from their respective Bank as per the Beneficiary Name & Account No., Amount, Beneficiary Bank name(ICICI Bank) & IFSC Code and e-Proc Ref No. Intending bidder who wants to transfer Bid Security through NEFT/RTGS must read the instruction of the Challan generated from E-Procurement site. Bidders are also advised to submit Bid Security of their bid, at least 3 working days before the bid submission closing date as it requires time for processing of Payment of Bid Security.

5. Cost of bidding document: **Rs.10,000/- (Ten Thousand)**

6. Period of Completion: 360 days.

7. RFP documents: Request For Proposal (RFP) document consisting of detail scope of work, project details, eligibility criteria etc. can also be obtained by downloading from office's website [www.wbtenders.gov.in](http://www.wbtenders.gov.in).

8. **A :- Important information**

Date & Time schedule

Sl. No.	Particulars	Date & Time
1.	Date of uploading of e-N.I.T. Documents online) (Publishing Date)	<b>18/05/2017</b>
2.	Documents download start date (Online)	<b>18/05/2017 after 2.00 pm</b>
3.	Documents download end date (Online)	<b>16/06/2017 at 5.00 pm</b>
4.	Date of Pre Bid Meeting with the intending bidders In the MINI CONFERENCE HALL under Housing Department, 1, K.S.Roy Road, New Secretariat Building, 3 <sup>rd</sup> Floor, Block - C, Kolkata - 700001.	<b>30/05/2017 at 12.00 Noon</b>
5.	Bid submission start date (Online)	<b>31/05/2017 after 1.00 pm</b>
6.	Bid Submission closing (Online)	<b>16/06/2017 at 5.00 pm</b>
7.	Bid opening date for Technical Proposals (Online)	<b>19/06/2017 at 11.00 am</b>

**LOCATION OF CRITICAL EVENT**

**Pre Bid Meeting** →

MINI CONFERENCE HALL under Housing Department, 1, K.S.Roy Road, New Secretariat Building, 3<sup>rd</sup> Floor, Block - C, Kolkata - 700001.

**Bid Opening** →

Office of the Superintending Engineer, West Circle erstwhile Housing Construction Circle-II Purta Bhavan (Ground Floor), P.O.- Sree Pally, Dist. Burdwan, PIN- 713103

9. RFP document containing eligibility and qualification criteria will be opened first and evaluated. The Consulting firms will be selected based on fulfilling the prescribed qualification & eligibility criteria. Financial proposal of selected Consulting firms only will be opened for evaluation of financial offers subsequently.

10. For any queries and clarification, interested Consultants may visit the site and may contact the Superintending Engineer West Circle erstwhile Housing Construction Circle - II at the address mentioned at para 11 below.

**11. Address for Communication:**

**OFFICE OF THE SUPERINTENDING ENGINEER  
WEST CIRCLE ERSTWHILE HOUSING CONSTRUCTION  
CIRCLE II  
'PURTA BHAVAN Road, Burdwan – 713103,  
Phone : 03422646311,. Fax : 03422646311  
Web site : [www.wbhousing.gov.in](http://www.wbhousing.gov.in)**

12. Interested Consulting firms may consult the housing department website mentioned above regularly to see Corrigenda/Addenda which may be issued by department from time to time prior for submission of the proposal as given in para 8.

13. Superintending Engineer, West Circle erstwhile housing Construction Circle - II reserves the right to accept/reject any or all proposals without assigning any reason thereof.

14. In case if there be any objection regarding prequalifying the Agency that should be lodged to the Superintending Engineer, West Circle erstwhile Housing Construction Circle - II, within 2 (two) days from the date of publication of list of qualified agencies and beyond that time schedule no objection will be entertained by the Evaluation Committee.

15. Successful bidder (L1) will have to purchase 6 (six) copies of tender documents [4 (four) nos. in W.B.F. No. 2911 (ii) & 2 (two) nos. in plain paper] at usual cost which mentioned in e-Notice Inviting RFP from the office of the respective Executive Engineer.

16. Where an individual person holds a digital certificate in his own name duly issued to him by the company or the firm of which he happens to be a director or partner, such individual person, either belonging to an appropriate cadre officer of the company or an authorized partner of a firm, having a registered power of attorney empowered by the board or by the firm, shall invariably upload a copy of registered power of attorney showing clear authorization in his favour, to upload such tender.

The power of attorney shall have to be registered to accordance with the provisions of the Registration Act, 1908.

17. The bidder should submit necessary labour license from the competent authority under contract labour (Regulation & Abolition) Act '1970.

18. No child labour will be allowed at the working site.

**Superintending Engineer  
West Circle Erstwhile Housing  
Construction Circle - II, Housing Dte.**

Copy forwarded to the Deputy Director of Information, (Information Branch) Department of Information & Cultural Affairs, Govt. of West Bengal with the request to kindly arrange for **publication of the notice in 3 (three) daily newspaper i.e. each in Bengali, in English & in Hindi as per F.D. Memo No. 2254-F(Y) dated 24.04.2014** with an information to this office. He is also requested to note that the matter for publication are stated below :-

“For & on behalf of Hon’ble Governor of West Bengal, Superintending Engineer, West Circle erstwhile Housing Construction Circle No. II, invite open tender vide **e-Notice Inviting RFP No. 01 (2<sup>nd</sup> call) of 2017 – 2018 Consultancy Service for supervision of construction and bill processing till completion of the project for implementation of master plan at R.C.F.A (Ranigaunge Coal Field Area) for mouza Bijohnagar, Ranigaunge at Jamuria block under Asansol Subdivision at district- Burdwan. Approximate Project Cost – Rs. 152.29 Crore, Date of submission start date (Online) is 31/05/2017 after 1.00 PM. Date of submission closing (online) is 16/06/2017 at 5.00 PM.** Detail information/download/upload will be available in the website <http://wbtenders.gov.in>. Further corrigendum & addendum if required will be published only on website”.

**Superintending Engineer  
West Circle Erstwhile Housing  
Construction Circle - II, Housing Dte.**

Copy forwarded for favour of kind information to the:-

- 1) The Chief Engineer, Housing Directorate (In duplicate).
- 2) The Joint Secretary, Housing Department for display on the Website of Housing Department.
- 3) The Superintending Engineer, Housing Directorate, North Circle / South Circle / Western Circle No. I / II, Eastern Circle / Presidency Circle I & II, P.W.D., Superintending Engineer (Elec.), H&P, Works, PWD.
- 4) The Executive Engineer, Housing Directorate, Siliguri Division/Malda Division/Kolkata South-I/ Kolkata South-II/Kolkata North-I/II/Nadia Division/Burdwan Division/Bankura Division/Midnapore Division/ Electrical Division No. I / II
- 5) Federation of Contractors’ Association, West Bengal.
- 6) Notice Board.
- 7) Estimating Branch of this office for information.

**Superintending Engineer  
West Circle Erstwhile Housing  
Construction Circle - II, Housing Dte.**

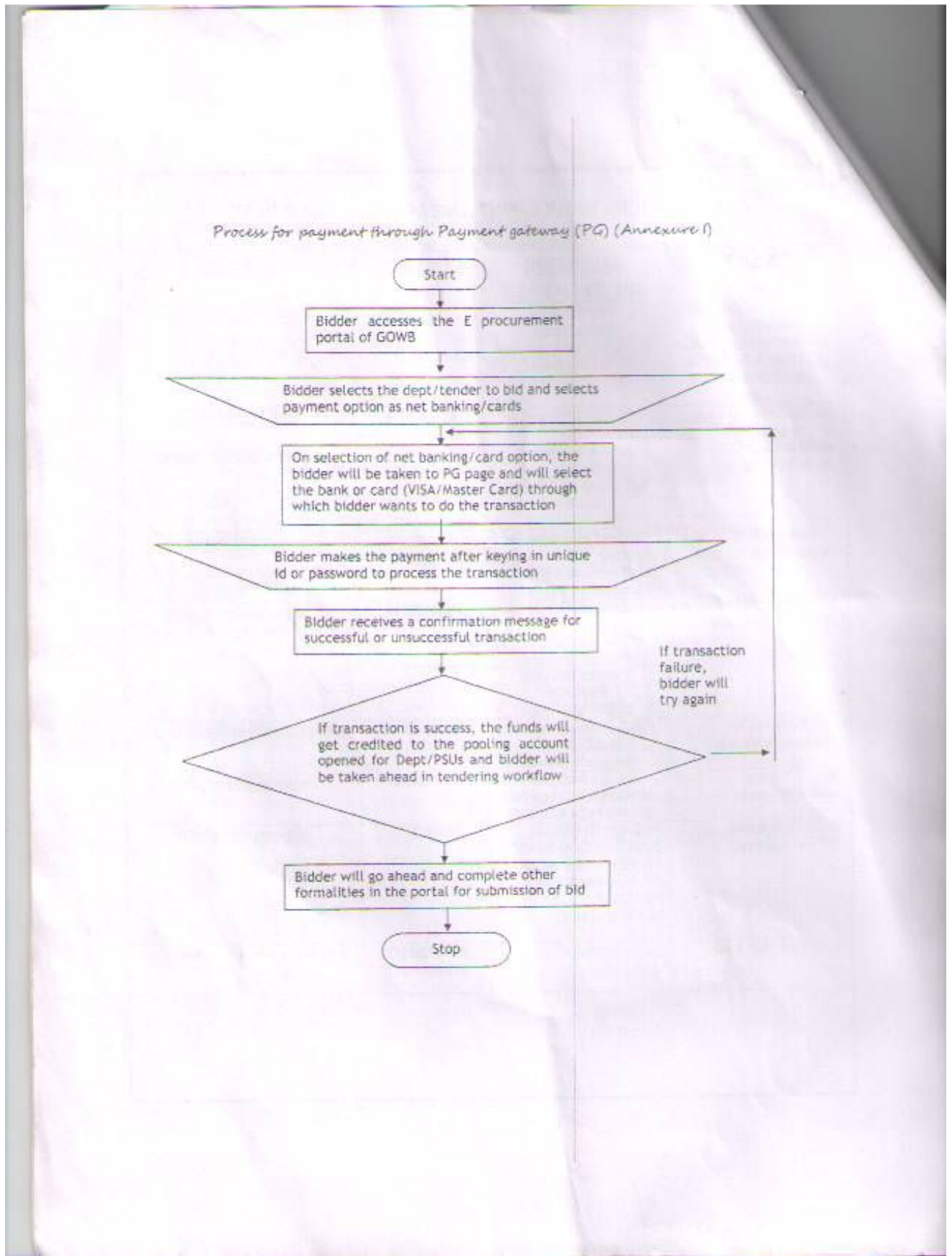
**Copy forwarded for information & wide circulation to the :-**

1. Vice-Chairman, HRBC, St. Georges Gate Road, Kol.
2. Chief Engineer,(HQ),PWD,WB, Nabanna, 8<sup>th</sup> Floor, Howrah.
3. Chief Engineer, E.Z-I, CPWD, Nizam Palace, Kol.
4. Chief Engineer-I, WB HIDCO, New Town, Rajarhat.
- 5 Director General (Operation), KMDA, Unnayan Bhawan Salt Lake,
- 6 Chief Municipal Engineer, Development & Planning Department, KMC, S.N. Banerjee Road, Kol.
7. Chief Executive Officer, ADDA

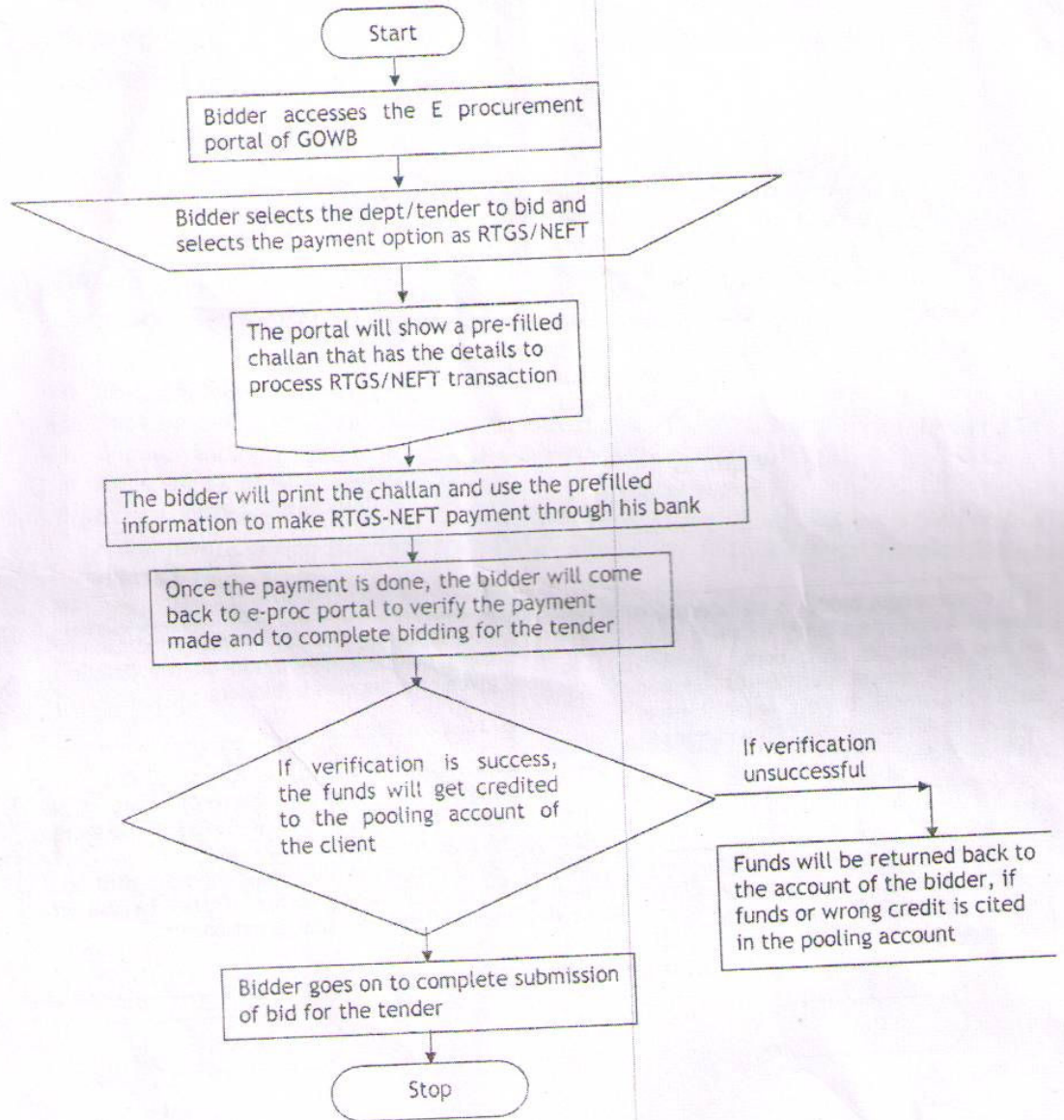
**Superintending Engineer  
West Circle Erstwhile Housing  
Construction Circle - II, Housing Dte.**



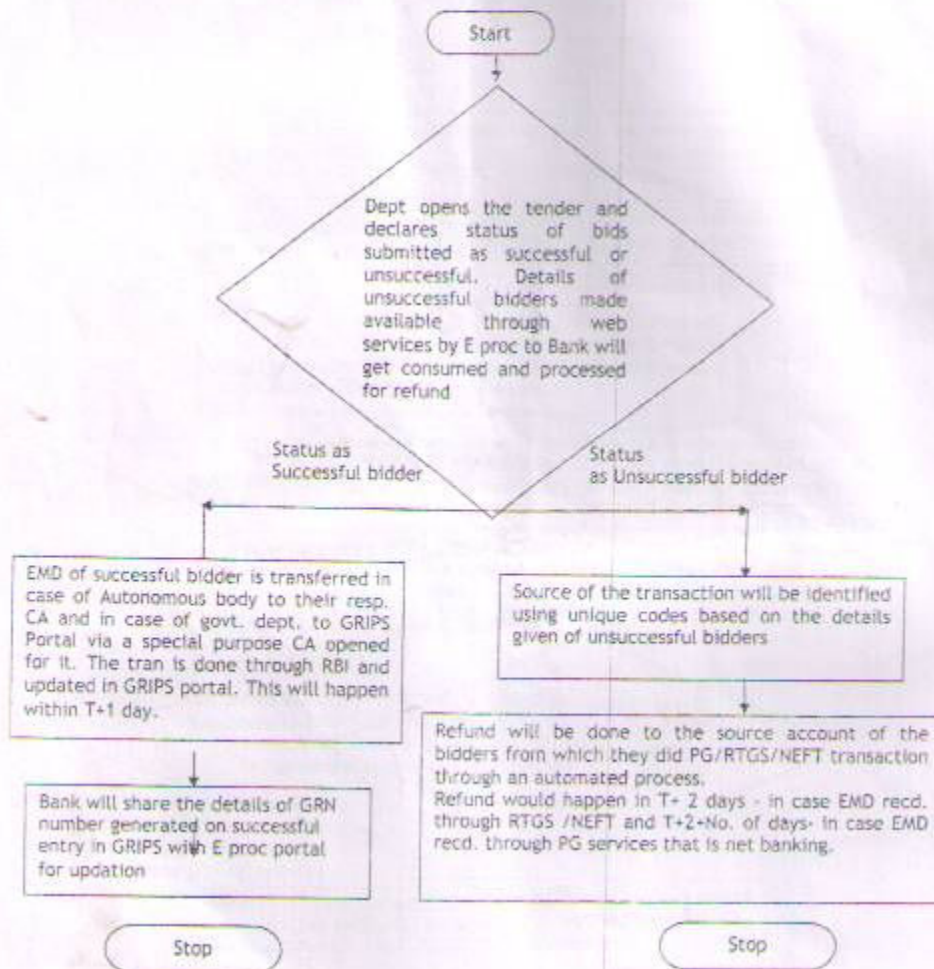
## PROCEDURE OF BID SECURITY THOROUGH RTGS / NEFT



Process for payment through RTGS/NEFT (Annexure II)



Process of refund/settlement (Annexure III)



**VOL. I - SECTION 2  
INSTRUCTIONS TO BIDDERS**

**VOL. I, SECTION 2.  
INSTRUCTIONS TO BIDDERS**

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**VOL. I, SECTION 2.  
INSTRUCTIONS TO BIDDERS**

**A. GENERAL**

**1. SCOPE OF BID**

**1.1 Project Background**

In response to the meeting held in the chamber of Chief Secretary, Government of West Bengal on **26.09 2016** regarding implementation of master plan for rehabilitation in RCF area where it has been decided that the entire project for rehabilitation under RCFA will be undertaken by the Housing department along with the construction work of four storied building block each comprising 16 nos. of flat. Presently the mouza to be covered under the scheme is Bijohnagar at Jamuria block under Asansol Sub-Division, District Burdwan.

Superintending Engineer West Circle invites request for proposal(RFP) to appoint a reputed Consultancy firm for **Consultancy Service for supervision of construction and bill processing till completion of the project for implementation of master plan at R.C.F.A (Ranigaunge Coal Field Area) for mouza Bijohnagar,Ranigaunge at Jamuria block under Asansol Subdivision at district- Burdwan**

**Ancillary structures includes following:**

**Primary / Secondary school**

**Play ground**

**ICDS centre**

**Electrical Sub-station block**

**Community area like market, groceries etc. depending upon availability of land.**

**Intze type water reservoir of capacity 01(one) lac gallon.**

Above details are tentative and are subject to change. Above description is given only for the purpose of submitting the proposal.

**1.2 Scope of Work**

**1.2.1**

- (a) Construction Supervision in all stages and bill processing till completion of the project including certifying the required test.
- (b) Preparation & submission of As-built Drawings (Both for Civil, S&P, Drainage, Water supply network, Roads and pavement network & Electrical Works) and obtaining Completion Certificate from concerned Sanctioning Authorities and/or Power Supply Authority, as per requirement.
- (c) The entire Planning, Designing, Drawings, Cost Estimates, etc. of the scheme must be as per requirement and satisfaction of department. Necessary approval of the "Approval Committee" of the department formed for this purpose must be obtained on all such documents before finalization.
- (d) Special attention shall be given to energy saving devices / designs with maximum natural lighting and ventilation, renewable energy sources and eco-friendly features and cutting edge technology with green feature.



(e) The consultancy firm will must have to set up the site office in around visinity of site in Asansol within 15 days after receipt of Notice to Proceed with the work till finalization of the project.

(f) The Consultancy service will cover the construction period of the project for taking measurement and preparing bill, revision of working drawings consequent to site requirement etc. Activities required for preparation & submission of As-built drawing and obtaining Completion Certificate from concerned authorities during & after the construction period will be the responsibility of the Consultant.

1.2.2 Since this is a time bound project, no time overrun is acceptable except in case of force Majure or other calamity. The bidder should submit a phase wise work plan mentioning their schedule of providing their services in respect of different items of work.

1.2.3 **Master Plan of Layout Design**

a. The Consultant shall obtain approval from local / statutory authorities according to the applicable acts, laws, regulations etc. and make any changes desired by such authorities in consultation with Department at no extra cost. The approved documents shall have to be submitted to Department in original for its reference and record.

b. The consultant shall be responsible for arranging and obtaining of all approvals from all Local/Statutory authorities like Airport Authority, Environment Dept., Fire Dept., Wireless & Telecommunication Dept./Power Supply Authority / Directorate of Electricity, Govt. of W.B. etc. according to prevailing bye-laws, Laws and Regulations etc. if required. The client shall pay all statutory fees required for obtaining the approvals from various local bodies/statutory bodies if required.

\*structural design for building blocks and for ancillary structure will be provided by Housing Directorate, Government of West Bengal

1.2.4 Deleted

1.2.5 Deleted

1.2.6 **Services Design**

The design for the following services shall be carried out as per the provisions of the design brief for respective services and shall be approved by client.

a. Landscaping:

Appropriate landscaping works shall be designed to be in harmony with the surrounding Environment and neighborhood also shall be submitted to the Department. The objective is to provide a harmonious and friendly environment with green area and landscape features.

b. Other Services:

Any other services connected with the work shall be designed as per standard practice.

### 1.2.7 **Construction Stage**

During construction of the project, the day to day consultant shall visit the site for thorough supervision of workmanship and material specification along with any clarifications/modifications/suggestions etc. are required and for consequent revision of working drawings arising from site requirement. For revision/modification of working drawings, no charges shall be paid by the Employer.

### 1.2.8 **Time for completion**

The successful Bidder will have to complete the work as per time schedule given hereunder :

<u>Sl. No.</u>	<u>Activity</u>	<u>Time schedule</u>
1	Submission of plans/drawings to local civic bodies for obtaining approval of the Local/Statutory authorities according to the applicable acts, laws, regulations etc.	30 (thirty) days from date of issuing of the Notice to proceed with the work’.
2	Supervision of project for maintaining the workmanship and material specification and preparation of bills with due certification of compliance towards specification and technicalities.	330 (three hundred and thirty) days from the date of commencement of the work.

Activities required for preparation of Completion/As Built Drawings during & after the construction period will be the responsibility of the Consultant.

Thus, Time for completion of the work is 360(three hundred and sixty) days from the date of issue of the ‘Notice to proceed with the work’.

## **2. ELIGIBLE BIDDERS**

- 2.1 The proposals for this contract will be considered only from those bidders (proprietorship firms, partnership firms, companies, corporations) who meet requisite eligibility criteria subject to complying with the provisions in Sub-Clause 2.2, Sub-Clause 2.3, Sub-Clause 2.4 and Clause 3.
- 2.2 Bidder must not have been debarred or deregistered by any central/state government department or public sector undertaking, statutory body. Also no work of the bidder must have been rescinded by client after award of contract during last 5 years. The bidder should submit notarised undertaking to this effect in proforma as given in Vol. I, Section 3D.
- 2.3 Joint venture will not be allowed to participate in the above e-NIRFP.
- 2.4 No mobilization /secured advance shall be allowed.
- 2.5 Arbitration will not be allowed. The Clause No. 25 of 2911(ii) is to be considered as deleted clause vide gazzatte notification no. 558/SPW-13th December, 2011.
- 2.6 Conditional/ Incomplete tender will not be accepted.



### 3. QUALIFICATION OF THE BIDDER

#### Eligibility and Qualification Criteria

##### 3.1 **Consultancy Experience:**

- a) The consultant should have the experience in architectural planning along with town planning design concept and construction supervision of the entire project in last five years. The consultant must have completed detailed architectural and structural designs including all services like electrical, sanitary & plumbing, sewerage & drainage etc. for mass housing projects including record measurement and bill processing for Govt., Semi-Govt., and Public Sector or Joint Sector organizations.

Experience of completed projects shall be submitted in the following format:

Sl. No.	Name of the project	Name & address of Client with Telephone No., email ID.	Detail of the project, Cost of the project, Total built up area of the project, Facilities provided	Cost of consultancy (in Rs.)	Date of start & completion (Stipulated & Actual) of the consultancy services	Authentication certificate by the competent Authority

Completion certificates and documentary evidences with photographs, duly self-attested, should be attached in support of the above submission.

##### 3.2 **Financial Capacity:**

- a) **Agency having credential of completion of a single project with a valuation of Rs. 80.00 (eighty) crore in last five years and successful completion certificate to be authenticated by the competent authority.**

##### 3.3 **Technical Manpower Deployment:**

The consultant must give undertaking that they will deploy the following key personnel for carrying out the consultancy services in connection with the project if the contract is awarded to them eventually. The key technical personnel must be on their regular roll of the firm/consultancy or as Associates for at least one year prior to the date of bid submission. Besides, the consultancy firm will also undertake to deploy non-technical manpower and **provide adequate design and drafting facilities including licensed software.** The bidder should submit undertaking for technical manpower deployment as per format given in Vol. I, Section 3E

**Details of Minimum Manpower:**

Sl. No.	designation of the personnel	Number	Qualifications	Minimum experience (in years)	Rate of Recovery in case of non deployment @ pro rata basis
1	Project Manager	01 ( one)	Degree In Civil Engg	20 Years having experience of min two one similar nature of work experience In Central/State Govt works /PSU/Autonomous body or equivalent With computer knowledge in MS word & EXCEL- (Minimum 10 yrs experience in the capacity of Exe.Engr/ above in any Govt/Central PSU)	Rs.75000/- (Rupees Seventy five thousand) only per month
2	Senior Engineer-(Civil & PH) Execution/Quality Reporting to Project Manager	01 ( one)	Degree In Civil Engg	5 Years Degree holders and 10 yrs for Diploma With computer knowledge With computer knowledge in MS word & EXCEL	Rs.50000/- (Rupees fifty thousand) only per month
3	Senior Engineer-(Electrical) Execution/Quality Reporting to Project Manager	01 ( one)	Degree In Electrical Engg	5 Years Degree holders and 10 yrs for Diploma With computer knowledge With computer knowledge in MS word & EXCEL	Rs.50000/- (Rupees fifty thousand) only per month
4	Junior Engineer-Execution (Civil & PH)	8 ( eight)	Diploma In Civil Eng	4 Years In major civil works	Rs.30000/- (Rupees thirty thousand) only per month
5	Junior Engineer-Execution (Electrical)	03 ( three)	Diploma In Electrical Eng	4 Years In major electrical works	Rs.30000/- (Rupees thirty thousand) only per month
6	Safety & Labour Welfare Officer Reporting to Project Manager	01 ( one)	Diploma with Certificate of Safety with labour regulations/	6 years in Major manufacturing/construction unit labour strength more than 10 Nos in experience In Central/State Govt works /PSU/Autonomous body or equivalent	Rs.30000/- (Rupees thirty thousand) only per month
7	Surveyor	01 ( one)	Diploma In Surveying	6 Years In major surveying works In Central/State Govt works /PSU/Autonomous body or equivalent	Rs.30000/- (Rupees thirty thousand) only per month

### **Terms & Conditions :-**

1. All Personnel mentioned above shall be available full time at site of work/office and daily attendance register shall be maintained signed to be sent to Authorised personnel empowered by Housing Department, Govt. of West Bengal at 10.30 A.M. for counter sign. Monthly Payment Part shall be paid on submission of original attendance register. The consultant will be liable for any defect and repair through the agency.
2. Except Sundays & declared National holidays all personnel to be present for the duty and necessary arrangements shall be made in case of works being executed. and shall conform to clause 11 of conditions of consultancy contract
3. In case of any persons absent continuously more than 7(seven) day including suffix and prefix prior approval of Housing Department to be taken and suitable alternate arrangement of substitution shall be made failing which recovery for the absent period shall be made in their payment as per the rate mentioned against each. Recovery of the amount shown against each shall be retained till deployment in addition to non-payment for the absent period and shall be released only after deploying such personnel.

**Note:** The CV of the above key personnel should be submitted duly signed by the key personnel and counter signed by the bidder. The CV should give all details in order to satisfy the requirements mentioned above as per format given in Vol. I, Section 3F

#### **4. PARTICIPATION IN BIDS**

- 4.1 Bidder shall submit only one bid either by himself, or as a partner. A bidder who submits or participates in more than one bid shall be disqualified.

#### **5. COST OF BIDDING**

- 5.1 The bidder shall bear all costs associated with the preparation and submission of bid and the Employer will in no case be responsible or liable for those costs.

## **6. SITE VISIT**

6.1 The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for himself on his own responsibility all information and data for preparing the bid and entering into a contract for the captioned works. The costs of visiting the Site and collection of information and data shall be at the bidder's own expense.

### **B. RFP Documents**

## **7. CONTENT OF RFP DOCUMENTS**

7.1 The RFP documents are those stated below, and should be read in conjunction with any Addenda, if any, issued in accordance with Clause 9.

1. Notice Inviting RFP
2. Instructions to Bidders
3. General Conditions of Contract
4. Financial Offer with Payment Schedule
5. Forms of Bid and Bid Security
6. Form of Agreement
7. Form of Bank Guarantee for Performance Security.
8. Undertaking for Technical Manpower Deployment (Notarial)
9. Undertaking for Not debarred (Notarial)
10. Drawing

7.2 The bidder is expected to examine carefully the contents of the RFP documents. Failure to comply with the requirements of bid submission will be at the bidder's own risk. Pursuant to Clause 25, bids which are not substantially responsive to the requirements of the RFP document will be rejected.

## **8. CLARIFICATION OF RFP DOCUMENTS**

8.1 A prospective bidder requiring any clarification of the RFP documents may contact the office of Superintending Engineer, West Circle erstwhile Housing Construction Circle II and get their issues clarified during valid working days and office hours.

## **9. AMENDMENT OF RFP DOCUMENTS**

9.1 At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the RFP documents by issuing addenda.

9.2 Any addendum thus issued shall be part of the RFP documents pursuant to Sub-Clause 9.1, and shall be communicated in writing or by cable or through website to all purchasers of the RFP documents. Prospective bidders shall acknowledge receipt of each addendum by writing or through e-mail to the Employer.

## C. PREPARATION OF BIDS

### 10. LANGUAGE OF BID

10.1 The RFP shall be prepared in English language. All the documents related to bids supplied by the bidder should also be in English language.

### 11. DOCUMENTS COMPRISING THE BIDS

#### A-1. Statutory Cover Containing

- (i) Prequalification Application (Vol.-I Section 3A).
- (ii) Tender Form No. 2911(ii) & e-Notice inviting RFP (download properly and upload the same digitally Signed).

#### A-2. Non statutory Cover Containing

- i. Professional Tax (PT) deposit current receipt challan, PAN Card, Current IT Return for last 5 (five) years, VAT Registration Certificate, Current VAT deposit receipt challan, Trade License, Service Tax Registration etc.
- ii. Registration Certificate under Company Act. (if any).
- iii. Registered Deed of partnership Firm/ Article of Association and Memorandum.
- iv. Registered Power of Attorney (For Partnership Firm/ Private Limited Company, if any).
- v. Tax Audit Report in 3 CD Form along with Balance Sheet and Profit and Loss A/c for the last five years (year just preceding the current Financial Year will be considered as year – I).
- vi. List of technical staff (Civil & Electrical) along with structure and organization.
- vii. Credential
- viii) Information regarding litigation etc. to be furnished.
- xi) Bank solvency certificate to be furnished.
- x) List of documents for electrical works.

Note:- The eligibility of a bidder will be ascertained on the basis of scanned copy of all original documents duly digitally signed as stated in A-1 & A-2. Failure of submission of any of the above mentioned documents (as stated in A1 and A2) will render the tender liable to summarily rejected for both statutory & non statutory cover.

### 12. BID PRICES

- 12.1 Unless stated otherwise in the RFP documents, the Contract shall be for the whole Works as described in Clause 1 of Vol. I Section - 2, based **on the percentage of the Project cost as consultancy fees submitted by the bidder**. The accepted bid shall be the finally arrived contract price according to latest SOR, PWD.
- 12.2 All duties taxes & other levies including Educational Cess etc. as imposed by Govt. of India & Govt. of West Bengal valid on date of bidding, payable by the Contractor under the Contract, or for any other cause, shall be included in the rates. Housing Department will not make any payments towards taxes, duties, levies etc. for the entire contract period. Service Tax/GST will be paid extra by the Housing Department if applicable, after getting approval from the Concerned Authority of Govt. of West Bengal.
- 12.3 The quoted consultancy fees for supervision quoted by the bidder are FIRM for the entire contract period including extensions.

### **13. CURRENCIES OF BID AND PAYMENT**

13.1 The factor towards evaluation of consultancy fees shall be quoted by the bidder to convert it entirely in Indian Rupees.

### **14. BID VALIDITY**

14.1 Bids shall remain valid for a period of 180 (one hundred eighty) days after the date of Bid opening specified in Clause 22.

14.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by cable. A bidder may refuse the request without his the bid security being forfeited. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for the period of extension, and in compliance with Clause 15 in all respects.

### **15. BID SECURITY**

15.1 The bidder shall furnish, as part of his bid, a bid security of the amount specified in the Notice inviting RFP.

15.2 The bid security shall be deposited by the bidder electronically: online – through his net banking enabled bank account, maintained at any bank or: offline – through any bank by generating NEFT/ RTGS challan from the e-tendering portal. Intending Bidder will get the Beneficiary details from e-tender portal with the help of Digital Signature Certificate and may transfer the Bid Security from their respective Bank as per the Beneficiary Name & Account No., Amount, Beneficiary Bank name(ICICI Bank) & IFSC Code and e-Proc Ref No. Intending bidder who wants to transfer Bid Security through NEFT/RTGS must read the instruction of the Challan generated from E-Procurement site. Bidders are also advised to submit Bid Security of their bid, at least 3 working days before the bid submission closing date as it requires time for processing of Payment of Bid Security.

15.3 Any bid not accompanied by an acceptable bid security shall be rejected outright by the Employer as non-responsive.

15.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, after final selection of the bidder

15.5 The Bid security of the successful Bidder will be returned when the bidder has furnished performance security/ Professional Indemnity Insurance Policy and signed the agreement.

15.6 The bid security may be forfeited

- (a) if the bidder withdraws his bid during the period of bid validity;
- (b) if the bidder does not accept the correction of his bid price, pursuant to Clause 26 or
- (c) in the case of a successful bidder fails within the specified time limit to
  - (i) sign the Agreement
  - (ii) furnish the required performance security/ Professional Indemnity Insurance Policy.

## **16. PRE-BID MEETING**

All the intending bidders will have to attend the pre bid meeting as mentioned in the RFP notice.

## **17. FORMAT AND SIGNING OF BID**

- 17.1 The bidder shall prepare only one copy of the RFP documents comprising the bid as described in Clause 7 of Instructions to Bidders.
- 17.2 The bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the bidder, pursuant to Sub-Clause 18.1 sl. No. (4). All pages of the bid shall be initialed by the person or persons signing the bid.
- 17.3 The bid shall contain no alterations, omissions or additions, except those to comply with instructions issued by Employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

### **D. Submission of Bids**

The intending bidders are required to quote the rate *on line*.

18. **DELETED**
19. **DELETED**
20. **DELETED**
21. **DELETED**

### **E. Bid Opening and Evaluation**

- 22 Opening of Technical proposal :- Technical proposals will be opened by Bid evaluation Committee.

The financial proposal should contain the following documents in one cover (folder) i.e. Bill of quantities (BOQ) the contractor is to quote the rate in % (Percentage) online through computer in the space marked for quoting rate in the BOQ.

## **23. PROCESS TO BE CONFIDENTIAL**

- 23.1 Information relating to examination, clarification, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the Employer's processing bids or award decisions may result in the rejection of the bidder's bid.

## **24. CLARIFICATION OF BIDS**

24.1 To assist in the examination, evaluation and comparison of bids, the Employer may, at his discretion, ask any bidder for clarification of his bid, including breakdowns of rate analysis. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause 26.

## **25. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS**

25.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid (i) meets the eligibility criteria (ii) has been properly signed; (iii) is accompanied by the required securities; (iv) is substantially responsive to the requirements of the RFP documents; and (v) provides any clarification and/or substantiation that the Employer may require pursuant to Sub-Clause 24.1

25.2 A substantially responsive bid is one, which conforms to all the terms, conditions and specifications of the RFP documents, without material deviation or reservation. A material deviation or reservation is one (i) which affects in any substantial way the scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistent with the RFP documents, the Employer's rights or the bidder's obligations under the Contract; or (iii) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

25.3 If a bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

25.4 The criteria of non-responsiveness are as stated below but are not limited to them:

- i) Failure to comply with the Scope of Work given in Clause 1.2
- ii) Failure to comply with the requirements of bid submission
- iii) Failure to submit Bid Security as per Clause 15
- iv) Failure of Bid to conform to all the terms, conditions of RFP documents
- v) A bid which materially deviates from the requirements of the RFP documents or is a conditional offer
- vi) Any other reason which in the opinion of the Employer renders the bid non-responsive.
- vi) The Employer's decision as to the non-responsiveness of any bid shall be final.

## **26. DELETED**



## **27. EVALUATION AND COMPARISON OF BIDS**

- 27.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 25.
- 27.2 In evaluating the bids, the Employer will determine for each bid the Evaluated Bid Price by adjusting the Bid Price as follows:
- (a) making an appropriate adjustment for any other acceptable variations, and deviations;

## **F. AWARD OF CONTRACT**

### **28. AWARD**

- 28.1 Subject to Clause 29, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the Lowest Evaluated Bid Price.

### **29. EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

- 29.1 Notwithstanding Clause 28, the Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer's action.

### **30. NOTIFICATION OF AWARD**

- 30.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder by e-mail confirmed by registered letter that his bid has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") shall name the sum which the Employer will pay the Consultant in consideration of the execution of the Works by the Consultant as prescribed by the Contract (hereinafter and in the Conditions of Contract called "the Contract Price").
- 30.2 The notification of award will constitute the formation of the Contract.
- 30.3 Upon final selection of the bidder, the Employer will promptly notify the other bidders that their bids have been unsuccessful.

### **31. SIGNING OF AGREEMENT**

- 31.1 At the same time that he notifies the successful bidder that his bid has been accepted, the Employer will send the bidder the Form of Agreement provided in the RFP documents, incorporating all agreements between the parties.
- 31.2 Within seven days of receipt of the Form of Agreement, the successful bidder shall sign the Form and return it to the Employer.

### **32. PERFORMANCE SECURITY/GUARANTEE**

Within seven days of receipt of the notification of award from the Employer, the successful bidder shall furnish to the Employer a performance security of an amount of 10% (ten percent) of the consultation fees as agreed. Same will be valid for three years and will be released as per PWD security release norms, in the form of acceptable Bank Guarantee. The form of performance security provided in Section 3C of the RFP documents may be used or some other form acceptable to the Employer. Validity of Bank Guarantee shall cover entire duration of consultancy period including extended period, if any. The Bank Guarantee shall be released/closed after satisfactory completion of assignment.

### **33. ANNULMENT OF THE AWARD**

Failure of the successful bidder to comply with the requirements of Clauses 31 or 32 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

### **34. ISSUE OF NOTICE TO COMMENCE**

After receipt of Performance Security/ Professional Indemnity Insurance Policy from the Consultant as stipulated in Clause 32 of Instructions to Bidders or even after award of the contract through issue of Letter of Acceptance the Engineer will notify the consultant to commence work as soon as reasonably possible with due expedition and without delay. If the consultant fails to commence works from the date of issue of Notice to Commence Work, that will constitute a breach of contract and in that case the Employer will have right to annul the contract with forfeiture of Performance Security/ Professional Indemnity Insurance Policy and if the same is not deposited forfeiture of Bid Security.

**THE ABOVE STATED NON-STATUTORY/TECHNICAL DOCUMENTS SHOULD BE ARRANGE IN THE FOLLOWING MANNER**

<b>Sl. No.</b>	<b>Category Name</b>	<b>Sub Category Description</b>	<b>Details</b>
A.	CERTIFICATES	CERTIFICATES	<ol style="list-style-type: none"> <li>VAT Registration certificate &amp; VAT Registration Current Receipt Challan</li> <li>PAN</li> <li>P. Tax (Challan)</li> <li>Current IT return (last 5 (five) years)</li> <li>Sale Tax Challan/Sale Tax</li> <li>Trade License</li> <li>Service Tax Registration</li> </ol>
B.	Company Details	Company Details – I	<ol style="list-style-type: none"> <li>Society (Society Registration copy, Trade License).</li> <li>Power of attorney.</li> <li>Partnership Firm (Partnership Deed, Trade License).</li> <li>Bye Law.</li> <li>Current Audit Report.</li> </ol>
C.	Credential	Credential 1	<ol style="list-style-type: none"> <li>Similar nature of Govt., work done &amp; completion certificate which is applicable for eligibility in this tender.</li> </ol>
D.	Man Power	Technical Personnel	List Of Technical Staffs alongwith Structures & Organization (As per e-NIRFP)
E	Financial Information	Work in Hand	<ol style="list-style-type: none"> <li>Financial Statement duly filled up.</li> <li>Bid Capacity &amp; all other documents stated in the e-NIRFP</li> </ol>
		Profit & Loss A/c. & Balance Sheet for last 5 (five) years	Profit & Loss A/c. & Balance Sheet (with Annexure & 3CD form in case of Tax Audit).

## **Consultancy scope of work**

- 1) Day to day supervision of the construction work of the executing agency as per specification.
- 2) Record measurement of works to be performed under the endorsement of the site in charge of Housing Department.
- 3) Removal of bottlenecks if any in the construction process in terms of legal matters or any other else.
- 4) Bill processing in consultation with site in charge and certification towards completeness of the work in terms of specification and technical parameters.
- 5) Preparation of as build drawing for all layouts and detail such as water pipe network, electrical power line network, sewerage and drainage disposal etc. layout network.
- 6) Supervision of the structures up to defect liability period i.e. up to 3(three) years from the actual completion of the project.
- 7) All correspondence with Executing Agency/statutory authorities, technical advice, as consultation with Housing Deptt. If necessary.
- 8) Forwarding of the verified bill submitted by the agency after checking it with the field activity.
- 9) Vetting of variation, scope addition, alteration, substitution, change in specification with its concurrence as will be submitted by agency and forwarded it to the same for concurrence of the Housing Department / Directorate.
- 10) General advisory services for client for monitoring of the progress & presentation and presence in coordination meeting.
- 11) Attending the monitoring/review meetings of the Executing Agency, attending such other meetings convened by the Agency or Department / Authority concerning the project.
- 12) Advice to Client (Housing Department) on non-compliances of various contractual issues like minimum wages, workman Compensation, ESI, PF, Safety etc. to be made by the agency.
- 13) Inspection of this rectified defective works done by the agency with a period of 01 month (one month) with the defect liability period along with the agency for civil/electrical engineering works / xxxxx and certification of same.
- 14) Necessary drawings & documents preparation related to obtain permission from the Statutory bodies.
- 15) Finalization of initial drainage layout plan with all invert level & final disposal, water supply line network location & staging height of over head reservoir & tube well. Road layout including its crust level finalization in accordance with finalization building layout plan.

**VOL. I - SECTION 3:**

<u>SECTION 3A :</u>	FORM OF BID
<u>SECTION 3B :</u>	FORM OF AGREEMENT
<u>SECTION 3C :</u>	FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY
<u>SECTION 3D:</u>	UNDERTAKING FOR NOT BLACKLISTED
<u>SECTION 3E:</u>	UNDERTAKING FOR TECHNICAL MANPOWER DEPLOYMENT
<u>SECTION 3F:</u>	C.V. FOR KEY TECHNICAL PERSONNEL
<u>SECTION 3G:</u>	BID CAPACITY
<u>SECTION 3H:</u>	PRE-QUALIFICATION APPLICATION
<u>SECTION 3I:</u>	FINANCIAL STATEMENT
<u>SECTION 3K:</u>	UNDERTAKING
<u>SECTION 3L:</u>	BANK SOLVENCY CERTIFICATE
<u>SECTION 3M:</u>	DECLARATION BY THE BIDDER

**VOL. I**  
**SECTION 3A.**  
**FORM OF BID**

**Name of Contract:** **Consultancy Service for supervision of construction and bill processing till completion of the project for implementation of master plan at R.C.F.A (Ranigaunge Coal Field Area) for mouza Bijohnagar,Ranigaunge at Jamuria block under Asansol Subdivision at district- Burdwan**

To  
The Superintending Engineer  
West Circle erstwhile Housing Construction Circle II  
Purta Bhavan  
Burdwan  
713103

Gentlemen,

1. In accordance with the Conditions of Contract and Specifications furnished by Superintending Engineer, West Circle erstwhile Housing Construction Circle II and drawings as furnished by him, and Addenda for execution of the above named works, we the undersigned offer to conduct the Consultancy Service for supervision of construction and bill processing till completion of the project for implementation of master plan at R.C.F.A (Ranigaunge Coal Field Area) for mouza Bijohnagar,Ranigaunge at Jamuria block under Asansol Subdivision at district- Burdwan for the amount of (insert the factor for evaluation of the consultancy fee both in figure and words) .....  
.....  
..... quoted by us in the Financial Offer as prescribed by Superintending Engineer, West Circle erstwhile Housing Construction Circle II in accordance with the said Conditions and other bid documents.
2. We undertake, if our Bid is accepted, to commence the Works as soon as possible after the receipt of the notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Bid.
3. We agree to abide by this Bid until ....., 2017 and it shall remain binding upon us and may be accepted at any time before the expiration of that date.
4. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding Contract between us.
5. We agree to execute the works at the quoted lump sum fees without escalation from the date of LOA up to the date of completion including extensions.

6. We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this ..... day of ....., 2017.

Signature..... in the capacity of .....  
..... duly authorized to sign bids for and on behalf of  
..... (in block  
letters or typed)

Address: .....  
.....

Witness: .....

Address: .....  
.....

Occupation: .....

**VOL. I**  
**SECTION 3B.**

**FORM OF AGREEMENT**

This CONTRACT ( hereinafter called the “Contract” ) is made the \_\_\_\_\_ day of the month of \_\_\_\_\_, 2017 between, on the one hand, the Governor of the state of West Bengal, represented by The Superintending Engineer, West Circle erstwhile Housing Construction Circle II, Purta Bhavan Burdwan 713103 (hereinafter called the “Employer” ) and, on the other hand, \_\_\_\_\_ ( hereinafter called the “Consultants” )

**WHEREAS**

- (A) the employer has requested the Consultants to provide certain consulting services as defined in the General Conditions attached to this Contract ( hereinafter called the “Services” );
- (B) the Consultants, having represented to the employer that they have the required professional skills, personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - a) The Agreement
  - b) Letter of Acceptance
  - c) Addenda to the RFP Document, if any
  - d) Form of Bid duly filled up
  - e) Instructions to Bidder
  - f) The General Conditions of Contract
  - g) Financial Offer with Payment Schedule
  - h) Drawing
  - i) Notice Inviting Request For Proposal
  - j) Other Documents as agreed upon
  
- 2. The mutual rights and obligations of the employer and the Consultants shall be as set forth in the Contract in particular:
  - (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract,  
and
  - (b) the employer shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

**FOR AND ON BEHALF OF**  
**[EMPLOYER]**

By \_\_\_\_\_  
**Authorized Representative**

**FOR AND ON BEHALF OF**  
**[CONSULTANTS]**

By \_\_\_\_\_  
**Authorized Representative**



**VOL. I**  
**SECTION 3C.**  
**FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY**

WHEREAS ..... (Name of Bidder) (hereinafter called “the Consultant”) has submitted his bid dated ..... (Date) for “Consultancy Service for supervision of construction and bill processing till completion of the project for implementation of master plan at R.C.F.A (Ranigaunge Coal Field Area) for mouza Bijohnagar,Ranigaunge at Jamuria block under Asansol Subdivision at district- Burdwan (herein called “the Bid”) by The Superintending Engineer, West Circle erstwhile Housing Construction Circle II, Purta Bhavan Burdwan 713103 (hereinafter called the employer which expression shall unless repugnant to or inconsistent with the context mean and include its successors and assigns).

KNOW ALL MEN by these presents that, We, ..... (Name of Bank) having its registered office at ..... (hereinafter called “the Bank”) are bound unto ..... (Name of Employer) (hereinafter called “the Employer”) in the sum of Rs. .... (Amount of Guarantee) for which the payment well and truly to be made to the said Employer the Bank binds himself, his successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this ..... day of ..... 2017.

THE CONDITIONS of this obligation are:

1. If the bidder having been notified of the acceptance of his Bid by the Employer during his period of validity:
  - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders.
  - (b) fails or refuses to furnish the performance security in accordance with the Instructions to Bidders,

Or
2. If the bidder fails or refuses to execute the assignment as specified in the contract.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two conditions, specifying the occurrence condition or conditions.

This Guarantee will remain in force upto ..... or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

NOTWITHSTANDING anything contained hereinabove,

- (i) Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees ..... only)
- (ii) This Bank Guarantee shall be valid upto ..... and
- (iii) We are liable to pay the Bank Guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before .....

DATE.....  
.....  
(SIGNATURE OF THE BANK)

WITNESS .....  
.....  
(BANK SEAL)

.....  
(Signature, Name and Address)

**VOL. I**  
**SECTION 3D.**

**INFORMATION REGARDING CURRENT LITIGATION, DEBARRING/EXPELLING OF  
TENDERER OR ABANDONMENT OF WORK BY BIDDER DURING LAST 05 (FIVE) YEARS**

1. a) Is the Applicant currently involved in any litigation : YES / NO  
relating to the contract works.
- b) If yes, give details with reasons :
2. a) Has the Applicant or any of its constituent partners : YES / NO  
been debarred / expelled by any Agency in India,  
during the last 5 (five) years.
- b) If yes, give details with reasons :
3. a) Has the Applicant or any of its constituent : YES / NO  
abandoned / suspended any contract during the,  
last 5 (five) years.
- b) If yes, give details with reasons :

---

Note: If any information in this Schedule is found to be incorrect or concealed, pre-qualification application will be summarily rejected.

**Stamp & Signature of authorized  
signatory**

**VOL. I**  
**SECTION 3E.**

**UNDERTAKING FOR TECHNICAL MANPOWER DEPLOYMENT**

I ..... (Name and designation) appointed as the attorney/authorized signatory of the Consultant (including its constituents), M/s. ....  
..... (hereinafter called the Consultant) for the purpose of the Bid for the work of “Consultancy Service for supervision of construction and bill processing till completion of the project for implementation of master plan at R.C.F.A (Ranigaunge Coal Field Area) for mouza Bijohnagar,Ranigaunge at Jamuria block under Asansol Subdivision at district-Burdwan do hereby solemnly affirm and state on behalf of the Consultant including its constituents as under:

We undertake that we will deploy the following key technical personnel, as given in enclosed sheet for carrying out the consultancy services in connection with the project.

We undertake to deploy non-technical manpower and provide adequate design and drafting facilities including licensed software.

Enclosures: Sheet showing details of key technical personnel.

.....  
**SEAL AND SIGNATURE OF  
THE CONSULTANT**

---- Consultancy Service for supervision of construction and bill processing till completion of the project for implementation of master plan at R.C.F.A (Ranigaunge Coal Field Area) for mouza Bijohnagar,Ranigaunge at Jamuria block under Asansol Subdivision at district- Burdwan ----

**DETAILS OF KEY TECHNICAL PERSONNEL**

*(Enclosed sheet of Form 3E)*

<b>Name of the Firm:</b>				
<b>Sl. No.</b>	<b>Name of the personnel</b>	<b>Qualifications</b>	<b>Experience in similar kind of work (in years)</b>	<b>Assigned for the proposed work (full time/part time)</b>

**VOL. I**  
**SECTION 3F.**

**CURRICULUM VITAE (CV) FOR KEY TECHNICAL PERSONNEL**

- 1) **Proposed Position** *[Only one candidate shall be nominated for each position]:* \_\_\_\_\_
- 2) **Name of Firm** *[Insert Name of firm proposing the staff]:* \_\_\_\_\_  
\_\_\_\_\_
- 3) **Name of Staff** *[Insert full name]:* \_\_\_\_\_
- 4) **Date of Birth:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_
- 5) **Education** *[Indicate college/University and other specialized education of staff member, giving names of institutions, degrees obtained and dates of obtainment]:* \_\_\_\_\_  
\_\_\_\_\_
- 6) **Membership of Professional Association:** \_\_\_\_\_
- 7) **Other Training** *[Indicate significant training since degrees under 5 – Education obtained]:* \_\_\_\_\_  
\_\_\_\_\_
- 8) **Countries of Work Experience** *[List countries where staff has worked in the last ten years]:* \_\_\_\_\_  
\_\_\_\_\_
- 9) **Languages** *[For each language indicate proficiency: good, fair or poor in speaking, reading and writing]:* \_\_\_\_\_  
\_\_\_\_\_
- 10) **Employment Record** *[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held]:*  
From [Year] \_\_\_\_\_ To [Year] \_\_\_\_\_  
Employer: \_\_\_\_\_  
Position held: \_\_\_\_\_

<p>11) <b>Detailed Tasks Assigned</b> [List all tasks to be performed under this assignment]</p>	<p>12) <b>Work undertaken that best Illustrates Capability to handle the Tasks Assigned</b> <i>[Among the assignment in which the staff has been involved, indicate the following information for those assignment that best illustrate staff capability to handle the tasks listed under point 11]</i> Name of assignment of project: _____ _____ Year: _____ Location: _____ Client: _____ Main project features: _____ Positions held: _____ Activities performed: _____</p>
--	---

13) **Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

\_\_\_\_\_ Date: \_\_\_\_\_  
*[Signature of staff member]* *[Day/Month/Year]*

\_\_\_\_\_  
Signature of the Bidder

**VOL. I**  
**SECTION 3G**  
**BID CAPACITY**

Information of audited financial statements for the last year to demonstrate the current soundness of the Bidder's financial position :

1. The Bidder's Net worth for the last year calculated on the basis of capital, profit & free reserve available to the firm should be positive.
2. Bidders, who meet the minimum qualification criteria, will be qualified only if their available bid capacity at the expected time of bidding subject to minimum Rs. 2.00 Crore (Rupees Two Crore). The available bid capacity will be calculated as under:

Assessed Available Bid Capacity = (A x N x 2 - B) where

A = Maximum value of works in respect of projects executed in any one year during the last 5 (five) years (updated to the price level of the year indicated in table below under note) taking into account the completed as well as works in progress.

N = Number of years (i.e. \_\_\_\_\_ year) prescribed for completion of the works for which Bids are invited.

B= Financial Liability of the bidder to be incurred for existing commitments & on-going works during the period of the subject contract.

To calculate the value of 'A'

- i) A table containing value of Works in respect to Projects undertaken by the bidder during the last 5 (five) years is as follows :

Sl. No.	Year	Value of Works undertaken w.r.t. Projects (Rs. In Crores)
1	Year - 5	
2	Year - 4	
3	Year - 3	
4	Year - 2	
5	Year - 1	

- ii) Maximum value of projects that have been undertaken during the F.Y. \_\_\_\_\_ out of the last 5 years & value thereof is Rs. \_\_\_\_\_ Crores. (Rupees \_\_\_\_\_). Further, value updated to the price level of the year indicated in Table is as follows:

Rs. \_\_\_\_\_ Crores x \_\_\_\_\_ (Updation Factor as per Table annexed)

Rs. \_\_\_\_\_ Crores (Rupees \_\_\_\_\_).

Table indicating the factory for the year for updation to the price level is indicated as under

Sl. No.	F.Y. / Calender year	Updation factor
1	Year - 1	1.0
2	Year - 2	1.05
3	Year - 3	1.10
4	Year - 4	1.15
5	Year - 5	1.20

- iii) Net worth for the last year of \_\_\_\_\_ (name of the company)

.....  
.....  
Signature, name & designation of  
Authorised Signatory

For & on behalf of  
..... (Name of the  
Applicant)

.....  
.....  
Name of the Statutory firm

Seal of the audit firm  
(Signature, name & designation &  
membership No. of authorised  
signatory)

To calculate the value of 'B'

2. A table # containing of all the existing commitments & on-going works to be completed during the next\_\_\_\_\_ years (prescribed time for completion of the works for which Bids are invited) is as follows:-

Sl. No.	Name of work / Project	Name of the Employer	Percentage of participation of Bidder in the Project	Stipulated period of completion as per Agreement / LOA with the start date	Value of Contract as per Agreement / LOA Rs. ____	Value of work completed Rs. ____	Balance value of work to be completed Rs. ____	Anticipated date of completion	Financial liability to incurred for the said work/project during the period of the subject contract Rs. ____
1	2	3	4	5	6	7	8	8	10

.....  
 .....  
 Signature, name & designation of  
 Authorised Signatory

For & on behalf of  
 ..... (Name of the  
 Applicant)

Note :

1. All the documents to be submitted in support of Annexure – P must be duly signed & sealed by the applicant / bidder & authenticated by Statutory Auditor’s firm.
2. In case of a Joint Venture, Lead Member of such joint venture shall be required to meet 60% of required Bid Capacity & each of the Joint Venture Members shall be required to meet atleast 30% of requirement of BID Capacity. Bid capacity of all members in total should be atleast 100% of required Bid capacity (Not allowed in this e-NIT).



**VOL. I**  
**SECTION 3H**  
**PRE-QUALIFICATION APPLICATION**

**To**  
**The Superintending Engineer**  
**West Circle erstwhile Housing Construction Circle No. II**  
**Housing Directorate**

Ref: - eNIT RFP for \_\_\_\_\_  
(Name of work) \_\_\_\_\_

**e-N.I.T.RFP No.: of 2017-18 of The Superintending Engineer, West Circle erstwhile Housing Construction Circle No. II.**

Dear Sir,

Having examined the Statutory, Non statutory and e-NIT RFP documents, 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 and Accepting Authority/Engineer-in-Charge can amend the scope and value of the contract bid under this project.
- (b) Tender Inviting and Accepting Authority/Engineer-in-Charge reserves the right to reject any application without assigning any reason.

**Enclo:- e-Filling:-**

- 1. Statutory Documents
- 2. Non Statutory Documents

Signed by an authorized  
officer of the firm

\_\_\_\_\_  
Title of the officer

\_\_\_\_\_  
Name of the Firm with Seal

Date

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**SECTION 3I**  
**FINANCIAL STATEMENT**

**B.1** Name of Applicant :

**B.2** Summary of assets and liabilities on the basis of the audited financial statement of the last five financial years.

(Attach copies of the audited financial statement of the last five financial years)

	1st Year (Rs. In lakh)	2nd Year (Rs. In lakh)	3rd Year (Rs. In lakh)	4th Year (Rs. In lakh)	5th Year (Rs. In lakh)

a) Current Assets :

(It should not include investment in any other firm)

b) Current liabilities :

(It should include bank overdraft)

c) Working capital :

(a) – (b)

d) Net worth :

(Proprietors Capital or Partners Capital or Paid up Capital + Reserve and surplus)

e) Bank loan/ Guarantee :

**B.3** Annual value of construction works undertaken :

Work in hand i.e. Work order issued	As on 31.03.2017	As on 31.03.2016	As on 31.03.2015	As on 31.03.2014	As on 31.03.2013

Work in progress				Work order issued but work not started		
Sl. No.	Name of the work with Agreement No.	Contract Price	% of work executed	Sl. No.	Name of the work with Agreement No.	Contract Price

**B.4 Bid Capacity:**

[AxNx2 -B]

A = Maximum value of work done in a single year during last five years

B = Value at current price level of existing commitments and ongoing works to be completed in the next N years.

N = Time of completion of the work in years for which tender has been invited

**N.B.** The Audited Balance Sheet and Profit and Loss Account with all the schedules and annexure forming part of the Balance Sheet and Profit and Loss Account for the last five years should be given. All these financial statements should be signed by a competent authority for the last five years.

Signed by an authorized officer of  
the firm

\_\_\_\_\_  
Title of the officer

\_\_\_\_\_  
Name of the Firm with Seal

Date \_\_\_\_\_

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**(To be furnished in Non – Judicial Stamp paper  
of appropriate value duly notarized)**

<b>Work in progress</b>				<b>Work order issued but work not started</b>		
Sl. No.	Name of the work with Agreement No.	Contract Price	% of work executed	Sl. No	Name of the work with Agreement No.	Contract Price

\_\_\_\_\_  
Signed by an authorized officer of the firm

\_\_\_\_\_  
Title of the officer

\_\_\_\_\_  
Name of the Firm with Seal

Date \_\_\_\_\_

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**(To be furnished in Non – Judicial Stamp paper**  
**of appropriate value duly notarized)**

1. I, the under-signed do certify that all the statements made in the attached documents are true and correct. In case of any information submitted proved to be false or concealed, the application may be rejected and no objection/claim will be raised by the under-signed.
2. The under-signed also hereby certifies that neither our firm \_\_\_\_\_ nor any of constituent partner had been debarred to participate in tender for Govt. works during the last 5 (five) years prior to the date of this e-NIT RFP.
3. The undersigned would authorize and request any Bank, person, Firm or Corporation to furnish pertinent information as deemed necessary and/or as requested by the Department to verify this statement.
4. The undersigned understands that further qualifying information may be requested and agrees to furnish any such information at the request of The Department.
5. Certified that I have applied in the tender in the capacity of individual/as a partner of a firm and I have not applied severally for the same work.
6. Certify that the rates have been offered by carrying out & completing the work to the satisfaction by the Department by taking due consideration of all factors after inspection of the work site & going through the detailed Notice Inviting RFP.

\_\_\_\_\_  
Signed by an authorized officer of the firm

\_\_\_\_\_  
Title of the officer

\_\_\_\_\_  
Name of the Firm with Seal

Date \_\_\_\_\_

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**Bank Solvency Certificate**

---

This is to certify that .....(name of firm) is a reputed company with a good financial standing. If the contract for the work, namely "..... "(As per eNIRFP against Notice Inviting RFP No. .... of the Superintending Engineer, West Circle erstwhile Housing Construction Circle No. II, Govt. of West Bengal is awarded to the above firm, we shall be able to provide overdraft / credit facilities to the extent of Rs..... (Rupees.....) only to meet their working capital for executing the above contract during the contract period.

Signed by an authorized officer of the Bank with seal  
Name of the Bank  
Address of the Bank  
Phone No.  
e-Mail ID  
Date

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**SECTION 3M**

**DECLARATION BY THE BIDDER**

I/We have inspected the site of work and have made myself/ourselves fully acquainted with local conditions in and around the site of work. I /We have carefully gone through the Notice Inviting RFP and other bid documents mentioned therein.

My/Our tender is offered taking due consideration of all factors regarding the local site conditions stated in this Detailed Notice Inviting Tender to complete the proposed work in all respects.

I/We promise to abide by all the stipulations of the contract documents and carry out and complete the work to the satisfaction of the department.

I/We have applied in the tender in the capacity of individual / as a partner of a firm.

\_\_\_\_\_  
**Signature of the bidder with Seal**

**VOL. I - SECTION 4**  
**GENERAL CONDITIONS OF CONTRACT**

## GENERAL CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

Unless to context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “**Applicable Law**” means the laws and any other instruments having the force of law in India , as they may be issued and in force from time to time;
- (b) “**Contract**” means this Contract between the Client and the Consultants;
- (c) “**Effective Date**” means the date on which this Contract comes into force and effect pursuant to Clause 2.1 hereof ;
- (d) “**Government**” means the Housing Department Government of West Bengal the Client
- (e) “**Personnel**” means persons engaged by the Consultants or by any Sub-consultant as employees or Associates and assigned to the performance of the Services of any part thereof;
- (f) “**Party**” means the Client or the Consultants, as may the case may be;
  
- (g) “**Project**” means “Consultancy Service for supervision of construction and bill processing till completion of the project for implementation of master plan at R.C.F.A (Ranigaunge Coal Field Area) for mouza Bijohnagar,Ranigaunge at Jamuria block under Asansol Subdivision at district- Burdwan.
- (h) “**Services**” means the work to be performed by the Consultants pursuant to this Contract for the purpose of the Project, as described in scope of Bid in Clause 1 of Vol. I, Section 2
- (i) The term “**Client**” means West Bengal Housing Department.
- (j) The term “**Employer**” shall mean the Superintending Engineer, West Circle erstwhile Housing Construction Circle II and include his successor and assignee;
- (k) The term “**Engineer**” means the Executive Engineer, Burdwan Division , appointed by the Employer to act as Engineer for the purposes of the Contract ;
- (l) The term “**Engineer’s Representative/Assistant**” means a person appointed from time to time by the Engineer who will be responsible to the engineer and shall carry out such duties and exercise such authority as may be delegated to him by the engineer.
- (m) Any communication given by the engineer’s representative/ assistant to the consultant shall have the same effect as though it had been given by the engineer. If the consultant questions any communication of the engineer’s representative/assistant he may refer the matter to the engineer who shall confirm, reverse or vary the contents of such communications.

**1.2 Relation between the Parties**

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Client and the Consultants. The Consultants, subject to this Contract, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

**1.3 Law Governing Contract**

This Contract, its meaning and interpretation, the relation between the Parties and settlement of disputes shall be governed by the law in force in West Bengal, India, within the jurisdiction of the High Court, Kolkata.

**1.4 Language**

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

**1.5 Headings**

The headings shall not limit, alter or affect the meaning of this Contract.

**1.6 Notices**

1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the following address:

For the Client .....  
.....  
.....  
  
For the Consultants .....  
.....  
.....

1.6.2 Notice will be deemed to be effective as follows :

(a) in the case of personal delivery or registered mail, on delivery

1.6.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to this Clause.

**1.7 Location**

The Services shall be performed at such locations as are specified in Clause 1 of Instructions to Bidders, Vol. I, Section 2.



## **1.8 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract, may be taken or executed:

- (i) on behalf of the Client by the Superintending Engineer, West Circle erstwhile Housing Construction Circle II or his designated representatives;
- (ii) on behalf of the Consultants ..... his designated representatives.

## **1.9 Taxes and Duties**

All duties taxes & other levies including Educational Cess etc. as imposed by Govt. of India & Govt. of West Bengal valid on date of bidding, payable by the Contractor under the Contract, or for any other cause, shall be included in the rates. Housing Department will not make any payments towards taxes, duties, levies etc. for the entire contract period. Service Tax/GST will be paid extra by the Housing Department if applicable, after getting approval from the Concerned Authority of Govt. of West Bengal.

## **2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

### **2.1 Effectiveness of Contract**

This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultants instructing to begin carrying out the Services (the “Notice to Commence”).

### **2.2 Expiration of Contract**

Unless terminated earlier pursuant to Clause 2.6 hereof this Contract shall terminate when, pursuant to the provisions hereof, the Services have been completed and the payments have been made.

### **2.3 Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties.

### **2.4 Force Majeure**

#### **2.4.1 Definition**

- (a) For the purpose of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockout or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of Party or such Party’s sub-consultants or agent or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.

- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

#### **2.4.2 No Breach of Contract**

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

#### **2.4.3. Measure to be Taken**

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measure to minimize the consequences of any event of Force Majeure.

#### **2.4.4 Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

#### **2.4.5 Payments**

For reactivating the Services after the end of Force Majeure no additional payment will be made to the consultant unless mutually agreed by both parties.

#### **2.4.6 Consultation**

Not later than thirty (30) days after the Consultants, as the result of an event of Force Majeure, have become unable to perform a substantial portion of the Services the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

### **2.5 Suspension**

The Client may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Service provided that such notice of suspension (i) shall specify the nature of the failure and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of Such notice of suspension.

## **2.6 Termination**

### **2.6.1 By the Client**

The Client may, by not less than thirty (30) days' written notice of termination of the Consultants (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than ninety (90) days), such notice to be given after the occurrence of any of the events specified paragraph (a) through (f) of this Clause 2.6.1, terminate this contract

- (a) if the consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.5 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;
- (b) if the Consultants become insolvent or bankrupt or enter into any agreement with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 hereof;
- (d) if the Consultants submit to the Client a statement which has material effect on the rights, obligations or interests of the Client and which the Consultant know to be false;
- (e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than ninety (90) days; or
- (f) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

### **2.6.2 By the Consultants**

The Consultants may, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraph (a) through (d) of this Clause 2.6.2, terminate this Contract;

- (a) if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 8 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;
- (b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days ( or such longer period as the Consultants may have subsequently approved in writing ) following the receipt by the Client of the Consultants' notice specifying such breach;
- (c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days ; or
- (d) if the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause 8 hereof.

### **2.6.3 Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clause 2.6 hereof, or upon expiration of this Contract pursuant to Clause 2.2 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 3.3 hereof, (iii) the Consultants' obligation to permit inspection, copying and auditing of their account and records set forth in Clause 3.7 (ii) hereof, and (iv) any right which a Party may have under the Applicable Law.

### **2.6.4 DELETED**

### **2.6.5 Payment upon Termination / Cessation of Service**

Upon termination of this Contract pursuant to Clause 2.6.1. or 2.6.2 hereof, the Client shall make the following payments to the Consultants:

- (i) amount for items of service which have been executed prior to the date of termination but payment for the same not yet made to the consultant.
- (ii) a proportionate sum being the amount of any expenditure reasonably incurred by the Consultant for the Service partially performed.

### **2.6.6 Disputes about Events of Termination**

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause 2.6.1. or in Clause 2.6.2. hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 8 thereof.

## **3. OBLIGATIONS OF THE CONSULTANTS**

### **3.1 General**

#### **3.1.1 Standard of Performance**

The Consultants shall perform the Services and carry out their obligations there under with all due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the construction industry and with professional engineering and consulting standards recognized by international professional bodies, and shall observe sound management and technical and engineering practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always, act, in respect of any matter relating to this Contract or the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with sub-consultants or Third Parties.

### **3.1.2 Law Governing Services**

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-consultants, as well as Personnel and agents of the Consultants and any Sub-consultants, comply with the Applicable Law.

## **3.2 Conflict of Interests**

### **3.2.1 Consultants not to Benefit from Commissions, Discounts, etc.**

The remuneration of the Consultants pursuant to Clause 6 hereof shall constitute the Consultants' sole remuneration in connection with this Contract Services and, subject to Clause 3.2.2 hereof, the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or the Services or in the discharge of their obligations there under, and the Consultants shall use their best efforts to ensure that any Sub-consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

### **3.2.2 Procurement Rules of Funding Agencies**

If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants shall at all times exercise such responsibility in the best interest of the Client.

### **3.2.3 Consultants and Affiliates not to be otherwise Interested in Project**

The Consultants agree that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with sub-consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for the project.

### **3.2.4 Prohibition of Conflicting Activities**

Neither the Consultants nor their Sub-consultants nor the Personnel of either of them shall engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this control.

## **3.3 Confidentiality**

The Consultants, their Sub-consultants and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract of the Client's business or operations without the prior written consent of the Client.

## **3.4 Liability of the Consultants**

The Consultants shall be liable to the Client for the performance of the Services in accordance with the provisions of this Contract and for any loss suffered by the Client as a result of a default of the Consultants in such performance, subject to the following limitations:

- (a) The Consultants shall not be liable for any damage or injury caused by or arising out of the act, neglect, default or omission of any persons other than the Consultants, its Sub-consultants or the Personnel of either of them, and
- (b) The Consultants shall not be liable for any loss or damage caused by or arising out of circumstances over which the Consultants had no control.

### **3.5 Indemnification of the Client by the Consultants**

The Consultants shall keep the Client, both during and after the term of this Contract, fully and effectively indemnified all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including, but not limited to, legal fees and expenses, suffered by the Client or any Third Party, where such loss, damage, injury or death is the result of a wrongful action, negligence or breach of Contract of the Consultants or their Sub-consultants, or the Personnel or agents of either of them, including the use or violation of any copyright work or literary property or patented invention, article or appliance.

### **3.6 Insurance to be taken by the Consultants**

The Consultants (i) shall take out and maintain at their own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, set forth below, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that current premiums thereof have been paid :

- (a) Third Party motor vehicle liability insurance in respect of motor vehicle operated by the Consultants or their Personnel.
- (b) Third party liability insurance
- (c) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultants in accordance with the relevant provision of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
- (d) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.

### **3.7 Accounting, Inspection and Auditing**

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof and (ii) shall permit the Client or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

### **3.8 N.A**

### **3.9 Reporting Obligations**

The bidder should submit a statement in separate annexure giving details of various reports, drawings and documents which will be supplied to the employer in respect of finalised layout plan and others approved copies of this statutory bodies.

### **3.10 Documents prepared by the Consultants to be Property of the Client**

All plans, drawings, specifications, designs, reports and other documents prepared by the Consultants in performing the Services shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents but shall not use them for purposes unrelated to this Contract without the prior written approval of the Client.

### **3.11 Equipment and Materials furnished by the Client**

Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instruction.

## **4. CONSULTANTS' PERSONNEL**

The Consultants shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

## **5. OBLIGATIONS OF THE CLIENT**

### **5.1 Assistance and Exemptions**

The Client shall use its best efforts to ensure to:

- (a) provide the Consultants with work permits and such other documents as shall be necessary to enable the Consultants, Sub-consultants or Personnel to perform the Services;
- (b) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

### **5.2 Access to Land**

The Client warrants that the Consultants shall have, free of charge, unimpeded access to all land in respect of which access is required for the performance of Services. The Client will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultants and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultants or any Sub-consultant or the Personnel of either of them.

### **5.3 Services, Facilities and Property of the Client**

The client shall make available to the Consultants and the Personnel, for the purposes of the Services and free of any charge, all available maps, drawings, data and any other information necessary for the services.

### **5.4 Payment**

In consideration of the Services performed by the Consultants under this Contract, the Client shall make to the Consultants such payments and in such manner as is provided by Clause 6 of this Contract.

### **5.5 Indemnification of the Consultants by the Client**

The Client shall keep the Consultants, both during and after the term of this Contract, fully and effectively indemnified against all losses, damage, injuries, death, expenses, actions, proceedings, cost and claims, including, but not limited to, legal fees and expenses suffered by the Consultants or any Third Party where such loss, damage, injury or death is the result of a wrongful action, negligence or breach of contract of the Client or its employees or agents.

## **6. PAYMENTS TO THE CONSULTANTS**

**6.1** Professional fees as quoted by the Consultant finally accepted by the Client will be paid as stated in the Instructions to Bidder as per payment schedule given therein.

**6.2 Deleted**

## **7. FAIRNESS AND GOOD FAITH**

### **7.1 Good Faith**

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the Objectives of this Contract.

### **7.2 Operation of the Contract**

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness.

## **8. SETTLEMENT OF DISPUTES**



## **8.1 Amicable Settlement**

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this contract or the interpretation thereof.

## **8.2 N.A**

## **9. EXTENSION OF TIME**

**9.1** If the consultant shall desire an extension of time for completion of the work on the grounds of his having been unavoidably hindered in its execution or any other ground he shall apply in writing to the Superintending Engineer, West Circle erstwhile Housing Construction Circle II within seven days of the date of hindrance on account of which he desires such extension as aforesaid.

**9.2** The Superintending Engineer, West Circle erstwhile Housing Construction Circle II after satisfying itself about the reasonableness of grounds may grant extension of time which shall be final and binding as in his opinion be justified and communicate the same in writing. Wherever such extension of time is granted, it would be without prejudice to the rights of the department to take any other action under the provisions of the contract. Any extension of time granted as stated above shall neither entitle the consultant to any claim for increase in their fees nor shall it release him from any of the obligations under the said agreement.

## **10. COMPENSATION FOR DELAY**

**10.1** The work shall be carried out within the stipulated period in continuation with all due diligence, keeping in view the time is the essence of contract.

**10.2** In the event of consultant failing to comply with the above conditions, the consultant shall pay to the Employer as compensation on account of liquidated damages an amount equal to 1/6% (one sixth percentages) per day or as per discretion of Engineer-in-Charge of the value of the total consultancy fees payable as per terms of contract of the work value.

**10.3** However, the total amount of compensation under this provision of the clause shall be limited to max. 10% (ten percent) of the value of the total consultancy fees payable.

**10.4** The delay in clients assistance ingrained in the contract will be taken duly into account while recovering any compensation delay in the scale prescribed above.

**VOLUME II  
FINANCIAL OFFER**

## FINANCIAL OFFER

Sl. No.	Schedule of Consultancy	Consultancy fees proportionate to the approved project cost in percentage
	<p><b>Consultancy Service for supervision of construction and bill processing till completion of the project for implementation of master plan at R.C.F.A (Ranigaunge Coal Field Area) for mouza Bijohnagar,Ranigaunge at Jamuria block under Asansol Subdivision, district- Burdwan</b></p>	

.....  
(Signature of bidder with seal)

**Payment Schedule for Consultancy Service for supervision of construction and bill processing till completion of the project for implementation of master plan at R.C.F.A (Ranigaunge Coal Field Area) for mouza Bijohnagar,Ranigaunge at Jamuria block under Asansol Subdivision at district- Burdwan**

Stage	Delivering of Services	PAYMENT %
1	<ul style="list-style-type: none"> <li>Approval of Master Layout Plan along with other allied networks as mentioned in activity table from the Housing Department/Directorate and other statutory bodies as applicable.</li> </ul>	5.00(five) % of total consultancy fee
2	<ul style="list-style-type: none"> <li>During execution for quality control ,supervision, record measurement and other related nature of supervision works, progressive payments as per bills submitted by the executing agency preferable once in a month.</li> </ul>	90.00(ninety) % of total consultancy fee ( Progressive as per payments made to executing agencies)
3	<ul style="list-style-type: none"> <li>Final hand over of site with complete “As built drawings”</li> </ul>	5.00(five) % of total consultancy fee

**Note:** The stage wise payment schedules stated above may be further split up at the time of signing agreement with consent of both the parties to facilitate payment/ progress of work.

**VOLUME III  
DRAWING**