

West Bengal Pollution Control Board



**e-Tender Document
for
consultancy services for planning, design/drawing,
preparation of DPR, BOQ & supervision etc. in
connection with construction of proposed Haldia
regional office-cum-laboratory building with Employees'
residential complex at R.S. plot no.-2(P),
MouzaRaghunathchak , J.L. No.-164, PS : Bhabanipur
(Formerly Sutahata), Dist. – PurbaMedinipur
maintaining criteria of Green Building design/concept**

**Invited by:
West Bengal Pollution Control Board
“ParibeshBhavan”
10A, LA-Block ,Sector-III
Bidhannagar
Kolkata-106**

West Bengal Pollution Control Board

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West Bengal Pollution Control Board

Notice Inviting Tender

NIT No. : WBPCB/B.Cell-03/2017-18 (e-03)

Dated : 22/09/2017

Notice Inviting Tender (NIT) for consultancy services for planning, design/drawing, preparation of DPR, BOQ & supervision etc. in connection with construction of proposed Haldia regional office-cum-laboratory building with Employees' residential complex at R.S. plot no.-2(P), MouzaRaghunathchak , J.L. No.-164, PS : Bhabanipur (Formerly Sutahata), Dist. – PurbaMedinipur maintaining criteria of Green Building design/concept

1. West Bengal Pollution Control Board (WBPCB), invites bids through e-Tender from eligible bidders for consultancy services for planning, design/drawing, preparation of DPR, BOQ & supervision etc. in connection with construction of proposed Haldia regional office-cum-laboratory building with Employees' residential complex at R.S. plot no.-2(P), MouzaRaghunathchak , J.L. No.-164, PS : Bhabanipur (Formerly Sutahata), Dist. – PurbaMedinipur maintaining criteria of Green Building design/concept and related service as specified in the bid document.
2. This invitation of bids is open to any bidder, who is eligible, bonafide, reliable and resourceful architect /consultant/consultancy firm having experience as per eligibility criteria fixed up for planning, design and drawing, preparation of DPR, BOQ, supervision etc. (detailed scope of work given in the bid document) in connection with construction of proposed Haldia regional office-cum-laboratory building with Employees' residential complex at R.S. plot no.-2(P), MouzaRaghunathchak , J.L. No.-164, PS : Bhabanipur (Formerly Sutahata), Dist. – PurbaMedinipur maintaining criteria of Green Building design/concept.
3. Prospective bidders may visit Website :<http://wbetender.gov.in> or <http://www.wbpcb.gov.in/tenders> directly for detailed terms & conditions of e-Tender. Bidders willing to take parts in the process of e-Tendering are requested to obtain Class – II or Class – III Digital Signature Certificate (DSC) from any authorized servicing authority (CA) under CCA, Govt. of India, viz. NIC. DSC is given as a USB token. After obtaining the DSC, from the approved CA, they are requested to register the fact of possessing the DSC through registration system available in the Website.
4. Prospective bidders may download a complete set of bidding document from the Website <http://wbetender.gov.in> with the help of e-token. This is the only mode of collection of tender document. Tenders are to be submitted online. Details of submission procedure are given fully under *Instruction to the Bidders* (ITB).
5. Bidders are requested to submit a non-refundable bid document fee of Indian Rs.1000/- (Rupees one thousand) only in the form of crossed Demand Draft/Pay Order/Bankers cheque in favour of 'West Bengal Pollution Control Board', payable at Kolkata as bid document cost. Scanned copy of the bid document has to be uploaded in the specific folder superscribed as 'Bid Document Fee' along with techno commercial bid.
6. The bidders are requested to deposit bid security (EMD) amounting to Rs.30,000/-(Rupees thirty thousand) only in the form of crossed Demand Draft/Pay Order/Bankers cheque in favour of 'West Bengal Pollution Control Board', payable at Kolkata or an irrevocable Bank Guarantee (as stated clause 4.5) as bid security. Scanned copy of the bid security (EMD) should be uploaded in the specific folder marked for 'Bid Security' along with techno commercial bid.

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7. However, both the bid document fee and bid security deposit should be submitted physically within the due date and time and to be dropped in the specific box to be kept in the Ground floor at ParibeshBhawan, Bldg No.10A, Block LA, Sector-III, Salt Lake, Kolkata-700106, marked for “Consultancy services for planning, design/drawing, preparation of DPR, BOQ & supervision etc. in connection with construction of proposed Haldia regional office-cum-laboratory building with Employees’ residential complex at R.S. plot no.-2(P), MouzaRaghunathchak , J.L. No.-164, PS : Bhabanipur (Formerly Sutahata), Dist. – PurbaMedinipur maintaining criteria of Green Building design/concept”.
8. Selection to be made under Combined Quality Cum Cost Based Selection (CQCCBS) Method. This bidding takes simultaneous bid procedure in two parts (Folder). Bidding System Part-1 : Techno Commercial Bid consisting of all technical details along with commercial terms and conditions and Part-2 : Financial Bid indicating the price for the items mentioned in the technical bid.

All the eligible and interested bidders are requested to submit a Techno Commercial Bid and a Financial Bid simultaneously through online e-Tender system. Techno Commercial bids (all folders of 5A, B, C and D of tender documents) will be opened and analyzed first . Bidders, whose Techno Commercial Bids is find responsive, will be accepted by the Board and uploaded the Techno Commercial Evaluation Status through e-Tender system. Financial bid (all folder of 6E & F of tender document) of Techno Commercially successful (highest scorer) bidders will be opened at the date and place of opening of the financial bid will also be informed through e-Tender system.

For amendments in bidding document or extension of bid submission date, the bidders are requested to visit the Website <http://wbetender.gov.in> till 13/10/2017. The Board will not publish any notice further in newspaper for such amendment or for any extension. Bidder or his official representative is invited to attend pre-bid meeting which will take place at 11:00 hrs. at 10/10/2017 at the Board’s Office at “ParibeshBhavan”, Bidhannagar. Prospective bidders are requested to send their queries to the email id tkg@wbpcb.gov.in at least 3 (three) days prior to the scheduled date to pre-bid meeting to prepare themselves to attend the Pre-Bid meeting. However, if there is any other query, that must be submitted in written (hard copy and soft copy) at the time of pre-bid meeting. No verbal query will be entertained for discussion at the Pre-Bid meeting.

Bidders must accompany the Bid Document Fee and Bid Security (EMD) money as indicated above, failing which the Bid will not be considered.

9. Eligible bidders must submit their Bid for a complete scope of work through online. Any bid submitted with incomplete scope, will be rejected out rightly.

West Bengal Pollution Control Board will not be responsible for any cost (or expenses) incurred by bidders in connection with the preparation or delivery of the bid. WBPCB reserves the right to reject any or all the bids without showing any reason whatever.

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10. In the event of date being declared as closed holiday for the West Bengal Pollution Control Board's office, the date for submission of bid and opening of bids will be the following working day at the appointed time.
11. For any clarification regarding technical system of e-Tendering, please contact NIC Help Desk : 033- 2334 6098.
12. Details of conditions, time and date and activities :

S No.	Description of Activities	Date and Time
1.	Upload of NIT & Bid document	22/09/2017 at 17:30 Hrs.
2.	Download of Bid Document starts	22/09/2017 at 18:00 Hrs.
3.	Pre-Bid meeting to be held	10/10/2017 at 11.00 Hrs.
4.	Minutes of the Pre-Bid meeting to be uploaded	13/10/2017 at 14.00 Hrs.
5.	Last date of amendment of the Bidding Document or extension of the bid submission date	13/10/2017 at 15:00 Hrs.
6.	Bid submission through e-tendering end date	24/10/2017 upto 17.30 Hrs.
7.	Physical submission date of hard copies of Bid Document Fee/Bid Security Deposit(EMD) and other documents (if any)	25/10/2017 upto 14:00 Hrs.
8.	Technical Bid opening date	27/10/2017 at 15.00 Hrs.

Sd/-
Chief Engineer
West Bengal Pollution Control Board

Important:

Bidders are expected to examine bidding documents carefully and requested to have received and read all documents. It shall be the responsibility of the bidder to request copies of any missing document if any. Failures to do so, will be at the bidders risk.

SECTION – A

INSTRUCTIONS TO THE BIDDER

West Bengal Pollution Control Board

INSTRUCTIONS TO BIDDERS

Instructions / Guidelines are furnished below to the Bidders for assisting to participate in e-tendering system:-

1. DEFINITIONS

Unless the context of these instructions to Bidders otherwise requires the following terms wherever used in this Instructions to Bidders shall have the meaning defined hereunder:

Words imparting the singular shall also include the plural and vice versa where the context requires. Whether the words and phrases defined in this Clause are capitalized or not in the Contract shall not affect their meaning.

- 1.1 "The Project " or "The Service " means consultancy services for planning, design/drawing, preparation of DPR, BOQ & supervision etc. in connection with construction of proposed Haldia regional office-cum-laboratory building with Employees' residential complex at R.S. plot no.-2(P), MouzaRaghunathchak , J.L. No.-164, PS : Bhabanipur (Formerly Sutahata), Dist. – PurbaMedinipur maintaining criteria of Green Building design/concept
- 1.2 "The Board" means the West Bengal Pollution Control Board (WBPCB), having its office at ParibeshBhaban, 10A, Block LA, Sector III, Kolkata - 700098, and shall include any person or persons authorized by the Board. ..
- 1.3 "The Bid" means the offer or proposal of the Bidder to be submitted for the consultancy service in accordance with the stipulations set forth in this Bidding Documents.
- 1.4 "The Techno-commercial Bid" means the Techno-commercial part of the Bid.
- 1.5 "The Financial Bid" means the financial part of the Bid.
- 1.6 "The Bidder" means either the Consultant or Consultancy Firm or his authorized Representative, who submits the Bid for the Consultancy Service.
- 1.7 "The Authorized representative" means the bidder who has enclosed the authorization in their letter head.
- 1.8 "The Consultant " means the Bidder, whose Bid for the Consultancy Service has been accepted by the Board and includes his personal representatives, successors and authorized assignees.

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1.10 "The Bidding Documents" mean Notice Inviting Tender and all the documents in Section- A to Section – E including in the bidding documents annexed thereto.

1.11 "The Agreement" means the written agreement to be concluded between the Board and the Contractor and includes terms and conditions stipulated on the Bidding Documents and any other descriptions annexed thereto which form an integral part of the agreement to be provided by the Board.

1.12 "S/W" means the Scope of Works in Section - B of this Bidding Document.

1.13 "The Sites" means the location as specified in the S/W (Section – B).

1.14 "The Contract Price" means the price payable to the Consultant under the contract for the full and proper performance of its contractual obligations.

2. Introduction:

2.1 West Bengal Pollution Control Board, herein after referred to WBPCB, a regulatory authority (autonomous body/statutory organization) under Environment Department, Govt. of West Bengal has been constituted/established in the year 1974 as per provision under the Water (Prevention and Control of Pollution) Act, 1974 for protecting the environment, prevent and control the environmental pollution in the State of West Bengal. The Board has been entrusted with the Central Acts and relevant Rules for pollution control as notified thereof from time to time.

2.2 Background about the Project:

Presently, the Haldia Regional Officer, WBPCB located in a rented premises at 3rd floor of Supermarket Building, P.O. & P.S. Durgachak, Haldia, Pin-721602, PurbaMedinipore, looking after the entire Purba&, PaschimMedinipur and Jhargram District. The Laboratory Wing of WBPCB is also located at rented building in Block-05 at 40 Flats Complex, Adjacent to Priyambada housing Complex, Basudevpur, P.O. Khanjanchak, Haldia-721602, PurbaMedinipore.

A piece of land measuring 0.66 acre obtained at plot no. R.S. no.-2(P), MouzaRaghunathchak , J.L. No.-164, PS : Bhabanipur (Formerly Sutahata), Dist. – PurbaMedinipur for construction of proposed Haldia regional office-cum-laboratory building with Employees' residential complex

2.3 Scope of Works

The description of Scope of Works is set forth in Section – B of this Bid Document.

2.4 Size of Bid

The whole bid is for single composite package as detailed at section - II i.e. scope of work.

2.5 Eligibility Criteria:

- 2.5.1** This invitation of bids is open to any bidder, who is eligible, bonafide, reliable and resourceful architect /consultant/consultancy firm having experience as per eligibility criteria fixed up for planning, design/drawing, preparation of DPR, BOQ & supervision etc. in connection with construction of proposed Haldia regional office-cum-laboratory building with Employees' residential complex at R.S. plot no.-2(P), MouzaRaghunathchak , J.L. No.-164, PS : Bhabanipur (Formerly Sutahata), Dist. – PurbaMedinipur maintaining criteria of Green Building design/concept
- 2.5.2** The Consultant should have adequate number of Graduate Architects/ other Engineers Civil/Structural/Electrical/Mechanical. The Consultant must be registered with council of Architecture. Please enclose the profile of the Technical professionals. (For details please refer to clause 8.6 of section-A).
- 2.5.3** The Consultant should have prior experience of similar type of work for more than 7 years having registered office in West Bengal.
- 2.5.4** The Consultant should achieve annual turnover of Rs.50.00 lakh atleast in 3 financial years out of last 5 financial years.(Audited Balance Sheet) [**As per attachment -2**]
- 2.5.5** The Consultant is requested to enclose order copies with satisfactory completion certificate from the clients for whom served within the last 5 (five) years. They should have successfully designed similar projects at least two (2) during last 7(seven) years for Government/Semi Government /Undertaking/Autonomous bodies/Local bodies.
- 2.5.6** The Consultant should submit the completion certificate of similar projects during last 5(five) years as follows :
- i) One single order value of Rs.15.00 lakhs and above or
 - ii) Two orders of value Rs.10.00 lakhs each
- 2.5.7** The Consultant also should attach photocopy of PAN Card, IT Return of the last 3(three) years, Professional Tax Enrolment certificate with current year challan, Valid Renewed Trade License, proof of GST Registration no. and valid Registration Certificate under Council of Architect.
- 2.5.8** Consultant/Firm black listed by any Govt./Semi Govt. organization are not eligible to participate in the process. Applicants shall give an undertaking in this regard.

Note:

- a) The bidder's proposal shall positively include the written evidence regarding the experience and qualifications as required above.
- b) The above stated requirements are a minimum and Board reserves the right to request for any additional information and also reserves the right to reject the proposal of any bidder, if in the

opinion of the owner the qualification data is incomplete or the bidder is found not qualified to satisfactorily perform the work.

- c) Notwithstanding anything stated above, the Board/Owner reserves the right to assess the Bidder's capability and capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of the Owner.

2.6 Bidding Procedure:-

2.6.1 The Bidding will take **two part bidding procedure Part-1)** Techno Commercial Bid and Part-2) Financial Bid **through e-tender system.**

2.6.2 Both part of the Bid shall be submitted simultaneously **through e-tender system** by the designated date specified in Sub-clause 7.2 in this instruction. Techno-Commercial bids (all folders of 5A, B, C & D of Tender document ITB) will be opened and evaluated first. Only the bidders whose Techno-commercial bid is found responsive will be notified by the Board and uploaded the techno commercial evaluation status through e-tender system. Financial Bids of the technically qualified Bidders will be opened for financial evaluation and the date and place for opening of the financial bid will also be informed through e-tender system.

2.6.3 The Techno-commercial Bid shall consist of four (4) Folders i.e. Folder "A" , Folder "B" , Folder " C " and Folder "D". The Folder "A" will contain the Bid Document Fees ; the Folder "B" will contain the Bid Security; , the Folder " C" will contain the statutory and qualification documents and the Folder " D" will contain technical proposal pursuant to Clause 5 of this Instruction.

2.6.4 The envelope for the Financial Bid shall consist of documents pursuant to Clause 6 of these Instructions.

2.6.5 The bidder must quote for complete scope of work in the package. In case the bidder does not quote for complete scope of work, the bid shall be rejected at Techno-commercial evaluation stage.

2.6.6 The bidder shall bear all costs associated with the preparation and delivery of its bid, and the Board/Employer will in no case be responsible or liable for those costs.

3. BIDDING DOCUMENTS

3.1 Bidding Documents

Bidding Documents will be available only at Websites: <https://wbtenders.gov.in> or <http://www.wbpcb.gov.in/tenders>. Eligible Bidders can be downloaded a complete set of bidding documents.

3.2 Check of the Bidding Documents

The Bidder shall check the number of pages and drawings and notify the Board of any missing or duplicate pages and drawings or of any figures or words, which may be indistinct or ambiguous. No claim will be admitted as result of the Bidder's failure to comply with the foregoing. The address for the contact is specified in Sub-clause 3.5 of this instructions.

3.3 Contents of Bidding Documents

(1) The Bidding Documents include:

Invitation for Bids

Section A	Instructions to Bidders
Section B	Scope of Works
Section C	Form of Techno-commercial Bid
Section D	Form of Financial Bid
Section E	Other Terms and Conditions of Contract

(2) Bidders must acquaint themselves with all the Bidding Documents. In order to familiarize with the Works, the Bidders should ascertain all particulars regarding the location and site conditions at their own expenses. No plea attributed to lack of information or insufficient information will be entertained at any time.

The Board shall reserve the right and privilege to settle the affairs in case of any doubt may occur concerning the Bidding Documents.

3.5 Clarification of Bidding Documents

(1) If a prospective Bidder has any doubt as to the meaning of any part of the Bidding Document, he may notify the Board for supplementary information and explanation in writing or facsimile in compliance with Form of Questionnaire of Attachment 1 in Section B at the following address at least three (3) days prior to the date set for pre-bid conference.

Chief Engineer
ParibeshBhaban, 10A, Block LA, Sector – III
Salt Lake, Kolkata – 700 106
Ph: 91-33-2335 1675 (D)/ 2335 9088(EPABX)
Fax: 91-33-2335 1675

Verbal clarifications and information given by the Owner / Board or their employee(s) or representative(s) shall not in any way be binding on the Owner.

(2) Pre-Bid Meeting:-

The bidder or his authorized representative is invited to attend the pre-bid meeting to be held at the office of the Board on **10/10/2017 at 11.00 hrs.**

- a) The purpose of the meeting will be to clarify issues regarding the Bidding Document.
- b) The bidder is required to submit questions in writing or by cable to reach the Board's office with a copy to the owner, not later than three days prior to the pre-bid meeting.

- c) Record notes of meeting including the text of the questions raised and responses given will be transmitted without delay to prospective bidders who have purchased the Bidding Documents. Any modification of the Bidding Document which may become necessary as a result of the pre-bid meeting shall be made by the Owner / Board exclusively through an addendum to the bidding documents and not through the record notes of the pre-bid meeting.
- d) Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder.
- e) The bidder shall depute maximum two authorized persons to take part in pre-bid meeting.
- f) The bidder is not expected to raise any additional query after pre-bid meeting and the Owner is not obliged to reply any such query.
- g) The pre-bid meeting shall be open to any prospective bidders.

(3) Amendment of Bidding Documents

- (1) At any time prior to the deadline for submission of the Bid, the Board, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Documents by amendment.

For amendment in bidding documents or extension of bid submission date, if any, bidders are requested to visit website <https://wbtenders.gov.in> or <http://www.wbpcb.gov.in/tenders> till **25/09/2017. Board will not publish further any notice in newspapers for such amendment / extension.**

The Owner will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.

- (2) In order to allow prospective Bidders reasonable time in which to take amendment into account in preparing their Bids, the Board at its discretion may extend the deadline for submission of the Bid.

4. PREPARATION AND SUBMISSION OF BID

Bid submission to be done through e-tendering procedure(s) detailed in Clause 5 and 6 below.

4.1 Language

The Bid to be prepared by the Bidders, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Board or the Board shall be written in English. Failure to comply with this may disqualify a bid.

4.3 One Bid per Bidder

Each Bidder shall submit one Bid. A Bidder who submits or participates in more than one Bid will be disqualified.

4.5 BidSecurity

- (1) Pursuant to Clause 5.1 in this instruction, the Bidder shall furnish, as part of its Bid, his Bid Security in the amount of Rs.30,000/- (Rupees thirty thousand) only.
- (2) Bid securities in the following forms shall be valid upto bid validity period from the date of opening of Techno-commercial Bids plus 45 days. This Bid Security shall provide security for the due performance by the Bidder of the obligations and undertakings in the Bid on his part contained.
- (3) The Bid Security shall be in one of the following alternative forms
 - a) Crossed bank draft/Banker's cheque in favour of "WEST BENGAL POLLUTION CONTROL BOARD" payable at KOLKATA, from a Nationalized Bank or scheduled Commercial Bank.
 - b) An irrevocable Bank Guarantee issued by a Nationalized Bank or scheduled Commercial Bank. infavour of. "WEST BENGAL POLLUTION CONTROL BOARD" payable at KOLKATA, pursuant to the form provided in **Attachment 3**.
 - c) The scanned copy of the bid security should be uploaded in the specific envelop marked for 'Bid Security' along with techno-commercial bid. However, Bid Security should be submitted physically within the due date & time and to be dropped in the Box to be kept in the ground floor, at 'ParibeshBhavan' 10A, Block-LA, Sector-III, Salt Lake city, Kolkata-700106 marked for Consultancy service for consultancy service for planning, design/drawing, preparation of DPR, BOQ & supervision etc. in connection with construction of proposed Haldia regional office-cum-laboratory building with Employees' residential complex at R.S. plot no.-2(P), MouzaRaghunathchak , J.L. No.-164, PS : Bhabanipur (Formerly Sutahata), Dist. – PurbaMedinipur maintaining criteria of Green Building design/concept
- (4) Any Bid not accompanied by the Bid Security will be rejected by the Board as non-responsive pursuant to Sub-clause 8.4. Unsuccessful Bidder's Bid Security will be discharged or returned as promptly as possible, but not later than thirty (30) days from the expiration of the period of the Bid validity specified in Sub-clause 4.6 hereunder. The successful Bidder's Bid Security will be discharged upon the Bidder signing the Contract pursuant to Sub-clause 13.3 in this instruction and furnishing the Performance Security pursuant to Clause 14in this instruction.
- (5) The Bid Security may be forfeited:
 - a. If a Bidder withdraws / modifies its Bid during the period of the Bid validity specified in Sub-clause 4.6 hereunder;
 - b. If a bidder refuses to accept the arithmetical corrections made according to ITB (Instructions to the Bidder) Clause No. 11;
 - c. In case of a successful Bidder, if the Bidder fails to sign the Contract in accordance with Sub-clause 13.3 in this Instructions and to furnish Performance Security in accordance with Clause 14 in this Instructions;
- (6) **No interest will be payable on the above Bid Security by the Board.**

4.6 Validity of Bid

The bid shall remain valid and binding on the Bidder for one hundred twenty (120) days from the final time and date for submission of the Bid. Bid validity for a shorter period shall be rejected by the Board as non-responsive.

In exceptional circumstances, the Board may in writing or by facsimile, solicit the Bidder's consent to an extension of the period of the Bid validity. If the Bidder agrees to the request for extension, the Bid Security shall also be extended for an equivalent period of time.

Any Bidder may refuse to extend the validity of his Bid without forfeiting his Bid Security, but the Bid will not be considered.

Bidders granting the requests for extension of the Bid validity will not be required or permitted to modify their Bids.

4.7 Modification and Withdrawal of Bid

- a) The Bidder may modify or withdraw its Bid after the Bid's submission; **prior to the deadline prescribed for submission of Bids.**
- b) No Bid shall be allowed to be modified subsequent to the deadline for submission of Bids.
- c) No bid shall be allowed to be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of bid validity specified in the clause 4.6 above. Withdrawal during this period may result in the forfeiture of the bid security pursuant to clause 4.5 (5)(a).

4.8 Rejection of Bid

Failure by the Bidder to comply with the provisions of these Instructions to Bidders or any part of the Bidding Documents may result in rejection of the Bid and forfeiture of the Bid Security.

The Board reserves the right to accept or reject any or all Bids or to annul the Bidding process at any time prior to award of the Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Board's action.

The Board also reserves to itself the right of accepting the whole or any part of the Bid and the Bidder shall be bound to perform the same at the rate quoted.

4.9 Contacting the Board

Except for responses to request for clarification of the Bid by the Board, the Bidder shall not contact the Board for any matter related to this Bid from the time of submission of the Bid until the Contract is awarded.

Any efforts by the Bidder to influence the Board in his/her decision in respect of evaluation of the Bid or award of the Contract shall result in the rejection of the Bid and forfeiture of the Bid Security.

5. PREPARATION OF TECHNO-COMMERCIAL BID (Part-1)

5.1 (A) Folder "A" contains of Bid Document Fees

The Bidder shall upload scanned copy of Bid Document Fees in the folder marked "A" – Bid Document Fees and the physical copy of the Bid Document Fees shall be submitted as mentioned in clause 5 of the ITB.

(B) Folder "B" contains of Bid Security

The Bidder shall upload scanned copy of Bid Security in the folder marked "B" and the physical copy of the Bid Security shall be submitted as mentioned in clause 10 in ITB as per format (Attachment 3 of Section -E) .

5.2 Contents of Folder "C" Statutory and Qualification Documents

Following documents shall be submitted in Folder - "C" for Statutory qualification documents.

- i) Income Tax e-Return (For last 3yrs).
- ii) Audited Accounts for last 3 years.
- iii) Professional Tax Enrolment certificate with current year challan.
- iv) Valid Trade License.
- v) Credentials certificates of similar nature of works executed .(**as per Annexure – 'I'**)
- vi) Major Works in hand.(**as per Annexure – 'II'**).
- vii) Work Order in support of Credentials certificates.
- viii) Payment certificate of the said work (One single order value of Rs.15.00 lakhs and above or
Two orders of value Rs.10.00 lakhs each).
- ix) GST Registration no.
- x) Registration Certificate under Council of Architect. (**as per Annexure – 'III'**)
- xi) Current Bank Solvency Certificate.
- xii) Declaration as per prescribed format.
- xiii) Partnership Deed.(In case Partnership Firm)
- xiv) Power of Attorney.

5.3 Contents of Folder "D"; Techno-commercial bid including Technical Proposal

The following documents shall be submitted in "D" for Technical Proposal

- i) Technical approach and methodology (**as per Annexure-'IV'**).
- ii) Organization and Staffing (**as per Annexure – 'V'**).
- iii) Functional Planning (Work Plan) [**as per Annexure – 'VI'**].'
- iv) General Aesthetics (Façade and Side Elevation) [**as per Annexure – 'VII'**]

- v) Compatibility, feasibility and economy in connection to maintenance (as per Annexure-‘VIII’),
- vi) Key professional staff qualifications and competence for the assignment (as per annexure-‘IX’)

Documents to be submitted in Techno & Commercial Bid (Part-I):-

Techno- Commercial Bid Packet			
Corr. Cl.	Folder	Documents to be uploaded by the Bidder	
5.1(A)	Folder - "A"	Scanned copy of Bid Document Fees in the folder marked Folder "A"	
5.1(B)	Folder- "B"	Scanned copy of Bid Security in the Folder marked "B"	
5.2	Folder- "C"	<ul style="list-style-type: none"> • Income Tax e-Return (For last 3yrs). • Audited Accounts for last 3 years • Professional Tax Enrolment certificate with current year challan. • Valid Trade License • Credentials certificates of similar nature of works executed .(as per Annexure – ‘I’) • Major Works in hand.(as per Annexure – ‘II’). • Work Order in support of Credentials certificates. • Payment certificate of the said work (One single order value of Rs.15.00 lakhs and above or Two orders of value Rs.10.00 lakhs each). • GST Registration no • Registration Certificate under Council of Architect. (as per Annexure – ‘III’) • Current Bank Solvency Certificate • Declaration as per prescribed format • Partnership Deed.(In case Partnership Firm) • Power of Attorney 	
5.3		Folder- "D"	<ul style="list-style-type: none"> • Technical approach and methodology (as per Annexure-‘IV’). • Organization and Staffing (as per Annexure – ‘V’). • Functional Planning (Work Plan) [as per Annexure – ‘VI’].’ • General Aesthetics (Façade and Side Elevation) [as per Annexure – ‘VII’] • Compatibility, feasibility and economy in connection to maintenance (as per Annexure-‘VIII’), • Key professional staff qualifications and competence for the assignment (as per annexure-‘IX’)

6. PREPARATION OF FINANCIAL BID (Part-2)

6.1 Preparation of Financial Bid

The Bidder shall enter a price or rate against all the forms specified in the following Sub-clauses from 6.2 Attachments in Section 'D'.

6.2. Bid Form - Folder E.

The Bid Price to be quoted by the Bidder shall be prepared on the official letter head of the respective Bidder according to the Attachment 1 "Bid Form" in Section D without any alteration or change.

The Bid Price shall be quoted for performing the Contract strictly in accordance with the Scope of Works.

The Bid Price quoted by the Bidder shall be firm during the Bidder's performance of the Contract and not subject to variation on any account.

6.3 BoQ – Folder F

The Bid price shall be quoted in BoQ in excel format only.

Documents to be submitted in Financial Bid (Part-II):-

Corr. Cl.	Folder	Documents to be uploaded by the Bidder
6.2	Folder "E"	Bid Form indicating Bid Price, Attachment 1 in Section-IV.
6.3	Folder "F"	Bid Price (BOQ in excel format).

7. COMPLETION AND SUBMISSION OF BID

7.1 Completion of Bids

7.1.1 Techno-commercial Bid

- (1) The Techno-commercial Bid shall not contain any information regarding Bid Prices and other financial matters except the Bid Document Fees and Bid Security pursuant to Clause 5 in this instruction.
- (1) The Bidder shall submit the Techno-commercial Bid shall consist of four (4) folders. The first folder will contain the Bid Document Fees; the second folder will contain the Bid Security; , the third folder will contain the statutory and qualification documents and the fourth folder will contain technical proposals pursuant to Clause 5 of this Instruction.

7.1.2 Financial Bid

- 1) Financial bid of the Technically qualified bidders will be opened electronically from the web portal on the prescribed date and time and called for negotiation..
- 2) The financial bid should contain the following documents in one cover (folder) i.e. Bid submission letter and Bill of Quantities (BOQ). The Bidder is to quote the rate through on line in the space marked for quoting rate in the BOQ. In the BOQ in Excel sheet before quoting % (percentage) please select excess(+) under quoted rate in figure.

7.1.3 Others

- (1) Any interlineations, erasures or over-writing shall be valid only if they are initialed by the person or persons signing the bid with official stamp. A list of such occurrences are to be brought out in separate sheet including Section number, Clause number and Page number and submitted along with respective envelope of Techno-commercial and/or financial bid.
- (2) The Bid shall be signed by the Bidder himself or for and on behalf of the Bidder by an officer or officers with Power of Attorney as the case may be. **A notarized copy of such Power of Attorney shall be submitted** with the Bid pursuant to Clause 5 in this Instruction.

7.2 Submission of Bid

All the documents for the Techno-commercial Bid and Financial Bid shall be submitted through e-tender system and the physical documents if any shall be submitted to the address and at the time & Date designated by the Board as follows

Address:

**Chief Engineer
West Bengal Pollution Control Board
ParibeshBhaban, 10A, Block LA, Sector – III
Salt Lake, Kolkata - 700098
Ph: 91-33-2335 1675 (D)/ 23359088(EPABX)
Fax: 91-33-2335 1675**

The Bids received after the specified time and date here above for whatever reason shall be declared “Late” and rejected and returned unopened to the bidder.

Bids in the form of Telex, facsimile, telegraph or email, will not be accepted. Only the complete documents specified above, received through e-tender and physical documents in hard copies at the place and time will be considered.

The Bid once opened shall not be returned to the Bidders regardless of the result of the Bid. This will apply to both the Techno-commercial and financial bids in case a bidder is not qualified at the stage of Techno-commercial evaluation.

The Bidder have to deposited/dropped the following documents physically in the Tender Box kept in Ground floor of ParibeshBhawan :

- a) **Tender Cost** : The Bidders have to deposit/dropped Rs.1000.00 (Rupees one thousand) only in form of crossed Demand Draft/ Pay Order/ Bankers' Cheque in favour of “West Bengal Pollution Control Board” payable at Kolkata as Tender Cost in the Tender Box kept in Ground floor of ParibeshBhawan . In case of non-submission of cost of TENDER document, the TENDER is summarily rejected.
- b) **Bid Security/Earnest Money** : The bidders have to deposit an Earnest Money of amounting to Rs.30,000.00 (Rupees thirty thousand) only in form of crossed Demand Draft/ Pay Order/ Bankers' Cheque or Bank Guarantee (as per format in attachment 3) in favour of “West Bengal Pollution Control Board” payable at Kolkata. In case of non-submission of cost of TENDER document, the TENDER is summarily rejected.

Note: 1) Failure of submission of any of the above mentioned documents will render the tender liable to summarily rejected.

- 2) **Bidder must download Tender Documents, Instructions to the Bidders, Scope of Works, Forms of Technical Proposal, Forms of Financial Proposal and Other Terms and Conditions of Contract, all other addendum, Corrigendum etc. whatever documents uploaded by the Board in the web under the NIT and must go through carefully before quoting his rate. These documents are not necessarily be uploaded by the bidder.**

7A. EVALUATION CRITERIA OF THE BID UNDER COMBINED QUALITY CUM COST BASED SYSTEM (CQCCBS):-

7A.1. Technical proposals will be allotted weightage of 70% while the financial proposal will be allotted weightages of 30%.

7A.2. Proposal with the lowest cost will be given a financial score of 100 and other proposal given financial scores that are inversely proportional to their prices.

7A.3. The total score, both technical and financial shall be obtained by weighting the quality and cost scores and adding them up.

7A.4. Highest Point Basis – On the basis of combined weighted score for quality and cost, the consultant shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc.. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract.

For example the following procedure can be followed. In a particular case of selection of consultant, it was decided to have minimum qualifying marks for technical qualifications as 75 and the weightage of the technical bids and financial bids was kept as 70: 30. In response to the bid, three proposal, A,B and C were received. The Bid evaluation committee awarded them 75, 80 and 90 marks respectively. The minimum qualifying marks were 75. All the three proposals were, therefore, found technically suitable and their financial proposals were opened after notifying the date and time of bid opening to the successful participants. The Bid evaluation committee examined the financial proposals and evaluated the quoted prices as under:-

<u>Proposal</u>	<u>Evaluated Cost</u>
A	Rs.120/-
B	Rs.100/-
C	Rs.110/-

Using the formula LEC / EC , where LEC stands for lowest evaluated cost and EC stands for evaluated cost, the committee gave them the following points for financial proposals :-

Proposal A: $100/120 = 83$ points
Proposal B: $100/100 = 100$ points
Proposal C: $100/110 = 91$ points

In the combined evaluation, thereafter, the evaluation committee calculated the combined technical and financial score as under:

A: Technical – $75 \times 0.7 + \text{Financial } 83 \times 0.30 = 77.4$ points. – H-3
B: Technical – $80 \times 0.7 + \text{Financial } 100 \times 0.30 = 86.0$ points.- H-2
C: Technical – $90 \times 0.7 + \text{Financial } 91 \times 0.30 = 90.3$ points.- H-1

8. OPENING AND EVALUATION OF TECHNO-COMMERCIAL BID

8.1 Opening of Techno-commercial Bid

Techno-commercial Bid will be opened first at **15.00 hrs** on the date for opening of the Bid and at the place specified in Sub-clause 7.2 here above. Bidders or their representatives may attend at the time of opening.

8.2 Confidentiality of the Process

Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of the contract shall not be disclosed to bidders or any other person not officially concerned with such process. Any effort by a bidder to influence the Board's processing of Bids or award decisions may result in the rejection of the Bidder's Bid. The request for clarification and the response shall be in writing or by fax, but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Board in the evaluation of the bids in accordance with the clause 11.2 of these instructions.

8.3 Clarification of Techno-commercial Bids

To assist the Techno-commercial examination and evaluation of bids, the Board may, at its discretion ask the bidder for a clarification of its Techno-commercial bid. All responses to request for clarification shall be in writing, and **no change in the price bid shall be sought, offered or permitted.**

8.4 Preliminary Examination

The Board will examine the Techno-commercial Bids to determine whether they are complete, whether the documents have been properly signed and whether the Techno-commercial Bids are generally in order. **Any Techno-commercial Bid found to be non-**

responsive for any reason i.e. non-submission Bid Document Fees ,non-conformity of bid security, or not meeting any criteria pursuant to any clause of ITB etc. will be rejected by the Board. No further Techno-commercial evaluation shall be carried out for such bidders.

Prior to detailed evaluation of Techno-commercial bids, pursuant to clause 8.5, the Board will determine the substantial responsiveness of each Bid to the Bidding Documents including acceptable quality of goods offered pursuant to clause 2.4 & 2.5. A substantially responsive Bid is one, which conforms to all terms and conditions of the Bidding Documents without material deviations, objections, conditionality or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the contract; (ii) that limits in any substantial way, inconsistent with bidding documents, the Owner's rights or the successful Bidder's obligations under the Contract; or (iii) whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.

No deviation, whatsoever, is permitted by the Owner to the provisions relating to the following clauses (important Conditions):

- (a) Bid security (ITB Clause 4.5).
- (b) Resolution of Disputes (OCC clause 24),
- (c) Applicable law (OCC. clause 26),
- (d) Taxes & duties (OCC Clause 10),
- (e) Performance security (ITB Clause 14 & OCC Clause .11),
- (f) Force Majeure (OCC Clause 22).

A bid with deviation to any of the above clauses (important Conditions) will be liable to be rejected.

The Owner's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive, it will be rejected by the Owner, and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

8.5 Evaluation of Techno-commercial Bid:-

- (1) Techno-commercial bid will be opened by the Tender Evaluation Committee Intending tenderer may remain present if they so desire. Statutory & Qualifying Cover (folder) would be opened first & if found in order and correct Technical proposal Cover (folder) will be opened. If there is any deficiency in the Statutory & Technical proposal documents the tender will summarily be rejected.
- (2) Decrypted (transformed in to readable formats) documents of the technical proposal cover will be downloaded for evaluation.
- (3) List of technically qualified tenderers would be uploaded.
- (4) The Board will determine the responsiveness of the Techno-commercial Bids for the invitation of opening of Financial Bid if the Techno-commercial Bid meets satisfactorily technical specification and any other information, which the Board consider relevant.

- (5) If a Bidder is found not substantially responsive to the technical requirement, the Techno-commercial Bid will be rejected and the subsequent information as to opening of the Financial Bid will not be notified.
- (6) If the Techno-commercial clarifications are required by the Board to any part of the Techno-commercial Bids, the Bidder will be requested to clarify the same in writing.
- (7) Quotation will be opened by the Tender Evaluation Committee formed by the WBPCB. The decision of the Tender Evaluation Committee will be final and absolute in this respect.
- (8) Scanned Copy of one affidavit before Notary will have to be submitted mentioning the correctness of the submitted documents and a declaration of penalty, black listing, debarment etc. faced by him under any Govt./Semi-Govt./Autonomous body/Institution through on line at desired location .
- (9) Partnership Firm should submit necessary deed at desired location through online.

During evaluation, the Tender Inviting Authority may summon of the tenderers & seek clarification/ information or additional documents or original hard copy of any of the documents already submitted & if they are not produced within the stipulated time frame, their bid will liable for rejection.

8.6 Evaluation Criteria of Techno-commercial Bid

The Bidder who fulfills the requirement specified under Qualification Requirement (**Clause 2.5**) will be short listed based on highest score. Under the Qualification Requirement a minimum threshold limit has been set for each parameter like technical experience , adequacy Technical approach and methodology, organization staffing, Functional Planning (Work Plan) , General aesthetics)Façade and Side Elevation), compatibility, feasibility and economy in connection to maintenance and key professional assignment etc. and financial strength. Bidders not meeting the minimum threshold limit will not be considered for detailed techno-commercial evaluation.

Points to be considered for evaluation of Techno-commercial Bids:- Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals(FTP) are:

Item	Criteria / Sub-Criteria	Marks	
(A)	Specific 7 years' experience of the Consultants relevant to the assignment		5
(B)	Adequacy of the proposed methodology and work plan in responding to the Terms of Reference		15
	a)Technical approach and methodology	10	
	b) Organization and staffing	5	
(C)	Planning, Design and Lay-out		50
	a. Functional Planning (Work Plan)	30	
	b. General Aesthetics (Facade and Side Elevation)	10	

	c. Compatibility, feasibility and economy in connection to maintenance	10	
(D)	Key professional staff qualifications and competence for the assignment		30
	Team Leader – Should have a graduate degree in Architecture from reputed University/College and member of Council of Architect) with 10 years’ experience–	10	
	Structural Engineer – Should have a master’s degree inStructural designing from reputed University/College with 8 years’ experience	6	
	Electrical Engineer -Should have a graduate degree in Electrical Engineering from reputed University/College with 8 years’ experience -	3	
	Mechanical Engineer – B.E (Mechanical) - with 8 years’ experience	3	
	Site Engineer- (Diploma in Civil) -having at least 5 years’ experience-	3	
	Apart from above , the Consultant/Firm should have the experts in Public Health Engineering, Landscape Architecture, HVAC	5	
	Total Score		100
The number of points to be assigned to each of the positions or disciplines mentioned in (D) above shall be determined considering the following three sub-criteria and relevant percentage weights:			
1	General Qualifications		30%
2	Adequacy for assignment (Exp. Specific to the assignment)		60%
3	Experience in region and language		10%
	Total Weight		100%

- The overall rating (on the technical bid) will be made on 100 marks based on (A) , (B), (C) and (D) above.
- **The minimum technical score (St) required to pass is: 75Marks.**

Financial bid of of the Technically qualified bidders will be opened for financial evaluation.

9. NOTIFICATION OF SUCCESSFUL TECHNO-COMMERCIAL BID

After completion of evaluation of Techno-commercial Bid, the Board will notify the list of the technically qualified bidders, and also notify the date and venue for the opening of the Financial Bid.

10. OPENING OF FINANCIAL BID

The opening time and date for the Financial Bid are to be notified by the Board through e-tender system.

11. EXAMINATION OF FINANCIAL BID

- 11.1 After opening of the Financial Bid, the bid evaluation committee of the Board will evaluate the proposals as per criteria mentioned in clause 7A above and determine the rank of the Bidders..

A Financial Bid determined as nonresponsive will be rejected.

The Board may waive any minor informality or non-conformity or irregularity in a Financial Bid which does not constitute a major deviation or reservation provided such waiver does not prejudice or affect the relative ranking of Bidder.

If there is any discrepancy between words and figures, the amount in words will prevail.

The Financial Bid which is incomplete or conditional will be rejected.

The Financial Bid shall not be returned to the Bidder regardless of the result of the Bid.

12. EVALUATION AND COMPARISON OF FINANCIAL BID

12.1 Evaluation Procedure

The Board will evaluate the Bids as per criteria mentioned in clause 7A and 8.6 and determined the rank of the bidders. The Board reserves the right to reject any bid or bids received at its discretion without assigning any reason whatsoever.

NOTE:

Taxes and duties shall not be considered for the purpose of evaluation.

12.2 Clarification on Financial Bid

For the purpose of examination, evaluation and comparison of the Financial Bid, the Board may at his discretion request the Bidder in writing to clarify his Financial Bid, but no change in the Bid Price or substance of the Bid will be sought, offered or permitted.

13 AWARD OF CONTRACT

1. Award of Contract to Successful Bidder

The Board will award the Contract to the successful Bidder:

1. Whose Bid will be determined to be responsive to this Bidding document and who will be determined by the Board, to be qualified technically, financially and obtained highest point.
2. The Board reserves the right to reject any bid or bids received at its discretion without assigning any reason whatsoever.
3. The award of the contract will be made after all clearances from the competent authority of the Board.

2. Notification of Award (NOA)

Prior to the expiration of the Bid validity pursuant to Sub-clause 4.6 in this Instructions, the Board will notify the successful Bidder in writing by registered letter or by facsimile to confirm that its Bid has been accepted.

The notification of award will constitute the formation of the Contract.

Upon the successful Bidder's furnishing of the Performance Security pursuant to Clause 14 the Board will promptly notify each unsuccessful Bidder and will discharge their Bid Security pursuant to Sub-clause 4.5.

3. Signing of Contract

Within thirty (30) days of the receipt of notification of award from the Board, the successful Bidder shall sign and date the Contract.

The Contract shall take the form of Other Terms and Conditions of Contract attached to Section E and such modifications as may be necessary.

The Bidder shall prepare at his own cost three (3) original and one (1) bound copy of the Contract including the Contract Form attached to the Other Conditions of Contract for distribution to the parties concerned.

14. PERFORMANCE SECURITY

The Consultants shall be required to submit Within ten (10) days of notification of award from the Board, acceptable Bank Guarantee for an amount Rs.1,00,000/- (Rupees one lakh thousand) towards Performance Security. The performance security shall be in the form of bank guarantee issued by a Nationalized Bank and Schedule Commercial Bank in accordance with **Attachment 4** "Performance Security Form". The validity of the Bank Guarantee shall cover the entire duration of the consultancy period plus 3 months. The Demand Draft of the earnest money would be refunded after submission of this Bank Guarantee. The Bank Guarantee(s) shall be released after satisfactory completion of the assignment:

The Bank Guarantee shall be extended (if required) **at least 30 days prior to date of expiry of the Bank Guarantee**, failing which the same shall be encashed by the Board/Owner. This shall be applicable for all the subsequent extensions up to 45 days after the expiry of validity of the Contract.

Failure of the successful Bidder to comply with the requirement of Sub-clause 13.3 or Clause 14 in these Instructions shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security in which event the Board may make the award to the second high ranked Bidder or call for new Bids.

15. EXPENSE OF BID

Under no circumstances the Board will be liable to the Bidder for any expenses, losses or damages whatever incurred in the Bid including but not limited to expenses, losses or damages associated with preparation of the Bid, visits to the Site and all matters in connection with the Contract negotiations and signing regardless of the conduct or outcome of the bidding process.

16. RESPONSIBILITY FOR INFORMATION SUPPLIED

Prior to the final time and date for submission of the Bids, no representation, communication, explanation or statement, verbal or written, made to the Bidder or anyone else by the Bidder or any of their employees or authorized representatives other than as may be set out in amendment issued in accordance with Sub-clause 3.6 in this Instructions shall bind the Bidder in the exercise of their powers and duties under the Contract.

The information given in the Bidding Documents is the best in the possession of the Board, but the Board does not hold himself responsible for its accuracy.

17. OTHER POINTS:-

- (1) Applicants are advised to study the TENDER documents carefully before participating. It shall be deemed that submission of application by the applicant has been done after their careful study and examination of the TENDER document with full understanding to its implications. All participants are requested to visit the sites and satisfy themselves about local conditions and also other matters that may be required in connection to the work. Such matters should be duly taken care of during the work.
- (2) The applicant is responsible for all costs incurred in connection with participation in this bidding process , including participation in meeting / discussions/ presentations. Preparation of proposal in providing any additional information required by Employer / WBPCB to facilitate the evaluation process and in negotiating a definitive service Agreement or all such activities related to the bid process. This TENDER does not commit the Employer/WBPCB to award a contract or to engage in negotiation. Further no reimbursable cost may be incurred in anticipation of award.
- (3) Applicant is expected to examine all instructions forms, terms , specifications and other information in the TENDER document. Failure to furnish all information required by the TENDER documents or to submit application not substantially responsive to the TENDER documents in every respect will be at applicants risk and may result in the rejection of its application.
- (4) The application shall be signed by the person on behalf of the organization having necessary authorization/power of attorney to do so. Each page of application shall be signed (copy of Power Attorney /(Memorandum of association shall be furnished along with the application and original should be produced subsequently for verification and return)
- (5) Intending applicants are required to submit their full Bio-Data giving details about their organization ,proven competence to handle major works, in house computer aided facilities etc.

- (6) The applicant may engage the services of well qualified specialists or consultants pertaining to services relevant to the work at his own risk and cost and no extra payment will be made by Employer/WBPCB in this regard.
- (7) The total consultancy fee shall be duly filled up as per BoQ in excel format in folder – F under Section - D. The consultancy fee shall be excluding GST and any other taxes as applicable. Deduction of Income Tax etc. will be made at source at the time of making payment.
- (8) Selection of Consultant will be based on **Combined Quality Cum Cost Based Selection (CQCCBS) method.**
- (9) The applicant will give a concise, complete and logical description of how the consultant's team will carry out the services to meet all requirements.
- (10) If any file (like drawing etc.) could not be uploaded due to shortage of space , then the bidders are requested to submit the said Document physically in the Tender Box.
- (11) Documentary evidence establishing the general and overall experience of the firm should be submitted.
- (12) Documentary evidence establishing the applicant's technical eligibility and financial eligibility should be submitted.
- (13) Board/owner shall not consider any application that arrives after the dead line for submission of application.
- (14) This application will be valid for 120 days from the opening of the Tender document.
- (15) Mere submission of tender documents will not confer to applicants any right for receiving or carrying out the tendered job. WBPCB reserves the right to accept/reject one or all proposal or stop the process of approval at any stage, at its sole discretion without assigning any reasons and shall bear no liability whatsoever consequent upon such a decision. Details indicating the assignment, eligibility, selection criteria and mode of submission of documents are as given below:

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SECTION – B

SCOPE OF WORKS

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1. Scope of Work - Services to be rendered by the Architects:-

The scope of work of the project entails the following:

The Consultant shall render the following services in connection with and in regard to the said works including **site supervision of the project**.

Proposed requirement (Planning Purpose) :

Haldia Regional office-cum-laboratory building with Employees residential complex	
Area of Plot 0.66 Acre	
(Site Plan enclosed)	
Parking & Office Block	1200 sq.m.
Laboratory Block	600 sq.m.
Residential Block	1000 sq.m.

(A) At the time of submission of Tender :

1. The Consultant may visit the sites prior to submission of Tender by their own for better understanding of the location, preparation and submission of schemes comprising Concept, Architectural plan, elevation & three dimensional perspective view from different angles as per Employer's requirements. Each Bidder may be allowed to submit maximum two different Concepts, Architectural Plans, elevation & perspective view. The financial bid of technically qualified Bidders will be opened for financial evaluation.
2. For selection /finalization of the offer/bid, the participants will have to make PowerPoint presentation of their architectural design before the Bid evaluation committee constituted by the State Board.
3. The participants will have to arrange for laptops, computer etc.

(B) After awarding of Job :

1. Take Employer's instructions, visit the site, preparation of plans as per Employer's requirements including preparation of alternatives and carrying out necessary revisions till the sketch plans are finally approved by the Employer in accordance with the local governing codes/standards, regulations etc. making approximate cost based on unit cost and submit along with a detailed project report of the scheme so as to enable the Employer to take a decision on the sketch designs/plan.
2. Submit a proper PERT/BAR CHART incorporating all the activities such as preparation of working drawings, structural drawings, detailed drawings, NIT, preparation of tender documents, evaluation of tender & recommendation for selection of contractor, supervision for construction work at site.

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3. The building design must conform to the prevailing rules of the Sanctioning Authority. Fire safety norm must be as per relevant B.S. codes and National Building code. For obtaining clearance from different Authorities, all fees should borne by the employer/WBPCB and the selected bidder will have to play the role of the facilitator.
4. The vetting for Structural Designs of the Building would be done by IEST (formerly BESU), JU, IIT- Kharagpur or any recognized Govt. Engineering College/Institute as agree upon by WBPCB and the fees for the same would have to be borne by the Consultant.
5. Prepare required detailed drawings on receipt of approval of the sketch plans by the Employer. submit drawings to municipal or any other appropriate authorities, maintain liaison with local municipal corporation, government authorities for obtaining approval of the plans, commencement certificate, plinth checking certificate, completion certificate, occupation certificate etc. as per the regulation of local authorities and obtain their approval/sanction, completion and occupation.
6. Testing of soil, determination of bearing capacity and other properties of soil, preparation of Detailed Project Report (DPR), detailed design/drawing of architectural plan/elevation, structural calculations and drawings, detailed design/drawings for water supply and drainage, electrical installations including HT/LT sub-station, Green DG set, fire-fighting job, HVAC system, Lift, Landscaping, sanitary & plumbing, Security system, Data/Voice system and other ancillaries etc. as applicable, detailed estimates of cost, rate analysis for all items, take off sheets and all such other particulars as may be necessary for preparation of bill of quantities.
7. Prepare prequalification document if required by the WBPCB/Employer, scrutinize the applications for shortlisting of the contractors for various trades, forward recommendations to the Employer for selection of the contractors.
8. Prepare detailed tender documents for the above noted work complete with articles of agreement, special conditions, conditions of contract, specification, bill of quantities, including detailed analysis of rates based on PWD schedule rates, market rate analysis in case non-availability of PWD schedule duly approved by the Board, time and progress charts, etc.
9. The assessment report shall be based on proper analysis of rates with constants from an approved PWD/CPWD schedule rates or Equivalent and market rates of materials and labour for major items of works costing about 90% of the estimated cost of the work.
10. All commercial conditions shall be evaluated in financial terms instead of merely saying whether a condition may be accepted or not.

11. When conditions are not susceptible of evaluation, the alternative procedure of calling all the tenderers for negotiation by asking them to submit a final bid based on a set of common terms and conditions acceptable to the WBPCB may be adopted.
12. Prepare contract documents for all trades and getting them executed by the concerned contractors.
13. Prepare for the use of the Employer, the Consultant and site staffs etc., 6 copies of contract documents for all trades including all drawings, specifications, and other particulars. Prepare such further details and working drawings as are necessary for proper execution of the works.
14. Assume full responsibility for supervision and proper execution of all works by General and Specialist Contractors who are engaged from time to time, including control over quantities during the execution to restrict variation, if any, to the minimum. The architects shall ensure that the contractors comply with the Labour laws.
15. No deviations or substitutions should be authorized by the Architect/ Consultant without working out the financial implication, if any, to the Consultant and obtaining approval of the Employer..
16. Checking measurements of works at site done by the Contractor. Checking contractor's bills, issuing periodical certificates for payments. The Measurement Book & the R/A & Final bill shall be approved by Employer before finalization of the payment. Architects shall assume full responsibility for all measurements certified by them. It shall be mandatory on the part of the Consultant to check the measurements of various items. The prescribed format for certification of bills is as under:-

“Certified that the various items of work claimed in this running bill/ final bill by the contractors have been completed to the extent claimed and at appropriate rates and that the items are in accordance with and fully conforming to the standard/prescribed specifications and drawings. We further certify that we have checked the measurements of various items as necessary claimed in this bill. Hence the bill is recommended for payment of Rs.....”

Date:.....

(Signature of the Architect)

17. The Consultant shall endorse the above certification in the relevant Measurements Books also.
18. Working out theoretical requirement and actual consumption of cement, steel and any other material, if and as specified in the tender, on a regular basis for each bill. In this case a register to be maintained and authenticated by the Employer time to time.

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19. Certify after test/commissioning/final inspection and check as the case may be, the completion of the work and/or satisfactory functioning of the system in services and utilities as the case may be.
20. On completion of the work/satisfactory functioning of the service system and certification of completion/satisfactory commissioning prepare and supply four sets of "as-built" drawings with relevant calculations of the design/engineering for the records of the Employer/WBPCB. The Architects shall verify and confirm that identification marks are made on all service installations/ cables/wiring, etc. as the case may be, to carry out future additions/alterations/maintenance jobs.
21. Wherever the work involves any structural additions/alterations, the Architect shall furnish one complete set of structural design, calculations and structural designs for the Employer's records. Obtain permission from local authorities for facilities and services as a result of addition, alteration and modification wherever required.
22. Complete requisite formalities and obtain necessary service connections such as water supply, electrical, drainage, sewerage and other services from local authorities.
23. Take timely action for revalidation of plans from local authorities as applicable.
24. Obtain final building completion and /or occupation certificate and secure permission of municipality, fire department, other concerned authorities for lift, HT/LT sub-station etc. and any such other authorities as per the byelaws/laws/regulations/rules etc. for occupation of the building and refund of deposit if any, made by the Employer/WBPCB to the Municipality or any such other authority, as applicable.
25. Assist the Employer in all arbitration proceedings between the contractors and the Employer/WBPCB. The Architect also defends the Employer in such proceedings and prepares report/replies to the claims of the contractor.
26. Advise the Employer/WBPCB well in advance regarding steps to be taken by the department to discharge Employer's responsibilities in execution of contract agreements and for smooth and speedy progress of work.
27. The Consultant shall hold periodical review meetings (at least once in a month and maximum as per situation) with the Employer/WBPCB along with Bidder for smooth completion of work.
28. The Consultant shall post/stationed one Civil Engineer (Diploma) having at least 5 years' experience, at the site as their representative for day to day supervision, measurement of work and liaison with the Employer/WBPCB. The Engineer shall be available at the site from the date of start of work to completion of work and finalization of contractors' bills. The Consultant will be considered as principal employer of the engineer for all purposes.

West Bengal Pollution Control Board

29. During planning stage, the Consultant/representatives shall visit WBPCB's office for finalization of plan, quantity estimates, rate analysis and tender documents or for any other purpose in connection with the work as required by the Employer/WBPCB
30. During execution of the work, the Consultant shall visit the site (minimum 1 visit in a week and maximum as required by Employer) for inspection and quality surveillance, certification of contractors' bills, obtention of commencement certificate, plinth level certificate as per the regulations of the local authorities, preparing other details and drawings as may be required.
31. The Consultant shall visit the office of Municipality and any other such authorities for approval of building plan, obtention of commencement certificate, plinth level certificate, water supply connection, sewer connection, fire clearance, completion certificate, occupation certificate, or any other certificate required to be obtained as per Municipal authorities and or any other local authorities as per building byelaws/ laws/rules/regulations etc. and obtain the same, as applicable.
32. The Consultant shall provide soft copy of all drawings on Auto cad format, detailed estimate or any other calculations in M.S Excel format, Tender documents in M.S Word format, structural analysis and design in Staad format or any other formats as desired by the Employer/WBPCB.
33. The Consultant shall enter into an agreement with the Employer in the prescribed form of agreement attached with this tender.
34. The Consultant shall be wholly responsible for the successful completion of the project in all respects consistent with safety and structural stability from the inception up to the handing over for occupation to the Employer/WBPCB.
35. All services as stated above and as stated in the scope of work and any other services connected with the works usually and normally rendered by the Consultant but not referred to herein above.
36. The fees quoted by the architects shall include all the above mentioned services required to be provided by the architects in connection with this project.
37. Time Schedule for deliverables:-

TIME SCHEDULE

Sl.	Description of Work	Completion Date
1	Completion of planning, design, preparation of DPR, BOQ/Estimate & final acceptance by the Employer	Within 2 months from the date of signing the contract
2	Tender procedure for selection of works Bidder	Within 4 months from the date of signing the contract
3	Execution/construction of works	Within 20 months from the date of signing the contract

Quality Control

1. Monitor the quality of the work and control the quality as per specification, relevant codes and as per sound engineering practices.
2. Maintain the registers for mandatory tests to be conducted for all materials before incorporation in work.
3. Inspect and approve the materials at site as per specifications before they are used in work.
4. Shall be responsible for obtaining good workmanship with respect to lines, levels and plumb at all stages of work with reference to working drawings and shall ensure correct dimensions of all elements.
5. Shall ensure that work proceeds as per tender conditions and specifications. All material brought to site shall be of approved quality and make, rejected material is removed from site and work executed is of high standard, good workmanship and desired quality.

REPORTS

The Consultant will prepare and submit the following reports (as given below) to the Employer on the format prepared by the consultants and as approved by the Employer (except for commencement report)

Sl No	Report	Frequency	Due Date/ Time	No. of Copies
1.	Commencement Report	One time	15 days after commencement of services.	2
2.	Monthly Progress Report (MPR)	Every month	10 th of the following month	2
3.	Final Report	One time	Within 15 days of completion of services/ contract.	2

The Commencement Report shall contain the detail of all meetings held with the Client and the Bidder and decisions taken therein, the resources mobilized by the Consultants as well as the Bidder and the Consultants' perception in the management and supervision of the maintenance works. The Report shall also include the work Programme and Resource Mobilization for the Project.

The Monthly Progress Report (MPR) shall contain detail of all meetings, decisions taken therein, mobilization of resources (Consultants' and the Bidder), detailed compliance report of each activity, progress and the projected progress for the forthcoming periods. The Report shall clearly bring out the delays, if any reasons for such delay(s) and the recommendations for corrective measures.

FINAL REPORT

The consultant will prepare a comprehensive final completion report after completion of the work. The report shall incorporate summary of the method of maintenance supervision performed, problems encountered and solutions undertaken thereon and recommendations for future projects of similar nature to be undertaken by the employer.

SCHEDULE OF SERVICES: The Architect shall, after taking instructions from the Client, render the following services:

CONCEPT DESIGN [STAGE 1] :

Soil Investigation, Ascertain Client's requirements, examine site constraints & potential ; and prepare a design brief for Client's approval.

Prepare report on site evaluation, state of existing buildings, if any ; and analysis and impact of existing and/ or proposed development on its immediate environs.

Prepare drawings and documents to enable the Client to get done the detailed survey and soil investigation at the site of the project.

Furnish report on measures required to be taken to mitigate the adverse impact, if any, of the existing and / or proposed development on its immediate environs.

Prepare conceptual designs with reference to requirements given and prepare rough estimate of cost on area basis.

PRELIMINARY DESIGN AND DRAWINGS [STAGE 2] :

Modify the conceptual designs incorporating required changes and prepare the preliminary drawings, sketches, study model, etc., for the Client's approval along with preliminary estimate of cost on area basis.

DRAWINGS FOR CLIENT'S/ STATUTORY APPROVALS [STAGE 3] :

Prepare drawings necessary for Client's/ statutory approvals and ensure compliance with codes, standards and legislation, as applicable and assist the Client in obtaining the statutory approvals thereof, if required.

WORKING DRAWINGS AND TENDER DOCUMENTS [STAGE 4] :

Prepare working drawings, specifications and schedule of quantities sufficient to prepare estimate of cost and tender documents including code of practice covering aspects like mode of measurement, method of payments, quality control procedures on materials & works and other conditions of contract.

APPOINTMENT OF CONTRACTORS [STAGE 5] :

Invite, receive and analyse/evaluate tenders; advise Client on appointment of contractors.

CONSTRUCTION [STAGE 6] :

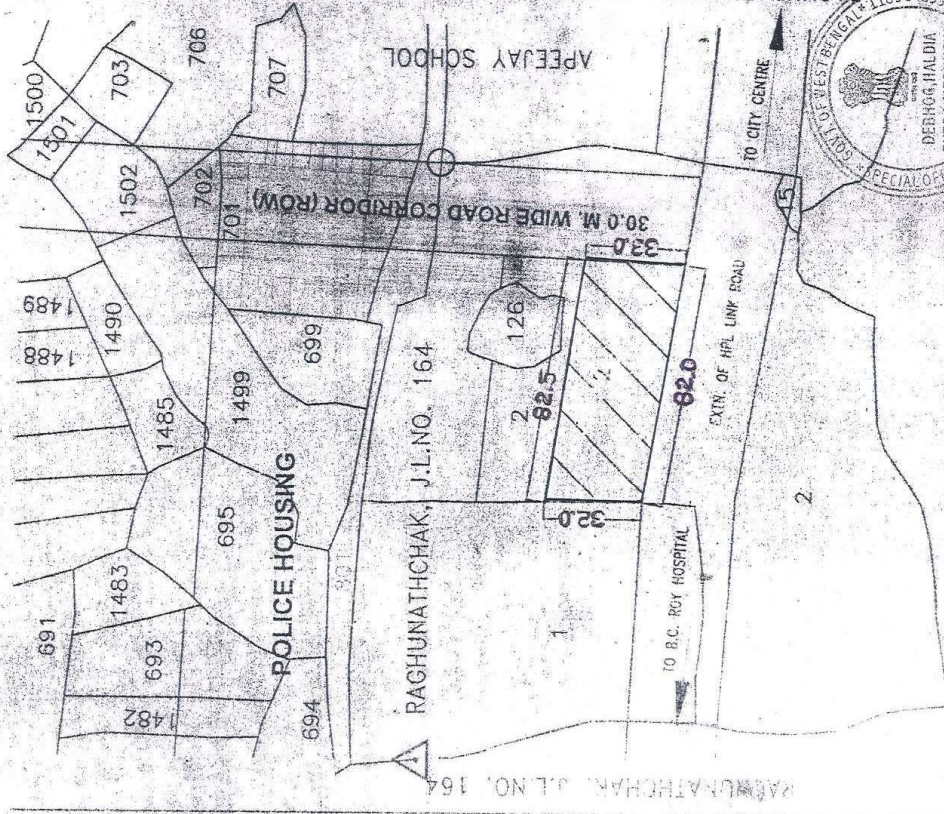
- Prepare and issue working drawings and details for proper execution of works during construction.
- Approve samples of various elements and components.
- Check and approve shop drawings submitted by the contractor/ vendors.
- Visit the site of work, at intervals mutually agreed upon, to inspect and evaluate the Construction Works and where necessary clarify any decision, offer interpretation of the drawings/specifications, attend conferences and meetings to ensure that the project proceeds generally in accordance with the conditions of contract and keep the Client informed and render advice on actions, if required.
- In order to ensure that the work at site proceeds in accordance with the contract documents/ drawings and to exercise time and quality controls, the day-to-day supervision will be carried out by an Engineer (Diploma holder), who shall work under the guidance and direction of the Architect.
- Issue Certificate of Virtual Completion of works.

COMPLETION [STAGE 7] :

- Prepare and submit completion reports and drawings for the project as required and assist the Client in obtaining "Completion/ Occupancy Certificate" from statutory authorities, wherever required.
- Issue two sets of as built drawings including services and structures.

BAR GHASHIPUR J.L.NO. 156

BAR GHASHIPUR J.L.NO. 156



RAGHUNATHCHAK, J.L.NO. 164

AREA HANDED OVER SHOWN THUS

Plot Schedule
 Area of land - 0.66 acre.
 Plot No. - 02 (Fort)
 Mouza - Raghunathchak
 J.L. No. - 164
 P.S. - Bhabanipur
 Dist. - Purba Medinipur

OFFICE OF THE CHIEF EXECUTIVE OFFICER
 HALDIA DEVELOPMENT AUTHORITY
 (A STATUTORY AUTHORITY UNDER GOVT. OF WEST BENGAL)

PLAN OF 0.66 ACRE OF LAND IN MOUZA - RAGHUNATHCHAK,
 J.L. NO.-164, P.S. - BHABANIPUR (Formerly Sutabati)
 LAND ALLOTTED TO - WEST BENGAL POLLUTION CONTROL BOARD
 PURPOSE OF ALLOTMENT : Construction of Office-cum-Laboratory
 Building at Haldia

	SCALE 1:2000	JOB NO. - 496	DATE -
DRAWN BY CHECKED BY	SIGNED BY	APPROVED BY	
SURVEYOR	LAND MANAGER/ HDA	AEE/HDA	CEO/HDA

Site Plan

Attachment 1, FORM OF QUESTIONNAIRE

<Letterhead of the Bidder>
FORM OF QUESTIONNAIRE

BIDDING DOCUMENTS

CONSULTANCY SERVICES FOR PLANNING, DESIGN/DRAWING, PREPARATION OF DPR, BOQ & SUPERVISION ETC. IN CONNECTION WITH CONSTRUCTION OF PROPOSED HALDIA REGIONAL OFFICE-CUM-LABORATORY BUILDING WITH EMPLOYEES' RESIDENTIAL COMPLEX AT R.S. PLOT NO.-2(P), MOUZA RAGHUNATHCHAK , J.L. NO.-164, PS : BHABANIPUR (FORMERLY SUTAHATA), DIST. – PURBA MEDINIPUR MAINTAINING CRITERIA OF GREEN BUILDING DESIGN/CONCEPT.

Date :

To :
The Chief Engineer ,
West Bengal Pollution Control Board
ParibeshBhaban, 10A, Block LA, Sector – III
Salt Lake, Kolkata - 700098

From : Name of Bidder
 Address
 Name of Representative
 Position
 Fax No.
 Email id.
 Signature

Question

Signature of the Bidder/ Authorized Representative

SECTION – C

Form of Technical Bid

Technical Bid Letter :

To
The Chief Engineer,
West Bengal Pollution Control Board,
“ParibeshBhawan” 10A, Block-LA, Sector-III
Bidhannagar, Kolkata – 700 106

Ref.No.:WBPCB/B.Cell-03/2017-18 (e-03) dated : 22/09/2017

Sir/Madam,

We hereby declare

1. We hereby offer to provide the services at the prices and rates mentioned in the Commercial Bid .
2. We do hereby undertake, that in the event of acceptance of our bid, the Services shall be provided as stipulated in the schedule to the Bid document and that we shall perform all the incidental services.

We agree to abide by our offer for a period of 120 days from the date fixed for opening of the Technical Bids and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the tender and the conditions of the Contract applicable to the tender and we do hereby undertake to provide services as per these terms and conditions.

Certified that the Tenderer is a Company and the person signing the tender is the duly constituted attorney.

We do hereby undertake, that until a formal contract is prepared and executed, this bid, together with your written acceptance thereof or placement of letter of intent awarding the contract, shall constitute a binding contract between us.

Dated this Day of 20

(Signature) (In the capacity of)

Duly authorized to sign the Tender Response for and on behalf of: (Name and Address of Firm)
Seal/Stamp of bidder

Witness Signature:

Witness Name:

Witness Address:

ANNEXURE-I

Detail of the qualification works executed (Please mention only such works which qualifies the category/class for which you have applied)

Sl.No	Name of work	Work executed for (Name of the organization with address, office & telephone number)	Nature of work (in brief)	Location of work	Present value of the work	Stipulated time of completion	Actual time for completion	If work left incomplete or terminated (Furnish reason)
1								
2								
3								
4								
5								
6								
7								

(Signature of the Consultant or Authorized Representative)

ANNEXURE-II

Detail of the Major works in hand (Please mention only such works which qualifies for the category/class for which you have applied)

Sl.No	Name of work	Work executed for (Name of the organization with address, office & telephone number)	Nature of work (in brief)	Location of work	Present value of the work	Stipulated time for completion	Remarks if any
1							
2							
3							
4							
5							

Furnish the name of three responsible clients/ Persons to whom the major works carries out by the applicant with address and telephone number who will be in a position to clarify about the quality as well as past performance of your organization.

Sl. No.	Name of the Official	Organization	Address	Contact No.
1				
2				
3				

(Signature of the Consultant or Authorized Representative)

Registration/ Empanelled with Government/ public Sector/ Institution

Sl.No	Name of the Organization	Nature of Work
1		
2		
3		
4		
5		

(Signature of the Consultant or his Authorized Representative)

DESCRIPTION OF THE TECHNICAL APPROACH METHODOLOGY FOR PERFORMING THE ASSIGNMENT (Brief Outline).

Technical Approach:-

Methodology:-

(Signature of the Consultant or
his Authorized Representative)

TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical Managerial Staff

SL No.	Name	Position	Task

2. Support Staff

SL No.	Name	Position	Task

(Signature of the Consultant or his Authorized Representative)

FUNCTIONAL PLANNING (WORK PLAN)

(Signature of the Consultant or
his Authorized Representative)

GENERAL AESTHETICS (FACADE AND SIDE ELEVATION)

Signature of the Consultant or
his Authorized Representative)

COMPATIBILITY, FEASIBILITY AND ECONOMY IN CONNECTION TO MAINTENANCE,

Signature of the Consultant or
his Authorized Representative)

**KEY PROFESSIONAL STAFF QUALIFICATION AND COMTENCE FOR THE
ASSIGNMENT**

**FORMAT OF CURRICULUM VITAE FOR PROPOSED PROFESSIONAL
STAFF**

1. Name:
2. Proposed Position:
3. Age & Date of Birth:
4. Years with Firm / Entity:
5. Qualification:
6. Experience:
[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations]
7. Employment Record:
[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, Source of funding for the projects handled, types of activities performed and client reference, where appropriate.]
8. Undertaking:
I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience. Further I certify that I am available for the assignment and shall be willing to work for the entire duration of the project.

_____ Date: _____
(Signature of staff member and authorized representative of the firm)

Full name of staff member: _____

Full name of authorized representative: _____

Note: The CV shall be signed by both, the person and the Authorized Representative of the firm in original. Unsigned CVs are liable to be rejected.

Attachment 2, PROFORMA FOR FINANCIAL CAPABILITY OF BIDDER

**PROFORMA FOR FINANCIAL CAPABILITY OF BIDDER
(for a period of last three years)**

Bid No. _____ Date of Opening _____ Time _____

Name of the Bidder _____

Year	Turnover
2013 – 2014 financial year	
2014 – 2015 financial year	
2015 – 2016 financial year	
Average	

Note:

1. The annual turnover amount is to be supported by annual report.

Signature of the Authorized Representative
Name of the Person
Position

SECTION – D

Form of Financial Bid

Financial Bid Letter :

To
The Chief Engineer,
West Bengal Pollution Control Board,
“ParibeshBhawan” 10A, Block-LA, Sector-III
Bidhannagar, Kolkata – 700 106

Ref.No. WBPCB/B.Cell-03/2017-18 (e-03) dated : 22/09/2017

Sir/Madam,

We hereby declare

1 We hereby offer to provide the services at the prices and rates mentioned in the Financial Bid

2 We do hereby undertake, that in the event of acceptance of our bid, the Services shall be provided as stipulated in the schedule to the Bid document and that we shall perform all the incidental services.

We agree to abide by our offer for a period of 120 days from the date fixed for opening of the Technical Bids and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the tender and the conditions applicable to the tender and we do hereby undertake to provide services as per these terms and conditions.

Certified that the Tenderer is a Company and the person signing the tender is the duly constituted attorney.

We do hereby undertake, that until a formal contract is prepared and executed, this bid, together with your written acceptance thereof or placement of letter of intent awarding the contract, shall constitute a binding contract between us.

Dated this Day of 20 (Signature) (In the capacity of)

Duly authorized to sign the Tender Response for and on behalf of: (Name and Address of Firm)
Seal/Stamp of bidder

Witness Signature:

Witness Name:

Witness Address:

Financial Bid for proposed Haldia regional office-cum-laboratory building with Employees' residential complex at R.S. plot no.-2(P), MouzaRaghunathchak , J.L. No.-164, PS : Bhabanipur (Formerly Sutahata), Dist. – PurbaMedinipur maintaining criteria of Green Building design/concept

Name the of Bidder:-

Name of the Work	Rate of Consultancy fees in % of the estimated cost of the works to be quoted
<p>Consultancy services for planning, design/drawing, preparation of DPR, BOQ & supervision etc. in connection with construction of proposed Haldia regional office-cum-laboratory building with Employees' residential complex at R.S. plot no.-2(P), MouzaRaghunathchak , J.L. No.-164, PS : Bhabanipur (Formerly Sutahata), Dist. – PurbaMedinipur maintaining criteria of Green Building design/concept</p> <p>Note : In the BOQ in Excel Format , please select excess under quoted rate before indicate/insert the % (percentage)</p>	<p align="center">--%</p>

Signature of the Consultant or his Authorized Representative)

Schedule of payment of Consultancy Fees:-

Mode of Service	Percentage of Payment
<p>Stage 1 On Soil Investigation, submitting conceptual designs and rough estimate of cost.</p>	<p>10% of the total fees payable.</p>
<p>Stage 2 On submitting the required preliminary scheme for the Client's approval along with the preliminary estimate of cost.</p>	<p>15% of the total fees payable less payment already made at Stage 1.</p>
Stage 3	
<p>a. On incorporating Client's suggestions and submitting drawings for approval from the Client/ statutory authorities, if required.</p>	<p>25% of the total fees payable less payment already made at Stages 1 and 2.</p>
<p>b. Upon Client's / statutory approval necessary for commencement of construction, wherever applicable.</p>	<p>30% of the total fees payable less payment already made at Stages 1 to 3a.</p>
<p>Stage 4 Upon preparation of working drawings, specifications and schedule of quantities sufficient to prepare estimate of cost and preparation of tender documents.</p>	<p>40% of the total fees payable less payment already made at Stages 1 to 3b.</p>

Stage 5 On inviting, receiving and analyzing/evaluating tenders; advising Client on appointment of contractors.	45% of the total fees payable less payment already made at Stages 1 to 4.
Stage 6	
a. On submitting working drawings and details required for commencement of work at site.	50% of the total fees payable less payment already made at Stages 1 to 5.
b. On completion of 20% of the work	60% of the total fees payable less payment already made at Stages 1 to 6a.
c. On completion of 40% of the work	70% of the total fees payable less payment already made at Stages 1 to 6b.
d. On completion of 60% of the work	80% of the total fees payable less payment already made at Stages 1 to 6c
e. On completion of 80% of the work	90% of the total fees payable less payment already made at Stages 1 to 6d.
f. On Virtual Completion	95% of the total fees payable less payment already made at Stages 1 to 6e
Stage 7 On submitting Completion Report and drawings for issuance of completion/ occupancy certificate by statutory authorities, wherever required and on issue of as built drawings	100% of the fees payable less payment already made at various stages.

EFFECTIVE PAYMENT TO THE ARCHITECT:

The fee payable to the Architect shall be computed on the actual cost of works on completion. The payment due to the Architect at different stages be computed on the following basis: .

At Stage 1 : On rough estimate of cost.

At Stages 2 to 4 : On preliminary estimate of cost.

At Stages 5 to 6 : Accepted tender cost.

At Stage 7 : Actual total cost.

N.B.:

- 1) **Minimum value of the bill should be more than 1.00 lakh , otherwise it may be considered in next stage billing.**
- 2) **The percentage for progress of work should be in terms of volume of work.**
- 3) **Finally the professional Architect fees will be paid on accepted tender value. However if the variation in value of actual work done is within $\pm 10\%$, no additional fees or deduction of fees will be paid/adjusted. But , if the variation is above $\pm 10\%$, the fees will be paid on actual work done.**

During evaluation, the Tender Inviting Authority may summon of the tenderers & seek clarification/ information or additional documents or original hard copy of any of the documents already submitted & if they are not produced within the stipulated time frame, their bid will liable for rejection.

SECTION – E

OTHER TERMS AND CONDITIONS

1. INTENT OF CONTRACT

The intent and spirit of the Contract is to provide all the details for the Consultancy Service herein specified to be fully completed within the duration of the Contract.

It is hereby understood that the Consultant, in accepting the Contract, agrees to furnish any and everything necessary for such intent notwithstanding any omission in the Contract.

All matters omitted from the Contract which may reasonably be inferred to be obviously necessary for the efficient and stable completion of the Works shall be deemed to be included in the Contract and the Consultant shall be held responsible for any errors or losses which the Consultant may make due to such omissions as above.

2. PERFORMANCE OF WORKS:-

Unless otherwise provided for, the Consultancy Service shall be performed by the Consultant in compliance with S/W, OCC in this Bidding Documents issued by the Board and Contract to be concluded between the Board and the Consultant.

Unless otherwise agreed or stated, the Consultant shall bear all the cost and take all the responsibilities for the performance of all the Works.

3. USE OF CONTRACT DOCUMENTS AND INFORMATION:-

The Consultant shall not, without the Board's prior written consent, disclose the Contract, or any provision thereof, or any Design, drawing, plan or information furnished by or on behalf of the Board, Board and their authorized personnel and body in connection therewith, to any person other than a person employed by the Consultant in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

The Consultant shall not, without the Board's prior written consent, make use of any documents or information enumerated here above except for purposes of performing the Contract.

Any documents other than the Contract itself, enumerated in here above shall remain the property of the Board and shall be returned to the Board on completion of the Consultant's performance under the Contract if so required by the Board.

4. LOCATION:-

The location of the site as specified in Section – B of the S/W.

5.LANGUAGE AND CALENDAR

(I) Language

The tender shall be submitted in the prescribed form in English. All literatures and correspondence in connection with the tenders shall be made in English.

(ii) Calendar

All dates, months, years and terms referred in the Contract shall relate with the Gregorian Calendar, unless otherwise mentioned specifically.

6. SITE CONDITION:-

(I) Site Condition

The Consultant shall study the existing Site conditions, referring to the Bidding Documents carefully in order to familiarize themselves with the Design, Drawing and preparation estimate etc. The Consultant should ascertain all particulars of the location and Site conditions at their own expense.

(ii) Access to Site

The Board will give the Consultant access to the Sites in order to perform the Work during the period of validity of the Contract unless otherwise provided.

7.BOARD:-

The authorized personnel of the Board for the Project who is responsible for any coordination with the Consultant is

Chief Engineer
West Bengal Pollution control Board
10A, ParibeshBhavan, Block – LA, Sector III
Kolkata 700 106, INDIA

The Chief Engineer of the Board or any authorized representative personnel of the Board who is responsible for any coordination with the Contractor

Any correspondence to or authorization from the Board shall be made with the Chief Engineer .

8.DECLARATION:-

Tenderer must upload and submit duly digitally signed a declaration as per prescribed format for confirmation of his awareness of the contract. For any queries related to work, the intending agency may contact the office of the undersigned.

9. PAYMENT:-

Payment:-

The method, terms and conditions of payment to be made to the Consultant under this Contract shall be specified in OCC.

The Consultant's request(s) for payment for, as appropriate, and the Works performed and fulfilment of other obligations stipulated in the Contract shall be made to the Board in writing, accompanied by documents specified in OCC.

The payment shall be made promptly by the Board but in no case not later than sixty (60) days after submission of invoice or claim by the consultant.

Method of Payment:-

The payment shall be made through cheque as per schedule of payment mentioned below:

Mode of Service	Percentage of Payment
Stage 1 On Soil Investigation, submitting conceptual designs and rough estimate of cost.	10% of the total fees payable.
Stage 2 On submitting the required preliminary scheme for the Client's approval along with the preliminary estimate of cost.	15% of the total fees payable less payment already made at Stage 1.
Stage 3	
c. On incorporating Client's suggestions and submitting drawings for approval from the Client/ statutory authorities, if required.	25% of the total fees payable less payment already made at Stages 1 and 2.
d. Upon Client's / statutory approval necessary for commencement of construction, wherever applicable.	30% of the total fees payable less payment already made at Stages 1 to 3a.
Stage 4 Upon preparation of working drawings, specifications and schedule of quantities sufficient to prepare estimate of cost and preparation of tender documents.	40% of the total fees payable less payment already made at Stages 1 to 3b.

Stage 5 On inviting, receiving and analyzing/evaluating tenders; advising Client on appointment of contractors.	45% of the total fees payable less payment already made at Stages 1 to 4.
Stage 6	
g. On submitting working drawings and details required for commencement of work at site.	50% of the total fees payable less payment already made at Stages 1 to 5.
h. On completion of 20% of the work	60% of the total fees payable less payment already made at Stages 1 to 6a.
i. On completion of 40% of the work	70% of the total fees payable less payment already made at Stages 1 to 6b.
j. On completion of 60% of the work	80% of the total fees payable less payment already made at Stages 1 to 6c.
k. On completion of 80% of the work	90% of the total fees payable less payment already made at Stages 1 to 6d.
l. On Virtual Completion	95% of the total fees payable less payment already made at Stages 1 to 6e.
Stage 7 On submitting Completion Report and drawings for issuance of completion/ occupancy certificate by statutory authorities, wherever required and on issue of as built drawings	100% of the fees payable less payment already made at various stages.

EFFECTIVE PAYMENT TO THE ARCHITECT:

The fee payable to the Architect shall be computed on the actual cost of works on completion. The payment due to the Architect at different stages be computed on the following basis: .

- At Stage 1 : On rough estimate of cost.
- At Stages 2 to 4 : On preliminary estimate of cost.
- At Stages 5 to 6 : Accepted tender cost.
- At Stage 7 : Actual total cost.

N.B.:

- 1) Minimum value of the bill should be more than 1.00 lakh , otherwise it may be considered in next stage billing.**
- 2) The percentage for progress of work should be in terms of volume of work.**
- 3) Finally the professional Architect fees will be paid on accepted tender value. However if the variation in value of actual work done is within $\pm 10\%$, no additional fees or deduction of fees will be paid/adjusted. But , if the variation is above $\pm 10\%$, the Fees will be paid on actual work done.**

10. TAXES AND DUTIES

Consultancy Fees shall be quoted by the Bidder excluding the Taxes and Duties. However, Taxes and duties shall be charged on actual as applicable.

11.PERFORMANCE SECURITY:-

The Consultants shall be required to submit Within ten (10) days of notification of award from the Board, acceptable Bank Guarantee for an amount Rs.1,00,000/-(Rupees one lakh thousand) towards Performance Security . The performance security shall be in the form of bank guarantee issued by a Nationalized Bank and Schedule Commercial Bank in accordance with **Attachment 4** "Performance Security Form". The validity of the Bank Guarantee shall cover the entire duration of the consultancy period plus 3 months. The Demand Draft of the earnest money would be refunded after submission of this Bank Guarantee. The Bank Guarantee(s) shall be released after satisfactory completion of the assignment:

The Bank Guarantee shall be extended (if required) **at least 30 days prior to date of expiry of the Bank Guarantee**, failing which the same shall be encashed by the Board/Owner. This shall be applicable for all the subsequent extensions up to 45 days after the expiry of validity of the Contract.

Failure of the successful Bidder to comply with the requirement of Sub-clause 13.3 or Clause 14 in these Instructions shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security in which event the Board may make the award to the second high ranked Bidder or call for new Bids.

12. ASSIGNMENT:-

The Consultant shall not assign in whole or in part, its obligations to perform under this Contract, except with the Board's prior written consent.

13. SUB-CONTRACTS:-

The Consultant shall notify the Board in writing of all the Manufacturers awarded under this Contract and any other subcontractors involved with performance of the Works if not already specified in the Bid. Such notification, in the original Bid or later, shall not relieve the Contractor from any liability or obligation under the Contract.

14.PROFESSIONAL INDEMNITY:-

The consultant warrant that it shall exercise high degree of care and diligence in rendering the services pursuant to this agreement and that such shall be of a quality and standard with respect to client, statutory and technical compliances of the design / drawings.

15. RIGHT -OF –ENTRY

Unless otherwise agreed and as required, the client shall furnish right- of- entry on the property and in structures for the Consultant to carry out their tasks. The Consultant shall take reasonable precautions to minimize any damage from use of any equipment.

16. DISPUTES/ARBITRATION:-

The parties shall attempt in good faith to resolve any controversy or claim arising out of or relating to this agreement by mutual discussions amicably, failing which the matter shall be referred to the arbitrator appointed by the Environment Department, Govt. of West Bengal .The decision of such arbitrator shall be final and binding on both parties .Arbitration proceedings shall be according to the provisions of the arbitration and Conciliation Act, 1996. The venue of the arbitration proceedings will be at Kolkata.

- a. This agreement is Subject to the jurisdiction of Courts at Kolkata only.
- b. In case of any dispute/ differences in opinion between The Structural Architect' / other consultants of the Project and the Civil Consultant, the decision of the 'Client' shall be final and binding on each of the parties of this dispute.

17. CONSULTANTS' OBLIGATION:

The Consultant will take all steps & liabilities for insurance and other statutory obligation for their employee/staff deputed at site. Details of Consultants obligations are:-

18. RESPONSIBILITIES OF THE CONSULTANT:-

- i. Areas included in the scope:** The areas of the Project are detailed in Tender .
- ii. Scope of Services:** The scope of the work under this agreement is detailed in the Tender.
- iii. Stages of the work:** The stage of the work under this agreement is detailed in the Tender
- Iv.** The Consultant shall complete the design development and be fully responsible for preparing working procedures, quality plans, bill of quantities, technical specification for tender documents, assisting the client for vendor selection, validation of shop drawings submitted by the contractors, quality certification of executed works and certification of the as built drawings submitted by the vendors.
- v.**The Consultant shall provide, perform or undertake all services of design, specifications, co-ordinations, periodical observations expected of a professional consultant necessary to produce a fully integrated quality Works within an established controlled budget generally in accordance but not limited to Client's brief.

vi. The Consultant in the performance of its work and services shall use reasonable and customary care in application of their professional skills and deliver the design to the entire satisfaction of the client. The Consultant shall also be responsible for the works or products or any effects resulting there from to the contractor, sub-contractor, manufacturer, supplier, fabricator or any other consultant retained by the consultant.

vii. The consultant shall attend meetings at the project site or the Client's office as and when required to do so by the Client. The time cost of all such visits is included in the professional fees of the Consultant.

19. RESPONSIBILITIES OF THE CLIENT:-

i. To provide detailed requirement of the project, establish project goals, objectives and constraints and shall obtain all public and private approvals, consents, and permits necessary to make operational the Works for the project.

ii. To approve concept plans and other designs and drawings of the Consultant including their cost estimates and budgets.

The engineering team of the client shall undertake overall supervision of the work at site and coordinate site execution based on the detailed drawings and specifications made available to them by the Consultant. The client's engineering team will supervise day to day job & shall endeavor to work cohesively with the team of the Consultant to finish the project in the best manner possible.

iii. To nominate a suitable Person as their Representative for giving necessary instructions and timely approvals as required for the successful delivery of the services of the Consultant.

iv. To approve/ change orders, grant extension of time etc. if found justifiable and in the interest of the project.

v. To approve completion of the services of the Consultant on the quality and various construction requirements.

vi. The Client shall allow the Consultant to take photographs or other reproductions of the contracted work and use the photographs for their public relation purposes.

vii. The client shall allow the Consultant to receive without reservation full credit on all site signage, reproductions and publicity releases regarding the contracted work, where it is stated or implied that consultants are part of the Client's Project team.

20. PROFESSIONAL SERVICE CHARGES:-

- i. The Professional Service Charges shall be as per percentage rate basis quoted by the Consultant.
- ii. The above amount is inclusive of all the taxes.
- iii. No rate escalation/compensation will be entertained under any circumstances even for the works executed within the extended period, if any.
- iv. This fee includes the time charge by the Consultant for day to day supervision, required site visit by their principals or employees as and when requested by the client for presentation, preparation of report, conducting meetings and site visits or any other job specified in the scope of work during construction phase for smooth progress.

21. TERMINATION OF AGREEMENT :

- i. Work order may be terminated by the Employer/Board giving a prior written notice of not less than 30 (thirty) days to the Architect/Consultant, in case of substantially to perform the responsibilities/duties by delaying of project, improper supervision, non-submission or delaying of preparation drawing/design/tender document or non-complying of specified job mentioned in the scope of work.
- ii. In case of termination by the Employer or in the event of Architect's firm closing its business, the Employer/WBPCB shall have the right to employ another Architect to complete the work.

22. FORCE MAJEURE:-

- i. Notwithstanding the provisions of OCC, the Consultant shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- ii. For the purposes of this Clause, "Force Majeure" means an event beyond the control of the Consultant and not involving the Consultant's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Board in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- iii. If a Force Majeure situation arises, the Consultant shall promptly notify the Board in writing of such condition and the cause thereof. Unless otherwise directed by the Board in writing, the Consultant shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

23. TERMINATION FOR INSOLVENCY:-

The Board may at any time terminate the Contract by giving written notice to the Consultant if the Consultant becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Consultant, provided that such, termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Board.

24. RESOLUTION OF DISPUTES:-

Any dispute(s) or difference(s) arising out of or in connection with the Contract shall, to the Extent possible in the first instance be resolved amicably between the Consultant and the Board/Owner's Officer.

If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Consultant may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitrator. Arbitration may be commenced at any time during the period of the Contract.

Arbitration proceedings shall be held at Kolkata, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

25. EFFECTIVENESS:-

This Contract shall come into force and effect on the date of the Letter of Award and shall be in force until the Works have been completed and all the payments have been made to the Consultant.

26. LAWS AND REGULATIONS

The formation, validity and performance of this Contract shall be governed as to all matters by and under the laws and regulations of India and courts of the Nation shall have exclusive jurisdiction in all matters arising under this Contract.

The Consultant shall respect and abide by all laws and regulations of India and shall make its best effort to ensure that the personnel of the Consultant and their dependents, shall respect and abide by all laws and regulations of India.

The Consultant shall protect, absolve and indemnify the Board, and their representatives from any claim, loss or damage arising from any non-compliance alleged or proved, without claiming them for payment.

27. GENERAL PROVISIONS

- a) The Consultant accepts a relationship of trust and confidence established by this agreement between them, The Consultant and the Client and other consultants for the project. The Consultant shall co-operate with the Client's permitted staff, representatives, other consultants, contractors and other agencies involved in the project, in accordance with highest professional standards so as to meet the Client's objectives for this project.
- b) It is expected that the Consultant shall complete each stage of the work as given in the responsibility of the Consultant Article 3.0 and Professional Service Charges mentioned at Article 4.0 below and submit their invoice for payment to the client along with the details of work completed. In case of any clarification, the client may seek the same from the Consultant within a week from receipt of the invoice, and the consultant shall provide the same to the Client. The Client shall clear the bill within 30 days of the receipt of such clarifications to clear the doubts. In case of incomplete work at a particular stage, it would be at the discretion of the client to return the invoice to the Consultant by giving reasons or recommendations for releasing payment. However, part payment may be released at the discretion of the Client.
- b) The Consultant shall designate under him a Senior Engineer as the Project Coordinator with the prior approval from the Client who shall remain in-charge of all design and other services required under this agreement, including design related meetings, so long as he performs in a manner acceptable to the Client.
- c) The consultant shall abide by all regulations imposed from time to time by competent authorities having jurisdiction over the project and shall consult with the authorized persons / Client on the design of Civil Work for the project. The Consultant shall ensure that all Civil design and other related services under this agreement are in conformity and consonance with the relevant rules relevant regulations & by laws, circulars, notifications, applicable for the Civil/electrical/mechanical/landscaping works or in connection therewith. The Consultant shall review all statutes, by laws and regulations applicable to the design and where necessary, review the same with the authorities having jurisdiction so that the requisite approvals/ licenses, necessary for the project, can be applied for and obtained by the client.

- d) The Consultant shall review architectural drawings, concept plan, existing records & documents, local laws & data, environmental documents and, any other document furnished by the Client. From the examination of the site and review of the available information, the Consultant shall determine whether, such data are sufficient for the purposes of design or whether any additional data are needed and, if so, recommend the manner in which it be provided and needed services obtained.
- e) Review, approval or acceptance of the Consultant's work, whether by Client or by their authorized representative, during any phase shall not relieve them from the responsibility for errors or omissions in their work.
- f) The Consultant shall complete the design development and be fully responsible for preparing working drawings/diagrams and construction documents in compliance with applicable laws, codes, rules, regulation, ordinances and standards. The working drawings of the Consultants shall be adequately detailed to enable the contractors and suppliers working for the project to prepare their shop drawing and related documents.
- g) The Consultant will ensure that the designs conform to norms as laid out in the National Building Code of India /BIS specification and shall be responsible for the safety and completeness of all designs.
- h) The duties and obligations of the lead Architect which the Consultant acknowledges shall be subject to separate agreement between the client and the lead Architect and the Consultants duly admits and acknowledges such duties & obligations cast on the lead Architect subject to such separate agreement.
- i) The lead Architect would coordinate the work of various consultants including the Civil Consultant, Sub-Contractors, and Contractors etc., so as to facilitate the timely release of the construction and coordinated drawings for completion of the project by each of the agencies, as per the agreed time lines.
- j) The Client shall not be charged for corrections (i.e. inconsistencies or wrongly executed work by the Consultant), adjustments (i.e. minor tailoring of executed work to more clearly interpret or refine the work of that stage) or modifications (i.e. minor additions or adjustments to accommodate new thoughts which may occur to the Client or the Consultant within that stage).
- k) The Consultant shall carry out all the work promptly within the specified time limits and the time schedule mutually agreed with the client for every phase and undertakes to carry out the work in accordance with the highest professional standards.
- l) The Consultant shall complete the design development and be fully responsible for preparing working drawings/diagrams in compliance with applicable laws, codes, rules, regulation, ordinances and standards.
- m) The Consultant shall provide, perform or undertake all services of design, specifications, co-ordinations, periodical observations expected of professional consultant necessary to produce a fully integrated design and quality constructed product within an established controlled budget generally in accordance but not limited to Client's project/operating brief.
- n) The Consultant shall develop designs coordinated with architectural and engineering design in coordination with including lead architect consultant.

Attachment 3, FORM OF BANK GUARANTEE FOR BID SECURITY

FORM OF BANK GUARANTEE FOR BID SECURITY

(to be stamped in accordance with Stamp Act, if any, of the Country of the issuing Bank)

Bank Guarantee No. _____

Ref. No. _____

Date: _____

To

**West Bengal Pollution Control Board
ParibeshBhaban, 10A, Block LA, Sector – III
Salt Lake, Kolkata – 700 106**

Dear Sirs,

WHEREAS _____ (hereinafter called “the Bidder”) has submitted its bid dated _____ for consultancy services for planning, design/drawing, preparation of DPR, BOQ & supervision etc. in connection with construction of proposed Haldia regional office-cum-laboratory building with Employees’ residential complex at R.S. plot no.-2(P), MouzaRaghunathchak , J.L. No.-164, PS : Bhabanipur (Formerly Sutahata), Dist. – PurbaMedinipur maintaining criteria of Green Building design/concept

KNOW ALL MEN by these present that WE _____ of having our registered office at _____ (hereinafter called “The Bank”) are bound unto West Bengal Pollution Control Board, India (hereinafter called “The Board”) in the sum of Rs.30,000/-(amount as per bid document words and figures), for which payment well and truly to be made to the said board, the bank binds itself, its successors and assigns, by these presents. Sealed with the common seal of the bank this _____ day _____ of .

THE CONDITIONS of this obligation are :

1. If a Bidder withdraws / modifies its Bid during the period the Bid validity specified in Sub-clause 4.6 hereunder; or
2. If a bidder refuses to accept the arithmetical corrections made according to ITB (Instructions to the Bidder) Clause No. 11;or
3. if the bidder having been notified of the acceptance of its bids by the board during the period of bid validity:
 - a. fails or refuses to execute the Contract Form, when requested ; or
 - b. fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders. Or
4. In case bidder refuses to withdraw, without any cost to the Owner, those deviations, which the bidder did not state in the Deviation Schedules.

We undertake to pay to the Board up to the above amount, according to, and upon receipt of, its first written demand, without the Board having to substantiate its demand, provided that in its demand the Board will note that the amount claimed by it is due to it owing to the occurrence of one or all of the three above stated conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto three (3) months after the period of bid validity (one hundred twenty (120) days from the final date of submission of bid), and any demand in respect thereof should reach the bank not later than such date.

[NAME OF BANK]

By _____

(Title)

Authorized Representative

(Signature of Witness)

Name of Witness _____

Address of Witness _____

Attachment 4, FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

Form of Bank Guarantee for Performance Security

(to be stamped in accordance with Stamp Act, if any, of the Country of the issuing Bank)

Bank Guarantee No. _____

Date : _____

Ref. No. _____

To,
Chief Engineer ,
West Bengal Pollution Control Board
10A, ParibeshBhavan, Block – LA, Sector – III
Salt Lake, Kolkata – 700 106, INDIA
Dear Sirs or Madams,

THIS AGREEMENT is made on the _____ days of _____ 20__ between [name of the bank] of _____ [address of the bank] (hereinafter called “the Guarantor”) of the one part and West Bengal Pollution Control Board, 10A, ParibeshBhavan, Block – LA, Sector – III, Salt Lake, K0olkata – 700098, INDIA (hereinafter called “the Board”) of the other part.

WHEREAS

- (1) this agreement is supplemental to a contract number _____ [insert Contract Number] (hereinafter called “the Contract”) made between _____ [name of Consultant] of _____ [address of Consultant] (hereinafter called “the Consultant”) of the one part and the Board of the other part whereby the Consultant agreed and undertook to execute for consultancy services for planning, design/drawing, preparation of DPR, BOQ & supervision etc. in connection with construction of proposed Haldia regional office-cum-laboratory building with Employees’ residential complex at R.S. plot no.-2(P), MouzaRaghunathchak , J.L. No.-164, PS : Bhabanipur (Formerly Sutahata), Dist. – PurbaMedinipur maintaining criteria of Green Building design/concept against the Contract for the sum of _____ [amount in Contract Currency] being the Contract Price; and
- (2) the Guarantor has agreed to guarantee the due performance of the Contract in the manner hereinafter appearing.

NOW, THEREFORE, the Guarantor hereby agrees with the Board as follows;

(a) If the Consultant (unless relieved from the performance by any clause of the Contract or by statute or by the decision of a tribunal of competent jurisdiction) shall in any respect fail to execute the Contract or commit any breach of his obligations there under then the Guarantor will indemnify and pay the Board the aggregate sum of Rs.1,00,000/- (Rupees one lakh) [amount of Guarantee as per bid document words and figures], such sum being payable in the types and amount of currencies in which the Contract Price is payable, provided that the Board or his Authorized Representative has notified the Guarantor to that effect and has made a claim against the Guarantor before the expiry of Contract period.

(b) The guarantor shall not be discharged or released from his guarantee by an arrangement between the Consultant and the Board, with or without the consent of the Guarantor, or by any alteration in the obligations undertaken by the Consultant, or by any forbearance on the part of the Consultant, whether as to payment, time, performance, or other wise, any notice to the Guarantor of any such arrangement, alteration, or forbearance is hereby expressly waived.

This guarantee shall be valid until a date three (3) montha from the date of expiry of contract period as specified in the Contract.

Given under our hand on the date first mentioned above.

SIGNED BY _____

for and on behalf of the Guarantor
(Seal of Guarantor)

in the presence of

(Witness)

Attachment 5, FORM FOR CONTRACT AGREEMENT

FORM FOR CONTRACT AGREEMENT FOR CONSULTANCY SERVICES FOR PLANNING, DESIGN/DRAWING, PREPARATION OF DPR, BOQ & SUPERVISION ETC. IN CONNECTION WITH CONSTRUCTION OF PROPOSED HALDIA REGIONAL OFFICE-CUM-LABORATORY BUILDING WITH EMPLOYEES' RESIDENTIAL COMPLEX AT R.S. PLOT NO.-2(P), MOUZA : RAGHUNATHCHAK , J.L. NO.-164, PS : BHABANIPUR (FORMERLY SUTAHATA), DIST. – PURBA MEDINIPUR MAINTAINING CRITERIA OF GREEN BUILDING DESIGN/CONCEPT

This Agreement ("Agreement") is made on this _____ day of _____ and between:

West Bengal Pollution Control Board, 10A, ParibeshBhavan, Block – LA, Sector – III, Salt Lake, Kolkata – 700098, INDIA, which term shall include permitted assigns and successors (Hereinafter called as "The Board").

And

M/s _____ a consultant / consultancy firm/ Company incorporated _____ with Regd. Office at _____ which term shall include permitted assigns and successors (hereinafter called as "Consultant" or "the consultant").

RECITALS

Whereas the Board had invited Bids under reference _____ for consultancy services for planning, design/drawing, preparation of DPR, BOQ & supervision etc. in connection with construction of proposed Haldia regional office-cum-laboratory building with Employees' residential complex at R.S. plot no.-2(P), MouzaRaghunathchak , J.L. No.-164, PS : Bhabanipur (Formerly Sutahata), Dist. – PurbaMedinipur maintaining criteria of Green Building design/concept

and M/s _____ had submitted their bid against the aforesaid invitation to bid and Board has accepted the bid of M/s _____ and has decided to entrust the job of Consultancy service mentioned above vide Letter of Award ref. _____ dated _____ at a total Contract Price for complete scope of work of _____ (Contract Price in Words and Figures) (hereinafter "the Contract Price").

Whereas the Consultant has accepted the Letter of Award issued by the Owner in writing vide its letter No. _____ dt. _____ and has furnished Contract Performance Security for an amount of Rs. _____ [Rupees _____ only] and which is initially valid upto----- and Owner has accepted the said Contract Performance Security.

Whereas, Consultant is having expertise in the business inter alia, for consultancy service and the Board has engaged the Consultant for consultancy services for planning, design/drawing, preparation of DPR, BOQ & supervision etc. in connection with construction of proposed Haldia regional office-cum-laboratory building with Employees' residential complex at R.S. plot no.-2(P), MouzaRaghunathchak , J.L. No.-164, PS : Bhabanipur (Formerly Sutahata), Dist. – PurbaMedinipur maintaining criteria of Green Building design/concept upon the terms & conditions set forth in this Agreement and the Letter of Award referred above issued by the Owner including all the documents referred in the above Letter of Award.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- 1) Notice Inviting Tender

- 2) Scope of Works;
- 2) Techno-commercial Bid;
- 3) Financial Bid-
- 3) Technical Proposal;
- 4) Other Terms and Conditions of Contract; and
- 5) The Board's Notification of Award.

This Contract sets forth the entire contract and agreement between the parties pertaining for consultancy services for planning, design/drawing, preparation of DPR, BOQ & supervision etc. in connection with construction of proposed Haldia regional office-cum-laboratory building with Employees' residential complex at R.S. plot no.-2(P), MouzaRaghunathchak , J.L. No.-164, PS : Bhabanipur (Formerly Sutahata), Dist. – PurbaMedinipur maintaining criteria of Green Building design/concept.

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above

3. In consideration of the payments to be made by the Board to the Consultant as hereinafter mentioned, the Consultant hereby covenants with the Board to perform the consultancy service therein conformity in all respects with the provisions of the Contract.
- 4 The Board hereby covenants to pay the Consultant in consideration of the performance of the Works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. Any notice under this Contract shall be in the form of letter, telex, cable or facsimile. Notices to either party shall be given at such address or addresses as such party shall specify from time to time by written notice to the other. In the absence of such notice to the contrary, notice to the Board shall be properly addressed to :

The Chief Engineer ,
West Bengal Pollution Control Board
10A, ParibeshBhavan, Block – LA, Sector – III
Salt Lake, Kolkata – 700098, INDIA
Fax No. : 91-33-2335 1675

and notice to the Contractor shall be properly addressed to :

[Contractor's address and electronic transmission address]

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signature of Board's Authorised Representative

Signature of the Consultant

Signed, Sealed and Delivered by the said _____

(For the Board) in the presence of _____

Signed, Sealed and Delivered by the said _____

(For the Consultant) in the presence of _____