

**GOVERNMENT OF WEST BENGAL
URBAN DEVELOPMENT AND MUNICIPAL AFFAIRS DEPARTMENT**

Request For Proposal (RFP)

FOR PREPARATION OF

DETAILED PROJECT REPORT FOR

URBAN WATER SUPPLY SCHEMES, SEWERAGE / SEPTAGE AND
WATER BODY REJUVENATION SCHEMES

FOR DIFFERENT ULBs UNDER FOUR ZONE OF AMRUT 2.0

Tender Id : 15/WBMAD/AMRUT/2022-23 DT: 09.12.2022

Office of the State Mission Directorate,
AMRUT2.0

ILGUS Bhawan, HC Block , Sector - III,
Bidhannagar, Kolkata - 700106

DETAILS OF REQUEST FOR PROPOSAL

Memo No: 15/WBMAD/AMRUT/2022-2023

Date 09.12.2022

The State Mission Director AMRUT on behalf of the Government of West Bengal invites sealed bids for the following works from engagement of consultancy firms under Four Zone of AMRUT 2.0 having experience of working in the field of piped water supply project to be eventually drawn up in percentage rate contract.

SI No	Name of work	Cost of RFP document (in Rs)	Place of sale of RFP document
1	2	3	4
1	For preparation of detailed project report for urban water supply scheme, sewerage/septage and water body rejuvenation schemes for different urban local bodies under Four Zone AMRUT 2.0	NIL	NA

Intending bidders may download the bid documents from the website <http://wbtenders.gov.in>

2. Selection Procedure : Selection will be made through Combined Quality Cum Cost Based System (QCCBS) in accordance with FD Memorandum no. 8385-F(Y) dated the 22nd November,2013. The minimum technical qualification marks is 70. The technical proposal will be given 70% weightage while the financial proposal will be allotted weightage of 30%. The bidder (H-1) who will obtain the highest total combined score after technical (quality) and financial (cost) evaluations will be selected.

3. Submission of Proposal :-

Proposal are to be submitted in two folds, viz.,

- i. Technical Bid**
- ii. Financial Bid**

4. The selection of consultant shall be through 2 stage evaluations. Accordingly in the 1st stage, proposal shall be evaluated for technical qualification of consultant. In the 2nd stage financial proposals will be opened and evaluated only from the consultants who are technically qualified.

5. The complete request for proposal (RFP) document is hereby issued by this office in the shape of letter of invitation.

The proposal must be accompanied by a BID security i.e EMD of **Rs.2,00,000** to be paid through on-line mode at **ICICI Bank** gateway .The above security or EMD shall be forfeited in case of declining to sign the agreement or withdrawing the proposal within the validity period. *Exemption from payment of earnest money as bid security for Micro, Small and Medium Enterprises (MSMEs will be as per the Public Procurement Policy notified by Ministry of Micro, Small and Medium Enterprises , Govt of India and Rule 170 of GFR 2017.*

6. All the proposal must be submitted to State Mission Director, AMRUT by 11.01.2023 on or before 16.00 hours . The technical proposal shall be opened at the office of the SMD, ILGUS Bhavan on 11.01.2023 at 17.00 hours in presence of the consultants or their authorized representatives. The date and time of opening of financial proposals of the qualified consultants shall be intimated later on. If the office happens to be closed on the date of the receipt of the proposals as specified, the proposals will be received and

opened on the next working days at the same time and venue.

7. Other details can be seen in the RFP document of each project.

The authority reserves the right to accept or reject any or all proposals without thereby incurring any liability to the affected applicants.

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PART - I

**GENERAL & TECHNO-COMMERCIAL BID
Invitation for Proposal (IFP)**

Section-I

Disclaimer

The information contained in this request for proposal for document (RFP) or subsequently provided to consultants whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers is provided to consultants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the authority to the prospective consultants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their proposal pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the authority in relation to the consultancy. This RFP may not be appropriate for all persons, and it is not possible for the authority, its employees and advisers to consider the objective, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each consultant should therefore conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the consultants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any consultant under any law, statute, rules or regulations or principles of institutions or otherwise for any loss damages or expenses which may arise from or be incurred on account of anything contained in RFP or otherwise including the accuracy, adequacy, correctness, reliability of the RFP and any assessment, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.

The authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any consultant upon the statement contained in this RFP. The authority may in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information contained in this RFP. The issues of this RFP does not imply that the authority is bound to select any consultant or to appoint the selected consultant as the case may be for the consultancy and the authority reserves the right to reject all or any of the proposals without assigning any reason thereof.

The consultant shall bear all its cost associated with or relating to the preparation and submission of its proposal including but not limited to preparation, copying, postage, delivery fees expenses associated with any demonstration or presentation which may be required by the authority or to its proposal. All such cause and expenses will remain with the consultant and the authority shall not be liable in any manner whatsoever for the same or for any other cause or expenses incurred by the consultant in preparation or submission of the proposal regardless of the conduct or outcome of the selection process.

Time Schedule

a)	Date of uploading of Bid documents	09.12.2022
b)	Publishing date and time (online)	09.12.2022 at 05:30 p.m.
c)	Documents download start date and time (online)	10.12.2022 from 12:00 noon.
d)	Date & time of Pre-Bid Meeting with the intending bidders in the Conference hall of ILGUS Bhawan, HC Block, Saltlake, Sector III, Kol700106.	19.12.2022 at 12:00 a.m.
e)	Tender submission start date and time (online)	10.12.2022 from 11:00 a.m.
f)	Tender submission closing date and time (online)	11.01.2023 upto 4:00 p.m
g)	Date and time of opening Technical Proposal(s) (online)	13.01.2023 upto 4:00 p.m.
h)	Date(s) & time of PPT (PPT preferably to be completed by half an hour); Venue : Conference Hall of UD & MA Deptt., Nagarayan, DF-8, Sector - I, Salt Lake, Kolkata - 700 064.	To be intimated to the Bidders
i)	Date of opening of Financial Proposal(s) (online)	To be notified at the time of uploading the technical evaluation sheet
j)	Uploading the list of qualified bidders along with marks (online)	After evaluation by Tender Evaluation Committee

Time will be reckoned as per IST.

All bids, viz., Technical and Financial will be evaluated by the Tender Evaluation Committee to be formed by the UD & MA Department. **The decision of the Tender Evaluation Committee will be final and absolute in this respect.**

INSTRUCTIONS TO CONSULTANTS

A. GENERAL

1. Definitions:

- (a) “Employer” means the STATE MISSION DIRECTORATE, AMRUT of the Government of West Bengal represented by the State Mission Director or his authorized representative with whom the selected consultant signs the contract for the services.
- (b) “Consultant” means any entity or person that provides the services to the Employer under the contract.
- (c) “Contract” means the contract signed by the parties along with all attached documents listed in the Tender Document Part -I & II.
- (d) “Day” means a calendar day.
- (e) “Government” means the Government of West Bengal
- (f) “Instructions to Consultants” (Section-II) means the document which provides the prospective consultants all information needed to prepare their proposals.
- (g) “Personnel” means professionals and support staff provided by the consultant and assigned to perform the services in full or in any part thereof.
- (h) “Proposal” means the Technical Proposal (Tender Document (Part-I) – General & Techno-Commercial Bid) and the Financial Proposal (Tender Document (Part-II) – Price Bid).
- (i) “Services” means the work performed by the Consultant pursuant to the Contract.
- (j) “Terms of Reference” (TOR) means the document included in the RFP as Section-V, which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Consultant and expected results and deliverables of the assignment.

2. Introduction:

The Consultants are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for the assignment. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant. Consultants should familiarize themselves with local conditions before preparing their proposals.

Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Employer is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to contract award without thereby incurring any liability to the Consultants.

3. Project Background:

Preparation of detailed project report for urban water supply scheme, sewerage/septage and water body rejuvenation scheme for different urban local bodies under AMRUT 2.0, UD&MA Department Government of West Bengal.

4. Source of Funding:

The work will be funded under AMRUT 2.0 as per guide lines of Government of India.

5. Eligibility:

5.1. Prior to evaluation of bid the agencies must provide complete information with relevant supporting documents in respect of the following:

a) Complete organization details as per Annexure-1.

b) Technical expertise with name of experts and their qualification & experience in Annexure-2.

c) Relevant Experience for preparation of DPR of Water Supply Schemes, Sewerage/ Septage & Water Body Rejuvenation Schemes at the State/ National level during last five years. (projects: Viz. AMRUT, JAL JIVAN Mission etc.)

d) PAN card and GST registration certificate.

e) Financial strength of the consultancy firms, i.e. Average annual Turnover figure for last 3 Financial years ending 31st March 2022 duly certified by the Chartered Accountant.

f) The Notary affidavit in support of the authenticity of above documents shall also be furnished.

g) Must have an office function in the State of West Bengal for last three years.

h) For participation in more than one zone cumulative Turn Over, Bank Solvency will required to be produced

i) List of Technical Manpower should be different for different zone.

6. History of Litigation:

6.1. If any litigation cases are pending against the consultant at the time of submitting the tender, then the tender shall be summarily rejected. In such a case, the consultant shall submit an affidavit to the effect that the history of litigation, pending against him/her/partners furnished by him/her is true.

- 6.2. In case it is detected at any stage that the affidavit is false, he will abide by the action taken by the State Mission Director without approaching any court whatsoever for redress. He will however, be given suitable opportunity to offer his explanation before action is taken against him.
7. Consultants shall not be eligible to participate in tendering process in case any of his near relatives are working in the cadre of an Assistant Engineer /Assistant Executive Engineer and above in the Engineering Section or a Senior Assistant and above in the Accounts/ Audit /Administrative Sections in UD&MA Department Govt. of West Bengal.
- 8. Other Requirements:**
- 8.1. Even if the consultant meets other criteria, his tender shall be summarily rejected if he is found to have misled or made false representation in the form of any of the statements submitted in proof of the eligibility and qualification requirements.
- 8.2. The tender shall also be summarily rejected if he has a record of performance such as absconding from work, works not properly completed as per contract, inordinate delays in completion, financial failure and / or has participated in previous tendering for the same works and had quoted unreasonably high tender price/premium.
- 8.3. In addition to the above, even while executing the work, if it is found that he produced false / fake certificates in his tender, he will be blacklisted.
- 9. Original Certificates/Documents:**
Originals of the Certificates/Documents shall be produced as and when required to verify the copies of statements and other information furnished along with tender. Failure to produce original documents in time will lead to disqualification.
- 10. Cost of Tendering:**
The Consultant shall bear all expenses associated with the preparation and submission of his tender and shall no case be responsible or liable for reimbursement of such expenses, regardless of the conduct or outcome of the tendering process.
- 11. Site Visit:**
The Consultant is advised to visit and examine **Work Site** and its periphery area. The cost of site visit might include, collection of information.
- 12. Joint Venture/Consortium: ALLOWED**
- i) The Bidders should be an Indian entity and should be in existence for at last 15 years as on date on bid submission. The entity should be register under the Indian companies act 1956/2013 in addition to the above.
- ii) The entity must have experience in above nature of project during the last 5 financial years as follows:
- One completed DPR for Water Supply / Sewerage costing not less than INR.150 crores and duly approved/ acceptance by the client.
- Or
- Two completed DPRs for Water Supply / Sewerage costing not less than INR.80 crores

each and duly approved/accepted by the client.

B: TENDER DOCUMENTS

13. Tender Documents:

12.1. A set of Tender Documents comprising of the General & Techno-Commercial Bid and the Price Bid includes the following together with all Addenda thereto, which may be issued in accordance with Clause 13 and Clause 14.

PART- I : General & Techno-Commercial Bid

Section I	:	Tender Call Notice.
Section II	:	Instruction to Consultants
Section III	:	Technical Proposal – Standard Forms
Section IV	:	Conditions of Contract
Section V	:	Terms of reference (ToR)
Section VI	:	Schedules of Supplementary Information
Schedule A	-	PAN & Details of Clearance
Schedule B	-	Record of arbitration and Litigation
Schedule C	-	General Power of Attorney Affidavit
Schedule D	-	Affidavit
Section VII	:	Addenda
Annexure-I	:	Organization & Experience
Annexure-II	:	Curriculum Vitae
Annexure-III	:	Declaration on Submission of EMD

PART – II: Price Bid

12.2. The Consultant is expected to examine carefully all instructions, terms of reference, tender conditions, forms, appendices to tender, addenda in the tender documents. Failure to comply with the requirements of tender submission will be at the consultant's own risk.

12.3. The Consultant may download the RFP documents from www.wbtenders.gov.in The consultants shall deposit the cost of RFP document of Rs. 2,00,000 (Rupees Two Lakhs) only through the online ICICI Bank gateway window .

13. Clarification on Bid:

The bidders who intend to seek any clarification on bid will be given the opportunity to communicate their suggestions in Prebid on or before **19.12.2022** the authority shall take decision on the clarifications, if necessary; it will be displayed in the Website. These decisions and conditions shall be binding on all tenderers & the same shall also be a part of the agreement. It is to be noted that any tender not conforming to the RFP document and the decisions taken as per the clarification or having any additional condition shall be summarily rejected.

14. Amendment of Bid Documents:

14.1. At any time, prior to the start date of submission of Bids, the authority may, for any reason whether its own initiative or in response to clarification requested by a prospective Bidder during the pre-bid meeting or via mail, modify bid document by corrigenda and/ or addenda.

14.2 The corrigendum details will be published on the website <https://wbtenders.gov.in> and these amendments shall be binding on all Bidders.

C. PREPARATION OF TENDER DOCUMENT

15. Understanding of ToR, Approach, Methodology and work plan.

Care should be taken to accommodate all the provisions of ToR. Addition and/or alteration, if any, towards betterment of the project will be appreciated keeping the basic requirements as mentioned Tor. All bidder will be required to make a power point presentation of their approach, methodology & work plan with respect to ToR before TEC as per the time schedule. The Power Point presentation with a hard copy should be submitted to the TIA after the presentation.

16. Documents Comprising the Tender:

- (a) General & Techno-Commercial Bid (Part-I of Tender Document)
- (b) Price Bid (Part-II of Tender Document)
- (c) All documents stipulated at Clause-5 & elsewhere in the DTCN.

17. Sufficiency of Tender:

The consultant shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the services to be provided and of the prices quoted in the financial bid, which shall cover all his obligations under the contract and all matters and things necessary for the successful accomplishment of the services / assignments.

18. Preparation of Proposal:

18.1. The Proposal (please see Para 18.2) as well as all related correspondence exchanged by the employer & the consultant shall be written in English language.

18.2. In preparing the proposal, the consultant is expected to examine in detail the RFP documents. Material deficiencies in providing the information requested may result in rejection of a proposal.

19. Technical Proposal Format and Content:

19.1. Applications fulfilling the Technical Capacity will be evaluated for technical competency on the following basis:

Sl.No	Evaluation Criteria	Marks upto
A	Technical competency of the Firm's	55
B	Team Capabilities	25
C	Power Point Presentation	20
Overall Technical Score		100

Important: Qualification criteria for technical evaluation and progression to the financial evaluation stage.

- Only the applicants who get 70% in combined technical score of Technical competency of the Firm's Experience and Team Capabilities will be invited for Presentation. Stating that if an applicant scores 53 marks or more out of 80 marks (Technical competency of the firm's experience (55) + Team capabilities (25) = 80 marks) which is 70% of 90 marks will be invited for presentation.
- Only the Applicants who get an Overall Technical scores of 70% or more will qualify for the financial evaluation stage failing to secure minimum marks shall lead to technical rejection of the Bid.
- The authority reserves the right to check/ validate the authenticity of the information provided in the Technical Evaluation Criteria and the requisite support must be provided by applicant.
- As mentioned earlier (5.h & 5.i) for participation in more than one zone , Cumulative Turn Over, Bank solvency will required to be produced. And List of Manpower should be different for different zone.)

A. Technical Competency of the Firm's Experience : 65 marks.

No	Technical Competency	Maximum Marks	Marks
1	Average annual turnover in the last three financial years (2019-20, 2020-21, 2021-2022)	10	Financial Turnover Below Rs. 30Cr= 0 marks Rs.30 Cr: 5 Marks. Rs.31 to Rs.50 Cr : 7.5 Marks Above Rs. 50 Cr: 10 Marks
2	Experience in Preparation of Detailed Project Reports in the last 5 years for Water Supply, (Source Augmentation, Transmission, Pumping Station, Treatment, Service Reservoirs, Distribution, Storage etc.)	25	Water Supply Projects Upto Rs.50Cr: 5 Marks Above 50 Cr-100 Cr: 10 Marks Above 100 to 150 Cr: 15 Marks. Above 150 to 200 Cr: 20

			Marks Above Rs. 200 Cr: 25 Marks
3	Experience in preparation of DPR in the last 5 years for rejuvenation of water bodies.	5	Rs 10 Cr to 12 Cr: 2.5 Marks Above Rs. 12 Cr: 5 Marks
4	Experience in Preparation of Detailed Project Reports in the last 5 years for Sewerage/Septage works/projects (Network, Pumping Station, Treatment, etc.)	15	Sewerage Projects 150 Cr: 5 Marks 150 to 200 Cr: 10 Marks. Above Rs. 200 Cr: 15 Marks

B. Technical Team Capabilities: 25 Marks

- The applicant under team capability will be marked based on the relevant experience and relevant project experience of each team members.
- The following table highlights the overall distribution of marks on the basis of team capabilities. All personals shall have qualification as mentioned in the table personnel qualification/ proposal table.

	Team Member	Total Marks
1	Team Leader having experience in water supply	7
	A post graduate degree in Civil Engineering with minimum 15 years of experience	15 years: 5 Marks Above 15 years: for each years 0.5 marks; maximum upto 2.5 marks
2	Water Supply Expert	3
	A graduate in Civil Engineering with 10 years of experience	
3	Electro - Mechanical Expert	3
	Graduation in Electrical / Mechanical Engineering with 10 years of relevant experience	
4	Structural Engineer	3
	Post Graduation in Structural Engineering with 10 years of relevant experience	
5	Expert In Liquid waste Management	3
	A graduate in Civil Engineering with 10 years of experience in sewerage and septage sector, (Like Public Health Engineering etc.)	
6	Geotechnical / Foundation Engineer	3
	Post Graduation in Foundation Engineering / Soil Mechanics with 10 years of relevant	

	experience	
7	Surveyor	1.5
	Graduate in Civil Engineering and Experience with 5 years in Surveying & Leveling using Total Stations or Diploma in Civil Engineering with 10 years of experience in Survey.	
8	Estimator	1.5
	Graduate in Civil Engineering, with 5 years Experience in Estimation & valuation using Total Stations or Diploma in Civil Engineering with 10 years of experience in planning & estimation.	

C. Presentation: 20 Marks.

The bidders will be marked out of 10 marks on the presentation. An applicant must have a detailed presentation reflecting the Approach and Methodology, Work Plan indicating timelines for completion of the assignment.

- 19.2. The assignment covering the following subjects shall be furnished:
- a) Work plan, (to be furnished in shape of Bar Chart for the period of time proposed for each activity)
- 19.3. The General & Techno-Commercial Bid shall not include any financial information related to the Price Bid. A General & Techno-Commercial Bid containing financial information related to the Price Bid & EMD shall be declared non responsive.
- 19.4. The financial bids of only those agencies will be opened whose technical evaluation meets the minimum qualifying benchmark. The financial bids of other agencies who do not qualify in the technical evaluation shall not be opened. Agencies who qualify in the General & Techno-Commercial Bid, their financial bid shall be opened and lowest tenderer/bidder shall be preferred.

20. The Financial Proposal:

- 20.1. The consultancy services shall be provided in one phase as described & elaborated in the terms of reference (ToR) at Section-V. The tenderers shall quote their offer on 'Percentage Rate' basis for the phase of services in the prescribed format of the Part-II of the tender document. Price bid in no other format shall be accepted.
- 20.2. The offer shall be inclusive of all costs associated with the assignment including remuneration towards manpower, cost of T&P, logistics, software, hardware, consumables, infrastructure backup etc. The offer shall also be inclusive of all Duties, Levies, excluding GST, etc. of the Central and State

Govt. Further it shall also include all other expenses incidental thereto for successful accomplishment of the services in conformity with the ToR given at Section-V.

20.3. The consultants should make realistic assessment of the exhaustive nature of work and the extent of expert technical and managerial inputs and resources required to carry out the services included in the ToR diligently to achieve high quality outputs & deliverables within the stipulated time and quote their offer accordingly.

20.4. The rate quoted by the Consultant shall be firm.

21. Tender Validity:

21.1. The tender will remain valid for a period of **120 (One Hundred Twenty)** days from the date of opening of Bid. The employer will make its best effort to complete negotiations within this period. However, should a need arise, the employer may request the consultant to extend the validity period of the proposal.

21.2. Consultants who do not agree to this may refuse to extend the validity of their proposals without forfeiting the EMD.

21.3. A Consultant agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his EMD.

21.4. A Consultant who withdraws his tender without a valid reason (to be decided by the authority competent to accept the tender) shall be disqualified for tendering further works under AMRUT.20 with forfeiture of EMD.

22. Authorization, Corrections, Erasures etc. in Tender Papers:

22.1. The tender document shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to bind the consultant to the contract. Proof of authorization shall be furnished in the form of a Power of Attorney, which shall accompany the tender. All pages of the tender where entries or corrections have been made shall be initialed by the person or persons signing the tender.

22.2. The completed tender shall be without any alterations, inter-relations or erasures except those which accord with instructions given by the Authority or as may be necessary to correct errors made by the consultant and in the later case, any such correction shall be initialed by the person or persons signing the tender.

22.3. As mentioned earlier (5.h & 5.i) for participation in more than one zone , Cumulative Turn Over, Bank solvency will required to be produced. And List of Manpower should be different for different zone.

23. Earnest Money Deposit:

- 23.1. The Consultant shall furnish Earnest Money Deposit (EMD) valuing Rs.2,00,000 along with **Technical Bid** . This EMD must be paid online favoring “ SMD, AMRUT”.
Exemption from payment of earnest money as bid security for Micro, Small and Medium Enterprises (MSMEs) will be as per the Public Procurement Policy notified by Ministry of Micro, Small and Medium Enterprises , Govt of India and Rule 170 of GFR 2017.
- 23.2. The EMD of unsuccessful consultants shall be returned after the tender is finalized or end date of the Tender validity period which ever is earlier.
- 23.3. The earnest money deposited by the successful consultant will not carry any interest and it will be dealt with as provided in the conditions stipulated in the tender.
- 23.4. The EMD shall be forfeited if (a) a successful tenderer fails to sign the Agreement for whatever reason, or (b) a consultant withdraws the tender during the validity period of tender.

23.6 GST Registration Certificate:

Tenderers are required to submit self attested copies of GST Registration Certificates along with their tenders, failing which their tenders will not be considered.

24. Signing of Tenders:

- 24.1. If the tender is made by an individual, it shall be signed with his full name and his address shall be given.
- 24.2. If it is made by a firm, it shall be signed with the co-partnership name by a member of the firm, who shall sign his own name and in such a case the name and address of each member of the firm shall be given.
- 24.3. If the tender is made by a corporation it shall be signed by a duly authorized officer who shall produce with his tender satisfactory evidence of his authorization. Such a corporation may be required before the contract is executed, to furnish evidence of its corporate existence.
- 24.4. The tender shall contain no alterations or additions, except those to comply with instructions issued by the Tender Inviting Officer, or as necessary to correct errors made by the Tenderer, in which case all such corrections shall be initialed by the person signing the Tender.
- 24.5. No alteration made by the tenderer in the contract form, the conditions of the contract, statements / formats accompanying the tender shall be recognized and in case of any alterations made by the tenderer, the tender

will be void.

25. a. Clarification on and Amendment to RFP Document:

At any time before the submission of Proposals, the Employer may amend the document by issuing an addendum in writing or by standard electronic means.

b. Language of the Documents:

All documents relating to the Tender shall be in the English language.

D. SUBMISSION OF TENDERS

26. Sealing and Marking of Tenders:

26.1. The signed RFP documents shall be submitted online.

26.2. RFP document Part – I (General & Techno-Commercial Bid) and Part – II (Price Bid) shall be submitted online.

26.3. The Technical Bid shall bear the following identification marks.

a. General & Techno-Commercial Bid / Price Bid

b. Letter of Invitation No. _____ Date

c. Name of Work _____

27. Deadline for Submission of Documents:

27.1. The Bid shall be submitted online within **11.01.202** by **16.00 Hrs. .** The risk and responsibility for delay, shall be of the consultant.

27.3. The tender should be in the prescribed form as described in Clause 12.

27.4. The **State Mission Director** may, at his discretion, extend the dead line for submission of tenders by issuing an amendment in accordance with Clause 14, in which case all rights and obligations of the

State Mission Directorate and of the tenders which were previously subject to the original dead line shall thereafter be subject to the new dead line as extended.

28. Late Submissions :

Deleted.

29. Withdrawal of Tenders:

Withdrawal of a tender by a bidder during the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified in the Form of Tender shall result in the forfeiture of the EMD pursuant to Clause 23.

E. TENDER OPENING AND EVALUATION

30. Tender Opening:

- 30.1. The **State Mission Director** will open the Bids and any submissions made pursuant to Clause 29, in his office at **17.00 Hrs on 30.12.2022** in the presence of the consultants or their authorized representatives, who wish to attend. They would be required to sign in tender opening register as evidence of their attendance. The authorized representatives should bring their authorization letter while attending opening of bid.
- 30.2. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to Clause 29, shall not be opened.
- 30.3. Deleted.
- 30.4. A tender shall be rejected, if,
- c) Cost of tender document is not submitted with General & Techno-Commercial bid.
 - d) *EMD or Proof of Exemption from EMD as per Clause 23 is not deposited with Price Bid.*
 - e) Proof of eligibility and qualifications is not enclosed as per Clause 5 of instruction to consultant.
 - f) There are any criminal cases pending.
 - g) PAN/VAT is not enclosed.
 - h) Affidavit is not enclosed.
 - i) Power of Attorney is not enclosed.
 - j) History of criminal cases is not enclosed.
 - k) Record of litigation and arbitration is not enclosed.
- 30.5. The Financial Bids shall be opened only for those bidders who qualify in the General & Techno-Commercial evaluation as described at clause.33. The date of opening of financial bid shall be intimated by e-mail post to the qualified bidder of General & Techno-Commercial evaluation.
- 30.6. The **State Mission Directorate** shall prepare, for his own record, minutes of the tender opening, including the information disclosed to those present in accordance with sub-clause 30.1.

30.7.

Points for Technical Qualification:

Technical scoring for those bidders fulfilling the primary criteria {as per Para. 5(a)} will be made by the TEC on the basis of the following components.

Minimum qualification marks 70

Bid Evaluation Criteria:- Technical Competency of the Firm's Experience : 55 marks.

No	Technical Competency	Maximum Marks	Marks
1	Average annual turnover in the last three financial years (2019-20, 2020-21, 2021-2022)	10	Financial Turnover Below Rs. 30Cr= 0 marks Rs.30 Cr: 5 Marks. Rs.31 to Rs.50 Cr : 7.5 Marks Above Rs. 50 Cr: 10 Marks
2	Experience in Preparation of Detailed Project Reports in the last 5 years for Water Supply, (Source Augmentation, Transmission, Pumping Station, Treatment, Service Reservoirs, Distribution, Storage etc.)	25	Water Supply Projects Upto Rs.50Cr: 5 Marks Above 50 Cr-100 Cr: 10 Marks Above 100 to 150 Cr: 15 Marks. Above 150 to 200 Cr: 20 Marks Above Rs. 200 Cr: 25 Marks
3	Experience in preparation of DPR in the last 5 years for rejuvenation of water bodies.	5	Rs 10 Cr to 12 Cr: 2.5 Marks Above Rs. 12 Cr: 5 Marks
4	Experience in Preparation of Detailed Project Reports in the last 5 years for Sewerage/Septage works/projects (Network, Pumping Station, Treatment, etc.)	15	Sewerage Projects 150 Cr: 5 Marks 150 to 200 Cr: 10 Marks. Above Rs. 200 Cr: 15 Marks

Team Competency : 25 marks

- The applicant under team capability will be marked based on the relevant experience and relevant project experience of each team members.
- The following table highlights the overall distribution of marks on the basis of team capabilities. All personals shall have qualification as mentioned in the table personnel qualification/ proposal table.

	Team Member	Total Marks
1	Team Leader having experience in water supply	7
	A post graduate degree in Civil Engineering with minimum 15 years of experience	15 years: 5 Marks Above 15 years: for each year 0.5 marks; maximum upto 2.5 marks
2	Water Supply Expert	3
	A graduate in Civil Engineering with 10 years of experience	
3	Electro - Mechanical Expert	3
	Graduation in Electrical / Mechanical Engineering with 10 years of relevant experience	
4	Structural Engineer	3
	Post Graduation in Structural Engineering with 10 years of relevant experience	
5	Expert In Liquid waste Management	3
	A graduate in Civil Engineering with 10 years of experience in sewerage and septage sector, (Like Public Health Engineering etc.)	
6	Geotechnical / Foundation Engineer	3
	Post Graduation in Foundation Engineering / Soil Mechanics with 10 years of relevant experience	
7	Surveyor	1.5
	Graduate in Civil Engineering and Experience with 5 years in Surveying & Leveling using Total Stations or Diploma in Civil Engineering with 10 years of experience in Survey.	
8	Estimator	1.5
	Graduate in Civil Engineering, with 5 years Experience in Estimation & valuation using Total Stations or Diploma in Civil Engineering with 10 years of experience in planning & estimation.	

Presentation: 20 Marks.

The bidders will be marked out of 10 marks on the presentation. An applicant must have a detailed presentation reflecting the Approach and Methodology, Work Plan indicating timelines for completion of the

assignment.

Total=100

Financial Bid of only those bidders who will score 70 or more marks in the Technical Evaluation will be opened.

31. Clarification on tenders from consultants :

To assist in the scrutiny, evaluation and comparison of the tenders, the **State Mission Director** may ask consultants individually for clarification on their tenders. The request for clarification and response shall be in writing or by mail. However, no change in the tender amount/ rate or substance shall be sought, offered or permitted by the **State Mission Director** during the evaluation of the tenders except as provided in Clause 33.5.3

32. Determination of Responsiveness:

32.1. Prior to the detailed evaluation of tenders, **State Mission Director** will determine whether each tender has been submitted in the proper form and whether it is substantially responsive to the requirements of the tender documents. Tenders, which have not been submitted in the proper form, will be rejected.

32.2. Any tender which is not substantially responsive to the requirements of the tender documents will be rejected by the **State Mission Director**. Such a tender shall not be allowed subsequently to be made responsive by the consultant by correcting or withdrawing the non-conforming deviation(s) or reservation(s).

33. Proposal Evaluation:

33.1. From the time the proposals are opened to the time the contract is awarded, the consultants should not contact the client on any matter related to its General & Techno-Commercial and/or Financial Proposal.

33.2. Any effort by a consultant to influence the client in any form directly or indirectly during the examination, evaluation, ranking of proposals, and recommendation for award of the contract may result in the rejection of the consultant's proposal.

33.3. Evaluators of General & Techno-Commercial Proposals shall have no access to the Financial Proposals until the General & Techno-Commercial evaluation is concluded.

33.4. Evaluation of General & Techno-Commercial Bid:

33.4.1. The Evaluation Committee shall evaluate the General & Techno-Commercial Proposals on the basis of their responsiveness to the Terms of Reference as per the minimum eligibility criteria & other conditions mentioned in Annexure-VI.

33.4.2. A Proposal shall be rejected at this stage if it does not respond to required aspects of this RFP document Clause No.30.4.

33.4.3. Financial proposal of the consultants who qualify the General & Techno-Commercial bid (Part-I) will be opened & evaluated.

33.5. Evaluation of Financial Proposals:

33.5.1. After the General & Techno-Commercial evaluation is completed, the Employer shall inform in writing the consultants, the date, time and location for opening the Financial Proposals (Price Bids). The Financial Proposals of unqualified consultants will not be opened.

33.5.2. Financial bids shall be opened in presence of the consultant/their authorized representatives on scheduled date & time. The authorized representative should bring their authorization letter while attending opening of price bid.

33.5.3. The Authority will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount or between words and figures the amount in words will prevail.

Combined and final evaluation

The Consultants will be selected on H1 of QCBS basis of Technical & financial bid.

Of all the Qualified bidders, the Mission Director, AMRUT West Bengal will select only 1 (one) consultant for engagement.

The technical quality of the proposal will be given a weightage of 70%, the method of evaluation of technical qualification will follow the procedure given above. The price bids of only those consultants who qualify technically (Minimum Qualifying Marks: 70) will be opened. The proposal with the lowest cost would be given a financial score of 100 and the other proposals would be given financial score that are inversely proportionate to their prices. The financial proposal shall be allocated weight of 30%. For working out the combined score, the employer will use the following formula:

Total points= $T(w) \times T(s) + F(w) \times LEC/EC$, where

T(w) stands for weight of the technical score.

T(s) stands for technical score

F(w) stands for weight of the financial proposal

EC stands for Evaluated Cost of the financial proposal

LEC stands for Lowest Evaluated Cost of the financial proposal.

The proposals will be ranked in terms of total points scored. The proposal with the highest total points (H-1) will be considered for award of contract and would be invited for negotiations.

34. Negotiation:

Negotiations will be held if required with the H1 Bidder. In the event of the **H-1** tenderer has furnished any condition which grossly affects the tender value / contains such conditions which make the value of the offer indefinite, he may be given an opportunity to withdraw such condition(s) to make the tender definite. Failure to withdraw such condition(s) may lead to rejection of the tender as in consistent / non responsive. In such case the employer may explore the possibility of considering the H-2 Bidder.

F. AWARD OF CONTRACT

35. Award Criteria:

35.1. After completing negotiation the client shall award the contract to the selected consultant.

35.2. The consultant is expected to commence the assignment within **15 days** of receipt of work order.

36. Right to Accept or Reject any or all Tenders:

Notwithstanding Clause-35, the **Mission Director, AMRUT2.0** West Bengal reserves the right to accept or reject any tender, annul the tendering process, reject all tenders at any time or any stage prior to the award of contract without thereby incurring any liability to the affected consultant or consultants.

37. Process to be Confidential:

37.1. After the opening of tenders as per Clause 30 & 33, information relating to examination, clarification, evaluation and comparison of tenders and recommendations, concerning to the award of contract shall not be disclosed to the consultants or any other persons, officially not concerned with the process, until the award of the contract to the successful consultant has been announced.

37.2. Any effort by any consultant to influence the Department officials in the scrutiny, clarification, evaluation and comparison of tenders, and in any decisions concerning award of a contract, may result in the rejection of their Tender.

38. Notification of Award:

38.1. Prior to the expiration of the Tender validity period **The Mission Director, AMRUT2.0** will notify the successful consultant by letter, that his tender has been accepted. This letter, hereinafter called "**Letter of Acceptance (LoA)**", will confirm the tender rate which will apply to the services to be rendered by the consultant during the contract period.

38.2. The Letter of Acceptance (LoA) will constitute notification of the intention of the employer to enter into a contract with the consultant for the consultancy services under this contract.

39. Signing of Agreement:

On receipt of the LoA, the successful consultant shall sign the agreement with the

Mission Director, AMRUT2.0 within **15 (fifteen) days** from the date of issue of LoA.

40. Miscellaneous:

- i) The selection process shall be governed by, and construed in accordance with the law of India and the courts at Kolkata shall have exclusive jurisdictions over all disputes rising under pursuant to and / or in connection with the selection process.
- ii) The authority, in its sole discretion and without incurring any obligation or liability, reserves the right ,at any time to :
 - a) Suspend and / or cancel the selection process and/ or amend, supplement the selection process or modify the dates or other terms and conditions relating thereto.
 - b) Consult with any consultant in order to receive clarification or further information
 - c) Retain any information and evidence submitted to authority by, on behalf of and/ or in relation to any consultant; and/ or
 - d) Independently verify, disqualify, reject and/ or accept any and all submissions or other information submitted by any consultants.
- iii) It shall be deemed that by submitting the proposal, the consultants agrees and releases the authority, its employees agents and advisors irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations here under, pursuant here to and/ or in-connection herewith and waives any and all rights and/ or claims it may have in this respect whether present or future.
- iv) All documents and other information supplied by the authority or submitted by and consultant shall remain or become as the case may be, the property of the authority. The authority will not return any submission made here under. Consultants are required to treat all such documents and information as strictly confidential.
- v) The authority reserves the right to make inquires with any of the clients listed by the consultants in their previous experience record.

SECTION-III

Technical Proposal Submission Form

[Location, Date]

Letter for Submission of Tender

(To be filled in by the Consultant/Tenderer in the Consultants letter head)

- Note: (1) Additional conditions appended to the tender will make the tender liable for rejection.
- (2) Non-submission of Document Fee and EMD in the form and other required documents as detailed hereinafter shall make the tender liable for rejection.

Ref. No. _____/Dated _____

To

.....

Sub: Consultancy services for preparation of Detailed Project Report for the work Urban Piped Water Supply Scheme, Sewerage/ Septage & Water Body Rejuvenation Schemes for different Urban Local Bodies under Four (04) Zone of AMRUT 2.0.

Ref: Your Letter of invitation reference No. _____ Dated

Dear Sir,

I/ We, the undersigned, offer to provide consultancy services for Preparation of Detail project report for the work **Urban Piped Water Supply Scheme, Sewerage/ Septage & Water Body Rejuvenation Schemes for different Urban Local Bodies under Four(04) Zone AMRUT 2.0.**

In accordance with your Request for Proposal dated _____. We are hereby submitting our Proposal, which includes the General & Techno-Commercial Proposal (tender Document Part-I complete in all respect) and a Financial Proposal (Tender Document Part-II- Price Bid) through online mode.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

- 2) I/ We have studied, acquainted and satisfied ourselves with the site and its working conditions for the successful and timely completion of the assignments.
- 3) Our offer is unconditional and is in conformity with the requirements of the RFP document. We understand that any additional condition put by us in the tender shall make our tender liable for rejection.
- 4) We enclose herewith an Earnest Money Deposit of Rs.2,00,000 paid through online

mode in accordance with the provisions of clause 23 of Instructions to Consultants.

- 5) I/We understood that you are not bound to assign any reason in case of rejection of our tender.
- 6) I/We agree to keep our offer open for a minimum of 120 (one hundred & twenty) days from the date of opening of the Price bid. Further extension of validity will be our prerogative.

Thanking you.

Yours faithfully,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

SECTION-IV

CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS:

1.1 Definitions:

Unless the 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 and West Bengal as they may be issued and in force from time to time;
- b) “**Contract**” means the contract signed by the parties to which these General Conditions of Contract are attached together with all the documents listed in Clause 1 of such signed Contract;
- c) “**Effective Date**” means the date on which this contract comes into force and effect pursuant to Clause CC2.1,
- d) “**CC**” means these General Conditions of Contract;
- e) “**Government**” means the Government of West Bengal;
- f) “**Personnel**” means persons employed / hired by the consultants and assigned to the performance of the service.
- g) “**Party**” means the employer or the Consultants as the case may be and parties mean both of them.
- h) “**Services**” means the work to be performed by the consultants pursuant to this contract for the purpose of the project as described in Appendix-1 hereto.

1.2 Law Governing the Contract and the Jurisdiction of the Contract:

The contract, its meaning and interpretation and the relation between the parties shall be governed by the applicable law and it shall be subjected to the jurisdiction of the courts of **Kolkata**

1.3 Language:

The contract shall be executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this contract.

1.4 Headings:

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

1.5 Notices:

- 1.5.1 Any notice, request or consent required or permission to be given or made pursuant to this contract shall be in writing.

1.5.2 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, at the address specified as well as by email.

1.5.2 Notice will be deemed to be effective as follows:

In the case of personal delivery or registered mail on delivery;

1.5.3 A party may change its address for notice hereunder by giving the other party notice of such change.

1.6. Location:

The services shall be performed for all the Urban Local Bodies and Industrial Townships covered under AMRUT 2.0

1.7 Authorized Representatives:

Any action required or permitted to be taken, and any document required or permitted to be executed, under this contract by the employer or the consultants may be taken or executed by the officials authorized.

1.8 Taxes and Duties:

The consultants shall pay such taxes, duties, fees or other imposition as may be levied under the applicable Law of Govt. of West Bengal & Govt. of India/Local bodies. Statutory deduction of taxes as applicable shall be made from the each running bill by the Engineer in Charge concerned.

2. COMMENCEMENT, COMPLETION, MODIFICATION & TERMINATION OF CONTRACT:

2.1 Effectiveness of Contract:

This contract shall come into force and effect on the date of execution of Contract i.e., signing of agreement (Effective Date).

2.2 Termination of Contract for Failure of Becoming Effective:

If this contract has not become effective within such time period after the date of the Contract signed by the parties as shall be specified, either party may, by not less than two (2) weeks written notice to the other party, declare this contract to be null and void and in the event of such declaration by either party, neither party shall have any claim against the other party with respect hereto.

2.3 Commencement of Services:

The consultants shall begin carrying out the services, immediately after the Effective Date, in any case, within two weeks after the effective date.

2.4 Expiration of Contract:

Unless terminated earlier pursuant to Clause-CC 2.9 hereof this contract shall expire when services have been completed and all payments have been made at the end of such time period after the effective date as per schedule or extended period as approved by the employer as per codal norms.

2.5 This contract contains all covenants, stipulations agreed by the parties. No agent or representative of either party has authority to make, and the parties shall not be bound by or be liable for any statement representation promise or agreement not set forth herein.

2.6 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. Pursuant to Clause-CC.7.2 hereof, however, each party shall give due consideration to any proposals for modification made by the other party.

2.7.1 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 reasonable to be considered impossible in the circumstances, and includes but is not limited to pandemic, war, riots, civil disorder, earthquake, fire explosion, storm, flood or other weather conditions, strikes, lockouts 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:**

- 1) any event which is caused by the negligence or intentional action of a party or such party's agents or employees, nor
- 2) 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.
- 3) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 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 in so far as such inability arises from an event of Force Majeure, provided that the party affected by such an event has taken all reasonable alternative measure, all with the objective of carrying out the terms and conditions of this contract.

2.7.3 Measures 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 case 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 measures to minimize the consequences of an event of Force Majeure.

2.7.4 Extension of time:

Any period within 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. If for some other reason, the consultant has exceeded the time schedule which necessitate an extension of time, he shall apply in writing to the State Mission Director who shall grant it in writing if reasonable grounds be shown for it through the Executive Engineer (Engineer-in-charge) The extension time shall be applied for and obtained prior to the expiry of the original contract period. In such case, the consultant shall not claim either for exemption from the fine livable under Clause-8 of conditions of contract or escalation of contract value.

2.7.5 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 material 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.

2.7.6. Security Deposit:

The Consultant whose proposal is selected for acceptance shall make an Initial Security Deposit (ISD) of 2% (two percent) of the accepted tendered amount and sign the agreement in the prescribed form within 15 (fifteen) days from the issue of letter of Acceptance (LoA). The **State Mission Director** shall accept the initial security deposit in the specified form to be drawn in favor of **Mission Director** Thereafter the EMD shall be refunded. The initial security deposit & the amount with held according to the provision of the contract shall be retained as Security Deposit for the due fulfillment of the agreement. Failure to enter in to the required agreement and to make the initial security deposit as above within the specified time shall entail forfeiture of the Earnest money and rejection of the tender.

Security Deposit shall also be forfeited for non-compliance of relevant clauses mentioned else where in this RFP document.

The total amount of security money deposited by the consultant shall be 7% (seven percent) of the accepted tender amount. The balance security amount will be made up by deducting 5% (five percent) from the gross amount of payment.

The security deposit will be considered for refund to the consultant after 3(three) months of the final approval of the Detail Project Report.

2.8 Suspension:

The employer 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 services, provided that such notice of suspension shall

- (i) Specify the nature of the failure and
- (ii) Request the consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the consultants of such notice or suspension.

2.9 Termination:

2.9.1 By the employer:

The employer may give not less than thirty (30) days written notice of termination to the consultants (except in the events listed in Para (e) below, for which there shall be a written notice of not less than sixty (60) days) such notice to be given after the occurrence of any of the events specified in paragraph (a) through (d) of this Clause 2.9.1 to terminate this contract.

- a) If the consultant fails to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause CC 2.8 herein above 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 consultant becomes insolvent or bankrupt or enters into any agreements 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 consultant submits to the employer a false statement which has a material effect on the rights obligations or interests of the employer and which the consultants knowingly raised.
- d) If, as a 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;
- e) If the employer, in its sole discretion and for any reason whatsoever, decided to terminate this contract.

2.9.2 By the Consultants:

The consultant may, by not less than thirty (30) day's written notice to the employer, such notice to be given after the occurrence of any of the events specified in paragraphs (i) and (ii) of this Clause CC 2.9.2, terminate this contract.

- i) if the employer is in material breaches 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 employer of the consultants notice specifying such breach.
- ii) if, as a 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.

2.9.3 (a) Cessation of Rights and Obligations:

Upon termination of this contract pursuant to Clauses CC2.2 or 2.9

hereof, or upon expiration of this contract pursuant to clause CC 2.4 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 CC 3.3 hereof;
- iii) Any rights which a party may have under the applicable law.

2.9.3 (b) Cessation of Services:

Upon termination of this contract by notice of either party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof the consultants shall immediately upon dispatch or receipt of such notice take all necessary steps to bring the services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditure for this purpose to a minimum. With respect to documents prepared by the consultants, the consultants shall proceed as provided, respectively, by Clauses CC 3.3 hereof.

2.9.4 Payment upon Termination

Upon termination of this contract pursuant to Clause CC 2.9.1 or 2.9.2 hereof, the employer shall make the following payments to the consultants (after offsetting against these payments any amount that may be due from the consultant to the employer).

Remuneration pursuant to Clause CC 6 hereof for services satisfactorily performed prior to the effective date of termination.

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 hereunder with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices and shall observe sound management 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 the contract or to the services, as faithful advisers of the employer and shall at all times support and safeguard the employer's legitimate interests in any dealings with third parties.

3.2 Conflict of Interest:

3.2.1 Consultant not to benefit from the Commissions, Discounts etc.:

The remuneration of the consultants pursuant to Clause CC 6 hereof shall constitute the consultant's sole remuneration in connection with this contract or the services and subject to Clause CC 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 to the services or in the discharge of their obligations

hereunder and the consultants shall use their best efforts to ensure that none of their personnel and agents or either of them similarly shall not receive any such additional remuneration.

3.2.2 Prohibition of conflicting activities:

Neither consultants nor their personnel shall engage either directly or indirectly during the term of this contract in any business or professional activities in West Bengal / India which will conflict with the activities assigned to them under this contract.

3.3 Confidentiality:

The consultants and their personnel shall not either during the term or after the expiration of this contract disclose any property or confidential information relating to the project, the services of this contract or the employer business or operations without the prior written consent of the employer.

3.4 Reporting Obligations:

The consultants shall submit to the employer the reports and documents specified in Terms of Reference hereto in the numbers and within the time periods set forth in the said Terms of Reference.

3.5 Documents prepared by the Consultants to be the property of the Client:

All plans, drawings, specifications, designs, reports, software's and other documents prepared by the consultants in performing the services shall become and remain the property of the employer and the consultants shall not later than upon termination or expiration of this contract, deliver all such documents to the employer, together with a detailed inventory thereof. The consultants may retain a copy of such documents. The consultant shall however not use these documents for any purposes to any agency other than the employer without prior written approval of the employer.

3.6 Equipment and Materials required for carrying out of the services:

It is the responsibilities of consultant to provide / deploy / engage all the required equipment and materials, hardware and software etc. carrying out the services.

4. CONSULTANTS PERSONNEL:

4.1 General:

The consultants shall employ and provide such qualified and experienced personnel as are required to carry out the services.

4.2 Resident Project Manager & Project Office:

The selected firm shall have to set up a Project Office at **Kolkata** as per the requirement.

5. OBLIGATIONS OF THE EMPLOYER:

5.1 Assistance and Exemptions:

The employer shall use its best efforts to ensure to:

- a. Provide the consultants and their personnel with all information/documents available with the employer as shall be necessary to enable the consultants, or their personnel to perform the services.
- b. Request to officials, agents and representatives of other Government departments as may be necessary or appropriate for providing information necessary for the prompt and effective implementation of the services.

5.2 Changes in the Applicable Law:

Irrespective of any change in the applicable law with respect to taxes and duties which increases or decreases the cost incurred by the consultants in performing the services during period of this contract, the remuneration otherwise payable to the consultants under this contract shall be fixed accordingly by agreement between the parties thereto.

5.3 Payment:

In consideration of the services performed by the consultants under this contract, the employer shall make to the consultants such payments and in such manner as is provided by Clause CC 6 of this contract.

6. MODE OF PAYMENTS TO THE CONSULTANTS:

The payment shall be made as per the following schedule of payment :

Schedule of Payment

Sl.	Items	Days (from the date of issue of work order)
1	Survey & investigation, Geo-technical study (5 Hard Copy + 1 Soft Copy)	10
2	Detailed design & drawing of intake well, ESR & GSR, Pump House & Pumps, treatment plant, raw & clear water rising mains, Power Supply etc with cost estimate. (5 Hard Copy + 1 Soft Copy)	25
3	Submission of Draft DPR (5 Hard Copy + 1 Soft Copy)	30
4	Submission of Final DPR (5 Hard Copy + 1 Soft Copy)	35
	Total	100

7. FAIRNESS AND GOOD FAITH:

7.1 Good Faith:

The parties undertake to act in good faith with respect to each others 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 impossible 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.

8. DELAY IN PROGRESS OF WORK – LIQUIDATED DAMAGES:

Should the consultant fail to complete the work or unable to show the progress as per the execution schedule, the consultant shall pay to the Employer as fixed and agreed liquidated damages @ 0.5% of the Contract valued per week of delay if it is established that the delay in deliverables is attributable to the Consultant.

9. SETTLEMENT OF DISPUTES:

9.1 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. In case of employer, the decision of the Mission Director shall be final and binding.

9.2 Dispute Settlement:

Disputes which cannot be settled amicably within thirty (30) days after receipt by one party of the other party's request may be taken up by either party for settlement in accordance with the Applicable Law within jurisdiction of courts of Kolkata.

SECTION-V
(TERMS OF REFERENCE)

TERMS OF REFERENCE

(An example is given below and suitably modified as per the propose specific scheme)

1. Area to be covered:- All urban local bodies and industrial townships of West Bengal covered under AMRUT2.0

2. Concept:

More information/data, if required for detail engineering shall be collected from the Office of the Board of Councillors, Municipalities. However, further information/ data, if required shall be collected by the bidder from other offices & institutions at his own cost.

3. Objectives:

The objective of the study is for preparation of Detail Engineering & Design for the work **“Urban Piped Water Supply Project urban water supply schemes, sewerage / septage and water body rejuvenation schemes for different urban local bodies under Four (04) Zone of AMRUT 2.0”**

4. Scope of Work:

Preparation of DPR for the work **“Urban Piped Water Supply Project urban water supply schemes, sewerage / septage and water body rejuvenation schemes for different urban local bodies under Four(04) Zone of AMRUT 2.0”**

- **The Four(04) Zone is distributed across the State Of West Bengal following Manner:**

North Zone	Central Zone	West Zone	South Zone
CoochBehar	Murshidabad	Purulia	Howrah
Alipurduar	Nadia	Bankura	South 24 Parganas
Jalpaiguri	Birbhum	Paschim Midnapur	North 24 Parganas
Darjiling	Purba Bardhaman	Purba Midnapur	
Kalimpong	Paschim Bardhaman	Jhargram	
Uttar Dinajpur		Hoogly	
Dakshin Dinajpur			
Malda			

- i) " with the rate of supply 70 lpcd and the design period of all components of the system 30 years is to be made.
- ii) The DPR should be prepared for the entire project area covering all habitations/ wards of the Urban Local Body where the project is to be implemented. However, wards/habitations left out, if any, in the proposed scheme may be considered in consultation with the Authority concerned. (wards having PWS facilities shall also be included)
- iii) To undertake site visits, carryout necessary detailed survey & investigation, identify gaps in data & information interaction with Urban Local Body /

Development Authority / Municipal Engineering Dte Officials, local people where ever necessary.

- iv) To assess the various water supply plans, system being taken up in the area & determine their interference & interaction with the proposed W/S system and sewerage / septage and water body rejuvenation schemes
- v) To identify the proper location of water source, i.e., intake well near or inside the source , Infiltration gallery, in case if required to add storage capacity by construction of weirs or barrages, alignment of raw and clear water rising mains and distribution networks, cross-drainage features, canal, road (State Highway & National Highway) and railway crossing etc., pumping stations (PS), Water Treatment Plant/Unit, Elevated Storage Reservoir (ESR) & Ground Storage Reservoir (GSR) and power supply etc.
- vi) To carry out Total Station (TS) survey for raw & clear water rising mains and distribution networks, contour survey for source and WTP site wherever required
- vii) To fix up bench-mark stations at all proposed sites such as Intake Well, WTP, E.S.R, G.S.R etc.
- viii) To carry out soil investigation such as collection of sample & testing as per relevant BIS for water retaining structures i.e., Intake well, WTP, PS, ESR & GSR etc.
- ix) To carry out trial pit up to 1.5m depth at a distance 0.5 Km. to 1.0 Km. depending upon change of direction, gradient, obstruction etc. for raw & clear water rising mains in order to assess the type of soil excavation & water table condition for laying of pipe line.
- x) Preparation of hydraulic design and specification for pumping systems at Intake, WTP & Storage site etc., specification of pipes, valves & other fittings etc.
- xi) Detailed hydraulic design & drawing along with 'L' section of raw & clear water rising mains and distribution system along with inter-connection arrangements for consecutive zones. Detailed structural design & drawings of intake well, WTP, ESR & GSR, pumping arrangement, thrust blocks, chambers for water appurtenances, and power supply & other related structures etc. in all complete. All drawings are to be made in Auto-CAD with appropriate to the scale.
- xii) Distribution network & inter-connection arrangements with adjacent zones design & layout plan prepared by manual/ established software shall be submitted to employer with details of references. The entire water supply system should be designed to ensure 16 hours water supply per day to the urban area. The softcopies of the design calculations and drawings as well as the software required to check the design calculations shall be submitted by the agency to the Department. The manual design calculation shall also be submitted by the agency. Distribution Net work design should be established considering 100% household connection. In case of concrete roads, detail survey should be made for laying pipe line in one side of the road or at the both side or in any other alternative roads considering economic feasibility.

- xiii) Preparation of cost estimates with the detail analysis etc. The cost estimate should be as per the current Schedule of Rates (CSR) of GoWB for the scheduled items. Non-scheduled items shall be on the lowest current prevailing market rates and the rates obtained from different sources shall also be submitted. Cost analysis shall be as per West Bengal State PWD /PHE/ KMDA analysis of rates. No lump sum provision in the estimate is admissible.
- xiv) To prepare bill of quantities, specifications & tender documents for bidding the above work in consultation with Engineer-in-charge.
- xv) While preparing the above DPR, CPHEEO Manual on Water Supply & Treatment published by Ministry of Housing & Urban Affairs, Govt. of India, latest relevant BIS Codes of Practice & Specification & other standard/statutory books shall be followed.
- xvi) The final DPR with final BOQs with cost of estimates are to be submitted after incorporating the comments and findings of the department in the draft DPR. The detail design and estimate shall be vetted by an institution of repute like IEST / JU / NIT / IIT etc.
- xvii) Documentation & Report Preparation:

Comprehensive report should include all above mentioned information as well as submission of survey and investigation report, Geo-technical study report with all maps, field data, all design and drawing of all component of water supply project and the cost estimate of the project along with supporting analysis.

4.1 Information to be collected.

Collect and present the information on the Existing situation:

- a) ULBs service area, economic growth, urban growth , physical and hydrogeological parameters, population growth and factors influencing the above.
- b) Demands and availability of water , water resources , source sustainability , conditions on water consumptions, alternate vendors/ sources used by the beneficiaries.
- c) Infrastructure to serve the demands, along with key system components to maintain it efficiently.
- d) Status of existing assets and their rehabilitation needs.

- e) Assess whether typical system management components such as bulk flow meters, pressure regulating valves, transmission mains without illegal connection of distribution lines, energy efficient usage tools/ equipment , domestic meters ect. Availability and functioning.

In order to properly inform the subsequent planning exercise, the following specific assessments shall be undertaken, in addition to other assessments that the consultant may plan to cover the above issue. The framework for these assessments is given in the next section.

- a) Field Surveys and preparation / updating of base maps.
- b) Asset Status/ Performance Review to determine the functional status and rehabilitation needs.
- c) Assessment of water demands in the service area.
- d) Affordability study to determine the level of affordability against the desired service levels.

Main Output : The main output of this exercise is a report on Existing Situation , Identified Priority interventions (with their procurement and implementation plan), Planning Parameters and Design Basis to be considered for designs and drawings upon these assessments.

There are some specific assessments to be undertaken as indicated in section 4.2 below , the required output of which are indicated there – in.

4.2. Analytical Framework & Methodology for Collection of Data and Assessments :

The consultant shall develop the framework and methodology for completing the Tasks listed in 4.2 The methodology shall be agreed with the client before undertaking the assessment . Some of the specific assessments listed below shall follow the framework indicated.

- a) Field Surveys and preparation / Updating of Base of Maps : Undertaken Total Station Survey and Prepare / update the base maps, indicating all the infrastructure elements along with their key features.

Output : Base Maps with information on the Water Supply Infrastructure.

- b) Asset Status and Performance Review ;** Determine the data requirements and procedure for collecting the data on system installation and collect data relating to source (quantity , quality seasonal fluctuations) transmission mains, pumping system treatment, plant5, reservoirs , distribution system O & M practices, breakdown history , efficiency , system leakages and losses , loads supply availability , tariff levels, annual consumption , power costs, ect. Salient parameters to be reviewed
Measure the flow and pressure at appropriate points of the system as required , in consultation with the ULBs , in all existing zones and make an assessment of weaknesses of the existing water supply system by comparing the actual with the output of the network analysis and make an assessment of the condition of existing pipes by consulting the Municipal Council Officials. Pressure measurement points may be put at appropriately selected locations with more numbers in the defective water supply pockets. Based on this analysis, identify underlying causes for non performance and not adhering to standards, Support the analysis with backup data.

Output : Asset Status and Performance analysis.

- c) Water Demands :** Water Demands for the city shall be estimated based on review of existing consumption patterns and likely realistic increments for future , based on a sample household survey of different categories of consumers. This exercise shall also inform the present service levels, the improvements that the consumers perceive as necessary.

Output : Water Demands , Customer Service Perception (duration, quality , quantity , pressures alternate sources, adaptations , costs ect.)

- d) Water Audit and Estimation of Non – Revenue water:**

The Water Audit exercise, shall inform the overall production of water (not to be based on just rated capacity of pumps) , flows in different parts of water service area to determine areas of high/ low consumption , losses – both physical and revenue. An analysis of this information along with the system status shall inform possible areas of high physical / revenue losses and priority areas of intervention and possible demand management options. This shall be done in two parallel steps :

Step – 1 for quick estimates to be used in the designs.

Step -2: for refining the estimates for use as record by the ULBs for future use.

Step 1 : Study the existing water supply network up to the service connection through the information obtained from Field Surveys and Performance reviews and in

discussion with the O & M staff of the Municipal Councils, with a view to identify and prioritize rehabilitation needs of existing system and major leak spots in the system. For locations identified as having the maximum potential to reduce the loss of water suggest the improvements, to be effected. Based on this prioritize measures for taking up urgent repairs with minimum cost and time to measures. Indicate possible demand management options.

Output of Step-1: Overall Water Balance , Demand Management options, Major leak spots , Priority Areas of intervention , possible Water Savings, Customer meter status, Metered and Un- metered water use by Consumers.

Step – 2 : While it is recognized that installation of domestic meters and regularization of unauthorized connections by the ULBs take time, for refining the water Audit , follow the methodology suggested in O & M Manual of CPHEEO . For the distribution system particularly, select at least two representative District ,entered Areas (DMAs) , in discussion with the ULBs , representing at least 10% of the households in the ULBs by selecting the areas that can be easily segregated , preferably under the command area of different reservoirs. Undertake one round of Consumer meter sampling (if they exist) as per the Manual to estimate the usage by customers (both metered and un-metered) and the possible losses in customer service lines and appurtenances.

If there are no consumer meters existing in the ULBs, provide for stop cocks to the consumer connections and public taps, to be able to close them for testing to analyse the losses in the system (main lines, feeder kinas, ferrules , consumer connections) Also , in such a situation of no consumer meters existing in order to derive water usage by consumers , identify sample representative consumers of various categories (e.g. in selected roads) fix consumer meters on their connections and measure the usage patterns.

This step requires capital investments as well in terms of establishing meters, closing connection , metering a sample consumer connections and public taps, valves for segregation etc. The consultants would therefore include such investments as priority investments, to be implemented early by the Public Health Engineering Department , Manipur / ULBs.

The consultants scope for this exercise would be to plan the exercise , identify the DMAs, identify the investments, procure and get the work done behalf of the Public Health Engineering Department, Manipur / ULBs monitor the implementation and reassess the water audit and demands.

Output of Step – 2: Refined report of Step -1.

(Note : A separate exercise of detailed NRW assessment and Energy Audits will be undertaken by the ULBs in parallel to implementation.)

5. Time Schedule for Completion of Work:

The consultant shall complete all the tasks indicated above within a period of 2 (two) months.

Sl.	Items	Days (from the date of issue of work order)
1	Survey & investigation, Geo-technical study (5 Hard Copy + 1 Soft Copy)	20
2	Detailed design & drawing of intake well, ESR & GSR, Pump House & Pumps, treatment plant, raw & clear water rising mains, Power Supply etc with cost estimate. (5 Hard Copy + 1 Soft Copy)	20
3	Submission of Draft DPR (5 Hard Copy + 1 Soft Copy)	10
4	Submission of Final DPR (5 Hard Copy + 1 Soft Copy)	10
<p>Note :(i)The consultant/ consultancy firm may furnish time schedule break-up as per the above items limiting to total execution period of 60 (Sixty) days with Bar Chart. (ii) Besides, the consultant shall also give hard & soft copies (iii) During such process, as and when required, the consultant should attend and clarify the doubts/query if any raised by the Department.</p>		

SECTION-VI

SCHEDULES OF SUPPLEMENTARY INFORMATION

1. Format of Letter of Acceptance
2. Schedule A - PAN & Details of Clearance
3. Schedule B - Record of Arbitration and Litigation
4. Schedule C - History of Criminal Cases
5. Schedule D - General Power of Attorney
6. Schedule E - Affidavit

Consultant shall enclose the above documents/information in the prescribed form

enclosed

LETTER OF ACCEPTANCE

From

To

Gentlemen,

Sub: Tender for

Ref: Your Tender for the above work

Kindly refer to your letter No..... Dated..... forwarding your Tender
in response to Invitation to Tender No.....

You are hereby informed that the referenced Tender is accepted.

You are requested to furnish the security deposit in the form specified in Clause 2.7.6. of
the Conditions of Contract within seven days of the receipt of this letter and are also
requested to be present all the Office of the **State Mission Director, AMRUT2.0** for
execution of Contract documents along with non judicial stamp paper as per conditions of
contract.

The Contract will be governed by the Conditions of Contract as set out in the Tender
Documents subject to modifications accepted by the

Please return this copy duly accepted and signed.

Yours Sincerely,

(Signature) Accepted

Signature, Name & Designation
Seal of Firm

SCHEDULE -A

PAN AND DETAILS OF CLEARANCE

(To be forwarded on the letter head of the Consultants)

SCHEDULE-B

**RECORD OF ARBITRATION & LITIGATION
(To be forwarded on the letter head of the Consultants)**

The Consultant shall record chronologically any disputes he has had with any of his previous Clients during the last Ten (10) years, indicate whether arbitration or Litigation, the nature, approximate duration and amount of claim involved in respective cases.

Sl. No.	Project Identification and Location	Name and Address of Client, telephono, and faxno.	Nature of Dispute					
			Description	Arbitrations /litigations	PeriodFrom-To	Amount claimed(Rs.inlakh)	Result	In favour of Client /Contractor

Name:

Date:

Signature:

Designation:

Seal of Company

SCHEDULE-C

HISTORY OF CRIMINAL CASES

(To be forwarded on the letter head of the Consultants)

Sl. No.	Name of Police Station	Town or Village and District	FIR No & Date	Details of the charges	Stage of the case/Result

Name:

Date:

Signature:

Designation:

Seal of Company

SCHEDULE-D

GENERAL POWER OF ATTORNEY

By this power of Attorney, I/We, S/o

..... aged about years, R/O.

..... Partners of having its registered office at hereby appoint

..... aged about years S/o

..... as our lawful attorney on behalf of the company, to do and execute all or any of the following acts, deed and things, that is to say:

1. To apply for, obtain and renew all licenses, permits, etc. that are necessary for carrying on the said business.
2. To submit all statements, returns, etc. To proper authorities as required by any law or rule in force and to verify the same by production of documents and papers.
3. To appoint, employ, dismiss or discharge any agent, broker, office, clerk, peon, or any other person at such remuneration, commission, or salary, as the said attorney thinks fit.
4. To draw, accept, endorse, negotiate or pay any bill of exchange, hundi, promissory note, cheque, draft, railway receipt, bill of lading or other instrument which may be deemed necessary for carrying on the said business.
5. To open and operate bank accounts in any bank or banks in the name of the firm and/or to authorize any person or persons to operate the above bank account.
6. To borrow or raise loans from time to time, such sums of money, from any individuals, recognized financial institutions such as Banks, etc. and upon such terms as the said attorney may think fit upon the security of any of the properties of the firm Whether movable or immovable and for such purpose to execute such document or documents as may be necessary for securing the repayment of such loan or loans.
7. To negotiate, enter into any bargain, do all acts, things or execute any deeds or documents or other instruments or assurances as may be necessary for selling, mortgaging or purchasing any movable or immovable property, from any individual, recognized financial institutions such as Banks etc. And upon such terms as the said attorney may thinks fit.

8. To institute contest, compound, submit all suits proceedings, claims, demands etc. arising in course of or in relation to the aforesaid business.
9. To execute and sign in our name individually or collectively and on our behalf any document, letter or deed in respect of to carry on the business effectively.

And I/We hereby agree to ratify and confirm all and whatsoever our said attorney shall lawfully do or cause to be done by virtue of this deed.

In witness whereof, I / We the said partners has hereto signed at on this day the

WITNESSES:	Name of Partner	Signatures
1.	1.	1.
	2.	2.
	3.	3.

Date:

SCHEDULE-E

AFFIDAVIT

1. I/We _____ certify that all information furnished is true and agree that my / our Tender shall be rejected if I / we am / are found to have misled or made false representation in the form of any of the Schedules of Supplementary information and / or statements submitted in proof of the eligibility and qualification requirements or if I / We have a record of poor performance such as absconding from work, works not properly completed as per contract, inordinate delays in completion, financial failure and / or has / have participated in previous Tendering for the same work/s and had quoted unreasonable high Tender premium. In addition I/we shall be blacklisted and the work be taken over invoking relevant clause of the General conditions of contract and conditions of particular application.
2. I/We _____ agree to be disqualified for Tendering further consultancy services in the if I/We _____ withdraw my/our Tender without a valid reason (to be decided by the Authority competent to accept this tender).
3. I/We _____ certify that no criminal cases are pending against me/us partners at the time of submitting the Tender.
4. I/We _____ accept that my / our Tender shall be rejected if any criminal cases are pending against me/us/partners of the firm at the time of submitting the Tender.
5. I/We _____ agree that if the history of litigation, pending against me/us/Partners furnished by me/us is false, I / We _____ will attend by the action taken by the Without approaching any court whatsoever for redress. However, I/We shall be given suitable opportunity to offer my/our explanation before action is taken against me/us.
6. I/We _____ certify that the following addenda issued by the, Govt of West Bengal , Kolkata have been received by me/us and incorporated in my/ our Tender.

1. Dated
2. Dated
3. Dated

(Add if the addenda issued are more than 3)

7. Further I/We _____ certify that no near relatives (as defined in It 3.3 (e)) are working in the
8. I / We _____ also agree to undertake to keep accurate and system of accounts records and furnish the same (including that of sub-contractor) and agree to reimburse Any excess amount claimed by me / us over and above my / our entitlement as per relevant clause of the General Conditions of contract.

Dated this day of 2022.. ..

Signature in the capacity of duly authorized to sign the Tender for and on behalf of

.....

(Block Capitals)

Signature of Witness:

Name of Witness:

Address of Witness:

SECTION-VII

**ADDENDA
Issued (if any)**

(Consultant shall enter the particulars of addenda issued by the and enclose the addenda to the Tender at the time of uploading the Tender.

Sl. No.	Date of issue	Description

ORGANIZATION AND EXPERIENCE

A] Consultant's Organization:

[Provide here a brief description of the background and organization of your firm/entity for this Assignment/job. The brief description should include ownership details, date and place of incorporation of the firm, objectives of the firm etc.]

B] Consultant's Experience:

[Using the format below, provide information on each Assignment/job for which your firm was legally contracted for carrying out consulting Assignment/job similar to the ones requested under this Assignment/job (If possible, the employer shall specify exact assignment / job for which experience details may be submitted).

1. 1. Firm's Name:

1	Assignment/job name:	
1.1	Description of Project	
1.2	Approx. value of the contract (in Rupees):	
1.3	Country:	
1.4	Location within country:	
1.5	Duration of Assignment/job (months) :	
1.6	Name of Employer:	
1.7	Address:	
1.8	Approx. value of the Assignment/job provided by your firm under the contract (in Rupees):	
1.9	Start date (month/year):	
1.10	Completion date (month/year):	
1.11	Description of actual Assignment/job provided by your staff within the Assignment/job:	

Note: (i) Please provide documentary evidence from the client i.e., copy of work order, contract for each of above mentioned assignment, completion certificate. The experience shall not be considered for evaluation if such requisite support documents are not provided with the proposal.

(ii) Separate sheets may be used for number of projects / assignments.

CURRICULUM VITAE (CV)
FOR PROPOSED KEY PROFESSIONAL STAFF

1. Proposed Position: [For each position of key professional separate form will be prepared] :
2. Name of Firm: [Insert name of firm proposing the staff] :
3. Name of Staff: [Insert full name] :
4. Date of Birth :
5. Nationality :
6. Education: [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment] :
7. Membership of Professional Associations:
8. Other Training :
9. Countries of Work Experience: [List countries Where staff has worked in the last ten years]:
10. Languages [For each language indicate Proficiency: good, fair, or poor in speaking, Reading and writing] :

11. 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 :
Positions held :

12. Detailed Tasks Assigned [List all tasks to be Performed under this Assignment/job] :

13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned [Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment /jobs that best illustrate staff capability to handle the tasks listed under point 12.]

Name of Assignment/job or project :
Year :
Location :
Employer :
Main project features :
Positions held :
Activities performed :

14. 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 or authorized Representative of the staff]

Place:

[Full name of authorized representative]

DECLARATION ON SUBMISSION OF EMD

Certified that I have furnished Earnest Money Deposit (EMD) valuing Rs.2,00,000 /- through Online Portal as per Section –II, Clause 19.3 & 23.1 of DTCN.

Certified that We are Exempted from payment of earnest money as bid security for Micro, Small and Medium Enterprises (MSMEs) as per the Public Procurement Policy notified by Ministry of Micro, Small and Medium Enterprises, Govt of India and Rule 170 of GFR 2017.

SIGNATURE OF CONSULTANT

FULL NAME: _____

ANNEXURE-IV

(Particulars of Consultant)

Particulars of the Consultant

1.1	Title of Consultancy:
1.2	Title of Project:
1.3	State whether applying as Sole Firm or Lead Member of a consortium: Sole Firm or Lead Member of a consortium
1.4	State the following: Name of Company or Firm: Legal status (e.g. incorporated private company, unincorporated business, partnership etc.): Country of incorporation: Registered address: Year of Incorporation: Year of commencement of business: Principal place of business: Brief description of the Company including details of its main lines of business Name, designation, address and phone numbers of authorised signatory of the Consultant: Name: Designation: Company: Address: Phone No.: Fax No. : E-mail address:
1.5	If the Consultant is Lead Member of a consortium, state the following for each of the other Member Firms: (i) Name of Firm: (ii) Legal Status and country of incorporation (iii) Registered address and principal place of business.
1.6	For the Consultant, (in case of a consortium, for each Member), state the following information: (i) In case of Non Indian Firm, does the Firm have business presence in India?

	<p style="text-align: right;">Yes/No</p> <p>If so, provide the office address(es) in India</p> <p>(ii) Has the Consultant or any of the Members in case of a consortium been penalized by any organization for poor quality of work or breach of contract in the last five years? Yes/No</p> <p>(iii) Has the Consultant/Member ever failed to complete any work awarded to it by any public authority/entity in last five years? Yes/No</p> <p>(iv) Has the Consultant or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years? Yes/No</p> <p>(v) Has the Consultant or any of the Members, in case of a consortium, suffered bankruptcy/insolvency in the last five years? Yes/No</p> <p>Note: If answer to any of the questions at (ii) to (v) is yes, the Consultant is not eligible for this consultancy assignment.</p>
	<p>Does the Consultant's firm/company (or any member of the consortium) combine functions as a consultant or adviser along with the functions as a contractor and/or a manufacturer? Yes/No</p> <p>If yes, does the Consultant (and other Member of the Consultant's consortium) agree to limit the Consultant's role only to that of a consultant/ adviser to the Authority and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity? Yes/No</p>
	<p>Does the Consultant intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services? Yes/No</p> <p>If yes, does the Consultant agree that it will only be acceptable as Consultant, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Project (including tendering relating to any goods or services for any other part of the Project) other than that of the Consultant? Yes/No</p> <p>If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc that they agree to disqualify themselves from subsequent execution of work on this Project and they agree to limit their role to that of consultant/ adviser for the Authority only?</p> <p style="text-align: right;">Yes / No (Signature, name and designation of the authorised signatory) For and on behalf of</p>

Proposed Methodology and Work plan

(To be given in letter head of consultant)

The proposed methodology and work plan shall be described as follows:

1. Understanding of TOR (not more than 2 pages): The consultant shall clearly state its understanding of the ToR and also highlight its important aspects. The consultant may supplement various requirements of the ToR and also make precise suggestion if it considers this would bring more clarity and assists in achieving the objectives laid down in the ToR.
2. Methodology & work plan (not more than 8 pages): The consultant will submit its methodology for carrying out this assignment, outlining its approach toward achieving the objectives laid down in the ToR. The consultant will submit a brief write up on its proposed team and organization of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. In case the consultant is a consortium, its should specified how the expertise of each firm is proposed to be utilized for this assignment. The consultant should specified the sequence and locations of important activities and provide a quality assurance to plan for carrying out the consultancy services.
3. Organisation and staffing: The consultant should proposed and justified the structure and composition of his team and should list the main discipline of the assignment, the key expert responsible and proposed technical support staff.

ANNEXURE-VI**FORMAT FOR SIMPLIFIED EVALUATION OF QUALITY & TECHNICAL ELIGIBILITY**

Name of the consultancy firm:

1. Responsiveness:

Sl No	Item	Required response
1	Has the consultant paid the RFP document fees	Yes/ No
2	Has the consultant submitted the requisite bid processing fee and bid security	Yes/ No
3	Have all the pages required to be signed by the authorized representatives of the consultant been signed	Yes/ No
4	Has the power of attorney been submitted in the name of authorized representative	Yes/ No
5	Deleted	Yes/ No
6	Has the consultant submitted all the required forms of the technical proposal	Yes/ No
7	Does the technical proposal contained in any financial information	Yes/ No
8	Is financial proposal uploaded separately	Yes/ No

2. Evaluation of proposal

Sl No	Item	Required response
1	Does the consultancy firm have the required experience	Yes/ No
2	Does the proposed methodology of work fulfill the objectives of the job till the last details of the TOR	Yes/ No
3	Does the methodology, work plan and staffing schedule provide coverage of the entire scope of the work as described in ToR	Yes/ No
4	Does the team leader fulfill the minimum educational qualification and experience criteria	Yes/ No
5	Has the consultant provided the requisite expertise of the professionals	Yes/ No
6	Does the key professional fulfill minimum the qualification and experience criteria	Yes/ No
7	Does the staffing schedule (proposed is adequate the responsibility assigned to them) for performing the entire scope of work indicated in the ToR	Yes/ No

PART-II

**PRICE BID
FINANCIAL PROPOSAL**

PRICE BID
(FINANCIAL PROPOSAL)
To be submitted online mode

From

To

.....

Sir

Sub: Consultancy services for preparation of Detail project report for the work "Preparation of detailed project report for urban water supply scheme, sewerage/septage and water body rejuvenation schemes for different urban local bodies under Four(04) Zone of AMRUT 2.0"

Ref: Letter of invitation No. Dated.....

I/We _____, Consultant/ Consultancy firm are willing to offer our consultancy service at the rates mentioned excluding GST as follows:

Number#	TEXT#	Number#	Number#
SL. NO	Item Description	Quote %(percentage)rate upon total project cost	%(percentage)rate upon total project cost excluding Gst
	For preparation of detailed project report for urban water supply scheme, sewerage/septage and water body rejuvenation schemes for different urban local bodies under AMRUT.2.0		
	North Zone		
	Central Zone		
	South Zone		
	West Zone		

I/WE agree to keep the offer in this tender valid a period of 120 (One hundred twenty) Days and not to modify the whole or any part of it for any reason within above

period. If the tender is withdrawn by me/us for any reasons whatsoever, the earnest money paid by me/us will be forfeited by the **State Mission DirectorAMRUT2.0**

The rate mentioned above is inclusive of all expenditures like salaries/ remuneration to permanent & contingency staff and their allowances, all material cost, equipment's & machinery cost/rents, computer hardware & software cost, consumables cost, all traveling expenses, overheads, except GST, charges on expert services, laboratory testing charges etc. and all other miscellaneous & incidental expenditures required to complete the assignments in all respect as per the Terms of Reference & other conditions stipulated in the RFP Document Part-I for the fulfillment of the contract.

I/WE hereby distinctly and expressly, declare and acknowledge that, before the submission of my/our tender I/We have carefully followed the instructions in the RFP document, conditions of the contract, Terms of Reference (ToR) etc. and distinctly agree that I/We will not hereafter make any claim or demand upon the **State Mission DirectorAMRUT2.0** based upon or arising out of any alleged misunderstanding or misconception /or mistake on my/or our part of the said requirement, covenants, agreements, stipulations, restrictions and conditions.

I/ We have enclosed to my/our application for this RFP schedule, the EMD in stipulated form along with the General & Techno-Commercial bid with following details.

I/ We shall not assign or sublet any portion of the contract.

If my/our tender is not accepted, the EMD shall be returned to me/us on application or at the expiration of tender validity period, whichever is earlier.

I/ We fully understand that the written agreement to be entered into between me/us and **State Mission Director AMRUT2.0** shall be the foundation of the rights of the both the parties and the contract shall not be deemed to be complete

until the agreement has first been signed by me/us and then by the proper officer authorized to enter into contract on behalf of Govt. of West Bengal.

DECLARATION BY THE TENDERER:

- 1) I/WE certify that I/We have inspected the site of the work before quoting my tender rate.
- 2) I/WE have not been black listed in any department in West Bengal /India due to any reasons.
- 3) I/WE agree to disqualify me/us for any wrong declaration in respect of eligibility & qualification criteria and to summarily reject my/our tender including blacklisting.

Yours faithfully,

Signature

Full Name & Address of Authorized
Representative

Phone No.
e-mail:

Address of the Tenderer:

Phone No.
e-mail: