



# **WEST BENGAL HIGHWAY DEVELOPMENT CORPORATION**

**( A WHOLLY OWNED COMPANY OF GOVERNMENT OF WEST BENGAL )**

## **REQUEST FOR PROPOSAL**

**FOR APPOINTMENT OF**

**Architect & Project Management Consultant**

**For**

**Services for the work of Construction of Office Building  
for Head-Quarters of WBHDCL at KOLKATA**

**West Bengal Highway Development Corporation  
Limited**

**(A West Bengal Government Undertaking)**

***NIT No. CIV/BLDG WORKS//05/13-14 Dated 27.02.2014***

**4<sup>th</sup> & 5<sup>th</sup> Floor, HRBC Bhawan,  
Munsi Premchand Sarani, Kolkata – 700021**

**APRIL -2014**



## **REQUEST FOR PROPOSAL**

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**West Bengal Highway Development Corporation Limited  
(A West Bengal Government Undertaking)**

**4<sup>th</sup> & 5<sup>th</sup> Floor, HRBC Bhawan,  
Munsi Premchand Sarani, Kolkata – 700021**

## DISCLAIMER

The information contained in this Request for Proposal document ("**RFP**") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the West Bengal Highway Development Corporation (hereinafter stated as WBHDCL) or any of their employees or advisers, is provided to Applicants 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 WBHDCL to the prospective Applicants 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 Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the WBHDCL in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the WBHDCL, its employees or advisers to consider the objectives, 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 Applicant 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 Applicants 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 WBHDCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The WBHDCL, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The WBHDCL also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.

The WBHDCL may in its absolute discretion, but without being under any obligation to do so, date, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the WBHDCL is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the WBHDCL reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs 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 demonstrations or presentations which may be required by the WBHDCL or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the WBHDCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

## GLOSSARY

<b>Agreement</b>	As defined in Form of Agreement
<b>Applicant</b>	As defined in Clause 2.1.1
<b>Associate</b>	As defined in Clause 2.3.3 (i)
<b>Authorized Representative</b>	As defined in Clause 2.13.3 (iii)
<b>Authority</b>	As defined in Clause 1.1.1
<b>Conditions of Eligibility</b>	As defined in Clause 2.2.1
<b>Conflict of Interest</b>	As defined in Clause 2.3.1
<b>Consultancy</b>	As defined in Clause 1.2
<b>Consultancy Team</b>	As defined in Clause 7 of Schedule-1
<b>Consultant</b>	As defined in Clause 1.2
<b>CV</b>	Curriculum Vitae
<b>Documents</b>	As defined in Clause 2.12
<b>Effective Date</b>	As defined in Clause 2.1 of Schedule-2
<b>EPC</b>	Engineering Procurement & Construction
<b>Expatriate Personnel</b>	As defined in Clause 1.1.1(i) of Schedule-2
<b>Form of Agreement</b>	Form of Agreement as in Schedule -2
<b>Financial Proposal</b>	As defined in Clause 2.15.1
<b>INR, Re, Rs.</b>	Indian Rupee(s)
<b>Inception Report</b>	As specified in Clause 4 of Schedule-1
<b>Key Date or KD</b>	As defined in Clause 6.2 of Schedule-1
<b>Key Personnel</b>	As defined in Clause 2.1.4
<b>LOA</b>	Letter of Award
<b>Member</b>	As defined in Clause 2.3.3 (i)
<b>Official Website</b>	As defined in Clause 1.11.2
<b>PPP</b>	Public Private Partnership
<b>Personnel</b>	As defined in Clause 1.1.1(m) of Schedule-2
<b>Project</b>	As defined in Clause 1.1.1
<b>Professional Personnel</b>	As defined in Clause 2.14.6
<b>Prohibited Practices</b>	As defined in Clause 4.1
<b>Proposal</b>	As defined in Clause 1.2
<b>Proposal Due Date or PDD</b>	As defined in Clause 1.8
<b>Resident Personnel</b>	As defined in Clause 1.1.1(n) of Schedule-2
<b>RFP</b>	As defined in Disclaimer
<b>Services</b>	As defined in Clause 1.1.1(o) of Schedule -2

<b>Selection Process</b>	As defined in Clause 1.6
<b>Selected Applicant</b>	As defined in Clause 2.24.1
<b>Sole Firm</b>	As defined in Clause 2.1.1
<b>Statutory Auditor</b>	An Auditor appointed under Applicable Laws
<b>Sub - Consultant</b>	As defined in Clause 1.1.1(q) of Schedule-2
<b>Support Personnel</b>	As defined in Clause 2.14.6
<b>Team Leader</b>	As defined in Clause 2.1.4
<b>Technical Proposal</b>	As defined in Clause 2.14.1
<b>TOR</b>	As defined in Clause 1.1.3
<b>US\$</b>	United States Dollar

The words and expressions beginning with capital letters and defined in this document shall, unless the context otherwise requires, have the meaning ascribed thereto herein.

## TABLE OF CONTENTS

<b>S. No.</b>	<b>Contents</b>
	<b>Invitation</b>
	<b>Request for Proposals</b>
1	Introduction with Project Data Sheet
2	Instructions to Applicants
	A. General
	B. Documents
	C. Preparation and Submission of Proposal
	D. Evaluation Process
	E. Appointment of Consultant
3	Criteria for Evaluation
4	Fraud and corrupt practices
5	Pre-Proposal Conference
6	Miscellaneous
	<b>Schedules</b>
1	Terms of Reference
2	Form of Agreement
	Annex-1: Terms of Reference
	Annex-2: Cost of Services
	Annex-3: Payment Schedule
3	Guidance Note on Conflict of Interest
	<b>Appendices</b>
1	<b>Appendix-I: Technical Proposal</b>

Form 1: Letter of Proposal

Form 2: Particulars of the Applicant

Form 3: Statement of Legal Capacity

Form 4: Power of Attorney

Form 5: Proposed Methodology and Work Plan

Form 6: CV of Professional Personnel

Form 7: Survey and Field Investigations

## 2 **Appendix-II Financial Proposal**

Form 1: Covering Letter

Form 2: Financial Proposal



**West Bengal Highway Development Corporation Limited**  
**Office of the Managing Director**  
**4<sup>th</sup> & 5<sup>th</sup> Floor, HRBC Bhawan, Munsii Premchand Sarani,**  
**Kolkata – 700021**  
**Phone: 033-2262 5267 / Fax: 033-2262 5266**

***NIT No. CIV/BLDG WORKS/05/13-14      Dated 27.02.2014***

**INVITATION**  
**For**  
**Request for Proposal**

**Appointment of Architect & Project Management Consultant**  
**For**

**Services for the work of Construction of Office Building for**  
**Head-Quarters of WBHDCL at KOLKATA.**

**1. INTRODUCTION**

**1.1** West Bengal Highway Development Corporation Limited, (hereinafter stated as WBHDCL), a Company fully owned by Govt. of West Bengal and incorporated as a limited Company under the Companies Act 1956, invites sealed proposals for Architectural Design, Structural Design, allied works and Project Management Services for the work of **Construction of Office Building for Head-Quarters of WBHDCL at KOLKATA.**

1.2 WBHDCL is desirous of engaging reputed Architectural / Design consultant / Firm to act as LEAD CONSULTANT for Providing Architectural services, structural designs, electrical, HVAC, Sanitary, Fire safety system, Communication system, LAN, Access control, Surveillance Security system, power backup and Green features etc., the services includes providing detailed designs and specifications with Bill of Quantities for all works involved in the construction of the office building and supervision of project during execution stage till commissioning of the project.

1.3 WBHDCL now invites **Request for proposals (RFP)** from the reputed and experienced Architectural / Design Consultant firms having proven track record of providing Architectural and Design Consultancy services for an Office Building with the eligibility criteria set out in RFP DOCUMENT

1.4 Details of **Key Activity Schedule** for **RFP** are as follows:

SI No	Key Activity	Action By	Start Date and Time	End Date and Time
1.	Uploading of RFP in WBHDCL website	WBHDCL	On or after April 21,2014	
2.	Download of Application Document from WBHDCL website <a href="http://www.wbhdcl.gov.in">www.wbhdcl.gov.in</a>	Applicant	After April 21,2014	
3	Last Date and Time for deposit of Processing Fee	Applicant	April 30 , 201 4	15:00 Hours
4	Pre-Bid Meeting	WBHDCL	April 30,2014	15:00 Hours
5.	Last Date and Time of Submission of RFP WBHDCL –Proposal Due Date (PDD)	Applicant	May 14 , 2014	15-00 Hours
6.	Opening of Bid (Technical )	WBHDCL	May 14 , 2014	15:30 Hours

*WBHDCL shall endeavor to conform to the Dates mentioned in the Key Activity Schedule. However any change of dates/time due to reasons beyond control, shall be notified through website of WBHDCL only and no separate and individual intimation to interested Consultants or Applicants shall be issued by WBHDCL .So interested Consultants are advised to update themselves about any development by referring to the WBHDCL website [www.wbhdcl.gov.in](http://www.wbhdcl.gov.in)*

1.5 Bids shall be valid for 120 days from last date of submission of the Bid **(PDD)**

**RFP for Architectural and Design Consultancy services for Office Building at the address given below:  
Managing Director**

**West Bengal Highway Development Corporation Limited**  
**4th & 5<sup>th</sup> Floor, HRBC Bhawan, Munshi Premchand Sarani, Kolkata -700021**  
**[Phone: 033 2262 5267 Fax: 033 2262 5266]**

1.6 Intending Consultants has to pay a non-refundable and non-transferable **Document & Processing Fee** of Rs **20000/- (Twenty thousand only)** by **Bank Draft** drawn in favour of **Managing Director, WBHDCL** on any **Scheduled Bank at Kolkata**. The acknowledgement of submission of processing fee must be submitted at the time of submission of Application in a separate sealed cover. No RFP shall be processed without receipt of such fee before the last date and time of receipt of Application. No Application shall be sent by post or courier. In case any application is submitted by post or Courier, WBHDCL shall not be responsible for delay in transit and any application delivered at WBHDCL after date and time stated in Key Activity Schedule for submission shall not be opened.

Managing Director, WBHDCL reserves the right to accept/reject any or all application or annul the tender process any time without assigning any reason thereof.

**Managing Director**

## REQUEST FOR PROPOSAL

### 1. INTRODUCTION

#### 1.1 Background

1.1.1 The West Bengal Highway Development Corporation Limited, under Public Works Department, Government of West Bengal represented by the Managing Director , (the **"Authority"**) is desirous for **Appointment of Architect & Project Management Consultant For Services for the work of Construction of Office Building for Head-Quarters of WBHDCL at KOLKATA.** (the **"Project"**) as stated in Project Data Sheet .

1.1.2 In pursuance of the above, the Authority has decided to carry out the process for selection of a Consultant. The Consultant shall conduct field survey, investigation, analysis and Report as per Terms of Reference (TOR).

#### 1.2 Requests for Proposal

The Authority invites Proposals (the **"Proposals"**) for selection of Technical Consultants as per Eligibility Criteria stated in this RFP.:

##### 1.2.1 General Qualifying Criteria:

- a) Consultant must be be a reputed and experienced architectural firms , professionally qualified and eligible to practice the profession of architecture in India according to all applicable laws. The Bidder must bid as a Sole Firm only . Joint Venture, Consortium of Firms or Associates **are not permitted** for the purpose of this Bidding
- b) The Bidder as a sole Consultant must be :
  - (i) Proprietorship firm (with the proprietor having residence in India),
  - (ii) Partnership firm (with the all the partners having residence in India) or

- (iii) Company registered in India under Indian Companies Act 1956 (or as amended from time to time )

**Foreign firms/entities, with only registration for place to carry out business in India, are also not eligible to Bid. An Applicant must not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process.**

### **1.2.2 PRIMARY ELIGIBILITY CRITERIA**

1. The proprietor/all partners of the Architects/Architectural shall be registered with the Council of Architecture, India. Companies registered as Limited Liability Partnerships (LLP) shall not be eligible to participate.
2. The consultants/Firm shall be Architects/Architectural firm with its registered office in India with minimum Ten (10) years of continuous operation up to the date of publication of this RFP.
3. The Architects/Architectural Firms shall have an **average turnover** of at least Rupees Three Crore (Rs. 3.0 Crore) in last five (5) Financial Years and with a positive net profit for each of the last three years considered. Turnover shall mean consultancy fee received during each year. For avoidance of doubt last Five years shall be counted excluding FY-2013-14 and year shall be FY for the purpose of this clause only.
4. The Architects/Architectural Firms shall not have been barred or blacklisted by any Departments /PSUs/Corporations Central and/or State Government in India.
5. The Architects/Architectural Firms shall not have, during the last five (5) years, either failed to perform on any agreement, or been expelled from any project or have any agreement terminated for breach on their part.

### **1.2.3 Specific Qualifying Criteria :**

1. The Architects/Architectural Firms shall, in the last five (5) years, have successfully rendered comprehensive Architectural and Engineering consultancy services to Government / Semi Government / Public sector undertakings or reputed private organizations for:
  - 1.1. Office Buildings and/or hostels complexes/public building of the following Magnitude:

1.1.1. At least three similar works of minimum gross built-up area of 5,000 sqm each;

Note: Applicants shall provide sufficient information and valid proof for each project listed for meeting the primary eligibility criteria including sufficient updated contact numbers of employers, owners or promoters of the projects. If in the opinion of the Committee, sufficient information and valid proof is not available about some project during evaluation, the Applicant may be declared ineligible under the primary eligibility criteria.

The Authority intends to select the Consultant through an open competitive bidding process in accordance with the procedure set out herein.. Decision of WBHDCL in such case shall be final.

### 1.3 Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site, sending written queries to the Authority, and attending a Pre-Bid Meeting on the date and time specified in Details of **Key Activity Schedule** for **RFP**.

### 1.4 Sale of RFP Document

RFP document shall be made available in the website of WBHDCL from 21.04.2014. A processing fee Rs. 20,000/- (Rupees Twenty thousand only) in the form of a demand draft or banker's cheque drawn on any Scheduled Bank in India in favour of **Managing Director, West Bengal Highway Development Corporation Limited and payable at Kolkata**. The document shall have to be downloaded from the Official Website of the Authority. The RFP document shall be common for all packages, but if a bidder desires to apply for more than one package, he/she shall have to pay the processing fee for each package separately. No RFP application shall be processed without receipt of such fee before the last date and time of receipt of proposal. RFP Document shall not be sent by post or courier. In case any proposal is submitted by post or Courier by a bidder, WBHDCL shall not be responsible for delay in transit and any application delivered at WBHDCL after date and time stated in Key Activity Schedule for submission shall not be opened.

### 1.5 Validity of the Proposal

The Proposal shall be valid for a period of not less than **120** days from the Proposal Due Date (the "**PDD**").

## **1.6 Brief description of the Selection Process**

Selection will be on Quality –cum-Cost Basis (QCBS) with 70% weightage on Quality and 30% on Price .

## **1.7 Currency conversion rate and payment**

- 1.7.1 For the purposes of technical evaluation of Applicants, **[Rs 55-00]** per US \$ shall be considered as the applicable currency conversion rate. In case of any other currency, the same shall first be converted to Indian National Rupee as on the date 60 (sixty) days **prior to the Proposal Due Date**, and the conversion rate of such currencies shall be the average of buying and selling rates notified by Reserve Bank of India on the relevant date.
- 1.7.2 All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP. The Consultant may convert Rupees into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Consultant.
- 1.7.3 Unless otherwise specifically mentioned in RFP, Consultant shall prepare his financial proposal only on Indian Currency

## **1.8 Schedule of Selection Process**

The Authority would endeavor to adhere to the following schedule:

<b>Event Description</b>	<b>Estimated Date</b>
1. RFP uploaded in wbhdcl website	on or after 21th April 2014
2. Proposal due Date or ( <b>PDD</b> )	<b>May 14, 2014</b> <b>(15-00 Hours)</b>
3. Opening of Proposals (Technical Bid)	<b>May 14, 2014</b> <b>(15-30 Hours)</b>
5. Signing of Agreement	<b>within 14 days of LOA</b>
6. Validity of Applications	<b>120 days of PDD</b>

## **1.9 Pre-Proposal visit to the Site and inspection of data**

Prospective applicants may visit the Site and review the available data at any time prior to PDD under intimation to the Nodal Officer

**West Bengal Highway Development Corporation Ltd**  
**Office of the Managing Director 4<sup>th</sup> & 5<sup>th</sup> Floor, HRBC Bhawan,**  
**Munsi Premchand Sarani, Kolkata – 700021**  
Phone : 033-22625267, Tele-fax: 033-22625266  
Email:wbhdcl@gmail.com

**1.10 Deleted**

**1.11 Communications**

1.11.1 All communications including the submission of Proposal should be addressed to:

**Managing Director**  
**West Bengal Highway Development Corporation Ltd**  
**4<sup>th</sup> & 5<sup>th</sup> Floor, HRBC Bhawan, Munsi Premchand Sarani,**  
**Kolkata – 700021 Phone : 033-22625267, Tele-fax: 033-22625266**  
Email:wbhdcl@gmail.com

1.11.2 The **Official Website** of the Authority is: [http:// www.wbhdcl.gov.in](http://www.wbhdcl.gov.in)

[Note: Please open the page 'Notices and Tenders' to access all the posted and uploaded documents related to this RFP].

1.11.3 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

***NIT No. CIV/BLDG WORKS//05/13-14 Dated 27.02.2014***

**Appointment of Architect & Project Management Consultant  
For**

**Services for the work of Construction of Office Building for  
Head-Quarters of WBHDCL at KOLKATA**



## Project Data Sheet

**Project is the Office Building on 3 contiguous plots of land at south Kolkata near Anwar Shah Road.**

## 2. INSTRUCTIONS TO APPLICANTS

### A. GENERAL

#### 2.1 Scope of Proposal

- 2.1.1 Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Consultancy are specified in this RFP. The term applicant (the "**Applicant**") means the Consultants who complies with the Eligibility Criteria stated in the RFP and submits their Bids in response to the Notice of RFP. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.
- 2.1.2 Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are deemed to be final without conferring any right of appeal to the Applicants/bidders whatsoever.

2.1.3 The Applicant shall submit its Proposal in the form and manner specified in this RFP. The Technical proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II. Upon selection, the Applicant shall be required to enter into an agreement with the Authority in the form specified at Schedule-2.

#### 2.1.4 Key Personnel

The Consultancy Team shall consist of the following key personnel (the “**Key Personnel**”) who shall discharge their respective responsibilities as specified below :

<b>Key Personnel</b>	<b>Responsibilities</b>
<b>Lead Architect cum Team Leader</b>	<b>He shall act as the Team Leader cum Architect and shall be responsible for conceptual plan ,architectural design , obtaining all approvals , co-ordinating with WBHDCL and steering the project from concept to commissioning</b>
<b>Lead Structural Engineer</b>	He shall act as the Structural Engineer for the project and responsible for structural design of all elements of the building , structural safety and shall be required to ensure all compliances during implementation
<b>Geotechnical / Foundation Engineer</b>	He shall act as the Geotechnical /Foundation Engineer for the project and responsible for all geotechnical investigation and foundation design and safety of the building and shall be required to ensure all compliances during implementation
<b>Support Personel</b>	
<b>HVAC Expert</b>	Shall be responsible for design and implementation of HVAC system for the Building
<b>Resident Engineer</b>	Responsible for supervision of the project during execution , on behalf of WEBHDCL. He shall be responsible for all quantity and quality checks and shall be stationed on site , exclusively for the project till commissioning

<b>Quantity Surveyor</b>	He shall be responsible for quantity survey , checking of Bills , preparation of Progress Reports and documentations during implementation
<b>Site Supervisor</b>	For supervision of site and assisting the Resident Engineer
<b>Electrical Engineer</b>	For supervising all Electrical installations of the Building during construction

## 2.2 Conditions of Eligibility of Applicant

### 2.2.1 General Qualifying Criteria:

- a) The "Consultant" shall be reputed and experienced architects/architectural firms, professionally qualified and eligible to practice the profession of architecture in India according to all applicable laws.
- b) The Bidder must be a sole Consultant only and shall be
  - (i) Proprietorship firm (with the proprietor having residence in India),
  - (ii) Partnership firm (with the all the partners having residence in India) or
  - (iii) Company registered in India under Indian Companies Act 1956 (and as per latest amendment , if any )

**Foreign firms/entities, with only registration for place to carry out business in India, are also not eligible to apply. An Applicant must not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process**

### **2.2.2 PRIMARY ELIGIBILITY CRITERIA**

#### **PRIMARY ELIGIBILITY CRITERIA**

1. The proprietor/all partners of the Architects/Architectural shall be registered with the Council of Architecture, India. Companies registered as Limited Liability Partnerships (LLP) shall not be eligible to participate.
2. The consultants/Firm shall be Architects/Architectural firm with its registered office in India with minimum Ten (10) years of continuous operation up to the date of publication of this RFP.

3. The Architects/Architectural Firms shall have an **average turnover** of at least Rupees Three Crore (Rs. 3.0 Crore) in last five (5) Financial Years and with a positive net profit for each of the last three years considered. Turnover shall mean consultancy fee received during each year. For avoidance of doubt last Five years shall be counted excluding FY-2013-14 and year shall be FY for the purpose of this clause only.
4. The Architects/Architectural Firms shall not have been barred or blacklisted by any Departments /PSUs/Corporations Central and/or State Government in India.
5. The Architects/Architectural Firms shall not have, during the last five (5) years, either failed to perform on any agreement, or been expelled from any project or have any agreement terminated for breach on their part.

The Authority intends to select the Consultant through an open competitive bidding process in accordance with the procedure set out herein.. Decision of WBHDCL in such case shall be final.

### **2.2.3 Specific Qualifying Criteria :**

1. The Architects/Architectural Firms shall, in the last five (5) years, have successfully rendered comprehensive Architectural and Engineering consultancy services to Government / Semi Government / Public sector undertakings or reputed private organizations for:
  - 1.1. Office Buildings and/or hostels complexes/public building of the following Magnitude:
    - 1.1.1. At least three similar works of minimum gross built-up area of 5,000 sqm each;

Note: Applicants shall provide sufficient information and valid proof for each project listed for meeting the primary eligibility criteria including sufficient updated contact numbers of employers, owners or promoters of the projects. If in the opinion of the Committee, sufficient information and valid proof is not available about some project during evaluation, the Applicant may be declared ineligible under the primary eligibility criteria.

**2.2.4 Availability of Key Personnel:** The Applicant shall offer and make available all Key Personnel meeting the requirements specified in Sub-clause below. Which also states Conditions **of Eligibility for Key Personnel:** Each of the Key Personnel must fulfill the Conditions of Eligibility specified below:

Key Personnel	Educational Qualification	Length of Professional Experience	Experience on Eligible Assignments
<b>Lead Architect cum Team Leader</b>	Graduate in Architecture with valid Registration as per law of India to practise Architecture in India	20 years	He should have experience in preparing at least five architectural Plan, concept design for major office buildings, commercial complex.
<b>Lead Structural Engineer</b>	Post Graduate in Civil Engineering	15years	He should have experience of conducting structural design of at least 5 office /commercial buildings. He must be conversant with structural design software.
<b>Geotechnical /Foundation Engineer</b>	Post Graduate in Civil Engineering with specialisation in geotechnical engineering	15years	He should have experience of conducting structural design of at least 5 office /commercial buildings. He must be conversant with structural design software .

Support Personel	Educational Qualification	Experience	Eligible Assignments
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<b>HVAC Expert</b>	Graduate in Mechanical Engineering	10 years post qualification	Has experience in HVAC work of similar nature for atleast 3 buildings
<b>Resident Engineer</b>	Graduate in Civil Engineering	10 years post qualification	Has experience in supervision /construction work of similar nature for atleast 3 buildings
<b>Quantity Surveyor</b>	Diploma in Civil Engineering	5 years post qualification	Has experience in supervision /construction work of similar nature for atleast 2 buildings
<b>Site Supervisor</b>	Diploma in Civil Engineering	5 years post qualification	Has experience in supervision /construction work of similar nature for atleast 2 buildings
<b>Electrical Engineer</b>	Diploma in Civil Engineering	5 years post qualification	Has experience in electrical work of similar nature for at least 3 buildings

Note : CV of Support Personnel shall not be evaluated during the Bidding Stage . But before deployment, CV s must be got approved by WBHDCL.

- 2.2.5 The Applicant should submit a Power of Attorney as per the format at **Form - 4 of Appendix-I**.
- 2.2.6 Any entity which has been barred/blacklist by the Central / State Government in India, or any entity controlled by them, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal.
- 2.2.7 An Applicant should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant..While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may

format the specified forms making due provision for incorporation of the requested information.

## 2.3 Conflict of Interest

- 2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “**Conflict of Interest**”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security except where the Authority has waived the requirement of such Bid Security in case of procurement on nomination basis only and as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 2.3.2 The Authority requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Authority’s interests paramount, avoid conflicts with other assignments or its own corporate interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other employers, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.
- 2.3.3 Some **guiding principles** for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at Schedule-3. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest that affects the Selection Process, if:
- (i) the Applicant, its consortium member (the “**Member**”) or Associate (or any constituent thereof) and any other Applicant, its Member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of the Applicant, Member or Associate, as the case may be) in the other Applicant, its Member or Associate is less than 1% (one percent) of the paid up and subscribed share capital of such Applicant, Member or Associate; provided further that this disqualification shall not apply to a bank,

insurance company, pension fund or a Public Financial Institution referred to in section 4A of the Companies Act 1956; or

- (ii) a constituent of such Applicant is also a constituent of another Applicant; or
- (iii) such Applicant receives or has received any direct or indirect subsidy from any other Applicant; or
- (iv) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- (v) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Application of either or each of the other Applicant; or
- (vi) if there is a conflict among this and other consulting assignments of the Consultant (including its personnel and sub-Consultant) and any subsidiaries or entities controlled by such Consultant or having common controlling shareholders. The duties of the Consultant depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- (vii) a firm which has been engaged by the Authority to provide goods or works for a project, and its Associates, will be disqualified from providing consulting services for the same project; conversely, a firm hired to provide consulting services for the preparation of implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
- (viii) the Applicant, its Member or Associate (or any constituent thereof) and the Concessionaire, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of an Applicant, its



Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of the Applicant, Member or Associate, as the case may be) in the Concessionaire or its contractor(s) or subcontractor(s) is less than 1% (one percent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to a bank, insurance company, pension fund or a Public Financial Institution referred to in section 4A of the Companies Act 1956.

For purposes of this RFP, Associate means, in relation to the Applicant/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Applicant/ Consortium Member (the “**Associate**”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise.

- 2.3.4 An Applicant eventually appointed to provide Consultancy for this Project, as well as any of its Associates, may be disqualified from subsequently providing goods or works or services related to the construction and execution of the same Project and any breach of this obligation shall be construed as Conflict of Interest.

## **2.4 Number of Proposals**

An Applicant is eligible to submit only one Application along with requisite amount of Document and Processing fee.

## **2.5 Cost of Proposal**

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

## **2.6 Site visit and verification of information**

Applicants are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, access to the site, availability of drawings and other data with the Authority, applicable laws and regulations or any other matter considered relevant by them.

## **2.7 Acknowledgement by Applicant**

2.7.1 It shall be deemed that by submitting the Proposal, the Applicant /Bidder has:

- (a) made a complete and careful examination of the RFP;
- (b) received all relevant information requested from the Authority ;
- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 2.6 above;
- (d) satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- (e) acknowledged that it does not have a Conflict of Interest ; and
- (f) agreed to be bound by the undertaking provided by it under and in terms hereof.
- (g) acknowledged that Proposal in response to RFP has been submitted after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, access to the site, availability of drawings and other data with the Authority, applicable laws and regulations or any other matter considered relevant by them.

2.7.2 The Authority shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

## **2.8 Right to reject any or all Proposals**

2.8.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.8.2 The Authority reserves the right to reject any Proposal if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

Such misrepresentation/ improper response may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

## **B. DOCUMENTS**

### **2.9 Contents of the RFP**

2.9.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.11:

#### **Request for Proposal**

- 1 Introduction including Project Data Sheet
- 2 Instructions to Applicants
- 3 Criteria for Evaluation
- 4 Fraud and corrupt practices
- 5 Pre-Bid Conference

- 6 Miscellaneous

### **Schedules**

- 1 **Terms of Reference**

- 2 **Form of Agreement**

Annex-1: Terms of Reference

Annex-2: Cost of Services

Annex-3: Payment Schedule

- 3 **Guidance Note on Conflict of Interest**

### **Appendices**

#### **Appendix-I: Technical Proposal**

Form 1: Letter of Proposal

Form 2: Particulars of the Applicant

Form 3: Statement of Legal Capacity

Form 4: Power of Attorney

Form 5: Proposed Methodology and Work Plan

Form 6: CV of Professional Personnel

Form 7: Survey and Field Investigations

#### **Appendix – II: Financial Proposal**

Form 1: Covering Letter

Form 2: Financial Proposal containing break-up of all Costs

## **2.10 Clarifications**

- 2.10.1 Applicants requiring any clarification on the RFP may send their queries to the Authority in writing before the date mentioned in the Schedule of Selection Process at Clause 1.8. by Post , Fax or e-mail .If sent by post, envelopes shall clearly bear the following identification:

**"Queries/Request for Additional Information concerning RFP"**

**Authority shall not be responsible for any delay or non-receipt of such intimation by post or fax or e-mail due to postal delay or technical problem in electronic transmission.**

The Authority shall endeavor to respond to the queries within the period specified therein but not later than 3 days prior to the Proposal Due Date. The responses shall usually be uploaded in WBHDCL website only .The Authority will post the reply to all such queries on the Official Website and copies thereof will also be circulated to all Applicants who have purchased the RFP document without identifying the source of queries. Uploading the response in official website shall be treated as valid official communication on part of WBHDCL to the Consultant and all other means of communication by fax or e-mail shall be supplementary modes of communication, at the discretion of authority.

- 2.10.2 The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

**2.11 Amendment of RFP**

- 2.11.1 At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment/Clarifications including MODIFIED RFP and posting it on the Official Website and by conveying the same to the prospective Applicants (who have purchased the RFP document) by fax or e-mail. Such Addendum/ Amendment/Clarifications shall be binding on each Applicant/Bidder .

- 2.11.2 The amendments will also be posted on the Official Website along with the revised RFP containing the amendments and will be binding on all Applicants. Uploading the response in official website shall be treated as valid official

communication on part of WBHDCL and all other means of communication by fax or e-mail shall be optional at the discretion of authority. All such amendments will be notified in writing through fax or e-mail to all Applicants who have purchased the RFP document.

- 2.11.3 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.

## **C. PREPARATION AND SUBMISSION OF PROPOSAL**

### **2.12 Language**

The Proposal with all accompanying documents (the “**Documents**”) and all communications in relation to or concerning the Selection Process shall be in English Language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

### **2.13 Format and signing of Proposal**

- 2.13.1 The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 2.13.2 The Applicant shall prepare one original set of the Documents comprising the Proposal (together with originals/ copies of documents required to be submitted along therewith pursuant to this RFP) and clearly marked “ORIGINAL”. In addition, the Applicant shall submit 2 (two) copies of the Proposal marked “COPY”. In the event of any discrepancy between the originals and the copies, the original shall prevail.
- 2.13.3 The Proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall initial each page, in blue ink.

All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed as detailed below:

- (i) by the proprietor, in case of a proprietary firm;
- (ii) by the partner holding the Power of Attorney, in case of a partnership firm;
- (iii) by a duly authorized person holding the Power of Attorney (the "**Authorized Representative**"), in case of a Limited Company or a corporation; or
- (iv) DELETED.

A copy of the Power of Attorney certified under the hands of a partner or director of the Applicant or a notary public on the specified form shall accompany the Proposal.

2.13.4 Applicants should note the Proposal Due Date, as specified in Clause 1.8, for submission of Proposals. Applicants are reminded that no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Clause 2.17.1. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

## **2.14 Technical Proposal**

2.14.1 Applicants shall submit the technical proposal in the formats at Appendix-I (the "**Technical Proposal**").

2.14.2 While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

- (a) Details of the Firm's Qualification
- (b) CVs of all Professional Personnel have been submitted;
- (c) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.2.4 of the RFP;

- (d) No alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
- (e) the CVs have been recently signed in blue ink by the respective Personnel and countersigned by the Applicant. Photocopy or unsigned / countersigned CVs shall be rejected;
- (f) the CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP; and
- (g) Professional Personnel proposed have good working knowledge of English language.
- (h) DELETED
- (i) All forms are submitted in the prescribed formats and signed by the authorized signatories;
- (j) Power of Attorney, if applicable, is executed as per Applicable Laws.
  
- (k) the proposal is responsive in terms of Clause 2.21.3.

**h) Additional Supplement in Technical Proposal**

Two (2) copies of the submission below as per the detailed brief of areas and requirements of buildings.

a) Sufficient drawings (plans, sections, elevations, views, details) on A1 size sheets as well as a PowerPoint Presentation in soft copy to communicate the design intent, features of the design, reference images, including references from Applicants' previous work, etc. at a scale and format of the Applicant's choice limited to the volume that will be prescribed in the detailed brief of areas and requirements of buildings. The selection of the material to be submitted is left to the Applicants with the caveat that the material must be selected such that it conveys to the Authority what the Applicants wish to drive home. Too little information or too much volume of submissions shall both be counterproductive. Lack of legibility, orientation, scale and clarity shall go against the Applicant in not being able to influence the Jury. Construction technologies, structural methods, materials and finishes, systems for building services, crafts inputs, and ecological benefits that the Applicants may like to highlight shall be included.



b). Sufficient report on A3 size sheets as well as soft copy describing the design approach and achievements as well as the preliminary area and cost estimates of the proposed development as per the design and technologies proposed, giving breakups for net usable carpet area, circulation, services' areas and their respective costs for all the buildings, with cost-benefit analysis of the systems and including reference to TOR provisions and the proposed work plan and time schedule.

c) . Additional notes to assist Applicants in choosing what to include in their presentation are as follows:

Sheets: Please provide sufficient drawings (plans, sections, elevations, views, details) on A-1 size sheets as well as in soft copy. The intent is to show the overall form of the buildings and at least one building in detail sufficient to explain the architectural features and expression conceived.

d)Presentation: A PowerPoint Presentation in soft copy to communicate the design intent, features of the design, reference images, simulation or calculations, etc. at a scale and format of the Applicant's choice for the areas described in the area chart, including references from Applicants' previous work, etc. You will use this material to present to the Jury so please make sure that you will not need to add or alter material (which shall not be allowed) as you present your case.

e) Other: The choice of the material to be presented is left to the Applicants with the caveat that the material must be selected such that it conveys to the Jury what the Applicants wish to drive home. Too little information or too much volume of submissions shall both be counterproductive. Lack of legibility, scale and clarity shall go against the Applicant in not being able to positively influence the Jury. Construction technologies, structural methods, materials and finishes, systems for building services, crafts inputs, climatic, local resource, and ecological benefits that the Applicants may like to highlight shall be included. The Jury would also expect to understand the capacity and capability of your firm to deliver the demands of the project with sensitivity and quality, in the prescribed time and costs.

2.14.3 Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.

2.14.4 If an individual Key Personnel makes an averment regarding his qualification, experience or other particulars and it turns out to be false, or his commitment

regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be debarred for any future assignment of the Authority for a period of five years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.

2.14.5 The Technical Proposal shall not include any financial information relating to the Financial Proposal.

2.14.6 The proposed team shall be composed of experts and specialists (the "**Professional Personnel**") in their respective areas of expertise and managerial/support staff (the "**Support Personnel**") such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in Clause 2.1.4 shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Consultancy. The CV of each Professional Personnel should also be submitted in the format at Form-7 of Appendix-I.

2.14.7 Deleted

2.14.8 The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Failure of the Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority there-under.

2.14.9 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Applicant or Consultant, as the case may be.

In such an event, the Authority shall forfeit and appropriate the Bid Security as mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

## 2.15 Financial Proposal

2.15.1 Applicants shall submit the financial proposal in the formats at Appendix-II (the “**Financial Proposal**”) clearly indicating the total cost of the Consultancy in both figures and words, in Indian Rupees, and signed by the Applicant's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall be taken into account.

2.15.2 While submitting the Financial Proposal, the Applicant shall ensure the following:

- (i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel, office, accommodation, transportation, equipment, printing of documents, surveys and investigations , cost related to collection of data and maps including satellite imageries etc, license for software's used., periodic movement of **Professional Personnel** (including mobilization/demobilization/site visits etc). The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- (ii) The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per applicable laws. However Service Tax, at rates applicable under IT Act , shall be reimbursed by the Authority on submission of Documentary Evidence of deposit of Service Tax , to appropriate authorities .
- (iv) Costs (including break down of costs) shall be expressed in INR.

## 2.16 Submission of Proposal

2.16.1 The Applicants shall submit the Proposal in hard bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be signed by the Authorized Representative of the Applicant. In case the proposal is submitted on the document down loaded from Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the Authority, the latter shall prevail.

2.16.2 The Proposal will be sealed in an outer envelope which will bear the address of the Authority, RFP Notice no., Consultancy name as indicated at Clause 1.11.1 and 1.11.3 and the name and address of the Applicant. It shall bear on top, the following:

“Do not open, except in presence of the Authorized Person”

If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted.

2.16.3 The aforesaid outer envelope will contain two separate sealed envelopes, one clearly marked **‘Technical Proposal’** and the other clearly marked **‘Financial Proposal’**.

The envelope marked **“Technical Proposal” shall contain, if applicable:**

- (i) Application in the prescribed format **Form 1 of Appendix-I** along with **Forms 2 to 7 of Appendix-I** and supporting documents;

**The envelope marked “Financial Proposal” shall contain the financial proposal in the prescribed format (Forms 1, 2 of Appendix-II).**

2.16.4 The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialed by the person or persons signing the Proposal.

- 2.16.5 The completed Proposal must be delivered on or before the specified time on Proposal Due Date. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.
- 2.16.6 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, copy of contracts etc. will be entertained.
- 2.16.7 The rates quoted shall be firm throughout the period of performance of the assignment upto and including acceptance of the Feasibility Report by the Authority and discharge of all obligations of the Consultant under the Agreement.

## **2.17 Proposal Due Date (PDD)**

- 2.17.1 Proposal should be **submitted before** the Proposal Due Date specified at Clause 1.8 at the address provided in Clause 1.11 in the manner and form as detailed in this RFP.
- 2.17.2 The Authority may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.11 uniformly for all Applicants.

## **2.18 Late Proposals**

Proposals received by the Authority after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

## **2.19 Modification/ substitution/ withdrawal of Proposals**

- 2.19.1 The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Authority prior to Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the Proposal Due Date.
- 2.19.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.16, with the envelopes

being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

2.19.3 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

## **2.20 Bid Security**

2.20.1 The Applicant shall furnish as part of its Proposal, a Bid Security of Rs 5.00 lakhs (Rupees Five lakhs only ) in the form of a Demand Draft issued by one of the Nationalized/ Scheduled Banks in India in favour of the **Managing Director, WBHDCL**, returnable not later than 120 days from PDD except in case of the three highest ranked Applicants as required in Clause 2.24.1. In the event that the first ranked Applicant commences the assignment as required in Clause 2.29, the second and third ranked Applicant, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 150 days from PDD.

2.20.2 Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.

2.20.3 The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free. Neither shall authority reimburse direct or indirect cost associated with procuring the Bid Security by the bidders.

2.20.4 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Bid Security may be forfeited and appropriated by the Authority at its sole discretion as the mutually agreed pre-estimated compensation and damage payable to the Authority for, inter alia, time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- (a) If an Applicant submits a non-responsive Proposal;
- (b) If an Applicant engages in any of the Prohibited Practices specified in Clause 4 of this RFP;
- (c) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;

- (d) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiation as required vides Clause 2.24.1;
- (e) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clause 2.28 and 2.29 respectively; or
- (f) If the Applicant is found to have a Conflict of Interest as specified in Clause 2.3. and thus its proposal becomes unresponsive.

## **D. EVALUATION PROCESS**

### **2.21 Evaluation of Proposals**

2.21.1 The Authority shall open the Proposals on the Proposal Due Date, at the place specified in Clause 1.11.1 and in the presence of the Applicants who choose to attend. The envelopes marked "Technical Proposal" shall be opened first. The envelopes marked "Financial Proposal" shall be kept sealed for opening at a later date.

2.21.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.19 shall not be opened.

2.21.3 Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

- (a) it is received in the form specified at Appendix-I (Technical Proposal);
- (b) it is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.17;
- (c) it is accompanied by the Bid Security as specified in Clause 2.20.1.
- (d) it is signed, sealed, hard bound and marked as stipulated in Clause 2.13 and 2.16;
- (e) it is accompanied by the Power of Attorney as specified in Clause 2.2.5;
- (f) it contains all the information (complete in all respects) as requested in the RFP;

- (g) it does not contain any condition or qualification; and
- (h) it is not non-responsive in terms hereof.

2.21.4 The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.

2.21.5 The Authority would subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFP.

2.21.6 After the technical evaluation as per terms of this RFP, the Authority would prepare a list of Technically-qualified Applicants in terms of Clause 3.1 for opening of their Financial Proposals. A date, time and venue will be notified to all Applicants for announcing the result of evaluation and opening of Financial Proposals. The Authority shall inform the Consultants who have submitted proposals –their technical scores obtained by their Technical Proposals. The Authority shall only declare the total Technical Score without any disclosure of break-up of such Technical Score for any Applicant/Bidder. The Authority shall also notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their **ORIGINAL** Financial Proposals will be returned unopened after completing the selection process. Before opening of the Financial Proposals, the list of Technically-qualified Applicants along with their Technical Score will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of only the Applicants/Bidders who have been declared to be technically qualified and choose to be present. The Authority will not entertain any query or clarification from Applicants/Bidder who fail to qualify at any stage of Selection Process. The financial evaluation and final ranking of the Proposals would be carried out in terms of Clause 3.3 and 3.4.

2.21.7 Applicants are advised that Selection will be entirely at the discretion of the Authority. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or Selection will be given.

2.21.8 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

## 2.22 Confidentiality



Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to, or matters arising out of, or concerning the Selection Process. The Authority will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority.

## **2.23 Clarifications**

2.23.1 To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.23.2 If an Applicant does not provide clarifications sought under Sub-Clause 2.23.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

## **E. APPOINTMENT OF CONSULTANT**

### **2.24 Negotiations**

2.24.1 The **“Selected Applicant”** as decided by process described in **Clause 3.1.5 of RFP** may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. A Key Personnel who did not score 70% marks as required under Clause 3.1.2 shall

be replaced by the Applicant with a better candidate to the satisfaction of the Authority. Authority may require the Key Personnel to personally attend the Office of WBHDCL and confirm their availability for the project prior to issuance of LOA.

2.24.2 The Authority will examine the CVs of all other Professional Personnel not named in Technical Proposal of the Consultant as key personnel during the operation consultancy service and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.

2.24.3 The Authority will examine the credentials of all Sub-Consultants proposed for this Consultancy and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.

2.24.4 Any changes in proposal agreed by the **Selected Applicant** as an outcome of Negotiation as per Clause 2.24 shall not require review of Technical and/or financial evaluation which has already been done to arrive at combined and final evaluation as per clause 3.1.5

## **2.25 Substitution of Key Personnel**

2.25.1 The Authority will not normally consider any request of the Selected Applicant for substitution of Key Personnel during negotiations as the ranking of the Applicant is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution, will, however be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

2.25.2 The Authority expects all the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. As a condition to such substitution, a sum equal to 20% (twenty per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Consultant. In the case of a second substitution hereunder, such deduction shall be 50% (fifty per cent). Any further substitution may lead to disqualification of the Applicant or termination of the Agreement at the sole discretion of the Authority.

2.25.3 Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Applicant or termination of the Agreement excepting on sufficiently reasonable ground which is acceptable to the Authority and in such matter decision of the Authority shall be final and binding.

## **2.26 Indemnity**

The Consultant shall, subject to the provisions of the Agreement, indemnify the Authority for any direct loss or damage that is caused due to any deficiency in services.

## **2.27 Award of Consultancy**

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Applicant to acknowledge the LOA, and the next eligible Applicant may be considered.

## **2.28 Execution of Agreement**

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period prescribed in Clause 1.8. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

## **2.29 Commencement of Assignment**

The Consultant shall commence the Services at the Project site within seven days of the date of effectiveness of the Agreement. If the Consultant fails to either sign the Agreement as specified in Clause 2.28 or commence the assignment as specified herein, the Authority may invite the second ranked Applicant for negotiations. In such an event, the Bid Security of the first ranked Applicant shall be forfeited and appropriated in accordance with the provisions of Clause 2.20.4.

## **2.30 Proprietary data**

All documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.

## **3.0 Criteria for Evaluation**

### **3.1 Evaluation of Technical Capability (Stage 1A)**

- 3.1.1 The purpose of qualification Stage 1A is to prepare a list of all eligible Applicants as per Eligibility Criteria set out in Clauses 2.2.1 and 2.2.2 of this RFP. The qualification shall be decided on the basis of evaluation of documentary evidence provided by the Applicants in support of their eligibility according to the Primary Eligibility Criteria as stated in this Document. Technical capability of all the Applicants pre-qualified after completion of the processes shall be evaluated according to the prescribed Evaluation Criteria. The purpose of evaluation of technical capability at Stage 1A is to shortlist a set of up a panel of Applicants. The shortlisted Applicants' in Stage 1A shall be eligible for participation in the next Stage 1B of Technical Evaluation. No Score will be assigned to a Bidder in this Stage -1A

### **Evaluation of Technical Proposal ( Stage 1B )**

- 3.1.2 In the this stage, the Technical Proposal will be evaluated on the basis of Applicant's experience as a Firm , its understanding of TOR, proposed methodology and Work Plan, proposed Concept Plan of the Building and its presentation on various aspects and the experience of Key Personnel. Only those Applicants whose Technical Proposals score 70 marks or more out of 100 shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score (ST).

Each Key Personnel must score a minimum of 70% marks except as provided herein. A Proposal shall be rejected if the Team Leader scores less than 70% marks or any two of the remaining Key Personnel score less than 70% marks. In case the Selected Applicant has one Key Personnel, other than the Team Leader, who scores less than 70% marks, he would have to be replaced

during negotiations, with a better candidate who, in the opinion of the Authority, would score 70% or above. However such replacement shall not entail re-evaluation of Technical Score and the bidder shall not be allowed to change its financial proposal due to such replacement.

### 3.1.3 This stage comprises of assigning marks for the following

Sl No	Evaluation Criteria	Total Marks
1.	<b>Firms General and Specific Experience</b>	<b>5 + 10 = 15</b>
3.	<b>Experience of Key Personnel</b> <ul style="list-style-type: none"> <li>a) Lead Architect cum Team Leader</li> <li>b) Structural Engineer</li> <li>c) Geotechnical Engineer</li> </ul> <p><b>Scoring will be made broadly as below</b>  : 30% of the maximum marks for each Key Personnel shall be awarded for the number of Eligible Assignments the respective Key Personnel has worked on. The remaining 70% shall be awarded for the comparative size and quality of Eligible Assignments, , number of such assignments in PPP mode , qualification , experience in similar capacity , experience in similar geographical location .professional accomplishments , relevant training etc</p>	20  15 10
4.	<b>Conceptual Plan of Office Building and Presentation on the architectural and Technical Aspect of the Office Building</b> <p><b>Scoring will be broadly made as below :</b></p> <ul style="list-style-type: none"> <li>i) Project appreciation and understanding of assignment, approach and methodology</li> <li>ii) Concept Plan of Office Building , Design content, creativity, value</li> <li>iii) Understanding of ecological, climatic, resource, and local material concepts</li> </ul>	40

	iv) Presentation and communication v) Capability and suitability for project delivery	
	<b>Total Technical Score</b>	<b>100</b>

WBHDCL will constitute a Committee to award marks, i.e., Technical Score 1 (TS1) out of maximum 100 marks to the pre-qualified Applicants on the basis of the documents and details submitted in support of the prescribed Evaluation Criteria. The marks allotted to various Applicants shall be the sole prerogative of the Committee. The decision of the Committee shall be final and binding on all. The intimation of the date for presentation to the Committee for Stage 1B shall be given on the website of the WBHDCL after the submission of all proposals by the Applicants, and Bidder will be asked to make the Presentation at WBHDCL office or any of its designated venue at a Notice of not less than 3 days. Request for change in venue or dates shall not be entertained and non-attendance in presentation shall entail a zero score to **“Conceptual Plan of Office Building and Presentation on the architectural and Technical Aspect of the Office Building”**.

The Technical score (TS) of all the Applicants shall be announced before opening of the financial bids.

### 3.1.4 Opening Financial Bids, Final Selection, and Award of Work

The Authority will determine whether the Financial Proposals are responsive as per terms of RFP, complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability

to fulfill its obligations as per the TOR within the total quoted price shall be that of the Consultant.

Financial proposals shall be opened in the presence of Applicants or their representatives who choose to attend. After opening of the financial proposals of the Applicants, the Lowest Financial proposal amongst all opened financial proposals shall be given a financial score of 100 marks. The financial score of other proposals will be determined using the following formula:

$FS = 100 \times FL / F$  Here FS is the financial score, FL the Lowest Financial proposal among all,

and F the Financial proposal of the particular Applicant.

For the purpose of calculation of composite score (S) for each proposal, the weightage shall be 70% for Technical Score (TS) and 30% for Financial Score (FS) of the respective Applicants. The Composite Score shall be calculated using the following formula:

### **3.1.5 Combined Score**

$$S = TS \times 0.7 + FS \times 0.3$$

Proposals will be ranked according to their composite scores and will be listed in the order of merit as H1, H2, and H3. The top scorer H1 may be eligible for award of work, the discretion of the WBHDCL. In case of a tie at the top position between two or more Applicants, preference shall be given to the Applicant who has a higher Technical Score (TS), and this Applicant will be required to match the lowest price bid amongst those in the tie. In case the Applicant selected in a tie, as referred above, refuses to accept the lowest price bid, the next Applicant (in the order of merit list for technical proposals) shall be invited for the acceptance of the lowest price bid; and so on, till the lowest price bid is matched and an Architect gets selected. The WBHDCL reserves the right to award whole of the work or part thereof to any other shortlisted Applicant(s) or its constituents, consultants or sub-consultants, or any individual or agency other than those shortlisted, as it may deem fit.

## **4. FRAUD AND CORRUPT PRACTICES**

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive

practice, undesirable practice or restrictive practice (collectively the **"Prohibited Practices"**) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.

- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or



technical consultant/ adviser of the Authority in relation to any matter concerning the Project;

- (b) "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- (d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## **5. PRE-Bid CONFERENCE**

5.1 Pre-Proposal Conference of the Applicants shall be convened at the designated date, time and place. All prequalified Consultants shall be allowed to participate in the Pre-Proposal Conference. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.

5.2 During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

## **6. MISCELLANEOUS**

6.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Kolkata shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

- 6.2 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 and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
  - (b) consult with any Applicant in order to receive clarification or further information;
  - (c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
  - (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 6.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, 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 hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

## SCHEDULES

SCHEDULE - 1

*(See Clause 1.1.2)*

**REQUEST FOR PROPOSAL**  
**FOR APPOINTMENT OF**  
**TECHNICAL CONSULTANT**  
  
**FOR**

**Feasibility Study and Preparation of Detailed Project Report for widening and strengthening of selected Road Sections of length between 10 Km to 40 Km approximately in different Districts of West Bengal starting with 24 Parganas (North & South ), Howrah , Hooghly , Bardhaman and Birbhum.**

## **TERMS OF REFERENCE OF CONSULTING SERVICES**

### **4. Scope of Consultancy Services:**

The WBHDCL was proposed to construct the Office Building at Kolkata in a plot about 825 sqmt with a built up area proposed 4000 Sq mt to accommodate all departments such as planning, engineering, environment, estates, administration etc and parking facility subject to compliance of all statutory rules and usage of maximum FAR.

The period of assignment will be 24 months from the date commencement of service after signing of Agreement. The period includes 4 months for designing and preparation of tender documents, 20 months for construction phase of the assignment. The broad scope of services under this contract shall be the preparation of conceptual plans for selection of options by the client, detailed architectural plans and elevations, all Structural Designs, Electrical, HVAC, indoor and outdoor lighting, plumbing, Sanitary, Fire detection and safety system, Communication system, LAN, Access control, Surveillance Security system, power backup and Green features, Landscape etc., includes providing detailed designs and specifications with Bill of Quantities, preparation of tender document, tender drawings for the works on item rate basis, for all works involved in the construction of the office building and supervision of work including Contract Administration of civil works contract (including all plumbing , electrical an allied works ) till commissioning of the building .

The client may engage separately green facilitator for obtaining certification from GRIHA / LEED India / US. The consultant have to provide necessary documents to the facilitator and also incorporate modifications if any suggested by the facilitator towards green concepts in the drawings / design for better green building certification.

The Consultant shall procure on behalf of the WBHDCL, all necessary approvals from local bodies / statutory authorities like fire dept, Kolkata Municipal Corporation , other statutory authorities etc etc.

Other important indicative scope shall include but not be limited to :

- i)Preparation of construction drawings.
- ii)Modification to the drawings during execution.
- iii) Preparation of project schedules, broadly monitoring of project, liaison with the WBHDCL engineers and the contractors for the execution of the designs as per the approved designs and drawings, etc.
- iv) Supervision of Contract within the framework of Contract management of the works contract for architectural , civil electrical , sanitary and plumbing , HVAC

and all other allied works on behalf of WBHDCL till commissioning of the Building and this shall include contract administration as Engineer –in-Charge to the project on behalf of WBHDCL who shall be the Employer .

v) Preparation and submission of completion drawings / diagrams / reports and obtaining completion / occupancy certificate from the local authorities.

#### **4.1 THE DETAILS OF SERVICES TO BE PROVIDED BY THE CONSULTANT SHALL INTERALIA, INCLUDE THE FOLLOWING:**

<b>4.1</b>	<b>ARCHITECTURAL SERVICES</b>
<b>a)</b>	<input type="checkbox"/> Site evaluation, analysis and impact of existing and / or proposed development on its immediate environs.
<b>b)</b>	Preparation of design , site development , Master plan Architectural plans, Elevations, Sections etc., with details of area analysis, 3D modeling, Building geometry etc.,
<b>c)</b>	Preparation of all drawings good for construction for structural designs, HVAC, electronic, elevators, internal and external works i.e., electrical, water supply, Sanitary works, drinking water, sewerage design, Telecommunications, Networking, Graphic signage's, firefighting arrangements, security systems & other mechanical systems, parking etc., and all related civil works including technical specifications of work.
<b>d)</b>	Preparation of preliminary drawings using Auto CAD for various floors, toilets, staircases, elevators, etc. explaining the general planning with schedule of internal and external materials and finishes and dimensions. Plumbing / Electrical layout indicating internal and external lines, transformer, fire safety detection & fire fighting system, UPS and location of channels for electric cables, telephone, LAN, AC ducts and other conduits for services, complete in accordance with the relevant NBC / local Bye laws including 2D drawings and 3D views, walkthrough presentation using 3Dmax at no extra cost and obtaining approval of HMDA.
<b>e)</b>	<input type="checkbox"/> Preparation of detailed architectural drawings sufficient to prepare tender documents consisting of floor plan to each level, reflected ceiling plans at each level including coordinated lighting and service features, external elevations, internal elevations, cross sections and longitudinal sections, terrace plans, electrical/lighting outfit/switching plan including MCCB, MCB, ELCB, capacitors and earthing, plumbing and schematics, interior fit outs including details.

<b>f)</b>	<input type="checkbox"/> Models: After finalization of the working drawings, the Consultant shall be required to prepare a scale model to a convenient scale, showing the complete details of the building, in addition, the Architectural Consultant is also required to prepare a model to a convenient scale showing the site along with its proposed landscape etc. locating the proposed building in it.
<b>g)</b>	<input type="checkbox"/> Models: After finalization of the working drawings, the Consultant shall be required to prepare a scale model to a convenient scale, showing the complete details of the building, in addition, the Architectural Consultant is also required to prepare a model to a convenient scale showing the site along with its proposed landscape etc. locating the proposed building in it.
<b>h)</b>	<input type="checkbox"/> Preparation and submission of detailed designs, drawings and documents for all internal utility services like plumbing, electrification, fire fighting, fire detection and lifts, telephones, PABX, LAN, Networking, public address system and other specialized services etc. as per the requirements of the Project, suitable for construction and release to site.
<b>i)</b>	<input type="checkbox"/> Preparation and submission of detailed designs, drawings and documents for all external utility services like water supply, sewerage, storm water drainage, fire hydrants schemes, treatment plants for sewage, rain water harvesting, water supply intakes arrangements, roads, street lighting, telephone system, electrical transformer and other related schemes, boundary walls and any other specialized services as per Project requirement suitable for construction and release to site including getting necessary approvals from HMDA
<b>j)</b>	<input type="checkbox"/> Preparation of landscape architecture, interior architecture, architectural conservation, graphic design and signage's etc.
<b>k)</b>	<input type="checkbox"/> Preparation of detailed specifications, bill of quantities, rate analysis.
<b>l)</b>	<input type="checkbox"/> Preparation of Tender drawings, Technical specifications, vendors / manufactures for materials and equipments and tender documents for Tenders. Assistance to WBHDCL in providing clarifications to bidders, Pre bid meeting and specifying the construction contract. <input type="checkbox"/> The approvals of the WBHDCL are required on all drawings, specifications, documents etc and Consultant shall be responsible for modifications, incorporation of suggestions etc.
<b>m)</b>	<input type="checkbox"/> Obtaining of approval from local bodies / statutory authorities like fire dept, Kolkata Municipal Corporation etc. <input type="checkbox"/> The consultant shall prepare the drawings, technical specifications & liaison with all departments for statutory approvals, clearances of various authorities in execution of the project and ensure compliance with codes, legislation as applicable. The WBHDCL shall pay all statutory fees required for obtaining the

	approvals from various local bodies / statutory bodies.
n)	<input type="checkbox"/> The client may engage separately green facilitator for obtaining certification from GRIHA / Lead India. The consultant have provide necessary documents to the facilitator and also incorporate modifications if any suggested by the facilitator towards green concepts in the drawings / design for better green building certification
o)	<input type="checkbox"/> Ensure engaging the required key professionals for the services such as architectural, structural, electrical and mechanical systems, HAVC, Networking and LAN, Sanitary and Public Health system for the project designing and execution. <input type="checkbox"/> He consultants shall also attend the reviews, meetings, conferences pertaining to the project and also liaison with the statutory authority for obtaining the occupancies certificate.
<b>4.2</b>	<b>Structural Engineering Services:</b>
a)	The Consultant should specify well in advance the details of surveys, soil investigations and tests required to be made available to the Architectural consultant by WBHDCL. The foundation system shall be finalized referring the Soil Investigation reports and in consultation with WBHDCL
b)	The building shall be designed to withstand static/dynamic loading (wind/seismic) and the design shall be strictly in accordance with the latest Indian Standard Code of Practices / National Building Code. The structural analysis and design shall be done by using latest version of software packages such as STAADPRO or equivalent. The provisions in various BIS Codes shall override the packages output
c)	The Consultant shall supply all design calculations/computer input and output giving specific reference to BIS/NBC, along with soft copies. The structural drawing showing the reinforcement details / bar bending schedule shall be prepared as per latest edition of SP: 34 (S&T). All overriding conditions prescribed by IS: 13920 or any other BIS code shall be taken into account while preparing the structural drawings
d)	For all structural designs and drawings the consultant at his own cost get the proof check done by IIT/BESU /JU before submitting for the approval of WBHDCL
<b>5.3</b>	<b>Services Designs: Preparation of the lighting scheme including HVAC, Sanitary and plumbing, drainage system, landscaping and signage's places and all other appurtenances.</b>
a)	The design for the following services shall be carried out as per the provisions of the design brief for respective services and shall be approved by
b)	<b>HVAC</b> - It shall be provided with latest features having energy efficiency standards.



c)	<b>FIRE DETECTION &amp; FIRE FIGHTING SYSTEM</b> - Highest fire safety norms in accordance with local fire bye-laws/ codes are to be followed and state of the art microprocessor based addressable fire alarm systems shall be provided.
d)	<b>ACCESS CONTROL SYSTEM/SECURITY SYSTEM</b> Access Control System/ Security system shall be designed to maximize the performance of fire/intrusion alarms and security systems.
e)	<b>ELEVATORS</b> - The elevators shall be as per international standard with latest features.
f)	<b>POWER MANAGEMENT SYSTEM</b> - Sensors based lighting shall be provided. <b>Dry type transformers and HV/MV panels.</b> . <b>DG SETS</b> . UPS - shall be provided for computers, communication etc. <b>SOLAR PANELS</b> - may be provided for meeting the backup requirements for UPS, communication facilities. .
g)	<b>INTERIOR DESIGN</b> - The interior of the building shall be designed to ensure pleasant environment that encourages excellence and working comfort.
h)	. <b>LANDSCAPING AND HORTICULTURE</b> - Appropriate hard and soft landscaping shall be designed to be in harmony with the surrounding Environment and neighbourhood. The objective is to provide a harmonious and friendly environment with green area and landscape features.
i)	. <b>OTHER SERVICES</b> - Any other services connected with the work shall be designed as per standard practice
<b>4.3</b>	<b>Engineering Documents / Detailed estimates</b>
a)	Preparation of Detailed estimate shall be as per SOR of West Bengal PWD and Detailed Standard Specifications .For items not covered in these , references may be drawn as appropriate from NBC/ CPWD Standard and specifications or any other standard specifications and rates as applicable with complete working details, schedules such as internal and external finishes, hardware sanitary fitting and tap ware, building specifications including specification for all trades and services, and bill of quantities including those of various services all based on schedule of rates conforming to specifications and procedures approved and prescribed by the WBHDCL to describe the whole project adequately. Supplying details of calculations of such Schedule of quantities to enable the HMDA to check them before preparation of draft tender documents. Where prescribed specifications and/or schedule of rates do not provide for certain items/services specification and rates based on proper market rate analysis supported by competitive quotations from reputed/specialized / authorized agencies shall be adopted for these items with the approval of the WBHDCL.
b)	On approval of the draft tender document, the Architectural consultant shall prepare sufficient number of tender documents for issue by the WBHDCL to eligible contractors for the work. Such Bidding/Tender Document shall include Detailed Specification of works. Architectural Consultant shall attend Pre Bid Conference with contractors for assisting the WBHDCL in clearing and clarifying the doubt and

	incorporation of suggestions approved by the WBHDCL for the Project
<b>4.4</b>	<b>Execution Stage</b>
<b>a)</b>	Prepare and issue of working drawings/ Good For Construction Drawings (Detail Drawings) with all details for proper execution of the work. This shall include preparation of fabrication / shop drawings for select items as well as scrutiny / approval of shop drawings submitted by contractors for various services.
<b>b)</b>	Revision of design /drawing details and specifications as required by construction process.
<b>c)</b>	Preparation of Project planning on MS Project/Primavera along with sequence of construction. The consultant shall prepare and plan all design details, deliverables and plan the construction programme to complete the project.
<b>d)</b>	The consultant shall attend all the review meetings conducted by WBDCL from time to time without any extra cost and shall also be available for any clarifications and bring out any issues related to construction which may lead to difficulties, litigation, delays etc
<b>e)</b>	Preparation of the As-Built drawings within a month of the occupation for release of final bills to the Contractor.
<b>4.5</b>	<b>ROLE OF CONSULTANT AND DEPLOYMENT OF KEY TECHNICAL PERSONNELS DURING ENTIRE EXECUTION:</b>
<b>a)</b>	The Architectural & design consultant shall assist in pre-commencement/ Construction / post completion activities with respect to the project, for ensuring that the work is carried out as per approved drawings, designs and specifications through a team of qualified and experienced technical personnel's to be provided at site of work, including Architects, Engineers etc., and to bring out deviations, if any, to the notice of the WBHDCL for its rectifications.
<b>b)</b>	The Consultant shall act as Engineer –in-Charge for the Project at implementation Stage and shall deploy suitably qualified designated authorized Technical personnel for site supervision, time and quality control , measurement of works etc .
<b>c)</b>	In the event of differences relating to the interpretations of drawings /designs/specifications/ any other part of the Consultancy between the consultant and the contractors, the interpretation and the decision of the Engineer -in-charge shall be final and binding. Assisting in arbitration and litigation cases that may arise out of the contracts entered into in respect of any of the works
<b>d)</b>	The Consultant shall exercise cost control & economy measures to ensure that the approved Estimates are not exceeded
<b>e)</b>	The Architectural & design consultant shall obtain the approval of the WBHDCL for any of the material deviation in the design or specification that may be required and felt necessary during execution due to technical or administrative reasons. The Consultant should carry out analysis for any deviations provide detailed specifications and rate as supplemental items, additional items and remains for deletions if any arises during the construction stage.
<b>4.6</b>	<b>POST COMPLETION:</b>
<b>a)</b>	The consultant shall submit required number of sets of completion drawings and other

	details to local authorities and obtain completion certificates. The Architectural & design consultant shall be responsible for obtaining final completion certificates from different authorities in respect of various building and services and securing permission of Municipality and such other authorities for occupation of the building and assist WBDCL in obtaining refund of deposit if any, made by the WBHDCL to the corporation or any such other authority. The Architectural & design consultant shall prepare and submit maintenance and housekeeping schedule, for the building by the WBHDCL.
<b>b)</b>	The Architectural & design consultant shall be responsible for preparing and submitting <b>“AS BUILT DRAWINGS”</b> for the building and all services for reference and records to WBHDCL both in hard cloth mounted drawings and digital mode. The Consultant shall submit record of all warranties and guaranties of electro mechanical systems and contact numbers and details for service.

### **OUTPUT OF THE CONSULTANCY:**

SI No	DESCRIPTION	NO of Copies	Scale
1.	Initial Concept Plan , master plan, specifications including rough estimates	5	1:100
2	Initial design of all services with rough estimates	5	
3	Final Master plan, Preliminary Drawings and preliminary estimate incorporating final version of (1) and (2) above	5	1:50
4	Drawings for submission to local / statutory authorities		
5	Working drawings Plans, sections, elevations for building	6	
6	Working drawings for Electrical Installation, Electrical Layout (both internal & external) details, Pump sets, Diesel engine alternators, Dry type transformers and HV/ MV panels, Fire fighting systems, sprinkler system, wet riser system, ventilation system for basements, vertical elevators,	6	

	Intelligent building Management System, Fire detection system , Fire fighting system, Access control, UPS, telecommunication system etc		
7	Structural Drawing with Design Calculation after vetting	6	1:20
8	Detailed Estimate	6 Copies	
9	Draft Bidding Document for all works Including Civil , S&P, ,Electrical , HVAC , Bought out supply elements etc	3 Copies	
10	Bidding Document for all works Including Civil , S&P, ,Electrical , HVAC , Bought out supply elements etc	3 Copies plus as per actual printing cost as required	
11	Detailed Working Drawing for execution including Revised DRAWINGS AS REQUIRED	6 Copies	1:20/1:10/As appropriate
12	Layout Plan including details of partitions , flooring, ceiling , finishing , layout for electrical/telephone ,LAN Cables , staircase , railings landscaping , horticulture, furniture etc along with integration of the Building		
13	Completion Drawings for submission and approval of Local Authorities	As Required	As Required
14	Architectural-3Dvirtual model , Estimate and Schedule, views and walk through presentation	3 DVD	
15	Soft copy record of all Drawings including design files and CAD files , Reports etc	3DVDs	

### **Design Brief:**

- i) The Consultant shall design the building to full FAR permissible. However, keeping into the account the budget of the client may limit the design for the immediate requirement.
- ii) However, all the structural design i.e. foundations, columns, to the maximum building permissible so that future vertical expansion of the building is possible. Similarly the parking provision for the full built up area should be accounted and the additional area of the parking area required for the future expansion should be appropriately provided

with soft landscaping so as to make use of it for with parking in future without much changes.

- iii) The proposed life span for the building shall not be less than 100 years. Therefore, while finalizing the structural design and specifications of the building the same shall be taken into account and also the maintenance, durability aspects, etc.
- iv) The consultant shall be required to inspect the site, collect the necessary information required for conceptual designs, the sitting option taking into consideration the local conditions etc.
- v) The Layout and design of the building should essentially complement the character and ambience of modern corporate office but at the same time it should stand out as a distinguished land mark building which befits the image of WBHDCL.
- vi) The building should fulfil all the functional requirements as per Table here-below .
- vii) The building plan should exploit the full permissible FAR including possible utilization of the land in future.
- viii) The plan should provide adequate parking of vehicles and also as per the prevailing building bylaws.
- ix) The area requirements of parking, services such as Fire fighting, Lift machine rooms, HAVC, power and other services etc shall be provided as per the provisions of NBC/local bye laws. The design of the building shall confirm to the local bye laws, NBC and prevailing Indian Standard of code of practice for various disciplines.
- x) The building shall be designed for comfortable environment, aesthetic and psychological appeal. The building shall reflect contemporary attitude towards environmental control and aesthetic excellence.
- xi) Special attention shall be given to energy saving devices / designs with maximum natural lighting and ventilation, renewable energy sources and eco-friendly features and cutting edge technology with green feature.
- xii) Due emphasis in design of Civil, Mechanical, HAVC and Electrical services shall be laid on the following aspects:
  - a) Conservation of natural resources.. b) Environment protection. c) Energy conservation. d) Occupant comfort. And e) Co ordination of services
- xii) Cautious effort shall be made to ensure positive contribution to the environment and not exceed local pollution control norms. Use of HFC refrigerant, recycling of waste, use of energy efficient motors, employing variable frequency drives, optimum lighting levels in occupied areas, etc are some of the measures which are to be considered from the concept design stage itself.
- xiii) Highest fire safety norms in accordance with local fire bye-laws/codes are to be followed with state of the art fire alarm systems, LAN, UPS, Backup generators, etc shall be provided proper electrical wiring , phasing, circuits with MCCB, MCB, ELCB, capacitors, proper earthing of electrical wiring, etc ensured to prevent short circuit & electrical wiring appliances related fire accidents .
- xiv) All facilities for PBX, PAX, and Direct line telephone systems will have to be provided on this project.

- xv) Appropriate hard and soft landscaping shall be designed to be in harmony with the surrounding Environment and neighbourhood. The objective is to provide a harmonious and friendly environment with green area and landscape features.
- xvi) The building shall be designed with provisions for easy maintenance, additions and alterations.
- xvii) The broad accommodation requirement for officers / departments / units , etc are as follows.
- xviii) The Consultant is however expected to inspect the WBHDCL office and get a broad idea of functional space requirement of various departments.

### **Functional Requirement of WBHDCL Office**

S.No.	Description	Nos.	Each/Sft
1	Chairman with office of the Chairman	1	To be suggested by the Consultant
2	Managing Director with Office of the MD	1	
3	Directors	4	
4	CGMs	2	
5	GM,s	4	
6	Project Director /Dy Project Director	4	
7	Project Managers	8	
8	Company Secretary	1	
9	GM/DGM – Admin	2	
	GM/DGM (Fin)	2	
10	, Office Executive	10	
11	Conference Hall / Board Room	1	
12	Mini Conference Hall's (For HOD's & Unit Off.)	One in each two floor	
13	Library	1	

14	Inward/Reception / Enquiry / Front Desk	1	
15	IT Section	1	
16	PRO Section + Store	1	
17	Record Section (Plg / ORR / Development / Accounts / Estates / Help Desk)	3	
18	Total Staff	20	50
19	Drawing Halls (Planning-2 & Development-1)	3	
20	Emp.Rec.Centr / Indoor sports / Gym	LS	
21	Toilet Blocks	4	
22	Lifts	2	
23	Canteen	1	
24	Circulation Area	As required	

## 7. SCHEDULE OF PAYMENT.

Milestone Payment	Brief Description	Fee in percentage of Quoted Lump-sum .
KD1	Approval of Concept Design as per requirement of the TOR	15%
KD-2	On approval of Final Design (Architectural, structural and foundation) and receipt of approval from Municipal Corporation and other statutory authorities.	15%
KD-3	Preparation Detailed Cost Estimate , Rate analysis and approval of Bid Document with all Drawings (Details-	20%

	<b>Good for Construction )</b>	
<b>KD-4</b>	<b>On completion of foundation of Building-supervision at implementation stage</b>	<b>15%</b>
<b>KD-5</b>	<b>On completion of casting of roof of the top-most storey of the Building – Supervision at Implementation Stage</b>	<b>15%</b>
<b>KD-6</b>	<b>Completion of Electrical , HVAC , all other allied works including finishing work</b>	<b>5%</b>
<b>KD-7</b>	<b>Approval of Completion Document including certification of Final Bills , auditing , completion Certificate from Municipalities and final commissioning of building .</b>	<b>15%</b>

:

**Note: Retention Amount: 10% of the gross Bill Amount shall be retained from each Milestone payment.**



**West Bengal Highway Development Corporation Limited  
(West Bengal Government Undertaking )**

**4<sup>th</sup> & 5<sup>th</sup> Floor, HRBC Bhaban , Munsii Premchand Sarani, Kolkata – 700021**

**AGREEMENT**

SCHEDULE – 2  
(See Clause 2.1.3)

**AGREEMENT**

**CONTENTS**

**1. General**

- 1.1 Definitions and Interpretation
- 1.2 Relation between the Parties
- 1.3 Rights and Obligations
- 1.4 Governing law and jurisdiction
- 1.5 Language
- 1.6 Table of contents and headings
- 1.7 Notices
- 1.8 Location
- 1.9 Authority of Member-in-Charge
- 1.10 Authorised representatives
- 1.11 Taxes and duties

**2. Commencement, Completion and Termination of Agreement**

- 2.1 Effectiveness of Agreement
- 2.2 Commencement of Services
- 2.3 Termination of Agreement for failure to commence Services
- 2.4 Expiration of Agreement
- 2.5 Entire Agreement
- 2.6 Modification of Agreement
- 2.7 Force Majeure
- 2.8 Suspension of Agreement
- 2.9 Termination of Agreement

**3. Obligations of the Consultant**

- 3.1 General
- 3.2 Conflict of Interest
- 3.3 Confidentiality
- 3.4 Liability of the Consultant
- 3.5 Insurance to be taken out by the Consultant
- 3.6 Accounting, inspection and auditing
- 3.7 Consultant's actions requiring the Authority's prior approval
- 3.8 Reporting obligations

- 3.9 Documents prepared by the Consultant to be the property of the Authority
- 3.10 Equipment and materials furnished by the Authority
- 3.11 Providing access to the Project Office and Personnel
- 3.12 Accuracy of Documents

#### **4. Consultant's Personnel and Sub-Consultant**

- 4.1 General
- 4.2 Deployment of Personnel
- 4.3 Approval of Personnel
- 4.4 Substitution of Key Personnel
- 4.5 Working hours, overtime, leave etc.
- 4.6 Resident Team Leader and Project Manager
- 4.7 Sub-Consultants

#### **5. Obligations of the Authority**

- 5.1 Assistance in clearances etc.
- 5.2 Access to land and property
- 5.3 Changes in Applicable Law
- 5.4 Payment

#### **6. Payment to the Consultant**

- 6.1 Cost estimates and Agreement Value
- 6.2 Currency of payment
- 6.3 Mode of billing and payment

#### **7. Liquidated damages and penalty**

- 7.1 Performance Security
- 7.2 Liquidated Damages
- 7.3 Penalty for deficiency in services

#### **8. Fairness and Good Faith**

- 8.1 Good Faith
- 8.2 Operation of the Agreement

#### **9. Settlement of Disputes**

- 9.1 Amicable settlement
- 9.2 Dispute resolution
- 9.3 Conciliation
- 9.4 Arbitration

### **ANNEXES**

Annex 1: Terms of Reference

Annex-2: Cost of Services

Annex-3: Payment Schedule

## AGREEMENT

### Preparation of [\*\*\*\*\*] highway]

AGREEMENT No. \_\_\_\_\_

This AGREEMENT (hereinafter called the "**Agreement**") is made on the \_\_\_\_\_ day of the month of \_\_\_\_\_ 2\*\*\*, between, on the one hand, the [President of India acting through \*\*\*\*\*] (hereinafter called the "**the Authority**" which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, \_\_\_\_\_ (hereinafter called the "**Consultant**" which expression shall include their respective successors and permitted assigns).

#### WHEREAS

- (A) The Authority vide its Request for Proposal for [\*\*\*\*\*](hereinafter called the "**Consultancy**") for [\*\*\*\*\* highway] (hereinafter called the "**Project**");
- (B) the Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and
- (C) the Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated \_\_\_\_\_ (the "**LOA**"); and
- (D) in pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

## 1. GENERAL

### 1.1 Definitions and Interpretation

1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- (a) "Applicable Laws" means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (b) "Agreement" means this Agreement, together with all the Annexes;
- (c) "Agreement Value" shall have the meaning set forth in Clause 6.1.2;
- (d) "Confidential Information" shall have the meaning set forth in Clause 3.3;
- (e) "Conflict of Interest" shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
- (f) "Dispute" shall have the meaning set forth in Clause 9.2.1;
- (g) "Effective Date" means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- (h) "Expatriate Personnel" means such persons who at the time of being so hired had their domicile outside India;
- (i) "Government" means the [Government of West Bengal ];
- (j) " INR, Re. or Rs." means Indian Rupees;
- (k) "Member", in case the Consultant consists of a joint venture or consortium of more than one entity, means any of these entities, and "Members" means all of these entities;- **DELETE**

- (l) "Personnel" means persons hired by the Consultant or by any Sub-Consultant as employees and assigned to the performance of the Services or any part thereof;
- (m) "Party" means the Authority or the Consultant, as the case may be, and Parties means both of them;
- (n) "Resident Personnel" means such persons who at the time of being so hired had their domicile inside India;
- (o) "Services" means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- (p) "RFP" means the Request for Proposal document in response to which the Consultant's proposal for providing Services was accepted;
- (q) "Sub-Consultant" means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clause 4.7; and
- (r) "Third Party" means any person or entity other than the Government, the Authority, the Consultant or a Sub-Consultant.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

1.1.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over other would be as laid down below beginning from the highest priority to the lowest priority:

- (a) Agreement;
- (b) Annexes of Agreement;
- (c) RFP including any addenda, corrigenda, clarification issued by the authority; and

- (d) Letter of Award
- (e) Minutes of Meeting of Negotiation with Selected Applicant in terms of RFP and issued by the Authority prior to issuance of LOA.

## **1.2 Relation between the Parties**

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

## **1.3 Rights and obligations**

The mutual rights and obligations of the Authority and the Consultant shall be as set forth in the Agreement; in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Agreement; and
- (b) the Authority shall make payments to the Consultant in accordance with the provisions of the Agreement.

## **1.4 Governing law and jurisdiction**

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Kolkata shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

## **1.5 Language**

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

## **1.6 Table of contents and headings**

The table of contents, headings or sub-headings in this Agreement is for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.



## 1.7 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- (a) in the case of the Consultant, be given by facsimile and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.10 or to such other person as the Consultant may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside \*\*\*\*\* may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile to the number as the Consultant may from time to time designate by notice to the Authority;
- (b) in the case of the Authority, be given by facsimile and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.10 or to such other person as the Authority may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in [KOLKATA] it may send such notice by facsimile and by registered acknowledgement due, air mail or by courier; and
- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered.

## 1.8 Location

The Services shall be performed at the site of the Project in accordance with the provisions of RFP, at Kolkata and at such locations as are incidental thereto, including the offices of the Consultant.

## 1.9 Authority of Member-in-charge

DELETED

## 1.10 Authorised representatives

1.10.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.

1.10.2 The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

**Managing Director**  
**West Bengal Highway Development Corporation Limited**  
**4th & 5th Floor, HRBC Bhawan, Munsii Premchand Sarani,**  
**Kolkata – 700021**

1.10.3 The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be:

-----  
-----

Tel: -----

Fax: -----

## **1.11 Taxes and duties**

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions, as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it including Labour Cess. However, only for Service Tax, Consultant shall pay Service Tax at applicable Rates as per IT Act and relevant Notification and same shall be reimbursed by the Authority on submission of documentary evidence of such deposit of Service Tax.

## **2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT**

## **2.1 Effectiveness of Agreement**

This Agreement shall come into force and effect on the date of this Agreement (the “**Effective Date**”).

## **2.2 Commencement of Services**

The Consultant shall commence the Services within a period of 3 (Three) days from the Effective Date, unless otherwise agreed by the Parties.

## **2.3 Termination of Agreement for failure to commence Services**

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 2 (two) weeks’ notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, the Bid Security of the Consultant shall stand forfeited.

## **2.4 Expiration of Agreement**

Unless terminated earlier pursuant to Clause 2.9 hereof, this Agreement shall expire when the Services have been completed and a period of 90 (ninety) days has elapsed after all payments due under this Agreement, have been made.

## **2.5 Entire Agreement**

2.5.1 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed as part of this Agreement.

2.5.2 Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

## **2.6 Modification of Agreement**

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause 4.2.3 and 6.1.3 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

## **2.7 Force Majeure**

### **2.7.1 Definition**

- (a) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, 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 (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### **2.7.2 No breach of Agreement**

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

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

### **2.7.4 Extension of time**

Any period within which a Party shall, pursuant to this Agreement, 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 or for such other reasons as mutually agreed in writing by both the parties as unavoidable circumstances.

### **2.7.5 Payments**

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

### **2.7.6 Consultation**

Not later than thirty (30) days after the Consultant has, as the result of an event of Force Majeure, 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.

## **2.8 Suspension of Agreement**

The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

## **2.9 Termination of Agreement**

### **2.9.1 By the Authority**

The Authority may, by not less than thirty (30) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- (a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- (b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- (d) the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;
- (e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;

- (f) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (g) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

#### **2.9.2 By the Consultant**

The Consultant may, by not less than thirty (30) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- (a) the Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue;
- (b) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within sixty (60) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant's notice specifying such breach;
- (c) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than ninety (90) days; or
- (d) the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

#### **2.9.3 Cessation of rights and obligations**

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 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 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of its accounts and records set forth in Clause 3.6 (ii) hereof, and any right or remedy which a Party may have under this Agreement or the Applicable Law.

#### **2.9.4 Cessation of Services**

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultant 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 expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Authority, the Consultant shall proceed as provided respectively by Clauses 3.9 or 3.10 hereof.

#### **2.9.5 Payment upon Termination**

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Authority):

- (i) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;
- (ii) reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the date of termination; and
- (iii) except in the case of termination pursuant to sub-clauses (a) through (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Consultant's personnel.

#### **2.9.6 Disputes about Events of Termination**

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **3. OBLIGATIONS OF THE CONSULTANT**

#### **3.1 General**



### **3.1.1 Standards of Performance**

The Consultant shall perform the Services and carry out its 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 Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Sub- Consultants or Third Parties.

### **3.1.2 Terms of Reference**

The scope of Services to be performed by the Consultant are specified in the Terms of Reference (the “**TOR**”) at Annex-1 of this Agreement. The Consultant shall provide the deliverables specified therein in conformity with the time schedule stated therein.

### **3.1.3 Applicable Laws**

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

## **3.2 Conflict of Interest**

3.2.1 The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

3.2.2 Consultant and Affiliates not to be otherwise interested in the Project The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest. For the avoidance of

doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

### 3.2.3 Prohibition of conflicting activities

Neither the Consultant nor its Sub-Consultant nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- (b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

### 3.2.4 Consultant not to benefit from commissions, discounts, etc.

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

### 3.2.5 The Consultant and its Personnel shall observe the highest standards of ethics and have not engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the **"Prohibited Practices"**). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this

Agreement. In such an event, the Authority shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.

3.2.6 Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) **“corrupt practice”** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;

- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

### 3.3 Confidentiality

The Consultant, its Sub-Consultants and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant, its Sub-Consultants and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority’s employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement (**“Confidential Information”**), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Consultant, its Sub-Consultants and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the Consultant, its Sub-Consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-Consultants and the Personnel of either of them;
- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by Law or judicial or administrative or arbitral process or by any Governmental Instrumentalities, provided that for any such disclosure, the Consultant, its Sub-Consultants and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment;
- (iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Sub-Consultants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-Consultants or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

### **3.4 Liability of the Consultant**

3.4.1 The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.

3.4.2 Consultant's liability towards the Authority

The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.

3.4.3 The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority:

(i) for any indirect or consequential loss or damage; and

(ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher.

This limitation of liability shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services.

### **3.5 Insurance to be taken out by the Consultant**

3.5.1 (a) The Consultant shall take out and maintain, and shall cause any Sub-Consultant to take out and maintain, at its (or the Sub-Consultant's, as the case may be) own cost but on terms and conditions approved by the Authority, insurance against the risks, and for the coverages, as shall be specified in the Agreement and in accordance with good industry practice.

(b) Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the Authority, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premia have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement.

- (c) If the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Authority shall, apart from having other recourse available under this Agreement, have the option, without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by the Authority.
- (d) Except in case of Third Party liabilities, the insurance policies so procured shall mention the Authority as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company to this effect; provided that in the event the Consultant has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the Authority as the sole beneficiary of the Consultant or require an undertaking to that effect.

3.5.2 The Parties agree that the risks and coverages shall include but not be limited to the following:

- (a) Third Party liability insurance as required under Applicable Laws.
- (b) Third Party liability insurance with a minimum coverage of [**Rs.20 (Twenty)Lakhs**] for the period of this Agreement.
- (c) The Professional Liability Insurance from an Insurance Company in India (under jurisdiction of IRDA ) making the WBHDCL as a beneficiary with indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the amount stated in Clause 6.1.2 of the Agreement. Such Professional Liability Insurance shall come in force within 21 days of date of signing of Agreement and shall remain valid for 18 months from such date .
- (d) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health,

1 This amount may be fixed at Rupees 50 (Fifty Lakhs ). Accident, travel or other insurance as may be appropriate; and all insurances and policies should start no later than the date of commencement of Services and remain effective as per relevant requirements of the Agreement.

### **3.6 Accounting, inspection and auditing**

The Consultant shall:

- (a) keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Consultant's costs and charges); and
- (b) permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.

### **3.7 Consultant's actions requiring the Authority's prior approval**

The Consultant shall obtain the Authority's prior approval in writing before taking any of the following actions:

- (a) appointing such members of the Professional Personnel as are not listed in Annex-2. Consultant shall submit CV of all such personnel and take prior approval through written intimation from the authority. However if such approval or dis-approval , in writing ,is not received from authority within 3 (three) days of receipt of intimation by the Authority from the Consultant , deployment of such proposed personnel shall be deemed to be approved by the Authority .However this shall not bar the authority to seek withdrawal of such Consultants personnel for non-performance, at future date .
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Consultant and the terms and conditions of the subcontract shall have been approved in writing by the Authority prior to the execution of the subcontract, and (ii) that the Consultant shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Agreement; or



- (c) Engagement of faculty of IIT ,BESU IISC or CRRI in advisory capacity for vetting of activities and output of Consultant as set out in TOR ; or
- (d) any other action that may be specified in this Agreement.

### **3.8 Reporting obligations**

The Consultant shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

### **3.9 Documents prepared by the Consultant to be property of the Authority**

- 3.9.1 All plans, drawings, specifications, designs, reports and other documents prepared by the Consultant in performing the Services shall become and remain the property of the Authority, and the Consultant shall, not later than termination or expiration of this Agreement, deliver all such documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such documents. Restrictions about the future use of these documents shall be as specified in the Agreement.
- 3.9.2 The Consultant shall not use these documents for purposes unrelated to this Agreement without the prior written approval of the Authority.

### **3.10 Equipment and materials furnished by the Authority**

Equipment and materials made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to the Authority, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of the Authority. While in possession of such equipment and materials, the Consultant shall, unless otherwise instructed by the Authority in writing, insure them in an amount equal to their full replacement value.

### **3.11 Providing access to Project Office and Personnel**

The Consultant shall ensure that the Authority, and officials of the Authority having authority from the Authority, are provided unrestricted access to the Project Office and to all Personnel during office hours. The Authority's any

such official shall have the right to inspect the services in progress, interact with Personnel of the Consultant and verify the records for his satisfaction.

### **3.12. Accuracy of Documents**

The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations.

## **4 CONSULTANT'S PERSONNEL AND SUB-CONSULTANTS**

### **4.1 General**

The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

### **4.2 Deployment of Personnel**

- 4.2.1 The designations, names and the estimated periods of engagement in carrying out the Services by each of the Consultant's Personnel are described in Annex-2 of this Agreement. The estimate of Personnel costs and man-day rates are specified in Annex-3 of this Agreement.
- 4.2.2 Adjustments with respect to the estimated periods of engagement of Personnel set forth in the aforementioned Annex-3 may be made by the Consultant by written notice to the Authority, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 20% (twenty percent) or one week, whichever is greater, and (ii) that the aggregate of such adjustments shall not cause payments under the Agreement to exceed the Agreement Value set forth in Clause 6.1.2 of this Agreement. Any other adjustments shall only be made with the written approval of the Authority.
- 4.2.3 If additional work is required beyond the scope of the Services specified in the Terms of Reference, the estimated periods of engagement of Personnel, set forth in the Annexes of the Agreement may be increased by agreement in writing between the Authority and the Consultant, provided that any such

increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the Agreement Value set forth in Clause 6.1.2.

#### **4.3 Approval of Personnel**

- 4.3.1 The Professional Personnel listed in Annex-2 of the Agreement are hereby approved by the Authority. No other Professional Personnel shall be engaged without prior approval of the Authority.
- 4.3.2 If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to the Authority its proposal along with a CV of such person in the form provided at Appendix-I (Form-12) of the RFP. the Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the Authority's consideration. In the event the Authority does not reject a proposal within fourteen (14) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by the Authority.

#### **4.4 Substitution of Key Personnel**

The Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Authority will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to not more than two Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Substitution of one Key Personnel shall be permitted subject to reduction of remuneration equal to 20% (twenty percent) of the total remuneration specified for the Key Personnel who is proposed to be substituted. In case of a second substitution of the same key personnel substituted earlier, such reduction would be equal to 50% (fifty per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted.

#### **4.5 Working hours, overtime, leave, etc.**

The Personnel shall not be entitled to be paid separately by the Authority for overtime nor to take paid sick leave or vacation leave except as specified in the Agreement, and the Consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is excluded from the man-days of service set forth in Annex-2. Any taking of leave by any Personnel for a period exceeding 7 days shall be subject to the prior approval

of the Authority, and the Consultant shall ensure that any absence on leave will not delay the progress and quality of the Services.

#### **4.6 Team Leader**

The person designated as the **Team Leader** of the Consultant's Personnel shall be responsible for the coordinated, timely and efficient functioning of the Personnel.

#### **4.7 Sub-Consultants**

Sub-Consultants listed in Annex-4 of this Agreement are hereby approved by the Authority. The Consultant may, with prior written approval of the Authority, engage additional Sub-Consultants or substitute an existing Sub-Consultant. The hiring of Personnel by the Sub-Consultants shall be subject to the same conditions as applicable to Personnel of the Consultant under this Clause 4.

### **5. OBLIGATIONS OF THE AUTHORITY**

#### **5.1 Assistance in clearances etc.**

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Government shall:

- (a) provide the Consultant, its Sub-Consultants and Personnel with work permits and such other documents as may be necessary to enable the Consultant, its Sub-Consultants or Personnel to perform the Services;
- (b) facilitate prompt clearance through customs of any property required for the Services; and
- (b) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

#### **5.2 Access to land and property**

The Authority warrants that the Consultant shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Consultant as and when so required, the Parties

shall agree on (i) the time extension, as may be appropriate, for the performance of Services, and (ii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause 6.1.3.

### 5.3 Changes in Applicable Law

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, by an amount exceeding 2% (two per cent) of the Agreement Value specified in Clause 6.1.2, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value.

### 5.4 Payment

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

## 6. PAYMENT TO THE CONSULTANT

### 6.1 Cost estimates and Agreement Value

- 6.1.1 An abstract of the cost of the Services payable to the Consultant is set forth in Annex-5 of the Agreement.
- 6.1.2 Except as may be otherwise agreed under Clause 2.6 and subject to Clause 2.6 and subject to **Clause 6.1.3**, the payments under this Agreement shall not exceed the agreement value specified herein (the **"Agreement Value"**). The Parties agree that the Agreement Value is (Rs.....),
- 6.1.3 Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of Clauses 2.6 and 2.7, the Parties agree that additional payments shall be made to the Consultant in order to cover any additional expenditures not envisaged in the cost estimates referred to in Clause 6.1.1 above, the Agreement Value set forth in Clause 6.1.2 above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

### 6.2 Currency of payment

All payments shall be made in Indian Rupees. The Consultant shall be free to convert Rupees into any foreign currency as per Applicable Laws.

### **6.3 Mode of billing and payment**

Billing and payments in respect of the Services shall be made as follows:-

- (a) No Mobilization Advance shall be paid .
- (b) The Consultant shall be paid for its services as per the Payment Schedule at Annex-6 of this Agreement, subject to the Consultant fulfilling the following conditions:
  - (i) No payment shall be due for the next stage till the Consultant completes to the satisfaction of the Authority the work pertaining to the preceding stage.
  - (ii) The Authority shall pay to the Consultant, only the undisputed amount.
- (c) The Authority shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt by the Authority of duly completed bills with necessary particulars (the "Due Date"). Interest at the rate of 10% (ten per cent) per annum shall become payable as from the Due Date on any amount due by, but not paid on or before, such Due Date.
- (d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Authority. The Services shall be deemed completed and finally accepted by the Authority and the final report and final statement shall be deemed approved by the Authority as satisfactory upon expiry of 90 (ninety) days after receipt of the final report and final statement by the Authority unless the Authority, within such 90 (ninety) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services, the final report or final statement, as the case may be. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated.

- (e) Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the Authority within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final report and a final statement in accordance with Clause 6.3 (d). Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 10% (ten percent) per annum.
- (f) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Authority by the Consultant.

## **7. LIQUIDATED DAMAGES AND PENALTIES**

### **7.1 Performance Security**

- 7.1.1 The Consultant shall submit performance security (the "**Performance Security**") for **10% (Ten percent)** of the Agreement value as stated in Clause 6.1.2 within 14 days of issuance of Letter of Acceptance and prior to signing of Agreement , which may be appropriated by the Authority against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2 herein. The balance remaining out of the Performance Security shall be returned to the Consultant at the end of three months after the expiration of this Agreement pursuant to Clause 2.4 hereof. The Authority shall retain **10% (Ten Percent )** of every bill amount to be paid against Key Deliverables , which shall be retained as Performance Security .

7.1.2 Deleted

### **7.2 Liquidated Damages**

- 7.2.1 Liquidated Damages for error/variation .In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the

Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of liquidated damages, subject to a maximum of 10% (ten percent) of the Agreement Value.

#### **7.2.2 Liquidated Damages for delay**

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two percent) of the Agreement Value per day, subject to a maximum of 10% (ten percent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

#### **7.2.3 Encashment and appropriation of Performance Security**

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages or over-payment made to the Consultant or as specified in this Clause 7.2.

### **7.3 Penalty for deficiency in Services**

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

## **8. FAIRNESS AND GOOD FAITH**

### **8.1 Good Faith**



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

## **8.2 Operation of the Agreement**

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

## **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 Agreement or the interpretation thereof.

### **9.2 Dispute resolution**

9.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "**Dispute**") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.

9.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

### **9.3 Conciliation**

In the event of any Dispute between the Parties, either Party may call upon [Secretary, \*\*\*\*\* Department] and the Chairman of the Board of Directors of the Consultant for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to

discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.4.

## 9.4 Arbitration

- 9.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by a Board of Arbitrators appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "**Rules**"), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be KOLKATA and the language of arbitration proceedings shall be English.
- 9.4.2 There shall be a Board of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.
- 9.4.3 The arbitrators shall make a reasoned award (the "**Award**"). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Government agree and undertake to carry out such Award without delay.
- 9.4.4 The Consultant and the Government agree that an Award may be enforced against the Consultant and/or the Government, as the case may be, and their respective assets wherever situated.
- 9.4.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

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

SIGNED, SEALED AND DELIVERED  
For and on behalf of

SIGNED, SEALED AND DELIVERED  
For and on behalf of

Consultant:

Government of \*\*\*\*\*

(Signature)  
(Name)  
(Designation)  
(Address)  
(Fax No.)

(Signature)  
(Name)  
(Designation)  
(Address)  
(Fax No.)

In the presence of:

1.

2.

Annex -1

**Terms of Reference**

*(Refer Clause 3.1.2)*

(Reproduce Schedule-1 of RFP)

Annex-2

**Cost of Services**

*(Refer Clause 6.1)*

(Reproduce as per Form-2 of Appendix-II)

Annex-3  
**Payment Schedule**  
*(Refer Clause 6.3)*

**SCHEDULE OF PAYMENT.**

<b>Milestone Payment</b>	<b>Brief Description</b>	<b>Fee in percentage of Quoted Lump-sum .</b>
<b>KD1</b>	<b>Approval of Concept Design as per requirement of the TOR</b>	<b>15%</b>
<b>KD-2</b>	<b>On approval of Final Design (Architectural, structural and foundation) and receipt of approval from Municipal Corporation and other statutory authorities .</b>	<b>15%</b>
<b>KD-3</b>	<b>Preparation Detailed Cost Estimate , Rate analysis and approval of Bid Document with all Drawings (Details-Good for Construction )</b>	<b>20%</b>
<b>KD-4</b>	<b>On completion of foundation of Building-supervision at implementation stage</b>	<b>15%</b>
<b>KD-5</b>	<b>On completion of casting of roof of the top-most storey of the Building – Supervision at Implementation Stage</b>	<b>15%</b>
<b>KD-6</b>	<b>Completion of Electrical , HVAC , all other allied works including finishing work</b>	<b>5%</b>
<b>KD-7</b>	<b>Approval of Completion Document including certification of Final Bills , auditing , completion Certificate from Municipalities and final commissioning of building .</b>	<b>15%</b>

:

**Note: Retention Amount: 10% of the gross Bill Amount shall be retained from each Milestone payment.**

Notes:

**Notes:**

*1. Statement of Expenses shall be submitted by Consultant as per Form 2 at all the MILESTONES -, prior to the release of payment . For the purposes hereof "Statement of Expenses" means a statement of the expenses incurred on each of the heads indicated in the Financial Proposal (Form -2) The payments of **milestines** shall be made to the Consultant provided that the payments to be made at any time at that Key Date shall not exceed the amount certified by the Consultant in above-mentioned Statement of Expenses provided such payment of certified amount as per Statement of Expense shall not exceed the amount corresponding to percentage quoted in Payment Schedule of Annexure-6 of Contract Price quoted by the Consultant . It may be noted that break-up of expenditure is to account for total payment and actual payment shall be limited to milestones payment ceilings as well as Contract Price and such Variation as agreed to in writing by the Authority.*

*2. All Reports shall first be submitted as draft reports in both soft an hard copy for comments of the Authority. The Authority shall provide its comments no later than two weeks from the date of receiving a draft report and in case no comments are provided within such three weeks, the Consultant shall finalize its report.*

*3. No Mobilization Advance shall be paid to the Consultant.*

*4. No Escalation of rates shall be payable*

*5. Insurance and any other charges not shown here are considered included in the various charges quoted in Form 2 of Appendix - II and Agreement Value as per **Clause 6.1.2**. No additional payment for man-month shall be made .*

*6. 10% of every payment made against Key Deliverables shall be retained as Performance Security which shall not exceed 10% of Agreement value as per Clause 6.12*

*7. The Authority may require Professional Personnel to visit the Project/the Authority's offices for further consultations or undertake desk work after the report has been accepted. The additional costs on this account shall be paid to the Consultant as per agreed man day rates and economy return airfare as per actual shall also be reimbursed.*

8. Unit Rate quoted for submission for Draft shall include cost of re-submission of Report on receipt of comments and incorporation, submission of data in Media (CD/DVD) and all photographic /video-graphic records

9. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws and as per Clause 1.11 of the Agreement.

### **SCHEDULE-3**

*(See Clause 2.3.3)*

#### **Guidance Note on Conflict of Interest**

1. This Note further explains and illustrates the provisions of Clause 2.3 of the RFP and shall be read together therewith in dealing with specific cases.
2. Consultants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the Authority and a consultant or between consultants and present or future concessionaries/ contractors.



Some of the situations that would involve conflict of interest are identified below:

- (a) Authority and consultants:
    - (i) Potential consultant should not be privy to information from the Authority which is not available to others.
    - (ii) Potential consultant should not have defined the project when earlier working for the Authority.
    - (iii) Potential consultant should not have recently worked for the Authority overseeing the project.
  - (b) Consultants and concessionaires/contractors:
    - (i) No consultant should have an ownership interest or a continuing business interest or relationship with a potential concessionaire/contractor.
    - (ii) No consultant should be involved in owning or operating entities resulting from the project.
    - (iii) No consultant should bid for works arising from the project. The participation of companies that may be involved as investors or consumers and officials of the Authority who have current or recent connections to the companies involved, therefore, needs to be avoided.
4. The normal way to identify conflicts of interest is through self- declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority. All conflicts must be declared as and when the consultants become aware of them.
5. Another approach to avoiding a conflict of interest is through the use of "Chinese walls" to avoid the flow of commercially sensitive information from one part of the consultant's company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of "Chinese walls" may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, "Chinese walls" have been relatively common for many years, they are an increasingly

discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, “Chinese walls” should be considered as unacceptable and may be accepted in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the Authority.

6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
7. Another form of conflict of interest called “scope–creep” arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer

incentives for this, while time and material contracts provide built in incentives for consultants to extend the length of their assignment.

8. Every project contains potential conflicts of interest. Consultants should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

## APPENDICES

APPENDIX-I

*(See Clause 2.1.3)*

**TECHNICAL PROPOSAL**

Form-1

**Letter of Proposal**

(On Applicant's letter head)

(Date and Reference)

To, \*\*\*\*\*

\*\*\*\*\*

\*\*\*\*\*

Sub: Appointment of Consultant for preparation of Feasibility Study and Detailed Project Report.[,.....]

Dear Sir,

With reference to your RFP Document dated \*\*\*\*\*, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant for [\*\*\*\*\*]. The proposal is unconditional and unqualified.

2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.

3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we/ any of the consortium members have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. I/We declare that:
  - (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
  - (b) I/We do not have any conflict of interest in accordance with Clause 2.3 of the RFP Document;
  - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
  - (c) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 2.8 of the RFP document.
9. I/We declare that we/any member of the consortium, are/is not a Member of a/any other Consortium applying for Selection as a Consultant.

10. I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of West Bengal ] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
14. Deleted
15. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
16. I/We agree to keep this offer valid for 120 (One hundred Twenty ) days from the Proposal Due Date specified in the RFP.
17. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Form 4.
18. In the event of my/our firm/ consortium being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the form at Schedule-2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.

19. I/We have studied RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set-forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
20. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
21. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the Authorised Signatory)

(Name and seal of the Applicant)



## APPENDIX-I

Form-2**Particulars of the Applicant**

1.1	Title of Consultancy: PREPARATION OF .....
1.2	Title of Project: [*****]
1.3	State whether applying as Sole Firm : <b>[Yes/No]</b>  Sole Firm
1.4	State the following: Name of Company or Firm: Legal status :  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 Applicant: Name:

	Designation: Company: Address: Phone No.: Fax No. : E-mail address:
1.5	<p>For the Applicant, (in case of a consortium, for each Member), state the following information:</p> <p>(i) Is it a non Indian Company with only registration for place of business in India ?</p> <p style="text-align: right;">Yes/No</p> <p>(ii) Has the Applicant been penalized by any organization for poor quality of work or breach of contract in the last five years?</p> <p style="text-align: right;">Yes/No</p> <p>(iii) Has the Applicant/ Member ever failed to complete any work awarded to it by any public authority/ entity in last five years?</p> <p style="text-align: right;">Yes/No</p> <p>(iv) Has the Applicant or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking /ADB /World Bank in the last five years?</p> <p style="text-align: right;">Yes/No</p> <p>(i) Has the Applicant or any of the Members, in case of a consortium, suffered bankruptcy/insolvency in the last five years?</p> <p style="text-align: right;">Yes/No</p> <p><b>Note: If answer to any of the questions at (i) to (v) is yes, the Applicant is not eligible for this consultancy assignment.</b></p>

1.7	<p>Does the Applicant's firm/company combine functions as a consultant or adviser along with the functions as a Contractor and/or a manufacturer?</p> <p style="text-align: right;">Yes/No</p> <p>If yes, does the Applicant agree to limit the Applicant'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.</p> <p style="text-align: right;">Yes/No</p> <p style="text-align: right;">(Signature, name and designation of the Authorised Signatory)</p> <p style="text-align: right;">For and on behalf of ....._____</p>
-----	---

APPENDIX-I

Form-3

**Statement of Legal Capacity**

*(To be forwarded on the letter head of the Applicant)*

Ref. Date:

To,

\*\*\*\*\*

\*\*\*\*\*

Dear Sir,

Sub: RFP for Consultant: [\*\*\*\*\* ]

We hereby confirm that we, the Applicant satisfy the terms and conditions laid down in the RFP document.

We have agreed that ..... (insert Applicant's name) will act as the Lead Member of our consortium.

We have agreed that ..... (insert individual's name) will act as our Authorised Representative and has been duly authorized to submit our Proposal. Further, the authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the Authorised Signatory

For and on behalf of .....

*\*Please strike out whichever is not applicable*

APPENDIX-I

Form-4

**Power of Attorney**

Know all men by these presents, We, ..... (name of firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms..... son/daughter/wife and presently residing at ....., who is presently employed with us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the "Authorised Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Consultant for Preparation of Feasibility Report for [\*\*\*\*\*], proposed to be developed by the \*\*\*\*\* (the "Authority") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ..... THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20\*\*For .....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

.....

(Signature, name, designation and address of the Attorney)

*Notes:*

*The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*

*Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*

*For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.*

## APPENDIX-I

### Form-5

### **Proposed Methodology and Work Plan**

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

1. Understanding of TOR (not more than two pages) The Applicant shall clearly state its understanding of the TOR and also highlight its important aspects. The Applicant may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the TOR.

2. Methodology and Work Plan (not more than three pages)

The Applicant will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. The Applicant will submit a brief write up on its proposed team and organisation of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. In case the Applicant is a consortium, it should specify how the expertise of each firm is proposed to be utilised for this assignment. The Applicant should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services.

3. Conceptual Plan with Drawings and Soft copy of Presentation

Note: Marks will be deducted for writing lengthy and out of context responses.

APPENDIX-I

Form -6

**Curriculum Vitae (CV) of Professional Personnel**

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:
6. Employment Record:  
(Starting with present position, list in reverse order every employment held.)
7. List of projects on which the Personnel has worked  
  
Project Name Description of assignment performed
8. Details of the current assignment and the time duration for which services are required for the current assignment.

Certification:

- 1 I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
- 2 I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications and my experience.

(Signature and name of the Professional)

Place.....

**(Signature and name of the Authorised Signatory of the Applicant)**

**Notes:** Use separate form for each Professional Personnel



Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorised Representative of the Applicant firm along with the seal of the firm.

Photocopies will not be considered for evaluation.

**Request for Proposal For Appointment of Architect & Project Management Consultant**

**APPENDIX-I**

**Form - 7**

Item of work/ Activity	To be carried out/ prepared by		Week																		
	Name	Designation	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19

APPENDIX-II

**FINANCIAL PROPOSAL**

Form - 1

**Covering Letter**

(On Applicant's letter head)

(Date and Reference)

To,

\*\*\*\*\*

\*\*\*\*\*

\*\*\*\*\*

Dear Sir,

Subject: Appointment of Consultant for Preparation of [\*\*\*\*\*]

I/We, \_\_\_\_\_ (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm as Consultant for above.

I/We agree that this offer shall remain valid for a period of 120 (One hundred and twenty days) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the Authorised Signatory)

Note: The Financial Proposal is to be submitted strictly as per forms given in the RFP.

**APPENDIX-II***(See Clause 2.1.3)***Form - 2**

## FINANCIAL BID

## A) MAN-Power and Logistics

SI No	Description	Unit	Rate	Quantity	Amount
<b>A.</b>	<b>Professional Staff</b>				
A-1	Lead Architect cum Team Leader	LS for the entire Project duration		3	
A-2	Lead Structural Engineer	Months		6	
A-3	Geotechnical Engineer	Months		6	
A-4	Resident Engineer (Site )	Months		20	
A-5	Site Supervisor (2)	Months		20	
A-6	Quantity Surveyor cum Billing Engineer	Months		20	
A-7	HVAC Engineer	Months		6	
A-8	Electrical Engineer	Months		6	
	Note : Remuneration of <b><u>all other personnel required for completion of the Study</u></b> shall be deemed to be included in the rates . No separate payment shall be made.				
<b>B.</b>	<b>Survey and Investigation etc</b>				
<b>I</b>					
I-1	All Soil Investigations for foundation design	LS			
<b>II</b>	<b>Site Survey and Lay-out</b>	LS			
<b>IV</b>	<b>Vetting of Design by</b>	LS			

	<b>IIT OR BESU.</b>				
C	<b>Videography and still digital photo with Prints and Media (DVD)-BOTH 3 (THREE) SETS</b>	LS			
E.	<b>Reports and Documents</b>				
I	Inception , Draft DPR and Final DPR as per TOR (in hard copy and soft Copy )	LS			
II	Bidding Document in hard copy and soft copy				
II-1	Volume –I Conditions of Contract	No		10	
II-2	Volume –II-Specification	No		10	
II-3	Volume –III -BOQ	No		10	
II-4	Volume –IV (Drawing )-A-2 size	No		10	
				TOTAL	

**B. Deliverables**

Sl No	DESCRIPTION	Unit	Rate	Amount
1.	Initial Concept Plan , master plan, specifications including rough estimates	LS		
2	Initial design of all services with rough estimates	LS		
3	Final Master plan, Preliminary Drawings and preliminary estimate incorporating final version of (1) and (2) above	LS		
4	Drawings for submission to local / statutory authorities	LS		
5	Working drawings Plans, sections, elevations for building	LS		
6	Working drawings for Electrical Installation, Electrical Layout (both internal & external) details, Pump sets, Diesel engine alternators, Dry type transformers and HV/ MV panels, Fire fighting systems,	LS		

**Request for Proposal For Appointment of Architect & Project Management Consultant**

	sprinkler system, wet riser system, ventilation system for basements, vertical elevators, Intelligent building Management System, Fire detection system , Fire fighting system, Access control, UPS, telecommunication system etc			
7	Structural Drawing with Design Calculation after vetting	LS		
8	Detailed Estimate	LS		
9	Draft Bidding Document for all works Including Civil , S&P, ,Electrical , HVAC , Bought out supply elements etc	LS		
10	Bidding Document for all works Including Civil , S&P, ,Electrical , HVAC , Bought out supply elements etc	LS		
11	Detailed Working Drawing for execution including Revised DRAWINGS AS REQUIRED	LS		
12	Layout Plan including details of partitions , flooring, ceiling , finishing , layout for electrical/telephone ,LAN Cables , staircase , railings landscaping , horticulture, furniture etc along with integration of the Building	LS		
13	Completion Drawings for submission and approval of Local Authorities	LS		
14	Architectural-3Dvirtual model , Estimate and Schedule, views and walk through presentation	LS		
15	Soft copy record of all Drawings including design files and CAD files , Reports etc	LS		
			Total	

Amount under Head A and Head B shall constitute the Bid Price .

All the Item Description is brief and indicative , but implementation shall be as per TOR .Any item mentioned in TOR but not included in above itemised Financial

proposal shall be deemed to be included in the rate and no additional payment shall be made .

### Payment Schedule

*(Refer Clause 6.3)*

#### SCHEDULE OF PAYMENT.

<b>Milestone Payment</b>	<b>Brief Description</b>	<b>Fee in percentage of Quoted Lump-sum .</b>
<b>KD1</b>	<b>Approval of Concept Design as per requirement of the TOR</b>	<b>15%</b>
<b>KD-2</b>	<b>On approval of Final Design (Architectural, structural and foundation) and receipt of approval from Municipal Corporation and other statutory authorities .</b>	<b>15%</b>
<b>KD-3</b>	<b>Preparation Detailed Cost Estimate , Rate analysis and approval of Bid Document with all Drawings (Details-Good for Construction )</b>	<b>20%</b>
<b>KD-4</b>	<b>On completion of foundation of Building-supervision at implementation stage</b>	<b>10%</b>
<b>KD-5</b>	<b>On completion of casting of roof of the top-most storey of the Building – Supervision at Implementation Stage</b>	<b>10%</b>
<b>KD-6</b>	<b>Completion of Electrical , HVAC , all other allied works including finishing work</b>	<b>5%</b>
<b>KD-7</b>	<b>Approval of Completion Document including certification of Final Bills , auditing , completion Certificate from Municipalities and final commissioning of building .</b>	<b>15%</b>

:

**Note: Retention Amount: 10% of the gross Bill Amount shall be retained from each Milestone payment.**

**Notes:**

*1. Statement of Expenses shall be submitted by Consultant as per Form 2 at all the MILESTONES -, prior to the release of payment . For the purposes hereof "Statement of Expenses" means a statement of the expenses incurred on each of the heads indicated in the Financial Proposal (Form -2) The payments of **milestones** shall be made to the Consultant provided that the payments to be made at any time at that Key Date shall not exceed the amount certified by the Consultant in above-mentioned Statement of Expenses provided such payment of certified amount as per Statement of Expense shall not exceed the amount corresponding to percentage quoted in Payment Schedule of Annexure-6 of Contract Price quoted by the Consultant . It may be noted that break-up of expenditure is to account for total payment and actual payment shall be limited to milestones payment ceilings as well as Contract Price and such Variation as agreed to in writing by the Authority.*

*2. All Reports shall first be submitted as draft reports in both soft and hard copy for comments of the Authority. The Authority shall provide its comments no later than two weeks from the date of receiving a draft report and in case no comments are provided within such three weeks, the Consultant shall finalize its report.*

*3. No Mobilization Advance shall be paid to the Consultant.*

*4. No Escalation shall be made*

*5. Insurance and any other charges not shown here are considered included in the various charges quoted in Form 2 of Appendix - II and Agreement Value as per **Clause 6.1.2**. No additional payment for man-month shall be made .*

*6. 10% of every payment made against Key Deliverables shall be retained as Performance Security which shall not exceed 10% of Agreement value as per Clause 6.12*



7.The Authority may require Professional Personnel to visit the Project/the Authority's offices for further consultations or undertake desk work after the report has been accepted. The additional costs on this account shall be paid to the Consultant as per agreed man day rates and economy return airfare as per actual shall also be reimbursed.

8.Unit Rate quoted for submission for Draft shall include cost of re-submission of Report on receipt of comments and incorporation, submission of data in Media (CD/DVD) and all photographic /video-graphic records

9.All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws and as per Clause 1.11 of the Agreement.