



WEST BENGAL HOUSING BOARD

(Estd. under W.B. Act XXXII of 1972)

'A B A S A N', 105, S. N. Banerjee Road, Kolkata – 700 014,

Phone : (033) 2265-1965, 2264-1967 / 3966 / 8968 / 4974 / 0950. Fax : (033) 2264-1480 / 0979,

Web site : www.wbhousingboard.in Email : wbhousingboard@gmail.com

Memo .No:- 830 /JD(EW)III/HB

Dated-09.06.2022

NOTICE INVITING QUOTATION(e NIQ)

NIQ No:- WBHB/JD(EW)III/NIeQ-01 /2022-23

The Joint Director (EW)III, West Bengal Housing Board, invites e-Quotation (as ordered by Housing Commissioner, WBHB) for the work detailed in the table below. (Submission of Bid through online) for & on behalf of West Bengal Housing Board.

Name of Work	Earnest Money	Period of Completion	Engineer-in-Charge of the work	Eligibility of the Bidder
Comprehensive Consultancy Services for Construction of 12(Twelve) Nos.G+IV storied residential buildings at Block-CE, Action Area -IC, Newtown, Kolkata. 6 of these are identical buildings of a specific type on 6(six) distinct Plot Nos.AF-1, AF-2, AF-3, AF-4, AF-5, AF-6. The remaining 6 are identical buildings of another specific type on 6(six) distinct Plot Nos.BF-1, BF-2, BF-3, BF-4, BF-5, BF-6.	Rs. 50,000.00 To be deposited in the mode of ONLINE (Netbanking / NEFT / RTGS)	38(Thirty Eight) Months	D.D (E.P)-III	Bonafied and Resourceful Agencies having experience in similar nature of service fulfilling requisite eligibility criteria as stated in the NIQ Eligibility.

1. In the event of e-filling, intending bidder may download the tender documents from the website: <http://etender.wb.nic.in> directly with the help of Digital Signature Certificate & **Earnest Money has be deposited by the bidder electronically:**

i) online through his net banking enabled bank account, maintained at any bank or:
ii)offline through any bank by generating NEFT/ RTGS challan from the e-tendering portal.

- [Net banking \(any of the banks listed in the ICICI Bank Payment gateway\) in case](#)
- [of payment through ICICI bank payment gateway.\)](#) Intending Bidder will get the Beneficiary details from e-tender portal with the help of Digital Signature Certificate and may transfer the EMD from their respective Bank

(ii. [RTGS/NEFT in case of offline payment through bank account in any bank.](#))

Intending bidder who wants to transfer EMD through NEFT/RTGS must read the instruction of the Challan

generated from e Procurement site. Bidders are also advised to submit EMD of their bid, at least 3 working days before the bid submission closing date as it requires time for processing of Payment of EMD

Bidders eligible for exemption of EMD as per Govt. rule may avail the same and necessary documents regarding the exemption of EMD must be uploaded in the EMD folder of Statuary bid documents.

The rate of the Tender in this percentage form of contract is to be submitted duly digitally signed in the website

Within stipulated date and time. The hard copy of the documents given online should be submitted.

The lowest bidder should produce in original to the office of undersigned for verification.

2. Both Technical bid and Financial Bid are to be submitted in technical (Statutory & Non-Statutory folder and financial folder concurrently duly digitally signed in the website <http://etender.wb.nic.in> as per tender time schedule stated in Sl. No. 12.

The documents submitted by the bidders should be properly indexed & digitally signed.

3. The FINANCIAL OFFER of the prospective Bidder will be considered only if the TECHNICAL Document (both statutory and non-statutory) of the Bidder found qualified by the Tender committee W.B.H.B. The decision of the Tender committee, W.B.H.B. will be final and absolute in this respect. The both list of Responsive and Non-Responsive Bidders will be displayed in the website and also in the Notice Board of the Joint Director (EW)III, W.B.H.B. on the scheduled date and time.

4. Features of the project:

i) 6(Six) nos. G+4 storied Residential Apartment Buildings having **identical buildings of a specific type** on 6 (six) distinct Plot Nos. **AF-1, AF-2, AF-3, AF-4, AF-5, AF-6**,inBlock-CE of Action Area-IC, Newtown, Kolkata.

ii) 6(Six) nos. G+4 storied Residential Apartment Buildings having **identical buildings of another specific type** on 6 (six) distinct Plot Nos. **BF-1, BF-2, BF-3, BF-4, BF-5, BF-6**,inBlock-CE of Action Area-IC, Newtown, Kolkata.

Area of each plot to be mentioned along with their respective Latitude and Longitude:-

Plot no	Area of Plot	Latitude	Longitude	Premises no
AF-1	190.04 Sqm	22.57641	88.45635	05/0183
AF-2	190.04 Sqm	22.5764	88.4564	07/0183
AF-3	190.04 Sqm	22.57656	88.45644	09/0183
AF-4	190.04 Sqm	22.57625	88.45626	28-0216
AF-5	190.04 Sqm	22.57628	88.4563	26-0216
AF-6	190.04 Sqm	22.57635	88.45627	24-0216
BF-1	200.67 Sqm	22.57642	88.45504	03-0238
BF-2	200.67 Sqm	22.57656	88.46082	07/0234
BF-3	200.67 Sqm	22.57523	88.46078	17-0236

BF-4	200.67 Sqm	22.57523	88.46076	15-0236
BF-5	200.67 Sqm	22.57525	88.46082	13-0236
BF-6	200.67 Sqm	22.57525	88.46085	11-0236

5. Earnest Money : Earnest Money : The amount of Earnest Money Rs...50,000.00..... is to be submitted in

the mode of ONLINE (Netbanking / NEFT / RTGS) in favour of '**WEST BENGAL HOUSING BOARD**' against the work. This clause is applicable for all categories of applicants. **Successful bidder should comply 2% of EMD before issuance of work order.** Earnest money so deposited by the successful tenderer shall on issuance of work order be automatically converted into part security money and a balance security will be deducted from progressive bills, vide order reference no 201-F(Y) Dt. 18th January 2021 & order ref no 796-F(Y) Dt. 25.02.2022 of the accepted total consultancy cost. The above noted order ref no 796-F(Y) Dt. 25.02.2022 valid up to 31.03.2023, beyond that the Security deposit will be deducted from progressive bills as per norms.

6. Refund of EMD: The Earnest Money of all the unsuccessful Tenderers, deposited online, shall be refunded in accordance with the Memorandum of the **Finance Department vide No. 3975-F(Y) dated 28th July, 2016. (Refer - in Bidders Guideline/Instruction to Bidders)**

7. Bids shall remain valid for a period not less than **120 (One hundred twenty) days** after the dead line date for Bid submission. If the bidder withdraws the bid during the period of bid validity the earnest money as deposited will be forfeited forthwith without assigning any reason thereof.

8. The prospective bidder should submit Copies of Income Tax Acknowledgement Receipt for the latest Assessment year , Professional Tax Clearance Certificate , P.Tax. (Deposit Challan) ,Pan Card & GST. Registration Certificate are to be accompanied with the Technical documents [Non statutory Documents]

9. The agency should have GST. Number/should possess for **GST number** and copies of Necessary documents to this effect is to be submitted along with technical documents [Non Statutory Documents].

10. The prospective bidder would also have **Provident fund enrolment No.** issued by appropriate authority[Non statutory Documents].

If the bidder is not coming under purview of Provident Fund Enrolment will be required to submit proper document & undertaking in his favour”

11. The Partnership Firm shall furnish the registered/Notarized partnership deed **along with Power of Attorney to be submitted along with the application.** and the company shall furnish the **Article of Association and Memorandum along with Power of Attorney to be submitted** [Non Statutory Documents].

12. Important Information: date & Time schedule

Sl.NO.	Particulars	Date & Time
1.	Date of uploading of N.I.Q. and Bid Documents (online) (Publishing Date)	10.06.2022 -16 hours
2.	Date & time of start of downloading Bid Documents (Online)	10.06.2022 -16 hours
3	Pre-bid meeting date	16.06.2022- 15 hours
4.	Date & time of start of Bid submission (On line)	22.06.2022 - 16 hours
5.	Date & time of closing of Bid Submission (On line)	30.06.2022. 18 hours
6.	Date & time of Bid opening for Technical Proposals (Online)	04.07.2022 -11 hours
7.	Date of uploading list of technically qualified bidders (online)	To be notified after evaluation of Technical Bid.
8.	Date & time of Bid opening for Financial Proposal (Online)	To be notified during uploading of Technical Evaluation Sheet of Bidders

12. A-Further corrigendum and addendum if issued will be published only on e- tender website.

12.B LOCATION OF CRITICAL EVENT

Pre-Bid Meeting & Bid Opening –

**West Bengal Housing Board
ABASAN BUILDING-2nd Floor
105, SN Banerjee Road,
Kolkata-700014**

13. The Bidder, at his own responsibility and risk is encouraged to visit and examine the site of works and its Surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the work as mentioned in the Notice Inviting e-Quotation, before submitting offer with full satisfaction, the cost of visiting the site shall be at his own expense.
14. The Tender/quotation Inviting Authority reserves the right to reject any application for participating in bidding process and to accept or reject any offer without assigning any reason whatsoever and is not liable for any cost that might have incurred by any Tenderer at the stage of Bidding.
15. Prospective applicants are advised to note carefully the minimum qualification Criteria as mentioned in **‘Instructions to Bidders’ (ITB) “General Conditions of Contract” & other bidding documents** before tendering the bids.
16. No Conditional/ Incomplete tender/quotation will be accepted under any circumstances.
17. During the scrutiny, if it comes to the notice to quotation inviting authority that the credential or any other paper found incorrect/ manufactured/ fabricated, that bidder would not be allowed to participate in the tender and that application will be out rightly rejected without any prejudice. The quotation Inviting Authority reserves the right to cancel the N.I.Q. due to unavoidable circumstances without assigning any reason, whatsoever, to the bidders and no claim in this respect will be entertained.
18. In case if there be any objection regarding Pre qualifying the Agency, that should be lodged to the Chairman, Tender Evaluation Committee within 48 hours from the date of publication of list of qualified Bidders and beyond that time schedule no objection will be entertained by the Tender Evaluation Committee.

19. During the process of scrutiny of quotation document, the tender inviting authority or his authorized representative may verify the credential and other related documents as submitted by the Bidders with the original, if necessary. After verification, if it is found that the documents submitted by the Bidders is either manufactured or false, the bid submitted by the Bidder will be summarily rejected and the Earnest Money deposited by the bidder will be forfeited by the Tender Inviting Authority without assigning any reason thereof.
20. The set of Tender/Bidding Documents comprises the documents listed below:
- i) Notice Inviting Tender with all addenda & corrigendum if any.
 - ii) Instruction to Bidders (Section-2),
 - iii) Filled up forms of Qualification Information (Section-3),
 - iv) G e n e r a l Conditions of contract,
 - v) Bill of Quantities (BOQ),
 - vi) Contractor's Bid (Documents furnished by Contractor),
21. The documents forming the Contract shall be interpreted in the following order of priority:
- i) Agreement,
 - ii) Letter of Acceptance, Notice to proceed with the work (i.e. Work Order),
 - iii) Contractor's Bid,
 - iv) Instruction to Bidders
 - v) G e n e r a l Conditions of contract,
 - vi) Bill of Quantities (BOQ),
22. **Qualification criteria.**
- The tender/quotation inviting & Accepting Authority through a 'Tender Evaluation Committee' will determine the eligibility of each bidder. The bidders shall have to meet all the minimum criteria regarding :
- a)Financial Capacity.**
 - b)Technical Capability comprising of personnel & equipment capability.**
 - c)Experience/Credential.**
- The eligibility of a bidder will be ascertained on the basis of the digitally signed documents in support of the minimum criteria as mentioned in a, b, c above and the declaration executed through prescribed affidavit in non-judicial stamp paper of appropriate value duly notarized.. If any document submitted by a bidder is found either manufactured or false, in such cases the eligibility of the bidder/ tenderer will be out rightly rejected at any stage without any prejudice with forfeiture of earnest money forthwith or will be debarred from participation in any tender within the jurisdiction of WBHB for a period of 1 (one) year or more as deemed fit by the Tender Inviting authority.
23. "Where an individual person holds a digital certificate in his own name duly issued to him against the company or the firm of which he happens to be director or partner, such individual person shall, while uploading any tender for and on behalf of such company or firm, invariably upload a copy of registered power of attorney showing clear authorization in his favour by the rest of the directors of such company or the partners of such firm, uploading such tender. The power of attorney shall have to be registered in accordance with the provisions of the Registration Act, 1998".
24. For any queries and clarification, interested Consultants may visit the site and may Contact the Joint Director (EW)III at the address mentioned below.

**Joint Director (EW)III,
WEST BENGAL HOUSING BOARD
'A B A S A N', 105, S. N. Banerjee Road, Kolkata – 700 014,
Phone : (033) 2265-1965, 2264-1967. www.wbhousingboard.in.**

Interested Consulting firms may consult the WBHB website/<http://etender.wb.nic.in> mentioned above regularly to see Corrigenda/Addenda which may be issued by WBHB from time to time prior for submission of the proposal as given in para 8, for which no separate Paper publication will be made. WBHB reserves the right to accept/reject any or all proposals without assigning any reason thereof.

**Joint Director (EW)III
West Bengal Housing Board.**

Memo No. 830/1(14) /JD(EW)III/HB

Date :09.06.2022

Copy forwarded for favour of information and wide circulation to the:-

1. Housing Commissioner, WBHB
2. Director (Engg.), WBHB
3. JHC & Secy., WBHB
4. CA-Cum-AP, WBHB
5. FA-Cum-CAO, WBHB
- 6-10. JD (EW)-I/II/IV/V/ (EEW), WBHB
11. AHC -I, WBHB with the request to publish the Notice in BOARD's Web site.
12. DD(E.P)-III, WBHB
13. AD(EP), WBHB
14. Notice Board.

**Joint Director (EW)-III,
West Bengal Housing Board.**

VOL. I, SECTION 2.
INSTRUCTIONS TO BIDDERS

Table of Clauses

A. General

1. Scope of Bid
2. Eligible Bidders
3. Qualification of the Bidder
4. Participation in Bids
5. Cost of Bidding
6. Site Visit

B. Quotation Documents

7. Content of Quotation Documents
8. Clarification of Quotation Documents
9. Amendment of Quotation Documents

C. Preparation of Bids

10. Language of Bids
11. Preparation of Bid
12. Bid Prices
13. Currencies of Bid and Payment
14. Bid Validity
15. Bid Security
16. Pre-Bid Meeting
17. Format and Signing of Bid

D. Submission of Bids

18. Sealing and Marking of Bids
19. Deadline for Submission of Bids
20. Late Bids
21. Modification and Withdrawal of Bids

E. Bid Opening and Evaluation

22. Bid Opening
23. Process to be Confidential
24. Clarification of Bids / Breakdown of rates
25. Examination of Bids and Determination of Responsiveness
26. Correction of Errors
27. Evaluation and Comparison of Bids

F. Award of Contract

28. Award
29. Employer's Right to Accept any Bid and to Reject any of all Bids
30. Notification of Award
31. Signing of Agreement
32. Performance Security/Guarantee
33. Annulment of the Award
34. Issue of Notice to Commence

VOL. I, SECTION 2.
INSTRUCTIONS TO BIDDERS

A. GENERAL

1 Scope of Bid

1.1 Project Background

West Bengal Housing Board (hereinafter referred to as “WBHB” or the “Client”) intend to engage reputed Consultancy Firm for providing Comprehensive Consultancy Services in connection with Construction of 12(Twelve) Nos. G+IV storied residential buildings in Block CE, Action Area -IC, Newtown, Kolkata. 6 of these are identical buildings of a specific type on 6(six) distinct **Plot** Nos. AF-1, AF-2, AF-3, AF-4, AF-5, AF-6. The remaining 6 are identical buildings of another specific type on 6(six) distinct Plot Nos. BF-1, BF-2, BF-3, BF-4, BF-5, BF-6.

WBHB invites request for Quotation to appoint a reputed Consultancy firm for providing Soil testing, structural design, preparation of all drawings and sanctioning from Nodal Authority, periodical supervision and obtaining Completion Certificate for the proposed Construction of 12(Twelve) Nos. G+IV storied residential buildings in Block-CE, Action Area -IC, Newtown, Kolkata. 6 of these are identical buildings of a specific type on 6(six) distinct **Plot** Nos. AF-1, AF-2, AF-3, AF-4, AF-5, AF-6. The remaining 6 are identical buildings of another Specific type on 6(six) distinct Plot Nos. BF-1, BF-2, BF-3, BF-4, BF-5, BF-6.

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

1.2 Scope of Work

The scope of the work under these terms of reference would consist of but not limited to the provisions laid down below. The Consultancy firm shall provide comprehensive design services in respect of the work for construction of various Buildings and other development works, which are summarized in following major activities:

STAGE -1: Preparation of drawing & Documents for Sanctioning

- a) Site evaluation and analysis, including site surveying and Carry out detailed geotechnical/sub soil investigations necessary for facilitating design of various structures and submission of soil test reports(Two sets).

Sub-soil investigation should be carried out in presence of WBHB official.

Number of bore holes and depth of holes should be determined considering latest IS codes and respective site conditions.

- b) Preparation of all necessary drawings (Architectural) and other documents in connection with Plan Sanction as per conceptual scheme plan prepared by WBHB and submission of soft copy to WBHB.
- c) Obtain statutory clearance/approval/NOC from all concerned Departments.(Govt. statutory fees will be paid by the department)

STAGE -2: Preparation Structural Design & Drawings

- a) Prepare Structural Design & necessary Drawings for obtaining Sanction & submission of soft copy to WBHB.
 - i) Structural engineering work (RCC design work) of the buildings shall be designed as per applicable norms. The design should have provisions of National Building Code/Local bye-laws and conform to latest Indian Standard Code of practice for various disciplines.
 - ii) The designs shall be as per B.I.S. Code and I.R.C. for roads and building byelaws and all other specific separate codes to be made applicable, as well as rules / specifications of P.W.D./ including Electrical Works / P.W(Roads), Govt. of West Bengal.

iii) The entire Designing, Structural Drawings, must be as per requirement and satisfaction of WBHB. **Structural and architectural working drawings should be vetted and approved by competent authority of IITs, IEST, Shibpur, Howrah**

STAGE -3: Submission of Drawings to Nodal Authority for Sanction

Submission all Signed drawings & Documents (as prepare in STAGE 1 & 2) to the Nodal Authority and obtain Sanction.

The Housing Commissioner, WBHB and Chief Architect cum Area Planner, WBHB shall sign the necessary drawings and documents as the Owner and the Architect, respectively, for sanctioning from concerned authorities. All other necessary signatures shall be of empanelled professionals of the Consultant.

STAGE – 4: Working Drawing Stage

- i) Prepare complete Architectural drawings and 3D views, Structural and services design & drawings, working details, schedules, all specifications including Architectural design, Façade Design, Structural details, Electrical details, HVAC system, sanitary and Plumbing details , kitchen system, water supply and sewerage details, Security system, Landscape Architecture (Site Planning Land form and grading, surface drainage, Hard and soft scape, Illumination).
- ii) Design & Detailed Engineering Services for External Infrastructure Facilities: Design and detailed engineering services for external infrastructure facilities, which shall include and would not be limited to:
 - a. Boundary wall/ demarcation
 - b. Land Development
 - c. Road network including pavement, parking etc.
 - d. Power supply network
 - e. Water supply network

The Consultant shall submit all the Drawings, reports, design calculations etc. in 6 (six) sets of hard copies and 2 (two) sets of soft copies in the form of CD/DVD long with 2(Two) sets of soil test report .

STAGE – 5: Periodical Supervision

The Consultant shall made periodical supervision for obtaining Completion Certificate after Completion of the Project.

STAGE – 6: Completion Certificate and handover:

- i) The Consultant will prepare and recommend the Completion Certificate to the WBHB/ its authorized representative on completion of the Project in accordance with the Contract, after due approvals from Competent Authorities.
 - ii) The Consultant shall submit and procure completion plans to local bodies like NKDA/ WBSEDCL etc. for obtaining completion certificate. Similarly, fitness certificates for operating Lifts shall be obtained by Consultant.
- 1.2.1 Since this is a time bound project, no time overrun is acceptable. The bidder should submit a phase wise work plan mentioning their schedule of providing their services in respect of different items of work.

1.2.2 Additions and Alterations

The **WEST BENGAL HOUSING BOARD** shall have the right to ask in writing changes, additions, modifications or deletions in the design and drawing of any part of the work and to request in writing additional work in connection therewith and the Consultant shall comply with such request. No extra payment will be made for that.

The Consultant shall not make any deviations, alterations, additions to or omission from the work shown/described and awarded to them except through and with the proper approval of the WBHB.

1.2.3 **Structural Design**

- a. The building shall be designed to withstand static/dynamic loading (wind/seismic) and the design shall be strictly in accordance with the latest Indian Standard Code of Practices/National Building Code. The structural analysis and design shall be done by using of software packages such as STAAD Pro or equivalent. The provisions in various BIS Codes shall override the packages output.
- b. The consultant shall supply all design calculations/computer input and output giving specific reference to BIS/NBC and all drawings structural & others in hard copies as well as in soft copies in requisite numbers. All soft copies of the drawings shall be submitted in AutoCAD of desired version. The structural drawing showing the reinforcement details / bar bending schedule shall be prepared as per latest edition of
SP : 34 (S&T). All overriding conditions prescribed by IS: 13920 or any other BIS code shall be taken into account while preparing the structural drawings.

Beams and columns of all buildings may be connected in such a way that every frame can withstand seismic vibration properly.

Relevant soft copies in connection with computerized structural analysis and design are to be submitted. Name of standard software used, should be mentioned.

Seismic and wind analysis should be done considering geographical design parameters of site concerned.

Protective measures should be specified to ensure safety of adjacent buildings/roads if any while carrying out excavation for foundation works.

Drainage system is to be designed for each building to drain out rain water and waste water properly.

If any changes whatsoever is made in view of site conditions etc, “As Built” drawing for site concerned should be prepared and submitted after completion of the project.

1.2.4 **Time for completion**

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

<u>Sl. No.</u>	<u>Activity</u>	<u>Time schedule</u>
1	STAGE -1: Preparation of drawing & Documents for Sanctioning	2(two) Months.
2	STAGE -2: Preparation Structural Design & Drawings	2(two) Months.
3	STAGE -3: Submission of Drawings to Nodal Authority for Sanction	2(two) months.
4	STAGE – 4: Working Drawing Stage	4(Four) months.
5	STAGE – 5 : Periodical supervision	26 (Twenty-six) months.
6	STAGE – 6: Completion Certificate and handover	2(two) Months.

Thus, Time for completion of the work is 38 (Thirty Eight) months from the date of issue of the ‘Notice to proceed with the work’.

2. **Eligible Bidder**

- 2.1 The proposals for this contract will be considered only from those bidders (proprietorship firms, partnership firms, companies, corporations, consortium or joint ventures) who meet requisite eligibility criteria subject to complying with the provisions in Sub-Clause 2.2, Sub-Clause 2.3, Sub-Clause 2.4 and Clause 3.
- 2.2 Bidder must not have been blacklisted or deregistered by any central/state government department or public sector undertaking. Also no work of the bidder must have been rescinded by client after award of contract during last 5 years. The bidder should submit undertaking to this effect in proforma as given in Vol. I, Section 3D.

- 2.3 Joint Venture Company or the Consortium must not have more than two members. The lead partner selected by the company shall qualify all the eligibility and qualification criteria at its own capacity. Legal and valid agreements between the partners of Joint Venture Company/Consortium will be made indicating lead partner and the duties and responsibility of each of the partner shall be specifically included in the agreement. Copy of the said agreement duly self attested shall be submitted along with the Technical Bid.
- 2.4 Bidder should submit a written power of attorney authorizing the signatory of the bid to commit the bidder.
- 3. Qualification of the Bidder :- Eligibility and Qualification Criteria**

3.1 Consultancy Experience:

- i) Intending Bidders should produce credentials of a similar nature of services for at least one work under Govt. Sector, Semi Govt. Sector, Corporations, Govt. Companies, Boards, Autonomous/Statutory Bodies, Reputed Bank, Local Bodies, etc. and having a magnitude of **5000 Sqm.**, (compoundable from the date of completion of work) of the **Work** put to Quotation during 5(five) years prior to the date of issue of this Quotation notice of similar nature. OR
- ii) Intending Bidders should produce credentials of 2 (two) similar nature of work, each of the Minimum area 2500 Sqm. put to tender during 5 (five) years prior to the date of issue of this Quotation notice of similar nature.
Experience of completed projects shall be submitted in the following format:

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

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

3.2 Financial Capacity:

The **average annual professional turnover** of the Bidder shall be not less than 15 **lakh plus** for last 3 (three) financial years (i.e. 2017-18, 2018-19 & 2019-20).

- b) The firm should be profit making and shall submit audited balance sheet, profit & loss account (Tax audited report if applicable) and statement of turnover for the last 3 (three)years (2018-19, 2019-20 & 2020-21,) duly certified by Chartered Accountant.

The particulars of Annual Turnover may be submitted in the following format:

Sl. No.	Year	Turn Over in (Rs. Lakh)	Details of attachments (Certified by C.A.)
1.	2018-2019		
2.	2019-2020		
3.	2020-2021		

3.3 Technical Manpower Deployment:

- a) The consultant must give undertaking that they will deploy the following key personnel for carrying out the consultancy services in connection with the project if the contract is awarded to them eventually. . **The key technical personnel proposed to be deployed by the consultant in the job must be either on the pay-roll of the firm/consultant or the consultant has to produce document with the application in support of acceptance of the concerned Technical personnel towards his association with the consultant in respect of the proposed job, if the job is awarded to the consultant.** But in case of Geotech Expert, Mechanical Expert HVAC Engineer, this provision is not mandatory. Besides, the consultancy firm will also undertake to deploy non-technical manpower and **provide adequate design and drafting facilities including licensed software.** The bidder should submit undertaking for technical manpower deployment as per format given in Vol. I, Section 3E

Details of Manpower:

- i) **Team Leader** shall be at least a Post Graduate in Architecture / Civil Engineering, having minimum 10 years' work experience and empaneled with NKDA.
- ii) **Architects** (two numbers) shall be a Graduate in Architecture, having minimum 7 years' work experience and empaneled with NKDA.
- iii) **Principal Structural Engineer** (one number) shall be at least a Post Graduate in Structural Engineering having minimum 10 years' work experience of similar nature and empaneled with NKDA.
- iv) **Structural Engineer** (two numbers) shall be a Post Graduate in Structural Engineering, having minimum 5 years' work experience and empaneled with NKDA.
- v) **Public Health Engineer** for Water & Sanitation (one number) shall be a graduate in Civil Engineering having minimum 5 years' work experience of similar nature and empaneled with NKDA.
- vi) **Geotech Expert** (one number) shall be a Master Degree in Geotechnical Engineering having minimum 5 years' work experience of similar nature and empaneled with NKDA.
- vii) **Electrical Engineer** (one number) shall be a Degree in Electrical Engineering having minimum 5 years' work experience of similar nature and empaneled with NKDA.

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

4. **Participation in Bids**

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

5. **Cost of Bidding**

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

6. **Site Visit**

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

B. Quotation Documents

7. Content of Quotation Documents

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

1. Notice Inviting Quotation
2. Instructions to Bidders
3. General Conditions of Contract
4. Financial Offer with Payment Schedule
5. Forms of Bid and Bid Security
6. Form of Agreement
7. Undertaking for Technical Manpower Deployment
8. Undertaking for Not been Blacklisted

7.2 The bidder is expected to examine carefully the contents of the Quotation documents. Failure to comply with the requirements of bid submission will be at the bidder's own risk. Pursuant to Clause 19, bids which are not substantially responsive to the requirements of the Quotation document will be rejected.

8. Clarification of Quotation Documents

8.1 A prospective bidder requiring any clarification of the Quotation documents may follow the web site of WBHB and get their issues clarified.

9. Amendment of Quotation Documents

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

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

C. Preparation of Bids

10. Language of Bid

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

11. PREPARATION OF BIDS

a. Registration of bidder

Any bidder willing to take part in the process of e-QUOTATION will have to be enrolled and registered with the Government system through log In on to <https://e-tender.wb.nic.in> or on the web portal of West Bengal Housing Board). The contractor is to click on the link for e-tender site as given on the web portal.

b. Digital Signature Certificate (DSC)

Each bidder is required to obtain a class-II or class-III Digital Signature Certificate (DSC) for submission of Quotations from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the website stated in clause-1 above. DSC is given as a USB e-Token.

c. Collection of Quotation Documents

The Bidder can search & download NIQ and bid documents electronically from computer once he logs on to the website mentioned above using the Digital Signature Certificate. This is the only mode of collection of Quotation documents.

- d. Participation in more than one work
A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm. If found to have applied severally in a single job, all his applications will be rejected for that job.
- e. Pre-Bid meeting
There will be provision for Pre-Bid meeting before submission of Quotation documents.

12. Bid Prices

- 12.1 Unless stated otherwise in the Quotation documents, the Contract shall be for the whole Works as described in Clause 1 of Vol. I Section - 2, based on the lump sum consultancy fees submitted by the bidder. The accepted bid shall be the finally arrived contract price.
- 12.2 All duties, taxes and other levies as also payment of fees for vetting to proof consultant payable by the Consultant under the Contract, or for any other cause, shall be included in the lump sum consultancy fees to be quoted by the bidder, and the evaluation and comparison of bids by the Employer shall be made accordingly. WBHB will not make any payments towards taxes, levies etc. or any other kind of taxes.
- 12.3 The lump sum consultancy fees quoted by the bidder **(inclusive of GST other Govt. Levis other Govt. levies and statutory fees etc.)**are FIRM for the entire contract period including extensions (if any).

13. Currencies of Bid and Payment

- 13.1 The lump sum consultancy fees shall be quoted by the bidder **(inclusive of GST and other Govt. Levis other Govt. levies and statutory fees etc.)**entirely in Indian Rupees.

14. Bid Validity

- 14.1 Bids shall remain valid for a period not less than 120 (one hundred twenty) days after the dead line date for Bid submission.
- 14.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by cable. A bidder may refuse the request without forfeiting the bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for the period of extension, and in compliance with Clause 15 in all respects.

15. Bid Security

- 15.1 The bidder shall furnish, as part of his bid, a bid security of the amount specified in the Notice inviting Quotation.
- 15.2 The amount of Earnest Money **Rs.50,000.00** is to be submitted in the mode of ONLINE (Net banking / NEFT / RTGS) in favour of '**WEST BENGAL HOUSING BOARD**' against the work.
- 15.3 Any bid not accompanied by an acceptable bid security shall be rejected outright by the Employer as non-responsive.

15.4 The bid security may be forfeited

- (a) if the bidder withdraws his bid during the period of bid validity;
- (b) if the bidder does not accept the correction of his bid price, pursuant to Clause 26 or
- (c) in the case of a successful bidder fails within the specified time limit to
 - (i) sign the Agreement
 - (ii) failure to submit the balance earnest money i.e 2% of the quoted rate before signing the agreement.

16. Pre-bid Meeting

There will be pre-bid meeting on 16.06.2022 at 03-00 P.M

17. Format and Signing of Bid

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

D. Submission of Bids

18. Sealing and Marking of Bids

- 18.1 The bidder shall Upload Technical and Financial proposals in two separate folders marked as 'TECHNICAL BID' and 'FINANCIAL BID' respectively.

The Technical Bid folder should contain:

- 1. Particulars relating to Qualification of Bidder – Eligibility and Qualification Criteria as per Clause 3 of Instructions to Bidder.
- 2. Copies of PAN Card, EPF Code No., Professional Tax Enrolment No. and GSTN
- 3. Earnest of Rs .50,000.00 (Fifty thousand) is to be submitted in the mode of ONLINE (Net banking / NEFT / RTGS) in favour of '**WEST BENGAL HOUSING BOARD**' against the work.
- 4. A written Power of Attorney authorizing the signatory of the bid as per Sub Clause 2.4
- 5. Undertaking for technical manpower deployment as per Vol I Section 3D.
- 6. Undertaking for not been blacklisted as per Vol I Section 3C
- 7. Copies of agreement duly self attested as per Sub Clause 2.3 in case of Joint Venture Company or the consortium.

Financial Proposal to be Submitted by the Bidder **Statutory Cover Containing (Packet 2)**

Entire original Quotation document containing the financial offer.

N.B: Submission of False, Misleading, Fabricated Statements/Documents/Information etc. lead to cancellation of the Quotation. The Board reserves the right to cancel the lowest or any Quotation without assigning any reason.

18.2 **OPENING OF THE QUOTATION**

. Opening and evaluation of Quotation :-

- i) If any Quotationer is exempted from payment of EMD, copy of relevant order needs to be furnished.
- ii) Technical proposals will be opened jointly by The Joint Director(E. W)III and any other Engineer Officer(s) of WBHB (holding DSC) electronically from the web site using their Digital Signature Certificate.
- iii) Intending Quotationers may remain present, if they so desire.
- iv) Technical (folder) should be opened first. If there is any deficiency in the statutory documents, the Quotation will summarily be rejected.
- v) Bid opening summary of the Technical Bid is then uploaded to send e-mail to all the participating Bidders.
- vi) Pursuant to scrutiny and decision of the Quotation Evaluation Committee, the summary list of Qualified & Non-qualified Bidders for the work (mentioning the serial number) will be uploaded in the web portals.
- vi) While evaluation, the committee may summon the QUOTATIONERS and seek clarification / information or additional documents or original hard copy of any of the documents already submitted and if these are not produced within the stipulated time frame, their proposals will be liable for rejection.

19. Process to be Confidential

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

20. Clarification of Bids / Break down of lump sum fees.

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

21. Examination of Bids and Determination of Responsiveness

- 21.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid (i) meets the eligibility criteria (ii) has been properly signed; (iii) is accompanied by the required securities; (iv) is substantially responsive to the requirements of the Quotation documents; and (v) provides any clarification and/or substantiation that the Employer may require pursuant to Sub-Clause 24.1
- 21.2 A substantially responsive bid is one, which conforms to all the terms, conditions and specifications of the Quotation documents, without material deviation or reservation. A material deviation or reservation is one (i) which affects in any substantial way the scope, quality or performance of the Works; (ii) which limits in any substantial way, inconsistent with the Quotation documents, the Employer's rights or the bidder's obligations under the Contract; or (iii) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

- 21.3 If a bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- 21.4 The criteria of non-responsiveness are as stated below but are not limited to them:
- i) Failure to comply with the Scope of Work given in Clause 1.2
 - ii) Failure to comply with the requirements of bid submission
 - iii) Failure to submit Bid Security as per Clause 15
 - iv) Failure of Bid to conform to all the terms, conditions of Quotation documents
 - v) A bid which materially deviates from the requirements of the Quotation documents or is a conditional offer
 - vi) Any other reason which in the opinion of the Employer renders the bid non-responsive.

The Employer's decision as to the non-responsiveness of any bid shall be final.

22. Correction of Errors

- 22.1 Bids determined to be substantially responsive will be checked by the Employer for any errors. Errors will be rectified on the following basis. If there is a discrepancy between the quoted fees in figures and words, the fees in words shall prevail.
- 22.2 The amount stated in the Form of Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of his bid, his bid will be rejected, and the bid security may be forfeited in accordance with Sub-Clause 15.6(b).

23. Evaluation and Comparison of Bids

- 23.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 25.

E. Award of Contract

24. Award

- 24.1 Subject to Clause 25, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the Lowest Evaluated Bid Price.

25. Employer's Right to accept any Bid and to reject any or all Bids

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

26. Notification of Award

- 26.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder by e-tender portal that his bid has been accepted. A letter to be issued (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") shall name the sum which the Employer will pay the Consultant in consideration of the execution of the Works by the Consultant as prescribed by the Contract (hereinafter and in the Conditions of Contract called "the Contract Price").
- 26.2 The notification of award will constitute the formation of the Contract.

27. Signing of Agreement

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

28. Performance Security

Within Ten days of receipt of the notification of award from the Employer, the successful bidder shall furnish to the Employer a performance security vide order reference no 201-F(Y) Dt. 18th January 2021 & order ref no 796-F(Y) Dt. 25.02.2022 of the accepted total consultancy cost.

29. Issue of Notice to commence the work.

After receipt of Performance Security from the Consultant as stipulated in Clause 28 of Instructions to Bidders or even after award of the contract through issue of Letter of Acceptance the Engineer will notify the consultant to commence work as soon as reasonably possible with due expedition and without delay. If the consultant fails to commence works from the date of issue of Notice to Commence Work, that will constitute a breach of contract and in that case the Employer will have right to annul the contract with forfeiture of Performance Security and if the same is not deposited forfeiture of Bid Security.

30. Schedule of Payment to Consultant

Sl. No.	Activity	Payment eligibility
1	STAGE -1: Preparation of Architectural Design, drawings& Documents for Sanctioning	15% of total quoted amount
2	STAGE -2: Preparation Structural Design & Drawings	15% of total quoted amount
3	STAGE -3: Submission of Drawings to and obtaining sanction from all concerned Authorities including Nodal Authority.	10% of total quoted amount
4	STAGE – 4: Working Drawing Stage	30% of total quoted amount
5	STAGE – 5: Periodical supervision	15% of total quoted amount
6	STAGE – 6: Completion Certificate and handover	15% of total quoted amount

31. Payment of sanction fees to concerned authorities

All statutory payments of sanction fees to concerned authorities for the purpose of sanction/approval/N.O.C./occupancy etc. of all the above mentioned 12 (Twelve) nos. projects, shall be made by WBHB against demands raised in the name of WBHB, by the concerned authorities.

VOL. I
FORM –I
PRE-QUALIFICATION APPLICATION

To

Joint Director (EW)III,
West Bengal HousingBoard.

Ref: - Tender for _____(Name of work)

NleQ No. -----

Dear Sir,

Having examined the Statutory, Non statutory &e-NIQ documents, I /we hereby submit all the necessary information and relevant documents for evaluation.

The application is made by me / us on behalf of _____In the capacity_____duly authorized to submit the order. The necessary evidence admissible by law in respect of authority assigned to us on behalf of the firm / Individual for Application of the contract documents is attached herewith.

We are interested in bidding for the work(s) given in Enclosure to this letter. We understand that:

(a) Tender Inviting & Accepting Authority / Engineer-in-Charge can amend the scope & value of the contract bid under this project.

(b) Tender Inviting & Accepting Authority / Engineer-in-Charge reserve the right to reject any application without assigning any reason.

Date: -

Signature of applicant including title
(capacity in which application is made)

VOL. I

SECTION 3B FORM OF AGREEMENT

This CONTRACT (hereinafter called the “Contract”) is made the _____ day of the month of _____, 2017 between, on the one hand, The Joint Director(EW)III, West Bengal Housing Board, ‘ABASAN’, 105, S. N. Banerjee Road, Kolkata - 700014 (hereinafter called the “Client”) and, on the other hand, _____ (hereinafter called the “Consultants”)

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

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

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

By _____
Authorized Representative

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

By _____
Authorized Representative

SECTION 3C.

UNDERTAKING FOR NOT BEEN BLACKLISTED

We do hereby undertake that we have not been blacklisted or deregistered by any central/state government department or public sector undertaking and also that none of our work was rescinded by the client after award of contract during last 5 years.

.....
STAMP & SIGNATURE OF AUTHORIZED SIGNATORY

VOL. I
SECTION 3D.

UNDERTAKING FOR TECHNICAL MANPOWER DEPLOYMENT

I (Name and designation) appointed as the attorney/authorized signatory of the Consultant (including its constituents), M/s.
..... (hereinafter called the Consultant) for the purpose of the Bid for the work of ‘Comprehensive *Consultancy Services for Construction of the Proposed* -----
----- do hereby solemnly affirm and state on behalf of the Consultant including its constituents as under:

- 1. We undertake that we will deploy the following key technical personnel, as given in enclosed sheet for carrying out the consultancy services in connection with the project.
- 2. We undertake to deploy non-technical manpower and provide adequate design and drafting facilities including licensed software.

Enclosures: Sheet showing details of key technical personnel.

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

Comprehensive Consultancy Services for Construction of the Proposed -----

DETAILS OF KEY TECHNICAL PERSONNEL
(Enclosed sheet of Form 3D)

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

VOL. I
SECTION 3E.

CURRICULUM VITAE (CV) FOR KEY TECHNICAL PERSONNEL

- 1) **Proposed Position** *[Only one candidate shall be nominated for each position]:* _____
- 2) **Name of Firm** *[Insert Name of firm proposing the staff]:* _____

- 3) **Name of Staff** *[Insert full name]:* _____
- 4) **Date of Birth:** _____ **Nationality:** _____
- 5) **Education** *[Indicate college/University and other specialized education of staff member, giving names of institutions, degrees obtained and dates of obtainment]:* _____

- 6) **Membership of Professional Association:** _____
- 7) **Other Training** *[Indicate significant training since degrees under 5 – Education obtained]:* _____

- 8) **Countries of Work Experience** *[List countries where staff has worked in the last ten years]:* _____

- 9) **Languages** *[For each language indicate proficiency: good, fair or poor in speaking, reading and writing]:* _____

- 10) **Employment Record** *[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held]:*
From [Year] _____ To [Year] _____
Employer: _____
Position held: _____

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

13) **Certification:**

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

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

Signature of the Bidder

AFFIDAVIT

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

1. I, the under-signed do certify that all the statements made in the attached documents are true and correct. In case of any information submitted is proved to be false or concealed, the application may be rejected for which no objection/claim will be raised by the under-signed.
2. The under-signed also hereby certifies that neither our firm M/S _____ nor any of constituent partner had been debarred to participate in tender by the Department (WBHB) during the last 5 (five) years prior to the date of this NIQ.
3. The under-signed would authorize and request any Bank, person, Firm or Corporation to furnish pertinent information as deemed necessary and/or as requested by the Department to verify this statement.
4. The under-signed understands that further qualifying information may be requested by _____ Department and agrees to furnish any such information at the request of The Department.
5. Certified that I have applied for the tender in the capacity of individual/as a partner/P.O.A. holder of a firm and I have not applied severally for the same work.

**Signature of applicant including title
and capacity in which application is made.**

Date _____

GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

- (a) “**Applicable Law**” means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- (b) “**Contract**” means this Contract between the Client and the Consultants;
- (c) “**Effective Date**” means the date on which this Contract comes into force and effect pursuant to Clause 2.1 hereof ;
- (d) “**Government**” means the Government of the Client
- (e) “**Personnel**” means persons hired by the Consultants or by any Sub-consultant as employees or Associates and assigned to the performance of the Services of any part thereof;
- (f) “**Party**” means the Client or the Consultants, as may the case may be;

(g) “**Project**” “Project” should be read as Construction of 12(Twelve) Nos. G+IV storied residential buildings in Block-CE, Action Area -IC, Newtown, Kolkata. 6 of these are identical buildings of a specific type on 6(six) distinct Plot Nos.AF-1, AF-2, AF-3, AF-4, AF-5, AF-6-2.84Katha=190.04 Sqm.(each plot). The remaining 6 are identical buildings of another specific type on 6(six) distinct Plot Nos.BF-1, BF-2, BF-3, BF-4, BF-5, BF-6.-3.00Katha=200.67 Sqm (each plot)

- (g) “**Services**” means the work to be performed by the Consultants pursuant to this Contract for the purpose of the Project, as described in scope of Bid in Clause 1 of Vol. I, Section 2
- (h) The term “**Client**” means West Bengal Housing Board (WBHB).
- (i) The term “**Employer**” shall mean the Joint Director (EW)III, WBHB and include his successor and assignee;
- (j) The term “**Engineer**” means the Deputy Director (E.P)-III, WBHB appointed by the Employer to act as Engineer for the purposes of the Contract ;
- (k) The term “**Engineer’s Representative/Assistant**” means a person appointed from time to time by the Engineer who will be responsible to the engineer and shall carry out such duties and exercise such authority as may be delegated to him by the engineer.
- (l) Any communication given by the engineer’s representative/ assistant to the consultant shall have the same effect as though it had been given by the engineer. If the consultant questions any communication of the engineer’s representative/assistant he may refer the matter to the engineer who shall confirm, reverse or vary the contents of such communications.

1.2 Relation between the Parties

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

1.3 Law Governing Contract

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

1.4 Language

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

1.5 Headings

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

1.6 Notices

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

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

- 1.6.2 Notice will be deemed to be effective as follows :
- (a) in the case of personal delivery or registered mail, on delivery
 - (b) in the case of facsimiles, forty eight (48) hours following confirmed transmission
- 1.6.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to this Clause.

1.7 Location

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

1.8 Authorized Representatives

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

- (i) on behalf of the Client by the Joint Director(EW)III, WBHB or his designated representatives;
- (ii) on behalf of the Consultants his designated representatives.

1.9 Taxes and Duties

The consultant shall pay their own taxes of all kinds including corporate income taxes and personnel income taxes, duties, fees, levies and other impositions in connection with providing the services under this contract.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

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

2.2 Expiration of Contract

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

2.3 Modification

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

2.4 Force Majeure

2.4.1 Definition

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

2.4.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions,

due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.4.3. Measure to be Taken

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

2.4.4 Extension of Time

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

2.4.5 Payments

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

2.4.6 Consultation

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

2.5 Suspension

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

2.6 Termination

2.6.1 By the Client

The Client may, by not less than thirty (30) days' written notice of termination of the Consultants (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days), such notice to be given after the occurrence of any of the events specified paragraph (a) through (f) of this Clause 2.6.1, terminate this contract

- (a) if the consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.5 hereinabove, within thirty (30)

days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;

- (b) if the Consultants become insolvent or bankrupt or enter into any agreement with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 hereof;
- (d) if the Consultants submit to the Client a statement which has material effect on the rights, obligations or interests of the Client and which the Consultant know to be false;
- (e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (f) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.6.2 By the Consultants

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

- (a) if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 8 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;
- (b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;

2.6.3 Cessation of Rights and Obligations

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

2.6.4. Cessation of Service

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

- (i) remuneration pursuant to Clause 6.1 hereof of Services Satisfactory performed prior to the effective date of termination.

2.6.5. Payment upon Termination

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

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

2.6.6 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause 2.6.1. or in Clause 2.6.2. hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 8 thereof.

3. OBLIGATIONS OF THE CONSULTANTS

3.1 General

3.1.1 Standard of Performance

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

3.1.2 Law Governing Services

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

3.2 Conflict of Interests

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

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

3.2.2 Procurement Rules of Funding Agencies

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

3.2.3 Consultants and Affiliates not to be otherwise Interested in Project

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

3.2.4 Prohibition of Conflicting Activities

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

3.3 Confidentiality

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

3.4 Liability of the Consultants

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

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

3.5 Indemnification of the Client by the Consultants

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

3.6 Insurance to be taken by the Consultants

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

- (a) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultants in accordance with the relevant provision of the Applicable Law, as

well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and

- (b) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.

3.7 Accounting, Inspection and Auditing

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

3.8 Deleted

3.9 Reporting Obligations

The bidder should submit a statement in separate annexure giving details of various reports, drawings and documents which will be supplied to WBHB in respect of Preliminary Conceptual Scheme as well as Detail Project Report.

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

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

3.11 Equipment and Materials furnished by the Client

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

4. CONSULTANTS' PERSONNEL

4.1 General

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

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

The Client shall use its best efforts to ensure to:

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

5.2 Access to Land

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

5.3 Services, Facilities and Property of the Client

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

5.4 Payment

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

5.5 Indemnification of the Consultants by the Client

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

6. PAYMENTS TO THE CONSULTANTS

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

7. FAIRNESS AND GOOD FAITH

7.1 Good Faith

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

7.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their

intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause of causes of such unfairness.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement

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

9. EXTENSION OF TIME

9.1 If the consultant shall desire an extension of time for completion of the work on the grounds of his having been unavoidably hindered in its execution or any other ground he shall apply in writing to the WBHB within seven days of the date of hindrance on account of which he desires such extension as aforesaid.

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

10. COMPENSATION FOR DELAY

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

10.2 In the event of consultant failing to comply with the above conditions, the consultant shall pay to the Employer as compensation on account of liquidated damages an amount equal to 1/6% (one sixth percentage) of the value of the total lump sum consultancy fees payable as per terms of contract per week.

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

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